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

March 5, 2024 **AGENDA** **6:15 PM**

REGULAR CITY COMMISSION MEETING

- **CALL TO ORDER**

  Invocation

  Pledge of Allegiance

  Roll Call and Determination of Quorum

- **PRESENTATIONS AND PROCLAMATIONS**

  2024 National MS Awareness Week - March 10th - 16th. **(Mayor Johnson)**

  Black History Month Essay Contest Winners. **(Community Relations Manager Wright)**

- **STAFF REPORTS AND AGENDA REVIEW**

- **PUBLIC COMMENTS**

- **CONSENT AGENDA**

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

  1. Approval of Minutes from the Regular City Commission Meeting held February 20, 2024. **(City Clerk Sibbitt)**
  2. Approval of Reappointments and One (1) New Appointment to the Citizen Advisory Council for Ocoee Police Department (CACOPD). **(City Clerk Sibbitt)**
  3. Approval of Employment Agreement with Craig Shadrix. **(City Clerk Sibbitt)**
  4. Approval to Submit Application to the Firefighter Assistance Grant for the Purchase of Firefighter Emergency Bailout Systems. **(Deputy Fire Chief Van Camp)**
  5. Approval of Interim Agreement with Fortress Secured to proceed with the Ocoee Regional Law Enforcement Training Center. **(Assistant Police Chief McKinstry)**
  6. Approval for the Proposed Development of a Master Plan for Lake Apopka Nature Park. **(Development Services Director Rumer)**
  7. Approval of Payment for the 2024 Ocoee Music Festival Entertainment. **(Parks and Recreation Director Johnson)**

- **FIRST READING OF ORDINANCE**

  8. First Reading of Ordinance for 474 S. Bluford Avenue Townhomes - Small-Scale Comprehensive Plan Future Land Use Map Amendment from Low-Density Residential

(LDR) to Medium Density Residential (MDR) & Rezoning from R-1AA to PUD; Project No(s). CPA-2022-005 & RZ-22-12-45. **(Zoning Manager Whitfield)**

9. First Reading of Ordinance for Gardenia Pointe Rezoning from Unclassified District and R-1A (Single-Family Dwelling) to PUD (Planned Unit Development District; Project No.RZ-23-02-02. **(Zoning Manager Whitfield)**
10. First Reading of Ordinance Implementing Live Local Act. **(Zoning Manager Whitfield)**

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

11. Second Reading of Ordinance on City Commission Initiated Charter Amendments to Sections C-9, C-10, and C-17. **(City Attorney Geller)**
12. Second Reading of Ordinance for FY 2024 Budget Amendment. **(Finance Director Roberts)**
13. Second Reading of Ordinance Updating the City's Code of Ordinances Chapter 45, Arbor Code. **(Development Services Director Rumer)**
14. Second Reading of Ordinance Amending the City of Ocoee Police Officer's and Firefighters' Retirement Trust Fund Section 27 – Deferred Retirement Option Plan. **(Pension Board Attorney Herrera)**
15. Second Reading of Ordinances for 440 Ocoee Apopka Road - Parrinello Property Annexation & Rezoning from County A-2 (Farmland Rural District) to City C-3 (General Commercial District); Project No(s). AX-10-23-07 & RZ-23-10-10. **(Zoning Manager Whitfield)**
16. Second Reading of Ordinance for Mansour Property Rezoning from R-1 (Single Family Dwelling District) to C-2 (Community Commercial District); Project No. RZ-23-12-11. **(Zoning Manager Whitfield)**
17. Second Reading of Ordinance for W. Delaware Street - West Property Small-Scale Comprehensive Plan Amendment from Public Facilities/Institutional to Low-Density Residential; Project No. CPA-2024-001. **(Zoning Manager Whitfield)**
18. Second Reading of Ordinance for Annual Comprehensive Plan Text Amendment to Adopt Five-Year Schedule of Capital Improvements and Update the Capital Improvement Element (CIE); Project No. CPA-2023-003. **(Zoning Manager Whitfield)**

- **PUBLIC HEARING**

19. Approval of Resolution for the City of Ocoee Capital Improvement Revenue Note, Series 2024. **(Finance Director Roberts)**
20. Approval of 125 S. Lakeshore Drive - Barenburg Property Variance Request: Project No. VR-24-01 **(Zoning Manager Whitfield)**
21. Approval of Ocoee Oaks Joint Venture Large-Scale Preliminary Subdivision Plan: Project No. LS-2023-004. **(Zoning Manager Whitfield)**
22. Approval of Cambria Suites at Ocoee Large-Scale Preliminary Site Plan; Project No. LS-2023-010. **(Zoning Manager Whitfield)**

- **REGULAR AGENDA**

- **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.

Proclamation

WHEREAS, In 2024, March 10-16 is MS Awareness Week and a time to drive awareness of Multiple Sclerosis to achieve our vision of a world free of MS; and

WHEREAS, In 2019, the National MS Society released the findings of a prevalence study that found that nearly one million people in the US live with MS. That's twice as many as we originally thought and it means you very likely know someone living with the disease, or someone who is caring for someone living with MS; and

WHEREAS, People with MS can better manage their disease when they have the support and understanding of the people around them— when their support networks, from doctors to employers to family members, have a better idea of what people with MS experience every day; and

WHEREAS, The National MS Society is a movement by and for all people affected by multiple sclerosis. We embrace and are committed to bringing our entire MS community together, representative of all the various dimensions of diversity, so that everyone feels at home and supported by their National MS Society; and

WHEREAS, The Society paved the way for every effective MS treatment available today, including the first therapies for primary progressive and pediatric MS; and we've achieved more advances in MS than have been achieved for any other neurological condition. We continue to lead the way for discoveries in neurological diseases; and

WHEREAS, Our progress is accelerating. We've made more progress in the last five years than the 70 that preceded it, changing all aspects of life for people affected by MS; and

WHEREAS, MS is a complex disease that requires many solutions. The National MS Society helps people piece it all together so they can live their best lives; and

WHEREAS, To reach a world free of MS it will take all of us—our time, our energy, our resources. Together is the only way forward.

NOW, THEREFORE, BE IT RESOLVED, THE CITY COMMISSION OF THE CITY OF OCOEE *does hereby declare the week of March 10-16, 2024 as*

NATIONAL MS AWARENESS WEEK

in the City of Ocoee.

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Seal of the City of Ocoee, Florida to be affixed this 5th day of March, 2024.*

Rusty Johnson, Mayor

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

February 20, 2024 **MINUTES** **6:15 PM**

REGULAR CITY COMMISSION MEETING

- **CALL TO ORDER** 6:16 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 **Brad Lomneck,** *Ocoee Resident*. **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 Geller, City Clerk Sibbitt

- **PRESENTATIONS AND PROCLAMATIONS** - None

- **STAFF REPORTS AND AGENDA REVIEW** 6:17 PM

City Manager Frank announced the Emergency Item for the First Amendment to the Utility Use Agreement for the Ocoee Village Center, and advised that this agreement will allow the opening of Lakewood Avenue. **Commissioner Wilsen** questioned who would be responsible for the road. **Assistant City Manager Shadrix** responded to her inquiry and outlined the project's pertinent concerns that have led to the request for approval of the proposed agreement.

Motion: Move to approve Emergency Item for the First Amendment to the Utility Use Agreement, and grant authorization for the City Manager to sign off on the Chipotle interior alteration permit. Additionally, authorize the City Manager and City Attorney to undertake any necessary actions concerning the sureties should the Consortium fail to sign the agreement. Moved by Commissioner Kennedy, seconded by Commissioner Wilsen; Motion carried unanimously.

- **PUBLIC COMMENTS** 6:21 PM

The following persons addressed the City Commission:

- **Jim Moyer**, *Ocoee Resident*, spoke about the signage at the 429, and the lack of mention to I-4 or State Road 408. He voiced the need for better signage.
- **Norine Dworkin**, *Editor-in-Chief of VoxPopuli*, announced that their election guide is currently available. She briefly highlighted the information that is available on the guide, and provided her website information.

- **CONSENT AGENDA** 6:26 PM

Consent Agenda Motion

Motion: Move to adopt the Consent Agenda Item #1-5 with Item #3 being pulled for discussion and separate consideration.

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

1. Approval of Minutes from the Regular City Commission Meeting held February 6, 2024. **(City Clerk Sibbitt)**
2. Approval of New Appointment to the Code Enforcement Board. **(City Clerk Sibbitt)**
3. Approval of Resolution Establishing Rules and Procedures for the City Commission. **(City Attorney Geller)**

Commissioner Kennedy requested for City Attorney Geller to make a presentation on this item. **City Attorney Geller** summarized the proposed rules and procedures being considered and explained the need for these general principals. He informed the City Commission that they have the authority to adopt these rules and procedures in accordance with C-13 of the Charter.

The floor was opened for members of the City Commission to comment.

Motion: Move to approve Item #3 - Approval of Resolution 2024-04 Establishing Rules and Procedures for the City Commission. Moved by Commissioner Hart, seconded by Commissioner Kennedy; Motion carried 5-0.

4. Approval of Wynwood Phase 3 & 4 Final Subdivision Plan - LS-2023-006. **(Development Services Director Rumer)**
5. Approval for the Carpet Replacement at Ocoee Police Department. **(Acting Police Chief Ogburn)**

- **FIRST READING OF ORDINANCE** 6:39 PM

6. First Reading of Ordinance on City Commission Initiated Charter Amendments to Sections C-9, C-10, and C-17. **(City Attorney Geller)**

City Attorney Geller explained the City Commission has two options on the initiated Charter Amendments, which are: (1) reconvene the Charter Review Commission to consider the recommended Charter amendments; or (2) conduct two readings and approve of one or all three of the proposed Charter amendments to Sections C-9, C-10, and C-17 of the City Charter. He further read the title of the ordinance. **City Attorney Geller** provided a brief overview of the issues stemming from a Circuit Court's Order, prompting the discussion on the proposed Charter amendments. Discussion ensued on the two options proposed, and members of the City Commission asked questions related to the timeline for the amendment questions being placed on the upcoming November ballot.

Motion: Move to proceed with a Second Reading of Ordinance on City Commission Initiated Charter Amendments to Sections C-9, C-10, and C-17. Moved by Commissioner Wilsen, seconded by Commissioner Firstner; Motion carried 4-1 with Commissioner Hart opposing.

It was announced this will be presented as a second reading and public hearing at the next scheduled City Commission meeting on March 5, 2024, at 6:15 PM or soon thereafter.

7. First Reading of Ordinance Updating the City's Code of Ordinances Chapter 45, Arbor Code. **(Development Services Director Rumer)**

Mayor Johnson commented that this ordinance should be shared with all Homeowner's Associations.

City Attorney Geller read the title of the ordinance, and it was announced this will be presented as a second reading and public hearing at the next scheduled City Commission meeting on March 5, 2024, at 6:15 PM or soon thereafter.

8. First Reading of Ordinance for FY 2024 Budget Amendment. **(Finance Director Roberts)**

City Attorney Geller read the title of the ordinance, and it was announced this will be presented as a second reading and public hearing at the next scheduled City Commission meeting on March 5, 2024, at 6:15 PM or soon thereafter.

9. First Reading of Ordinance Amending the City of Ocoee Police Officer's and Firefighters' Retirement Trust Fund Section 27 – Deferred Retirement Option Plan. **(Pension Board Attorney Herrera)**

City Attorney Geller read the title of the ordinance, and it was announced this will be presented as a second reading and public hearing at the next scheduled City Commission meeting on March 5, 2024, at 6:15 PM or soon thereafter.

10. First Reading of Ordinances for 440 Ocoee Apopka Road - Parrinello Property Annexation & Rezoning from County A-2 (Farmland Rural District) to City C-3 (General Commercial District); Project No(s). AX-10-23-07 & RZ-23-10-10. **(Zoning Manager Whitfield)**

City Attorney Geller read the title of the ordinances, and it was announced this will be presented as a second reading and public hearing at the next scheduled City Commission meeting on March 5, 2024, at 6:15 PM or soon thereafter.

11. First Reading of Ordinance for Mansour Property Rezoning from R-1 (Single Family Dwelling District) to C-2 (Community Commercial District); Project No. RZ-23-12-11. **(Zoning Manager Whitfield)**

City Attorney Geller read the title of the ordinance, and it was announced this will be presented as a second reading and public hearing at the next scheduled City Commission meeting on March 5, 2024, at 6:15 PM or soon thereafter.

12. First Reading of Ordinance for W. Delaware Street - West Property Small-Scale Comprehensive Plan Amendment from Public Facilities/Institutional to Low-Density Residential; Project No. CPA-2024-001. **(Zoning Manager Whitfield)**

City Attorney Geller read the title of the ordinance, and it was announced this will be presented as a second reading and public hearing at the next scheduled City Commission meeting on March 5, 2024, at 6:15 PM or soon thereafter.

13. First Reading of Ordinance for Annual Comprehensive Plan Text Amendment to Adopt Five-Year Schedule of Capital Improvements and Update the Capital Improvement Element (CIE); Project No. CPA-2023-003. **(Zoning Manager Whitfield)**

City Attorney Geller read the title of the ordinance, and it was announced this will be presented as a second reading and public hearing at the next scheduled City Commission meeting on March 5, 2024, at 6:15 PM or soon thereafter.

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

- **PUBLIC HEARING** - None

- **REGULAR AGENDA** 7:03 PM

14. Discussion and Direction for Installation of School Zone Speed Enforcement Cameras. **(Acting Police Chief Ogburn)**

Acting Police Chief Ogburn explained the item before them is for discussion and direction for the installation of school zone speed enforcement cameras within school zones in the City, preferably in the school zone area on Clarke Road.

Commissioner Kennedy asked if this was a pilot program. **Acting Police Chief Ogburn** stated that the proposal is to commence with Clarke Road due to its high velocity traffic flow. **Commissioner Wilsen** expressed that this measure was enacted by the legislature and emphasized the importance of public awareness. Additionally, inquired about the specific fine amounts associated with the regulation. **Acting Police Chief Ogburn** stated he can bring back information related to the fines. **City Manager Frank** expounded on the renewal of the traffic enforcement agreement, which includes the potential addition of school zone enforcement cameras. He noted that if the City Commission supports the proposal, it would need to be presented as an ordinance at a later date. Brief discussion ensued regarding the proposed pilot program and associated fines. Members of the City Commission expressed the need for more data such as a study to warrant the need for the enforcement cameras. Brief discussion ensued about relocating the speed radar signs currently placed in different areas in the City. A representative from Verra Mobility addressed questions from the City Commission related to fines and conducting a speed study. It was decided to bring this back to a future meeting for discussion, after a study is conducted.

15. Discussion and Direction for Sleepy Harbour Golf Cart Community Designation Request. **(Acting Police Chief Ogburn)**

Acting Police Chief Ogburn clarified that this matter was raised at the request of Commissioner Wilsen and emphasized the need for clarification regarding whether the request originated from an individual resident or the Homeowners Association (HOA). **City Manager Frank** provided additional context on how previous requests were initiated before the installation of signs are placed designating a subdivision as a golf cart community. **Commissioner Wilsen** shared it was a request from an individual but she can go before the Sleepy Harbour HOA to inquire if they support the golf cart community designation. **Commissioner Kennedy** shared his views on the need to review the golf cart community ordinance as he feels it needs to be revised, and not be regulated by the City. Brief discussion followed regarding the potential designation of areas near downtown Ocoee as a golf cart community, which may involve reducing the speed limit.

Brad Lomneck, *Ocoee Resident,* highlighted discrepancies within the ordinance due to recent changes in Florida Statutes. Additionally, expressed concerns about individual subdivisions seeking golf cart designation, as neighboring homes may also desire similar benefits.

- **COMMENTS FROM COMMISSIONERS** 7:28 PM

Commissioner Kennedy – No further comments

Mayor Johnson – Commented on the following:
1) Announced the date of the General Election, provided early voting dates, shared polling location details, and informed attendees that this information is available on the City's website.
2) Announced the Woman's Club of Ocoee Political Forum date, time, and location.

Commissioner Wilsen – Commented on the following:
1) Announced the Spring into Conservation event.
2) Announced the Shred to Protect event.
3) Shared she has received many concerns on Charter Amendments, specifically Question #1 and asked City Attorney Geller to please explain that amendment. She further shared information on the Charter Amendments can be found on the City's website.

Commissioner Firstner – Commented on the following:
1) Announced the Neighborhood Matching Grant Program is now open; there is $28,000 available within the grant, with a maximum of $2,000 per community. The deadline for application submittal is March 15th.

Commissioner Hart – Commented on the following:
1) Shared the recent passing of a dear friend who was a resident of Ocoee.
2) Shared what Black History Month means to him.

Mayor Johnson – Commented on the following:

1) Requested that the City webpage be revamped.
2) Urged citizens to vote, but do research to know and understand who they are voting for.

- **ADJOURNMENT** **7:45 PM**

APPROVED:

Attest: **City of Ocoee**

_____ _____

Melanie Sibbitt, City Clerk **Rusty Johnson, Mayor**

STAFF REPORT

Meeting Date: March 5, 2024
Item #: 2

Contact Name: Melanie Sibbitt
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt
City Manager: Robert Frank

Subject: Approval of Reappointments and One (1) New Appointment to the Citizen Advisory Council for Ocoee Police Department (CACOPD). (City Clerk Sibbitt)

Background Summary:

Members of the Citizen Advisory Council for Ocoee Police Department (CACOPD) serve three-year terms. The Resolution creating the Board allows no more than nine (9) members. At present, the Board consists of eight (8) members following the recent resignation of a member absent from three consecutive meetings.

The terms of Members Gregory Meeks and Patrick Holt expired in January 2024. Both Members Meeks and Holt are willing to serve another three-year term if reappointed. In 2023, Members Meeks and Holt both attended 4 out of 5 meetings. Additionally, one (1) application has been received by Brad Lomneck who has shown an interest in being appointed to the CACOPD to complete a term ending January 2026.

Issue:

Should the Honorable Mayor and City Commissioners appoint Mr. Lomneck to complete a term ending January 2026, and reappoint Members Meeks and Holt to the CACOPD Board to serve a three-year term ending January 2027?

Recommendations:

Staff respectfully recommends that the Honorable Mayor and City Commissioners consider appointing Mr. Lomneck to complete a term ending January 2026, and reappointing Members Meeks and Holt for a three-year term ending January 2027.

Attachments:

1. Board Application
2. Attendance Log 2023
3. Board List

Financial Impacts:

None

Type of Item: Consent

Print Document

Save Document

APPLICATION FOR SERVING ON CITY BOARDS

Please use this form to apply for appointment to a citizen advisory or quasi-judicial board. Completed applications must be signed and submitted to the Office of the City Clerk, 1 N. Bluford Ave., Ocoee, FL 34761 or emailed to ccdl@ocoee.org. Applications are valid for one (1) year from the date of submission. Please direct any questions to the Office of the City Clerk, 407-905-3105.

All submitted applications are public records under Chapter 119, Florida Statutes, and are open to inspection by all persons.

Name (please print) Brad Lomneck E-mail Address blomneck1@gmail.com

Home Address 957 Veronica Cir Ocoee FL 34761 United States

Phone 321 6890732 City Resident at Least 6 Months? ☑ Yes ☐ No City District # 2

When possible, equal representation for all districts shall be maintained on all advisory boards, and the City Commission shall consider the demographic makeup of the board upon making their appointment.

Place of Work ACR Solutions LLC Position Director of Sales

Business Address 957 Veronica Cir Ocoee FL 34761 United States

US Citizen? ☑ Yes ☐ No Registered Voter? ☑ Yes ☐ No City Employee? ☐ Yes ☑ No Dept. _____

Presently Serve on Quasi-judicial Board? ☑ Yes ☐ No If yes, please describe Planning and Zoning

State law prohibits service on more than one quasi-judicial board or elected/appointed office.

Please indicate the board(s) for which you seek appointment by the City Commission. Financial disclosure and/or background checks are required for certain citizen board members; see footnotes.

☐	Citizen Advisory Council for Fire Dept.[2]	☐	Parks & Recreation Advisory Board[2]
☑	Citizen Advisory Council for Police Dept.[2]	☐	Planning & Zoning Commission[1]
☐	Code Enforcement Board[1]	☐	Personnel Board
☐	General Employees' Retirement Trust Fund Board of Trustees[1]	☐	Police Officers' and Firefighters' Retirement Trust Fund Board of Trustees[1]
☐	Human Relations Diversity Board[2]		

[1] Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

[2] Background checks are required before a member may participate in public-contact events.

Is this for Reappointment? ☐ Yes ☑ No

Have Attended at Least 1 Meeting of Requested Board(s)? ☑ Yes ☐ No

You are strongly encouraged to attend at least one meeting of any board for which you seek appointment prior to submitting your application.

List any education, experience, and/or skill or civic involvement that would be relevant to serving on a board.
Is a Resume Attached? ☐ Yes ☑ No

Education: _____

_____

Experience: _____

_____

_____

Special Knowledge or Skills: _____

_____

_____

Community/Civic Organizations & Involvement: _____

_____

Hobbies or Special Interests: _____

_____

ACKNOWLEDGMENT (Check Below):

- ☑ I understand that in accordance with the Florida Sunshine Law, this information will be available for public review and I waive any objections to such publication.
- ☑ If appointed, I agree to faithfully and fully perform the duties of the Board, make every endeavor to serve my full term, and will comply with all laws or Ordinances of the City, County, and State of Florida.
- ☑ I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.
- ☑ I understand that Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

STATE REPORTING REQUIREMENTS

Section 760.80, F.S., requires the City submit a report annually to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes below:

Race
- ○ African-American
- ○ Asian- American
- ○ Hispanic-American
- ○ Native American
- ◉ Caucasian

Gender
- ◉ Male
- ○ Female

Disability
- ☐ Physically Disabled

By my signature below, I attest that the information provided herein is true and correct, and I acknowledge and agree that a background check will be required when my duties include contact with the public.

Signature Bradley Lomneck Date 2-20-2024

Board Member	Term Expires	January	March Special Meeting	March - No Quorum	April Special Meeting	May	July - No Quorum	September	December Special Mtg - No Quorum	Attendance Ratio
Warren Lewis		P	P	Y	P	P	Y	P		5 OF 5
Annette Brown		P	P	N	A	A	Y	P		3 OF 5
Cory Garone		A	P	N/A	A	A	N	P		2 OF 5
Darryl Bruanskill, SR		P	P	Y	P	P	N/A	P		5 OF 5
Jim Moyer		P	P	Y	P	P	N/A	P		5 OF 5
Gregory Meeks		P	P	N	P	P	Y	A		4 OF 5
Patrick Holt		P	P	N/A	P	A	N/A	P		4 OF 5
Jason Mellen		P	P	Y	P	P	N/A	P		5 OF 5
Robert Garay			P	N	P	P	N	P		4 OF 4

P=PRESENT
A=ABSENT
Y=YES
N=NO
N/A=NO RESPONSE

2023 CACOPD Board Prepared by YM

CITIZEN ADVISORY COUNCIL FOR OCOEE POLICE DEPARTMENT

Created by Res. #88-06 on 2/16/88 (Amend by Res. #91-09, 92-07, 96-20, 2003-19, 2006-006, 2010-006 & 2022-02)

3 Year Term

(9 Member Board)

Member	District	Email	Term Expires
1.			January 2026
2. Warren Lewis	1	Walewis051515@gmail.com	January 2026
3. Darryl Braunskill, Sr.	4	Dbraunskill45@gmail.com	January 2025
4. Annette Brown	2	Annettebrown.ocoee@yahoo.com	January 2025
5. Gregory Meeks	1	Gmeeks74@gmail.com Gregory.meeks@24-7intouch.com	January 2024
6. Patrick Holt	1	Patrick.andre.holt@outlook.com	January 2024
7. Jim Moyer	4	Jimmoyer1956@gmail.com	January 2025
8. Jason Mellen	4	Jasonmellen74@gmail.com	January 2026
9. Robert Garay	4	Robert.j.garay@gmail.com	January 2026

Commissioner Liaison

Commissioner Kennedy 407-554-7130 Skennedy@ocoee.org

Staff Liaison

Vincent Ogburn, Acting Police Chief 407-554-7223 vogburn@ocoee.org

Kurtis Beck, Sergeant 407-554-7074 Kbeck@ocoee.org

Back-Up Staff Liaison (in the absence of Sgt. Beck)

Andrea Sanders, Officer 407-554-7204 Asanders@ocoee.org

Recording Clerk

Yazmin Maldonado 407-554-7188 Ymaldonado@ocoee.org

STAFF REPORT

Meeting Date: March 5, 2024
Item #: 3

Contact Name: Melanie Sibbitt
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt
City Manager: Robert Frank

Subject: Approval of Employment Agreement with Craig Shadrix. (City Clerk Sibbitt)

Background Summary:
During the City Commission Meeting held on January 16, 2024, there was a discussion regarding the need for the City Attorney to collaborate with the City Manager in formulating a contract for his successor upon his departure in 2024. Subsequently, during the City Commission Meeting on February 6, 2024, it was confirmed that Assistant City Manager Craig Shadrix was the intended successor and a contract for approval by the City Commission should be prepared accordingly.

Issue:
Should the Honorable Mayor and City Commissioners approve the Employment Agreement with Craig Shadrix to be effective on such date in 2024 that the City of Ocoee Human Resources Director declares the City Manager position vacant?

Recommendations:
City staff recommends the Honorable Mayor and City Commissioners approve the Employment Agreement with Craig Shadrix to be effective on such date in 2024 that the City of Ocoee Human Resources Director declares the City Manager position vacant.

Attachments:
1. Employment Agreement

Financial Impacts:
Funds allocated for the Employment Contract are sufficiently budgeted.

Type of Item: Consent

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into as of the ___ day of _____, 2024 by and between the **CITY OF OCOEE** (hereafter referred to as the "City"), a municipal organization organized and existing under the laws of the State of Florida, with its principal office located at City Hall, 1 North Bluford Avenue, Ocoee, Florida 34761, and **CRAIG SHADRIX** (hereinafter referred to as the "Employee"). This Agreement shall be effective on such date in 2024 that the City of Ocoee Human Resources Director declares the City Manager position vacant.

NOW THEREFORE, in consideration for the mutual covenants contained herein, the parties agree as follows:

1. Employment and Duties:

A. Employment Duties: The City hereby agrees to employ Employee as City Manager and Employee agrees to accept such employment, all subject to the terms and conditions set forth in this Agreement. Unless otherwise provided herein, the Employee shall devote his full time as City Manager and carry out to the best of his ability all duties imposed on him by the City Charter, City Ordinances as they now exist, or from time to time may be changed by the City of Ocoee, and such other duties as the City Commission may from time to time require him. Employee will be in active charge of the management and operation of the City, including the hiring, supervision, evaluation and discipline of all City employees subject to the applicable laws of the United States, the State of Florida, and City Charter and Ordinances of the City now in existence or as subsequently adopted or amended by the City.

B. Duties with Respect to Public Records. Employee will comply with the Florida Public Records Act, chapter 119, Florida Statutes, specifically 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 chapter 119 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 THE EMPLOYEE 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, MELANIE SIBBITT, CITY CLERK, AT (407) 554-7056, msibbitt@ocoee.org, CITY HALL, 1 NORTH BLUFORD AVENUE, OCOEE, FLORIDA 34761.

C. Individual Commission Members: Individual members of the City Commission shall not involve themselves in the day-to-day management of the City, including the administration of the employment policies of the City relating to hiring, evaluation, discipline, retention and supervision, unless otherwise specifically provided herein, or as specifically provided in the City Charter or Ordinances now in existence or as may be subsequently adopted or amended; provided, however the City Manager shall keep the City Commission advised of terminations of managerial-level City employees. The City Manager shall also advise the City Commission of any and all administrative charges and litigation and keep the City Commission updated as to the status of same. Subject to the City's Charter, ordinances, and regulations, the City Commission shall retain the sole and exclusive right to determine whether to settle administrative charges and litigation (including the terms of any settlement) over the City Manager's purchasing authority, or to contest any and all claims, or threatened claims involving the City and employees acting within the scope of their authority as City employees, including those claims related to the City personnel rules and regulations,

except when by official action the City Commission determines otherwise, or the law otherwise provides, or except where otherwise provided in the Purchasing Rules and Regulations.

2. Term:

A. The term of employment under this Agreement will commence on such date in 2024 as the City of Ocoee Human Resources Director declares the City Manager position vacant, and continue until terminated by either party as provided in paragraph 7 below.

3. Compensation & Benefits:

A. The City will pay Employee for all services rendered and performed hereunder, a base salary, effective July 1, 2024, of $220,000.00 per annum, in equal installments paid bi-weekly (26 pay periods per annum), or as otherwise mutually agreed; provided, however, that unless otherwise agreed to by the City and Employee, as of October 1 of each year the Employee's base salary shall automatically increase based on cost of living increases (COLAs) and merit increases, if any, uniformly provided by the City to Department Directors of the City.

B. Employee's job performance may be reviewed and evaluated by the City Commission periodically under this Agreement and discussed with Employee by the City Commission or its designee.

C. Any increases in Employee's base salary beyond those set forth in Paragraph 3A above shall be negotiated by the City Commission, or its designee and the Employee. Any salary increase for Employee must be approved by the City Commission, but does not require a formal amendment to this Agreement; provided, however, that the COLA and merit increases referenced in Paragraph 3A above shall not require any specific approval by the City Commission.

D. Employee shall continue in the City of Ocoee's General Employee's Pension Plan and be considered as "vested" and shall, thereafter during the term of this Agreement, contribute 7.4% of his annual base salary to such pension plan in the same manner as other employees.

4. Fringe Benefits:

A. Generally.

(1) Employee shall be eligible for and participate in all fringe benefits uniformly provided to Department Directors of the City on the same basis and under the same conditions as provided to said employees.

(2) Employee shall receive five (5) days per year of administrative leave in the same manner provided to at-will employees of the City.

(3) Employee shall be eligible for life insurance at two (2) times his annual salary.

B. Vehicle: City shall provide a full size sedan or sports utility vehicle for Employee's business and personal use within the State of Florida. City shall be responsible for all costs related to the vehicle in the same manner as is provided for the Police Chief and Fire Chief.

C. Equipment: The City shall furnish Employee a cellular smartphone and iPad (or similar hardware as technology changes) for Employee to use for City business. All records relating to the City-provided cell phone are public records subject to the Florida Public Records Act, Chapter 119, Florida Statutes.

D. Dues, Subscriptions, and Education: Subject to presentation of proper receipts or invoices and the appropriation of funds as part of the City's annual budget, City agrees to pay the Employee's professional dues for national, regional, state, and local organizations relating to local government, as well as subscriptions to publications and websites and graduate-level certificate education programs such as the Senior Executives in State and Local Government program at Harvard University, that Employee determines are reasonably necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the City. Additionally, the City shall pay for other memberships and subscriptions on behalf of the Employee, which the City Commission, in its exclusive discretion, approves in advance.

E. Conventions: (1) City hereby agrees to budget and to pay the registration fees, travel and subsistence for attendance by Employee as a member in good standing to the annual meeting or convention of the International City Management Association, the Florida League of Cities, Florida City and County Manager's Association, and the National League of Cities, and other conferences deemed necessary for the economic development and advancement of the City.

F. Other Expense Reimbursements: All other expenses shall be reimbursed in accordance with the City policy applicable to all employees.

G. Deferred Compensation: In addition to the base salary paid to the Employee, the City agrees, during the term of this Agreement, to contribute annually ten percent (10%) of the base salary of Employee, up to the maximum allowed, into a deferred compensation plan on Employee's behalf, such plan to be designated by Employee, with such contributions being in equal proportionate amounts each pay period. The City agrees while Employee is employed by the City to execute all necessary agreements in connections with any such deferred compensation plan in order to allow for Employee's continued participation therein. Participation by the Employee in the City of Ocoee General Employees' Pension Plan shall not affect the obligation of the City under this subparagraph.

5. Extent of Services and Hours of Work:

A. Except during periods of illness, vacation, or authorized absences of a day or more, Employee will devote his best efforts to the performance of his duties and responsibilities under this Agreement. Nothing herein will limit Employee's right to make passive investments, to participate in charitable service and organizations, other community activities and trade and professional organizations, or to undertake other activities which do not interfere with the performance of his duties under this Agreement as determined by the City Commission. It is mutually agreed that participation in charitable service, other community activities, and trade and professional organizations provide a benefit to the City. Employee shall not be employed on a full or part-time basis by any other person or entity without the written permission of the City Commission. However, written permission shall not be required for occasional teaching, writing, speaking, or consulting even if Employee receives outside compensation for such services. Such activities are expressly allowed, provided they do not interfere with the efficient operation of City business or present a conflict of interest with the City of Ocoee.

B. Employee shall be "on-call" twenty-four (24) hours a day and agree to make himself available as needed; however he may take advantage of any alternative work schedule offered to other employees. It is recognized that Employee's duties as City Manager require a great deal of time outside of normal office hours. It is also recognized that Employee is required to devote an unspecified amount of time and energy to carry out those duties with the highest amount of professionalism possible and that, because of

the 24-hour nature of his responsibilities, interference with his private life is to be expected. That being the case, the parties recognize that Employee may choose to take occasional casual time off within the general area of the City of Ocoee during the City's normal business hours when his duties allow and his absence will not interfere with the efficient operation of City business; provided, however, that he is at all times immediately available by phone, except during periods of illness, vacation, and other absences to which Employee gives notification to the Mayor and/or City Commission. This casual time off is not considered as PTO or administrative leave. Employee agrees that, at all times, he will conduct himself in a professional manner and not bring discredit to the City or to the operation of its business.

6. Indemnification and Cooperation:

A. The City shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action for which the City is legally responsible for actions of Employee acting in his capacity as the City Manager and which are within the scope of his authority and employment as City Manager, subject to applicable law and the City Charter and Ordinances, and any limitations contained therein.

B. In the event of actual or threatened litigation and/or administrative proceedings involving the City which arise out of the operation or actions which occurred or are alleged to have occurred during Employee's employment as City Manager, Employee will cooperate with the City and its counsel in assisting the City in every legal manner to prevail in such action. The City shall pay Employee's reasonable travel expenses and subsistence expenses including any expenses incurred in preparation for and conduct of discovery, settlement, and trial of any such matters.

C. Employee further agrees that unless required by law, he will not cooperate with or assist any party, person, or entity who has, had or may have, or asserts that he has or may have any claim or any nature against the City, its agents, officers, employees, City Commission members or representatives, without the express written permission of the City Commission, or its designee, unless under subpoena or other legal process.

D. Employee shall not disclose any confidential, privileged, or private information involving the business of the City to any person or entity without the written permission of the City Commission, or its designee, unless required to do so by law, including court order.

7. <u>Termination</u>:

A. Termination by Employee: The Employee may resign and terminate this Agreement upon thirty (30) days written notice to the City. Should Employee resign his employment and terminate this Agreement:

1. Employee shall receive no severance pay or benefits under this Agreement, except as may be otherwise provided in the City Personnel Rules and Regulations applicable to him if he resigns his employment.

2. This Agreement (except for Paragraph 6 and obligations regarding the production of public records in Employee's possession or control under chapter 119, Florida Statutes, which shall remain in force and effect for as long as the law allows) shall be automatically canceled, and except as to those paragraphs that continue in effect, neither Employee nor the City shall have any further obligation one to the other under this Agreement or otherwise.

B. Termination by the City:

1. Subject to the procedures set forth in Article IV, C-22 of the City Charter, the Employee and this Agreement may be terminated at any time, with or without cause, at the will and pleasure of the City Commission.

2. Except as provided in Paragraph 7B.3. below, and subject to subparagraphs 7B.2.(c) and (d) below, if Employee is terminated he shall be paid severance pay under the conditions set forth in subparagraphs 7B.2.(a)-(h) below. A vote by a majority of the City Commission to offer Employee the opportunity to voluntarily resign in lieu of termination, shall be considered a termination under and subject to the conditions set forth in this subparagraph 7B.2. below:

(a) The Employee shall receive severance pay equal to twenty (20) weeks base salary if terminated, in accordance with Florida Statutes § 215.425(4)(a)1.; provided, however, there shall be no severance pay due in cases of termination for misconduct, as defined by Florida Statutes 443.036, consistent with Paragraph 7B.3., or termination by the Employee. City shall continue to pay for the premium necessary to provide Employee group medical insurance for a period of five (5) months from the date of the Employee's termination under paragraph 7B., just as if he had remained actively employed during such period, but subject to the conditions set forth in

subparagraph 7B.2.(d) and 7B.3. below.

(b) Employee shall comply with paragraphs 6B. through 6D. of this Agreement (Confidentiality and Cooperation) following termination of this Agreement.

(c) The City shall no longer be obligated to pay the premiums for Employee's group medical insurance under subparagraph 7B.2.(b) above once Employee has obtained employment with another employer who offers group medical insurance for which Employee meets that employer's eligibility requirements (and assuming any waiting periods have passed) or after five (5) months from the date of the Employee's termination under paragraph 7B., whichever first occurs.

(d) Upon termination of this Agreement, neither Employee nor the City shall have any obligation one to the other except (i) as set forth in Paragraph 6, (ii) for accrued benefits, if any, to which Employee is entitled, if any, under the City Personnel Rules and Regulations applicable to him as a terminated Employee, or (iii) as otherwise provided in this Agreement.

(e) In consideration for receiving termination benefits under this Agreement, Employee shall execute a general release of all City officers, City Commission members, employees and representatives of any and all claims he has, had or may have arising out of his employment or the cessation thereof under this Agreement and all applicable federal, state and local laws, including but not limited to claims of illegal discrimination, intentional and unintentional torts, and all other types of claims whether known or unknown through the date of his termination.

(f) In the event the form of government of the City is changed to a "strong Mayor" or similar form of government for which there is no City Manager, Employee may elect to voluntarily resign, in which event said resignation shall be treated as termination under paragraph 7B. and shall be subject to all of the subparagraphs set forth therein; provided, however, unless released by the City, the Employee agrees to remain actively employed for thirty (30) days, or longer upon mutual agreement, after the "strong Mayor" or other chief

executive officer under a similar form of government takes office and during that time shall assist in the transition.

(g) In the event Employee is entitled to severance pay from the City, the City shall, in addition to the severance pay, pay Employee the amount of premium the City would have paid for employee life insurance and disability insurance had he remained employed during the time period for which severance pay is provided.

3. The City shall have no obligation to pay any severance pay or to provide Employee group medical insurance under paragraph 7B.2. hereunder unless otherwise required by law if Employee is terminated for any or a combination of the following:

(a) Dishonesty with respect to the business and operation of the City.

(b) Violation of the City drug policy.

(c) Refusal to cooperate in a legal investigation involving any aspect of the business or operation of the City conducted by or at the direction of the City Commission.

(d) Conviction or pleading guilty *nolo contendere* to a felony.

(e) Causing the City to be found in violation of law through gross neglect or willful or intentional conduct by Employee.

Except as may otherwise be required by the City Charter, in the event Employee is charged with a felony or crime involving moral turpitude, the City shall have no obligation to pay Employee severance under paragraph 7B.2. above unless and until a judgment of acquittal is entered by the Court.

8. <u>Notice and Consent</u>:

Any written or other notice required by this Agreement shall be deemed delivered as follows:

A. As to the City, when delivered by personal service to the City Clerk at the City Hall during the regular business hours of the City, or by Certified or Registered mail to the City Clerk at the City Hall, said delivery to be verified by an executed Certified or Registered mail receipt, signed by the City Clerk or the City Clerk's designee.

B. As to Employee, by personal service to him, by an email whose receipt is acknowledged by the Employee, or via Certified or Registered mail to him at the most recent mailing address set forth in the City's personnel records.

9. <u>Miscellaneous</u>:

A. The City's Personnel Rules and Regulations as they now exist or as they may be later modified by the City shall apply to Employee except:

1. When inconsistent with this Agreement or the City Charter.

2. Section 15 (Disciplinary Action/Termination) and 16 (Grievance Procedure), shall not apply to Employee.

B. The Employee shall move into the City within 1 year of beginning employment as City Manager, or within such time as the City Charter and City Commission may otherwise allow. At such time that Employee establishes residence within the city, the City shall disburse to Employee for: $4,000.00 for reasonable packing, moving, insurance, unpacking, installation of Employee's household effects at a new residence in the City, meals while household effects are being moved, utility connection charges, and any other household expenses reasonably necessitated by his relocation; and $6,000.00 toward closing costs on a residence located within the City of Ocoee.

C. This Agreement shall be interpreted, construed and governed according to the laws of the State of Florida. In the event of litigation to enforce this Agreement, the prevailing party shall be entitled reasonable attorney's fees and costs, including for any appeals, in addition to any other relief to which the prevailing party is entitled in accordance with applicable law.

D. No amendment or variation of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

E. The Employee's rights and obligations under this Agreement are personal and are not assignable; provided, however, in the event of Employee's death any accumulated but unused benefits to which an Employee's heirs and executors are entitled under the City Personnel Rules and Regulations shall inure to the benefits of Employee's heirs and executors to the same extent as all other City Employees. Severance payments under Paragraph 7B.(2) shall not be applicable in the event of the Employee's death.

F. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

G. This Agreement supersedes any and all other understandings or agreements, whether written or oral, and constitutes the complete and full agreement between the parties, and may be modified only by the written agreement of Employee and the City Commission.

IN WITNESS WHEREOF, CITY and Craig Shadrix have executed this Contract to become effective on July 1, 2024.

ATTEST:

_____
Witness

APPROVED:

BY:_____

PRINT NAME:_____

TITLE: _____

(SEAL)

ATTEST:

Melanie Sibbitt, City Clerk

(SEAL)

APPROVED:
CITY OF OCOEE, FLORIDA

Rusty Johnson, Mayor

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

FISHBACK DOMINICK

BY: _____
Richard S. Geller, Esquire
City Attorney

APPROVED BY THE OCOEE CITY COMMISSION AT A MEETING HELD ON _____ UNDER AGENDA ITEM No.___.

STAFF REPORT

Meeting Date: March 5, 2024
Item #: 4

Contact Name: CJ VanCamp
Contact Number: Ext. 2006

Department Director: Tom Smothers
City Manager: Robert Frank

Subject: Approval to Submit Application to the Firefighter Assistance Grant for the Purchase of Firefighter Emergency Bailout Systems. (Deputy Fire Chief Van Camp)

Background Summary:

The Department of Homeland Security opened the application period for the Assistance to Firefighters Grant Program (AFG) for FY 2023 in February 2024. The program assists rural, urban, and suburban fire departments throughout the U.S. These funds are used by the nation's firefighters to increase the effectiveness of firefighting operations, improve firefighter health and safety programs, and establish or expand fire prevention and safety programs. Congress provided $324 million in appropriations for the FY 2023 AFG.

The Fire Department is seeking this grant funding for the purchase of sixty-three (63) new firefighter emergency bailout systems. Bailout systems provide quick, efficient, and safe methods for escaping a fire or other high-hazardous environments when standard methods of departure – via stairs, elevator, or a ladder – are not possible. The system allows firefighters to bail out of, for example, multi-story residences, apartment complexes, or office buildings, through an unconventional means of exit, such as through a window. The system consists of three primary components, which are a hook, a rope, and a descender. Each firefighter would be issued a bailout system and the department would conduct annual training to ensure competency.

The total grant submittal will be for sixty-three (63) firefighter emergency bailout systems, for a total of $38,093, with the City's match being $3,809 or 10% of the total. Awards will be made in phases beginning early in the new calendar year. The AFG has become a highly competitive process; therefore, all efforts have been made to identify submittal items that are in the greatest need and most directly meet the priorities established by the Department of Homeland Security.

Issue:

Should the Honorable Mayor and City Commissioners approve submittal of the grant application to acquire sixty-three (63) new firefighter emergency bail out systems?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve the request to submit the grant application.

Attachments:

1. 2023 Notice of Opportunity

Financial Impacts:
The total cost of sixty-three (63) firefighter emergency bail out systems is $38,093. The AFG would provide 90% ($34,284) of the total cost. If successful, the financial impact on the City would be the remaining 10% ($3,809), which has been included in the department's 2023-2024 budget.

Type of Item: Consent

The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2023 Assistance to Firefighters Grant Program

All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI number is issued by the system. Requesting a UEI using Sam.gov can be found at https://sam.gov/content/entity-registration.

Grants.gov registration information can be found at https://www.grants.gov/web/grants/register.html.

Planned UEI Updates in Grant Application Forms:

> *On April 4, 2022, the Data Universal Numbering System (DUNS) Number was replaced by a new, non-proprietary identifier requested in, and assigned by, the System for Award Management (SAM.gov). This new identifier is the Unique Entity Identifier (UEI).*
>
> *Additional Information can be found on Grants.gov.*

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A. Program Description

1. Issued By
U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

2. Assistance Listings Number
97.044

3. Assistance Listings Title
Assistance to Firefighters Grant (AFG)

4. Funding Opportunity Title
Fiscal Year 2023 Assistance to Firefighters Grant (AFG)

5. Funding Opportunity Number
DHS-23-GPD-044-00-98

6. Authorizing Authority for Program
Section 33 of the *Federal Fire Prevention and Control Act of 1974*, Pub. L. No. 93-498, as amended (15 U.S.C § 2229)

7. Appropriation Authority for Program
Title III, Division F of the *Department of Homeland Security Appropriations Act, 2023* (Pub. L. No. 117-328)

8. Announcement Type
Initial

9. Program Category
Preparedness: Fire and Life Safety

10. Program Overview, Objectives, and Priorities

a. ***Overview***

The Fiscal Year (FY) 2023 Assistance to Firefighters Grant (AFG) Program is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA's) focus on enhancing the safety of the firefighters and therefore public with respect to fire and fire-related hazards. The AFG Program provides financial assistance directly to eligible fire departments, nonaffiliated emergency medical service (EMS) organizations, and State Fire Training Academies (SFTAs) for critical training and equipment. The AFG Program has awarded approximately $8.4 billion in grant funding to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience. Since FY 2018, the AFG Program has awarded more than 600 fire apparatuses, 102,000 personal protective equipment items, and 124,000 other fire equipment to more than 3,800 unique recipients. During the same period, the AFG Program awarded 588 recipients approximately $90

million to modify department facilities or implement wellness and fitness priorities to protect firefighter health. Information about success stories for this program can be found at Assistance to Firefighters Grants Program | FEMA.gov.

The AFG Program represents part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the five basic homeland security missions noted in the DHS Strategic Plan for Fiscal Years 2020-2024, the AFG Program supports the goal to Strengthen Preparedness and Resilience. In awarding grants, the FEMA Administrator is required to consider:

- The findings and recommendations of the Technical Evaluation Panel (TEP);
- The degree to which an award will reduce deaths, injuries and property damage by reducing the risks associated with fire related and other hazards;
- The extent of an applicant's need for an AFG Program grant and the need to protect the United States as a whole; and
- The number of calls requesting or requiring a firefighting or emergency medical response received by an applicant.

The 2022-2026 FEMA Strategic Plan creates a shared vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. The AFG Program directly supports Goal 3 to Promote and Sustain a Ready FEMA and Prepared Nation. We invite all our stakeholders and partners to join us in building a more prepared and resilient nation.

b. ***Objectives***

The goal of the AFG Program is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards. The objectives of the AFG Program are to provide critically needed resources that equip and train emergency personnel to recognized standards, outfit responders with compliant personal protective equipment to increase responders' physical protection against hazards during incident response, provide funding to retrofit or modify facilities to protect personnel from known health hazards, acquire emergency response vehicles, design and implement health, wellness and resiliency programs that prepare responders for incident response, enhance operational efficiencies, foster interoperability, and support community resilience.

c. ***Priorities***

Information on program priorities and objectives for the FY 2023 AFG Program can be found in Appendix B – Programmatic Information and Priorities.

11. Performance Measures

The grant recipient is required to collect data to allow FEMA to measure performance of the awarded grant in supporting AFG Program metrics, which are tied to the programmatic objectives and priorities. To measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient must submit sufficient information to demonstrate it has met the performance goal as stated in its award. FEMA will measure the recipient's performance of the grant by

comparing the number of items, supplies, projects, and activities needed and requested in its application with the number acquired and delivered by the end of the period of performance using the following programmatic metrics:

- Percentage of AFG Program personal protective equipment (PPE) recipients who equipped 100% of on-duty active members with PPE in compliance with applicable NFPA and Occupational Safety and Health Administration (OSHA) standards.
- Percentage of AFG Program equipment recipients who reported that the grant award brought them into compliance with either state, local, NFPA or OSHA standards.
- Number of AFG Program grant recipients who reported having successfully replaced their fire vehicles in accordance with industry standards.
- Percentage of AFG Program training recipients who reported that the grant award allows their members to achieve firefighter training level I and firefighter training level II within one year of coming into service.
- Percentage of AFG Program wellness and fitness recipients who reported that the grant award allows their members to achieve minimum physical and/or mental operational readiness requirements through tailored health-related fitness programs.
- Percentage of AFG Program grant recipients for modifications to facilities projects who reported that the grant award brought them into compliance with either state, local, NFPA, or OSHA standards on housing and readiness posture.

Please see Appendix B for additional information on the criteria used to evaluate the program priorities.

B. Federal Award Information

1. Available Funding for the NOFO: **$324 million**[1]

2. Projected Number of Awards: **2,000**

3. Period of Performance: **24 months**

Although all recipients are expected to complete the awarded activities within the period of performance specified in the award package, extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to Section H.

FEMA awards under most programs, including this program, only include one budget period, so it will be the same as the period of performance. *See* 2 C.F.R. § 200.1 for definitions of "budget period" and "period of performance."

[1] Note that this figure differs from the total amount appropriated under the *Title III, Division F* of *Department of Homeland Security Appropriations Act,* 2023, Pub. L. No. 117-328. In this FY 2023 AFG Program NOFO, percentages of "available grant funds" refers to the total amount appropriated—$360,000,000—by Pub. L. No. 117-103 to meet the statutory requirements of § 33 of the *Federal Fire Prevention and Control Act of 1974*, as amended (codified at 15 U.S.C. § 2229). A portion of these "available grant funds" will be allocated to the Fire Prevention and Safety (FP&S) Program, which will have a separate NOFO and application period. $36,000,000 will be allocated to FP&S for FY 2023.

4. Projected Period of Performance Start Date(s): **N/A**[2]

5. Projected Period of Performance End Date(s): **N/A**

6. Funding Instrument Type: **Grant**

C. Eligibility Information

1. Eligible Applicants

- ***Fire Departments:*** Fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,[3] or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal or territorial authority (city, county, parish, fire district, township, town or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area.

- ***Nonaffiliated EMS organizations:*** Nonaffiliated EMS organizations operating in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,[3] or any federally recognized Indian tribe or tribal organization. A nonaffiliated EMS organization is an agency or organization that is a public or private nonprofit emergency medical service entity providing medical transport that is not affiliated with a hospital and does not serve a geographic area in which emergency medical services are adequately provided by a fire department. FEMA considers the following as hospitals under the AFG Program:
    - Clinics;
    - Medical centers;
    - Medical colleges or universities;
    - Infirmaries;
    - Surgery centers; and
    - Any other institution, association, or foundation providing medical, surgical or psychiatric care and/or treatment for the sick or injured.

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[2] FEMA funds AFG Program awards on a rolling basis; as such, the date the FEMA Assistant Administrator for the Grant Programs Directorate signs the obligating document dictates the unique Period of Performance start and end dates for each award.

[3] The District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico are all defined as "States" in the Federal Fire Prevention and Control Act of 1974. *See* 15 U.S.C. § 2203(10).

- ***State Fire Training Academies***: A SFTA operates in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico.[3] Applicants must be designated either by legislation or by a governor's declaration as the sole fire service training agency within a state, territory, or the District of Columbia and recognized by the National Fire Academy. The designated SFTA shall be the only agency, bureau, division or entity within that state, territory, or the District of Columbia, to be an eligible SFTA applicant under the AFG Program.

- ***Non-federal airport and/or port authority fire or EMS organizations*** are eligible only if they have a formally recognized arrangement with the local jurisdiction to provide fire suppression or emergency medical services on a first-due basis outside the confines of the airport or port facilities. Airport or port authority fire and EMS organizations whose sole responsibility is suppression of fires or EMS response on the airport grounds or port facilities are not eligible for funding under the AFG Program.

An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: ***1) a current employee, personnel, official, staff or leadership of the non-federal entity; and 2) duly authorized to apply for an award on behalf of the non-federal entity at the time of application.***

Further, the Authorized Organization Representative (AOR) must be a duly authorized current employee, personnel, official, staff or leadership of the recipient and ***provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.***

2. Applicant Eligibility Criteria

The FY 2023 AFG Program has three activities:

- Operations and Safety;
- Vehicle Acquisition; and
- Regional Projects.

Each activity has its own eligibility requirements. These requirements are outlined in Appendix B– Programmatic Information and Priorities.

3. Other Eligibility Criteria/Restrictions

a. ***National Fire Incident Reporting System (NFIRS)***

Although NFIRS reporting is not a requirement to apply for AFG Program funding, fire departments that receive funding under this program must agree to provide information to the NFIRS for the period of performance covered by the assistance. If a recipient does not currently participate in the incident reporting system and does not have the capacity to report at the time of the award, that recipient must agree to provide information to the system for a 12-month period commencing as soon as possible after they develop the capacity to report. Capacity to report to NFIRS must be established prior to the end of the 24-month

performance period. The recipient may be asked by FEMA to provide proof of compliance in reporting to NFIRS. Any recipient that stops reporting to NFIRS during their grant's period of performance may be subject to the remedies for noncompliance at 2 C.F.R. § 200.339, unless it has yet to develop the capacity to report to NFIRS, as described above. There is no NFIRS reporting requirement for nonaffiliated EMS organizations or SFTAs.

Note: Although data collection is an important tool for understanding and justifying assistance, participation in other data sources (e.g., National Fire Operations Reporting System [NFORS]) does not satisfy the requirement for reporting to NFIRS.

b. ***National Incident Management System (NIMS)***
AFG Program applicants are not required to comply with NIMS to apply for AFG Program funding or to receive an AFG Program award. However, any applicant who receives an FY 2023 AFG Program award must achieve the level of NIMS compliance required by the Authority Having Jurisdiction (AHJ) over the applicant's emergency service operations (e.g., a local government) prior to the end of the grant's period of performance.

4. Maintenance of Effort (MOE)
Pursuant to 15 U.S.C. § 2229(k)(3), an applicant seeking an AFG Program grant shall agree to maintain, during the term of the grant, the applicant's aggregate expenditures relating to activities allowable under this NOFO, at not less than 80% of the average amount of such expenditures in the two fiscal years prior to the fiscal year an AFG Program grant is awarded.

In other words, an applicant agrees that if it receives a grant award, the applicant will keep its overall expenditures during the award's period of performance to at least 80% or more of the average of what the applicant spent on such costs for those activities in fiscal years 2021 and 2022. This includes those funded with non-federal funding for activities that could be allowable costs under this NOFO.

5. Cost Share or Match
Recipient cost sharing is generally required as described below and pursuant to 15 U.S.C.§ 2229(k)(1). In general, eligible applicants shall agree to make available non-federal funds to carry out an AFG Program award in an amount equal to not less than 15% of the federal funds awarded. Exceptions to this general requirement apply to entities serving smaller communities as follows:

- When serving a jurisdiction of 20,000 residents or fewer, the applicant shall agree to make available non-federal funds in an amount equal to not less than 5% of the grant awarded;
- When serving a jurisdiction of more than 20,000 residents but not more than 1 million residents, the applicant shall agree to make available non-federal funds in an amount equal to not less than 10% of the grant awarded;
- When serving a jurisdiction of more than 1 million residents, the applicant shall agree to make available non-federal funds in an amount equal to not less than 15% of the grant awarded.

The cost share for SFTAs will apply the requirements above based on the total population of the state. The cost share for a Regional application will apply the requirements above based on the aggregate population of the primary first due response areas of the host and participating partner organizations that execute a Memorandum of Understanding as described in Appendix B.g- Regional Applications.

FEMA has developed a cost share calculator tool to assist applicants with determining their cost share. The cost share tool is available on the FEMA website at Assistance to Firefighters Grants.

a. ***Types of Cost Share***

i. ***Cash (Hard Match):*** Cost share of non-federal cash is the only allowable recipient contribution for AFG Program activity (Vehicle Acquisition, Operations and Safety, and Regional).

ii. ***Trade-In Allowance/Credit:*** On a case-by-case basis, FEMA may allow recipients already owning assets acquired with non-federal cash to use the trade-in allowance/credit value of those assets as cash for the purpose of meeting their cost share obligation. For FEMA to consider a trade-in allowance/credit value as cash, the allowance amount must be reasonable, and the allowance amount must be a separate entry clearly identified in the acquisition documents.

iii. ***In-kind (Soft Match):*** In-kind cost share is not allowable for the AFG Program.

The award budget will not account for any voluntary committed cost sharing or overmatch. The use of an overmatch is not given additional consideration when scoring applications.

b. ***Economic Hardship Waivers***

The FEMA Administrator may waive or reduce recipient cost share or Maintenance of Effort (MOE) requirements in cases of demonstrated economic hardship. Please see Appendix C – Award Administration Information for additional information.

D. Application and Submission Information

1. Key Dates and Times

a. ***Application Start Date:*** ***January 29, 2024 at 8 a.m. ET***

b. ***Application Submission Deadline:*** ***March 8, 2024 at 5 p.m. ET***

All applications **must** be received by the established deadline.

FEMA's Grants Outcomes System (FEMA GO) automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative (AOR) role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled "Timely Receipt Requirements and Proof of Timely Submission" in Section D.8 of this NOFO.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. "Timely notification" of FEMA means the following: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in Section G of this NOFO "DHS Awarding Agency Contact Information." For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9 a.m. – 6 p.m. ET. For programmatic or grants management questions, please contact your Program Analyst or Grants Management Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the AFG Program Helpdesk at (866) 274-0960 or by e-mail at FireGrants@fema.dhs.gov. The AFG Program Helpdesk is open Monday through Friday, 8 a.m. – 4:30 p.m. ET.

c. ***Anticipated Funding Selection Date:***
No later than April 30, 2024

d. ***Anticipated Award Date:***
Beginning on approximately April 30, 2024 and continuing thereafter until all FY 2023 AFG Program grant awards are issued (but no later than September 30, 2024).

e. ***Other Key Dates***

Event	Suggested Deadline for Completion
Obtaining Unique Entity Identifier (UEI) number	Four weeks before actual submission deadline
Obtaining a valid Employer Identification Number (EIN)	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or updating SAM registration	Four weeks before actual submission deadline
Registering Organization in FEMA GO	Prior to beginning application
Submitting complete application in FEMA GO	One week before actual submission deadline

2. Agreeing to Terms and Conditions of the Award
By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. Address to Request Application Package

Applications are processed through the FEMA GO system. To access the system, go to https://go.fema.gov/.

Note: Hard copies of the application are not available. However, the Telephone Device for the Deaf (TDD) and/or Federal Information Relay Service (FIRS) number available for this Notice is (800) 462-7585.

4. **Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management (SAM)**
   Each applicant, unless they have a valid exception under 2 CFR 25.110, must:
   1) Be registered in Sam.Gov before application submission.
   2) Provide a valid Unique Entity Identifier (UEI) in its application.
   3) Continue to always maintain an active System for Award Management (SAM) registration with current information during the Federal Award process.

5. **Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application**
   Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

   Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

   To apply for an award under this program, all applicants must:

   a. Apply for, update, or verify their Unique Entity Identifier (UEI) number and Employer Identification Number (EIN) from the Internal Revenue Service;
   b. In the application, provide an UEI number;
   c. Have an account with login.gov;
   d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
   e. Register in FEMA GO, add the organization to the system, and establish the Authorized Organizational Representative (AOR). The organization's electronic business point of contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see the FEMA GO Startup Guide
   f. Submit the complete application in FEMA GO; and
   g. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

   Applicants are advised that FEMA may not make a federal award until the applicant has

complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting FireGrants@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain an UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

6. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity. **For this funding opportunity, FEMA requires applicants to submit applications through FEMA GO.**

7. How to Register to Apply

a. ***General Instructions:***

Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have an UEI number, an EIN, an active SAM registration and FEMA GO account to apply for grants.

b. ***Obtain an UEI Number:***

All entities applying for funding, including renewal funding, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form.

For more detailed instructions for obtaining a UEI number, refer to Sam.gov.

c. ***Obtain Employer Identification Number***
All entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting Apply for an Employee Identification Number (EIN) Online.

d. ***Create a login.gov account:***
Applicants must have a login.gov account to register with SAM or update their SAM registration.

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements, visit SAM registration.

e. ***Register with SAM:***
All organizations applying online through Grants.gov must register with SAM. Failure to register with SAM will prevent your organization from applying through Grants.gov. SAM registration must be renewed annually and must remain active throughout the entire grant life cycle. Organizations will be issued a UEI number with the completed SAM registration.

For more detailed instructions for registering with SAM, refer to Register with SAM.

Note: As a **new requirement** per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the past three years, if applicable.

I. ADDITIONAL SAM REMINDERS
Existing SAM.gov account holders should check their account to make sure it is "ACTIVE." SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being "INACTIVE." **Please allow plenty of time before the grant application submission deadline to obtain an UEI number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA's system recognizes the information.**

It is imperative that the information applicants provide is correct and current. Please ensure that your organization's name, address, and EIN are up to date in SAM and that the UEI number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient's having a current SAM registration.

II. HELP WITH SAM
The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration,

please contact the Federal Support Desk or call toll-free (866) 606-8220 Monday through Friday, 8 a.m. - 8 p.m. ET.

f. ***Register in FEMA GO, Add the Organization to the System, and Establish the AOR:*** Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see FEMA GO Startup Guide.

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome;
- Internet Explorer;
- Mozilla Firefox;
- Apple Safari; and
- Microsoft Edge,

Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

8. Submitting the Application

Applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D.9 of this NOFO, "Content and Form of Application Submission." The Standard Forms (SF) may be accessed in the Forms tab under the SF-424 family on Grants.gov. Applicants should review these forms before applying to ensure they have all the information required.

After submitting the final application, FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the application. Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives your application.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled "Content and Form of Application Submission" under Section D.9 of this NOFO.

9. Timely Receipt Requirements and Proof of Timely Submission

All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the AOR role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission on the date and time that FEMA GO received the application.

Applicants who experience system-related issues will be addressed until 3 p.m. ET on the date applications are due. No new system-related issues will be addressed after this

deadline. Applications not received by the application submission deadline will not be accepted.

10. Content and Form of Application Submission

a. ***Standard Required Application Forms and Information***

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available on Grants.gov SF-424 Family.

- **SF-424, Application for Federal Assistance**
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**
- **SF-424A, Budget Information (Non-Construction)**
- **SF-424B, Standard Assurances (Non-Construction)**
- **SF-LLL, Disclosure of Lobbying Activities**
- **Indirect Cost Agreement or Proposal** if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see Section D.10 of this NOFO, "Funding Restrictions and Allowable Costs," for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be available, or contact the relevant FEMA staff identified in Section G of this NOFO, "DHS Awarding Agency Contact Information" for further instructions.

b. ***Program-Specific Required Forms and Information***

For program-specific required and optional forms and information, please see the Appendices to this NOFO.

Note: FEMA evaluates each application on its merit, veracity, and accuracy to ascertain how the narrative statement(s) outlined within the application depicts the applicant's and their community's uniqueness, their particular risks, and how selecting them over a similarly situated applicant advances the objectives of AFG to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience. At any time during application review process, including the technical review stage, FEMA may request additional documentation from applicants, including but not limited to:

- Copies of official or certified documents demonstrating the claimed financial need;
- Copies of the applicant's needs assessment report, survey, or any documented other efforts undertaken to identify the applicant's unique project objectives;
- Copies of the risk analysis conducted to ascertain how said project will address the applicant's unique needs in alignment with their mission and AFG grant purpose;
- Additional information or evidence detailing the applicant's particular risks; and
- Any other information deemed necessary to adequately weigh the applicant's assistance request for funding under this discretionary-competitive grant program. No applicant is guaranteed funding.

The narrative statement blocks do not allow for formatting. Do not type the narrative statements using only capital letters. Additionally, do not include tables, special characters,

fonts (e.g., quotation marks, bullets), or graphs. Space for the narrative statements is limited. Although each element must have a minimum of 200 characters, the maximum number of characters varies based on the questions being asked.

11. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. *See* 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards under this program is the same as the period of performance).

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in this NOFO, the terms and condition of an award, or other program materials, costs charged to awards covered by this NOFO must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. To be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award.

Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, requirements in this NOFO as well as with the terms and conditions of the award. If FEMA staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, grant recipients and subrecipients may only use federal funds or funds applied to a cost share for the purposes set forth in this NOFO and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award.

Grant funds may not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

Additionally, federal employees are prohibited from serving in any capacity (paid or unpaid) on the development of any proposal submitted under this program.

a. *Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services*

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13,

2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Guidance is available at Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, FEMA Policy #405-143-1 or superseding document.

Additional guidance is available at Contract Provisions Guide: Navigating Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

Effective August, 13, 2020, FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

- Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

I. Replacement Equipment and Services

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO.

II. Definitions

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of

Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." *See* 2 C.F.R. § 200.471.

b. ***Pre-Award Costs***

Generally, grant funds cannot be used to pay for products and services contracted for or obligated prior to the effective date of the award. Fees for grant writers are considered an exception and may be included as a pre-award expenditure, see Appendix C for details. Further, other costs incurred after the application deadline, but prior to an offer of award, may be eligible for reimbursement only if the following conditions are met:

- The recipient must request approval from FEMA to incur such pre-award costs. Requests must be sent via email to FireGrants@fema.dhs.gov and include the application number and justification narrative. Please note, the recipient must seek approval at the time of acquisition and before the award is announced.
- The recipient must receive written confirmation from FEMA that the expenses have been reviewed and that FEMA has determined the costs to be justified, unavoidable, and consistent with the grant's scope of work.
- The pre-award cost must meet the requirements of 2 C.F.R. § 200.458, which provides that the costs must be necessary for efficient and timely performance of the grant's scope of work.

Note: FEMA reserves the right to re-evaluate and disallow pre-award costs at time of award monitoring if it is later determined that the services were not properly procured or do not satisfy the requirements of 2 C.F.R. § 200.458.

See Appendix C for further information regarding grant writer fees and Section H-Additional Information of this NOFO for general procurement under grants requirements.

c. ***Management and Administration (M&A) Costs***

M&A activities are those directly related to the management and administration of the AFG award funds, such as financial management and monitoring. M&A expenses should be based only on actual expenses or known contractual costs. Requests that are simple percentages of the award, without supporting justification or adequate documentation, will not be allowed or considered for an award. In addition, reimbursement for fees associated with hiring grants management services is now capped at $1,500. No more than 3% of the federal share of AFG Program funds awarded may be expended by the recipient for M&A for purposes associated with the AFG Program award.

d. ***Indirect Facilities & Administrative (F&A) Costs***

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a

current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the FireGrants@fema.dhs.gov for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the FireGrants@fema.dhs.gov for further instructions.

e. ***Other Direct Costs***

- **Construction:** Construction costs are not eligible under the AFG Program. Construction includes major alterations to a building that changes the profile or footprint of the structure. Modifications to facilities activities described in Appendix B.f- Funding Priorities, are not considered construction costs for purposes of general award cost categorization and may be eligible. However, modifications to facilities activities might be considered "construction" for purposes of applicable procurement under grants requirements or environmental protection and historic preservation purposes.

- **Fire Departments and Nonaffiliated EMS organizations funding restrictions:** The total amount of funding a fire department or nonaffiliated EMS organization recipient may receive under an AFG Program award is limited to the maximum amounts set by § 33(c)(2) of the Federal Fire Prevention and Control Act of 1974, as amended (15 U.S.C. § 2229(c)(2)). These award limits are based on two factors: (1) population served and (2) a 1% aggregate amount of available grant funds.

  The population of the jurisdiction served by the recipient will determine the maximum amount of AFG Program funding a recipient is eligible to receive but no recipient may receive an award that exceeds 1% of available grant funds in FY 2023, or $3.2 million. FEMA may waive this aggregate cap in individual cases where FEMA determines that a recipient has an extraordinary need for a grant that exceeds the aggregate cap. FEMA may not waive the statutory funding caps based on population.

  The following table explains the maximum funding that a recipient may receive in FY 2023:

Population of the jurisdiction served by the recipient	Maximum award in FY 2023	Statutory waiver available subject to extraordinary need?
100,000 or fewer people	No more than $1 million	None available
100,001 – 500,000 people	No more than $2 million	None available
500,001 – 1,000,000 people	No more than $3 million	None available
1,000,001 – 2,500,000 people	No more than $3.2 million	Yes, but no more than $6 million
More than 2,500,000 people	No more than $3.2 million	Yes, but no more than $9 million

Regional applicants will be subject to the funding limitations based on the total population served by the host of the application and the participating partners. For

example, if the host and partners serve a population of 100,000 or fewer and are the recipients of a Regional award for $1 million, then the host has met their cap and is no longer eligible for additional funds under the AFG Program.

- **Allocations and Restrictions of Available Grant Funds by Organization Type**
  - **Fire Departments**: Not less than 25% of available grant funds shall be awarded to career, combination, or volunteer department types (total of 75%).
  - **Nonaffiliated EMS Organizations**: Not more than 2% of available grant funds shall be collectively awarded to all nonaffiliated EMS organization recipients.
  - **Emergency Medical Services Providers**: Not less than 3.5% of available grant funds shall fund emergency medical services provided by fire departments and nonaffiliated EMS organizations.
  - **State Fire Training Academy**: Not more than 3% of available grant funds shall be collectively awarded to all SFTA recipients. Further, not more than $500,000 of available federal grant funds may be awarded per SFTA applicant.
  - **Vehicles**: Not more than 25% of available grant funds may be used by recipients for the purchase of vehicles. Of that amount, based on stakeholder recommendations, FEMA intends to allocate 10% of the total vehicle funds for ambulances.
  - **Micro Grants**: The selection of the voluntary Micro Grant option (cumulative federal funding of $75,000) for eligible High Priority Operations and Safety activities does not impact an applicant's request or participation under the Vehicle Acquisition or Regional projects. Applicants who select Micro Grants under Operations and Safety as a funding opportunity choice may still apply for a Vehicle Acquisition or Regional project. Of the 25% allocated to each of the career, combination, and volunteer departments, FEMA will aim to fund no less than 25% of the allocation for Micro Grants.

E. Application Review Information

1. Application Evaluation Criteria

a. *Programmatic Criteria*

Funding priorities and programmatic criteria for evaluating AFG Program applications are established by FEMA based on the recommendations from the Criteria Development Panel (CDP). Each year, FEMA convenes a panel of fire service professionals to develop funding priorities for the AFG Program. The panel makes recommendations about funding priorities as well as developing criteria for awarding grants.

The nine major fire service organizations represented on the panel are:

- International Association of Fire Chiefs
- International Association of Fire Fighters
- National Volunteer Fire Council
- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors

- North American Fire Training Directors
- Congressional Fire Service Institute

The CDP is charged with making recommendations to FEMA regarding the creation or modification of previously established funding priorities as well as developing criteria for awarding grants. The FEMA Administrator reviews and approves the CDP's recommendations. The content of this NOFO reflects implementation of the CDP's recommendations with respect to the priorities, direction, and criteria for awards.

FEMA will rank all complete and submitted applications based on how well they match the program priorities for the type of jurisdiction(s) served. Answers to the application's activity specific questions provide information used to determine each application's ranking relative to the stated program priorities.

b. ***Financial Integrity Criteria***

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including whether the applicant is suspended or debarred. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

i. Financial stability;
ii. Quality of management systems and ability to meet management standards;
iii. History of performance in managing federal award;
iv. Reports and findings from audits; and
v. Ability to effectively implement statutory, regulatory or other requirements.

c. ***Supplemental Financial Integrity Criteria and Review***

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently $250,000:

i. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the SAM, which is currently the Federal Awardee Performance and Integrity Information System (FAPIIS).
ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. Review and Selection Process

AFG Program applications are reviewed through a multi-phase process. All applications are electronically pre-scored and ranked based on how well they align with the funding priorities outlined in this funding notice.

Applications with the highest pre-score rankings are then scored competitively by no less than three members of a Peer Review Panel. Applications will also be evaluated through a series of internal FEMA review processes for completeness, adherence to programmatic guidelines, technical feasibility, and anticipated effectiveness of the proposed project(s). Below is the process by which applications will be reviewed:

a. ***Pre-Scoring Process***

The application undergoes an electronic pre-scoring process based on established program priorities listed in Appendix B and answers to activity-specific questions within the online application. Application Narratives are not reviewed during the pre-score process. "Request Details" and "Budget" information should comply with program guidance and statutory funding limitations. The pre-score is half of the total application score.

b. ***Peer Review Panel Process***

Applications with the highest rankings from the pre-scoring process will undergo a Peer Review Panel process. A panel of peer reviewers is composed of fire service representatives recommended by the national organizations from the CDP. Peer reviewers will assess each application's merits based on the narrative statement on the requested activity. The evaluation elements listed in the "Narrative Evaluation Criteria" below will be used to calculate the narrative's score for each activity requested. Panelists will independently score each requested activity within the application, discuss the merits and/or shortcomings of the application with his or her peers, and document the findings. A consensus is not required. The panel score is half of the total application score.

I. NARRATIVE EVALUATION CRITERIA

The Narrative Statements must provide specific details about the activity for which the applicants seek funding. Applicants must explain how the proposed activity(ies) relate to the Operations and Safety Activity or the Vehicle Acquisition Activity. FEMA reviews and compares applications for **duplication including narratives and statistical data**. Therefore, all elements of the Narrative Statements must be original, and **all statistical data must be accurate**. Applications with narratives that have substantial copying of sentences or paragraphs **and/or inaccurate data** that may mislead reviewers may be disqualified. Falsification, fabrication, or plagiarism of other grant proposals will disqualify the application(s).

FEMA has developed a Narrative Development Toolkit and Self Evaluation Sheets available on the FEMA GO Assistance to Firefighters Grants Program website: https://www.fema.gov/grants/preparedness/firefighters/assistance-grants/documents. The documents are designed to assist applicants with narrative preparation and provide specific

criteria used by Peer Review Panelists when evaluating each application. FEMA encourages applicants to use these documents to prepare their applications.

Peer Review Panelists will evaluate and select a score of Strongly Agree, Agree, Neither Agree nor Disagree, Disagree or Strongly Disagree for each narrative section based on the following narrative elements within each activity.

Financial Need (25%)
Applicants should describe their financial need and how consistent it is with the intent of the AFG Program. The financial need statement should include details describing the applicant's financial distress, such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of their control.

Project Description and Budget (25%)
The Project Description and Budget statement should clearly explain the applicant's project objectives and their relationship to the applicant's budget and risk analysis. The applicant should describe various activities, including program priorities or facility modifications, ensuring consistency with project objectives, the applicant's mission, and national, state, local, or tribal requirements. Applicants should link the proposed expenses to operations and safety, as well as to the completion of the project's goals.

Cost Benefit (25%)
Applicants should describe how they plan to address the operational and personnel safety needs of the organization, including cost effectiveness and sharing assets. The Operations and Safety/Cost Benefit statement should also include details about gaining the maximum benefits from grant funding by citing reasonable or required costs, such as specific overhead and administrative costs. The applicant's request should also be consistent with their mission and identify how funding will benefit their organization and affected personnel.

Statement of Effect on Operations (25%)
The Statement of Effect on Operations should explain how this funding request will enhance an organization's overall effectiveness. It should address how an award will improve daily operations and reduce an organization's risk(s). Applicants should include how frequently the requested item(s) will be used and in what capacity. Applicants should also indicate how the requested item(s) will help the community and increase an organization's ability to save additional lives and property. Jurisdictions that demonstrate their commitment and proactive posture to reducing fire risk, by explaining their code enforcement (to include Wildland Urban Interface code enforcement) and mitigation strategies (including whether the jurisdiction has a FEMA-approved mitigation strategy) may receive stronger consideration under this criterion.

c. ***Technical Evaluation Process (TEP)***
The highest ranked applications will be considered within the fundable range. Applications that are in the fundable range will undergo both a Technical Review by a subject-matter expert as well as a FEMA Program Office review before being recommended for award. The FEMA Program Office will make a final assessment of the application with respect to costs,

quantities, feasibility, eligibility, and recipient responsibility prior to recommending any application for award. During TEP, the information in Appendix B is used to make final corrections to any request not meeting program eligibility requirements. This is not a scored phase of the application process. Requests may be recommended for partial funding based on findings made during this assessment.

F. Federal Award Administration Information

In addition to the language below, please see Appendix C of this NOFO for additional award administration information.

1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An email notification of the award package will be sent through FEMA's grant application system to the (AOR) that submitted the application.

Recipients must accept their awards no later than 30 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.

Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds.

2. Difference between Application Request and Award

During the review process for an AFG Program award, FEMA may modify the application request(s). These modifications will be identified in the award package provided upon the offer of an award. If the awarded activities, scope of work, or requested dollar amount(s) do not match the application as submitted, the recipient shall only be responsible for completing the activities actually funded by FEMA. The recipient is under no obligation to start, modify, or complete any activities requested but not funded by the award. The award package will identify any such differences under the Approved Scope of Work section.

3. Turndown Notifications

FEMA GO will provide all applicants who do not receive an FY 2023 AFG Program award with a turndown notification.

4. Administrative and National Policy Requirements

In addition to the requirements of in this and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

a. ***DHS Standard Terms and Conditions***

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions.

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

b. ***Ensuring the Protection of Civil Rights***

As the Nation works towards achieving the National Preparedness Goal, it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving federal financial assistance from FEMA. The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the DHS Standard Terms and Conditions. Additional information on civil rights provisions is also available through FEMA.gov External Civil Rights Division.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7.

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

c. ***Environmental Planning and Historic Preservation (EHP) Compliance***

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

All non-critical new construction or substantial improvement of structures in a Special Flood Hazard Area must, at a minimum, apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach unless doing so would cause the project to be unable to meet applicable program cost-effectiveness requirements. All other types of projects may choose to apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach. See Executive Order (EO) 14030, Climate-Related Financial Risk and FEMA Policy #-206-21-0003, Partial Implementation of the Federal

Flood Risk Management Standard for Hazard Mitigation Assistance Programs (Interim) (fema.gov).

Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA in order to determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not incompliance with applicable EHP laws, Executive Orders, regulations, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the FEMA.gov EHP page, the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.

Applicants may attach the EHP forms during the application period for the project(s) they wish to pursue; however, it does not guarantee award. Once the awards are announced, it is the responsibility of the grant recipients to supply the required EHP form at that time to DHS/FEMA, if they have not submitted already during the application period. Applicants can only proceed with their project(s) once the EHP review is completed and approved. DHS/FEMA may notify grant recipients via email if EHP review is required and will provide instructions on how to comply.

The GPD EHP screening form is located at https://www.fema.gov/media-library/assets/documents/90195. Additionally, all recipients under this funding opportunity are required to comply with the FEMA GPD EHP Policy Guidance, FEMA Policy #108-023-1, available at https://www.fema.gov/media-library/assets/documents/85376.

All modifications to facility activities, and any renovation to facilities that would qualify as a modification to a facility supporting activities under Training, Equipment, PPE, or Wellness and Fitness, will require an EHP review. Some Equipment activities will require an EHP review as well. Such activities include but are not limited to the installation of:

- Air compressor/fill station/cascade system (fixed) for filling Self-Contained; Breathing Apparatus (SCBA);
- Air quality systems;
- Fire/smoke/carbon monoxide alarm systems for the facility (life safety);
- Generators (fixed);
- Sprinklers;

- Vehicle exhaust systems (fixed);
- Washer/dryer/extractor;
- Fixed communications antennas onto a building;
- Building renovations such as removal of walls or installation of electrical or water lines;
- Training/exercises in natural settings such as rope or swift water;
- LED signs ; and
- Any scope of work that involves ground disturbances.

The following activities would not require the submission of the FEMA EHP Screening Form:

- Planning and development of policies or processes;
- Management, administrative, or personnel actions;
- Classroom-based training;
- Acquisition of mobile and portable equipment (not involving installation) on or in a building, and does not require a storage area to be constructed; and
- Purchase of PPE and/or SCBA.

5. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent. Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks or other proof of payment documentation for verification.

a. *Financial Reporting Requirements*

I. FEDERAL FINANCIAL REPORT (FFR)

Recipients must report obligations and expenditures through the FFR form (SF-425) to FEMA. Recipients may review the Federal Financial Reporting Form (FFR) (SF-425) on grants.gov.

Recipients must file the FFR electronically using FEMA GO.

II. FFR REPORTING PERIODS AND DUE DATES

Recipients are required to submit a Federal Financial Report (FFR or SF-425) on a semi-annual basis. The FFR must be submitted through FEMA GO based on the calendar year beginning with the period after the award is made. Grant recipients are required to submit an FFR throughout the entire period of performance of the grant and for closeout. Reports are due:

- **No later than July 30** (for the period January 1 – June 30)
- **No later than January 30** (for the period July 1 – December 31)
- Within 120 days after the end of the Period of Performance

Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

b. *Programmatic Performance Reporting Requirements*

i. **Performance Progress Report (PPR)**
The recipient is responsible for completing and submitting a PPR using FEMA GO.

The PPR should include:

- A brief narrative of overall project(s) status;
- A summary of project expenditures; and
- A description of any potential issues that may affect project completion.

ii. **PPR Periods and Due Dates**
The following reporting periods and due dates apply for the PPR:

- No later than July 30 (for the period January 1 – June 30)
- No later than January 30 (for the period July 1 – December 31)

c. ***Closeout Reporting Requirements***

i. **Closeout Reporting**
Within 120 calendar days after the end of the period of performance for the prime award or after an amendment has been issued to close out an award before the original Period of Performance (POP) ends, recipients must liquidate all financial obligations and must submit the following:

i. The final request for payment, if applicable.
ii. The final FFR (SF-425).
iii. The final progress report detailing all accomplishments, including a narrative summary of the impact of those accomplishments throughout the period of performance.
v. Other documents required by this NOFO, terms and conditions of the award, or other FEMA guidance.

In addition, pass-through entities are responsible for closing out their subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 calendar days of the period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions for subawards in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of the prime award.

After the prime award closeout reports have been reviewed and approved by FEMA, a closeout notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for at least three years from the date of the final FFR. The record retention period may be longer, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334.

The recipient is responsible for refunding to FEMA any balances of unobligated cash that FEMA paid that are not authorized to be retained per 2 C.F.R. § 200.344(d).

ii. **Administrative Closeout**

Administrative closeout is a mechanism for FEMA to unilaterally move forward with closeout of an award using available award information in lieu of final reports from the recipient per 2 C.F.R. § 200.344(h)-(i). It is a last resort available to FEMA, and if FEMA needs to administratively close an award, this may negatively impact a recipient's ability to obtain future funding. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

When a recipient is not responsive to FEMA's reasonable efforts to collect required reports needed to complete the standard closeout process, FEMA is required under 2 C.F.R. § 200.344(h) to start the administrative closeout process within the regulatory timeframe. FEMA will make at least three written attempts to collect required reports before initiating administrative closeout. If the recipient does not submit all required reports in accordance with 2 C.F.R. § 200.344, this NOFO, and the terms and conditions of the award, FEMA must proceed to administratively close the award with the information available within one year of the period of performance end date. Additionally, if the recipient does not submit all required reports within one year of the period of performance end date, per 2 C.F.R. § 200.344(i), FEMA must report in FAPIIS the recipient's material failure to comply with the terms and conditions of the award.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the record retention period under 2 C.F.R. § 200.334.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

d. ***Additional Reporting Requirements***

i. DISCLOSING INFORMATION PER 2 C.F.R. § 180.335

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a grant award with FEMA, the recipient must notify FEMA if it knows if it or any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

i. Are presently excluded or disqualified;
ii. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the recipient's principals for one of those offenses within that time period;
iii. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
iv. Have had one or more public transactions (federal, state or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must

provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

II. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

Per 2 C.F.R. Part 200, Appendix I § F.3, the additional post-award reporting requirements in 2 C.F.R. Part 200, Appendix XII may apply to applicants who, if upon becoming recipients, have a total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies that exceeds $10 million for any period of time during the period of performance of an award under this funding opportunity.

Recipients that meet these criteria must maintain current information reported in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

III. SINGLE AUDIT REPORT

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report, also known as the single audit report.

The audit must be performed in accordance with the requirements of U.S. Government Accountability Office's (GAO) Government Auditing Standards, and the requirements of Subpart F of 2 C.F.R. Part 200.

6. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award.

Effective monitoring and oversight help FEMA ensure that recipients use grant funds for their intended purpose(s); verify that projects undertaken are consistent with approved plans; and ensure that recipients make adequate progress toward stated goals and objectives. Additionally, monitoring serves as the primary mechanism to ensure that recipients comply with applicable laws, rules, regulations, program guidance, and requirements. FEMA regularly monitors all grant programs both financially and programmatically in accordance with federal laws, regulations (including 2 C.F.R. Part 200), program guidance, and the terms and conditions of the award. All monitoring efforts ultimately serve to evaluate progress towards grant goals and proactively target and address issues that may threaten grant success during the period of performance.

FEMA staff will periodically monitor recipients to ensure that administrative processes, policies and procedures, budgets, and other related award criteria are meeting Federal

Government-wide and FEMA regulations. Aside from reviewing quarterly financial and programmatic reports, FEMA may also conduct enhanced monitoring through either desk-based reviews, onsite monitoring visits, or both. Enhanced monitoring will involve the review and analysis of the financial compliance and administrative processes, policies, activities, and other attributes of each federal assistance award, and it will identify areas where the recipient may need technical assistance, corrective actions, or other support.

Financial and programmatic monitoring are complementary processes within FEMA's overarching monitoring strategy that function together to ensure effective grants management, accountability and transparency; validate progress against grant and program goals; and safeguard federal funds against fraud, waste, and abuse. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements, while programmatic monitoring seeks to validate and assist in grant progress, targeting issues that may be hindering achievement of project goals and ensuring compliance with the purpose of the grant and grant program. Both monitoring processes are similar in that they feature initial reviews of all open awards, and additional, in-depth monitoring of grants requiring additional attention.

Recipients and subrecipients who are pass-through entities are responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

In terms of overall award management, recipient and subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. AFG Program Office Contact

The AFG Program Help Desk provides technical assistance to applicants for the online completion and submission of applications into FEMA GO, answers questions concerning applicant eligibility and recipient responsibilities, and helps in the programmatic administration of awards. The AFG Program Help Desk can be contacted at (866) 274-0960 or by email at FireGrants@fema.dhs.gov. Normal hours of operation are from 8 a.m. to 4:30 p.m. ET, Monday through Friday.

b. FEMA Grants News

FEMA Grants News is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. FEMA Grants News provides general information on all FEMA grant programs and maintains a comprehensive database

containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. FEMA Grants News can be reached by phone at (800) 368-6498 or by e-mail at FEMA-Grants-News@fema.dhs.gov, Monday through Friday, 9 a.m. – 5 p.m. ET.

c. Grant Programs Directorate (GPD) Award Administration Division

GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. Additional guidance and information can be obtained by contacting the AAD's Help Desk via e-mail at ASK-GMD@fema.dhs.gov.

d. FEMA Regional Offices

Each FEMA region has Fire Program Specialists who can assist applicants with application information, award administration, and technical assistance. FEMA Regional Office contact information is available on the FEMA website at; Assistance to Firefighter Grants Regional Contacts.

e. Equal Rights

The FEMA Office of Equal Rights (OER) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to FEMA-CivilRightsOffice@fema.dhs.gov.

f. Environmental Planning and Historic Preservation

GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to gpdehpinfo@fema.dhs.gov.

2. Systems Information

a. *FEMA GO*

For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9 a.m. – 6 p.m. ET.

H. Additional Information

1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

a. *Noncompliance*

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in this NOFO.

b. ***With the Consent of the Recipient***

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. ***Notification by the Recipient***

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. Program Evaluation

Federal agencies are encouraged to structure NOFOs that incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting agency priority goal(s) and program outcomes.

OMB Memorandum M-21-27, Evidence-Based Policymaking: Learning Agendas and Annual Evaluation Plans, implementing Title I of the Foundations for Evidence-Based Policymaking Act of 2018, Pub. L. No. 115-435 (2019) (Evidence Act), urges federal awarding agencies to use program evaluation as a critical tool to learn, improve equitable delivery, and elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency." Evidence Act, § 101 (codified at 5 U.S.C. § 311).

As such, recipients and subrecipients are required to participate in a DHS-, Component, or Program Office-led evaluation if selected, which may be carried out by a third-party on behalf of the DHS, its component agencies, or the Program Office. Such an evaluation may involve information collections including but not limited to surveys, interviews, or discussions with individuals who benefit from the federal award program operating personnel, and award recipients, as specified in a DHS-, component agency-, or Program Office-approved evaluation plan. More details about evaluation requirements may be provided in the federal award, if available at that time, or following the award as evaluation

requirements are finalized. Evaluation costs incurred during the period of performance are allowable costs (either as direct or indirect) Recipients and subrecipients are also encouraged, but not required, to participate in any additional evaluations after the period of performance ends, although any costs incurred to participate in such evaluations are not allowable and may not be charged to the federal award.

3. Period of Performance Extensions

Extensions to the POP for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests via FEMA GO and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the FEMA Fire Program Specialist or Program Analyst as needed when preparing an extension request.

All extension requests must address the following:

a. The grant program, fiscal year, and award number;
b. Reason for the delay –including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
c. Current status of the activity(ies);
d. Approved POP termination date and new project completion date;
e. Amount of funds drawn down to date;
f. Remaining available funds, both federal and, if applicable, non-federal;
g. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
h. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
i. Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as described in the original statement of work and as approved by FEMA.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;
- The project must undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Recipients should submit all proposed extension requests to FEMA for review and approval at least 60 days before the end of the POP to allow sufficient processing time. Extensions are typically granted for no more than six months.

Example: Recipients may request an extension when an equipment order was placed during the POP but factors beyond the recipient's control have resulted in a delay in the expected delivery and receipt of the equipment outside of the existing POP; or where a specific statute or regulation mandates an environmental review that cannot be completed within this timeframe or where other extenuating circumstances warrant a brief extension.

4. Disability Integration

Pursuant to Section 504 of the Rehabilitation Act of 1973, recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against other qualified individuals with disabilities.

Grant recipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, recipients are encouraged to consider the needs of individuals with disabilities into the activities and projects funded by the grant.

FEMA expects that the integration of the needs of people with disabilities will occur at all levels, including planning; alerting, notification, and public outreach; training; purchasing of equipment and supplies; protective action implementation; and exercises/drills.

The following are examples that demonstrate the integration of the needs of people with disabilities in carrying out FEMA awards:

- Include representatives of organizations that work with/for people with disabilities on planning committees, work groups and other bodies engaged in development and implementation of the grant programs and activities.
- Hold all activities related to the grant in locations that are accessible to persons with physical disabilities to the extent practicable.
- Acquire language translation services, including American Sign Language, that provide public information across the community and in shelters.
- Ensure shelter-specific grant funds are in alignment with FEMA's Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters.
- If making alterations to an existing building to a primary function area utilizing federal funds, complying with the most recent codes and standards and making path of travel to the primary function area accessible to the greatest extent possible.
- Implement specific procedures used by public transportation agencies that include evacuation and passenger communication plans and measures for individuals with disabilities.
- Identify, create, and deliver training to address any training gaps specifically aimed toward whole-community preparedness. Include and interact with individuals with disabilities, aligning with the designated program capability.
- Establish best practices in inclusive planning and preparedness that consider physical access, language access, and information access. Examples of effective communication access include providing auxiliary aids and services such as sign language interpreters, Computer Aided Real-time Translation (CART), and materials in Braille or alternate formats.

FEMA grant recipients can fund projects towards the resiliency of the whole community, including people with disabilities, such as training, outreach, and safety campaigns, provided that the project aligns with this NOFO and the terms and conditions of the award.

5. Conflicts of Interest in the Administration of Federal Awards or Subawards

For conflicts of interest under grant-funded procurements and contracts, refer to the section on Procurement Integrity in this NOFO and 2 C.F.R. §§ 200.317 – 200.327.

To eliminate and reduce the impact of conflicts of interest in the subaward process, recipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Recipients and pass-through entities are also required to follow any applicable federal and state, local, tribal, or territorial (SLTT) statutes or regulations governing conflicts of interest in the making of subawards.

The recipient or pass-through entity must disclose to the respective Program Analyst or Program Manager, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by the federal or SLTT statutes or regulations or their own existing policies, within five days of learning of the conflict of interest. Similarly, subrecipients, whether acting as subrecipients or as pass-through entities, must disclose any real or potential conflict of interest to the recipient or next-level pass-through entity as required by the recipient or pass-through entity's conflict of interest policies, or any applicable federal or SLTT statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or FEMA employees.

6. Procurement Integrity

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements at 2 C.F.R. §§ 200.317 – 200.327 when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant as well as the grant program. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331. For detailed guidance on the federal procurement standards, recipients and subrecipients should refer to various materials issued by FEMA's Procurement Disaster Assistance Team (PDAT), such as the PDAT Field Manual and Contract Provisions Guide. Additional resources, including an upcoming trainings schedule can be found on the PDAT Website: Contracting with Federal Funds for Goods and Services Before, During and After Disasters.

The below highlights the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. FEMA will include a review of recipients' procurement practices as part of the normal monitoring activities. **All**

procurement activity must be conducted in accordance with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327. Select requirements under these standards are listed below. The recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for procurements, 200.323 regarding procurement of recovered materials, and 2 C.F.R. § 200.327 regarding required contract provisions.

All other non-federal entities, such as tribes (collectively, non-state entities), must have and use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319 and the required procurement methods at § 200.320.

a. ***Important Changes to Procurement Standards in 2 C.F.R. Part 200***

OMB recently updated various parts of Title 2 of the Code of Federal Regulations, among them, the procurement standards. States are now required to follow the socioeconomic steps in soliciting small and minority businesses, women's business enterprises, and labor surplus area firms per 2 C.F.R. § 200.321. All non-federal entities should also, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States per 2 C.F.R. § 200.322. More information on OMB's revisions to the federal procurement standards can be found in Purchasing Under a FEMA Award: OMB Revisions Fact Sheet.

The recognized procurement methods in 2 C.F.R. § 200.320 have been reorganized into informal procurement methods, which include micro-purchases and small purchases; formal procurement methods, which include sealed bidding and competitive proposals; and noncompetitive procurements. The federal micro-purchase threshold is currently $10,000, and non-state entities may use a lower threshold when using micro-purchase procedures under a FEMA award. If a non-state entity wants to use a micro-purchase threshold higher than the federal threshold, it must follow the requirements of 2 C.F.R. § 200.320(a)(1)(iii)-(v). The federal simplified acquisition threshold is currently $250,000, and a non-state entity may use a lower threshold but may not exceed the federal threshold when using small purchase procedures under a FEMA award. *See* 2 C.F.R. § 200.1 (citing the definition of simplified acquisition threshold from 48 C.F.R. Part 2, Subpart 2.1).

See 2 C.F.R. §§ 200.216, 200.471, and Appendix II as well as Section D.10.a of the NOFO regarding prohibitions on covered telecommunications equipment or services.

b. ***Competition and Conflicts of Interest***

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a non-federal entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of

his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

Under 2 C.F.R. 200.318(c)(2), if the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local, tribal, or territorial government, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

c. ***Supply Schedules and Purchasing Programs***

Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

I. GENERAL SERVICES ADMINISTRATION SCHEDULES

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.

Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found on the U.S General Services Administration website: State and Local Governments | GSA.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women's business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

II. OTHER SUPPLY SCHEDULES AND PROGRAMS

For non-federal entities other than states, such as tribes, local governments, and nonprofits, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;
- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
- The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.327; and
- With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its FEMA Fire Program Specialist or Program Analyst.

d. *Procurement Documentation*

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.

- Additional information on required procurement records can be found on pages 24-26 of the PDAT Field Manual.

7. Financial Assistance Programs for Infrastructure

a. ***Build America, Buy America Act***

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also 2 C.F.R. Part 184 and Office of Management and Budget (OMB) Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

b. ***Waivers***

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

- Applying the domestic content procurement preference would be inconsistent with the public interest.
- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality.
- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.

For FEMA awards, the process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

c. ***Definitions***

Construction materials: an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, paint, and drywall.

Domestic content procurement preference: Means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Federal financial assistance: Generally defined in 2 C.F.R. § 200.1 and includes all expenditures by a federal agency to a non-federal entity for an infrastructure project, except that it does not include expenditures for assistance authorities relating to major disasters or emergencies under sections 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act relating to a major disaster or emergency declared under section 401 or 501, respectively, or pre and post disaster or emergency response expenditures.

Infrastructure: infrastructure projects which serve a public function, including at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy.

Produced in the United States means the following for:

- Iron and steel: All manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- Manufactured products: The product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- Construction Materials: All manufacturing processes for the construction material occurred in the United States.

Project: is any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States.

8. Record Retention

a. ***Record Retention Period***

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a federal award generally must be maintained for at least three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.334. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases. These include:

- Records for real property and equipment acquired with Federal funds must be retained for **three years after final disposition of the property**. *See* 2 C.F.R. § 200.334(c).
- If any litigation, claim, or audit is started before the expiration of the three-year period, the records **must be retained until** all litigation, claims, or audit findings involving the records **have been resolved and final action taken**. *See* 2 C.F.R. § 200.334(a).
- The **record retention period will be extended if the non-federal entity is notified in writing** of the extension by FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs, or pass-through entity. *See* 2 C.F.R. § 200.334(b).
- Where FEMA requires recipients to report program income after the period of performance ends, the **program income record retention period begins at the end of the recipient's fiscal year in which program income is earned**. *See* 2 C.F.R. § 200.334(e).
- For indirect cost rate computations and proposals, cost allocation plans, or any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates), the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the **indirect cost rate documents were submitted for negotiation, the record retention period begins from the date those documents were submitted** for negotiation. If indirect cost rate documents were **not submitted for negotiation, the record retention period begins at the end of the recipient's fiscal year or other accounting period covered by that indirect cost rate**. *See* 2 C.F.R. § 200.334(f).

b. ***Types of Records to Retain***

FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

- Specifications;
- Solicitations;
- Competitive quotes or proposals;
- Basis for selection decisions;

- Purchase orders;
- Contracts;
- Invoices; and
- Canceled checks.

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. *See, e.g.*, 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

9. Actions to Address Noncompliance

Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339, FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19.

In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA might take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend or terminate the award, initiate suspension and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see the section on Termination Provisions in the NOFO.

FEMA may discover and take action on noncompliance even after an award has been closed. The closeout of an award does not affect FEMA's right to disallow costs and recover funds as long the action to disallow costs takes place during the record retention period. *See* 2 C.F.R. §§ 200.334, 200.345(a). Closeout also does not affect the obligation of the non-federal entity to return any funds due as a result of later refunds, corrections, or other transactions. 2 C.F.R. § 200.345(a)(2).

The types of funds FEMA might attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.

FEMA may seek to recover disallowed costs through a Notice of Potential Debt Letter, a Remedy Notification, or other letter. The document will describe the potential amount owed, the reason why FEMA is recovering the funds, the recipient's appeal rights, how the amount can be paid, and the consequences for not appealing or paying the amount by the deadline.

If the recipient neither appeals nor pays the amount by the deadline, the amount owed will become final. Potential consequences if the debt is not paid in full or otherwise resolved by the deadline include the assessment of interest, administrative fees, and penalty charges; administratively offsetting the debt against other payable federal funds; and transferring the debt to the U.S. Department of the Treasury for collection.

FEMA notes the following common areas of noncompliance for FEMA's grant programs:

- Insufficient documentation and lack of record retention.
- Failure to follow the procurement under grants requirements.
- Failure to submit closeout documents in a timely manner.
- Failure to follow EHP requirements.
- Failure to comply with the POP deadline.

10. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award. Recipients and subrecipients must retain award documents for at least three years from the date the final FFR is submitted, and even longer in many cases subject to the requirements of 2 C.F.R. § 200.334. In the case of administrative closeout, documents must be retained for at least three years from the date of closeout, or longer subject to the requirements of 2 C.F.R. § 200.334. If documents are retained longer than the required retention period, the DHS OIG, the GAO, and the pass-through entity, as well as FEMA in its oversight capacity, have the right to access these records as well. *See* 2 C.F.R. §§ 200.334, 200.337.

Additionally, non-federal entities must comply with the single audit requirements at 2 C.F.R. Part 200, Subpart F. Specifically, non-federal entities, other than for-profit subrecipients, that expend $750,000 or more in federal awards during their fiscal year must have a single or program-specific audit conducted for that year in accordance with Subpart F. 2 C.F.R. § 200.501. A single audit covers all federal funds expended during a fiscal year, not just FEMA funds. The cost of audit services may be allowable per 2 C.F.R. § 200.425, but non-federal entities must select auditors in accordance with 2 C.F.R. § 200.509, including following the proper procurement procedures. For additional information on single audit reporting requirements, see Section F.d.3 of this NOFO under the header "Single Audit Report" within the subsection "Additional Reporting Requirements".

The objectives of single audits are to:

- Determine whether financial statements conform to generally accepted accounting principles (GAAP);
- Determine whether the schedule of expenditures of federal awards is presented fairly;
- Understand, assess and test the adequacy of internal controls for compliance with major programs; and
- Determine whether the entity complied with applicable laws, regulations, and contracts or grants.

For single audits, the auditee is required to prepare financial statements reflecting its financial position, a schedule of federal award expenditures, and a summary of the status of prior audit findings and questioned costs. The auditee also is required to follow up and take appropriate corrective actions on new and previously issued but not yet addressed audit findings. The auditee must prepare a corrective action plan to address the new audit findings. 2 C.F.R. §§ 200.508, 200.510, 200.511.

Non-federal entities must have an audit conducted, either single or program-specific, of their financial statements and federal expenditures annually or biennially pursuant to 2 C.F.R. § 200.504. Non-federal entities must also follow the information submission requirements of 2 C.F.R. § 200.512, including submitting the audit information to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The audit information to be submitted include the data collection form described at 2 C.F.R. § 200.512(c) and Appendix X to 2 C.F.R. Part 200 as well as the reporting package described at 2 C.F.R. § 200.512(b).

The non-federal entity must retain one copy of the data collection form and one copy of the reporting package for three years from the date of submission to the Federal Audit Clearinghouse. 2 C.F.R. § 200.512; *see also* 2 C.F.R. § 200.517 (setting requirements for retention of documents by the auditor and access to audit records in the auditor's possession).

FEMA, the DHS OIG, the GAO, and the pass-through entity (if applicable), as part of monitoring or as part of an audit, may review a non-federal entity's compliance with the single audit requirements. In cases of continued inability or unwillingness to have an audit conducted in compliance with 2 C.F.R. Part 200, Subpart F, FEMA and the pass-through entity, if applicable, are required to take appropriate remedial action under 2 C.F.R. § 200.339 for noncompliance, pursuant to 2 C.F.R. § 200.505.

11. Payment Information

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients.

Payment requests are submitted through FEMA GO.

12. Whole Community Preparedness

Preparedness is a shared responsibility that calls for the involvement of everyone—not just the government—in preparedness efforts. By working together, everyone can help keep the nation safe from harm and help keep it resilient when struck by hazards, such as natural disasters, acts of terrorism, and pandemics.

Whole Community includes:

- Individuals and families, including those with access and functional needs;
- Businesses;
- Faith-based and community organizations;
- Nonprofit groups;
- Schools and academia;
- Media outlets; and
- All levels of government, including state, local, tribal, territorial and federal partners.

The phrase "Whole Community" often appears in preparedness materials, as it is one of the guiding principles. It means:

1. Involving people in the development of national preparedness documents; and
2. Ensuring their roles and responsibilities are reflected in the content of the materials.

13. Appendix A – FY 2023 AFG Program Updates

Appendix A contains a brief list of changes between FY 2022 and FY 2023 to the AFG Program. The FY 2023 AFG Program funding notice contains some changes to definitions, descriptions, and priority categories. Changes include:

- Under Eligible Applicants:
  Definition of a State Fire Training Academy was updated to include that recognition by the National Fire Training Academy is now an eligibility requirement.

- Under Management and Administration (M&A) Costs:
  Reimbursement for fees associated with hiring grants management services is now capped at $1,500. Requests that are simple percentages of the award, without supporting justification or adequate documentation, will not be allowed or considered for an award.

- Under Other Direct Costs, Allocations and Restrictions of Available Grant Funds:
  Micro Grants cumulative funding threshold was raised from $50,000 to $75,000.

- Under Restrictions on Uses of Awarded Funds:
  Clarification was added that items must be requested using correct dropdown selections in the application and that bundled items must have details regarding type, cost, and quantity of all items in the bundle to be considered for funding.

- Under Supporting Definitions:
  Definition of Authority Having Jurisdiction was updated to match NFPA 101, 2021 edition.

- Under Training Activity:
  - Various NFPA standards were updated to reflect the most recent editions.

- Under Equipment Activity:
  - Various priority changes were made to equipment for Fire Department and Regional Fire Department applicants. The following items remain as High Priority:
    - Appliance(s)/Nozzle(s)
    - Basic Hand Tools (Structural/Wildland)
    - Hose (Attack/Supply)
    - Immediately Dangerous to Life or Health (IDLH) Monitoring Equipment
    - IDLH Protection for Investigators (This is single-use respiratory protection)
    - PPE Washer/Extractor/Dryer (Turnout)
    - RIT Pack/Cylinder
    - Thermal Imaging Camera (Must be NFPA 1801 compliant)
    - Portable Radios (must be P-25 compliant)
    - Vehicle Mounted Exhaust Systems
    - Skid Unit
    - Air Compressor/Fill Station/Cascade (fixed or mobile) is High Priority for Regional Fire Department applicants and Medium Priority for Fire Department applicants.

    Other equipment items were moved to Medium Priority. Priority changes did not affect SFTA, and NAEMS applicants.

  - Phones (telephone/satellite/cell), carrier plans and vehicle mounted fans were added as ineligible items.

  - Clarity to reason for funding request (purpose) was added updated. NOFO and application text will be updated from ‘Obtain equipment to achieve minimum operational and deployment standards for existing missions’ to ‘Obtain equipment needed but not currently owned or replace equipment that is broken and/or damaged beyond repair to achieve minimum operational and deployment standards for existing missions’ to better define the funding priorities.

  - Computing devices necessary to operate the awarded equipment were added as eligible.

- Under Personal Protective Equipment Activity:
  - Replacement of damaged/unsafe/unrepairable PPE (including SCBA) regardless of age is now allowable.

  - Language regarding PFAS in PPE was moved from the Application Tips section to PPE Activity section and updated to encourage award recipients to

seek acquisition of PFAS-free gear when possible.

- NFPA standard was added to the Chemical /Biological Suites under Specialized PPE.

- Under Wellness and Fitness Activity:
  Whole-body MRI was added to ineligible activities.

- Under Vehicle Acquisition Activity:
  NFPA standards 1901, 1906 and 1917 were replaced by the consolidated NFPA standard 1900.

14. Appendix B – Programmatic Information and Priorities

Appendix B contains details on AFG Program information and priorities. Reviewing this information may help applicants make their application(s) more competitive.

a. ***Ineligible Applications and/or Organizations***

FEMA considers two or more separate fire departments or nonaffiliated EMS organizations with different funding streams, personnel rosters, and EINs but sharing the same facilities as being separate organizations for the purposes of AFG Program eligibility. If two or more organizations share facilities and each submits an application in the same program area (i.e., Equipment, Modifications to Facilities, PPE, Training, or Wellness and Fitness Programs), FEMA reserves the right to review all of those program area applications for eligibility. This determination is designed to avoid the duplication of benefits.

Examples of ineligible applications and/or organizations include:

- Nonaffiliated EMS organization requests for any activity that is specific or unique to structural/proximity/wildlands firefighting gear.
- Fire departments that are a federal government entity, or contracted by the federal government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land.
- Fire departments or nonaffiliated EMS organizations that are not independent entities but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency or AHJ.
  - However, if a fire department is considered to be the same legal entity as a municipality or other governmental organization, and otherwise meets the eligibility criteria, that municipality or other governmental organization may apply on behalf of that fire department as long as the application clearly states that the fire department is considered part of the same legal entity.
- Fire-based EMS organization applying as a nonaffiliated EMS organization.
- Auxiliaries, hospitals, or fire service associations or interest organizations that are not the AHJ over the applicant.
- Dive teams, search and rescue squads, or similar organizations that do not provide medical transport.
- Fire departments, regional, or nonaffiliated EMS organizations that are for profit.
- State or local agencies, or subsets of any governmental entity, or any authority that do

not meet the requirements as defined by 15 U.S.C. §2229(a), (c).

- If an applicant submits two or more applications for the same equipment or other eligible activity (for example, if an applicant submits two or more applications, one under the Regional activity, and one under the Operations and Safety activity for SCBA), both applications may be disqualified. If an applicant submits two separate applications for the same activity (i.e., two separate vehicle applications for the same vehicle) during the same application period, both applications may be disqualified.
    - This is different from when an entity is applying on behalf of other organizations that are agencies or instrumentalities of the applicant (e.g., multiple fire departments under the same county, city, borough, parish or other municipality). In that situation, the applicant may request similar or the same equipment as long as the application clearly states which equipment (including quantities) is for which agency/instrumentality. This is permissible even if that entity submits multiple applications across regional versus direct applications.
    - Eligible Fire Department and nonaffiliated EMS applicants may submit only one application for each of the following application types: Individual Operations and Safety, Individual Vehicle, Regional Operations and Safety, and Regional Vehicle. Under the Operations and Safety applications, applicants may submit for multiple activities and for multiple items within each activity. Under the Vehicle application, applicants may submit one application for a vehicle activity (or activities) for their department and one separate application for a Regional vehicle (the same vehicle(s) may not be requested for both purposes). All duplicate application submissions may be disqualified.

b. ***Supporting Definitions for this NOFO***

Authority Having Jurisdiction (AHJ) is an organization, office, or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, and installation, or a procedure (Per NFPA 101, 2021 Edition: Life Safety Code).

Automatic Aid is a plan developed between two or more fire departments for immediate joint response on first alarms (Per NFPA 1710, 2020 Edition and NFPA 1720, 2020 Edition).

Career Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-paid force of firefighting personnel other than paid-on-call firefighters.

Combination Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has paid firefighting personnel and volunteer firefighting personnel. FEMA considers a fire department with firefighting personnel paid a stipend, regardless of the amount, on a per event basis, or paid on-call, to be a combination fire department. This includes non-fire emergency medical service personnel of the department.

Firefighting Personnel, as defined in 15 U.S.C. § 2229, means individuals, including volunteers, who are firefighters, officers of fire departments, or emergency medical service personnel of fire departments.

Mutual Aid is a written intergovernmental agreement between agencies and/or jurisdictions stating that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner (NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2016 and 2020 edition; and NFPA 1720 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments, 2020 Edition).

Metro Department is a metropolitan fire department that has a minimum staffing of 350 career firefighters as defined by the International Association of Fire Chiefs (IAFC). DHS/FEMA collects information on metro departments for statistical purposes only. Status as a metro department is not a factor in scoring or funding.

Primary First Due is a geographic area surrounding a fire station in which a company from that station is projected to be first to arrive on the scene of an incident.

Volunteer Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-volunteer force of firefighting personnel that do not receive any compensation (does not include length of service award programs).

c. ***Community Classifications***

The information the applicant organization supplies in Applicant Characteristics and Community Description of the AFG Program application determines whether the jurisdiction is identified by FEMA as urban, suburban or rural. The community classification will determine the funding priority.

The US Census Bureau's urban/suburban/rural classifications are fundamentally a delineation of geographical areas. For more information, please visit the Census website at Urban and Rural.

FY 2023 demographics for determining urban, suburban, or rural include:

Community	Urban	Suburban	Rural
Population of primary first due response area	>3,000 sq. mi. or 50,000+ population	1,000-2,999/sq. mi. or 25,000-50,000 Population	0-999/sq. mi. or <25,000 population
Water Supply (percentage of primary first due response area covered by hydrant service)	75-100% hydrants (municipal water)	50-74% hydrants	<50% hydrants
Land Use within primary first due response area	<25% for agriculture (based on zoning) >50% industrial and commercial combined	25%-49% used for agriculture (based on zoning) 25%-49% industrial and commercial combined	>50% used for agriculture (based on zoning) <25% industrial and commercial combined

Square miles within primary first due response area per station	<3 sq. mi. per station	3-9 sq. mi. per station	>10 sq. mi. per station

d. ***Application Tips***

The following information may be useful when preparing a competitive application:

- NFPA "FREE ACCESS": As part of its commitment to enhancing public safety and supporting the emergency responder, the NFPA makes its codes and standards available online for free. Please visit NFPA's Free Access page.
- Regional applicants are only eligible to apply for Training, Equipment, PPE, and/or Wellness and Fitness within Operations and Safety, and Vehicle Acquisition.
- SFTA applicants are only eligible to apply for Equipment and/or PPE within Operations and Safety, and Vehicle Acquisition.
- Successful Regional applicants will be subject to the funding limitations based on the total population served by the host and participating partners. Any Regional award made will impact or be included in the host organization's funding limitations.
- Applications differ based on the applicant type. For example, the SFTA application for a vehicle will be different from the fire department application for a vehicle. Be sure to select the appropriate applicant type when applying.
- Fire Departments or nonaffiliated EMS organizations that are part of a larger organization with a broader scope should apply through the larger organization to avoid limiting eligible activities. For example, a rescue squad that periodically participates in structural firefighting and that belongs to a county fire and rescue agency should apply through the county for structural PPE. In other words, the county should apply on behalf of the rescue squad.
- FEMA recognizes the number of seated riding positions in front line apparatus as a reasonable measurement of the quantity of PPE or relevant equipment (radios, etc.) to be funded. Exceptions to the front-line seated riding position count may be considered by FEMA if compelling need to include seated riding positions in reserve apparatus can be demonstrated and justified. Applicants that seek to include reserve apparatus seated riding positions in the total seated riding position count must submit a justification narrative.
- **Applicants are encouraged to review the funding priorities listed under each activity in Section F of this NOFO. These priorities are marked as "high," "medium," or "low" and should be considered when applying for a grant. FEMA will fund items and activities with the highest priority first.**

e. ***Restrictions on Uses of Award Funds***

- No AFG Program funds may be used to support hiring (part-time or full-time), salaries, benefits, or fringe benefits (including but not limited to contributions for social security, insurance, workers' compensation, pension or retirement plans) for any personnel.
- Documented back fill and/or overtime/lost wages costs to support awarded training activities are allowable personnel expenses.
- Instructor's rates/base rates should be provided as part of the application narrative, as

well as the market-researched competitive rate for delivering the requested training.

- If the instruction provided for an awarded training activity is delivered by an existing member(s) of the recipient organization, only the established base rate of compensation, without benefits or overtime, may be eligible for reimbursement.
- Recipients are encouraged to allow other organizations to benefit from an awarded activity; e.g., filling another organization's SCBA cylinders using a grant funded compressor, cleaning another organization's turnout gear, or offering excess capacity training opportunities. If recipients choose to include costs associated with shared benefit (e.g., backfill, overtime, tuition) for members outside of their department, they must apply as a Regional applicant.
- Items requested under Additional Funding may only be from that same Activity area. Furthermore, improper Additional Funding requests may be disqualified, if there is misalignment between the item requested and the Activity area. However, the following requests are allowable:
    - Rapid Intervention Team (RIT) packs supporting a SCBA request under the PPE activity. RIT packs must be requested under the Equipment activity if not supporting an SCBA request.
    - PPE gear bags under the PPE activity (gear bags are only eligible as additional funds in association with a PPE gear request).
    - Air Compressor/Fill Station/Cascade Systems (Fixed or Mobile) in support of a Regional SCBA request under the PPE activity. Regional requests for Air Compressor/Fill Station/Cascade Systems (Fixed or Mobile) must be requested under the Equipment activity if not supporting a SCBA request.
    - PPE gear washer/extractor/dryer in support of a PPE gear request under the PPE activity. Washer/extractor/dryer must be requested under the Equipment activity if not supporting a PPE gear request.
- Items must be requested using individual item dropdowns in the application (e.g. nozzles and appliances should not be requested under 'Hose (Attack/Supply)' dropdown, but under 'Appliance(s)/Nozzle(s)' option). In addition, items requested as a bundle without details on the number of units and cost per individual component will not be considered for funding.

f. ***Funding Priorities***

i. **OPERATIONS AND SAFETY – TRAINING OVERVIEW**

FEMA has determined that hands-on, instructor-led training that meets a national, state, or DHS adopted standard and results in a national or state certification provides the greatest training benefit.

All of the following are considerations in pre-scoring and peer review determinations: High (H), Medium (M), Low (L)

Fire Department, Regional, and SFTA Training Priorities by Purpose	
H	• Training evaluated using national or state standards
H	• Training that brings a department into compliance with recommended NFPA or other national standards

H	• Instructor-led training that requires student testing to demonstrate academic competence or practical proficiency
H	• Training that benefits the highest percentage of applicable personnel, such as the hazardous materials training within a fire department or training that will be open to other eligible organizations
M	• Training that does not result in certification
M	• Training that is self-directed/validated
L	• Training that will address an identified risk but not associated with compliance to any standards

Fire Department and Regional Training Priorities by Course Type				
Training	**NFPA #**	**Urban**	**Suburban**	**Rural**
Firefighter I, II	1001	H	H	H
Fire/Emergency Services Instructor	1041	H	H	H
Hazardous Materials Response-Awareness, Operations, Technician	470	H	H	H
Infection Control	1581	H	H	H
Confined Space Response- Awareness, Operations, Technician	2500	H	H	H
Wildland firefighting (basic)	1140	H	H	H
Wildland firefighting certification (red card)	1140	H	H	H
Wildland Fire Officer	1051	H	H	H
Rapid Intervention Training	1407	H	H	H
Fire Officer	1021	H	H	H
Emergency Medical Responder	1001	H	H	H
Emergency Medical Technician	1001	H	H	H
Advanced Emergency Medical Technician to Paramedic	1001	H	H	H
Paramedic	1001	H	H	H
Paramedic to Community Paramedic	1001	H	H	H
Firefighter Safety and Survival	1407	H	H	H
Safety Officer	1026,1521	H	H	H
Fire Apparatus Driver/Operator	1002	H	H	H
Fire Prevention	1037,1730	H	H	H
Fire Inspector	1031	H	H	H
Fire Investigator	921,1033	H	H	H
Fire Educator	1035	H	H	H
NIMS/Incident Management System (IMS)	1026,1561	H	H	H
Emergency Scene Rehab	1584	H	H	H
Critical Incident Debriefing/Crisis Intervention	1500	H	H	H
Any training to a National/State or		H	H	H

NFPA standards				
Compliance with federal/state-mandated program		H	H	H
Technical Rescue- Operations, Technician	1006, 2500	H	H	H
Vehicle Rescue	2500	H	H	H
Another officer	1021	H	H	M
Aircraft Rescue Firefighting (ARFF)	440, 460, 1003	H	H	M
Weapons of Mass Destruction (WMD)	470	H	H	H
Mass Casualty		H	H	H

Fire Department and Regional Training Priorities by Course Type				
Training	**NFPA #**	**Urban**	**Suburban**	**Rural**
Training to address a local risk not elevated to a national or state		M	M	M
Specialized Training		M	M	M
Maritime Firefighting	1005, 1405, 1910	L	L	L
Instructor-led training that does not lead to certification		L	L	L
Self-taught courses		L	L	L
Training not elevated to a national or state standard		L	L	L

Funding Priorities for Fire Departments and Nonaffiliated EMS Organizations Training
The AFG Program provides training grants to meet the educational and performance requirements of fire departments and nonaffiliated EMS personnel. Training should align with the U.S. National Highway Traffic Safety Administration, which designs and specifies a National Standard Curriculum for Emergency Medical Technician (EMT) training and the National Registry of Emergency Medical Technicians (NREMT), a private, central certifying entity whose primary purpose is to maintain a national standard (NREMT also provides certification information for paramedics who relocate to another state).

A higher priority is assigned to the following due to the time and cost of upgrading an organization's response level:

- Organizations seeking to elevate the response level from Emergency Medical Responder (EMR) to EMT.
- Organizations seeking to elevate the response level from Advanced EMT (AEMT) to Paramedic.
- Organizations seeking to train Community Paramedics: Organizations seeking to train a high percentage of the active EMRs will receive additional consideration when applying under the Training activity.

Eligible Training Activities for Fire Departments and Regional Applications include but are not limited to:	
• Train-the-trainer courses • Alternative fuel firefighting • Response to natural disasters • Minor interior alterations, requested under Additional Funding and limited to $10,000 total expenditure to support the awarded Training activities (e.g., removal/construction of a non-weight bearing wall) • Overtime expenses paid to career firefighters to attend training or to backfill positions for colleagues who are in training • Rental of facilities to conduct training • Rental of Audio/Visual equipment • Travel expenses associated with attendance at a formal training course or conference (mileage, hotel, and lodging expenses) • Compensation to volunteers (Fire and nonaffiliated EMS) for wages lost to attend training; there is no overtime or backfill for volunteers • Tuition, exam/course fees, and certifications/certification expenses	• Purchase of training curricula and training services (instructors) • Chemical Biological Radiological Nuclear and Explosive (CBRNE) awareness, performance, planning, and management. • Travel expenses associated with Type 3 Incident Management Teams (IMT) attending position development/mentoring assignment with national Type 2 or Type 1 IMTs • Supplies or expendables or one-time use items essential for an award's scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA 1403 Standard on Live Fire Training Evolutions, reasonable safety mitigations to a structure acquired for training • Props (single-use or permanent) essential for training programs requested in the application cannot exceed $50,000 for Operation and Safety requests; this does not apply to SFTA requests

Ineligible Training Activities for Fire Departments and Regional Applications include but are not limited to:	
• Construction of facilities (buildings, towers, sheds, etc.) • Firefighting equipment or PPE, such as SCBA, used exclusively for training • Remodeling not directly related to grant activities • Any costs associated with planning and/or participating in formal or planned special event exercises to identify user needs, evaluate an organization's performance capabilities, validate existing capabilities, or to facilitate coordination and asset sharing • Firefighting equipment and PPE rental, as well as training facility personnel costs (such as facility maintenance, cleaning, safety officer services, etc.)	• Site preparation to accommodate or modify any training activity, facility, or prop that is a permanent or semi-permanent improvement, including but not limited to: landscaping, cutting or grading an access road, trenching, paving a training area, exterior stairs or sidewalks, or the installation of utilities • Purchase or lease of real estate (this does not preclude departments from securing necessary training facilities such as classrooms, use of towers, training props, etc.) • Purchase of Unmanned Aerial Vehicles (UAVs) and Drones • Food and beverages

Eligible Training Activities for Nonaffiliated EMS include but are not limited to:	
• EMR • EMT • AEMT • AEMT to Paramedic • Paramedic (applicant must clearly demonstrate plan to accomplish paramedic training within the period of performance) • Community Paramedics (paramedics with Primary Care certification) • Travel expenses associated with attendance at a formal training course or conference: air/rail transportation, mileage, hotel/lodging expenses, etc. (Note: Food and beverages are ineligible travel expenses)	• Attendance at formal training forums or conferences providing continuing education credits • Overtime expenses paid to career nonaffiliated EMS responders to attend training or to backfill positions for colleagues who are in training • Compensation to volunteers for wages lost to attend training (there is no overtime or backfill for volunteers) • Supplies or expendables or one-time use items essential to complete the training activity of a nonaffiliated EMS award's scope of work; examples include bandages, splints, expendable respiratory supplies, etc.

ii. Operations and Safety – Equipment Overview

AFG grants fund equipment for effective response, firefighting, rescue and emergency medical operations to enhance the public safety.

Reminder: When requesting training for any items in this section, enter the request under "Additional Funding" in the "Request Details" section of the application. Make sure to identify the type and scope of training, timeframe, etc. in the item description section.

Training must be specific to the use of the equipment (i.e., vendor training) and not duplicative of courses listed under the Training activity.

Also note:

- Accountability systems are located under the Equipment activity.
- All simulators, tow vehicles, and all mobile or fixed fire/evolution props (e.g., burn trailers, forcible entry, or rescue/smoke mazes) are located under the Equipment activity.
- Request for monitors/defibrillators should be based on the number of transport and non-transport ALS response vehicles in the fleet (medic engine, medic chase vehicle, ALS ambulance, etc.).
- P-25 compliant Portable Radios should be requested based on the number of seated riding positions or active members of the department and supported in the request narratives.
- Requests for P-25 mobile radios should be based on the number of vehicles in the fleet.
- Requests to replace obsolete or damaged equipment should enable the applicant to meet applicable industry, local, state, and national standards.
- Equipment product lifecycles are assigned an age category of Short (5-7 years), Intermediate (8-14 years), or Long (15-20 years). These age categories are used to compare like types of equipment of a similar age category. Under this system, an item that should have a useful life of 10 years is only compared to other items that have a similar useful lifespan. An application does not score higher or lower based on the product lifespan of an item. It only serves to ensure a more even scoring of equipment based on type.

All of the following are considerations in pre-scoring and peer review determinations:

Priority	Age Category	Fire and Fire Regional	SFTA
BASIC EQUIPMENT			
M H	Intermediate	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA. Fire Department applicants: M Regional Applicants: H	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA - H
H	Long	Appliance(s)/Nozzle(s)	Appliance(s)/Nozzle(s)
H	Long	Basic Hand Tools (Structural/Wildland)	Basic Hand Tools (Structural/Wildland)
M	Intermediate	Electric/Gas Powered Saws/Tools	Electric/Gas Powered Saws/Tools - H
M	Short	Fit Tester	Fit Tester - H
M H	Long	Foam Eductors - M for Fire Department and Regional Applicants	Foam Eductors - H
H	Intermediate	Hose (Attack/Supply)	Hose (Attack/Supply)
H	Short	Immediately Dangerous to Life or Health (IDLH) Monitoring Equipment	IDLH Monitoring Equipment

Priority	Age Category	Fire and Fire Regional	SFTA
H	Immediate	IDLH Protection for Investigators (this is single-use respiratory protection)	
M H	Long	Ladders - M	Ladders - H
M H	Short	Personal Accountability Systems - M	Personal Accountability Systems - H
H	Intermediate	PPE Washer/Extractor/Dryer (Turnout)	PPE Washer/Extractor/Dryer (Turnout)
M	Intermediate	Respirator Decontamination System (SCBA)	Respirator Decontamination System (SCBA)
M H	Intermediate	Props for Fire Department applicants and Regional Applicants: M	Props - H
H	Intermediate	RIT Pack/Cylinder	RIT Pack/Cylinder
M	Intermediate	Generator – Portable	Generator – Portable
M H	Intermediate	Tech Rescue (Ropes, Harnesses, Carabiners, Pulleys, etc.) for Fire Departments and Regional applicants: M	Tech Rescue (Ropes, Harnesses, Carabiners, Pulleys, etc.) - H
M H	Short	Simulators for Fire Departments - M Simulators for Regional (including virtual) - M	Simulators (including virtual) - H Repairs and upgrades (non-construction) to existing Simulators - H
H	Short	Thermal Imaging Camera (Must be NFPA 1801 compliant)	Thermal Imaging Camera (Must be NFPA 1801 compliant)
L M H	Short	Software and Learning Management System (LMS) to support training for Fire Departments - L Software and LMS to support training for Regional - M	Software and LMS to support training - H
M	Short	Computers used in support of training	Computers used in support of training
H	Short	Vehicle Mounted Exhaust Systems	Vehicle Mounted Exhaust Systems
M	Short	Mobile computing devices intended to be used on scene (Tablets)	Mobile computing devices intended to be used on scene (Tablets)

COMMUNICATIONS			
M H	Intermediate	Base Station (must be P-25 Compliant) for Fire Departments and Regional applicants: M	Base Station (must be P-25 Compliant) - H
M H	Intermediate	Headsets for Fire Departments and Regional applicants: M	Headsets - H
M H	Intermediate	Mobile Radios (must be P-25 Compliant) for Fire Departments and Regional applicants: M	Mobile Radios (must be P-25 Compliant) - H
M H	Intermediate	Mobile Repeaters (must be P- 25 Compliant) for Fire Departments and Regional applicants: M	Mobile Repeaters (must be P-25 Compliant) - H
M H	Intermediate	Pagers (limited to number of active members) for Fire Departments and Regional applicants: M	Pagers (limited to number of active members) - H

Priority	Age Category	Fire and Fire Regional	SFTA
H	Intermediate	Portable Radios (must be P-25 compliant)	Portable Radios (must be P-25 compliant)
M	Intermediate	Mobile Data Terminal (MDT)	MDT
M	Short	Software specifically to enable Radio over IP (RoIP)	Software specifically to enable RoIP
EMS EQUIPMENT			
H	Short	Airway Equipment (Non-Disposable)	Airway Equipment (Non-Disposable)
H	Short	Automated External Defibrillators (AEDs) BLS Level	AEDs BLS Level
H	Short	Automatic Chest Compression Device (CPR)	Automatic CPR
H	Short	EMS Training Aids	EMS Training Aids
H	Short	Monitor/Defibrillator	Monitor/Defibrillator
H	Intermediate	Power Lift Cot	Power Lift Cot
H	Intermediate	Power Lift System	Power Lift System
H	Short	Pulse Oximeters	Pulse Oximeters
H	Short	Responder Rehab Equipment	Responder Rehab Equipment
L	Short	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)
EXTRICATION			
M H	Intermediate	Cutter/Spreader for Fire Departments and Regional applicants: M	Cutter/Spreader: H
M H	Intermediate	Vehicle Extrication Equipment for Fire Departments and Regional applicants: M	Vehicle Extrication Equipment: H
HAZARDOUS MATERIALS			
M	Intermediate	Basic HazMat Response Equipment	Basic HazMat Response Equipment
M	Intermediate	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Short	Sampling Devices (HazMat)	Sampling Devices (HazMat)
SPECIALIZED			
H	Intermediate	Skid Unit	Skid Unit
M	Intermediate	Air Quality Device	Air Quality Device
M	Intermediate	Boats	Boats
M	Short	Marine equipment (NFPA 1910: Standard on Marine Fire-Fighting Vessels)	Marine equipment (NFPA 1910: Standard on Marine Fire-Fighting Vessels)
M	Intermediate	Mobile Generator	Mobile Generator
M	Intermediate	Portable Pump	Portable Pump
L	Short	Specialized Equipment (Other)	Specialized Equipment (Other)

Priority	Age Category	Fire and Fire Regional	SFTA
Chemical Biological Radiological Nuclear Equipment (CBRNE)			
L	Short	CBRNE-related Equipment	CBRNE-related Equipment
L	Short	Non-Disposable Biological Detection	Non-Disposable Biological Detection

Priority	Age Category	Tow Vehicles	Applicant Type
Note: Tow vehicles may be applied for under different application types with differing priority levels. Please reference the chart below when applying for tow vehicles.			
H	Long	Tow Vehicle	SFTA
M	Long	Tow Vehicle	Regional
L	Long	Tow Vehicle	Fire Department

Priority	Age Category	Nonaffiliated EMS	Nonaffiliated EMS Regional
COMMUNICATIONS			
H	Intermediate	Base Station (must be P-25 Compliant)	Base Station (must be P-25 Compliant)
H	Intermediate	Mobile Radios (must be P-25 Compliant)	Mobile Radios (must be P-25 Compliant)
H	Intermediate	Mobile Repeaters (must be P-25 Compliant)	Mobile Repeaters (must be P-25 Compliant)
H	Intermediate	Pagers (limited to number of active members)	Pagers (limited to number of active members)
H	Intermediate	Portable Radios (must be P-25 Compliant, limited to number of AFG Program-approved seated positions)	Portable Radios (must be P-25 Compliant, limited to number of AFG Program-approved seated positions)
M	Intermediate	Mobile Data Terminal	Mobile Data Terminal
M	Intermediate	Headsets	Headsets
M	Short	Software specifically to enable RoIP	Software specifically to enable RoIP

Priority	Age Category	Nonaffiliated EMS	Nonaffiliated EMS Regional
EMS EQUIPMENT			
H	Short	ALS/BLS Equipment	ALS/BLS Equipment
H	Short	Airway Equipment (Non- Disposable)	Airway Equipment (Non- Disposable)
H	Short	AEDs BLS Level	AEDs BLS Level
H	Short	Automatic CPR	Automatic CPR
H	Short	EMS Training Aids	EMS Training Aids
H	Short	Monitor/Defibrillator - 15 leads	Monitor/Defibrillator - 15 leads
H	Intermediate	Power Lift Cot	Power Lift Cot
H	Intermediate	Power Lift System	Power Lift System
H	Short	Responder Rehab Equipment	Responder Rehab Equipment
H	Short	Suction unit	Suction unit
M	Short	Computers used in support of training	Computers used in support of training
M	Short	Mobile computing devices intended to be used on scene (tablets)	Mobile computing devices intended to be used on scene (tablets)
H	Short	Vehicle Mounted Exhaust Systems	Vehicle Mounted Exhaust Systems
L	Short	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)
HazMat			
M	Intermediate	Basic HazMat Response Equipment	Basic HazMat Response Equipment
M	Intermediate	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Short	Sampling Devices (HazMat)	Sampling Devices (HazMat)

Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities		
Priority	**Purpose of Request**	**Definition**
H	Obtain equipment needed but not currently owned or replace equipment that is broken and/or damaged beyond repair to achieve minimum operational and deployment standards for existing missions	Applies to requests for equipment needed, and not currently owned, to achieve minimum operational and deployment standards for a department's existing mission requirements. This includes equipment that is no longer usable because it is broken and/or damaged beyond repair.
H	Replace noncompliant equipment to current standard	Applies to equipment that is deemed obsolete and/or is out of compliance with current standards for that type of equipment. Equipment requested under this reason for purchase has not been deemed inoperable, and while it may not be compliant with current standards it is not broken, damaged, or otherwise unusable.

M	Obtain equipment for new mission	Applies to requests for equipment, supplies, or inventories that are intended to fulfill minimum service requirements associated with new missions that a department is taking on and building the capability for but has not been previously fulfilled. For example, this may include, but is not limited to, establishing a new HazMat capability or Swift Water Rescue capability.
L	Upgrade technology to current standard	Applies to requests for equipment that may or may not be owned, but newer technology is available.

Eligible Equipment Activities for Fire Department, Nonaffiliated EMS, Regional, and SFTA include but are not limited to:	
• Shipping, taxes, assembly, and installation of the requested equipment • Extended warranties and service agreements if acquired concurrent with initial acquisition • Minor interior alterations (requested under Additional Funding and limited to $10,000 total expenditure) to support the awarded Equipment activities (e.g., removal/ construction of a non-weight bearing wall) • Equipment for response to incidents involving CBRNE/WMD • Training specific to the requested equipment	• Requested support activities for equipment requiring supplies or expendables or “onetime” use items essential for an award’s scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA 1403 Standard on Live Fire Training Evolutions, reasonable safety mitigations to a structure acquired for training • Subscriptions necessary for the operation of the awarded equipment and purchased concurrently within the POP • Computing device may be considered for reimbursement if essential to the operation of the funded equipment.

Ineligible Equipment Activities Fire Department, Nonaffiliated EMS, Regional, and SFTA include but are not limited to:	
• Construction of facilities, such as buildings, towers, or sheds to house communications • All fixed non-mobile repeaters or fixed site amplifiers • Sirens or other outdoor warning devices • Signage of any kind • Phones (telephone/satellite/cell) and carrier plans • Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance • Personal Safety/Rescue Bailout System (PPE) • Computer assisted dispatch (CAD) systems and software, geographic information systems (GIS), dispatch consoles, workstations and office furniture • Nonaffiliated EMS expendable supplies (including but not limited to medications) • Vehicle mounted fans	• Utility Vehicles and All-Terrain Vehicles (UTV/ATV) • UAVs and Drones • Bomb disposal equipment and robots • Mobile radios for personally owned vehicles (except Chief Fire Officer's personal vehicle if justified) • Supplies or expendables or common one-time use items such as foam, soaps, disinfectant wipes, medical gowns/gloves, bandages, any drug, intravenous bags/fluids, defibrillator pads/electrodes, syringes, cervical collars, batteries, exhaust system filters and splints • Flashover or other simulators/props that do not meet NFPA 1402 or 1403 standard (homemade or aftermarket simulators) • Subscriptions, memberships, equipment rental or lease to purchase • Refurbished equipment

Additional Considerations for Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities
• Equipment that has a direct effect on firefighters' health and safety • Age of equipment considered for replacement • Equipment that operationally benefits other jurisdictions • Equipment that brings the department into compliance with a national recommended standard, (e.g., NFPA or statutory compliance like OSHA)

IMPORTANT: The only eligible AFG Program activity for interoperable communications equipment is the acquisition of P-25 compliant equipment.

- P-25 compliant interoperable communications equipment has a digital platform that is programmable, scalable, and can communicate in analog mode with legacy radios, and in both analog and digital mode with other P-25 equipment. P-25 compliance enhances interoperability, allowing first responders to communicate with each other to coordinate their response to and mitigate all hazards.
- The procurement of interoperable communications equipment that does not meet P-25 compliance is unallowable; there are no waivers for P-25 compliance.
- All recipients awarded activities with emergency communication equipment and related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Technical specifications are located at: FY 2023 SAFECOM Guidance on Emergency Communications Grants.
- It is the recipient's responsibility to obtain documented evidence that the equipment

to be acquired has been tested and has passed all the applicable P-25 compliance requirements and the recipient shall be able to produce such documentation to FEMA upon request.
- AFG Program applicants are not required to identify a specific P-25-compliant product in their application narrative, but they must affirm that the interoperable communications equipment requested or acquired will be P-25 compliant.

Note: Recipients using FY 2023 AFG Program funds to support emergency communications activities should review and comply with SAFECOM requirements, including provisions on technical standards that ensure and enhance interoperable communications. Communication equipment (e.g., portable radios) would be included in this standard. Recipients investing in emergency communications must ensure their projects support the Statewide Communications Interoperability Plan (SCIP) for their state.

iii. Operations and Safety – PPE Overview

AFG Program funds used to acquire PPE may only be used to acquire compliant PPE for firefighting and nonaffiliated EMS personnel. Only the acquisition of PPE compliant with the most current edition of NFPA 1971, 1977, 1981 and/or 1999 are eligible activities. The acquisition of used, refurbished, or updated PPE are ineligible for reimbursement. PPE requested should have the goal of increasing firefighter safety. When requesting to replace or purchase new PPE (e.g., Turnout Gear and/or SCBA) applicants will be asked to provide the age of the items being replaced. All PPE items in the current inventory must be accurately described and accounted for in the application narrative.

Exposure to Per-and polyfluoroalkyl substances (PFAS chemicals) has been linked to cancer and other health effects. Recipients of PPE awards are strongly encouraged to ask potential vendors about their current level of compliance with using PFAS-free materials and to purchase PFAS-free gloves, hoods, boots, etc. as these items have matured in development to include readily available PFAS-free items.

Based in part on NFPA 1851, Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, in order for PPE (to include SCBA) to be considered noncompliant, the items must be a minimum of 2 NFPA cycles and 10 years of age or older from the date they were manufactured. PPE gear (to include SCBA) that is less than 10 years old and 2 NFPA cycles behind that was deemed damaged/unsafe/unrepairable is eligible for replacement if sufficient justification is provided in the application.

- Acquiring or replacing an individual SCBA face piece for each operational member of an organization is High H Priority. To the extent a request for additional face pieces exceeds any face pieces requested as part of an SCBA unit, that request should be entered as a separate request line item and will not be considered a request "to increase supplies" (e.g., if the applicant has the need for 35 Face Pieces, and requests 25 SCBA Units, the applicant should also separately request 10 additional Face Pieces).
- FEMA considers a complete set of Structural/Proximity PPE Turnout Gear to be comprised of these NFPA 1971 compliant components: one pair of pants, one coat,

one helmet, two hoods, one pair of boots, two pairs of gloves, one pair of suspenders, and one pair of goggles. In the AHJ where additional PPE such as a Personal Safety/Rescue Bailout System is statutorily required, FEMA will consider all statutorily required items to be part of a complete PPE set.

- FEMA considers a complete set of EMS PPE Turnout Gear to be comprised of these NFPA 1999 compliant components: one pair of pants, one coat, one helmet, one pair of boots, one pair of gloves, one pair of suspenders, and one pair of goggles.
- FEMA considers a complete set of Wildland PPE Turnout Gear to be comprised of these NFPA 1977 compliant components: one pair of pants, one coat, one jumpsuit, one helmet, one pair of boots, one pair of gloves, one pair of suspenders, one pair of goggles, one fire shelter, web gear, backpack, and canteen/hydration system.
- FEMA considers PPE gear bags and RIT packs as eligible items that can be requested under Additional Funding and available as part of excess fund for the PPE activity in support of requests for PPE or SCBA items.
- FEMA considers a complete SCBA unit to be comprised of a harness/backpack, one face piece, and two cylinders.
- Recipients should consider the importance of proper fitting gear when making purchasing decisions. This includes the nuances with proper fitting for female firefighters.

Training for requested PPE:

- Applicants must certify that all grant-funded PPE will only be used by sufficiently trained personnel (failure to meet this requirement will result in the request for funding deemed ineligible).
- If applicants are requesting training to support a PPE activity, it must be entered in the "Additional Funding" section within the "Request Details" section of the application.

The following are considerations in pre-scoring and peer review determinations:

Fire Department, Nonaffiliated EMS, Joint/Regional, and SFTA PPE Priorities		
Priority	**Purpose of Request**	**Definitions**
H	Increase supply for new hires and/or existing firefighters that do not have one set of turnout gear (PPE) or allocated seated positions (SCBA). This includes replacing out of service PPE-Turnout Gear and SCBA.	Applies to PPE-Turnout Gear for new firefighters (i.e., new hires or volunteer recruits) and/or existing firefighters that do not currently have one set of PPE-Turnout Gear, and to add SCBA to fill seated riding positions that do not currently have SCBA.
H	Replace in-service or in-use damaged/ unsafe/unrepairable PPE/SCBA to meet current standard	Applies to PPE-Turnout Gear and SCBA that is deemed damaged unsafe and unrepairable yet still in use at the time of application.

H	Replace in-service/in-use/expired/ noncompliant PPE/SCBA to current standard	Applies to PPE-Turnout Gear or SCBA that is deemed obsolete and/or is out of compliance with current standards. PPE-Turnout Gear or SCBA to be replaced is not compliant with current standards; it is not broken, damaged or otherwise unusable.
L	Replace PPE/SCBA to upgrade technology to current standard	Applies to PPE-Turnout Gear or SCBA that is less than 10 years old for PPE-Turnout Gear or compliant within two NFPA cycles for SCBA.

Additional Considerations for Fire Department, Nonaffiliated EMS, Joint/Regional, and SFTA for PPE or SCBA Priorities
• Higher priority is given to the age of requested PPE, reason for purchase/replacement, priority. Applicant's call volume is a lesser factor. Applicants will be required to provide the age of the PPE being replaced. • Applicants with the oldest PPE and/or trying to bring the department into 100% NFPA compliance or the number of active members who will have compliant gear.

PPE List	
Structural/Proximity H	
• American National Standards Institute (ANSI) Traffic Vests • Boots • Coats • Complete Set of Turnout Gear • Gloves • Goggles	• Helmets • Hoods • Pants • Pass Devices • Personal Safety/Rescue Bailout System • Suspenders
Respiratory H	
• Air-Line Unit • Face Pieces • Respirators	• SCBA Spare Cylinders • SCBA (SCBA Unit includes: Harness/ Backpack, Face Piece, and two cylinders)
Wildland H	
• Jumpsuits/Coveralls • Boots • Coats • Pants • Suspenders	• Goggles • Shelters • Web Gear/Backpacks • Canteens/Hydration Systems • Helmets
Specialized PPE M	

• Ballistic Protective Equipment (BPE), which includes one vest, one helmet, one triage bag, one pair of goggles • Chemical/Biological Suites (must conform to NFPA 1990 2022 edition)	• Extrication Clothing/Rescue Clothing • Proximity Suits • Splash Suits • Wet and Dry Suits • Encapsulated Suits
Eligible PPE Activities for Fire Department, Nonaffiliated EMS, Joint/Regional and SFTA include but are not limited to:	
• ANSI approved retroreflective highway apparel • Training for requested PPE • Turnout gear bags	• Customized helmet shields • Level C suits • Personal Safety/Rescue Bailout System • Face Pieces Regulators

Ineligible PPE Activities for Fire Department, Nonaffiliated EMS, Joint/Regional and SFTA include but are not limited to:	
• Three-quarter length rubber boots • Uniforms (formal/parade or station/duty) and uniform items (hats, badges, etc.) • PPE gear bags (ineligible unless requested as additional funds in association with a PPE request) • RIT packs (ineligible unless requested as additional funds in association with SCBA request) • Air Compressor/Fill Station/Cascade Systems (ineligible unless requested as additional funds in association with a Regional SCBA request) • PPE gear washer/extractor/dryer (ineligible unless requested additional funds in association with PPE gear request). • Personal Safety/Rescue Bailout System for nonaffiliated EMS organizations	• Food and beverages • Integrated thermal imaging cameras (TIC) with heads-up display • Bomb disposal suits • Any communications equipment (e.g., radios and pagers) in the PPE section • Structural, proximity, wildland firefighting gear, or rescue and extrication gear for nonaffiliated EMS organizations • Any decals, embroidery, engraving, flags, graphics, logos, vehicles, and PPE Turnout lettering that customizes awarded items beyond the normal expectation (except customized helmet shields) • Funding is limited to one set of PPE- Turnout Gear per person • Equipment rental or lease to purchase • **Note:** Where bailout system is statutorily required, FEMA will consider all statutorily required items to be part of a complete PPE set

iv. Operations and Safety – Wellness and Fitness Overview

Wellness and Fitness activities are intended to strengthen emergency responders so that their mental, physical and emotional capabilities are resilient enough to withstand the demands of all hazardous operations. In order to be eligible for funding, applicants must offer, or plan to offer, all five of the following Priority 1 activities as discussed in the table below.

Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities

Priority 1 - Below are the five activities required for a complete Wellness and Fitness program:

- Initial medical exams;
- Job-related immunization;
- Annual medical and fitness evaluation;
- Behavioral health; and
- Cancer Screening Program to meet NFPA 1582.

Priority 2 - Applicants may only apply for Priority 2 Items (listed below) if the applicant offers or is requesting a combination of the five activities required under Priority 1 (listed above):

- Candidate physical ability evaluation;
- Injury/illness rehab;
- Formal fitness, injury prevention; or
- International Association of Fire Fighters (IAFF) or IAFC peer fitness trainer program, including transportation, travel, overtime/backfill, and reasonable expenses associated with member participation in Train-the-Trainer for IAFF/IAFC and implementation of a peer fitness trainer programs. Core components included in a firefighter fitness assessment include:
  - Aerobic Capacity,
  - Body Composition,
  - Muscular Strength,
  - Muscular Endurance and
  - Flexibility.

NOTE: Applicants are encouraged to review NFPA 1583 for guidance on the minimum requirements for the development, implementation, and management of a health-related fitness program.

Departments that have some of the Priority 1 programs in place must apply for funds to implement the missing Priority 1 programs before applying for funds for any additional program or equipment within Priority 2. In addition, all grant-funded physicals (except those for explorers) must meet NFPA 1582 standards (Chapter 6, Medical Evaluations of Candidates 6.1; and Chapter 9, Essential Job Tasks — Specific Evaluation of Medical Conditions in Members). The cost of physicals should be based on local physician or health center prices. Detailed information on implementing NFPA 1582 physicals can be found at https://www.fstaresearch.org.

NOTE: Simultaneous requests for Priority 1 and Priority 2 activities will receive a lower funding consideration than requests that complete the bundle of the five Priority 1 activities. Applicants should review Health Related Fitness Programs as outlined in NFPA 1583, which is summarized below.

Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities
NFPA 1583 Standards on Health-Related Fitness Programs for Fire Department Members **Scope** This standard establishes the minimum requirements for the development, implementation, and management of a health-related fitness program for members of the fire department involved in emergency operations. **Purpose** The purpose of this standard is to provide the minimum requirements for a health-related fitness program for fire department members that enhances the members' ability to perform occupational activities efficiently and safely and reduces the risk of injury, disease, and premature death. This document is intended to help fire departments develop a health-related fitness program for fire department members that requires mandatory participation but is not punitive. This document is not intended to establish physical performance criteria.

Eligible Wellness and Fitness Activities for Fire Department and Nonaffiliated EMS include but are not limited to:	
• The five Priority 1 items: initial medical exams, job-related immunization, annual medical and fitness evaluation, behavioral health, and cancer screening • Behavioral health programs to include, but not limited to: Critical Incident Stress Management Programs, Employee Assistance Programs • Transportation expenses related to a member's participation in offered Wellness and Fitness activities	• Contractual costs (non-hiring) for personnel (such as nutritional counseling), physical fitness equipment (including shipping charges and sales tax, as applicable), and supplies directly related to physical fitness activities • Minor interior alterations (requested under Additional Funding and limited to $10,000 total expenditure) to support the awarded Wellness and Fitness activities (e.g., removal/ construction of a non-weight bearing wall); note that these will require EHP review

Ineligible Wellness and Fitness Activities for Fire Department and Nonaffiliated EMS include but are not limited to:	
• Fitness club memberships for participants or their families • Non-cash incentives (e.g., t-shirts or hats of nominal value, vouchers to local businesses, or time-off) • Purchase of real estate • Cash incentives • Food and beverages • Subscriptions and memberships	• Purchase of medical equipment that is not used as part of the Wellness and Fitness program • Whole-body MRI scans • Contractual services with anyone other than medical professionals (e.g., health care consultants, trainers, and nutritionists) for programs such as smoking cessation • Purchase of equipment or personal protective equipment that is otherwise eligible under the Equipment activity or the PPE activity

v. Operations and Safety – Modifications to Facilities Overview

AFG Program funds may be used to modify fire stations and other facilities. New fire station construction is not eligible. Eligible activities include source capturing exhaust, sprinkler, carbon monoxide alarms or smoke/fire detection systems, only for these types of systems and not multi-purpose systems that encompass ineligible features as described below.

All changes to facilities including major or minor modifications and equipment installations require EHP review.

The benchmark for eligibility does not apply to minor interior alterations (requested under Additional Funding and limited to $10,000 total expenditure) to support Training, or Wellness and Fitness activities (e.g., removal/construction of a non-weight bearing wall). In recognition of the risks posed by exposure to diesel fumes, Source Capture Exhaust Extraction Systems (SCES) are a High Priority item for vehicle exhaust mitigation under Modifications to Facilities.

An SCES is a system where exhaust gases from a vehicle are captured directly via a conduit that attaches to/over the end of the vehicle's exhaust system at the tailpipe. The captured exhaust gases are expelled through the attached conduit via mechanical/pneumatic means to the exterior of the building.

No modification may change the structure's footprint or profile. If requesting multiple items, such as a sprinkler system and exhaust system, the funding for any projects or activities cannot cumulatively exceed $100,000 (total project cost[s]) for any individual station.

Eligible projects under this activity must have a direct effect on the health and safety of firefighters.

Note: Vehicle Mounted Exhaust Systems are now listed as a "High" priority in the equipment activity.

Facility Considerations:

Priority is given to facilities staffed full-time and facilities with sleeping quarters. Facilities without sleeping quarters or with part-time occupancy will receive subsequent consideration. Training facilities, marine fire facilities, and intermittently occupied facilities will be considered next.

All of the following are considerations in pre-scoring and peer review determinations:

Eligible Modifications to Facilities Priorities for Fire Department and Nonaffiliated EMS include but are not limited to:	
H	• New source capture exhaust systems, sprinkler systems, carbon monoxide, or smoke/fire detection systems – only for these types of systems and not multi- purpose systems that encompass ineligible features as described below. • Replacement or updates to existing source capture exhaust systems, sprinkler systems, carbon monoxide, or smoke/fire detection systems are considered lower priority over requests submitted for new systems.
M	• Emergency generators, Air Quality Systems (AQSs) **Note:** AQSs are fixed equipment that are air purifying, scrubbing, and/or air exchange systems

Ineligible Modifications to Facilities Priorities for Fire Department and Nonaffiliated EMS include but are not limited to:	
• Station maintenance • Resurfacing of bay floors • Interior remodeling not pertaining to the requested project(s) • Food and beverages	Security systems, or other alerting systems of similar purpose designed to notify fire stations of unauthorized access or provide deployment notifications or multi-purpose systems that include any of these features even if they also include otherwise eligible features

g. ***Regional Applications***

A Regional application is an opportunity for a fire department or a nonaffiliated EMS organization to act as a host and apply for funding on behalf of itself and any number of other participating AFG Program eligible organizations. The host organization and its partners must be the intended beneficiaries of the proposed project. A nonaffiliated EMS organization that serves as a host regional applicant can only host other nonaffiliated EMS organizations. A fire department that serves as a host regional applicant can apply on behalf of other eligible fire departments and nonaffiliated EMS organizations within the same application. SFTAs are not eligible to apply under the Regional activity. Eligible Regional activities are Vehicle Acquisition, and Operations and Safety but only for Training, Equipment, Wellness and Fitness, and PPE activities. Regional activities should achieve cost effectiveness, support regional efficiency and resilience, and benefit more than one local jurisdiction (county, parish, town, township, city, or village) directly from the activities implemented with the grant funds. To align with the stated program objective of fostering interoperability, departments and agencies party to regional applications must use the same vendor. Any exceptions to this requirement must be pre-approved by FEMA in writing and be based on compelling operational need.

Regional applicants will be subject to the funding limitations based on the total population served by the host of the application and the participating partners. For example, if the host and partners serve a population of 100,000 or fewer and are the recipients of a Regional award for $1 million, the host has met their cap and is no longer eligible for additional funds under the AFG Program.

The community identification characteristic (e.g., Rural, Urban, or Suburban) and the organizational status of the host applicant (e.g., Career, Combination, or Volunteer) will be entered and used for the Regional application, regardless of the composition of the participating partners.

Regional populations served are the aggregate of the geographically fixed primary first due response areas of the host and participating partner organizations. Exceptions can be made to this requirement in situations where the host is also the parent organization and is responsible for their smaller and independent stations.

Neither the Regional host nor any participating partner is prevented from also applying on behalf of their own organization for any AFG Program activity (Vehicle Acquisition, or Operations and Safety). However, it cannot be for the same item. For example, a department cannot apply for PPE under its own organization and participate in a regional PPE application.

In the application narrative, a Regional host must include a list of all the AFG Program eligible participating organizations benefitting from a proposed Regional project, including validated points of contact, each organization's EIN, and clear and detailed information on the regional activities requested.

Host organizations should provide specific details, fully explaining the distribution of any grant-funded acquisitions or grant-funded contracted services, as well as the responsibilities between the host and the partner organizations.

In order to apply for a Regional project, the host organization must agree, if awarded, to be responsible for all aspects of the grant. This includes, but is not limited to cost share, accountability for the assets, and all reporting requirements in the Regional application. The host of the Regional application is not considered a pass-through entity and may not issue sub-awards.

The host will be required to enter information that captures the macro demographics (e.g., total square miles) and master listings of information (e.g., combined SCBA inventories) of the partners that serve the region.

All participants of a Regional applicant must be compliant with AFG Program requirements, including being current with past grants, closeouts, and other reporting requirements. Upon notification by the AFG Program Office, the host agency shall not distribute grant-funded assets or provide grant-funded contractual services to non-compliant partner organizations. The host and the delinquent partners will be notified by the AFG Program Office of their specific deficiency.

Regional host applicants and participating partner agencies must execute a Memorandum of Understanding (MOU) or equivalent document signed by the host and all participating organizations. The agreement should specify the individual and mutual responsibilities of the participating partners, the participant's level of involvement in the project(s), and the proposed distribution of all grant- funded assets and/or contracted services. Copies of the MOU will be requested during the technical evaluation of the application.

The MOU must specify the individual and mutual responsibilities of the host and participating partners, the host's and participants' level of involvement in the project(s), the participating partners' EINs, and the proposed distribution of all grant-funded assets or contracted services. Any entity named in the application as benefiting from the award must be an eligible AFG Program organization and must be a party to the MOU or equivalent document.

h. ***Vehicle Acquisition***

Vehicles purchased with AFG Program funds must be compliant with NFPA 1900 (Standard for Aircraft Rescue and Firefighting Vehicles, Wildland Fire Apparatus, and Automotive Fire) or equivalent (Standard for Automotive Ambulances). Leases, loan payments, or installment plans to obtain a vehicle are not eligible acquisition activities under the AFG Program and will not be reimbursed.

Community Paramedic/Health vehicles are non-transport vehicles and are not intended to have a dual role (e.g., as utility or support vehicles). There is nothing inherent in the delivery of community paramedic services that requires any emergency response packages (e.g., lights, sirens) or operational equipment (e.g., rescue tools, structural/wildland firefighting equipment). Consequently, such activities are ineligible.

Applicants may apply for more than one vehicle. Requests cannot exceed the financial cap based on population listed in the application. If a department submits multiple types of applications, and more than one of those requests are approved, the department will be held to the same financial cap based on the population listed in the application.

When requesting more than one vehicle, applicants will be asked to fill out a separate line item and answer all the questions including a separate narrative for each vehicle. For example, if an applicant is requesting to replace three ambulances, the applicant must fill out the age and vehicle identification number (VIN) of each vehicle being replaced. Applicants cannot use the same VIN in each line item.

In the case(s) when an applicant is not replacing a vehicle but only changing the service status of a vehicle(s), such as from first due to reserve, a VIN is still required for the narrative and for the vehicle being reassigned.

Applicants requesting fire vehicles that do not have drivers or operators trained to NFPA 1002 or equivalent and are not planning to have a training program in place by the time the awarded vehicle(s) is delivered will not receive a vehicle award.

Applicants requesting nonaffiliated EMS vehicles that do not have drivers or operators trained to the National Standard Emergency Vehicle Operator Curriculum (EVOC) developed by the United States Department of Transportation (DOT), or equivalent, and are not planning to have a training program in place by the time the awarded vehicle(s) is delivered, will not receive a vehicle award.

All applicants may request funding for a driver training program within the "Vehicle Acquisition" section but must add the request in the "Additional Funding" area in the "Request Details" section of the Vehicle Application.

All driver training program(s) must be in place prior to the delivery of the awarded vehicle(s) or the recipient will be considered in violation of the grant agreement. The pre-score evaluation criteria consider the department's need for the vehicle based on the age/condition of current vehicles and/or the demands on the organization.

Eligible Vehicle Activities for Fire Department, and SFTA include but are not limited to:			
Priority	**Urban Communities**	**Suburban Communities**	**Rural Communities**
H	• Aerial • Ambulance • Pumper • Rescue Vehicle Light, Medium, or Heavy • Non-Transport EMS (Community Paramedic/Healthcare) • Quint • Brush Type III or larger	• Aerial • Ambulance • Pumper • Tanker/Tender • Rescue Vehicle Light, Medium or Heavy • Non-Transport EMS (Community Paramedic/Healthcare) • Quint • Brush	• Aerial • Ambulance • Brush/Attack • Pumper • Tanker/Tender • Non-Transport EMS (Community Paramedic/Healthcare) • Quint
M	• Command/Mobile Communications Vehicle • HazMat Unit • Air/Light Unit • Rehab Unit	• Command/Mobile Communications Vehicle • HazMat Unit • Air/Light Unit • Rehab Unit	• Command/Mobile Communications Vehicle • Hazardous Materials Unit • Air/Light Unit • Rescue Vehicle Light, Medium or Heavy
L	• ARFF • Foam Truck • Fire Rescue/Boat • Highway Safety Unit • Hybrid (i.e., Transport Engine) • Tanker/Tender	• ARFF • Foam Truck • Highway Safety Unit • Hybrid (i.e., Transport Engine) • Fire Rescue/Boat	• ARFF • Foam Truck • Highway Safety Unit • Hybrid (i.e., Transport Engine) • Fire Rescue/Boat • Rehab Unit

Eligible Regional Vehicle Activities for Fire Departments (ALL Community Types)	
H	• Aerial • Air/Light Unit • Bariatric Ambulance • Command/Mobile Communications Vehicle • Non-Transport EMS (Community Paramedic/Healthcare) • Rehab Unit • Rescue Vehicle Light, Medium or Heavy • Tow Vehicle (Applied for under equipment)
M	• Highway Safety Unit
L	• Hazardous Materials Unit • Foam Truck

Eligible Nonaffiliated EMS and Nonaffiliated Regional Vehicle Activities	
H	• Ambulances • Bariatric Ambulance • Non-Transport EMS (Community Paramedic/Healthcare)

Compliance with Standards

- Ambulances must comply with NFPA 1900, or GSA Federal Standard KKK-A-1822F
- Applicants must certify that unsafe vehicles will be permanently removed from service if awarded a grant; acceptable uses of unsafe vehicles include farm, nursery, scrap metal, salvage, construction, or donation to a foreign entity
- Applicants should consider adopting the principles of Traffic Incident Management Systems (TIMS); the USFA report on TIMS can be found on FEMA's website at :https://www.fema.gov/fire-grant-contact-information Traffic Incident Management Systems
- New fire apparatus must be compliant with NFPA 1900 for the year ordered/manufactured

Additional Considerations (to include, but not limited to)

- Age and mileage of the vehicle being replaced; older equipment receives higher consideration
- Age of the newest vehicle in the department's fleet that is like the vehicle to be replaced
- Average age of the fleet; older equipment within the same class
- Call volume of primary first due response area or region
- Converted vehicles (with an emphasis on tanker/brush trucks) not designed or intended for use in the fire service departments that have automatic aid agreements, mutual aid agreements, or both; a converted vehicle is any vehicle that is not engineered to an NFPA standard, or not being used for its original design, or over its gross vehicle weight
- Vehicles on loan to the organization in the application narrative but not in the organization's inventory
- Damaged vehicles and out of service vehicles in the organization's inventory
- Replacement of open cab/jump seat configurations

IMPORTANT
Applicants requesting a vehicle(s) may be required to provide additional fleet information after the submission of the application. Vehicle inventory in the application must reflect currently owned vehicles as well as vehicles that are leased or on long-term loan and vehicles that have been ordered or otherwise currently under contract for purchase or lease by the organization but not yet in possession.

The following definitions should be followed when providing vehicle inventory in the application:

Front Line Vehicle: a vehicle that is fully equipped and ready to respond to emergency calls (first due, second due, ready-reserve vehicle).

Ready-Reserve Vehicle: a vehicle that is equipped and may be easily made ready to respond (i.e., emergency mobilization).

Reserve Vehicle: a vehicle that is not fully equipped and not ready to respond. Reserve apparatus is used when the front-line vehicle is out-of-service (repairs/maintenance). Equipment is removed from the front-line vehicle and moved to the reserve vehicle for emergency response.

Temporarily Out of Service Vehicle: A vehicle which has been temporarily removed from emergency response duties due to mechanical or safety conditions requiring repair. Although currently out of service this vehicle is required to meet the response needs of the agency and will be returned to front line or reserve status once repaired. Temporarily out of service vehicles are included in the vehicle inventory, included in the seated position count and are eligible for replacement in the AFG Program.

Decommissioned Vehicle: A vehicle which has been permanently removed from any or all emergency response duties or functions but is still in the possession of the organization. Examples include retired vehicles waiting disposal, vehicles used solely for parade/public relations use, antique vehicles, display, or similar uses. Decommissioned vehicles are not listed in the vehicle inventory or included in the seated position count and are not eligible for replacement in the AFG Program.

Vehicle Contract: Vehicle award recipients must submit a copy of their vehicle purchase contract to the designated Regional Fire Program Specialist or Program Analyst. To locate Regional Fire Specialist, please visit FEMA's website at https://www.fema.gov/fire-grant-contact-information Assistance to Firefighters Grant Program. Recipients will be asked to scan the document(s) into a PDF format and email it to the Regional Fire Program Specialist or Program Analyst for inclusion in the grant file. Submitting a vehicle purchase contract will assist in the programmatic monitoring of an award and help ensure programmatic compliance with the Improper Payments Eliminations and Recovery Act of 2012 (Pub. L. No. 112-248). If recipients do not submit a vehicle purchase contract, they will be unable to:

- Submit for an advance of federal funds for partial vehicle payment or chassis payment; and

- Submit an amendment requesting a Period of Performance extension for the project.

Performance Bond Strongly Recommended: Performance bonds are strongly recommended but not required by the AFG Program. This is for any organization that is going to advance its own funds to their vendor prior to receipt of the vehicle. The bond may be obtained through the vendor or bank. The concept behind this is to ensure the applicant's funds are not lost in the event of a vendor's failure to perform, e.g., not finishing or delivering the vehicle, or going out of business.

Prepayment Bond Required: AFG Program vehicle recipients are required to obtain a prepayment bond if the recipient plans to advance federal funds to their vendor for a down payment. This is to safeguard the federal funds against loss if the vendor goes out of business or fails to deliver the vehicle. Prepayment bonds may be obtained through the vendor or bank. The cost of a Prepayment Bond is a reimbursable activity under a vehicle acquisition award.

Penalty Clause Required: All contracts for any AFG Program-funded vehicle must contain a penalty clause. Non-delivery by the contract's specified date, or other vendor nonperformance, will require a penalty that is no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient.

Exceptions may be considered by FEMA only if an urgent and compelling need is demonstrated by the recipient. The request for exception from this requirement must be submitted in writing to the AFG Program Analyst or Regional Fire Program Specialist.

Down Payment: A down payment for the purchase of a vehicle is allowable if required in the vehicle purchase contract, but FEMA will only allow up to 25% of the federal share to be drawn for this purpose. Any costs over-and-above the 25% limit, such as the cost of a chassis or any other fees or services, must be borne by the recipient or deferred until final payment is drawn.

Federal funds may not be requested for any other payments to include but not limited to periodic or progress vehicle payments, loan payments, or the acquisition of equipment for the awarded if already supplied under the vehicle contract. Purchases outside of the vehicle contract can be requested for payment, i.e., driver/operator training, physical exams for driver/operator, and equipment specific to the type of apparatus awarded and as listed in the NFPA 1990.

Final Payment: To expedite the acquisition process, and prior to the vehicle being received, inspected, and accepted, the recipient may request the final vehicle payment as an advance payment request. However, the recipient shall not disburse or satisfy the vehicle obligation until after the vehicle is received, inspected, and accepted by the recipient.

Eligible Vehicle Activities for Fire Department, Nonaffiliated EMS Organizations, Joint/Regional, and SFTA include but are not limited to:	
• Cost of vehicle • Physicals to meet current NFPA 1582/US DOT 649 F • Cost of associated equipment that is eligible under current NFPA 1900 • Driver/operator training programs that meet applicable standards, current NFPA 1002 or EVOC, or equivalent	• Travel expenses (air/rail transportation, mileage, hotel/lodging) to inspect a requested vehicle during production **Note: Food and beverages are ineligible travel expenses**

Ineligible Vehicle Activities for Fire Department, Nonaffiliated EMS Organizations, Joint/Regional, and SFTA include but are not limited to:	
• Leasing, rental, or installment purchase of any grant funded vehicle • Aircraft, bulldozers, or construction-related equipment • Using the vehicle being awarded as collateral for any financial loan	• UTVs and ATVs • UAVs and drones • Used or refurbished apparatus • Converted vehicles not originally designed for firefighting • Food and beverages

Examples of vehicle types

- Pumper (an apparatus that carries a minimum of 300 gallons of water and has a pump with the capacity to pump a minimum of 750 gallons per minute [GPM])
- Urban interface vehicles (Type I) pumper (300 gallons of water and 750 GPM)
- Ambulance (vehicle used for transporting patients)
- Tanker/Tender (an apparatus that has water capacity in excess of 1,000 gallons of water)
- Quint Aerial (an aerial ladder, elevating platform, or water tower that is designed to position personnel, handle materials, provide continuous egress, or discharge water)
- Quint (fire apparatus with a permanently mounted fire pump, a water tank, a hose storage area, an aerial ladder or elevating platform with a permanently mounted waterway, and a complement of ground ladders)
- Aerial Ladder (elevating platform, or water tower that is designed to position personnel, handle materials, provide continuous egress, or discharge water)

Unsafe Vehicles

If applicants specify the vehicle(s) to be replaced are unsafe, they must certify that if awarded, the unsafe vehicle to be replaced will be permanently removed from emergency service response. Permanently removed from emergency service response means the recipient cannot use the vehicle being replaced for any emergency service response, nor can the recipient sell or otherwise transfer title to any individual or emergency service response organization that will use the unsafe vehicle for emergency service response.

A recipient who certifies it will remove an unsafe vehicle from service but then sells/transfers the unsafe vehicle to another emergency service response organization, or otherwise does not remove the unsafe vehicle from emergency service response, is considered to be in violation of the grant agreement.

Acceptable dispositions (donation or sale) of unsafe vehicles include but are not limited to a training facility (NO emergency response off the training grounds), farm use, construction or nursery use, sale to a non-emergency service response entity for refurbishment, scrap metal, salvage, or foreign donation.

15. Appendix C – Award Administration Information

Appendix C contains detailed information on AFG Program Award Administration. Reviewing this information may help recipients in the programmatic and financial administration of their award(s).

a. ***Help FEMA Prevent Fraud, Waste, and Abuse***

If applicants or recipients have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, they should contact the DHS Office of Inspector General (OIG) Hotline at (800) 323-8603, by fax at (202) 254-4297, or email HOTLINE@oig.dhs.gov.

b. ***Economic Hardship Waivers of Cost Share and Maintenance of Effort***

In cases of demonstrated economic hardship, and upon the request of the recipient, the FEMA Administrator may waive or reduce an AFG Program cost share or MOE requirement for certain recipients (15 U.S.C. § 2229(k)(4)(A)). As required by statute, the FEMA Administrator established guidelines for determining what constitutes economic hardship and published these guidelines in Information Bulletin No. 427.

The applicant is required to submit documentation supporting their request for an Economic Hardship Waiver at the time of the application by attaching the supporting document to the grant application.

To receive an Economic Hardship Waiver the applicant must address the specific conditions as well as format the waiver request submission as specified in Section III – Guidance, Part D: Eligibility – Demonstrating Economic Hardship of Information Bulletin No. 427.

Failure to provide documentation at the time of application or address the conditions or following the prescribed format in Information Bulletin No. 427 may result in a denial of the waiver.

c. ***Grant Writer/Preparation Fees***

Fees for grant writers may be included as a pre-award expenditure. For grant writer fees to be eligible as a pre-award expenditure, the services must be competitively sourced, specifically identified, and listed within the "Request Details" section of the application and must satisfy the requirements under 2 C.F.R. § 200.458. FEMA will only consider reimbursements for application preparation, not administration, up to $1,500 per annum. The allowability of grant writer fees as a pre-award expenditure must be paid between the 90 days prior to the publication date of the NOFO and up to 30 days after the application period closes. In order

for Grant writer fees held either on retainer or subscription basis to be an eligible pre-award cost, the claimed retainer or subscription must have been competitively secured, and the costs are limited to the start of the appropriation period for the underlying award and meet the requirements under 2 C.F.R. § 200.458. Fees payable on a contingency basis are not an eligible expense.

Pursuant to 2 C.F.R. Part 180, recipients may not use federal grant funds to reimburse any entity, including a grant writer or preparer, if that entity is presently suspended or debarred by the federal government from receiving funding under federally funded grants or contracts. Recipients must verify that the contractor is not suspended or debarred from participating in specified federal procurement or non-procurement transactions pursuant to 2 C.F.R. § 180.300.

Prior to submission of the application, please review all work produced by grant writers or other third parties for accuracy. By submitting the application, applicants are certifying all of the information contained therein is true and an accurate reflection of the organization, and that regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA. These actions include but are not limited to the submitted application not being considered for award, temporary withholding of funding under the existing award pending investigation, or referral to the DHS OIG.

The following documentation shall be provided to FEMA upon request:

i. A copy of the grant writer's contract for services;
ii. A copy of the invoice or purchase order;
iii. A copy of the canceled check (front and back); and
iv. Evidence that the services were competitively procured. If an applicant's local procurement practices/policies do not require competitive bidding under $1,500, then the applicant may be asked to provide a copy of that policy.

Failure to provide the requested documentation may result in the grant writer fee being deemed ineligible and the grant reduced accordingly.

NOTE: FEMA requires that all applicants identify the following as "Application Participants" in the "Contact Information" section of the application.

Any individual or organization that assisted with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place before submitting the application.

d. ***Maintenance and Sustainment for AFG Programs***

The use of FEMA preparedness grant funds for the costs of repairs or replacement, as well as maintenance contracts, warranties, and user fees may be allowable.

The intent of eligible Maintenance and Sustainment activities is to provide direct support to the critical capabilities developed using FEMA and other DHS grants and support activities. Routine upkeep and the supplies, expendables, or one-time use items that support routine upkeep (e.g., gasoline, tire replacement, routine oil changes, monthly inspections or grounds

and facility maintenance) are the responsibility of the recipient and may not be funded with AFG Program funding.

Generally, when purchasing a maintenance agreement, service contract, or extended warranty for systems or equipment, the period of coverage provided under such a plan may not extend beyond the period of performance of the grant with which the agreement, warranty, or contract is purchased.

The duration of an extended warranty purchased incidental to the original purchase of the equipment may exceed the period of performance as long as the coverage purchased is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment or system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this policy extends to licenses and user fees as well.

Even if purchased incidental to the original purchase of the equipment, the duration of an extended maintenance agreement or warranty must also be reasonable for the type of equipment or system being purchased. For example, if a vendor offers a 10-year extended warranty incidental to the purchase of a piece of equipment, but the useful life of that equipment being purchased is five years, the purchase of a 10-year extended warranty would not be a reasonable cost and may not be charged to the grant.

e. ***Taxes, Fees, Levies, and Assessments***

Taxes, fees, levies, or assessments that the recipient is legally required to pay and are directly related to any eligible AFG Program acquisition activity may be charged to an AFG Program award pursuant to 2 C.F.R. § 200.470. These charges shall be identified and enumerated in the AFG Program application narrative, as well as the "Request Details" section of the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient's agent) or that prevent that recipient from enjoying any lawful exemption, waiver, or reduction of any tax, fee, levy, or assessment directly related to any eligible AFG Program acquisition activity, are not chargeable to any AFG award.

Example: Governmental entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees*, but only if the eligible organization submits an exemption or waiver request to the FCC.

**Government entities are not required to pay FCC regulatory fees. Nonprofit entities (exempt under Section 501 of the Internal Revenue Code) may also be exempt. The FCC requires that any entity claiming exempt status submit, or have on file with the FCC, a valid Internal Revenue Service Determination Letter documenting its nonprofit status or certification from a governmental authority attesting to its exempt status. For more information, please visit the Federal Communications Commission website.*

f. ***Excess Funds***

After completing the initial project's purpose in the recipient's application, some recipients may have unexpended funds remaining in their budget. These excess funds may result from any combination of under-budget acquisition activities or competitive procurement processes.

These cost-shared excess funds may be utilized to address an organization's local needs or to mitigate identified capability gaps. FEMA expects excess funds to be obligated concurrent with an award's period of performance to address a known or critical need.

Excess Funds Restrictions
In general, excess funds are limited to no more than $10,000 for any award. If you have any questions, contact the AFG Help Desk at 866-274-0960 or email FireGrants@fema.dhs.gov. The AFG Helpdesk is open Monday through Friday, 8 a.m. – 4:30 p.m. ET.

The $10,000 maximum is cumulative for any grant, regardless of the number of activities within the award, and will require no amendment except when the use of excess funds is for any eligible activity that would normally require an EHP review.

- Excess funds cannot be used to support Fire Prevention and Safety activities.
- Consistent with the funding priorities set by the panel of fire service professionals and stakeholders, excess funds are limited to the purchase of High Priority items only.
- Excess funds cannot be used for grant writer/preparer fees.
- Excess funds may only be used for allowable activities identified in the program guidance for that fiscal year's grant cycle.
- The opportunity for excess funds is limited when the original uncompleted Scope of Work is changed via an amendment.

  Example: An award for the acquisition of 10 SCBA units is reduced via Amendment to eight SCBA units. The federal participation and the recipient cost obligation are both reduced and any remaining unliquidated federal funds resulting from the reduction in quantity of awarded items are not allowable as excess funds. FEMA may allow reduction in the quantity of awarded items but not total project cost if compelling justification of need is provided.

Exceptions to the $10,000 use may be considered by FEMA if urgent and compelling need that can be directly related to a demonstrated event impacting the health and safety of the firefighters within the department can be identified. This request must be submitted in writing via an amendment.

g. ***Payments and Amendments***
FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. AFG Program payment/drawdown requests are generated using FEMA GO. AFG Program payment/drawdown requests from state or local government entities will be governed by applicable federal regulations in effect at the time a grant is awarded to the recipient and may be either advances or reimbursements. Recipients should not expend funds until all special conditions listed on the grant award document have been met, including completion of EHP review, active SAM.gov registration, and the request for payment in

FEMA GO has been approved.

Recipients should draw down funds based upon immediate disbursement requirements; however, FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of canceled checks for verification. See, e.g., 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

ADVANCES

Recipients shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and its disbursement by the recipient (not to exceed 30 days), and the financial management systems that meet the standards for fund control and accountability as established in 2 C.F.R. Part 200. The recipient shall include invoice(s) and/or purchase orders for advance AFG Program payment/drawdown requests. EHP review requirement must be met prior to advanced payments.

Although advance drawdown requests are permissible, recipients remain subject to applicable federal laws in effect at the time a grant is awarded to the recipient. Governing interest requirements include the Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200 and the Cash Management Improvement Act (CMIA) and its implementing regulations at 31 C.F.R. Part 205. Interest under CMIA will accrue from the time federal funds are credited to a recipient's account until the time the recipient pays out the funds for program purposes. For the rate to use in calculating interest, please visit Treasury Current Value of Funds Rate.

REIMBURSEMENT

Payment by reimbursement is the preferred method when the requirements to be paid in advance, pursuant to 2 C.F.R. § 200.305, cannot be met. In accordance with U.S. Department of Treasury regulations at 31 C.F.R. Part 205, if applicable, the recipient shall maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds. As a prerequisite of the AFG Program approval for reimbursement requests, recipients shall include proof of purchase, in the form of a canceled check or credit card transaction, active SAM.gov registration, and a final invoice(s) in each reimbursement AFG Program payment/drawdown request.

REBATES

Recipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments, in accordance with 2 C.F.R. § 200.305. The reduction of federal financial participation via rebates/refunds may generate excess funds for the recipient if the recipient previously obligated their Cost Share match based upon the original award figures. If the recipient previously obligated their original Cost Share prior to the rebate, then the recipient may have minimum excess funds equal to the difference between the original Cost Share less the rebate

adjusted Cost Share.

PAYMENT REQUESTS DURING CLOSEOUT
A recipient may only submit reimbursement payment requests up to 120 days after the expiration of the period of performance, during an award's closeout reconciliation.

Reimbursement payments are the only eligible type of requests to be submitted after a grant's period of performance has expired. The expenditure must have been obligated and received during the period of performance of the award. The recipient's request should contain clear and specific information certifying that the liquidation of federal funds is reimbursement for an obligation properly incurred during the active period of performance. FEMA may request documentation supporting the reimbursement for review at any time.

AMENDMENTS
FEMA may approve AFG Program award amendments on a case-by-case basis, for the following reasons:

- Extension of the period of performance in order to complete the scope of work;
- Changes to the activity, mission, retroactive approval (pre-award), closeout issues, and some excess funds requests; or
- Budget changes (adding funds to award/non-closeout deobligation of funds).

FEMA will only consider amendments submitted via FEMA GO. These requests must contain specific and compelling justifications for the requested change. Amendments or changes to the scope of work may require additional EHP review. FEMA strongly encourages recipients to expend grant funds in a timely manner, to be consistent with AFG Program goals and objectives. All amendments require recipients to maintain an active SAM.gov registration.

NOTE: A recipient may deobligate (i.e., return) unused funds (i.e., those remaining funds previously drawn down via payment request and/or remaining award funding that was never requested) to DHS/FEMA prior to the end of an award's period of performance. To exercise this option, a recipient must submit an amendment via FEMA GO and state in the amendment that the unliquidated funds (i.e., the funds to be returned) are not necessary for the fulfillment or success of the grant's obligations or mission. The recipient must also indicate in the amendment that it understands that the returned funds will be deobligated and unavailable for any future award expenses. Deobligation of funds will decrease the federal portion of the grant and the amount of the recipient's Cost Share obligation. FEMA will confirm deobligation amendments with all points of contact; after confirmation of the recipient's intent to deobligate, FEMA will hold the approved deobligation request for 14 days as a period for recipient reconsideration before FEMA processes the deobligation request. The deobligation of funds cannot be reversed.

h. ***Disposition of Grant Funded Equipment***
A recipient must use, manage, and dispose of AFG Program-funded equipment in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.313. With the exception of state governments, when

original or replacement equipment acquired under an AFG award is no longer needed for the original project, program, or other activities currently or previously supported by a federal awarding agency, the recipient must request disposition instructions from FEMA. FEMA strongly recommends contacting a Regional FPS or the AFG Program Help Desk prior to the disposition of AFG Program funded equipment, to include vehicles.

STAFF REPORT

Meeting Date: March 5, 2024
Item #: 5

Contact Name: Chris McKinstry
Contact Number: Ext. 3055

Department Director: Vincent Ogburn
City Manager: Robert Frank

Subject: Approval of Interim Agreement with Fortress Secured to proceed with the Ocoee Regional Law Enforcement Training Center. (Assistant Police Chief McKinstry)

Background Summary:
On November 15, 2022, the City Commission authorized staff to advertise and hire a professional firm (ZHA) to evaluate the unsolicited proposal provided by Fortress Secured LLC for the Ocoee Regional Law Enforcement Training Center. The evaluation determined the proposal does meet a public need pursuant to state law, and it can provide an appropriately designed facility for a reasonable cost in a timely manner. On July 18, 2023, the City Commission accepted the evaluation and approved the negotiation of a contract and finance plan with Fortress Secured LLC for the design and construction of the Ocoee Regional Law Enforcement Training Center. This next step of the process requires entering into an interim agreement with Fortress Secured. Entering into an interim agreement does not obligate the City to enter into a comprehensive agreement, and any comprehensive agreement for final construction would have to be presented back to this Commission for approval. The interim agreement (attached) allows for the completion of design and preparation of the comprehensive agreement.

Issue:
Should the Honorable Mayor and City Commissioners approve the Interim Agreement with Fortress Secured to proceed with the Ocoee Regional Law Enforcement Training Center?

Recommendations:
Staff recommends the Honorable Mayor and City Commissioners approve the Interim Agreement with Fortress Secured to proceed with the Ocoee Regional Law Enforcement Training Center.

Attachments:
1. Interim Agreement

Financial Impacts:
The financing plan for this project is scheduled for presentation to the Commission at the date of this reading.

Type of Item: Consent

INTERIM AGREEMENT BETWEEN
THE CITY OF OCOEE AND FORTRESS SECURED, LLC
FOR THE DELIVERY OF A LAW ENFORCEMENT TRAINING FACILITY

THIS INTERIM AGREEMENT ("Agreement") is made and entered into, as of the last date of execution by the Parties ("Effective Date"), by and between the CITY OF OCOEE, a Florida municipal corporation ("City") and FORTRESS SECURED, LLC, a Florida limited liability company, which is authorized to do business in the State of Florida ("Developer") (each a "Party" and collectively the "Parties").

WHEREAS, pursuant to Section 255.065, Florida Statutes, the City received an unsolicited proposal from Developer for the turn-key delivery of a new law enforcement training facility (the "Project") on real property owned by the City (the "City Property"); and,

WHEREAS, the City Commission deemed Developer's proposal a qualifying project under Section 255.065, Florida Statutes, deserving of further consideration as a potential public-private partnership; and,

WHEREAS, the City published notice of its receipt of the proposal and solicited competing offers for the Project; and,

WHEREAS, having received no competing offers, the City undertook negotiations with Developer as authorized by Section 255.065(5)(c), Florida Statutes; and,

WHEREAS, the City has previously authorized Developer to access the City Property for purposes of initial exploration; and

WHEREAS, the Parties now intend to enter into this interim Agreement in advance of the negotiation and approval of a possible comprehensive agreement (the "Final Agreement") governing the Project, which will facilitate the development of design plans, construction budget, pro-forma model and schedule assumptions to better inform and guide the development, design, financing, permitting, construction, operation and maintenance of the Project.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. Pre-Development Generally.

The City will cooperate with Developer as it undertakes pre-development activities described in Exhibit A hereto ("Pre-Development Activities"), in good faith and in a commercially reasonable manner, with input and support to be provided by the City to develop a mutually acceptable financial model for the Project. The principles that will guide the development of the financial model for the Project are: (i) the total development budget does not exceed a total principal amount of $10,710,534.00 (the "Projected Budget") including an allowance for furniture, fixtures and equipment in the amount of $500,000 (the "FF&E Allowance"), and (ii) the Project adheres to the vision and all other material provisions as set forth in Developer's proposal.

2. Term.

The term of this Agreement ("Term") shall commence upon the Effective Date and shall terminate upon the earliest to occur of the following:

(a) the effective date of the Final Agreement with the City (the "Closing");

(b) Developer and the City, working in good faith, fail to mutually agree on the engineering and design plans for the Project; and

(c) Developer and the City fail to agree upon a fixed sum final cost for the Project (the "Stipulated Sum") at a price at or below the Projected Budget, or if over the Projected Budget at a price acceptable to City in City's sole discretion;

(d) Developer and the City, working in good faith, fail to mutually agree on the terms and conditions of the Final Agreement;

(e) City determines, in its sole discretion, that options to finance the construction of the Project are not available to City on terms and conditions reasonably acceptable to City;

(f) the effective date of the termination of this Agreement by mutual agreement of the Parties.

(g) City determines, in its sole discretion, that the Additional Projects (as defined in Section 5) cannot be obtained or cannot be obtained at a cost acceptable to City.

3. Scope of Pre-Development Activities.

(a) The Pre-Development Activities constitute the entire scope of the preliminary activities Developer intends to conduct with respect to the Project.

(b) Pre-Development Activities. Developer has entered into a contractual agreement with jl2 Architecture, LLC for Pre-Development Activities and related site due diligence, planning and design work (the "Pre-Development Agreement"). At the request of City, Developer will provide a copy of the Pre-Development Agreement to the City. The Pre-Development Activities will include the coordination and commissioning of third-party architects and engineers contracted by Developer to conduct the surveys, tests and to produce the reports or documents described in this Agreement. All Pre-Development Activities, including all tests, shall be performed in a good and workmanlike manner, good industry practices and all applicable laws, rules and regulations and the requirements of governmental authorities. Developer shall provide upon request to the City copies of all written reports, studies, analyses, surveys, designs, plans, drawings and other written, graphic and three-dimensional work product prepared by or on behalf of Developer by third parties (excluding Developer's attorneys and accountants) as part of the Pre-Development Activities for the Project (collectively, "Work Product"). The City acknowledges that Developer has expended and will expend, in good faith, money to engage third parties in furtherance of the development of

the Project and production of Work Product. Such expenditures anticipated to be expended, are specifically described in that certain "Pre-Development Budget" attached hereto as Exhibit C. Developer shall be permitted to expend funds in excess of any line item amount as long as the total amount set forth in the Pre-Development Budget is not exceeded; provided, however, if Developer desires to spend funds in excess of the total amount set forth in the Pre-Development Budget, any amount in excess of $530,760.00 shall not be subject to reimbursement in accordance with the terms of this Agreement by the City. Developer shall provide monthly updates to the City regarding the actual costs expended to date, including such information as may be requested by the City.

(c) Contractors. Developer shall be responsible for the acts, failures to act, errors and omissions of all contractors, subcontractors, vendors, consultants and agents engaged in performance of Pre-Development Activities. Except as provided in this Agreement, this Agreement shall not give rise to any contractual or other relationship between the City and any such contractors, subcontractors, vendors, consultants and agents. The City disclaims and does not undertake any obligation, duty or responsibility to pay, reimburse, compensate or otherwise be responsible for payment of any fees, charges, rents, licenses, costs, expenses, reimbursements or any other amount to any contractor, subcontractor, vendor, consultant and agent of Developer (except as described in Section 4 below). Contracts, agreements, purchase orders and other arrangements between Developer and such third parties for labor, licenses, services, equipment, machinery, materials, supplies and other items utilized in the conduct of the Pre-Development Activities shall be consistent with the terms and conditions of this Agreement. All contracts entered into by Developer shall provide that any review or approval of the Work Product by the City or Developer, or the incorporation of suggested revisions by the City, shall not constitute waiver, release or acceptance of any error or omission in the Work Product, shall in no way waive or release Developer or the contractors, subcontractors, vendors, consultants and agents from its respective duty to completely perform its obligations under their contracts, the standard of care applicable to the performance of their work, nor constitute a waiver of any claim or warranty. The primary contracts for design and engineering services will be between Developer and jl2 Architecture, LLC (collectively, "Design Professionals") engaged in performance of Pre-Development Activities.

(d) Reports. Developer shall, on a monthly basis, provide a written report describing the status, progress and results of the Pre-Development Activities. The information provided to the City shall include an explanation of any significant variations from the scope, schedule, sequence, or performance of the Pre-Development Activities and identify any potential or known developments that may impact the City or the feasibility, cost or schedule for the design, permitting, financing and construction of the Project or the Pre-Development Activities, and any corrective or remedial actions implemented. The final plans and specifications for the Project are subject to approval by the City.

4. Payment for Pre-Development Activities.

(a) Developer will be responsible for paying the third parties in accordance with the agreements between Developer and each such third party in connection with the due diligence surveys, tests and studies comprising the Pre-Development Activities. Pre-Development Activities

shall be performed in accordance with the terms of this Agreement, including the Pre-Development Budget set forth on Exhibit C.

(b) Developer will deliver 30% design plans and specifications to the City (the "30% Plans") for the City's approval. Upon approval of the 30% Plans, Developer will provide an actual budget for the Project (the "Project Budget") based on a Stipulated Sum for delivery of the completed Project to City. Upon the City's acceptance of the Project Budget, the City and the Developer will, in good faith, negotiate the terms and conditions of the Final Agreement. In the event the Final Agreement is not complete and approved by the City within 120 calendar days from the approval of the 30% Plans, the City and Developer will re-evaluate and revise the Project Budget to reflect market changes, if any, in material, labor or other project costs.

(c) Upon the City's approval of the 30% Plans and the Project Budget, the City agrees to make monthly progress payments to Developer for the costs and expenses actually incurred by Developer, commencing on July 18, 2023 (the date the City awarded the Project to Developer), up to the total amount listed in the Pre-Development Budget for the Work Product, but in no event in an amount in excess of $530,760.00. Progress payments shall be made by the City to Developer within thirty (30) days after receipt of Developer's properly submitted request for same accompanied by substantiation of all costs, expenses, fees, charges and other amounts paid for the Pre-Development Activities and Work Product. Upon receipt of reimbursement by the City, Developer shall pay all costs and expenses in the Pre-Development Budget directly to third party consultants not affiliated with Developer, or any of its officers, directors, members or shareholders. Notwithstanding anything to the contrary, the City will have no obligation to enter into the Final Agreement unless the City has obtained acceptable financing or otherwise procured funds necessary to pay for the Project.

(d) In the event this Agreement is terminated by the City pursuant to Section 2.(b) or Section 11(a), and providing such termination occurs prior to the City's approval of the 30% Plans and Project Budget, as further described in Section 4, the City shall not be obligated to pay Developer for any costs and expenses incurred with respect to Pre-Development Activities. In the event this Agreement is terminated for any other reason, the City shall pay Developer the costs and expenses actually incurred by Developer through the date of termination, up to the total amount listed in the Pre-Development Budget, within thirty (30) days after receipt of Developer's properly submitted request for same accompanied by substantiation of all costs, expenses, fees, charges and other amounts paid for the Pre-Development Activities and Work Product.

5. The Additional Projects.

The City and Developer acknowledge that in order to construct the Project, the nearest sanitary sewer line connection will need to be extended approximately 2,600 feet (the "Sewer Line Extension"), and the nearest potable water line connection will need to be extended approximately 700 feet (the "Water Line Extension" and together with the Sewer Line Extension, collectively, the "Utility Extensions"). In addition, the City desires to include the design and construction of certain structural elements within the City Property that will permit the City to construct additional improvements and locate equipment needed to support a fire tower on the City Property (the "Fire Tower"). The City and Developer understand that potential delays in initiating and completing either the Utility Extensions or the Fire Tower may adversely impact Developer's ability to attain

substantial completion of the Project or reach other milestones within the time frames to be established in the Final Agreement. As such, the City has requested Developer to undertake the construction of the Utility Extensions (the "Utility Project"), as well as the Fire Tower (the "Fire Tower Project" and together with the Utility Project, the "Additional Projects"). The City has committed to undertake at its own cost the design of the Utility Project, including the survey, design, permitting, engineering and any other plans or actions necessary to allow for the Developer to construct said Utility Project (the "design"). The City shall pay the full cost for this design separate and apart from this Agreement. The City acknowledges that the failure to have a completed design and all necessary approvals to begin construction by this date will delay completion of the Utility Project which may also delay completion of the Project. Notwithstanding anything contained herein to the contrary, beginning on the Effective Date, any costs incurred by Developer in connection with the Additional Projects shall be reimbursed by the City on a "Cost Plus 6%" basis, and shall include Developer's direct and indirect costs, including overhead. The City agrees to make monthly progress payments to Developer for the costs and expenses actually incurred by Developer commencing from the Effective Date, in accordance with Section 4; providing, however, any payments due Developer shall not be contingent upon City's approval of the 30% Plans, and in the event of termination for any reason, City agrees to pay Developer costs and expenses incurred by Developer for the Additional Projects through the date of termination. To the extent reasonably possible, Developer will obtain approval of the City prior to incurring costs and City will have the right to approval all proposals. City retains the right to cease Developer's work on the Additional Projects at any time and to thereafter assume such duties. Notwithstanding any other provision in this Agreement, the City agrees that if the Design and Permitting of the Utility Extensions are not completed within _180____ days of the Effective Date of this Agreement, and if construction of the Utility Extensions is not completed within _365____ days of the Effective Date of this Agreement, the work timeline and budget for the Project will be adversely affected the Developer shall be entitled to an equitable adjustment to the Budget.

6. Shared Access Easement Agreement.

The Developer's proposal for the Project contemplates the construction of an access road leading to the Project from North Fullers Cross Road in the area generally depicted on Exhibit B, hereto (the "Proposed Entrance Road"). Preliminary due diligence conducted by the City and Developer indicates the City Property is encumbered by a Shared Access Easement Agreement, dated June 15, 2004, and recorded in Official Records Book 07504, Pages 3339 - 3350, in the Public Records of Orange County, Florida (the "Shared Access Agreement"). The Shared Access Agreement imposes certain rights and obligations with respect to the construction of a joint entrance road to serve both the City Property and adjacent parcel. In the event the City determines that the Proposed Entrance Road must be relocated in order to comply with the terms of the Shared Access Agreement, the payment of any costs relating to such relocation, including but not limited to, survey, design, permitting, engineering and construction, shall be the responsibility of the City, and shall not be included in the Projected Budget. Unless otherwise agreed to by the parties, the terms of the Final Agreement shall include equitable adjustments which must be made to the Stipulated Sum or to the substantial completion date and other milestones, to the extent they are impacted by the City's evaluation and implementation of its obligations under the Shared Access Agreement.

7. Certification/Ownership of Work Product. Developer will ensure that all completed Work Product is certified and may be relied upon by the City. All Work Product created by or through Developer shall (as between the Parties) be the exclusive property of Developer unless and until the City has paid for such Work Product. In such event, the City acknowledges that the Work Product is not intended or represented to be suitable for use on the Project unless completed by the Design Professionals. Any use or reuse, or any modification of the Work Project by the City, without written authorization, completion or adaption by the Design Professionals will be at the City's sole risk and without liability or legal exposure to the Design Professionals, or to their respective officers, directors, members, partners, agents, employees, and consultants.

8. Developer-led Approach.

Developer is fully responsible for the selection, coordination, and contractual engagement of the Design Professionals, general contractors, vendors, suppliers and other professional consultants involved in the conduct of the Pre-Development Activities, and making all arrangements with utility, communication, cable and information technology companies and the City with respect to the location of subsurface utility, information technology, communication, and cable installations and other assets, property, equipment, infrastructure and systems necessary to serve the Project.

9. Single Point-of-Contact; Design Plans; Designated Representatives of Each Party.

(a) Coordination. The Parties agree that in order to facilitate efficient communication and information exchange between the Parties relating to the Pre-Development Activities, Developer will be the single point-of-contact and responsible to the City but will actively involve and make available other members of the Developer's team to participate in regularly scheduled planning and progress meetings with City officials, to be held at least monthly through the term of this Agreement. Developer's team will present plans, specifications, schedule and budget reports or updates to the City, apprise the City of progress, and solicit the City's input, feedback, and when appropriate, decisions and/or approvals on material matters pertaining to the conduct of the Pre-Development Activities.

(b) Design Plans and Specifications. Except in the event of a termination, Developer shall provide to the City design plans and specifications that are 30%, 60% and 90% complete. The 30% Plans shall serve as the basis for the design of the Project and shall contain at a minimum, the major design elements, the proposed Project Budget, and project timeline. Any change requested by the City to the design plans following approval of the 30% Plans that increases the Project Budget for the Project shall be the responsibility of the City. Except as otherwise provided in this Agreement, any other change to the 30% Plans that increases the Project Budget for the Project shall be the responsibility of Developer.

(c) Designated Representatives. For clarity of communication and accountability, (i) [_____] will initially serve as the Designated Representative and point-of-contact for the City and (ii) while others on Developer's team will be actively involved in the process, all official communication about material issues related to the Pre-Development Activities shall flow through Developer's Designated Representative Matt Everett. Each Designated Representative will be responsible for the further dissemination of information to their respective interested persons.

10. Compliance.

(a) Licenses. Developer agrees to use and require each of its development team members and other contractors, subcontractors, vendors, consultants and agents to use, only personnel who are qualified and properly trained and who possess any license, permit, registration, certificate or other approval required by any applicable law or any governmental authority to enable such personnel to perform their work, services and activities involving any portion of the Pre-Development Activities.

(b) Laws. Developer specifically agrees that in the performance of the Pre-Development Activities, it shall at all times comply with and cause each of its development team members and other contractors, subcontractors, vendors, consultants and agents to fully comply with all applicable laws, including environmental laws, permits, requirements of governmental authorities, and good industry practice.

11. Default.

(a) If Developer shall materially breach, violate or fail or refuse to timely perform in accordance with the requirements hereof any of the terms, conditions, covenants or agreements made by Developer herein (a "Developer Default"), the City, upon obtaining notice or knowledge thereof, shall give prompt written notice of such Developer Default to Developer, but in any event within ten (10) business days. If, within ten (10) business days after receipt of such notice, Developer has not promptly commenced or proposed for the City consent its recommended course of action to cure such default (and thereafter diligently pursues such cure to completion within the period for the performance and completion of the Pre-Development Activities hereunder), the rights and remedies of the City shall include the right to terminate this Agreement by giving written notice to Developer, whereupon this Agreement shall automatically cease and terminate, subject, however, to the rights and remedies of the City, to recover damages sustained by the City and other available remedies, and the survival of Developer's indemnity and insurance obligations hereunder.

(b) If the City shall materially breach, violate or fail or refuse to timely perform in accordance with the requirements hereof any of the terms, conditions, covenants or agreements made by the City herein (a "City Default"), Developer, upon obtaining notice or knowledge thereof, shall give prompt written notice of such City Default to the City, but in any event within ten (10) business days. If , within ten (10) business days after receipt of such notice, the City has not promptly commenced or proposed for Developer consent its recommended course of action to cure such default (and thereafter diligently pursues such cure to completion within the period for the performance and completion of the Pre-Development Activities hereunder), the rights and remedies of Developer shall include the right to terminate this Agreement by giving written notice to the City, whereupon this Agreement shall automatically cease and terminate. In such event, the City shall pay Developer the costs and expenses actually incurred by Developer through the date of termination, in accordance with Section 4(c) herein.

12. Indemnity. Developer hereby agrees to indemnify, protect, defend and hold harmless the City, its current and future city commissioners, officers, employees, agents,

representatives, successors and assigns (the "City Indemnitees") from and against any and all claims, actions, suits, proceedings, investigations, audits, losses, liabilities, penalties, fines, sanctions, damages, demands, causes of action, costs and expenses including, but not limited to, all reasonable consulting, engineering, reasonable attorneys (in-house and outside counsel) or other professional fees including disbursements (collectively, "Losses"), which City Indemnitees, or any of them, may incur or suffer by reason of the following arising out of relating to or resulting from the following actions in the Developer's conduct of the Pre-Development Activities or the activities of Developer, Developer's team members, contractors or subcontractors on the Project site in connection with the Pre-Development Activities or Developer's breach of this Agreement: (i) bodily injury or death of any natural person; (ii) damage to property of any person or entity; (iii) violations of applicable laws, permits, or requirements of governmental authorities; and (iv) misappropriation, infringement or misuse of intellectual property or industrial property rights of a third party; except to the extent any such Losses were caused primarily by the negligent or willful misconduct or omissions of the City Indemnitees, or any of them. Developer's indemnity obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, penalty or benefits payable by or for Developer under any statutory program or scheme, including without limitation, any workers compensation, disability benefit or other employee benefit acts.

13. Notices. Any notice, demand, request, consent, approval or other communication authorized or required hereunder (excluding day-to-day communication in the administration of this Agreement in the ordinary course) shall be in writing, shall be delivered personally or by national recognized overnight courier and shall be deemed to have been duly given and received upon receipt if delivery is made on a business day during regular business hours, or otherwise on the next business day. Confirmation of delivery of notice by an overnight courier shall be conclusive evidence of receipt of such notice. Notices to a Party shall be addressed to such Party at the addresses provided below, or such other addresses as a Party may from time to time designate by written notice to the other Party:

If to City	Robert D. Frank City Manager 1 North Bluford Avenue Ocoee, Florida 34761 Email rfrank@ocoee.org
With a copy to:	Richard S. Geller City Attorney Fishback Dominick 1947 Lee Road Winter Park, Florida 32789 Email rgeller@fishbacklaw.com
If to Developer	Fortress Secured, LLC 3603 Beachwood Court Jacksonville, Florida 32224 Attn: Matt Everett Email matt@fortresssecured.com
With a copy to:	Nelson Mullins 390 N. Orange Avenue, Ste. 1400 Orlando, FL 32801 Attn: Kate Stangle Email kate.stangle@nelsonmullims.com

14. Insurance Coverage. Developer shall require all Design Professionals performing Pre-Development Activities pursuant to this Agreement to obtain, carry and keep in full force, professional liability insurance covering liability arising out of error, omission, or negligent acts in the performance, or lack thereof, of professional services contemplated under this Agreement in an amount of not less than $1,000,000 per claim / $2,000,000 aggregate; provided Developer's subcontractors who are providing professional design services shall be required to maintain such insurance in an amount of not less than $1,000,000 per claim/$2,000,000 aggregate. If the City requires coverage limits in excess of the amounts stated herein, Developer shall require same, subject to the City's reimbursement for the additional premium costs, if any.

15. On or before the Effective Date, and thereafter during the term hereof, Developer shall provide the City with original, current Certificates of Insurance, and renewal certificates of insurance thereafter, executed by a duly authorized representative of each insurer, or by the insurance agent or broker authorized to do so, as evidence of all insurance policies. Said Certificates of Insurance shall name the Ocoee City Commission as an Additional Insured and Certificate Holder. No insurance policy required hereunder may be canceled, materially revised, or subject to non-renewal without at least thirty (30) calendar days prior written notice being given to the City or, in the event of cancellation for non-payment of premium, ten (10) days prior written notice. Developer shall provide the City with renewal certificates of insurance or binders not less than five (5) business days prior to such expiration. Insurance shall be maintained without lapse in

coverage during the term of this Agreement. The City shall also be given certified copies of Developer's policies of insurance, upon request.

16. Entire Agreement. This Agreement, read in conjunction with the Site Access Agreement, constitutes the entire agreement between the Parties, and may be amended or modified only in writing, executed by each Party. A waiver of enforcement of any obligation or waiver of covenant or the exercise of any right or remedy shall be in writing and signed by the Party to be bound thereby in order to be effective. The provisions of this Agreement are severable and the invalidity of one or more of the other provisions hereof shall not affect the validity or enforceability of any of the provisions hereof. This Agreement is the product of negotiation and neither Party shall be burdened by any presumption on the basis of its involvement in the drafting and preparation of this Agreement.

17. Due Authorization; Binding Agreement. The Parties represent and warrant that the signatories below are duly authorized by the Party each represents to enter into this Agreement, and by their signatures do bind the Parties to the terms of this Agreement.

18. Controlling Law. This Agreement is governed by and will be interpreted and enforced under the laws of the State of Florida. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability City may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

19. Consequential Damages. In no event shall either Party have any liability to the other or its affiliates, contractors or subcontractors on account of any consequential, incidental, indirect, special, punitive or exemplary damages, whether in contract, tort (including negligence and strict liability) or under any other legal or equitable principles whatsoever, or for any loss of profits, opportunity, reputation, financing or revenue.

20. Venue; Waiver of Jury Trial. Any dispute between the Parties arising out of or relating to this Agreement that cannot be resolved between the Designated Representative of the Parties shall be referred to the City Attorney's Office and a duly appointed officer of Developer for the duration of the Term. If the City and Developer cannot reach an agreement resolving the dispute within a reasonable period of time not to exceed thirty (30) days after referral of the dispute to officers of the Parties, the City or Developer shall have the right to schedule mediation before a mediator certified by the Florida Supreme Court. Only after an impasse occurs in mediation may either party pursue litigation. In no event shall the existence of litigation of any controversy or the settlement thereof in and of itself delay the performance of obligations under this Agreement. IN THE EVENT LITIGATION IS PROSECUTED BY ANY PARTY HERETO, CITY AND DEVELOPER AGREE TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW TO WAIVE TRIAL BY JURY. The sole and exclusive venue for resolution of any dispute, claim or controversy arising out of or relating to this Agreement shall be the state courts in Orange County, Florida.

21. Assignment. Developer shall not permit this Agreement or any of its obligations or rights hereunder to be delegated or assigned voluntarily, involuntarily or by operation of law, without the express prior written authorization of the City at its sole and absolute discretion; provided, however, that Developer shall be permitted to assign this agreement in whole to an

affiliate of Developer, so long as Developer is in control of such affiliate and such assignment does not relieve Developer of its financial obligations under this Agreement. No such written authorization, however, shall be construed as discharging or releasing Developer from the performance of the Pre-Development Activities and the fulfillment of other obligations under this Agreement. This Agreement shall inure to the benefit of and bind the Parties and their permitted successors and permitted assigns.

22. Public Records. Any document submitted to the City may be a "public record" as defined by Florida law. Any public record is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

In accordance with §119.0701, Florida Statutes, Developer, when acting on behalf of the City, as provided under §119.011(2), Florida Statues, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the City's custodian of public records, Developer must provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted by law. Additionally, Developer shall provide the public records at a cost that does not exceed the cost provided by law.

Developer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements, including materials exempt from disclosure pursuant to Section 119.071(3)(b)(1), Florida Statutes, are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Developer does not transfer the records to the City. Upon the completion of the Agreement, Developer shall transfer, at no cost, to the City all public records in the possession of Developer and shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology system of the City.

IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, [_____], AT [( ) -], 1 NORTH BLUFORD AVENUE, SUITE [_____] OCOEE, FLORIDA, 34761, EMAIL: [_____].

23. Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one Party, but all of which when taken together shall constitute one and the same instrument. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The City shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Developer with instructions on how to use said method. Delivery of this Agreement or any other

document contemplated hereby bearing a manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives and agree to be bound hereby as of the Effective Date.

CITY OF OCOEE, FLORIDA, a municipal corporation

By: _____

Date: _____

FORTRESS SECURED, LLC

By:_____

Date:_____

Exhibit A

Scope of Pre-Development Activities

The following are the site-specific environmental and engineering due diligence evaluations and architectural design and engineering activities to be performed by Developer in accordance with the terms of this Agreement.

1. Environmental Site Assessment

2. Geotechnical Report

3. Survey

4. Civil Engineering

6. Design Architect

7. Schematic ASMEP

8. Design Development ASMEP

Exhibit B

Proposed Entrance Road Location



Exhibit C

Pre-Development Activity Anticipated Budget

Ocoee Police Training Facility - Soft Costs 11/29/2023		
00 - Procurement and Contracting Requirements		
00-3146	Permits	NIC
00-6113	Performance and Payment Bond	NIC
00-9500	Architecture and Engineering, Fees	
00-9504	*Civil Engineering-Schematic Design*	$ 9,373
00-9505	*Civil Engineering-Const Docs & Approval*	$ 82,939
00-9506	*Architecture-Schematic Design*	$ 18,745
00-9507	*Architecture-Const Docs & Approval*	$ 234,319
00-9508	*Landscape Architecture*	$ 33,545
00-9509	*Structural Engineering*	$ 23,432
00-9510	*Mechanical Engineering*	$ 84,355
00-9511	*Electrical Engineering*	Inc in Mech
00-9512	*Fire Protection Engineering*	Inc in Mech
00-9513	*Plumbing Engineering*	Inc in Mech
00-9514	*Legal Fees*	$ -
00-9515	*Building Review Fees*	$ -
00-9516	*Site Review Fees*	$ -
00-9517	*Endangered Species/Wetlands*	$ 6,561
02 - Existing Conditions		
02-2120	*Surveys*	$ 16,871
02-2219	*Traffic Assessment*	NIC
02-2400	*Environmental Assessment*	$ 7,498
02-3200	*Geotechnical Investigation*	$ 13,122
		$ 530,760

STAFF REPORT

Meeting Date: March 5, 2024
Item #: 6

Contact Name: Michael Rumer
Contact Number: Ext. 1018

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Approval for the Proposed Development of a Master Plan for Lake Apopka Nature Park. (Development Services Director Rumer)

Background Summary:

In 2003, the Ocoee Crown Point PUD which is located in Commission District 1, was created, and as a part of the agreement (see Declaration of Conditions of Approval (Ocoee Crown Point PUD)), land was set aside for a "Waterfront Village" on the eastern shore of Lake Apopka (Tract 1 Waterfront Village). In 2016, Mattamy Homes signed an agreement with the City (see Declaration of Restrictive Covenant, Easements, and Cost Sharing Agreement) and contributed $250,000 towards the costs for a "lakefront community amenity" which would be constructed, owned, and operated by the City. Per the agreement with Mattamy Homes, these funds are available for the planning, engineering, design services, and construction costs associated with the amenity. City staff has contacted Kimley-Horn for their design services, and they have submitted a proposal for the City of Ocoee Lake Apopka Nature Park Master Plan (see 2024-0220 City of Ocoee - Lake Apopka Nature Park Master Plan Proposal). Parks and Recreation and Development Services have worked jointly on guiding Kimley-Horn in developing this proposal and will continue to work in conjunction throughout the development process.

Staff is requesting authorization to move forward with the purchase order for the Preliminary Master Plan which is the first step to a full design and engineering for the park. The Preliminary Master Plan will enable staff to receive an estimated price to construct the park and then to move forward with securing an engineer to create construction documents. Finally, the park would go out to bid for the construction. All of the above steps will be brought forward for approval by the City Commission.

Issue:

Should the Honorable Mayor and City Commissioners approve the proposal submitted by Kimley-Horn and Associates, Inc. for the development of a Master Plan for the Lake Apopka Nature Park?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the proposal submitted by Kimley-Horn and Associates, Inc. for the development of a Master Plan for the Lake Apopka Nature Park.

Attachments:

1. 2024-0220 City of Ocoee - Lake Apopka Nature Park Master Plan Proposal
2. Declaration of Conditions of Approval (Ocoee Crown Point PUD 2003)
3. Declaration of Restrictive Covenant, Easements and Cost Sharing Agreement (Mattamy Orlando 2016)

4. Amended PUD Sheet C005

Financial Impacts:
The Scope of Services is split into (2) phases, with Phase 1 being the design and development of the Master Plan and Phase 2 being the creation of construction documents and permitting. Payment for the Master Plan will come from the $250,000 contributed by Mattamy Homes towards a future lakeside park (GL Code 106-223006). The cost for Phase 1 is $58,000, and the cost for Phase 2 and the funding for the construction of the park will make use of the remaining $192,000 from the Mattamy Homes contribution, with the unfunded balance to be funded by the City Commission in future Capital Improvement Programs. Funding from the Recreation Impact fee Account can be applied for the construction of the park as it will facilitate an increase in the adopted Level of Service for Parks, Open Space, and Recreation, which is four (4) acres per 1,000 population served.

Type of Item: Consent

Kimley»Horn

February 20, 2024

Ginger Corless, AICP, CPRP
Deputy Development Services Director & CRA Administrator
City of Ocoee
1 North Bluford Avenue
Ocoee, FL 34761

Re: City of Ocoee – RFQ 21-006 Continuing Landscape Architecture / Planning
Lake Apopka Nature Park
Ocoee, Florida

Dear Ms. Corless:

Kimley-Horn and Associates, Inc. , ("Kimley-Horn" or "the Consultant") is pleased to submit this Scope and Fee Proposal for professional design services to the City of Ocoee ("City" or "the Client") for the City of Ocoee Lake Apopka Nature Park Master Plan ("Plan", "Nature Park", or "the Project") of the city owned parcel located per Orange County Property Appraiser parcel #: 01-22-27-0000-00-012. The work will be performed under **RFQ 21-006 Continuing Landscape Architecture / Planning** contract dated July 20, 2021. Our project understanding, scope of services, and fees are described below.

PROJECT UNDERSTANDING

It is our understanding that the City desires to develop a Master Plan for the Lake Apopka Nature Park on the parcel listed above. The scope included in this proposal is provided in Phased Tasks, with Phase 1 Tasks providing services to develop a Master Plan to be approved by the city. As the scope of work for construction documents and permitting of the approved Plan has yet to be determined, future Phase 2 Tasks for construction and permitting documents will be further defined and developed based on the approved Plan.

Based on discussions to date with the city, Kimley-Horn is prepared to proceed with planning the Master Plan based on the following:

SCOPE OF SERVICES

PHASE 1 TASKS:

TASK 1 - PROJECT MANAGEMENT, MEETINGS AND COORDINATION

In this task, Kimley-Horn will provide a project manager and staff to administer the professional services described in this scope and coordinate with the City's Project Manager. As part of this task, Kimley-Horn will:

A. Provide scheduling, status reports, budgeting, invoicing, and quality assurance
B. Facilitate one (1) Kick-off meeting with Client and design team
C. Facilitate monthly progress meetings via conference call / online meeting

D. Facilitate up to four (4) additional conference calls / online meetings as required
E. Prepare for and facilitate a design workshop with City staff
F. Assist staff in making one presentation to the Recreation Advisory Board and one presentation to the City Commission

Task 1 Deliverables:

PDF documentation of the following:

- Status reports, meeting minutes, schedule/schedule updates

TASK 2 – DATA COLLECTION / SITE ANALYSIS

In this task, Kimley-Horn will collect and analyze data associated with the site and surrounding areas to assist in the evaluation of opportunities and constraints related to the development of the proposed Park. As part of this task, Kimley-Horn will:

A. Prepare project base maps utilizing Client provided survey, aerial imagery, and Lidar information (as available)
B. Review history of the site
C. Facilitate onsite review of existing conditions with project team and Ocoee staff
D. Provide photo documentation of existing conditions
E. Prepare an onsite tree observation review (based on aerial imagery analysis)

Task 2 Deliverables:

PDF package containing:

- Summary of materials produced for items above

TASK 3 – CITY PROJECT TEAM DESIGN WORKSHOP

This task consists of the preparation for and facilitation of a design workshop with Ocoee staff (Development Services, Parks and Recreation, Public Works, Police, and Utilities). The goal of this meeting will be to get the City's input on site opportunities and constraints, desired features, amenities, and priorities for park programming. As part of this task, Kimley-Horn will:

A. Develop content for design workshop with City staff including:
    1. Project aerial
    2. Existing conditions photos
    3. Design imagery of relevant features. Features may include:
        i. Programmatic activities
            1. Canoe/kayak launch
            2. Boardwalk
            3. Pavilions/structures
            4. Active/passive recreation opportunities
                a. Nature trails with educational component
                b. Playground opportunities
                c. Fitness / wellness opportunities
                d. Other/TBD
            5. Parking

ii. Stormwater strategy – site specific /regional BMP
iii. Enhanced hardscape features
iv. Enhanced landscape features
v. Site furnishings
vi. Lighting

Task 3 Deliverables:

PDF package containing:

- Summary of materials presented at workshop
- Summary of City staff input

TASK 4 – NATURE PARK MASTER PLAN DEVELOPMENT

Kimley-Horn will provide design services for the preparation of a Nature Park Master Plan. The Nature Park design will be based upon the information gathered and the comments / input received in Tasks 2 and 3. As part of this task, Kimley-Horn will:

Task 4.A – Preliminary Nature Park Master Plan

A. Develop a Preliminary Nature Park Master Plan, identifying proposed park features, program elements, buildings (as appropriate), spatial relationships between different uses, and areas for improvement. The Plan will identify proposed access, pedestrian circulation and connectivity, parking, landscape enhancements, vehicular circulation, proposed buildings, shade structures, and park features.
B. Meet with the City staff via online meeting to review the Plan and obtain feedback and comments. Kimley-Horn will update the Plan based on City input prior to a presentation to the City Commission and Parks and Recreation Advisory Board.
C. Prepare a summary of comments received during the review meetings / design workshops

Task 4.A Deliverables:

PDF package containing:

- One (1) Preliminary Nature Park Master Plan in PDF format
- Design imagery boards in PDF format
- Summary of comments from review meeting

Task 4.B – Draft Final Nature Park Master Plan

Kimley-Horn will prepare a Draft Nature Park Master Plan based on comments received in Task 4.A and the design workshop. As part of this task, Kimley-Horn will:

A. Prepare one (1) Draft Final Nature Park Master Plan incorporating comments received from the City on the Plan Alternative during Task 4.A.
B. Prepare one (1) section-elevations to demonstrate design intent
C. Prepare an Opinion of Probable Construction Cost (OPCC) for the Draft Nature Park Master Plan. Because Kimley-Horn does not control the cost of labor, materials, equipment or

services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

D. The OPCC will include estimated costs for elements proposed in the Draft Master Plan and is anticipated to include:
    1. Proposed park features
    2. Architectural elements
    3. Landscape and irrigation improvements
    4. Utility improvements
    5. Site improvements and infrastructure (parking, stormwater, electrical, etc.)
    6. Permitting and design fees
E. Present the draft final park plan to the City Commission and Park and Recreation Advisory Board
F. Update the Draft Nature Park Master Plan based on City input
G. Prepare a summary of Task 4.B Draft Nature Park Master Plan, section-elevations, and OPCC comments received

Task 4.B Deliverables:

PDF package containing:

- Draft Nature Park Master Plan in PDF format
- One (1) section-elevations of the Nature Park Master Plan
- OPCC in PDF format
- Summary of comments from review meeting

Task 4.C – Final Nature Park Master Plan

Kimley-Horn will prepare a Final Nature Park Master Plan based on comments received in Task 4.B. As part of this task, Kimley-Horn will:

A. Prepare one (1) updated, Final Nature Park Master Plan incorporating comments received from the City and City Commission and Parks and Recreation Advisory Board
B. Update the plan and section-elevations illustrating proposed park features and building elements as previously prepared to reflect the Final Nature Park Master Plan
C. Update the Opinion of Probable Construction Cost (OPCC) based on the Final Nature Park Master Plan.
D. Submit the Final Nature Park Master Plan to City for approval at an in-person meeting
E. Prepare a summary of Grant and Funding opportunities
F. Prepare a summary document of the Nature Park Plan development process including summaries of City input, Nature Park Plan options, and final recommendations.

Task 4.C Deliverables:

PDF package containing:

- Final Nature Park Master Plan in PDF format.
- OPCC in PDF format
- Summary of Task 4 Final Nature Park Master Plan, section-elevations, and OPCC
- Nature Park Master Plan Summary Document

PHASE 2 TASKS:

Phase 2 scope of services to be finalized after approval of the Final Lake Apopka Nature Park Master Plan and prepared as an amendment to the purchase order.

Construction Document and Permitting scope and fee for site civil, landscape architecture and architecture is to be determined based upon the final approved Nature Park Master Plan in coordination with available funding and direction from the Client. As the scope for implementation will not be clear until the completion of the above Tasks 1-4, the final scope and fee for Phase 2 construction documents / permitting shall be negotiated with the Client at a later date.

SERVICES NOT INCLUDED

Any other services, including but not limited to the following, are not included in this Agreement.

1. Biological / environmental consulting services
2. Additional survey work
3. Tree survey
4. Civil engineering
5. Geotechnical services
6. Mechanical, Electrical and Plumbing (MEP) design and engineering.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed for an additional fee upon written authorization from Client. Additional services we can provide include the following:

1. Topographical survey or Survey location of underground utilities (SUE)
2. Pre-application meeting with the Water Management District
3. Architectural, engineering, or landscape architectural, services beyond those specifically outlined in the tasks above.
4. Preparation of grant applications.
5. Preparation of permit applications and/or permit expediting.
6. Traffic studies or analysis.

7. Services required by additional governmental regulations, which might be put into effect after the date of this agreement.
8. Construction document preparation or administration
9. Natural Resource Assessment or Environmental Review
10. Additional meetings beyond those indicated in above scope.
11. Preliminary natural resources assessment
12. Preliminary water quality assessment

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

1. Access to Property
2. Environmental reports
3. All application/permit fee, if applicable
4. Surveys, Boundary and Topographic Survey in AutoCAD and PDF format (if available)
5. Tree survey, horizontally controlled with COGO electronic data points (if available)
6. Copies of all available information, studies, and reports pertinent to services for the project.
7. Existing base files and as-builts for project area, as available

FEE AND BILLING

Kimley-Horn will perform the services described in Task 1-4 in the Scope of Services for the lump sum fees listed below. Fees for optional tasks identified in the above scope of services are listed separately. Individual task amounts are for informational purposes only.

PHASE 1 TASK FEES

TASK	DESCRIPTION	FEE
1	PROJECT MANAGEMENT, MEETINGS AND COORDINATION	$8,500
2	DATA COLLECTION / SITE ANALYSIS	$11,000
3	CITY PROJECT TEAM DESIGN WORKSHOP	$12,000
4	NATURE PARK MASTER PLAN DEVELOPMENT	$26,500
	TOTAL	$58,000

PHASE 2 TASK FEES – CONSTRUCTION DOCUMENTS / PERMITTING

TASK	DESCRIPTION	FEE
TBD	CONSTRUCTION DOCUMENTS / PERMITTING	TBD

Scope and fee for Phase 2 will be finalized upon completion of Tasks 1-4 once a better understanding of scope for these tasks has been established.

An amount has been included in the lump sum to cover certain reimbursable expenses such as in-house duplicating, plotting and printing, local mileage, telephone calls, facsimiles, postage, and word processing computer time. All permitting, application, and similar project fees will be paid directly by the Client.

All other terms of the original contract remain in effect. Please execute one copy of this Agreement and return to our office for further processing.

SCHEDULE

We will provide our services as expeditiously as practicable based on a mutually agreed upon schedule.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Scott Mingonet, PLA, AICP
Sr.VP/Principal



Matthew Franko, PLA
Project Manager

Agreed to this _____ of _____, 2024

CITY OF OCOEE

By: _____

_____
Please Print/Type Name and Title

_____
Email Address

Attest: _____

_____
Please Print/Type Name and Title

INSTR 20030566757
OR BK 07127 PG 4804
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
09/30/2003 11:53:44 AM
REC FEE 154.50

For Recording Purposes Only

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

PREPARED BY:

Scott A. Cookson, Esq.
FOLEY & LARDNER
111 North Orange Avenue, Suite 1800
Post Office Box 2193
Orlando, FL 32802-2193
(407) 423-7656

RETURN TO:

Jean Grafton, City Clerk
CITY OF OCOEE
150 N. Lakeshore Drive
Ocoee, FL 34761
(407) 905-3100

DECLARATION OF CONDITIONS OF APPROVAL
(OCOEE CROWN POINT PUD)

THIS DECLARATION OF CONDITIONS OF APPROVAL (this "Declaration") is made as of the 16TH day of SEPTEMBER, 2003 by the **CITY OF OCOEE**, a Florida municipal corporation, whose mailing address is 150 North Lakeshore Drive, Ocoee, Florida 34761, Attention: City Manager (hereinafter referred to as the "City") and **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a body corporate existing under the Constitution and laws of the State of Florida whose mailing address is 445 West Amelia Street, Orlando, Florida 32801 (the "School Board") (the School Board and the City hereinafter referred to collectively as the "Owner").

WITNESSETH:

WHEREAS, the City owns fee simple title to certain lands located in Orange County, Florida, and within the corporate limits of the City of Ocoee, Florida, said lands being more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (hereinafter referred to as the "City Property"); and

WHEREAS, the School Board owns fee simple title to certain lands located in Orange County, Florida, and within the corporate limits of the City of Ocoee, Florida, said lands being more particularly described in **Exhibit "B"** attached hereto and by this reference made a part hereof (hereinafter referred to as the "School Board Property"); and

WHEREAS, the School Board Property and the City Property shall hereinafter be referred to collectively as the "Property"; and

WHEREAS, pursuant to the petition of the Owner, on September 16, 2003 the Ocoee City Commission approved Ordinance No. 2003-34 rezoning the Property as "PUD" under the Ocoee Land Development Code; and

WHEREAS, the provisions of Section 4-5B(5) of Article IV of the Ocoee Land Development Code requires that in connection with the approval of each Land Use Plan in the City of Ocoee that a development agreement be recorded which incorporates by reference the PUD Land Use Plan and the conditions of approval by reference; and

WHEREAS, the City desires to execute this Declaration in lieu of a development agreement in order to fully comply with the provisions of the Ocoee Land Development Code.

NOW, THEREFORE, in consideration of the benefits accruing to the Property, the City hereby submits and subjects the Property to the terms of this Declaration.

Section 1. Recitals. The above recitals are true and correct and incorporated herein by this reference.

Section 2. Development of the Property.

a. The Owner hereby agrees to develop the Property in accordance with that certain Ocoee Crown Point PUD Land Use Plan prepared by Vanasse Hangen Brustlin, Inc. and Canin Associates, Inc., date stamped as received by the City of Ocoee on August 6, 2003, as the same may be modified and approved by the City Commission (hereinafter referred to as the "Land Use Plan"). The Land Use Plan is hereby incorporated herein by reference as if fully set forth herein.

b. The Owner hereby agrees that the Property shall be developed in accordance with and is made subject to those certain Conditions of Approval attached hereto as **Exhibit "C"** and by this reference made a part hereof (the "Conditions of Approval"). The Owner further agrees to comply with all of the terms and provisions of the Conditions of Approval. The Conditions of Approval attached hereto as **Exhibit "C"** are the same as the Conditions of Approval set forth in the Land Use Plan.

c. Except as otherwise expressly set forth in this Declaration and the Land Use Plan it is agreed that (1) the Owner shall comply with the zoning and subdivision regulations of the City of Ocoee as set forth in the Ocoee Land Development Code, as it may from time to time be amended, and (2) all preliminary subdivision plans, final subdivision plans, and final site plans for the Property or any portion thereof shall conform to the Ocoee Land Development Code requirements in effect at the time of approval of any such plans. In the event of any conflict between the provisions of the Ocoee Land Development Code, as it may from time to time be amended, and this Declaration, it is agreed that the provisions of this Declaration shall control.

Section 3. Covenant Running with the Land. This Declaration shall run with the Property and inure to and be for the benefit of all owners, tenants, licensees, lessees and other occupants of the Property and shall inure to the benefit of the Owner and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Property or any portion thereof.

Section 4. Amendment. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment; provided, however, that any amendment hereto shall require the joinder of the City in its governmental capacity without regard to whether or not the City owns any portion of the Property. In the event of any amendment or change to the Land Use Plan and/or the Conditions of Approval, this Declaration shall be amended so as to be consistent with the amendment or changed Land Use Plan and Conditions of Approval. In the event the owner of a portion of the Property applies for and obtains from the City a change in the Land Use Plan or the Conditions of Approval as they relate to a tract or parcel of land owned by such owner, then the City and such owner may amend this Declaration without the joinder or consent of any other owner of land within the Property so as to conform this Declaration to the approved change in the Land Use Plan and Conditions of Approval.

Section 5. Applicable Law. This Declaration and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

Section 6. Time of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Declaration.

Section 7. Captions. Captions of the Sections and Subsections of this Declaration are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Declaration.

Section 8. Severability. If any sentence, phrase, paragraph, provision, or portion of this Declaration 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 hereof.

Section 9. Effective Date. The Effective Date of this Declaration shall be as of the day and year first above written.

IN WITNESS WHEREOF, the City and School Board, acting by and through their duly authorized officers, have caused this Declaration to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Brenda Howell

Print Name: BRENDA MAXWELL

Melanie S Sibbitt

Print Name: Melanie S. Sibbitt

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA. Approved as to form and legality this 29th day of August, 2003.

FOLEY & LARDNER

By: _____
Assistant City Attorney

CITY:

CITY OF OCOEE, FLORIDA

By: _____
S. Scott Vandergrift, Mayor

Attest: _____
Jean Grafton, City Clerk

(SEAL)

APPROVED BY THE OCOEE CITY COMMISSION AT A MEETING HELD ON September 16th, **2003 UNDER AGENDA ITEM NO.** VI A 2.

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 **S. SCOTT VANDERGRIFT** and **JEAN GRAFTON**, 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 County and State last aforesaid this 2 day of September, 2003.

BRENDA MAXWELL
MY COMMISSION # CC 899257
EXPIRES: January 3, 2004
Bonded Thru Notary Public Underwriters

Brenda Maxwell
Signature of Notary

BRENDA MAXWELL
Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal):_____
My Commission Expires (if not legible on seal): _____

SCHOOL BOARD:

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate existing under the Constitution and laws of the State of Florida

Attest: Ronald Blocker
Printed Name: Ronald Blocker
As Its: Superintendent

By: Judge "Rick" Roach
Printed Name: Judge Rick Roach
Title: Chairman

Date: 8-29-03

APPROVED AS TO FORM AND LEGALITY on the 27 day of AUGUST, 2003
For the use and reliance of The School Board of Orange County, Florida
MARCHENA AND GRAHAM, P.A. Counsel

By: Marcos R. Marchena
Marcos R. Marchena

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledge before me this 29 day of August, 2003, by Judge Rick Roach, and attested to by Ronald Blocker of **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA,** a body corporate existing under the Constitution and laws of the State of Florida, who ☒ are personally known to me, or who ☒ produced ——— as identification.

Dinorah Pereira
Notary Public

My commission expires:

Dinorah Pereira
My Commission DD006118
Expires March 04, 2005

EXHIBIT "A"

THE CITY PROPERTY

PARCEL 1

A PARCEL OF LAND LOCATED IN SECTION 1, T22S, R27E, AND THE SW 1/4, SECTION 6,T22S, R28E, ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE S89°41'40"W ALONG THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION 1, A DISTANCE OF 840.91 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF THE WEST ORANGE TRAIL (50.00-FOOT RIGHT OF WAY) SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION 6, S89°41'40"W A DISTANCE OF 116.69 FEET TO A POINT; THENCE LEAVING THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION 1, N0°00'00"W, A DISTANCE OF 907.50 FEET TO A POINT; THENCE S89°02'46"W, A DISTANCE OF 1200.16 FEET TO A POINT; THENCE N0°00'00"E, A DISTANCE OF 16.00 FEET TO A POINT; THENCE S89°46'15"W, A DISTANCE OF 3099.87 FEET TO A POINT ON THE WEST LINE OF THE SW 1/4 OF SAID SECTION 1; THENCE N0°00'00"W, ALONG THE WEST LINE OF THE SW 1/4 OF SAID SECTION 1, A DISTANCE OF 44.18 FEET TO A POINT ON THE WATER'S EDGE OF LAKE APOPKA AS LOCATED ON AUGUST 15, 2000; THENCE LEAVING THE WEST LINE OF THE SW 1/4 OF SAID SECTION 1, NORTHEASTERLY ALONG THE WATER'S EDGE OF SAID LAKE APOPKA, A DISTANCE OF 4841 FEET MORE OR LESS TO A POINT ON THE NORTH LINE OF GOVERNMENT LOT 2 OF SAID SECTION 1, SAID POINT BEING N50°11'49"E, 4736.34 FEET FROM THE AFOREMENTIONED POINT; THENCE LEAVING THE WATER'S EDGE OF SAID LAKE APOPKA, N89°55'25"E ALONG THE NORTH LINE OF GOVERNMENT LOT 2, SAID SECTION 1, A DISTANCE OF 470.29 FEET TO A POINT ON THE CENTERLINE OF STATEN BRANCH AS LOCATED ON APRIL 15, 2000; THENCE SOUTHEASTERLY AND EASTERLY ALONG THE CENTERLINE OF SAID STATEN BRANCH, A DISTANCE OF 3847 FEET MORE OR LESS TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OCOEE APOPKA ROAD (ALSO KNOWN AS COUNTY ROAD 437, 120.00-FOOT RIGHT OF WAY), SAID POINT BEING S58°34'44"E, A DISTANCE OF 3448.21 FEET FROM THE AFOREMENTIONED POINT; THENCE LEAVING THE CENTERLINE OF SAID STATEN BRANCH, SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, BEING ALSO ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID OCOEE APOPKA ROAD, AN ARC DISTANCE OF 472.52 FEET (SAID CURVE HAVING A RADIUS OF 3251.83 FEET, A DELTA ANGLE OF 11°30'42", AND A CHORD BEARING AND DISTANCE OF S10°26'53"W, 471.73 FEET) TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF THE WEST ORANGE TRAIL (VARIABLE RIGHT OF WAY); THENCE LEAVING THE WESTERLY RIGHT OF WAY LINE OF SAID OCOEE APOPKA

ROAD, S73°31'19"W ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID WEST ORANGE TRAIL, A DISTANCE OF 859.11 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID WEST ORANGE TRAIL, SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, AN ARC DISTANCE OF 720.55 FEET (SAID CURVE HAVING A RADIUS OF 1443.90 FEET, A DELTA ANGLE OF 28°35'33", AND A CHORD BEARING AND DISTANCE OF S59°13'32"W, 713.10 FEET) TO A POINT; THENCE CONTINUING ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID WEST ORANGE TRAIL, S44°55'46"W, A DISTANCE OF 392.91 FEET TO A POINT ON THE WEST LINE OF THE SW 1/4 OF SAID SECTION 6; THENCE CONTINUING ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID WEST ORANGE TRAIL, N0°20'26"W ALONG THE WEST LINE OF THE SW 1/4 OF SAID SECTION 6, A DISTANCE OF 18.98 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID WEST ORANGE TRAIL, LEAVING THE WEST LINE OF THE SW 1/4 OF SAID SECTION 6, S44°55'46"W, A DISTANCE OF 1183.66 FEET TO THE POINT OF BEGINNING.

PARCEL 2

A PARCEL OF LAND LOCATED IN THE SE 1/4, SECTION 1, T22S, R27E, AND THE SW 1/4, SECTION 6, T22S, R28E, ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE S89°41'40"W ALONG THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION 1, A DISTANCE OF 769.91 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE WEST ORANGE TRAIL (50.00 FOOT RIGHT OF WAY); THENCE LEAVING THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION 1, N44°55'46"E ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID WEST ORANGE TRAIL, A DISTANCE OF 1083.72 FEET TO A POINT ON THE EAST LINE OF THE SE 1/4 OF SAID SECTION 1; THENCE CONTINUING ALONG THE SOUTHEASTERLY RIGHT OF LINE OF SAID WEST ORANGE TRAIL BEING ALSO ALONG THE EAST LINE OF THE SE 1/4 OF SAID SECTION 1, S0°20'26"E, A DISTANCE OF 3.50 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE WEST ORANGE TRAIL (39.00 FOOT RIGHT OF WAY); THENCE LEAVING THE EAST LINE OF THE SE 1/4 OF SAID SECTION 1. N44°55'46"E ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID WEST ORANGE TRAIL, A DISTANCE OF 431.54 FEET TO A POINT; THENCE CONTINUING ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID WEST ORANGE TRAIL, NORTHEASTERLY ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 701.09 FEET (SAID CURVE HAVING A RADIUS OF 1404.90 FEET, A DELTA ANGLE OF 28°35'33", AND A CHORD BEARING AND DISTANCE OF N59°13'33"E, 693.84 FEET) TO A POINT; THENCE CONTINUING ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID WEST ORANGE TRAIL, N73°31'19"E, A DISTANCE OF 844.41 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OCOEE APOPKA ROAD(ALSO KNOWN AS COUNTY ROAD 437, 120.00 FOOT RIGHT OF WAY); THENCE LEAVING THE SOUTHEASTERLY RIGHT OF

WAY LINE OF SAID WEST ORANGE TRAIL, SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT, BEING ALSO ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID OCOEE APOPKA ROAD, AN ARC DISTANCE OF 357.24 FEET (SAID CURVE HAVING A RADIUS OF 2351.83 FEET, A DELTA ANGLE OF 8°42'12" AND A CHORD BEARING AND DISTANCE OF S0°40'29"E, 356.90 FEET) TO A POINT; THENCE CONTINUING ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID OCOEE APOPKA ROAD, N84°58'24"E, A DISTANCE OF 10.01 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OCOEE APOPKA ROAD (100.00 FOOT RIGHT OF WAY); THENCE CONTINUING ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID OCOEE APOPKA ROAD, SOUTHEASTERLY ALONG A NONTANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 26.95 FEET (SAID CURVE HAVING A RADIUS OF 2341.83 FEET, A DELTA ANGLE OF 0°39'34", AND A CHORD BEARING AND DISTANCE OF S5°21'23"E, 26.95 FEET) TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF THE WESTERN BELTWAY (ALSO KNOWN AS STATE ROAD 429, 400.00 FOOT RIGHT OF WAY); THENCE LEAVING THE WESTERLY RIGHT OF WAY LINE OF SAID OCOEE APOPKA ROAD, SOUTHWESTERLY, ALONG A NON-TANGENT CURVE TO THE LEFT, BEING ALSO ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID WESTERN BELTWAY, AN ARC DISTANCE OF 1653.68 FEET (SAID CURVE HAVING A RADIUS OF 3064.79 FEET, A DELTA ANGLE OF 30°54'55", AND A CHORD BEARING AND DISTANCE OF S44°24'26"W,1633.69 FEET)TO A POINT ON THE SOUTH LINE OF THE SW 1/4 OF SAID SECTION 6; THENCE LEAVING THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID WESTERN BELTWAY, S89°43'59"W ALONG THE SOUTH LINE OF THE SW 1/4 OF SAID SECTION 6,A DISTANCE OF 590.30 FEET TO THE POINT OF BEGINNING.

PARCEL 3

A PARCEL OF LAND LOCATED IN THE SOUTHWEST ¼, SECTION 6, T22S, R28E, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE N89°43'59"E ALONG THE SOUTH LINE OF THE SW ¼ OF SAID SECTION 6, 2668.19 FEET TO THE SOUTHEAST CORNER OF THE SW ¼ OF SAID SECTION 6; THENCE LEAVING THE SOUTH OF THE SW ¼ OF SAID SECTION 6, N0°48'23"W ALONG THE EAST LINE OF THE SW ¼ OF SAID SECTION 6, A DISTANCE OF 1646.31 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF THE WESTERN BELTWAY (ALSO KNOWN AS STATE ROAD 429, 415.00 FOOT RIGHT OF WAY), SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE LEAVING THE EAST LINE OF THE SW ¼ OF SAID SECTION 6, S67°05'10"W ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID WESTERN BELTWAY, 308.38 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID WESTERN BELTWAY; THENCE CONTINUING ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID WESTERN BELTWAY, S22°56'24"E,

A DISTANCE OF 49.99 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF THE WESTERN BELTWAY (365.00 FOOT RIGHT OF WAY); THENCE CONTINUING ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID WESTERN BELTWAY, S67°05'10"W, A DISTANCE OF 380.98 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID WESTERN BELTWAY; THENCE CONTINUING ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID WESTERN BELTWAY, S64°33'07"W, A DISTANCE OF 271.00 FEET TO POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID WESTERN BELTWAY; THENCE CONTINUING ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID WESTERN BELTWAY, SOUTHWESTERLY ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 3.17 FEET (SAID CURVE HAVING A RADIUS OF 3064.79 FEET, A DELTA ANGLE OF 0°03'33" AND A CHORD BEARING AND DISTANCE OF S61°59'18"W, 3.17 FEET) TO A POINT ON THE EASTERN RIGHT OF WAY LINE OF OCOEE APOPKA ROAD (ALSO KNOWN AS COUNTY ROAD 437, 100.00 FOOT RIGHT OF WAY); THENCE LEAVING THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID WESTERN BELTWAY, N5°41'31"W ALONG THE EASTERN RIGHT OF WAY LINE OF SAID OCOEE APOPKA ROAD, A DISTANCE OF 60.85 FEET TO A POINT ON THE EASTERN RIGHT OF WAY LINE OF SAID OCOEE APOPKA ROAD; THENCE CONTINUING ALONG THE EASTERN RIGHT OF WAY LINE OF SAID OCOEE APOPKA ROAD NORTHWESTERLY ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 25.80 FEET (SAID CURVE HAVING A RADIUS OF 2241.83 FEET, A DELTA ANGLE OF 0°39'34" AND A CHORD BEARING AND DISTANCE OF N5°21'23"W, 25.80 FEET) TO A POINT ON THE EASTERN RIGHT OF WAY LINE OF SAID OCOEE APOPKA ROAD; THENCE CONTINUING ALONG THE EASTERN RIGHT OF WAY LINE OF SAID OCOEE APOPKA ROAD, N84°58'24"E, A DISTANCE OF 10.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF OCOEE APOPKA ROAD (120-FOOT RIGHT OF WAY); THENCE CONTINUING ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID OCOEE APOPKA ROAD, NORTHWESTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 329.95 FEET (SAID CURVE HAVING A RADIUS OF 2231.83 FEET, A DELTA ANGLE OF 8°28'14", AND A CHORD BEARING AND DISTANCE OF N0°47'29"W, 329.65 FEET) TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE WEST ORANGE TRAIL (VARIABLE RIGHT OF WAY); THENCE LEAVING THE EASTERLY RIGHT OF WAY LINE OF SAID OCOEE APOPKA ROAD, N73°31'45"E ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID WEST ORANGE TRAIL, A DISTANCE OF 906.62 FEET TO A POINT ON THE EAST LINE OF THE SW ¼ OF SAID SECTION 6; THENCE LEAVING THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID WEST ORANGE TRAIL, S0°48'23"W ALONG THE EAST LINE OF THE SW ¼ OF SAID SECTION 6, A DISTANCE OF 241.43 FEET TO THE POINT OF BEGINNING.

PARCEL 4

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 6, T22S, R28E, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE N89°43'59"E ALONG THE SOUTH LINE OF THE SW 1/4 OF SAID SECTION 6, 2668.19 FEET TO THE SOUTHEAST CORNER OF THE SW 1/4 OF SAID SECTION 6; THENCE LEAVING THE SOUTH OF THE SW 1/4 OF SAID SECTION 6, N0°48'23"W ALONG THE EAST LINE OF THE SW 1/4 OF SAID SECTION 6, A DISTANCE OF 30.01 FEET TO THE POINT OF BEGINNING;
THENCE LEAVING THE EAST LINE OF THE SW 1/4 OF SAID SECTION 6, S89°43'59"W ALONG THE NORTHERLY RIGHT OF WAY LINE OF FULLERS CROSS ROAD, A DISTANCE OF 742.01 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF OCOEE APOPKA ROAD (ALSO KNOWN AS COUNTY ROAD 437, 60.00-FOOT RIGHT OF WAY); THENCE LEAVING THE NORTHERLY RIGHT OF WAY LINE OF SAID FULLERS CROSS ROAD, N5°41'10"W ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID OCOEE APOPKA ROAD, 782.14 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE WESTERN BELTWAY (ALSO KNOWN AS STATE ROAD 429, 365.00-FOOT RIGHT OF WAY); THENCE LEAVING THE EASTERLY RIGHT OF WAY LINE OF SAID OCOEE APOPKA ROAD, NORTHEASTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT, BEING ALSO ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID WESTERN BELTWAY, AN ARC DISTANCE OF 415.75 FEET (SAID CURVE HAVING A RADIUS OF 2699.79 FEET, A DELTA ANGLE OF 8°49'24", AND A CHORD BEARING AND DISTANCE OF N62°40'24"E, 415.34 FEET) TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID WESTERN BELTWAY; THENCE CONTINUING ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID WESTERN BELTWAY, N67°05'10"E A DISTANCE OF 507.01 FEET TO A POINT ON THE EAST LINE OF THE SW 1/4 OF SAID SECTION 6; THENCE LEAVING THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID WESTERN BELTWAY, S0°48'23"W, ALONG THE EAST LINE OF THE SW 1/4 OF SAID SECTION 6, A DISTANCE OF 1163.02 FEET TO THE POINT OF BEGINNING.

PARCEL 5

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 6, T22S, R28E, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE N89°43'59"E ALONG THE SOUTH LINE OF THE SW 1/4 OF SAID SECTION 6, 1866.34 FEET TO A POINT; THENCE LEAVING THE SOUTH LINE OF THE SW 1/4 OF SAID SECTION 6, N0°16'01"W, 30.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF FULLERS CROSS ROAD (VARIABLE RIGHT OF WAY), SAID POINT BEING THE POINT OF BEGINNING;

THENCE S89°43'59"W ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID FULLERS CROSS ROAD, A DISTANCE OF 466.97 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID FULLERS CROSS ROAD; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID FULLERS CROSS ROAD, N0°47'33"W A DISTANCE OF 13.80 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID FULLERS CROSS ROAD; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID FULLERS CROSS ROAD, S89°12'27"W A DISTANCE OF 311.00 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE WESTERN BELTWAY (ALSO KNOWN AS STATE ROUTE 429, 400.00 FOOT RIGHT OF WAY); THENCE LEAVING THE NORTHERLY RIGHT OF WAY LINE OF SAID FULLERS CROSS ROAD, NORTHEASTERLY ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID WESTERN BELTWAY, ALONG A NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 996.28 FEET (SAID CURVE HAVING A RADIUS OF 2264.79 FEET, A DELTA ANGLE OF 21°25'16", AND A CHORD BEARING AND DISTANCE OF N45°39'57"E, 990.49 FEET) TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OCOEE APOPKA ROAD (ALSO KNOWN AS COUNTY ROAD 437, 60.00-FOOT RIGHT OF WAY); THENCE LEAVING THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID WESTERN BELTWAY, S5°41'10"E ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID OCOEE APOPKA ROAD, A DISTANCE OF 702.98 FEET TO THE POINT OF BEGINNING.

SOR

PARCEL 6

A PARCEL OF LAND LOCATED IN THE NW 1/4, SECTION 7, T22S, R28E, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NW 1/4 OF SAID SECTION 7; THENCE N89°43'59"E ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 7, A DISTANCE OF 1334.23 FEET TO A POINT; THENCE LEAVING THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 7, S0°34'47"W A DISTANCE OF 56.81 FEET TO A POINT ON THE WESTERLY LINE OF CROWN POINT WOODS SUBDIVISION AS RECORDED IN PLAT BOOK 15, PAGES 101 THROUGH 103 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID CROWN POINT WOODS SUBDIVISION, S0°34'47"W, A DISTANCE OF 877.79 FEET TO A POINT ON THE NORTHERLY LINE OF CROWN POINT WOODS PHASE II, AS RECORDED IN PLAT BOOK 20, PAGES 115 THROUGH 116; THENCE LEAVING THE WESTERLY LINE OF SAID CROWN POINT WOODS SUBDIVISION, S88°11'44"W ALONG THE NORTHERLY LINE OF SAID CROWN POINT WOODS PHASE II, A DISTANCE OF 116.75 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID CROWN POINT WOODS PHASE II, S77°01'17"W, A DISTANCE OF 53.13 FEET TO A

POINT; THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID CROWN POINT WOODS PHASE II, S57°59'38"W, A DISTANCE OF 59.81 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID CROWN POINT WOODS PHASE II, N86°54'58"W A DISTANCE OF 275.06 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID CROWN POINT WOODS PHASE II, S43°21'51"W, A DISTANCE OF 130.94 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID CROWN POINT WOODS PHASE II, S60°43'51"W A DISTANCE OF 187.04 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE WESTERN BELTWAY (ALSO KNOWN AS STATE ROAD 429, VARIABLE RIGHT OF WAY); THENCE LEAVING THE NORTHERLY LINE OF SAID CROWN POINT WOODS PHASE II, NORTHEASTERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID WESTERN BELTWAY, BEING ALSO ALONG A NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 724.72 FEET (SAID CURVE HAVING A RADIUS OF 2714.79 FEET, A DELTA ANGLE OF 15°17'43", AND A CHORD BEARING AND DISTANCE OF N14°41'51"E, 722.57 FEET) TO A POINT; THENCE CONTINUING ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID WESTERN BELTWAY, S67°30'18"E A DISTANCE OF 20.00 FEET TO A POINT; THENCE CONTINUING ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID WESTERN BELTWAY, NORTHEASTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 449.90 FEET (SAID CURVE HAVING A RADIUS OF 2694.79 FEET, A DELTA ANGLE OF 9°33'57", AND A CHORD BEARING AND DISTANCE OF N27°07'48"E, 449.38 FEET) TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF FULLERS CROSS ROAD (100-FOOT RIGHT OF WAY); THENCE LEAVING THE EASTERLY RIGHT OF WAY LINE OF SAID WESTERN BELTWAY, NORTHEASTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID FULLERS CROSS ROAD, BEING ALSO ALONG A NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 35.72 FEET (SAID CURVE HAVING A RADIUS OF 740.29 FEET, A DELTA ANGLE OF 2°45'53", AND A CHORD BEARING AND DISTANCE OF N87°50'25"E, 35.72 FEET) TO A POINT; THENCE CONTINUING ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID FULLERS CROSS ROAD, N89°12'27"E A DISTANCE OF 313.39 FEET TO THE POINT OF BEGINNING.

PARCEL 7

A PARCEL OF LAND LOCATED IN THE NW 1/4, SECTION 7, T22S, R28E, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF THE NW 1/4, OF SAID SECTION 7; THENCE S0°04'32"W ALONG THE WEST LINE OF THE NW 1/4 OF SAID SECTION 7, A DISTANCE OF 962.61 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING THE WEST LINE OF THE NW 1/4 OF SAID SECTION 7, N31°57'58"E, A DISTANCE OF 70.01 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE WESTERN BELTWAY (ALSO KNOWN AS STATE ROUTE 429, VARIABLE

RIGHT OF WAY); THENCE S69°53'55"E ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID WESTERN BELTWAY, 277.23 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID WESTERN BELTWAY; THENCE CONTINUING ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID WESTERN BELTWAY, SOUTHWESTERLY ALONG A NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 323.41 FEET (SAID CURVE HAVING A RADIUS OF 3014.79 FEET, A DELTA ANGLE OF 6°08'47" AND A CHORD BEARING AND DISTANCE OF S6°07'53"W, 323.26 FEET) TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID WESTERN BELTWAY; THENCE CONTINUING ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID WESTERN BELTWAY, S88°20'55"W A DISTANCE OF 263.47 FEET TO A POINT ON THE WEST LINE OF THE NW 1/4 OF SAID SECTION 7; THENCE LEAVING THE WESTERLY RIGHT OF WAY LINE OF SAID WESTERN BELTWAY, N0°04'32"E, ALONG THE WEST LINE OF THE NW ¼ OF SAID SECTION 7, A DISTANCE OF 364.89 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS:

PARCEL A: Lands in Section 1, Township 22 South, Range 27 East, and in Section 6, Township 22 South, Range 28 East:

(A) Beginning on the West line of Section 6, Township 22 South, Range 28 East, at a point in the center of Staten's Branch 2,559 feet South of the Northwest corner of said township and running thence Southeasterly and Easterly along the center of said Staten's Branch to the public road known as the Apopka and Ocoee Road; thence run Southward along said road to the center of the railroad tracks of the Atlantic Coast Line Railroad (Formerly the Sanford and St. Petersburg Railroad and prior to that time the Orange Belt Railroad) which point is 1694 feet North of the South line of the said Section 6, and 1,752 feet due East of the West line of said Section 6; run thence Northeasterly along the center line of said railroad tracks to the center line of said Section 6, run thence South to the one-half mile post on said South line of said section; run thence West, along the South line of said Section 6, to the Southwest corner of said Section 6; run thence West, along the South line of Section 1, Township 22 South, Range 27 East, 14.50 chains; run thence North to a point 6.29 chains South of the North line of the Southeast quarter (SE 1/4) of the Southeast quarter (SE 1/4) of Said Section 1; run thence West 65.5 chains more or less to the West boundary of said Section 1; run thence North to Lake Apopka; run thence Easterly and Northeasterly along the margin of said lake to the North line of Government Lot No. 2 in said Section 1; run thence East along the North boundary line of said Government Lot 2 to the center of said Staten's Branch; run thence Southerly and Easterly along the center of said branch to the point of beginning.

Less and excepting from that portion of the lands hereinabove described which lie in Section 1, Township 22 South, Range 27 East, a railroad right-of-way 50 feet wide, 25 feet on each side of a line beginning 800 feet and three inches west of the Southeast corner of said

Section 1, and running North 44 degrees, 32 minutes East 1,128 feet and 2 inches to the East boundary of said Section 1; and

Less and excepting from that portion of the lands hereinabove described which are located in Section 6, Township 22 South, Range 28 East, all of the following: the right-of-way of the Atlantic Coast Line Railroad (formerly the Sanford and St. Petersburg Railroad and prior to that time the Orange Belt Railroad); and also a strip of land described as beginning at a point on the South boundary line of the said Atlantic Coast Line Railroad, distant from Mile Post 29 in a Westerly direction along said boundary line 423 feet, and thence in a Southerly direction at right angles to said South boundary line 16 feet, and thence in an Easterly direction at right angles to the last described line 840 feet to a street, and thence in a Northerly direction at right angles to the last described line 16 feet to a point on the South boundary of the said right-of-way, and thence in a Westerly direction along said South boundary line of said right-of-way to the beginning.

That portion of the lands hereinabove described which are located in Section 6, Township 22 South, Range 28 East are subject to a right-of-way 30 feet in width over and upon that strip of land lying within 30 feet of the section line along the South side of the East 2,100 feet of the Southwest quarter (SW 1/4) of said Section 6.

Those portions of the lands hereinabove described which are located in Section 6, Township 22 South, Range 28 East are subject to a right of way for a public road, known as the Apopka-Ocoee Road, running North and South through the said lands.

PARCEL "B"

Beginning at a point 957 feet West and 904.86 feet North of the Southeast corner of Section 1, Township 22 South, Range 27 East, run thence West 1,200 feet, thence South 16 feet, thence Southeasterly 1,201.9 feet to a point due South of the point of beginning, and thence North 82 feet to the point of beginning, lying and being in Orange County, Florida.

PARCEL "C"

Lands in Section 7, Township 22 South, Range 28 East: East 25 acres of the Northwest ¼ of the Northwest ¼ South of Road and West 15 acres of the Northwest ¼ of the Northwest ¼ (LESS begin at the Northwest corner run East 642 feet Southwesterly 1040 feet North 849 feet to point of beginning) and North 508.5 feet of the East 760 feet of the Southwest ¼ of the Northwest ¼ (LESS begin 1334.28 feet West and 934.78 feet South of the North ¼ corner thence South 949.47 feet West 480 feet North 15 degrees West 138 feet North 19 degrees West 109 feet North 100 feet North 25 degrees West 226 feet North 30 degrees West 190 feet North 16 degrees East 43 feet North 61 degrees East 188 feet North 43 degrees East 131 feet South 86 degrees East 275 feet North 58 degrees East 60 feet North 77 degrees East 53 feet East 116.77 feet to point of beginning, lying and being in Orange County, Florida.

Those Parcels A B & C as described above LESS and EXCEPT those portions as described in Stipulated Order of Taking filed in Official Records Book 5019, Page 4060 and Stipulated Final Judgment filed in Official Records Book 5897, Page 3046, Public Records of Orange County, Florida.

PARCEL 8

Begin at the north west corner of Section seven (7), in Township twenty-two (22) south, Range twenty-eight (28) east; run east six hundred and forty-two (642) feet; return to beginning and run south eight hundred and forty-nine (849) feet; thence north easterly Ten hundred and forty (1040) feet, more or less to point six hundred and forty-two (642) feet due east of beginning.

LESS AND EXCEPT THE FOLLOWING:

A parcel of land located in the Southwest quarter of Section 6, Township 22 South, Range 28 East, and 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 intersection of the Westerly right of way of Ocoee—Apopka Road (County Road #437), and the Northerly intersection of the West Orange Trail, according to surveys on file with the Orange County Parks Department, as published by Jones, Wood & Gentry, Inc.; thence from said intersection run South 73°31'19" West along the north right of way of said West Orange Trail a distance of 535.38 feet to the Point of Beginning; thence along said right of way of the West Orange Trail, run the following five courses; South 73°31'19" West, a distance of 323.73 feet to the point of curvature of a curve to the left, having a radius of 1443.90 feet. and a central angle of 28° 35'33"; thence along the arc of said curve a distance of 720.55 feet to the point of tangency, thence South 44°55'46" West a distance of 392.91 feet to the west line of Section 6, Township 22 South, Range 28 East; thence North 00'20'26" West, along said line, also being said right of way, a distance of 18.98 feet; thence leaving said section line continue along said right of way South 44° 55'46" West, a distance of 516.79 feet; thence leaving said right of way run North 89°16'32" West, a distance of 496.14 feet to a point on a non-tangent curve concave Easterly, having a radius of 500.00 feet, a chord bearing of North 06°00'26" West and a chord distance of 104.65 feet; said curve also being the right of way of the extension of West Road, as proposed on January 16, 2003; thence run along said right at way the following eight courses; run northerly along the arc of the aforesaid curve through a central angle of 12°00'52", a distance of 104.85 feet to the point of tangency, thence North 00°00'00" East, a distance of 728.41 feet to the point of curvature of a curve to the right, having a radius of 706.27 feet, and a central angle of 55° 24'23"; thence along the arc of said curve a distance of 682.98 feet to the point of tangency; thence North 55°24'17" East. a distance of 436.87 feet to the point of curvature of a curve to the right having a radius of 2210.00 feet, and a central angle of 10°08'29"; thence along the arc of said curve a distance of 391.18 feet to the point of tangency, thence North 65°32'44" East, a distance of 228.75 feet to the point of curvature of a curve to the

right, having a radius of 10.00 feet, and a central angle of 50°28'12"; thence along the arc of said curve a distance of 8.81 feet to the point of reverse curvature of a curve to the left, having a radius of 100.00. and a central angle of 31°28'11"; thence along the arc of said curve a distance of 54.93 feet to the point of reverse curvature of a curve to the right. having a radius of 10.00 feet, and a central angle of 69°03'11" ; thence along the arc of said curve a distance of 12.05 feet to the point of tangency; said point being on the Southwesterly right of way of an un-named road, as proposed on January 16, 2003; thence along said right of way the following five courses; thence run South 26° 24' 07" East, a distance of 26.74 feet to the point of curvature of a curve to the left, having a radius of 280.00 feet, and a central angle of 23°04'37" thence along the arc of said curve a distance of 112.78 feet to the point of tangency; thence South 49°28'43" East, a distance of 487.82 feet to the point of curvature of a curve to the left, having a radius of 855.00 feet, and a central angle of 15°15'39"; thence along the arc of said curve a distance of 227.73 feet to the point of tangency; thence South 64°44'21" East, a distance of 175.18 feet to the intersection of the aforesaid right of way, and the Westerly right of way of a second un-named road, as proposed on January 16, 2003; thence along said right of way the following three courses: thence run South 25°15'39" West. a distance of 28.46 feet to the point of curvature of a curve to the left, having a radius of 230.00 feet, and a central angle of 41°07'10"; thence along the arc of said curve a distance of 165.06 feet to the point of tangency thence South 15°51'31" East, a distance of 46.09 feet to the Point of Beginning.

EXHIBIT "B"

THE SCHOOL BOARD PROPERTY

A parcel of land located in the Southwest quarter of Section 6, Township 22 South, Range 28 East, and 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 intersection of the Westerly right of way of Ocoee—Apopka Road (County Road #437), and the Northerly intersection of the West Orange Trail, according to surveys on file with the Orange County Parks Department, as published by Jones, Wood & Gentry, Inc.; thence from said intersection run South 73°31'19" West along the north right of way of said West Orange Trail a distance of 535.38 feet to the Point of Beginning; thence along said right of way of the West Orange Trail, run the following five courses; South 73°31'19" West, a distance of 323.73 feet to the point of curvature of a curve to the left, having a radius of 1443.90 feet. and a central angle of 28° 35'33"; thence along the arc of said curve a distance of 720.55 feet to the point of tangency, thence South 44°55'46" West a distance of 392.91 feet to the west line of Section 6, Township 22 South, Range 28 East; thence North 00'20'26" West, along said line, also being said right of way, a distance of 18.98 feet; thence leaving said section line continue along said right of way South 44° 55'46" West, a distance of 516.79 feet; thence leaving said right of way run North 89°16'32" West, a distance of 496.14 feet to a point on a non-tangent curve concave Easterly, having a radius of 500.00 feet, a chord bearing of North 06°00'26" West and a chord distance of 104.65 feet; said curve also being the right of way of the extension of West Road, as proposed on January 16, 2003; thence run along said right at way the following eight courses; run northerly along the arc of the aforesaid curve through a central angle of 12°00'52", a distance of 104.85 feet to the point of tangency, thence North 00°00'00" East, a distance of 728.41 feet to the point of curvature of a curve to the right, having a radius of 706.27 feet, and a central angle of 55° 24'23"; thence along the arc of said curve a distance of 682.98 feet to the point of tangency; thence North 55°24'17" East. a distance of 436.87 feet to the point of curvature of a curve to the right having a radius of 2210.00 feet, and a central angle of 10°08'29"; thence along the arc of said curve a distance of 391.18 feet to the point of tangency, thence North 65°32'44" East, a distance of 228.75 feet to the point of curvature of a curve to the right, having a radius of 10.00 feet, and a central angle of 50°28'12"; thence along the arc of said curve a distance of 8.81 feet to the point of reverse curvature of a curve to the left, having a radius of 100.00. and a central angle of 31°28'11"; thence along the arc of said curve a distance of 54.93 feet to the point of reverse curvature of a curve to the right. having a radius of 10.00 feet, and a central angle of 69°03'11" ; thence along the arc of said curve a distance of 12.05 feet to the point of tangency; said point being on the Southwesterly right of way of an un-named road, as proposed on January 16, 2003; thence along said right of way the following five courses; thence run South 26° 24' 07" East, a distance of 26.74 feet to the point of curvature of a curve to the left, having a radius of 280.00

feet, and a central angle of 23°04'37" thence along the arc of said curve a distance of 112.78 feet to the point of tangency; thence South 49°28'43" East, a distance of 487.82 feet to the point of curvature of a curve to the left, having a radius of 855.00 feet, and a central angle of 15°15'39"; thence along the arc of said curve a distance of 227.73 feet to the point of tangency; thence South 64°44'21" East, a distance of 175.18 feet to the intersection of the aforesaid right of way, and the Westerly right of way of a second un-named road, as proposed on January 16, 2003; thence along said right of way the following three courses: thence run South 25°15'39" West. a distance of 28.46 feet to the point of curvature of a curve to the left, having a radius of 230.00 feet, and a central angle of 41°07'10"; thence along the arc of said curve a distance of 165.06 feet to the point of tangency thence South 15°51'31" East, a distance of 46.09 feet to the Point of Beginning.

COPY

EXHIBIT 'C'

OCOEE CROWN POINT PUD

CONDITIONS OF APPROVAL

1. To the extent the Land Use Plan and these Conditions of Approval conflict with the City of Ocoee Land Development Code, the provisions of the Land Use Plan and these Conditions of Approval shall control.

Development Standards and Uses.

2. With the exception of Tract 4, Tract 5 and Tract 13 if developed as a Bus Depot, unless specifically waived by the Ocoee City Commission, all development within the Ocoee Crown Point PUD must adhere to the Crown Point Development Standards prepared by Canin Associates dated September 2002, as the same may be amended from time to time (the "Crown Point Development Standards"); provided, however, that the Crown Point Development Standards will be applicable to such tracts only if such tracts are no longer owned by The School Board of Orange County (the "School Board"). The Crown Point Development Standards provide additional and often more stringent criteria for development within the Ocoee Crown Point PUD. Tract 4, Tract 5 and Tract 13 if developed as a Bus Depot are not subject to the Crown Point Development Standards but shall, to the greatest extent possible, be compatible therewith. In the event Tract 13 is developed as townhomes, such development shall be subject to the residential development sections of the Crown Point Development Standards. The Workforce Education sites (Tracts 6A, 6B, 6G, 7A and 7B) shall be subject to the commercial development and village center development sections of the Crown Point Development Standards. Notwithstanding the foregoing, the City, or its assigns, as developer of the PUD may grant waivers from, amend or modify the Crown Point Development Standards to the extent such waivers, amendments or modifications are not expressly inconsistent with the Land Use Plan and the Land Development Code. Any such waiver, amendment or modification shall not require the approval of the City in its governmental capacity."

3. The uses permitted in the single-family residential portion of the PUD (Tract 2) will be the same as those uses permitted in an R-1-A district. As a condition of this PUD, any uses that would be permitted as a special exception in an R-1-A district will require special exception approval in this PUD.

4. The uses permitted in the Bus Depot/Townhomes portion of the PUD (Tract 13) shall be limited to Bus Depot and townhome uses.

5. The uses within the commercial portions of the PUD will be the same as those uses permitted in a C-2 district. As a condition of this PUD, any uses that would be permitted as a special exception in a C-2 district will require special exception approval in this PUD. However, even though the following uses would normally be permitted in a C-2 district, these uses shall not be permitted in this PUD: automobile parking lot, automobile

repair, automobile sales (new and used), automobile auction, automotive wrecking/salvage yard, boat sales and service, borrow pit, pawn shop, bus terminal, equipment sales, mobile home and travel trailer sales, motor vehicle wholesale, recreational vehicle parks, childcare facility, golf course/country club, recreational facility (neighborhood and commercial) and truck stop.

6. The uses within the institutional portions of the PUD will be those uses permitted under the Ocoee Comprehensive Plan.

7. The uses permitted in the Workforce Education portions of the PUD (Tracts 6A, 6B, 6G, 7A and 7B) shall be limited to use as Workforce Education and related uses under the control of the School Board. For purposes hereof, "Workforce Education" uses shall mean uses related to high school, GED or post high-school education focused on office, computer, service and technical skills and may include the provision of services to the public performed by students enrolled in such programs.

8. Workforce Education Tracts 6A, 6B, and 6G consist of a total of 19,400 square feet. Tracts 6A, 6B, and 6G are conceptually located on the Land Use Plan and may be moved or combined into one or more buildings within any Tracts other than Tract 4, owned or to be owned by the School Board.

9. The uses permitted in the High School portion of the PUD (Tract 5) shall be limited to use as a high school.

10. The uses permitted in the Elementary School portion of the PUD (Tract 4) shall be limited to use as an elementary school.

11. The Ocoee Crown Point PUD Land Use Plan includes public buildings on various parcels within the development. Article 5, Section 5-7(B) of the Land Development Code indicates that the City Commission may authorize the location of such uses after public notice and hearings. The public notice and hearings provided for the Ocoee Crown Point PUD Land Use Plan and Preliminary Subdivision Plan shall also serve as the required public notice and hearings for the proposed public buildings within this development. Approval of the Land Use Plan shall constitute the City's approval of the following public buildings and their associated uses:

Tracts 3 and 3A – Public parks with ball fields, concession stands, restroom facilities, picnic facilities, playgrounds, public parking areas and other associated uses.

Tract 4 – Public Elementary School with all associated uses.

Tract 5 – Public High School with all associated uses.

Tracts 6A, 6B, 6G, 7A and 7B – Workforce Education facilities as defined in this PUD Land Use Plan.

Tract 8 – Fire Station with associated uses.

Tract 11 – Public Safety administrative and training facilities with associated uses.

Tract 13 – Bus Depot facilities as defined in this PUD Land Use Plan. This tract may also be used for other purposes, according to the Conditions of Approval.

Site Development.

12. INTENTIONALLY DELETED.

13. Each fire hydrant shall be OSHA Yellow in color and a blue reflective marker shall be affixed to the street in the center of the lane closest to each hydrant.

14. All house pad elevations shall exceed the 100-year flood elevation by a minimum of one foot.

15. During submittal of a Final Subdivision Plan for any single-family development, the Developer must show "common areas" where required recreational facilities will be located within the residential subdivision, in accordance with the City of Ocoee Land Development Code.

16. All screen walls, landscape buffers, entry and corner landscape improvements, and sidewalks shall be completed prior to issuance of the Certificate of Completion for those corresponding phases.

17. For each single-family lot, a street tree shall be provided by the homebuilder at the front of each lot (two street trees on corner lots, with one on each street), prior to issuance of a Certificate of Occupancy for the house constructed on that lot. Each tree shall be a shade tree and shall be a minimum of 2" DBH and 10' tall at the time of planting.

18. For each individual lot within the single-family subdivision, if it is developed under the Large Lot Criteria Matrix, the buildings shall not exceed 40% lot coverage and the total of all impervious surfaces shall not exceed 50%. If the single-family subdivision is developed under the Traditional Neighborhood Development (TND) Criteria Matrix, the buildings shall not exceed 60% lot coverage and the total of all impervious surfaces shall not exceed 75%. For each individual lot within Tract 13 (if it is developed with townhomes), the buildings shall not exceed 70% lot coverage and the total of all impervious surfaces shall not exceed 90%.

19. Streetlights will be installed prior to a Certificate of Completion being issued, and the cost of operations will be assumed in accordance with the provisions of the City of Ocoee Land Development Code in effect at the time of issuance of a Certificate of Completion.

20. All underground utilities shall incorporate pedestal-mounted utility boxes to be placed back off the street, no more than 5' forward of the front building setback line, on all residential lots.

21. Unless the Developer enters into a wholesale agreement with Orange County Utilities for the provision of sewer service from Orange County Utilities, all tracts, with the exception

of Tracts 9, 10 and 11, will receive sewer service from Orange County Utilities. All tracts, with the exception of Tracts 9, 10 and 11, will receive potable water service from Orange County Utilities. Tracts 9, 10 and 11 will receive sewer service and potable water service from the City of Ocoee. All Tracts within the PUD will receive reuse water service from the City of Ocoee.

22. The Developer of each tract shall be responsible for installing reuse lines along with the other subdivision infrastructure. At such time as reuse water is available to the property, each Developer shall be responsible for connection to the reuse system lines.

23. All on-site utilities including electrical, cable TV and telephone shall be placed underground.

24. Any damage caused to any public roads as a result of the construction activities related to the project or any portion thereof shall be promptly repaired to the applicable government standards at the sole cost and expense of the owner of the portion of the project being developed in connection with such construction activities.

25. The Developer is to protect and prevent any disturbance, siltation, or other construction within the conservation areas (Tracts 17, 18, 19) inside the 100-year flood elevation. Those areas are to be fenced off during construction and silt fences installed to eliminate any possible disturbance in those areas during construction.

26. Each phase of development shall stand on its own, or in connection with previously developed phases, with respect to public services (sewer, water stormwater management, access and other related services).

27. Appropriate signage will be provided on undeveloped commercial parcels as notification to future single-family lots purchasers of the intended use of such parcels. Signage will be a minimum of 32 sq. ft. and placed in locations approved by the City.

28. All existing structures (including buildings, power lines, existing aerial and utility facilities) and Florida Power Corporation easements will be removed and/or terminated prior to or during construction of the development replacing those uses.

29. The development of this project will incorporate the stormwater needs of all public roads within the project.

30. Each tract developed for residential purposes shall comply with the provisions of the City of Ocoee Land Development Code relating to the inclusion of community meeting rooms as an amenity for residential subdivisions.

31. Decorative fountains shall be provided on Ponds 8 and 11, and on Tract 6F.

32. Except as to Tract 5, there shall be a minimum landscape buffer of 10' between adjacent parcels, and a 15' landscape buffer from local streets. Therefore, Tracts 1 (Waterfront Village) and Tract 2 (Residential Subdivision) shall have a minimum landscape buffer of 10' separation between the two tracts. There shall be a 15' landscape buffer on Tract 5

adjacent to the road south of Tract 5. Where the community park backs up to the residential lots, there shall be a 25' landscape buffer screening the residences from the lights and activities of the park. It is the full responsibility of the park to construct this landscape buffer.

33. Project monument signs for the Crown Point development shall be constructed on existing easements on the western quadrants on the Ocoee Parkway and Ocoee-Apopka intersection. The signs shall be constructed prior to the first Certificate of Occupancy for the residential development or the village center, which ever comes first.

34. A maximum of 2 commercial out parcels are permitted in Tract 10 and a maximum of 3 commercial out parcels are permitted in Tract 9. The access for the out parcels shall be through the main access points as identified on the Land Use Plan. No additional access locations will be permitted.

Easements.

35. A non-exclusive conservation and drainage easement shall be dedicated to the City of Ocoee lakeside of the 100-year flood elevation, including a 25' upland buffer area adjoining same. A non-exclusive conservation and drainage easement will be provided over the preserved wetlands associated with the Staten Branch ditch, also dedicated to the City.

36. Drainage easements are shown hereon for locational purposes only. Final easement dimensions (widths) will be shown on the Final Subdivision Plan and will be sized to meet City requirements.

37. Unless otherwise noted, a 5' utility and drainage easement will be platted along all side lot lines, and a 10' utility and drainage easement will be platted adjacent to all street rights-of-way.

38. All drainage, utility and maintenance easements shall be for the benefit of the property owners association and/or one or more stormwater utilities established by the City for the purpose of operating the stormwater management system within the PUD. On the residential lots, the land burdened by such easements shall be owned by the individual lot owners. The drainage and utility easements shall be dedicated to the perpetual use of the public at the time of platting.

39. An emergency access easement to the retention ponds and over all drainage easements shown hereon shall be dedicated to the City for emergency maintenance purposes at the time of platting. The emergency access easement will not impose any obligation, burden, responsibility or liability upon the City, to enter upon any property it does not own or take any action to repair or maintain the drainage system on the Property.

40. A perpetual, non-exclusive easement for access over all internal roadways and paved areas shall be granted in favor of the City and other applicable authorities for law enforcement, fire, and other emergency services.

41. Within sixty (60) days of the School Board providing written notice to the City requesting the same along with a legal description for the easement area, the City shall grant to the School Board a non-exclusive temporary construction access easement in a form acceptable to the School Board and the City allowing access to Tract 5. The easement area shall generally consist of the Property set forth on the Land Use Plan as Tract 33. Following the conveyance of the easement, the School Board shall construct and maintain a stabilized road over the easement area which shall also serve as a emergency access road for emergency vehicles. The stabilized road shall be gated so as to prevent access by the public during days and hours where construction activities are not taking place on Tract 5. The School Board shall be solely responsible for traffic control issues that may arise along Ocoee Apopka Road during the School Boards use of the easement. All improvements constructed by the School Board within the easement area shall become the property of the City following termination of the easement. The easement shall terminate at such time as the permanent public road within Tract 33 is completed.

Lift Station.

42. All lift stations shall be fenced with 6' black, decorative metal fence, with post rails painted black, and shall be set back no less than 25' from any street. The lift station fenced enclosures shall also be screened with a Viburnum, Ligustrum, or Podocarpus hedge.

43. All landscaping around lift stations shall be maintained by a property owner's association.

44. All lift station tracts shall be maintained by the master property owner's association or dedicated to Orange County at the time of platting, free and clear of any liens or encumbrances, or at such earlier time as may be required by Orange County.

Roads.

45. No private roads or gated developments shall be permitted within the PUD unless specifically waived by the Ocoee City Commission.

46. All access rights to all public roads, except at approved locations shown on the Plan, shall be dedicated to the City of Ocoee at the time of platting.

47. All roads will be dedicated to the public unless otherwise noted.

48. Additional right-of-way areas designated on the Preliminary Subdivision Plan shall be dedicated to the public via platting (or as a separate document) prior to issuance of building permits for the specific tract.

49. It is anticipated that additional road right-of-way will be needed for future improvements to Ocoee Apopka Road and Fullers Cross Road, as shown on Sheet C104. The width of additional right-of-way that will be needed on each side of each road will be determined

prior to approval of the Preliminary Site Plans or Preliminary Subdivision Plan for each affected tract (Tracts 9, 10 and 11).

50. Separate traffic impact studies shall be provided with the Preliminary Subdivision Plans for Tracts 9 and 10. Those studies shall indicate whether turn lanes and/or other improvements will be necessary to serve the development on those tracts, and the extent of those improvements.

51. Village Center Drive within Tracts 33 and 33A will be built in conjunction with the development of the Village Center (Tracts 6C, 6D, 6E and 6F). In the event the road or a portion thereof is required prior to said development then the party requiring the road will be solely responsible for the construction of said road or a required portion thereof and shall not be entitled to any compensation or reimbursement from any party.

52. Tracts 7A and 7B may not be developed until such time as Village Center Drive and the road within Tract 34A and 34B is constructed.

Property Owner's Association.

53. All legal instruments, including but not limited to the property association documents such as articles of incorporation, bylaws, and declaration of covenants and restrictions, shall be provided to the City for review and approval prior to or at the time of platting all or a portion of the property.

54. All tracts, which are to be owned and maintained by the property owner's association, shall be conveyed to the property owner's association by special warranty deed at the time of platting.

55. Subject to the provisions of Conditions of Approval 85, 86 and 87, property owner's associations will be created for maintenance and management of all common areas and facilities within residential and commercial tracts, unless otherwise noted. All tracts owned by the City or School Board shall be exempt from assessments by, or participation in, property owner associations unless otherwise agreed to by the City and School Board. Notwithstanding the foregoing, the City on its own may elect to participate on the Board for any property owner association formed and/or retain voting rights for tracts owned by the City.

Trees.

56. Existing trees 8" or larger (other than citrus trees or "trash" trees) located along proposed locations of buffer walls or road right-of-way lines will be preserved if at all possible. The buffer walls and roads will be designed around those trees to incorporate them into required landscape buffers and as street trees.

57. The existing grades on individual lots containing protected trees will be maintained as much as possible to preserve existing protected trees. For lots containing protected trees,

there will be no grading or other construction on individual lots, except as specified in the Final Subdivision Plan, until building permits are issued for those lots.

58. All utilities to be placed within the 10' easement along the front of each lot will be placed around existing protected trees to be preserved.

59. In order to ensure that as many existing trees as possible will be preserved, all road right-of-ways and retention areas will be flagged for review by the City and the Engineer prior to any tree removal. No clearing permits will be issued for site work or building construction until all trees to be preserved have been clearly marked with tree protection barriers.

60. Except for Tract 4, Tract 5 and Tract 13 if developed as a Bus Depot, a tree survey will be provided with the Preliminary Subdivision Plan submitted for each phase of development, according to the Land Development Code requirements.

61. Removal of existing trees will be limited to clearing road right-of-way and retention areas as detailed in these plans. All existing protected trees on individual lots will be evaluated at the time a building permit is issued for that lot, to determine whether or not each tree needs to be removed.

62. Except for Tract 4, Tract 5 and Tract 13 if developed as a Bus Depot, no person shall undertake land clearing or the removal of any protected tree without first obtaining a permit from the Building Department. The removal of protected trees shall be minimized to the maximum extent possible and no authorization shall be granted to remove a tree if the Developer has failed to take reasonable measures to preserve specimen and historic trees.

School Sites.

63. Pursuant to the City of Ocoee Code, the commercial properties within this PUD are exempt from the locational requirements of the City of Ocoee Code relating to the sale of alcoholic beverages near school sites within the PUD. Nothing herein shall be construed as providing any exemption to the businesses within the commercial properties of this PUD from locational requirements relating to the sale of alcoholic beverages near any school or church not within this PUD.

64. Pursuant to Section 1013.33(11), Florida Statutes, the City advises the School Board that Tract Nos. 4 and 5, which are intended to be developed as an elementary school site and high school site, respectively, are consistent with the land use categories and policies of the City of Ocoee Comprehensive Plan.

65. Intentionally Deleted.

66. As a courtesy the School Board will submit to the City a proposed site plan for Tracts 4 and 5 prior to development thereof for comments from the City to better coordinate the

overall development. The foregoing courtesy review shall not constitute the approval of the Ocoee Crown Point PUD contemplated by Section 1013.33(12), Florida Statutes.

67. The School Board shall be required to submit to the City a proposed site plan for Tracts 6A, 6B, 6G, 7A, 7B, 13, and 41. The proposed site plans for these tracts shall be subject to review and approval by the City in accordance with the then applicable provisions of the Ocoee Land Development Code; provided, however, that in connection therewith, the City shall not impose any conditions inconsistent with the approved Land Use Plan or require any off-site improvements so long as said Tracts are owned and developed by the School Board for governmental or public education purposes.

68. Modular buildings (portables) will not be allowed on Tracts 6A, 6B, 6C, 6D, 6E, 6F, 6G, 7A and 7B.

69. Intentionally Deleted.

Bus Depot/Townhomes.

70. For purposes hereof, "Bus Depot" shall mean: parking, storage, staging, maintenance and repair of Orange County Public School buses.

71. In the event Tract 13 is developed for townhomes, the deed for the conveyance of each townhome unit shall contain a restriction requiring that the garages must be used for parking cars and the parking will be prohibited on the public or private streets within the townhouse area, except in designated parking spaces.

72. In the event Tract 13 is developed for townhomes, the deed for the conveyance of each townhome unit shall contain a restriction indicating that if trash cans are used at individual units, they should be stored in the garage, but if they are stored outside the garage, they will be screened from view with a decorative fence and/or landscaping.

73. In the event Tract 13 is developed for townhomes, short-term rentals (rentals less than 6 months) shall be prohibited. This restriction shall be incorporated into the joint HOA documents and shall also be enforceable by the City.

74. The subdivision infrastructure for Tract 13 (Bus Parking and Maintenance/Townhomes) will be sized for the primary use of townhomes which requires higher service levels than the bus parking/maintenance use.

75. In the event Tract 13 is developed for townhomes, Tract 13 shall be developed consistent with all provisions of the Ocoee Land Development Code relating to townhomes in affect at the time of development. Nothing herein shall be construed as granting any subdivision or site plan approval for Tract 13.

76. Except as otherwise agreed to by the City and School Board, the School Board is not contributing toward the costs of the master project infrastructure, including roads, utilities and the master stormwater system within the PUD and for bringing of infrastructure

improvements up to the PUD. Notwithstanding the foregoing, in the event Tracts 12, 12A, 12B, 13 and 41 are developed or utilized for any purpose other than as a Bus Depot and associated purposes related thereto, then: (a) the developer of Tract 13 shall be solely responsible for the construction of the segment of Ocoee Parkway (including associated stormwater ponds, utilities, intersection improvements, turn lanes and sidewalks) within Tracts 12C, 35 and 16B from Fuller's Cross Road to the southern boundary line extended of Tract 4 and to the extent the City or others install all or some of the above-referenced infrastructure the City shall notify the owner of Tract 13 of its intent to install such infrastructure prior to commencing such work and the developer shall reimburse 100% of the costs and expenses incurred within sixty (60) days of receipt of a written demand for such reimbursement accompanied by documentation with respect to the expense for which reimbursement is sought; and (b) no building permits or Certificates of Occupancy shall be issued by the City for Tracts 12, 12A, 12B, 13 or 41 until such time as the City issues a Certificate of Completion for such infrastructure and, if applicable, receives the foregoing reimbursement. The foregoing condition is a material inducement to the City to allow Tract 13 to be developed or utilized for purposes other than as a Bus Depot and the City would not allow such in the absence of this condition which is intended to allocate to Tracts 12, 12A, 12B, 13 and 41 an equitable portion of the master project infrastructure costs which are otherwise being borne by the City or others.

77. Intentionally Deleted.

78. If Tract 13 is developed as a Bus Depot, at a minimum there shall be a landscape buffer of 25' between the Bus Depot use and both the West Orange Trail and Ocoee Parkway. The landscape buffer shall contain a berm and the property line between Tract 13 and the West Orange Trail shall be fenced with a black fence with black posts and rails, and a creeping vine planted along the fence. If Tract 13 is developed as townhomes, the minimum landscape buffer shall be 15'. Adjacent tract landscape buffers will remain at 10' as designated on various sheets of these plans.

Sidewalks.

79. Sidewalks shall be constructed in locations as shown on the Preliminary Subdivision Plan. With the exception of development of Tracts 4 and 5 sidewalks which are shown to be within the development parcels shall be constructed at the cost of the parcel developer and shall be constructed prior to issuance of the first Certificate of Occupancy for the parcel. Sidewalks shown within the right-of-way as well as street lighting and landscaping shall be constructed as part of the corresponding infrastructure improvements.

80. At all corners and where otherwise applicable, sidewalks shall have access ramps constructed to accommodate those in wheelchairs and others who are physically challenged.

Wetlands.

81. Wetland and existing surface water impact for this property is regulated by SJRWMD and FDEP. General or Individual permits are required from these agencies prior to commencement of construction.

82. Subject to 84(b) below, the Developer shall comply with all requirements of the City and other governmental entities with jurisdiction to protect the wetlands being preserved and to prevent any disturbance, siltation, or other construction below the natural wetland lines. Further, the areas below the natural wetland lines shall be fenced off (and silt fences shall be installed) during construction activities immediately adjacent to the wetlands, in order to minimize disturbances of the wetlands during construction.

83. The Developer agrees to implement the wetland impact and mitigation plan provided in Section C of the Crown Point PUD Conceptual Environmental Resource Permit Application and Stormwater Management Computations site as set forth in the submission dated September 22, 2002 from VHB to St. John's River Water Management District (SJRMD) and its attachments. The Developer agrees to undertake the Developer commitments set forth in the report. The Developer must obtain approval from the City to deviate there from.

84. With respect to flood plains and wetlands, the Developer agrees as follows:

a. There shall be no development in the 100-year flood plain.

b. If the Developer obtains development permits from the St. Johns River Water Management District, which allow for a wetland enhancement program, then the Developer may develop in accordance with those permits, so long as the development is consistent with the Preliminary Subdivision Plan submitted to the City by the Developer. Without limiting the foregoing, the Developer acknowledges that the City will accept the concept of having retention of stormwater in wetlands, but only if the wetlands are still defined as functional, enhanced wetlands in the post-development state. There may be exceptions to this standard of certain locations specifically approved as part of the Final Subdivision Plan. In the event the Developer does not obtain development permits from St. Johns River Water Management District for intrusion or enhancement of wetlands, then the Developer will submit to the City a modification of the current Preliminary Subdivision Plan wherein no intrusion or enhancement of wetlands is provided.

c. To the extent any wetlands located within the subject property have not been dedicated to the St. Johns River Water Management District, the Developer agrees, at the request of the City, to dedicate such wetlands to the City for conservation or open space purposes (or for recreational purposes as approved by the City and the St. Johns River Water Management District).

Stormwater.

85. All property in this PUD is subject to the provisions of Article I of Chapter 150 of the City Code, the Stormwater Management Utility System Article. In addition, the City may establish within the PUD one or more stormwater utilities for the operation of the stormwater management system and/or one or more stormwater management system benefit areas for the operation, maintenance and administration of the public stormwater management system for the benefit of all or a portion of the PUD. Any such stormwater utility maybe designated by the City as the maintenance entity for the project's stormwater management system.

86. In the event one or more stormwater utilities are established within the PUD the City of Ocoee will retain title to the stormwater management tracts and the stormwater utilities will operate and maintain the stormwater systems within the stormwater tracts.

87. In the event the master stormwater retention ponds are conveyed to a property owner's association (the "Association") then the Developer shall remain responsible for the maintenance of the project's master stormwater management system ("SWMS"), including all master stormwater retention ponds, until such time as: (i) the SWMS for the project is constructed and appropriate certificates of completion issued by both the City and the SJRWMD, (ii) the master stormwater retention ponds intended to be conveyed to the Association have in fact been conveyed to the Association, (iii) the Association is designated as the maintenance entity on the records of the SJRWMD and all transfer records required by SJRWMD have been executed and accepted by SJRWMD, (iv) the City has been provided with a copy of the developer's proposed maintenance plan with respect to the SWMS, and (v) the City has been provided with a written statement from the Association acknowledging receipt of the Developer's proposed maintenance plan with respect to the SWMS and that the Association is responsible for the maintenance of the SWMS.

Declaration Documents.

88. All Declaration of Covenants and Restrictions affecting the Property shall include the following provisions:

    a. Provision allowing the City to levy, collect, enforce assessments for maintenance of common areas if the Association fails to do so or fails to maintain assessments at a level allowing for adequate maintenance.

    b. Provision granting the City the right, but not the obligation, to maintain/repair the SWMS and obtain reimbursement from the Association, or from the Developer if (i) turnover of control to the members has not occurred, or (ii) if the Developer is still responsible for maintenance of the SWMS.

    c. Provision providing that the SWMS will be transferred to a responsible operation/maintenance entity acceptable to the City in the event of dissolution and that if dissolution occurs without such approval then the City may continue to

levy and collect assessments and impose liens with respect thereto notwithstanding the dissolution of the Association.

d. Provision that the Association shall at all times be in good standing with the Florida Secretary of State.

e. Provision that at the time of turnover of control of the Association to the members, the Declarant shall deliver to the new Board of Directors the maintenance plan for the SWMS accompanied by an engineer's certification that the SWMS is functioning in accordance with all approved plans and permits. To the extent that any such engineer's report indicates any corrective action is required the Declarant shall be required to diligently undertake such corrective action at the Declarant's expense and to post a cash bond with the Association for the estimated costs of such corrective action.

f. Provision that no property owned by the City or any other governmental entity shall be subject to assessments levied by the Association.

g. Provision incorporating by reference the Crown Point Development Standards.

h. Provision that any amendment to any provision affecting the City requires the consent of the City in an instrument recorded with the amendment.

i. The Articles of Incorporation and Bylaws of the Association shall be consistent with the foregoing provisions.

Miscellaneous.

89. This property is subject to the terms and conditions of that certain unrecorded Interlocal Agreement between the City of Ocoee, and the Orange County School Board dated June 13, 2000, as it may from time to time be amended.

90. The City of Ocoee is subject to the terms, provisions and restrictions of Florida Statutes Chapter 163 concerning moratoria on the issuance of building permits under certain circumstances. The City has no lawful authority to exempt any private entity, or itself, from the application of such state legislation and nothing herein should be construed as such an exemption.

91. A copy of the PUD Land Use Plan shall be available for review by prospective buyers in all residential sales offices.

92. Pursuant to the provisions of the City of Ocoee Land Development Code, all subdivision signage must be consistent with the legally assigned name of the subdivision. Any subsequent change to the name of the subdivision must be approved by the City Commission.

93. This subdivision plan will comply with City of Ocoee Code Chapter 48-5, relating to motorboats capable of generating more than ten (10) horsepower.

94. Minor relocation of West Orange Trail is anticipated to allow construction of the Ocoee Crown Point PUD. The minor relocation of the West Orange Trail through the Village Center must provide users with one safe crossing across Ocoee-Apopka Road. The Village Center shall serve as a destination along the West Orange Trail and connect the Crown Point project with the surrounding destination. Additionally, the School Board intends to connect Tract 5 to the West Orange Trail by a pedestrian walkway, and install a bicycle rack adjacent to the West Orange Trail. Modification to the West Orange Trail is subject to the Tri-Party Agreement (OR Bk 5889, Pgs. 1797-1811). The proposed modification shall be approved by the City of Winter Garden and Orange County Parks and Recreation Department prior to commencing construction.

95. A utility agreement will be required between Orange County Public Utilities and the City of Ocoee to allow the following: a) connection of the water mains to improve fire flow conditions for the Ocoee Crown Point PUD and b) OCPU sanitary sewer service for the commercial and public service parcels south of the beltway. The agreement shall be in place prior to issuance of the utility construction permit for the initial phase of the project unless otherwise agreed to by the City.

96. The Preliminary Subdivision Plan is intended primarily to provide a plan for the streets, utilities and stormwater management to serve the high school site (Tract 5). Facilities shown on this plan that would serve all other tracts are conceptual only. Prior to development of any other tracts beyond Tract 5, separate Preliminary Subdivision Plans must be submitted and approved for those additional tracts.

97. Notwithstanding Tract 1 being labeled "Waterfront Village," the Waterfront Village shall consist of Tracts 1, 43, 45 and 3A which shall total at least 10 acres.

98. At such time as the City conveys all or one of the school-related tracts to the School Board the School Board shall convey Tracts 12, 12A, 12B and 12C to the City. At the time of said conveyances, the City shall grant to the School Board an access and stormwater retention easement over Tracts 12, 12A, 12B and 12C.

99. It is the intent of these Conditions of Approval to allow the City and the School Board to swap tracts within the Workforce Education portion of the PUD and the Village Center portion of the PUD, if and to the extent mutually agreed upon by the City and School Board. Accordingly, the Workforce Education uses and the commercial uses within the Workforce Education portion of the PUD and the Village Center portion of the PUD may swap or interchange, subject to the approval of the City, without the need to amend the Ocoee Crown Point PUD.

100. At the time of development of Tract 3 by the City and/or development of Tract 4 by the School Board, the City and School Board may enter into an Interlocal Agreement providing for the shared use of the Tract 4 recreational and parking facilities.

101. Notwithstanding anything contained in these Conditions of Approval or shown on any sheet of the plans to which these Conditions of Approval are attached, the City is under no obligation to include any specific level of landscaping (including, but not limited to

trees, bushes or decorative details, structures or fountains) with any of the subdivision infrastructure.

102. The Owner of each tract within the PUD shall have the right to apply to the City for a change in the land use or specific Conditions of Approval as they relate to that tract without the requirement that the tract owner obtain the joinder and consent of any other land owner within the PUD.

103. Pursuant to Section 174-20.C of the City Code, the City Commission has determined that it is not in the best interests of the City to extend reuse transmission lines to land located within the Ocoee Crown Point PUD and has exempted such development from the requirement to construct reclaimed water distribution and transmission mains and lines and from the requirement that homes, lots and parcels within such development connect to the City's reuse system.

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Rec Fee: $435.00
Deed Doc Tax: $0.00
DOR Admin Fee: $0.00
Intangible Tax: $0.00
Mortgage Stamp: $0.00
Martha O. Haynie, Comptroller
Orange County, FL
PU - Ret To: SHUFFIELD LOWMAN

PREPARED BY AND AFTER
RECORDING RETURN TO:

Scott A. Cookson, Esq.
Shuffield, Lowman & Wilson, P.A.
1000 Legion Place
Suite 1700
Orlando, Florida 32801

Tax Parcel I.D.:
01-22-27-0000-00012

DECLARATION OF RESTRICTIVE COVENANT, EASEMENTS, AND COST SHARING AGREEMENT

THIS DECLARATION OF RESTRICTIVE COVENANT, EASEMENTS, AND COST SHARING AGREEMENT ("**Declaration**") is made and entered into as of the 1st day of July, 2016 ("**Effective Date**"), by and between **MATTAMY ORLANDO LLC**, a Delaware limited liability company, its successors and assigns ("**Mattamy**"), and the **CITY OF OCOEE, FLORIDA,** a Florida municipal corporation in its capacity as the owner of certain property described herein and not in its capacity as a governmental entity with jurisdiction over property described herein, its successors and assigns ("**City**") (Mattamy and City are sometimes referred to herein as a "**Party**" or collectively as the "**Parties**").

RECITALS

WHEREAS, Mattamy is the owner of certain real property located in the City of Ocoee, Orange County, Florida, containing approximately 57.29 acres and being more particularly described on **Exhibit A** attached hereto and made a part hereof by this reference (the "**Phase 2A Property**"); and

WHEREAS, City is the owner of certain real property located in the City of Ocoee, Orange County, Florida, containing approximately 44.982 acres, as more particularly described on **Exhibit B** attached hereto and made a part hereof by this reference (the "**Phase 2B Property**"), which property is adjacent to the Phase 2A Property; and

WHEREAS, City is also the owner of certain real property located in the City of Ocoee, Orange County, Florida, containing approximately 11.995 acres, as more particularly described on **Exhibit C** attached hereto and made a part hereof by this reference (the "**Amenity Property**"), which property is adjacent to the Phase 2A Property; and

WHEREAS, City is also the owner of certain real property located in the City of Ocoee, Orange County, Florida, containing approximately 13.573 acres, as more particularly described on **Exhibit D** attached hereto and made a part hereof by this reference (the "**School Property**"), which property is adjacent to the Phase 2A Property and Phase 2B Property; and

WHEREAS, prior to this Declaration the City conveyed the Phase 2A Property to Mattamy pursuant to the terms of that certain Agreement for Sale and Purchase dated April 21, 2015 by and between the City and Mattamy, as amended from time to time (collectively, the "**Purchase Agreement**"); and

WHEREAS, the Purchase Agreement sets forth, among other things, the terms and conditions relating to Mattamy's contractual right to purchase the Phase 2B Property from City; and

WHEREAS, the City and The School Board of Orange County, Florida ("**SBOC**") are parties to that certain Interlocal Agreement Regarding Coca-Cola Property dated June 13, 2000, as amended by that certain First Amendment to Interlocal Agreement Regarding Coca-Cola Property dated August 5, 2003, as amended by that certain Second Amendment to Interlocal Agreement Regarding Coca-Cola Property dated September 20, 2005 and as further amended by that certain Third Amendment to Interlocal Agreement Regarding Coca-Cola Property dated July 1, 2014 (collectively, the "**Interlocal Agreement**"); and

WHEREAS, subsequent to this Declaration the City intends to convey the School Property to SBOC pursuant to the requirements of the Interlocal Agreement; and

WHEREAS, the development of the Phase 2A Property, Phase 2B Property, and School Property contemplates that a portion of the Phase 2A Property, as more particularly described on **Exhibit E** attached hereto and made a part hereof by this reference (the "**Drainage Pond Property**"), shall serve as a shared drainage pond for the Phase 2A Property, the School Property and a portion of the Phase 2B Property as permitted by South Florida Water Management District Permit No. 83494-7, and that a storm water drainage pipe from the School Property to the Drainage Pond Property shall be installed under a portion of the Phase 2A Property and under a portion of the Phase 2B Property, as more particularly described on **Exhibit F** attached hereto and made a part hereof by this reference (the "**Storm Water Pipe Property**"); and

WHEREAS, the development of the Phase 2A Property, the Phase 2B Property and the Amenity Property contemplates that a portion of the Phase 2A Property, as more particularly described on **Exhibit G** attached hereto and made a part hereof by this reference (the "**Entry Road Property**"), shall serve as a shared entrance drive for the Phase 2A Property, the Phase 2B Property and the Amenity Property; and

WHEREAS, the development of the Phase 2A Property and the Phase 2B Property contemplates that a portion of the Phase 2A Property, as more particularly described on **Exhibit H** attached hereto and made a part hereof by this reference (the "**Spine Road Property**"), shall serve as a shared access drive for the Phase 2A Property and the Phase 2B Property; and

WHEREAS, the development of the Phase 2A Property contemplates that the portion of the property described on **Exhibit I** attached hereto and made a part hereof by this reference within the Phase 2B Property (the "**Phase 2A Utility Easement Property**"), shall be utilized by Mattamy for the connection of certain utilities for the benefit of the Phase 2A Property; and

WHEREAS, the development of the Phase 2B Property contemplates that the portion of the property described on **Exhibit I** attached hereto and made a part hereof by this reference within the Phase 2A Property (the "**Phase 2B Utility Easement Property**"), shall be utilized by the owner of the Phase 2B Property for the installation and maintenance of certain utilities for the benefit of the Phase 2B Property; and

WHEREAS, the City has agreed to convey to Mattamy certain easements over the Phase 2B Property and the School Property on the terms and conditions set forth herein; and

WHEREAS, Mattamy has agreed to convey to the City certain easements over Phase 2A Property on the terms and conditions set forth herein; and

WHEREAS, Mattamy has agreed to restrict the development of the Phase 2A Property, and the City has agreed to restrict the development of the Phase 2B Property, such that the Phase 2A Property and the Phase 2B Property shall be developed pursuant to certain development standards which, as of the Effective Date, have not been fully determined (the "**Development Standards**"); and

WHEREAS, the City intends to construct an amenity (the "**Amenity**") on the Amenity Property which will be owned and operated by the City and open to the public and Mattamy has agreed to contribute certain funds to the City to partially offset the costs of development of the Amenity Property and construction of the Amenity, on the terms and conditions set forth herein; and

WHEREAS, the City has agreed to restrict the development of the Amenity Property, such that the Amenity Property shall be developed solely as community amenity or public park.

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00) in hand paid, for the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, for and on behalf of themselves, their legal representatives, successors and assigns, do hereby covenant and agree as follows:

1. **Recitals**. The above recitals are true and correct and are hereby incorporated herein by this reference.

2. **Grant of Temporary Entry Road Easement and Construction of Entry Road Improvements**.

(a) Mattamy hereby grants and conveys to the City, as owner of the Phase 2B Property and the Amenity Property, and its successors, assigns, permittees, guests, invitees, employees, tenants, licensees, subsequent owners and successors in title of and to the Phase 2B Property and the Amenity Property, a temporary, non-exclusive access easement for ingress and egress across, through, under, over and on the Entry Road Property ("**Entry Road Access Easement**"). The Entry Road Access Easement is for the benefit of, and may be used by, the owners from time to time of the Phase 2B Property and the Amenity Property, or any part thereof, together with their successors, assigns, permittees, guests, invitees, employees, licensees, subsequent owners and successors in title, tenants and their tenants' employees, agents,

contractors, customers, invitees and licensees (collectively, the "**City Parties**") for the purposes described in Section 2(b) below. The Entry Road Access Easement is appurtenant to the Phase 2B Property and the Amenity Property and shall run with title to the Phase 2B Property and the Amenity Property and shall burden the Entry Road Property. Such Entry Road Access Easement shall include use by the City for the purpose of developing the Phase 2B Property and the Amenity Property.

(b) The Entry Road Access Easement may be used by the City Parties for pedestrian and vehicular ingress and egress to and from the Phase 2B Property via the Spine Road Property (as defined below) and the Amenity Property and Ocoee Crown Point Parkway. No vehicles, materials or equipment shall be parked, placed or stored on, over or under the Entry Road Property by the City Parties. Vehicular and pedestrian ingress and egress across the Entry Road Access Easement may not be impeded by the City or the City Parties. Except in connection with construction, installation, maintenance, repair, restoration or replacement work or as otherwise permitted in this Declaration, no vehicles, materials or equipment shall be parked, placed or stored on, over or under the Entry Road Property by Mattamy or its tenants and its tenants' employees, agents, contractors, customers, invitees and licensees (the "**Mattamy Parties**"). Vehicular and pedestrian ingress and egress across the Entry Road Access Easement may not be impeded by Mattamy or the Mattamy Parties except to the extent reasonably required to develop the Phase 2A Property, construct the Entry Road Improvements (as defined below) as required, or as otherwise permitted in this Declaration. Other than as permitted in accordance with Section 7(b) below, the City shall not be entitled to construct any improvements on the Entry Road Property.

(c) The Entry Road Property shall be improved with a road and related improvements ("**Entry Road Improvements**"), which shall include the requirements more particularly described in **Exhibit K** attached hereto and made a part hereof by this reference, and shall otherwise be constructed in accordance with any applicable final subdivision plan approved by the City and all applicable standards and requirements of any applicable governmental agencies (collectively, the "**Minimum Standards**"). Mattamy, at its sole cost and expense, shall design, engineer, permit and construct the Access Easement Road Improvements, and shall be responsible for the maintenance, repair, and replacement of the Access Easement Road Improvements, which obligation may be assigned to any homeowners association established by Mattamy for such purposes.

(d) Mattamy shall be responsible for 100% of the maintenance, repair and replacement costs of the Entry Road Improvements (the "**Entry Road Improvements Maintenance Costs**"), except as otherwise set forth herein. The City and its successors and assigns shall be obligated to reimburse Mattamy and its successors and assigns for all costs and expenses reasonably incurred to repair and/or replace any portion of the Phase 2A Property, including but not limited to the Entry Road Improvements, because of damage or destruction proximately caused thereto by any of the City Parties pursuant to the rights granted under this section, normal wear and tear excepted. Such costs and expenses shall be reimbursed within thirty (30) days of Mattamy's written request therefor, which written request shall include copies of all applicable invoices. Should such costs and expenses not be reimbursed within said thirty (30) day period, interest on the amount due shall begin to accrue at the rate of twelve percent (12%) per annum and continue until paid in full.

(e) The Parties acknowledge and agree that the Entry Road Property and the Entry Road Improvements may be dedicated to the public in the future via plat or otherwise, and that upon such dedication, the Entry Road Access Easement over such portion of the Entry Road Property shall automatically terminate, and all maintenance obligations for such dedicated portion of the Entry Road Improvements shall cease.

3. **Grant of Temporary Spine Road Access Easement and Construction of Spine Road Improvements**.

(a) Mattamy hereby grants and conveys to the City, as owner of the Phase 2B Property, and its successors, assigns, permittees, guests, invitees, employees, tenants, licensees, subsequent owners and successors in title of and to the Phase 2B Property, a temporary, non-exclusive access easement for ingress and egress across, through, under, over and on the Spine Road Property ("**Spine Road Access Easement**"). The Spine Road Access Easement is for the benefit of, and may be used by, the owners from time to time of the Phase 2B Property, or any part thereof, together with the City Parties for the purposes described in Section 3(b) below. The Spine Road Access Easement is appurtenant to the Phase 2B Property and shall run with title to the Phase 2B Property and shall burden the Spine Road Property. Such Spine Road Access Easement shall include use by the City for the purpose of developing the Phase 2B Property.

(b) The Spine Road Access Easement may be used by the City Parties for pedestrian and vehicular ingress and egress to and from the Phase 2B Property and the Entry Road Property/Entry Road Improvements. No vehicles, materials or equipment shall be parked, placed or stored on, over or under the Spine Road Property by the City Parties. Vehicular and pedestrian ingress and egress across the Spine Road Access Easement may not be impeded by the City or the City Parties. Except in connection with construction, installation, maintenance, repair, restoration or replacement work or as otherwise permitted in this Declaration, no vehicles, materials or equipment shall be parked, placed or stored on, over or under the Spine Road Property by Mattamy or the Mattamy Parties. Vehicular and pedestrian ingress and egress across the Spine Road Access Easement may not be impeded by Mattamy or the Mattamy Parties except to the extent reasonably required to develop the Phase 2A Property, construct the Spine Road Improvements as required, or as otherwise permitted in this Declaration. Other than as permitted in accordance with Section 7(b) below, the City shall not be entitled to construct any improvements on the Spine Road Property

(c) The Spine Road Property shall be improved with a road and related improvements ("**Spine Road Improvements**") in accordance with the Minimum Standards. Mattamy, at its sole cost and expense, shall design, engineer, permit and construct the Spine Road Improvements, and shall be responsible for the maintenance, repair, and replacement of the Spine Road Improvements, which obligation may be assigned to any homeowners association established by Mattamy for such purposes.

(d) Mattamy shall be responsible for 100% of the maintenance, repair and replacement costs of the Spine Road Improvements (the "**Spine Road Improvements Maintenance Costs**"), except as otherwise set forth herein. The City and its successors and assigns shall be obligated to reimburse Mattamy and its successors and assigns for all costs and expenses reasonably incurred to repair and/or replace any portion of the Phase 2A Property,

including but not limited to the Spine Road Improvements, because of damage or destruction proximately caused thereto by any of the City Parties pursuant to the rights granted under this section, normal wear and tear excepted. Such costs and expenses shall be reimbursed within thirty (30) days of Mattamy's written request therefor, which written request shall include copies of all applicable invoices. Should such costs and expenses not be reimbursed within said thirty (30) day period, interest on the amount due shall begin to accrue at the rate of twelve percent (12%) per annum and continue until paid in full.

(e) The Parties acknowledge and agree that the Spine Road Property and the Spine Road Improvements will remain a private road and access to and through the Phase 2A Property and to the Phase 2B Property may be restricted with one or more private entry gates. Mattamy agrees that if access is restricted and gates are installed, the City and each owner of any portion of the Phase 2B Property shall have access through the gates equal to and in the same manner and at the same cost, if any, as that granted to each owner of any portion of the Phase 2A Property.

(f) To the extent reasonably practicable, in the event Mattamy has commenced construction of homes within the Phase 2A Property and the City desires to commence development on the Phase 2B Property, the City shall take reasonable measures to restrict access by construction trucks over the Spine Road Property and the Spine Road Improvements.

(g) The Spine Road Access Easement shall automatically terminate upon the recordation of a plat in the Official Records of Orange County, Florida that grants substantially similar rights to the Parties benefitted by such easement.

4. **Grant of Drainage Pond Easement and Storm Water Pipe Easement.**

(a) Mattamy hereby grants, bargains, sells and conveys to the City, for the benefit of and as an appurtenance to the Phase 2B Property and the School Property, a perpetual and non-exclusive easement across, through, under, over and on the Drainage Pond Property for subsurface and surface storm water that drains from portions of the Phase 2B Property and the School Property into a storm water control structure, including any required retaining walls (the "**Drainage Pond**"), to be located on the Drainage Pond Property, for the purpose of collecting, detaining, and if applicable, retaining, storm water (the "**Drainage Pond Easement**"). The City may tie into the Drainage Pond subject to the provisions of this Declaration.

(b) Mattamy hereby grants, bargains, sells and conveys to the City, for the benefit of and as an appurtenance to the Phase 2B Property and the School Property, a perpetual and non-exclusive storm water drainage easement across, through, under, over and on the portion of the Storm Water Pipe Property within the Phase 2A Property for the use of certain drainage facilities in connection with the construction, installation, and operation of certain improvements on portions of the Phase 2B Property and an elementary school on the School Property, including but not limited to junction boxes, corrugated metal pipes and reinforced concrete pipes (collectively, the "**Drainage Facilities**") for the purpose of flowage of surface and subsurface storm water through the Drainage Facilities installed within the Storm Water Pipe Property to the Drainage Pond located on the Drainage Pond Property (the "**Storm Water Pipe Easement**").

(c) The City hereby grants, bargains, sells and conveys to Mattamy for the benefit of and as an appurtenance to the Phase 2A Property a temporary construction easement and perpetual and non-exclusive storm water drainage and maintenance easement across, through, under, over and on the portion of the Storm Water Pipe Property within the Phase 2B Property and the School Property for the use of certain Drainage Facilities in connection with the construction, installation, operation and maintenance of the certain improvements on the Phase 2A Property, including, but not limited to, the Drainage Facilities.

(d) The Drainage Pond and Drainage Facilities shall be constructed by Mattamy pursuant to the Minimum Standards and Section 3(g) below. Mattamy shall proceed in a commercially reasonably manner and use good faith efforts to cause the Drainage Pond and Drainage Facilities to be completed and operational within eighteen (18) months of the Effective Date of this Declaration. Mattamy, as owner of the Phase 2A Property, shall be responsible for the maintenance, repair, and replacement of the Drainage Pond and Drainage Facilities, which obligation may be assigned to any homeowners association established by Mattamy for such purposes. In the event Mattamy fails to initiate construction of the Drainage Pond and Drainage Facilities within twelve (12) months of the Effective Date or complete the construction within eighteen (18) months of the Effective Date, the owner of the School Property shall have the right to construct the Drainage Pond and Drainage Facilities and be reimbursed for said construction costs by Mattamy. Upon notice from the owner of the School Property, Mattamy shall assign all necessary permits and approvals and provide its 100% construction plans for the Drainage Pond and Drainage Facilities to the owner of the School Property for its use in constructing the facilities.

(e) Mattamy shall be responsible for 100% of the maintenance, repair and replacement costs of the Drainage Pond and Drainage Facilities (the "**Drainage Maintenance Costs**") until such time as development has commenced on the Phase 2B Property by a party other than Mattamy. Once horizontal construction has commenced on the Phase 2B Property by a party other than Mattamy, Mattamy and the owner of the Phase 2B Property shall be responsible for their respective percentages of the Drainage Maintenance Costs. Once applicable, the owner of the Phase 2B Property shall reimburse Mattamy for the Drainage Maintenance Costs incurred by Mattamy in connection with the maintenance, repair and replacement of the Drainage Pond and Drainage Facilities within thirty (30) days of Mattamy's written request therefor, which written request shall include copies of all applicable invoices. Should the owner of the Phase 2B Property fail to reimburse Mattamy for its share of the costs of the Drainage Maintenance Costs within said thirty (30) day period, interest on the amount due shall begin to accrue at the rate of twelve percent (12%) per annum and continue until paid in full. Failure of the owner of the Phase 2B Property to pay such amounts within thirty (30) days following such written request shall give rise in favor of Mattamy to file a lien against the Phase 2B Property for failure to pay such amounts and to exercise any and all remedies available to it with respect to liens filed against real property under Florida law, which right may be assigned to any homeowners association established by Mattamy for such purposes.

(f) The City shall be entitled to use the Drainage Pond Easement and Storm Water Pipe Easement in connection with the Phase 2B Property and the School Property, without payment (other than as set forth in Section 3(d) above); however, in the event that the City's use (or its successors' use) of the Drainage Pond Easement and / or Storm Water Pipe Easement

results in any damage to the Drainage Facilities and / or Drainage Pond, City (or its successor, as applicable) shall be solely responsible for the cost of any repair or replacement of such Drainage Facilities or Drainage Pond to the extent caused by such damage, including any costs to restore any improvements damaged by such use.

(g) The City shall have the right to tie into the Drainage Facilities constructed by Mattamy at the City's sole cost and expense. Mattamy covenants and agrees that Mattamy shall maintain in good working order the Drainage Facilities constructed by Mattamy and will refrain from obstructing the flow of storm water discharge from the School Property into and through the Drainage Facilities and from in any way restricting or interfering with the City's use of the Storm Water Pipe Easement or Drainage Pond Easement granted herein.

(h) The design, engineering, permitting, installation and construction of the Drainage Facilities shall be performed by Mattamy in accordance with the Minimum Standards. The actual and documented costs and expenses to design, engineer, permit, install, and construct the Drainage Pond and Drainage Facilities (the "**Drainage Costs**") shall initially be the sole responsibility of Mattamy, subject to reimbursement described below. The City and Mattamy acknowledge and agree that the Drainage Pond shall account for and include storm water detention capacity sufficient for development of the Phase 2A Property, the School Property with a seventy percent (70%) impervious area and portions of the Phase 2B Property, and that development of the Phase 2A Property, Phase 2B Property, or School Property shall not result in any reduction in the capacity of the Drainage Pond for use by the Phase 2A Property, Phase 2B Property or School Property below governmental and quasi-governmental requirements therefor existing as of the Effective Date.

(i) Mattamy and the City hereby agree that storm water treatment volume capacity required in the Drainage Pond for the development of the Phase 2A Property, the School Property and a portion of the Phase 2B Property is a total of 20.97 acre feet, allocated as follows: (1) the Phase 2A Property shall require up to 12.23 acre-feet (58.32%) of the Drainage Pond capacity; (2) the applicable portion of the Phase 2B Property shall require up to 4.06 acre-feet (19.36%) of the Drainage Pond capacity; and (3) the School Property shall require that Drainage Pond capacity be sufficient to allow for a seventy percent (70%) impervious area. Pursuant to the Interlocal Agreement, the SBOC shall not be responsible for any Drainage Costs or Drainage Maintenance Costs. Mattamy and the City hereby agree that any Drainage Costs Drainage Maintenance Costs attributable to the School Property shall be shared by Mattamy and the owner of the Phase 2B Property in roughly the same proportion that the Phase 2B Property capacity bears to the Phase 2A Property capacity, i.e., approximately 33.3%. Mattamy shall therefore be responsible for 73.2% of all Drainage Costs and Drainage Maintenance Costs (58.32% plus two thirds of 22.32%), and the owner of the Phase 2B Property shall be responsible for 26.8% of all Drainage Costs and Drainage Maintenance Costs (19.36% plus one third of 22.32%). In the event a party other than Mattamy develops the Phase 2B Property, prior to commencement of construction on the Phase 2B Property, such party shall be obligated to reimburse Mattamy for 26.8% of the Drainage Costs up to an amount not to exceed $5,000.00.

(j) The Parties acknowledge that SBOC has been provided a copy of this Declaration, and that SBOC has verified that the Drainage Pond Easement, the Drainage Facilities, the Storm Water Pipe Easement, and the Drainage Pond capacity allocated to the

School Property meet all storm water related requirements for the School Property that are set forth in the Interlocal Agreement.

(k) The Drainage Pond Easement and the Storm Water Pipe Easement shall automatically terminate upon the recordation of a plat in the Official Records of Orange County, Florida that grants substantially similar rights to the Parties benefitted by such easements.

5. **Utility Easements**.

(a) The City hereby grants, bargains, sells and conveys to Mattamy, its contractors and agents, for the benefit of and as an appurtenance to the Phase 2A Property and the School Property, a perpetual and non-exclusive easement across, through, under, over and on the Phase 2A Utility Easement Property for the purpose of constructing, installing, and utilizing a force main and wastewater utilities to be constructed on the Phase 2B Property extending to the lift station to be constructed on the Phase 2A Property along with water and reclaimed water utilities to be constructed on the Phase 2B Property, including an access easement for vehicular and pedestrian access reasonably necessary for the installation and maintenance of such facilities (the "**Phase 2A Utility Easement**"). Any construction performed on the Phase 2A Utility Easement Property shall be done in a good and workmanlike manner and in accordance with the Minimum Standards. The City agrees to cooperate with Mattamy in the application for and processing of all governmental approvals in connection with the construction of said utilities, including executing such applications for governmental permits or agency authorization forms as may be required.

(b) Mattamy hereby grants, bargains, sells and conveys to the City, its contractors and agents, for the benefit of and as an appurtenance to the Phase 2B Property and the School Property, a perpetual and non-exclusive easement across, through, under, over and on the Phase 2B Utility Easement Property for the purpose of constructing and installing utilities necessary to develop the Phase 2B Property, including water, wastewater, reuse water, telephone, cable, natural gas, and electrical facilities, including an access easement for vehicular and pedestrian access reasonably necessary for the installation and maintenance of such facilities (the "**Phase 2B Utility Easement**"). Mattamy shall proceed in a commercially reasonably manner and use good faith efforts to cause the installation of such utilities to be competed and operational within eighteen (18) months of the Effective Date of this Declaration. The facilities constructed by Mattamy on the Phase 2A Property shall stubbed out to the School Property and at each location where a road within the Phase 2A Property adjoins the Phase 2B Property so that the owner of the Phase 2B Property shall have the right to tie into such utilities at such points. Any construction performed on the Phase 2B Utility Easement Property shall be done in a good and workmanlike manner and in accordance with the Minimum Standards. Mattamy agrees to cooperate with the owner of the Phase 2B Property in the application for and processing of all governmental approvals in connection with the construction of said utilities, including executing such applications for governmental permits or agency authorization forms as may be required. In the event Mattamy fails to initiate the installation of the utilities referenced in paragraph 5(a) and this paragraph 5(b) within twelve (12) months of the Effective Date or complete said utilities within eighteen (18) months of the Effective Date, the owner of the School Property may elect to either (1) construct the lift station, force main and that portion of the sanitary gravity system planned to service the School Property (the "**Utilities**") or (2) permit and construct a private lift

station on the School Property and force main connection to the nearest sanitary sewer connection. In the event the owner of the School Property elects to construct the Utilities pursuant to the foregoing subsection (1), Mattamy shall provide 100% construction plans, assign all necessary permits and approvals and shall be responsible for the reimbursement of the cost of the construction of the Utilities to the owner of the School Property. However, in the event the owner of the School Property constructs the private lift station pursuant to the foregoing subsection (2), Mattamy shall have no obligation for the reimbursement of such costs.

(c) The Phase 2A Utility Easement and the Phase 2B Utility Easement shall automatically terminate upon the recordation of a plat in the Official Records of Orange County, Florida that grants substantially similar rights to the Parties benefitted by such easements.

6. **Temporary Slope Easements; Temporary Swale Easement**.

(a) The City hereby grants, bargains, sells and conveys to Mattamy, its contractors and agents, for the benefit of and as an appurtenance to the Phase 2A Property and reserves unto the owner of the Phase 2B Property as an appurtenance to the Phase 2B Property, a temporary and non-exclusive easement across, through, under, over and on that portion of the School Property and more particularly described on **Exhibit L** attached hereto and made a part hereof by this reference (the "**School Property Fill Slope Easement Area**") for fill slope purposes, together with the right (but not the obligation) to construct and install fill slopes for the use and benefit of and to serve the Phase 2A Property and the Phase 2B Property (the "**School Property Fill Slope Easement**"). The use of the School Property Fill Slope Easement Area shall be for the purposes of constructing a fill slope to support the lots and improvements within the Phase 2A Property and the Phase 2B Property over, through, or under the School Property Fill Slope Easement Area, together with the rights, easements, privileges, and appurtenances in or to said land which may be required for the full enjoyment of the rights herein granted. Notwithstanding anything contained herein to the contrary, any fill slopes installed and maintained within the School Property Fill Slope Easement Area will be for the purpose of transitioning the grading of the School Property to the grading of the Phase 2A Property and the Phase 2B Property and shall be done in a good and workmanlike manner and in accordance with the Minimum Standards. The School Property Fill Slope Easement shall automatically terminate without the need for any additional documentation upon the earlier to occur of (i) the completion of the development of the lots and improvements on the Phase 2A Property and the Phase 2B Property immediately adjacent to the School Property Fill Slope Easement Area, or (iii) the commencement of development of the elementary school on the School Property.

(b) The City hereby grants, bargains, sells and conveys to Mattamy, its contractors and agents, for the benefit of and as an appurtenance to the Phase 2A Property, a temporary and non-exclusive easement across, through, under, over and on that portion of the School Property and more particularly described on **Exhibit L** attached hereto and made a part hereof by this reference (the "**School Property Swale Easement Area**") for drainage swale purposes, together with the right (but not the obligation) to construct and install drainage swales on the School Property (the "**School Property Swale Easement**"). Mattamy's use of the School Property Swale Easement Area shall be for the purposes of constructing a drainage swale to collect the storm water from the School Property until such time as the Drainage Pond and Drainage Facilities are constructed and the school is constructed on the School Property. The School

Property Swale Easement shall be over, through, or under the School Property Swale Easement Area, together with the rights, easements, privileges, and appurtenances in or to said land which may be required for the full enjoyment of the rights herein granted. The School Property Swale Easement within the School Property shall automatically terminate without the need for any additional documentation upon the later to occur of (i) completion of the Drainage Pond; (ii) completion of the Drainage Facilities; and (iii) the commencement of development of the elementary school on the School Property.

(c) The City hereby grants, bargains, sells and conveys to Mattamy, its contractors and agents, for the benefit of and as an appurtenance to the Phase 2A Property, a temporary and non-exclusive easement across, through, under, over and on that portion of the Phase 2B Property more particularly described on **Exhibit M** attached hereto and made a part hereof by this reference (the "**Phase 2A Fill Slope Easement Area**") for fill slope purposes, together with the right (but not the obligation) to construct and install fill slopes for the use and benefit of and to serve the Phase 2A Property (the "**Phase 2A Fill Slope Easement**"). Mattamy's use of the Phase 2A Fill Slope Easement Area shall be for the purposes of constructing a fill slope to support the lots and improvements within the Phase 2A Property over, through, or under the Phase 2A Fill Slope Easement Area, together with the rights, easements, privileges, and appurtenances in or to said land which may be required for the full enjoyment of the rights herein granted. Notwithstanding anything contained herein to the contrary, the City agrees that any fill slopes installed and maintained within the Phase 2A Fill Slope Easement Area will be for the purpose of transitioning the grading of the Phase 2B Property to the grading of the Phase 2A Property and shall be done in a good and workmanlike manner and in accordance with the Minimum Standards. The Phase 2A Fill Slope Easement adjacent to the Phase 2A Property shall automatically terminate without the need for any additional documentation upon the earlier to occur of (i) Mattamy's acquisition of the Phase 2B Property from the City, (ii) completion of the development of the lots and improvements on the Phase 2A Property immediately adjacent to the Phase 2A Fill Slope Easement Area, or (iii) the commencement of development of lots and improvements on the Phase 2A Property within the Phase 2A Fill Slope Easement Area adjacent to the Phase 2B Property.

(d) Mattamy hereby grants, bargains, sells and conveys to the City, its contractors and agents, for the benefit of and as an appurtenance to the Phase 2B Property and the School Property, a temporary and non-exclusive easement across, through, under, over and on that portion of the Phase 2A Property more particularly described on **Exhibit N** attached hereto and made a part hereof by this reference (the "**Phase 2B Fill Slope Easement Area**") for fill slope purposes, together with the right (but not the obligation) to construct and install fill slopes for the use and benefit of and to serve the Phase 2B Property and the School Property (the "**Phase 2B Fill Slope Easement**"). The City's use of the Phase 2B Fill Slope Easement Area shall be for the purposes of constructing a fill slope to support the lots and improvements within the Phase 2B Property and the elementary school on the School Property over, through, or under the Phase 2B Fill Slope Easement Area, together with the rights, easements, privileges, and appurtenances in or to said land which may be required for the full enjoyment of the rights herein granted. Notwithstanding anything contained herein to the contrary, the City agrees that any fill slopes installed and maintained within the Phase 2B Fill Slope Easement Area will be for the purpose of transitioning the grading of the Phase 2A Property to the grading of the Phase 2B Property and the School Property and shall be done in a good and workmanlike manner and in

accordance with the Minimum Standards. The Phase 2B Fill Slope Easement adjacent to the Phase 2B Property shall automatically terminate without the need for any additional documentation upon the earlier to occur of (i) Mattamy's acquisition of the Phase 2B Property from the City, (ii) completion of the development of the lots and improvements on the Phase 2B Property immediately adjacent to the Phase 2B Fill Slope Easement Area, or (iii) Mattamy's commencement of development of lots and improvements on the Phase 2A Property within the Phase 2B Fill Slope Easement Area adjacent to the Phase 2B Property. The Phase 2B Fill Slope Easement adjacent to the School Property shall automatically terminate without the need for any additional documentation upon the earlier to occur of (i) commencement of the development of the elementary school on the School Property immediately adjacent to the Phase 2B Fill Slope Easement Area, or (iii) Mattamy's commencement of development of the lots and improvements on the Phase 2A Property within the Phase 2B Fill Slope Easement Area adjacent to the School Property.

7. **Temporary Construction Easements, Temporary Staging Easements, and Temporary Access Agreement**.

(a) The City hereby grants, bargains, sells and conveys to Mattamy, its contractors and agents, for the benefit of and as an appurtenance to the Phase 2A Property, a temporary and non-exclusive easement across, through, under, over and on the Phase 2B Property for the purpose of constructing water, wastewater and reclaimed water infrastructure improvements authorized by and consistent with the Minimum Standards, including an access easement for vehicular and pedestrian access reasonably necessary for the installation of such improvements (the "**Phase 2A Temporary Construction Easement**"). Any infrastructure improvements constructed by Mattamy on the Phase 2B Property shall be constructed at Mattamy's sole cost and expense, shall remain the property of the owner of the Phase 2B Property, and shall be accepted, owned, and maintained by the owner of the Phase 2B Property at such owner's cost and expense. Any such infrastructure construction performed on the Phase 2B Property shall be done in a good and workmanlike manner and in accordance with the Minimum Standards. The City agrees to cooperate with Mattamy in the application for and processing of all governmental approvals in connection with the construction of said infrastructure, including executing such applications for governmental permits or agency authorization forms as may be required. The Phase 2A Temporary Construction Easement shall automatically terminate without the need for any additional documentation upon the earlier to occur of (i) Mattamy's acquisition of the Phase 2B Property from the City, or (ii) completion of any and all infrastructure improvements necessary to develop the Phase 2A Property, as evidenced by certificate(s) of completion for such infrastructure.

(b) Mattamy hereby grants, bargains, sells and conveys to the City, its contractors and agents, for the benefit of and as an appurtenance to the Phase 2B Property and the School Property, a temporary and non-exclusive easement across, through, under, over and on the Phase 2A Property, including but not limited to the Entry Road Property, the Spine Road Property, the Drainage Pond Property and the Storm Water Pipe Property, for the purpose of constructing any and all infrastructure improvements authorized by and consistent with the Minimum Standards, including, but not limited to, the Entry Road Improvements, the Spine Road Improvements, the Drainage Pond and the Drainage Facilities and including an access easement for vehicular and pedestrian access reasonably necessary for the installation of such

improvements (the "**Phase 2B Temporary Construction Easement**"). Any infrastructure improvements constructed by the City on the Phase 2A Property shall be constructed at the City's sole cost and expense, shall remain the property of the owner of the Phase 2A Property, and shall be accepted, owned, and maintained by the owner of the Phase 2A Property at such owner's cost and expense. Any such infrastructure construction performed on the Phase 2A Property shall be done in a good and workmanlike manner and in accordance with the Minimum Standards. Mattamy agrees to cooperate with the City in the application for and processing of all governmental approvals in connection with the construction of said infrastructure, including executing such applications for governmental permits or agency authorization forms as may be required. The Phase 2B Temporary Construction Easement shall automatically terminate without the need for any additional documentation upon the earlier to occur of (i) Mattamy's acquisition of the Phase 2B Property from the City, or (ii) completion of any and all infrastructure improvements necessary to develop the Phase 2B Property and the School Property, as evidenced by certificate(s) of completion for such infrastructure.

(c) The City hereby grants, bargains, sells and conveys to Mattamy, its contractors and agents, for the benefit of and as an appurtenance to the Phase 2A Property, a temporary and non-exclusive easement across, through, under, over and on the Phase 2B Property for the purpose of locating and maintaining construction trailers, vehicles and construction parking, the taking of deliveries, storing equipment, lumber, fill, materials and supplies and other related activities in support of Mattamy's development of the Phase 2A Property (the "**Phase 2A Staging Activities**"), and in connection therewith, pedestrian and construction vehicle access to and from the Phase 2A Property and Phase 2B Property (the "**Phase 2A Temporary Staging Easement**"). Mattamy shall not erect, construct or develop, or permit the erection, construction or development of any improvement or obstruction within the Phase 2B Property, except as otherwise permitted in this Declaration. The Phase 2A Temporary Staging Easement shall automatically terminate without the need for any additional documentation upon the earlier to occur of (i) Mattamy's acquisition of the Phase 2B Property from the City, (ii) completion of any and all infrastructure improvements necessary to develop the Phase 2A Property, as evidenced by certificate(s) of completion for such infrastructure, or (iii) commencement of development on the Phase 2B Property by a party other than Mattamy. Upon termination of the Phase 2A Temporary Staging Easement pursuant to the foregoing sections (ii) or (iii), the City shall deliver notice thereof and Mattamy shall have thirty (30) days after receipt of notice to remove all of Mattamy's personal property and equipment for the Phase 2A Staging Activities from the Phase 2B Property.

(d) Mattamy hereby grants, bargains, sells and conveys to the City its contractors and agents, for the benefit of and as an appurtenance to the Phase 2B Property, a temporary and non-exclusive easement across, through, under, over and on the Phase 2A Property for the purpose of locating and maintaining construction trailers, vehicles and construction parking, the taking of deliveries, storing equipment, lumber, fill, materials and supplies and other related activities in support of the City's development of the Phase 2B Property (the "**Phase 2B Staging Activities**"), and in connection therewith, pedestrian and construction vehicle access to and from the Phase 2B Property and Phase 2A Property (the "**Phase 2B Temporary Staging Easement**"). The City shall not erect, construct or develop, or permit the erection, construction or development of any improvement or obstruction within the Phase 2A Property, except as otherwise permitted in this Declaration. The Phase 2B Temporary Staging Easement shall

automatically terminate without the need for any additional documentation upon the earlier to occur of (i) Mattamy's acquisition of the Phase 2B Property from the City, (ii) completion of any and all infrastructure improvements necessary to develop the Phase 2B Property, as evidenced by certificate(s) of completion for such infrastructure, or (iii) commencement of development on the Phase 2A Property by Mattamy. Upon termination of the Phase 2B Temporary Staging Easement pursuant to the foregoing sections (ii) or (iii), Mattamy shall deliver notice thereof and the City shall have thirty (30) days after receipt of notice to remove all of the City's personal property and equipment for the Phase 2B Staging Activities from the Phase 2A Property.

(e) The City hereby grants, bargains, sells and conveys to Mattamy, its contractors and agents, for the benefit of and as an appurtenance to the Phase 2A Property, a temporary and non-exclusive easement across, through, under, over and on the School Property for the purpose of removing and utilizing excess fill dirt located on the School Property for the development of the Phase 2A Property, including an access easement for vehicular and pedestrian access reasonably necessary for such purposes (the "**Phase 2A Temporary Access Easement**"). Mattamy shall allow no lien to attach to the School Property arising out of work performed by, for or on behalf of Mattamy. In the event of any such lien attaching, Mattamy shall immediately pay or bond off and remove same. The Phase 2A Temporary Access Easement shall automatically terminate without the need for any additional documentation upon the earlier to occur of (i) commencement of site development by SBOC on the School Property, or (ii) Mattamy's or the City's removal of all excess fill dirt located on the School Property. The City makes no representation or warranty to Mattamy, the SBOC or any other third party as to the quantity, quality or suitability of any fill on the School Property.

8. **Indemnity; Insurance; Lien Free Condition**. Mattamy agrees to and shall indemnify, defend and hold harmless the City from and against any and all losses, liabilities, claims, damages, costs and expenses, including, without limitation, actual and reasonable attorney's fees and expenses, that the City may sustain or incur or to which it may be subjected, arising from or relating to the actions, activities or omissions of Mattamy related to this Declaration or the exercise of its rights hereunder. To the extent permitted by law, the City and any owner of the Phase 2B Property agrees to and shall indemnify, defend and hold harmless Mattamy from and against any and all losses, liabilities, claims, damages, costs and expenses, including, without limitation, actual and reasonable attorney's fees and expenses, that Mattamy may sustain or incur or to which it may be subjected, arising from or relating to the actions, activities or omissions of the City or the owner of the Phase 2B Property related to this Declaration or the exercise of its rights hereunder.

All work required or permitted to be performed by any party under this Declaration shall be performed free and clear of all materialman's liens, mechanic's liens and other liens. In the event any such lien attaches, the party responsible for the performance of such work shall, within thirty (30) days after notice that said lien has been filed, pay the claim secured by such lien or remove such lien by bond. In the event such offending party fails to do so, then non-offending party may pay and satisfy such lien or remove such lien by bond, and the offending party shall reimburse the non-offending party for all costs and expenses incurred by the non-offending party in connection therewith, including attorneys' fees and interest at the post-judgment interest rate then prevailing in the courts of Orange County, Florida.

Prior to use of any easement granted herein, the grantee of such easement shall maintain commercial general liability insurance in an aggregate sum of not less than One Million and No/100 Dollars ($1,000,000.00) combined single limit insuring against bodily injury or property damage occurring on or arising from the use by the grantee of the easements granted herein. Said insurance shall name the grantor of such easement (or its successors, as applicable) as an additional insured and shall not be cancelable by such grantee without thirty (30) days prior written notice to the grantor of such easement (or its successors, as applicable).

9. **Declaration of Restrictive Covenant**. Subject to the terms of this Declaration, Mattamy and the City do hereby agree and declare for the benefit of the Phase 2A Property and the Phase 2B Property that the Phase 2A Property and the Phase 2B Property shall be held, transferred, sold, conveyed, leased, sub-leased, occupied, and developed pursuant to the Development Standards to be developed and agreed to as part of the City's City Commission final approval of the final subdivision plan for the Phase 2A Property under review by the City as of the Effective Date (the "**Use Restriction**"). Mattamy acknowledges that the City has a material interest in ensuring that the product, plans, and details to be constructed on the Phase 2A Property and the Phase 2B Property are of a certain quality and character. The City's agreement to and approval of the Development Standards shall be in both its legislative capacity for the approval of plans over which it has jurisdiction and as the former owner of the Phase 2A Property and the then current owner of the adjacent Phase 2B Property. Notwithstanding the Development Standards being developed and agreed to as part of the approved final subdivision plan for the Phase 2A Property, the Use Restriction shall apply equally to the Phase 2B Property. The City's approval of the final subdivision plan for the Phase 2A Property is hereby conditioned upon the development and agreement on the Development Standards, the imposition of the Use Restriction on both the Phase 2A Property and the Phase 2B Property and the execution and recording of an amendment to this Declaration incorporating the Development Standards. The Use Restriction shall run with title to the Phase 2A Property and the Phase 2B Property and shall be binding upon Mattamy, the City, and their respective successors, assigns, lessees, and sub-lessees, and shall inure to the benefit of the owners of the Phase 2A Property and the Phase 2B Property. The Use Restriction may not be altered, amended, changed, or modified without the written consent of the owner of the Phase 2A Property and the Phase 2B Property and the City regardless of whether or not the City remains a property owner at such time. In addition to any other remedies which the City and the owners of the Phase 2A Property and the Phase 2B Property, their respective successors and assigns, may have at law or in equity, the City and owners of the Phase 2A Property and the Phase 2B Property shall have the right to injunctive relief in order to enforce the Use Restriction.

10. **Development of Amenity Property**. The City agrees that the Amenity Property shall only be used for the development of a lake front community amenity or public park, although as of the Effective Date the City does not know the form of the Amenity or the cost. Notwithstanding the foregoing, nothing herein shall be construed as a construction obligation or construction guaranty with respect to the Amenity. The Amenity shall be owned and operated by the City and open to the public, and to the extent permitted by Florida law, all recreational impact fees paid in connection with the development of the Phase 2A Property and the Phase 2B Property shall be utilized by the City for construction of the Amenity (the "**Amenity Impact Fees**"). The City shall be responsible for all costs associated with owning, operating, maintaining and developing the Amenity, including planning, engineering, design services, and

construction costs (the "**Amenity Costs**"). The City and Mattamy acknowledge and agree that as of the date hereof and pursuant to the requirements of the Purchase Agreement, Mattamy has paid to the City Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00) (the "**Mattamy Payment**") to be held and applied by the City to the Amenity Costs. In the event the Amenity Costs exceed the sum of the Amenity Impact Fees and the Mattamy Payment, Mattamy shall have not further obligation with respect to the Amenity Costs. In the event the sum of the Amenity Impact Fees and the Mattamy Payment exceed the Amenity Costs, the City shall have no obligation to reimburse Mattamy for any excess and the City may utilize such excess for other parks and recreation projects. The City and Mattamy acknowledge and agree the Mattamy Payment and any of the Amenity Impact Fees shall be held in a separately created "Lakefront Park" account within the City's Parks and Recreation Impact Fee Fund Account, and that such funds, up to the total of the Amenity Costs, will only be used for development of the Amenity.

11. **Notices**. All notices, consents, approvals, waivers and elections which any party shall be requested or shall desire to make or give under this Declaration shall be in writing and shall be given only by (i) hand delivery, (ii) certified mail, (iii) next day delivery by nationally recognized package delivery service, (iv) by email or (v) by facsimile transmission, with confirmation of receipt. Notices, including notice of a change of address or phone number, shall be addressed or transmitted to the addresses set forth below, or that a party may otherwise designate in the manner prescribed herein:

AS TO CITY:	City of Ocoee, Florida Attn: City Manager 150 N. Lakeshore Drive Ocoee, FL 34761 Telephone No.: (407) 905-3111 Facsimile: (407) 905-3118 Email: rfrank@ocoee.org
With a copy to:	Shuffield, Lowman & Wilson, P.A. Gateway Center 1000 Legion Place Suite 1700 Orlando, Florida 32801 Attention: Scott A. Cookson, Esquire Telephone: (407) 581-9800 Fax: (407) 581-9801 Email: scookson@shuffieldlowman.com
AS TO PURCHASER:	Mattamy Orlando LLC Attn: Alex Martin, Division President 1900 Summit Tower Blvd., Suite 500 Orlando, FL 32810 Telephone No.: (407) 599-2228 Facsimile No.: (407) 599-9998 Email: alex.martin@mattamyhomes.com

With copy to:	Mattamy Orlando LLC Attn: Leslie C. Candes, Esq., Chief Legal Counsel 1900 Summit Tower Boulevard, Suite 500 Orlando, Florida 32810 Telephone: (407) 960-3878 Fax: (321) 444-6565 Email: leslie.candes@mattamycorp.com
With copy to:	Shutts & Bowen LLP 300 South Orange Ave., Suite 1000 Orlando, Florida 32801-5403 Attention: Juli S. James, Esq. Telephone: (407) 835-6774 Fax: (407) 849-7274 Email: jjames@shutts.com

12. **Miscellaneous**.

(a) This Declaration supersedes all prior discussions and agreements between the Parties with respect to the matters contemplated by this Declaration. This Declaration contains the sole and entire understanding between the Parties with respect to the matters contemplated by this Declaration, and all promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the Parties, if any, are merged into this Declaration. This Declaration shall not be modified or amended in any respect except by written instrument executed by or on behalf of the Parties in the same manner as this Declaration is executed, and specifically referencing such a modification or amendment. In the event of a conflict between the Declaration and the Purchase Agreement, the Declaration shall control.

(b) No delay or omission of any Party hereto in the exercise of any right accruing upon any breach or default of the other Party shall impair such right or be construed to be a waiver thereof, and each such right may be exercised at any time during the continuance of such a breach or default. A waiver by any Party hereto of a breach of, or default in, any provision of this Declaration by the other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Declaration.

(c) No breach of or default in the provisions of this Declaration shall entitle any Party to cancel, rescind or otherwise terminate this Declaration or any of the rights and obligations declared hereunder, but such limitation shall not affect, in any manner, any of the other rights or remedies which any Party may have hereunder and/or at law or in equity by reason of any breach of or default in the provisions of this Agreement.

(d) In the event any Party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such owner or other person by reason of acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of another Party, adverse weather conditions preventing the performance of work or other reason beyond such Party's reasonable control, then the time for performance of such act shall extend for a period equivalent to the

period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the reasonable control of such Party.

(e) Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Mattamy Property or the City Property to the general public or for any public use or purpose whatsoever.

(f) If any provision of this Declaration, or a portion thereof, or the application thereof to any person or circumstance, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Declaration, or the application of such provision or portion thereof to any persons or circumstances, shall not be affected thereby. Each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

(g) This Declaration shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. Venue in the Ninth Judicial Circuit, Orange County, Florida.

(h) The prevailing party in any litigation involving this Declaration shall be entitled to recover from the non-prevailing party all attorneys' fees, paralegal fees and costs incurred in connection with such litigation, at arbitration, or appeal or otherwise, including reasonable attorneys' fees and paralegal fees in the enforcement of any indemnity or the Use Restriction hereunder.

(i) The section and other headings in this Declaration are for convenience only, shall in no way define or limit the scope or content of this Declaration and shall not be considered in any construction or interpretation of this Declaration, or any part hereof.

(j) This Declaration may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one agreement.

(k) All references to paragraphs or subparagraphs shall be deemed to refer to the appropriate paragraph or subparagraph of this Declaration. Unless otherwise specified in this Declaration, the terms "herein," "hereof," "hereinafter," "hereunder" and other terms of like or similar import, shall be deemed to refer to this Declaration as a whole, and not to any particular paragraph or subparagraph hereof.

(l) Except as may be expressly limited by the terms of this Declaration, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

(m) Time is and shall be of the essence in this Declaration.

(n) Each Party hereto shall have the right to modify its property in its sole discretion provided that such modification does not materially adversely impact the easements granted herein and comply with the Minimum Standards.

(o) This Declaration shall be a covenant running with title to each of the Phase 2A Property, Phase 2B Property, the Amenity Property and the School Property; shall be binding

upon and enforceable by and against the owners of such properties, together with their respective successors and assigns. The easements granted herein are for the benefit of the Phase 2A Property, Phase 2B Property, School Property and the Amenity Property, as applicable, and not for any additional property.

(p) Lien Subordination. Any security deed, mortgage or other security instrument now or hereafter affecting any portion of the Phase 2A Property and/or the Phase 2B Property shall at all times be subject and subordinate to the terms of this Declaration, and any party foreclosing any such deed, mortgage or other security instrument, or acquiring title by deed in lieu of foreclosure, shall acquire title subject to all of the terms and provisions of this Declaration.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused these presents to be executed as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

Print Name: Dana Rolon

Print Name: HEATHER BAXLEY

PURCHASER:

MATTAMY ORLANDO LLC, a Delaware limited liability company

By: _____
Printed Name: Alexander L. Martin
As its: Authorized Officer

And

By: _____
Printed Name: Leslie C. Candes
As its: Vice President

Date: June 21, 2016

Print Name: Dana Rolon

Print Name: HEATHER BAXLEY

[NOTARY APPEARS ON FOLLOWING PAGE]

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 21 day of June, 2016, by Alex Martin, authorized officer of Mattamy Orlando LLC, a Delaware limited liability company, on behalf of the company. S/He is ✓ personally known to me OR has produced _____ as identification.

D. Rolon
(Signature of Notary Public)

Dana Rolon
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: FF077656.
My Commission Expires: 12.18.17

DANA ROLON
MY COMMISSION #FF077656
EXPIRES December 18, 2017
(407) 398-0153 FloridaNotaryService.com

STATE OF FLORIDA
COUNTY OF Orange.

The foregoing instrument was acknowledged before me this 21 day of June, 2016, by Leslie C. Candes, Vice President of Mattamy Orlando LLC, a Delaware limited liability company, on behalf of the company. She is ✓ personally known to me OR has produced _____ as identification.

D. Rolon
(Signature of Notary Public)

Dana Rolon.
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: FF077656
My Commission Expires: 12-18-17

DANA ROLON
MY COMMISSION #FF077656
EXPIRES December 18, 2017
(407) 398-0153 FloridaNotaryService.com

Signed, sealed and delivered
in the presence of:

Kathy Heard
Print Name: Kathy Heard

Sharon L. Zink
Print Name: SHARON L. ZINK

CITY OF OCOEE, FLORIDA, a
Florida municipal corporation

By: Rusty Johnson
Rusty Johnson, Mayor

Attest: Nicole Griffith
City Clerk Acting

Date: June 21, 2016

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, APPROVED AS TO FORM AND LEGALITY THIS 15 DAY OF June, 2016.

SHUFFIELD, LOWMAN AND WILSON, P.A.

City Attorney

APPROVED BY THE OCOEE CITY COMMISSION AT A MEETING HELD ON June 21, 2016 UNDER AGENDA ITEM NO. 3

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 21 day of June, 2016, by Rusty Johnson, as Mayor of the City of Ocoee, Florida, a Florida municipal corporation, on behalf of the City. He is X personally known to me OR has produced _____ as identification.

Nichole DeRienzo
(Signature of Notary Public)

Nichole DeRienzo
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: FF 997378
My Commission Expires: 6/1/20

NICHOLE DERIENZO
MY COMMISSION # FF 997378
EXPIRES: June 1, 2020
Bonded Thru Notary Public Underwriters

EXHIBIT A

Legal Description – Phase 2A Property

A parcel of land located in Section 1, of Township 22 South, Range 27 East, and Section 6, Township 22 South, Range 28 East, all in Orange County, Florida; being more particularly described as follows.

Commence at the Southwest corner of Tract "F" of Ocoee Crown Point PUD Phase I, as recorded in Plat Book 63, Page 24, of the public records of Orange County, Florida, also being a point on the South line of the Southeast quarter of said Section 1; thence run along said South line of the Southeast quarter South 89°41' 40" West, a distance of 1682.25 feet; thence leaving said South line run North 00°18' 20" West, a distance of 910.45 feet to the POINT OF BEGINNING, also being the Southeast corner of a Conservation Easement recorded in Official Records Book 10450, Page 96, of the public records of Orange County, Florida; thence run the following courses along the East line of said Conservation Easement, North 21°06'03" East, a distance of 91.62 feet; thence North 05°20'20" West, a distance of 99.86 feet; thence North 12°21'33" East, a distance of 45.31 feet; thence North 15°40'37" East, a distance of 82.54 feet; thence North 07°29'04" East, a distance of 67.12 feet; thence North 00°37'59" East, a distance of 85.42 feet; thence North 01°19'34" East, a distance of 77.30 feet; thence North 07°54'49" East, a distance of 55.41 feet; thence North 40°46'11" East, a distance of 59.82 feet; thence North 07°28'42" West, a distance of 42.72 feet; thence North 07°28'42" West, a distance of 50.65 feet; thence North 10°41'55" West, a distance of 54.29 feet; thence North 20°46'17" East, a distance of 62.89 feet; thence North 07°37'22" West, a distance of 29.33 feet; thence North 77°14'29" East, a distance of 55.84 feet; thence North 06°00'10" East, a distance of 174.71 feet; thence North 04°49'05" East, a distance of 111.98 feet; thence North 32°05'41" East, a distance of 33.66 feet; thence North 31°21'59" East, a distance of 104.66 feet; thence North 02°40'11" East, a distance of 53.85 feet; thence North 03°41'55" East, a distance of 70.28 feet; thence North 20°51'18" East, a distance of 183.22 feet; thence North 38°39'29" East, a distance of 75.02 feet; thence North 35°09'45" East, a distance of 123.35 feet; thence North 35°09'45" East, a distance of 15.37 feet; thence North 56°39'29" East, a distance of 68.13 feet; thence North 54°14'56" East, a distance of 37.50 feet; thence North 34°26'13" East, a distance of 121.22 feet; thence North 21°52'16" East, a distance of 102.91 feet; thence North 00°26'05" East, a distance of 121.76 feet; thence North 15°33'39" East, a distance of 105.91 feet; thence North 25°07'27" East, a distance of 99.84 feet; thence leaving the East line of said Conservation Easement run South 74°58'27" East, a distance of 490.06 feet; thence North 39°44'15" East a distance of 72.26 feet to the point of curvature of a curve concave southeasterly, having a radius of 345.00 feet, a central angle of 08°17'33", a chord bearing of North 43°53'01" East and a chord distance of 49.89 feet, thence run northerly along the arc of said curve a distance of 49.93 feet; thence South 41°58'13" East a distance of 30.00 feet to a point on a non-tangent curve concave southerly, having a radius of 315.00 feet, a central angle of 42°46'01", a chord bearing of North 69°24'48" East and a chord distance of 229.70 feet, thence run northerly along the arc of said curve a distance of 235.12 feet; thence South 89°12'12" East a distance of 118.27 feet to the point of curvature of a curve concave southwesterly, having a radius of 280.00 feet, a central angle of 90°41'33", a chord bearing of South 43°51'25" East and a chord distance of 398.37 feet, thence run southeasterly along the arc of said curve a distance of 443.21 feet; thence South 01°29'22" West a distance of

195.16 feet to the point of curvature of a curve concave northeasterly, having a radius of 70.00 feet, a central angle of 96°24'12", a chord bearing of South 46°42'44" East and a chord distance of 104.37 feet, thence run southeasterly along the arc of said curve a distance of 117.78 feet; thence North 85°05'10" East a distance of 86.13 feet to a point on the southerly line of Tract "A" of said Ocoee Crown Point PUD Phase I plat; thence run along said southerly line the following four courses: North 85°05'10" East a distance of 702.39 feet to the point of curvature of a curve concave southwesterly, having a radius of 155.00 feet, a central angle of 72°51'15", a chord bearing of South 58°29'12" East and a chord distance of 184.08 feet, thence run southeasterly along the arc of said curve a distance of 197.09 feet; thence South 22°03'35" East a distance of 41.77 feet to the point of curvature of a curve concave northeasterly, having a radius of 12.00 feet, a central angle of 67°58'32", a chord bearing of South 56°02'51" East and a chord distance of 13.42 feet, thence run southeasterly along the arc of said curve a distance of 14.24 feet to a point on the northerly Right of Way line of Ocoee Crown Point Parkway as shown on said Ocoee Crown Point PUD Phase I plat; said point being on a non-tangent curve concave southeasterly, having a radius of 100.00 feet, a central angle of 43°20'53", a chord bearing of South 68°17'27" West and a chord distance of 73.87 feet, thence run westerly along said Right of Way line and the arc of said curve a distance of 75.66 feet to a point on the easterly line of Tract "B" of said Ocoee Crown Point PUD Phase I plat, said point also being a point on a non-tangent curve concave westerly, having a radius of 10.00 feet, a central angle of 68°40'35", a chord bearing of North 12°16'43" East and a chord distance of 11.28 feet, thence run northerly along said easterly line and arc of said curve a distance of 11.99 feet; thence continue along the boundary line of said Tract "B" the following five courses, North 22°03'35" West a distance of 43.13 feet to the point of curvature of a curve concave southwesterly, having a radius of 95.00 feet, a central angle of 72°51'16", a chord bearing of North 58°29'12" West and a chord distance of 112.82 feet, thence run northwesterly along the arc of said curve a distance of 120.80 feet; thence South 85°05'10" West, a distance of 612.39 feet; thence South 36°32'27" East, a distance of 13.08 feet; thence South 04°54'50" East a distance of 74.37 feet to the point of curvature of a curve concave easterly, having a radius of 57.55 feet, a central angle of 28°22'43", a chord bearing of South 19°06'12" East and a chord distance of 28.21 feet, thence run southerly along the arc of said curve a distance of 28.50 feet; thence South 33°17'33" East, a distance of 235.28 feet to the northerly corner of Tract "D" of said Ocoee Crown Point PUD Phase I plat; thence leaving said boundary line of said Tract "B", run the following two courses along said Tract "D", South 57°12'04" West, a distance of 54.25 feet; thence South 32°47'56" East a distance of 56.17 feet to return to said boundary line of Tract "B" and being a point on a non-tangent curve concave southerly, having a radius of 2340.00 feet, a central angle of 00°40'43", a chord bearing of South 55°44'38" West and a chord distance of 27.72 feet, thence run along said boundary line and arc of said curve a distance of 27.72 feet; thence continue along said boundary line the following two courses, South 55°24'17" West, a distance of 53.06 feet; thence South 34°35'43" East, a distance of 10.00 feet to a point on said westerly Right of Way line of Ocoee Crown Point Parkway; thence run the following two courses along said Right of Way, South 55°24'17" West a distance of 383.82 feet to the point of curvature of a curve concave southeasterly, having a radius of 733.73 feet, a central angle of 11°03'46", a chord bearing of South 49°52'24" West and a chord distance of 141.45 feet, thence run southwesterly along the arc of said curve a distance of 141.67 feet; thence leaving said Right of Way line run North 45°39'29" West, a distance of 49.21 feet to the point of curvature of a curve concave southerly, having a radius of 250.00 feet, a central angle of 48°32'00", a chord bearing of North 69°55'29" West and a chord distance of

205.49 feet, thence run northwesterly along the arc of said curve a distance of 211.77 feet; thence South 85°48'31" West a distance of 371.78 feet to a point on a non-tangent curve concave westerly, having a radius of 1150.00 feet, a central angle of 26°30'27", a chord bearing of South 10°38'59" West and a chord distance of 527.31 feet, thence run southerly along the arc of said curve a distance of 532.04 feet; thence South 23°54'12" West, a distance of 10.94 feet; thence North 66°05'48" West, a distance of 124.00 feet; thence South 23°54'12" West a distance of 283.23 feet to the point of curvature of a curve concave easterly, having a radius of 974.00 feet, a central angle of 02°30'06", a chord bearing of South 22°39'09" West and a chord distance of 42.53 feet, thence run southwesterly along the arc of said curve a distance of 42.53 feet to a point of compound curvature of a curve concave northeasterly, having a radius of 25.00 feet, a central angle of 93°04'50", a chord bearing of South 25°08'19" East and a chord distance of 36.29 feet, thence run southeasterly along the arc of said curve a distance of 40.61 feet; thence South 18°19'16" West a distance of 52.00 feet to a point on a non-tangent curve said curve concave southerly, having a radius of 25.00 feet, a central angle of 93°04'50", a chord bearing of South 61°46'51" West and a chord distance of 36.29 feet, thence run southwesterly along the arc of said curve a distance of 40.61 feet to a point of compound curvature of a curve concave easterly, having a radius of 974.00 feet, a central angle of 15°14'26", a chord bearing of South 07°37'13" West and a chord distance of 258.32 feet, thence run southerly along the arc of said curve a distance of 259.08 feet; thence South 00°00'00" West, a distance of 132.84 feet; thence South 89°44'27" West, a distance of 158.10 feet; thence South 00°15'43" East, a distance of 54.00 feet; thence South 89°44'27" West, a distance of 47.00 feet; thence North 00°15'33" West, a distance of 54.00 feet; thence South 89°44'27" West, a distance of 12.91 feet; thence North 00°15'33" West, a distance of 52.00 feet; thence North 89°44'27" East a distance of 141.35 feet to the point of curvature of a curve concave northwesterly, having a radius of 25.00 feet, a central angle of 89°44'27", a chord bearing of North 44°52'13" East and a chord distance of 35.28 feet, thence run northeasterly along the arc of said curve a distance of 39.16 feet; thence North 00°00'00" East a distance of 56.19 feet to the point of curvature of a curve concave easterly, having a radius of 1026.00 feet, a central angle of 15°32'23", a chord bearing of North 07°46'11" East and a chord distance of 277.42 feet, thence run northerly along the arc of said curve a distance of 278.27 feet to a point of reverse curvature of a curve concave southwesterly, having a radius of 25.00 feet, a central angle of 87°13'07", a chord bearing of North 28°04'11" West and a chord distance of 34.49 feet, thence run northwesterly along the arc of said curve a distance of 38.06 feet; thence North 18°19'16" East, a distance of 52.00 feet; thence North 71°40'44" West, a distance of 99.94 feet to a point on a non-tangent curve concave southeasterly, having a radius of 1150.00 feet, a central angle of 04°17'13", a chord bearing of North 21°45'36" East and a chord distance of 86.02 feet, thence run northerly along the arc of said curve a distance of 86.04 feet; thence North 23°54'12" East, a distance of 294.17 feet to the point of curvature of a curve concave westerly, having a radius of 850.00 feet, a central angle of 24°53'15", a chord bearing of North 11°27'35" East and a chord distance of 366.32 feet, thence run northerly along the arc of said curve a distance of 369.21 feet to an intersection with a non-tangent curve concave northerly, having a radius of 1228.67 feet, a central angle of 07°59'36", a chord bearing of North 72°57'16" West and a chord distance of 171.27 feet, thence run westerly along the arc of said curve a distance of 171.41 feet; thence North 68°57'28" West a distance of 329.74 feet to a point on a non-tangent curve concave easterly, having a radius of 996.00 feet, a central angle of 30°11'29", a chord bearing of South 15°05'45" West and a chord distance of 518.78 feet, thence run southerly along the arc of said curve a distance of 524.83 feet; thence South 00°00'00" East,

a distance of 705.22 feet; thence South 89°46'15" West, a distance of 312.30 feet to the POINT OF BEGINNING.

EXHIBIT B

Legal Description – Phase 2B Property

A portion of land located in Section 1, of Township 22 South, Range 27 East, Orange County, Florida; being more particularly described as follows.

Commence at the southwest corner of Tract "F" of Ocoee Crown Point PUD Phase 1, as recorded in Plat Book 63, Page 24 of the public records of Orange County, Florida, also being a point on the South line of the southeast quarter of said Section 1; thence run along said South line of the southeast quarter South 89° 41' 40" West, a distance of 109.23 feet to the POINT OF BEGINNING; thence continue along said South line South 89° 41' 40" West, a distance of 1189.93 feet; thence leaving said South line run North 13° 15' 47" West, a distance of 98.01 feet; thence North 30° 12' 05" West, a distance of 21.73 feet; thence North 16° 07' 22" West, a distance of 19.22 feet; thence North 31° 26' 14" West, a distance of 71.54 feet; thence North 17° 31' 21" West, a distance of 74.88 feet; thence North 52° 39' 47" West, a distance of 40.61 feet; thence North 19° 10' 25" West, a distance of 61.60 feet; thence North 41° 09' 36" West, a distance of 51.23 feet; thence North 31° 26' 13" West, a distance of 73.05 feet; thence North 49° 22' 17" West, a distance of 26.29 feet; thence North 23° 32' 24" West, a distance of 8.02 feet; thence North 25° 50' 54" West, a distance of 61.31 feet; thence North 26° 07' 51" West, a distance of 104.08 feet; thence North 06° 54' 53" West, a distance of 67.60 feet; thence South 74° 27' 21" West, a distance of 26.25 feet; thence North 15° 23' 50" West, a distance of 27.32 feet; thence North 11° 02' 27" West, a distance of 17.25 feet; thence North 14° 03' 57" West, a distance of 24.42 feet; thence North 15° 28' 29" West, a distance of 27.71 feet; thence North 16° 11' 03" West, a distance of 28.92 feet; thence North 16° 37' 38" West, a distance of 26.82 feet; thence North 16° 53' 16" West, a distance of 20.38 feet; thence North 13° 58' 23" West, a distance of 21.70 feet; thence North 21° 06' 03" East, a distance of 41.51 feet; thence North 89° 46' 15" East, a distance of 312.30 feet; thence North 00° 00' 00" East a distance of 705.22 feet to the point of curvature of a curve concave easterly, having a radius of 996.00 feet, a central angle of 30° 11' 29", a chord bearing of North 15° 05' 45" East and a chord distance of 518.78 feet, thence run northerly along the arc of said curve a distance of 524.83 feet; thence South 68° 57' 28" East a distance of 329.74 feet to the point of curvature of a curve concave northerly, having a radius of 1228.67 feet, a central angle of 07° 59' 36", a chord bearing of South 72° 57' 16" East and a chord distance of 171.27 feet, thence run easterly along the arc of said curve a distance of 171.41 feet to the point of intersection with a non-tangent curve concave westerly, having a radius of 850.00 feet, a central angle of 24° 53' 15", a chord bearing of South 11° 27' 35" West and a chord distance of 366.32 feet, thence run southerly along the arc of said curve a distance of 369.21 feet; thence South 23° 54' 12" West a distance of 294.17 feet to the point of curvature of a curve concave easterly, having a radius of 1150.00 feet, a central angle of 04° 17' 13", a chord bearing of South 21° 45' 36" West and a chord distance of 86.02 feet, thence run southerly along the arc of said curve a distance of 86.04 feet; thence South 71° 40' 44" East, a distance of 99.94 feet; thence South 18° 19' 16" West a distance of 52.00 feet to a point on a non-tangent curve concave southwesterly, having a radius of 25.00 feet, a central angle of 87° 13' 07", a chord bearing of South 28° 04' 11" East and a chord distance of 34.49 feet, thence run southerly along the arc of said curve a distance of 38.06 feet to a point of reverse curvature of a curve concave easterly, having a radius of 1026.00 feet, a central angle of 15° 32' 23", a chord bearing of South

07° 46' 11" West and a chord distance of 277.42 feet, thence run southerly along the arc of said curve a distance of 278.27 feet; thence South 00° 00' 00" East a distance of 56.19 feet to the point of curvature of a curve concave northwesterly, having a radius of 25.00 feet, a central angle of 89° 44' 27", a chord bearing of South 44° 52' 13" West and a chord distance of 35.28 feet, thence run westerly along the arc of said curve a distance of 39.16 feet; thence South 89° 44' 27" West, a distance of 141.35 feet; thence South 00° 15' 33" East, a distance of 52.00 feet; thence North 89° 44' 27" East, a distance of 12.91 feet; thence South 00° 15' 33" East, a distance of 54.00 feet; thence North 89° 44' 27" East, a distance of 47.00 feet; thence North 00° 15' 33" West, a distance of 54.00 feet; thence North 89° 44' 27" East, a distance of 158.10 feet; thence North 00° 00' 00" East a distance of 132.84 feet to the point of curvature of a curve concave easterly, having a radius of 974.00 feet, a central angle of 15° 14' 26", a chord bearing of North 07° 37' 13" East and a chord distance of 258.32 feet, thence run northerly along the arc of said curve a distance of 259.08 feet to a point of compound curvature of a curve concave southerly, having a radius of 25.00 feet, a central angle of 93° 04' 50", a chord bearing of North 61° 46' 51" East and a chord distance of 36.29 feet, thence run easterly along the arc of said curve a distance of 40.61 feet; thence North 18° 19' 16" East, a distance of 52.00 feet; thence South 71° 40' 44" East a distance of 205.63 feet to the point of curvature of a curve concave southwesterly, having a radius of 76.00 feet, a central angle of 85° 37' 25", a chord bearing of South 28° 52' 02" East and a chord distance of 103.30 feet, thence run southerly along the arc of said curve a distance of 113.58 feet to a point of reverse curvature of a curve concave easterly, having a radius of 748.00 feet, a central angle of 05° 42' 32", a chord bearing of South 11° 05' 25" West and a chord distance of 74.50 feet, thence run southerly along the arc of said curve a distance of 74.53 feet; thence North 89° 45' 07" East, a distance of 490.23 feet; thence North 00° 00' 00" East, a distance of 39.66 feet to the South Right of Way line of Ocoee Crown Point Parkway as shown on said Ocoee Crown Point PUD Phase 1 plat; thence run along said South Right of Way line North 90° 00' 00" East, a distance of 80.00 feet to the westerly boundary line of said Ocoee Crown Point PUD Phase 1 plat; thence leaving said South Right of Way line run the following two courses along said westerly boundary line South 00° 00' 00" East a distance of 399.74 feet to the point of curvature of a curve concave easterly, having a radius of 500.00 feet, a central angle of 17° 01' 29", a chord bearing of South 08° 30' 45" East and a chord distance of 148.02 feet, thence run southerly along the arc of said curve a distance of 148.57 feet; thence leaving said westerly boundary line run South 72° 58' 31" West, a distance of 80.00 feet; thence South 89° 45' 07" West, a distance of 55.42 feet; thence South 00° 00' 00" West, a distance of 413.21 feet to the POINT OF BEGINNING.

Said parcel contains 44.984 Acres more or less.

EXHIBIT C

Legal Description – Amenity Property

LEGAL DESCRIPTION

A portion of land being in the northeast quarter of Section 1, Township 22 South, Range 27 East, Orange County Florida, being more particularly described as follows:

BEGIN at the southwesterly corner of Tract "A" as shown on the plat Ocoee Crown Point PUD Phase I, Plat Book 63, Page 24 of the Official Records of Orange County, Florida; thence run South 85° 05' 10" West a distance of 86.13 feet to the point of curvature of a curve concave northeasterly, having a radius of 70.00 feet, a central angle of 96° 24' 12", a chord bearing of North 46° 42' 44" West and a chord distance of 104.37 feet, thence run northwesterly along the arc of said curve a distance of 117.78 feet; thence North 01° 29' 22" East a distance of 195.16 feet to the point of curvature of a curve concave southwesterly, having a radius of 280.00 feet, a central angle of 90° 41' 33", a chord bearing of North 43° 51' 25" West and a chord distance of 398.37 feet, thence run northwesterly along the arc of said curve a distance of 443.21 feet; thence North 89° 12' 12" West a distance of 118.27 feet to the point of curvature of a curve concave southerly, having a radius of 315.00 feet, a central angle of 42° 46' 01", a chord bearing of South 69° 24' 48" West and a chord distance of 229.70 feet, thence run westerly along the arc of said curve a distance of 235.12 feet; thence North 41° 58' 13" West a distance of 30.00 feet to a point on a non-tangent curve concave southeasterly, having a radius of 345.00 feet, a central angle of 08° 17' 33", a chord bearing of South 43° 53' 01" West and a chord distance of 49.89 feet, thence run southwesterly along the arc of said curve a distance of 49.93 feet; thence South 39° 44' 15" West, a distance of 72.26 feet; thence North 74° 58' 27" West, a distance of 490.06 feet to a point on the easterly limits of the conservation easement described in Official Records Book 10450, Page 96, Official Records of Orange County Florida; thence run along said easterly limits North 25° 07' 27" East, a distance of 148.09 feet; thence North 30° 32' 25" East, a distance of 87.87 feet; thence North 47° 17' 32" East, a distance of 105.80 feet; thence North 48° 45' 59" East, a distance of 126.46 feet; thence North 70° 54' 49" East, a distance of 95.73 feet; thence North 30° 01' 58" East, a distance of 79.28 feet; thence North 49° 06' 34" West, a distance of 25.46 feet; thence North 30° 01' 58" East, a distance of 39.53 feet; thence North 14° 00' 51" East, a distance of 69.65 feet; thence North 46° 56' 08" West, a distance of 21.50 feet; thence North 27° 56' 33" West, a distance of 42.72 feet; thence North 34° 26' 59" West, a distance of 73.33 feet; thence North 24° 18' 03" West, a distance of 46.42 feet; thence North 14° 06' 05" East, a distance of 3.63 feet; thence leaving said easterly line run North 89° 55' 25" East, a distance of 19.16 feet to the westerly line of the conservation easement described in said Official Records Book 10450, Page 96; thence run along said westerly line South 29° 55' 33" East, a distance of 3.09 feet; thence South 43° 51' 41" East, a distance of 48.96 feet; thence South 39° 13' 42" East, a distance of 98.32 feet; thence South 43° 50' 53" East, a distance of 13.93 feet; thence continue South 43° 50' 53" East, a distance of 53.43 feet; thence South 69° 43' 01" East, a distance of 73.34 feet; thence South 71° 05' 39" East, a distance of 51.82 feet; thence South 70° 11' 31" East, a distance of 18.46 feet; thence South 19° 33' 09" West, a distance of 25.00 feet; thence South 70° 11' 31" East, a distance of 56.35 feet; thence South 70° 33' 33" East, a distance of 127.32 feet; thence South 88° 07' 05" East, a distance of 71.95 feet; thence South 68° 13' 03" East, a distance of 78.04 feet; thence South 35° 09' 19" East, a distance of 113.20 feet; thence South 36° 38' 56" East, a distance of 47.55 feet; thence South 40° 36' 57" East, a distance of 108.03 feet; thence South 43° 10' 13" East, a distance of 93.87 feet; thence South 07° 21' 48" East, a distance of 114.60 feet; thence South 54° 36' 15" East, a distance of 42.39 feet; thence South 06° 18' 04" East, a distance of 87.84 feet; thence South 06° 11' 25" East, a distance of 59.01 feet; thence South 00° 34' 55" West, a distance of 75.16 feet; thence South 02° 47' 41" East a distance of 29.06 feet to a point on a non-tangent curve concave westerly, having a radius of 325.00 feet, a central angle of 07° 26' 19", a chord bearing of South 06° 22' 49" East and a chord distance of 42.16 feet, thence run southerly along the arc of said curve a distance of 42.19 feet; thence South 00° 20' 41" West, a distance of 34.08 feet; thence South 03° 59' 39" West, a distance of 43.37 feet; thence South 04° 01' 25" West a distance of 49.41 feet to the point of curvature of a curve concave easterly, having a radius of 100.00 feet, a central angle of 50° 46' 21", a chord bearing of South 21° 21' 46" East and a chord distance of 85.74 feet, thence run southerly along the arc of said curve a distance of 88.61 feet; thence South 59° 02' 36" East, a distance of 13.68 feet; thence South 71° 43' 52" East, a distance of 42.59 feet to a point on the aforementioned Tract "A"; thence run along the boundary of said Tract "A" South 86° 40' 12" East, a distance of 24.52 feet to the POINT OF BEGINNING.

Said lands contain 11.995 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 ASSUMED AND BASED ON THE SOUTH LINE OF TRACT "A" AS SHOWN ON OCOEE CROWN POINT PUD PHASE 1, PLAT BOOK 63, PAGE 24, OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, BEING NORTH 85°05'10" EAST.

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-17.05 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

ELI [illegible] DATE
[illegible] PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. [illegible]

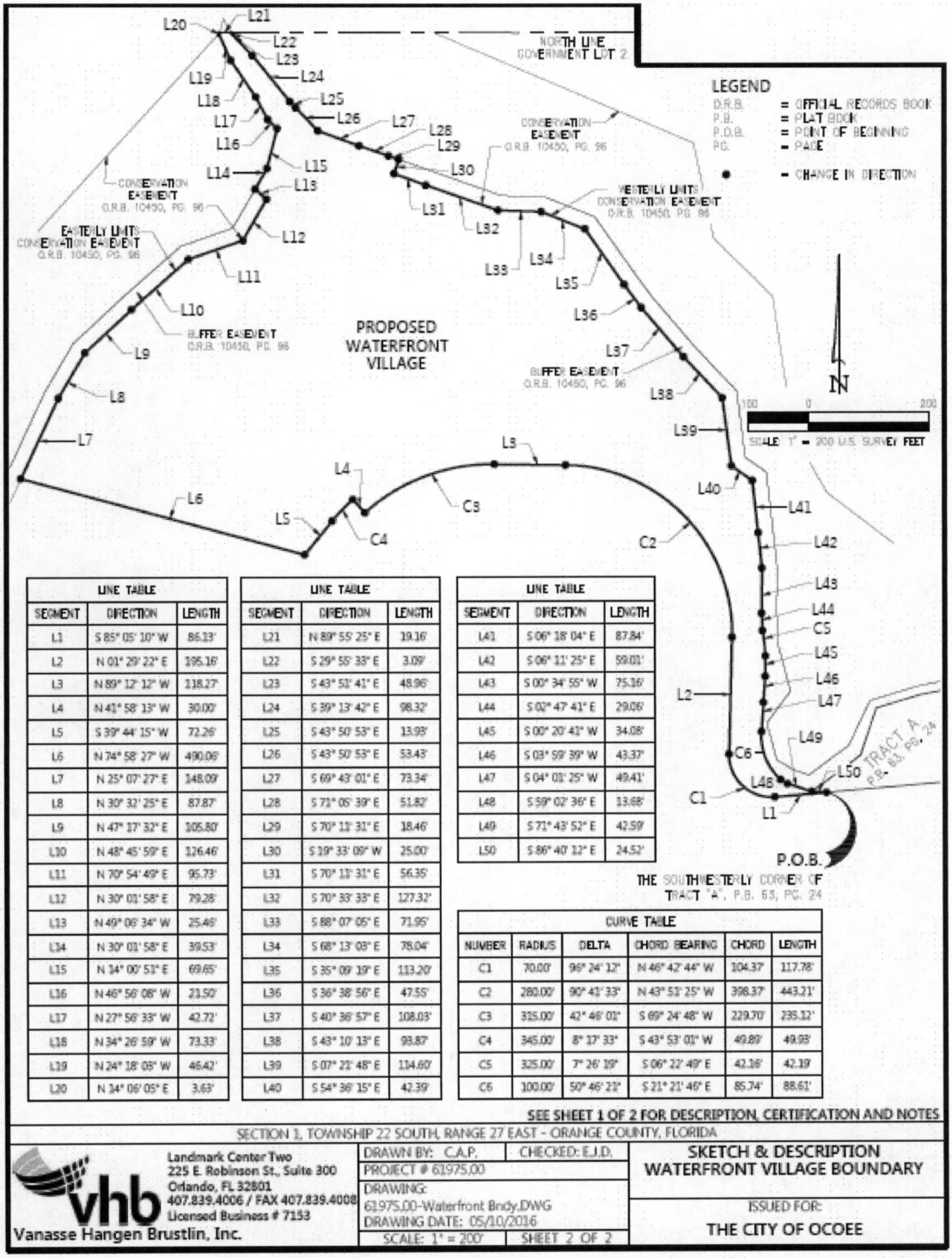
SECTION 1, TOWNSHIP 22 SOUTH, RANGE 27 EAST - ORANGE COUNTY, FLORIDA

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: C.A.P.	CHECKED: E.J.D.
PROJECT # 61975.00	
DRAWING: 61975.00-Waterfront Brody.DWG	
DRAWING DATE: 06/10/2016	
SHEET 1 OF 2	

SKETCH & DESCRIPTION
WATERFRONT VILLAGE BOUNDARY

ISSUED FOR:
THE CITY OF OCOEE



LINE TABLE		
SEGMENT	DIRECTION	LENGTH
L1	S 85° 05' 10" W	86.13'
L2	N 01° 29' 22" E	195.16'
L3	N 89° 12' 12" W	118.27'
L4	N 41° 58' 13" W	30.00'
L5	S 39° 44' 15" W	72.26'
L6	N 74° 58' 27" W	490.06'
L7	N 25° 07' 27" E	148.09'
L8	N 30° 32' 25" E	87.87'
L9	N 47° 17' 32" E	105.80'
L10	N 48° 45' 59" E	126.46'
L11	N 70° 54' 49" E	95.73'
L12	N 30° 01' 58" E	79.28'
L13	N 49° 06' 34" W	25.46'
L14	N 30° 01' 58" E	39.53'
L15	N 14° 00' 51" E	69.65'
L16	N 46° 56' 08" W	21.50'
L17	N 27° 56' 33" W	42.72'
L18	N 34° 26' 59" W	73.33'
L19	N 24° 18' 08" W	46.42'
L20	N 14° 06' 05" E	3.63'

LINE TABLE		
SEGMENT	DIRECTION	LENGTH
L21	N 89° 55' 25" E	19.16'
L22	S 29° 55' 33" E	3.09'
L23	S 43° 51' 41" E	48.96'
L24	S 39° 13' 42" E	98.32'
L25	S 43° 50' 53" E	13.98'
L26	S 43° 50' 53" E	53.43'
L27	S 69° 43' 01" E	73.34'
L28	S 71° 05' 39" E	51.82'
L29	S 70° 11' 31" E	18.46'
L30	S 19° 33' 09" W	25.00'
L31	S 70° 11' 31" E	56.35'
L32	S 70° 33' 33" E	127.32'
L33	S 88° 07' 05" E	71.95'
L34	S 68° 13' 03" E	78.04'
L35	S 35° 09' 19" E	113.20'
L36	S 36° 38' 56" E	47.55'
L37	S 40° 36' 57" E	108.03'
L38	S 43° 10' 13" E	93.87'
L39	S 07° 21' 48" E	114.60'
L40	S 54° 36' 15" E	42.39'

LINE TABLE		
SEGMENT	DIRECTION	LENGTH
L41	S 06° 18' 04" E	87.84'
L42	S 06° 11' 25" E	59.01'
L43	S 00° 34' 55" W	75.16'
L44	S 02° 47' 41" E	29.06'
L45	S 00° 20' 41" W	34.08'
L46	S 03° 59' 39" W	43.37'
L47	S 04° 01' 25" W	49.41'
L48	S 59° 02' 36" E	13.68'
L49	S 71° 43' 52" E	42.59'
L50	S 86° 40' 12" E	24.52'

CURVE TABLE					
NUMBER	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	70.00'	96° 24' 12"	N 46° 42' 44" W	104.37'	117.78'
C2	280.00'	90° 41' 33"	N 43° 51' 25" W	398.37'	443.21'
C3	315.00'	42° 46' 01"	S 69° 24' 48" W	229.70'	235.12'
C4	345.00'	8° 17' 33"	S 43° 53' 01" W	49.80'	49.93'
C5	325.00'	7° 26' 19"	S 06° 22' 49" E	42.16'	42.19'
C6	100.00'	50° 46' 21"	S 21° 21' 46" E	85.74'	88.61'

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: C.A.P. CHECKED: E.J.D.
PROJECT # 61975.00
DRAWING: 61975.00-Waterfront Bndy.DWG
DRAWING DATE: 05/10/2016
SCALE: 1" = 200' SHEET 2 OF 2

SKETCH & DESCRIPTION
WATERFRONT VILLAGE BOUNDARY

ISSUED FOR:
THE CITY OF OCOEE

EXHIBIT D

Legal Description – School Property

SEE SHEET 2 OF 2 FOR SKETCH

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 Lot 1, Ocoee Crown Point PUD Phase 1, as recorded in Plat Book 63, Page 24, of the Public Records of Orange County, Florida; thence the following courses and distances along the Westerly boundary line of said Lot 1, being a point on a non-tangent curve concave Easterly, having a radius of 500.00 feet, a central angle of 12° 00' 52" and a chord of 104.65 that bears North 06° 00' 26" West, thence along the arc of said curve a distance of 104.85 feet to the point of tangency; thence North 00° 00' 00" East, 399.74 feet; thence North 90° 00' 00" West, 80.00 feet to the Point of Beginning; thence South 00° 00' 00" East along said Westerly boundary line of Lot 1 a distance of 39.66 feet; thence leaving said Westerly boundary line, run South 89° 45' 07" West, 490.23 feet to the point on a non-tangent curve concave Easterly, having a radius of 748.00 feet, a central angle of 5° 42' 32" and a chord of 74.50 feet that bears North 11° 05' 25" East; thence along the arc of said curve a distance of 74.53 feet to the point of tangency to the point of reverse curvature of a curve to the left, having a radius of 76.00 feet and a central angle of 85° 37' 25"; thence along the arc of said curve a distance of 113.58 feet to the point of tangency; thence North 71° 40' 44" West, 205.63 feet to the point of curvature of a curve to the right, having a radius of 25.00 feet and a central angle of 93° 04' 50"; thence along the arc of said curve a distance of 40.61 feet to the point of compound curvature of a curve to the right, having a radius of 974.00 feet and a central angle of 2° 30' 06"; thence along the arc of said curve a distance of 42.53 feet to the point of tangency; thence North 23° 54' 12" East, 283.23 feet; thence South 66° 05' 48" East, 124.00 feet; thence North 23° 54' 12" East, 10.94 feet to the point of curvature of a curve to the left, having a radius of 1150.00 feet and a central angle of 26° 30' 27"; thence along the arc of said curve a distance of 532.04 feet; thence North 85° 48' 31" East, 371.78 feet to the point of curvature of a curve to the right, having a radius of 250.00 feet and a central angle of 48° 32' 00"; thence along the arc of said curve a distance of 211.77 feet to the point of tangency; thence South 45° 39' 29" East, 19.21 feet to the aforementioned Westerly boundary line of said Lot 1; thence the following courses and distances along said Westerly boundary line, being a point on the cusp of a curve concave Easterly, having a radius of 733.73 feet, a central angle of 44° 20' 31" and a chord of 553.78 feet that bears South 22° 10' 16" West; thence along the arc of said curve a distance of 567.84 feet to the point of tangency; thence South 00° 00' 00" East, 257.27 feet; thence South 40° 51' 19" West, 48.92 feet; thence South 00° 00' 00" East, 50.00 feet; thence South 40° 51' 19" East, 48.92 feet; thence South 00° 00' 00" East, 23.59 feet to the Point of Beginning.

Said parcel contains 13.51 acres, more or less.

Vanasse Hangen Brustlin, Inc.
Landmark Center Two
225 E. Robinson St., Suite 300
Orlando, FL 32801
407 839 4006 • FAX 407 839 4008
Licensed Survey Business LB7153
Transportation
Land Development
Environmental Services

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 A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE LAND DESCRIPTION HEREON WAS WRITTEN BY THIS SURVEYOR AT THE DIRECTION OF THE CLIENT.
4. BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY BOUNDARY LINE OF LOT 1, OCOEE CROWN POINT PUD PHASE 1, AS RECORDED IN PLAT BOOK 63, PAGE 24, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING SOUTH 00° 00' 00" WEST.

Field By	Drawn by CAP	Checked by JLD
Scale 1" = 600'	Date 05/28/2015	

Project Title

SKETCH & DESCRIPTION
OCOEE CROWN POINT
ELEMENTARY SCHOOL SITE

Issued for

CITY OF OCOEE

Project Number

61975.00-SK&DESC-ELEM-SCHOOL.DWG SHEET 1 OF 2

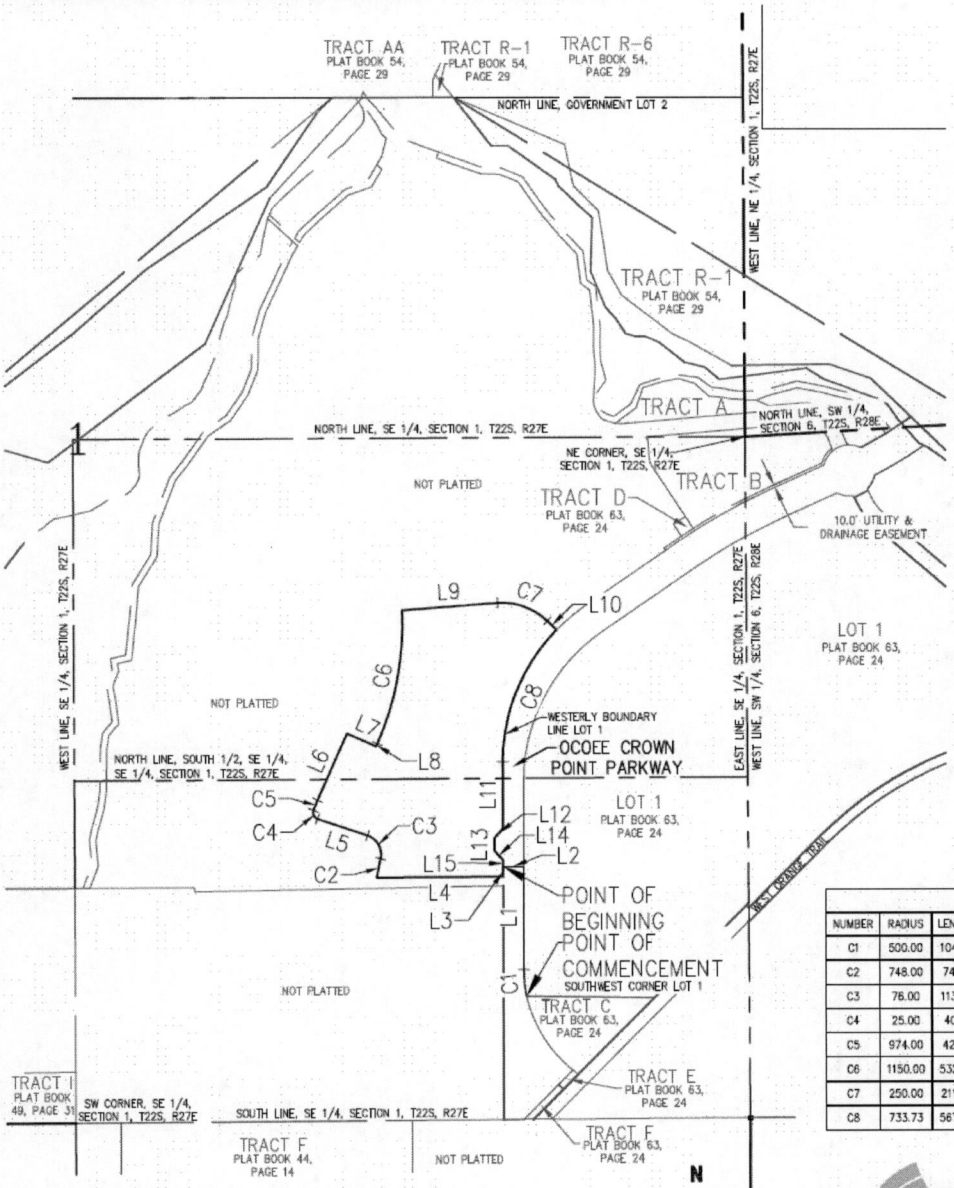
CERTIFICATION

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-17.05 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

For the firm by:

James L. Diorio, P.S.M.
Professional Surveyor and Mapper
Florida License No. 6397

SEE SHEET 1 OF 2 FOR DESCRIPTION, CERTIFICATION, AND NOTES



Parcel Line Data		
Segment	Direction	Length
L1	N0° 00' 00"W	398.74
L2	N90° 00' 00"W	80.00
L3	S0° 00' 00"E	39.66
L4	S89° 45' 07"W	490.23
L5	N71° 40' 44"W	205.63
L6	N23° 54' 12"E	283.23
L7	S66° 05' 48"E	124.00
L8	N23° 54' 12"E	10.94
L9	N85° 48' 31"E	371.78
L10	S45° 39' 29"E	49.21
L11	S0° 00' 00"E	257.27
L12	S40° 51' 19"W	48.92
L13	S0° 00' 00"E	50.00
L14	S40° 51' 19"E	48.92
L15	S0° 00' 00"W	23.59

Parcel Curve Data					
NUMBER	RADIUS	LENGTH	DELTA	CHORD	CHORD BEARING
C1	500.00	104.85	012°00'52"	104.65	N6° 00' 26"W
C2	748.00	74.53	005°42'32"	74.50	N11° 05' 25"E
C3	76.00	113.58	085°37'25"	103.30	N28° 52' 02"W
C4	25.00	40.81	093°04'50"	36.29	N25° 08' 19"W
C5	974.00	42.53	002°30'06"	42.53	N22° 39' 09"E
C6	1150.00	532.04	026°30'27"	527.31	N10° 38' 59"E
C7	250.00	211.77	048°32'00"	205.49	S69° 55' 29"E
C8	733.73	567.84	044°20'31"	553.78	S22° 10' 16"W

Field By	Drawn by	Checked by
	CAP	JLD
Scale	Date	
1" = 600'	05/28/2015	

Project Title

SKETCH & DESCRIPTION
OCOEE CROWN POINT
ELEMENTARY SCHOOL SITE

Issued for

CITY OF OCOEE

Project Number

61975.00-SK&DESC-ELEM-SCHOOL.DWG

N

0 600 1200

SCALE IN FEET

SHEET 2 OF 2

Vanasse Hangen Brustlin, Inc.
Landmark Center Two
225 E. Robinson St., Suite 300
Orlando, FL 32801
407 839 4006 • FAX 407 839 4008
Licensed Survey Business LB7153
Transportation
Land Development
Environmental Services

EXHIBIT E

Drainage Pond Property

LEGAL DESCRIPTION

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

Commence at the southwest corner of Tract "F" of Ocoee Crown Point PUD Phase 1, as recorded in Plat Book 63, Page 24 of the public records of Orange County, Florida, also being a point on the South line of the southeast quarter of said Section 1; thence run along said South line of the southeast quarter South 89° 41' 40" West, a distance of 1682.25 feet; thence leaving said South line run North 00° 18' 20" West, a distance of 910.45 feet to the POINT OF BEGINNING, also being the southeast corner of a conservation easement recorded in Official Records Book 10450, Page 96 of the public records of Orange County, Florida; thence run the following courses along the East line of said conservation easement, North 21° 06' 03" East, a distance of 91.62 feet; thence North 05° 20' 20" West, a distance of 99.86 feet; thence North 12° 21' 33" East, a distance of 45.31 feet; thence North 15° 40' 37" East, a distance of 82.54 feet; thence North 07° 29' 04" East, a distance of 67.12 feet; thence North 00° 37' 59" East, a distance of 85.42 feet; thence North 01° 19' 34" East, a distance of 77.30 feet; thence North 07° 54' 49" East, a distance of 55.41 feet; thence North 40° 46' 11" East, a distance of 59.82 feet; thence North 07° 28' 42" West, a distance of 42.72 feet; thence North 07° 28' 42" West, a distance of 50.65 feet; thence North 10° 41' 55" West, a distance of 54.29 feet; thence North 20° 46' 17" East, a distance of 62.89 feet; thence North 07° 37' 22" West, a distance of 29.33 feet; thence North 77° 14' 29" East, a distance of 55.84 feet; thence North 06° 00' 10" East, a distance of 174.71 feet; thence North 04° 49' 05" East, a distance of 111.98 feet; thence North 32° 05' 41" East, a distance of 33.66 feet; thence North 31° 21' 59" East, a distance of 104.66 feet; thence North 02° 40' 11" East, a distance of 53.85 feet; thence North 03° 41' 55" East, a distance of 70.28 feet; thence North 20° 51' 18" East, a distance of 183.22 feet; thence North 38° 39' 29" East, a distance of 75.02 feet; thence North 35° 09' 45" East, a distance of 123.35 feet; thence North 35° 09' 45" East, a distance of 15.37 feet; thence North 56° 39' 29" East, a distance of 68.13 feet; thence South 56° 08' 34" East, a distance of 129.69 feet; thence South 15° 01' 33" West a distance of 237.99 feet to the point of curvature of a curve concave westerly, having a radius of 1125.00 feet, a central angle of 15° 25' 45", a chord bearing of South 22° 44' 26" West and a chord distance of 302.04 feet, thence run southerly along the arc of said curve a distance of 302.95 feet to the point of reverse curvature of a curve concave easterly, having a radius of 996.00 feet, a central angle of 30° 27' 18", a chord bearing of South 15° 13' 39" West and a chord distance of 523.20 feet, thence run southerly along the arc of said curve a distance of 529.42 feet; thence South 00° 00' 00" East, a distance of 705.22 feet; thence South 89° 46' 15" West, a distance of 312.30 feet to the POINT OF BEGINNING.

Said parcel contains 9.506 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 ASSUMED AND BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING NORTH 89° 41' 40" EAST.

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-17.05 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

EJ [illegible] DATE
[illegible] PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. [illegible]

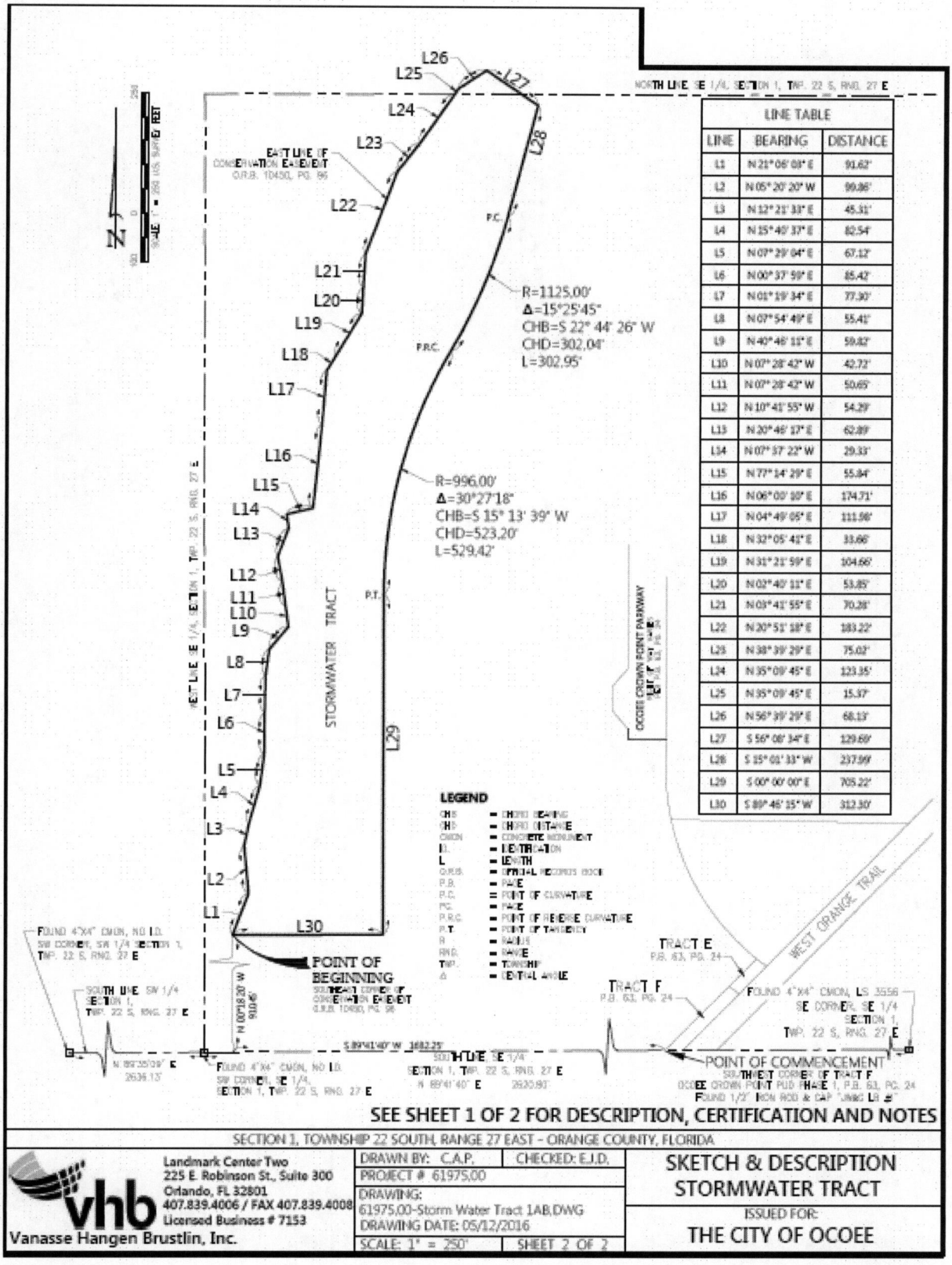
SECTION 1, TOWNSHIP 22 SOUTH, RANGE 28 EAST - ORANGE COUNTY, FLORIDA

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: C.A.P.	CHECKED: E.J.D.
PROJECT # 61975.00	
DRAWING: 61975.00-Stormwater Tract 1AB.DWG	
DRAWING DATE: 05/12/2016	
SHEET 1 OF 2	

SKETCH & DESCRIPTION
STORMWATER TRACT

ISSUED FOR:
THE CITY OF OCOEE



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 21°08'08" E	91.62'
L2	N 05°20'20" W	99.86'
L3	N 12°23'33" E	45.31'
L4	N 15°46'37" E	82.54'
L5	N 07°29'04" E	67.12'
L6	N 00°37'59" E	85.42'
L7	N 01°19'34" E	77.30'
L8	N 07°54'49" E	55.41'
L9	N 40°48'11" E	59.82'
L10	N 07°28'42" W	42.72'
L11	N 07°28'42" W	50.69'
L12	N 10°41'55" W	54.29'
L13	N 20°48'17" E	62.89'
L14	N 07°37'22" W	29.33'
L15	N 77°14'29" E	55.84'
L16	N 06°00'00" E	174.71'
L17	N 04°49'05" E	111.98'
L18	N 32°05'41" E	33.66'
L19	N 31°21'59" E	104.66'
L20	N 02°40'11" E	53.85'
L21	N 03°41'55" E	70.28'
L22	N 20°51'18" E	183.22'
L23	N 38°39'29" E	75.02'
L24	N 35°09'45" E	123.35'
L25	N 35°09'45" E	15.37'
L26	N 56°39'29" E	68.13'
L27	S 56°08'34" E	129.69'
L28	S 15°01'33" W	237.99'
L29	S 00°00'00" E	705.22'
L30	S 89°48'35" W	312.30'

LEGEND

CHB	= CHORD BEARING
CHD	= CHORD DISTANCE
CMON	= CONCRETE MONUMENT
I.D.	= IDENTIFICATION
L	= LENGTH
O.R.B.	= OFFICIAL RECORDS BOOK
P.B.	= PAGE
P.C.	= POINT OF CURVATURE
PG.	= PAGE
P.R.C.	= POINT OF REVERSE CURVATURE
P.T.	= POINT OF TANGENCY
R	= RADIUS
RNG.	= RANGE
TWP.	= TOWNSHIP
Δ	= CENTRAL ANGLE

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: C.A.P.	CHECKED: E.J.D.
PROJECT # 61975.00	
DRAWING: 61975.00-Storm Water Tract 1AB.DWG	
DRAWING DATE: 05/12/2016	
SCALE: 1" = 250'	SHEET 2 OF 2

SKETCH & DESCRIPTION STORMWATER TRACT

ISSUED FOR:

THE CITY OF OCOEE

EXHIBIT F

Storm Water Pipe Property

LEGAL DESCRIPTION

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

Commence at the southwest corner of Ocoee Crown Point Parkway, as recorded in Plat Book 63, Page 24, of the Public Records of Orange County, Florida; thence run South 00° 00' 00" East, a distance of 39.66 feet; thence South 89° 45' 07" West, a distance of 490.23 feet to a point on a non-tangent curve concave easterly, having a radius of 748.00 feet, a central angle of 05° 42' 32" a chord bearing of North 11° 05' 25" East and a chord distance of 74.50 feet, thence run along the arc of said curve a distance of 74.53 feet to a point of reverse curvature of a curve concave southwesterly, having a radius of 76.00 feet a central angle of 85° 37' 25" a chord bearing of North 28° 52' 02" West and a chord distance of 103.30 feet, thence run along the arc of said curve a distance of 113.58 feet to the point of tangency; thence North 71° 40' 44" West, a distance of 205.63 feet to the point of curvature of a curve concave easterly, having a radius of 25.00 feet a central angle of 93° 04' 50" a chord bearing of North 25° 08' 19" West and a chord distance of 36.29 feet, thence run along the arc of said curve a distance of 40.61 feet to the POINT OF BEGINNING; thence run North 69° 45' 49" West a distance of 51.76 feet to a point on a non-tangent curve concave northwesterly, having a radius of 1026.00 feet, a central angle of 02° 22' 31", a chord bearing of North 22° 42' 57" East and a chord distance of 42.53 feet, thence run northerly along the arc of said curve a distance of 42.54 feet to the point of tangency; thence North 23° 54' 12" East a distance of 145.85 feet to the point of curvature of a curve concave southwesterly, having a radius of 25.00 feet, a central angle of 90° 00' 00", a chord bearing of North 21° 05' 48" West and a chord distance of 35.36 feet, thence run northwesterly along the arc of said curve a distance of 39.27 feet to the point of tangency; thence North 66° 05' 48" West a distance of 79.34 feet to the point of curvature of a curve concave southerly, having a radius of 674.00 feet, a central angle of 24° 46' 00", a chord bearing of North 78° 28' 48" West and a chord distance of 289.08 feet, thence run westerly along the arc of said curve a distance of 291.34 feet to a point of reverse curvature of a curve concave northwesterly, having a radius of 77.00 feet, a central angle of 89° 53' 19", a chord bearing of North 45° 55' 09" West and a chord distance of 108.79 feet, thence run northerly along the arc of said curve a distance of 120.80 feet to a point of compound curvature of a curve concave easterly, having a radius of 856.00 feet, a central angle of 02° 54' 07", a chord bearing of North 00° 28' 34" East and a chord distance of 43.35 feet, thence run northerly along the arc of said curve a distance of 43.36 feet to a point of non-tangency; thence North 87° 04' 07" West a distance of 140.31 feet to a point on a non-tangent curve concave easterly, having a radius of 996.00 feet, a central angle of 01° 43' 33", a chord bearing of North 02° 57' 44" East and a chord distance of 30.00 feet, thence run northerly along the arc of said curve a distance of 30.00 feet to a point of non-tangency; thence South 87° 04' 07" East a distance of 192.30 feet to a point on a non-tangent curve concave easterly, having a radius of 804.00 feet, a central angle of 04° 54' 06", a chord bearing of South 01° 32' 58" West and a chord distance of 68.76 feet, thence run southerly along the arc of said curve a distance of 68.78 feet to a point of compound curvature of a curve concave northwesterly, having a radius of 26.00 feet, a central angle of 89° 53' 09", a chord bearing of South 45° 50' 39" East and a chord distance of 36.73 feet, thence run southeasterly along the arc of said curve a distance of 40.79 feet to a point of reverse curvature of a curve concave southerly, having a radius of 726.00 feet, a central angle of 24° 41' 27", a chord bearing of South 78° 26' 31" East and a chord distance of 310.44 feet, thence run easterly along the arc of said curve a distance of 312.86 feet to the point of tangency; thence South 66° 05' 48" East, a distance of 155.94 feet; thence South 23° 54' 12" West a distance of 219.54 feet to the point of curvature of a curve concave southeasterly, having a radius of 974.00 feet, a central angle of 02° 30' 06", a chord bearing of South 22° 39' 09" West and a chord distance of 42.53 feet, thence run southwesterly along the arc of said curve a distance of 42.53 feet to the POINT OF BEGINNING.

Said parcel of land contains 1.079 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 ASSUMED AND BASED ON THE WESTERLY LINE OF LOT 1 OF OCOEE CROWN POINT PUD PHASE 1, AS RECORDED IN PLAT BOOK 63, PAGE 24 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING NORTH 00° 00' 00" EAST.

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-17.05 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

ELI DONALDSON DATE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 6984

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

vhb Vanasse Hangen Brustlin, Inc.	DRAWN BY: C.A.P. CHECKED: E.J.D.	SKETCH & DESCRIPTION DRAINAGE EASEMENT
Landmark Center Two 225 E. Robinson St., Suite 300 Orlando, FL 32801 407.839.4006 / FAX 407.839.4008 Licensed Business # 7153	PROJECT # 61975.00 DRAWING: 61975.00-OCPS Drainage Esmt.DWG DRAWING DATE: 05/12/2016 SHEET 1 OF 2	ISSUED FOR: ORANGE COUNTY PUBLIC SCHOOLS

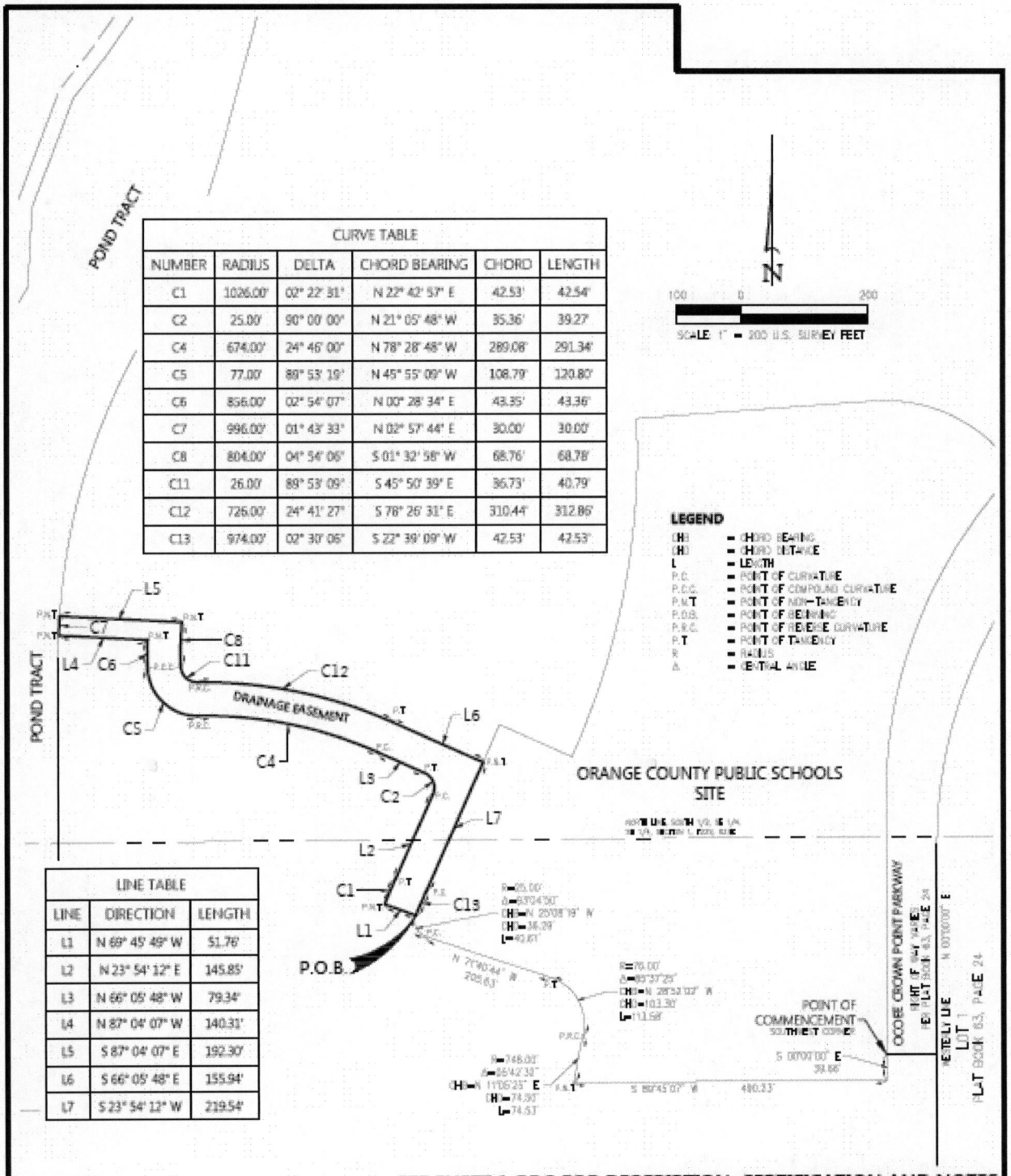

POND TRACT
CURVE TABLE
NUMBER | RADIUS | DELTA | CHORD BEARING | CHORD | LENGTH
C1 | 1026.00' | 02° 22' 31" | N 22° 42' 57" E | 42.53' | 42.54'
C2 | 25.00' | 90° 00' 00" | N 21° 05' 48" W | 35.36' | 39.27'
C4 | 674.00' | 24° 46' 00" | N 78° 28' 48" W | 289.08' | 291.34'
C5 | 77.00' | 88° 53' 19" | N 45° 55' 09" W | 108.79' | 120.80'
C6 | 856.00' | 02° 54' 07" | N 00° 28' 34" E | 43.35' | 43.36'
C7 | 996.00' | 01° 43' 33" | N 02° 57' 44" E | 30.00' | 30.00'
C8 | 804.00' | 04° 54' 06" | S 01° 32' 58" W | 68.76' | 68.78'
C11 | 26.00' | 89° 53' 09" | S 45° 50' 39" E | 36.73' | 40.79'
C12 | 726.00' | 24° 41' 27" | S 78° 26' 31" E | 310.44' | 312.86'
C13 | 974.00' | 02° 30' 06" | S 22° 39' 09" W | 42.53' | 42.53'
N
100 0 200
SCALE: 1" = 200 U.S. SURVEY FEET
LEGEND
CHB = CHORD BEARING
CHD = CHORD DISTANCE
L = LENGTH
P.C. = POINT OF CURVATURE
P.C.C. = POINT OF COMPOUND CURVATURE
P.N.T = POINT OF NON-TANGENCY
P.O.B. = POINT OF BEGINNING
P.R.C. = POINT OF REVERSE CURVATURE
P.T = POINT OF TANGENCY
R = RADIUS
Δ = CENTRAL ANGLE
L5
C7
C8
L4
C6
C11
C12
DRAINAGE EASEMENT
C5
L6
C4
L3
C2
L7
L2
C1
C13
L1
P.O.B.
ORANGE COUNTY PUBLIC SCHOOLS SITE
POINT OF COMMENCEMENT
OCOEE CROWN POINT PARKWAY
LOT 1
PLAT BOOK 83, PAGE 24
LINE TABLE
LINE | DIRECTION | LENGTH
L1 | N 69° 45' 49" W | 51.76'
L2 | N 23° 54' 12" E | 145.85'
L3 | N 66° 05' 48" W | 79.34'
L4 | N 87° 04' 07" W | 140.31'
L5 | S 87° 04' 07" E | 192.30'
L6 | S 66° 05' 48" E | 155.94'
L7 | S 23° 54' 12" W | 219.54'
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
Vanasse Hangen Brustlin, Inc.
DRAWN BY: C.A.P. CHECKED: E.J.D.
PROJECT # 61975.00
DRAWING: 61975.00-OCPS Drainage Esmt.DWG
DRAWING DATE: 05/12/2016
SCALE: 1" = 200' SHEET 2 OF 2
SKETCH & DESCRIPTION
DRAINAGE EASEMENT
ISSUED FOR:
ORANGE COUNTY PUBLIC SCHOOLS

EXHIBIT G

Entry Road Property

LEGAL DESCRIPTION

A portion of land being within the southeast quarter and northeast quarter of Section 1, Township 22 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the north corner of Tract D as shown on the plat Ocoee Crown Point PUD Phase 1, Plat Book 63, Page 24, of the public records of Orange County, Florida, also being a point on the westerly boundary line of Tract B of said plat; thence run along said westerly boundary line the following three courses, North 33° 17' 33" West, a distance of 235.28 feet to the point of curvature of a curve concave easterly, having a radius of 57.55 feet, a central angle of 28° 22' 43", a chord bearing of North 19° 06' 12" West and a chord distance of 28.21 feet, thence run northerly along the arc of said curve a distance of 28.50 feet; thence North 04° 54' 50" West, a distance of 74.37 feet; thence North 36° 32' 27" West, a distance of 13.08 feet to the POINT OF BEGINNING; thence S 85° 05' 10" W a distance of 176.13 feet to the point of curvature of a curve concave northerly, having a radius of 130.00 feet, a central angle of 96° 24' 12", a chord bearing of N 46° 42' 44" W and a chord distance of 193.83 feet, thence run northerly along the arc of said curve a distance of 218.73 feet; thence N 01° 29' 22" E a distance of 195.16 feet to the point of curvature of a curve concave southwesterly, having a radius of 220.00 feet, a central angle of 90° 41' 33", a chord bearing of N 43° 51' 25" W and a chord distance of 313.00 feet, thence run northwesterly along the arc of said curve a distance of 348.23 feet; thence N 89° 12' 12" W, a distance of 101.71 feet; thence N 14° 38' 03" W, a distance of 62.24 feet; thence S 89° 12' 12" E a distance of 118.27 feet to the point of curvature of a curve concave southwesterly, having a radius of 280.00 feet, a central angle of 90° 41' 33", a chord bearing of South 43° 51' 25" East and a chord distance of 398.37 feet, thence run southeasterly along the arc of said curve a distance of 443.21 feet; thence South 01° 29' 22" West a distance of 195.16 feet to the point of curvature of a curve concave northeasterly, having a radius of 70.00 feet, a central angle of 96° 24' 12", a chord bearing of South 46° 42' 44" East and a chord distance of 104.37 feet, thence run southeasterly along the arc of said curve a distance of 117.78 feet; thence North 85° 05' 10" East a distance of 86.13 feet to a point on the southerly line of Tract "A" of said Ocoee Crown Point PUD Phase 1 plat; thence run along said southerly line the following four courses; North 85° 05' 10" East a distance of 702.39 feet to the point of curvature of a curve concave southwesterly, having a radius of 155.00 feet, a central angle of 72° 51' 15", a chord bearing of South 58° 29' 12" East and a chord distance of 184.08 feet, thence run southeasterly along the arc of said curve a distance of 197.09 feet; thence South 22° 03' 35" East a distance of 41.77 feet to the point of curvature of a curve concave northeasterly, having a radius of 12.00 feet, a central angle of 67° 58' 32", a chord bearing of South 56° 02' 51" East and a chord distance of 13.42 feet, thence run southeasterly along the arc of said curve a distance of 14.24 feet to a point on the northerly Right of Way line of Ocoee Crown Point Parkway as shown on said Ocoee Crown Point PUD Phase 1 plat; said point being on a non-tangent curve concave southeasterly, having a radius of 100.00 feet, a central angle of 43° 20' 53", a chord bearing of South 68° 17' 27" West and a chord distance of 73.87 feet, thence run westerly along said Right of Way line and the arc of said curve a distance of 75.66 feet to a point on the boundary line of Tract "B" of said Ocoee Crown Point PUD Phase 1 plat, said point also being a point on a non-tangent curve concave westerly, having a radius of 10.00 feet, a central angle of 68° 40' 35", a chord bearing of North 12° 16' 43" East and a chord distance of 11.28 feet, thence run northerly along said boundary line and arc of said curve a distance of 11.99 feet; thence continue along said boundary line of said Tract "B" the following three courses, North 22° 03' 35" West a distance of 43.13 feet to the point of curvature of a curve concave southwesterly, having a radius of 95.00 feet, a central angle of 72° 51' 16", a chord bearing of North 58° 29' 12" West and a chord distance of 112.82 feet, thence run northwesterly along the arc of said curve a distance of 120.80 feet; thence South 85° 05' 10" West, a distance of 612.39 feet to the POINT OF BEGINNING.

Said lands containing 2.568 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 ASSUMED AND BASED ON THE SOUTH LINE OF TRACT "A" AS SHOWN ON OCOEE CROWN POINT PUD PHASE 1, PLAT BOOK 63, PAGE 24, OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, BEING NORTH 85°05'10" EAST.

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-17.05 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

ELI DONALDSON DATE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 6884

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

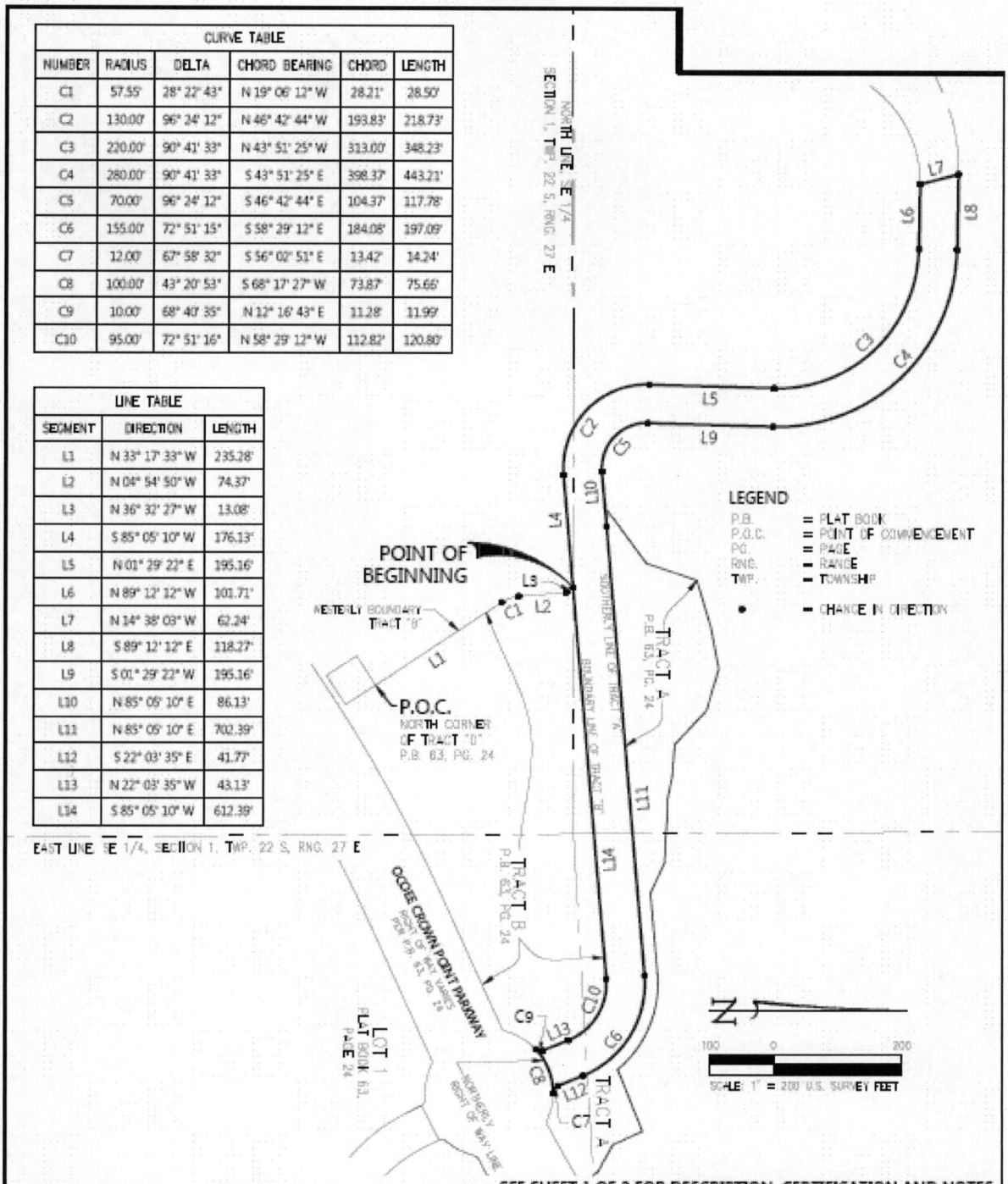
DRAWN BY: C.A.P. CHECKED: E.J.D.
PROJECT # 61975.00
DRAWING: 61975.00-Ph2A Ingress Egress Esmt.DWG
DRAWING DATE: 05/09/2016
SHEET 1 OF 2

SKETCH & DESCRIPTION
INGRESS EGRESS EASEMENT

ISSUED FOR:
THE CITY OF OCOEE

CURVE TABLE					
NUMBER	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	57.55'	28° 22' 43"	N 19° 06' 12" W	28.21'	28.50'
C2	130.00'	96° 24' 12"	N 46° 42' 44" W	193.83'	218.73'
C3	220.00'	90° 41' 33"	N 43° 51' 25" W	313.00'	348.23'
C4	280.00'	90° 41' 33"	S 43° 51' 25" E	398.37'	443.21'
C5	70.00'	96° 24' 12"	S 46° 42' 44" E	104.37'	117.78'
C6	155.00'	72° 51' 15"	S 58° 29' 12" E	184.08'	197.09'
C7	12.00'	67° 58' 32"	S 56° 02' 51" E	13.42'	14.24'
C8	100.00'	43° 20' 53"	S 68° 17' 27" W	73.87'	75.65'
C9	10.00'	68° 40' 35"	N 12° 16' 43" E	11.28'	11.99'
C10	95.00'	72° 51' 16"	N 58° 29' 12" W	112.82'	120.80'

LINE TABLE		
SEGMENT	DIRECTION	LENGTH
L1	N 33° 17' 33" W	235.28'
L2	N 04° 54' 50" W	74.37'
L3	N 36° 32' 27" W	13.08'
L4	S 85° 05' 10" W	176.13'
L5	N 01° 29' 22" E	195.16'
L6	N 89° 12' 12" W	101.71'
L7	N 14° 38' 03" W	62.24'
L8	S 89° 12' 12" E	118.27'
L9	S 01° 29' 22" W	195.16'
L10	N 85° 05' 10" E	86.13'
L11	N 85° 05' 10" E	702.39'
L12	S 22° 03' 35" E	41.77'
L13	N 22° 03' 35" W	43.13'
L14	S 85° 05' 10" W	612.39'



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: C.A.P. | CHECKED: E.J.D.
PROJECT # 61975.00
DRAWING: 61975.00-Ph2A Ingress Egress Esmt.DWG
DRAWING DATE: 05/09/2016
SCALE: 1" = 200' | SHEET 2 OF 2

SKETCH & DESCRIPTION
INGRESS EGRESS EASEMENT

ISSUED FOR:
THE CITY OF OCOEE

EXHIBIT H

Spine Road Property

LEGAL DESCRIPTION

A portion of land being within the southeast quarter and northeast quarter of Section 1, Township 22 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the north corner of Tract D as shown on the plat Ocoee Crown Point PUD Phase 1, Plat Book 63, Page 24, of the public records of Orange County, Florida, also being a point on the westerly boundary line of Tract B of said plat; thence run along said westerly boundary line the following three courses, North 33° 17' 33" West, a distance of 235.28 feet to the point of curvature of a curve concave easterly, having a radius of 57.55 feet, a central angle of 28° 22' 43", a chord bearing of North 19° 06' 12" West and a chord distance of 28.21 feet, thence run northerly along the arc of said curve a distance of 28.50 feet; thence North 04° 54' 50" West, a distance of 74.37 feet; thence North 36° 32' 27" West, a distance of 13.08 feet; thence South 85° 05' 10" West a distance of 176.13 feet to the point of curvature of a curve concave northerly, having a radius of 130.00 feet, a central angle of 96° 24' 12", a chord bearing of North 46° 42' 44" West and a chord distance of 193.83 feet, thence run northerly along the arc of said curve a distance of 218.73 feet; thence North 01° 29' 22" East a distance of 195.16 feet to the point of curvature of a curve concave southwesterly, having a radius of 220.00 feet, a central angle of 90° 41' 33", a chord bearing of North 43° 51' 25" West and a chord distance of 313.00 feet, thence run northwesterly along the arc of said curve a distance of 348.23 feet; thence North 89° 12' 12" West, a distance of 101.71 feet to the POINT OF BEGINNING; said point being the point of curvature of curve concave southerly, having a radius of 182.00 feet, a central angle of 51° 03' 34", a chord bearing of South 65° 16' 02" West and a chord distance of 156.88 feet, thence run southwesterly along the arc of said curve a distance of 162.19 feet; thence South 39° 44' 15" West a distance of 222.22 feet to the point of curvature of a curve concave southeasterly, having a radius of 250.00 feet, a central angle of 24° 42' 41", a chord bearing of South 27° 22' 54" West and a chord distance of 106.99 feet, thence run southerly along the arc of said curve a distance of 107.82 feet; thence South 15° 01' 33" West a distance of 421.21 feet to the point of curvature of a curve concave easterly, having a radius of 574.00 feet, a central angle of 19° 13' 02", a chord bearing of South 05° 25' 02" West and a chord distance of 191.62 feet, thence run southerly along the arc of said curve a distance of 192.52 feet; thence South 04° 11' 29" East a distance of 258.70 feet to the point of curvature of a curve concave westerly, having a radius of 1026.00 feet, a central angle of 28° 05' 41", a chord bearing of South 09° 51' 22" West and a chord distance of 498.07 feet, thence run southerly along the arc of said curve a distance of 503.10 feet; thence South 23° 54' 12" West a distance of 294.17 feet to the point of curvature of a curve concave easterly, having a radius of 974.00 feet, a central angle of 23° 54' 12", a chord bearing of South 11° 57' 06" West and a chord distance of 403.41 feet, thence run southerly along the arc of said curve a distance of 406.35 feet; thence South 00° 00' 00" East, a distance of 132.84 feet; thence South 89° 44' 27" West, a distance of 52.00 feet; thence North 00° 00' 00" East a distance of 133.08 feet to the point of curvature of a curve concave easterly, having a radius of 1026.00 feet, a central angle of 23° 54' 12", a chord bearing of North 11° 57' 06" East and a chord distance of 424.94 feet, thence run northerly along the arc of said curve a distance of 428.04 feet; thence North 23° 54' 12" East a distance of 294.17 feet to the point of curvature of a curve concave westerly, having a radius of 974.00 feet, a central angle of 28° 05' 41", a chord bearing of North 09° 51' 22" East and a chord distance of 472.83 feet, thence run northerly along the arc of said curve a distance of 477.60 feet; thence North 04° 11' 29" West a distance of 258.70 feet to the point of curvature of a curve concave easterly, having a radius of 626.00 feet, a central angle of 19° 13' 02", a chord bearing of North 05° 25' 02" East and a chord distance of 208.98 feet, thence run northerly along the arc of said curve a distance of 209.96 feet; thence North 15° 01' 33" East a distance of 555.31 feet to the point of curvature of a curve concave southeasterly, having a radius of 214.00 feet, a central angle of 24° 42' 41", a chord bearing of North 27° 22' 54" East and a chord distance of 91.58 feet, thence run northerly along the arc of said curve a distance of 92.30 feet; thence North 39° 44' 15" East a distance of 70.01 feet to the point of curvature of a curve concave southerly, having a radius of 315.00 feet, a central angle of 51° 03' 34", a chord bearing of North 65° 16' 02" East and a chord distance of 271.52 feet, thence run easterly along the arc of said curve a distance of 280.71 feet; thence South 14° 38' 03" East a distance of 62.24 feet to the POINT OF BEGINNING.

Said lands contain 3.627 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 ASSUMED AND BASED ON THE WESTERLY BOUNDARY LINE OF TRACT "B" AS SHOWN ON THE PLAT OCOEE CROWN POINT PUD PHASE 1, PLAT BOOK 63, PAGE 24, OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, BEING NORTH 33°17'33" WEST.

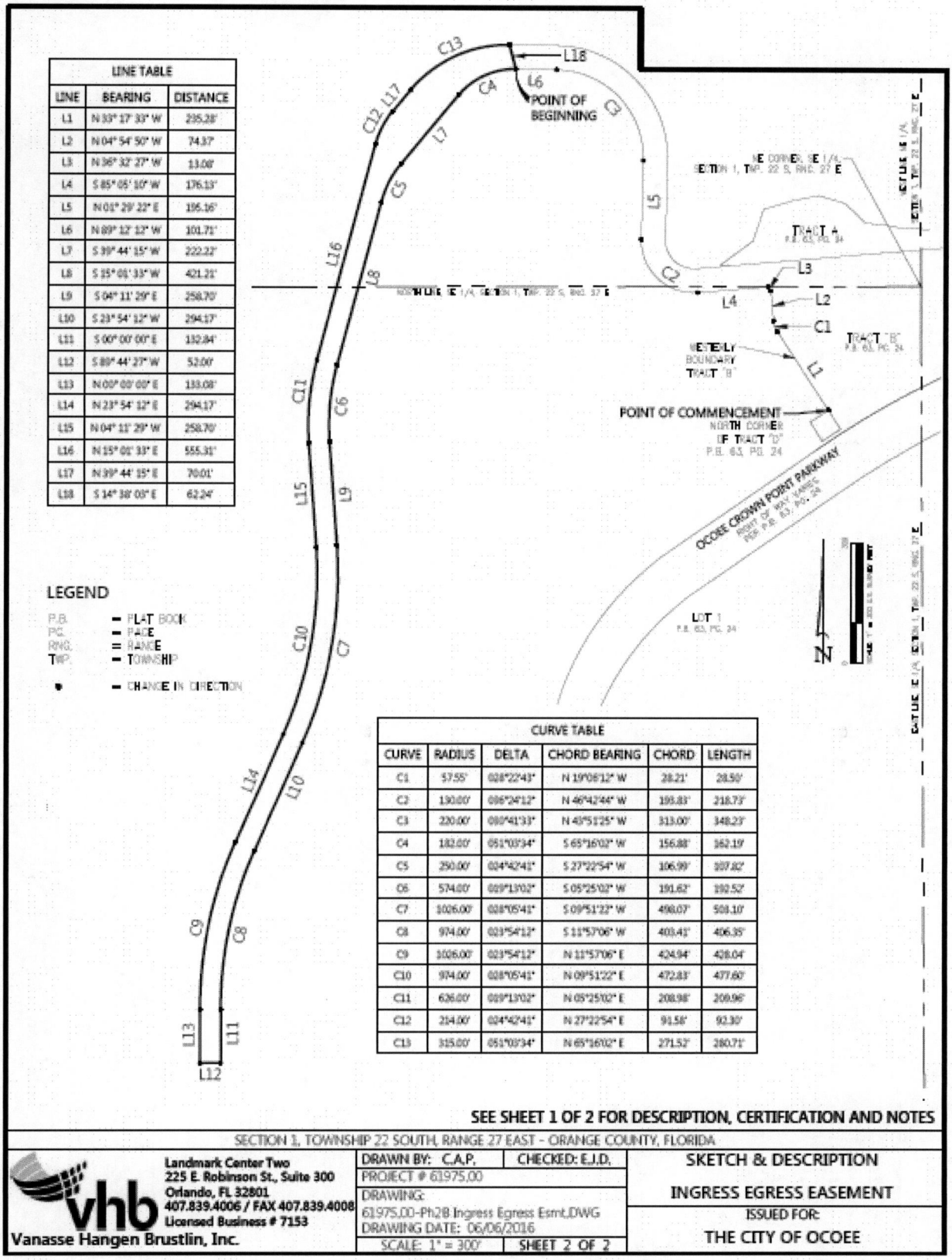
CERTIFICATION

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-17.05 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

EJ DONALDSON DATE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 6984

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: C.A.P. CHECKED: E.J.D. PROJECT # 61975.00 DRAWING: 61975.00-Ph2B Ingress Egress Esmt.DWG DRAWING DATE: 06/06/2016 SHEET 1 OF 2	SKETCH & DESCRIPTION INGRESS EGRESS EASEMENT ISSUED FOR: THE CITY OF OCOEE



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 33° 17' 33" W	235.28'
L2	N 04° 54' 50" W	74.37'
L3	N 36° 32' 27" W	13.08'
L4	S 85° 05' 10" W	176.13'
L5	N 01° 29' 22" E	196.16'
L6	N 89° 12' 12" W	101.71'
L7	S 39° 44' 15" W	222.22'
L8	S 15° 01' 33" W	421.21'
L9	S 04° 11' 29" E	258.70'
L10	S 23° 54' 12" W	294.17'
L11	S 00° 00' 00" E	132.84'
L12	S 89° 44' 27" W	52.00'
L13	N 00° 00' 00" E	133.08'
L14	N 23° 54' 12" E	294.17'
L15	N 04° 11' 29" W	258.70'
L16	N 15° 01' 33" E	555.31'
L17	N 39° 44' 15" E	70.01'
L18	S 14° 38' 03" E	62.24'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	57.55'	028°22'43"	N 19°06'12" W	28.21'	28.50'
C2	130.00'	096°24'12"	N 46°42'44" W	193.83'	218.73'
C3	220.00'	090°41'33"	N 43°51'25" W	313.00'	348.23'
C4	182.00'	051°03'34"	S 65°16'02" W	156.88'	162.19'
C5	250.00'	024°42'41"	S 27°22'54" W	106.99'	107.82'
C6	574.00'	009°13'02"	S 05°25'02" W	191.62'	192.52'
C7	1026.00'	028°05'41"	S 09°51'22" W	498.07'	503.10'
C8	974.00'	023°54'12"	S 11°57'06" W	403.41'	406.35'
C9	1026.00'	023°54'12"	N 11°57'06" E	424.94'	428.04'
C10	974.00'	028°05'41"	N 09°51'22" E	472.83'	477.60'
C11	626.00'	009°13'02"	N 05°25'02" E	208.98'	209.96'
C12	214.00'	024°42'41"	N 27°22'54" E	91.58'	92.30'
C13	315.00'	051°03'34"	N 65°16'02" E	271.52'	280.71'

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: C.A.P.	CHECKED: E.J.D.
PROJECT # 61975.00	
DRAWING: 61975.00-Ph2B Ingress Egress Esmt.DWG	
DRAWING DATE: 06/06/2016	
SCALE: 1" = 300'	SHEET 2 OF 2

SKETCH & DESCRIPTION

INGRESS EGRESS EASEMENT

ISSUED FOR:

THE CITY OF OCOEE

EXHIBIT I

Phase 2A Utility Easement Property
Phase 2B Utility Easement Property

LEGAL DESCRIPTION

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

BEGIN at the southeast corner of Right of Way for Ocoee Crown Point Parkway as shown on the plat Ocoee Crown Point PUD Phase 1, Plat Book 63, Page 24 of the official records of Orange County, Florida, said point also being on the westerly boundary line for LOT 1 of said plat; thence run along said westerly boundary line South 00° 00' 00" East a distance of 399.74 feet to the point of curvature of a curve concave easterly, having a radius of 500.00 feet, a central angle of 012° 00' 52", a chord bearing of South 06° 00' 26" East and a chord distance of 104.65 feet, thence run southerly along the arc of said curve a distance of 104.85 feet to the northwest corner of Tract "C" as shown on said plat; leaving said westerly boundary line of LOT 1 run along the westerly boundary line of said Tract "C" through a continuation of the curve having a radius of 500.00 feet, a central angle of 005° 00' 37", a chord bearing of South 14° 31' 11" East and a chord distance of 43.71 feet, thence run southerly along the westerly boundary line of said Tract "C" and along the arc of said curve a distance of 43.72 feet; thence leaving said westerly boundary line of Tract "C" run South 72° 58' 31" West, a distance of 80.00 feet; thence North 15° 59' 54" West, a distance of 20.78 feet; thence South 89° 45' 07" West, a distance of 235.69 feet; thence North 00° 00' 00" East a distance of 8.94 feet to the point of curvature of a curve concave southwesterly, having a radius of 15.00 feet, a central angle of 090° 14' 51", a chord bearing of North 45° 07' 26" West and a chord distance of 21.26 feet, thence run northwesterly along the arc of said curve a distance of 23.63 feet; thence South 89° 45' 07" West a distance of 547.12 feet to the point of curvature of a curve concave northeasterly, having a radius of 87.00 feet, a central angle of 090° 14' 53", a chord bearing of North 45° 07' 27" West and a chord distance of 123.30 feet, thence run northwesterly along the arc of said curve a distance of 137.04 feet; thence North 00° 00' 00" East a distance of 147.71 feet to the point of curvature of a curve concave southwesterly, having a radius of 15.00 feet, a central angle of 090° 15' 33", a chord bearing of North 45° 07' 47" West and a chord distance of 21.26 feet, thence run northwesterly along the arc of said curve a distance of 23.63 feet; thence South 89° 44' 27" West, a distance of 60.87 feet; thence South 00° 00' 40" East, a distance of 53.50 feet; thence South 89° 59' 52" West, a distance of 76.94 feet; thence North 00° 00' 40" West, a distance of 63.17 feet; thence South 89° 20' 35" West, a distance of 3.12 feet; thence North 00° 15' 33" West, a distance of 62.00 feet; thence North 89° 44' 27" East a distance of 141.35 feet to the point of curvature of a curve concave northwesterly, having a radius of 15.00 feet, a central angle of 089° 44' 27", a chord bearing of North 44° 52' 13" East and a chord distance of 21.17 feet, thence run northeasterly along the arc of said curve a distance of 23.49 feet; thence North 00° 00' 00" East a distance of 56.19 feet to the point of curvature of a curve concave easterly, having a radius of 1036.00 feet, a central angle of 016° 38' 16", a chord bearing of North 08° 19' 08" East and a chord distance of 299.78 feet, thence run northerly along the arc of said curve a distance of 300.84 feet; thence South 74° 33' 49" East, a distance of 88.04 feet; thence South 18° 19' 16" West a distance of 10.00 feet to a point on a non-tangent curve concave southerly, having a radius of 15.00 feet, a central angle of 093° 04' 50", a chord bearing of South 61° 46' 51" West and a chord distance of 21.78 feet, thence run southwesterly along the arc of said curve a distance of 24.37 feet to a point of compound curvature of a curve concave easterly, having a radius of 964.00 feet, a central angle of 015° 14' 26", a chord bearing of South 07° 37' 13" West and a chord distance of 255.66 feet, thence run southerly along the arc of said curve a distance of 256.42 feet; thence South 00° 00' 00" East, a distance of 134.19 feet; thence North 90° 00' 00" East, a distance of 5.00 feet; thence South 00° 00' 00" East a distance of 170.71 feet to the point of curvature of a curve concave northwesterly, having a radius of 11.00 feet, a central angle of 090° 14' 53", a chord bearing of South 45° 07' 27" East and a chord distance of 15.59 feet, thence run easterly along the arc of said curve a distance of 17.33 feet; thence North 89° 45' 07" East, a distance of 228.55 feet; thence South 00° 14' 53" East, a distance of 5.00 feet; thence North 89° 45' 07" East a distance of 318.00 feet to the point of curvature of a curve concave northwesterly, having a radius of 15.00 feet, a central angle of 089° 45' 07", a chord bearing of North 44° 52' 33" East and a chord distance of 21.17 feet, thence run northerly along the arc of said curve a distance of 23.50 feet; thence North 00° 00' 00" East, a distance of 9.07 feet; thence North 89° 45' 07" East, a distance of 216.77 feet; thence North 00° 06' 11" West, a distance of 429.67 feet; thence North 90° 00' 00" East, a distance of 80.00 feet to the POINT OF BEGINNING.

Said portion of land contains 4.101 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 ASSUMED AND BASED ON THE WESTERLY BOUNDARY LINE OF LOT 1 OF OCOEE CROWN POINT PUD PHASE 1, PLAT BOOK 63, PAGE 24 OF THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, BEING NORTH 00° 00' 00" EAST.

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-17.05 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

ELI DONALDSON DATE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 6984

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

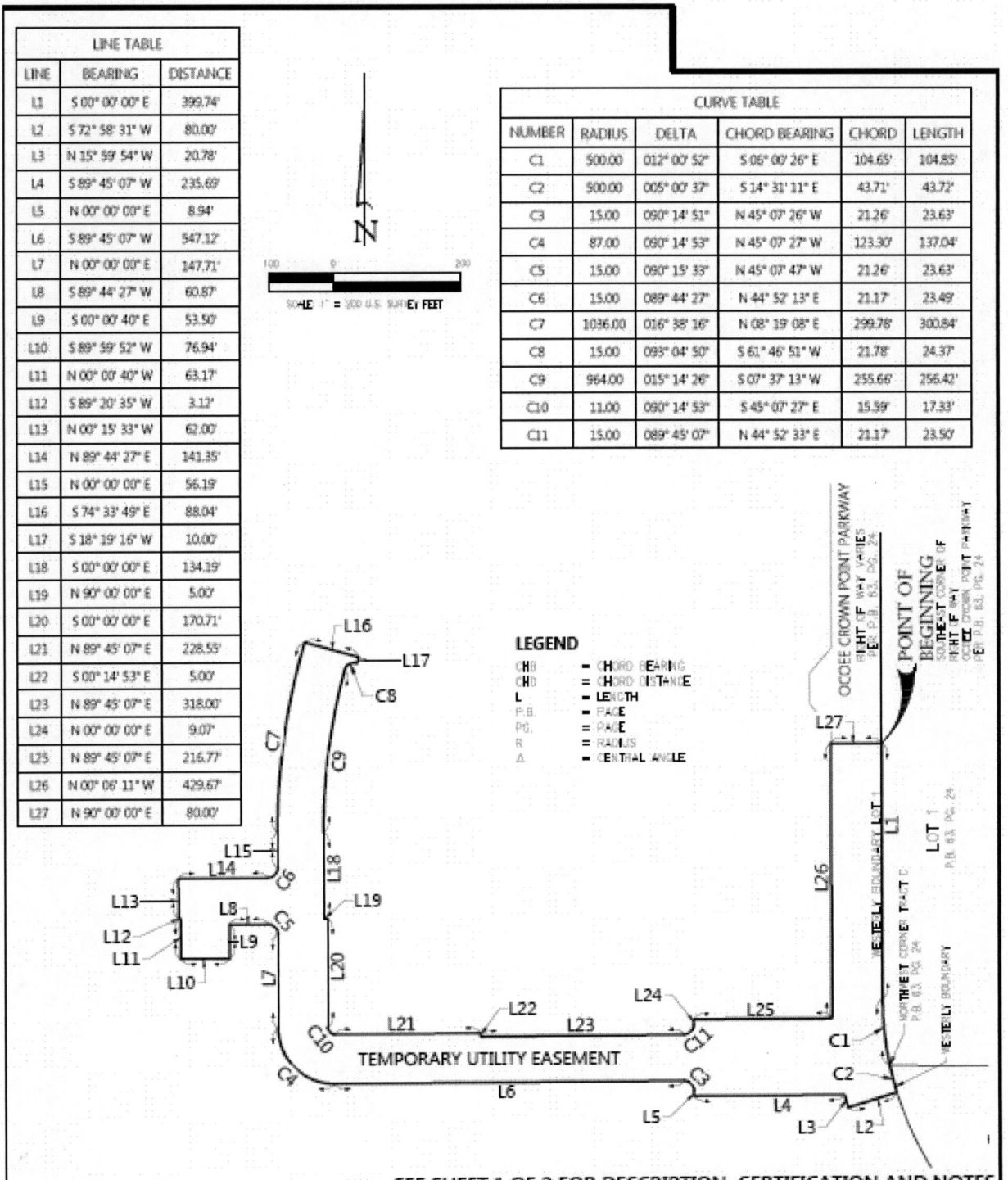
vhb
Vanasse Hangen Brustlin, Inc.
Landmark Center Two
225 E. Robinson St., Suite 300
Orlando, FL 32801
407.839.4006 / FAX 407.839.4008
Licensed Business # 7153

DRAWN BY: C.A.P. CHECKED: E.J.D.
PROJECT # 61975.00
DRAWING: 61975.00-TU Esmt.DWG
DRAWING DATE: 05/13/2016
SHEET 1 OF 2

SKETCH & DESCRIPTION
TEMPORARY UTILITY EASEMENT
ISSUED FOR:
THE CITY OF OCOEE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 00° 00' 00" E	399.74'
L2	S 72° 58' 31" W	80.00'
L3	N 15° 59' 54" W	20.78'
L4	S 89° 45' 07" W	235.69'
L5	N 00° 00' 00" E	8.94'
L6	S 89° 45' 07" W	547.12'
L7	N 00° 00' 00" E	147.71'
L8	S 89° 44' 27" W	60.87'
L9	S 00° 00' 40" E	53.50'
L10	S 89° 59' 52" W	76.94'
L11	N 00° 00' 40" W	63.17'
L12	S 89° 20' 35" W	3.12'
L13	N 00° 15' 33" W	62.00'
L14	N 89° 44' 27" E	141.35'
L15	N 00° 00' 00" E	56.19'
L16	S 74° 33' 49" E	88.04'
L17	S 18° 19' 16" W	10.00'
L18	S 00° 00' 00" E	134.19'
L19	N 90° 00' 00" E	5.00'
L20	S 00° 00' 00" E	170.71'
L21	N 89° 45' 07" E	228.55'
L22	S 00° 14' 53" E	5.00'
L23	N 89° 45' 07" E	318.00'
L24	N 00° 00' 00" E	9.07'
L25	N 89° 45' 07" E	216.77'
L26	N 00° 06' 11" W	429.67'
L27	N 90° 00' 00" E	80.00'

CURVE TABLE					
NUMBER	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	500.00	012° 00' 52"	S 06° 00' 26" E	104.65'	104.85'
C2	500.00	005° 00' 37"	S 14° 31' 11" E	43.71'	43.72'
C3	15.00	090° 14' 51"	N 45° 07' 26" W	21.26'	23.63'
C4	87.00	090° 14' 53"	N 45° 07' 27" W	123.30'	137.04'
C5	15.00	090° 15' 33"	N 45° 07' 47" W	21.26'	23.63'
C6	15.00	089° 44' 27"	N 44° 52' 13" E	21.17'	23.49'
C7	1036.00	016° 38' 16"	N 08° 19' 08" E	299.78'	300.84'
C8	15.00	093° 04' 50"	S 61° 46' 51" W	21.78'	24.37'
C9	964.00	015° 14' 26"	S 07° 37' 13" W	255.66'	256.42'
C10	11.00	090° 14' 53"	S 45° 07' 27" E	15.59'	17.33'
C11	15.00	089° 45' 07"	N 44° 52' 33" E	21.17'	23.50'



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: C.A.P. | CHECKED: E.J.D.
PROJECT # 61975.00
DRAWING: 61975.00-TU Esmt.DWG
DRAWING DATE: 05/13/2016
SCALE: 1" = 200' | SHEET 2 OF 2

SKETCH & DESCRIPTION
TEMPORARY UTILITY EASEMENT

ISSUED FOR:
THE CITY OF OCOEE

EXHIBIT J

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EXHIBIT K

Entry Road Improvements Requirements

From Ocoee Crown Point Parkway to the Amenity Property: the Access Easement Road Improvements shall be at least twenty-four (24) feet wide with curbs and gutters with storm water to be accommodated by ponds to be built within the Phase 2A Property, the Phase 2B Property, or a pond to be constructed by the City on the Amenity Property. Any lots constructed by Mattamy adjacent to the Access Easement Road Improvements may not have direct driveway access on the Access Easement Road Improvements.

EXHIBIT L

School Property Fill Slope Easement Area
School Property Swale Easement Area

LEGAL DESCRIPTION

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

Commence at the southwest corner of Right of Way for Ocoee Crown Point Parkway as shown on the plat Ocoee Crown Point PUD Phase 1, Plat Book 63, Page 24 of the official records of Orange County, Florida; thence run South 00° 00' 00" East, a distance of 19.66 feet to the POINT OF BEGINNING; thence continue South 00° 00' 00" East, a distance of 20.00 feet; thence South 89° 45' 07" West a distance of 490.23 feet to a point on a non-tangent curve concave easterly, having a radius of 748.00 feet, a central angle of 005° 42' 32", a chord bearing of North 11° 05' 25" East and a chord distance of 74.50 feet, thence run northerly along the arc of said curve a distance of 74.53 feet to a point of reverse curvature of a curve concave westerly, having a radius of 76.00 feet, a central angle of 085° 37' 25", a chord bearing of North 28° 52' 02" West and a chord distance of 103.30 feet, thence run northerly along the arc of said curve a distance of 113.58 feet; thence North 71° 40' 44" West a distance of 205.63 feet to the point of curvature of a curve concave easterly, having a radius of 25.00 feet, a central angle of 093° 04' 50", a chord bearing of North 25° 08' 19" West and a chord distance of 36.29 feet, thence run northerly along the arc of said curve a distance of 40.61 feet to a point of compound curvature of a curve concave southeasterly, having a radius of 974.00 feet, a central angle of 002° 30' 06", a chord bearing of North 22° 39' 09" East and a chord distance of 42.53 feet, thence run northerly along the arc of said curve a distance of 42.53 feet; thence North 23° 54' 12" East, a distance of 283.23 feet; thence South 66° 05' 48" East, a distance of 124.00 feet; thence North 23° 54' 12" East a distance of 10.94 feet to the point of curvature of a curve concave westerly, having a radius of 1150.00 feet, a central angle of 026° 30' 27", a chord bearing of North 10° 38' 59" East and a chord distance of 527.31 feet, thence run northerly along the arc of said curve a distance of 532.04 feet; thence North 85° 48' 31" East a distance of 371.78 feet to the point of curvature of a curve concave southerly, having a radius of 250.00 feet, a central angle of 048° 32' 00", a chord bearing of South 69° 55' 29" East and a chord distance of 205.49 feet, thence run southeasterly along the arc of said curve a distance of 211.77 feet; thence South 45° 39' 29" East, a distance of 19.21 feet; thence South 44° 20' 31" West, a distance of 20.00 feet; thence North 45° 39' 29" West a distance of 19.21 feet to the point of curvature of a curve concave southerly, having a radius of 230.00 feet, a central angle of 048° 32' 00", a chord bearing of North 69° 55' 29" West and a chord distance of 189.05 feet, thence run westerly along the arc of said curve a distance of 194.83 feet; thence South 85° 48' 31" West a distance of 338.22 feet to the point of curvature of a curve concave southeasterly, having a radius of 15.00 feet, a central angle of 086° 45' 57", a chord bearing of South 42° 25' 33" West and a chord distance of 20.61 feet, thence run southwesterly along the arc of said curve a distance of 22.72 feet to a point of reverse curvature of a curve concave westerly, having a radius of 1170.00 feet, a central angle of 024° 51' 38", a chord bearing of South 11° 28' 23" West and a chord distance of 503.69 feet, thence run southerly along the arc of said curve a distance of 507.66 feet; thence South 23° 54' 12" West, a distance of 30.94 feet; thence North 66° 05' 48" West a distance of 119.00 feet to the point of curvature of a curve concave southerly, having a radius of 5.00 feet, a central angle of 090° 00' 00", a chord bearing of South 68° 54' 12" West and a chord distance of 7.07 feet, thence run southwesterly along the arc of said curve a distance of 7.85 feet; thence South 23° 54' 12" West a distance of 258.23 feet to the point of curvature of a curve concave easterly, having a radius of 954.00 feet, a central angle of 002° 30' 06", a chord bearing of South 22° 39' 09" West and a chord distance of 41.65 feet, thence run southwesterly along the arc of said curve a distance of 41.66 feet to a point of compound curvature of a curve concave northeasterly, having a radius of 5.00 feet, a central angle of 093° 04' 50", a chord bearing of South 25° 08' 19" East and a chord distance of 7.26 feet, thence run southeasterly along the arc of said curve a distance of 8.12 feet; thence South 71° 40' 44" East a distance of 205.63 feet to the point of curvature of a curve concave southwesterly, having a radius of 96.00 feet, a central angle of 085° 37' 26", a chord bearing of South 28° 52' 02" East and a chord distance of 130.48 feet, thence run southerly along the arc of said curve a distance of 143.46 feet to a point of reverse curvature of a curve concave easterly, having a radius of 728.00 feet, a central angle of 002° 55' 12", a chord bearing of South 12° 29' 04" West and a chord distance of 37.10 feet, thence run southerly along the arc of said curve a distance of 37.10 feet to a point of compound curvature of a curve concave northeasterly, having a radius of 10.00 feet, a central angle of 101° 17' 41", a chord bearing of South 39° 36' 43" East and a chord distance of 15.46 feet, thence run easterly along the arc of said curve a distance of 17.68 feet; thence North 89° 45' 07" East, a distance of 454.65 feet to the POINT OF BEGINNING.

Said portion of land contains 1.136 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 ASSUMED AND BASED ON THE WESTERLY RIGHT OF WAY LINE OF OCOEE CROWN POINT POINT PARKWAY AS SHOWN ON THE PLAT OCOEE CROWN POINT PUD PHASE 1, OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, BEING NORTH 00° 00' 00" EAST.

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-17.05 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

EJ DONALDSON DATE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 6984

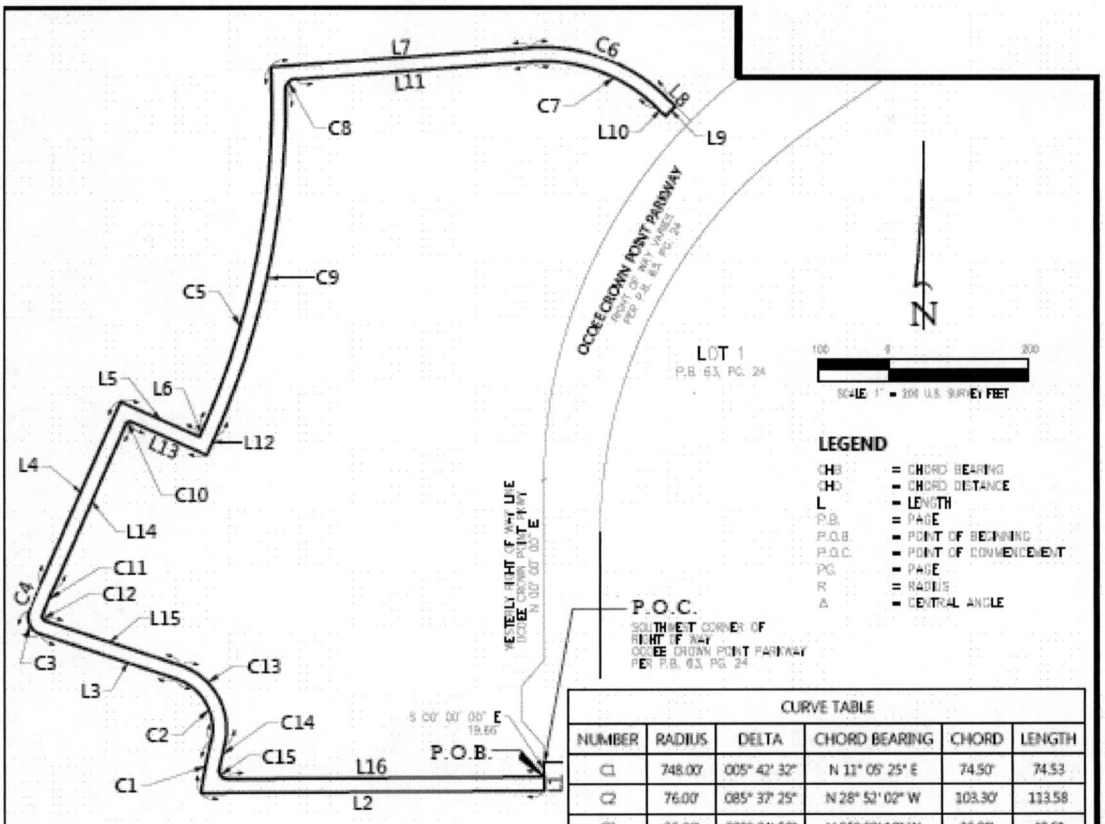
SECTION 1, TOWNSHIP 22 SOUTH, RANGE 27 EAST - ORANGE COUNTY, FLORIDA

vhb
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: C.A.P. CHECKED: E.J.D.
PROJECT # 61975.00
DRAWING: 61975.00-Drainage Esmt OCPS swale.DWG
DRAWING DATE: 05/17/2016
SHEET 1 OF 2

SKETCH & DESCRIPTION
DRAINAGE EASEMENT

ISSUED FOR:
ORANGE COUNTY PUBLIC SCHOOLS



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 00° 00' 00" E	20.00'
L2	S 89° 45' 07" W	490.23'
L3	N 71° 40' 44" W	205.63'
L4	N 23° 54' 12" E	283.23'
L5	S 66° 05' 48" E	124.00'
L6	N 23° 54' 12" E	10.94'
L7	N 85° 48' 31" E	371.78'
L8	S 45° 39' 29" E	19.21'

LINE TABLE		
LINE	BEARING	DISTANCE
L9	S 44° 20' 31" W	20.00'
L10	N 45° 39' 29" W	19.21'
L11	S 85° 48' 31" W	338.22'
L12	S 23° 54' 12" W	90.94'
L13	N 66° 05' 48" W	119.00'
L14	S 23° 54' 12" W	258.23'
L15	S 71° 40' 44" E	205.63'
L16	N 89° 45' 07" E	454.65'

CURVE TABLE					
NUMBER	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	748.00'	005° 42' 32"	N 11° 05' 25" E	74.50'	74.53
C2	76.00'	085° 37' 25"	N 28° 52' 02" W	103.30'	113.58
C3	25.00'	093° 04' 50"	N 25° 08' 19" W	36.29'	40.61
C4	974.00'	002° 30' 06"	N 22° 39' 09" E	42.53'	42.53
C5	1150.00'	026° 30' 27"	N 10° 38' 59" E	527.31'	532.04
C6	250.00'	048° 32' 00"	S 69° 55' 29" E	205.49'	211.77
C7	230.00'	048° 32' 00"	N 69° 55' 29" W	189.05'	194.83
C8	15.00'	086° 45' 57"	S 42° 25' 33" W	20.61'	22.72
C9	1170.00'	024° 51' 38"	S 11° 28' 23" W	503.69'	507.66
C10	5.00'	090° 00' 00"	S 68° 54' 12" W	7.07'	7.85
C11	954.00'	002° 30' 06"	S 22° 39' 09" W	41.65'	41.66
C12	5.00'	093° 04' 50"	S 25° 08' 19" E	7.26'	8.12
C13	96.00'	085° 37' 26"	S 28° 52' 02" E	130.48'	143.46
C14	728.00'	002° 55' 12"	S 12° 29' 04" W	37.10'	37.10
C15	10.00'	101° 17' 41"	S 39° 36' 43" E	15.46'	17.68

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
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Licensed Business # 7153

DRAWN BY: C.A.P. | CHECKED: E.J.D.
PROJECT # 61975.00
DRAWING: 61975.00-Drainage Esmt OCPS swale.DWG
DRAWING DATE: 05/16/16
SCALE: 1" = 200' | SHEET 2 OF 2

SKETCH & DESCRIPTION
DRAINAGE EASEMENT

ISSUED FOR:
ORANGE COUNTY PUBLIC SCHOOLS

EXHIBIT M

Phase 2A Fill Slope Easement Area

SEE SHEET 2 OF 3 FOR LEGAL DESCRIPTION

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 ASSUMED AND BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING NORTH 89° 41' 40" EAST, AS SHOWN ON THE PLAT OCOEE CROWN POINT PUD PHASE 1, PLAT BOOK 63, PAGE 24, OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA.

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-17.05 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

ELI DONALDSON DATE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 6984

SECTION 1, TOWNSHIP 22 SOUTH, RANGE 28 EAST - ORANGE COUNTY, FLORIDA

vhb
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: C.A.P. CHECKED: E.J.D.
PROJECT # 61975.00
DRAWING: 61975.00- Phase 2A TCE.DWG
DRAWING DATE: 06/13/2016
SHEET 1 OF 3

SKETCH & DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
ISSUED FOR:
THE CITY OF OCOEE

LEGAL DESCRIPTION

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

Commence at the southeast corner of said Section 1, as shown on the plat Ocoee Crown Point PUD Phase 1, as recorded in Plat Book 63, Page 24 of the public records of Orange County, Florida; thence run along the South line of the southeast quarter of said Section 1, South 89° 41' 40" West, a distance of 2250.02 feet; thence leaving said South line run North 00° 18' 20" West, a distance of 910.04 feet; thence North 00° 00' 00" West, a distance of 705.22 feet to the point of curvature of a curve concave southeast, having a radius of 996.00 feet, a central angel of 30° 11' 29", a chord bearing of North 15° 05' 45" East and a chord distance of 518.78 feet, thence run northerly along the arc of said curve a distance of 524.83 feet to the POINT OF BEGINNING, said point being a point on a curve concave southeasterly, having a radius of 996.00 feet, a central angle of 00° 15' 49", a chord bearing of North 30° 19' 24" East and a chord distance of 4.58 feet, thence run northerly along the arc of said curve a distance of 4.58 feet to a point of reverse curvature of a curve concave northwesterly, having a radius of 1125.00 feet, a central angle of 00° 16' 57", a chord bearing of North 30° 18' 50" East and a chord distance of 5.55 feet, thence run northerly along the arc of said curve a distance of 5.55 feet; thence South 68° 57' 28" East a distance of 328.11 feet to the point of curvature of a curve concave northerly, having a radius of 1218.67 feet, a central angle of 08° 21' 30", a chord bearing of South 73° 08' 14" East and a chord distance of 177.63 feet, thence run easterly along the arc of said curve a distance of 177.78 feet to a point of non-tangency and the point of curvature of a curve concave westerly, having a radius of 860.00 feet, a central angle of 10° 08' 05", a chord bearing of South 03° 33' 39" West and a chord distance of 151.92 feet, thence run southerly along the arc of said curve a distance of 152.12 feet; thence South 10° 23' 40" West a distance of 53.02 feet to a point on a non-tangent curve concave westerly, having a radius of 860.00 feet, a central angle of 11° 44' 33", a chord bearing of South 18° 01' 56" West and a chord distance of 175.95 feet, thence run southerly along the arc of said curve a distance of 176.25 feet; thence South 23° 54' 12" West, a distance of 71.66 feet; thence South 24° 43' 29" West, a distance of 50.69 feet; thence South 23° 39' 40" West, a distance of 171.62 feet; thence South 21° 45' 36" West, a distance of 75.24 feet; thence South 71° 40' 44" East a distance of 155.75 feet to a point on a non-tangent curve concave easterly, having a radius of 984.00 feet, a central angle of 03° 29' 09", a chord bearing of North 22° 09' 38" East and a chord distance of 59.86 feet, thence run northerly along the arc of said curve a distance of 59.86 feet; thence North 23° 54' 12" East, a distance of 293.23 feet; thence South 66° 05' 48" East, a distance of 124.00 feet; thence North 23° 54' 12" East a distance of 0.94 feet to the point of curvature of a curve concave westerly, having a radius of 1140.00 feet, a central angle of 26° 59' 47", a chord bearing of North 10° 24' 19" East and a chord distance of 532.18 feet, thence run northerly along the arc of said curve a distance of 537.14 feet; thence North 85° 48' 31" East a distance of 381.55 feet to the point of curvature of a curve concave southerly, having a radius of 260.00 feet, a central angle of 48° 32' 00", a chord bearing of South 69° 55' 29" East and a chord distance of 213.71 feet, thence run southeasterly along the arc of said curve a distance of 220.24 feet; thence South 45° 39' 29" East a distance of 49.28 feet to the westerly Right of Way line of Ocoee Crown Point Parkway as shown on said plat Ocoee Crown Point PUD Phase 1, said point being on a non-tangent curve concave southeasterly, having a radius of 733.73 feet, a central angle of 00° 46' 51", a chord bearing of South 44° 43' 57" West and a chord distance of 10.00 feet, thence run southwesterly along said Right of Way and arc of said curve a distance of 10.00 feet; thence leaving said Right of Way line run North 45° 39' 29" West a distance of 49.21 feet to the point of curvature of a curve concave southerly, having a radius of 250.00 feet, a central angle of 48° 32' 00", a chord bearing of North 69° 55' 29" West and a chord distance of 205.49 feet, thence run northwesterly along the arc of said curve a distance of 211.77 feet; thence South 85° 48' 31" West a distance of 371.78 feet to a point on a non-tangent curve concave westerly, having a radius of 1150.00 feet, a central angle of 26° 30' 27", a chord bearing of South 10° 38' 59" West and a chord distance of 527.31 feet, thence run southerly along the arc of said curve a distance of 532.04 feet; thence South 23° 54' 12" West, a distance of 10.94 feet; thence North 66° 05' 48" West, a distance of 124.00 feet; thence South 23° 54' 12" West a distance of 283.23 feet to the point of curvature of a curve concave easterly, having a radius of 974.00 feet, a central angle of 04° 03' 10", a chord bearing of South 21° 52' 37" West and a chord distance of 68.88 feet, thence run southwesterly along the arc of said curve a distance of 68.90; thence North 71° 40' 44" West, a distance of 176.05 feet; thence North 21° 45' 36" East, a distance of 86.02 feet; thence North 23° 39' 40" East, a distance of 171.88 feet; thence North 24° 43' 29" East, a distance of 50.71 feet; thence North 23° 54' 12" East a distance of 71.59 feet to the point of curvature of a curve concave westerly, having a radius of 850.00 feet, a central angle of 11° 43' 56", a chord bearing of North 18° 02' 14" East and a chord distance of 173.75 feet, thence run northerly along the arc of said curve a distance of 174.05 feet; thence North 10° 23' 40" East, a distance of 52.71 feet to the point of curvature of a curve concave westerly, having a radius of 850.00 feet, a central angle of 09° 36' 07", a chord bearing of North 03° 49' 01" East and a chord distance of 142.28 feet, thence run northerly along the arc of said curve a distance of 142.45 feet to an intersection with a non-tangent curve concave northerly, having a radius of 1228.67 feet, a central angle of 07° 59' 36", a chord bearing of North 72° 57' 16" West and a chord distance of 171.27 feet, thence run westerly along the arc of said curve a distance of 171.41 feet; thence North 68° 57' 28" West a distance of 329.74 feet to POINT OF BEGINNING.

Said parcel contains 0.707 Acres more or less

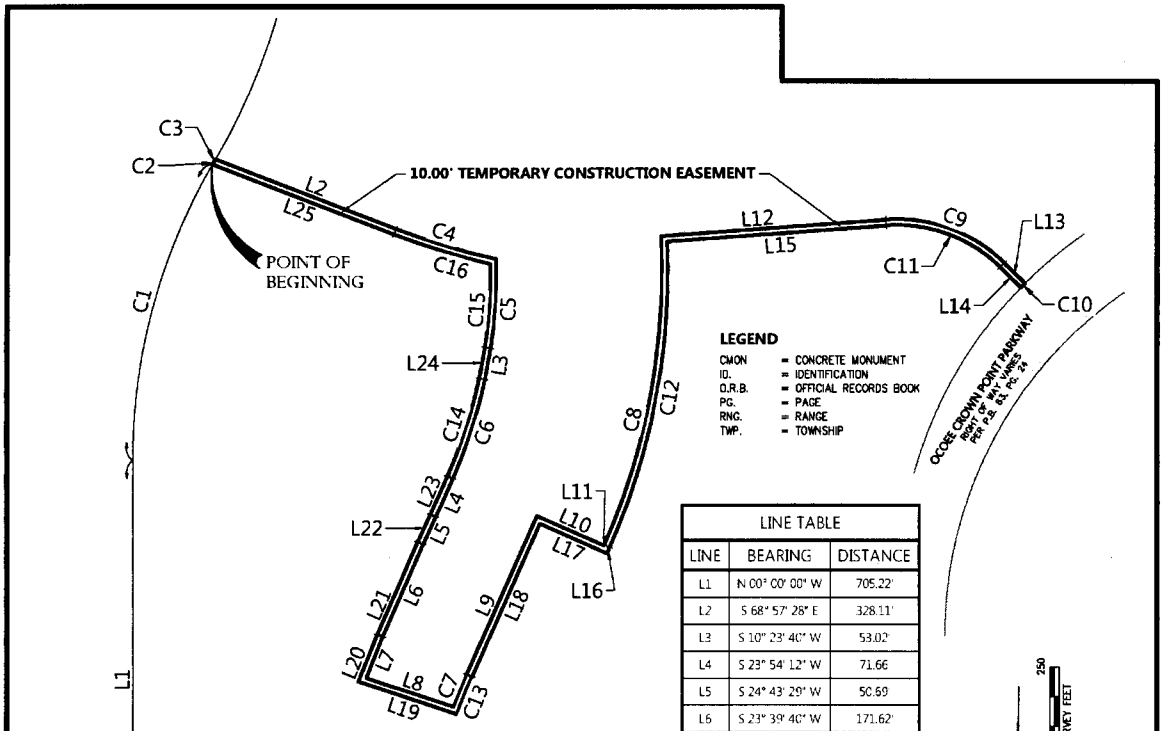
SEE SHEET 1 OF 3 FOR NOTES AND CERTIFICATION

SECTION 1, TOWNSHIP 22 SOUTH, RANGE 28 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: C.A.P. | CHECKED: E.J.D.
PROJECT # 61975.00
DRAWING: 61975.00- Phase 2A TCE DWG
DRAWING DATE: 06/13/2016
SHEET 2 OF 3

SKETCH & DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
ISSUED FOR:
THE CITY OF OCOEE



CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	996.00	30°11'29"	N 15° 05' 45" E	518.78	524.83'
C2	996.00	0°15'49"	N 30° 19' 24" E	4.58'	4.58
C3	1125.00	0°16'57"	N 30° 18' 50" E	5.55	5.55'
C4	1218.67	8°21'30"	S 73° 08' 14" E	177.63	177.78'
C5	860.00	10°08'05"	S 03° 33' 39" W	151.92'	152.12'
C6	860.00	11°44'33"	S 18° 01' 56" W	175.95	176.25
C7	984.00	3°29'09"	N 22° 05' 38" E	59.86'	59.86'
C8	1140.00	26°59'47"	N 10° 24' 19" E	532.16'	537.14'
C9	260.00	48°32'00"	S 69° 55' 29" E	213.71'	220.24'
C10	733.73	0°46'51"	S 44° 43' 57" W	10.00'	10.00'
C11	250.00	48°32'00"	N 69° 55' 29" W	205.49'	211.77'
C12	1150.00	26°30'27"	S 10° 38' 59" W	527.31'	532.04'
C13	974.00	4°03'10"	S 21° 52' 37" W	68.88'	68.90'
C14	850.00	11°43'56"	N 18° 02' 14" E	173.75	174.05
C15	850.00	9°36'07"	N 03° 49' 01" E	142.28'	142.45
C16	1228.67	7°59'36"	N 72° 57' 16" W	171.27'	171.41'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 00° 00' 00" W	705.22'
L2	S 68° 57' 28" E	328.11'
L3	S 10° 23' 40" W	53.02'
L4	S 23° 54' 12" W	71.66
L5	S 24° 43' 29" W	50.69
L6	S 23° 39' 40" W	171.62'
L7	S 21° 45' 36" W	75.24
L8	S 71° 40' 44" E	155.75'
L9	N 23° 54' 12" E	293.23'
L10	S 66° 05' 48" E	124.00'
L11	N 23° 54' 12" E	0.94'
L12	N 85° 48' 31" E	381.55'
L13	S 45° 39' 29" W	49.28
L14	N 45° 39' 29" W	49.21'
L15	S 85° 48' 31" W	371.78'
L16	S 23° 54' 12" W	10.94'
L17	N 66° 05' 48" W	124.00'
L18	S 23° 54' 12" W	263.23'
L19	N 71° 40' 44" W	176.05'
L20	N 21° 45' 36" E	86.02'
L21	N 23° 39' 40" E	171.68'
L22	N 24° 43' 29" E	50.71'
L23	N 23° 54' 12" E	71.59'
L24	N 10° 23' 40" E	52.71'
L25	N 68° 57' 28" W	329.74'

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
Vanasse Hangen Brustlin, Inc.

DRAWN BY: C.A.P.	CHECKED: E.J.D.
PROJECT # 61975.00	
DRAWING: 61975.00-Phase 2A TCE.DWG DRAWING DATE: 06/13/2016	
SCALE: 1" = 250'	SHEET 3 OF 3

SKETCH & DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

ISSUED FOR:
THE CITY OF OCOEE

EXHIBIT N

Phase 2B Fill Slope Easement Area

LEGAL DESCRIPTION

A portion of land located in Section 1, of Township 22 South, Range 27 East, Orange County, Florida; being more particularly described as follows.

Commence at the southwest corner of Tract "F" of Ocoee Crown Point PUD Phase 1, as recorded in Plat Book 63, Page 24 of the public records of Orange County, Florida, also being a point on the South line of the southeast quarter of said Section 1; thence run along said South line of the southeast quarter South 89° 41' 40" West, a distance of 109.23 feet; thence leaving said South line run North 00° 00' 00" East, a distance of 413.21 feet to the POINT OF BEGINNING; thence run South 89° 45' 07" West, a distance of 977.29 feet; thence North 00° 14' 53" West, a distance of 115.23 feet; thence South 89° 45' 07" West, a distance of 484.97 feet; thence North 26° 07' 51" West, a distance of 104.08 feet; thence North 06° 54' 53" West, a distance of 67.60 feet; thence South 74° 27' 21" West, a distance of 26.25 feet; thence North 15° 23' 50" West, a distance of 27.32 feet; thence North 11° 02' 27" West, a distance of 17.25 feet; thence North 14° 03' 57" West, a distance of 24.42 feet; thence North 15° 28' 29" West, a distance of 27.71 feet; thence North 16° 11' 03" West, a distance of 28.92 feet; thence North 16° 37' 38" West, a distance of 26.82 feet; thence North 16° 53' 16" West, a distance of 20.38 feet; thence North 13° 58' 23" West, a distance of 21.70 feet; thence North 21° 06' 03" East, a distance of 41.51 feet; thence North 89° 46' 15" East, a distance of 312.30 feet; thence North 00° 00' 00" East a distance of 705.22 feet to the point of curvature of a curve concave easterly, having a radius of 996.00 feet, a central angle of 30° 11' 29", a chord bearing of North 15° 05' 45" East and a chord distance of 518.78 feet, thence run northerly along the arc of said curve a distance of 524.83 feet; thence South 68° 57' 28" East a distance of 329.74 feet to the point of curvature of a curve concave northerly, having a radius of 1228.67 feet, a central angle of 07° 59' 36", a chord bearing of South 72° 57' 16" East and a chord distance of 171.27 feet, thence run easterly along the arc of said curve a distance of 171.41 feet to the point of intersection with a non-tangent curve concave westerly, having a radius of 850.00 feet, a central angle of 09° 36' 07", a chord bearing of South 03° 49' 01" West and a chord distance of 142.28 feet, thence run southerly along the arc of said curve a distance of 142.45 feet; thence South 10° 23' 40" West a distance of 52.71 feet to a point on a non-tangent curve concave westerly, having a radius of 850.00 feet, a central angle of 11° 43' 56", a chord bearing of South 18° 02' 14" West and a chord distance of 173.75 feet, thence run southerly along the arc of said curve a distance of 174.05 feet; thence South 23° 54' 12" West, a distance of 71.59 feet; thence South 24° 43' 29" West, a distance of 50.71 feet; thence South 23° 39' 40" West, a distance of 171.88 feet; thence South 21° 45' 36" West, a distance of 86.02 feet; thence South 71° 40' 44" East, a distance of 99.94 feet; thence South 18° 19' 16" West a distance of 52.00 feet to a point on a non-tangent curve concave southwesterly, having a radius of 25.00 feet, a central angle of 87° 13' 07", a chord bearing of South 28° 04' 11" East and a chord distance of 34.49 feet, thence run southerly along the arc of said curve a distance of 38.06 feet to a point of reverse curvature of a curve concave easterly, having a radius of 1026.00 feet, a central angle of 15° 32' 23", a chord bearing of South 07° 46' 11" West and a chord distance of 277.42 feet, thence run southerly along the arc of said curve a distance of 278.27 feet; thence South 00° 00' 00" East a distance of 56.19 feet to the point of curvature of a curve concave northwesterly, having a radius of 25.00 feet, a central angle of 89° 44' 27", a chord bearing of South 44° 52' 13" West and a chord distance of 35.28 feet, thence run westerly along the arc of said curve a distance of 39.16 feet; thence South 89° 44' 27" West, a distance of 141.35 feet; thence South 00° 15' 33" East, a distance of 52.00 feet; thence North 89° 44' 27" East, a distance of 12.91 feet; thence South 00° 15' 33" East, a distance of 54.00 feet; thence North 89° 44' 27" East, a distance of 47.00 feet; thence North 00° 15' 33" West, a distance of 54.00 feet; thence North 89° 44' 27" East, a distance of 158.10 feet; thence North 00° 00' 00" East a distance of 132.84 feet to the point of curvature of a curve concave easterly, having a radius of 974.00 feet, a central angle of 15° 14' 26", a chord bearing of North 07° 37' 13" East and a chord distance of 258.32 feet, thence run northerly along the arc of said curve a distance of 259.08 feet to a point of compound curvature of a curve concave southerly, having a radius of 25.00 feet, a central angle of 93° 04' 50", a chord bearing of North 61° 46' 51" East and a chord distance of 36.29 feet, thence run easterly along the arc of said curve a distance of 40.61 feet; thence North 18° 19' 16" East, a distance of 52.00 feet; thence South 71° 40' 44" East a distance of 205.63 feet to the point of curvature of a curve concave southwesterly, having a radius of 76.00 feet, a central angle of 85° 37' 25", a chord bearing of South 28° 52' 02" East and a chord distance of 103.30 feet, thence run southerly along the arc of said curve a distance of 113.58 feet to the point of reverse curvature of a curve concave easterly, having a radius of 748.00 feet, a central angle of 05° 42' 32", a chord bearing of South 11° 05' 25" West and a chord distance of 74.50 feet, thence run southerly along the arc of said curve a distance of 74.53 feet; thence North 89° 45' 07" East, a distance of 490.23 feet; thence North 00° 00' 00" East, a distance of 39.66 feet to the South Right of Way line of Ocoee Crown Point Parkway as shown on said Ocoee Crown Point PUD Phase 1 plat; thence run along said South Right of Way line North 90° 00' 00" East, a distance of 80.00 feet to the westerly boundary line of said Ocoee Crown Point PUD Phase 1 plat; thence leaving said South Right of Way line run the following two courses along said westerly boundary line South 00° 00' 00" East a distance of 399.74 feet to the point of curvature of a curve concave easterly, having a radius of 500.00 feet, a central angle of 17° 01' 29", a chord bearing of South 08° 30' 45" East and a chord distance of 148.02 feet, thence run southerly along the arc of said curve a distance of 148.57 feet; thence leaving said westerly boundary line run South 72° 58' 31" West, a distance of 80.00 feet; thence South 89° 45' 07" West, a distance of 55.42 feet to the POINT OF BEGINNING.

Said parcel contains 31.683 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-17.05 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

ELI DONALDSON — DATE
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. 6984

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

vhb
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.

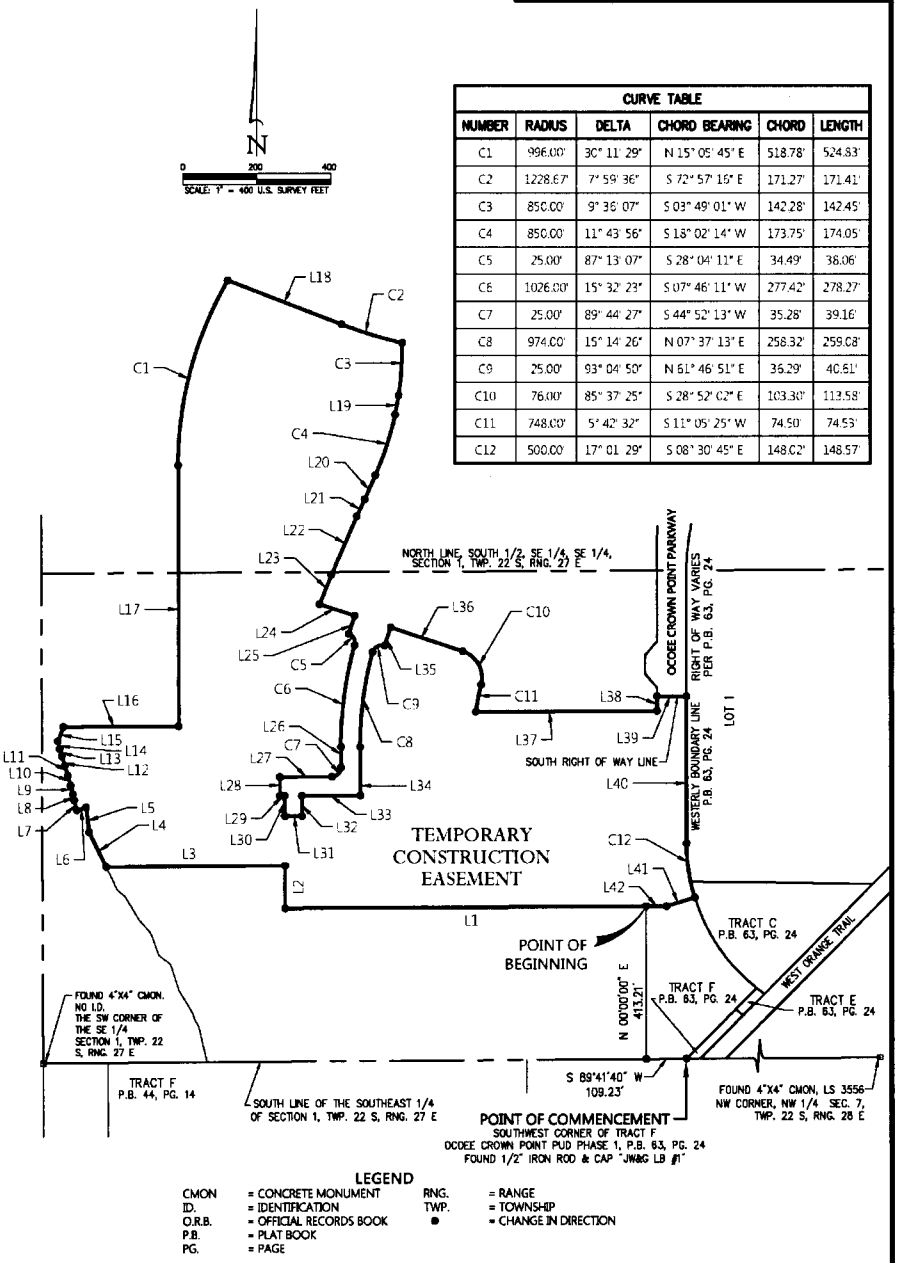
DRAWN BY: C.A.P. | CHECKED: E.J.D.
PROJECT # 61975.00
DRAWING: 61975.00-Ph2b TCE Esmt.DWG
DRAWING DATE: 06/13/2016
SHEET 1 OF 2

SKETCH & DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT

ISSUED FOR:
THE CITY OF OCOEE

LINE TABLE		
SEGMENT	DIRECTION	LENGTH
L1	S 89° 45' 07" W	977.29'
L2	N 00° 14' 53" W	115.23'
L3	S 89° 45' 07" W	484.97'
L4	N 25° 07' 51" W	104.08'
L5	N 06° 54' 53" W	67.50'
L6	S 74° 27' 21" W	26.25'
L7	N 15° 23' 50" W	27.32'
L8	N 11° 02' 27" W	17.25'
L9	N 14° 03' 57" W	24.42'
L10	N 15° 28' 29" W	27.71'
L11	N 16° 11' 03" W	28.92'
L12	N 16° 37' 38" W	26.82'
L13	N 15° 53' 16" W	20.36'
L14	N 13° 58' 23" W	21.70'
L15	N 21° 06' 03" E	41.51'
L16	N 89° 46' 15" E	312.30'
L17	N 00° 00' 00" E	705.22'
L18	S 68° 57' 28" E	329.74'
L19	S 10° 23' 40" W	52.71'
L20	S 23° 54' 12" W	71.59'
L21	S 24° 43' 29" W	50.71'
L22	S 23° 39' 40" W	171.68'
L23	S 21° 45' 36" W	85.02'
L24	S 71° 40' 44" E	99.94'
L25	S 18° 19' 16" W	52.00'
L26	S 00° 00' 00" E	56.19'
L27	S 89° 44' 27" W	141.35'
L28	S 00° 15' 33" E	52.00'
L29	N 89° 44' 27" E	12.91'
L30	S 00° 15' 33" E	54.00'
L31	N 89° 44' 27" E	47.00'
L32	N 00° 15' 33" W	54.00'
L33	N 89° 44' 27" E	158.10'
L34	N 00° 00' 00" E	132.84'
L35	N 18° 19' 16" E	52.00'
L36	S 71° 40' 44" E	205.63'
L37	N 89° 45' 07" E	490.23'
L38	N 00° 00' 00" E	39.66'
L39	N 90° 00' 00" E	80.00'
L40	S 00° 00' 00" E	399.74'
L41	S 72° 58' 31" W	80.00'
L42	S 89° 45' 07" W	55.42'

CURVE TABLE					
NUMBER	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	996.00'	30° 11' 29"	N 15° 05' 45" E	518.78'	524.83'
C2	1228.67'	7° 59' 36"	S 72° 57' 15" E	171.27'	171.41'
C3	850.00'	9° 36' 07"	S 03° 49' 01" W	142.28'	142.45'
C4	850.00'	11° 43' 56"	S 18° 02' 14" W	173.75'	174.05'
C5	25.00'	87° 13' 07"	S 28° 04' 11" E	34.49'	38.06'
C6	1026.00'	15° 32' 23"	S 07° 46' 11" W	277.42'	278.27'
C7	25.00'	89° 44' 27"	S 44° 52' 13" W	35.26'	39.16'
C8	974.00'	15° 14' 26"	N 07° 37' 13" E	258.32'	259.08'
C9	25.00'	93° 04' 50"	N 61° 46' 51" E	36.29'	40.61'
C10	76.00'	85° 37' 25"	S 28° 52' 02" E	103.30'	113.58'
C11	748.00'	5° 42' 32"	S 11° 05' 25" W	74.50'	74.53'
C12	500.00'	17° 01' 29"	S 08° 30' 45" E	148.62'	148.57'



LEGEND

CMON	= CONCRETE MONUMENT	RNG.	= RANGE
ID.	= IDENTIFICATION	TWP.	= TOWNSHIP
O.R.B.	= OFFICIAL RECORDS BOOK	●	= CHANGE IN DIRECTION
P.B.	= PLAT BOOK		
PG.	= PAGE		

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: C.A.P.	CHECKED: E.J.D.
PROJECT # 61975.00	
DRAWING: 61975.00-Ph2b TCE Esmt.DWG	
DRAWING DATE: 06/13/2016	
SCALE: 1" = 400'	SHEET 2 OF 2

SKETCH & DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT

ISSUED FOR:

THE CITY OF OCOEE

\\FLORIDATA\projects\61975.00 Ocoee Crown Point\cad\ld\Planset\PUD-PSP\05-psp-PUD-LUP.dwg

Traffic Impact Mitigation Plan

Road	Improvement	Timing
Ocoee Crown Point Parkway Extension (segment 1)	• Two-lanes of the four-lane section from the terminus of Ocoee Crown Point Parkway to the end of the proposed four-lane section	Completion required prior to issuance on a Certificate of Occupancy for a building within Tract 5 (High School).
	• Two-lanes from the terminus of four-lane section to the residential subdivision entrance	Completion required prior to issuance on a Certificate of Occupancy for a building within Tract 5 (High School).
Ocoee-Apopka Road/Ocoee Crown Point Parkway Intersection	• With construction of the Clarcona Ocoee Road project, Addition of SB right-turn lane	Upon completion of the Clarcona Ocoee Road project, the developer of the Westyn Bay project will construct this improvement.
	• With construction of the Clarcona Ocoee Road project, Addition of NB left-turn lane	Upon completion of the Clarcona Ocoee Road project, the developer of the Westyn Bay project will construct this improvement.
	• West approach including EB left-turn lane, two thru lanes and right-turn lane	Previously completed by the Westyn Bay developer.
	• With construction of the Clarcona Ocoee Road project, Addition of two WB thru lanes to serve the Ocoee Crown Point Parkway Extension	Upon completion of the Clarcona Ocoee Road project, the developer of the Westyn Bay project will construct this improvement.
	• With the construction of the Clarcona Ocoee Road project, Potential for meeting signal warrant requirements (the need for a signal should be analyzed later and installed when warranted)	Upon completion of the Clarcona Ocoee Road project, Completion is required prior to issuance on a Certificate of Occupancy for any building except within Tract 8, 9, 10 and 11.
Ocoee Crown Point Parkway Extension (segment 2)	• Final two-lanes of the four-lane section	Completion required prior to issuance on a Certificate of Occupancy for a building within Residential Tracts 2, 3 and 50.
	• Two-lanes from the residential subdivision entrance to Fullers Cross Road including signalization of West Orange Trail/Ocoee Crown Point Parkway intersection. (The need for a signal should be analyzed later and installed when warranted)	Completion required prior to issuance on a Certificate of Occupancy for a building within Tract 13 (Bus Depot/Townhomes).
Fullers Cross Road/Ocoee Crown Point Parkway Extension Intersection	• Addition of WB right-turn lane	Completion required prior to issuance on a Certificate of Occupancy for a building within Tract 13 (Bus Depot/Townhomes).
	• Addition of EB left-turn lane	Completion required prior to issuance on a Certificate of Occupancy for a building within Tract 13 (Bus Depot/Townhomes).
	• Potential for meeting signal warrant requirements (the need for a signal should be analyzed later and installed when warranted)	Completion required prior to issuance on a Certificate of Occupancy for a building within Tract 13 (Bus Depot/Townhomes).
	• Addition of separate SB left and right turn lanes from Ocoee Crown Point Parkway	Completion required prior to issuance on a Certificate of Occupancy for a building within Tract 13 (Bus Depot/Townhomes).
Village Center Drive	• From Ocoee Crown Point Parkway to Ocoee Apopka Road	Completion required prior to issuance on a Certificate of Occupancy for a building within Tract 6A, 6B, 6C, 6D, 6E, 6F, 6G, 7A or 7B.
Ocoee Apopka Road/West Orange Trail (Village Center Drive) Intersection	• Addition of SB right-turn lane	Completion required prior to issuance on a Certificate of Occupancy for a building within Tract 6A, 6B, 6C, 6D, 6E, 6F, 6G, 7A or 7B.
	• Addition of NB left-turn lane	Completion required prior to issuance on a Certificate of Occupancy for a building within Tract 6A, 6B, 6C, 6D, 6E, 6F, 6G, 7A or 7B.
	• West approach including EB left turn lane and share thru/right turn lane	Completion required prior to issuance on a Certificate of Occupancy for a building within Tract 6A, 6B, 6C, 6D, 6E, 6F, 6G, 7A or 7B.
	• East approach providing shared left/thru/right-turn lane	Completion required prior to issuance on a Certificate of Occupancy for a building within Tract 6A, 6B, 6C, 6D, 6E, 6F, 6G, 7A or 7B.
	• Signal and pedestrian crossing modifications to support vehicular traffic from side streets (the need for a signal should be analyzed later and installed when warranted)	Completion required prior to issuance on a Certificate of Occupancy for a building within Tract 6A, 6B, 6C, 6D, 6E, 6F, 6G, 7A or 7B.
Trail Road	• From West Orange Trail to Village Center Drive	Completion required prior to issuance on a Certificate of Occupancy for a building within Tract 6D, 6F, 6G, 7A, 7B, or 13 if developed for townhomes.
	• From West Orange Trail to end	Completion required prior to issuance on a Certificate of Occupancy for a building within Tract 6D, 7A, 7B or 13 if developed for townhomes.
Ocoee-Apopka Road/Fullers Cross Road Intersection	• Addition of left-turn lanes in the EB and NB approaches	Completion required prior to issuance on a Certificate of Occupancy for a building within Tract 9 or Tract 10.
	• Addition of a NB right-turn lane	Completion required prior to issuance on a Certificate of Occupancy for a building within Tract 9 or Tract 10.
	• Addition of left turn lanes in the WB and SB approaches	Completion required prior to issuance on a Certificate of Occupancy for a building within Tract 9 or Tract 10.
	• Addition of EB left-turn lane	Completion required prior to issuance on a Certificate of Occupancy for a building within Tract 9 or Tract 10.
	• Improvements to signalization, if requirements warrant (the need for improved signalization should be analyzed later and installed when warranted)	Completion required prior to issuance on a Certificate of Occupancy for a building within Tract 9 or Tract 10.

△1 △2 △4

Notes: The local two-lane road through the residential subdivision and the park area will be constructed for the limits of the residential or community park development. Completion of the entire roadway loop is not required for either one of the proposed developments. Sub-phases for all improvements may be permitted based upon proportionate traffic impacts for each project.

ATTACHED HOUSING - RESIDENTIAL GUIDELINES

TOWNHOME CRITERIA MATRIX

	Residential Building Setbacks				Garage Setbacks [1]					Porches		Pool Setbacks [2]		
Approximate [3] Lot Size	Front A	Side B	Side Corner C	Rear F	Front G	Side H	Zero Side I	Side Corner J	Rear Lane [4] K	Side Corner M	Front N	Side O	Rear P	Encroachment Setback [5] Q
(20'-29') x 90' Min.	10' Min.	0'&10' Min.	10' Min.	15' Min.	18' Min.	3' Min.	0'	5' Min.	18' Min.	3' Min.	5' Min.	N/A	N/A	2' Min.
(30'-39') x 90' Min.	10' Min.	0'&10' Min.	10' Min.	15' Min.	18' Min.	3' Min.	0'	5' Min.	18' Min.	3' Min.	5' Min.	3' Min.	3' Min.	2' Min.
(40'-45') x 90' Min.	10' Min.	0'&10' Min.	10' Min.	15' Min.	18' Min.	3' Min.	0'	5' Min.	18' Min.	3' Min.	5' Min.	3' Min.	3' Min.	2' Min.

NOTE: All setbacks are measured from principal structure to property line, unless otherwise noted.
[1] Side loaded alley garage minimum setback 10' from edge of pavement.
[2] Pool setbacks also apply to screen enclosures.
[3] Maximum impervious cover not to exceed 90% on individual lots.
[4] Rear lane garage setbacks measured from edge of pavement.
[5] Encroachment of a/c pads, chimneys, roof overhangs, utility equipment, bay windows and privacy walls may extend into yard setbacks.
[6] Building Setbacks for Townhomes shall be 25 feet for West Orange Trail.

DETACHED HOUSING - RESIDENTIAL GUIDELINES [7]

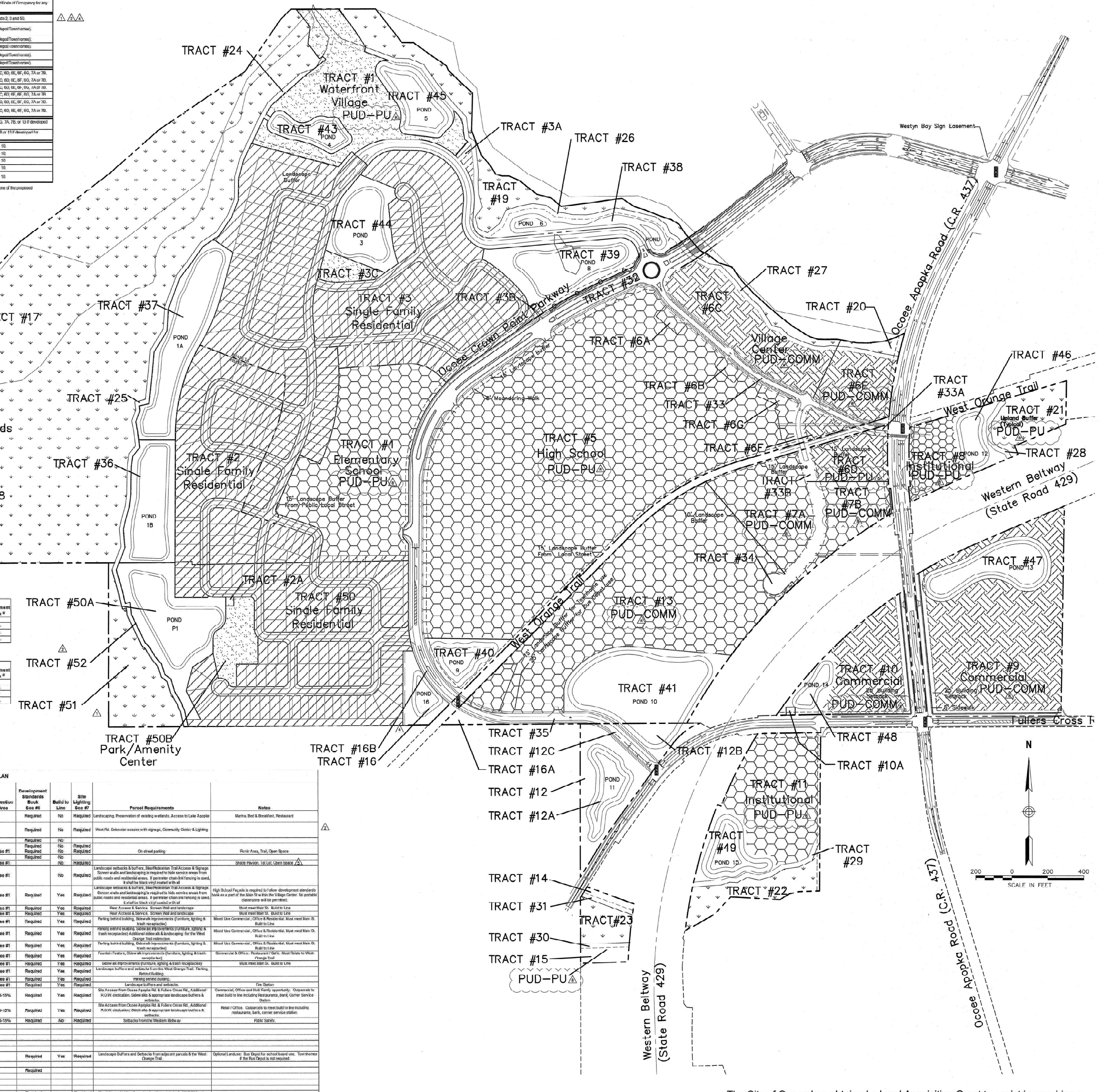
A - SINGLE-FAMILY LARGE LOT CRITERIA MATRIX

	Residential Building Setbacks						Garage Setbacks [1]						Porches		Pool Setbacks [2]		
Approximate [3] Lot Size	Front A	Side B	Side Street C	Side Portico D	Side (Zero Lot) [4] E	Rear F	Front G	Side H	Side (Zero Lot) I	Side Street J	Rear Lane [5] K	Rear L	Side Street M	Front N	Side O	Rear P	Encroachment Setback [6] Q
(60'-70') x 110' Min.	15' Min.	5' Min.	15' Min.	5' Min.	N/A	20' Min.	20' Min.	5' Min.	0'	15' Min.	18' Min.	5' Min.	10' Min.	10' Min.	5' Min.	10' Min.	2' Min.
(71'-100') x 110' Min.	15' Min.	5' Min.	15' Min.	5' Min.	N/A	20' Min.	20' Min.	5' Min.	0'	15' Min.	18' Min.	5' Min.	10' Min.	10' Min.	5' Min.	10' Min.	2' Min.
(>100') x 110' Min.	15' Min.	10' Min.	15' Min.	8' Min.	N/A	20' Min.	20' Min.	5' Min.	0'	15' Min.	18' Min.	5' Min.	10' Min.	10' Min.	5' Min.	10' Min.	2' Min.

B - SINGLE-FAMILY TRADITIONAL NEIGHBORHOOD DEVELOPMENT (TND) CRITERIA MATRIX

	Residential Building Setbacks						Garage Setbacks [1]						Porches		Pool Setbacks [2]		
Approximate [3] Lot Size	Front A	Side B	Side Street C	Side Portico D	Side (Zero Lot) [4] E	Rear F	Front G	Side H	Side (Zero Lot) I	Side Street J	Rear Lane [5] K	Rear L	Side Street M	Front N	Side O	Rear P	Encroachment Setback [6] Q
△1 (45'-49') x 120' Min.	10' Min.	5' Min.	10' Min.	3' Min.	5' or 0'&10' Min.	20' Min.	20' Min.	3' Min.	0'	15' Min.	18' Min.	5' Min.	10' Min.	5' Min.	3' Min.	5' Min.	2' Min.
(50'-54') x 100' Min.	10' Min.	5' Min.	10' Min.	3' Min.	5' or 0'&10' Min.	20' Min.	20' Min.	3' Min.	0'	15' Min.	18' Min.	5' Min.	10' Min.	5' Min.	3' Min.	5' Min.	2' Min.
(55'-65') x 100' Min.	10' Min.	5' Min.	10' Min.	3' Min.	5' or 0'&10' Min.	20' Min.	20' Min.	3' Min.	0'	15' Min.	18' Min.	5' Min.	10' Min.	5' Min.	3' Min.	5' Min.	2' Min.

NOTE: All setbacks are measured from principal structure to property line, unless otherwise noted.
[1] Side loaded alley garage minimum setback 10' from edge of pavement.
[2] Pool setbacks also apply to screen enclosures.
[3] Maximum impervious cover for Single Family Large Lots not to exceed 65% on individual lots.
Maximum impervious cover for Single Family Traditional Neighborhood not to exceed 75% on individual lots.
[4] Where zero-lot line architecture is utilized, 1 setback will be 0'.
[5] Rear lane garage setbacks measured from edge of pavement.
[6] Encroachment of a/c pads, chimneys, roof overhangs, utility equipment, bay windows and privacy walls may extend into yard setbacks.
[7] See Design Guidelines Book



LEGEND

- Institutional
- Commercial
- Residential
- Park
- Wetland Buffer / Wetland
- Property Line
- Setback Line
- ROW

△2 △4 MASTER DEVELOPMENT PLAN

Tract #	Land Use	Gross Floor Area	Building Height	Floor Area Ratio / Density	Front Setback	Side Setback	Street Setback See #6	Rear Setback	West Orange Trail Setback	Tract Acreage	Units	Parking Provided See #2	Retention Area	Development Standards Book See #6	Build to Line	Site Lighting See #7	Parcel Requirements	Notes
△4 1,43,45	Water Front Village	13,960	45 FT	1.0 FAR	25 FT	25 FT	25 FT	0 FT See #5		12.02		1/200 SF		Required	No	Required	Landscaping, Preservation of existing wetlands, Access to Lake Apopka	Marina, Bed & Breakfast, Restaurant
2	Single-Family Residential	N/A	35 FT	4.4 U/AC	See attached residential setbacks					35.07	150	2/Unit		Required	No	Required	West Rd. Extension access with signage, Community Center & Lighting	△2
2A	Lift Station			N/A						See #4				Required	No			
3	Single-Family Residential	N/A	35 FT	3.6U/AC	See attached residential setbacks					19.36	69	2/Unit		Required	No	Required		
3A	Community Park	N/A	35 FT	N/A	25 FT	25 FT	20 FT	25 FT		0.24			See #1	Required	No	Required	On street parking	Picnic Area, Trail, Open Space
3B	Lift Station			N/A						See #4				Required	No			
3C	Community Park	N/A	35 FT	N/A	25 FT	25 FT	20 FT	25 FT		0.88			See #1		No	Required		Shade Pavilion, Tot Lot, Open Space △5
4	Elementary School	N/A	45 FT	N/A	25 FT	15 FT	20 FT	15 FT		13.51			See #1		No	Required	Landscape setbacks & buffers, Bike/Pedestrian Trail Access & Signage. Screen walls and landscaping is required to hide service areas from public roads and residential areas. If perimeter chain link fencing is used, it shall be black vinyl coated with all	
5	High School	N/A	45 FT	N/A	Build To Line	15 FT	20 FT	15 FT	25 FT	51.21			See #1	Required	Yes	Required	Landscape setbacks & buffers, Bike/Pedestrian Trail Access & Signage. Screen walls and landscaping is required to hide service areas from public roads and residential areas. If perimeter chain link fencing is used, it shall be black vinyl coated with all	High School Façade is required to follow development standards book as a part of the Main St within the Village Center. No portable classrooms will be permitted.
6A	Workforce Education	5,400	45 FT	3.0 FAR	10 FT	0	10 FT	10 FT		0.28		1/250 SF	See #1	Required	Yes	Required	Rear Access & Service. Screen Wall and landscape	Must meet Main St. Build to Line
6B	Workforce Education	4,400	45 FT	3.0 FAR	10 FT	0	10 FT	10 FT		0.23		1/250 SF	See #1	Required	Yes	Required	Rear Access & Service. Screen Wall and landscape	Must meet Main St. Build to Line
6C	Village Center	54,900	45 FT	3.0 FAR	10 FT	0	10 FT	10 FT		5.73		1/250 SF	See #1	Required	Yes	Required	Parking behind building, Sidewalk improvements (furniture, lighting & trash receptacles)	Mixed Use Commercial, Office & Residential. Must meet Main St. Build to Line
6D	Village Center	24,800	45 FT	3.0 FAR	10 FT	0	10 FT	10 FT	10 FT	2.33		1/250 SF	See #1	Required	Yes	Required	Parking Behind Building. Sidewalk improvements (furniture, lighting & trash receptacles) Additional sidewalk & landscaping for the West Orange Trail redirection.	Mixed Use Commercial, Office & Residential. Must meet Main St. Build to Line
6E	Village Center	28,600	45 FT	3.0 FAR	10 FT	0	10 FT	10 FT	10 FT	2.98		1/250 SF	See #1	Required	Yes	Required	Parking behind building, Sidewalk improvements (furniture, lighting & trash receptacles)	Mixed Use Commercial, Office & Residential. Must meet Main St. Build to Line
6F	Village Center	5,700	45 FT	3.0 FAR	10 FT	0	10 FT	10 FT	10 FT	0.60		1/250 SF	See #1	Required	Yes	Required	Fountain Feature, Sidewalk improvements (furniture, lighting & trash receptacles)	Commercial & Office: Restaurant / Café. Must Relate to West Orange Trail
6G	Workforce Education	9,600	45 FT	3.0 FAR	10 FT	0	10 FT	10 FT	10 FT	0.50		1/250 SF	See #1	Required	Yes	Required	Sidewalk improvements (furniture, lighting & trash receptacles)	Must meet Main St. Build to Line
7A	Workforce Education	60,200	45 FT	3.0 FAR	10 FT	0	10 FT	10 FT	10 FT	5.24		1/250 SF	See #1	Required	Yes	Required	Landscape buffers and setbacks from the West Orange Trail. Parking Behind Building.	
7B	Workforce Education	27,000	45 FT	3.0 FAR	10 FT	0	10 FT	10 FT		2.62		1/250 SF	See #1	Required	Yes	Required	Parking behind building.	
8	Institutional	11,700	60 FT	1.0 FAR	25 FT	25 FT	25 FT	25 FT	25 FT	2.45		1/250 SF	See #1	Required	Yes	Required	Landscape buffers and setbacks.	Fire Station
9	Commercial / Mixed Use Opportunity	139,500	35 FT	3.0 FAR	25 FT	0	15 FT	20 FT		14.56		1/200 SF	10-15%	Required	Yes	Required	Site Access from Ocoee Apopka Rd. & Fullers Cross Rd., Additional R.O.W. dedication. Sidewalks & appropriate landscape buffers & setbacks.	Commercial, Office and Multi Family opportunity. Outparcels to meet build to line including Restaurants, bank, Corner Service Station
10	Commercial / Office	49,000	35 FT	3.0 FAR	25 FT	0	15 FT	20 FT		5.64		1/200 SF	10-15%	Required	Yes	Required	Site Access from Ocoee Apopka Rd. & Fullers Cross Rd., Additional R.O.W. dedication. Sidewalks & appropriate landscape buffers & setbacks.	Retail / Office. Outparcels to meet build to line including restaurants, bank, corner service station.
11	Institutional	N/A	35 FT	3.0 FAR	25 FT	25 FT	25 FT	20 FT		6.96		1/250 SF	10-15%	Required	No	Required	Setbacks from the Western Beltway	Public Safety.
12	R.O.W. & Retention									N/A See#3								
12A	Retention																	
12B	Retention																	
12C	R.O.W.																	
12D	Open Space																	
13	Bus Depot / Townhomes			10 U/AC	See residential attached dwelling guidelines - Bldg. setback is 50' for Bus Depot Use					21.74	217	2/Unit		Required	Yes	Required	Landscape Buffers and Setbacks from adjacent parcels & the West Orange Trail	Optional Landuse: Bus Depot for school board use. Townhomes if the Bus Depot is not required.
14-16A	Open Space									0.98								
16B	Road Extension									0.56				Required				
17	Sovereign Wetland									34.31								
18-23,51	Wetland									61.53								
△2 24-31, 52	Wetland Buffer									5.36								
△4 32,33, 33A-35	R.O.W.									15.12				Required		Required	Street Trees, Lighting & on street parking on indicated R.O.W. tracts.	
△2 10, 36-41, 44, 46-49, 50A	Retention									44.57							Possible Fountain Feature location where indicated.	
△7 50	Single-Family Residential	N/A	35 FT	4.9 U/AC	See attached residential setbacks					22.00	108	2/Unit		Required	No	Required	Ocoee Crown Point Parkway access with signage. Community Center & Lighting	Community Center: 1000 SF Mtg. Room, Tot Lot & Open Space Only one community meeting room shall be required between Tracts 2, 3 & 50.
50B	Community Park	N/A	35 FT	N/A	25 FT	25 FT	20 FT	25 FT		1.99			See #1		No	Required		
	TOTAL ACREAGE									391.37								

#1: Retention in master retention system. #2: Minimum parking to be provided at 1/250 SF of commercial / office / workforce education. Shared parking shall be permitted upon submission of a traffic study or shared parking analysis. #3: Owned by OCPS. Tracts will be used for retention, detention, R.O.W., Open Space & Signage only. #4: Acreages are included within parent tracts. Location of said tracts are subject to change. #5: Rear setback is 0 FT from the Wetland Buffer. #6: All Commercial & Public use parcels shall be controlled primarily by Ordinance #99-23 (as amended from time to time). The tracts labeled 'Required' shall follow the guidelines set forth in the Crown Point Development Standards Book. #7: Site Lighting shall be controlled by Ordinance #99-23 (as amended from time to time) & the guidelines set forth in the Crown Point Development Standards Book. The tracts adjacent to the Western Beltway shall have a min. building setback of 75 FT from the Western Beltway R.O.W. line.

The City of Ocoee has obtained a Land Acquisition Grant to assist in acquiring a portion of the subject property to establish a park area, part of which would be dedicated to boating related activities (approximately 10 acres). For the purpose of that Grant, the following tracts have been identified as contributing to the required 10 acres for this purpose: Tract '1' (8.18 acres), Tract '43' (1.46 acres) and Tract '45' (2.38 acres). △4

vhb
Vanasse Hangen Brustlin, Inc.
225 E. Robinson Street, Suite 300
Orlando, Florida 32801
407.839.4006 • FAX 407.839.4008
Certificate of Authorization Number FL #3932

The Center of Good Living OCOEE
OC PS

No.	Revision	Date	Appvd
8	DRC Comments	5-27-16	JRH
7	DRC Comments	9-15-15	JRH
6	DRC Comments	8-26-15	JRH
5	Revised Plans	8-7-15	JRH
4	Revised Plans	6-11-15	JFK
3	City Review 6-15-04	6-16-04	JFK
2	DRC COMMENTS 4-21-04	5-27-04	JFK
1	Addition of Poer Property	3-5-04	JFK

Designed by | Drawn by | Checked by
CAD checked by | Approved by
Scale 1" = 200' | Date 05/22/02

Project Title
Ocoee Crown Point PUD
PUD Land Use Plan/PSP

Ocoee, Florida
Issued for

Not Approved for Construction
Drawing Title

PUD Land Use Plan

Drawing Number
C005
Sheet 5 of 28
Project Number 61975.00

05-psp-PUD-LUP.dwg

Saved Friday, June 10, 2016 8:51:05 AM GGERLACH Plotted Friday, June 10, 2016 8:52:23 AM Gierlach, Catherine

STAFF REPORT

Meeting Date: March 5, 2024
Item #: 7

Contact Name: Mark Johnson
Contact Number: Ext. 5002

Department Director: Mark Johnson
City Manager: Robert Frank

Subject: Approval of Payment for the 2024 Ocoee Music Festival Entertainment. (Parks and Recreation Director Johnson)

Background Summary:
The entertainment for the 2024 Ocoee Music Festival will include the headline act of Bret Michaels on Friday, April 12th, and Cooper Alan and Michael Ray on Saturday, April 13th. The cost of Bret Michaels totals $100,000, which requires approval from the City Commission, in accordance with the City of Ocoee Purchasing Rules and Regulations. Additional entertainers have also been retained, including Los Lonely Boys and Dion Pride; the cost for each of these individual entertainers falls under the dollar threshold for the City Manager to approve. Final payments for the entertainment will be made on the day of each respective entertainer's performance or as otherwise agreed.

Issue:
Should the Honorable Mayor and City Commissioners authorize staff to make the payment for the 2024 Ocoee Music Festival headline act Bret Michaels $100,000 in accordance with the City of Ocoee Purchasing Rules and Regulations?

Recommendations:
Staff respectfully recommends the Honorable Mayor and City Commissioners authorize staff to make the payment for the 2024 Ocoee Music Festival headline act of Bret Michaels in the amount of $100,000.

Attachments:
1. Contract - Bret Michaels

Financial Impacts:
Funds will be available from the FY 2023- 24 General Budget and from anticipated sponsorships, vendor fees, beverage sales, and preferred seating sales.

Type of Item: Consent

Contract #: 1193813
Agent: Darius Sabet
Phone: (310) 273-6700
Sabet_D@unitedtalent.com

Agreement made Monday, November 13, 2023 by and between **Last Child Productions, Inc.** F/S/O **Bret Michaels** ('Artist') and **4WALLS Entertainment Inc.** ('Purchaser').

It is mutually agreed that the Purchaser engages the Artist to perform the following engagement(s) upon the terms and conditions hereinafter set forth. Attached Exhibit A - Additional Terms and Conditions and Artist's Rider are made part of this Agreement by this reference.

1. **Artist:** Bret Michaels
   Loanout/Producer: **Last Child Productions, Inc.** **Tax ID:** 95-4649673
2. **Billing:** Festival - Ocoee Music Festival
3. **Engagement Venue:** **Bill Breeze Park**
   150 North Lakeshore
   Ocoee, Florida 34761
   United States
4. **Date of Engagement:** **Friday, April 12, 2024** **No. Shows: One (1)**
5. **Schedule:** 6:00pm - Artist-Approved Local Openers - LAYLA BRISBOIS BAND
   7:30pm - Los Lonely Boys
   9:00pm - Bret Michaels

   Set Length: Artist to perform one approximately 60-75 minute set.
6. **Deal:** $100,000.00 USD Flat Guarantee
   PLUS Purchaser to provide and pay for house Sound and Lights, per Artist specifications and approval.
   PLUS Purchaser to provide and pay for festival catering, per advance.
   Purchaser to supply a thrust on the front of the stage. 8'x32'x5'
7. **Additional Provisions:** Due to safety concerns over the spread of COVID-19, it is understood and accepted that the Artist has no contractual or legal obligation to attend a meet and greet of any kind regardless of what may be in the written offer.

   In the event that Promoter asks to cancel Artist's performance, written proof must be provided that documents the governmental mandate as to why Artist's performance cannot continue as planned. If there is no governmental mandate, Promoter will pay a 50% cancelation fee to the Artist within five (5) business days that the notice of cancelation is provided to UTA.

   Any additional Artist(s) must be approved in advance.

   Artist to go on stage no later than 9:30pm.

   All announce/promotion/advertising/marketing/radio presents must be approved in writing from Cori Gadbury at United Talent Agency (cori.gadbury@unitedtalent.com) and/or Michaels Entertainment Group (janna@bretmichaels.com // 615-746-6568)

   If PROMOTER requires a fully executed contract for deposits, a buyer signed contract must be returned to United Talent Agency at least forty-five (45) days prior to the performance.

   Artist name shall not be included on any festival merchandise without prior negotiation and written approval.

   Purchaser to provide cashier's check made payable to Last Child Productions INC. PLEASE ENSURE ALL CHECKS ARE DRAFTED ACCORDINGLY.

STAFF REPORT

Meeting Date: March 5, 2024
Item #: 8

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: First Reading of Ordinance for 474 S. Bluford Avenue Townhomes - Small-Scale Comprehensive Plan Future Land Use Map Amendment from Low-Density Residential (LDR) to Medium Density Residential (MDR) & Rezoning from R-1AA to PUD; Project No(s). CPA-2022-005 & RZ-22-12-45. (Zoning Manager Whitfield)

Background Summary:
Owner/Applicant: Jasbir S. Kalsi

General Location: The property is located in Commission District 2 on the east side of South Bluford Avenue, beginning approximately 235 feet north of East Orlando Avenue.

Property Size and Parcel ID No.: The property contains approximately 0.94 acres and is assigned parcel identification number 17-22-28-6144-04-361.

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

Current Future Land Use (FLU) Map Designation	Current Zoning District	Existing Land Use	Overlays/Unique Features
Low Density Residential (Up to 4 units per acre) (Max: 4 lots)	R-1AA	Vacant, wooded	Downtown Redevelopment Area Overlay District & Wekiva Study Area

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

Direction	Jurisdiction	FLUM Designation	Zoning District	Existing Land Use
North	City	Low Density Residential	R-1AA	Single Family Dwelling
South	City	Low Density Residential	R-1AA	Single Family Dwelling
East	City	Low Density Residential	R-1AA	Single Family Dwelling
West	City	Low Density Residential	R-1AA	Single Family Dwelling

Proposed Development/Land Use Plan: The applicant is proposing a Small-scale Comprehensive Plan Future Land Use Map Amendment from LDR to MDR and corresponding Rezoning from R-1AA to PUD in order to develop a 5-lot fee-simple townhome subdivision. The table below summarizes the proposed development and standards of the Land Use Plan.

Proposed FLUM Designation	**Proposed Zoning District**	**Proposed Use**	**Proposed LUP Development Standards**
Medium Density Residential (4 to less than 8 units per acre) (Max: 8 lots)	PUD (Planned Unit Development)	5 Single-Family Attached (Fee-Simple Townhome) Residential Uses (Proposed density: 5.3 units per acre)	Standards established by the associated Land Use Plan are as follows: Building Setbacks: Front - 10 feet, Side - 10 feet, Rear - 10 feet Building Height: 33 feet Parking: 2 spaces per unit (garage) plus 8 guest parking spaces (7 regular & 1 handicap spaces) Maximum ISA: 60%

The Land Use Plan states that the maximum impervious surface area shall be limited to 60%, which means that that is what the site will be designed for relative to drainage. However, the proposed development impervious surface area footprint is proposed at 40.28%, which is less than the maximum permitted in any residential zoning district. Given the constraints of the property, any additional impervious surface area in the future would be limited to that area outside of the landscape area and utility easement.

Please note that the rendering included in this staff report (First Reading) shows the townhome building changed from 3 stories to 2 stories; however, it is still showing 6 units (as well as a 6-unit garage) because the architect is still working on updating the renderings to reduce the number of units/lots from 6 lots to 5 lots.

Consistency with Florida Statutes: N/A

Consistency with JPA Agreement: N/A

Consistency with Adopted Comprehensive Plan: The property is located within the Downtown Redevelopment Area (DRA), which is intended to attract reinvestment in the downtown area of Ocoee through flexible development regulations and innovative designs. Development of the downtown should include mixed uses and various forms of residential uses.

Access: Access will continue to be via South Bluford Avenue, and site design for the project will consider and accommodate the planned landscape plan associated with the Bluford Streetscape Project.

Utilities: The proposed Land Use Plan (LUP) shows connections to a potable water system, including domestic water services, irrigation, and fire protection, as well as sanitary sewer connection. The Utilities Department has provided comments and guidance for when the development comes in for the Short-form subdivision plan review. Domestic water services shall be master metered. The fire protection line shall be tapped separately from domestic water and irrigation. The property shall connect to the nearest public manhole by private force main in the City's right-of-way (ROW) on South Bluford Avenue. The private force main in the City's ROW must be designed to City standards and must include a check valve near the property line outside of the pavement. The private force main in the ROW shall not use 90-degree elbows and shall be outside of the pavement whenever possible. The requirements of the City's Engineering Standards Manual, including Articles 3 and 31, shall be required to ensure that the proposed design meets City standards. A development agreement shall be prepared to require the property to abandon a portion of the private force main and

connect to City gravity sewer on South Bluford Avenue directly west of the property when it becomes available. The Utilities Department has approved the proposed CPA and rezoning to PUD. It has provided the applicants with a Utilities Checklist for when the Engineering Plans are prepared/submitted for review, including a requirement that the force main will be installed to City standards and owned and maintained by the developer and a plug valve shall be added to the private force main at the property line.

Transportation: Based on the concurrency management system (CMS) capacity spreadsheet (last updated 2022), all segments of South Bluford Avenue are currently operating at or above the adopted level of service (LOS) standard of D, with intersections performing at volume-to-capacity (v/c) with vested trip ratios ranging from 0.56 to 0.71 (meaning the volume does not exceed capacity). It should be noted that with the planned improvements associated with the South Bluford Avenue Streetscape Project, the existing median and turn lane in this area will be removed, and the sidewalk on the east side of Bluford Avenue will be widened to a 10-foot widewalk that will run to Old Winter Garden Road. Thus, the proposed access shown on the LUP will be a full-access driveway, and turning radii adjustments may be needed at time of subdivision plan review.

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

Schools: The proposed Medium Density Residential (MDR) designation allows up to 8 dwelling units per acre, resulting in a maximum of eight (8) dwelling units. Per the Interlocal Agreement with Orange County Public Schools, the maximum 8 units is considered de minimus.

Public Safety: The property is currently within fire and police protection and service zones. The property is located within 500 feet of Fire Station 25, located at 563 South Bluford Avenue, and within 1.25 miles of the Ocoee Police Station, located at 646 Ocoee Commerce Parkway.

Issue:

Should the Honorable Mayor and City Commissioners approve a Small-Scale Comprehensive Plan Future Land Use Map Amendment from Low Density Residential (LDR) to Medium Density Residential (MDR) and corresponding Rezoning from R-1AA (Single Family Dwelling District) to PUD (Planned Unit Development District) for the development of a 5-lot single-family attached (fee-simple townhome) subdivision on the property located at 474 South Bluford Avenue?

Recommendations:

Development Review Committee (DRC) Recommendation:

The Development Review Committee (DRC) met on Tuesday, February 7, 2023, to consider the application for a Small-Scale Comprehensive Plan Future Land Use Map Amendment (CPA) and Rezoning to PUD for the development of a condominium (multi-family residential) building at three (3) stories. At that meeting, the DRC made a recommendation of approval subject to the following conditions of approval:

I. Revision of the Land Use Plan (LUP) to indicate a maximum impervious surface area (ISA) of 50% of the lot or parcel area and to include a note that the landscape buffer along South Bluford Avenue will complement the street landscaping from the Bluford Avenue Streetscape Plan,
II. Resolution of all outstanding Utilities Department comments regarding water and sewer connections and Public Work comments regarding limited access (right-in/right-out) design and garbage dumpster location and
III. Execution of a Development Agreement for infrastructure improvements and modifications as needed.

The item went to the Planning & Zoning Commission on Tuesday, February 14, 2023, where, based on concerns regarding traffic, vehicular circulation, and density, the PZC made a recommendation of denial.

Since that time, the applicant has modified the proposed Land Use Plan to address previous conditions 1 and 2 by providing a maximum ISA of 60%, shifting the driveway location north to create a full access driveway, and

providing a dumpster. Furthermore, the applicant changed the use from a multi-family residential product to a single-family attached fee-simple townhome product, reduced the number of units from six (6) to five (5), and reduced the height of the building from three (3) stories to (2) stories. The LUP also decreased the proposed maximum height from 45 feet to 33 feet, which is less than the 35 feet allowed in all conventional residential zoning districts.

On Tuesday, February 6, 2024, the DRC met to re-consider the Small-Scale CPA and Rezoning to PUD for a single-family residential product and made a recommendation of approval subject to the condition that all outstanding staff comments, specifically Utilities comments, are addressed at the time of Subdivision Plan submittal and review.

Planning & Zoning Commission (PZC) Recommendation:
The Planning & Zoning Commission heard this item at its February 13, 2024, public hearing. Discussions and public comments were relative to parking, building materials for the townhomes, area not being ready for high density multi-family apartments, possible impacts of the CPA and rezoning to the surrounding areas, desire to keep single-family detached low density status of the area, future plans for the area, and the number of variances in the proposed plan.

Following public comments and at the request of the PZC, staff provided the following clarifications:

- Regarding plans for the area, staff shared the vision of the Downtown Redevelopment Area, described the boundaries of the City's downtown area, explained the status of Bluford Avenue as an arterial road, briefly described the plans for road improvements (including wide-walks/sidewalks on both sides of the road, street trees and street lighting) associated with the Bluford Streetscape Project, and clarified the planning efforts to bring forth urban character and scale to the Bluford Avenue arterial corridor to maximize the City improvements and investments along Bluford Avenue.
- Regarding the variances, staff explained that there are no variances requested or associated with the CPA and Rezoning applications. The proposed rezoning to PUD requires an accompanying Land Use Plan, which establishes the standards specific to this property. The proposed LUP for the 5-lot townhome is consistent with the Code relative to parking, buffering, and open space and is stricter than the Code for a maximum building height at 33 feet, in lieu of 35 feet. Regarding the maximum ISA, staff expressed that the site could likely be adjusted to reduce the impervious surface area to 50% (consistent with all conventional residential zoning districts) with the reduction in the drive aisle width between the garage and the parking area. The proposed setback is consistent with new developments coming into the downtown, in accordance with the various adopted Special Area Plans.

Following discussion, the Planning and Zoning Commission made the following recommendations:

- Recommendation of approval of the Small-Scale Comprehensive Plan Future Land Use Map Amendment without conditions and
- Recommendation of approval of the Rezoning to PUD subject to the condition that all outstanding staff comments, including the Utility comments, are addressed prior to subdivision plan submittal/review and that the architecture of the building be brick or other quality material consistent with the brick homes along Bluford Avenue.

Since the PZC hearing, the applicant has provided updated renderings to show a proposed white brick treatment on the front and side elevations, and the architect is currently working on revising the rendering to reduce the number of units from 6 units to 5 units, consistent with the revised Land Use Plan.

Staff Recommendations:
Staff recommends that the Honorable Mayor and City Commissioners approve the Small-Scale Comprehensive Plan Future Land Use Map Amendment from Low Density Residential (LDR) to Medium Density Residential (MDR) without conditions and approve the corresponding Rezoning from R-1AA (Single Family Dwelling District) to PUD

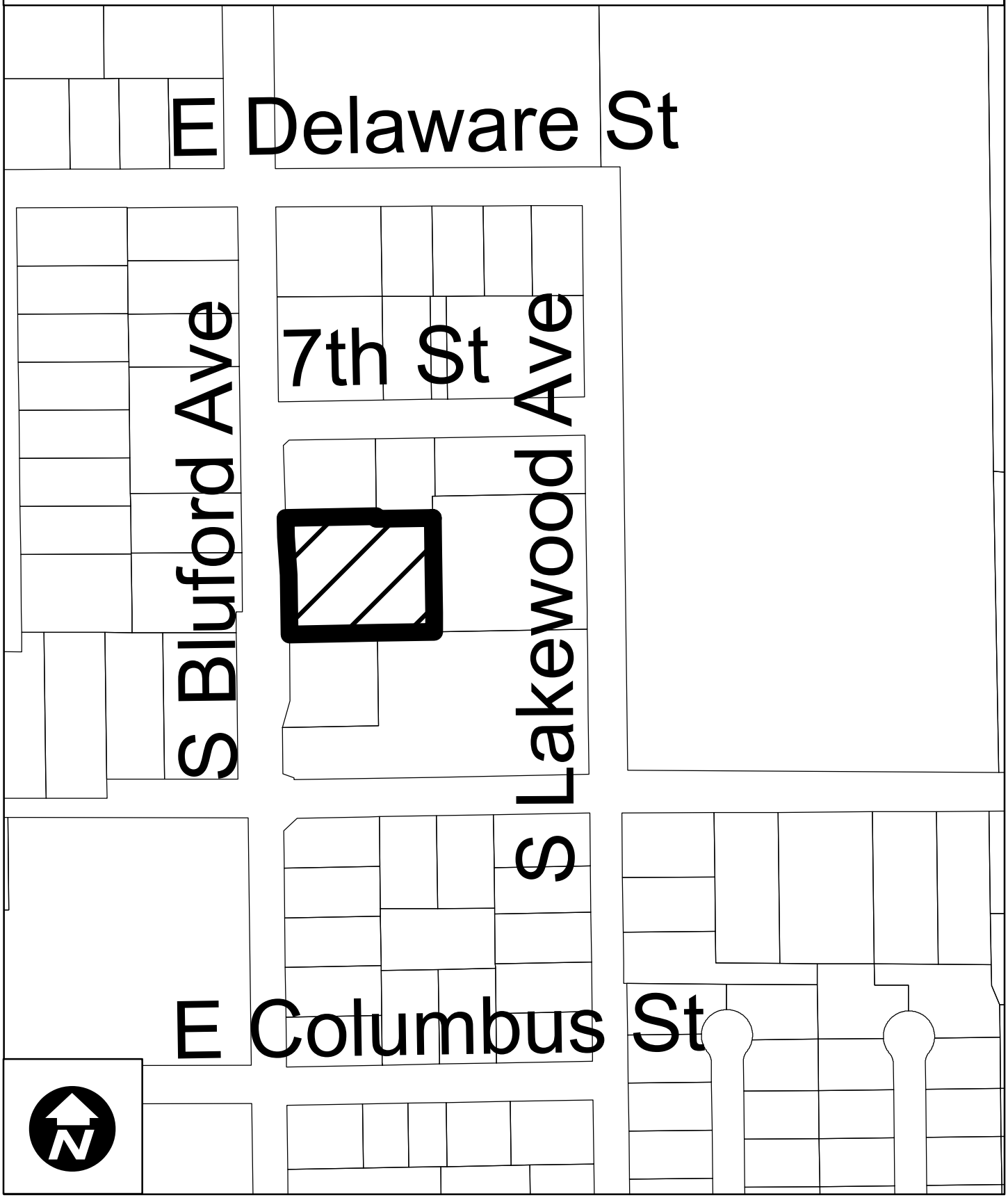
(Planned Unit Development District) for the development of a 5-lot single-family attached (fee-simple townhome) subdivision on the property located at 474 South Bluford Avenue, subject to the condition that all outstanding staff comments, specifically Utilities comments, are addressed at the time of Subdivision Plan review and that the architecture of the building be brick or other quality material consistent with the brick homes along Bluford Avenue.

Attachments:
1. Location Map
2. Aerial Map
3. FLU Map
4. Zoning Map
5. Revised Land Use Plan
6. Ocoee Townhome Elevations
7. SSCPA Ordinance
8. Rezoning Ordinance

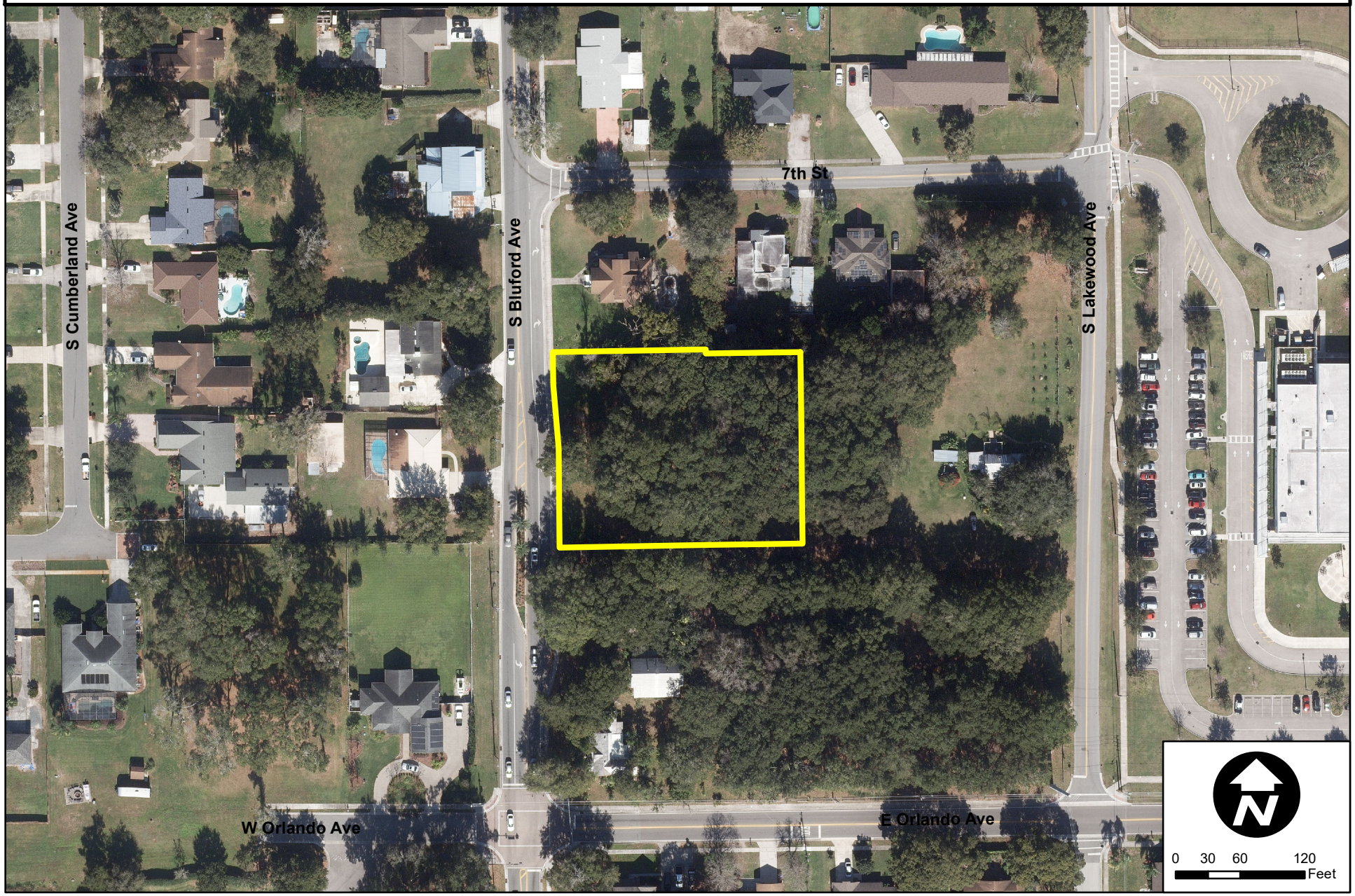
Financial Impacts:
N/A

Type of Item: First Reading

474 S Bluford Ave Townhomes CPA & Rezoning
Location Map



474 S. Bluford Ave Townhomes
2022 Aerial Photography



474 South Bluford Avenue
Surrounding Future Land Use Map

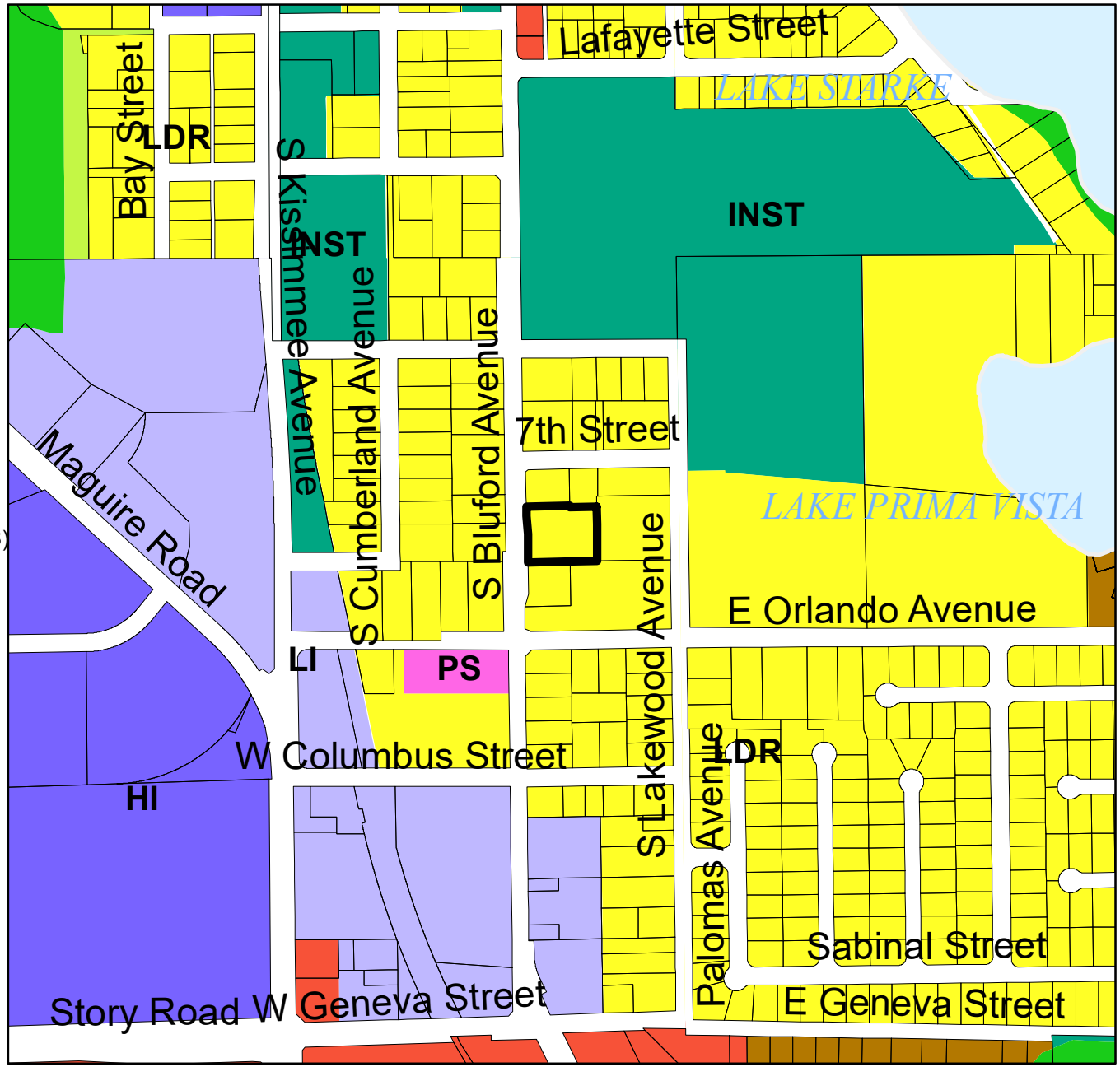
Development Services Department

0 125 250 500 Feet

Created: January 2023

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)

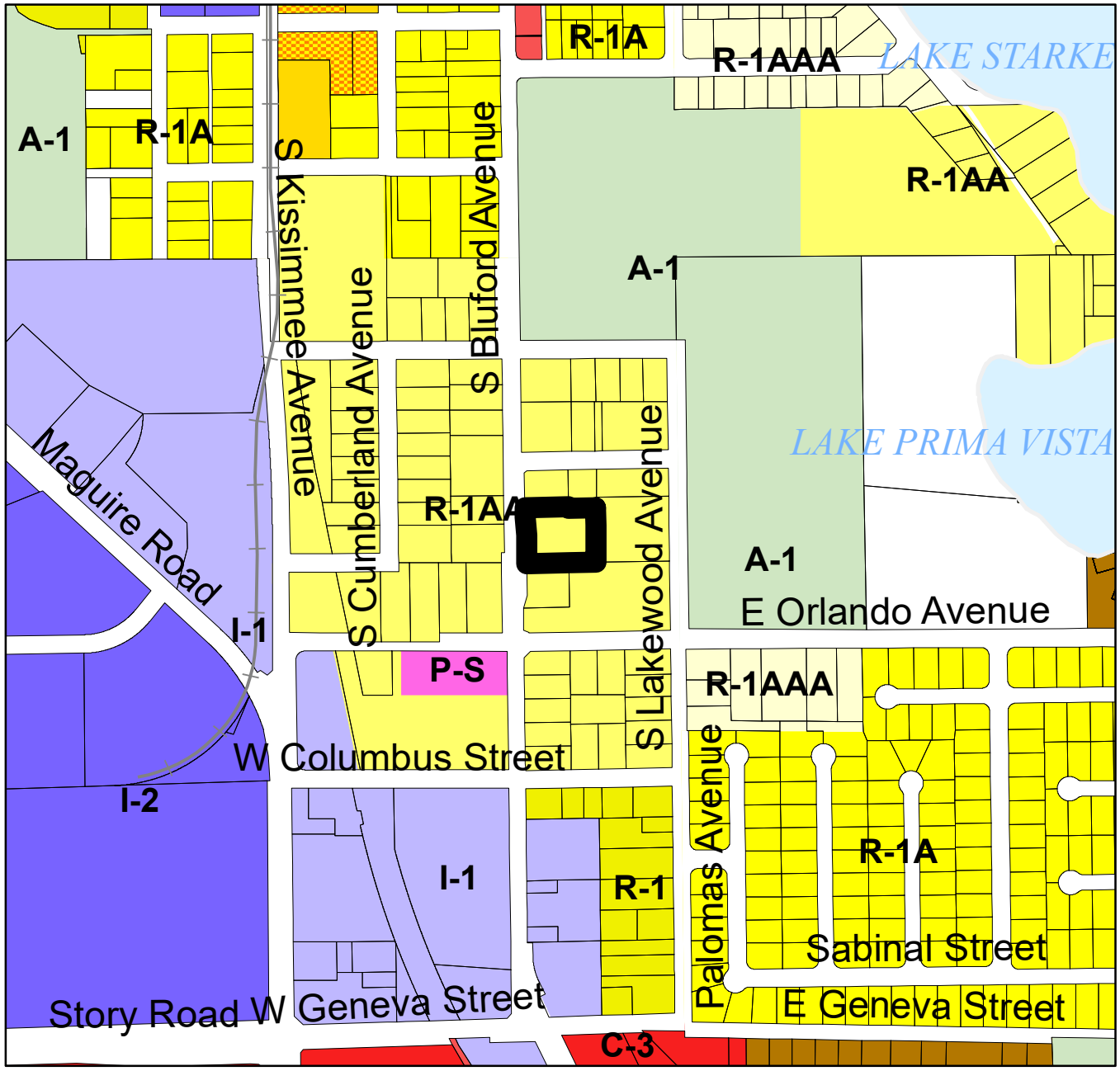


474 South Bluford Avenue
Surrounding Zoning Map

Development Services Department

0 125 250 500 Feet

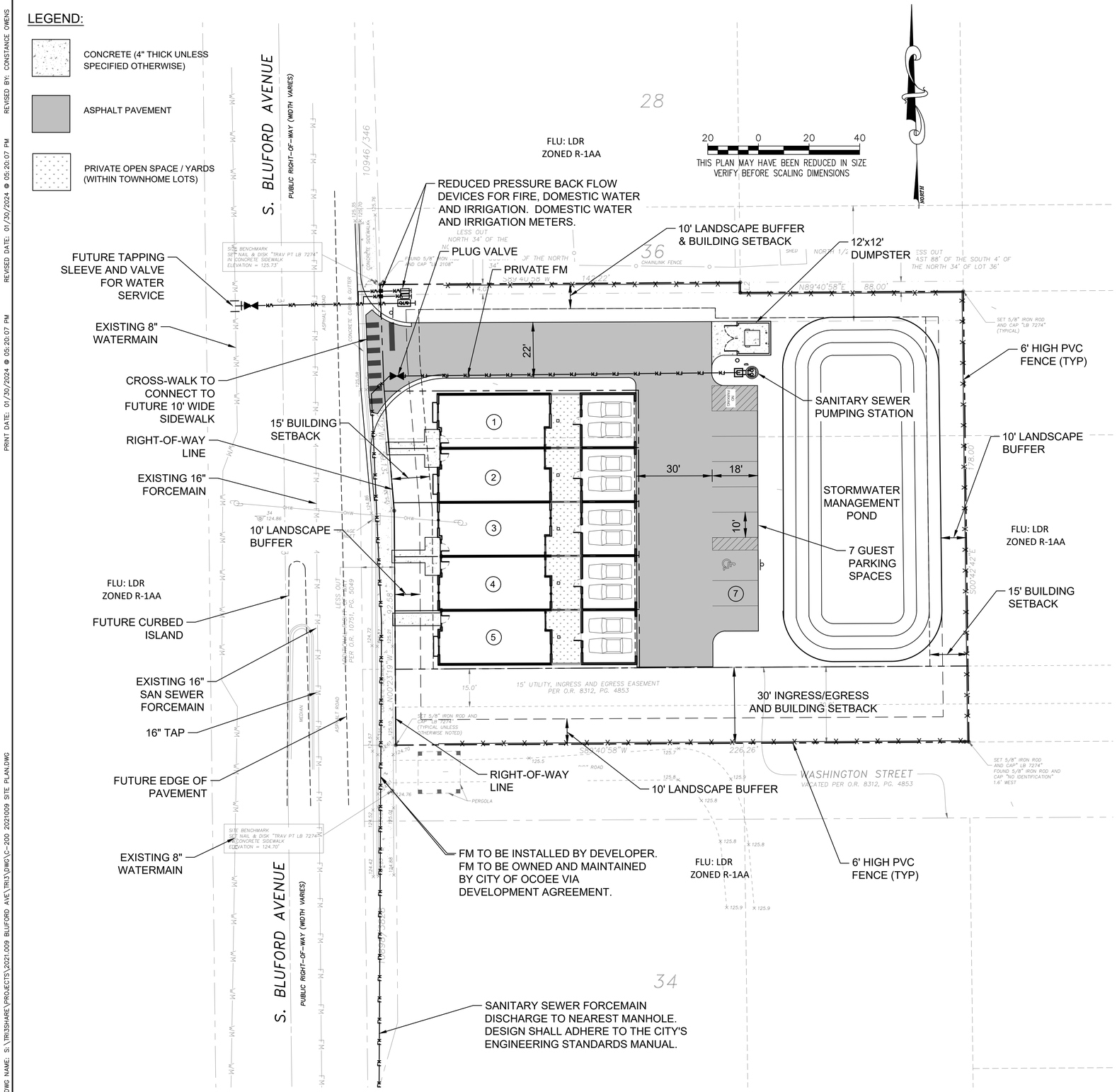
Created: January 2023



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



PLANNDED DEVELOPMENT (PD) SITE DATA:

PARCEL ID:	17-22-28-6144-04-361
EXISTING FLU:	LDR (LOW DENSITY RESIDENTIAL)
PROPOSED FLU:	MDR (MEDIUM DENSITY RESIDENTIAL)
EXISTING ZONING:	R-1AA (SINGLE FAMILY DWELLING)
PROPOSED ZONING:	PD (PLANNED DEVELOPMENT)
TOTAL PD ACREAGE:	0.94 ACRES
NET BUILDABLE AREA:	0.94 ACRES
PROPOSED DENSITY:	5 DU (5.4 DU/AC)
	(1) (5 TOWNHOME UNITS)
PARKING REQUIREMENTS:	2 PARKING SPACES / DU
BUILDING SETBACKS:	FRONT - 15 FEET (FROM S. BLUFORD AVE) SIDE (S) - 0 FEET SIDE (N) - 0 FEET REAR - 0 FEET
MAXIMUM SF*:	3,000 SF (2) *INCLUDES GARAGE'S AND BALCONY'S
MAX BUILDING HEIGHT:	2-STORY 33'-0" (1) (2)
LANDSCAPE BUFFERS:	FRONT - 10 FEET SIDE (S) - 10 FEET SIDE (N) - 10 FEET REAR - 10 FEET
UTILITY SERVICES:	WATER AND SANITARY SEWER - CITY OF OCOEE

SITE IMPERVIOUS AREA CALCULATIONS:

EXISTING CONDITIONS: 0.94 ACRES

PERVIOUS	=	41,010.28 SF	=	0.94 AC	= 100.00%
TOTAL	=	41,010.28 SF	=	0.94 AC	= 100.00%

PROPOSED CONDITIONS: 0.94 ACRES

(2)

LOT 1:

BUILDING	=	1,500.00 SF	=	0.035 AC	
SIDEWALKS	=	82.00 SF	=	0.002 AC	
PERVIOUS (OPEN SPACE)	=	671.90 SF	=	0.015 AC	
TOTAL	=	2,253.90 SF	=	0.052 AC	

LOT 2:

BUILDING	=	1,500.00 SF	=	0.035 AC	
SIDEWALKS	=	82.00 SF	=	0.002 AC	
PERVIOUS (OPEN SPACE)	=	504.36 SF	=	0.011 AC	
TOTAL	=	2,086.36 SF	=	0.048 AC	

LOT 3:

BUILDING	=	1,500.00 SF	=	0.035 AC	
SIDEWALKS	=	82.00 SF	=	0.002 AC	
PERVIOUS (OPEN SPACE)	=	478.30 SF	=	0.010 AC	
TOTAL	=	2,060.30 SF	=	0.047 AC	

LOT 4:

BUILDING	=	1,500.00 SF	=	0.035 AC	
SIDEWALKS	=	82.00 SF	=	0.002 AC	
PERVIOUS (OPEN SPACE)	=	478.30 SF	=	0.010 AC	
TOTAL	=	2,058.55 SF	=	0.047 AC	

LOT 5:

BUILDING	=	1,500.00 SF	=	0.035 AC	
SIDEWALKS	=	92.00 SF	=	0.002 AC	
PERVIOUS (OPEN SPACE)	=	631.72 SF	=	0.014 AC	
TOTAL	=	2,223.72 SF	=	0.051 AC	

TRACT "A":

IMPERVIOUS	=	8,600.00 SF	=	0.20 AC	
PERVIOUS (OPEN SPACE)	=	14,942.68 SF	=	0.34 AC	
TOTAL	=	23,542.68 SF	=	0.54 AC	

TRACT "B":

PERVIOUS (OPEN SPACE)	=	6,784.77 SF	=	0.16 AC	
TOTAL	=	6,784.77 SF	=	0.16 AC	

OVERALL IMPERVIOUS AREA CALCULATIONS:

BUILDING	=	7,500.00 SF	=	0.17 AC	= 18.29%
IMPERVIOUS	=	8,600.00 SF	=	0.20 AC	= 20.97%
SIDEWALKS	=	420.00 SF	=	0.01 AC	= 1.02%
PERVIOUS (OPEN SPACE)	=	24,490.28 SF	=	0.56 AC	= 59.72%
TOTAL	=	41,010.28 SF	=	0.94 AC	= 100.00%

(1) MAXIMUM TOTAL IMPERVIOUS SURFACE AREA SHALL BE 60%

NOTES:

1. TRACT "A" SHALL BE OWNED AND MAINTAINED IN ITS ENTIRETY BY A HOME OWNERS ASSOCIATION THAT SHALL BE ESTABLISHED AS PART OF THE HOA DOCUMENT PROCESS.
2. TRACT "B" SHALL BE OWNED AND MAINTAINED BY THE HOA. NO DEVELOPMENT SHALL OCCUR ON THIS TRACT WITHOUT PRIOR APPROVAL BY THE CITY OF OCOEE.
3. ALL SIGNAGE SHALL COMPLY WITH THE CITY OF OCOEE LAND DEVELOPMENT CODE.
4. STORMWATER DESIGN SHALL MEET THE CRITERION SET FORTH BY THE CITY OF OCOEE AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.
5. THE LANDSCAPE BUFFER ALONG S. BLUFORD AVENUE SHALL COMPLEMENT THE LANDSCAPING PROPOSED IN THE CITY OF OCOEE'S BLUFORD AVENUE STREETSCAPE PLAN.

(1)

TRI³

Civil Engineering Design Studio, Inc.
P.O. Box 520062
Longwood, Florida 32752-0062
PHONE: 407.488.9456 FAX: 407.641.9993
CERTIFICATE OF AUTHORIZATION # 28312

474 S. BLUFORD AVENUE TOWNHOMES

Ocoee, Florida

ENGINEERS SEAL

CONSTANCE D. SILVER, P.E., LEED AP
FLORIDA LICENSE #54842

ISSUED:	DATE:
CITY OF OCOEE	09/14/22

REV.	DATE	DESCRIPTION
1	02/09/23	CITY OF OCOEE
2	11/28/23	CITY OF OCOEE
3	01/30/24	CITY OF OCOEE

(1) **LAND USE PLAN**

Sheet Title

JOB NO.	2021.009
SCALE:	AS SHOWN
DATE:	01/30/24
DESIGN	CDS
DRAWN:	CDS
CHECKED:	JSY

C-200

PRINT DATE: 01/30/2024 @ 05:20:07 PM REVISED DATE: 01/30/2024 @ 05:20:07 PM REVISED BY: CONSTANCE OWENS

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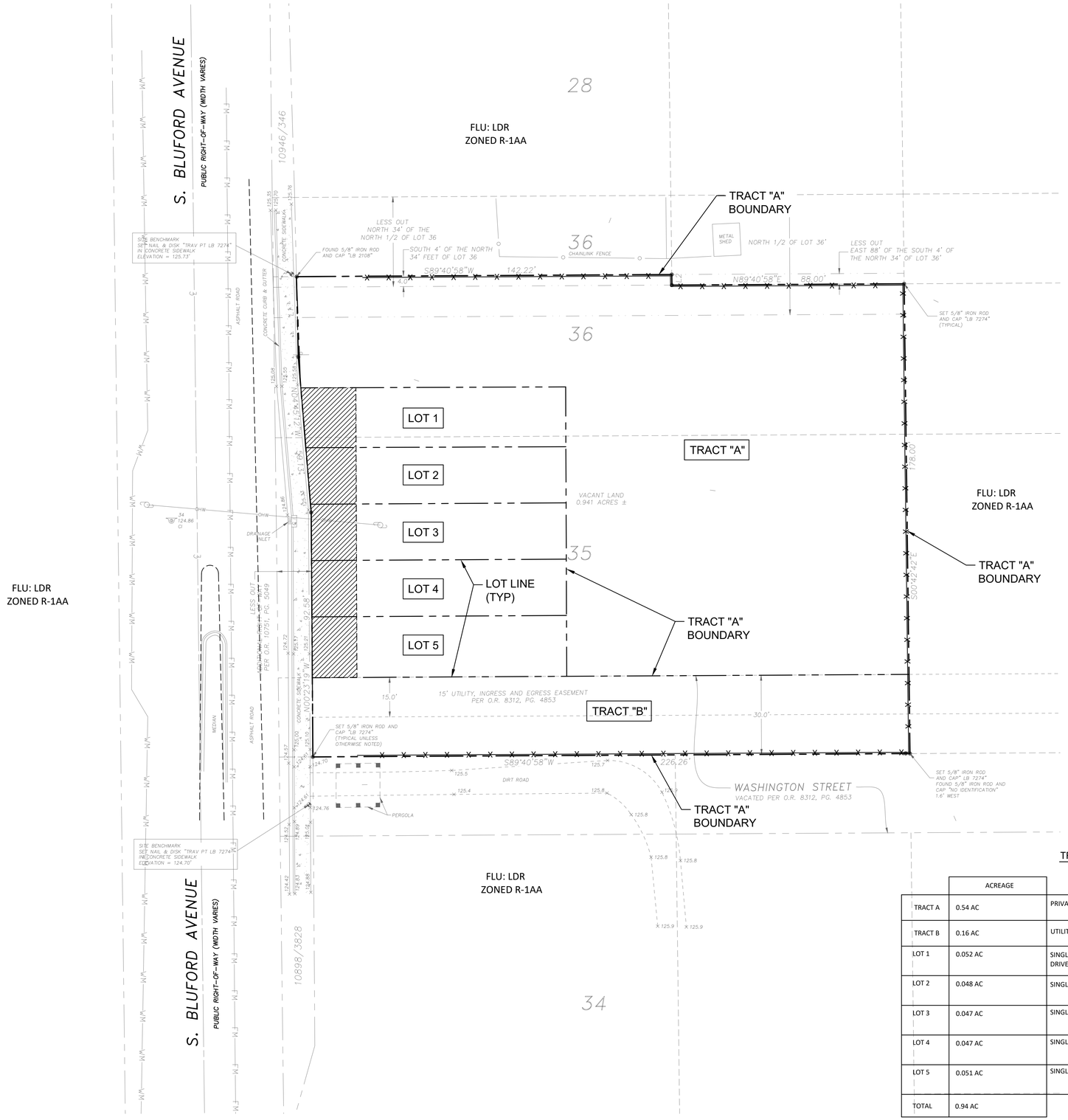

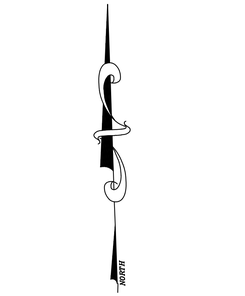

THIS PLAN MAY HAVE BEEN REDUCED IN SIZE
VERIFY BEFORE SCALING DIMENSIONS

LEGEND:

DEDICATED EASEMENT, LANDSCAPE BUFFER, SIDEWALKS

TRACTS, LOTS, AND DEDICATED EASEMENT TABLE

	ACREAGE		MAINTENANCE AUTHORITY	OWNERSHIP
TRACT A	0.54 AC	PRIVATE ACCESS, DRIVEWAYS, PARKING LOTS, UTILITIES, STORMWATER RETENTION	HOME OWNERS ASSOCIATION	HOME OWNERS ASSOCIATION
TRACT B	0.16 AC	UTILITY AND INGRESS/EGRESS EASEMENT	HOME OWNERS ASSOCIATION	HOME OWNERS ASSOCIATION
LOT 1	0.052 AC	SINGLE FAMILY RESIDENTIAL, LANDSCAPE BUFFER, SIDEWALK AND DRIVEWAY EASEMENT	HOME OWNERS ASSOCIATION	JASBIR S. KALSI
LOT 2	0.048 AC	SINGLE FAMILY RESIDENTIAL, LANDSCAPE BUFFER, SIDEWALK EASEMENT	HOME OWNERS ASSOCIATION	JASBIR S. KALSI
LOT 3	0.047 AC	SINGLE FAMILY RESIDENTIAL, LANDSCAPE BUFFER, SIDEWALK EASEMENT	HOME OWNERS ASSOCIATION	JASBIR S. KALSI
LOT 4	0.047 AC	SINGLE FAMILY RESIDENTIAL, LANDSCAPE BUFFER, SIDEWALK EASEMENT	HOME OWNERS ASSOCIATION	JASBIR S. KALSI
LOT 5	0.051 AC	SINGLE FAMILY RESIDENTIAL, LANDSCAPE BUFFER, SIDEWALK EASEMENT	HOME OWNERS ASSOCIATION	JASBIR S. KALSI
TOTAL	0.94 AC			

NOTE: 1) NO DEVELOPMENT SHALL BE PERMITTED WITHIN TRACT "B" WITHOUT JOINT CONSENT OF THE CITY OF OCOEE AND THE HOA.

TRI³

Civil Engineering Design Studio, Inc.
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CERTIFICATE OF AUTHORIZATION # 28312

474 S. BLUFORD AVENUE TOWNHOMES

Ocoee, Florida

ENGINEERS SEAL

CONSTANCE D. SILVER, P.E., LEED AP
FLORIDA LICENSE #54842

ISSUED:	DATE:
CITY OF OCOEE	01/30/24

REV.	DATE	DESCRIPTION

LOT PLAN

Sheet Title

JOB NO.	2021.009
SCALE:	AS SHOWN
DATE:	01/30/24
DESIGN	CDS
DRAWN:	CDS
CHECKED:	JSY

C-201

PRINT DATE: 12/13/2023 @ 05:17:58 PM REVISED DATE: 12/13/2023 @ 05:17:58 PM REVISED BY: CONSTANCE OWENS

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PRINT DATE: 01/30/2024 @ 05:19:42 PM REVISED DATE: 01/30/2024 @ 05:19:42 PM REVISED BY: CONSTANCE OWENS

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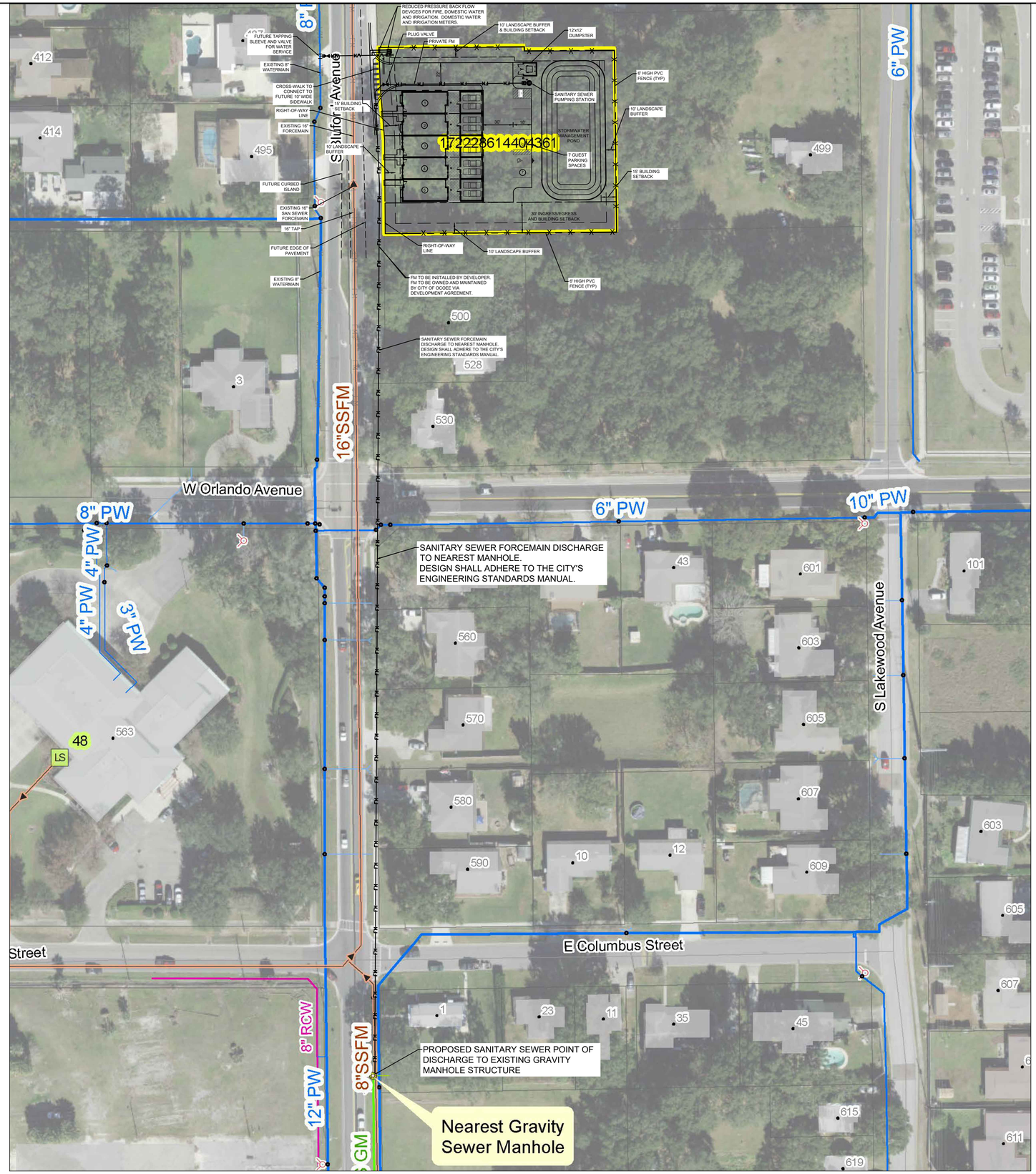

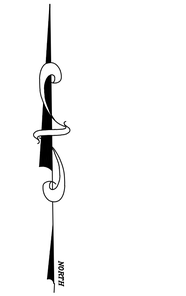

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THIS PLAN MAY HAVE BEEN REDUCED IN SIZE
VERIFY BEFORE SCALING DIMENSIONS

Civil Engineering Design Studio, Inc.
P.O. Box 520062
Longwood, Florida 32752-0062
PHONE: 407.488.9456 FAX: 407.641.9993
CERTIFICATE OF AUTHORIZATION # 28312

474 S. BLUFORD AVENUE TOWNHOMES

Ocoee, Florida

ENGINEERS SEAL

CONSTANCE D. SILVER, P.E., LEED AP
FLORIDA LICENSE #54842

ISSUED:	DATE:
CITY OF OCOEE	02/09/23

REV.	DATE	DESCRIPTION
2	11/28/23	CITY OF OCOEE
3	01/30/24	CITY OF OCOEE

LAND USE PLAN

Sheet Title

JOB NO.	2021.009
SCALE:	AS SHOWN
DATE:	01/30/24
DESIGN	CDS
DRAWN:	CDS
CHECKED:	JSY

△1 **C-202**







BLUFORD AVE. TOWNHOMES

TRI³ Civil Engineering Design Studio, Inc.

ELITE UNIVERSAL ARCHITECTURE ENGINEERING INTERIORS

ORDINANCE NO. 2024-
(Small-Scale CPA – 474 S Bluford Avenue Property)

TAX PARCEL ID: 17-22-28-6144-04-361

CASE NO. CPA-2022-005: 474 S Bluford Avenue Property Small-Scale Comprehensive Plan Amendment

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING THE CITY OF OCOEE COMPREHENSIVE PLAN AS ADOPTED IN 1991, AS AMENDED; AMENDING THE FUTURE LAND USE MAP OF THE OCOEE COMPREHENSIVE PLAN TO CHANGE THE FUTURE LAND USE MAP DESIGNATION FROM LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL FOR CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.94 ACRES LOCATED AT 474 SOUTH BLUFORD AVENUE ON THE EAST SIDE OF SOUTH BLUFORD AVENUE, BEGINNING APPROXIMATELY 235 FEET NORTH OF EAST ORLANDO AVENUE; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY FUTURE LAND USE MAP; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the owner (the "Applicant") of certain real property located within the corporate limits of the City of Ocoee, Florida, assigned tax parcel identification number 17-22-28-6144-04-361, more particularly described in **Exhibit "A"** and depicted in **Exhibit "B"**, has submitted an application to the Ocoee City Commission to amend the Comprehensive Plan Future Land Use designation (the "Comprehensive Plan Amendment") of said real property from Low Density Residential to Medium Density Residential; and

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

WHEREAS, pursuant to Section 163.3174(4)(a), Florida Statutes, the City's Local Planning Agency (LPA) conducted a publicly noticed and advertised public hearing on Tuesday, February 13, 2024, to consider and make recommendation of said proposed Comprehensive Plan Amendment; and

WHEREAS, pursuant to Section 163.3184(11), Florida Statutes, on Tuesday, April 2, 2024, the Ocoee City Commission held a de novo advertised public hearing with respect to the proposed Comprehensive Plan Amendment and determined, after consideration of public comments, that the proposed Comprehensive Plan Amendment is consistent with the Ocoee Comprehensive Plan.

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

SECTION 1. RECITALS. The foregoing recitals are hereby ratified and confirmed as true and correct and incorporated herein by this reference.

SECTION 2. AUTHORITY. The City Commission of the City of Ocoee has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 163 and 166, Florida Statutes.

SECTION 3. COMPREHENSIVE PLAN AMENDMENT. The Future Land Use Map within the Future Land Use Element of the Ocoee Comprehensive Plan is hereby amended to change the future land use designation of the Subject Property, as particularly described in Exhibit "A" and depicted in Exhibit "B", from Low Density Residential (LDR) to Medium Density Residential (MDR).

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

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

PASSED AND ADOPTED this _____ day of _____, 2024.

Space intentionally left blank

ATTEST:

_____
Melanie Sibbitt, City Clerk

(SEAL)

APPROVED:
CITY OF OCOEE, FLORIDA

_____
Rusty Johnson, Mayor

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

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

FISHBACK DOMINICK

By: _____
City Attorney

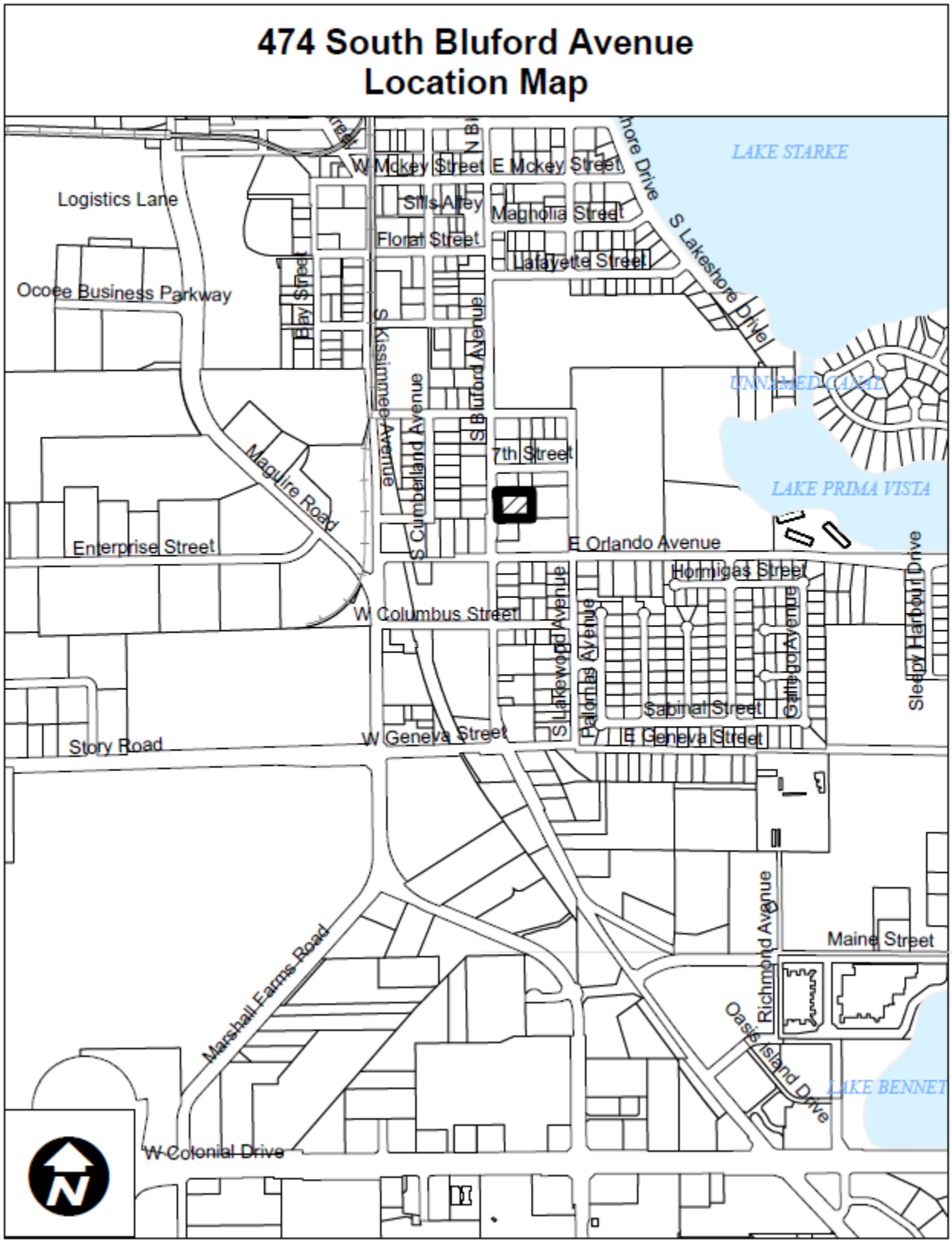
EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ID NO.: 17-22-28-6144-04-361

TOWN OF OCOEE A/100 LOTS 35 & 36 (LESS N 30 FT & LESS N 34 FT OF E 88 FT THEREOF) ALL IN BLK 4 & W 239 FT OF N1/2 OF VACATED R/W LYING ON S PER 9723/3599 & (LESS PT TAKEN FOR R/W PER 10751/5049 GT14-14131)

EXHIBIT "B"


474 South Bluford Avenue
Location Map
LAKE STARKE
LAKE PRIMA VISTA
UNNAMED CANAL
LAKE BENNET
W Mckey Street
E Mckey Street
Logistics Lane
Sills Alley
Magnolia Street
Floral Street
Lafayette Street
S Lakeshore Drive
Ocoee Business Parkway
Bay Street
S Kissimmee Avenue
S Cumberland Avenue
S Bluford Avenue
7th Street
Maguire Road
Enterprise Street
E Orlando Avenue
Hortmiges Street
W Columbus Street
S Lakewood Avenue
Palomas Avenue
Sabinal Street
E Geneva Street
W Geneva Street
Story Road
Sleepy Harbour Drive
Maine Street
Richmond Avenue
Oasis Island Drive
Marshall Farms Road
W Colonial Drive
N

ORDINANCE NO. 2024-
(Rezoning Ordinance - 474 S Bluford Avenue Property)

TAX PARCEL ID: 17-22-28-6144-04-361

CASE NO. RZ-22-12-45: 474 South Bluford Avenue Property Rezoing

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM R-1AA (SINGLE FAMILY DWELLING DISTRICT) TO PUD (PLANNED UNIT DEVELOPMENT DISTRICT) ON CERTAIN REAL PROPERTIES CONTAINING APPROXIMATELY 0.94 ACRES LOCATED AT 474 SOUTH BLUFORD AVENUE ON THE EAST SIDE OF SOUTH BLUFORD AVENUE BEGINNING APPROXIMATELY 235 FEET NORTH OF EAST ORLANDO AVENUE; 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 properties located within the corporate limits of the City of Ocoee, Florida, as hereinafter described, has submitted an application to the City Commission of the City of Ocoee, Florida (the "Ocoee City Commission") to rezone said real property (the "Rezoning"); and

WHEREAS, the Applicant seeks to rezone certain real properties containing approximately 0.94 acres, more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, from R-1AA (Single Family Dwelling District) to PUD (Planned Unit Development); and

WHEREAS, pursuant to Section 5-9(B) of Article V of the Land Development Code of the City of Ocoee, Florida (the "Ocoee City Code"), the City Development Services Director has reviewed said Rezoning application and determined that the Rezoning is consistent with the City of Ocoee Comprehensive Plan as set forth in Ordinance No. 91-28, adopted September 18, 1991, as amended (the "Ocoee Comprehensive Plan"); and

WHEREAS, said Rezoning application was scheduled for review and recommendation by the Planning and Zoning Commission of the City of Ocoee, Florida (the "Planning and Zoning Commission"), acting as the Local Planning Agency; and

WHEREAS, on February 13, 2024, the Planning and Zoning Commission held a public hearing and reviewed said Rezoning application for consistency with the Ocoee Comprehensive Plan and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan and is in the best interest of the City, and recommended to the Ocoee City Commission that the zoning classification of said real property be rezoned as requested by the Applicant and that the Ocoee

City Commission find that the Rezoning requested by the Applicant to be consistent with the Ocoee Comprehensive Plan; and

WHEREAS, on April 2, 2024, the Ocoee City Commission held a de novo advertised public hearing with respect to the proposed Rezoning of said real property and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan; and

WHEREAS, this Ordinance has been considered by the Ocoee City Commission in accordance with the procedures set forth in Section 166.041(3)(a), Florida Statutes.

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

SECTION 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 163 and 166, Florida Statutes.

SECTION 2. REZONING. The zoning classification, as defined in the Ocoee City Code, of the Properties described in **Exhibit "A"** containing approximately 0.94 acres located within the corporate limits of the City of Ocoee, Florida, is hereby changed from R-1AA (Single Family Dwelling District) to PUD (Planned Unit Development). A map of said land herein described which clearly shows the area of the Rezoning is attached hereto as **Exhibit "B"** and by this reference is made a part hereof.

SECTION 3. COMPREHENSIVE PLAN. The Ocoee City Commission hereby finds the Rezoning of the lands described in this Ordinance to be consistent with the Ocoee Comprehensive Plan.

SECTION 4. ZONING MAP. The City Clerk is hereby authorized and directed to revise the Official Zoning Map of the City of Ocoee in order to incorporate the Rezoning enacted by this Ordinance, and the Mayor and City Clerk are hereby authorized to execute said revised Official Zoning Map in accordance with the provisions of Section 5-1(G) of Article V of the Ocoee City Code.

SECTION 5. CONFLICTING ORDINANCES. 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 _____, 2024.

ATTEST:

_____
Melanie Sibbitt, City Clerk

(SEAL)

APPROVED:
CITY OF OCOEE, FLORIDA

_____
Rusty Johnson, Mayor

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

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

FISHBACK DOMINICK

By: _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ID NO.: 17-22-28-6144-04-361

TOWN OF OCOEE A/100 LOTS 35 & 36 (LESS N 30 FT & LESS N 34 FT OF E 88 FT THEREOF) ALL IN BLK 4 & W 239 FT OF N1/2 OF VACATED R/W LYING ON S PER 9723/3599 & (LESS PT TAKEN FOR R/W PER 10751/5049 GT14-14131)

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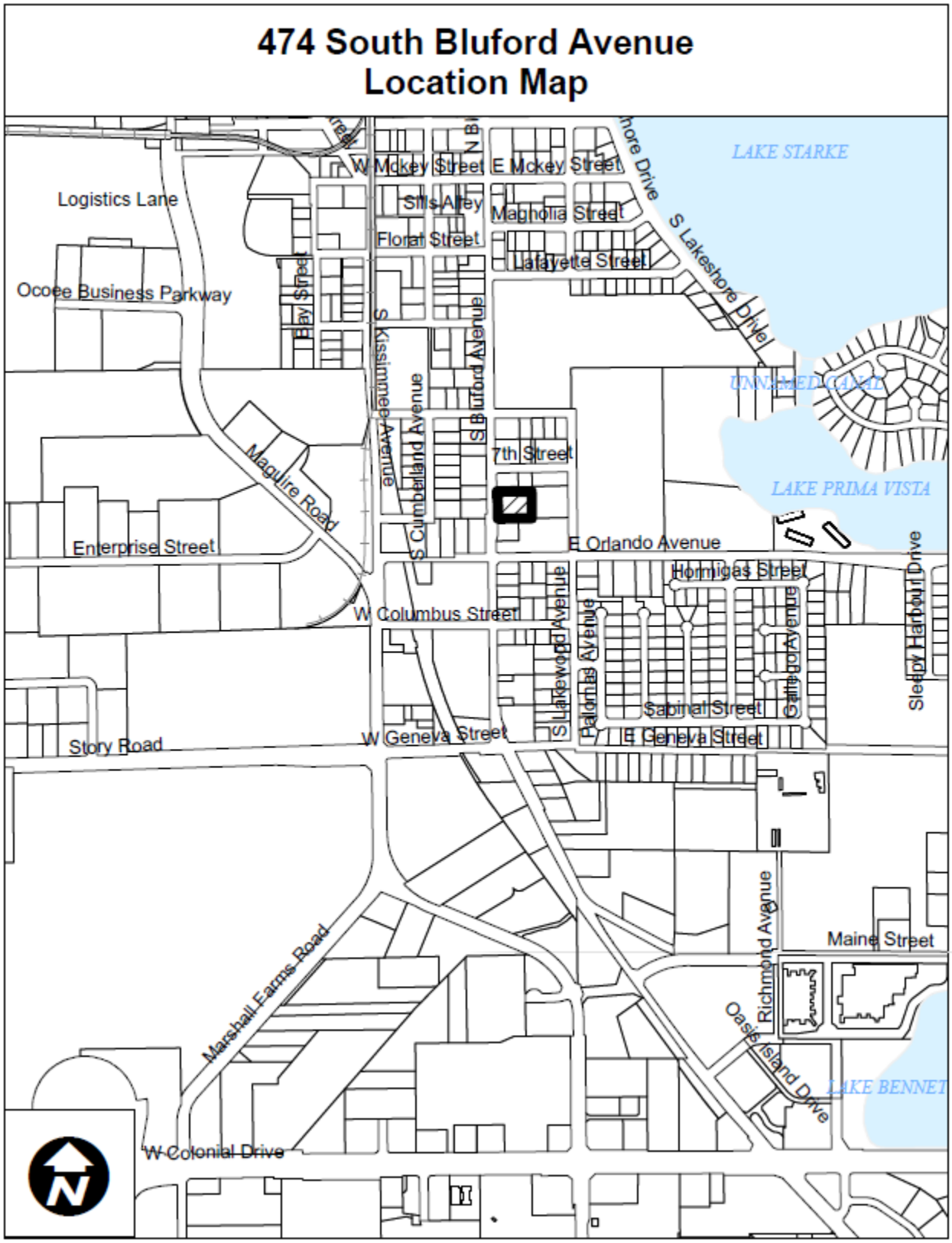
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Magnolia Street
Floral Street
Lafayette Street
S Lakeshore Drive
Ocoee Business Parkway
Bay Street
S Kissimmee Avenue
S Cumberland Avenue
S Bluford Avenue
7th Street
Maguire Road
Enterprise Street
E Orlando Avenue
Hermiges Street
W Columbus Street
S Lakewood Avenue
Palomas Avenue
Sabinal Street
E Geneva Street
W Geneva Street
Story Road
Sleepy Harbour Drive
Maine Street
Richmond Avenue
Oasis Island Drive
Marshall Farms Road
W Colonial Drive
N

STAFF REPORT

Meeting Date: March 5, 2024
Item #: 9

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: First Reading of Ordinance for Gardenia Pointe Rezoning from Unclassified District and R-1A (Single-Family Dwelling) to PUD (Planned Unit Development District; Project No.RZ-23-02-02. (Zoning Manager Whitfield)

Background Summary:

Owner/Applicant: The property is owned by the International Church of the Foursquare Gospel, and the applicant is Geoff Summitt, G L Summitt Engineering, Inc.

Site Location: The property is located in Commission District 4 on the north side of the FCEN Railroad tracks at the terminus of the unimproved Ocoee Vista Parkway right-of-way.

Property Size & Parcel Identification Number: The property consists of four (4) parcels, totaling approximately 37.37 acres, and is assigned parcel ID numbers 10-22-28-0000-00-003, 10-22-28-0000-00-011, 10-22-28-0000-00-128, and 03-22-28-2834-01-201.

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

Current Future Land Use Map (FLUM) Designation	Current Zoning District	Existing Land Use	Unique Features/Overlay Districts
Low Density Residential & Conservation	Unclassified & R-1A	Vacant	Karst Features, Type A Soils and Wetlands along the northern half of the property

The table below lists the jurisdictions, future land use designations, zoning districts, and existing uses of the surrounding properties.

Direction	Jurisdiction	Future Land Use Designation	Zoning	Existing Land Uses

North	City of Ocoee	Low Density Residential & Conservation	R-1A	Single-family residential in a portion of the northeast and Prairie Lake along the remainder of the north boundary
South	City of Ocoee/County	Low Density Residential & Conservation	City Unclassified & County A-1	Church use & a single-family dwelling
East	City	Low Density Residential	Ocoee R-1A & County A-1	Single-family detached subdivision
West	City	Low Density Residential & Conservation	PUD-MD	Single-family attached (townhome) subdivision

Proposed Development: The applicant is requesting a rezoning from Unclassified District and R-1A (single-family Dwelling) to PUD (Planned Unit Development District). Per the proposed Land Use Plan (LUP), the applicant proposes to develop an 84-lot single-family attached (fee simple townhome) residential subdivision at a proposed density of 3.43 units per acre. The proposed development standards are provided in the LUP, specifically on Sheet 5 Overall Site Plan, including standards for parking, building setbacks, impervious surface area, living area, open space, lot coverage, and parks and recreation. Although four (4) parcels are included in the proposed rezoning, per the proposed LUP, the development of the townhome subdivision will be only on the upland area of parcel number 10-22-28-0000-00-003. This development will not encroach into the wetland areas.

Consistency with Adopted Comprehensive Plan: The proposed PUD zoning classification and accompanying Land Use Plan for the development of single-family attached residential uses is consistent with the current Low Density Residential and Conservation future land use designations. The property is located within the Wekiva Study Area and contains karst features, Type A soils, and areas with three coincident protected features. As such, the property is subject to the requirement to set aside thirty-five percent (35%) open space, or approximately 13.08 acres. The proposed Land Use Plan proposes to preserve 12.87 acres of wetland area and create 8.25 acres of open space tracts for a total open space area of 56.5% (or approximately 21.12 acres). In addition, approximately 2.03 acres will be wet retention areas.

Transportation and Access: Because of the railroad tracks and the wetlands along the north, the site can only be accessed by Ocoee Vista Parkway. Ocoee Vista Parkway currently ends at the Prairie Lake Reserve and Prairie Meadows subdivisions entrances. The City's Ocoee Vista Parkway unimproved right-of-way (ROW) extends to this property's eastern boundary. Development of this proposed subdivision will include the construction (to City standards) of Ocoee Vista Parkway for the length of the unimproved ROW, where the road will then become a private roadway within a private ROW. There will be no vehicular or pedestrian connections or access to Prairie Oaks Court or Prairie Lake Boulevard.

Utilities: The Utilities Department has indicated that water and reclaim water are available for this property. Wastewater treatment capacity is available. However, the applicant must schedule a meeting with the Utilities Department to discuss the point of connection to the sanitary sewer. There is an existing drainage, utility, and sidewalk easement on the Prairie Meadows Subdivision Plat that connects the available manhole in Prairie Meadows to Ocoee Vista Parkway. Engineering for utilities will occur at the time of the final subdivision plan review.

Stormwater: Stormwater management is proposed to be provided on-site, and engineering of the stormwater facilities will be evaluated at the time of the preliminary subdivision plan review.

Schools: Orange County Public Schools (OCPS) has provided a Formal School Capacity Determination Letter

indicating that OCPS has the available capacity to accommodate the anticipated student demand from this development. School concurrency will need to be satisfied prior to final subdivision plan approval.

Recreation and Open Space: Per the proposed Land Use Plan, a minimum of 1.3 acres of active and passive recreation area will be provided, such as playgrounds, athletic fields, other play courts, picnic benches, and trails. In addition to the tot lot, the internal sidewalks will be demarcated to show distances to encourage the use of the sidewalks for exercise purposes.

Issue:

Should the Honorable Mayor and City Commissioners approve the proposed ordinance for the Rezoning from Unclassified District and R-1A (single-family Dwelling) to PUD (Planned Unit Development District) for the Gardenia Pointe Subdivision to be located on four (4) parcels, assigned parcel ID numbers 10-22-28-0000-00-003, 10-22-28-0000-00-011, 10-22-28-0000-00-128, and 03-22-28-2834-01-201?

Recommendations:

Development Review Committee (DRC) Recommendation:

The DRC met on Tuesday, January 2, 2024, to consider this proposed rezoning and, finding no issues, made a recommendation of approval of proposed Rezoning from Unclassified District and R-1A to PUD (Planned Unit Development District) for the Gardenia Pointe Subdivision to be located on four (4) parcels, assigned parcel ID numbers 10-22-28-0000-00-003, 10-22-28-0000-00-011, 10-22-28-0000-00-128, and 03-22-28-2834-01-201.

Planning & Zoning Commission Recommendation:

The Planning & Zoning Commission heard this item at its February 13, 2024, public hearing. Discussions and public comments were relative to increased traffic on Clarke Road and Ocoee Vista Parkway, school bus stop and safety, access onto A. D. Mims across the railroad tracks, speeding on Clarke Road, noise from the trains on the railroad, natural resources (wetlands and wildlife), medium density of the development, people cutting through Prairie Lake Reserve and Prairie Meadows, trees between the access road and the railroad, fencing between the proposed development and the railroad, improvements on Clarke Road, and maintenance of the conservation area.

Following public comments and discussion, the Planning and Zoning Commission made a recommendation of approval of the proposed Rezoning from Unclassified District and R-1A to PUD (Planned Unit Development District) for the Gardenia Pointe Subdivision to be located on four (4) parcels, assigned parcel ID numbers 10-22-28-0000-00-003, 10-22-28-0000-00-011, 10-22-28-0000-00-128, and 03-22-28-2834-01-201.

Staff Recommendation:

Staff recommends that the Honorable Mayor and City Commissioners approve the proposed ordinance for the Rezoning from Unclassified District and R-1A to PUD (Planned Unit Development District) for the Gardenia Pointe Subdivision to be located on four (4) parcels, assigned parcel ID numbers 10-22-28-0000-00-003, 10-22-28-0000-00-011, 10-22-28-0000-00-128, and 03-22-28-2834-01-201.

Attachments:

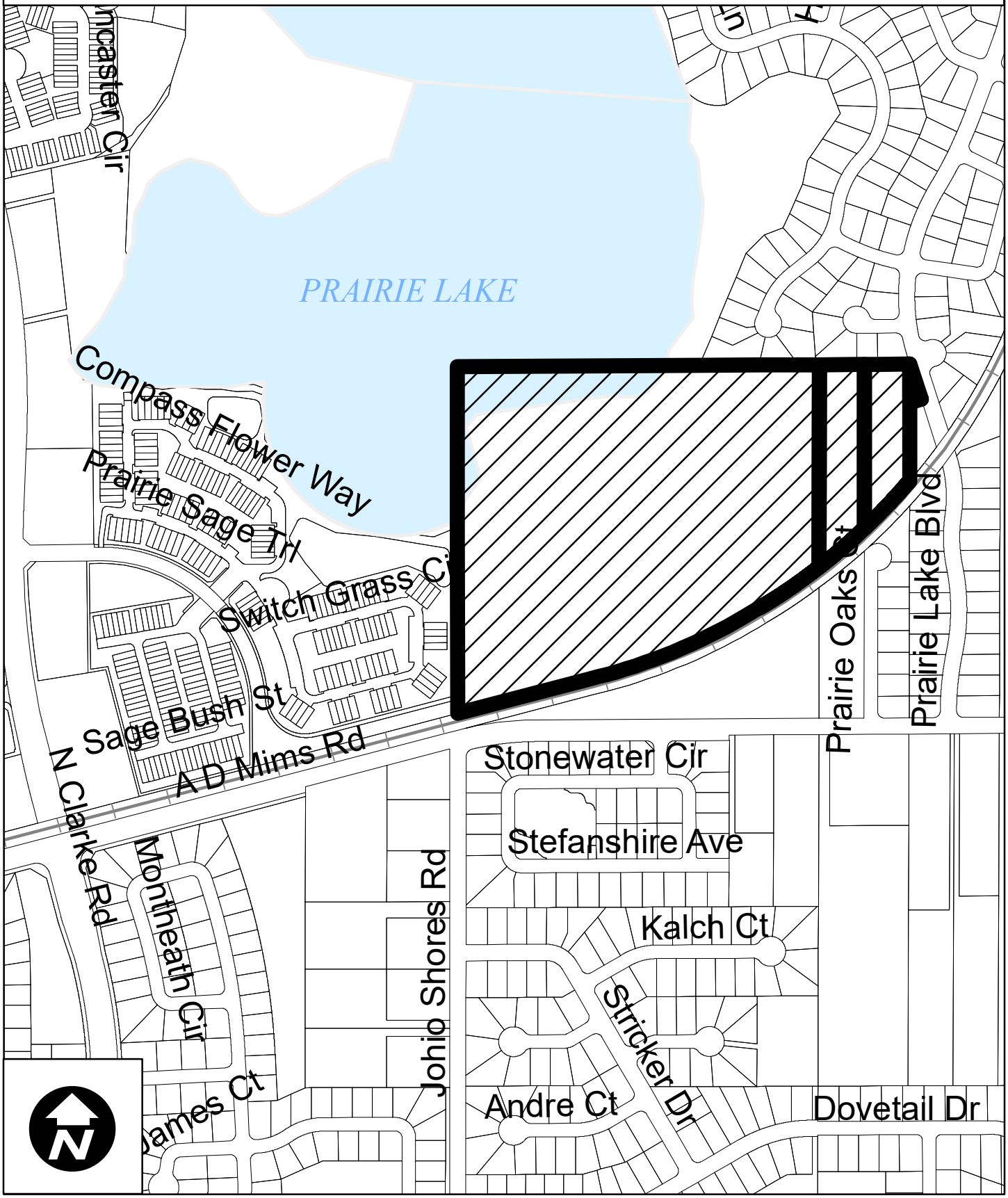
1. Location Map
2. Aerial Map
3. FLU Map
4. Surrounding Zoning Map
5. Gardenia Pointe LUP
6. Rezoning Ordinance

Financial Impacts:

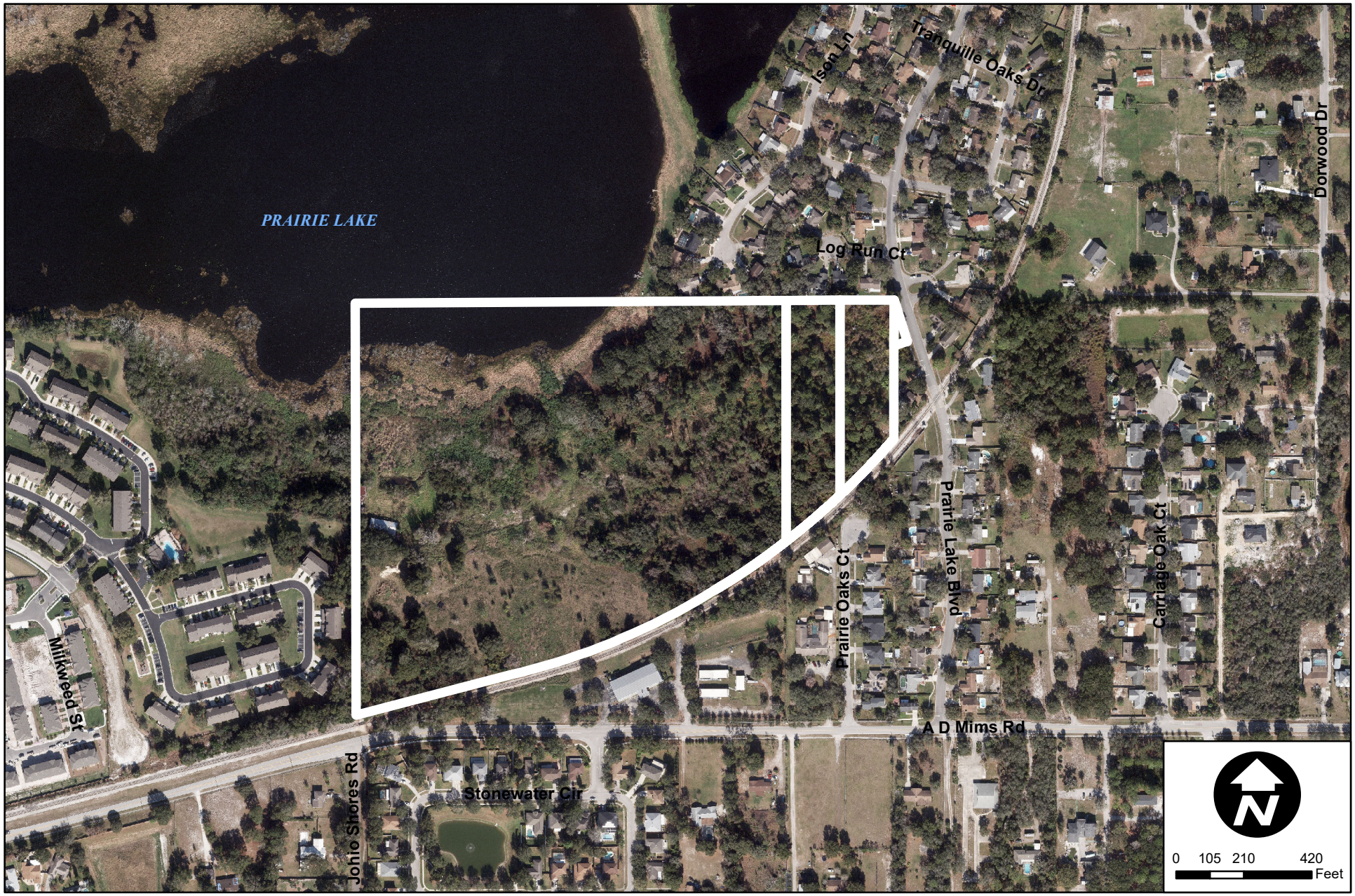
N/A

Type of Item: First Reading

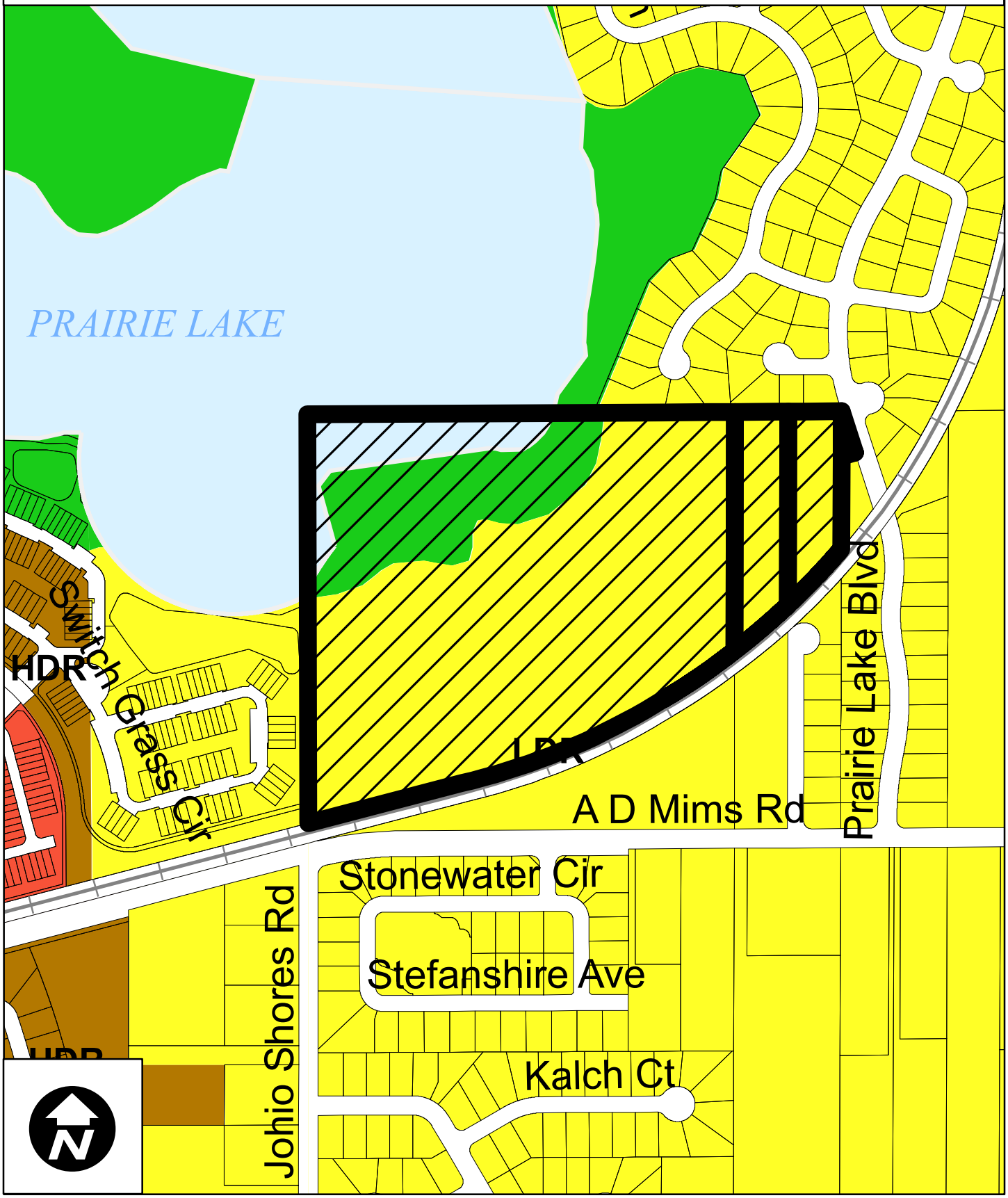
Gardenia Pointe Rezoning
Location Map



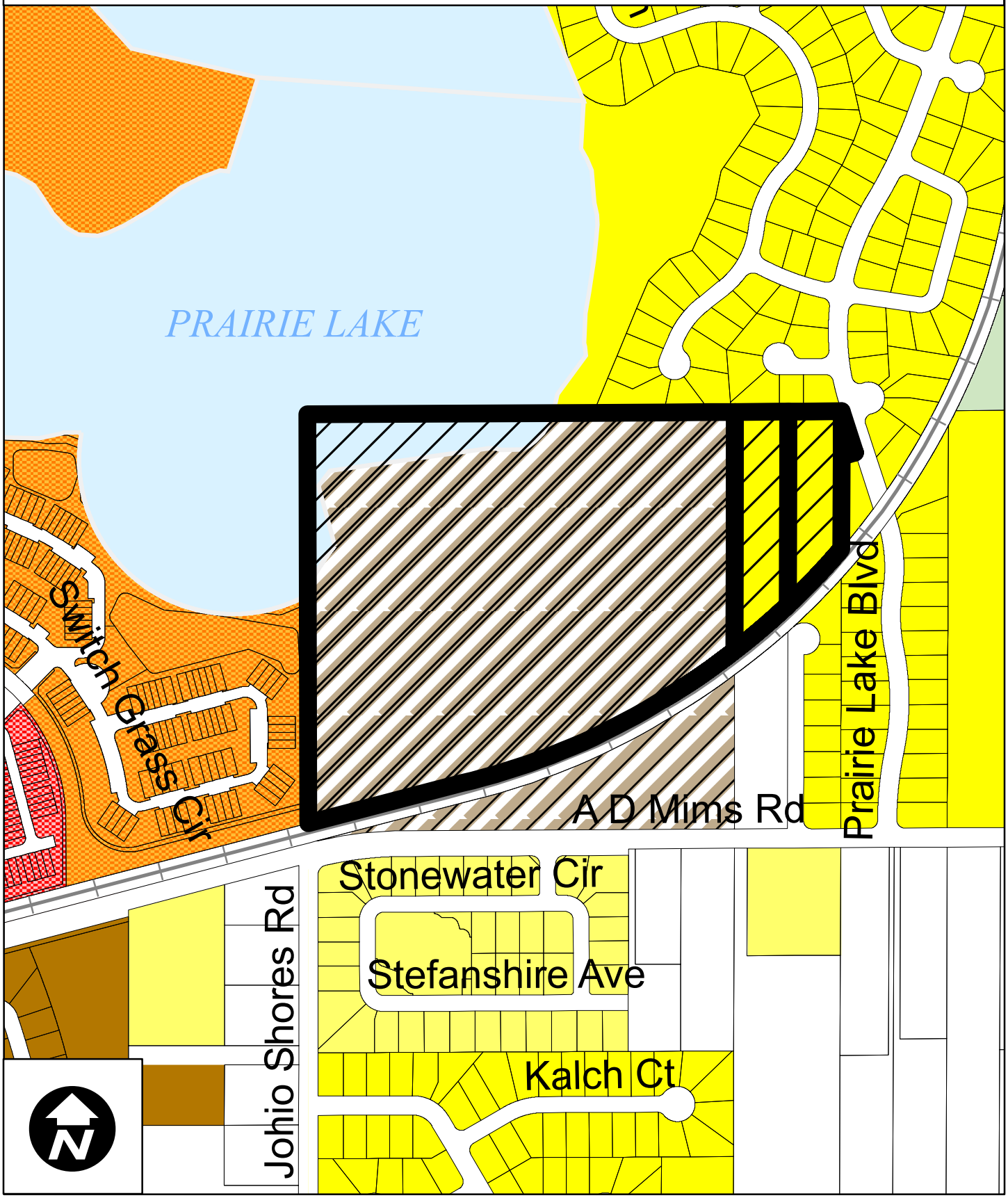
Gardenia Pointe Rezoning
2022 Aerial Map



Gardenia Pointe Rezoning
Future Land Use Map



Gardenia Pointe Rezoning
Surrounding Zoning Map



Gardenia Pointe Townhomes
Land Use Plan

City of Ocoee Florida Parcel I.D. # 10-22-28-0000-00-003; 011; 128; 03-22-28-2834-01-201

for

PMDW Ventures, LLC

by

G L SUMMITT
ENGINEERING INC

NOTE:

1. THE PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MANUAL OF UNIFORM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS, FDOT GREEN BOOK, AND THE CITY OF OCOEE ENGINEERING MANUAL, CITY OF OCOEE LAND DEVELOPMENT CODE REGULATIONS & SPECIFICATIONS.

Project Team

Owner
International Church Of The Foursquare Gospel
2200 A D Mims Rd
Ocoee, FL 34761-1900
Ph:
Fx:

Developer
PMDW Ventures, LLC
6 Ambrose Lane
South Barrington, IL 60010
Ph:
Fx:

Surveyor
Nieto-Whittaker Surveying LLC
1728 Ronald Reagan Blvd.
Longwood, FL 32750
Ph: (407) 636-8460
Fx: (407) 636-8461

Civil Engineer
G L Summitt Engineering, Inc.
3667 Simonton Place
Lake Mary, FL 32746
Ph: (407) 323-0705
Fx: (407) 992-8650

Landscape Architect
Ravensdale Planning & Design, Inc.
3208-C E. Colonial Dr.
#294
Orlando, FL 32803
Ph: (407) 647-1213
Fx:

Utilities

Drinking Water
City of Ocoee
1800 A.D. Mims Rd.
Ocoee, FL 34761
Ph: (407) 905-3100
Fx:

Sanitary Sewer
City of Ocoee
1800 A.D. Mims Rd.
Ocoee, FL 34761
Ph: (407) 905-3100
Fx:

Garbage Disposal
City of Ocoee
301 Maguire Road
Ocoee, FL 34761
Ph: (407) 905-3170
Fx:

Reclaim Water
City of Ocoee
1800 A.D. Mims Rd.
Ocoee, FL 34761
Ph: (407) 905-3100
Fx:

Electric Service
Duke Energy
3250 Bonnet Creek Rd,
Orlando, FL 32830
Ph: (800) 700-8744

Phone Provider
AT&T
1227 S. Division Ave.
Orlando, FL 34805
Ph: (407) 351-7100

Cable Provider
Spectrum Networks
100 Gordon St.
Sanford, FL 32771
Ph: (321) 805-3081

Vicinity Map



STR: 09, 22S, 26E 1" = 1,000'

Drawing Index

No.	Title	Revised
1	Coversheet	11-20-23
2	Symbols & Abbreviations	11-20-23
3	Boundary Survey	11-20-23
4	Existing Conditions Plan	11-20-23
5	Overall Site Plan	11-20-23
6	Ocoee Vista Pkway Plan	11-20-23
7	General Details	11-20-23
8-11	Architectural Elevations	11-20-23

G L SUMMITT
ENGINEERING INC
Office: Lake Mary
3667 Simonton Place
Lake Mary, Florida 32746
phone: 407-323-0705
fax: 407-992-8650
www.GLSeng.com

This item has been digitally signed and sealed by Geoffrey L. Summitt, P.E. on *Dec 29 2023*

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

PMDW Ventures, LLC
6 Ambrose Lane
South Barrington, IL 60010

Gardenia Pointe Townhomes
City of Ocoee, Florida

Planned Development
Master Plan

Coversheet

Plans not valid unless Signed, Dated and Sealed below.

GEOFFREY L. SUMMITT, P.E.
Date: November 20, 2023
FL Registration #58775
Certificate of Authorization #29665

STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Geoffrey L. Summitt
Date: 2023.12.29 15:53:39 -05'00'

NO.	DATE	DESCRIPTION
1	11/20/23	Response To Comments

SHEET NUMBER
1 OF 11

ABBREVIATIONS

A

A	AREA
AB	ANCHOR BOLT
ABD	ABANDON(ED)
AC	ACRE(S)
AC-FT	ACRE FOOT/FEET
ACP	ASBESTOS CEMENT PIPE
ADDL	ADDITIONAL
ADT	AVERAGE DAILY TRAFFIC
AL	ALUMINUM
ALT	ALTERNATE
AM	BEFORE NOON
AMP	AMPERE(S)
APPROX	APPROXIMATE
ARV	AIR RELEASE VALVE
ARVV	AIR RELEASE VACUUM VALVE
ASPH	ASPHALT
ASSY	ASSEMBLY
AVE	AVENUE
AVG	AVERAGE
AZ	AZIMUTH

B

BFP	BACKFLOW PREVENTER
BL	BASELINE
BLDG	BUILDING
BLVD	BOULEVARD
BM	BENCH MARK
BND	BOUNDARY
BO	BLOWOFF
BOC	BACK OF CURB
BOT	BOTTOM
BRG	BEARING
BS	BOTTOM OF SLOPE
BV	BUTTERFLY VALVE

C

CAP	CAPACITY
CB	CATCH BASIN
CC	CENTER TO CENTER
CEM	CEMENT
CF	CUBIC FEET
CFM	CUBIC FEET PER MINUTE
CFS	CUBIC FEET PER SECOND
C&G	CURB AND GUTTER
CI	CAST IRON
CIP	CAST IRON PIPE
CJ	CONSTRUCTION JOINT
C/L	CENTER LINE
CLP	CONCRETE LIGHT POLE
CLR	CLEAR/CLEARANCE
CLS	CLASS
CM	CONCRETE MONUMENT
CMP	CORRUGATED METAL PIPE
CMPA	CORRUGATED METAL PIPE ARCH
CND	CONDUIT
CO.	COUNTY
CO	CLEANOUT
COL	COLUMN
COMP	COMPLETE
CONC	CONCRETE
CONN	CONNECTION
CONST	CONSTRUCT(ION)
CONT	CONTINUOUS
COORD	COORDINATE(S)
COR	CORNER
CPLG	COUPLING
CPP	CONCRETE POWER POLE
CS	CONTROL STRUCTURE
CTG	COATING
CTR	CENTER
CTV	CABLE TELEVISION
CULV	CULVERT
CY	CUBIC YARD
CYL	CYLINDER

D

DBL	DOUBLE
DEG OR °	DEGREE
DEFL	DEFLECT(ION)
DEPT	DEPARTMENT
DET	DETAIL
DHWL	DESIGN HIGH WATER LEVEL
DI	DUCTILE IRON
DIA	DIAMETER
DIAG	DIAGONAL
DIM	DIMENSION
DIP	DUCTILE IRON PIPE
DISCH	DISCHARGE
DIST	DISTANCE
DMH	DROP MANHOLE
DN	DOWN
DRN	DRAIN
DWG	DRAWING
DWY	DRIVEWAY

E

E	EAST
EA	EACH
EC	EDGE OF CONCRETE
ED	ENERGY DISSIPATOR
EF	EACH FACE
EFF	EFFLUENT
EG	EXISTING GRADE
E/L	EASEMENT LINE
ELB	ELBOW
ELEC	ELECTRIC
ELEV	ELEVATION
ELLIP	ELLIPSE/ELLIPTICAL
ENC	ENCASEMENT
ENG	ENGINEER(ING)
EOP	EDGE OF PAVEMENT
EQ	EQUAL/EQUATION
EQUIP	EQUIPMENT
EQUIV	EQUIVALENT
ESMT	EASEMENT
EST	ESTIMATE
EW	EACH WAY
EWL	ENDWALL
EXC	EXCAVATE/EXCAVATION
EXIST	EXISTING
EXP	EXPAND/EXPANSION
EXT	EXTEND/EXTENSION

F

F&C	FRAME AND COVER
FD	FLOOR DRAIN
FDN	FOUNDATION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FF	FINISHED FLOOR
FG	FINISHED GRADE
FH	FIRE HYDRANT
F&I	FURNISH AND INSTALL
FIG	FIGURE
FIN	FINISHED
FIT	FITTING
FL	FENCE LINE
FLR	FLOOR
FLEX	FLEXIBLE
FLG	FLANGE
FM	FORCE MAIN
FND	FOUND
FPH	FEET PER HOUR
FPM	FEET PER MINUTE
FPS	FEET PER SECOND
FT	FEET/FOOT
FTG	FOOTING

G

GA	GAUGE
GAL	GALLON
GALV	GALVANIZED
GM	GAS MAIN
GPD	GALLONS PER DAY
GPH	GALLONS PER HOUR
GPM	GALLONS PER MINUTE
GPS	GALLONS PER SECOND
GR	GUARD RAIL
GRD	GROUND/GRADE
GSP	GALVANIZED STEEL PIPE
GV	GATE VALVE
GV&B	GATE VALVE AND BOX
GW	GUY WIRE
GWT	GROUND WATER TABLE

H

HB	HOSE BIBB
HDPE	HIGH DENSITY POLYETHYLENE
HDW	HARDWARE
HORIZ	HORIZONTAL
HP	HORSEPOWER
HR	HOUR
HT	HEIGHT
HW	HEADWALL
HWL	HIGH WATER LEVEL
HWY	HIGHWAY
HYD	HYDRAULIC

I

I-4	INTERSTATE HIGHWAY
IA	INTERSECTION ANGLE
ID	INSIDE DIAMETER
IF	INSIDE FACE
IN	INCHES
INL	INLET
INS	INSERT
INST	INSTALL
IP	IRON PIPE
IR	IRON ROD
INT	INTERSECT/INTERSECTION
INV	INVERT

J

JB	JUNCTION BOX
JCT	JUNCTION
JST	JOIST
JT	JOINT

L

L	LENGTH
LAT	LATITUDE
LATL	LATERAL
LB	POUND
LF	LINEAR FEET/FOOT
LG	LONG
LIM	LIMIT(S)
LP	LIGHT POLE
LONG	LONG
LT	LEFT
LWL	LOW WATER LEVEL

M

MAINT	MAINTENANCE
MATL	MATERIAL
MAX	MAXIMUM
MECH	MECHANICAL
ME	MITERED END
MFR	MANUFACTURER
MGD	MILLION GALLONS PER DAY
MH	MANHOLE
MHC	MANHOLE COVER
MHWL	MEAN HIGH WATER LEVEL
MIN	MINIMUM
MISC	MISCELLANEOUS
MJ	MECHANICAL JOINT
MLP	METAL LIGHT POLE
MLWL	MEAN LOW WATER LEVEL
MON	MONUMENT
MPH	MILES PER HOUR
MSL	MEAN SEA LEVEL
MTG	MOUNTING

N

NORTH	NORTH
N	NORTH
NA	NOT APPLICABLE
N&C	NAIL AND CAP
NE	NORTHEAST
NG	NATURAL GROUND
NIC	NOT IN CONTRACT
NO OR #	NUMBER
NOM	NOMINAL
NTS	NOT TO SCALE
NW	NORTHWEST
NWL	NORMAL WATER LEVEL

O

OC	ON CENTER
OD	OUTSIDE DIAMETER
OE	OR EQUAL
OPNG	OPENING
OPP	OPPOSITE
ORCP	OVAL REINFORCED CONCRETE PIPE
OS	OUTFALL STRUCTURE
OVFL	OVERFLOW
OVHD	OVERHEAD

P

PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PEP	POLYETHYLENE PIPE
PFGP	PROFILE GRADE POINT
PI	POINT OF INTERSECTION
P/L	PROPERTY LINE
POB	POINT OF BEGINNING
POJ	PUSH ON JOINT
PP	POWER POLE
PR	PHONE RISER
PRC	POINT OF REVERSE CURVATURE
PRESS	PRESSURE
PROJ	PROJECT
PROP	PROPOSED
PRVC	POINT OF REVERSE VERTICAL CURVE
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE
PVMT	PAVEMENT
PWR	POWER

Q R

Q	FLOW RATE
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
RCPA	REINFORCED CONCRETE PIPE ARCH
RD	ROAD
RDY	ROADWAY
RED	REDUCER
REF	REFERENCE
REINF	REINFORCE(D)
REQD	REQUIRED
REV	REVISE/REVISION
RPM	REVOLUTIONS PER MINUTE
RR	RAILROAD
RT	RIGHT
RV	RELIEF VALVE
R/W	RIGHT-OF-WAY
RWM	REUSE WATER MAIN

S

S	SOUTH
SAN	SANITARY SEWER
SB	SPLASH BLOCK
SCH	SCHEDULE
SD	SIDE DRAIN
SDN	SHELF DRAIN
SE	SOUTHEAST
SEC	SECONDS
SECT	SECTION
SH	SHEET
SHGWT	SEASONAL HIGH GROUND WATER TABLE
SIM	SIMILAR
S/L	SETBACK LINE
SL	SLOPE
SM	SHEET METAL
SPEC	SPECIFICATION(S)
SQ	SQUARE
SQ IN	SQUARE INCH(ES)
SQ FT	SQUARE FOOT/FEET
SQ YD	SQUARE YARD(S)
SR	STATE ROAD
SS	STAINLESS STEEL
ST	STREET
STA	STATION
STD	STANDARD
STL	STEEL
STR	STRUCTURE
STS	STORM SEWER
SUP	SUPPORT
SUSP	SUSPEND/SUSPENSION
SVC	SERVICE
SW	SOUTHWEST
SWK	SIDEWALK
SYM	SYMBOL(S)
SYMM	SYMMETRICAL
SYS	SYSTEM

T

T	TANGENT
TB	TURFBLOCK
T&B	TOP AND BOTTOM
TBM	TEMPORARY BENCH MARK
TC	TIME OF CONCENTRATION
TD	TRENCH DRAIN
TDH	TOTAL DYNAMIC HEAD
TECH	TECHNICIAN/TECHNICAL
TEMP	TEMPORARY
TL	TERMINAL LAMPHOLE
TOB	TOP OF BANK
TOC	TOP OF CURB
TOS	TOE OF SLOPE
TOT	TOTAL
TS	TOP OF SLOPE
TWP	TOWNSHIP
TYP	TYPICAL

U

UD	UNDERDRAIN
UG	UNDERGROUND
UON	UNLESS OTHERWISE NOTED
UTC	UNDERGROUND TELEPHONE CABLE

V

VB	VALVE BOX
VC	VERTICAL CURVE
VCP	VITRIFIED CLAY PIPE
VERT	VERTICAL
VPC	VERTICAL POINT OF CURVE
VPI	VERTICAL POINT OF INTERSECTION
VPT	VERTICAL POINT OF TANGENCY

W

W	WEST
W/	WITH
WM	WATER MAIN
W/O	WITHOUT
WP	WATER/WEATHER PROOF
WPP	WOOD POWER POLE
WS	WATER SURFACE
WSWT	WET SEASON WATER TABLE
WT	WEIGHT
WV	WATER VALVE
WWF	WELDED WIRE FABRIC
WWM	WELDED WIRE MESH

Y

YD	YARD
YR	YEAR

MISC.

&	AND
@	AT
△	DELTA

EXISTING SYMBOLS

LINES

- CENTER LINE
- WIRE FENCE
- CHAIN LINK FENCE
- WOOD FENCE
- GUARDRAIL
- EXISTING PLATS
- RETAINING WALL
- RIGHT-OF-WAY LINE (R/W)
- SHORELINE
- SWALE
- BUILDING LINE
- CONTOURS (81 / 80)
- RAILROAD TRACKS
- GAS MAIN (GAS)
- UNDERGROUND ELECTRIC (UE)
- UNDERGROUND TELEPHONE (UGT)
- OVERHEAD ELECTRIC
- OVERHEAD TELEPHONE
- UNDERGROUND CABLE TELEVISION (CTV)
- EASEMENT

SANITARY

- SANITARY SEWER LINE
- CLEANOUT
- FORCE MAIN (FM)
- MANHOLE

WATER & REUSE WATER

- WATER MAIN 6" PVC PIPE (6"WM)
- REUSE WATER MAIN (RM)
- BACKFLOW PREVENTOR (B.F.P.)
- WATER VALVE
- FIRE HYDRANT
- WATER METER

STORM DRAIN

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

HIGHWAY & UTILITIES

- BENCHMARK
- RECOVERED 4x4 CM
- SET 4x4 CM
- SET IRON ROD
- RECOVERED IRON ROD
- CONCRETE
- COUNTY ROADS (520)
- INTERSTATE ROADS (95)
- STATE ROADS (50)
- WOOD AND/OR METAL LIGHT POLE
- CONCRETE LIGHT POLE
- YARD LIGHT
- MISCELLANEOUS SIGN
- SECTION CORNER (16 / 15 / 21 / 22)
- EDGE OF PAVEMENT W/O CURB
- EDGE OF PAVEMENT W/CURB
- GUY POLE
- WOOD UTILITY POLE
- CONCRETE UTILITY POLE
- ELECTRIC MANHOLE
- TELEPHONE MANHOLE
- TELEPHONE RISER
- ELECTRIC BOX / TRANSFORMER
- WELL
- MONITORING WELL
- DUMPSTER
- RR CROSSING SIGN
- RR CROSSING GATE
- TRAFFIC SIGNAL POLE
- SATALITE DISH
- GUY WIRE
- HANDICAP PARKING
- SPOT ELEVATION (99.50)
- BRICK PAVERS
- DIRT ROAD
- 8" MAPLE TREE
- 8" OAK TREE
- 8" PINE TREE
- 8" PALM TREE
- 8" MISC. TREE

PROPOSED SYMBOLS

LINES

- BOUNDARY
- CONSERVATION SETBACK
- CENTER LINE
- CHAIN LINK FENCE
- CONTOUR (81 / 80)
- EASEMENT
- FENCE
- GUARDRAIL
- LOT LINE
- PROPERTY LINE (P/L)
- RETAINING WALL
- RIGHT-OF-WAY LINE (R/W)
- SETBACK LINE
- SHORELINE
- SWALE
- TREE LINE

SANITARY

- 100 LF SAN 8 PVC 0.40% — 100 LINEAR FEET SANITARY 8" PVC PIPE @ 0.40% SLOPE
- CLEANOUT
- DOUBLE SANITARY SERVICE
- FORCE MAIN (FM)
- MANHOLE

WATER & REUSE WATER

- WATER MAIN (WM)
- 11 1/2° BEND
- 22 1/2° BEND
- 45° BEND
- 90° BEND
- TEE
- CROSS
- CHECK VALVE
- DOUBLE DETECTOR CHECK VALVE
- DOUBLE WATER SERVICE
- GATE VALVE
- FIRE HYDRANT
- METER
- REDUCER
- BLOWOFF
- BACKFLOW PREVENTER
- SAMPLE POINT (SP 2)
- UNDERDRAIN CEANOUT
- RECLAIMED WATER MAIN (RM)
- REUSE WATER SYSTEM CONNECTION
- DOUBLE REUSE WATER SERVICE

STORM DRAIN

- 100 LF STS 24 RCP @ 0.20% — 100 LINEAR FEET STORM PIPE 24" REINFORCED CONCRETE PIPE @ 0.20%
- UNDERDRAIN 6" PVC PIPE
- DRAINAGE FLOW DIRECTION
- FDOT INLET TYPE 1
- FDOT INLET TYPE 2
- FDOT INLET TYPE 3
- FDOT INLET TYPE 4
- FDOT INLET TYPE 5
- FDOT INLET TYPE 6
- MANHOLE
- MITERED END SECTION
- SLOPE DIRECTION ARROW FOR POND SIDE SLOPE
- SPOT ELEVATION (100.00)
- STORM INLET

HIGHWAY & UTILITIES

- BOUND CORNER
- CONCRETE
- COUNTY ROADS (520)
- DETAIL REFERENCE (901 / 24)
- DUMPSTER PAD
- FINISHED FLOOR ELEVATION W/ FHA LOT TYPE (FF=98.76 / TYPE A)
- GUY POLE
- HANDICAP PARKING
- INTERSTATE ROADS (95)
- LIGHT POLE
- SIGNS
- SECTION CORNER (16 / 15 / 21 / 22)
- STATE ROADS (50)
- SILT FENCE
- TRAFFIC FLOW PAVEMENT MARKING
- UTILITY POLE
- BLDG OR STRUCTURE
- TYPE F CURB & GUTTER
- MIAMI CURB
- CROSS SECTION DETAIL (901 / 24)

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PMDW Ventures, LLC
6 Ambrose Lane
South Barrington, IL 60010

Gardenia Pointe
Townhomes
City of Ocoee, Florida

Planned Development
Master Plan

Symbols & Abbreviations

Plans not valid unless Signed, Dated and Sealed below.

GEOFFREY L. SUMMITT, P.E.
Date:November 20, 2023
FL Registration #58775
Certificate of Authorization #29665

Revisions

NO.	DATE	DESCRIPTION
1	01/05/23	Initial Release
2	08/31/23	Response To Comments
3	11/20/23	Response To Comments
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5		
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9		
10		

SHEET NUMBER
2 OF 11

BOUNDARY SURVEY

LEGAL DESCRIPTION

Description (per Doc # 20160351579 and ORB 7421, PG 615):

That portion of the West Half of the Southwest quarter of the Northwest Quarter of Section 10, Township 22 South, Range 28 East, Orange County, Florida, lying North of the A.C.L Railroad right-of-way,
and
That portion of the East Half of the Southwest Quarter of the Northwest Quarter of Section 10, Township 22 South, Range 28 East, Orange County, Florida, lying North of the A.C.L. Railroad right-of-way.

Parcel 1:
The East 1/2 of the West 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 10, Township 22 South, Range 28 East, Orange County, Florida, lying North of the SCL Railroad.

Parcel 2:
That part of lot 120, FOREST OAKS UNIT 1, according to the plat thereof, as recorded in Plat Book 12, Page 84, for the Public Records of Orange County, Florida, described as follows: BEGINNING at the North corner of said Lot 120 on the West right-of-way of Prairie Lake Boulevard (the "POINT OF BEGINNING"), thence run South 18° 07' 47" East along said West, at the right angles to the West line of said Lot 120; thence run North 00° 13' 06" East along the West line of said Lot 120, a distance of 142.33 feet to the POINT OF BEGINNING.

Parcel 3:
The West 1/8 of the Southeast 1/4 of the Northwest 1/4 of Section 10, Township 22 South, Range 28 East, Orange County, Florida, lying North of the SCL Railroad.

ABBREVIATIONS

(C) = CALCULATED
CONC = CONCRETE
℄ = CENTERLINE
CM = CONCRETE MONUMENT
(D) = DEED
FD = FOUND
ID = IDENTIFICATION
IR = IRON PIPE
IP = IRON PIPE
LB = LICENSED BUSINESS
(M) = MEASURED
ORB = OFFICIAL RECORD BOOK
PG = PAGE
ND = NAIL AND DISK
PRM = PERMANENT REFERENCE MONUMENT
FF = FINISHED FLOOR
ELEV = ELEVATION
APPROX = APPROXIMATE
RCP = REINFORCED CONCRETE PIPE
CPP = CORRUGATED PLASTIC PIPE
VCP = VITRIFIED CLAY PIPE
PVC = POLYVINYL CHLORIDE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT

(P) = PLAT
PB = PLAT BOOK
PC = POINT OF CURVATURE
PCP = PERMANENT CONTROL POINT
PRC = POINT OF REVERSE CURVATURE
PT = POINT OF TANGENCY
R/W = RIGHT OF WAY
UE = UTILITY EASEMENT
AC = AIR CONDITIONER
PHR = PHONE RISER
EJB = ELECTRIC JUNCTION BOX
PP = POWER POLE
WM = WATER METER
CTVR = CABLE TV RISER
CO = CLEAN OUT
WV = WATER VALVE
OHL = OVERHEAD LINE
LP = LIGHT POLE
BFP = BACK FLOW PREVENTER
EM = ELECTRIC METER
C/A = COVERED AREA
TBM = TEMPORARY BENCHMARK
CCR = CERTIFIED CORNER OF RECORD
CATV = CABLE TELEVISION RISER

SYMBOLS

- CONC MONUMENT TYPE AS INDICATED
- CONTROL POINT TYPE AS INDICATED
- BENCHMARK TYPE AND ELEVATION AS INDICATED
- (S) SANITARY SEWER MANHOLE
- (D) DRAINAGE MANHOLE
- (MH) MANHOLE
- OHL — OVERHEAD LINE
- ATT — AT&T LINE
- CTV — CABLE TV LINE
- ELC — ELECTRIC LINE
- FO — FIBER OPTIC LINE
- GAS — GAS LINE
- UTL — UTILITY LINE
- W — WATER LINE
- SS — SEWER LINE
- CHAIN LINK FENCE
- X — WIRE FENCE
- WOOD FENCE
- [TR] TRANSFORMER BOX
- [W] WATER METER
- [S] TRAFFIC SIGNAL BOX
- [E] ELECTRIC BOX
- [T] TELEPHONE BOX
- LIGHT POLE
- UTILITY POLE
- GUY WIRE
- FIRE CONNECTION
- [C] CLEAN OUT
- SIGN

SURVEYORS NOTES

– THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE OPINION. THERE MAY EXIST MATTERS ON RECORD AFFECTING THE SUBJECT PROPERTY.

– BEARINGS BASED ON THE SOUTH LINE OF THE NW 1/4 OF SECTION 10, T22S, R28E AS BEING N 89°41'16" W (AN ASSUMED DATUM PER GRID NORTH, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983, AS DERIVED FROM A PRIVATE NETWORK SOLUTION).

– NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN HEREON.

– ALL BEARINGS AND DISTANCES ARE PLAT AND MEASURED UNLESS NOTED OTHERWISE.

– SYMBOLS ARE NOT TO SCALE.

– THIS SURVEY DOES NOT DETERMINE OWNERSHIP OF FENCES.

– FENCES ARE GRAPHICAL IN NATURE AND NOT TO SCALE. FENCE TIES ARE AS SHOWN HEREON.

– ELEVATIONS SHOWN HEREON ARE BASED UPON AND MATCHED TO ORANGE COUNTY BENCHMARK DESIGNATION S–766021, HAVING A PUBLISHED ELEVATION OF 124.908, NORTH AMERICAN VERTICAL DATUM OF 1988, (NAVD 88).

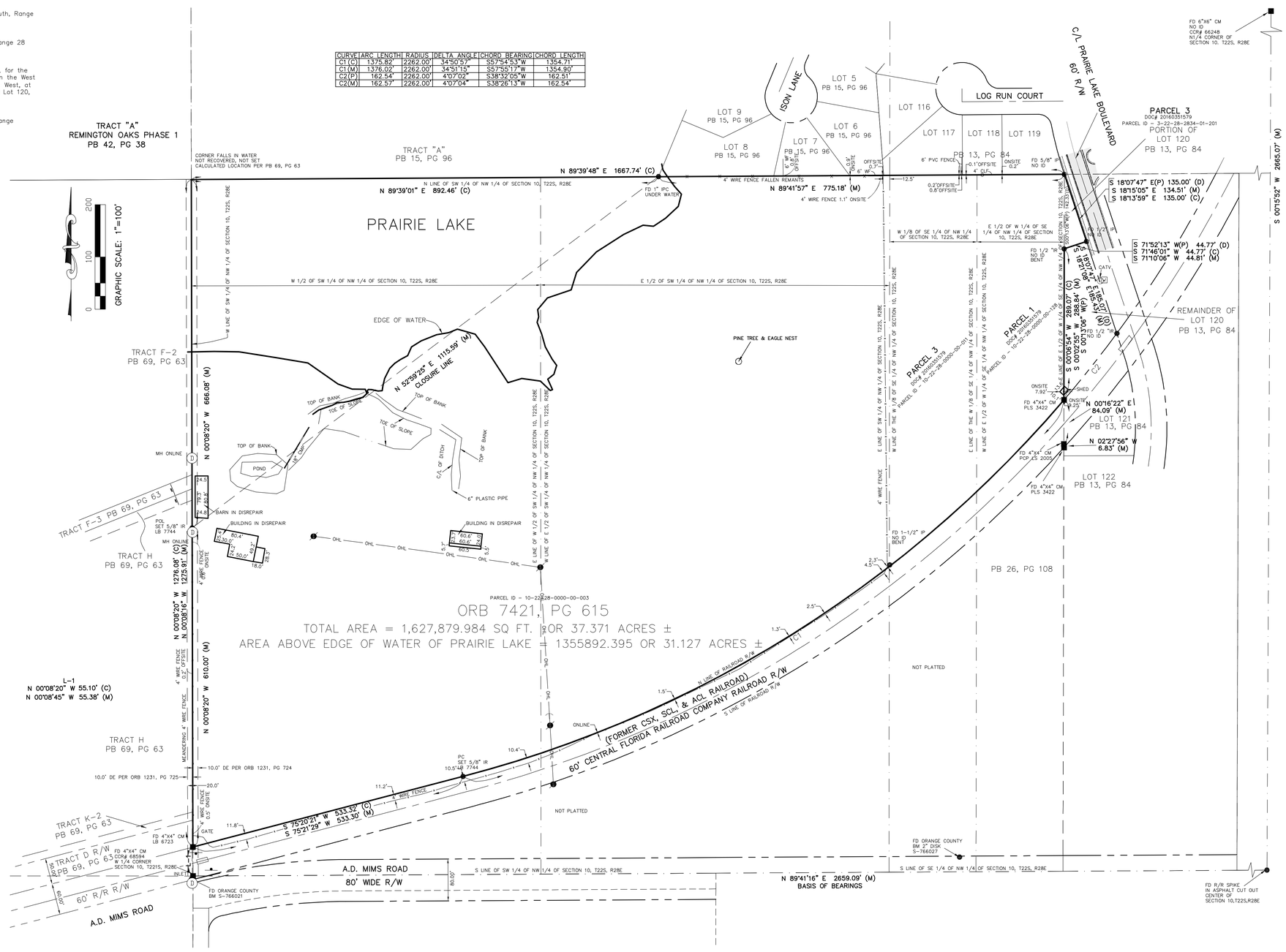
– SITE BENCHMARKS ARE AS SHOWN.

– BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP PANEL NO. 12095C0210F HAVING A REVISION DATE OF SEPTEMBER 25, 2009, THE PROPERTY SHOWN HEREON LIES IN UNSHADED ZONE "X", AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AND FLOOD ZONE AE HAVING A BASE FLOOD ELELVATION OF 84.9

– NO JURISDICTIONAL WETLANDS OR ENVIRONMENTAL AREAS HAVE BEEN LOCATED AS A PART OF THIS SURVEY. THERE MAY EXIST WETLANDS OR ENVIRONMENTAL AREAS AND THE SURVEYOR MAKES NO DETERMINATION OF SUCH.

– THIS SURVEY DOES NOT DETERMINE THE "ORDINARY HIGH WATER LINE: OR THE "MEAN HIGH WATER LINE". THE STATE OF FLORIDA MAY OWN OR CLAIM THE OWNERSHIP OF THOSE LANDS LYING BELOW THE "ORDINARY HIGH WATERLINE" OR THE "MEAN HIGH WATER LINE" OR WITHIN ANY WETLAND LIMITS.

– THE SCALE FOR THE MAP/DRAWING SHOWN HEREON IS 1"=100' AND IS INTENDED TO BE DISPLAYED ON A 24"X36" SIZED SHEET. ANY OTHER SHEET SIZE WILL ALTER THE SCALE OF THE DRAWING. COPIES AND REPRODUCTIONS MADE FROM PRINTS WILL/MAY ALTER THE SCALE OF THE DRAWING AS WELL.



Surveyors Certification:

I hereby certify that this survey shown hereon was made in accordance with the "Standards of Practice" for land surveying in the State of Florida Chapter 5J–17–.050 to 0.052 Florida Administrative Code, pursuant to Chapters 177 and 472, Florida Statutes and unless it bears the signature and the original raised seal of a Florida Licensed Surveyor and Mapper, this drawing, sketch, plat or map is for informational purposes only and is not valid.

Ralph A. Nieto PSM No. 6025 — Print Date

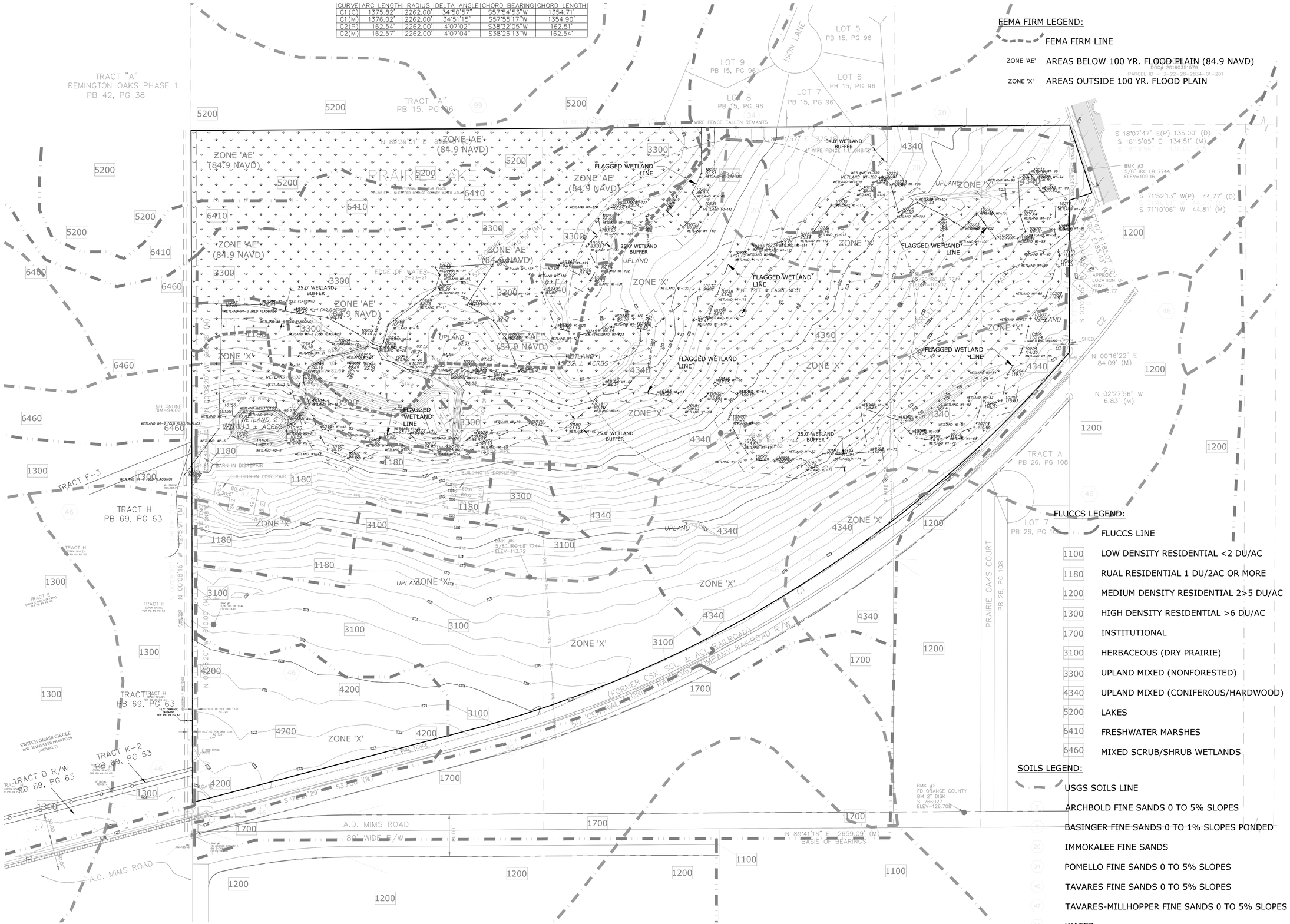
Nieto-Whittaker Surveying LLC
1728 N. Ronald Reagan Blvd., Longwood, FL 32750
PH: (407) 636-8460 FAX: (407) 636-8461
LB No. 7744

FIELD BY: DW/SS | DATE: X/X/X
DRAWN BY: BPS | ORDER NO.: NW21-114
SCALE: 1"=100' | SHEET: 1 OF 1

NO. | DATE | REVISIONS

PREPARED FOR:
INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL
2200 A D MIMS ROAD, OCOEE, FL 34761

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1 (C)	1375.82'	2262.00'	34°50'57"	S57°54'53"W	1354.71'
C1 (M)	1376.02'	2262.00'	34°51'15"	S57°55'17"W	1354.90'
C2 (P)	162.54'	2262.00'	4°07'02"	S38°32'05"W	162.51'
C2 (M)	162.57'	2262.00'	4°07'04"	S38°26'13"W	162.54'



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Planned Development Master Plan

Existing Condtions

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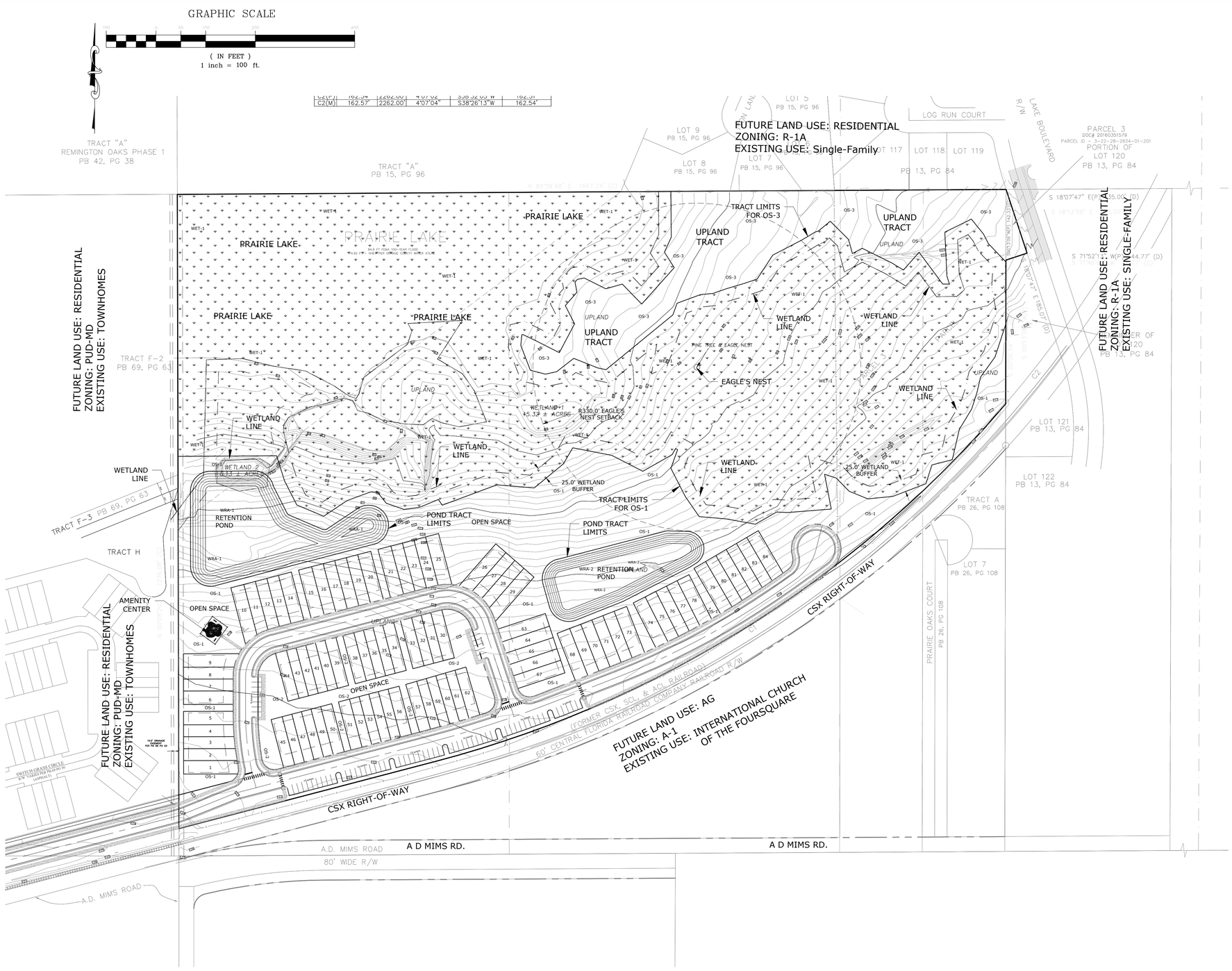
10	--/--/--	

SHEET NUMBER
4 OF 11



TRACT TABLE

TRACT LABEL	TRACT TYPE	Area (Ac.)	TRACT DEDICATED TO	EASEMENT DEDICATED TO
RW-1	Rights-of-Way	3.17	HOA	
OS-1	Open Space Area	4.84	HOA	
OS-2	Open Space Area	0.78	HOA	
OS-3	Open Space Area	2.93	HOA	
WET-1	Wetland/Water/Buffer	19.38	HOA	City of Ocoee/SJRWMD
WRA-1	Dry Retention Pond	1.25	HOA	City of Ocoee
WRA-2	Dry Retention Pond	0.78	HOA	City of Ocoee

SITE DATA:

Parcel I.D. #:	09-22-26-1100-0580-0001; 0000
Property FLU:	Low Density Residential
Property Zoning:	A (existing), PD (proposed)
Gross Land Area:	37.37 acres
Wetland Area:	12.87 acres
Prairie Lake:	6.51 acres
Gross Developable Area:	24.50 acres
Net Developable Area:	24.50 acres
Stormwater Management Area:	2.03 acres
Right-of-Way Area:	3.18 acres
Offsite Right-of-Way Dedication:	0.00 acres
Public Open Space Tracts:	8.25 acres
Proposed Residential Units:	84 Single-Family Attached Lots
Net Residential Density:	3.43 dwelling units/Net Developable Acre
Minimum Living Area:	1,400 sqft. (Heated/cooled space)
Maximum Building Height:	Two Stories, 35'
Minimum Lot Width:	20' (Internal Block); 24' (External Block)
Minimum Lot Depth:	N/A
Minimum Lot Size:	2,000 (Attached)
Maximum Lot Coverage:	80%
Minimum Open Space %:	25%

Setbacks:

20' Internal Block Lots:

Front:	25'
Side:	0.0' (Interior); 3.0' (End-Unit)
Rear:	17'
Rear Porch:	7.5'

24' External Block Lots:

Front:	20'
Side:	0.0' (Interior); 3.0' (End-Unit)
Rear:	17'
Rear Porch:	7.5'

Open Space Requirements:

Open Space Required:
24.50ac. * .25 = 6.13 acres (required)
Open Space Provided:

Tract OS-1:	4.54 acres
Tract OS-2:	.78 acres
Tract OS-3:	2.93 acres
Tract WRA-1:	1.25 acres
Tract WRA-2:	0.78 acres
Total:	10.28 acres (6.13 required)

Major Street Setbacks:

CSX Railway. 25' (setback from right-of-way line)

Additional Notes:

1. Billboards and pole signs shall be prohibited.
2. There is no proposed 100 yr. Flood Plain encroachment and the property is in Zone 'X' & 'AE' areas inside/outside of the 100 yr. flood plain.
3. A Homeowner's Association will be created for maintenance and ownership of common area tracts as reflected in the tract table.
4. Fire Protection will be provided by City of Ocoee in accordance with the 2018 Florida Fire Prevention Code.
5. The project will be constructed in a single phase.
6. All units will be sprinkled for fire protection purposes.
7. A Minimum of 1.3 acres of active and passive recreation (i.e. playgrounds, athletic fields, other play courts, picnic benches, trails, etc.).
8. In addition to the tot lots the internal sidewalks will be demarcated to show distance to encourage use for exercise.

Off-Street Parking:

Required Parking:

2.0 spaces per Unit (for Single-Family Detached): (84 units x 2.0 spaces/unit) = 168

Total Required Parking:	168
Provided Parking:	
Guest Parking:	70 spaces
Units with 1-Space Garage:	33 spaces
Units with 2-Space Garage:	51 spaces
Driveway Parking Space:	84 spaces
Total Parking Provided:	289 spaces

Phasing:

This project is to be developed in one phases.

Traffic:

Single-Family Residential: 84 d.u. * 9.57 trip/d.u. = 804 A.D.T.

Stormwater Management:

The project will meet the requirements of City of Ocoee Land Development Code and the St. Johns River Water Management District.

School Age Population:

84 d.u. * .350 children/unit = 29 children

Needed Fire Flow (NFF): (Based on FFPC 2018 7th Edition Chapter 18 & Annex I)

Single-Family (less than 5,000 sqft.):	1,000 gpm
Single-Family (more than 5,000 sqft.):	Per Table 18.4.5.2.1

Water, Sewer and Solid Waste Demand:

Water Demand:
84 Units * 350 gallons/day = 29,400 gallons/day

Sewer Demand:
84 Units * 300 gallons/day = 25,200 gallons/day

Solid Waste Demand:
84 Units * 2.6 persons/unit * 4.3 Lb./person/day = 939 Lb/day

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Gardenia Pointe Townhomes
City of Ocoee, Florida

Planned Development
Master Plan

Overall Site Plan

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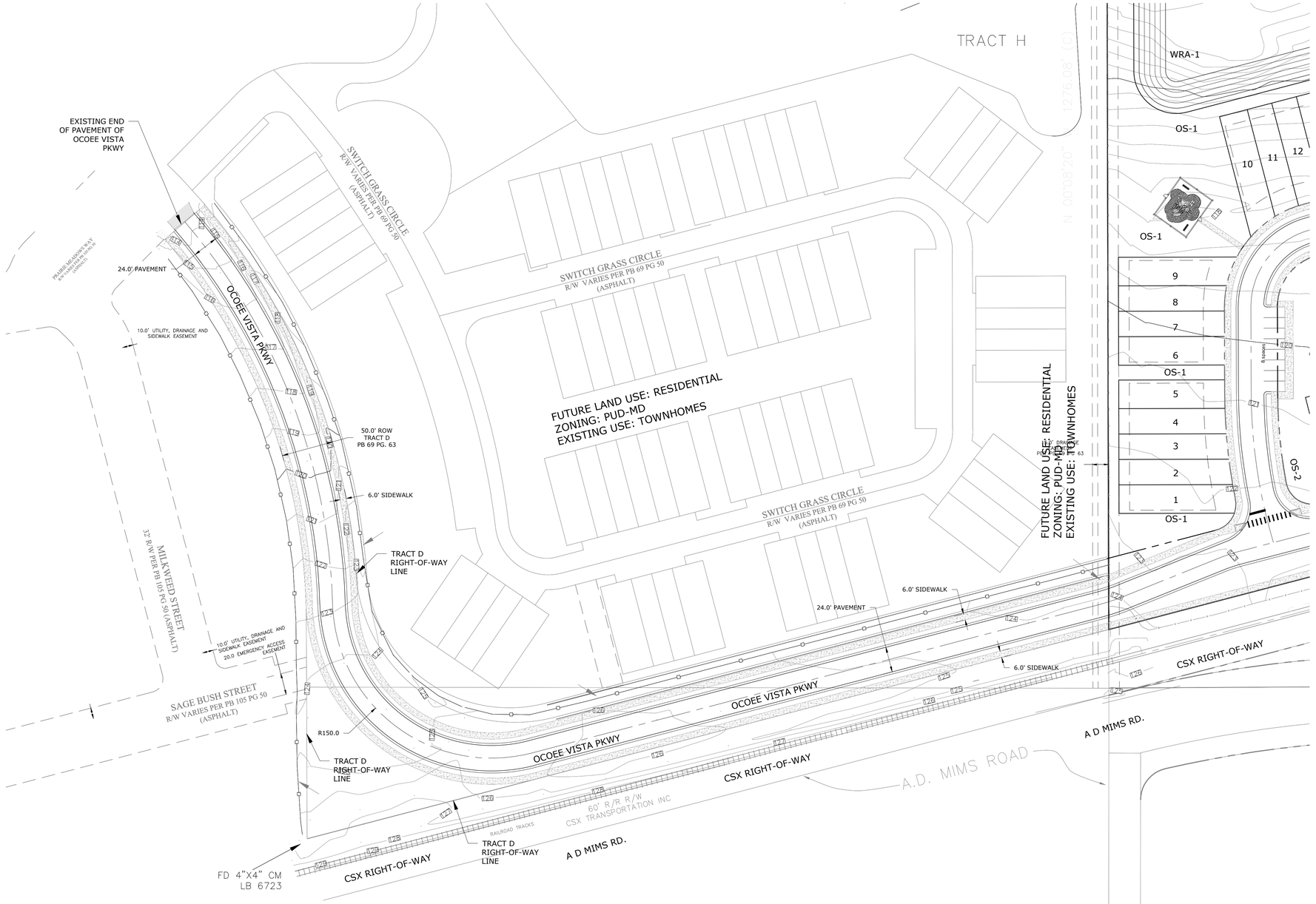
GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.



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Ocoee Vista Parkway Extension

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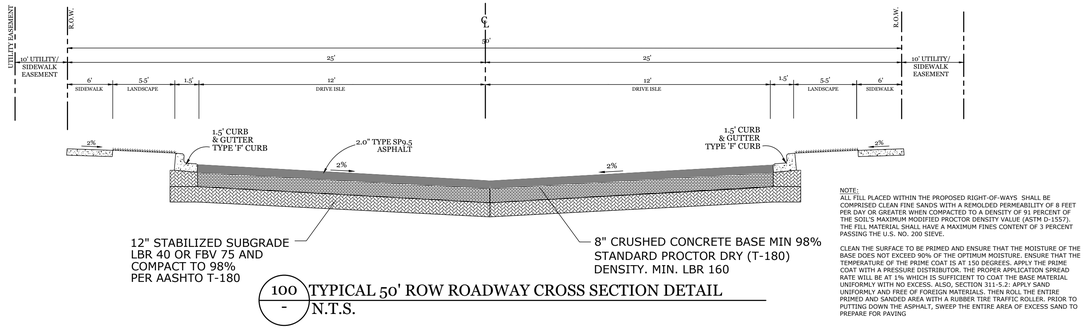
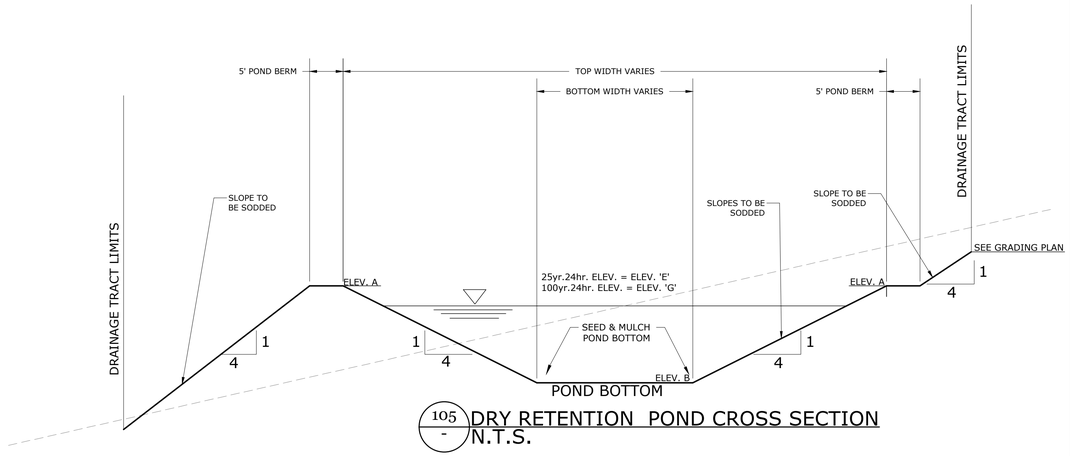


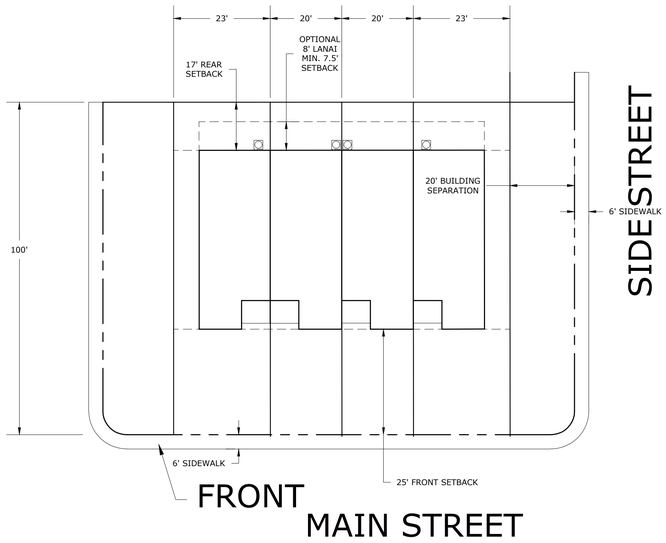
100 - TYPICAL 50' ROW ROADWAY CROSS SECTION DETAIL
N.T.S.

NOTE:
ALL FILL PLACED WITHIN THE PROPOSED RIGHT-OF-WAYS SHALL BE COMPRISED CLEAN FINE SANDS WITH A REMOLDED PERMEABILITY OF 8 FEET PER DAY OR GREATER WHEN COMPACTED TO A DENSITY OF 91 PERCENT OF THE SOIL'S MAXIMUM MODIFIED PROCTOR DENSITY VALUE (ASTM D-1557). THE FILL MATERIAL SHALL HAVE A MAXIMUM FINES CONTENT OF 3 PERCENT PASSING THE U.S. NO. 200 SIEVE.

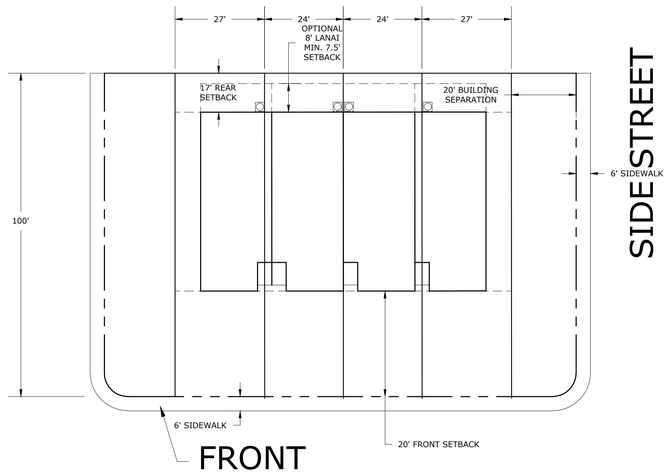
CLEAN THE SURFACE TO BE PRIMED AND ENSURE THAT THE MOISTURE OF THE BASE DOES NOT EXCEED 90% OF THE OPTIMUM MOISTURE. ENSURE THAT THE TEMPERATURE OF THE PRIME COAT IS AT 150 DEGREES. APPLY THE PRIME COAT WITH A PRESSURE DISTRIBUTOR. THE PROPER APPLICATION SPREAD RATE WILL BE AT 1% WHICH IS SUFFICIENT TO COAT THE BASE MATERIAL UNIFORMLY WITH NO EXCESS. ALSO, SECTION 311-5.2: APPLY SAND UNIFORMLY AND FREE OF FOREIGN MATERIALS. THEN ROLL THE ENTIRE PRIMED AND SANDED AREA WITH A RUBBER TIRE TRAFFIC ROLLER. PRIOR TO PUTTING DOWN THE ASPHALT, SWEEP THE ENTIRE AREA OF EXCESS SAND TO PREPARE FOR PAVING



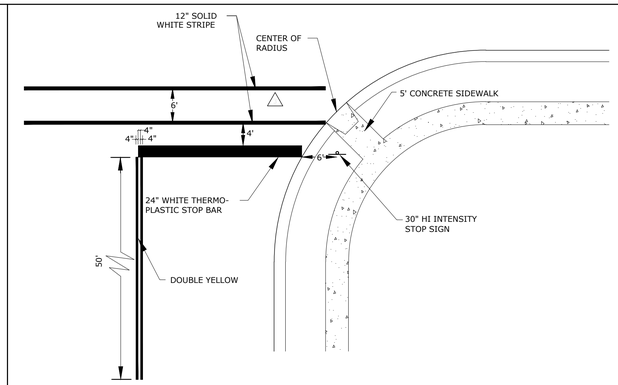
105 - DRY RETENTION POND CROSS SECTION
N.T.S.



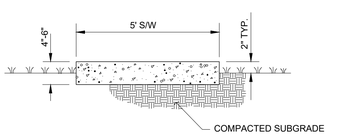
101 - INTERIOR 20' TOWNHOME LAYOUT PLAN
N.T.S.



102 - EXTERIOR 24' TOWNHOME LAYOUT PLAN
N.T.S.



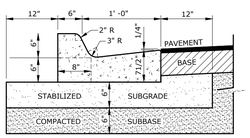
107 - STOP SIGN, STOP BAR & CROSSWALK
N.T.S.



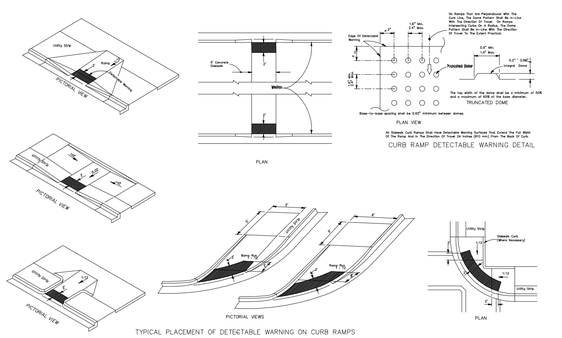
CONCRETE WALK AT 4,000 PSI
WOOD FLOAT FINISH. SAW CUT
CONTRACTION JOINTS AT 5' O.C. MIN.
EXPANSION JOINT AT 20' O.C. MIN

NOTE: ALL SIDEWALK TO BE CONSTRUCTED AS PART OF INFRASTRUCTURE & SHALL BE 6" THICK ACROSS DRIVEWAYS OR POND ACCESS POINTS

103 - STANDARD SIDEWALK DETAIL
N.T.S.



104 - FDOT TYPE 'F-MOD' CURB
N.T.S.



106 - TRUNCATED DOME DETAIL
N.T.S.

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Gardenia Pointe Townhomes
City of Ocoee, Florida

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General Details

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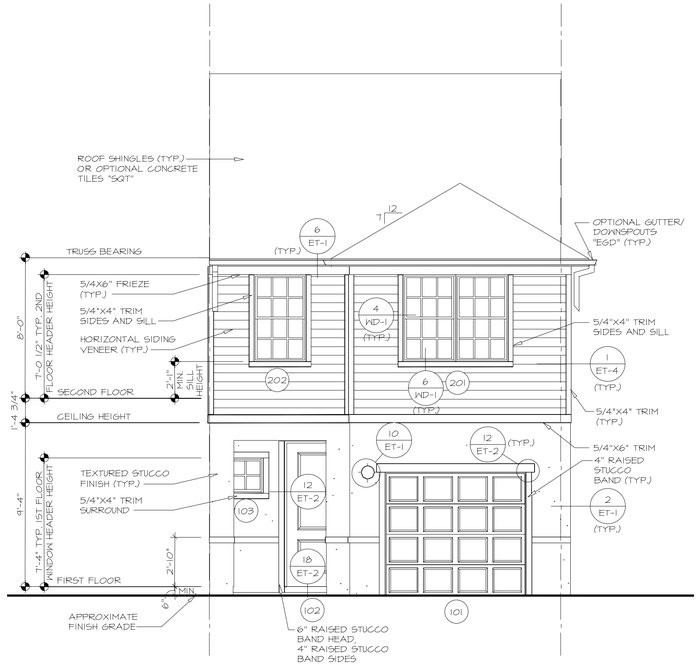
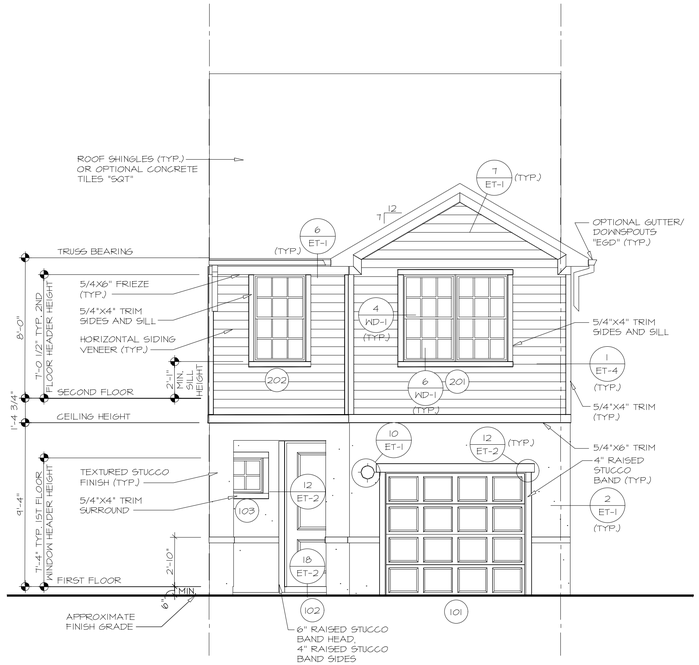


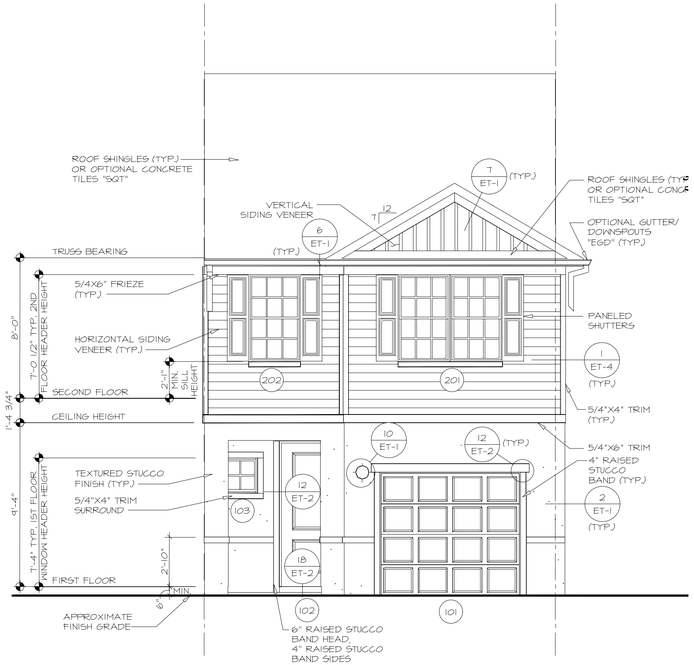
1 A-1 FRONT ELEVATION "A"

SCALE: 1/4" = 1'-0" INTERIOR UNIT "SAO"



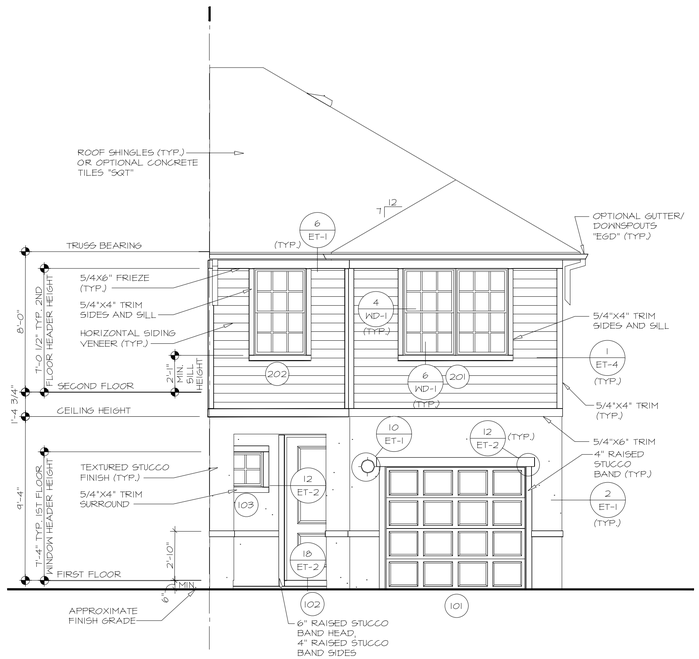
2 A-1 FRONT ELEVATION "B"

SCALE: 1/4" = 1'-0" INTERIOR UNIT "SAO"



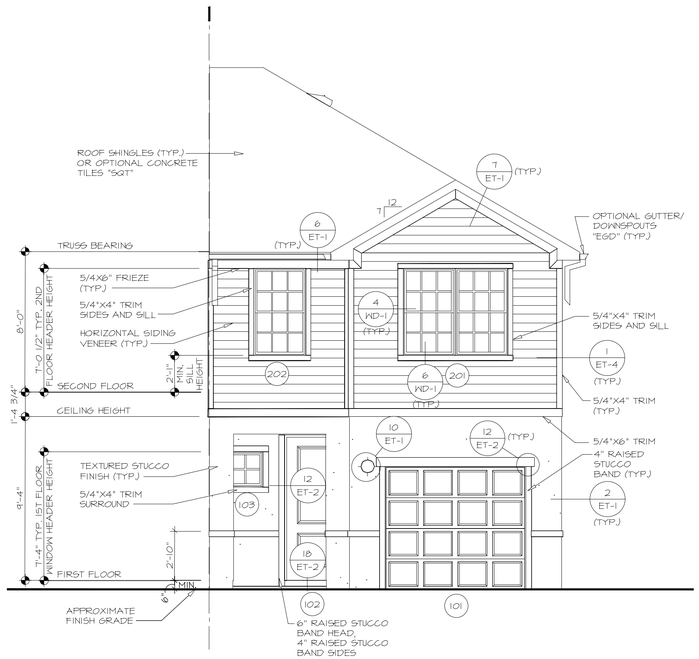
3 A-1 FRONT ELEVATION "C"

SCALE: 1/4" = 1'-0" INTERIOR UNIT "SAO"



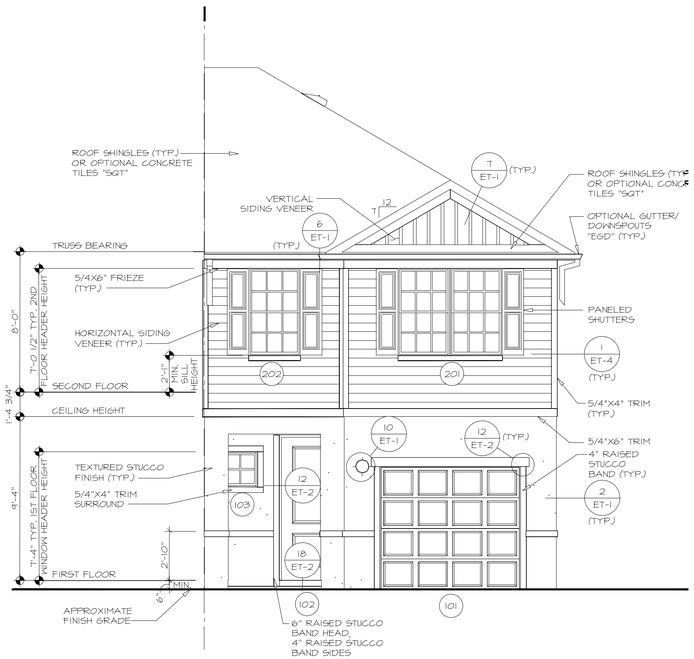
4 A-1 FRONT ELEVATION "A"

SCALE: 1/4" = 1'-0" END UNIT "SAE"



5 A-1 FRONT ELEVATION "B"

SCALE: 1/4" = 1'-0" END UNIT "SAE"



6 A-1 FRONT ELEVATION "C"

SCALE: 1/4" = 1'-0" END UNIT "SAE"

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City of Ocoee, Florida

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Architectural Elevations 1

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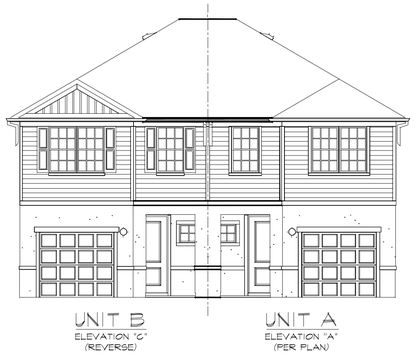
1 B-2 2 - UNIT BUILDING
SCALE: 1/8" = 1'-0" MPTA2



2 B-2 2 - UNIT BUILDING
SCALE: 1/8" = 1'-0" MPTB2



3 B-2 2 - UNIT BUILDING
SCALE: 1/8" = 1'-0" MPTC2



4 B-2 3 - UNIT BUILDING
SCALE: 1/8" = 1'-0" MPT03



5 B-2 4 - UNIT BUILDING
SCALE: 1/8" = 1'-0" MPT04



6 B-2 5 - UNIT BUILDING
SCALE: 1/8" = 1'-0" MPT05

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1 / B-3 — 6 - UNIT BUILDING

SCALE: 1/8" = 1'-0" MPT06



2 / B-3 — 7 - UNIT BUILDING

SCALE: 1/8" = 1'-0" MPT07



3 / B-3 — 8 - UNIT BUILDING

SCALE: 1/8" = 1'-0" MPT08

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1 B-2 2-UNIT BUILDING ELEVATION

SCALE: 1/8" = 1'-0" TXDA2



2 B-2 8-UNIT BUILDING ELEVATION

SCALE: 1/8" = 1'-0" TXD08



3 B-2 2-UNIT BUILDING ELEVATION

SCALE: 1/8" = 1'-0" TXDB2



4 B-2 7-UNIT BUILDING ELEVATION

SCALE: 1/8" = 1'-0" TXD07



5 B-2 6-UNIT BUILDING ELEVATION

SCALE: 1/8" = 1'-0" TXD06



6 B-2 3-UNIT BUILDING ELEVATION

SCALE: 1/8" = 1'-0" TXD03



7 B-2 4-UNIT BUILDING ELEVATION

SCALE: 1/8" = 1'-0" TXD04

NOTE
NO VERTICAL OFFSETS BETWEEN REVERSE UNITS WHERE POSSIBLE



8 B-2 5-UNIT BUILDING ELEVATION

SCALE: 1/8" = 1'-0" TXD05

STANDARD BUILDING CONFIGURATION

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ORDINANCE NO. 2024-
(Rezoning Ordinance for Gardenia Pointe)

TAX PARCEL ID: 10-22-28-0000-00-003, 10-22-28-0000-00-011, 10-22-28-0000-00-128 and 03-22-28-2834-01-201

CASE NO. RZ-23-02-02: Gardenia Pointe

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM UNCLASSIFIED AND R-1A (SINGLE FAMILY DWELLING DISTRICT) TO PUD (PLANNED UNIT DEVELOPMENT DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 37.37 ACRES LOCATED ON THE NORTH SIDE OF THE FCEN RAILROAD TRACKS AT THE TERMINUS OF THE UNIMPROVED OCOEE VISTA PARKWAY RIGHT-OF-WAY AND ASSIGNED PARCEL IDENTIFICATION NUMBERS 10-22-28-0000-00-003, 10-22-28-0000-00-011, 10-22-28-0000-00-128 AND 03-22-28-2834-01-201; FINDING SUCH ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner (the "Applicant") of certain real 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 37.37 acres, more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, from Unclassified and R-1A to PUD; and

WHEREAS, pursuant to Section 5-9(B) of Article V of the Land Development Code of the City of Ocoee, Florida (the "Ocoee City Code"), the City Development Services Director has reviewed said Rezoning application and determined that the Rezoning is consistent with the City of Ocoee Comprehensive Plan as set forth in Ordinance No. 91-28, adopted September 18, 1991, as amended (the "Ocoee Comprehensive Plan"); and

WHEREAS, said Rezoning application was scheduled for review and recommendation by the Planning and Zoning Commission of the City of Ocoee, Florida (the "Planning and Zoning Commission"), acting as the Local Planning Agency; and

WHEREAS, on February 13, 2024, the Planning and Zoning Commission held a public hearing and reviewed said Rezoning application for consistency with the Ocoee Comprehensive Plan and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan and is in

the best interest of the City, and recommended to the Ocoee City Commission that the zoning classification of said real property be rezoned as requested by the Applicant and that the Ocoee City Commission find that the Rezoning requested by the Applicant to be consistent with the Ocoee Comprehensive Plan; and

WHEREAS, on April 2, 2024, the Ocoee City Commission held a de novo advertised public hearing with respect to the proposed Rezoning of said real property and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan; and

WHEREAS, this Ordinance has been considered by the Ocoee City Commission in accordance with the procedures set forth in Section 166.041(3)(a), Florida Statutes.

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

SECTION 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 163 and 166, Florida Statutes.

SECTION 2. REZONING. The zoning classification, as defined in the Ocoee City Code, of the Property described in **Exhibit "A"** containing approximately 37.37 acres located within the corporate limits of the City of Ocoee, Florida, is hereby changed from Unclassified and R-1A to PUD. 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. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

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

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective ten (10) days after its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2024.

ATTEST:

_____
Melanie Sibbitt, City Clerk

(SEAL)

APPROVED:
CITY OF OCOEE, FLORIDA

_____
Rusty Johnson, Mayor

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

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

FISHBACK DOMINICK

By: _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

1. PARCEL ID NO.: 10-22-28-0000-00-003

   SW1/4 OF NW1/4 (LESS THAT PART LYING S OF ACL RR) OF SEC 10-22-28

2. PARCEL ID NO.: 10-22-28-0000-00-011

   W1/8 OF SE1/4 OF NW1/4 LYING N OF SEABOARD COASTLINE R/R & FLORIDA CENTRAL R/R IN SEC 10-22-28

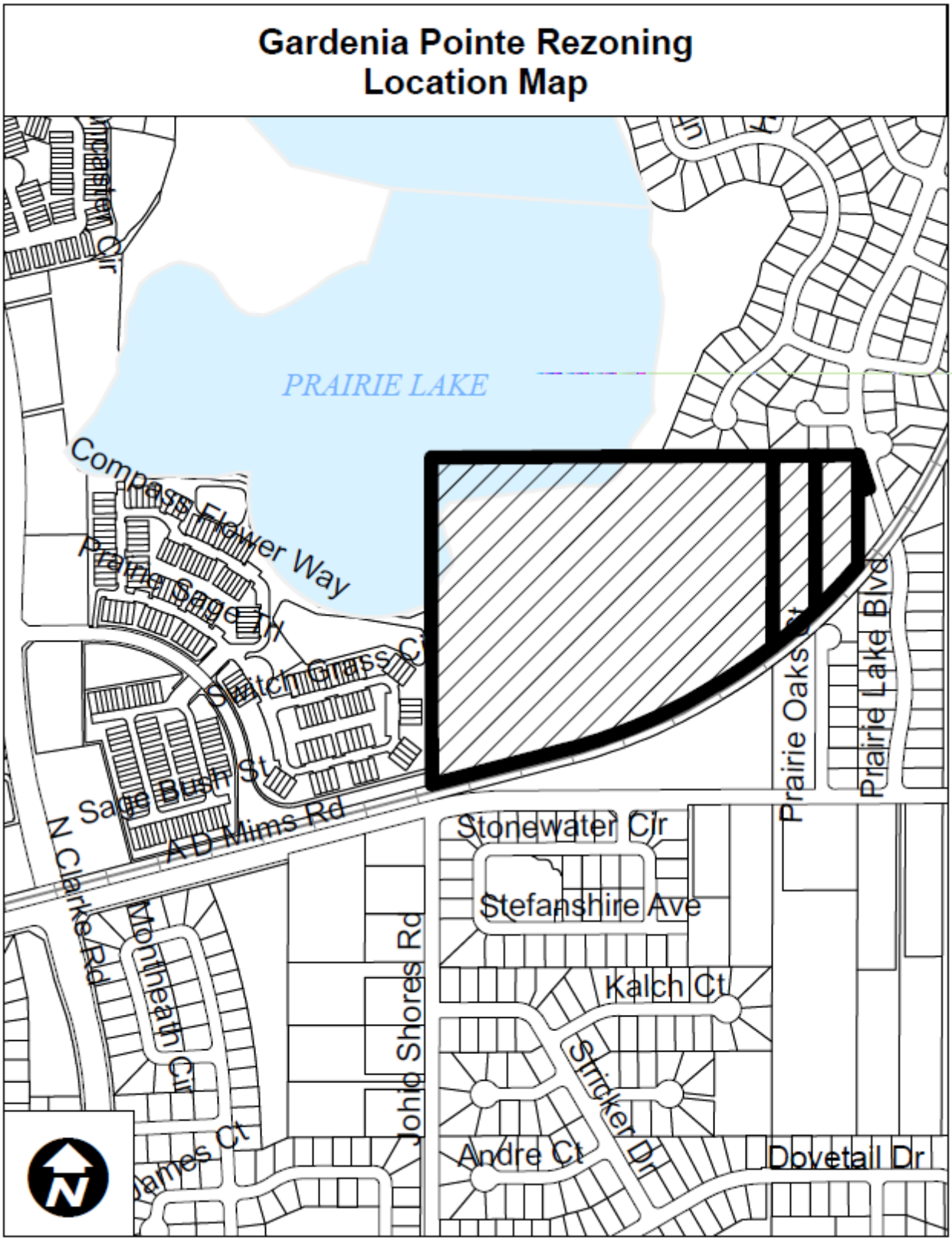
3. PARCEL ID NO.: 10-22-28-0000-00-128

   E1/2 OF W1/4 OF SE1/4 OF NW1/4 LYING N OF SCL RR IN SEC 10-22-28

4. PARCEL ID NO.: 03-22-28-2834-01-201

   FOREST OAKS UNIT 1 13/84 BEG AT N COR OF LOT 120 TH S 18 DEG E 135 FT S 71 DEG W 44.77 FT N 142.33 FT TO POB

EXHIBIT "B"


Gardenia Pointe Rezoning
Location Map
PRAIRIE LAKE
Compass Flower Way
Prairie Sage Trl
Switch Grass Cir
Sage Bush St
A D Mims Rd
N Clarke Rd
Monheath Cir
James Ct
Johid Shores Rd
Stonewater Cir
Stefanshire Ave
Kalch Ct
Stricker Dr
Andre Ct
Dovetail Dr
Prairie Oaks
Prairie Lake Blvd

STAFF REPORT

Meeting Date: March 5, 2024
Item #: 10

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: First Reading of Ordinance Implementing Live Local Act. (Zoning Manager Whitfield)

Background Summary:
On March 29, 2023, Senate Bill 102, known as the "Live Local Act" was signed into law. The primary purpose of the Bill is to increase the supply of affordable housing in the State of Florida. The Live Local Act requires municipalities to allow multifamily and mixed-use residential development in any area zoned for “commercial, industrial, or mixed-use” if at least forty (40) percent of the residential units in a proposed multifamily rental development are, for a period of at least 30 years, “affordable” as defined in s. 420.0004, Florida Statutes, and at least sixty-five (65) percent of the total square footage of any mixed-use project is used for residential purposes, and the project otherwise “meets all other development regulations and requirements” for multifamily development, which are currently established in Section 6-15, LDC. Among other things, the Live Local Act preempts local comprehensive plans and zoning code provisions with regard to maximum permitted height and density as well as minimum parking ratios.

On January 16, 2024, the City Commission approved Resolution No. 2024-02 relating to the City's pending legislation regarding "qualifying affordable housing projects" under this Live Local Act as an effort to provide public notice of the pending legislative doctrine and to direct staff to amend the Land Development Code to provide a procedure for administrative approvals of qualifying projects under the Live Local Act and to establish requirements for the filing of deed restrictions which require the provision of affordable housing for a minimum thirty (30) year period, requirements for annual certification of compliance and requirements for the equivalent treatment of all market rate and affordable dwelling units, and regulations for enforcement of the ordinance.

Thus, in accordance with the Resolution, the City is moving forward with updates to the Ocoee Land Development Code in order to articulate the requirements of the Live Local Act more clearly. The attached ordinance details the changes to Section 5-15 Specific Use/Development Standards to create a new Sub-Section 5-15D relative to Affordable Housing Projects. This new Sub-section includes new definitions, provisions regarding parking, residential density, and building height, a process for administrative approval of qualifying affordable housing projects, and requirements for the filing of deed restrictions and the submittal of annual certifications attesting to compliance with the Live Local Act for thirty (30) years from issuance of a Certificate of Occupancy. The proposed ordinance also establishes requirements for the equivalent treatment of all market rate and affordable dwelling units and provisions for the City’s enforcement of these new Code Sections. A copy of Senate Bill 102 is attached, and the language relative to the requirements of municipalities begins in Section 5 of the Bill (page 8 of that .pdf), which amends various subsections of Section 166.04151, Florida Statutes. Key takeaways from the Live Local Act, as set forth in the draft ordinance, as they relate to procedural changes, are as follows:

- Affordable multifamily residential and mixed-use residential is allowed in any area zoned for commercial, industrial, or mixed-use without the need for a comprehensive plan amendment or a rezoning of the property to allow for residential use. For example, a 5-acre parcel with a Commercial Future Land Use designation or C-1 zoning classification can be developed as a multifamily (apartments) project so long as at least 40% of the units are affordable units or as a mixed-use development so long as at least 65% of the total square footage is dedicated to affordable housing units. The term "affordable", as defined in Section 420.0004(3), Florida Statutes, means that "monthly rents or monthly mortgage payments including taxes, insurance, and utilities do not exceed 30 percent of that amount, which represents the percentage of the median adjusted gross annual income for 'extremely low-income', 'low-income', and 'moderate-income' households and 'very low-income' households not including students".
- The affordable housing project can have the highest density available in the City (i.e., the High-Density Residential FLU) and the highest building height of any building within one (1) mile (as measured by a human-accessible route, not as the crow flies) of the affordable housing project.
- A qualifying affordable housing project, regardless of whether it is small-scale or large-scale, must be approved through an administrative review process with no further action by the City Commission required so long as it meets the Land Development Code requirements for multifamily developments. This means that even for a large-scale apartment or mixed-use complex, the City can not require a public hearing before the Planning and Zoning Commission or City Commission prior to approval, which means there is no opportunity for public comment at a hearing.
- If the affordable housing project is within 1/2 mile or is accessible by a major transit stop, the City must consider a parking reduction.

The draft ordinance also establishes regulations regarding equivalent treatment of affordable housing units and mechanisms to ensure and maintain compliance with Section 5-15D, LDC, over the 30-year period.

Therefore, pursuant to the pending legislation doctrine (or pending ordinance doctrine) set forth in Smith v. City of Clearwater, 383 So. 2d 681 (Fla. 2d DCA 1980), the City declares and implements the ordinance doctrine concerning the zoning and land development regulations governing real properties and proposed mixed-use and multifamily projects located within the City limits.

Issue:

Should the Honorable Mayor and City Commissioners approve the proposed ordinance to amend the Land Development Code relative to Qualifying Affordable Housing Projects under the requirements of Senate Bill 102 (2023), also known as the Live Local Act?

Recommendations:

Planning & Zoning Commission (PZC) Recommendation

The Planning & Zoning Commission considered this item at its February 13, 2024, public hearing, and, following discussion about potential implications of this Legislation on properties in the City, made a recommendation of approval for the proposed ordinance to amend the Land Development Code relative to Qualifying Affordable Housing Projects under the requirements of Senate Bill 102 (2023), also known as the Live Local Act.

Staff Recommendation

Staff recommends that the Honorable Mayor and City Commissioners approve the proposed ordinance to amend the Land Development Code relative to Qualifying Affordable Housing Projects under the requirements of Senate Bill 102 (2023), also known as the Live Local Act.

Attachments:
1. SB 102 Live Local Act
2. Ordinance Implementing Live Local Act

Financial Impacts:
N/A

Type of Item: First Reading

CHAPTER 2023-17

Committee Substitute for Senate Bill No. 102

An act relating to housing; providing a short title; amending s. 125.0103, F.S.; deleting the authority of local governments to adopt or maintain laws, ordinances, rules, or other measures that would have the effect of imposing controls on rents; amending s. 125.01055, F.S.; revising applicability for areas of critical state concern; specifying requirements for, and restrictions on, counties in approving certain housing developments; providing for future expiration; amending s. 125.379, F.S.; revising the date by which counties must prepare inventory lists of real property; requiring counties to make the inventory lists publicly available on their websites; authorizing counties to use certain properties for affordable housing through a long-term land lease; revising requirements for counties relating to inventory lists of certain property for affordable housing; providing that counties are encouraged to adopt best practices for surplus land programs; amending s. 166.04151, F.S.; revising applicability for areas of critical state concern; specifying requirements for, and restrictions on, municipalities in approving applications for certain housing developments; providing for future expiration; amending s. 166.043, F.S.; deleting the authority of local governments to adopt or maintain laws, ordinances, rules, or other measures that would have the effect of imposing controls on rents; amending s. 166.0451, F.S.; revising the date by which municipalities must prepare inventory lists of real property; requiring municipalities to make the inventory lists publicly available on their websites; authorizing municipalities to use certain properties for affordable housing through a long-term land lease; revising requirements for municipalities relating to inventory lists of certain property for affordable housing; providing that municipalities are encouraged to adopt best practices for surplus land programs; amending s. 196.1978, F.S.; providing an exemption from ad valorem taxation for land that meets certain criteria; providing applicability; providing for future repeal; defining terms; providing an ad valorem tax exemption for portions of property in a multifamily project if certain conditions are met; providing that vacant units may be eligible for the exemption under certain circumstances; specifying percentages of the exemption for qualified properties; specifying requirements for applying for the exemption with the property appraiser; specifying requirements for requesting certification from the Florida Housing Finance Corporation; specifying requirements for the corporation in reviewing requests, certifying property, and posting deadlines for applications; specifying requirements for property appraisers in reviewing and granting exemptions and for improperly granted exemptions; providing a penalty; providing limitations on eligibility; specifying requirements for a rental market study; authorizing the corporation to adopt rules; providing applicability; providing for future repeal; creating s. 196.1979, F.S.; authorizing local governments to adopt ordinances to provide an ad valorem tax exemption for portions of property

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used to provide affordable housing meeting certain requirements; specifying requirements and limitations for the exemption; providing that vacant units may be eligible for the exemption under certain circumstances; specifying requirements for ordinances granting an exemption; specifying requirements for a rental market study; providing that ordinances must expire within a certain timeframe; requiring the property appraiser to take certain action in response to an improperly granted exemption; providing a penalty; providing applicability; amending s. 201.15, F.S.; suspending, for a specified period, the General Revenue Fund service charge on documentary stamp tax collections; providing for specified amounts of such collections to be credited to the State Housing Trust Fund for certain purposes; providing for certain amounts to be credited to the General Revenue Fund under certain circumstances; prohibiting the transfer of such funds to the General Revenue Fund in the General Appropriations Act; providing for the future expiration and reversion of specified statutory text; amending s. 212.08, F.S.; revising the total amount of community contribution tax credits which may be granted for certain projects; defining terms; providing a sales tax exemption for building materials used in the construction of affordable housing units; defining terms; specifying eligibility requirements; specifying requirements for applying for a sales tax refund with the Department of Revenue; specifying requirements for and limitations on refunds; providing requirements for the department in issuing refunds; authorizing the department to adopt rules; providing applicability; amending s. 213.053, F.S.; authorizing the department to make certain information available to the corporation to administer the Live Local Program; creating s. 215.212, F.S.; prohibiting the deduction of the General Revenue Fund service charge on documentary stamp tax proceeds; providing for future repeal; amending s. 215.22, F.S.; conforming a provision to changes made by the act; providing for the future expiration and reversion of specified statutory text; amending s. 220.02, F.S.; specifying the order of application of Live Local Program tax credits against the state corporate income tax; amending s. 220.13, F.S.; specifying requirements for the addition to adjusted federal income of amounts taken as a credit under the Live Local Program; amending s. 220.183, F.S.; conforming a provision to changes made by the act; amending s. 220.186, F.S.; providing applicability of Live Local Program tax credits to the Florida alternative minimum tax credit; creating s. 220.1878, F.S.; providing a credit against the state corporate income tax under the Live Local Program; specifying requirements and procedures for making eligible contributions and claiming the credit; amending s. 220.222, F.S.; requiring returns filed in connection with the Live Local Program tax credits to include the amount of certain credits; amending s. 253.034, F.S.; modifying requirements for the analysis included in land use plans; making technical changes; amending s. 253.0341, F.S.; requiring that local government requests for the state to surplus conservation or nonconservation lands for any means of transfer be expedited throughout the surplusing process; amending s. 288.101, F.S.; authorizing the Governor, under the Florida Job Growth Grant Fund, to approve state or local public infrastructure projects to facilitate

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the development or construction of affordable housing; providing for future repeal; amending s. 420.0003, F.S.; revising legislative intent for, and policies of, the state housing strategy; revising requirements for the implementation of the strategy; revising duties of the Shimberg Center for Housing Studies at the University of Florida; requiring the Office of Program Policy Analysis and Government Accountability to evaluate specified strategies, policies, and programs at specified intervals; specifying requirements for the office's analyses; authorizing rule amendments; amending s. 420.503, F.S.; revising the definition of the term "qualified contract" for purposes of the Florida Housing Finance Corporation Act; amending s. 420.504, F.S.; revising the composition of the corporation's board of directors; providing specifications for filling vacancies on the board of directors; amending s. 420.507, F.S.; specifying a requirement for the corporation's annual budget request to the Secretary of Economic Opportunity; providing for the future expiration and reversion of specified statutory text; amending s. 420.5087, F.S.; revising prioritization of funds for the State Apartment Incentive Loan Program; creating s. 420.50871, F.S.; specifying requirements for, and authorized actions by, the corporation in allocating certain increased revenues during specified fiscal years to finance certain housing projects; providing construction; providing for future repeal; providing a directive to the Division of Law Revision; creating s. 420.50872, F.S.; defining terms; creating the Live Local Program; specifying responsibilities of the corporation; specifying the annual tax credit cap; specifying requirements for applying for tax credits with the department; providing requirements for the carryforward of credits; specifying restrictions on, and requirements for, the conveyance, transfer, or assignment of credits; providing requirements and procedures for the rescindment of credits; specifying procedures for calculating underpayments and penalties; providing construction; authorizing the department and the corporation to develop a cooperative agreement; authorizing the department to adopt rules; requiring the department to annually notify certain taxpayers of certain information; creating s. 420.5096, F.S.; providing legislative findings; creating the Florida Hometown Hero Program for a specified purpose; authorizing the corporation to underwrite and make certain mortgage loans; specifying terms for such loans and requirements for borrowers; authorizing loans made under the program to be used for the purchase of certain manufactured homes; providing construction; amending s. 420.531, F.S.; authorizing the Florida Housing Corporation to contract with certain entities to provide technical assistance to local governments in establishing selection criteria for proposals to use certain property for affordable housing purposes; amending s. 420.6075, F.S.; making technical changes; amending s. 553.792, F.S.; requiring local governments to maintain on their websites a policy relating to the expedited processing of certain building permits and development orders; amending s. 624.509, F.S.; specifying the order of application of Live Local Program tax credits against the insurance premium tax; amending s. 624.5105, F.S.; conforming a provision to changes made by the act; creating s. 624.51058, F.S.; providing a credit against the insurance premium tax under the Live Local

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Program; providing a requirement for making eligible contributions; providing construction; providing applicability; exempting a certain initiative from certain evacuation time constraints; specifying that certain comprehensive plan amendments are valid; authorizing certain local governments to adopt local ordinances or regulations for certain purposes; authorizing the department to adopt emergency rules; providing for future expiration of such rulemaking authority; providing appropriations; providing a declaration of important state interest; providing effective dates.

Be It Enacted by the Legislature of the State of Florida:

Section 1. This act may be cited as the "Live Local Act."

Section 2. Section 125.0103, Florida Statutes, is amended to read:

125.0103 Ordinances and rules imposing price controls~~; findings required; procedures.—~~

(1)(a) Except as hereinafter provided, a ~~no~~ county, municipality, or other entity of local government may not ~~shall~~ adopt or maintain in effect an ordinance or a rule that ~~which~~ has the effect of imposing price controls upon a lawful business activity that ~~which~~ is not franchised by, owned by, or under contract with, the governmental agency, unless specifically provided by general law.

(b) This section does not prevent the enactment by local governments of public service rates otherwise authorized by law, including water, sewer, solid waste, public transportation, taxicab, or port rates, rates for towing of vehicles or vessels from or immobilization of vehicles or vessels on private property, or rates for removal and storage of wrecked or disabled vehicles or vessels from an accident scene or the removal and storage of vehicles or vessels in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle or vessel.

(c) Counties must establish maximum rates which may be charged on the towing of vehicles or vessels from or immobilization of vehicles or vessels on private property, removal and storage of wrecked or disabled vehicles or vessels from an accident scene or for the removal and storage of vehicles or vessels, in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle or vessel. However, if a municipality chooses to enact an ordinance establishing the maximum rates for the towing or immobilization of vehicles or vessels as described in paragraph (b), the county's ordinance does ~~shall~~ not apply within such municipality.

~~(2) No law, ordinance, rule, or other measure which would have the effect of imposing controls on rents shall be adopted or maintained in effect except as provided herein and unless it is found and determined, as hereinafter provided, that such controls are necessary and proper to eliminate an existing housing emergency which is so grave as to constitute a serious menace to the general public.~~

~~(3) Any law, ordinance, rule, or other measure which has the effect of imposing controls on rents shall terminate and expire within 1 year and shall not be extended or renewed except by the adoption of a new measure meeting all the requirements of this section.~~

~~(4) Notwithstanding any other provisions of this section, no controls shall be imposed on rents for any accommodation used or offered for residential purposes as a seasonal or tourist unit, as a second housing unit, or on rents for dwelling units located in luxury apartment buildings. For the purposes of this section, a luxury apartment building is one wherein on January 1, 1977, the aggregate rent due on a monthly basis from all dwelling units as stated in leases or rent lists existing on that date divided by the number of dwelling units exceeds $250.~~

~~(5)~~ A ~~No~~ municipality, county, or other entity of local government may not ~~shall~~ adopt or maintain in effect any law, ordinance, rule, or other measure that ~~which~~ would have the effect of imposing controls on rents ~~unless:~~

~~(a) Such measure is duly adopted by the governing body of such entity of local government, after notice and public hearing, in accordance with all applicable provisions of the Florida and United States Constitutions, the charter or charters governing such entity of local government, this section, and any other applicable laws.~~

~~(b) Such governing body makes and recites in such measure its findings establishing the existence in fact of a housing emergency so grave as to constitute a serious menace to the general public and that such controls are necessary and proper to eliminate such grave housing emergency.~~

~~(c) Such measure is approved by the voters in such municipality, county, or other entity of local government.~~

~~(6) In any court action brought to challenge the validity of rent control imposed pursuant to the provisions of this section, the evidentiary effect of any findings or recitations required by subsection (5) shall be limited to imposing upon any party challenging the validity of such measure the burden of going forward with the evidence, and the burden of proof (that is, the risk of nonpersuasion) shall rest upon any party seeking to have the measure upheld.~~

(3)~~(7)~~ Notwithstanding any other provisions of this section, municipalities, counties, or other entities of local government may adopt and maintain

in effect any law, ordinance, rule, or other measure which is adopted for the purposes of increasing the supply of affordable housing using land use mechanisms such as inclusionary housing ordinances.

Section 3. Subsections (5) and (6) of section 125.01055, Florida Statutes, are amended, and subsection (7) is added to that section, to read:

125.01055 Affordable housing.—

(5) Subsection (4) ~~(2)~~ does not apply in an area of critical state concern, as designated in s. 380.0552.

(6) Notwithstanding any other law or local ordinance or regulation to the contrary, the board of county commissioners may approve the development of housing that is affordable, as defined in s. 420.0004, including, but not limited to, a mixed-use residential development, on any parcel zoned for ~~residential,~~ commercial~~,~~ or industrial use~~. If a parcel is zoned for commercial or industrial use, an approval pursuant to this subsection may include any residential development project, including a mixed-use residential development project~~, so long as at least 10 percent of the units included in the project are for housing that is affordable ~~and the developer of the project agrees not to apply for or receive funding under s. 420.5087~~. The provisions of this subsection are self-executing and do not require the board of county commissioners to adopt an ordinance or a regulation before using the approval process in this subsection.

(7)(a) A county must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40 percent of the residential units in a proposed multifamily rental development are, for a period of at least 30 years, affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a county may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes.

(b) A county may not restrict the density of a proposed development authorized under this subsection below the highest allowed density on any unincorporated land in the county where residential development is allowed.

(c) A county may not restrict the height of a proposed development authorized under this subsection below the highest currently allowed height for a commercial or residential development located in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher.

(d) A proposed development authorized under this subsection must be administratively approved and no further action by the board of county commissioners is required if the development satisfies the county's land

development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of provisions establishing allowable densities, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements.

(e) A county must consider reducing parking requirements for a proposed development authorized under this subsection if the development is located within one-half mile of a major transit stop, as defined in the county's land development code, and the major transit stop is accessible from the development.

(f) For proposed multifamily developments in an unincorporated area zoned for commercial or industrial use which is within the boundaries of a multicounty independent special district that was created to provide municipal services and is not authorized to levy ad valorem taxes, and less than 20 percent of the land area within such district is designated for commercial or industrial use, a county must authorize, as provided in this subsection, such development only if the development is mixed-use residential.

(g) Except as otherwise provided in this subsection, a development authorized under this subsection must comply with all applicable state and local laws and regulations.

(h) This subsection does not apply to property defined as recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial.

(i) This subsection expires October 1, 2033.

Section 4. Section 125.379, Florida Statutes, is amended to read:

125.379 Disposition of county property for affordable housing.—

(1) By October 1, 2023 ~~July 1, 2007~~, and every 3 years thereafter, each county shall prepare an inventory list of all real property within its jurisdiction to which the county or any dependent special district within its boundaries holds fee simple title which ~~that~~ is appropriate for use as affordable housing. The inventory list must include the address and legal description of each such real property and specify whether the property is vacant or improved. The governing body of the county must review the inventory list at a public hearing and may revise it at the conclusion of the public hearing. The governing body of the county shall adopt a resolution that includes an inventory list of such property following the public hearing. Each county shall make the inventory list publicly available on its website to encourage potential development.

(2) The properties identified as appropriate for use as affordable housing on the inventory list adopted by the county may be used for affordable housing through a long-term land lease requiring the development and

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maintenance of affordable housing, offered for sale and the proceeds used to purchase land for the development of affordable housing or to increase the local government fund earmarked for affordable housing, ~~or may be~~ sold with a restriction that requires the development of the property as permanent affordable housing, or ~~may be~~ donated to a nonprofit housing organization for the construction of permanent affordable housing. Alternatively, the county or special district may otherwise make the property available for use for the production and preservation of permanent affordable housing. For purposes of this section, the term "affordable" has the same meaning as in s. 420.0004(3).

(3) Counties are encouraged to adopt best practices for surplus land programs, including, but not limited to:

(a) Establishing eligibility criteria for the receipt or purchase of surplus land by developers;

(b) Making the process for requesting surplus lands publicly available; and

(c) Ensuring long-term affordability through ground leases by retaining the right of first refusal to purchase property that would be sold or offered at market rate and by requiring reversion of property not used for affordable housing within a certain timeframe.

Section 5. Subsections (5) and (6) of section 166.04151, Florida Statutes, are amended, and subsection (7) is added to that section, to read:

166.04151 Affordable housing.—

(5) Subsection (4) ~~(2)~~ does not apply in an area of critical state concern, as designated by s. 380.0552 or chapter 28-36, Florida Administrative Code.

(6) Notwithstanding any other law or local ordinance or regulation to the contrary, the governing body of a municipality may approve the development of housing that is affordable, as defined in s. 420.0004, including, but not limited to, a mixed-use residential development, on any parcel zoned for ~~residential,~~ commercial~~,~~ or industrial use~~. If a parcel is zoned for commercial or industrial use, an approval pursuant to this subsection may include any residential development project, including a mixed-use residential development project~~, so long as at least 10 percent of the units included in the project are for housing that is affordable ~~and the developer of the project agrees not to apply for or receive funding under s. 420.5087~~. The provisions of this subsection are self-executing and do not require the governing body to adopt an ordinance or a regulation before using the approval process in this subsection.

(7)(a) A municipality must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40 percent of the residential units in a proposed multifamily rental development are, for a period of at least 30 years,

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affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a municipality may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes.

(b) A municipality may not restrict the density of a proposed development authorized under this subsection below the highest allowed density on any land in the municipality where residential development is allowed.

(c) A municipality may not restrict the height of a proposed development authorized under this subsection below the highest currently allowed height for a commercial or residential development located in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher.

(d) A proposed development authorized under this subsection must be administratively approved and no further action by the governing body of the municipality is required if the development satisfies the municipality's land development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of provisions establishing allowable densities, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements.

(e) A municipality must consider reducing parking requirements for a proposed development authorized under this subsection if the development is located within one-half mile of a major transit stop, as defined in the municipality's land development code, and the major transit stop is accessible from the development.

(f) A municipality that designates less than 20 percent of the land area within its jurisdiction for commercial or industrial use must authorize a proposed multifamily development as provided in this subsection in areas zoned for commercial or industrial use only if the proposed multifamily development is mixed-use residential.

(g) Except as otherwise provided in this subsection, a development authorized under this subsection must comply with all applicable state and local laws and regulations.

(h) This subsection does not apply to property defined as recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial.

(i) This subsection expires October 1, 2033.

Section 6. Section 166.043, Florida Statutes, is amended to read:

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

166.043 Ordinances and rules imposing price controls~~; findings required; procedures~~.—

(1)(a) Except as hereinafter provided, a ~~no~~ county, municipality, or other entity of local government may not ~~shall~~ adopt or maintain in effect an ordinance or a rule that ~~which~~ has the effect of imposing price controls upon a lawful business activity that ~~which~~ is not franchised by, owned by, or under contract with, the governmental agency, unless specifically provided by general law.

(b) This section does not prevent the enactment by local governments of public service rates otherwise authorized by law, including water, sewer, solid waste, public transportation, taxicab, or port rates, rates for towing of vehicles or vessels from or immobilization of vehicles or vessels on private property, or rates for removal and storage of wrecked or disabled vehicles or vessels from an accident scene or the removal and storage of vehicles or vessels in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle or vessel.

(c) Counties must establish maximum rates which may be charged on the towing of vehicles or vessels from or immobilization of vehicles or vessels on private property, removal and storage of wrecked or disabled vehicles or vessels from an accident scene or for the removal and storage of vehicles or vessels, in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle or vessel. However, if a municipality chooses to enact an ordinance establishing the maximum rates for the towing or immobilization of vehicles or vessels as described in paragraph (b), the county's ordinance established under s. 125.0103 does ~~shall~~ not apply within such municipality.

(2) ~~No law, ordinance, rule, or other measure which would have the effect of imposing controls on rents shall be adopted or maintained in effect except as provided herein and unless it is found and determined, as hereinafter provided, that such controls are necessary and proper to eliminate an existing housing emergency which is so grave as to constitute a serious menace to the general public.~~

~~(3) Any law, ordinance, rule, or other measure which has the effect of imposing controls on rents shall terminate and expire within 1 year and shall not be extended or renewed except by the adoption of a new measure meeting all the requirements of this section.~~

~~(4) Notwithstanding any other provisions of this section, no controls shall be imposed on rents for any accommodation used or offered for residential purposes as a seasonal or tourist unit, as a second housing unit, or on rents for dwelling units located in luxury apartment buildings. For the purposes of this section, a luxury apartment building is one wherein on~~

~~January 1, 1977, the aggregate rent due on a monthly basis from all dwelling units as stated in leases or rent lists existing on that date divided by the number of dwelling units exceeds $250.~~

~~(5)~~ A ~~No~~ municipality, county, or other entity of local government may not ~~shall~~ adopt or maintain in effect any law, ordinance, rule, or other measure that ~~which~~ would have the effect of imposing controls on rents ~~unless:~~

~~(a) Such measure is duly adopted by the governing body of such entity of local government, after notice and public hearing, in accordance with all applicable provisions of the Florida and United States Constitutions, the charter or charters governing such entity of local government, this section, and any other applicable laws.~~

~~(b) Such governing body makes and recites in such measure its findings establishing the existence in fact of a housing emergency so grave as to constitute a serious menace to the general public and that such controls are necessary and proper to eliminate such grave housing emergency.~~

~~(c) Such measure is approved by the voters in such municipality, county, or other entity of local government.~~

~~(6) In any court action brought to challenge the validity of rent control imposed pursuant to the provisions of this section, the evidentiary effect of any findings or recitations required by subsection (5) shall be limited to imposing upon any party challenging the validity of such measure the burden of going forward with the evidence, and the burden of proof (that is, the risk of nonpersuasion) shall rest upon any party seeking to have the measure upheld.~~

(3)~~(7)~~ Notwithstanding any other provisions of this section, municipalities, counties, or other entity of local government may adopt and maintain in effect any law, ordinance, rule, or other measure which is adopted for the purposes of increasing the supply of affordable housing using land use mechanisms such as inclusionary housing ordinances.

Section 7. Section 166.0451, Florida Statutes, is amended to read:

166.0451 Disposition of municipal property for affordable housing.—

(1) By October 1, 2023 ~~July 1, 2007~~, and every 3 years thereafter, each municipality shall prepare an inventory list of all real property within its jurisdiction to which the municipality or any dependent special district within its boundaries holds fee simple title which ~~that~~ is appropriate for use as affordable housing. The inventory list must include the address and legal description of each such property and specify whether the property is vacant or improved. The governing body of the municipality must review the inventory list at a public hearing and may revise it at the conclusion of the public hearing. Following the public hearing, the governing body of the municipality shall adopt a resolution that includes an inventory list of such

property. Each municipality shall make the inventory list publicly available on its website to encourage potential development.

(2) The properties identified as appropriate for use as affordable housing on the inventory list adopted by the municipality may be used for affordable housing through a long-term land lease requiring the development and maintenance of affordable housing, offered for sale and the proceeds ~~may be~~ used to purchase land for the development of affordable housing or to increase the local government fund earmarked for affordable housing, ~~or may be~~ sold with a restriction that requires the development of the property as permanent affordable housing, or ~~may be~~ donated to a nonprofit housing organization for the construction of permanent affordable housing. Alternatively, the municipality or special district may otherwise make the property available for use for the production and preservation of permanent affordable housing. For purposes of this section, the term "affordable" has the same meaning as in s. 420.0004(3).

(3) Municipalities are encouraged to adopt best practices for surplus land programs, including, but not limited to:

(a) Establishing eligibility criteria for the receipt or purchase of surplus land by developers;

(b) Making the process for requesting surplus lands publicly available; and

(c) Ensuring long-term affordability through ground leases by retaining the right of first refusal to purchase property that would be sold or offered at market rate and by requiring reversion of property not used for affordable housing within a certain timeframe.

Section 8. Effective January 1, 2024, subsection (1) of section 196.1978, Florida Statutes, is amended, and subsection (3) is added to that section, to read:

196.1978 Affordable housing property exemption.—

(1)(a) Property used to provide affordable housing to eligible persons as defined by s. 159.603 and natural persons or families meeting the extremely-low-income, very-low-income, low-income, or moderate-income limits specified in s. 420.0004, which is owned entirely by a nonprofit entity that is a corporation not for profit, qualified as charitable under s. 501(c)(3) of the Internal Revenue Code and in compliance with Rev. Proc. 96-32, 1996-1 C.B. 717, is considered property owned by an exempt entity and used for a charitable purpose, and those portions of the affordable housing property that provide housing to natural persons or families classified as extremely low income, very low income, low income, or moderate income under s. 420.0004 are exempt from ad valorem taxation to the extent authorized under s. 196.196. All property identified in this subsection must comply with the criteria provided under s. 196.195 for determining exempt status and

applied by property appraisers on an annual basis. The Legislature intends that any property owned by a limited liability company which is disregarded as an entity for federal income tax purposes pursuant to Treasury Regulation 301.7701-3(b)(1)(ii) be treated as owned by its sole member. If the sole member of the limited liability company that owns the property is also a limited liability company that is disregarded as an entity for federal income tax purposes pursuant to Treasury Regulation 301.7701-3(b)(1)(ii), the Legislature intends that the property be treated as owned by the sole member of the limited liability company that owns the limited liability company that owns the property. Units that are vacant and units that are occupied by natural persons or families whose income no longer meets the income limits of this subsection, but whose income met those income limits at the time they became tenants, shall be treated as portions of the affordable housing property exempt under this subsection if a recorded land use restriction agreement in favor of the Florida Housing Finance Corporation or any other governmental or quasi-governmental jurisdiction requires that all residential units within the property be used in a manner that qualifies for the exemption under this subsection and if the units are being offered for rent.

(b) Land that is owned entirely by a nonprofit entity that is a corporation not for profit, qualified as charitable under s. 501(c)(3) of the Internal Revenue Code and in compliance with Rev. Proc. 96-32, 1996-1 C.B. 717, and is leased for a minimum of 99 years for the purpose of, and is predominantly used for, providing housing to natural persons or families meeting the extremely-low-income, very-low-income, low-income, or moderate-income limits specified in s. 420.0004 is exempt from ad valorem taxation. For purposes of this paragraph, land is predominantly used for qualifying purposes if the square footage of the improvements on the land used to provide qualifying housing is greater than 50 percent of the square footage of all improvements on the land. This paragraph first applies to the 2024 tax roll and is repealed December 31, 2059.

(3)(a) As used in this subsection, the term:

1. "Corporation" means the Florida Housing Finance Corporation.

2. "Newly constructed" means an improvement to real property which was substantially completed within 5 years before the date of an applicant's first submission of a request for certification or an application for an exemption pursuant to this section, whichever is earlier.

3. "Substantially completed" has the same meaning as in s. 192.042(1).

(b) Notwithstanding ss. 196.195 and 196.196, portions of property in a multifamily project are considered property used for a charitable purpose and are eligible to receive an ad valorem property tax exemption if such portions:

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

1. Provide affordable housing to natural persons or families meeting the income limitations provided in paragraph (d);

2. Are within a newly constructed multifamily project that contains more than 70 units dedicated to housing natural persons or families meeting the income limitations provided in paragraph (d); and

3. Are rented for an amount that does not exceed the amount as specified by the most recent multifamily rental programs income and rent limit chart posted by the corporation and derived from the Multifamily Tax Subsidy Projects Income Limits published by the United States Department of Housing and Urban Development or 90 percent of the fair market value rent as determined by a rental market study meeting the requirements of paragraph (m), whichever is less.

(c) If a unit that in the previous year qualified for the exemption under this subsection and was occupied by a tenant is vacant on January 1, the vacant unit is eligible for the exemption if the use of the unit is restricted to providing affordable housing that would otherwise meet the requirements of this subsection and a reasonable effort is made to lease the unit to eligible persons or families.

(d)1. Qualified property used to house natural persons or families whose annual household income is greater than 80 percent but not more than 120 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides, must receive an ad valorem property tax exemption of 75 percent of the assessed value.

2. Qualified property used to house natural persons or families whose annual household income does not exceed 80 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides, is exempt from ad valorem property taxes.

(e) To receive an exemption under this subsection, a property owner must submit an application on a form prescribed by the department by March 1 for the exemption, accompanied by a certification notice from the corporation to the property appraiser.

(f) To receive a certification notice, a property owner must submit a request to the corporation for certification on a form provided by the corporation which includes all of the following:

1. The most recently completed rental market study meeting the requirements of paragraph (m).

2. A list of the units for which the property owner seeks an exemption.

3. The rent amount received by the property owner for each unit for which the property owner seeks an exemption. If a unit is vacant and qualifies for an exemption under paragraph (c), the property owner must provide evidence of the published rent amount for each vacant unit.

4. A sworn statement, under penalty of perjury, from the applicant restricting the property for a period of not less than 3 years to housing persons or families who meet the income limitations under this subsection.

(g) The corporation shall review the request for certification and certify property that meets the eligibility criteria of this subsection. A determination by the corporation regarding a request for certification does not constitute final agency action pursuant to chapter 120.

1. If the corporation determines that the property meets the eligibility criteria for an exemption under this subsection, the corporation must send a certification notice to the property owner and the property appraiser.

2. If the corporation determines that the property does not meet the eligibility criteria, the corporation must notify the property owner and include the reasons for such determination.

(h) The corporation shall post on its website the deadline to submit a request for certification. The deadline must allow adequate time for a property owner to submit a timely application for exemption to the property appraiser.

(i) The property appraiser shall review the application and determine if the applicant is entitled to an exemption. A property appraiser may grant an exemption only for a property for which the corporation has issued a certification notice.

(j) If the property appraiser determines that for any year during the immediately previous 10 years a person who was not entitled to an exemption under this subsection was granted such an exemption, the property appraiser must serve upon the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and that property must be identified in the notice of tax lien. Any property owned by the taxpayer and situated in this state is subject to the taxes exempted by the improper exemption, plus a penalty of 50 percent of the unpaid taxes for each year and interest at a rate of 15 percent per annum. If an exemption is improperly granted as a result of a clerical mistake or an omission by the property appraiser, the property owner improperly receiving the exemption may not be assessed a penalty or interest.

(k) Units subject to an agreement with the corporation pursuant to chapter 420 recorded in the official records of the county in which the property is located to provide housing to natural persons or families meeting

the extremely-low-income, very-low-income, or low-income limits specified in s. 420.0004 are not eligible for this exemption.

(l) Property receiving an exemption pursuant to s. 196.1979 is not eligible for this exemption.

(m) A rental market study submitted as required by paragraph (f) must identify the fair market value rent of each unit for which a property owner seeks an exemption. Only a certified general appraiser as defined in s. 475.611 may issue a rental market study. The certified general appraiser must be independent of the property owner who requests the rental market study. In preparing the rental market study, a certified general appraiser shall comply with the standards of professional practice pursuant to part II of chapter 475 and use comparable property within the same geographic area and of the same type as the property for which the exemption is sought. A rental market study must have been completed within 3 years before submission of the application.

(n) The corporation may adopt rules to implement this section.

(o) This subsection first applies to the 2024 tax roll and is repealed December 31, 2059.

Section 9. Section 196.1979, Florida Statutes, is created to read:

196.1979 County and municipal affordable housing property exemption.

(1)(a) Notwithstanding ss. 196.195 and 196.196, the board of county commissioners of a county or the governing body of a municipality may adopt an ordinance to exempt those portions of property used to provide affordable housing meeting the requirements of this section. Such property is considered property used for a charitable purpose. To be eligible for the exemption, the portions of property:

1. Must be used to house natural persons or families whose annual household income:

a. Is greater than 30 percent but not more than 60 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides; or

b. Does not exceed 30 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides;

2. Must be within a multifamily project containing 50 or more residential units, at least 20 percent of which are used to provide affordable housing that meets the requirements of this section;

3. Must be rented for an amount no greater than the amount as specified by the most recent multifamily rental programs income and rent limit chart posted by the corporation and derived from the Multifamily Tax Subsidy Projects Income Limits published by the United States Department of Housing and Urban Development or 90 percent of the fair market value rent as determined by a rental market study meeting the requirements of subsection (4), whichever is less;

4. May not have been cited for code violations on three or more occasions in the 24 months before the submission of a tax exemption application;

5. May not have any cited code violations that have not been properly remedied by the property owner before the submission of a tax exemption application; and

6. May not have any unpaid fines or charges relating to the cited code violations. Payment of unpaid fines or charges before a final determination on a property's qualification for an exemption under this section will not exclude such property from eligibility if the property otherwise complies with all other requirements for the exemption.

(b) Qualified property may receive an ad valorem property tax exemption of:

1. Up to 75 percent of the assessed value of each residential unit used to provide affordable housing if fewer than 100 percent of the multifamily project's residential units are used to provide affordable housing meeting the requirements of this section.

2. Up to 100 percent of the assessed value if 100 percent of the multifamily project's residential units are used to provide affordable housing meeting the requirements of this section.

(c) The board of county commissioners of the county or the governing body of the municipality, as applicable, may choose to adopt an ordinance that exempts property used to provide affordable housing for natural persons or families meeting the income limits of sub-subparagraph (a)1.a., natural persons or families meeting the income limits of sub-subparagraph (a)1.b., or both.

(2) If a residential unit that in the previous year qualified for the exemption under this section and was occupied by a tenant is vacant on January 1, the vacant unit may qualify for the exemption under this section if the use of the unit is restricted to providing affordable housing that would otherwise meet the requirements of this section and a reasonable effort is made to lease the unit to eligible persons or families.

(3) An ordinance granting the exemption authorized by this section must:

(a) Be adopted under the procedures for adoption of a nonemergency ordinance by a board of county commissioners specified in chapter 125 or by a municipal governing body specified in chapter 166.

(b) Designate the local entity under the supervision of the board of county commissioners or governing body of a municipality which must develop, receive, and review applications for certification and develop notices of determination of eligibility.

(c) Require the property owner to apply for certification by the local entity in order to receive the exemption. The application for certification must be on a form provided by the local entity designated pursuant to paragraph (b) and include all of the following:

1. The most recently completed rental market study meeting the requirements of subsection (4).

2. A list of the units for which the property owner seeks an exemption.

3. The rent amount received by the property owner for each unit for which the property owner seeks an exemption. If a unit is vacant and qualifies for an exemption under subsection (2), the property owner must provide evidence of the published rent amount for the vacant unit.

(d) Require the local entity to verify and certify property that meets the requirements of the ordinance as qualified property and forward the certification to the property owner and the property appraiser. If the local entity denies the exemption, it must notify the applicant and include reasons for the denial.

(e) Require the eligible unit to meet the eligibility criteria of paragraph (1)(a).

(f) Require the property owner to submit an application for exemption, on a form prescribed by the department, accompanied by the certification of qualified property, to the property appraiser no later than March 1.

(g) Specify that the exemption applies only to the taxes levied by the unit of government granting the exemption.

(h) Specify that the property may not receive an exemption authorized by this section after expiration or repeal of the ordinance.

(i) Identify the percentage of the assessed value which is exempted, subject to the percentage limitations in paragraph (1)(b).

(j) Identify whether the exemption applies to natural persons or families meeting the income limits of sub-subparagraph (1)(a)1.a., natural persons or families meeting the income limits of sub-subparagraph (1)(a)1.b., or both.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

(k) Require that the deadline to submit an application for certification be published on the county's or municipality's website. The deadline must allow adequate time for a property owner to make a timely application for exemption to the property appraiser.

(l) Require the county or municipality to post on its website a list of certified properties for the purpose of facilitating access to affordable housing.

(4) A rental market study submitted as required by paragraph (3)(c) must identify the fair market value rent of each unit for which a property owner seeks an exemption. Only a certified general appraiser, as defined in s. 475.611, may issue a rental market study. The certified general appraiser must be independent of the property owner who requests a rental market study. In preparing the rental market study, a certified general appraiser shall comply with the standards of professional practice pursuant to part II of chapter 475 and use comparable property within the same geographic area and of the same type as the property for which the exemption is sought. A rental market study must have been completed within 3 years before submission of the application.

(5) An ordinance adopted under this section must expire before the fourth January 1 after adoption; however, the board of county commissioners or the governing body of the municipality may adopt a new ordinance to renew the exemption. The board of county commissioners or the governing body of the municipality shall deliver a copy of an ordinance adopted under this section to the department and the property appraiser within 10 days after its adoption. If the ordinance expires or is repealed, the board of county commissioners or the governing body of the municipality must notify the department and the property appraiser within 10 days after its expiration or repeal.

(6) If the property appraiser determines that for any year during the immediately previous 10 years a person who was not entitled to an exemption under this section was granted such an exemption, the property appraiser must serve upon the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and that property must be identified in the notice of tax lien. Any property owned by the taxpayer and situated in this state is subject to the taxes exempted by the improper exemption, plus a penalty of 50 percent of the unpaid taxes for each year and interest at a rate of 15 percent per annum. If an exemption is improperly granted as a result of a clerical mistake or an omission by the property appraiser, the property owner improperly receiving the exemption may not be assessed a penalty or interest.

(7) This section first applies to the 2024 tax roll.

Section 10. Section 201.15, Florida Statutes, is amended to read:

201.15 Distribution of taxes collected.—All taxes collected under this chapter are hereby pledged and shall be first made available to make payments when due on bonds issued pursuant to s. 215.618 or s. 215.619, or any other bonds authorized to be issued on a parity basis with such bonds. Such pledge and availability for the payment of these bonds shall have priority over any requirement for the ~~payment of service charges or~~ costs of collection and enforcement under this section. ~~All taxes collected under this chapter, except taxes distributed to the Land Acquisition Trust Fund pursuant to subsections (1) and (2), are subject to the service charge imposed in s. 215.20(1).~~ Before distribution pursuant to this section, the Department of Revenue shall deduct amounts necessary to pay the costs of the collection and enforcement of the tax levied by this chapter. The costs ~~and service charge~~ may not be levied against any portion of taxes pledged to debt service on bonds to the extent that the costs ~~and service charge~~ are required to pay any amounts relating to the bonds. All of the costs of the collection and enforcement of the tax levied by this chapter ~~and the service charge~~ shall be available and transferred to the extent necessary to pay debt service and any other amounts payable with respect to bonds authorized before January 1, 2017, secured by revenues distributed pursuant to this section. All taxes remaining after deduction of costs shall be distributed as follows:

(1) Amounts necessary to make payments on bonds issued pursuant to s. 215.618 or s. 215.619, as provided under paragraphs (3)(a) and (b), or on any other bonds authorized to be issued on a parity basis with such bonds shall be deposited into the Land Acquisition Trust Fund.

(2) If the amounts deposited pursuant to subsection (1) are less than 33 percent of all taxes collected after first deducting the costs of collection, an amount equal to 33 percent of all taxes collected after first deducting the costs of collection, minus the amounts deposited pursuant to subsection (1), shall be deposited into the Land Acquisition Trust Fund.

(3) Amounts on deposit in the Land Acquisition Trust Fund shall be used in the following order:

(a) Payment of debt service or funding of debt service reserve funds, rebate obligations, or other amounts payable with respect to Florida Forever bonds issued pursuant to s. 215.618. The amount used for such purposes may not exceed $300 million in each fiscal year. It is the intent of the Legislature that all bonds issued to fund the Florida Forever Act be retired by December 31, 2040. Except for bonds issued to refund previously issued bonds, no series of bonds may be issued pursuant to this paragraph unless such bonds are approved and the debt service for the remainder of the fiscal year in which the bonds are issued is specifically appropriated in the General Appropriations Act or other law with respect to bonds issued for the purposes of s. 373.4598.

(b) Payment of debt service or funding of debt service reserve funds, rebate obligations, or other amounts due with respect to Everglades

restoration bonds issued pursuant to s. 215.619. Taxes distributed under paragraph (a) and this paragraph must be collectively distributed on a pro rata basis when the available moneys under this subsection are not sufficient to cover the amounts required under paragraph (a) and this paragraph.

Bonds issued pursuant to s. 215.618 or s. 215.619 are equally and ratably secured by moneys distributable to the Land Acquisition Trust Fund.

(4) After the required distributions to the Land Acquisition Trust Fund pursuant to subsections (1) and (2), the lesser of 8 percent of the remainder or $150 million in each fiscal year shall be paid into the State Treasury to the credit of the State Housing Trust Fund and shall be expended pursuant to s. 420.50871. If 8 percent of the remainder is greater than $150 million in any fiscal year, the difference between 8 percent of the remainder and $150 million shall be paid into the State Treasury to the credit of the General Revenue Fund. ~~and deduction of the service charge imposed pursuant to s. 215.20(1),~~ The remainder shall be distributed as follows:

(a) The lesser of 20.5453 percent of the remainder or $466.75 million in each fiscal year shall be paid into the State Treasury to the credit of the State Transportation Trust Fund. Notwithstanding any other law, the amount credited to the State Transportation Trust Fund shall be used for:

1. Capital funding for the New Starts Transit Program, authorized by Title 49, U.S.C. s. 5309 and specified in s. 341.051, in the amount of 10 percent of the funds;

2. The Small County Outreach Program specified in s. 339.2818, in the amount of 10 percent of the funds;

3. The Strategic Intermodal System specified in ss. 339.61, 339.62, 339.63, and 339.64, in the amount of 75 percent of the funds after deduction of the payments required pursuant to subparagraphs 1. and 2.; and

4. The Transportation Regional Incentive Program specified in s. 339.2819, in the amount of 25 percent of the funds after deduction of the payments required pursuant to subparagraphs 1. and 2. The first $60 million of the funds allocated pursuant to this subparagraph shall be allocated annually to the Florida Rail Enterprise for the purposes established in s. 341.303(5).

(b) The lesser of 0.1456 percent of the remainder or $3.25 million in each fiscal year shall be paid into the State Treasury to the credit of the Grants and Donations Trust Fund in the Department of Economic Opportunity to fund technical assistance to local governments.

Moneys distributed pursuant to paragraphs (a) and (b) may not be pledged for debt service unless such pledge is approved by referendum of the voters.

(c) An amount equaling 4.5 percent of the remainder in each fiscal year shall be paid into the State Treasury to the credit of the State Housing Trust Fund. The funds shall be used as follows:

1. Half of that amount shall be used for the purposes for which the State Housing Trust Fund was created and exists by law.

2. Half of that amount shall be paid into the State Treasury to the credit of the Local Government Housing Trust Fund and used for the purposes for which the Local Government Housing Trust Fund was created and exists by law.

(d) An amount equaling 5.20254 percent of the remainder in each fiscal year shall be paid into the State Treasury to the credit of the State Housing Trust Fund. Of such funds:

1. Twelve and one-half percent of that amount shall be deposited into the State Housing Trust Fund and expended by the Department of Economic Opportunity and the Florida Housing Finance Corporation for the purposes for which the State Housing Trust Fund was created and exists by law.

2. Eighty-seven and one-half percent of that amount shall be distributed to the Local Government Housing Trust Fund and used for the purposes for which the Local Government Housing Trust Fund was created and exists by law. Funds from this category may also be used to provide for state and local services to assist the homeless.

(e) The lesser of 0.017 percent of the remainder or $300,000 in each fiscal year shall be paid into the State Treasury to the credit of the General Inspection Trust Fund to be used to fund oyster management and restoration programs as provided in s. 379.362(3).

(f) A total of $75 million shall be paid into the State Treasury to the credit of the State Economic Enhancement and Development Trust Fund within the Department of Economic Opportunity.

(g) An amount equaling 5.4175 percent of the remainder shall be paid into the Resilient Florida Trust Fund to be used for the purposes for which the Resilient Florida Trust Fund was created and exists by law. Funds may be used for planning and project grants.

(h) An amount equaling 5.4175 percent of the remainder shall be paid into the Water Protection and Sustainability Program Trust Fund to be used to fund wastewater grants as specified in s. 403.0673.

(5) Notwithstanding s. 215.32(2)(b)4.a., funds distributed to the State Housing Trust Fund and expended pursuant to s. 420.50871 and funds distributed to the State Housing Trust Fund and the Local Government Housing Trust Fund pursuant to paragraphs (4)(c) and (d) ~~paragraph (4)(c)~~ may not be transferred to the General Revenue Fund in the General Appropriations Act.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

(6) After the distributions provided in the preceding subsections, any remaining taxes shall be paid into the State Treasury to the credit of the General Revenue Fund.

Section 11. The amendments made by this act to s. 201.15, Florida Statutes, expire on July 1, 2033, and the text of that section shall revert to that in existence on June 30, 2023, except that any amendments to such text enacted other than by this act must be preserved and continue to operate to the extent that such amendments are not dependent upon the portions of the text which expire pursuant to this section.

Section 12. Paragraph (p) of subsection (5) of section 212.08, Florida Statutes, is amended, and paragraph (v) is added to that subsection, to read:

212.08 Sales, rental, use, consumption, distribution, and storage tax; specified exemptions.—The sale at retail, the rental, the use, the consumption, the distribution, and the storage to be used or consumed in this state of the following are hereby specifically exempt from the tax imposed by this chapter.

(5) EXEMPTIONS; ACCOUNT OF USE.—

(p) *Community contribution tax credit for donations.*—

1. Authorization.—Persons who are registered with the department under s. 212.18 to collect or remit sales or use tax and who make donations to eligible sponsors are eligible for tax credits against their state sales and use tax liabilities as provided in this paragraph:

a. The credit shall be computed as 50 percent of the person's approved annual community contribution.

b. The credit shall be granted as a refund against state sales and use taxes reported on returns and remitted in the 12 months preceding the date of application to the department for the credit as required in sub-subparagraph 3.c. If the annual credit is not fully used through such refund because of insufficient tax payments during the applicable 12-month period, the unused amount may be included in an application for a refund made pursuant to sub-subparagraph 3.c. in subsequent years against the total tax payments made for such year. Carryover credits may be applied for a 3-year period without regard to any time limitation that would otherwise apply under s. 215.26.

c. A person may not receive more than $200,000 in annual tax credits for all approved community contributions made in any one year.

d. All proposals for the granting of the tax credit require the prior approval of the Department of Economic Opportunity.

e. The total amount of tax credits which may be granted for all programs approved under this paragraph and ss. 220.183 and 624.5105 is $25 ~~$14.5~~

million in the 2023-2024 ~~2022-2023~~ fiscal year and in each fiscal year thereafter for projects that provide housing opportunities for persons with special needs or homeownership opportunities for low-income households or very-low-income households and $4.5 million in the 2022-2023 fiscal year and in each fiscal year thereafter for all other projects. As used in this paragraph, the term "person with special needs" has the same meaning as in s. 420.0004 and the terms "low-income person," "low-income household," "very-low-income person," and "very-low-income household" have the same meanings as in s. 420.9071.

f. A person who is eligible to receive the credit provided in this paragraph, s. 220.183, or s. 624.5105 may receive the credit only under one section of the person's choice.

2. Eligibility requirements.—

a. A community contribution by a person must be in the following form:

(I) Cash or other liquid assets;

(II) Real property, including 100 percent ownership of a real property holding company;

(III) Goods or inventory; or

(IV) Other physical resources identified by the Department of Economic Opportunity.

For purposes of this sub-subparagraph, the term "real property holding company" means a Florida entity, such as a Florida limited liability company, that is wholly owned by the person; is the sole owner of real property, as defined in s. 192.001(12), located in this ~~the~~ state; is disregarded as an entity for federal income tax purposes pursuant to 26 C.F.R. s. 301.7701-3(b)(1)(ii); and at the time of contribution to an eligible sponsor, has no material assets other than the real property and any other property that qualifies as a community contribution.

b. All community contributions must be reserved exclusively for use in a project. As used in this sub-subparagraph, the term "project" means activity undertaken by an eligible sponsor which is designed to construct, improve, or substantially rehabilitate housing that is affordable to low-income households or very-low-income households; designed to provide housing opportunities for persons with special needs; designed to provide commercial, industrial, or public resources and facilities; or designed to improve entrepreneurial and job-development opportunities for low-income persons. A project may be the investment necessary to increase access to high-speed broadband capability in a rural community that had an enterprise zone designated pursuant to chapter 290 as of May 1, 2015, including projects that result in improvements to communications assets that are owned by a business. A project may include the provision of museum educational programs and materials that are directly related to a project approved

between January 1, 1996, and December 31, 1999, and located in an area which was in an enterprise zone designated pursuant to s. 290.0065 as of May 1, 2015. This paragraph does not preclude projects that propose to construct or rehabilitate housing for low-income households or very-low-income households on scattered sites or housing opportunities for persons with special needs. With respect to housing, contributions may be used to pay the following eligible special needs, low-income, and very-low-income housing-related activities:

(I) Project development impact and management fees for special needs, low-income, or very-low-income housing projects;

(II) Down payment and closing costs for persons with special needs, low-income persons, and very-low-income persons;

(III) Administrative costs, including housing counseling and marketing fees, not to exceed 10 percent of the community contribution, directly related to special needs, low-income, or very-low-income projects; and

(IV) Removal of liens recorded against residential property by municipal, county, or special district local governments if satisfaction of the lien is a necessary precedent to the transfer of the property to a low-income person or very-low-income person for the purpose of promoting home ownership. Contributions for lien removal must be received from a nonrelated third party.

c. The project must be undertaken by an "eligible sponsor," which includes:

(I) A community action program;

(II) A nonprofit community-based development organization whose mission is the provision of housing for persons with special needs, low-income households, or very-low-income households or increasing entrepreneurial and job-development opportunities for low-income persons;

(III) A neighborhood housing services corporation;

(IV) A local housing authority created under chapter 421;

(V) A community redevelopment agency created under s. 163.356;

(VI) A historic preservation district agency or organization;

(VII) A local workforce development board;

(VIII) A direct-support organization as provided in s. 1009.983;

(IX) An enterprise zone development agency created under s. 290.0056;

(X) A community-based organization incorporated under chapter 617 which is recognized as educational, charitable, or scientific pursuant to s.

501(c)(3) of the Internal Revenue Code and whose bylaws and articles of incorporation include affordable housing, economic development, or community development as the primary mission of the corporation;

(XI) Units of local government;

(XII) Units of state government; or

(XIII) Any other agency that the Department of Economic Opportunity designates by rule.

A contributing person may not have a financial interest in the eligible sponsor.

d. The project must be located in an area which was in an enterprise zone designated pursuant to chapter 290 as of May 1, 2015, or a Front Porch Florida Community, unless the project increases access to high-speed broadband capability in a rural community that had an enterprise zone designated pursuant to chapter 290 as of May 1, 2015, but is physically located outside the designated rural zone boundaries. Any project designed to construct or rehabilitate housing for low-income households or very-low-income households or housing opportunities for persons with special needs is exempt from the area requirement of this sub-subparagraph.

e.(I) If, during the first 10 business days of the state fiscal year, eligible tax credit applications for projects that provide housing opportunities for persons with special needs or homeownership opportunities for low-income households or very-low-income households are received for less than the annual tax credits available for those projects, the Department of Economic Opportunity shall grant tax credits for those applications and grant remaining tax credits on a first-come, first-served basis for subsequent eligible applications received before the end of the state fiscal year. If, during the first 10 business days of the state fiscal year, eligible tax credit applications for projects that provide housing opportunities for persons with special needs or homeownership opportunities for low-income households or very-low-income households are received for more than the annual tax credits available for those projects, the Department of Economic Opportunity shall grant the tax credits for those applications as follows:

(A) If tax credit applications submitted for approved projects of an eligible sponsor do not exceed $200,000 in total, the credits shall be granted in full if the tax credit applications are approved.

(B) If tax credit applications submitted for approved projects of an eligible sponsor exceed $200,000 in total, the amount of tax credits granted pursuant to sub-sub-sub-subparagraph (A) shall be subtracted from the amount of available tax credits, and the remaining credits shall be granted to each approved tax credit application on a pro rata basis.

(II) If, during the first 10 business days of the state fiscal year, eligible tax credit applications for projects other than those that provide housing

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opportunities for persons with special needs or homeownership opportunities for low-income households or very-low-income households are received for less than the annual tax credits available for those projects, the Department of Economic Opportunity shall grant tax credits for those applications and shall grant remaining tax credits on a first-come, first-served basis for subsequent eligible applications received before the end of the state fiscal year. If, during the first 10 business days of the state fiscal year, eligible tax credit applications for projects other than those that provide housing opportunities for persons with special needs or homeownership opportunities for low-income households or very-low-income households are received for more than the annual tax credits available for those projects, the Department of Economic Opportunity shall grant the tax credits for those applications on a pro rata basis.

3. Application requirements.—

a. An eligible sponsor seeking to participate in this program must submit a proposal to the Department of Economic Opportunity which sets forth the name of the sponsor, a description of the project, and the area in which the project is located, together with such supporting information as is prescribed by rule. The proposal must also contain a resolution from the local governmental unit in which the project is located certifying that the project is consistent with local plans and regulations.

b. A person seeking to participate in this program must submit an application for tax credit to the Department of Economic Opportunity which sets forth the name of the sponsor; a description of the project; and the type, value, and purpose of the contribution. The sponsor shall verify, in writing, the terms of the application and indicate its receipt of the contribution, and such verification must accompany the application for tax credit. The person must submit a separate tax credit application to the Department of Economic Opportunity for each individual contribution that it makes to each individual project.

c. A person who has received notification from the Department of Economic Opportunity that a tax credit has been approved must apply to the department to receive the refund. Application must be made on the form prescribed for claiming refunds of sales and use taxes and be accompanied by a copy of the notification. A person may submit only one application for refund to the department within a 12-month period.

4. Administration.—

a. The Department of Economic Opportunity may adopt rules necessary to administer this paragraph, including rules for the approval or disapproval of proposals by a person.

b. The decision of the Department of Economic Opportunity must be in writing, and, if approved, the notification shall state the maximum credit

allowable to the person. Upon approval, the Department of Economic Opportunity shall transmit a copy of the decision to the department.

c. The Department of Economic Opportunity shall periodically monitor all projects in a manner consistent with available resources to ensure that resources are used in accordance with this paragraph; however, each project must be reviewed at least once every 2 years.

d. The Department of Economic Opportunity shall, in consultation with the statewide and regional housing and financial intermediaries, market the availability of the community contribution tax credit program to community-based organizations.

(v) *Building materials used in construction of affordable housing units.*

1. As used in this paragraph, the term:

a. "Affordable housing development" means property that has units subject to an agreement with the Florida Housing Finance Corporation pursuant to chapter 420 recorded in the official records of the county in which the property is located to provide affordable housing to natural persons or families meeting the extremely-low-income, very-low-income, or low-income limits specified in s. 420.0004.

b. "Building materials" means tangible personal property that becomes a component part of eligible residential units in an affordable housing development. The term includes appliances and does not include plants, landscaping, fencing, and hardscaping.

c. "Eligible residential units" means newly constructed units within an affordable housing development which are restricted under the land use restriction agreement.

d. "Newly constructed" means improvements to real property which did not previously exist or the construction of a new improvement where an old improvement was removed. The term does not include the renovation, restoration, rehabilitation, modification, alteration, or expansion of buildings already located on the parcel on which the eligible residential unit is built.

e. "Real property" has the same meaning as provided in s. 192.001(12).

f. "Substantially completed" has the same meaning as in s. 192.042(1).

2. Building materials used in eligible residential units are exempt from the tax imposed by this chapter if an owner demonstrates to the satisfaction of the department that the requirements of this paragraph have been met. Except as provided in subparagraph 3., this exemption inures to the owner at the time an eligible residential unit is substantially completed, but only through a refund of previously paid taxes. To receive a refund pursuant to this paragraph, the owner of the eligible residential units must file an

application with the department. The application must include all of the following:

a. The name and address of the person claiming the refund.

b. An address and assessment roll parcel number of the real property that was improved for which a refund of previously paid taxes is being sought.

c. A description of the eligible residential units for which a refund of previously paid taxes is being sought, including the number of such units.

d. A copy of a valid building permit issued by the county or municipal building department for the eligible residential units.

e. A sworn statement, under penalty of perjury, from the general contractor licensed in this state with whom the owner contracted to build the eligible residential units which specifies the building materials, the actual cost of the building materials, and the amount of sales tax paid in this state on the building materials, and which states that the improvement to the real property was newly constructed. If a general contractor was not used, the owner must make the sworn statement required by this sub-subparagraph. Copies of the invoices evidencing the actual cost of the building materials and the amount of sales tax paid on such building materials must be attached to the sworn statement provided by the general contractor or by the owner. If copies of such invoices are not attached, the cost of the building materials is deemed to be an amount equal to 40 percent of the increase in the final assessed value of the eligible residential units for ad valorem tax purposes less the most recent assessed value of land for the units.

f. A certification by the local building code inspector that the eligible residential unit is substantially completed.

g. A copy of the land use restriction agreement with the Florida Housing Finance Corporation for the eligible residential units.

3. The exemption under this paragraph inures to a municipality, county, other governmental unit or agency, or nonprofit community-based organization through a refund of previously paid taxes if the building materials are paid for from the funds of a community development block grant, the State Housing Initiatives Partnership Program, or a similar grant or loan program. To receive a refund, a municipality, county, other governmental unit or agency, or nonprofit community-based organization must submit an application that includes the same information required under subparagraph 2. In addition, the applicant must include a sworn statement signed by the chief executive officer of the municipality, county, other governmental unit or agency, or nonprofit community-based organization seeking a refund which states that the building materials for which a refund is sought were

funded by a community development block grant, the State Housing Initiatives Partnership Program, or a similar grant or loan program.

4. The person seeking a refund must submit an application for refund to the department within 6 months after the eligible residential unit is deemed to be substantially completed by the local building code inspector or by November 1 after the improved property is first subject to assessment.

5. Only one exemption through a refund of previously paid taxes may be claimed for any eligible residential unit. A refund may not be granted unless the amount to be refunded exceeds $500. A refund may not exceed the lesser of $5,000 or 97.5 percent of the Florida sales or use tax paid on the cost of building materials as determined pursuant to sub-subparagraph 2.e. The department shall issue a refund within 30 days after it formally approves a refund application.

6. The department may adopt rules governing the manner and format of refund applications and may establish guidelines as to the requisites for an affirmative showing of qualification for exemption under this paragraph.

7. This exemption under this paragraph applies to sales of building materials that occur on or after July 1, 2023.

Section 13. Subsection (24) is added to section 213.053, Florida Statutes, to read:

213.053 Confidentiality and information sharing.—

(24) The department may make available to the Florida Housing Finance Corporation, exclusively for official purposes, information for the purpose of administering the Live Local Program pursuant to s. 420.50872.

Section 14. Section 215.212, Florida Statutes, is created to read:

215.212 Service charge elimination.—

(1) Notwithstanding s. 215.20(1), the service charge provided in s. 215.20(1) may not be deducted from the proceeds of the taxes distributed under s. 201.15.

(2) This section is repealed July 1, 2033.

Section 15. Paragraph (i) of subsection (1) of section 215.22, Florida Statutes, is amended to read:

215.22 Certain income and certain trust funds exempt.—

(1) The following income of a revenue nature or the following trust funds shall be exempt from the appropriation required by s. 215.20(1):

(i) Bond proceeds or revenues dedicated for bond repayment~~, except for the Documentary Stamp Clearing Trust Fund administered by the Department of Revenue~~.

Section 16. The amendment made by this act to s. 215.22, Florida Statutes, expires on July 1, 2033, and the text of that section shall revert to that in existence on June 30, 2023, except that any amendments to such text enacted other than by this act must be preserved and continue to operate to the extent that such amendments are not dependent upon the portions of the text which expire pursuant to this section.

Section 17. Subsection (8) of section 220.02, Florida Statutes, is amended to read:

220.02 Legislative intent.—

(8) It is the intent of the Legislature that credits against either the corporate income tax or the franchise tax be applied in the following order: those enumerated in s. 631.828, those enumerated in s. 220.191, those enumerated in s. 220.181, those enumerated in s. 220.183, those enumerated in s. 220.182, those enumerated in s. 220.1895, those enumerated in s. 220.195, those enumerated in s. 220.184, those enumerated in s. 220.186, those enumerated in s. 220.1845, those enumerated in s. 220.19, those enumerated in s. 220.185, those enumerated in s. 220.1875, those enumerated in s. 220.1876, those enumerated in s. 220.1877, those enumerated in s. 220.1878, those enumerated in s. 220.193, those enumerated in s. 288.9916, those enumerated in s. 220.1899, those enumerated in s. 220.194, those enumerated in s. 220.196, those enumerated in s. 220.198, and those enumerated in s. 220.1915.

Section 18. Paragraph (a) of subsection (1) of section 220.13, Florida Statutes, is amended to read:

220.13 "Adjusted federal income" defined.—

(1) The term "adjusted federal income" means an amount equal to the taxpayer's taxable income as defined in subsection (2), or such taxable income of more than one taxpayer as provided in s. 220.131, for the taxable year, adjusted as follows:

(a) *Additions.*—There shall be added to such taxable income:

1.a. The amount of any tax upon or measured by income, excluding taxes based on gross receipts or revenues, paid or accrued as a liability to the District of Columbia or any state of the United States which is deductible from gross income in the computation of taxable income for the taxable year.

b. Notwithstanding sub-subparagraph a., if a credit taken under s. 220.1875, s. 220.1876, ~~or~~ s. 220.1877, or s. 220.1878 is added to taxable income in a previous taxable year under subparagraph 11. and is taken as a deduction for federal tax purposes in the current taxable year, the amount of

the deduction allowed shall not be added to taxable income in the current year. The exception in this sub-subparagraph is intended to ensure that the credit under s. 220.1875, s. 220.1876, ~~or~~ s. 220.1877, or s. 220.1878 is added in the applicable taxable year and does not result in a duplicate addition in a subsequent year.

2. The amount of interest which is excluded from taxable income under s. 103(a) of the Internal Revenue Code or any other federal law, less the associated expenses disallowed in the computation of taxable income under s. 265 of the Internal Revenue Code or any other law, excluding 60 percent of any amounts included in alternative minimum taxable income, as defined in s. 55(b)(2) of the Internal Revenue Code, if the taxpayer pays tax under s. 220.11(3).

3. In the case of a regulated investment company or real estate investment trust, an amount equal to the excess of the net long-term capital gain for the taxable year over the amount of the capital gain dividends attributable to the taxable year.

4. That portion of the wages or salaries paid or incurred for the taxable year which is equal to the amount of the credit allowable for the taxable year under s. 220.181. This subparagraph shall expire on the date specified in s. 290.016 for the expiration of the Florida Enterprise Zone Act.

5. That portion of the ad valorem school taxes paid or incurred for the taxable year which is equal to the amount of the credit allowable for the taxable year under s. 220.182. This subparagraph shall expire on the date specified in s. 290.016 for the expiration of the Florida Enterprise Zone Act.

6. The amount taken as a credit under s. 220.195 which is deductible from gross income in the computation of taxable income for the taxable year.

7. That portion of assessments to fund a guaranty association incurred for the taxable year which is equal to the amount of the credit allowable for the taxable year.

8. In the case of a nonprofit corporation which holds a pari-mutuel permit and which is exempt from federal income tax as a farmers' cooperative, an amount equal to the excess of the gross income attributable to the pari-mutuel operations over the attributable expenses for the taxable year.

9. The amount taken as a credit for the taxable year under s. 220.1895.

10. Up to nine percent of the eligible basis of any designated project which is equal to the credit allowable for the taxable year under s. 220.185.

11. Any amount taken as a credit for the taxable year under s. 220.1875, s. 220.1876, ~~or~~ s. 220.1877, or s. 220.1878. The addition in this subparagraph is intended to ensure that the same amount is not allowed for the tax purposes of this state as both a deduction from income and a credit against

the tax. This addition is not intended to result in adding the same expense back to income more than once.

12. The amount taken as a credit for the taxable year under s. 220.193.

13. Any portion of a qualified investment, as defined in s. 288.9913, which is claimed as a deduction by the taxpayer and taken as a credit against income tax pursuant to s. 288.9916.

14. The costs to acquire a tax credit pursuant to s. 288.1254(5) that are deducted from or otherwise reduce federal taxable income for the taxable year.

15. The amount taken as a credit for the taxable year pursuant to s. 220.194.

16. The amount taken as a credit for the taxable year under s. 220.196. The addition in this subparagraph is intended to ensure that the same amount is not allowed for the tax purposes of this state as both a deduction from income and a credit against the tax. The addition is not intended to result in adding the same expense back to income more than once.

17. The amount taken as a credit for the taxable year pursuant to s. 220.198.

18. The amount taken as a credit for the taxable year pursuant to s. 220.1915.

Section 19. Paragraph (c) of subsection (1) of section 220.183, Florida Statutes, is amended to read:

220.183 Community contribution tax credit.—

(1) AUTHORIZATION TO GRANT COMMUNITY CONTRIBUTION TAX CREDITS; LIMITATIONS ON INDIVIDUAL CREDITS AND PROGRAM SPENDING.—

(c) The total amount of tax credit which may be granted for all programs approved under this section and ss. 212.08(5)(p) and 624.5105 is $25 ~~$14.5~~ million in the 2023-2024 ~~2022-2023~~ fiscal year and in each fiscal year thereafter for projects that provide housing opportunities for persons with special needs as defined in s. 420.0004 and homeownership opportunities for low-income households or very-low-income households as defined in s. 420.9071 and $4.5 million in the 2022-2023 fiscal year and in each fiscal year thereafter for all other projects.

Section 20. Subsection (2) of section 220.186, Florida Statutes, is amended to read:

220.186 Credit for Florida alternative minimum tax.—

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(2) The credit pursuant to this section shall be the amount of the excess, if any, of the tax paid based upon taxable income determined pursuant to s. 220.13(2)(k) over the amount of tax which would have been due based upon taxable income without application of s. 220.13(2)(k), before application of this credit without application of any credit under s. 220.1875, s. 220.1876, ~~or~~ s. 220.1877, or s. 220.1878.

Section 21. Section 220.1878, Florida Statutes, is created to read:

220.1878 Credit for contributions to the Live Local Program.—

(1) For taxable years beginning on or after January 1, 2023, there is allowed a credit of 100 percent of an eligible contribution made to the Live Local Program under s. 420.50872 against any tax due for a taxable year under this chapter after the application of any other allowable credits by the taxpayer. An eligible contribution must be made to the Live Local Program on or before the date the taxpayer is required to file a return pursuant to s. 220.222. The credit granted by this section must be reduced by the difference between the amount of federal corporate income tax, taking into account the credit granted by this section, and the amount of federal corporate income tax without application of the credit granted by this section.

(2) A taxpayer who files a Florida consolidated return as a member of an affiliated group pursuant to s. 220.131(1) may be allowed the credit on a consolidated return basis; however, the total credit taken by the affiliated group is subject to the limitation established under subsection (1).

(3) Section 420.50872 applies to the credit authorized by this section.

(4) If a taxpayer applies and is approved for a credit under s. 420.50872 after timely requesting an extension to file under s. 220.222(2):

(a) The credit does not reduce the amount of tax due for purposes of the department's determination as to whether the taxpayer was in compliance with the requirement to pay tentative taxes under ss. 220.222 and 220.32.

(b) The taxpayer's noncompliance with the requirement to pay tentative taxes shall result in the revocation and rescindment of any such credit.

(c) The taxpayer shall be assessed for any taxes, penalties, or interest due from the taxpayer's noncompliance with the requirement to pay tentative taxes.

Section 22. Paragraph (c) of subsection (2) of section 220.222, Florida Statutes, is amended to read:

220.222 Returns; time and place for filing.—

(2)

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(c)1. For purposes of this subsection, a taxpayer is not in compliance with s. 220.32 if the taxpayer underpays the required payment by more than the greater of $2,000 or 30 percent of the tax shown on the return when filed.

2. For the purpose of determining compliance with s. 220.32 as referenced in subparagraph 1., the tax shown on the return when filed must include the amount of the allowable credits taken on the return pursuant to s. 220.1878.

Section 23. Subsection (5) of section 253.034, Florida Statutes, is amended to read:

253.034 State-owned lands; uses.—

(5) Each manager of conservation lands shall submit to the Division of State Lands a land management plan at least every 10 years in a form and manner adopted by rule of the board of trustees and in accordance with s. 259.032. Each manager of conservation lands shall also update a land management plan whenever the manager proposes to add new facilities or make substantive land use or management changes that were not addressed in the approved plan, or within 1 year after the addition of significant new lands. Each manager of nonconservation lands shall submit to the Division of State Lands a land use plan at least every 10 years in a form and manner adopted by rule of the board of trustees. The division shall review each plan for compliance with the requirements of this subsection and the requirements of the rules adopted by the board of trustees pursuant to this section. All nonconservation land use plans, whether for single-use or multiple-use properties, shall be managed to provide the greatest benefit to the state. Plans for managed areas larger than 1,000 acres shall contain an analysis of the multiple-use potential of the property which includes the potential of the property to generate revenues to enhance the management of the property. In addition, the plan shall contain an analysis of the potential use of private land managers to facilitate the restoration or management of these lands and whether nonconservation lands would be more appropriately transferred to the county or municipality in which the land is located for the purpose of providing affordable multifamily rental housing that meets the criteria of s. 420.0004(3). If a newly acquired property has a valid conservation plan that was developed by a soil and conservation district, such plan shall be used to guide management of the property until a formal land use plan is completed.

(a) State conservation lands shall be managed to ensure the conservation of this ~~the~~ state's plant and animal species and to ensure the accessibility of state lands for the benefit and enjoyment of all people of this ~~the~~ state, both present and future. Each land management plan for state conservation lands shall provide a desired outcome, describe both short-term and long-term management goals, and include measurable objectives to achieve those goals. Short-term goals shall be achievable within a 2-year planning period, and long-term goals shall be achievable within a 10-year

planning period. These short-term and long-term management goals shall be the basis for all subsequent land management activities.

(b) Short-term and long-term management goals for state conservation lands shall include measurable objectives for the following, as appropriate:

1. Habitat restoration and improvement.

2. Public access and recreational opportunities.

3. Hydrological preservation and restoration.

4. Sustainable forest management.

5. Exotic and invasive species maintenance and control.

6. Capital facilities and infrastructure.

7. Cultural and historical resources.

8. Imperiled species habitat maintenance, enhancement, restoration, or population restoration.

(c) The land management plan shall, at a minimum, contain the following elements:

1. A physical description of the land.

2. A quantitative data description of the land which includes an inventory of forest and other natural resources; exotic and invasive plants; hydrological features; infrastructure, including recreational facilities; and other significant land, cultural, or historical features. The inventory shall reflect the number of acres for each resource and feature, when appropriate. The inventory shall be of such detail that objective measures and benchmarks can be established for each tract of land and monitored during the lifetime of the plan. All quantitative data collected shall be aggregated, standardized, collected, and presented in an electronic format to allow for uniform management reporting and analysis. The information collected by the Department of Environmental Protection pursuant to s. 253.0325(2) shall be available to the land manager and his or her assignee.

3. A detailed description of each short-term and long-term land management goal, the associated measurable objectives, and the related activities that are to be performed to meet the land management objectives. Each land management objective must be addressed by the land management plan, and if practicable, a land management objective may not be performed to the detriment of the other land management objectives.

4. A schedule of land management activities which contains short-term and long-term land management goals and the related measurable objective and activities. The schedule shall include for each activity a timeline for completion, quantitative measures, and detailed expense and manpower

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budgets. The schedule shall provide a management tool that facilitates development of performance measures.

5. A summary budget for the scheduled land management activities of the land management plan. For state lands containing or anticipated to contain imperiled species habitat, the summary budget shall include any fees anticipated from public or private entities for projects to offset adverse impacts to imperiled species or such habitat, which fees shall be used solely to restore, manage, enhance, repopulate, or acquire imperiled species habitat. The summary budget shall be prepared in such manner that it facilitates computing an aggregate of land management costs for all state-managed lands using the categories described in s. 259.037(3).

(d) Upon completion, the land management plan must be transmitted to the Acquisition and Restoration Council for review. The council shall have 90 days after receipt of the plan to review the plan and submit its recommendations to the board of trustees. During the review period, the land management plan may be revised if agreed to by the primary land manager and the council taking into consideration public input. The land management plan becomes effective upon approval by the board of trustees.

(e) Land management plans are to be updated every 10 years on a rotating basis. Each updated land management plan must identify any conservation lands under the plan, in part or in whole, that are no longer needed for conservation purposes and could be disposed of in fee simple or with the state retaining a permanent conservation easement.

(f) In developing land management plans, at least one public hearing shall be held in any one affected county.

(g) The Division of State Lands shall make available to the public an electronic copy of each land management plan for parcels that exceed 160 acres in size. The division shall review each plan for compliance with the requirements of this subsection, the requirements of chapter 259, and the requirements of the rules adopted by the board of trustees pursuant to this section. The Acquisition and Restoration Council shall also consider the propriety of the recommendations of the managing entity with regard to the future use of the property, the protection of fragile or nonrenewable resources, the potential for alternative or multiple uses not recognized by the managing entity, and the possibility of disposal of the property by the board of trustees. After its review, the council shall submit the plan, along with its recommendations and comments, to the board of trustees. The council shall specifically recommend to the board of trustees whether to approve the plan as submitted, approve the plan with modifications, or reject the plan. If the council fails to make a recommendation for a land management plan, the Secretary of Environmental Protection, Commissioner of Agriculture, or executive director of the Fish and Wildlife Conservation Commission or their designees shall submit the land management plan to the board of trustees.

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(h) The board of trustees shall consider the land management plan submitted by each entity and the recommendations of the Acquisition and Restoration Council and the Division of State Lands and shall approve the plan with or without modification or reject such plan. The use or possession of any such lands that is not in accordance with an approved land management plan is subject to termination by the board of trustees.

(i)1. State nonconservation lands shall be managed to provide the greatest benefit to the state. State nonconservation lands may be grouped by similar land use types under one land use plan. Each land use plan shall, at a minimum, contain the following elements:

a. A physical description of the land to include any significant natural or cultural resources as well as management strategies developed by the land manager to protect such resources.

b. A desired development outcome.

c. A schedule for achieving the desired development outcome.

d. A description of both short-term and long-term development goals.

e. A management and control plan for invasive nonnative plants.

f. A management and control plan for soil erosion and soil and water contamination.

g. Measureable objectives to achieve the goals identified in the land use plan.

2. Short-term goals shall be achievable within a 5-year planning period and long-term goals shall be achievable within a 10-year planning period.

3. The use or possession of any such lands that is not in accordance with an approved land use plan is subject to termination by the board of trustees.

4. Land use plans submitted by a manager shall include reference to appropriate statutory authority for such use or uses and shall conform to the appropriate policies and guidelines of the state land management plan.

Section 24. Subsection (1) of section 253.0341, Florida Statutes, is amended to read:

253.0341 Surplus of state-owned lands.—

(1) The board of trustees shall determine which lands, the title to which is vested in the board, may be surplused. For all conservation lands, the Acquisition and Restoration Council shall make a recommendation to the board of trustees, and the board of trustees shall determine whether the lands are no longer needed for conservation purposes. If the board of trustees determines the lands are no longer needed for conservation purposes, it may dispose of such lands by an affirmative vote of at least three members. In the

case of a land exchange involving the disposition of conservation lands, the board of trustees must determine by an affirmative vote of at least three members that the exchange will result in a net positive conservation benefit. For all nonconservation lands, the board of trustees shall determine whether the lands are no longer needed. If the board of trustees determines the lands are no longer needed, it may dispose of such lands by an affirmative vote of at least three members. Local government requests for the state to surplus conservation or nonconservation lands, whether for purchase, ~~or~~ exchange, or any other means of transfer, must ~~shall~~ be expedited throughout the surplusing process. Property jointly acquired by the state and other entities may not be surplused without the consent of all joint owners.

Section 25. Subsection (2) of section 288.101, Florida Statutes, is amended to read:

288.101 Florida Job Growth Grant Fund.—

(2) The department and Enterprise Florida, Inc., may identify projects, solicit proposals, and make funding recommendations to the Governor, who is authorized to approve:

(a) State or local public infrastructure projects to promote:

1. Economic recovery in specific regions of this ~~the~~ state;~~,~~

2. Economic diversification;~~,~~ or

3. Economic enhancement in a targeted industry.

(b) State or local public infrastructure projects to facilitate the development or construction of affordable housing. This paragraph is repealed July 1, 2033.

(c) Infrastructure funding to accelerate the rehabilitation of the Herbert Hoover Dike. The department or the South Florida Water Management District may enter into agreements, as necessary, with the United States Army Corps of Engineers to implement this paragraph.

(d)~~(c)~~ Workforce training grants to support programs at state colleges and state technical centers that provide participants with transferable, sustainable workforce skills applicable to more than a single employer, and for equipment associated with these programs. The department shall work with CareerSource Florida, Inc., to ensure programs are offered to the public based on criteria established by the state college or state technical center and do not exclude applicants who are unemployed or underemployed.

Section 26. Section 420.0003, Florida Statutes, is amended to read:

(Substantial rewording of section. See
s. 420.0003, F.S., for present text.)

420.0003 State housing strategy.—

(1) LEGISLATIVE INTENT.—It is the intent of this act to articulate a state housing strategy that will carry the state toward the goal of ensuring that each Floridian has safe, decent, and affordable housing. This strategy must involve state and local governments working in partnership with communities and the private sector and must involve financial, as well as regulatory, commitment to accomplish this goal.

(2) POLICIES.—

(a) *Housing production and rehabilitation programs.*—Programs to encourage housing production or rehabilitation must be guided by the following general policies, as appropriate for the purpose of the specific program:

1. State and local governments shall provide incentives to encourage the private sector to be the primary delivery vehicle for the development of affordable housing. When possible, state funds should be heavily leveraged to achieve the maximum federal, local, and private commitment of funds and be used to ensure long-term affordability. To the maximum extent possible, state funds should be expended to create new housing stock and be used for repayable loans rather than grants. Local incentives to stimulate private sector development of affordable housing may include establishment of density bonus incentives.

2. State and local governments should consider and implement innovative solutions to housing issues where appropriate. Innovative solutions include, but are not limited to:

a. Utilizing publicly held land to develop affordable housing through state or local land purchases, long-term land leasing, and school district affordable housing programs. To the maximum extent possible, state-owned lands that are appropriate for the development of affordable housing must be made available for that purpose.

b. Community-led planning that focuses on urban infill, flexible zoning, redevelopment of commercial property into mixed-use property, resiliency, and furthering development in areas with preexisting public services, such as wastewater, transit, and schools.

c. Project features that maximize efficiency in land and resource use, such as high density, high rise, and mixed use.

d. Mixed-income projects that facilitate more diverse and successful communities.

e. Modern housing concepts such as manufactured homes, tiny homes, 3D-printed homes, and accessory dwelling units.

3. State funds should be available only to local governments that provide incentives or financial assistance for housing. State funding for housing should not be made available to local governments whose comprehensive plans have been found not in compliance with chapter 163 and who have not entered into a stipulated settlement agreement with the department to bring the plans into compliance. State funds should be made available only for projects consistent with the local government's comprehensive plan.

4. Local governments are encouraged to enter into interlocal agreements, as appropriate, to coordinate strategies and maximize the use of state and local funds.

5. State-funded development should emphasize use of developed land, urban infill, and the transformation of existing infrastructure in order to minimize sprawl, separation of housing from employment, and effects of increased housing on ecological preservation areas. Housing available to the state's workforce should prioritize proximity to employment and services.

(b) *Public-private partnerships.*—Cost-effective public-private partnerships must emphasize production and preservation of affordable housing.

1. Data must be developed and maintained on the affordable housing activities of local governments, community-based organizations, and private developers.

2. The state shall assist local governments and community-based organizations by providing training and technical assistance.

3. In coordination with local activities and with federal initiatives, the state shall provide incentives for public sector and private sector development of affordable housing.

(c) *Preservation of housing stock.*—The existing stock of affordable housing must be preserved and improved through rehabilitation programs and expanded neighborhood revitalization efforts to promote suitable living environments for individuals and families.

(d) *Unique housing needs.*—The wide range of need for safe, decent, and affordable housing must be addressed, with an emphasis on assisting the neediest persons.

1. State housing programs must promote the self-sufficiency and economic dignity of the people of this state, including elderly persons and persons with disabilities.

2. The housing requirements of special needs populations must be addressed through programs that promote a range of housing options bolstering integration with the community.

3. All housing initiatives and programs must be nondiscriminatory.

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4. The geographic distribution of resources must provide for the development of housing in rural and urban areas.

5. The important contribution of public housing to the well-being of citizens in need shall be acknowledged through efforts to continue and bolster existing programs. State and local government funds allocated to enhance public housing must be used to supplement, not supplant, federal support.

(3) IMPLEMENTATION.—The state, in carrying out the strategy articulated in this section, shall have the following duties:

(a) State fiscal resources must be directed to achieve the following programmatic objectives:

1. Effective technical assistance and capacity-building programs must be established at the state and local levels.

2. The Shimberg Center for Housing Studies at the University of Florida shall develop and maintain statewide data on housing needs and production, provide technical assistance relating to real estate development and finance, operate an information clearinghouse on housing programs, and coordinate state housing initiatives with local government and federal programs.

3. The corporation shall maintain a consumer-focused website for connecting tenants with affordable housing.

(b) The long-range program plan of the department must include specific goals, objectives, and strategies that implement the housing policies in this section.

(c) The Shimberg Center for Housing Studies at the University of Florida, in consultation with the department and the corporation, shall perform functions related to the research and planning for affordable housing. Functions must include quantifying affordable housing needs, documenting results of programs administered, and inventorying the supply of affordable housing units made available in this state. The recommendations required in this section and a report of any programmatic modifications made as a result of these policies must be included in the housing report required by s. 420.6075. The report must identify the needs of specific populations, including, but not limited to, elderly persons, persons with disabilities, and persons with special needs, and may recommend statutory modifications when appropriate.

(d) The Office of Program Policy Analysis and Government Accountability (OPPAGA) shall evaluate affordable housing issues pursuant to the schedule set forth in this paragraph. OPPAGA may coordinate with and rely upon the expertise and research activities of the Shimberg Center for Housing Studies in conducting the evaluations. The analysis may include relevant reports prepared by the Shimberg Center for Housing Studies, the department, the corporation, and the provider of the Affordable Housing

Catalyst Program; interviews with the agencies, providers, offices, developers, and other organizations related to the development and provision of affordable housing at the state and local levels; and any other relevant data. When appropriate, each report must recommend policy and statutory modifications for consideration by the Legislature. Each report must be submitted to the President of the Senate and the Speaker of the House of Representatives pursuant to the schedule. OPPAGA shall review and evaluate:

1. By December 15, 2023, and every 5 years thereafter, innovative affordable housing strategies implemented by other states, their effectiveness, and their potential for implementation in this state.

2. By December 15, 2024, and every 5 years thereafter, affordable housing policies enacted by local governments, their effectiveness, and which policies constitute best practices for replication across this state. The report must include a review and evaluation of the extent to which interlocal cooperation is used, effective, or hampered.

3. By December 15, 2025, and every 5 years thereafter, existing state-level housing rehabilitation, production, preservation, and finance programs to determine their consistency with relevant policies in this section and effectiveness in providing affordable housing. The report must also include an evaluation of the degree of coordination between housing programs of this state, and between state, federal, and local housing activities, and shall recommend improved program linkages when appropriate.

(e) The department and the corporation should conform the administrative rules for each housing program to the policies stated in this section, provided that such changes in the rules are consistent with the statutory intent or requirements for the program. This authority applies only to programs offering loans, grants, or tax credits and only to the extent that state policies are consistent with applicable federal requirements.

Section 27. Subsection (36) of section 420.503, Florida Statutes, is amended to read:

420.503 Definitions.—As used in this part, the term:

(36) "Qualified contract" has the same meaning as in 26 U.S.C. s. 42(h)(6)(F) in effect on the date of the preliminary determination certificate for the low-income housing tax credits for the development that is the subject of the qualified contract request, unless the Internal Revenue Code requires a different statute or regulation to apply to the development. The corporation shall deem a bona fide contract to be a qualified contract at the time the bona fide contract is presented to the owner and the initial ~~second earnest money~~ deposit is deposited in escrow in accordance with the terms of the bona fide contract, and, in such event, the corporation is deemed to have fulfilled its responsibility to present the owner with a qualified contract.

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Section 28. Subsection (3) and paragraph (a) of subsection (4) of section 420.504, Florida Statutes, are amended to read:

420.504 Public corporation; creation, membership, terms, expenses.—

(3) The corporation is a separate budget entity and is not subject to control, supervision, or direction by the department ~~of Economic Opportunity~~ in any manner, including, but not limited to, personnel, purchasing, transactions involving real or personal property, and budgetary matters. The corporation shall consist of a board of directors composed of the Secretary of Economic Opportunity as an ex officio and voting member, or a senior-level agency employee designated by the secretary, one member appointed by the President of the Senate, one member appointed by the Speaker of the House of Representatives, and eight members appointed by the Governor subject to confirmation by the Senate from the following:

(a) One citizen actively engaged in the residential home building industry.

(b) One citizen actively engaged in the banking or mortgage banking industry.

(c) One citizen who is a representative of those areas of labor engaged in home building.

(d) One citizen with experience in housing development who is an advocate for low-income persons.

(e) One citizen actively engaged in the commercial building industry.

(f) One citizen who is a former local government elected official.

(g) Two citizens of the state who are not principally employed as members or representatives of any of the groups specified in paragraphs (a)-(f).

(4)(a) Members of the corporation shall be appointed for terms of 4 years, except that any vacancy shall be filled for the unexpired term. Vacancies on the board shall be filled by appointment by the Governor, the President of the Senate, or the Speaker of the House of Representatives, respectively, depending on who appointed the member whose vacancy is to be filled or whose term has expired.

Section 29. Subsection (30) of section 420.507, Florida Statutes, is amended to read:

420.507 Powers of the corporation.—The corporation shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this part, including the following powers which are in addition to all other powers granted by other provisions of this part:

(30) To prepare and submit to the Secretary of Economic Opportunity a budget request for purposes of the corporation, which request must ~~shall~~, notwithstanding the provisions of chapter 216 and in accordance with s. 216.351, contain a request for operational expenditures and separate requests for other authorized corporation programs. The request must include, for informational purposes, the amount of state funds necessary to use all federal housing funds anticipated to be received by, or allocated to, the state in the fiscal year in order to maximize the production of new, affordable multifamily housing units in this state. The request need not contain information on the number of employees, salaries, or any classification thereof, and the approved operating budget therefor need not comply with s. 216.181(8)-(10). The secretary may include within the department's budget request the corporation's budget request in the form as authorized by this section.

Section 30. The amendment made by this act to s. 420.507(30), Florida Statutes, expires July 1, 2033, and the text of that subsection shall revert to that in existence on June 30, 2023, except that any amendments to such text enacted other than by this act shall be preserved and continue to operate to the extent that such amendments are not dependent upon the portions of text which expire pursuant to this section.

Section 31. Subsection (10) of section 420.5087, Florida Statutes, is amended to read:

420.5087 State Apartment Incentive Loan Program.—There is hereby created the State Apartment Incentive Loan Program for the purpose of providing first, second, or other subordinated mortgage loans or loan guarantees to sponsors, including for-profit, nonprofit, and public entities, to provide housing affordable to very-low-income persons.

(10) The corporation may prioritize a portion of the program funds set aside under paragraph (3)(d) for persons with special needs as defined in s. 420.0004(13) to provide funding for the development of newly constructed permanent rental housing ~~on a campus~~ that provides housing for persons in foster care or persons aging out of foster care pursuant to s. 409.1451. Such housing shall promote and facilitate access to community-based supportive, educational, and employment services and resources that assist persons aging out of foster care to successfully transition to independent living and adulthood. The corporation must consult with the Department of Children and Families to create minimum criteria for such housing.

Section 32. Section 420.50871, Florida Statutes, is created to read:

420.50871 Allocation of increased revenues derived from amendments to s. 201.15 made by this act.—Funds that result from increased revenues to the State Housing Trust Fund derived from amendments made to s. 201.15 made by this act must be used annually for projects under the State Apartment Incentive Loan Program under s. 420.5087 as set forth in this section, notwithstanding ss. 420.507(48) and (50) and 420.5087(1) and (3).

The Legislature intends for these funds to provide for innovative projects that provide affordable and attainable housing for persons and families working, going to school, or living in this state. Projects approved under this section are intended to provide housing that is affordable as defined in s. 420.0004, notwithstanding the income limitations in s. 420.5087(2). Beginning in the 2023-2024 fiscal year and annually for 10 years thereafter:

(1) The corporation shall allocate 70 percent of the funds provided by this section to issue competitive requests for application for the affordable housing project purposes specified in this subsection. The corporation shall finance projects that:

(a) Both redevelop an existing affordable housing development and provide for the construction of a new development within close proximity to the existing development to be rehabilitated. Each project must provide for building the new affordable housing development first, relocating the tenants of the existing development to the new development, and then demolishing the existing development for reconstruction of an affordable housing development with more overall and affordable units.

(b) Address urban infill, including conversions of vacant, dilapidated, or functionally obsolete buildings or the use of underused commercial property.

(c) Provide for mixed use of the location, incorporating nonresidential uses, such as retail, office, institutional, or other appropriate commercial or nonresidential uses.

(d) Provide housing near military installations in this state, with preference given to projects that incorporate critical services for servicemembers, their families, and veterans, such as mental health treatment services, employment services, and assistance with transition from active-duty service to civilian life.

(2) From the remaining funds, the corporation shall allocate the funds to issue competitive requests for application for any of the following affordable housing purposes specified in this subsection. The corporation shall finance projects that:

(a) Propose using or leasing public lands. Projects that propose to use or lease public lands must include a resolution or other agreement with the unit of government owning the land to use the land for affordable housing purposes.

(b) Address the needs of young adults who age out of the foster care system.

(c) Meet the needs of elderly persons.

(d) Provide housing to meet the needs in areas of rural opportunity, designated pursuant to s. 288.0656.

(3) Under any request for application under this section, the corporation shall coordinate with the appropriate state department or agency and prioritize projects that provide for mixed-income developments.

(4) This section does not prohibit the corporation from allocating additional funds to the purposes described in this section. In any fiscal year, if the funds allocated by the corporation to any request for application under subsections (1) and (2) are not fully used after the application and award processes are complete, the corporation may use those funds to supplement any future request for application under this section.

(5) This section is repealed June 30, 2033.

Section 33. The Division of Law Revision is directed to replace the phrase "this act" wherever it occurs in s. 420.50871, Florida Statutes, as created by this act, with the assigned chapter number of this act.

Section 34. Section 420.50872, Florida Statutes, is created to read:

420.50872 Live Local Program.—

(1) DEFINITIONS.—As used in this section, the term:

(a) "Annual tax credit amount" means, for any state fiscal year, the sum of the amount of tax credits approved under paragraph (3)(a), including tax credits to be taken under s. 220.1878 or s. 624.51058, which are approved for taxpayers whose taxable years begin on or after January 1 of the calendar year preceding the start of the applicable state fiscal year.

(b) "Eligible contribution" means a monetary contribution from a taxpayer, subject to the restrictions provided in this section, to the corporation for use in the State Apartment Incentive Loan Program under s. 420.5087. The taxpayer making the contribution may not designate a specific project, property, or geographic area of this state as the beneficiary of the eligible contribution.

(c) "Live Local Program" means the program described in this section whereby eligible contributions are made to the corporation.

(d) "Tax credit cap amount" means the maximum annual tax credit amount that the Department of Revenue may approve for a state fiscal year.

(2) RESPONSIBILITIES OF THE CORPORATION.—The corporation shall:

(a) Expend 100 percent of eligible contributions received under this section for the State Apartment Incentive Loan Program under s. 420.5087. However, the corporation may use up to $25 million of eligible contributions to provide loans for the construction of large-scale projects of significant regional impact. Such projects must include a substantial civic, educational, or health care use and may include a commercial use, any of which must be

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incorporated within or contiguous to the project property. Such a loan must be made, except as otherwise provided in this subsection, in accordance with the practices and policies of the State Apartment Incentive Loan Program. Such a loan is subject to the competitive application process and may not exceed 25 percent of the total project cost. The corporation must find that the loan provides a unique opportunity for investment alongside local government participation that would enable creation of a significant amount of affordable housing. Projects approved under this section are intended to provide housing that is affordable as defined in s. 420.0004, notwithstanding the income limitations in s. 420.5087(2).

(b) Upon receipt of an eligible contribution, provide the taxpayer that made the contribution with a certificate of contribution. A certificate of contribution must include the taxpayer's name; its federal employer identification number, if available; the amount contributed; and the date of contribution.

(c) Within 10 days after issuing a certificate of contribution, provide a copy to the Department of Revenue.

(3) LIVE LOCAL TAX CREDITS; APPLICATIONS, TRANSFERS, AND LIMITATIONS.—

(a) Beginning in the 2023-2024 fiscal year, the tax credit cap amount is $100 million in each state fiscal year.

(b) Beginning October 1, 2023, a taxpayer may submit an application to the Department of Revenue for an allocation of the tax credit cap for tax credits to be taken under either or both of s. 220.1878 or s. 624.51058.

1. The taxpayer shall specify in the application each tax for which the taxpayer requests a credit and the applicable taxable year. For purposes of s. 220.1878, a taxpayer may apply for a credit to be used for a prior taxable year before the date the taxpayer is required to file a return for that year pursuant to s. 220.222. For purposes of s. 624.51058, a taxpayer may apply for a credit to be used for a prior taxable year before the date the taxpayer is required to file a return for that prior taxable year pursuant to ss. 624.509 and 624.5092. The Department of Revenue shall approve tax credits on a first-come, first-served basis.

2. Within 10 days after approving or denying an application, the Department of Revenue shall provide a copy of its approval or denial letter to the corporation.

(c) If a tax credit approved under paragraph (b) is not fully used for the specified taxable year for credits under s. 220.1878 or s. 624.51058 because of insufficient tax liability on the part of the taxpayer, the unused amount may be carried forward for a period not to exceed 10 taxable years. For purposes of s. 220.1878, a credit carried forward may be used in a subsequent year

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after applying the other credits and unused carryovers in the order provided in s. 220.02(8).

(d) A taxpayer may not convey, transfer, or assign an approved tax credit or a carryforward tax credit to another entity unless all of the assets of the taxpayer are conveyed, assigned, or transferred in the same transaction. However, a tax credit under s. 220.1878 or s. 624.51058 may be conveyed, transferred, or assigned between members of an affiliated group of corporations if the type of tax credit under s. 220.1878 or s. 624.51058 remains the same. A taxpayer shall notify the Department of Revenue of its intent to convey, transfer, or assign a tax credit to another member within an affiliated group of corporations. The amount conveyed, transferred, or assigned is available to another member of the affiliated group of corporations upon approval by the Department of Revenue.

(e) Within any state fiscal year, a taxpayer may rescind all or part of a tax credit allocation approved under paragraph (b). The amount rescinded must become available for that state fiscal year to another eligible taxpayer as approved by the Department of Revenue if the taxpayer receives notice from the Department of Revenue that the rescindment has been accepted by the Department of Revenue. Any amount rescinded under this paragraph must become available to an eligible taxpayer on a first-come, first-served basis based on tax credit applications received after the date the rescindment is accepted by the Department of Revenue.

(f) Within 10 days after approving or denying the conveyance, transfer, or assignment of a tax credit under paragraph (d), or the rescindment of a tax credit under paragraph (e), the Department of Revenue shall provide a copy of its approval or denial letter to the corporation.

(g) For purposes of calculating the underpayment of estimated corporate income taxes under s. 220.34 and tax installment payments for taxes on insurance premiums or assessments under s. 624.5092, the final amount due is the amount after credits earned under s. 220.1878 or s. 624.51058 for contributions to eligible charitable organizations are deducted.

1. For purposes of determining if a penalty or interest under s. 220.34(2)(d)1. will be imposed for underpayment of estimated corporate income tax, a taxpayer may, after earning a credit under s. 220.1878, reduce any estimated payment in that taxable year by the amount of the credit.

2. For purposes of determining if a penalty under s. 624.5092 will be imposed, an insurer, after earning a credit under s. 624.51058 for a taxable year, may reduce any installment payment for such taxable year of 27 percent of the amount of the net tax due as reported on the return for the preceding year under s. 624.5092(2)(b) by the amount of the credit.

(4) PRESERVATION OF CREDIT.—If any provision or portion of this section, s. 220.1878, or s. 624.51058 or the application thereof to any person or circumstance is held unconstitutional by any court or is otherwise

declared invalid, the unconstitutionality or invalidity does not affect any credit earned under s. 220.1878 or s. 624.51058 by any taxpayer with respect to any contribution paid to the Live Local Program before the date of a determination of unconstitutionality or invalidity. The credit must be allowed at such time and in such a manner as if a determination of unconstitutionality or invalidity had not been made, provided that nothing in this subsection by itself or in combination with any other provision of law may result in the allowance of any credit to any taxpayer in excess of $1 of credit for each dollar paid to an eligible charitable organization.

(5) ADMINISTRATION; RULES.—

(a) The Department of Revenue and the corporation may develop a cooperative agreement to assist in the administration of this section, as needed.

(b) The Department of Revenue may adopt rules necessary to administer this section, s. 220.1878, and s. 624.51058, including rules establishing application forms, procedures governing the approval of tax credits and carryforward tax credits under subsection (3), and procedures to be followed by taxpayers when claiming approved tax credits on their returns.

(c) By August 15, 2023, and by each August 15 thereafter, the Department of Revenue shall determine the 500 taxpayers with the greatest total corporate income or franchise tax due as reported on the taxpayer's return filed pursuant to s. 220.22 during the previous calendar year and notify those taxpayers of the existence of the Live Local Program and the process for obtaining an allocation of the tax credit cap. The Department of Revenue shall confer with the corporation in the drafting of the notification. The Department of Revenue may provide this notification by electronic means.

Section 35. Section 420.5096, Florida Statutes, is created to read:

420.5096 Florida Hometown Hero Program.—

(1) The Legislature finds that individual homeownership is vital to building long-term housing and financial security. With rising home prices, down payment and closing costs are often significant barriers to home-ownership for working Floridians. Each person in Florida's hometown workforce is essential to creating thriving communities, and the Legislature finds that the ability of Floridians to reside within the communities in which they work is of great importance. Therefore, the Legislature finds that providing assistance to homebuyers in this state by reducing the amount of down payment and closing costs is a necessary step toward expanding access to homeownership and achieving safe, decent, and affordable housing for all Floridians.

(2) The Florida Hometown Hero Program is created to assist Florida's hometown workforce in attaining homeownership by providing financial

assistance to residents to purchase a home as their primary residence. Under the program, a borrower may apply to the corporation for a loan to reduce the amount of the down payment and closing costs paid by the borrower by a minimum of $10,000 and up to 5 percent of the first mortgage loan, not exceeding $35,000. Loans must be made available at a zero percent interest rate and must be made available for the term of the first mortgage. The balance of any loan is due at closing if the property is sold, refinanced, rented, or transferred, unless otherwise approved by the corporation.

(3) For loans made available pursuant to s. 420.507(23)(a)1. or 2., the corporation may underwrite and make those mortgage loans through the program to persons or families who have household incomes that do not exceed 150 percent of the state median income or local median income, whichever is greater. A borrower must be seeking to purchase a home as a primary residence; a first-time homebuyer and a Florida resident; and employed full-time by a Florida-based employer. The borrower must provide documentation of full-time employment, or full-time status for self-employed individuals, of 35 hours or more per week. The requirement to be a first-time homebuyer does not apply to a borrower who is an active duty service-member of a branch of the armed forces or the Florida National Guard, as defined in s. 250.01, or a veteran.

(4) Loans made under the Florida Hometown Hero Program may be used for the purchase of manufactured homes, as defined in s. 320.01(2)(b), which were constructed after July 13, 1994; which are permanently affixed to real property in this state, whether owned or leased by the borrower; and which are titled and financed as tangible personal property or as real property.

(5) This program is intended to be evergreen, and repayments for loans made under this program shall be retained within the program to make additional loans.

Section 36. Subsection (3) is added to section 420.531, Florida Statutes, to read:

420.531 Affordable Housing Catalyst Program.—

(3) The corporation may contract with the entity providing statewide training and technical assistance to provide technical assistance to local governments to establish selection criteria and related provisions for requests for proposals or other competitive solicitations for use or lease of government-owned real property for affordable housing purposes. The entity providing statewide training and technical assistance may develop best practices or other key elements for successful use of public property for affordable housing, in conjunction with technical support provided under subsection (1).

Section 37. Section 420.6075, Florida Statutes, is amended to read:

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420.6075 Research and planning for affordable housing; annual housing report.—

(1) The research and planning functions of the department shall include the collection of data on the need for affordable housing in this state and the extent to which that need is being met through federal, state, and local programs, in order to facilitate planning to meet the housing needs in this state and to enable the development of sound strategies and programs for affordable housing. To fulfill this function, the Shimberg Center for Housing Studies ~~Affordable Housing~~ at the University of Florida shall perform the following functions:

(a) Quantify affordable housing needs in this ~~the~~ state by analyzing available data, including information provided through the housing elements of local comprehensive plans, and identify revisions in the housing element data requirements that would result in more uniform, meaningful information being obtained.

(b) Document the results since 1980 of all programs administered by the department which provide for or act as incentives for housing production or improvement. Data on program results must include the number of units produced and the unit cost under each program.

(c) Inventory the supply of affordable housing units made available through federal, state, and local programs. Data on the geographic distribution of affordable units must show the availability of units in each county and municipality.

(2) By December 31 of each year, the Shimberg Center for Housing Studies ~~Affordable Housing~~ shall submit to the Legislature an updated housing report describing the supply of and need for affordable housing. This annual housing report shall include:

(a) A synopsis of training and technical assistance activities and community-based organization housing activities for the year.

(b) A status report on the degree of progress toward meeting the housing objectives of the department's agency functional plan.

(c) Recommended housing initiatives for the next fiscal year and recommended priorities for assistance to the various target populations within the spectrum of housing need.

(3) The Shimberg Center for Housing Studies ~~Affordable Housing~~ shall:

(a) Conduct research on program options to address the need for affordable housing.

(b) Conduct research on training models to be replicated or adapted to meet the needs of community-based organizations and state and local government staff involved in housing development.

Section 38. Paragraph (a) of subsection (1) of section 553.792, Florida Statutes, is amended to read:

553.792 Building permit application to local government.—

(1)(a) Within 10 days of an applicant submitting an application to the local government, the local government shall advise the applicant what information, if any, is needed to deem the application properly completed in compliance with the filing requirements published by the local government. If the local government does not provide written notice that the applicant has not submitted the properly completed application, the application shall be automatically deemed properly completed and accepted. Within 45 days after receiving a completed application, a local government must notify an applicant if additional information is required for the local government to determine the sufficiency of the application, and shall specify the additional information that is required. The applicant must submit the additional information to the local government or request that the local government act without the additional information. While the applicant responds to the request for additional information, the 120-day period described in this subsection is tolled. Both parties may agree to a reasonable request for an extension of time, particularly in the event of a force majeure or other extraordinary circumstance. The local government must approve, approve with conditions, or deny the application within 120 days following receipt of a completed application. A local government shall maintain on its website a policy containing procedures and expectations for expedited processing of those building permits and development orders required by law to be expedited.

Section 39. Subsection (7) of section 624.509, Florida Statutes, is amended to read:

624.509 Premium tax; rate and computation.—

(7) Credits and deductions against the tax imposed by this section shall be taken in the following order: deductions for assessments made pursuant to s. 440.51; credits for taxes paid under ss. 175.101 and 185.08; credits for income taxes paid under chapter 220 and the credit allowed under subsection (5), as these credits are limited by subsection (6); the credit allowed under s. 624.51057; the credit allowed under s. 624.51058; all other available credits and deductions.

Section 40. Paragraph (c) of subsection (1) of section 624.5105, Florida Statutes, is amended to read:

624.5105 Community contribution tax credit; authorization; limitations; eligibility and application requirements; administration; definitions; expiration.—

(1) AUTHORIZATION TO GRANT TAX CREDITS; LIMITATIONS.—

(c) The total amount of tax credit which may be granted for all programs approved under this section and ss. 212.08(5)(p) and 220.183 is $25 ~~$14.5~~ million in the 2023-2024 ~~2022-2023~~ fiscal year and in each fiscal year thereafter for projects that provide housing opportunities for persons with special needs as defined in s. 420.0004 or homeownership opportunities for low-income or very-low-income households as defined in s. 420.9071 and $4.5 million in the 2022-2023 fiscal year and in each fiscal year thereafter for all other projects.

Section 41. Section 624.51058, Florida Statutes, is created to read:

624.51058 Credit for contributions to the Live Local Program.—

(1) For taxable years beginning on or after January 1, 2023, there is allowed a credit of 100 percent of an eligible contribution made to the Live Local Program under s. 420.50872 against any tax due for a taxable year under s. 624.509(1) after deducting from such tax deductions for assessments made pursuant to s. 440.51; credits for taxes paid under ss. 175.101 and 185.08; credits for income taxes paid under chapter 220; and the credit allowed under s. 624.509(5), as such credit is limited by s. 624.509(6). An eligible contribution must be made to the Live Local Program on or before the date the taxpayer is required to file a return pursuant to ss. 624.509 and 624.5092. An insurer claiming a credit against premium tax liability under this section is not required to pay any additional retaliatory tax levied under s. 624.5091 as a result of claiming such credit. Section 624.5091 does not limit such credit in any manner.

(2) Section 420.50872 applies to the credit authorized by this section.

Section 42. The Department of Economic Opportunity's Keys Workforce Housing Initiative, approved by the Administration Commission on June 13, 2018, is considered an exception to the evacuation time constraints of s. 380.0552(9)(a)2., Florida Statutes, by requiring deed-restricted affordable workforce housing properties receiving permit allocations to agree to evacuate at least 48 hours in advance of hurricane landfall. A comprehensive plan amendment approved by the Department of Economic Opportunity to implement the initiative is hereby valid and the respective local governments may adopt local ordinances or regulations to implement such plan amendment.

Section 43. (1) The Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules under s. 120.54(4), Florida Statutes, for the purpose of implementing provisions related to the Live Local Program created by this act. Notwithstanding any other law, emergency rules adopted under this section are effective for 6 months after adoption and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.

(2) This section expires July 1, 2026.

Section 44. For the 2023-2024 fiscal year, the sum of $100 million in nonrecurring funds from the General Revenue Fund is appropriated to the Florida Housing Finance Corporation to implement the Florida Hometown Hero Housing Program established in s. 420.5096, Florida Statutes, as created by this act.

Section 45. For the 2023-2024 fiscal year, the sum of $252 million in nonrecurring funds from the Local Government Housing Trust Fund is appropriated in the Grants and Aids - Housing Finance Corporation (HFC) - State Housing Initiatives Partnership (SHIP) Program appropriation category to the Florida Housing Finance Corporation.

Section 46. For the 2023-2024 fiscal year, the sum of $150 million in recurring funds and $109 million in nonrecurring funds from the State Housing Trust Fund is appropriated in the Grants and Aids - Housing Finance Corporation (HFC) - Affordable Housing Programs appropriation category to the Florida Housing Finance Corporation. The recurring funds are appropriated to implement s. 420.50871, Florida Statutes, as created by this act.

Section 47. For the 2022-2023 fiscal year, the sum of $100 million in nonrecurring funds from the General Revenue Fund is appropriated to the Florida Housing Finance Corporation to implement a competitive assistance loan program for new construction projects in the development pipeline that have not commenced construction and are experiencing verifiable cost increases due to market inflation. These funds are intended to support the corporation's efforts to maintain the viability of projects in the development pipeline as the unprecedented economic factors coupled with the housing crisis makes it of upmost importance to deliver much-needed affordable housing units in communities in a timely manner. Eligible projects are those that accepted an invitation to enter credit underwriting by the corporation for funding during the period of time of July 1, 2020, through June 30, 2022. The corporation may establish such criteria and application processes as necessary to implement this section. The unexpended balance of funds appropriated to the corporation as of June 30, 2023, shall revert and is appropriated to the corporation for the same purpose for the 2023-2024 fiscal year. Any funds not awarded by December 1, 2023, must be used for the State Apartment Incentive Loan Program under s. 420.5087, Florida Statutes. This section is effective upon becoming a law.

Section 48. The Legislature finds and declares that this act fulfills an important state interest.

Section 49. Except as otherwise expressly provided in this act and except for this section, which shall take effect upon becoming a law, this act shall take effect July 1, 2023.

Approved by the Governor March 29, 2023.

Filed in Office Secretary of State March 29, 2023.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING SECTION 5-15 OF THE OCOEE LAND DEVELOPMENT CODE ("SPECIFIC USE/DEVELOPMENT STANDARDS") TO IMPLEMENT THE PROVISIONS OF THE LIVE LOCAL ACT, SECTION 166.04151 *ET SEQ*., FLORIDA STATUTES, INCLUDING DEFINING TERMS, ESTABLISHING MAXIMUM PERMITTED DENSITY AND HEIGHT, ESTABLISHING A PROCESS FOR ADMINISTRATIVE APPROVAL, PROVIDING FOR DEED RESTRICTIONS AND ANNUAL CERTIFICATION, REQUIRING EQUAL TREATMENT OF AFFORDABLE HOUSING AND MARKET RATE UNITS, PROVIDING FOR ENFORCEMENT, PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, on March 29, 2023, the Governor of the State of Florida signed Senate Bill 102, known as the "Live Local Act," codified as to municipalities at Section 166.04151 *et seq.*, Florida Statutes, in an effort to increase the supply of affordable housing in the State of Florida; and

WHEREAS, the Live Local Act requires municipalities to allow multifamily and mixed use residential development in any area zoned for "commercial, industrial, or mixed use" if at least 40 percent of the residential units in a proposed multifamily rental development are, for a period of at least 30 years, "affordable" as defined in s. 420.0004, Florida Statutes, and, in the case of a mixed use project, if at least 65 percent of the total square footage is used for residential purposes, and the project otherwise "meets all other development regulations and requirements" for multifamily development; and

WHEREAS, the Attorney General of the State of Florida stated in an opinion letter dated July 20, 2023 that, as used in the Live Local Act, "the phrase 'area zoned for commercial, industrial, or mixed use' refers only to land located in districts having those specific zoning

classifications, rather than encompassing land in any zoning district where some commercial, industrial, or mixed use land uses may be permitted"; and

WHEREAS, the Ocoee Land Development Code governs development within the corporate limits of the City of Ocoee pursuant to the requirements of Section 163.3202 and Section 166.041, Florida Statutes; and

WHEREAS, Section 163.3174(4)(c), Florida Statutes, requires the Land Planning Agency of the City of Ocoee (the "LPA") to review proposed land development regulations and amendments thereto for consistency with the adopted Comprehensive Plan, as may be amended; and

WHEREAS, the LPA held a public hearing on February 13, 2024, to consider an amendment of the Ocoee Land Development Code to implement and enforce the Live Local Act and made certain findings that the proposed changes set forth in this Ordinance are consistent with the Comprehensive Plan and recommended that the City Commission enact the proposed ordinance; and

WHEREAS, the Ocoee City Commission has determined that it is necessary for the general welfare of the City to amend the Ocoee Land Development Code consistent with the City's broad Home Rule powers under Article VIII, Section 2(b) of the Florida Constitution and Florida Statutes § 166.021 in order to provide certification standards and implementation criteria for proposed development under the Live Local Act; and

WHEREAS, the City Commission finds that this Ordinance serves a legitimate government purpose and is in the best interests of public health, safety, and welfare of the citizens of Ocoee; and

WHEREAS, the City Commission finds that the land development regulations adopted herein are consistent with the City's Comprehensive Plan, including Section VI.A of the Housing Element, which states, "It is the City's goal to provide housing with supporting infrastructure for the anticipated population, with particular emphasis on very low; low; and moderate-income households in Ocoee."

NOW, THEREFORE BE IT ENACTED by the City Commission of the City of Ocoee that:

SECTION 1: AMENDMENT TO SECTION 5-15, ARTICLE V, OCOEE LAND DEVELOPMENT CODE

Section 5-15 of the Ocoee Land Development Code ("Specific Use/Development Standards") shall be amended as shown below. Words that are ~~stricken out~~ are deletions; words that are underlined are additions; Articles, Sections, Subsections and Provisions not referenced in this ordinance are not modified:

D. Affordable Housing

(1) Definitions.

(a) *Affordable Housing* refers to housing that is affordable, as defined in Section 420.0004(3), Florida Statutes.

(b) *Affordable Housing Project* refers to an affordable housing project that qualifies under the Live Local Act, Section 166.04151 *et seq*, Florida Statutes.

(c) *Commercial*, as used in Section 166.0415, Florida Statutes, shall mean only the commercial zoning districts of the city, which consist only of properties zoned C-1, C-2, and C-3, and no other zoning district.

(d) *Eligible Zoning District* includes the Commercial and Industrial zoning districts identified in this Section.

(d) *Height within One Mile*, as used in Section 166.0415, Florida Statutes, shall mean one (1) mile as a human being can travel along the public streets of the city within the normal permitted lanes of travel from the center point of the proposed Affordable Housing Project to the center point of another property. Height within One Mile shall not mean a straight-line distance as a bird might travel.

(e) *Highest Currently Allowed Density*, as used in section 166.0415, Florida Statutes, shall mean the highest number of units per acre established by the "High Density Residential" future land use map designation within the adopted City of Ocoee Comprehensive Plan. Highest Currently Allowed Density does not include densities greater than that permitted in the High Density Residential land use designation to which a development may be entitled to receive via a density bonus, special exception, agreement to resolve a claim, variance, or as otherwise recognized as a non-conforming or grandfathered use.

(f) *Highest Currently Allowed Height* as used in section 166.0415, Florida Statutes, shall only mean the higher of either three (3) stories or a real building's or development's Height Within One Mile of the proposed Affordable Housing Project, as defined in this Section and as determined by reference to the maximum height allowed by Table 5-2 in Article V of the Ocoee Land Development Code for a commercial or residential development. Highest Currently Allowed Height shall not include any height awarded to any development project as a bonus, special exception, agreement to resolve a claim, variance, or allowed as a non-conforming or grandfathered use, or include any projections not used for human occupancy under Section 5-5 of the Ocoee Land Development Code.

(g) *Industrial* as used in Section 166.0415, Florida Statutes, shall mean only the I-1 and I-2 industrial zoning districts of the city and no other zoning district.

(h) *Live Local Act* refers specifically to Senate Bill 102, signed by the Governor of Florida on March 29, 2023, effective July 1, 2023, and codified as to municipalities at Section 166.04151 *et seq.*, Florida Statutes.

(2) **Permitted Zoning, Parking, Density and Height.**

(a) *Zoning*. Affordable housing projects under Live Local Act shall be permitted only in the Commercial and Industrial zoning districts of the City.

(b) *Parking*. Affordable Housing Projects must meet all parking requirements under the Ocoee Land Development Code, unless such project is located within one-half (1/2) mile of and accessible by a major transit stop, in which case, a parking reduction supported by appropriate documentation will be considered.

(c) *Allowed Density*.

1. An Affordable Housing Project is entitled to the Highest Allowed Density in the City, as defined in this Section.

2. An Affordable Housing Project may be awarded a density bonus if it meets the same architectural enhancement requirements for a density bonus as a project that does not qualify as an Affordable Housing Project.

4. *Allowed Height*. An Affordable Housing Project is entitled to the Highest Allowed Height, as defined in this Section. Building height shall be measured from the average grade of the crown of a street or streets abutting

the property, measured from the centerline to the roof peak. Within special flood hazard areas, building height shall be measured from the required design flood elevation line to the roof peak.

(3) **Compliance with Land Development Regulations.** The proposed Affordable Housing Project must comply with all land development regulations applicable to the zoning district in which the project is proposed, except only to the extent the Live Local Act expressly preempts local ordinances with respect to density, height and parking.

(4) **Process for Administrative Approval**

(a) *Submission*. An application for administrative approval of a qualifying Affordable Housing Project located within an Eligible Zoning District, shall include:

1. *Application Fee*. Payment of an application fee according to the fee schedule in effect at the time of the application;

2. *Purchase and Sale Agreement*. If the applicant is not the owner of record, then the applicant shall submit a copy of a fully executed contract or agreement to purchase the real property for the Affordable Housing Project, which shows the dates of effectiveness and due diligence periods, though the purchase price and any financing terms may be redacted;

3. *Application Form*. Any application form required by the city;

4. *Project Narrative*. The application shall contain a narrative which demonstrates the Affordable Housing Project's compliance with Section 166.04151(7)(a) - (g), Florida Statutes.

5. *Site Development Plan*. The application shall include a site development plan complying with Section 4-3 of the Ocoee Land Development Code and shall include a site data table identifying:

(a) the number of total units;

(b) the number of Affordable Housing units;

(c) the number of dwelling units per acre;

(d) the height of all proposed buildings;

(e) a description of how the tallest building or buildings meet the Highest Allowed Height;

(f) for any multifamily rental development, calculations demonstrating that at least forty (40) percent of the residential units are affordable units as defined by Section 420.0004, Florida Statutes, for a period of at least thirty (30) years; and

(g) for any mixed-use project, calculations demonstrating that at least sixty-five (65) percent of the total square footage is used for residential purposes.

6. *Building Elevations and Materials*. The application shall include architectural renderings (labeled with compass orientation) and building materials for all building elevations for each proposed building;

7. *Affidavit of Commitment*. The application for an Affordable Housing Project shall include an executed Affidavit of Commitment to City of Ocoee's Affordable Housing standards, which shall attest to: (a) a 30-year commitment to provide Affordable Housing as defined by section 420.0004, Florida Statutes; (b) an

acknowledgement of the City's right to monitor and audit records for a minimum of 30 years of operation; (c) an acknowledgement of the responsibility of the owner and operator of the Affordable Housing Project to submit an annual Certification of Compliance, attested to by a certified public accountant, that the tenants residing in the designated Affordable Housing units meet the reported income eligibility requirements for Affordable Housing and that the rent charged for at least 40% of the units provide Affordable Housing under section 420.0004, Florida Statutes; and (d) further acknowledge the penalties for non-compliance as set forth in this section.

8. Any other information reasonably required by the City that is consistent with the intent and purpose of this section and the Live Local Act.

(b) *Sufficiency Review*. Within ten (10) days of receiving an application for an Affordable Housing Project, the city shall complete a sufficiency review of the materials submitted and respond to the applicant that the application is either complete or shall specify what items are still required. The applicant shall then provide the items required to make the application complete, which shall then begin another ten (10) day sufficiency review period, and so on until a complete application is received. An Application for Building Permits shall be processed in accordance with Section 553.792, Florida Statutes. A contract to purchase the real property for which the Affordable Housing Project is proposed must be in full force and effect during the sufficiency review periods. If any contract expires within such time periods, then the city shall not begin or complete the sufficiency review.

(c) *Review Procedures*. The application shall comply with the site plan review procedures established in Section 4-3, Article IV, except that large-scale project applications shall not be required to undergo public hearings before the Planning and Zoning Commission or the City Commission, as enumerated in the various subsections of Section 4-3.

(5) **Recording of Deed Restrictions, Subordination of Liens, and Annual Certification.**

(a) *Covenant of Deed Restrictions*. When the City approves an Affordable Housing Project under this Section, the applicant must, prior to approval of a Preliminary Site Plan, execute and record in the public records of Orange County a Covenant of Deed Restrictions running with the land with terms acceptable to, and enforceable by the City that:

1. Prohibits any Affordable Housing unit from being rented or sold at a price exceeding the threshold for housing that is affordable for very low-income, low-income, or moderate-income persons, or to a buyer who is not eligible due to their reported income under Section 420.0004, Florida Statutes, or as subsequently defined by Florida law;

2. Is binding on the applicant and all successors and assigns for at least 30 years from the date the City issues a Certificate of Occupancy, consistent with the Live Local Act;

3. Acknowledges the city's enforcement remedies, including a daily code enforcement fine for each unit that is in violation of the requirement to provide Affordable Housing for at least 40 percent of all units for thirty years, and for failure

to timely provide an annual Certification in which a certified public accountant attests to compliance with the Live Local Act;

(b) *Subordination of Liens*. Any mortgage holders or holders of any other encumbrance on the property proposed for the Affordable Housing Project must execute and record a subordination of their lien interest to such deed restrictions prior to, or simultaneously with the recording of the deed restrictions required by this subsection.

(c) *Annual Certification of Compliance*. By no later than March 30th of each full year after a certificate of occupancy is issued, for a total of thirty years from the date of the certificate of occupancy, the owner or operator of the Affordable Housing Project shall submit to the City Clerk a Certification in which a certified public accountant attests that the Affordable Housing Project meets the requirements of Section 166.04151, Florida Statutes, insofar as:

i. At least 40 percent of the residential units are rented as Affordable Housing as defined in s. 420.0004, Florida Statutes; and

ii. The tenants living within the designated Affordable Housing units are eligible to do so based on their reported household income, as defined in Section 420.0004, Florida Statutes.

(6) **Equivalent Treatment of all Dwelling Units.**

As a condition of approval of any Final Site Plan and prior to the issuance of any site or building permits for construction of the proposed Affordable Housing Project, such project must demonstrate and commit that:

(a) All affordable dwelling units and market rate dwelling units shall be located within the same structure(s); and

(b) The exterior of the Affordable Housing units shall be indistinguishable from market rate dwelling units; and

(c) All common areas and amenities shall be accessible and available to all residents, regardless of whether they reside in Affordable Housing or market rate dwelling units; and

(d) Access to the required Affordable Housing units shall be provided through the same principal entrance(s) and driveways utilized by all other dwelling units in the project; and

(e) The sizes and number of bedrooms in the affordable dwelling units shall be proportional to the square footage and number of bedrooms in the market rate dwelling units (e.g., if 25 percent of the market rate dwelling units consist of two-bedroom units, then 25 percent of the affordable dwelling units shall also have two bedrooms units).

(7) **Enforcement.**

(a) Violations of this Section and the commitment to provide Affordable Housing shall be subject to a fine of no less than $250.00 per day for each unit in violation, either because an ineligible person resides in the unit or the unit is rented at a level in excess of the threshold for Affordable Housing, and for each day the Annual Certification of Compliance is not received by the city by March 30th of every year, as required by this Section.

(b) The owner and operator shall be liable for and shall reimburse the City for costs and reasonable attorney's fees that the City may incur in the enforcement of these provisions.

(c) The Special Magistrate of the City of Ocoee, and in the Special Magistrate's absence the Code Enforcement Board, shall be authorized to enforce the provisions of this Section. Any fines assessed shall become a lien on the real property in violation and on any personal property of the violator if not paid to the City within 60 days of the Order imposing fines.

(8) **Repeal of the Live Local Act**. Should the Live Local Act, or any specific portion thereof, be repealed, the sections of this Ordinance that specifically reference the Live Local Act, or the specific repealed portion thereof, shall be immediately nullified, except that the annual Certification of Compliance, the Covenant of Deed Restrictions, and the City's right to enforce such deed restrictions, shall continue for thirty (30) years after issuance of a Certificate of Occupancy.

SECTION 2: SEVERABILITY AND CORRECTION OF ERRORS. The provisions of this Ordinance are declared to be severable and if any section, paragraph, sentence or word of this Ordinance or the application as to any person or circumstance is held invalid, that invalidity shall not affect other sections or words or applications of this Ordinance. If any part of this Ordinance is found to be preempted or otherwise superseded, the remainder of this Ordinance shall nevertheless be given full force and effect to the extent permitted by the severance of such preempted or superseded part. The City Clerk is given liberal authority to ensure proper codification of this Ordinance, including the right to correct scrivener's errors.

SECTION 3: CONFLICTS. In the event of a conflict between this Ordinance and any other ordinance of the City of Ocoee, this Ordinance shall control to the extent of any such conflict.

SECTION 4: EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and in accordance with Florida law.

PASSED AND ADOPTED this _____ day of _____, 2024.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

_____
Melanie Sibbitt, City Clerk

_____
Rusty Johnson, Mayor

(SEAL)

LPA HEARING: _____, 2024
ADVERTISED _____, 2024
READ FIRST TIME _____, 2024.
READ SECOND TIME AND ADOPTED _____, 2024.
UNDER AGENDA ITEM NO. _____

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

By: _____
Richard S. Geller
City Attorney

STAFF REPORT

Meeting Date: March 5, 2024
Item #: 11

Contact Name: Rick Geller, City Attorney
Contact Number:

Department Director: Rick Geller, City Attorney
City Manager: Robert Frank

Subject: Second Reading of Ordinance on City Commission Initiated Charter Amendments to Sections C-9, C-10, and C-17. (City Attorney Geller)

Background Summary:
The First Reading of the Ordinance was held on February 20, 2024.

Members of the City Commission have asked the City Attorney on various occasions whether the City's citizens could vote to amend the City Charter in response to a Court Order entered by a Circuit Court Judge on December 7, 2023, that limited the Commission's authority to regulate the candidacy of those running for the City Commission.

On February 6, 2024, the City Commission, through consensus, officially directed the City Attorney to recommend revisions to the City Charter. The attached Ordinance contains three recommended amendments, to Sections C-9, C-10, and C-17, as described below.

The City Commission's Interpretation of Section C-17, City Charter

On November 7, 2023, the City Commission adjudged that Section C-17 of the City Charter barred a former City Commissioner from running in the March 2024 election to recapture the last year of the term of office from which he had submitted an "irrevocable" letter of resignation under Florida's Resign-to-Run statute, Florida Statutes § 99.012. Section C-17 states in pertinent part:

> **Filling of vacancies**. If any vacancy…occurs in the City Commission, an eligible person shall be selected by the City Commission within thirty (30) days of the vacancy to serve until the successor is elected. …. The successor to the office of…Commissioner shall be elected at the next general city election if such election is to be held within twelve (12) months of the vacancy. …. The successor shall serve for the unexpired term of the member who created the vacancy.

Based on *Black's Law Dictionary's* definition of "successor" as "one who replaces or follows another," the City Commission determined that Section C-17 must refer to two different people—the "member who created the vacancy" and member's "successor." The former Commissioner could not be both people; however, he could run for the seat after his original term expires, in the March 2025 election.

Circuit Court Order

On December 7, 2023, in the case of *Oliver v. Sibbitt* (Case No. 2023-CA-017123-O), an Orange County Circuit Court Judge entered an Order Granting Emergency Motion for Temporary Injunction. The Circuit Judge ordered the City Clerk to accept the former City Commissioner's qualifying papers as a candidate in the March 2024 election. The Circuit Judge never criticized or otherwise addressed the City Commission's interpretation of Section C-17, having never reached the issue. Instead, the Circuit Judge held that the City Commission lacked authority under the City Charter to adjudicate the former Commissioner's qualifications as a candidate. The Circuit Judge wrote (emphasis added by the court):

> The City Charter does not give the City the right to judge the qualifications of candidates. Instead, Section C-10 of the Ocoee City Charter states, '[t]he City Commission shall be the judge of the election and qualifications of its **members** and of the grounds for forfeiture of their office...' (*emphasis added*). It is clear Plaintiff is not a member of the City Commission and therefore, the City Commission is not the judge of his qualifications as a candidate.

Hence, the Circuit Judge differentiated between members of the Commission and those who seek election to become a member, narrowly interpreting the City Commission's role as "judge of the election" so as to exclude candidacy for election. Under this interpretation, an unqualified candidate for the City Commission can submit qualifying papers, run for office, siphon votes from one or more qualified candidates, and win election without the City Commission having any recourse before the election.

The City decided not to appeal the Order, considering both the expense to the City and the ability of the City's citizens to, in effect, overturn the Judge's decision at the voting booth.

Section C-9 – Interpreting and Enforcing the Charter

To remove any doubt created by the Order and to confirm or establish that the City Commission has authority to interpret and enforce the City's own governing Charter, a proposed amendment to Section C-9 of the Charter would add:

> The City Commission has the authority to interpret and enforce the provisions of this Charter, which shall be binding unless such interpretation and enforcement is held by a court of competent jurisdiction, including after any appeals, to be clearly erroneous, arbitrary, capricious, or otherwise unconstitutional.

Section C-10 – Adjudging Qualifications of Candidates

A proposed amendment to Section C-10 of the Charter would confirm or establish the authority that the City Commission believed it possessed on November 7, 2023, to adjudge the qualifications of, not only its elected members, but also of candidates and persons seeking to qualify as candidates to

the City Commission in an election. Amended Section C-10 would state:

> The City Commission shall be the judge of the qualifications and eligibility of candidates for the City Commission, the election and qualifications of its members, and of the grounds for forfeiture of their office under this Charter.

The amendment would also state that the City Commission has the power to

> establish procedural rules for implementing this section and ensuring due process, including reasonable notice to affected parties. …. Decisions made by the City Commission under this section shall be subject to review by ~~the~~ a court~~s~~ of competent jurisdiction on a petition for writ of certiorari.

A petition for writ of certiorari is the proper method of seeking an appellate-level review of a local government's quasi-judicial decision. On a petition for writ of certiorari, a court can quash a local government's quasi-judicial decision that fails to comply with procedural due process, is not based on competent substantial evidence, or otherwise departs from the essential requirements of law resulting in a miscarriage of justice.

Section C-17 – Irrevocable Resignation

Finally, an amendment to Section C-17 would confirm or establish that the City Commission correctly adjudged on November 7, 2023, that a member who resigns from their office cannot thereafter seek to recapture any part of the same term of office. The amendment would state:

> The successor shall serve for the unexpired term of the member who created the vacancy. A member who resigns from their office cannot thereafter seek election to any part of the same term of office from which the member resigned.

The City Commission's Options

Section C-59 authorizes the City Commission to appoint a Charter Review Commission "at such times as deemed necessary…." Therefore, if deemed necessary, the City Commission could reconvene the Charter Review Commission to make a recommendation back to the City Commission on whether to place the proposed amendments on the ballot.

Alternatively, the City Commission could decide that reconvening the former Charter Review Commission to make recommendations about the Commission's own authority is not necessary. The City Commission can ask the voters directly to consider the proposed amendments. 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 …. The governing body of the municipality shall place the proposed amendment contained in the ordinance…to a vote of the electors at the next general election held within the municipality or at a special election called for such

> purpose. …. A municipality may amend its charter pursuant to this section notwithstanding any charter provisions to the contrary.

Therefore, the City Commission can decide to conduct two readings of the attached Ordinance and place one or all three of the proposed Charter amendments on the November 5, 2024 ballot. The ordinance would become effective on March 20, 2024, the day after the March 19, 2024, general city election.

Issue:
Should the Honorable Mayor and City Commissioners (1) reconvene the former Charter Review Commission to consider the recommended Charter amendments; or (2) approve of one or all three of the proposed Charter amendments to Sections C-9, C-10, and C-17 of the City Charter and proceed with placing them on the November ballot?

Recommendations:
The City Attorney recommends the Honorable Mayor and City Commissioners (1) reconvene the former Charter Review Commission to consider the recommended Charter amendments; or (2) bypass the Charter Review Committee and approve of one or all three of the proposed Charter amendments to Sections C-9, C-10, and C-17 of the City Charter and proceed with placing them on the November ballot.

Attachments:
1. Ordinance
2. Legal Ad

Financial Impacts:
None

Type of Item: Second Reading Public Hearing

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, PROPOSING AMENDMENTS TO THE CITY OF OCOEE'S CHARTER PERTAINING TO:

(1) § C-9, TO CONFIRM OR ESTABLISH THAT THE CITY COMMISSION HAS AUTHORITY TO INTERPRET AND ENFORCE THE PROVISIONS OF THE CHARTER, AND PROVIDING FOR JUDICIAL REVIEW; AND

(2) § C-10, TO CONFIRM OR ESTABLISH THAT THE CITY COMMISSION HAS AUTHORITY TO INTERPRET AND ADJUDGE THE QUALIFICATIONS AND ELIGIBILITY OF CANDIDATES FOR THE COMMISSION, ESTABLISH PROCEDURAL RULES TO PROVIDE NOTICE AND DUE PROCESS TO ANY AFFECTED PARTIES, AND PROVIDE FOR JUDICIAL REVIEW; AND

(3) § C-17, TO CONFIRM THAT A COMMISSION MEMBER WHO RESIGNS FROM THEIR OFFICE CANNOT THEREAFTER SEEK ELECTION TO ANY PART OF THE SAME TERM OF OFFICE FROM WHICH THE MEMBER RESIGNED; AND

PROVIDING A FORM OF BALLOT FOR THE PROPOSED AMENDMENTS AT THE NEXT GENERAL CITY ELECTION AFTER THE EFFECTIVE DATE OF THIS ORDINANCE, ON NOVEMBER 5, 2024 OR AS OTHERWISE SET BY THE CITY COMMISSION; DIRECTING THE CITY CLERK TO FILE THE REVISED CHARTER AS APPROVED BY THE VOTERS WITH THE FLORIDA DEPARTMENT OF STATE; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS section C-10 of the City Charter states that the City Commission "shall be the judge of the election and qualifications of its members"; and

WHEREAS, the City Commission interprets section C-10 to mean that the City Commission has authority to not only judge the election and qualifications of its elected members but judge the eligibility and qualifications of those seeking to become a member of the City Commission through an election; and

WHEREAS, the Charter Review Commission appointed on April 18, 2023, interpreted the City Commission to have such authority under section C-10, and proposed no changes to section C-10 for the ballot at the next general city election, on March 19, 2024;

WHEREAS, in an Order Granting Emergency Motion for Temporary Injunction entered on December 7, 2023, an Orange County Circuit Judge in case of *Oliver v. Sibbitt* (Case No. 2023-CA-017123-O) held, "The City Charter does not give the City the right to judge the qualifications of candidates. Instead, Section C-10 of the Ocoee City Charter states, '[t]he City Commission shall be the judge of the election and qualifications of its **members** and of the grounds for forfeiture of their office...' (*emphasis added [by the court]*). It is clear Plaintiff is not a member of the City Commission and therefore the City Commission is not the judge of his qualifications as a candidate."

WHEREAS, the City Commission disagrees with the Circuit Judge's holding, but to remove any doubt, the City Commission wishes for the City's voters to confirm the City Commission's authority to interpret and enforce the City Charter;

WHEREAS, the City Commission seeks to confirm or establish its authority to adjudge the qualifications and eligibility of, not only its elected members, but also of candidates and persons seeking to qualify as candidates for election to the City Commission;

WHEREAS, section C-17 of the City Charter (Filling of vacancies) states in relevant part, "The successor to the office of Mayor or Commissioner shall be elected at the next 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"; and

WHEREAS, *Black's Law Dictionary* (10th ed. 2014) defines "successor" as "A person who succeeds to the office, rights, responsibilities, or place of another; one who replaces or follows a predecessor"; and

WHEREAS, "Florida courts have generally defined a successor as "he that followeth or cometh in another's place" or, more recently, as one "who follows or takes the place another has left and sustains the like part or character." *Argonaut Ins. Co. v. Commercial Standard Ins. Co*., 380 So. 2d 1066, 1068 (Fla. 2d DCA 1980) (quoting *Beatty v. Ross*, 1 Fla. 198, 209 (1847)); and

WHEREAS, the City Commission interprets "the successor" and "the member who created the vacancy," as used in section C-17, as referring to two different people; and

WHEREAS, Florida's Resign-to-Run Act, § 99.012(b), Florida Statutes, requires an "irrevocable" resignation by a member to run for another office; therefore, a member who creates a vacancy by resignation must resign irrevocably and cannot thereafter seek election to any part of "the unexpired term" from which the member resigned;

WHEREAS, the City Commission wishes for the City's voters to confirm the City Commission's understanding that, under the Charter, a member who resigns from their office cannot thereafter seek election to any part of the same term of office from which the member resigned; and

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 …. The governing body of the municipality shall place the proposed amendment contained in the ordinance…to a vote of the electors at the next general election held within the

municipality or at a special election called for such purpose." Further, § 166.031(3) states, "A municipality may amend its charter pursuant to this section notwithstanding any charter provisions to the contrary," and

WHEREAS, pursuant to Florida Statutes § 166.031, the City Commission conducted advertised public hearings and has adopted this Ordinance to submit the proposed Charter amendments set forth herein to the voters at the next general city election after the effective date of this Ordinance, on November 5, 2024 or as otherwise set by the City Commission; and

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 its Home Rule and other powers set forth in Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes, including Florida Statutes §§ 166.021 and 166.031, as well as Chapter 5 of the City Code pertaining to elections and C-13 and C-14 of the City Charter as "the legislative body of the city" to "adopt any ordinances."

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-9 of the Charter ([City Commission] created, composition, designation, election generally):

4.1 **Text of the Amendment**. The City shall submit the following proposed amendment to § C-9 of the Charter to the qualified electors of the City of Ocoee:

> **§ C-9. [City Commission] created, composition, designation, election generally.**
>
> There is hereby created a City Commission, to consist of five (5) members, one (1) of whom shall be known and designated as the "Mayor"; the other four (4) shall be known and designated as "Commissioners." One (1) of the Commissioners shall also be known and designated as "Mayor pro tem." The Mayor shall represent the city at large, and the Commissioners shall each represent the single-member district in which they reside. The Mayor shall be elected by the electors of the city at large. Each of the Commissioners shall be elected by the electors residing only in the respective single-member district which he represents on the City Commission. The Mayor pro tem shall be elected from among the Commissioners by the City Commission but shall continue to represent the district in which such Commissioner resides. The Mayor pro tem shall be elected at the first City Commission meeting following the swearing in of the candidates elected at each general

city election (unless there is a runoff election, in which case the Mayor pro tem shall be elected at the first City Commission meeting following the swearing in of the candidates elected at such runoff election) and shall serve as Mayor pro tem until the successor is elected. The City Commission shall hold office in the manner hereinafter provided and shall constitute the governing body and authority of the City of Ocoee with all the powers and privileges herein granted and provided. The City Commission has the authority to interpret and enforce the provisions of this Charter, which shall be binding unless such interpretation and enforcement is held by a court of competent jurisdiction, including after any appeals, to be clearly erroneous, arbitrary, capricious, or otherwise unconstitutional. Except as otherwise provided in this Charter, whenever this Charter contains a reference to "all members of the City Commission", such reference shall include the entire City Commission and shall not be construed to include only those members present and voting.

4.2 **Ballot Title and Questions**. The ballot title and summary for the proposed amendment to § C-9 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-9, OCOEE CITY CHARTER, AUTHORIZING CITY COMMISSION TO INTERPRET AND ENFORCE CHARTER.

Section C-9 of the City of Ocoee's Charter shall be amended to provide that the City Commission has authority to interpret and enforce the City Charter subject to review of such decisions by a court of competent jurisdiction.

Shall the above-described amendment be adopted?

___ YES

___ NO

SECTION 5. Proposed Amendment to § C-10 of the Charter (Judge of qualifications):

5.1 **Text of the Amendment**. The City shall submit the following proposed amendment to § C-10 of the Charter to the qualified electors of the City of Ocoee:

§ C-10. Judge of qualifications.

The City Commission shall be the judge of the qualifications and eligibility of candidates for the City Commission, the election and qualifications of its members, and ~~of~~ the grounds for forfeiture of their office under this Charter. ~~and f~~ For ~~that~~ these purposes, the City Commission has ~~shall have, to the extent permitted by law,~~ the power to censure, subpoena witnesses, administer oaths, ~~and~~ require the production of evidence, and establish procedural rules for implementing this section and ensuring due process, including reasonable notice to affected parties. A member charged with

conduct constituting grounds for forfeiture of office shall be entitled to a public hearing on demand. ~~and notice of such~~ a ~~hearing shall be published in a newspaper of general circulation in the city at least seven (7) days prior to the hearing.~~ Decisions made by the City Commission under this section shall be subject to review by ~~the~~ a courts of competent jurisdiction on a petition for writ of certiorari. Nothing contained herein shall be construed to deprive any candidate or member of the City Commission of ~~such member's right to~~ due process under the Constitution and the laws of the United States and the State of Florida.

5.2 **Ballot Title and Questions**. The ballot title and summary for the proposed amendment to § C-10 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 #2

AMENDMENT OF § C-10, OCOEE CITY CHARTER, TO AUTHORIZE CITY COMMISSION TO JUDGE CANDIDATE QUALIFICATIONS.

Section C-10 of the City of Ocoee's Charter shall be amended to provide that the City Commission has authority to judge the qualifications and eligibility of candidates for the Commission, establish procedural rules for C-10, including ensuring that notice and due process is given to affected persons, and provide for review of such decisions by a court of competent jurisdiction.

Shall the above-described amendment be adopted?

___ YES

___ NO

SECTION 6. Proposed amendment to § C-17 of the Charter (Filling of Vacancies)

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. Vacancies; forfeiture of office; filling of vacancies.

A. Vacancies. The office of a member of the City Commission shall become vacant upon the member's death, resignation, forfeiture of office or removal from office in any manner authorized by law.

***

C. Filling of vacancies.

1. Interim Members. 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 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 thereafter resume representation of ~~his~~ their single-member district for the remainder of the term.

2. Successors. The successor to the office of Mayor or Commissioner shall be elected at the next 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. A member who resigns from their office cannot thereafter seek election to any part of the same term of office from which the member resigned. 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 within ninety (90) days of appointment.

6.2 **Ballot Title and Questions**. The ballot title and summary for the proposed amendment to § C-10 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-17, OCOEE CITY CHARTER, PRECLUDING RESIGNING MEMBER FROM ELECTION TO SAME TERM

Section C-17 of the City of Ocoee's Charter shall be amended to state that a member of the City Commission who resigns cannot thereafter seek election to any part of the same term of office from which the member resigned.

Shall the above-described amendment be adopted?

___ YES

___ NO

SECTION 7. Miscellaneous.

7.1 **Codification & Corrections.** If the Charter amendment provided for in this Ordinance receives affirmative votes from the majority of the votes cast, such amendment 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.

In the event it becomes necessary, as determined by the City Commission, to make any modification to any ballot question, ballot summary, or to remove a proposed charter amendment from the ballot contained herein after adoption of this ordinance, the City Commission may make such modification by resolution.

7.2 **Directions to City Staff.** City Staff, under direction of the City Manager, are authorized to take such actions as are necessary and advisable to effect and carry out this Ordinance and the Charter amendments and election provided for herein, including working with the Orange County Supervisor of Elections to put the questions set forth herein on the ballot at the next general city election after the effective date of this Ordinance, on November 5, 2024 or as otherwise set by the City Commission. 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.

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

7.4 **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.

7.5 **Effective Date**. This Ordinance shall become effective on March 20, 2024, or as soon thereafter as this Ordinance is approved on a second reading. 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 Orange County Supervisor of Elections or other appropriate officer or entity.

PASSED AND ADOPTED this ___ day of _____, 2024.

ATTEST:

_____
Melanie Sibbitt, City Clerk

(SEAL)

APPROVED:
CITY OF OCOEE, FLORIDA

_____
Rusty Johnson, Mayor

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

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

FISHBACK DOMINICK

By: _____
Richard S. Geller
City Attorney

S:\AKA\CLIENTS\Ocoee, City of\Charter Review - Elections O164-27414\Ordinance to Amend C-9, C-10, and C-17\Ordinance for Ballot Qs Amending C-9, C-10, and C-17 of the City Charter - rsg - 1 8 24.docx

CITY OF OCOEE
PUBLIC HEARING

A **Public Hearing** before the **Ocoee City Commission** will be held **Tuesday, March 5, 2024 at 6:15 p.m.** or as soon thereafter as may be heard, in the Commission Chambers of City Hall at 1 North Bluford Avenue, Ocoee, Florida, to consider the following ordinances:

AN ORDINANCE OF THE CITY OF OCOEE, ORANGE COUNTY, FLORIDA, RELATING TO THE CITY BUDGET; AMENDING THE CITY BUDGET ADOPTED BY ORDINANCE 2023-17 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024 BY PROVIDING FOR INCREASE OF APPROPRIATIONS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, RELATING TO THE CITY OF OCOEE MUNICIPAL POLICE OFFICERS' AND FIREFIGHTERS' RETIREMENT TRUST FUND; AMENDING ORDINANCE NUMBER 2010-019, AS SUBSEQUENTLY AMENDED; AMENDING SECTION 27, DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, PROPOSING AMENDMENTS TO THE CITY OF OCOEE'S CHARTER PERTAINING TO:
(1) § C-9, TO CONFIRM OR ESTABLISH THAT THE CITY COMMISSION HAS AUTHORITY TO INTERPRET AND ENFORCE THE PROVISIONS OF THE CHARTER, AND PROVIDING FOR JUDICIAL REVIEW; AND
(2) § C-10, TO CONFIRM OR ESTABLISH THAT THE CITY COMMISSION HAS AUTHORITY TO INTERPRET AND ADJUDGE THE QUALIFICATIONS AND ELIGIBILITY OF CANDIDATES FOR THE COMMISSION, ESTABLISH PROCEDURAL RULES TO PROVIDE NOTICE AND DUE PROCESS TO ANY AFFECTED PARTIES, AND PROVIDE FOR JUDICIAL REVIEW; AND
(3) § C-17, TO CONFIRM THAT A COMMISSION MEMBER WHO RESIGNS FROM THEIR OFFICE CANNOT THEREAFTER SEEK ELECTION TO ANY PART OF THE SAME TERM OF OFFICE FROM WHICH THE MEMBER RESIGNED; AND PROVIDING A FORM OF BALLOT FOR THE PROPOSED AMENDMENTS AT THE NEXT GENERAL CITY ELECTION AFTER THE EFFECTIVE DATE OF THIS ORDINANCE, ON NOVEMBER 5, 2024 OR AS OTHERWISE SET BY THE CITY COMMISSION; DIRECTING THE CITY CLERK TO FILE THE REVISED CHARTER AS APPROVED BY THE VOTERS WITH THE FLORIDA DEPARTMENT OF STATE; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

All interested parties are invited to attend and be heard with respect to the above. The Ocoee City Commission may continue the public hearing to other dates and times, as it deems necessary. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at such hearing, they will need a record of the proceedings, and for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. 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 at 407-905-3105 at least two days prior to the date of hearing.

February 22, 2024 24-00644W

STAFF REPORT

Meeting Date: March 5, 2024
Item #: 12

Contact Name: Rebecca Roberts
Contact Number: Ext. 1520

Department Director: Rebecca Roberts
City Manager: Robert Frank

Subject: Second Reading of Ordinance for FY 2024 Budget Amendment. (Finance Director Roberts)

Background Summary:
The First Reading of the Ordinance was held on February 20, 2024.

The Finance Department presented for City Commission approval the issuance of a $10 million note to partially fund the construction of the new Police Regional Training Facility. Funds are expected in the next few days. As per the City Charter, the Commission must authorize the use of all new revenue sources. Consequently, the Finance Department is presenting the anticipated receipt of the note funds for Commission consideration. The $10 million will be recorded as revenue in the General Fund and, after deducting any issuance costs, and transferred to the Capital Projects fund. This transfer is earmarked specifically for the Regional Training Facility. The City is mandated to conduct an annual analysis of the performance of its self-funded health insurance fund, based on the calendar year, with the latest assessment covering the year 2023.

State regulations stipulate that all self-insured funds must maintain a fund balance of at least 16% relative to claims (approximately 2 months claims coverage). Our analysis indicates that, due to an extraordinary increase in claims and administrative costs, our reserves have fallen to 23%. Further examination reveals that, without an augmentation in fund contributions, the balance is projected to dip below the required minimum by the end of the calendar year 2024.

Therefore, an increase in employer contributions is deemed necessary across all operating funds, as outlined below:

General Fund	$1,425,873
Water/Wastewater Fund	$ 197,000
Stormwater Fund	$ 35,500
Solid Wase Fund	$ 5,000
CRA	$ 7,900
Total Increase to HIF	$1,671,273

The Finance Department collaborates consistently with City project managers to assess the progress of capital projects, aiming to pinpoint completed projects and any remaining funds that can be refunded to the General Fund reserves. In the course of our evaluation, we have identified several such projects.
Finance has identified $2,290,312 that can be returned to the General Fund reserves.

Furthermore, Finance regularly scrutinizes the City's capital expenditures to ensure optimal utilization of various funding sources. An opportunity was identified to enhance the use of a portion of the Capital Improvement Bond (CIB) funds and a segment of the Fire Impact Fee funds. Finance is reallocating $329,231 from a closed CIB-funded project to an eligible open project, freeing up the same amount to be returned to the General Fund reserve. Additionally, Finance has identified an opportunity to allocate available and eligible Fire Impact Fee funds for the recently approved purchase of a tower truck, thereby making an additional $1,500,000 available for return to the General Fund reserves.

Issue:
Should the Honorable Mayor and City Commissioners approve the proposed budget amendment as described and detailed in the attached schedule?

Recommendations:
Staff recommends that the Honorable Mayor and City Commissioners approve the proposed budget amendment as described and detailed in the attached schedule.

Attachments:
1. Ordinance
2. Mid Year Amendment Schedule 2024
3. Legal Ad

Financial Impacts:
The fund balances of the funds detailed in the attachment will be affected by this amendment.

Type of Item: Second Reading Public Hearing

ORDINANCE NO. 2024-

AN ORDINANCE OF THE CITY OF OCOEE, ORANGE COUNTY, FLORIDA, RELATING TO THE CITY BUDGET; AMENDING THE CITY BUDGET ADOPTED BY ORDINANCE 2023-17 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024 BY PROVIDING FOR INCREASE OF APPROPRIATIONS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

SECTION 1. Authority. The City Commission of the City of Ocoee has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapter 166 Florida Statutes, and Section C-38 of Article VI of the Charter of the City of Ocoee.

SECTION 2. Intent and Purposes. The City of Ocoee budget for the Fiscal Year beginning October 1, 2023, and ending September 30, 2024, as adopted by Ordinance 2023-17 is hereby amended as follows:

Increase of revenues totaling $10,000,000 in the General Fund, for the receipt of proceeds from the issuance of the Capital Improvement Note for the construction of the Police Regional Training Facility.

Increase of appropriations totaling $7,136,407 in the General Fund, an increase of $197,000 in the Water/Wastewater Fund, an increase of $35,500 in the Stormwater Fund, an increase of $5,000 in the Solid Waste Fund, an increase of $1,500,000 in the Fire Impact Fee Fund, and an increase in the CRA Fund of $7,900 as shown in detail, attached hereto and incorporated herein by reference are hereby confirmed, adopted and approved in all respects by the City Commission of the City of Ocoee.

A reallocation of capital project funding and refunding of General Fund expenditures of $3,790,312, as shown in detail, attached hereto and incorporated herein by reference are hereby confirmed, adopted and approved in all respects by the City Commission of the City of Ocoee.

SECTION 3. Appropriations. There are expressly appropriated out of anticipated revenues and monies necessary to meet the supplemental appropriations stipulated by and in said amended final budget.

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

SECTION 5. Effective Date. This Ordinance shall become effective ten (10) days after its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2024.

Space intentionally left blank

ATTEST:

_____
Melanie Sibbitt, City Clerk

(SEAL)

APPROVED:
CITY OF OCOEE, FLORIDA

_____
Rusty Johnson, Mayor

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

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

FISHBACK DOMINICK

By: _____
Rick Geller, City Attorney

FY 2024 Budget Amendment Schedule

General Fund		
General Government		
	Loan Proceeds	$ 10,000,000
	Police Regional Training Facility	$ (5,710,534)
	Employer Health Insurance Contributions	$ (1,425,873)
	Tower Truck Expenditure (Fund Balance)	$ 1,500,000
	Residual Capital Project Recovery (Fund Balance)	$ 2,290,312
	Total Impact on General Fund Fund Balance	$ 6,653,905
Fire Impact Fees		
	Tower Truck Expenditure Transfer	$ (1,500,000)
Water/Wastewater Fund		
	Employer Health Insurance Contributions	$ (197,000)
Stormwater Fund		
	Employer Health Insurance Contributions	$ (35,500)
Solid Wase Fund		
	Employer Health Insurance Contributions	$ (5,000)
CRA		
	Employer Health Insurance Contributions	$ (7,900)

CITY OF OCOEE
PUBLIC HEARING

A **Public Hearing** before the **Ocoee City Commission** will be held **Tuesday, March 5, 2024 at 6:15 p.m.** or as soon thereafter as may be heard, in the Commission Chambers of City Hall at 1 North Bluford Avenue, Ocoee, Florida, to consider the following ordinances:

AN ORDINANCE OF THE CITY OF OCOEE, ORANGE COUNTY, FLORIDA, RELATING TO THE CITY BUDGET; AMENDING THE CITY BUDGET ADOPTED BY ORDINANCE 2023-17 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024 BY PROVIDING FOR INCREASE OF APPROPRIATIONS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, RELATING TO THE CITY OF OCOEE MUNICIPAL POLICE OFFICERS' AND FIREFIGHTERS' RETIREMENT TRUST FUND; AMENDING ORDINANCE NUMBER 2010-019, AS SUBSEQUENTLY AMENDED; AMENDING SECTION 27, DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, PROPOSING AMENDMENTS TO THE CITY OF OCOEE'S CHARTER PERTAINING TO:
(1) § C-9, TO CONFIRM OR ESTABLISH THAT THE CITY COMMISSION HAS AUTHORITY TO INTERPRET AND ENFORCE THE PROVISIONS OF THE CHARTER, AND PROVIDING FOR JUDICIAL REVIEW; AND
(2) § C-10, TO CONFIRM OR ESTABLISH THAT THE CITY COMMISSION HAS AUTHORITY TO INTERPRET AND ADJUDGE THE QUALIFICATIONS AND ELIGIBILITY OF CANDIDATES FOR THE COMMISSION, ESTABLISH PROCEDURAL RULES TO PROVIDE NOTICE AND DUE PROCESS TO ANY AFFECTED PARTIES, AND PROVIDE FOR JUDICIAL REVIEW; AND
(3) § C-17, TO CONFIRM THAT A COMMISSION MEMBER WHO RESIGNS FROM THEIR OFFICE CANNOT THEREAFTER SEEK ELECTION TO ANY PART OF THE SAME TERM OF OFFICE FROM WHICH THE MEMBER RESIGNED; AND PROVIDING A FORM OF BALLOT FOR THE PROPOSED AMENDMENTS AT THE NEXT GENERAL CITY ELECTION AFTER THE EFFECTIVE DATE OF THIS ORDINANCE, ON NOVEMBER 5, 2024 OR AS OTHERWISE SET BY THE CITY COMMISSION; DIRECTING THE CITY CLERK TO FILE THE REVISED CHARTER AS APPROVED BY THE VOTERS WITH THE FLORIDA DEPARTMENT OF STATE; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

All interested parties are invited to attend and be heard with respect to the above. The Ocoee City Commission may continue the public hearing to other dates and times, as it deems necessary. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at such hearing, they will need a record of the proceedings, and for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. 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 at 407-905-3105 at least two days prior to the date of hearing.

February 22, 2024 24-00644W

STAFF REPORT

Meeting Date: March 5, 2024
Item #: 13

Contact Name: Michael Rumer
Contact Number: Ext. 1018

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Second Reading of Ordinance Updating the City's Code of Ordinances Chapter 45, Arbor Code. (Development Services Director Rumer)

Background Summary:

First Reading was held on February 20, 2024.

On November 7, 2023, the Ocoee City Commission placed a moratorium on tree removal permits whereby Homeowners Association or Property Owners Association requests a form of blanket tree removal permit to remove more than one (1) tree in a private right-of-way, landscape buffer, or common open space. Also, based on a new State law passed in 2022, the Florida legislature amended Section 163.045, Florida Statutes, to limit the circumstances under which the owners of residential property can remove trees without a permit, to require, at the time of tree removal, possession of documentation of an onsite Tree Risk Assessment report meeting industry standards signed by a certified arborist or licensed landscape architect.

Staff is proposing an amendment to the City's Code of Ordinances with an update to Chapter 45, Arbor Code, to provide a process for the City Commission to review tree removal applications in private residential right-of-ways, landscape buffers, and common open space areas; and to clarify existing regulations and revise the City's tree removal regulations and procedures to conform to both Section 163.045, Florida Statutes and the industry Risk Assessment standard of arborists and landscape architects.

The existing sections of the arbor code which include replacement requirements are proposed to remain with no amendments.

Issue:

Should the Honorable Mayor and City Commissioners approve an amendment to the City Code of Ordinances, Chapter 45 Arbor Code?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve an amendment to the City Code of Ordinances, Chapter 45 Arbor Code.

Attachments:

1. Redlined Ordinance
2. Legal Ad

Financial Impacts:
None

Type of Item: Second Reading Public Hearing

AN ORDINANCE OF THE CITY OF OCOEE AMENDING SECTION 45-4 OF ARTICLE I AND SECTION 45-13 OF ARTICLE II OF CHAPTER 45 OF THE CITY OF OCOEE CODE OF ORDINANCES TO CLARIFY THE DEFINITION OF A PROTECTED TREE, TO REQUIRE JUST CAUSE FOR REMOVAL OF A PROTECTED TREE AND TO PROVIDE FOR A STANDARD OF REVIEW, RISK ASSESSMENT CRITERIA, AND ADDITIONAL CONSIDERATIONS FOR ISSUANCE OF A TREE REMOVAL PERMIT; ESTABLISHING STANDARDS FOR DOCUMENTATION WHEN PROTECTED TREES ARE REMOVED WITHOUT A PERMIT; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Ocoee (the "City") recognizes the importance of maintaining or increasing the tree canopy within the City; and

WHEREAS, the City contains many species of native and non-native trees of significant size and quality that contribute in a positive way to the environment, scenic beauty and aesthetics of the City; and

WHEREAS, the Florida Urban Forestry Council has designated the City of Ocoee a Tree City USA community;

WHEREAS, the City recognizes that properly maintained trees increase property values, filter air pollutants, maintain the natural ecology, temper the effects of extreme temperatures, reduce stormwater runoff, prevent topsoil erosion, and otherwise help create and maintain the distinct identity and visual character of the City; and

WHEREAS, the City's Arbor Code, at Section 45-4, defines a "Protected Tree" as, "any tree that has a DBH of more than eight inches, and which is not otherwise exempted from this code. In addition, all palms with at least four and one-half feet of clear trunk between the ground level and lowest frond are declared to be protected trees. In addition, all specimen and historic trees are protected trees."

WHEREAS, the City finds that the wanton and wholesale destruction of Protected Trees in the City impairs scenic beauty, causes erosion, reduces property values, and causes heat islands, and may lead to other detrimental effects to the public's health, safety, and welfare; and

WHEREAS, the City seeks to prevent the misuse of the tree permitting system and prevent unjustified and unmitigated removal of healthy of trees, in order to continue its efforts to protect the City's scenic beauty, property values, and happiness of its citizens through proper tree maintenance, including tree thinning, root pruning, installation of root barriers and other arboricultural best management practices to safeguard and prevent significant damage to roads, sidewalks, and utility infrastructure;

WHEREAS, an onsite Risk Assessment is the industry standard for arborists and landscape architects to determine whether a Protected Tree should be removed;

WHEREAS, in 2022, the Florida legislature amended Section 163.045, Florida Statutes, to limit the circumstances under which the owners of residential property can remove trees without a permit, so as to require, at the time of tree removal, possession of documentation of an onsite Tree Risk Assessment report meeting industry standards signed by a certified arborist or licensed landscape architect;

WHEREAS, the City has deemed it necessary to clarify existing regulations and to revise the City's tree removal regulations and procedures to conform to Section 163.045, Florida Statutes, and the industry Risk Assessment standard of arborists and landscape architects to promote the City's health, safety, and welfare; and

WHEREAS, the City desires for the Development Services Department to administratively process most applications for tree removal; and

WHEREAS, the City desires that the City Commission shall determine whether to approve the removal of trees along private rights-of-way, landscape buffers, and common open space areas within a development in order to ensure the preservation of existing canopies; and

WHEREAS, the City finds that the standards set forth herein are reasonable, will promote and protect the best interests of residents and businesses of the City, and will ensure that the goals and policies of the City's tree preservation and protection laws are met; and

WHEREAS, the portions of Chapter 45, the Arbor Code, Sections 45-4 and 45-13 of the Code of Ordinances, are to be amended and modified as described in each section and amended to read as shown herein.

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

SECTION 1. That Chapter 45, the "Arbor Code," Section 45-4 of the Code of Ordinances is hereby amended and modified to amend the definition of a Protected Tree to read as follows (underlined language are additions; ~~stricken-through~~ language are deletions; sections not included are not being modified):

§ 45-4. - Definitions.

PROTECTED TREE — Any tree that has a DBH of ~~more than~~ eight (8) inches or greater and any tree, regardless of size and height, which has been newly planted as part of the construction of a single-family dwelling, subdivision infrastructure and open space areas/tracts, non-residential development or required replacement tree, and which is not otherwise exempted from this code. In addition, all palms with at least four and one-half (4½) feet of clear trunk between the ground level and the lowest frond are declared to be protected trees. In addition, all specimen and historic trees are protected trees.

SECTION 2. That Chapter 45, the "Arbor Code," Section 45-13 of the Code of Ordinances is hereby amended and modified to read as follows (underlined language are additions; ~~stricken-through~~ language are deletions; sections not included are not being modified):

§ 45-13. - Permit required.

A. *Permit Required for Removal of Protected Trees.* No person shall, directly or indirectly, put down, destroy, remove or move; or effectively destroy through damaging; or authorize the cutting down, destroying, removing, moving or damaging of any ~~p~~Protected ~~t~~Tree on private premises without first obtaining a permit from the Building Division ~~Department~~ unless otherwise provided herein, except that a tree removal permit is not required for a tree within a subdivision landscape buffer along a public right-of-way that is deemed or considered unsafe during construction by the Site Contractor where a road improvement project is underway. Submission of ~~A~~an application for a tree removal permit shall include any fee prescribed by the City's schedule of fees and photographs of the tree in question clearly showing the distress or disease of the tree and/or photographs of the infrastructure or other property damage, and shall be made on a forms provided by the City ~~Department~~. The application ~~and~~ shall contain, at a minimum, the following information:

(1) ~~Identification of the~~The property location ~~concerned~~ for tree removal by street address or, if not available, by ~~lot number and legal description~~parcel identification number.

(2) A plot plan/survey indicating the property boundaries, surrounding streets, north arrow, scale, location of tree to be removed, and location of all replacement trees, if applicable.

(3) A description of the tree and reason establishing just cause for removal.

B. *Just Cause Required for Removal*. No ~~tree~~ permit ~~will~~ shall be issued without the applicant demonstrating just cause for the removal of ~~the~~ a Protected Tree. Just cause means that the Protected Tree imposes an unacceptable risk, assessed as a moderate, high, or an extreme risk to persons or property, determined in accordance with the criteria set forth in this Section. ~~may be, but not limited to:~~

~~(1) Diseased.~~

~~(2) Injured, such as being struck by vehicle or lightning.~~

~~(3) In danger of falling too close to existing structure inflicting damage.~~

~~(4) In danger of falling too close to proposed structure inflicting damage.~~

~~(5) Interferes with utility services.~~

~~(6) Creates unsafe condition.~~

C. *Standard of Review*. Each application for a permit to remove a Protected Tree shall be reviewed, a site visit may be conducted by City staff or contractor, and a decision shall be rendered whether to approve or deny the application (in whole or in part) on the basis of the tree assessment standards set forth by the International Society of Arboriculture's Tree Risk Assessment Qualification (ISA TRAQ). If a Protected Tree poses an unacceptable risk to persons or property, it should only be approved for removal if all other professionally acceptable means of pruning, maintenance or thinning have been exhausted and removing the entire tree is the only means of practically mitigating its risk to persons or property to below moderate risk, as determined by the tree risk assessment procedures outlined in Best Management Practices – Tree Risk Assessment (2nd edition 2017).

D. *The Risk Assessment Criteria*. The ISA TRAQ considerations for Risk Assessment of trees include, but are not limited to:

(1) The topography where the tree is located, whether flat or sloped;

(2) Soil conditions;

(3) The health of the tree, including its vigor; whether foliage is normal, chlorotic or necrotic; evidence of any pest infestation; evidence of any abiotic factors affecting the health of the tree such as light, water, and soil; and identification of any failure(s) in branches, the trunk, or roots;

(4) Load factors on the tree, including wind exposure, relative crown size, crown density; the density of interior branches, and any vines growing on the tree;

(5) The condition of the trunk, including any lightning damage, damage if struck by a motor vehicle, heartwood or other decay; dead or missing bark; any cavity or nest hole; the load on any defective part of the tree, and likelihood of failure;

(6) The condition of the roots and root collar, including any dead roots, decay; soil weakness; the load on any defect in the roots and root collar, and likelihood of failure;

(4) For each part of the tree of concern, the likelihood of failure (categorized as Improbable, Possible, Probable, or Imminent), the likelihood of impact (categorized as Very Low, Low, Medium, or High), and the expected consequences of the tree impacting a target (categorized as Negligible, Minor, Significant, or Severe);

(5) An overall rating of the likelihood of the tree impacting a target, (categorized as Unlikely, Somewhat Likely, Likely, or Very Likely), based on the following Likelihood of Impact Matrix:

Likelihood of Failure	Likelihood of Impacting Target			
	Very Low	Low	Medium	High
Imminent	Unlikely	Somewhat likely	Likely	Very likely
Probable	Unlikely	Unlikely	Somewhat likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

(6) An overall risk rating for the tree (categorized as either Low, Moderate, High, or Extreme), based on the following Risk Rating Matrix:

Likelihood of Failure & Impact	Consequence of Failure			
	Very Low	Low	Medium	High
Very likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

(6) An identification of any mitigation options, including pruning one or more branches or roots that may reduce the overall Risk Rating to Low.

(7) An identification of any limitations on the inspection performed by the City, including a lack of visibility or access.

E. *Additional Considerations*. Additional considerations in determining whether to approve the removal of a Protected Tree may include, but are not limited to:

(1) Canopy coverage and available planting space on the lot.

(2) Significant to severe damage to structures or hardscapes, including sidewalks, roads, and swimming pools, which the City determines cannot be mitigated through measures other than tree removal, such as pruning of one or more branches or roots.

(3) Whether structural improvements on the property were designed to avoid or minimize potential need for the removal of the tree(s) under review.

(4) Whether denial of the permit would create an unreasonable hardship on the property owner by severely limiting the use of the property in a manner not typically experienced by owners of similarly zoned and situated properties. A minor reduction of the potential number of residential units or building size due to the tree location does not represent a severe limit of the economic enjoyment of the property.

(5) The applicant has demonstrated to the satisfaction of the City that no reasonable alternatives would allow preservation of the tree(s).

(F) *Separate applications*. A separate application and application fee must be submitted for the removal of Protected Trees to be removed if the trees are located on separate lots, tracts or parcels. A tree Risk Assessment must be conducted separately and an application fee paid for each tree to be removed.

(G) *Review by the City.*

(1) Administrative Review: The Development Services Department shall consider all applications for tree removal for administratively approval, except as otherwise stated herein.

(2) Commission Review: At a publicly noticed hearing, the City Commission shall consider for approval any application for tree removal or replacement of more than one (1) tree within a private road right-of-way, landscape buffer, or common open space tract. Such tree removal shall require issuance of a Large-Scale Tree Removal permit following City Commission approval.

(H) *Documentation Required for Tree Removal on Residential Property without a Permit*.

(1) A "Residential Property" under this section means a single family, detached building located on a lot that is actively used for single family residential purposes and that is either a conforming use or a legally recognized nonconforming use in accordance with the City's land development regulations.

(2) In accordance with Section 163.045, Florida Statutes, a property owner or other person who removes a Protected Tree on a Residential Property without a permit must, at the time of removal, possess written documentation of an onsite Risk Assessment signed by an arborist certified by the International Society of Aborciculture (ISA) or a Florida licensed landscape architect that the tree poses an unacceptable risk to persons or property. A Protected Tree poses an unacceptable risk if removal of the entire tree is the only means of practically mitigating its risk to below moderate, as determined by the tree risk assessment procedures outlined in Best Management Practices – Tree Risk Assessment (2nd edition 2017). Documentation of an onsite Risk Assessment, even if signed by a certified arborist or licensed landscape architect, that was conducted after a protected tree was removed without a permit shall not constitute appropriate or acceptable documentation or justification.

(3) The Risk Assessment must identify the credentials, name, address, office and cell phone number and certification signature of the certified arborist or Florida licensed landscape architect.

(4) Upon request, the onsite Risk Assessment must be presented to any city officer, employee or city contractor requesting review of such documentation. Within ten (10) days after commencement of the tree removal, the property owner shall have the onsite Risk Assessment delivered to the City's Development Services Department.

(5) Failure to comply with this subsection or any part thereof constitutes a violation of this code.

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

SECTION 4. 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 5. Effective Date. This Ordinance shall become effective upon approval at a second reading.

PASSED AND ADOPTED this _____ day of _____, 2024.

ATTEST:

APPROVED:
CITY OF OCOEE, FLORIDA

_____ _____

Melanie Sibbitt, City Clerk Rusty Johnson, Mayor

(SEAL)

ADVERTISED: _____, 2024

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

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

FISHBACK DOMINICK

By: _____
Richard S. Geller
City Attorney

Serial Number
24-00653W

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 March 5, 2024
Arbor Code

in the Court, was published in said newspaper by print in the

issues of 2/22/2024

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
FOR AN AMENDMENT TO CHAPTER 45 ARBOR CODE OF THE CITY OF OCOEE CODE OF ORDINANCES RELATING TO THE DEFINITION OF A PROTECTED TREE AND TREE REMOVAL REQUIREMENTS

NOTICE IS HEREBY GIVEN, that on **TUESDAY, MARCH 5, 2024, AT 6:15 P.M.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers located at 1 North Bluford Avenue, Ocoee, Florida, to consider a proposed amendment to Chapter 45 of the City of Ocoee Code of Ordinances pertaining to the definition of a Protected Tree in Section 45-4 of Article I and to the tree removal requirements in Section 45-13 of Article II.

AN ORDINANCE OF THE CITY OF OCOEE AMENDING SECTION 45-4 OF ARTICLE I AND SECTION 45-13 OF ARTICLE II OF CHAPTER 45 OF THE CITY OF OCOEE CODE OF ORDINANCES TO CLARIFY THE DEFINITION OF A PROTECTED TREE, TO REQUIRE JUST CAUSE FOR THE REMOVAL OF A PROTECTED TREE AND TO PROVIDE FOR A STANDARD OF REVIEW, RISK ASSESSMENT CRITERIA, AND ADDITIONAL CONSIDERATIONS FOR ISSUANCE OF A TREE REMOVAL PERMIT; ESTABLISHING STANDARDS FOR DOCUMENTATION WHEN PROTECTED TREES ARE REMOVED WITHOUT A PERMIT; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file may be inspected at the Ocoee Development Services Department, located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal holidays. The City Commission may continue the public hearing to other dates and times as it deems necessary. Any interested party shall be advised that the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearings and that no further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made during the public hearings will need a record of the proceedings and, for this purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. Persons with disabilities needing assistance to participate in any of the proceedings should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.
February 22, 2024 24-00653W

Lindsey Padgett

Sworn to and subscribed, and personally appeared by physical presence before me,

22nd day of February, 2024 A.D.

by Lindsey Padgett who is personally known to me.

Notary Public, State of Florida
(SEAL)

Kimberly S. Martin
Comm.:HH 282034
Expires: July 25, 2026
Notary Public - State of Florida

STAFF REPORT

Meeting Date: March 5, 2024
Item #: 14

Contact Name: Melanie Sibbitt
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt
City Manager: Robert Frank

Subject: Second Reading of Ordinance Amending the City of Ocoee Police Officer's and Firefighters' Retirement Trust Fund Section 27 – Deferred Retirement Option Plan. (Pension Board Attorney Herrera)

Background Summary:

The First Reading of the Ordinance was held on February 20, 2024.

The Police & Firefighters' Retirement Board's Actuaries and Consultants, Foster & Foster, reviewed and approved the proposed ordinance following the City Commission ratification of the Ocoee Professional Firefighters Union, I.A.F.F. Local 3623, Collective Bargaining Agreement. This ordinance includes an amendment to Section 27 – Deferred Retirement Option Plan, extending the maximum DROP participation period for Firefighter members from 60 months to 96 months, effective October 1, 2023, starting from the member's initial eligibility for Normal Retirement, which is also specified within the Collective Bargaining Agreement.

Foster & Foster has concluded that implementing these changes will not affect the funding requirements of the program as they do not alter the valuation results. Therefore, a formal Actuarial Impact Statement is deemed unnecessary to support the adoption of these amendments.

Issue:

Should the Honorable Mayor and City Commissioners adopt an Ordinance amending Section 27 – Deferred Retirement Option Plan which increases the maximum DROP participation period for Firefighter members from 60 months to 96 months, beginning on the date which the member first becomes eligible for Normal Retirement?

Recommendations:

The Ocoee Police & Firefighters' Retirement Board's Actuaries and Consultants Foster & Foster respectfully recommends that the Honorable Mayor and City Commissioners adopt the attached Ordinance amending the City of Ocoee Police Officers' & Firefighters' Retirement Trust Fund, to incorporate changes already specified within the Collective Bargaining Agreement. Adoption of the proposed changes will have no impact on the assumptions used in determining the funding requirements of the pension program.

Attachments:

1. Ordinance
2. Foster & Foster Impact Letter Dated January 25, 2024

3. Legal Ad

Financial Impacts:
None, as indicated in the attached letter from Douglas Lozen of Foster & Foster.

Type of Item: Second Reading Public Hearing

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, RELATING TO THE CITY OF OCOEE MUNICIPAL POLICE OFFICERS' AND FIREFIGHTERS' RETIREMENT TRUST FUND; AMENDING ORDINANCE NUMBER 2010-019, AS SUBSEQUENTLY AMENDED; AMENDING SECTION 27, DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 2. That the City of Ocoee Municipal Police Officers' and Firefighters' Retirement Trust Fund adopted by Ordinance No. 2010-019, as subsequently amended, is hereby further amended by amending Section 27, Deferred Retirement Option Plan, to read as follows:

SECTION 27. DEFERRED RETIREMENT OPTION PLAN.

[…]

2. Participation

A. [no change]

B. [no change]

C. Period of participation.

1. A Member who elects to participate in the DROP under subsection 2.B., shall participate in the DROP for a period not to exceed sixty (60) months beginning on the date which the Member first becomes eligible for normal retirement. An election to participate in the

DROP shall constitute an irrevocable election to resign from the service of the City at the time of election into the DROP. A Member may participate only once.

2. Effective October 1, 2023, a Firefighter Member shall be eligible to participate in the DROP for a period not to exceed ninety-six (96) months beginning on the date which the Member first becomes eligible for normal retirement.

   a. A Firefighter Member who entered the DROP prior to October 1, 2023 and has not reached their maximum DROP participation period of 60 months as of October 1, 2023, may, in accordance with the conditions specified below, elect to extend their maximum DROP participation period from sixty (60) months to ninety-six (96) months. Upon approval by the Board, a Member's election to extend participation in the DROP shall extend the Member's DROP participation period as if the maximum participation period upon entry into the DROP was 96 months (e.g. adding 36 months to the initial 60-month maximum DROP participation period). For Members who elect to extend their maximum DROP participation, the following conditions shall apply to any such extension of DROP participation:

      i. The election shall be irrevocable;

      ii. The Member must, in writing, (1) agree to terminate employment at the end of the extended DROP participation period, and (2) submit an irrevocable, unconditional letter of resignation prior to extending the DROP, which resignation shall be effective on the date the DROP participation period ends (which shall be the earlier of the termination of the member's employment, for any reason, or the last day of the extended maximum DROP participation period); and

iii. The Member must elect to extend the DROP participation period and submit the written requirements noted above prior to the end of the member's initial 60 month DROP participation period. In the event a Member who is eligible to extend his/her maximum DROP participation period does not timely elect to do so, the Member's DROP participation period shall not be extended, and the maximum DROP participation period shall remain 60 months.

3. For a DROP participant who fails to terminate city employment at the expiration of the 96-month maximum DROP participation period, such Member shall be deemed not to be retired, the DROP election shall be null and void, and the Member shall have no accumulated DROP benefits. Retirement System membership shall be reestablished retroactively to the original date of the commencement of the DROP, and the Member shall be required to pay to the Retirement System the Member contributions as if they had continued service to the city, and the city contributions during the period such Member participated in the DROP, plus an interest rate equal to the annual assumed investment return during each year the Member participated in the DROP.

[…]

3. Funding

A. [no change]

B. Transfers From Retirement System

[…]

(3) A Member's DROP Account shall only be credited or debited with earnings or interest and monthly benefits while the Member is a participant in the DROP and after the Member dies, retires or terminates his employment as a Police Officer or Firefighter. If a

Member is employed by the City Fire and Police Departments after electing to cease participation in the DROP pursuant to subsection 2.D.(1)(a) or after participating in the DROP for five (5) years, then beginning with the next payment following cessation of participation or beginning with the Member's 61st month of DROP participation, whichever occurs first, the Member's DROP Account will no longer be credited or debited with earnings or interest, nor will monthly benefits be transferred to the DROP account. All such non-transferred amounts shall be forfeited and continue to be forfeited while the Member is employed by the City Fire and Police Departments. A Member employed by the City Fire and Police Departments after five (5) years of DROP participation will still not be eligible for pre-retirement death or disability benefits, nor will he accrue additional Credited Service, except as provided for in Section 29. Notwithstanding, effective October 1, 2023, for all Firefighter Members who elect to participate in the DROP for eight (8) years, then beginning with the next payment following cessation of participation or beginning with the Member's 97th month of DROP participation, whichever occurs first, the Member's DROP account will no longer be credited or debited with earnings or interest, nor will monthly benefits be transferred to their DROP account. All such non-transferred amounts shall be forfeited and continue to be forfeited while the Member remains employed by the City as a Firefighter.

[…]

SECTION 4. Repeal of Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. Severability. In the event any section, subsection, paragraph, sentence, clause, phrase or word of this ordinance shall be held invalid by a court of competent jurisdiction, then such invalidity shall not affect the remaining portions hereof.

SECTION 6. Effective Date. This Ordinance shall become effective upon passage; however, the provisions of this Ordinance that are specified to take effect as of a date certain shall take effect as of the date specified herein.

PASSED AND ADOPTED this ____ day of _____, 2024.

APPROVED:

ATTEST: **CITY OF OCOEE, FLORIDA**

_____ _____

MELANIE SIBBITT RUSTY JOHNSON, MAYOR
CITY CLERK

(SEAL)

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

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA

APPROVED AS TO FORM AND LEGALITY
THIS _____ day of _____, 2024.

FISHBACK DOMINICK

By: _____
Richard Geller, City Attorney

January 25, 2024

VIA EMAIL

Board of Trustees
City of Ocoee
Police Officers' and Firefighters' Pension Board
c/o Ms. Livia Guiliani
3810 Inverrary Blvd, Suite 303
Lauderhill, FL 33319

Re: City of Ocoee Police Officers' and Firefighters' Retirement Trust Fund

Dear Board:

We have reviewed the proposed ordinance amending the plan as follows:

- Effective October 1, 2023, an increase in the maximum DROP participation period for Firefighter members from 60 months to 96 months, beginning on the date which the member first becomes eligible for Normal Retirement.

We have determined that the adoption of the proposed changes will have no impact on the assumptions used in determining the funding requirements of the program. Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Mr. Steve Bardin
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.

If you have any questions, please let me know.

Sincerely,

Douglas H. Lozen, EA, MAAA

CITY OF OCOEE
PUBLIC HEARING

A **Public Hearing** before the **Ocoee City Commission** will be held **Tuesday, March 5, 2024 at 6:15 p.m.** or as soon thereafter as may be heard, in the Commission Chambers of City Hall at 1 North Bluford Avenue, Ocoee, Florida, to consider the following ordinances:

AN ORDINANCE OF THE CITY OF OCOEE, ORANGE COUNTY, FLORIDA, RELATING TO THE CITY BUDGET; AMENDING THE CITY BUDGET ADOPTED BY ORDINANCE 2023-17 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024 BY PROVIDING FOR INCREASE OF APPROPRIATIONS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, RELATING TO THE CITY OF OCOEE MUNICIPAL POLICE OFFICERS' AND FIREFIGHTERS' RETIREMENT TRUST FUND; AMENDING ORDINANCE NUMBER 2010-019, AS SUBSEQUENTLY AMENDED; AMENDING SECTION 27, DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, PROPOSING AMENDMENTS TO THE CITY OF OCOEE'S CHARTER PERTAINING TO:
(1) § C-9, TO CONFIRM OR ESTABLISH THAT THE CITY COMMISSION HAS AUTHORITY TO INTERPRET AND ENFORCE THE PROVISIONS OF THE CHARTER, AND PROVIDING FOR JUDICIAL REVIEW; AND
(2) § C-10, TO CONFIRM OR ESTABLISH THAT THE CITY COMMISSION HAS AUTHORITY TO INTERPRET AND ADJUDGE THE QUALIFICATIONS AND ELIGIBILITY OF CANDIDATES FOR THE COMMISSION, ESTABLISH PROCEDURAL RULES TO PROVIDE NOTICE AND DUE PROCESS TO ANY AFFECTED PARTIES, AND PROVIDE FOR JUDICIAL REVIEW; AND
(3) § C-17, TO CONFIRM THAT A COMMISSION MEMBER WHO RESIGNS FROM THEIR OFFICE CANNOT THEREAFTER SEEK ELECTION TO ANY PART OF THE SAME TERM OF OFFICE FROM WHICH THE MEMBER RESIGNED; AND PROVIDING A FORM OF BALLOT FOR THE PROPOSED AMENDMENTS AT THE NEXT GENERAL CITY ELECTION AFTER THE EFFECTIVE DATE OF THIS ORDINANCE, ON NOVEMBER 5, 2024 OR AS OTHERWISE SET BY THE CITY COMMISSION; DIRECTING THE CITY CLERK TO FILE THE REVISED CHARTER AS APPROVED BY THE VOTERS WITH THE FLORIDA DEPARTMENT OF STATE; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

All interested parties are invited to attend and be heard with respect to the above. The Ocoee City Commission may continue the public hearing to other dates and times, as it deems necessary. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at such hearing, they will need a record of the proceedings, and for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. 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 at 407-905-3105 at least two days prior to the date of hearing.

February 22, 2024 24-00644W

STAFF REPORT

Meeting Date: March 5, 2024
Item #: 15

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Second Reading of Ordinances for 440 Ocoee Apopka Road - Parrinello Property Annexation & Rezoning from County A-2 (Farmland Rural District) to City C-3 (General Commercial District); Project No(s). AX-10-23-07 & RZ-23-10-10. (Zoning Manager Whitfield)

Background Summary:

First Reading of Ordinance held on February 20, 2024.

Owner/Applicant: The property/applicant is owned by Denise May Parrinello.

Site Location: The property is located in Commission District 3 on the west side of Ocoee Apopka Road, beginning approximately 1,800 feet north of Palm Drive at the intersection of Ocoee Apopka Road.

Property Size & Parcel Identification Number: The property contains approximately 0.51 acres and is assigned parcel ID number 18-22-28-0000-00-002.

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

Current Future Land Use Map (FLUM) Designation	Current Zoning District	Existing Land Use	Unique Features/Overlay Districts
Commercial (per JPA)	County A-2	Single family residential dwelling	None

The table below lists the jurisdictions, future land use designations, zoning districts, and existing uses of the surrounding properties.

Direction	Jurisdiction	Future Land Use Designation	Zoning	Existing Land Uses
North	City of Ocoee	Light Industrial	I-1	Vacant land (429 Business Center)
South	City of Ocoee	Commercial	C-3	Vacant land

East	City of Ocoee	High Density Residential	A-2	Agricultural use
West	City of Ocoee	Commercial	R-1A	Stormwater pond

Proposed Development: The applicant is requesting an annexation and rezoning from County A-2 (Farmland Rural District) to City of Ocoee C-3 (General Commercial District) and is not proposing a specific use at this time.

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 all sides by the City's jurisdictional limits and, as such, is contiguous to the City, and the annexation does not create an enclave. Instead, the annexation 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 is 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 adequately provided and when proposed uses are compatible with the City's Comprehensive Plan, the JPA Agreement, and the City's Annexation Policy. The proposed C-3 zoning classification is consistent with FLUE Policy 1.15, which stipulates that the City may assign an initial zoning after annexation in a manner consistent with both the Future Land Use Map and the JPA Agreement.

Transportation and Access: The site is currently accessed by Ocoee Apopka Road. The affected segment is Ocoee Apopka Road (which is an Orange County facility) from SR 438/Silver Star Road to Fullers Cross Road. The adopted level of service (LOS) standard is E, and the operating LOS is currently at D. Therefore, since the property already has a Commercial future land use designation on both the City's Future Land Use Map and the JPA Future Land Use Map, a traffic capacity analysis is not required at this time. However, an operations analysis may be required at the time of site plan review to ensure safe operations on Ocoee Apopka Road.

Utilities: The Utilities Department has no issues with this annexation and rezoning and provides the below informational comments:

1. Water service is available via a 12-inch water main on Ocoee Apopka Road. GIS records indicate that the water main is under the roadway in the northbound lane; however, GIS records are approximate and should not be used in lieu of a survey.
2. Sewer service is not currently available but may be available in the future as a result of the 429 Business Center Phase II - East project, which proposes the installation of a 6-inch forceman on the west side of Ocoee Apopka Road.
3. Upon redevelopment for a commercial use, the property would be required to connect to City water (and sewer if available).

Stormwater: Stormwater will be required to be provided on-site and will be evaluated at the time of site plan review.

Schools: Not applicable.

Public Safety: The nearest fire station is located within 1.4 miles, and fire emergency service is available in

under five (5) minutes with a flow rate of 1,000 gallons per minute. The property is located within Police Grid 1, with a four (4) minute response time. The nearest police station is 2.8 miles away, and the average non-emergency travel time is 8 minutes.

Recreation and Open Space: The property is located within the Wekiva Study Area but does not contain any unique features. As the allowable uses will be commercial uses in nature, recreation/open space is not required.

For more details, please see the attached Annexation and Feasibility Analysis document for Parrinello Property.

Issue:

Should the Honorable Mayor and City Commissioners approve the proposed ordinances for the Annexation and Rezoning from County A-2 (Farmland Rural District) to City C-3 (General Commercial District) for the property located at 440 Ocoee Apopka Road, assigned parcel ID number 18-22-28-0000-00-002?

Recommendations:

Development Review Committee (DRC) Recommendation:
The DRC met on Tuesday, January 2, 2024, to consider this item and, finding no issues, made a recommendation of approval of the annexation and rezoning to C-3.

Planning & Zoning Commission (PZC) Recommendation:
The PZC met on Tuesday, February 13, 2024, to consider this item and, finding no issues, made a recommendation of approval of the annexation and rezoning to C-3.

Staff Recommendation:
Staff recommends that the Honorable Mayor and City Commissioners approve the proposed ordinances for the Annexation and Rezoning from County A-2 (Farmland Rural District) to City C-3 (General Commercial District) for the property located at 440 Ocoee Apopka Road, assigned parcel ID number 18-22-28-0000-00-002.

Attachments:

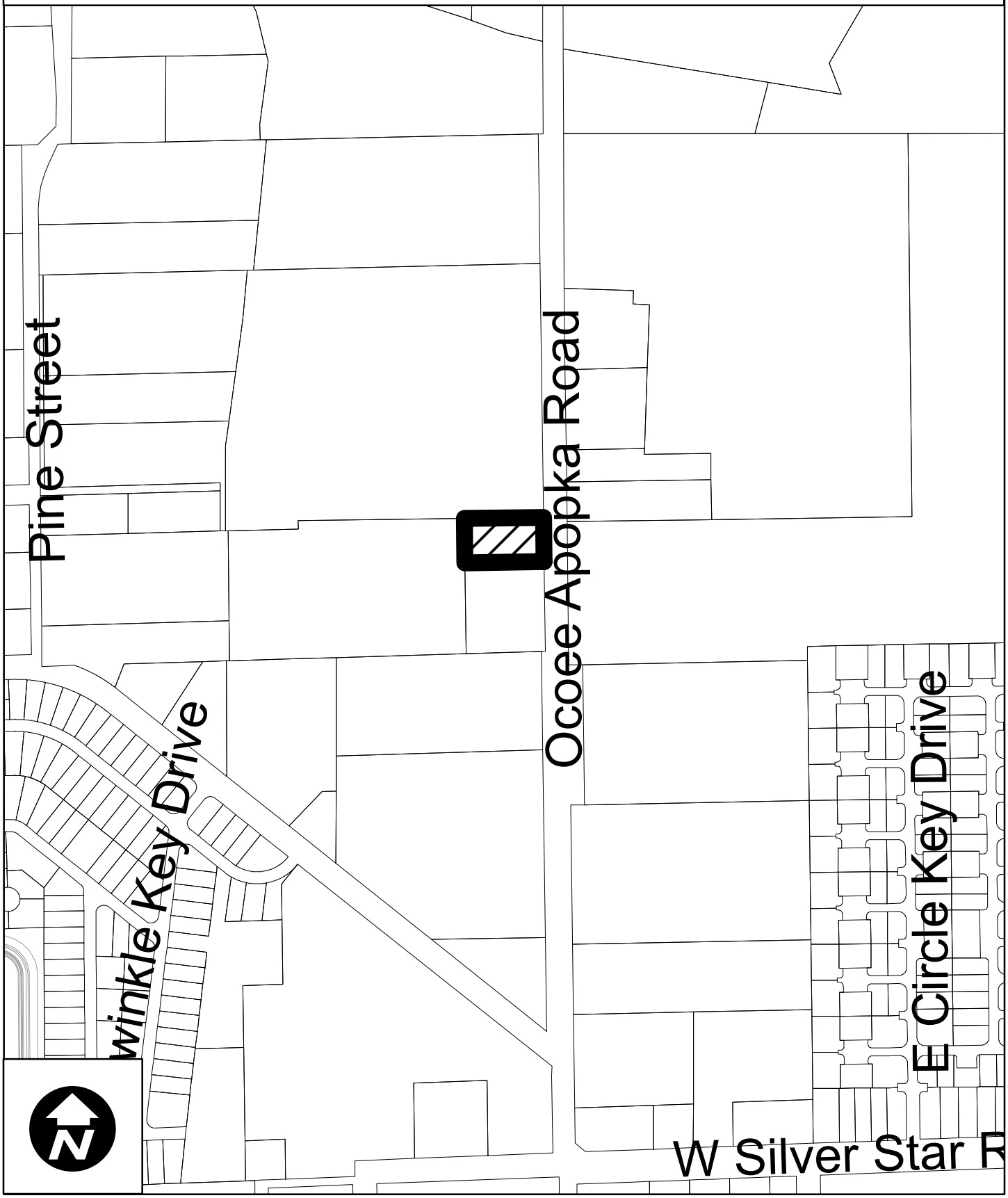
1. Location Map
2. Aerial Map
3. FLU Map
4. Zoning Map
5. Annexation and Rezoning Feasibility Report
6. Survey
7. Annexation Ordinance
8. Rezoning Ordinance
9. Legal Ad

Financial Impacts:

N/A

Type of Item: Second Reading Public Hearing

440 Ocoee Apopka Road - Annexation & Rezoning
Location Map



440 Ocoee Apopka Road Annexation & Rezoning
2022 Aerial Photography

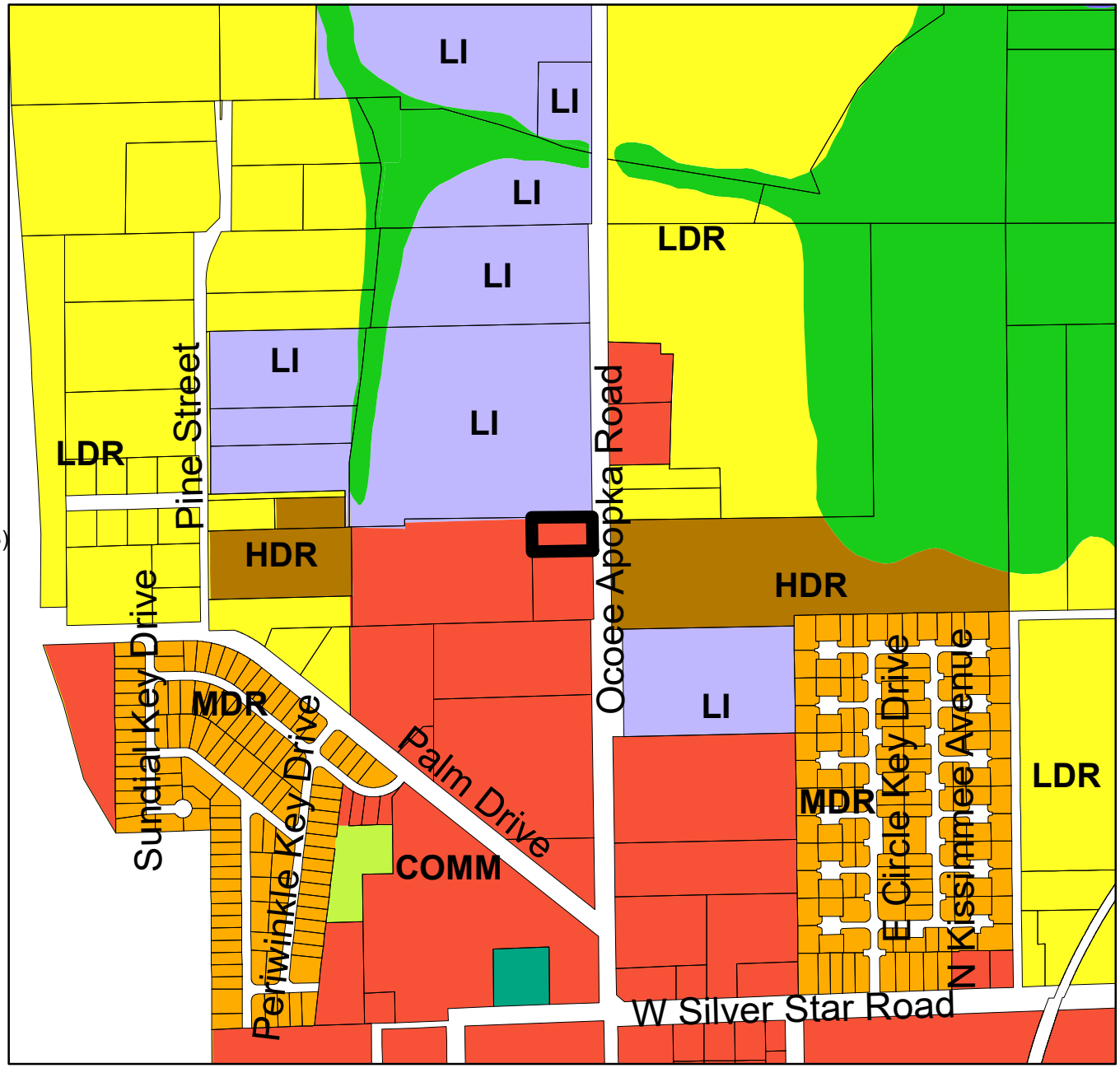


440 Ocoee Apopka Road - Annexation & Rezoning
Surrounding Future Land Use Map

Development Services Department

0 125 250 500 Feet

Created: October 2023



Subject Property

Future Land Use Classification:

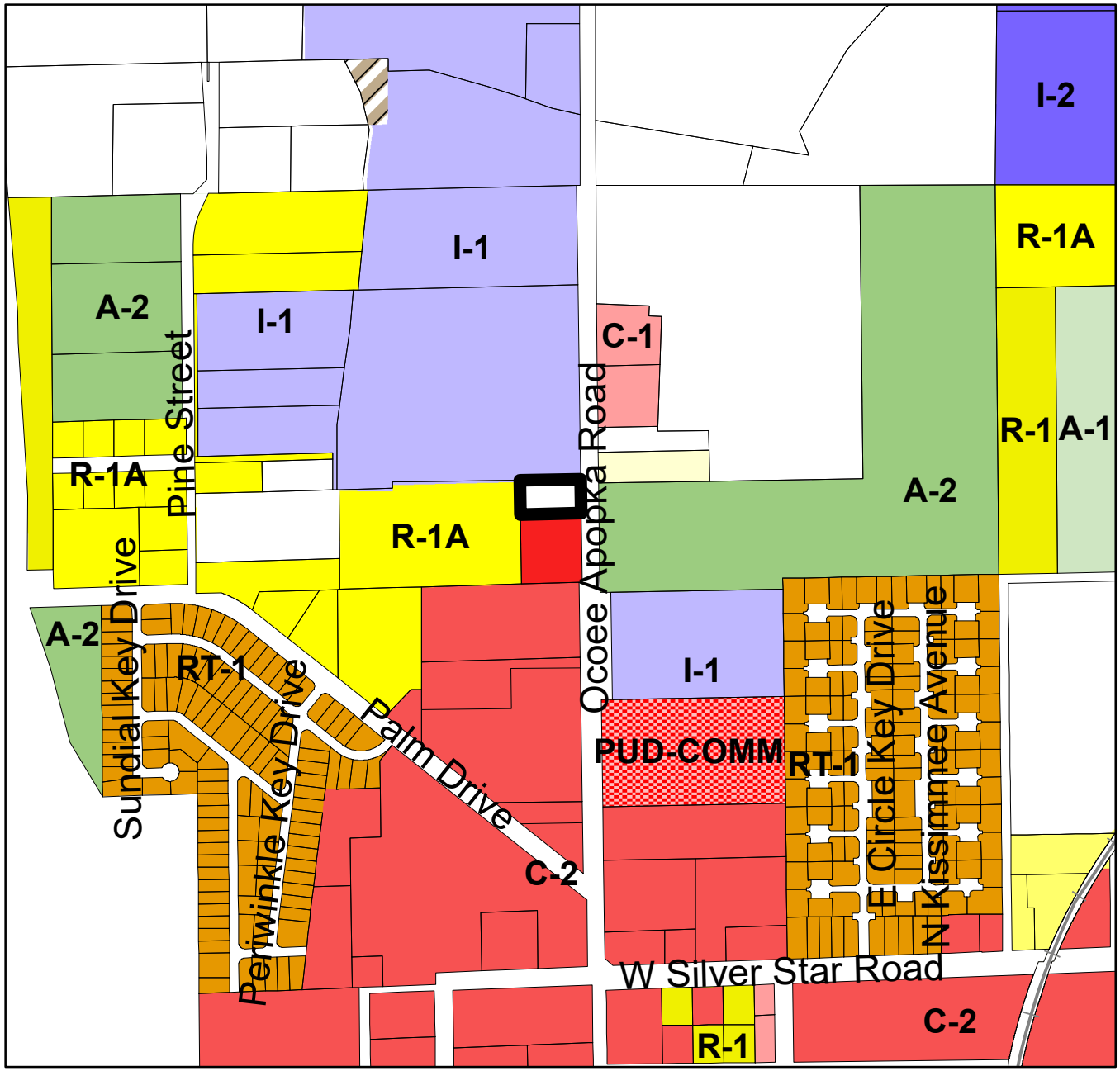
- Low Density Residential (LDR)
- Medium Density Residential (MDR)
- High Density Residential (HDR)
- Professional Offices and Services (PS)
- Commercial (COMM)
- Light Industrial (LI)
- Heavy Industrial (HI)
- Conservation/Floodplains (CONS)
- Recreation and Open Space (REC)
- Public Facilities/Institutional (INST)

440 Ocoee Apopka Raod - Annnexation & Rezoning
Surrounding Zoning Map

Development Services Department

0 125 250 500 Feet

Created: October 2023



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-10-23-07 & RZ-23-10-10
APPLICANT NAME: Denise May Parrinello, Property Owner
PROJECT NAME: 440 OCOEE APOPKA ROAD – PARRINELLO 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)**:**	Denise May Parrinello

B. Property Location	
1. General Location:	The property is generally located on the east side of Ocoee Apopka Road beginnig approximately 1,800 feet north of the Palm Drive at Ocoee Apopka Road intersection.
2. Parcel Identification Number:	18-22-28-0000-00-002
3. Street Addresses:	440 Ocoee Apopka Road
4. Size and Number of Parcels:	.51 acres

C. Use Characteristics	
1. Existing Use:	Single-family residential dwelling (occupied)
2. Proposed use:	None at this time
3. Density / Intensity:	
4. Projected Population:	N/A

D. Zoning and Land Use	
1. Orange County Future Land Use:	Commercial
2. Orange County Zoning:	A-2 (Farmland Rural District)
3. Existing Ocoee Future Land Use:	Commercial and Conservation per JPA FLUM
4. Proposed Ocoee Zoning:	C-3 (General Commercial District)
E. Consistency	
1. Joint Planning Area:	Yes
2. Comprehensive Plan:	Yes

II. FIRE DEPARTMENT	
1. Estimated Response Time:	5 minutes
2. Distance to Property:	1.4 miles
3. Fire Flow Requirements:	1,000 gallons per minute

III. POLICE DEPARTMENT	
1. Police Patrol Zone / Grid / Area:	1
2. Estimated Response Time:	4 mins
3. Distance to Property:	2.8 miles
3. Average Travel Time	8 mins

IV. ECONOMIC VALUE	Anoch Whitfield, Zoning Manager
1. Property Appraiser Market Value:	$95,240
2. Property Appraiser Taxable Value	$35,403
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, Utilities Deputy Director
A. Potable Water	
1. In Ocoee Service Area:	Yes
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:	Yes
2. City Capable of Serving Area:	Sewer service currently not available but may be available in the future as a result of the 429 Business Center Phase II East project (6" force main on the west side of Ocoee Apopka Rd is proposed)
3. Extension Needed:	TBD
4. Location and Size of Nearest Force Main:	TBD
5. Annexation Agreement Needed:	No

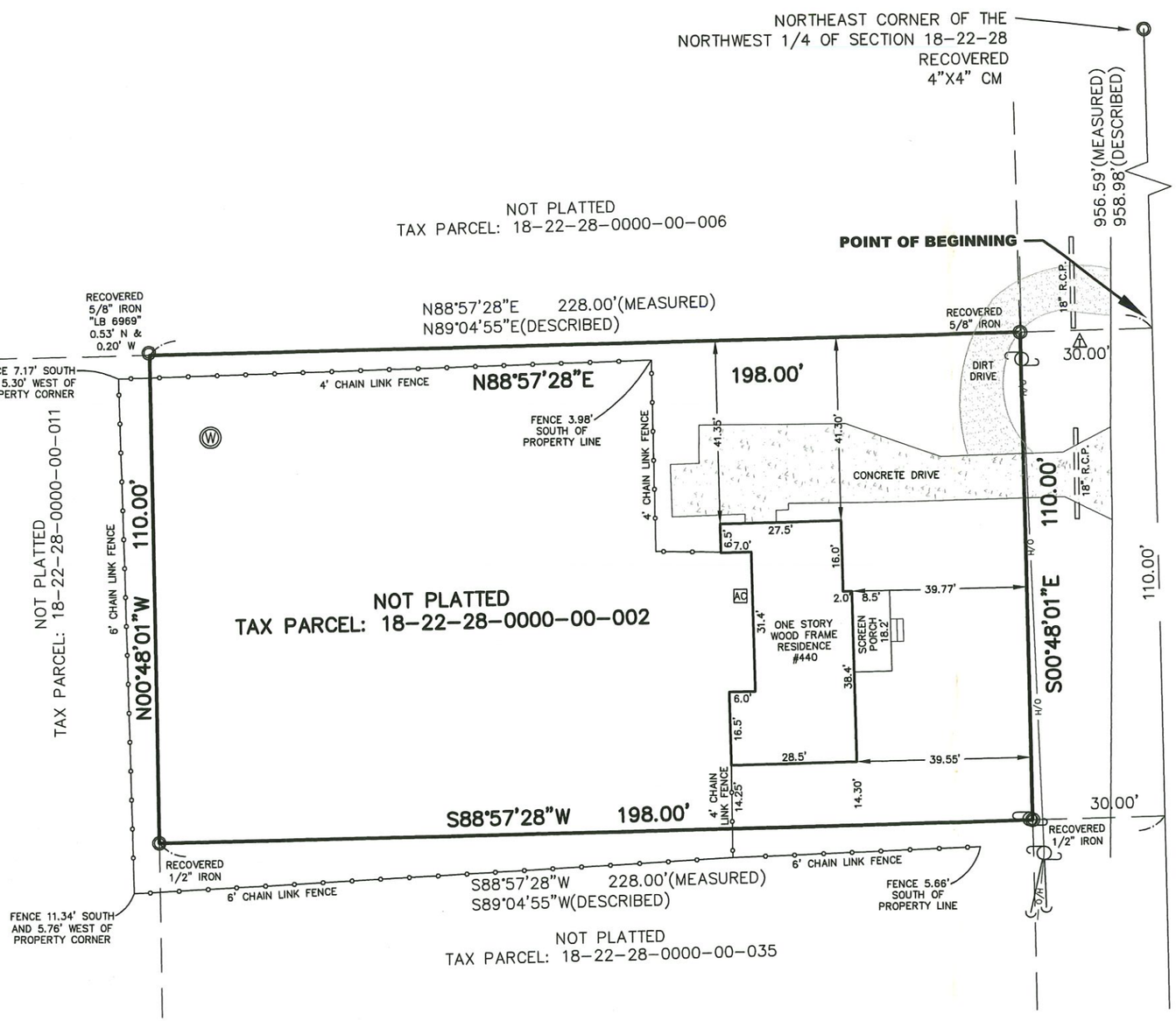
C. Other	
1. Utility Easement Needed:	
2. Private Lift Station Needed:	
3. Well Protection Area Needed:	

VII. TRANSPORTATION	Anoch Whitfield, Zoning Manager
1. Paved Access:	Yes – Ocoee Apopka Road
2. ROW Dedication:	No
3. Traffic Study:	No
4. Traffic Analysis Zone:	

VIII. PRELIMINARY CONCURRENCY EVALUATION	
A. Transportation:	
B. Parks / Recreation:	
C. Water / Sewer:	
D. Stormwater:	
E. Solid Waste:	
F. Impact Fees:	

IX. SITE SPECIFIC ISSUES All Departments

X. CONSISTENCY WITH STATE ANNEXATION REGULATIONS Anoch Whitfield, Zoning Manager



SCALE 1" = 30'

N

BOUNDARY SURVEY

DESCRIPTION: BEGIN AT A POINT ON THE QUARTER SECTION LINE, 958.98 FEET SOUTH OF THE N 1/4 CORNER OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; RUN THENCE S 110 FEET; THENCE S 89°04'55" W PARALLEL TO THE 40 ACRE LINE 228 FEET; THENCE N 110 FEET; THENCE N 89°04'44" E 228 FEET TO THE POINT OF BEGINNING.

NOTES:

- BEARINGS BASED ON THE WESTERLY RIGHT OF WAY LINE OF OCOEE-APOPKA ROAD AS BEING S00°48'01"E.
- NO UNDERGROUND UTILITIES, UNDERGROUND FOUNDATIONS, OR UNDERGROUND SIGN BASES WERE LOCATED.

LEGEND	
	UTILITY POLE
-O/H-	OVERHEAD LINE
	GUY ANCHOR
	TELEPHONE RISER
W	WELL

JAMES R. SHANNON JR., P.L.S. #4671
NOT VALID WITHOUT THE SIGNATURE AND THE SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHANNON SURVEYING, INC.
499 NORTH S.R. 434 – SUITE 2045
ALTAMONTE SPRINGS, FLORIDA, 32714
(407) 774-8372 LB # 6898

DATE OF SURVEY: 11/14/2023
FIELD BY: TS-RR SCALE: 1" = 30'
FILE NUMBER: 18-22-28 440 OCOEE APOPKA RD

ORDINANCE NO. 2024-
(Annexation Ordinance for 440 Ocoee Apopka Road –
Parrinello Property)

TAX PARCEL ID: 18-22-28-0000-00-002

CASE NO. AX-10-23-07: 440 Ocoee Apopka Road – Parrinello 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 0.51 ACRES LOCATED AT 440 OCOEE APOPKA ROAD ON THE EAST SIDE OF OCOEE APOPKA ROAD BEGINNING APPROXIMATELY 1,800 FEET NORTH OF THE PALM DRIVE AT OCOEE APOPKA ROAD INTERSECTION AND ASSIGNED PARCEL ID NUMBER 18-22-28-0000-00-002, 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; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; 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 0.51 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 Februray 13, 2024, 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. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

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 _____, 2024.

ATTEST:

_____
Melanie Sibbitt, City Clerk

(SEAL)

APPROVED:
CITY OF OCOEE, FLORIDA

_____
Rusty Johnson, Mayor

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

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

FISHBACK DOMINICK

By: _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ID NO.: 18-22-28-0000-00-002

BEG 958.98 FT S OF N1/4 COR OF SEC RUN S 110 FT W 228 FT N 110 FT E 228 FT TO POB (LESS E 30 FT RD R/W) IN SEC 18-22-28

EXHIBIT "B"

LOCATION MAP



ORDINANCE NO. 2024-
(Rezoning Ordinance for 440 Ocoee Apopka Road – Parrinello Property)

TAX PARCEL ID: 18-22-28-0000-00-002

CASE NO. RZ-23-10-10: 440 Ocoee Apopka Road – Parrinello Property

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM ORANGE COUNTY A-2 (FARMLAND RURAL DISTRICT) TO CITY OF OCOEE C-3 (GENERAL COMMERCIAL DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.51 ACRES LOCATED AT 440 OCOEE APOPKA ROAD BEGINNING 1,800 FEET NORTH OF THE PALM DRIVE AT OCOEE APOPKA ROAD INTERSECTION; FINDING SUCH ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner (the "Applicant") of certain real 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 0.51 acres, more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, from Orange County A-2 to City of Ocoee C-3; and

WHEREAS, pursuant to Section 5-9(B) of Article V of the Land Development Code of the City of Ocoee, Florida (the "Ocoee City Code"), the City Development Services Director has reviewed said Rezoning application and determined that the Rezoning is consistent with the City of Ocoee Comprehensive Plan as set forth in Ordinance No. 91-28, adopted September 18, 1991, as amended (the "Ocoee Comprehensive Plan"); and

WHEREAS, said Rezoning application was scheduled for review and recommendation by the Planning and Zoning Commission of the City of Ocoee, Florida (the "Planning and Zoning Commission"), acting as the Local Planning Agency; and

WHEREAS, on February 13, 2024, the Planning and Zoning Commission held a public hearing and reviewed said Rezoning application for consistency with the Ocoee Comprehensive Plan and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan and is in the best interest of the City, and recommended to the Ocoee City Commission that the zoning classification of said real property be rezoned as requested by the Applicant and that the Ocoee

City Commission find that the Rezoning requested by the Applicant to be consistent with the Ocoee Comprehensive Plan; and

WHEREAS, on March 5, 2024, the Ocoee City Commission held a de novo advertised public hearing with respect to the proposed Rezoning of said real property and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan; and

WHEREAS, this Ordinance has been considered by the Ocoee City Commission in accordance with the procedures set forth in Section 166.041(3)(a), Florida Statutes.

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

SECTION 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 163 and 166, Florida Statutes.

SECTION 2. REZONING. The zoning classification, as defined in the Ocoee City Code, of the Property described in **Exhibit "A"** containing approximately 0.51 acres located within the corporate limits of the City of Ocoee, Florida, is hereby changed from Orange County A-2 to City of Ocoee C-3. 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. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

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

SECTION 7. **EFFECTIVE DATE**. This Ordinance shall become effective ten (10) days after its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2024.

ATTEST:

_____
Melanie Sibbitt, City Clerk

(SEAL)

APPROVED:
CITY OF OCOEE, FLORIDA

_____
Rusty Johnson, Mayor

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

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

FISHBACK DOMINICK

By: _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ID NO.: 18-22-28-0000-00-002

BEG 958.98 FT S OF N1/4 COR OF SEC RUN S 110 FT W 228 FT N 110 FT E 228 FT TO POB (LESS E 30 FT RD R/W) IN SEC 18-22-28

EXHIBIT "B"


440 Ocoee Apopka Road - Annexation & Rezoning
Location Map
Pine Street
Ocoee Apopka Road
Winkle Key Drive
E Circle Key Drive
W Silver Star R
N

Serial Number
24-00652W

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 March 5, 2024
Parrinello Property Rezoning

in the Court, was published in said newspaper by print in the

issues of 2/22/2024

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.

Lindsey Padgett

Sworn to and subscribed, and personally appeared by physical presence before me,

22nd day of February, 2024 A.D.

by Lindsey Padgett who is personally known to me.

Notary Public, State of Florida
Kimberly S. Martin (SEAL)
Comm.:HH 282034
Expires: July 25, 2026
Notary Public - State of Florida

CITY OF OCOEE
NOTICE OF PUBLIC HEARING TO CONSIDER THE
440 OCOEE APOPKA ROAD – PARRINELLO PROPERTY
REZONING FROM ORANGE COUNTY A-2 TO CITY OF OCOEE C-3
CASE NUMBER: RZ-23-10-10

NOTICE IS HEREBY GIVEN, pursuant to Article I, Section 1-9 and 1-10, and Article V, Section 5-9, of the City of Ocoee Land Development Code that on **TUESDAY, MARCH 5, 2024, AT 6:15 P.M.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers located at 1 North Bluford Avenue, Ocoee, Florida, to consider the Rezoning for 440 Ocoee Apopka Road – Parrinello Property. The property is assigned Parcel ID # 18-22-28-0000-00-002 and consists of approximately 0.51 acres. The property is located on the west side of Ocoee Apopka Road, beginning approximately 1,800 feet north of Palm Drive at the intersection of Ocoee Apopka Road.

If the applicant's request is approved, the rezoning will amend the zoning classification of the subject property from Orange County A-2 (Farmland Rural District) to City of Ocoee C-3 (General Commercial District).

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM ORANGE COUNTY A-2 (FARMLAND RURAL DISTRICT) TO CITY OF OCOEE C-3 (GENERAL COMMERCIAL DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.51 ACRES LOCATED AT 440 OCOEE APOPKA ROAD BEGINNING 1,800 FEET NORTH OF THE PALM DRIVE AT OCOEE APOPKA ROAD INTERSECTION; FINDING SUCH ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file may be inspected at the Ocoee Development Services Department, located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal holidays. The City Commission may continue the public hearing to other dates and times as it deems necessary. Any interested party shall be advised that the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearings and that no further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made during the public hearings will need a record of the proceedings and, for this purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. Persons with disabilities needing assistance to participate in any of the proceedings should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.
February 22, 2024 24-00652W

STAFF REPORT

Meeting Date: March 5, 2024
Item #: 16

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Second Reading of Ordinance for Mansour Property Rezoning from R-1 (Single Family Dwelling District) to C-2 (Community Commercial District); Project No. RZ-23-12-11. (Zoning Manager Whitfield)

Background Summary:

First Reading of Ordinance held on February 20, 2024.

Owner/Applicant: The property/applicant is owned by Magdy Mansour.

Site Location: The property is located in Commission District 3 on the south side of West Silver Star Road, beginning approximately 181 feet east of the intersection of Ocoee Apopka Road and West Silver Star Road.

Property Size & Parcel Identification Number: The property contains approximately 0.28 acres and is assigned parcel ID number 18-22-28-3116-02-140.

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

Current Future Land Use Map (FLUM) Designation	Current Zoning District	Existing Land Use	Unique Features/Overlay Districts
Commercial	R-1	Vacant	None

The table below lists the jurisdictions, future land use designations, zoning districts, and existing uses of the surrounding properties.

Direction	Jurisdiction	Future Land Use Designation	Zoning	Existing Land Uses
North	City of Ocoee	Commercial	C-2	Single-family residential
South	City of Ocoee	Commercial	C-2	Vacant
East	City of Ocoee	Commercial	C-2	Single-family residential

West	City of Ocoee	Commercial	C-2	Commercial/Retail

Proposed Development: The applicant is requesting a rezoning from R-1 (Single Family Dwelling District) to C-2 (Community Commercial District) and is not proposing a specific use at this time.

Consistency with the Adopted Comprehensive Plan: The proposed C-2 zoning classification will bring the property into compliance and consistency with the current Commercial future land use designation.

Transportation and Access: The site is currently accessed by and will continue to be accessed via West Silver Star Road.

Utilities: The Utilities Department has no issues with this rezoning.

Stormwater: Stormwater will be required to be provided on-site as needed and will be evaluated at the time of site plan review.

Schools: Not applicable.

Recreation and Open Space: Not applicable.

Issue:
Should the Honorable Mayor and City Commissioners approve the proposed ordinance for the Rezoning from R-1 (Single Family Dwelling District) to C-2 (Community Commercial District) for the property located on the Mansour Property, assigned parcel ID number 18-22-28-3116-02-140?

Recommendations:
Development Review Committee (DRC) Recommendation:
The DRC met on Tuesday, January 2, 2024, to consider this item and, finding no issues, made a recommendation of approval of the rezoning from R-1 to C-2 for the Mansour Property, assigned parcel ID number 18-22-28-3116-02-140.

Planning & Zoning Commission (PZC) Recommendation:
The PZC met on Tuesday, February 13, 2024, to consider this item and, finding no issues, made a recommendation of approval of the rezoning from R-1 to C-2.

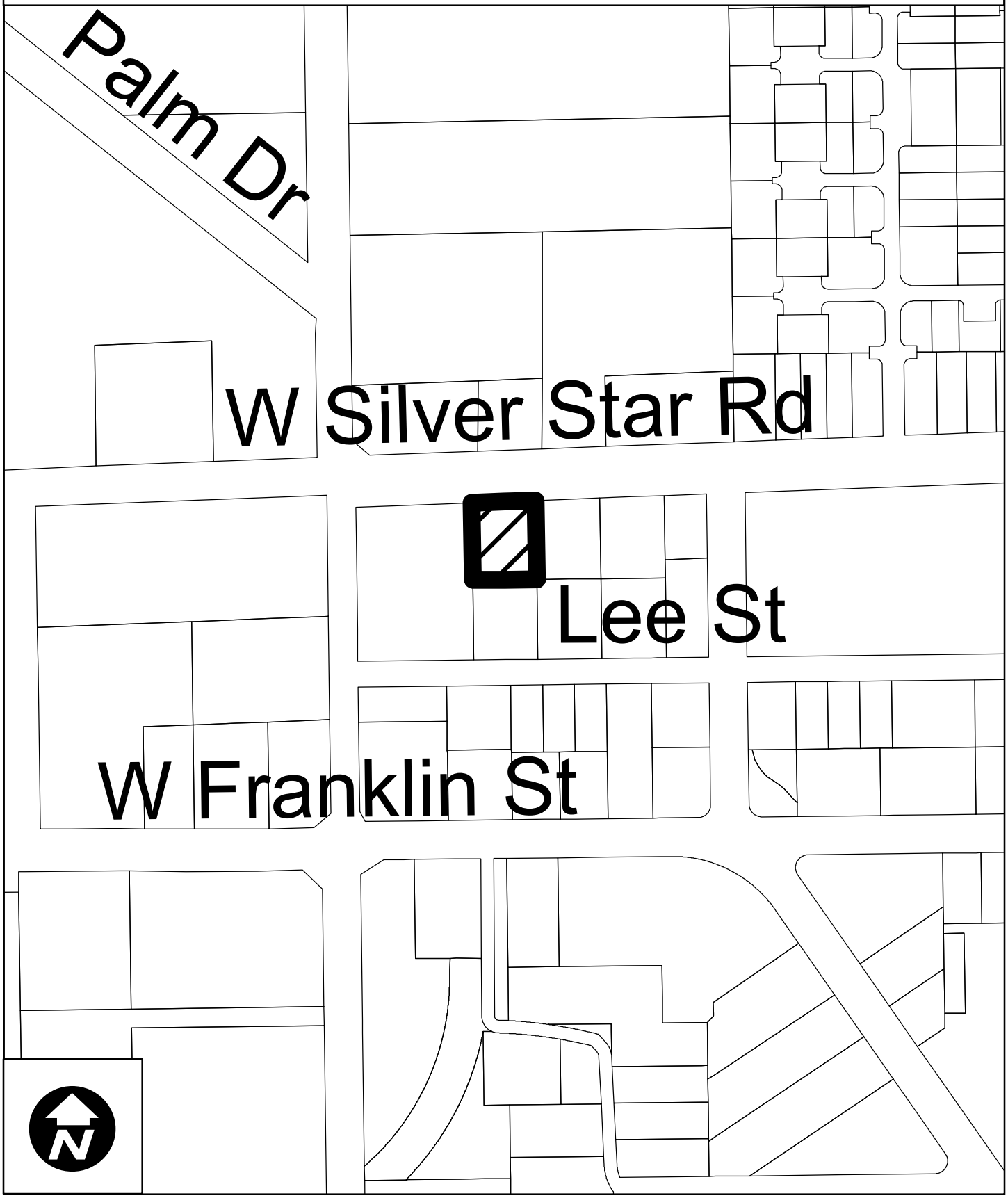
Staff Recommendation:
Staff recommends that the Honorable Mayor and City Commissioners approve the proposed ordinance for the Rezoning from R-1 (Single Family Dwelling District) to C-2 (Community Commercial District) for the property located on the Mansour Property, assigned parcel ID number 18-22-28-3116-02-140.

Attachments:
1. Location Map
2. Aerial Map
3. FLU Map
4. Surrounding Zoning Map
5. Rezoning Ordinance
6. Legal Ad

Financial Impacts:
N/A

Type of Item: Second Reading Public Hearing

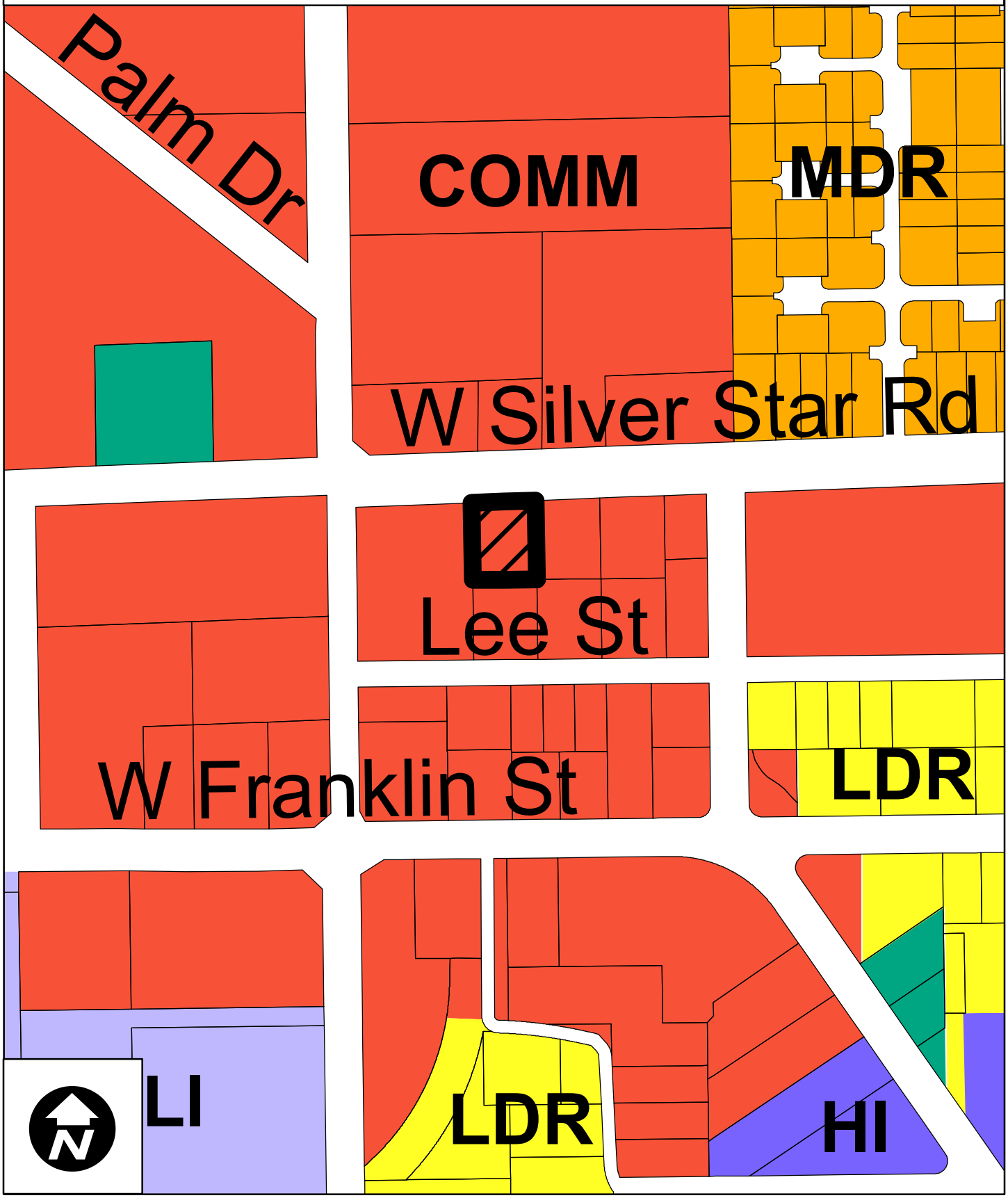
Mansour Property Rezoning
Location Map



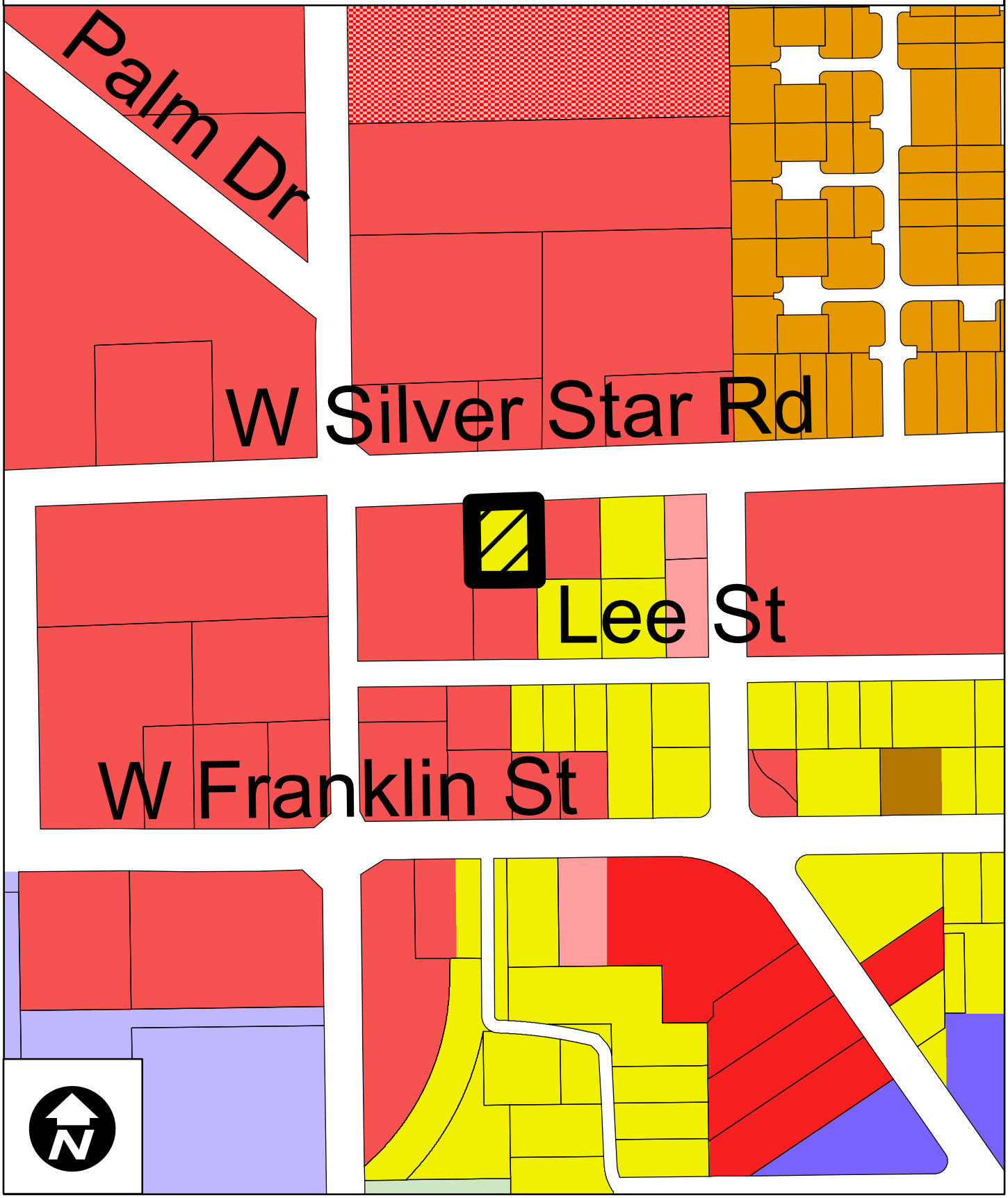
Mansour Property Rezoning
2022 Aerial Map



Mansour Property Rezoning
Future Land Use Map



Mansour Property Rezoning
Surrounding Zoning Map



ORDINANCE NO. 2024-
(Rezoning Ordinance for Mansour Property)

TAX PARCEL ID: 18-22-28-3116-02-140

CASE NO. RZ-23-12-11: Mansour Property

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM R-1 (SINGLE FAMILY DISTRICT TO C-2 (COMMUNITY COMMERCIAL DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.28 ACRES LOCATED AT ON THE SOUTH SIDE OF WEST SILVER STAR ROAD, BEGINNING APPROXIMATELY 181 FEET EAST OF THE OCOEE APOPKA ROAD AT WEST SILVER STAR ROAD INTERSECTION, AND ASSIGNED PARCEL IDENTIFICATION NUMBER 18-22-28-3116-02-140; FINDING SUCH ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner (the "Applicant") of certain real 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 0.28 acres, more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, from R-1 to C-2; and

WHEREAS, pursuant to Section 5-9(B) of Article V of the Land Development Code of the City of Ocoee, Florida (the "Ocoee City Code"), the City Development Services Director has reviewed said Rezoning application and determined that the Rezoning is consistent with the City of Ocoee Comprehensive Plan as set forth in Ordinance No. 91-28, adopted September 18, 1991, as amended (the "Ocoee Comprehensive Plan"); and

WHEREAS, said Rezoning application was scheduled for review and recommendation by the Planning and Zoning Commission of the City of Ocoee, Florida (the "Planning and Zoning Commission"), acting as the Local Planning Agency; and

WHEREAS, on February 13, 2024, the Planning and Zoning Commission held a public hearing and reviewed said Rezoning application for consistency with the Ocoee Comprehensive Plan and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan and is in the best interest of the City, and recommended to the Ocoee City Commission that the zoning classification of said real property be rezoned as requested by the Applicant and that the Ocoee

City Commission find that the Rezoning requested by the Applicant to be consistent with the Ocoee Comprehensive Plan; and

WHEREAS, on March 5, 2024, the Ocoee City Commission held a de novo advertised public hearing with respect to the proposed Rezoning of said real property and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan; and

WHEREAS, this Ordinance has been considered by the Ocoee City Commission in accordance with the procedures set forth in Section 166.041(3)(a), Florida Statutes.

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

SECTION 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 163 and 166, Florida Statutes.

SECTION 2. REZONING. The zoning classification, as defined in the Ocoee City Code, of the Property described in **Exhibit "A"** containing approximately 0.28 acres located within the corporate limits of the City of Ocoee, Florida, is hereby changed from R-1 to C-2. 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. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

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

SECTION 7. **EFFECTIVE DATE**. This Ordinance shall become effective ten (10) days after its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2024.

ATTEST:

_____
Melanie Sibbitt, City Clerk

(SEAL)

APPROVED:
CITY OF OCOEE, FLORIDA

_____
Rusty Johnson, Mayor

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

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

FISHBACK DOMINICK

By: _____
City Attorney

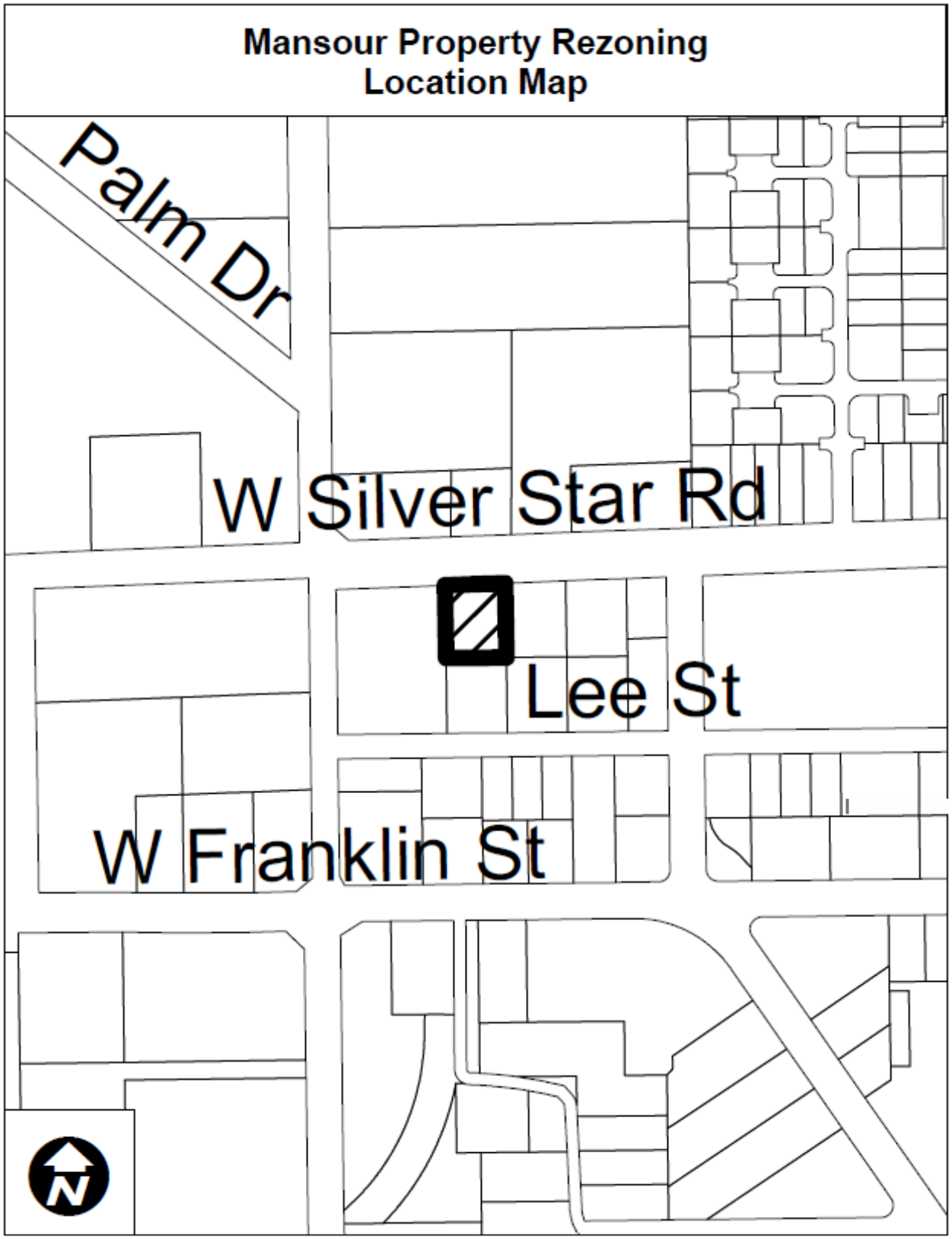
EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ID NO.: 18-22-28-3116-02-140

GRACE PARK M/8 LOTS 14 & 15 BLK B

EXHIBIT "B"


Mansour Property Rezoning
Location Map
Palm Dr
W Silver Star Rd
Lee St
W Franklin St
N

Serial Number
24-00651W

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 March 5, 2024
Mansour Property

in the Court, was published in said newspaper by print in the

issues of 2/22/2024

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.

Lindsey Padgett

Sworn to and subscribed, and personally appeared by physical presence before me,

22nd day of February, 2024 A.D.

by Lindsey Padgett who is personally known to me.

Notary Public, State of Florida
(SEAL)

Kimberly S. Martin
Comm.:HH 282034
Expires: July 25, 2026
Notary Public - State of Florida

CITY OF OCOEE
NOTICE OF PUBLIC HEARING TO CONSIDER THE MANSOUR PROPERTY
REZONING FROM R-1 (SINGLE FAMILY DISTRICT) TO C-2 (COMMUNITY COMMERCIAL DISTRICT)
CASE NUMBER: RZ-23-12-11

NOTICE IS HEREBY GIVEN, pursuant to Article I, Section 1-9 and 1-10, and Article V, Section 5-9, of the City of Ocoee Land Development Code that on **TUESDAY, MARCH 5, 2024, AT 6:15 P.M.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers located at 1 North Bluford Avenue, Ocoee, Florida, to consider the Rezoning for the Mansour Property. The property is assigned Parcel ID # 18-22-28-3116-02-140 and consists of approximately 0.28 acres. The property is located on the south side of West Silver Star Road, beginning approximately 181 feet east of the intersection of Ocoee Apopka Road and West Silver Star Road.

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM R-1 (SINGLE FAMILY DISTRICT) TO C-2 (COMMUNITY COMMERCIAL DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.28 ACRES LOCATED AT ON THE SOUTH SIDE OF WEST SILVER STAR ROAD, BEGINNING APPROXIMATELY 181 FEET EAST OF THE OCOEE APOPKA ROAD AT WEST SILVER STAR ROAD INTERSECTION, AND ASSIGNED PARCEL IDENTIFICATION NUMBER 18-22-28-3116-02-140; FINDING SUCH ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file may be inspected at the Ocoee Development Services Department, located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal holidays. The City Commission may continue the public hearing to other dates and times as it deems necessary. Any interested party shall be advised that the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearings and that no further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made during the public hearings will need a record of the proceedings and, for this purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. Persons with disabilities needing assistance to participate in any of the proceedings should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.
February 22, 2024 24-00651W

STAFF REPORT

Meeting Date: March 5, 2024
Item #: 17

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Second Reading of Ordinance for W. Delaware Street - West Property Small-Scale Comprehensive Plan Amendment from Public Facilities/Institutional to Low-Density Residential; Project No. CPA-2024-001. (Zoning Manager Whitfield)

Background Summary:
First Reading of Ordinance held on February 20, 2024.

Owner/Applicant: The property/applicant is owned by Thomas Scott West.

Site Location: The property is located in Commission District 2 on the north side of West Delaware Street, beginning approximately 360 feet west of the West Delaware Street and South Bluford Avenue intersection.

Property Size & Parcel Identification Number: The property contains approximately 1.0 acres and is assigned parcel ID number 17-22-28-6144-04-031.

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

Current Future Land Use Map Designation	Current Zoning District	Existing Land Use	Unique Features/Overlay Districts
Public Facilities/Institutional	R-1AA	Vacant	None

The table below lists the jurisdictions, future land use designations, zoning districts, and existing uses of the surrounding properties.

Direction	Jurisdiction	Future Land Use Designation	Zoning	Existing Land Uses
North	City of Ocoee	Public Facilities/Institutional	R-1AA	Vacant land with scattered trees
South	City of Ocoee	Low Density Residential	R-1AA	Single-family residential and Vacant Tract A

East	City of Ocoee	Low Density Residential	R-1AA	Single-family residential
West	City of Ocoee	Light Industrial	I-1	Vacant wooded land

Proposed Development: The property is predominantly surrounded by residential homes and has the Public Facilities/Institutional future land use designation, which does not allow residential uses. The applicant is requesting to change the future land use designation from Public Facilities/Institutional to Low Density Residential in order to split the property into three (3) 0.33-acre lots in order to build single-family detached homes. As the property is currently zoned R-1AA, the proposed Low Density Residential future land use will create consistency between the zoning district and the future land use designation.

Consistency with the Adopted Comprehensive Plan: The proposed Low Density Residential future land use designation is consistent with the existing LDR designation of the surrounding properties on the west side of South Kissimmee Avenue and the railroad track.

Transportation and Access: The site is currently accessed by, and the future lots will continue to be accessed via West Delaware Street.

Utilities: The Utilities Department has no issues with this Comprehensive Plan Amendment.

Stormwater: Not applicable.

Schools: Not applicable.

Recreation and Open Space: Not applicable.

Issue:

Should the Honorable Mayor and City Commissioners approve the proposed ordinance for a Small-Scale Comprehensive Plan Future Land Use Map Amendment to change the future land use map designation from Public Facilities/Institutional (INST) to Low Density Residential (LDR) for the W. Delaware Street - West Property, assigned parcel ID number 17-22-28-6144-04-031?

Recommendations:

Development Review Committee Recommendation

The DRC met on Tuesday, February 6, 2024, to consider this item and, finding no issues, made a recommendation of approval of the Small-Scale Comprehensive Plan Future Land Use Amendment to change the future land use map designation from Public Facilities/Institutional to Low Density Residential for the West Delaware Street - West Property, assigned parcel ID number 17-22-28-6144-04-031.

Planning & Zoning Commission (PZC) Recommendation:

The PZC met on Tuesday, February 13, 2024, to consider this item and, finding no issues, made a recommendation of approval of the Small-scale Comprehensive Plan Future Land Use Map Amendment to change the land use designation of the West Property from Public Facilities/Institutional to Low Density Residential to create consistency between the Future Land Use Designation and the Zoning classification of the property.

Staff Recommendation

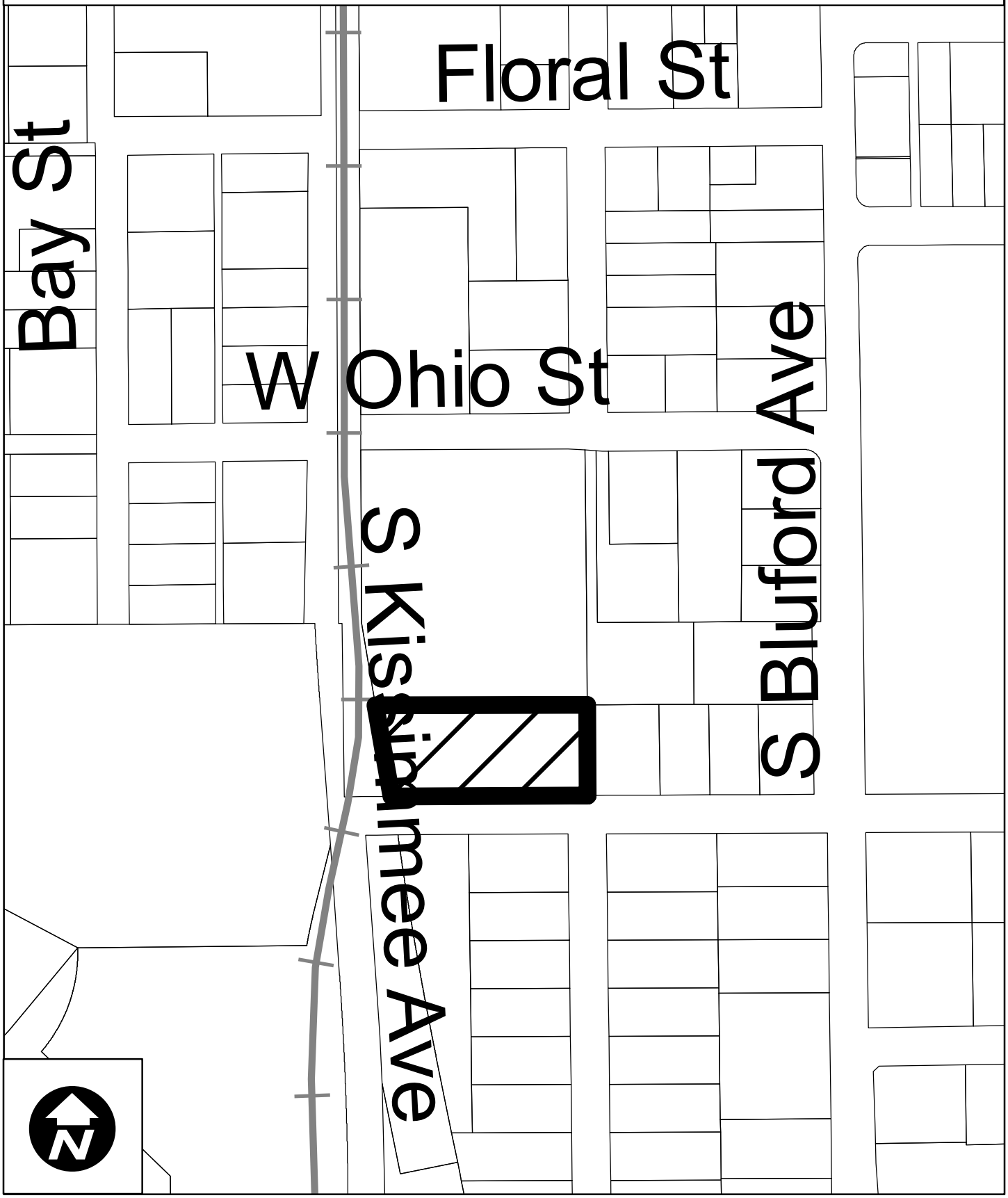
Staff recommends that the Honorable Mayor and City Commissioners approve the proposed ordinance for a Small-Scale Comprehensive Plan Future Land Use Map Amendment to change the future land use map designation from Public Facilities/Institutional (INST) to Low Density Residential (LDR) for the W. Delaware Street - West Property, assigned parcel ID number 17-22-28-6144-04-031.

Attachments:
1. Location Map
2. Aerial Map
3. Surrounding FLUM
4. Surrounding Zoning
5. Property Survey
6. SSCPA Ordinance
7. Legal Ad

Financial Impacts:
N/A

Type of Item: Second Reading Public Hearing

W. Delaware St. - Small-Scale Comp. Plan Amendment
Location Map



W. Delaware St - West Property Comprehensive Plan Amendment
2022 Aerial Photography



W Delaware St Property Comprehensive Plan Amendment
Surrounding Future Land Use Map

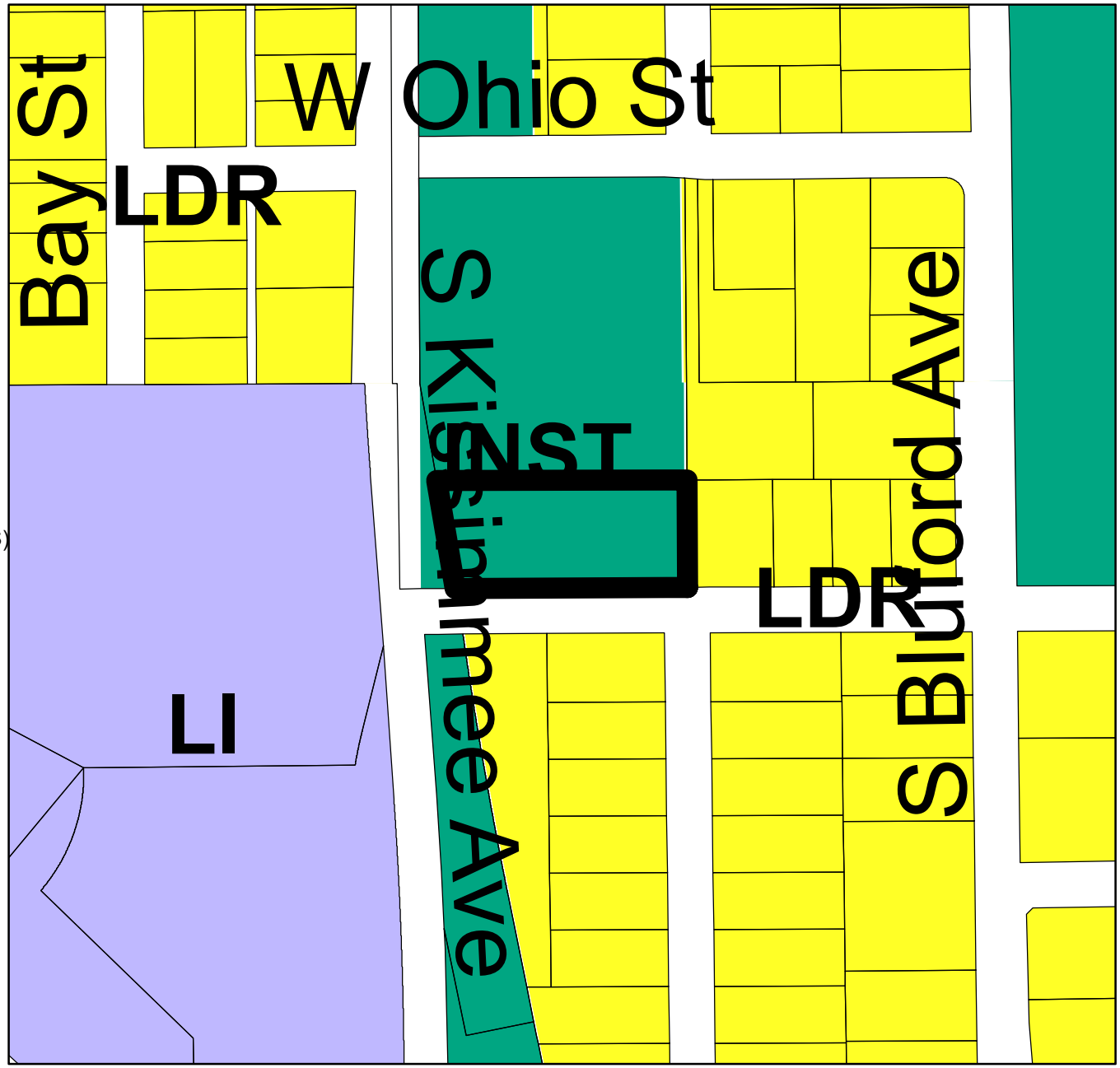
Development Services Department

0 50 100 200 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)

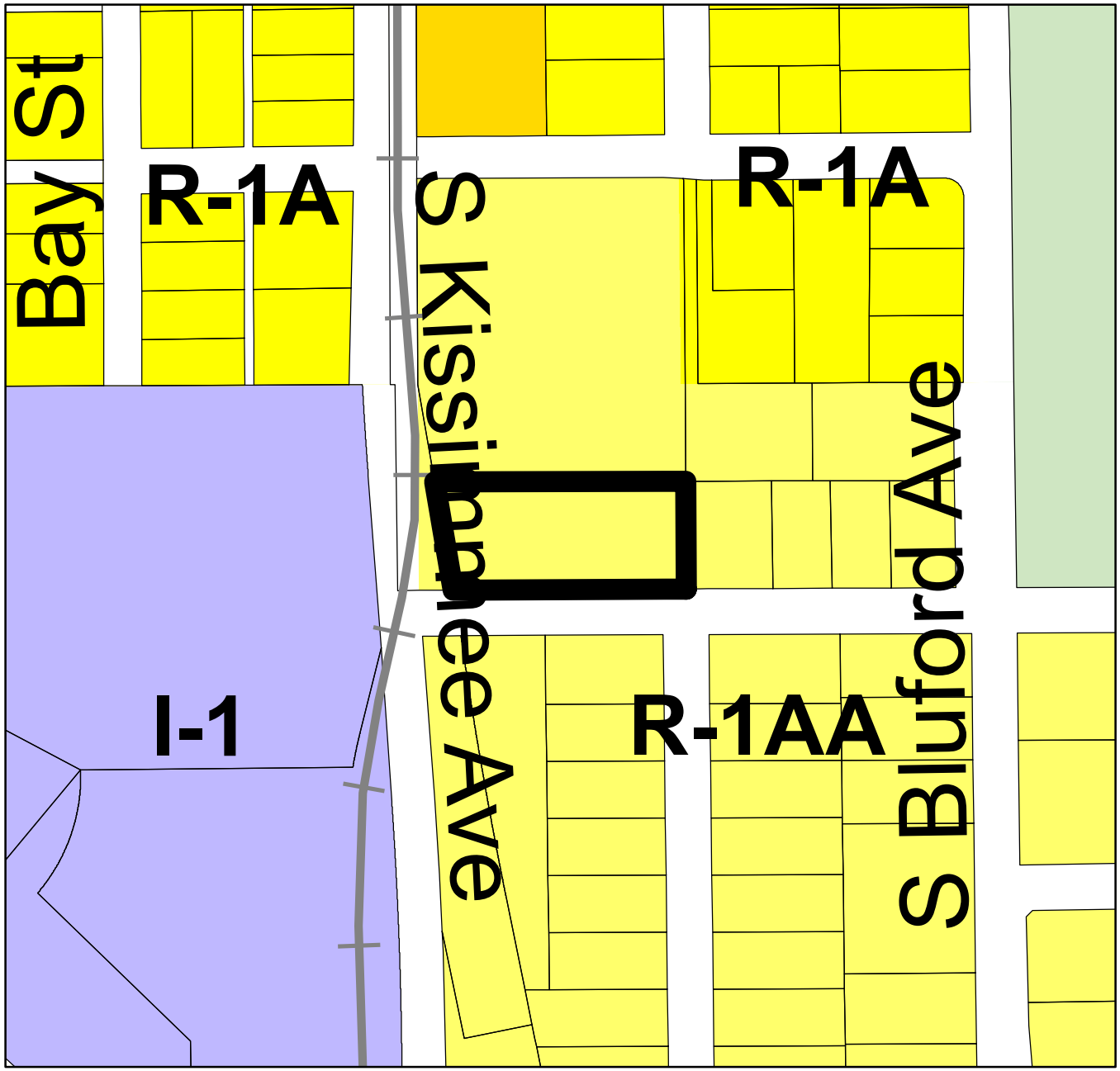


W Delaware St Property Small-Scale Comprehensive Plan Amendment
Surrounding Zoning Map

Development Services Department

0 50 100 200 Feet

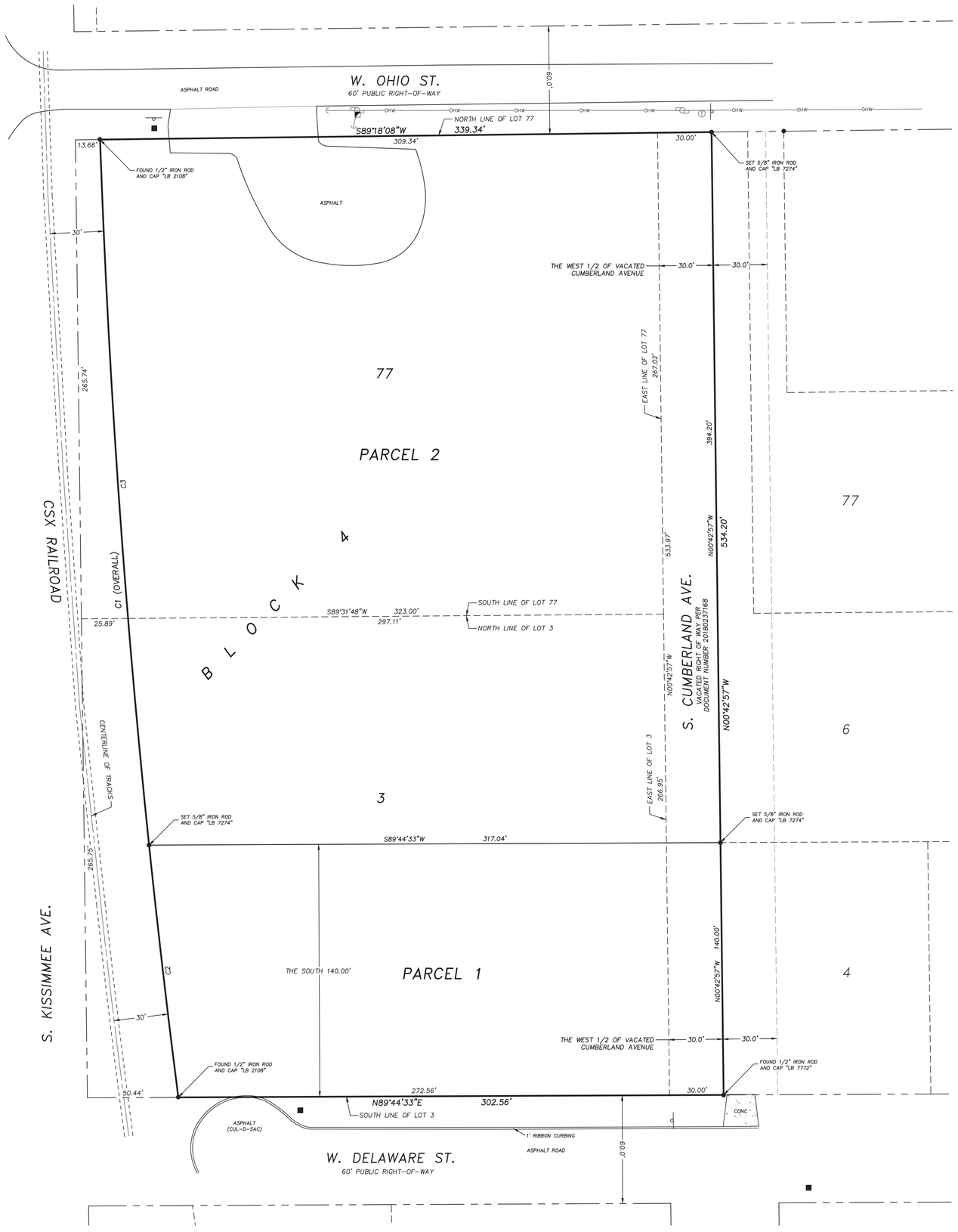
Created: month year



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

BOUNDARY SURVEY



DESCRIPTION: (PARENT TRACT)

LOT 77, BLOCK 3, AND LOT 3, BLOCK 4, OF MAP OF OCOEE, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK A, PAGE 100, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. TOGETHER WITH THAT PART OF THE WEST 1/2 OF VACATED SOUTH CUMBERLAND AVENUE, LYING EAST OF AND ADJACENT THERETO.

THE ABOVE DESCRIBED PARCEL CONTAINS A TOTAL OF 3.976 ACRES, MORE OR LESS.

DESCRIPTION: (PARCEL 1)

THE SOUTH 140.00 FEET OF LOT 3, BLOCK 4, MAP OF OCOEE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE 100, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING EAST OF RAIL ROAD, TOGETHER WITH THE SOUTH 140.00 FEET OF THE WEST 30.00 FEET OF VACATED RIGHT OF WAY ON THE EAST AS RECORDED IN INSTRUMENT DOCUMENT NUMBER 20180237168, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

THE ABOVE DESCRIBED PARCEL CONTAINS A TOTAL OF 0.996 ACRES, MORE OR LESS.

DECRIPTION: (PARCEL 2)

LOT 77, BLOCK 3, AND LOT 3, BLOCK 4, OF MAP OF OCOEE, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK A, PAGE 100, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. TOGETHER WITH THAT PART OF THE WEST 1/2 OF VACATED SOUTH CUMBERLAND AVENUE, LYING EAST OF AND ADJACENT THERETO. LESS THE SOUTH 140.00 FEET THEREOF.

THE ABOVE DESCRIBED PARCEL CONTAINS A TOTAL OF 2.980 ACRES, MORE OR LESS.

SURVEYORS NOTES:

1. *NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. PRINTED COPIES OF A DIGITAL SIGNED AND SEALED SURVEY ARE NOT VALID.*
2. *LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD, BY THIS FIRM.*
3. *REVISIONS DO NOT CONSTITUTE A RE-CERTIFICATION OF THE EXISTING FIELD CONDITIONS OF THIS SURVEY.*
4. *BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF WEST OHIO STREET AS BEING S89°18'08"W (ASSUMED).*
5. *THE DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.*
6. *UNDERGROUND IMPROVEMENTS AND INSTALLATIONS HAVE NOT BEEN LOCATED.*
7. *THE LANDS SHOWN HEREON LIE ENTIRELY WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD) ACCORDING TO "FIRM" MAP NO. 12095C0260F, COMMUNITY NO. 120179, DATED SEPTEMBER 25, 2009.*
8. *THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.052 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.*

Curve Table					
CURVE #	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	5°16'52"	5786.34'	533.35'	S04°40'24"E	533.16'
C3	3°53'11"	5786.34'	392.48'	S03°58'33"E	392.40'
C2	1°23'42"	5786.34'	140.87'	S06°36'59"E	140.87'

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 INCH = 30 FT.

LEGEND/ABBREVIATIONS:

NOT ALL SYMBOLS AND ABBREVIATIONS SHOWN HEREON MAY BE USED

R RADIUS
Δ CENTRAL ANGLE
L LENGTH
CH CHORD
CB CHORD BEARING
T.B. TANGENT BEARING
(M) MEASURED
(P) PLAT
(C) CALCULATED
(D) DESCRIPTION
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
O.R. OFFICIAL RECORDS BOOK
PG. PAGE
TYP. TYPICAL
P.T. POINT OF TANGENCY
P.C. POINT OF CURVATURE
IRON ROD & CAP
NAIL & DISC
4"x4" CONCRETE MONUMENT
IRON PIPE
x BARBED WIRE FENCE
WOOD FENCE
CHAIN LINK FENCE
EDGE OF ASPHALT PAVEMENT
℄ CENTERLINE
LB LICENSED BUSINESS
PSM PROFESSIONAL SURVEYOR & MAPPER
PLS PROFESSIONAL LAND SURVEYOR
PVC POLYVINYL CHLORIDE PIPE
RCP REINFORCED CONCRETE PIPE
CMP CORRUGATED METAL PIPE
DIP DUCTILE IRON PIPE
VCP VITRIFIED CLAY PIPE
CPP CORRUGATED PLASTIC PIPE
OHW OVERHEAD UTILITY WIRES
UGP UNDERGROUND POWER LINE
UGG UNDERGROUND GAS LINE
UGT UNDERGROUND TELEPHONE LINE
UGCT UNDERGROUND CABLE TELEVISION
FOC FIBER OPTIC CABLE
WOODEN UTILITY POLE
CONCRETE UTILITY POLE
GUY POLE
GUY ANCHOR
INV=69.73 INVERT ELEVATION
+ 68.51 EXISTING GROUND ELEVATION
60 EXISTING GROUND CONTOUR
SINGLE POST SIGN
DOUBLE POST SIGN
HANDICAPPED PARKING SPACE (H/C)
SITE BENCH MARK (AS INDICATED)
WELL
ELECTRICAL OUTLET
TELEPHONE RISER
FIRE HYDRANT
MWM MASTER WATER ASSEMBLY
SEWER VALVE
WATER VALVE
RWV RECLAIMED WATER VALVE
IRRIGATION VALVE
GAS VALVE
S SANITARY MANHOLE
D DRAINAGE MANHOLE
T TELEPHONE MANHOLE
G GREASE TRAP MANHOLE
P POWER MANHOLE
WATER SHUT-OFF VALVE
POWER TRANSFORMER
WM WATER METER
GM GAS METER
PM POWER METER
WATER BLOW-OFF VALVE
CLEAN-OUT
FIRE DEPARTMENT CONTROL VALVE
ELECTRIC HAND HOLE
WPB WIRING PULL BOX
CTV CABLE TELEVISION RISER
TAC TELEPHONE ACCESS CABINET
CATCH BASIN
DRAIN
CURB INLET
CURB INLET WITHOUT MANHOLE
MITERED END SECTION
VAULT UTILITY VAULT
A/C AIR CONDITIONER
PB POWER BOX
MW MONITORING WELL
LIGHT POLE
WALKWAY LIGHT
TRAFFIC SIGNAL BOX
BOLLARD
CW CROSSWALK POST
TRAFFIC FLOW ARROW
SB SOIL BORING

SHEET 1 OF 1

SECTION 18, 19
TOWNSHIP 22 SOUTH
RANGE 28 EAST

BISHMAN Surveying & Mapping, Inc.
CERTIFICATE OF AUTHORIZATION LB 7274
301 N. TUBB STREET, SUITE 106, OAKLAND, FLORIDA 34760
Phone No. 407.905.8877

Digitally signed by Aron Bishman
Date: 2023.04.26 08:27:39-04'00'

ARON D. BISHMAN LICENSED PROFESSIONAL SURVEYOR AND MAPPER 5668 STATE OF FLORIDA

ARON D. BISHMAN, P.S.M. FLORIDA REGISTRATION NO. 5668

REVISIONS:

JOB NUMBER: 23021.000

SURVEY DATE: 4-20-2023
FIELD BY: T. CONARD
FIELD BOOK: 2302
PAGES: 61
FIELD FILE: 230217C.MJF
DRAWING FILE: 230217C.MJF

ORDINANCE NO. 2024-
(Small-Scale CPA – W. Delaware St. Property)

TAX PARCEL ID: 17-22-28-6144-04-031

CASE NO. CPA-2024-001: W. Delaware St. Property
Small-Scale Comprehensive Plan Amendment

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING THE CITY OF OCOEE COMPREHENSIVE PLAN AS ADOPTED IN 1991, AS AMENDED; AMENDING THE FUTURE LAND USE MAP OF THE OCOEE COMPREHENSIVE PLAN TO CHANGE THE FUTURE LAND USE MAP DESIGNATION FROM PUBLIC FACILITIES/ INSTITUTIONAL TO LOW DENSITY RESIDENTIAL FOR CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 1.0 ACRES LOCATED ON THE NORTH SIDE OF WEST DELAWARE STREET BEGINNING APPROXIMATELY 360 FEET WEST OF THE WEST DELAWARE STREET AND SOUTH BLUFORD AVENUE INTERSECTION; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY FUTURE LAND USE MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the owner (the "Applicant") of certain real property located within the corporate limits of the City of Ocoee, Florida, assigned tax parcel identification number 17-22-28-6144-04-031, more particularly described in **Exhibit "A"** and depicted in **Exhibit "B"**, has submitted an application to the Ocoee City Commission to amend the Comprehensive Plan Future Land Use designation (the "Comprehensive Plan Amendment") of said real property from Institutional to Low Density Residential; and

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

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

February 13, 2024, to consider and make recommendation of said proposed Comprehensive Plan Amendment; and

WHEREAS, pursuant to Section 163.3184(11), Florida Statutes, on Tuesday, March 5, 2024, the Ocoee City Commission held a de novo advertised public hearing with respect to the proposed Comprehensive Plan Amendment and determined, after consideration of public comments, that the proposed Comprehensive Plan Amendment is consistent with the Ocoee Comprehensive Plan.

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

SECTION 1. RECITALS. The foregoing recitals are hereby ratified and confirmed as true and correct and incorporated herein by this reference.

SECTION 2. AUTHORITY. The City Commission of the City of Ocoee has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 163 and 166, Florida Statutes.

SECTION 3. COMPREHENSIVE PLAN AMENDMENT. The Future Land Use Map within the Future Land Use Element of the Ocoee Comprehensive Plan is hereby amended to change the future land use designation of the Subject Property, as particularly described in Exhibit "A" and depicted in Exhibit "B", from Public Facilities/Institutional (INST) to Low Density Residential (LDR).

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

SECTION 5. CONFLICTING ORDINANCES. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

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

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective thirty-one (31) days after adoption, unless challenged prior to that date pursuant to Section 163.3187(5), Florida Statutes.

PASSED AND ADOPTED this _____ day of _____, 2024.

Space intentionally left blank

ATTEST:

_____
Melanie Sibbitt, City Clerk

(SEAL)

APPROVED:
CITY OF OCOEE, FLORIDA

_____
Rusty Johnson, Mayor

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

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

FISHBACK DOMINICK

By: _____
City Attorney

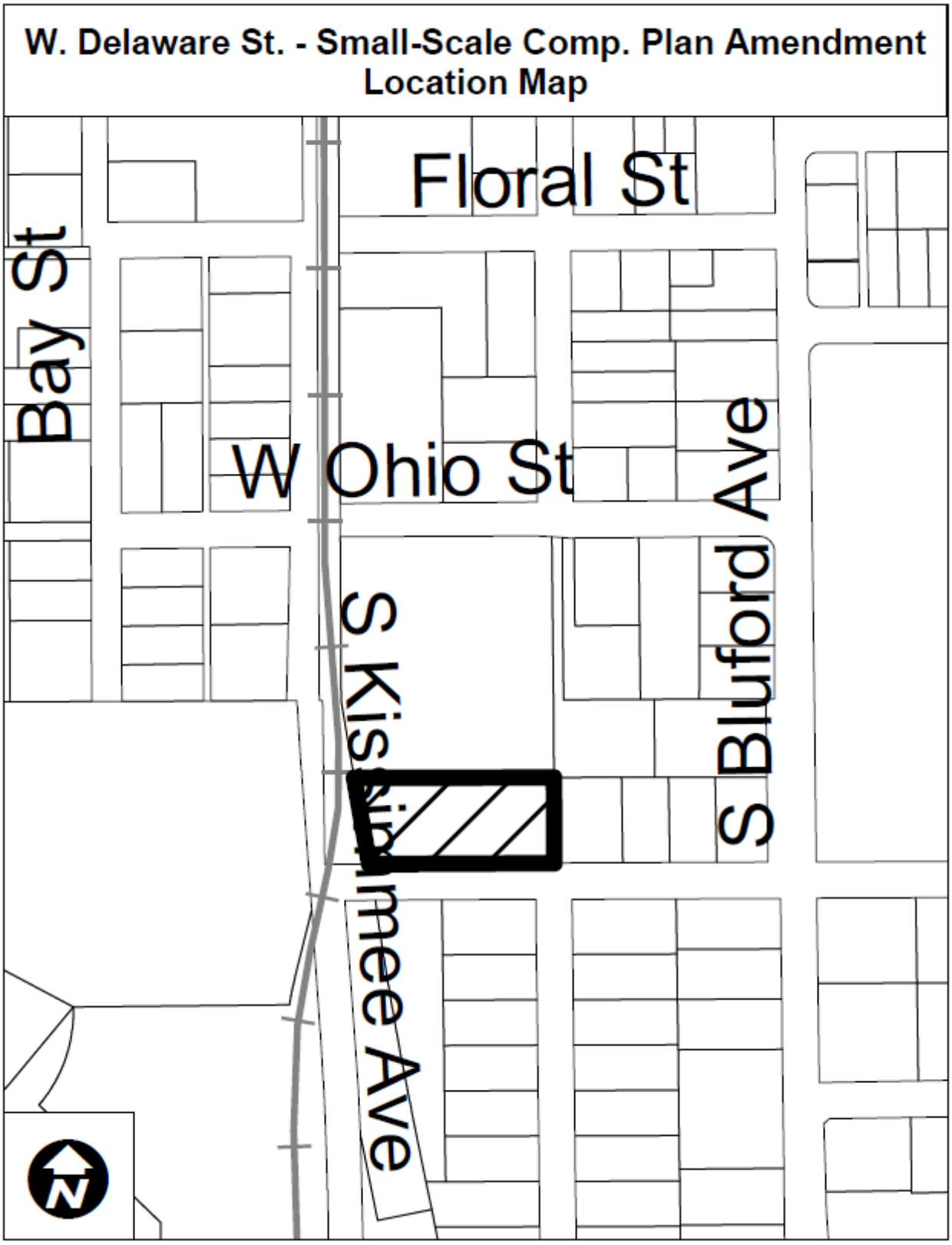
EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ID NO.: 17-22-28-6144-04-031

TOWN OF OCOEE A/100 S 140 FT LOT 3 BLK 4 LYING E OF RR R/W & S 140 FT OF W 30 FT OF VAC R/W ON E PER 20180237168.

EXHIBIT "B"


W. Delaware St. - Small-Scale Comp. Plan Amendment
Location Map
Floral St
Bay St
W Ohio St
S Bluford Ave
S Kissimmee Ave
N

Serial Number
24-00650W

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 March 5, 2024
W Delaware Street

in the Court, was published in said newspaper by print in the

issues of 2/22/2024

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.

Lindsey Padgett

Sworn to and subscribed, and personally appeared by physical presence before me,

22nd day of February, 2024 A.D.

by Lindsey Padgett who is personally known to me.

Notary Public, State of Florida
(SEAL)

Kimberly S. Martin
Comm.:HH 282034
Expires: July 25, 2026
Notary Public - State of Florida

CITY OF OCOEE
NOTICE OF PUBLIC HEARING TO CONSIDER THE W. DELAWARE STREET – WEST PROPERTY SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT FROM PUBLIC FACILITIES/INSTITUTIONAL TO LOW DENSITY RESIDENTIAL
CASE NUMBER: CPA-2024-001

NOTICE IS HEREBY GIVEN, pursuant to Article I, Sections 1-8 and 1-10, and Article V, Section 5-9, of the City of Ocoee Land Development Code that on **TUESDAY, MARCH 5, 2024, at 6:15 p.m.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers located at 1 North Bluford Avenue, Ocoee, Florida, to consider a Small-Scale Comprehensive Plan Amendment (CPA) from Public Facilities/Institutional to Low Density Residential for the W. Delaware Street – West Property. The property contains approximately 1.0 acres and is assigned parcel ID number 17-22-28-6144-04-031. It is located on the north side of West Delaware Street, beginning approximately 360 feet west of the West Delaware Street and South Bluford Avenue intersection.

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING THE CITY OF OCOEE COMPREHENSIVE PLAN AS ADOPTED IN 1991, AS AMENDED; AMENDING THE FUTURE LAND USE MAP OF THE OCOEE COMPREHENSIVE PLAN TO CHANGE THE FUTURE LAND USE MAP DESIGNATION FROM PUBLIC FACILITIES/INSTITUTIONAL TO LOW DENSITY RESIDENTIAL FOR CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 1.0 ACRES LOCATED ON THE NORTH SIDE OF WEST DELAWARE STREET BEGINNING APPROXIMATELY 360 FEET WEST OF THE WEST DELAWARE STREET AND SOUTH BLUFORD AVENUE INTERSECTION; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY FUTURE LAND USE MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file may be inspected at the Ocoee Development Services Department, located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal holidays. The City Commission may continue the public hearing to other dates and times as it deems necessary. Any interested party shall be advised that the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearings and that no further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made during the public hearings will need a record of the proceedings and, for this purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. Persons with disabilities needing assistance to participate in any of the proceedings should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.
February 22, 2024 24-00650W

STAFF REPORT

Meeting Date: March 5, 2024
Item #: 18

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Second Reading of Ordinance for Annual Comprehensive Plan Text Amendment to Adopt Five-Year Schedule of Capital Improvements and Update the Capital Improvement Element (CIE); Project No. CPA-2023-003. (Zoning Manager Whitfield)

Background Summary:

First Reading of Ordinance held on February 20, 2024.

Section 163.3177(3)(a), Florida Statutes (F.S.), requires that the Comprehensive Plan contains a Capital Improvements Element (CIE) designed to consider the need for, prioritization and location of public facilities in order to encourage the efficient use of such facilities as development occurs within the city. The CIE is required to include a Schedule of Capital Improvements (Schedule) incorporating publicly and privately funded projects necessary to ensure that the adopted level of service standards is achieved and maintained. The schedule shall cover at least a 5-year period. Section 163.3177(3)(b), F.S., requires that the City review, modify, and update the Schedule and Capital Improvements Element on an annual basis. This annual update may be accomplished by ordinance and may not be deemed an amendment to the local comprehensive plan under Section 163.3184, F.S.

Capital Improvements Element Policy 1.5 states that the City shall continue, in conjunction with the annual process for the preparation of the operating budget, to prepare/update and adopt a five-year capital improvements program (CIP) in accordance with the timeline and priorities set forth in that Policy as well as Policies 1.1, 1.2 and 1.3. Pursuant to these policies, the City has reviewed its existing public services and facilities and future needs over the next five (5) years and prepared a five-year capital improvement plan and budget. The City conducted two (2) advertised and publicly noticed public hearings to consider the budget and the proposed improvements. The adoption public hearing was held on September 20, 2023. After consideration of public comments, the City Commission adopted the FY 23/24 Budget and Schedule of Capital Improvements at its September 20, 2023, public hearing.

This ordinance proposes to amend the Capital Improvements Element to incorporate the capacity capital improvements from the adopted Five-Year Schedule of Capital Improvements. As such, it does not propose any new projects or improvements not previously reviewed and approved by the Ocoee City Commission. This amendment is applicable city-wide. Thus, no maps are included in the staff report.

Issue:

Should the Honorable Mayor and City Commissioners approve the ordinance to amend the Capital Improvements Element and update the Five-Year Schedule of Capital Improvements within the City's Comprehensive Plan in accordance with Section 163.3177(3), Florida Statutes (F.S.), and Policy 1.5 of the Capital Improvements Element?

Recommendations:

Planning & Zoning Commission (PZC) Recommendation:

The PZC met on Tuesday, February 13, 2024, to consider this item and, finding no issues, made a recommendation of approval of the proposed ordinance to update the Capital Improvements Element and Five-Year Capital Improvements Plan in accordance with Section 163.3177(3), Florida Statutes, and Policy 1.5 of the Capital Improvements Element.

Staff Recommendation:

Staff recommends that the Honorable Mayor and City Commissioners approve the ordinance to amend the Capital Improvements Element and update the Five-Year Schedule of Capital Improvements within the City's Comprehensive Plan in accordance with Section 163.3177(3), Florida Statutes (F.S.), and Policy 1.5 of the Capital Improvements Element.

Attachments:

1. Ordinance
2. Legal Ad

Financial Impacts:

N/A

Type of Item: Second Reading Public Hearing

ORDINANCE NO. 2024-
(Amendment to Capital Improvements Element of the Comprehensive Plan and Update of the Five-Year Schedule of Capital Improvements)
CASE NO. CPA-2023-003

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING THE OCOEE COMPREHENSIVE PLAN AS ADOPTED IN 1991, AS AMENDED, IN ORDER TO COMPLY WITH SECTION 163.3177(3), FLORIDA STATUTES; AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Ocoee (the "Ocoee City Commission") adopted the City of Ocoee Comprehensive Plan pursuant to Chapter 163, Part II, Florida Statutes (F.S.), which has been amended from time to time (the "Comprehensive Plan"); and

WHEREAS, pursuant to Section 163.3177(3)(a), F.S., the Comprehensive Plan shall contain a Capital Improvements Element designed to consider the need for and the location of public facilities in order to encourage the efficient use of such facilities and to include, at a minimum, a five-year schedule of capital improvements which include publicly and privately funded improvements; and

WHEREAS, pursuant to Section 16.3177(3)(b), F.S., the Capital Improvements Element, to include the Five-Year Schedule of Capital Improvements, must be reviewed and updated annually, and such update may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan; and

WHEREAS, pursuant to Section 166.041(3), F.S., on February 13, 2024, the Planning and Zoning Commission held an advertised and publicly noticed public hearing to consider the amendment to the Capital Improvements Element to update the Five-Year Schedule of Capital Improvements; and

WHEREAS, following advertisement and a duly noticed public hearing on the Ordinance, on March 5, 2024, the Ocoee City Commission, in good faith, determined that this Ordinance is in the best interest of the City and its residents and approved the amendment to the Capital Improvements Element to update the Five-Year Schedule of Capital Improvements.

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. **AMENDMENT OF THE COMPREHENSIVE PLAN**. The Ocoee City Commission hereby amends the Capital Improvement Element of the Comprehensive Plan as set forth in **Exhibit "A"** attached hereto and by this reference made a part hereof, with underlines representing additions and strike-throughs representing deletions.

SECTION 3. **TRANSMITTAL**. The City Clerk is hereby authorized to transmit the required copies of the amendment to the City's Capital Improvements Element of the Comprehensive Plan to Florida Commerce in accordance with Section 163.3177(3), Florida Statutes.

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

SECTION 5. **EFFECTIVE DATE**. This Ordinance shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2024.

ATTEST:

_____
Melanie Sibbitt, City Clerk

(SEAL)

APPROVED:
CITY OF OCOEE, FLORIDA

_____
Rusty Johnson, Mayor

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

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA; APPROVED AS TO FORM AND LEGALITY
this _____ day of _____, 2024.
FISHBACK DOMINICK

By: _____
City Attorney

EXHIBIT "A"

The Capital Improvements Element is hereby amended as follows:

***

IV. GOALS, OBJECTIVES, AND POLICIES

***

Policy 1.5: The City shall continue, in the conjunction with the annual process for preparation of the operating budget, to prepare/update and adopt a Five-Year Schedule of Capital Improvements, the first year of which shall be the annual capital portion of the adopted budget. The following criteria shall be followed in developing and updating the Schedule:

A. The timetable for preparation shall be similar to that used for the preparation of the annual budget so that financial resources available for capital projects can be identified, implications of planned capital projects on the operating budget can be reflected.

B. The Schedule (and the process for its update) shall conform to this plan, including specifically, but not limited to, the level of service standards, the implementation of projects identified in the various elements, the criteria for evaluating projects, and the criteria for establishing project priorities.

C. This Element shall be reviewed at least annually in conjunction with the update of the CIP and shall be updated as needed to remain consistent with new information.

D. The limitation on the use of revenue bonds as a percentage of total debt.

E. The maximum ratio of total debt service and outstanding capital indebtedness to total revenue and property tax base. The City of Ocoee will manage its outstanding debt by limiting outstanding capital debt to a 1:10 ratio of total annual debt service to total annual City revenues.

Policy 1.6: Pursuant to Section 163.3177(3)(b), F.S., amendments to the Five-Year Schedule of Capital Improvements may be accomplished by ordinance and may not be deemed to be amendments to the Comprehensive Plan. Table 6 reflects the capacity capital improvements from the City's currently adopted Fiscal Year ~~2022/2027~~2023/2028 Five-Year Schedule of Capital Improvements, as adopted by the Ocoee City Commission on ~~September 21, 2022~~September 20, 2023, to maintain the adopted levels of service standards for parks and recreation, stormwater, transportation and water and sewer utilities.

Table 6. City of Ocoee Five-Year Capital Improvements Plan

#	Improvement Request Title	Funding Source	2023/2024	2024/2025	2025/2026	2026/2027	2027/2028	Total
	Transportation Facilities							
1	Old Winter Garden Road/Maguire Intersection Improvements	CRA	$ 830,616.00					$ 830,616.00
2	Story Road Widening	CRA			$ 800,000.00	$ 9,000,000.00		$ 9,800,000.00
3	Maguire Road Phase 5	CRA		$ 3,000,000.00	$ 3,000,000.00			$ 6,000,000.00
							Transportation Facilities Total:	**$ 16,630,616.00**
	Utility Facilities							
1	Annual Major Water Line Extensions Program	Current Operating Revenue	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00		$ 600,000.00
2	Annual Waste Water Plant Minor Repairs and Upgrades	Current Operating Revenue	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00		$ 200,000.00
3	Annual Water Line Replacement & Upgrade Program	Current Operating Revenue	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00		$ 400,000.00
4	Fullers Cross/Ocoee Apopka & Clinger Cove New Lift Station, Force Main & Upgrade to Clinger Cove Lift Station	ARPA	$ 2,200,000.00					$ 2,200,000.00
5	Lakewood Gravity Sewer Wurst Road to Rewis St	Fund Balance	$ 2,500,000.00					$ 2,500,000.00
6	New Reclaimed Pumping Facility	ARPA	$ 1,784,145.00					$ 1,784,145.00
7	New Reclaimed Storage Tank	ARPA	$ 2,282,231.00					$ 2,282,231.00
8	Replacement of Existing Rotors and Addition of a New Rotor to each of the City's Oxidation Ditches along with Replacement/Upgrade of the Underground Electrical Chases, Associated Gear Boxes, VFD Pumps and Motors	ARPA	$ 735,000.00					$ 735,000.00
9	Transmission Main from OC Inner-connect to New Pump Facility	ARPA	$ 1,069,496.00					$ 1,069,496.00
10	Upgrade to Existing Reuse Pump Station	ARPA	$ 225,000.00					$ 225,000.00
11	Upgrade to Existing Transfer Pump Station	ARPA	$ 187,000.00					$ 187,000.00
12	Ocoee Wastewater Plant Nitrogen Removal - Design 2024/2025 Construction 20252026	Fund Balance		$ 175,000.00	$ 6,000,000.00			$ 6,175,000.00
							Utility Facilities Total:	**$ 18,357,872.00**

					Stormwater Facilities				
1	Regency Project	Current Operating Revenue	$ 193,461.00					$	193,461.00
2	General Stormwater Improvements	Fund Balance	$ 320,000.00	$ 320,000.00	$ 320,000.00			$	960,000.00
							Stormwater Facilities	**$**	**1,153,461.00**
					Parks & Recreation Facilities				
1	Ocoee Action Sports Park - Phase 3	Recreation Impact Fees	$ 290,000.00					$	290,000.00
2	Pickle Ball Court	Recreation Impact Fees	$ 200,000.00					$	200,000.00
3	Pickleball Courts	Recreation Impact Fees				$ 500,000.00		$	500,000.00
							Parks & Recreation Facilities Total:	**$**	**990,000.00**
					GRAND TOTAL:			**$**	**37,131,949.00**

Serial Number
24-00649W

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 March 5, 2024
CIE Update

in the Court, was published in said newspaper by print in the

issues of 2/22/2024

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.

Lindsey Padgett

Sworn to and subscribed, and personally appeared by physical presence before me,

22nd day of February, 2024 A.D.

by Lindsey Padgett who is personally known to me.

Notary Public, State of Florida
(SEAL)

Kimberly S. Martin
Comm.:HH 282034
Expires: July 25, 2026
Notary Public - State of Florida

CITY OF OCOEE
NOTICE OF PUBLIC HEARING
ANNUAL COMPREHENSIVE PLAN TEXT AMENDMENT TO ADOPT THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS AND UPDATE THE CAPITAL IMPROVEMENTS ELEMENT
CASE NUMBER: CPA-2023-003

NOTICE IS HEREBY GIVEN, pursuant to Article I, Sections 1-8 and 1-10, and Article V, Section 5-9, of the City of Ocoee Land Development Code, that on **TUESDAY, MARCH 5, 2024, at 6:15 p.m.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers, 1 North Bluford Avenue, Ocoee, Florida, to consider the adoption of the Five-Year Schedule of Capital Improvements and update the Capital Improvements Element within the City's Comprehensive Plan, in accordance with the requirements of Section 163.3177(3), Florida Statutes, and Policy 1.5 of the Capital Improvements Element of the Comprehensive Plan.

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING THE OCOEE COMPREHENSIVE PLAN AS ADOPTED IN 1991, AS AMENDED, IN ORDER TO COMPLY WITH SECTION 163.3177(3), FLORIDA STATUTES; AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file may be inspected at the Ocoee Development Services Department, located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal holidays. The City Commission may continue the public hearing to other dates and times as it deems necessary. Any interested party shall be advised that the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearings and that no further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made during the public hearings will need a record of the proceedings and, for this purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. Persons with disabilities needing assistance to participate in any of the proceedings should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.

February 22, 2024 24-00649W

STAFF REPORT

Meeting Date: March 5, 2024
Item #: 19

Contact Name: Rebecca Roberts
Contact Number: Ext. 1520

Department Director: Rebecca Roberts
City Manager: Robert Frank

Subject: Approval of Resolution for the City of Ocoee Capital Improvement Revenue Note, Series 2024. (Finance Director Roberts)

Background Summary:

At a previous regular meeting (July 18, 2023), the Commission approved the Public Private Partnership for the design and construction of a Police/Public Safety Training Facility. The cost of the facility is projected to be $12.8 million. The City, after discussion with our Financial Advisor, has determined that the best financing arrangement for the facility is to secure a 10-year note. Financing the facility allows the City to maintain a healthy general fund reserve and to capitalize on current investment rates (5.57%) which are higher than the interest inputted on the note (4.4%).

The attached Capital Improvement Revenue Note Series 2024 was drafted by our Bond Counsel to facilitate the financing.

Issue:

Should the Honorable Mayor and City Commissioners approve the issuance of the City of Ocoee Capital Improvement Revenue Note, Series 2024 Resolution for $10 million for the design, construction, and outfitting of a Police/Public Safety Training Facility?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the issuance of the City of Ocoee Capital Improvement Revenue Note, Series 2024 Resolution for $10 million for the design, construction, and outfitting of a Police/Public Safety Training Facility.

Attachments:

1. Resolution
2. Exhibit D - Proposal
3. Legal Ad

Financial Impacts:

The Capital Improvement Revenue Note, Series 2024 will become a liability to the General Fund. Annual debt service will be paid from non-advalorem public service revenues. The note will be amortized over 10 years.

Type of Item: Public Hearing

RESOLUTION NO. 2024-05

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA AUTHORIZING THE ISSUANCE OF CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2024 (THE "SERIES 2024 NOTE") IN THE PRINCIPAL AMOUNT NOT TO EXCEED $10,000,000 TO FINANCE THE COST OF THE CONSTRUCTION AND EQUIPPING OF A NEW REGIONAL POLICE/PUBLIC SAFETY TRAINING FACILITY AS FURTHER DESCRIBED HEREIN AND TO PAY THE COSTS OF ISSUING THE SERIES 2024 NOTE; PROVIDING THAT THE SERIES 2024 NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM NON-AD VALOREM REVENUES BUDGETED, APPROPRIATED AND DEPOSITED AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE SERIES 2024 NOTE AND FOR THE NEGOTIATED SALE OF SUCH SERIES 2024 NOTE WITH REGIONS CAPITAL ADVANTAGE, INC.; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA THAT:

SECTION 1. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of the Act (as defined in ***Section 2*** hereof).

SECTION 2. Definitions. The following words and phrases shall have the following meanings when used herein:

"2024 Project" shall mean the construction and equipping of a new regional police/public safety training facility, which will include, but not be limited to, an indoor weapons range of various types and lengths, classrooms for instruction, training for law enforcement professionals and a community room for other public safety classes, as such 2024 Project may be modified, from time to time, by subsequent resolution of the Issuer.

"Act" means, collectively, the Constitution of the State of Florida, the Charter of the City of Ocoee, Florida, Chapter 166, Part II, Florida Statutes, as amended, the Issuer's home rule powers and other applicable provisions of law.

"Business Day" means any day except any Saturday or Sunday or day on which the Principal Office of the Lender is closed.

"City Attorney" shall mean the City Attorney of the Issuer.

"City Commission" shall mean the governing body of the Issuer.

"City Manager" shall mean the City Manager or assistant, deputy, interim or acting City Manager of the Issuer.

Clerk" shall mean the City Clerk or assistant or deputy City Clerk of the Issuer, or such other person as may be duly authorized by the City Commission of the Issuer to act on his or her behalf.

"Code" means the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated thereunder or applicable thereto.

"Default Rate" shall mean the sum of the then current Interest Rate plus 6.00% per annum.

"Determination of Taxability" shall mean the circumstance of the interest on the Series 2024 Note becoming includable for federal income tax purposes in the gross income of the Owner, solely as a result of any action or inaction of the Issuer. A Determination of Taxability will be deemed to have occurred if, based solely upon the action or inaction of the Issuer: (i) the Issuer or the Owner shall have received an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency; (ii) there shall have been issued any public or private ruling of the Internal Revenue Service; or (iii) the Issuer or the Owner shall have received an opinion of counsel experienced in tax matters relating to municipal bonds, in each case to the effect that the interest on the Series 2024 Note is not excluded from gross income of the Owner for federal income tax purposes, but in each case only after the Issuer shall have been afforded a reasonable opportunity to contest the same, either directly or in the name of any Owner of the Series 2024 Note, and until the conclusion of any appellate review, if sought.

"Finance Director" means the Finance Director of the Issuer or in her absence or inability to act, such other person as may be duly authorized to act on her behalf.

"Fiscal Year" shall mean the fiscal year of the Issuer, which begins on October 1 and ends on September 30 of each calendar year.

"Interest Rate" shall be as defined in ***Section 7(A)*** hereof, and shall be subject to adjustment as provided in ***Section 7(B)*** hereof.

"Issuer" or *"City"* means the City of Ocoee, Florida, a municipal corporation of the State of Florida.

"Lender" means Regions Capital Advantage, Inc., together with its successors and assigns, as the initial Owner of the Series 2024 Note.

"Maturity Date" means October 1, 2033.

"Mayor" means the Mayor of the Issuer or in his or her absence or inability to act, the Vice Mayor of the Issuer or such other person as may be duly authorized by the City Commission to act on its behalf.

"Non-Ad Valorem Revenues" shall mean unencumbered legally available revenues of the City derived from any source whatsoever, other than ad valorem taxation on real and personal property, which are legally available for payment by the City of debt service on the Series 2024 Note, after the payment from the sources of Non-Ad Valorem Revenues pledged thereto of the principal of and interest on any other obligations of the City previously and hereafter issued which have a prior specific pledge on a source of the Non-Ad Valorem Revenues.

"Owner" means the Person in whose name the Series 2024 Note shall be registered on the books of the Issuer kept for that purpose in accordance with provisions of this Resolution.

"Person" means natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

"Pledged Revenues" means the Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided herein.

"Principal Office" means, with respect to the Lender, the office located at 1900 Fifth Avenue North, Suite 2400, Birmingham, Alabama 35203, or such other office as the Lender may designate to the Issuer in writing.

"Proposal" means the proposal to purchase the Series 2024 Note submitted to the Issuer by the Lender and attached hereto as ***Exhibit D***.

"Resolution" means this Resolution, pursuant to which the Series 2024 Note is authorized to be issued, including any supplemental resolution(s).

"Series 2024 Note" means the Issuer's Capital Improvement Revenue Note, Series 2024, issued pursuant to this Resolution to finance the costs of the 2024 Project and to pay the costs associated with the issuance of the Series 2024 Note.

"State" means the State of Florida.

SECTION 3. Findings.

(A) The Issuer deems it necessary, beneficial and in its best financial interest to issue the Series 2024 Note to provide funds to finance the 2024 Project. Issuance of the Series 2024 Note to finance the 2024 Project satisfies a paramount public purpose.

(B) The estimated sum required for the 2024 Project will be derived from the proceeds of the sale of the Series 2024 Note and other available funds of the City.

(C) Debt service on the Series 2024 Note will be payable from the Pledged Revenues as provided herein. It is estimated that Non-Ad Valorem Revenues will be available, after satisfying funding requirements for obligations having an express lien on or pledge thereof and after satisfying funding requirements for essential governmental services of the Issuer, in amounts sufficient to provide for the payment of the principal of and interest on the Series 2024 Note and all other payment obligations hereunder.

(D) The Issuer has received the Proposal from the Lender to purchase the Series 2024 Note.

(E) The City adopted this Resolution after a public hearing preceded by at least seven (7) days notice of the hearing and the proposed action by publication in a newspaper of general circulation in the City in accordance with the requirements of the Charter of the City.

(F) In consideration of the purchase and acceptance of the Series 2024 Note authorized to be issued hereunder by those who shall be the Owner thereof from time to time, this Resolution shall constitute a contract between the Issuer and the Owner.

SECTION 4. Authorization of 2024 Project. The City does hereby authorize the undertaking of the 2024 Project and the financing of the 2024 Project with proceeds of the Series 2024 Note, along with other available funds of the City, in accordance herewith.

SECTION 5. Negotiated Sale. Because of the characteristics of the Series 2024 Note, prevailing market conditions, and in order to complete the issuance of the Series 2024 Note in an expeditious manner, it is in the best interest of the Issuer to accept the Proposal of the Lender to purchase the Series 2024 Note through a negotiated sale. The City Manager is hereby authorized to execute and deliver the Proposal to the Lender. Prior to the issuance of the Series 2024 Note, the Issuer shall receive from the Lender a Lender's Certificate, the form of which is attached hereto as ***Exhibit B*** and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as ***Exhibit C***.

SECTION 6. Authorization of Series 2024 Note. Subject and pursuant to the provisions of this Resolution, the obligation of the Issuer to be known as the "City of Ocoee, Florida, Capital Improvement Revenue Note, Series 2024" is hereby authorized to be issued under and secured by the Pledged Revenues pursuant to this Resolution, in the principal amount not to exceed $10,000,000 for the purpose of providing funds to pay the costs of the 2024 Project and the costs associated with the issuance of the Series 2024 Note.

SECTION 7. Description of the Series 2024 Note. The Series 2024 Note shall be issued in a single denomination equal to the principal amount of the Series 2024 Note, shall be dated the date of its execution and delivery, which shall be a date agreed upon by the Issuer and the Lender, subject to the following terms:

(A) Interest Rate. The Series 2024 Note shall have a fixed interest rate of 4.40%. The interest rate shall be subject to adjustment as described below, and is herein referred to as the

"Interest Rate," calculated on a 360 day year consisting of twelve thirty (30) day months basis; provided, however, that the Interest Rate shall in no event exceed the maximum interest rate permitted by applicable law.

(B) Adjustments to Interest Rate. The Interest Rate on the Series 2024 Note may be adjusted as provided below; provided, however, the Interest Rate on the Series 2024 Note shall not exceed the maximum interest rate permitted by applicable law:

(1) Upon a Determination of Taxability, the following shall occur: (i) the Interest Rate on the Series 2024 Note shall be increased to a rate providing an after-tax yield on the then outstanding principal amount of the Series 2024 Note at least equal to the after-tax yield the Owner could have received if a Determination of Taxability had not occurred, and (ii) the Issuer shall pay to the Owner, on demand, any interest, penalties or charges owed by the Owner as a result of interest on the Series 2024 Note becoming included in the gross income of the Owner, together with any and all attorneys' fees, court costs, or other out-of-pocket costs incurred by the Owner in connection therewith.

(2) Upon the occurrence and during the continuance of an Event of Default as described in ***Section 22*** hereof, the Interest Rate shall be adjusted to the Default Rate.

(C) Interest Payment Dates. Interest on the Series 2024 Note shall be paid semi-annually, commencing October 1, 2024, and on each April 1 and October 1 thereafter (each an "Interest Payment Date") until the Maturity Date, unless earlier redeemed.

(D) Principal Payment Dates; Prepayment. Principal on the Series 2024 Note shall be paid annually, commencing October 1, 2024, and on each October 1 thereafter (each a "Principal Payment Date") until the Maturity Date, unless earlier redeemed. The amount of principal due on each Principal Payment Date shall be as provided in the form of the Series 2024 Note attached hereto as ***Exhibit A***.

The Series 2024 Note is not subject to early prepayment prior to September 7, 2027. On and after September 7, 2027, the Issuer may prepay, at its option, all or a part of the Series 2024 Note. Prepayments in whole may be made on any date while partial prepayments may be made only on a Principal Payment Date and only in an amount of not less than $100,000. Partial prepayments shall be applied in inverse order of scheduled principal payments. The Issuer shall provide the Owner with prior written notice of any prepayment not less than ten (10) calendar days prior to the date scheduled for prepayment.

(E) Form of Series 2024 Note. The Series 2024 Note is to be in substantially the form set forth in ***Exhibit A*** attached hereto, together with such non-material changes as shall be approved by the Mayor, following review by the City Manager, Finance Director and City Attorney, such approval to be conclusively evidenced by the execution thereof by the Mayor. The Series 2024 Note shall be executed on behalf of the Issuer with the manual or facsimile signature

of the Mayor and the official seal of the Issuer, and be attested and countersigned with the manual or facsimile signature of the Clerk and approved as to form by the City Attorney. In case any one or more of the officers who shall have signed or sealed the Series 2024 Note or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Series 2024 Note so signed and sealed has been actually sold and delivered, such Series 2024 Note may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Series 2024 Note had not ceased to hold such office. The Series 2024 Note may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Series 2024 Note shall hold the proper office of the Issuer, although, at the date of such Series 2024 Note, such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Series 2024 Note shall be actually sold and delivered.

SECTION 8. Registration, Transfer and Exchange of Series 2024 Note; Persons Treated as Owner. The Series 2024 Note is initially registered to the Lender. So long as the Series 2024 Note shall remain unpaid, the Clerk will keep books for the registration and transfer of the Series 2024 Note. The Series 2024 Note shall be transferable only upon such registration books; provided, however, that the Series 2024 Note may be transferred only in whole and not in part and any such transfer shall be made only to an "accredited investor" as such term is defined in the Securities Act of 1933, as amended, and Regulation D thereunder. Notwithstanding the foregoing, nothing in this Resolution or in the Series 2024 Note shall be construed to prohibit the Lender from granting a participation or participations in the Series 2024 Note to any other bank or banks affiliated with the Lender or any subsidiary thereof.

The Person in whose name the Series 2024 Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal of and interest on such Series 2024 Note shall be made only to or upon the written order of the Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2024 Note to the extent of the sum or sums so paid.

SECTION 9. Payment of Principal and Interest; Limited Obligation. The Issuer promises that it will promptly pay the principal of and interest on the Series 2024 Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Series 2024 Note shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Constitution of the State of Florida, but shall be payable solely from the Pledged Revenues in accordance with the terms hereof. No holder of the Series 2024 Note issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power to pay such Series 2024 Note, or be entitled to payment of such Series 2024 Note from any funds of the Issuer except from the Pledged Revenues as described herein.

SECTION 10. Privately Negotiated Loan. The Issuer acknowledges and agrees that the Lender is purchasing the Series 2024 Note in evidence of a privately negotiated loan and in that connection the Series 2024 Note shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by the CUSIP Service Bureau.

SECTION 11. Covenant to Budget and Appropriate. (A) The City covenants to budget and appropriate in each such Fiscal Year such amount of Non-Ad Valorem Revenues sufficient to provide for the timely payment of the principal of and interest on the Series 2024 Note and any other amounts required to be paid thereunder. Subject to the next paragraph, the City covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund (defined below), amounts sufficient to pay the principal of, and interest on the Series 2024 Note as the same shall become due. Such covenant and agreement on the part of the City to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. The City further acknowledges and agrees that the obligations of the City to include the amount of such amendments in each of its annual budgets and to budget and pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein. Notwithstanding the foregoing or any provision of this Resolution to the contrary, the City does not covenant to maintain any services or programs now maintained by the City which generate Non-Ad Valorem Revenues or to maintain the charges it presently collects for any such services or programs.

Until such monies are budgeted, appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the City from pledging in the future its Non-Ad Valorem Revenues, nor does it require the City to levy and collect any particular Non-Ad Valorem Revenues. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Resolution or the Series 2024 Note to the contrary notwithstanding, it is understood and agreed that nothing herein shall compel the City to maintain or continue any of the activities of the City which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. Until such monies are budgeted, appropriated and deposited as provided herein, the obligations of the City hereunder shall not be construed as a pledge of or a lien on all or any Non-Ad Valorem Revenues of the City, but shall be payable solely as provided herein subject to the availability of Non-Ad Valorem Revenues after satisfaction of funding requirements for obligations having an express lien on or pledge of such revenues, payment of services and programs which are for essential public

purposes affecting the health, welfare and safety of the inhabitants of the City, and subject to the provisions of Section 166.241, Florida Statutes.

The City does hereby create and establish the City of Ocoee, Florida, Capital Improvement Revenue Note, Series 2024 debt service fund (the "Debt Service Fund"). The City shall deposit all Non-Ad Valorem Revenues budgeted and appropriated for payment of debt service on the Series 2024 Note or any other obligations of the City arising thereunder into the Debt Service Fund before the date such amounts are needed to pay the principal, interest, or other obligations coming due on the Series 2024 Note. The Owner of the Series 2024 Note shall not have a lien on the Non-Ad Valorem Revenues until such Non-Ad Valorem Revenues are deposited in the Debt Service Fund. This Resolution and the Series 2024 Note do not constitute a lien or encumbrance on the 2024 Project or on any other real or personal property of the Issuer.

(B) During such time as this Series 2024 Note is outstanding which is secured by the Pledged Revenues, the Issuer agrees and covenants with the Owner not to issue additional debt payable from such Pledged Revenues unless the debt service coverage, calculated in accordance with the formula below, exceeds 1.25:1.0 for the preceding twelve (12) months. The Issuer agrees that, as soon as practicable upon the issuance of additional debt by the Issuer which is secured by the Pledged Revenues, it shall deliver to the Owner a certificate setting forth the calculations of the financial ratios provided in this ***Section 11*** and certifying that it is in compliance with the provisions of this ***Section 11***.

The debt service coverage formula shall be calculated as follows:

[Total General Fund Revenues – Ad Valorem Revenues (General Fund) + funds deposited into the General Fund from Enterprise Funds for payment of General Government & Public Safety Expenditures (General Fund] - [Current General Government Expenditures (General Fund) + Current Public Safety Expenditures (General Fund) – Current General Government & Current Public Safety Expenditures paid from Ad Valorem (General Fund]

Maximum Annual Debt Service for both the Existing and Proposed Debt payable from Non-Ad Valorem Revenues

For purposes of calculating the foregoing, if any non-self-supporting revenue debt bears a rate of interest that is not fixed for the entire term of the non-self-supporting revenue debt (excluding any provisions that adjust the interest rate upon a change in tax law or in the tax treatment of interest on the debt or upon a default), then the interest rate on such non-self-supporting revenue debt shall be assumed to be the highest of (x) the average rate of actual interest borne by such non-self-supporting revenue debt during the most recent complete month prior to the date of calculation, (y) for tax-exempt non-self supporting revenue debt, The Bond Buyer Revenue Bond 30-Year Index last published in the month preceding the date of calculation plus one percent, or (z) for taxable non-self-supporting revenue debt, the yield on a U.S. Treasury

obligation with a constant maturity closest to but not before the maturity date of such non-self-supporting revenue debt, as reported in Statistical Release H.15 of the Federal Reserve on the last day of the month preceding the date of issuance of such proposed non-self-supporting revenue debt, plus three percent, provided that if the Issuer shall have entered into an interest rate swap or interest rate cap or shall have taken any other action which has the effect of fixing or capping the interest rate on such non-self-supporting revenue debt for the entire term thereof, then such fixed or capped rate (for the applicable notional amount of non-self-supporting revenue debt) shall be used as the applicable rate for the period of such swap or cap, and provided further that if The Bond Buyer Revenue Bond 30-Year Index or Statistical Release H.15 of the Federal Reserve is no longer available or no longer contains the necessary data, such other comparable source of comparable data as selected by the Owner shall be utilized in the foregoing calculations. For the purpose of calculating the foregoing, "balloon indebtedness" (as defined in the immediately succeeding sentence) shall be assumed to amortize over 20 years in substantially equal annual payments at its fixed interest rate and, if the interest rate is not fixed, at the rate calculated pursuant to the immediately preceding sentence. "Balloon indebtedness" is any non-self-supporting revenue debt, twenty percent (20%) or more of the principal amount of which comes due in any single Fiscal Year. As used above, the term "non-self-supporting revenue debt" shall not include any debt payable from revenues of a utility.

SECTION 12. U.S. Patriot Act. The Issuer represents and warrants to the Lender that it is not a person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. The Issuer further represents and warrants to the Lender that, to its knowledge, the Issuer is not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this Resolution on behalf of any person named as a Specially Designated National and Blocked Person.

SECTION 13. Role of Lender. The Issuer understands and acknowledges that the Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Resolution and the Series 2024 Note and any other information, materials or communications provided by the Lender: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lender and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Resolution, information, materials or communications; (c) the Lender and its representatives are acting for their own interests; and (d) the Issuer has been informed that the Issuer should discuss this Resolution and the Series 2024 Note and any such other information, materials or communications with any and all internal and external advisors

and experts that the Issuer deems appropriate before acting on this Resolution or any such other information, materials or communications.

SECTION 14. Payment of Costs of Issuance. The Finance Director is hereby authorized to pay the costs of issuance of the Series 2024 Note from a portion of the proceeds from the sale of the Series 2024 Note.

SECTION 15. Waiver of Jury Trial. To the extent permitted by applicable law, each of the City and the Lender irrevocably and voluntarily waives any right it may have to a trial by jury with respect to any controversy or claim between the City and the Lender, whether arising in contract or tort or by statute, including but not limited to any controversy or claim that arises out of or relates to the Proposal, the Series 2024 Note or this Resolution. This provision is a material inducement for the Lender's determination to purchase the Series 2024 Note and for the parties to enter into the transaction contemplated by the Proposal.

SECTION 16. Amendment. This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Series 2024 Note except with the written consent of the Owner of the Series 2024 Note.

SECTION 17. Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Series 2024 Note is intended or shall be construed to give to any Person other than the Issuer and the Owner any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Owner.

SECTION 18. Series 2024 Note Mutilated, Destroyed, Stolen or Lost. In case the Series 2024 Note shall become mutilated, or be destroyed, stolen or lost, the Issuer shall issue and deliver a new Series 2024 Note of like tenor as the Series 2024 Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated Note, or in lieu of and in substitution for the Series 2024 Note destroyed, stolen or lost and upon the Owner furnishing the Issuer proof of ownership thereof and indemnity reasonably satisfactory to the Issuer and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. The Series 2024 Note so surrendered shall be canceled.

SECTION 19. Impairment of Contract. The Issuer covenants with the Owner of the Series 2024 Note that it will not, without the written consent of the Owner of the Series 2024 Note, enact any ordinance or adopt any resolution which repeals or impairs this Resolution or the Series 2024 Note in any manner adverse to the Owner the rights granted to the Owner of the Series 2024 Note hereunder.

SECTION 20. Budget and Financial Information. The Issuer shall provide the Owner of the Series 2024 Note with a copy of its annual budget within thirty (30) days of its adoption (but no later than thirty (30) days after the start of each Fiscal Year) and such other financial

information regarding the Issuer as the Owner of the Series 2024 Note may reasonably request including, but not limited to, copies of any updated capital improvement plans upon adoption. Additionally, the Issuer shall provide the Owner of the Series 2024 Note with annual financial statements for each Fiscal Year of the Issuer not later than two hundred seventy (270) days after the close of such Fiscal Year, prepared in accordance with applicable law and generally accepted accounting principles and audited by an independent certified public accountant. All accounting terms not specifically defined or specified herein shall have the meanings attributed to such terms under generally accepted accounting principles as in effect from time to time, consistently applied.

SECTION 21. Events of Default; Remedies of Owner. The following shall constitute "Events of Default": (i) if the Issuer fails to pay any payment of principal of or interest on the Series 2024 Note or any other amounts due and payable hereunder or under the Series 2024 Note as the same becomes due and payable (a "Payment Default"); (ii) if the Issuer defaults in the performance or observance of any covenant or agreement contained in this Resolution or the Series 2024 Note (other than set forth in (i) above) and fails to cure the same within thirty (30) days after the Issuer receives written notice from the Owner; (iii) filing of a petition by or against the Issuer relating to bankruptcy, reorganization, arrangement or readjustment of debt of the Issuer or for any other relief relating to the Issuer under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the Issuer, and the continuance of any such event for ninety (90) days undismissed or undischarged; or (iv) the Issuer admits in writing its inability to pay its debts generally as they become due or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself.

Upon the occurrence and during the continuation of any Event of Default, the Owner of the Series 2024 Note may, in addition to any other remedies set forth in this Resolution or Series 2024 Note, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the Issuer or by any officer thereof.

SECTION 22. Notice of an Event of Default. The Issuer shall, within ten (10) Business Days after it acquires knowledge thereof, provide the Owner with written notice of the occurrence of (a) an Event of Default under the Series 2024 Note or this Resolution and (b) any event or condition which is reasonably believed by the Issuer to cause a Payment Default, and shall include with such written notice required by this proviso (b) a detailed statement by a responsible officer of the Issuer of all relevant facts and the actions being taken or proposed by the Issuer to be taken with respect thereto. Regardless of the date of receipt of such notice by the Owner, such date shall not in any way modify the date of occurrence of the actual Event of Default.

SECTION 23. Severability. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 24. Business Days. If any date for the payment of principal and interest on the Series 2024 Note shall fall on a day which is not a Business Day, the payment due on such date shall be due on the next succeeding day which is a Business Day, with the same force and effect as if made on the nominal date provided in this Resolution and interest shall cease to accrue on the date on which such payment was due, if such payment is made on the immediately succeeding Business Day.

SECTION 25. Applicable Provisions of Law. This Resolution shall be governed by and construed in accordance with the laws of the State.

SECTION 26. Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

SECTION 27. Captions. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

SECTION 28. Members of the City Commission of the Issuer Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Resolution or the Series 2024 Note or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future officer, employee, Mayor or any member of the City Commission of the Issuer, either directly or through the Issuer, it being expressly understood: (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the officers, employees, Mayor and the members of the City Commission of the Issuer, as such, under or by reason of the obligations, covenants or agreements contained in this Resolution or implied therefrom, or the Exhibits attached hereto, and (b) that any and all such personal liability, either at common law or in equity or by constitution, statute, or the city's charter of, and any and all such rights and claims against, the officers, employees, Mayor and every such member of the City Commission of the Issuer, as such, are waived and released as a condition of, and as a consideration for, the execution of this Resolution and the issuance of the Series 2024 Note, on the part of the Issuer.

SECTION 29. Authorizations. The Mayor and any member of the City Commission, the City Manager, the Finance Director, the City Attorney, the City Clerk and such other officials and employees of the Issuer as may be designated by the Issuer are each designated as agents of the Issuer in connection with the issuance and delivery of the Series 2024 Note and are authorized

and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the Issuer that are necessary or desirable in connection with the execution and delivery of the Series 2024 Note, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

SECTION 30. Repealer. All resolutions or parts thereof in conflict herewith are hereby repealed.

SECTION 31. No Third Party Beneficiaries. Except such other persons as may be expressly described in this Resolution or in the Series 2024 Note, nothing in this Resolution or in the Series 2024 Note, expressed or implied, is intended or shall be construed to confer upon any person, other than the Issuer and the Owner, any right, remedy or claim, legal or equitable, under and by reason of this Resolution or of the Series 2024 Note, or any provisions thereof, all provisions thereof being intended to be and being for the sole and exclusive benefit of the Issuer and the persons who shall from time to time be the holders.

SECTION 34. Effective Date. This resolution shall become immediately effective upon its passage and adoption.

PASSED AND RESOLVED at the regular meeting of the City Commission held in the City of Ocoee, Florida, on the 5th day of March, 2024.

_____
Rusty Johnson, Mayor

ATTEST:

_____
Melanie Sibbitt, MMC, Clerk

Approved as to form and legality for the use and reliance of the City of Ocoee, Florida, only.

_____
Richard Geller, City Attorney

EXHIBIT A

[FORM OF SERIES 2024 NOTE]

ANY HOLDER SHALL, PRIOR TO BECOMING A HOLDER, EXECUTE A LENDER'S CERTIFICATE IN SUBSTANTIALLY THE FORM ATTACHED TO THE RESOLUTION (HEREIN DEFINED) CERTIFYING, AMONG OTHER THINGS, THAT SUCH HOLDER IS AN "ACCREDITED INVESTOR" AS SUCH TERM IS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED, AND REGULATION D THEREUNDER.

Dated Date: March 7, 2024 $_____

CITY OF OCOEE, FLORIDA
CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2024

Maturity Date: October 1, 2033

Interest Rate: 4.40%
(subject to adjustment as described herein)

KNOW ALL MEN BY THESE PRESENTS that the City of Ocoee, Florida (the "Issuer"), a municipal corporation created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of Regions Capital Advantage, Inc., or its registered assigns (hereinafter, the "Owner"), the principal sum of $10,000,000, on the dates as hereinafter described, together with interest on the principal balance outstanding from time to time at the Interest Rate (subject to adjustment as herein provided). This Series 2024 Note shall have a final maturity date of October 1, 2033 (the "Maturity Date").

This Series 2024 Note is issued pursuant to Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the Issuer and Resolution No. 2024-05 duly adopted by the Issuer on March 5, 2024, as amended and supplemented from time to time (herein referred to as the "Resolution"), and is subject to all the terms and conditions of the Resolution. All terms, conditions and provisions of the Resolution including, without limitation, remedies in the event of default are by this reference thereto incorporated herein as a part of this Series 2024 Note. Payment of this Series 2024 Note is secured by a covenant to budget and appropriate Non-Ad Valorem Revenues of the Issuer. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

This Series 2024 Note shall initially have a fixed interest rate per annum equal to 4.40%, which Interest Rate shall be subject to adjustment as provided herein and in the Resolution, calculated on a 360 day year consisting of twelve thirty (30) day months basis.

The Interest Rate on this Series 2024 Note may be adjusted as provided below; provided, however, the Interest Rate on this Series 2024 Note shall not exceed the maximum interest rate permitted by applicable law:

(1) Upon a Determination of Taxability, the following shall occur: (i) the Interest Rate on the Series 2024 Note shall be increased to a rate providing an after-tax yield on the then outstanding principal amount of the Series 2024 Note at least equal to the after-tax yield the Owner could have received if a Determination of Taxability had not occurred, and (ii) the Issuer shall pay to the Owner, on demand, any interest, penalties or charges owed by the Owner as a result of interest on the Series 2024 Note becoming included in the gross income of the Owner, together with any and all attorneys' fees, court costs, or other out-of-pocket costs incurred by the Owner in connection therewith.

(2) Upon the occurrence and during the continuance of an Event of Default as described in ***Section 22*** of the Resolution, the Interest Rate shall be adjusted to the Default Rate.

Principal of and interest on this Series 2024 Note is payable in lawful money of the United States of America at such place as the Owner may designate to the Issuer in writing.

Interest on this Series 2024 Note shall be paid semi-annually, commencing October 1, 2024, and each April 1 and October 1 thereafter until the Maturity Date, unless earlier redeemed.

Principal on this Series 2024 Note shall be paid annually, in the amounts provided in ***Schedule I*** hereof**,** commencing October 1, 2024, and on each October 1 thereafter until the Maturity Date, unless earlier redeemed.

This Series 2024 Note is not subject to early prepayment prior to September 7, 2027. On and after September 7, 2027, the Issuer may prepay, at its option, all or a part of the Series 2024 Note. Prepayments in whole may be made on any date while partial prepayments may be made only on a Principal Payment Date and only in an amount of not less than $100,000. Partial prepayments shall be applied in inverse order of scheduled principal payments. The Issuer shall provide the Owner with prior written notice of any prepayment not less than ten (10) calendar days prior to the date scheduled for prepayment.

If any date for the payment of principal and interest hereon shall fall on a day which is not a Business Day, the payment due on such date shall be due on the next succeeding day which is a Business Day, with the same force and effect as if made on the nominal date provided in the Resolution and interest shall cease to accrue on the date on which such payment was due, if such payment is made on the immediately succeeding Business Day.

All payments by the Issuer pursuant to this Series 2024 Note shall apply first to accrued interest, then to other charges due the Owner, and the balance thereof shall apply to principal.

THIS SERIES 2024 NOTE DOES NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE HOLDER OF THIS SERIES 2024 NOTE THAT SUCH NOTEHOLDER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE ISSUER OR TAXATION OF ANY REAL OR PERSONAL PROPERTY THEREIN FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS SERIES 2024 NOTE OR THE MAKING OF ANY OTHER PAYMENTS PROVIDED FOR IN THE RESOLUTION. THIS SERIES 2024 NOTE DOES NOT CONSTITUTE A LIEN OR ENCUMBRANCE ON THE 2024 PROJECT OR ON ANY REAL OR PERSONAL PROPERTY OF THE ISSUER.

This Series 2024 Note may be exchanged or transferred by the Owner hereof but only upon the registration books maintained by the Issuer and in the manner provided in the Resolution.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Series 2024 Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Series 2024 Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

[Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City of Ocoee, Florida has caused this Series 2024 Note to be executed in its name by the manual signature of its Mayor and attested by the manual signature of its City Clerk, and its seal to be impressed hereon, all as of this 7th day of March, 2024.

CITY OF OCOEE, FLORIDA

[SEAL]

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Attorney

ASSIGNMENT AND TRANSFER

For value received the undersigned hereby sells, assigns and transfers unto _____

_____

(Please insert Social Security or other identifying number of transferee) the attached Note of the City of Ocoee, Florida, and does hereby constitute and appoint _____, attorney, to transfer the said Note on the books kept for registration thereof, with full power of substitution in the premises.

Date:_____

By:_____(manual signature)___
Title: _____

NOTICE: No transfer will be registered and no new Note will be issued in the name of the Transferee, unless the signature to this assignment corresponds with the name as it appears upon the face of the within Note every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied.

Signature Guaranteed by

_____

[member firm of the New York
Stock Exchange or a commercial
bank or a trust company.]

SCHEDULE I
PRINCIPAL REPAYMENT SCHEDULE

Payment Date	Payment Amount
10/1/2024	$ 489,000
10/1/2025	884,000
10/1/2026	923,000
10/1/2027	964,000
10/1/2028	1,006,000
10/1/2029	1,050,000
10/1/2030	1,096,000
10/1/2031	1,145,000
10/1/2032	1,195,000
10/1/2033	1,248,000

EXHIBIT B

FORM OF LENDER'S CERTIFICATE

This is to certify that REGIONS CAPITAL ADVANTAGE, INC. (the "Lender") has made a loan (the "Loan") to the City of Ocoee, Florida (the "Issuer"). The Loan is evidenced by the Issuer's Capital Improvement Revenue Note, Series 2024 dated March 7, 2024 (the "Note"). The Lender acknowledges that the Loan is being made as a direct loan and not through the purchase of a municipal security and that the Issuer will not make a filing with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access repository. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in a resolution adopted by the City Commission of the Issuer on March 5, 2024 (the "Resolution").

The Lender has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the Loan and no inference should be drawn that the Lender, in the acceptance of said Note, is relying on Note Counsel or Issuer's Counsel as to any such matters other than the legal opinion rendered by Note Counsel, Bryant Miller Olive P.A., and by Issuer's Counsel, Fishback Dominick.

We acknowledge that no CUSIP numbers or credit ratings have been obtained with respect to the Note. We further acknowledge that we are making the Loan for our own account, we do not currently intend to syndicate the Loan, and we will take no action to cause the Note to be characterized as a security.

We are not acting as a broker or other intermediary and are funding the Loan with our own capital and for our own account and not with a present view to a resale or other distribution to the public. The Note will only be sold to an Accredited Investor as such term is defined in the Securities Act of 1933, as amended, and Regulation D. We are a bank as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We are an "accredited investor" as such term is defined in the Securities Act of 1933, as amended, and Regulation D thereunder.

This Certificate is furnished by us as Lender based solely on our knowledge on the day hereof and is solely for the benefit of the Issuer and may not be relied upon by, or published or communicated to, any other person without our express written consent. We disclaim any obligation to supplement this letter to reflect any facts or circumstances that may hereafter come to our attention.

Dated this 7th day of March, 2024.

REGIONS CAPITAL ADVANTAGE, INC.

_____

Name: Bo Buckner
Title: President

EXHIBIT C

FORM OF DISCLOSURE LETTER

The undersigned, Regions Capital Advantage, Inc., as Lender (the "Lender"), proposes to negotiate with the City of Ocoee, Florida (the "Issuer") for the private purchase of its City of Ocoee, Florida, Capital Improvement Revenue Note, Series 2024 (the "Series 2024 Note") in the principal amount of $10,000,000. Prior to the award of the Series 2024 Note, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to Lender in connection with the issuance of the Series 2024 Note (such fees and expenses to be paid by the Issuer):

Butler Snow
Lender Counsel Fees -- $10,000

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lender in connection with the issuance of the Series 2024 Note to any person not regularly employed or retained by the Lender (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lender, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Lender, or to the knowledge of the Lender, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Lender or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Series 2024 Note.

3. The amount of the underwriting spread expected to be realized by the Lender is $0.

4. The management fee to be charged by the Lender is $0.

5. Truth-in-Bonding Statement:

The Series 2024 Note is being issued primarily to finance the costs of the construction and equipping of a new regional police/public safety training facility.

Unless earlier redeemed, the Series 2024 Note is expected to be repaid by October 1, 2033, at a fixed interest rate of 4.40%, with the estimated total interest paid over the life of the Series 2024 Note being $2,461,609.33.

The Series 2024 Note will be payable solely from Pledged Revenues as defined in Resolution No. 2024-05 adopted by the City Commission of the Issuer on March 5, 2024 (the "Resolution"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution. Issuance of the Series 2024 Note is estimated to result in an annual average

of approximately $1,302,607.25 of Pledged Revenues of the Issuer not being available to finance other services of the Issuer during the life of the Series 2024 Note.

6. The name and address of the Lender is as follows:

Regions Capital Advantage, Inc.
1900 Fifth Avenue North, Suite 2400
Birmingham, Alabama 35203

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Lender this 7th day of March, 2024.

REGIONS CAPITAL ADVANTAGE, INC.

_____

Name: Bo Buckner
Title: President

EXHIBIT D

PROPOSAL

February 20, 2024

Joyce Tolbert, NIGP-CPP, CPPB
Procurement Manager
City of Ocoee
150 N Lakeshore Dr
Ocoee, Florida 347612223

Reference: City of Ocoee, Florida $10MM Capital Improvement Revenue Note, Series 2024 – RFP #24-006

Dear Ms. Tolbert:

Regions Capital Advantage, Inc. (the "Lender") is pleased to furnish this Term Sheet (this "Term Sheet") to the City of Ocoee, Florida (the "Borrower" or the "City") for a not-to-exceed $10,000,000 Term Loan (the "Loan" or "Debt Instrument") for the purposes set forth below. We understand that the Borrower intends to close the Loan on or before March 7, 2024 (the "Anticipated Closing Date").

Below you will find the proposed set of terms and conditions associated with this Term Sheet:

Borrower:	City of Ocoee, Florida
Lender:	Regions Capital Advantage, Inc. (the "Lender")
Role of Lender:	The Lender and their representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Term Sheet and any other information, materials or communications provided by the Lender: (a) the Lender and their representatives are not recommending an action to any municipal entity or obligated person; (b) the Lender and their representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Term Sheet, information, materials or communications; (c) the Lender and their representatives are acting for their own interests; and (d) the Borrower has been informed that the Borrower should discuss this Term Sheet and any such other information, materials or communications with any and all internal and external advisors and experts that the Borrower deems appropriate before acting on this Term Sheet or any such other information, materials or communications.

Rebecca Reynolds-Russell
Senior Vice President
Government & Institutional Banking
(407) 310-6074
Rebecca.Reynolds@regions.com

Kyle Dixon
Vice President
Commercial Banking
(407) 361-0414
Kyle.Dixon@regions.com

Privately Negotiated Loan:	The Borrower acknowledges and agrees that the Lender are purchasing the Debt Instrument in evidence of a privately negotiated loan and in that connection the Debt Instrument shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with the Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.
Purpose:	The Loan will finance the construction and equipping of a new Regional Police/Public Safety Training Facility, as well as pay the cost of issuance related to the Loan.
Loan Amount:	Up to $10,000,000
Structure:	Tax-Exempt, non-bank qualified term loan
Interest Rate:	Option A: 4.19% (Prepay after 5 years without penalty) Option B: 4.40 % (Prepay after 3.5 years without penalty) These rates are offered for illustrative purposes only and do not constitute a commitment by the Lender to lend at either indicative rate. The actual initial fixed rate for the Loan may be higher or lower depending on market conditions at the time the Loan is closed. The interest rate may be fixed up to thirty (30) days in advance of closing upon receipt of an executed Term Sheet.
Default Rate:	The interest rate otherwise applicable to the Debt Instrument plus 6.00%.
Repayment:	Principal payable annually on October 1, beginning October 1, 2024. Interest payable semi-annually on April 1 and October 1, beginning October 1, 2024. Interest calculated on a 30/360 basis. Principal payments due shall be substantially similar to those set forth in the Preliminary Loan Amortization Schedule provided in the Request for Proposals and shown in Exhibit A. All payments are due on the same calendar day of the month.
Maturity Date:	October 1, 2033. Maturity Date must fall on a payment due date.
Prepayment:	Option A: Prepayment of principal allowed, without penalty, at any time after 60 months from the Closing Date. Partial redemptions shall be applied in the inverse order of scheduled maturities, shall be made on a principal payment date, and shall not be less than $100,000. Option B: Prepayment of principal allowed, without penalty, at any time after 42 months from the Closing Date. Partial redemptions shall be applied in the inverse order of scheduled maturities, shall be made on a principal payment date, and shall not be less than $100,000.

Other Fees, Costs and Expenses:	The Borrower will be responsible for all out-of-pocket fees, costs and expenses of the Lender (including, without limitation, counsel fees and expenses and costs associated with lien searches, and recordation) incurred in connection with the negotiation, execution, delivery, administration and enforcement of the Loan Documents. In consideration of the undertakings of the Lender hereunder, and recognizing that in connection herewith the Lender will be incurring such fees, costs and expenses, the Borrower agrees to reimburse the Lender for all such fees, costs and expenses, regardless of whether, or to what extent, any of the transactions contemplated hereby are consummated. The Lender will use Butler Snow as Lender's Counsel, and fees and expenses are expected to not exceed $10,000, provided Lender's Counsel is only reviewing documentation. Counsel fees may increase if Lender's Counsel is asked to provide other services.
Security:	Covenant to Budget & Appropriate from legally available Non-Ad Valorem Revenues of the Borrower
Determination of Taxability:	Upon the occurrence of a Determination of Taxability of the Loan, the Borrower agrees to pay to the Lender a rate of interest from the date of Loan funding that would provide the Lender with an after-tax yield on the then outstanding principal amount of this Loan at least equal to the after-tax yield the Lender could have received if a Determination of Taxability had not occurred.
Representations and Warranties:	Usual and customary for this type of financing.

Covenants: Usual and customary for this type of financing, including but not limited to the following:

1) The Borrower shall deliver to the Lender each of the following, in form and substance satisfactory to the Lender:

   (i) Audited financial statements within 270 days after the end of each of the Borrower's Fiscal Years;

   (ii) Annual budget within 30 days of adoption (but no later than 30 days after the start of each Fiscal Year) by the Borrower;

   (iii) Updated capital improvement plans, upon adoption; and,

   (iv) Such other information as reasonably requested by the Lender from time to time.

2) Anti-Dilution Test (1.25x) – the City will agree and covenant with the Owner not to issue debt payable from such Non-Ad Valorem Revenues unless the debt service coverage, calculated in accordance with the formula below, exceeds 1.25:1.0 for the preceding twelve (12) months. The City agrees that, as soon as practicable upon the issuance of debt by the City which is secured by its Non-Ad Valorem Revenues, it shall deliver to the Owner a certificate setting forth the calculations of the financial ratios provided below and certifying that it is in compliance with the provisions of this section.

   The debt service coverage formula shall be calculated as follows:

   [Total General Fund Revenues Ad Valorem Revenues (General Fund) + funds deposited into the General Fund from Enterprise Funds for payment of General Government & Public Safety Expenditure (General Fund)] – [Current General Government Expenditures (General Fund) + Current Public Safety Expenditures (General Fund) – Current General Government & Current Public Safety Expenditures paid from Ad Valorem Revenues (General Fund)]/Maximum Annual Debt Service for both the Existing and Proposed Debt payable from Non-Ad Valorem Revenues

Defaults: Usual and customary for this type of financing.

Remedies: The Lender shall have all the rights and remedies set forth in the Loan Documents, and available at law and in equity, for the enforcement thereof.

Legal Opinions: As an additional condition precedent to the Lender making the Loan, the Borrower shall provide, among other things, the following opinions to the Lender:

(i) an opinion of bond counsel in form and substance satisfactory to the Lender and its counsel in all respects, which shall include opinions to the effect that (a) the Borrower has the authority under the laws of the State of Florida to issue the Debt Instrument and execute and deliver the Loan Documents, (b) that the Debt Instrument have been duly issued and each of the Debt Instrument and the other Loan Documents to which the Borrower is a party has been duly authorized, executed and delivered by the Borrower, (c) that each of the Debt Instrument and the other Loan Documents to which the Borrower is a party is a valid and binding obligation of the Borrower, duly enforceable in accordance with its terms, and (d) that interest on the Debt Instrument is excludable from gross income of the Lender thereof for federal income tax purposes.

Transfer Provisions:	The Lender shall maintain the right to transfer and/or assign, in whole or in part, its rights hereunder, the Debt Instrument and/or the Loan, or, in either case, any interest therein, to any person or entity in its sole and absolute discretion. The Borrower may not assign its rights hereunder or under any of the Loan Documents to any person without the prior written consent of the Lender.
Disclaimer:	This Term Sheet describes some of the basic terms and conditions proposed to be included in the documents between the Lender and the Borrower. This Term Sheet does not purport to summarize all the conditions, covenants, representations, warranties, assignments, events of default, cross default, acceleration events, remedies or other provisions that may be contained in documents required to consummate this financing.
US Patriot Act:	The Borrower represents and warrants to the Lender that neither it nor any of its principals, shareholders, members, partners, or Affiliates, as applicable, is a Person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. The Borrower further represents and warrants to the Lender that the Borrower and its principals, shareholders, members, partners, or Affiliates, as applicable, are not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any Person named as a Specially Designated National and Blocked Person.
Waiver of Jury Trial:	To the extent permitted by applicable law, each of the Borrower and the Lender irrevocably and voluntarily waives any right it may have to a trial by jury with respect to any controversy or claim between the Borrower and the Lender, whether arising in contract or tort or by statute, including but not limited to any controversy or claim that arises out of or relates to this Term Sheet, the Debt Instrument or any of the other Loan Documents. This provision is a material inducement for the Lender's determination to make the Loan and for the parties to enter into the Loan Documents.
Governing Law:	State of Florida

Thank you for providing the Lender with this opportunity to be involved in a financial partnership with the Borrower. The Lender is willing to discuss the terms reflected herein through March 19, 2024. After such date, terms, conditions and pricing may change based on prevailing market conditions and further discussion will be at Lender's sole discretion. We are grateful for your consideration and remain available to promptly respond to any questions that you may have regarding this document. We look forward to hearing from you.

Exhibit A

APPENDIX A
CITY OF OCOEE, FLORIDA

Preliminary Loan Amortization Schedule

Period Ending	Principal
10/01/2024	485,000
10/01/2025	880,000
10/01/2026	920,000
10/01/2027	960,000
10/01/2028	1,005,000
10/01/2029	1,050,000
10/01/2030	1,100,000
10/01/2031	1,145,000
10/01/2032	1,200,000
10/01/2033	1,255,000
	$10,000,000

*Preliminary and subject to change.

EXHIBIT B

In the event Borrower requests Lender to move forward with the approval process after discussion of the aforementioned terms and conditions contained in the Term Sheet, Borrower agrees to reimburse Lender on demand for all out-of-pocket expenses incurred by Lender if the transaction fails to close for any reason other than Lender's decision not to approve the transaction. Such expenses shall include, but not be limited to, legal expenses incurred by Lender.

ACCEPTANCE:

Borrower does hereby agree to all provisions contained in Exhibit B, and elects Interest Rate Option __.

On behalf of City of Ocoee, FL
Borrower Signature:

By: _____

Name: _____

Title: _____

Date: _____

Mayor
Rusty Johnson

City Manager
Robert Frank

Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
Ages Hart, District 4

OCOEE
florida

February 9, 2024

ADDENDUM NO. TWO (2)
CITY OF OCOEE
RFP #24-006
Capital Improvement Revenue Note, Series 2024
Principal Amount Not to Exceed $10,000,000

This Addendum shall modify and become a part of the original RFP Documents for RFP #24-006. This Addendum consists of one (1) page. Respondents should acknowledge receipt of this Addendum in the space provided at the bottom of this Addendum.

Answers to questions received and/or Amendments to the RFP Documents are as follows:

Q1. Please provide a list of any debt along with the terms that the City may have taken during the FY of 2023?

A1. The City did not take on any new debt in 2023.

Q2. Would you be able to provide the anti-dilution test calculation that includes existing debt service and the coverage ratio?

A2. See Addendum #1 posted on Bonfire 2/08/24.

Joyce Tolbert
Joyce Tolbert, NIGP-CPP, CPPB
Procurement Manager
cc: Rebecca Roberts, CPA, Finance Director

Respondents should acknowledge this addendum by completing the section below and submitting along with the other required forms of the RFP.

Respondent: Regions Bank
Signature: Rebecca Reynolds
Name: Rebecca Reynolds
Title: SVP

Q7. Please provide any covenant requirement language for all outstanding non-Enterprise Funds debt.

A7. The Series 2020 and Series 2017 Capital Improvement Revenue Bonds are secured by Half-cent sales taxes, Public Services Taxes and communication services taxes and the Series 2009 are secured by a CBA pledge and it will be maturing on 10/1/2025.

The Series 2017 and 2020 Bonds are rated AA+/AA from Fitch and S&P respectively. Covenants related to these bonds can be found on the attached Link. https://link.edgepilot.com/s/ff6f4715/fvHFHKsUtUyUNP9MCFFagA?u=https://emma.msrb.org/P11430001-P11109599-P11519318.pdf

Covenants relating to the Series 2009 are similar to the proposed Series 2024 Loan.

Joyce Tolbert

Joyce Tolbert, NIGP-CPP, CPPB
Procurement Manager

attachments: Anti-Dilution Test and Schedule of Intergovernmental Revenues

cc: Rebecca Roberts, CPA, Finance Director

Respondents should acknowledge this addendum by completing the section below and submitting along with the other required forms of the RFP.

Respondent: Regions BANK

Signature: Rebecca Reynolds

Name: Rebecca Reynolds

Title: SVP

APPENDIX C

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Status 287.087 hereby certifies that

Regions Bank does:

Name of Business

1. Publish a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction of, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies with the above requirements.

Rebecca Reynolds

Proposer's Signature

2/20/2024

Date

APPENDIX D
CITY OF OCOEE
RFP #24-006 CONFLICT OF INTEREST DISCLOSURE FORM

Award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, who owns assets or capital stock, directly or indirectly, in the Proposer's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this proposal. (Indirect ownership or benefit applies to any members of his or her immediate family.) Proposer certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Proposer agrees to immediately notify the City in writing.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for the City Commission, Evaluation Committee members, and other key City employees and consultants involved in the award of this contract.

According to Chapter 112, Florida Statutes, the term "conflict of interest" "means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest", and refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

X To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Proposal.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Proposal.

Acknowledged by:

Regions BANK
Firm Name

Rebecca Reynolds
Signature

Rebecca Reynolds, Senior Vice President
Name and Title (Print or Type)

2/20/2024
Date

APPENDIX F
Certification Regarding Scrutinized Companies' Lists

The Respondent certifies that the company is not participating in a boycott of Israel. The Respondent certifies that the Respondent is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the Respondent is unable to provide such certification but still seeks to be considered for award of this solicitation, the Respondent shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Respondent agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the claimed exception would be applicable. The City shall have the right to terminate any contract resulting from this solicitation for default if the Respondent is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

Name of Respondent: Regions Bank

By: Rebecca Reynolds
(Authorized Signature)

Title: Senior Vice President

Date: 2/20/2024

APPENDIX B

SWORN STATEMENT UNDER SECTION 287.133 (3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

1. This sworn statement is submitted by Rebecca Reynaos as Senior Vice President of Regions Bank whose business address is 100 N Tampa St, Ste 3400, Tampa FL 33602 and (if applicable) its Federal Employer Identification Number (FEIN) is 63-0371391.

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   A. A predecessor or successor of a person convicted of a public entity crime; or

   B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of Regions BANK, the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

Rebecca Reynolds
By

2/20/2024
Date

STATE OF Florida
CITY OF Pasco

The foregoing instrument was acknowledged before me this 20 day of February, 2024, by Rebecca Reynolds who is personally known to me or who produced a FL DL as identification and who did take an oath.

Sabrina Bonner
Notary Public

My commission expires: 09/07/2025

SABRINA BONNER
Notary Public - State of Florida
Commission # HH 173053
My Comm. Expires Sep 7, 2025

APPENDIX E
RESPONDENT E-VERIFY AFFIDAVIT

I hereby certify that Regions Bank [Respondent] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Regions Bank [Respondent] proof of registration in the E-Verify system is attached to this Affidavit.

Rebecca Reynolds

Print Name: Rebecca Reynolds

Date: 2/20/2024

STATE OF Florida

COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this 02/20/2024 (date) by Rebecca Reynolds (name of officer or agent, title of officer or agent) of Regions Bank (name of Respondent company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced FL DL (type of identification) as identification.

Sabrina Bonner

[Notary Seal]

Notary Public

SABRINA BONNER
Notary Public - State of Florida
Commission # HH 173053
My Comm. Expires Sep 7, 2025

Sabrina Bonner

Name typed, printed or stamped

My Commission Expires: 09/07/2025

APPENDIX G
COMPANY INFORMATION/SIGNATURE SHEET RFP #24-006

FAILURE TO COMPLY WITH THESE RFP INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR QUALIFICATION PACKAGE. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFP INSTRUCTIONS, AND THAT YOU UNDERSTAND THAT THE SUCCESSFUL RESPONDENT WILL BE REQUIRED TO ENTER INTO A LEGALLY BINDING CONTRACT WITH THE CITY OF OCOEE.

Regions Bank
COMPANY NAME

407-310-6014
TELEPHONE (INCLUDE AREA CODE)

n/a
FAX (INCLUDE AREA CODE)

rebecca.reynolds@regions.com
E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

Rebecca Reynolds, SVP
NAME/TITLE (PLEASE PRINT)

100 N Tampa St, Ste 3400
STREET ADDRESS

Tampa FL 33602
CITY STATE ZIP

IF REMITTANCE ADDRESS IS DIFFERENT FROM PURCHASE ORDER ADDRESS, PLEASE INDICATE BELOW:

FEDERAL ID # 63-0371391

____Individual X Corporation ____Partnership ____Other (Specify)_____

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this 20 day of February, 2024.

Personally Known _____ or
Produced Identification ✓

FL DL
(Type of Identification)

SABRINA BONNER
Notary Public - State of Florida
Commission # HH 173053
My Comm. Expires Sep 7, 2025

Notary Public - State of Florida
County of Pasco

Sabrina Bonner
Signature of Notary Public

Sabrina Bonner
Printed, typed or stamped
Commissioned name of Notary Public

Orlando Sentinel
MEDIA GROUP

Published Daily
ORANGE County, Florida

Sold To:
City of Ocoee - CU00104366
1 North Bluford Avenue
OCOEE, FL 34761-2258

Bill To:
City of Ocoee - CU00104366
1 North Bluford Avenue
OCOEE, FL 34761-2258

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11150-Public Hearing Notice
Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Feb 25, 2024.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.



Signature of Affiant

Rose Williams
Name of Affiant

Sworn to and subscribed before me on this 26 day of February, 2024,
by above Affiant, who is personally known to me (X) or who has produced identification ( ).



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

7589639

Orlando Sentinel
MEDIA GROUP

CITY OF OCOEE NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, pursuant to Section C-8-G of the Charter of the City of Ocoee, Florida, that on TUESDAY, MARCH 5, 2024, at 6:15 P.M., or as soon thereafter as practical, the OCOEE CITY COMMISSION will hold a PUBLIC HEARING, preceded by this seven days advance notice thereof, at the City of Ocoee Commission Chambers, 1 North Bluford Avenue, Ocoee, Florida in order to consider a borrowing of money through the issuance of not to exceed $10,000,000 Capital Improvement Revenue Note, Series 2024 (the "Note"). The Note is being issued for the purpose of providing proceeds to finance the 2024 Project for the City as follows:

The "2024 Project" is the construction and equipping of a new regional police/public safety training facility, which will include, but not be limited to, an indoor weapons range of various types and lengths, classrooms for instruction, training for law enforcement professionals and a community room for other public safety classes.

Interested parties are invited to be heard during the public hearing portion of the proposed action. A copy of the proposed action may be examined at Ocoee City Hall, 1 North Bluford Avenue, Ocoee, Florida between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. You are advised that any person who desires to appeal any decision made at the public hearing 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 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.

Melanie Sibbitt, MMC
City Clerk
2/25/2024 7589639

7589639

STAFF REPORT

Meeting Date: March 5, 2024
Item #: 20

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Approval of 125 S. Lakeshore Drive - Barenburg Property Variance Request: Project No. VR-24-01. (Zoning Manager Whitfield)

Background Summary:
Owner/Applicant. The applicant/property owner is David Barenburg.

Property Information: The property is located within City Commission District 2 and contains approximately 0.3 acres. The property is on City water and private septic system. It is zoned R-1AAA (Single-Family Dwelling District). Per Table 5-2 of the Land Development Code (LDC), the minimum zoning regulations for development within the R-1AAA zoning district are as follows:

Lot Size	Front Setback	Side Setback	Rear Setback	Lot Width	Max Building Coverage	Maximum Impervious	Max Building Height	Minimum Living Area
10,000 SF	30 FT	7.5 FT	35 FT	85 FT	35%	50%	35 FT	1,600 SF

The subject property is a corner lot with roadway right-of-way frontage along three (3) sides. Per Section 5-4.G, Article V, LDC, “on any corner lot, the applicable front yard setback shall apply to both street frontages.” Consequently, the northeast property line (which faces S. Lakeshore Drive) and the south and southeast property lines (which face Lafayette Street) are all considered a front yard, and the applicant seeks to construct an accessory structure in one of these front yards. The locational requirements for accessory structures are established in Section 5-6B(1), LDC, which requires that, on double frontage, through or corner lots in residential districts, accessory uses and structures shall not be located in either of the required front yards but may be located in one (1) but not both side yards. The Code only has provisions for corner or through/double-frontage lots but does not have locational requirements for lots with three (3) road frontages like this lot.

Action Requested: The applicant is requesting a variance to the accessory structure locational requirements of Section 5-6B(1), LDC, in order to build an accessory structure, specifically a pool and deck area, to be located in one (1) of the required front yards on Lafayette Street (southeast side). The southeast Lafayette Street side essentially functions as a side yard since the front door faces northeast (South Lakeshore Drive) and the back door faces southwest (Lafayette Street), where a garage was recently constructed following approval of a building setback variance in 2022.

Please note that the supporting documentation submitted with the variance application included a variance to the fence regulations of Section 5-4.1, LDC. However, based on the provisions of Section 5-4.1D(3), LDC, staff finds that the proposed fence location meets Code with the installation of appropriate signage and mirrors on the property to alert drivers to the driveway on Lafayette Street leading to the detached garage and to allow the applicant to see any on-coming vehicles on Lafayette Street. Thus, this analysis is relative to the variance to Section 5-6B(1), LDC.

According to Section 4-9A, LDC, the variance application/applicant must demonstrate:

1. Special conditions and circumstances exist that are peculiar to the land, structures, or required subdivision improvements involved and are not applicable to other lands, structures, or required subdivision improvements;
2. That a literal interpretation of the provisions of these regulations would deprive the applicant of rights commonly enjoyed by other properties with similar conditions;
3. That the special conditions and circumstances do not result from the actions of the applicant; and
4. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by these regulations to other lands, structures, or required subdivision improvements under similar conditions.

Applicant Response: The applicant has explained that the configuration and multiple street frontages of this lot makes improvements challenging and that the lot has a one (1) large front yard facing two roads. The existing structure is located within the minimum setback as well. The applicant further states that other lots in the community have a traditional single front yard and single backyard. This lot is subject to front yard setbacks on three (3) sides. Lastly, the property is served by a private septic system as no City sewer is available or will be available in the near future, and the drain field is located on the southwest side of the property between the recently constructed detached garage and Lafayette Street. Moving the drain field would be cost-prohibitive.

The applicant states that having a pool is a common and often expected improvement to a home which is enjoyed by other property owners. He further states that the circumstances peculiar to this lot are not the result of the applicant/property owner and that granting this variance would not confer special privileges that have been denied others.

Staff Analysis: Staff concurs that having a pool is a right commonly enjoyed by other property owners in the City and finds that there are special conditions and circumstances that are peculiar to this property, including having three (3) roadway frontages at minimum building setbacks of 30 feet and having a drain field in one (1) of the frontages that are essentially the backyard of the house. Code requires that, on through-lots, accessory structures shall not be located in either of the required front yards but may be located in one (1) but not both side yards. In this case, this lot has three (3) front yards (northeast, southeast, and southwest sides), no rear yard, and a narrow side yard (northwest side) of less than ten (10) feet in width. Thus, it is not possible to construct any accessory structure without a variance.

From an accessory structure setback perspective, Section 5-6B(1), LDC, requires that accessory structures (including pool and pool enclosures) be located at a minimum of five (5) feet from the side and rear property lines. If the yard where the pool is proposed to be located were considered a "side" yard, the proposed pool location would comply with this setback requirement as it is located greater than five (5) feet from the southeast property line.

Based on the unique and challenging circumstances of this lot, staff supports the requested variance and finds that the application has adequately demonstrated compliance with the criteria in Section 4-9, LDC.

Issue:

Should the Honorable Mayor and City Commissioners approve a variance to Section 5-6B(1), LDC, in order to

allow an accessory structure, specifically a pool and deck area, to be located in one (1) of the three (3) required front yards, specifically the southeast front yard, on the property located at 125 South Lakeshore Drive and assigned parcel ID number 17-22-28-5504-06-110?

Recommendations:

Planning & Zoning Commission (PZC) Recommendation

The Planning and Zoning Commission heard this item at its February 13, 2024 public hearing. No one spoke in opposition to the requested variance, and on the date of the hearing, the applicant provided a letter of support from a neighbor that was not received in time for inclusion into the PZC packet. That letter of support is now submitted with this City Commission staff report. The Planning and Zoning Commission made a recommendation of approval of a variance to Section 5-6B(1), LDC, in order to allow an accessory structure, specifically a pool and deck area, to be located in one (1) of the three (3) required front yards, specifically the southeast front yard, on the property located at 125 South Lakeshore Drive and assigned parcel ID number 17-22-28-5504-06-110.

Staff Recommendation

Staff recommends that the Honorable Mayor and City Commissioners approve the requested variance to Section 5-6B(1), LDC, in order to allow an accessory structure, specifically a pool and deck area, to be located in one (1) of the three (3) required front yards, specifically the southeast front yard, on the property located at 125 South Lakeshore Drive and assigned parcel ID number 17-22-28-5504-06-110.

Attachments:

1. Location Map
2. Aerial Map
3. Surrounding FLU Map
4. Surrounding Zoning Map
5. Application
6. Barenburg Pool Variance
7. Neighbor Letter
8. Legal Ad

Financial Impacts:

N/A

Type of Item: Public Hearing

125 S. Lakeshore Drive Variance
Location Map



125 S. Lakeshore Drive Barenburg Property - Variance
2022 Aerial Photography



125 S. Lakeshore Drive Barenburg Property - Variance
Surrounding Future Land Use Map

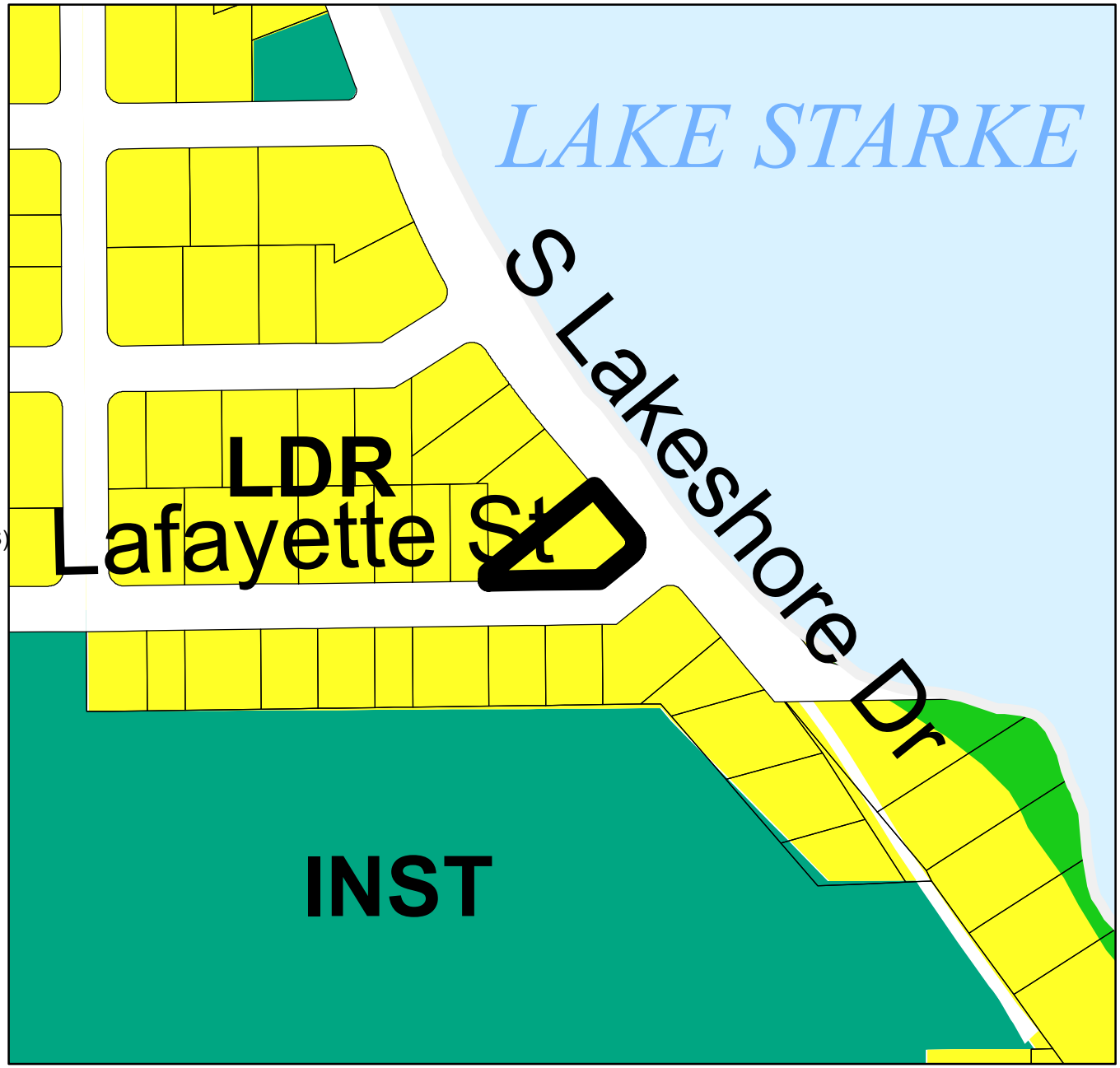
Development Services
Department

0 50 100 200
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)

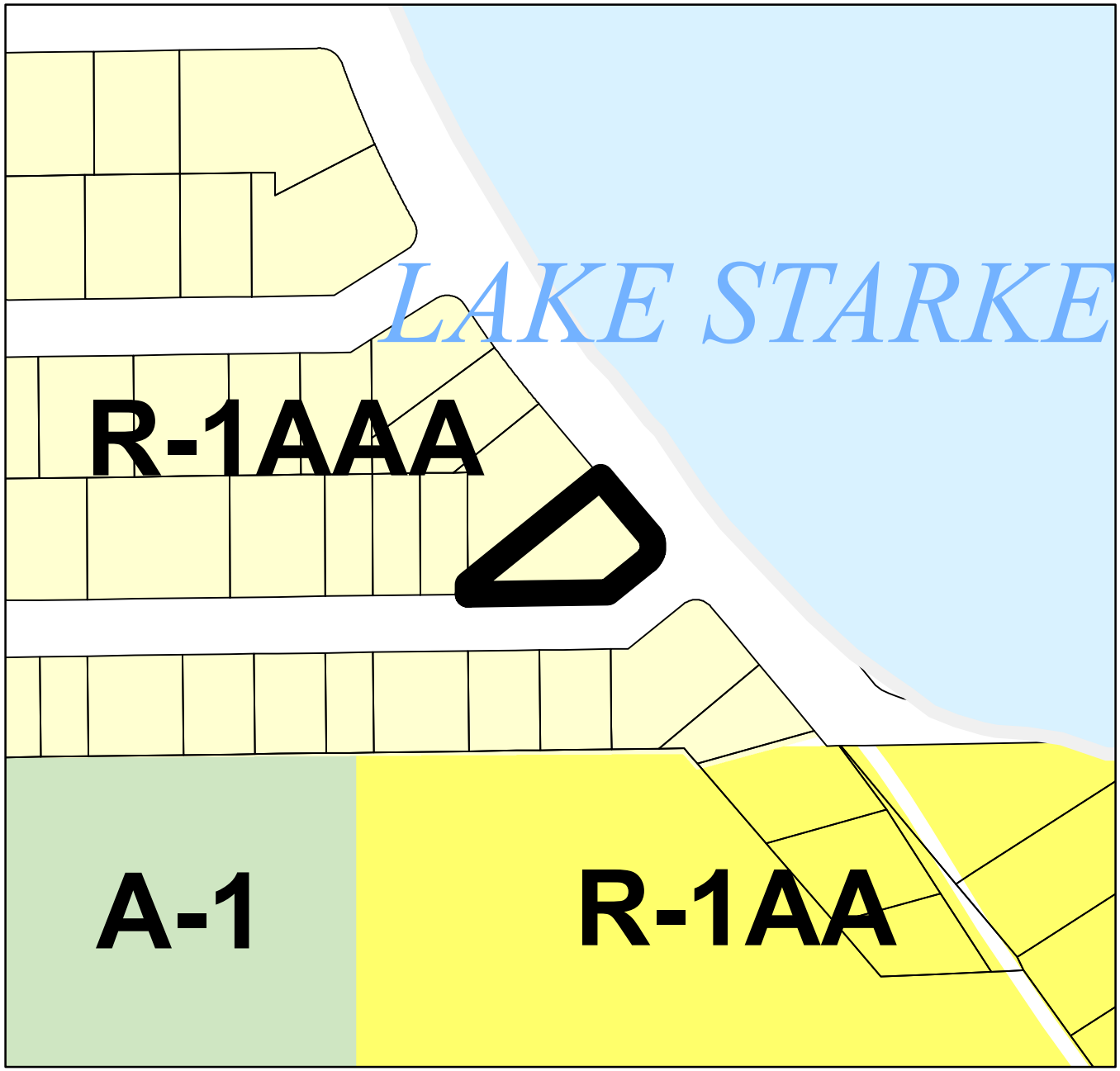


125 S. Lakeshore Drive Barenburg Property - Variance
Surrounding Zoning Map

Development Services
Department

0 40 80 160
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

VARIANCE APPLICATION

Development Services – Planning Division
1 N. Bluford Avenue | Ocoee, FL 34761
Phone: 407.905.3157

RECEIVED
JAN 12 2024
CITY OF OCOEE

Received Date – Office Use Only

PROJECT NUMBER: VR-24-01 DATE RECEIVED: _____

PROJECT NAME: 125 S. Lakeshore Dr. Variance - Barnburg Property

PROJECT DESCRIPTION: Construction of pool with patio (deck) space

APPLICANT'S NAME: David H. Barnburg

APPLICANT'S ADDRESS: 125 South Lakeshore Drive, Ocoee, FL 34761

TELEPHONE NUMBER: 305-922-7330

E-MAIL ADDRESS: MIADave63@gmail.com dhbkrg@gmail.com

OWNER OF RECORD: David H Barenburg

OWNER'S ADDRESS: 125 South Lakeshore Drive, Ocoee, FL 34761

PHONE NUMBER: 305-922-7330

PROPERTY LOCATION: 125 South Lakeshore Drive, Ocoee, FL 34761

A. PROPERTY TAX ID. NO(S):

17-22-28-5504-06-110

Marion Park L/48 Lots 11 and 12 BLK F

- LEGAL DESCRIPTION: ALL APPLICATIONS FOR SUBDIVISION OR SITE PLAN REVIEW MUST PROVIDE THREE (3) EXECUTED, CERTIFIED AND SEALED BOUNDARY SURVEYS FOR THE SUBJECT PARCEL, WHICH SHALL INCLUDE A METES-AND-BOUNDS LEGAL DESCRIPTION. ATTACH SURVEY WITH FULL LEGAL DESCRIPTION AS EXHIBIT.

- PROPOSED USE OF THE SUBJECT PARCEL IF THE PRESENT APPLICATION(S) IS/ARE GRANTED? _____

Residential Pool

CITY OF OCOEE
OWNER'S AFFIDAVIT

STATE OF Florida

COUNTY OF Orange

Affiant, DAVID BARENBURG, who being first duly sworn on oath, depose(s) and say(s):

1. Affiant is the *(check one)* ☑ fee-simple owner of the property legally described in this application.

   ☐ *(insert title)* _____ of *(insert name of company)* _____ which entity is the fee-simple owner of the property legally described in this application.
2. A true and correct legal description for the property is attached to and made a part of this affidavit.
3. The attached ownership list contains the names and mailing address of all owners having an interest in the property described in this application.
4. The owner desires a variance to build a pool (specify action sought) for said property.
5. The owner has appointed (specify agent) n/a to act as the Owner's Authorized Agent to represent the Owner in connection with the proposed action and the real property described in this application.
6. The owner agrees to be bound by the actions of the Owner's Authorized Agent designated above.
7. Affiant affirms and certifies that Affiant, the owner's authorized agent and the will comply with all ordinances, regulations and provisions of the City Code of the City of Ocoee, and that all statements and diagrams submitted herewith are true and accurate to the best of their/his/her knowledge and belief and further, that this application and attachments shall become part of the official records of the City of Ocoee, and are not returnable.
8. That the accompanying adjacent property owners list is, to the best of their/her/his knowledge, a complete and accurate list of the owner's names and mailing addresses for all property lying within three hundred (300) feet of the perimeter of the subject parcel, as recorded on the latest official Orange County Tax Rolls.
9. That prior to the public hearing, if applicable, signs will be prominently posted on the subject parcel not less than seven (12) days before the application will be considered by the Planning and Zoning Board or the Board of Adjustment, and will remain posted until final determination, after which time the notices are to be removed and destroyed.

_____
Affiant's Signature

Sworn to or affirmed and signed by means of ☑ physical presence or □ online notarization on Jun 11, 2024

NOTARY PUBLIC
[Print, type, or stamp commissioned name of notary or clerk to the left of signature]

Affiant is □ personally known; or ☑ produced the following identification: FLDL.

Affiant's Signature

MARISOL MENDEZ
Notary Public - State of Florida
Commission # HH 304507
My Comm. Expires Aug 24, 2026
Bonded through National Notary Assn.

Sworn to or affirmed and signed by means of □ physical presence or □ online notarization on_____, __ 20__.

NOTARY PUBLIC
[Print, type, or stamp commissioned name of notary or clerk to the left of signature]

Affiant is □ personally known; or □ produced the following identification: _____.

Affiant's Signature

Sworn to or affirmed and signed by means of □ physical presence or □ online notarization on_____, __ 20__.

NOTARY PUBLIC
[Print, type, or stamp commissioned name of notary or clerk to the left of signature]

Affiant is □ personally known; or □ produced the following identification: _____.

Affiant's Signature

Sworn to or affirmed and signed by means of □ physical presence or □ online notarization on_____, __ 20__.

NOTARY PUBLIC
[Print, type, or stamp commissioned name of notary or clerk to the left of signature]

Affiant is □ personally known; or □ produced the following identification: _____.

OWNERSHIP LIST

PARCEL ONE:

OWNER'S NAME: _____

OWNERSHIP INTEREST: _____

MAILING ADDRESS: _____

_____

LEGAL DESCRIPTION:

_____

_____

_____

_____

_____

_____

_____

PARCEL TWO:

OWNER'S NAME: _____

OWNERSHIP INTEREST: _____

MAILING ADDRESS: _____

_____

LEGAL DESCRIPTION:

_____

_____

_____

_____

_____

_____

PARCEL THREE:

OWNER'S NAME: _____

OWNERSHIP INTEREST: _____

MAILING ADDRESS: _____

_____

LEGAL DESCRIPTION:

_____

_____

_____

_____

_____

_____

_____

* **NOTE: ATTACH ADDITIONAL SHEETS IF MORE THAN THREE PARCELS.**

- NUMBER OF EXISTING BUILDINGS AND EXISTING LAND USE OF THE SUBJECT PARCEL:

  2 total structures: 1 single story home; 1 single story detached garage

  Residential Use: R-1AAA

- BRIEFLY ADDRESS THE FOLLOWING:

  B. THE NEED AND JUSTIFICATION FOR THE REQUESTED ACTION:

  Accessory structure front yard, pool, required fence, fence more than 50% of existing structure, fence on corner lot

- HOW WILL THE FOLLOWING ESSENTIAL SERVICES BE PROVIDED?

  A. POTABLE WATER: Existing - public utilities

  B. WASTEWATER TREATMENT: Existing - septic/drainfield

  C. STORMWATER MANAGEMENT: Existing - city

  D. RECREATION: N/A

  E. SCHOOLS AND PROJECTED NUMBER OF SCHOOL AGE CHILDREN:

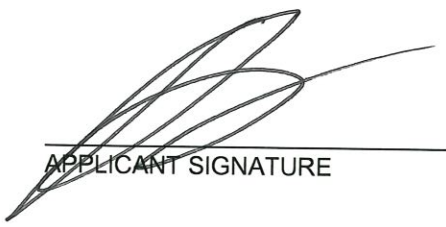
  Ocoee High School, Ocoee Middle School, Ocoee Elementary

  F. MAIN HIGHWAY ACCESS (A traffic study may be required):

  Main Driveway: South Lakeshore Drive Secondary Driveway: Lafayette Street

  G. FIRE PROTECTION (NOTE: Fire flow data will be required before final platting):

  Existing - city provided services



1/11/24

APPLICANT SIGNATURE DATE

Special conditions and circumstances exist for 125 S Lakeshore Drive (Property Tax ID: 17-22-28-5504-06-110 / Marion Park L/48 Lots 11 and 12 BLK F) that necessitate the request for a variance from the Planning and Zoning Committee. Namely:

1. Lot location, shape, and current zoning.
    a. The lot(s) front South Lakeshore Drive and Lafayette. Traditionally, corner lots are more sought after because of the reduction of adjoining neighbors. 125 South Lakeshore's corner lot makes improvements challenging. This was demonstrated in 2023 when the owner submitted another variance for a detached garage, and the Planning and Zoning Committee pointed out that a portion of the existing structure was outside of current setbacks as defined by R-1AAA zoning laws.

    b. Lots 11 and 12 combined, result in what can to as a "bisected right triangle", with Lot 11 being the base of the triangle and Lot 12 being the top of the triangle. Because of this bisected right triangle, Lot 11 fronts South Lakeshore Drive to the east – front yard A - and Lafayette Street to the west – front yard D. Lot 12 fronts South Lakeshore Drive to the east – front yard B- and Lafayette Street to the south – front yard C. The assembled lots, as defined by zoning regulations, result in one large front yard fronting South Lakeshore and Lafayette Streets. The majority of homes on South Lakeshore Drive have double lot configurations, no other home has a lot that fronts two entirely different streets.

    c. Lots 11 and 12 are governed by R-1AAA zoning regulations and guidelines. Due to the irregular shape and the gradual curve of Lafayette Street, all sides of the property are subject to front yard setbacks as defined by those zoning regulations. Other corner lots are not because of the configuration and that they exist on streets that align to a traditional street grid. Further, as Lot 12 tapers to meet Lot 11 on the Lafayette side, setback restrictions are applied to two lots as once instead of the perimeter lot line. This was demonstrated in early 2023 with the application and granting of a variance for the construction of the detached garage.

    Because of the location and shape like the zoning restrictions are (overly) restrictive because they HAVE to be applied to Lots 11 and 12 at the same time instead of the assemblage. No other property on Lakeshore has such a unique circumstance - where both lots are all front yard. Other corner lot properties enjoy more traditional lots having a front yard and back yard. Those properties benefit from the separate application of front, rear, and side yard setbacks. 125 South Lakeshore is subject to front yard setbacks on all sides.

As a final note to this section, because this property, like others that are below Bluford it is not served by City provided sewer. The property has a septic tank and drain-field. The only "land" available for a pool is the location between Lafayette and the existing structure. The property's drain-field is located primarily in Lot 11 between the detached garage (east) and Lafayette Street(south and west). Moving the drain-field to the site of the proposed pool site would (1) be cost prohibitive - on par with the cost of

constructing the pool itself and (2) potentially could result in a smaller drain-field because of the proximity to Starke Lake, if it could be moved at all.

2. Without a variance, improvements like a pool, (a common and often expected improvement) which are enjoyed by other corner lot owners and residents along South Lakeshore Drive and in Marion Park the applicant would be deprived of:
    a. similar enjoyment of common accessory structure enjoyed and granted to others,
    b. similar privacy available and enjoyed by others,
    c. land use commonly available and enjoyed by other residents,
    d. landscaping and curb appeal improvements which could have a financial impact to the owner.

3. The circumstances that necessitate the variance application are not a result of the application itself. The circumstances existed before this application having been demonstrated in 2023 when the City granted the variance for the construction of the detached garage.

4. Granting of the variance will not result in any special privilege being conferred to the property owner and would allow the property to have improvements that are inline with other corner lot properties along the street and those of Marion Park.

VARIANCE APPLICATION

Development Services – Planning Division
1 N. Bluford Avenue | Ocoee, FL 34761
Phone: 407.905.3157

Received Date – Office Use Only

Application Fee for Variance:

Single Family Residence	**$250.00**
All Others	**$500.00**

- A deposit is not required for variance applications.

A separate application fee is collected for each action sought and for non-contiguous parcels or for parcels held under separate ownership.

A variance shall not be granted by the city unless and until a written Variance Application is submitted with the Variance Fee Sheet demonstrating:

1. That special conditions and circumstances exist which are peculiar to the land, structures, or required subdivision improvements involved and which are not applicable to other lands, structures, or required subdivision improvements;

2. That a literal interpretation of the provisions of these regulations would deprive the applicant of rights commonly enjoyed by other properties with similar conditions;

3. That the special conditions and circumstances do not result from the actions of the applicant;

4. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by these regulations to other lands, structures, or required subdivision improvements under similar conditions. No pre-existing conditions of neighboring lands which are contrary to these regulations shall be considered grounds for the issuance of a variance.

125 S Lakeshore Drive

DRAFT Presentation for Variance Application
Purpose: Residential Pool

David H. Barenburg, property owner

Property Address: 125 S Lakeshore Drive

Property faces (entrance & address) Lakeshore Drive

Lots 11 & 12 Parcel 282217550406110

Slide represents owner's masterplan for home & lot and presents the variance request.

Request:

1. 50% off the house
2. Variance for pool in front setback, side street
3. Fence location
4. Pool use in the front

Green area represents the lot(s). It is not inclusive of the right-of-way on Lakeshore or the right-of-way and public sidewalk on Lafayette.



Phase 1: Detached Garage

Completed: July 2023

Construction of 20’x27’x14’ detached garage situated 5 feet from the existing structure and property’s drain field.

Prior Improvements Completed: 2022
Solar Panels and two Tesla Power-walls were permitted, installed, and activated.

Green area represents the lot(s). It is not inclusive of the Lakeshore right-of-way or the Lafayette right-of-way and public sidewalk.



Phase 2: Pool

Expected Start: Spring/Summer 2024

Several pool companies have been consulted; none have been selected, and none have submitted proper drawings due to the variance requirement.
Proper drawings would be submitted with the permit request if variance is granted.

Green area represents the lot(s). It is not inclusive of the Lakeshore right-of-way or the Lafayette right-of-way and public sidewalk.

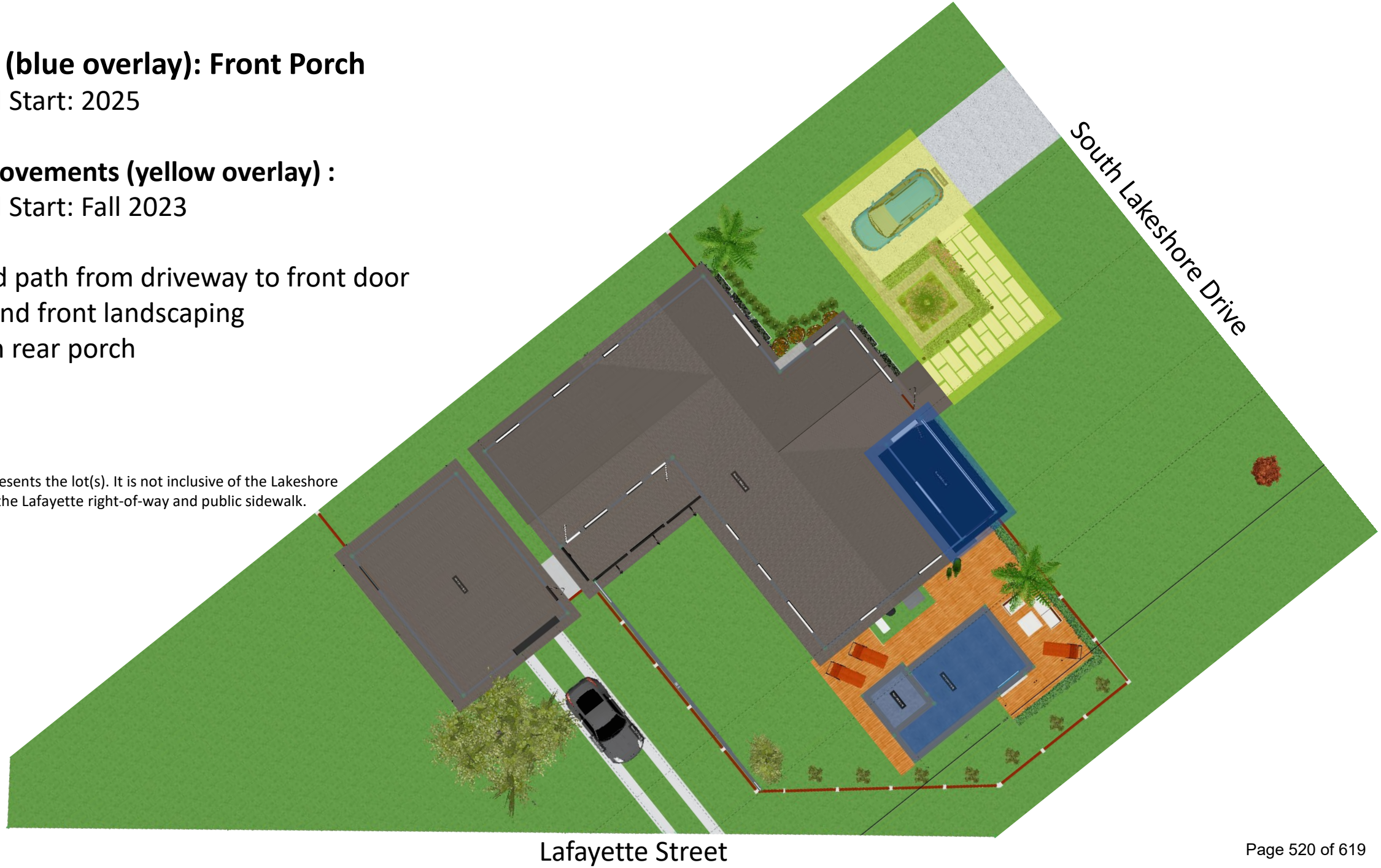


Phase 3 (blue overlay): Front Porch
Expected Start: 2025

DIY Improvements (yellow overlay) :
Expected Start: Fall 2023

Improved path from driveway to front door
Planter and front landscaping
Screen-in rear porch

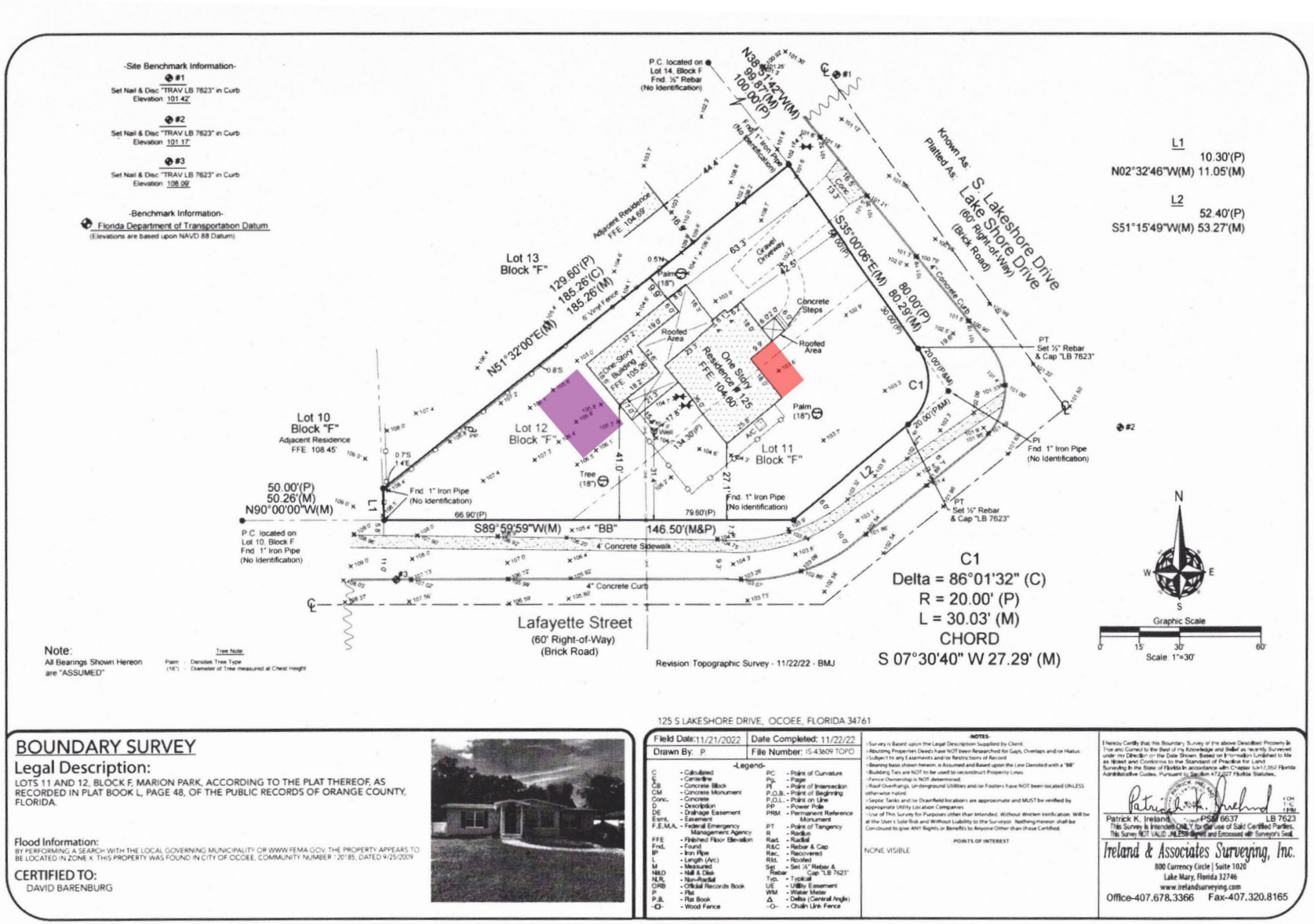
Green area represents the lot(s). It is not inclusive of the Lakeshore right-of-way or the Lafayette right-of-way and public sidewalk.

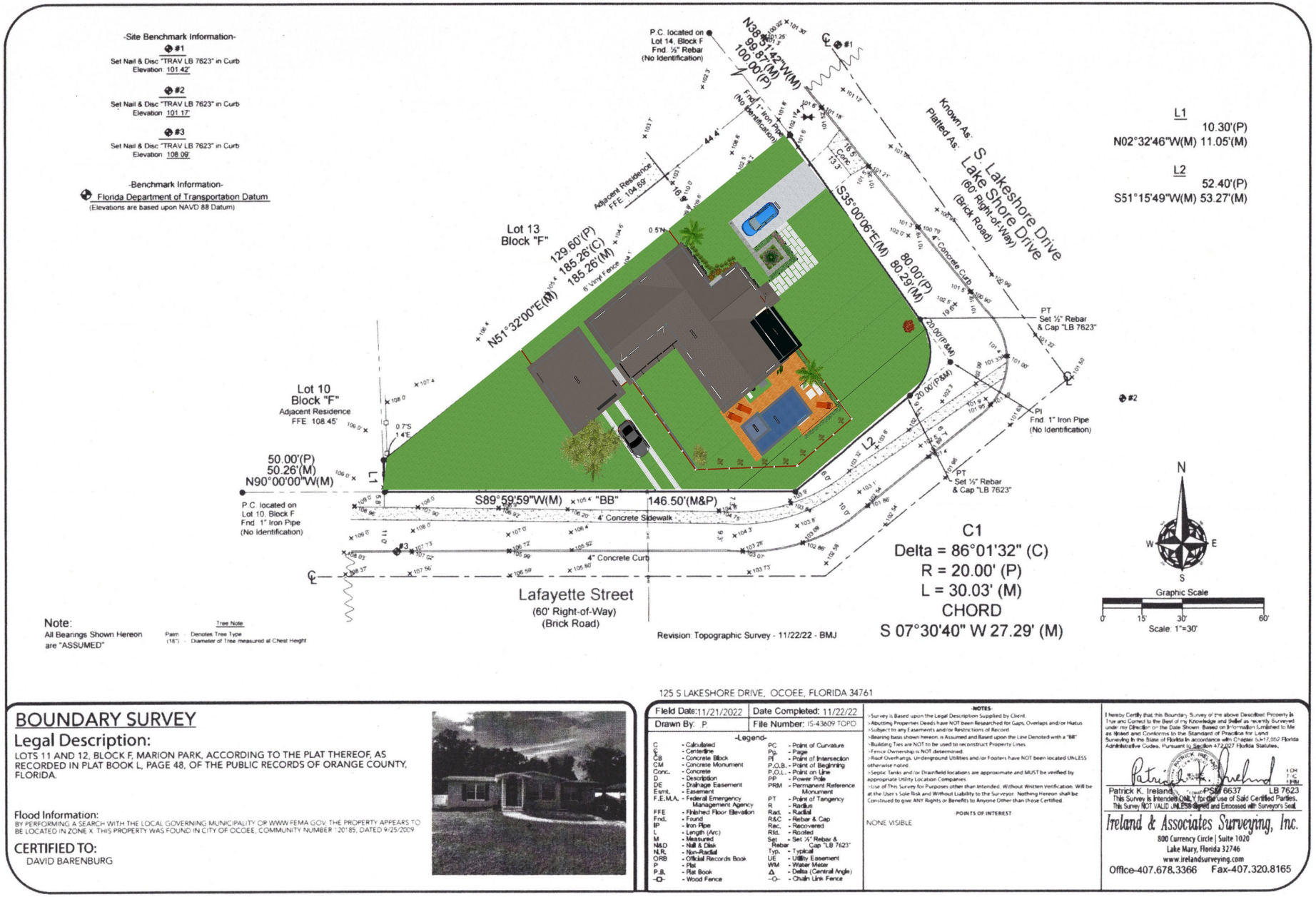


- Property is in an area which maintains 60’ right-of-way.
- Pool fence will not establish a “canyon-like” street feel experienced in subdivisions.
- The property faces Lakeshore.
- There is no pool enclosure planned for this project.
- Addition of pool, landscaping and curb appeal improvements will add value to the property and neighborhood, while not feeling out of place for Marion Park.

Violet: completed garage.

Red: front porch. Planned front porch will be 6’6” deep and 18’ wide. It will not extend past the front plane of the existing structure. Will either be screened- or glassed- in and accessible only from inside the structure or through a door from the fenced in pool area.





125 S LAKESHORE DRIVE, OCOEE, FLORIDA 34761

BOUNDARY SURVEY

Legal Description:

LOTS 11 AND 12, BLOCK F, MARION PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK L, PAGE 48, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Flood Information:
BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN CITY OF OCOEE, COMMUNITY NUMBER 120185, DATED 9/25/2009

CERTIFIED TO:
DAVID BARENBURG

Field Date: 11/21/2022 | Date Completed: 11/22/22
Drawn By: P | File Number: IS-43609 TOPO

-Legend-

C	- Calculated	PC	- Point of Curvature
℄	- Centerline	Pg.	- Page
CB	- Concrete Block	PI	- Point of Intersection
CM	- Concrete Monument	P.O.B.	- Point of Beginning
Conc.	- Concrete	P.O.L.	- Point on Line
D	- Description	PP	- Power Pole
DE	- Drainage Easement	PRM	- Permanent Reference Monument
Esmt.	- Easement		
F.E.M.A.	- Federal Emergency Management Agency	PT	- Point of Tangency
		R	- Radius
FFE	- Finished Floor Elevation	Rad.	- Radial
Fnd.	- Found	R&C	- Rebar & Cap
IP	- Iron Pipe	Rec.	- Recovered
L	- Length (Arc)	Rstd.	- Rosited
M	- Measured	Set	- Set ½" Rebar & Cap "LB 7623"
N&D	- Nail & Disk		
N.R.	- Non-Radial	Typ.	- Typical
ORB	- Official Records Book	UE	- Utility Easement
P	- Plat	WM	- Water Meter
P.B.	- Plat Book	Δ	- Delta (Central Angle)
-O-	- Wood Fence	-O-	- Chain Link Fence

-NOTES-
- Survey is Based upon the Legal Description Supplied by Client.
- Abutting Properties Deed's have NOT been Researched for Gaps, Overlaps and/or Hiatus.
- Subject to any Easements and/or Restrictions of Record.
- Bearing basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB".
- Building Ties are NOT to be used to reconstruct Property Lines.
- Fence Ownership is NOT determined.
- Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted.
- Septic Tanks and/or Drainfield locations are approximate and MUST be verified by appropriate Utility Location Companies.
- Use of This Survey for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to give ANY Rights or Benefits to Anyone Other than those Certified.

POINTS OF INTEREST
NONE VISIBLE

I Hereby Certify that this Boundary Survey of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown. Based on Information furnished to Me as Revised and Conforms to the Standard of Practice for Land Surveying in the State of Florida in accordance with Chapter 5J-17.052 Florida Administrative Codes, Pursuant to Section 472.027 Florida Statutes.

Patrick K. Ireland, PSM 6637, LB 7623
This Survey is Intended ONLY for the use of Said Certified Parties.
This Survey NOT VALID UNLESS Signed and Embossed with Surveyor's Seal.

Ireland & Associates Surveying, Inc.
800 Currency Circle | Suite 1020
Lake Mary, Florida 32746
www.irelandsurveying.com
Office-407.678.3366 Fax-407.320.8165

Illustrates the Master plan, as it relates to the survey conducted in 2022.



Projected Completed View: Lakeshore Drive
illustrates the pool area and front porch/Florida room.

Projected Completed View: Front and Side
Corner of Lafayette St and Lakeshore Dr
illustrates the pool area
(subject of this variance request) as well
as future front porch/Florida room.

NOTE: The green area indicates the lot
as defined by the survey and the
brown and grey areas indicate
the city owned land and sidewalk.





Projected Completed View: Side from Lafayette St

The green area indicates the lot as defined by the survey and the brown and grey areas indicate the city owned land and sidewalk.

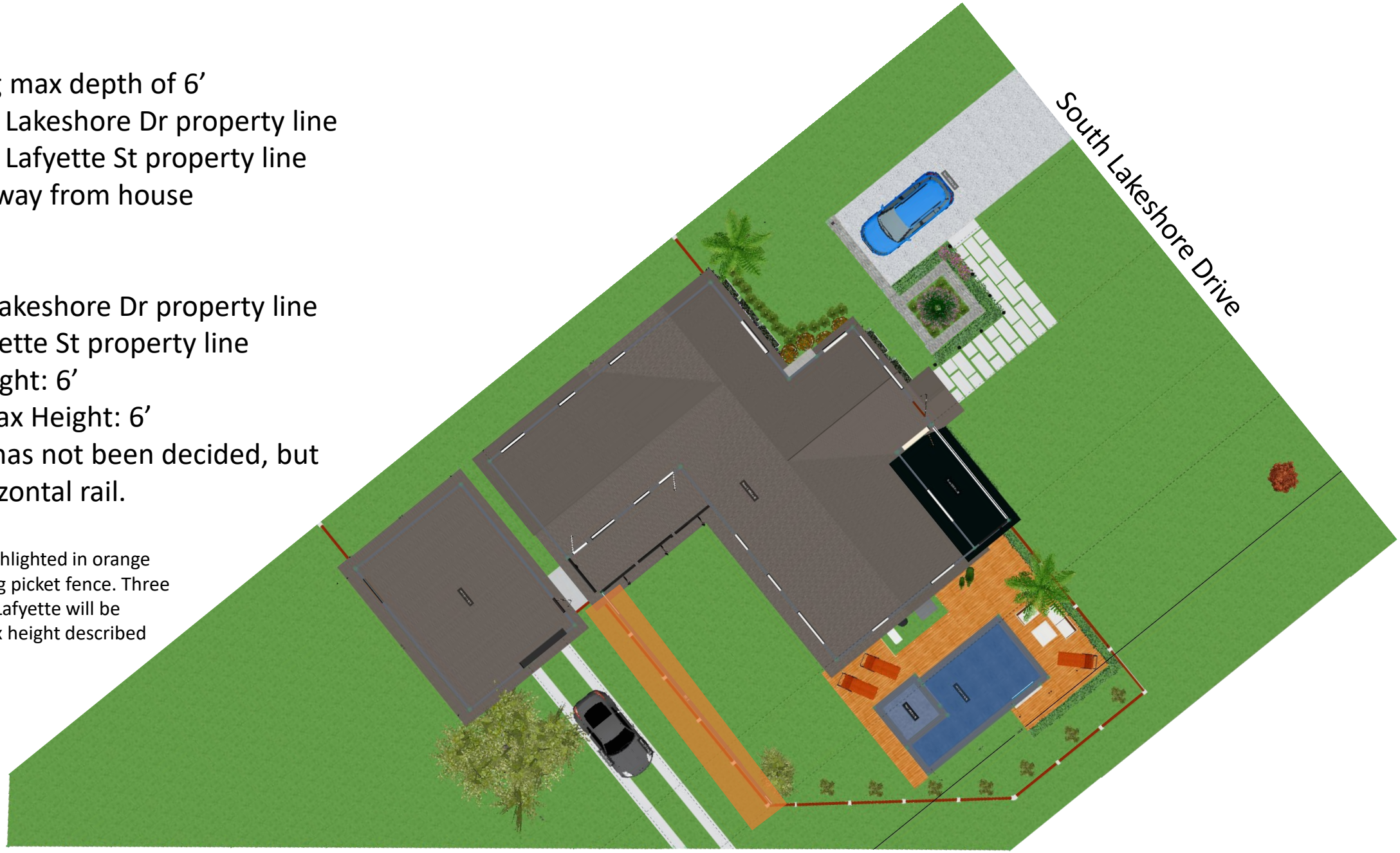


Projected Completed View: Side View non-street side

Pool:
14’ x 24’ long max depth of 6’
57’- 58’ from Lakeshore Dr property line
11’- 16’ from Lafyette St property line
9’- 10’ feet away from house

Fence:
42’ 7” from Lakeshore Dr property line
5’ from Lafayette St property line
Lafayette Height: 6’
Lakeshore Max Height: 6’
Final design has not been decided, but will be a horizontal rail.

Portion of fence highlighted in orange replaces the existing picket fence. Three sections closest to Lafyette will be consistent with max height described above.



Approx 32’ fronting
South Lakeshore

42’ from lot boundary
fronting South Lakeshore

5’4” to 5’7” from
lot boundary fronting
Lafayette

Landscaping with the exception of
The palm tree illustrated in this view
are for placement only and may not
be when pool is delivered.

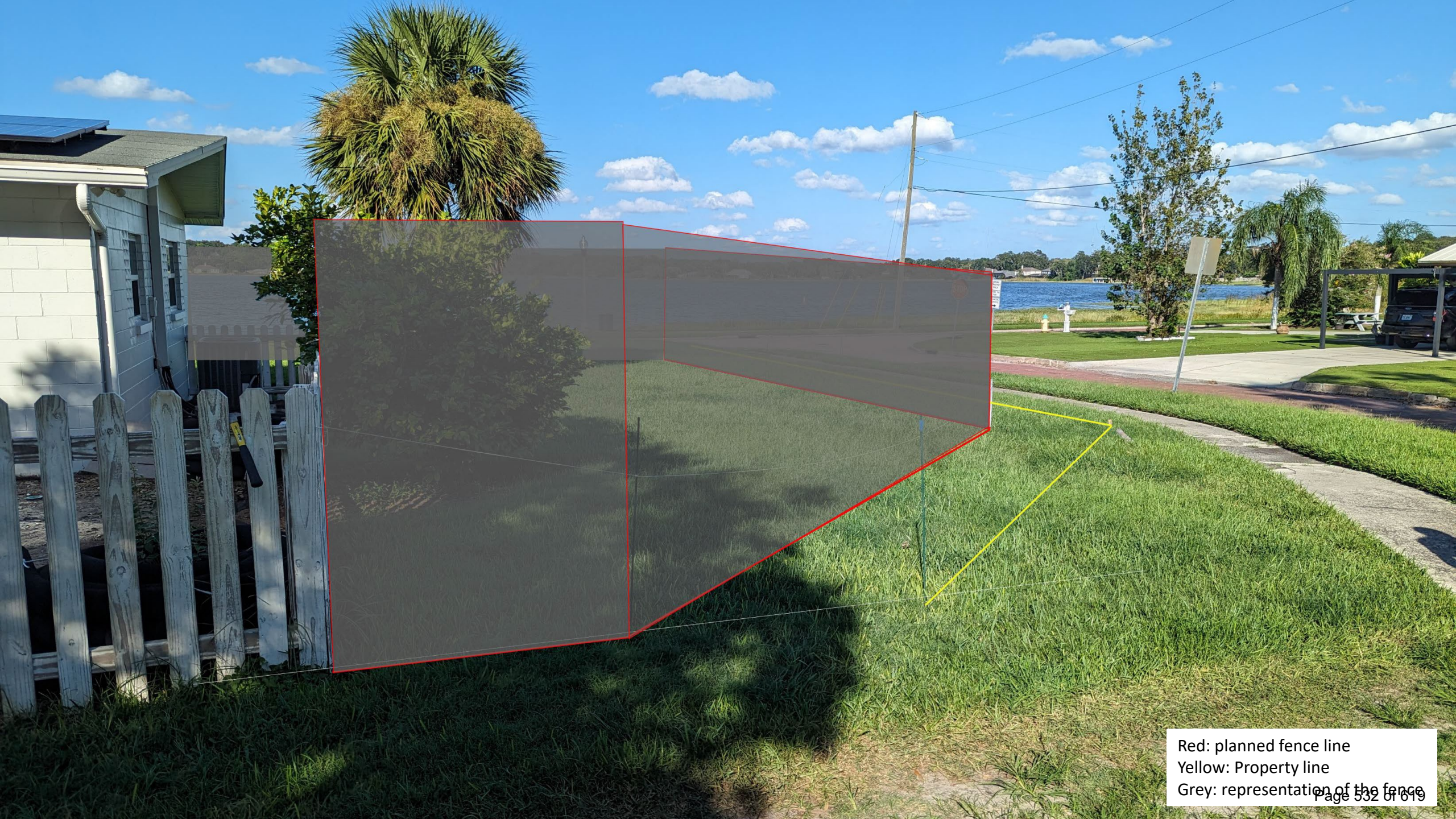



STOP
Red: planned fence line
Yellow: Property line


Red: planned fence line
Yellow: Property line



Red: planned fence line
Yellow: Property line


Red: planned fence line
Yellow: Property line
Grey: representation of the fence


Red: planned fence line
Yellow: Property line
Grey: representation of the fence

View from Lafayette to Lakeshore. Subject property is on the left.

Dark grey rectangle illustrates the fence enclosure for Pool.

Included to illustrate minimal impact to existing site lines.



View from corner of Lakeshore and Lafayette.
Subject property is on the right.

Dark grey rectangles illustrate the fence enclosure for pool. Light grey rectangles illustrate the future front porch/Florida room.

Included to illustrate minimal impact to existing site lines.



Comparable Property 1

4 N Lakeshore Drive

Fence: 1.6’ – 4.2’ feet from property line
Pool: 9.4’ from property line





Comparable Property 2

40 Lafayette ST

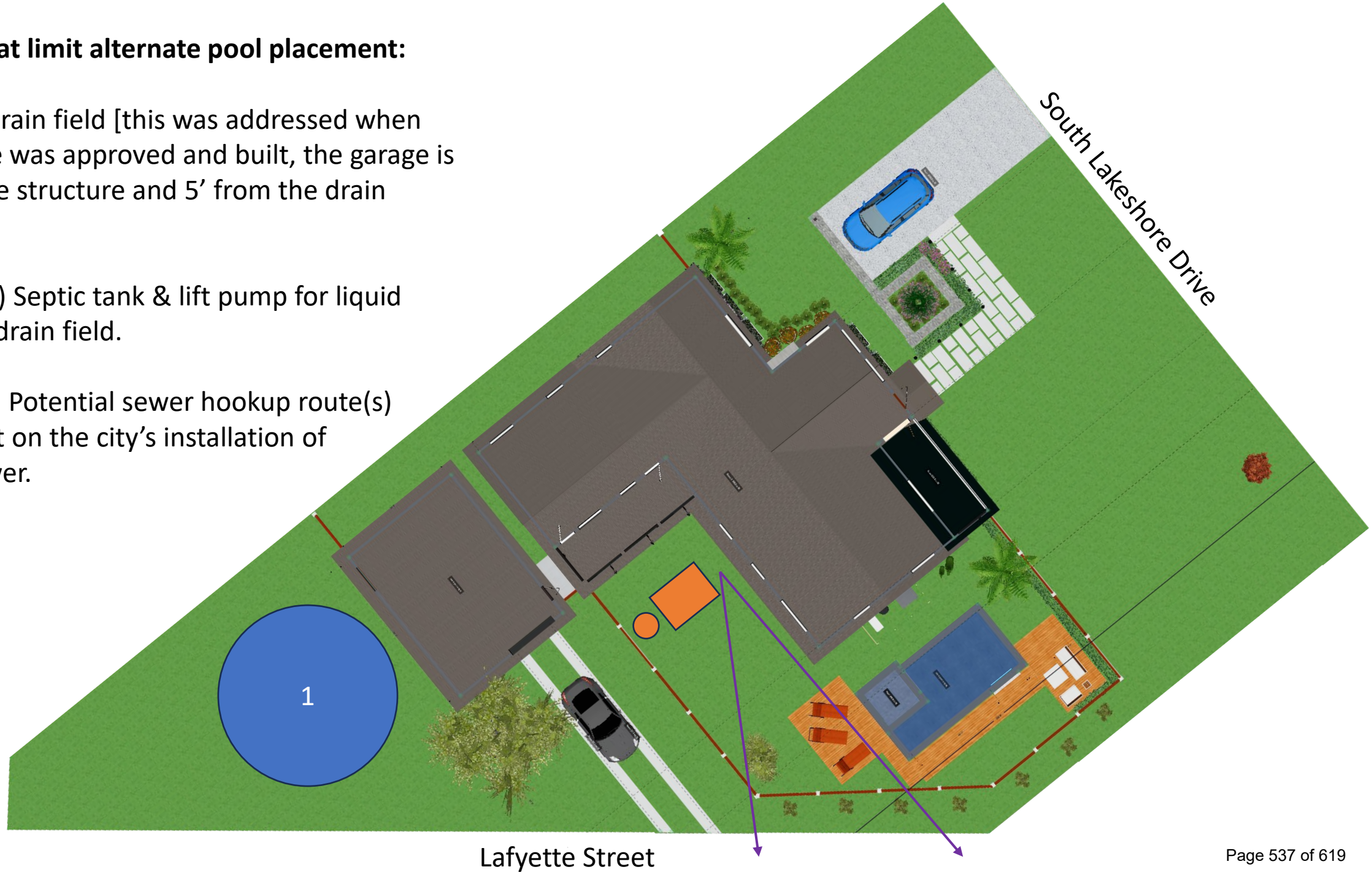
Fence/Pool Enclosure: 4.7’ from property line

Factors that limit alternate pool placement:

1. (blue) Drain field [this was addressed when the garage was approved and built, the garage is 5’ from the structure and 5’ from the drain field].

2. (orange) Septic tank & lift pump for liquid waste for drain field.

3. (purple) Potential sewer hookup route(s) contingent on the city’s installation of public sewer.



Impervious Surface Areas						
	Original	Phase 1: Garage	Phase 2: Pool		Phase 3: Porch/Sunroom	
House Footprint	2,097	2,097	2,097		+117=2,214	
A/C Pad Area	9	9	9		9	
Deck Around Pool			66	458[2]	66	458
Driveways	396	+330[1] = 726	726		726	
Walkways	154.5	154.5	154.5		154.5	
Outbuilding		+540 = 540	540		540	
Total	2,656.5	3,526.5	2,866.5	4050.5	3,709.5	4,101.5
Lot Size	13,103	13,103	13,103		13,103	
Percent ISA	20.273%	26.913%	21.876% -30.912%		28.31% - 31.301%	

[1] Rear (Lafyette Street) driveway is not paved/graveled, measurement is included in case this should change

[2] The pool will have a standard 1-foot-wide apron around the perimeter of the pool, which is reflected in the 66 square foot measurement. The renderings included in this slide illustrate a pool deck, approximate measurement of 343.5 square feet totaling 409.5 square feet. This decking would be wooden/composite material at ground level not a concrete decking, ISA guidelines do not clearly indicate if wood decking should be included in the ISA calculations.

Ocoee City regulations state that ISA can not exceed 50% for this property.

Purchase December 2020	$413,000.00
Solar Panels[3]	$16,520.00
Detached Garage[4]	$45,500.00
Phase 1 (Projected) Value	**$475,020.00**
Pool[5]	$38,000.00
Phase 2 (Projected) Value	**$513,020**
Planned Front Porch[6]	$20,000.00
Screen in Rear Porch	$2,000.00
Landscaping Improvements[7]	$7,500.00
Phase 3 (Projected) Value	**$542,520.00**

[3] According to Zillow, homes with solar panels sell for 4% higher than homes without solar energy in Florida.

[4] Overall national average is that you recoup 65% of the value of your detached garage during resale. http:danleys.com/blog/detached-garage-property-value access 8/27/2023.

[5] Adding an in-ground pool can increase a home's property value 5-8% https://signetpool.com/does-a-pool-increase-home-value-in-florida-heres-what-the-experts-say/

[6] 7 Outdoor Updates That Add Major Value to Your Home. Better Homes and Gardens

[7] Landscaping to Increase Your Home's Value. Florida-Friendly Landscaping.

Henry C. and Patricia S. Morgan
● ● ●
304 S. Lakeshore Drive ● Ocoee, FL 34761-2717
Mobile: 407.497.9686 ● ● e-mail: Hmhighline@earthlink.net

February 7, 2024

City of Ocoee
Planning and Zoning Commission
1 N. Bluford Avenue
Ocoee, FL 34761

Re: Request for Variance, 125 S. Lakeshore Dr. Dave Barenberg

To Whom it May Concern:

We understand Mr. Barenberg is requesting this variance to build a swimming pool on his property.

Please be advised that we fully support him in this endeavor.

Although we are not his immediate neighbors, we pass by his attractive home daily.

We submit to you that everything Mr. Barenburg has done for his property has been first class. We know what whatever he does concerning the subject improvement will also add to the neighborhood.

We are asking that you approve his request.

Respectfully submitted,

Henry and Patricia Morgan

Serial Number
24-00648W

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 March 5, 2024
125 S. Lakeshore

in the Court, was published in said newspaper by print in the

issues of 2/22/2024

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.

Lindsey Padgett

Sworn to and subscribed, and personally appeared by physical presence before me,

22nd day of February, 2024 A.D.

by Lindsey Padgett who is personally known to me.

Notary Public, State of Florida
(SEAL)

Kimberly S. Martin
Comm.:HH 282034
Expires: July 25, 2026
Notary Public - State of Florida

CITY OF OCOEE
NOTICE OF PUBLIC HEARING
125 S. LAKESHORE
VARIANCE REQUEST
CASE NUMBER: VR-24-01

NOTICE IS HEREBY GIVEN, that the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** on **MARCH 5, 2024, at 6:15 P.M.** or as soon thereafter as possible, at the Ocoee City Commission Chambers, 1 North Bluford Avenue, Ocoee, Florida, in order to consider the petition of David Barenburg for a variance according to the provisions of Article IV, Subsection 4-9 of the City of Ocoee Land Development Code (LDC). The property is located at 125 South Lakeshore Drive and is assigned parcel ID # 17-22-28-5504-06-110.

Action Requested: The applicant is requesting a variance to the locational requirements of Section 5-6B(1), LDC, which requires that, on double frontage, through or corner lots in residential districts, accessory uses and structures shall not be located in either of the required front yards but may be located in one (1) but not both side yards. The subject property has three (3) required front yards, specifically one (1) front yard along South Lakeshore Drive and two (2) front yards along Lafayette Street. The applicant is requesting approval for an accessory structure, specifically a pool and deck area, to be located in one (1) of the required front yards on Lafayette Street, which functions essentially as a side yard.

Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file may be inspected at the Ocoee Development Services Department, located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal holidays. The City Commission may continue the public hearing to other dates and times as it deems necessary. Any interested party shall be advised that the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearings and that no further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made during the public hearings will need a record of the proceedings and, for this purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. Persons with disabilities needing assistance to participate in any of the proceedings should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.

February 22, 2024 24-00648W

STAFF REPORT

Meeting Date: March 5, 2024
Item #: 21

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Approval of Ocoee Oaks Joint Venture Large-Scale Preliminary Subdivision Plan: Project No. LS-2023-004. (Zoning Manager Whitfield)

Background Summary:

Owner/Applicant: The property is owned by the Ocoee United Methodist Church, Inc. (Ocoee UMC), and the applicant is Carlos Bonilla, Esquire.

Site Location: The property is located in Commission District 2, generally on the northeast corner of the South Clarke Road and White Road intersection.

Property Size & Parcel Identification Number: The subject property consists of the southern 5.71-acre portion of the property address at 201 S. Clarke Road, assigned Parcel ID # 21-22-28-0000-00-027, which was rezoned to R-1A. The development acreage is 5.95 acres because it includes the 0.24 acres of land area to be used for the private access driveway that will be shared between the church, the subdivision, and the communications tower.

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

Current Future Land Use Map (FLUM) Designation	Current Zoning District	Existing Land Use	Unique Features/Overlay Districts
Low Density Residential	R-1A	Vacant	None

The table below lists the jurisdictions, future land use designations, zoning districts, and existing uses of the surrounding properties.

Direction	Jurisdiction	Future Land Use Designation	Zoning	Existing Land Uses
North	City of Ocoee	Low Density Residential	R-1A	Single-family residential homes

South	City of Ocoee	Low Density Residential	PUD-LD	Single-family residential homes
East	City of Ocoee	Low Density Residential	R-1A	Single-family residential homes
West	Orange County	Institutional	A-1	Public utility facilities

Transportation and Access: The subdivision will have two (2) limited access points. The primary access point is via a new public road (50-foot right-of-way) off of White Road, which will be limited to a right-in/right-out operation and which will be dedicated to the City. The secondary access point is via a new private driveway (30-foot width) off of South Clarke Road (just south of the existing church entrance), which will also be limited to a right-in/right-out operation. This secondary private driveway will also provide access to the recently approved telecommunications bell tower via a shared access easement and agreement. Based on the Traffic Impact Analysis (TIA) provided, the proposed 18-lot subdivision will not cause the affected transportation network along White Road or South Clarke Road to operate below the adopted level of service. Project traffic is fairly minimal (16 AM and 20 PM Peak Hour Trips), and the turn lane analysis at the Clarke Road at White Road traffic signal indicated sufficient storage length in both eastbound (EB) and westbound (WB) directions.

Utilities: The Utilities Department approved the Ocoee Oaks Joint Venture project as a preliminary subdivision plan. The City has sufficient water/wastewater treatment capacity at the respective treatment plants for the project; however, capacity is reserved when the vertical construction permit(s) are issued. The points of connection for utilities shall be as follows:

1. Potable water service is available from the City's 10" main on the east side of Clarke Rd.
2. Sanitary sewer service is available at the terminal manhole in the Whitehill subdivision on Robyns Glenn Rd.
3. Reclaimed water service is available from the City's 16" reclaimed mains on White Rd or Clarke Rd and shall be used for irrigation as the lower-quality water source.

Utilities staff continues to work with the designer to resolve outstanding comments/concerns regarding the final subdivision plan review.

Stormwater: Drainage requirements for the development of this subdivision will be provided in the existing stormwater pond on the remainder of the church property via a drainage shared-use agreement.

Schools: The applicant will need to receive school concurrency approval with Orange County Public Schools prior to Final Subdivision Plan approval.

Recreation and Open Space: Per Section 6-9, subdivisions with 10 to 50 units are required to provide a minimum of one (1) open space amenity. Ocoee Oaks Joint Venture proposes a tot lot/playground to satisfy this requirement.

Approval of this subdivision and subsequent plat will both create the subdivision and parcel out the remainder of the church property.

Issue:

Should the Honorable Mayor and City Commissioners approve the Ocoee Oaks Joint Venture Large-Scale Preliminary Subdivision Plan (PSP) for the development of an 18-lot single-family detached residential subdivision on the southern 5.71-acre portion of the property assigned parcel ID number 21-22-28-0000-00-027?

Recommendations:

Development Review Committee (DRC) Recommendation:
The DRC met on Tuesday, January 2, 2024, to consider the proposed Large-Scale Preliminary Subdivision Plan (PSP) and, finding no issues, made a recommendation of approval of the Ocoee Oaks Joint Venture Large-Scale PSP on the southern 5.71-acre portion of the property assigned parcel ID number 21-22-28-0000-00-027.

Planning and Zoning Commission (PZC) Recommendation:
The PZC considered this item at its February 13, 2024, public hearing. Discussion was relative to traffic movements and access and use of the private 30-foot driveway. Following the discussion, the Planning and Zoning Commission made a recommendation for the proposed Ocoee Oaks Joint Venture Large-Scale Preliminary Subdivision Plan (PSP) on the southern 5.71-acre portion of the property assigned parcel ID number 21-22-28-0000-00-027 for the development of an 18-lot single-family detached residential subdivision.

Staff Recommendation:
Staff recommends that the Honorable Mayor and City Commissioners approve the Ocoee Oaks Joint Venture Large-Scale Preliminary Subdivision Plan (PSP) for the development of an 18-lot single-family detached residential subdivision on the southern 5.71-acre portion of the property assigned parcel ID number 21-22-28-0000-00-027.

Attachments:

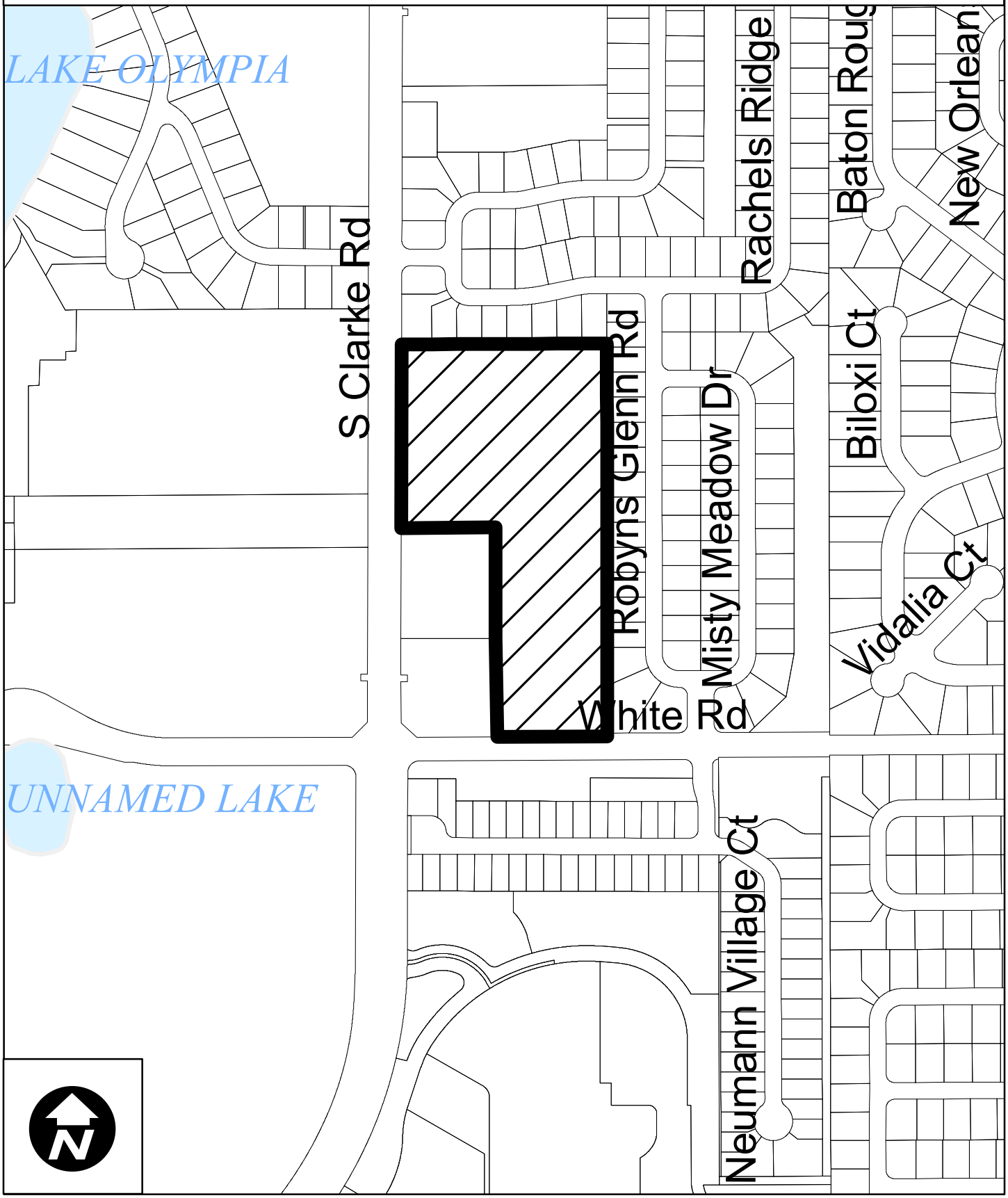
1. Location Map
2. Aerial Map
3. Surrounding FLU Map
4. Surrounding Zoning Map
5. PSP
6. Legal Ad

Financial Impacts:

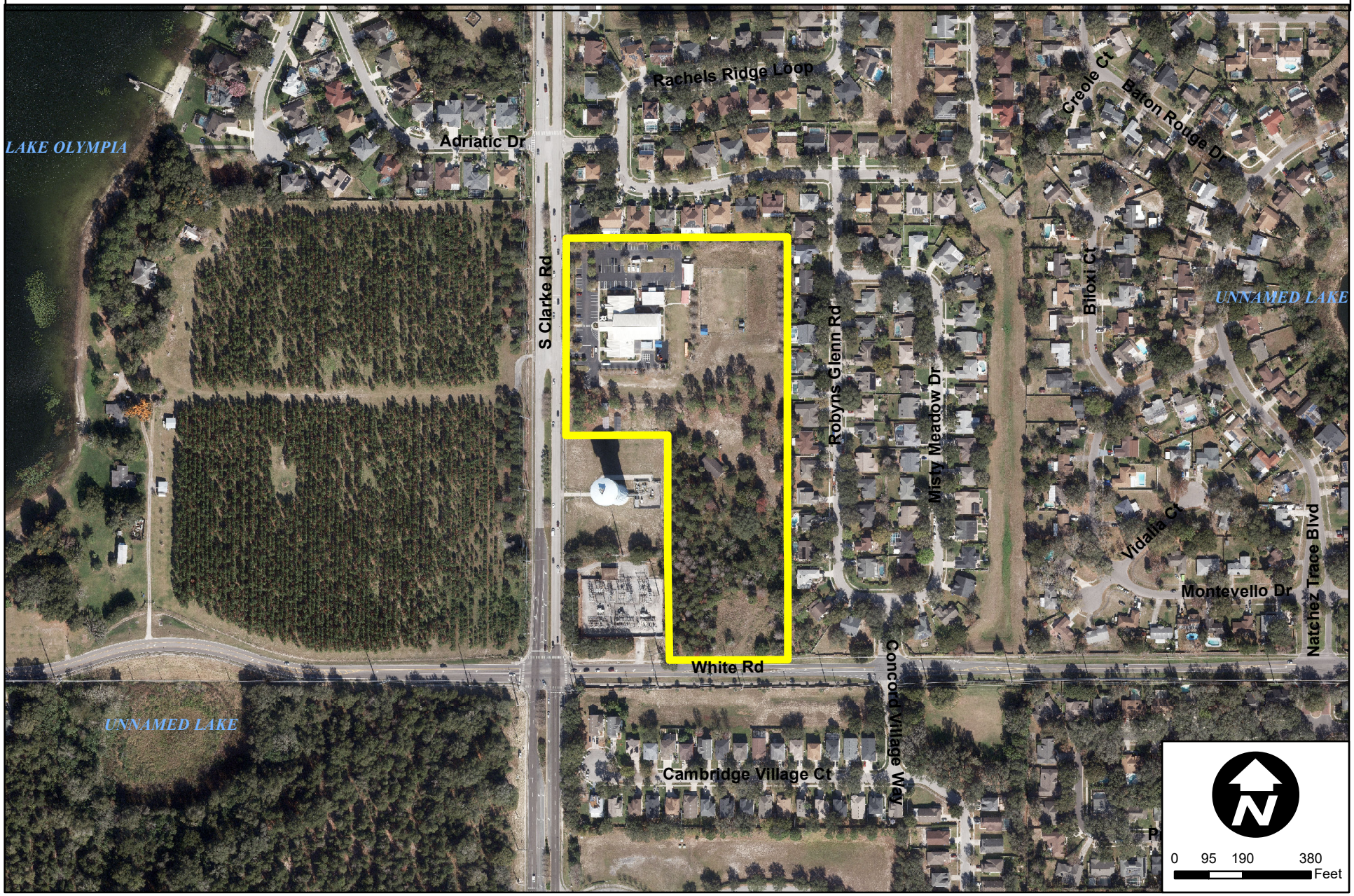
N/A

Type of Item: Public Hearing

Ocoee Oaks Joint Venture Large-Scale PSP
Location Map



Ocoee Oaks Joint Venture Large-Scale Preliminary Subdivision Plan
2022 Aerial Photography

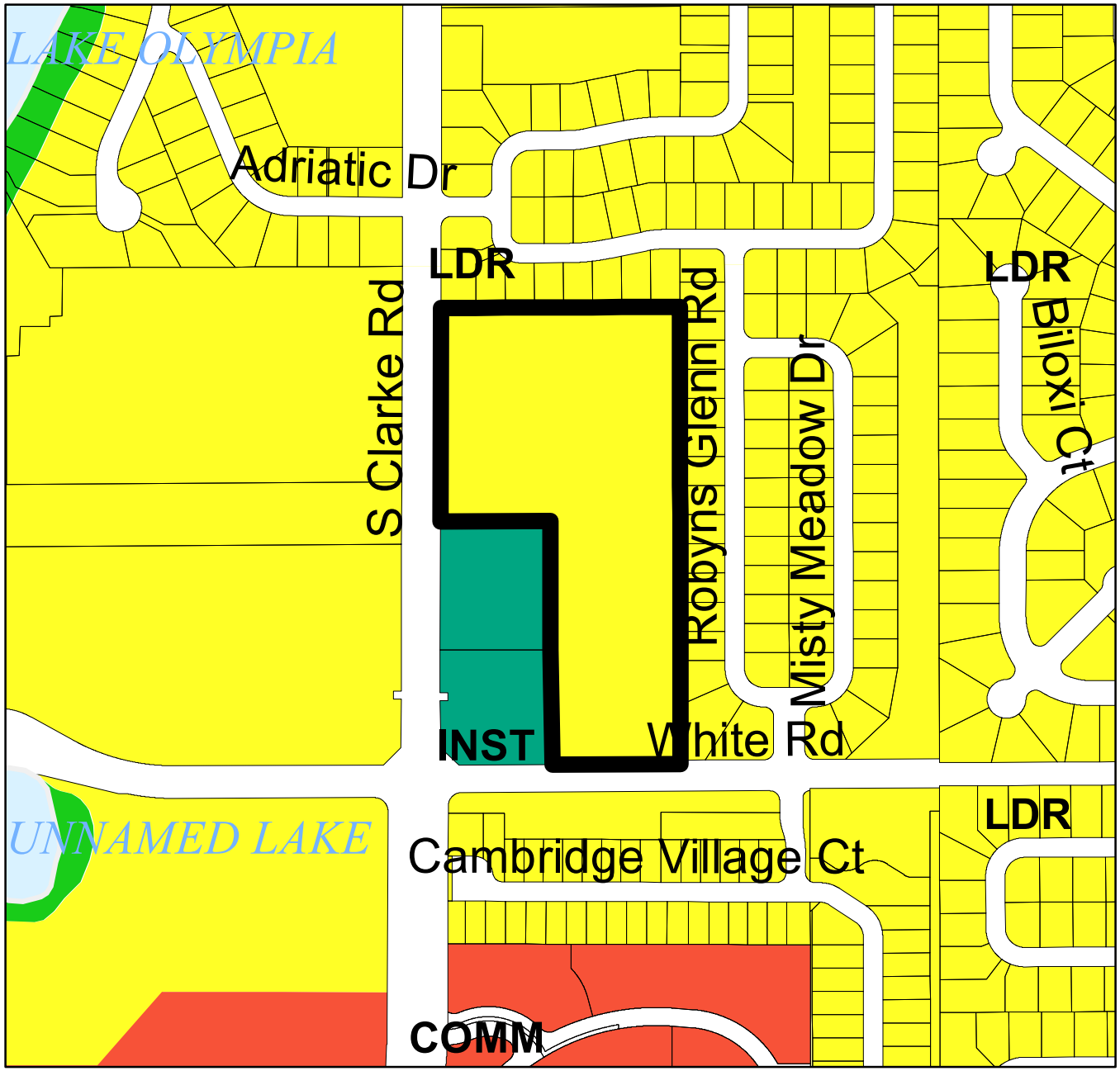


Ocoee Oaks Joint Venture Large-Scale Preliminary Subdivision Plan
Surrounding FLU Map

Development Services Department

0 100 200 400 Feet

Created: month year



Subject Property

Zoning Classification:

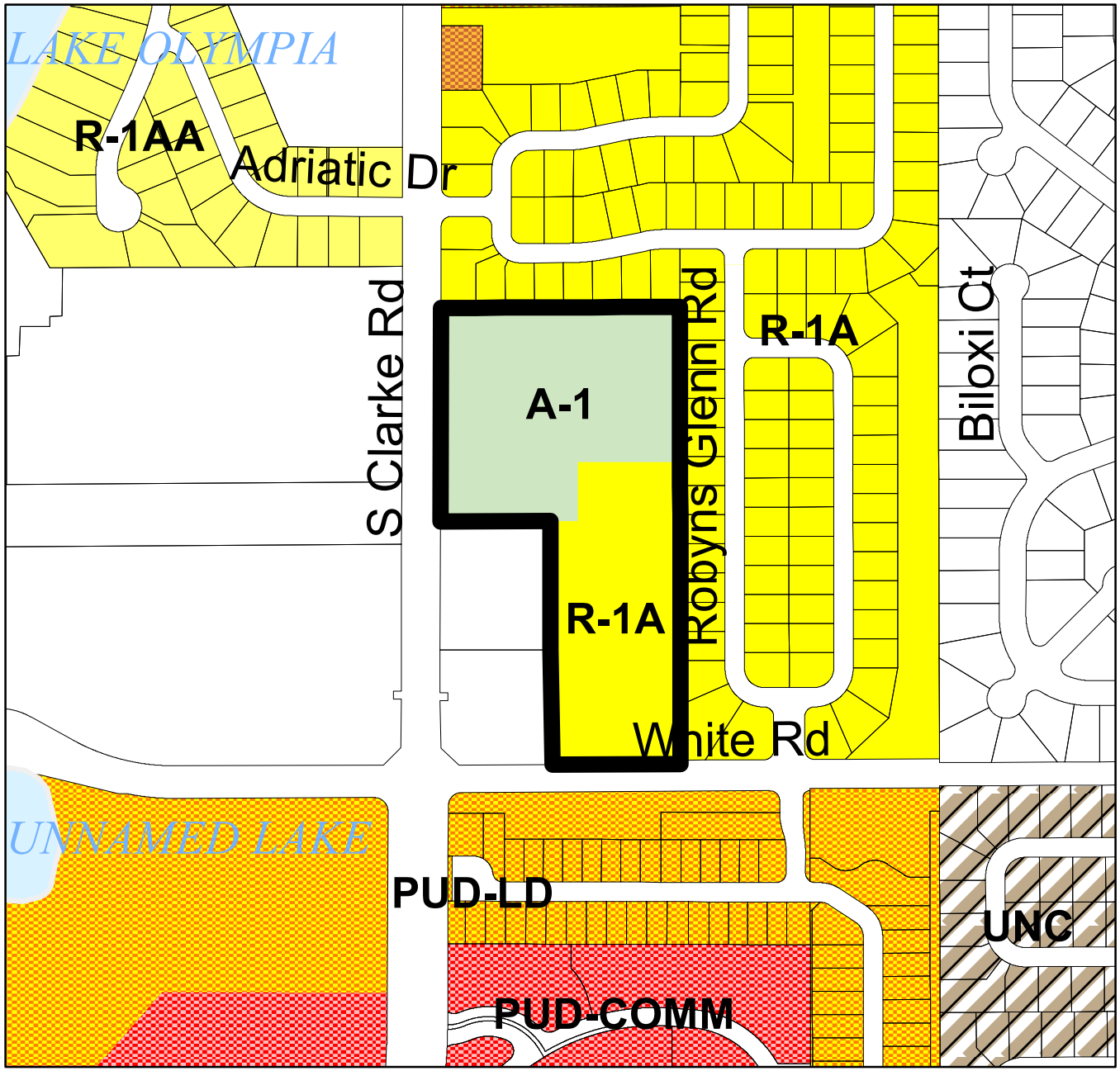
- General Agricultural (A-1)
- Suburban (A-2)
- Single-Family Dwelling (R-1AAA)
- Single-Family Dwelling (R-1AA)
- Single-Family Dwelling (R-1A)
- Single-Family Dwelling (R-1)
- One- & Two-Family Dwelling (R-2)
- Multiple-Family Dwelling (R-3)
- Mobile Home Subdivision (RT-1)
- Professional Offices & 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

Ocoee Oaks Joint Venture Large-Scale Preliminary Subdivision Plan
Surrounding Zoning Map

Development Services Department

0 100 200 400 Feet

Created: month year



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- Low Density (PUD)
- Medium Density (PUD)
- High Density (PUD)
- Public Use (PUD)
- Unclassified

OCOEE OAKS JOINT VENTURE

LARGE-SCALE PRELIMINARY SUBDIVISION PLAN

CITY OF OCOEE, FLORIDA

SECTION 21, TOWNSHIP 22 , RANGE 28
PARCEL ID
No. 21-22-28-0000-00-027

OWNER:
OCOEE OAKS UNITED METHODIST CHURCH, INC.
10275 KRISTEN PARK DR.,
ORLANDO, FL 32832
CONTACT: DONALD THALMANN
PHONE: 407-293-0700

APPLICANT:
CARLOS BONILLA
7901 KINGSPOINTE PKWY, STE 8,
ORLANDO, FL 32819
CONTACT: CARLOS BONILLA
PHONE: 407-557-6208
EMAIL: CARLOS@ELPGLOBAL.COM ⚠

CIVIL ENGINEER:
DAVE SCHMITT ENGINEERING, INC.
12301 LAKE UNDERHILL ROAD, SUITE 241
ORLANDO, FL 32828
CONTACT: DAVE SCHMITT, P.E.
PHONE: 407-207-9088
EMAIL: DSEMAILBOX@DSEORL.COM

LANDSCAPE:
BORRELLI + PARTNERS
720 VASSAR STREET
ORLANDO, FL 32804
CONTACT: CHRIS RICE
PHONE: 407 418-1338
EMAIL: CRICE@BORRELLIARCHITECTS.COM

GEOTECHNICAL ENGINEER:
UNIVERSAL ENGINEERING SCIENCES
3532 MAGGIE BOULEVARD
ORLANDO, FLORIDA 32811
CONTACT: ROBERT A. TROMPKE, P.E.
PHONE: 407-304-5560

TRAFFIC PLANNING AND DESIGN INC.:
535 VERSAILLES DRIVE
MAITLAND, FLORIDA 32751
CONTACT: ALEXA L. BUNDY
PHONE: 407-423-0504

PEC SURVEYING AND MAPPING LLC:
2100 ALAFAYA TRAIL, SUITE 203
OVIEDO, FLORIDA 32765
CONTACT: DAVID WHITE P.S.M.
PHONE: 407-542-4967

LEGAL DESCRIPTION:

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

PARCEL A:

THE EAST 3.00 ACRES OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 28 EAST, RUN S 00°00'38" W. ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 627.89 FEET TO THE NORTH RIGHT-OF-WAY LINE OF WHITE ROAD; THENCE S 89°45'08" W. ALONG SAID RIGHT- OF-WAY LINE A DISTANCE OF 208.12 FEET; THENCE N 00°00'38" E. A DISTANCE OF 627.91 FEET TO A POINT OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, THENCE N. 89°45'20" E. A DISTANCE OF 208.12 FEET TO THE POINT OF BEGINNING.

PARCEL B:

THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, LESS THE EAST 3.00 ACRES, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 28 EAST; RUN S. 89°45'20" W. ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 208.12 FEET TO THE NORTHWEST CORNER OF THE EAST 3.00 ACRES OF THE EAST 1/2 OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 FOR A POINT OF BEGINNING; THENCE SOUTH 00°00'38" W. ALONG THE WEST LINE OF SAID EAST 3.00 ACRES, A DISTANCE OF 627.91 FEET A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WHITE ROAD; THENCE SOUTH 89°45'08" W. A DISTANCE OF 125.21 FEET TO A POINT ON THE WEST LINE OF SAID EAST 1/2; THENCE N. 00°02'51" E. A DISTANCE OF 627.92 FEET TO THE NORTHWEST CORNER OF SAID EAST 1/2; THENCE N. 89°45'20" E. A DISTANCE OF 124.80 FEET TO THE POINT OF BEGINNING.

PARCEL C:

THE SOUTH 550 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, LESS THE WEST 25 FEET THEREOF AND LESS ROAD RIGHT OF WAY ON WEST.

PREPARED FOR:

OCOEE OAKS JOINT VENTURE

WATER / SEWER SERVICE:
CITY OF OCOEE UTILITIES DEPARTMENT ⚠
1800 A.D. MIMS RD. ⚠
OCOEE, FL 34761 ⚠
PHONE: (407) 905-3159 ⚠

ELECTRIC SERVICE:
DUKE ENERGY
452 EAST CROWN POINT ROAD
WINTER GARDEN, FL 33787
PHONE: (407) 905-3321

TELEPHONE SERVICE:
AT&T-SOUTHEAST
450 N. GOLDENROD ROAD
ORLANDO, FLORIDA 32807
PHONE: (407) 380-0938

CABLE SERVICE:
SPECTRUM
1004 US HIGHWAY 92 W
AUBURNDALE, FL 33823
PHONE: (866) 309-3279

GAS SERVICE:
LAKE APOPKA NATURAL GAS DISTRICT
1320 WINTER GARDEN-VINELAND ROAD
WINTER GARDEN, FL 34778
PHONE: (407) 656-2734

811 Know what's **below.** **Call** before you dig.

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VICINITY MAP

Scale 1:5000



LOCATION MAP

Scale 1:1000

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
						12-13-2023	DM	REV PER CITY COMMENTS ⚠
						11-21-2023	DM	REV PER CITY/SJRWMD COMMENTS ⚠
						10-13-2023	DM	REV PER CITY/SJRWMD COMMENTS ⚠
						09-12-2023	DM	REV PER CITY/SJRWMD COMMENTS ⚠

DAVE SCHMITT ENGINEERING, INC.
12301 LAKE UNDERHILL ROAD
SUITE 241
ORLANDO, FL 32828
407-207-9088 FAX 407-207-9089
Certification of Authorization #27471

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

DATE: MAY 2023 | JOB NO.: OJV-1 | SHEET: 01 OF 19

F:\OJV1\CAD\Planset\Final\01 COVER SHEET (ONLY FOR PZC).dwg, 1/2/2024 11:50:53 AM

GENERAL NOTES

1. ALL CONSTRUCTION SHALL CONFORM WITH CITY OF OCOEE ENGINEERING STANDARDS MANUAL, F.D.O.T. STANDARDS FOR ROAD & BRIDGE CONSTRUCTION AND THE CITY OF OCOEE. THE MOST STRINGENT STANDARDS BETWEEN THE CITY STANDARDS AND THE STANDARDS SET FORTH IN THE GENERAL NOTES . ALL IMPROVEMENTS TO BE DEDICATED AND/OR MAINTAINED BY THE CITY SHALL BE IN CONFORMANCE WITH THE CITY OF OCOEE ENGINEERING STANDARDS MANUAL, MATERIALS LIST, AND DETAILS. FINAL PLAN APPROVAL DOES NOT PROVIDE EXEMPTION TO THESE REQUIREMENTS.

2. THE CONTRACTOR SHALL COORDINATE ALL WORK WITHIN EXISTING ROAD RIGHTS-OF-WAY WITH THE CITY OF OCOEE CITY ENGINEER AND THE FLORIDA DEPARTMENT OF TRANSPORTATION.

3. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT ALL REQUIRED PERMITS ARE OBTAINED AND IN-HAND BEFORE BEGINNING CONSTRUCTION.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL INSPECTION CRITERIA AND SCHEDULES, AND FOR SIGNING SAID INSPECTIONS.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION, AND FOR NOTIFYING THE VARIOUS UTILITY PROVIDERS TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION, TEMPORARY DISRUPTION OF SERVICE, OR CLARIFICATION OF ACTIVITY REGARDING SAID UTILITY. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER SHOWN ON THESE PLANS OR FIELD LOCATED. ALL UTILITIES WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE RESPECTIVE UTILITY PROVIDERS AND THE CONTRACTOR SHALL COOPERATE WITH THE UTILITY PROVIDER DURING RELOCATION OPERATIONS. ANY DELAY OR INCONVENIENCE BY THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.

6. THE LOCATION OF ALL EXISTING UTILITIES, STORM DRAINAGE SYSTEMS AND TOPOGRAPHIC FEATURES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AND ARE PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. SHOULD A DISCREPANCY ARISE BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS, WHICH WOULD APPRECIABLY AFFECT THE EXECUTION OF THESE PLANS, THE CONTRACTOR WILL HALT ALL CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY.

7. DUKE ENERGY WILL INSTALL, REGULATE AND MAINTAIN THE PROPOSED POWER DISTRIBUTION SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS WORK WITH PROGRESS ENERGY TO INSURE PROPER CONSTRUCTION PHASING, ELIMINATE CONFLICTS IN THE WORK, AND AVOID UNNECESSARY DELAYS.

8. THE LOCAL TELEPHONE COMPANY WILL INSTALL, REGULATE AND MAINTAIN THE PROPOSED COMMUNICATION DISTRIBUTION SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS WORK WITH SAID PROVIDER TO INSURE PROPER CONSTRUCTION PHASING, ELIMINATE CONFLICTS AND AVOID UNNECESSARY DELAYS.

9. ALL WORK AND MATERIALS FURNISHED SHALL BE IN REASONABLE CONFORMITY WITH THE LINES, GRADES, GRADING SECTIONS, CROSS SECTIONS, DIMENSIONS, MATERIAL REQUIREMENTS, AND TESTING REQUIREMENTS THAT ARE SPECIFIED IN THE CONTRACT, PLANS OR SPECIFICATIONS.

10. THE CONTRACTOR SHALL CONTROL HIS OPERATIONS AND THOSE OF HIS SUBCONTRACTORS, AND ALL SUPPLIERS TO ASSURE THE LEAST INCONVENIENCE TO THE TRAVELING PUBLIC. THE CONTRACTOR SHALL MAINTAIN FREE AND UNOBSTRUCTED MOVEMENT OF VEHICULAR TRAFFIC AND SHALL LIMIT HIS OPERATIONS FOR THE SAFETY AND CONVENIENCE OF THE TRAVELING PUBLIC. UNDER ALL CIRCUMSTANCES, SAFETY SHALL BE THE MOST IMPORTANT CONSIDERATION.

11. PRIOR TO COMMENCING WORK THE CONTRACTOR SHALL FURNISH, ERECT AND MAINTAIN ALL BARRICADES, WARNING SIGNS, AND MARKINGS FOR HAZARDS AND THE CONTROL OF TRAFFIC, IN REASONABLE CONFORMITY WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS OR AS DIRECTED BY THE CITY OF OCOEE TRAFFIC ENGINEER; SUCH AS TO EFFECTIVELY PREVENT ACCIDENTS IN ALL PLACES WHERE THE WORK CAUSES OBSTRUCTIONS TO THE NORMAL TRAFFIC OR CONSTITUTES IN ANY WAY A HAZARD TO THE PUBLIC.

12. THE CONTRACTOR SHALL COMPLY WITH ALL LOAD RESTRICTIONS IN THE HAULING OF MATERIALS IN PUBLIC ROADS BEYOND THE LIMITS OF THE WORK. A SPECIAL PERMIT WILL NOT RELIEVE THE CONTRACTOR OF LIABILITY FOR THE DAMAGE WHICH MAY RESULT FROM THE MOVING OF MATERIAL AND EQUIPMENT.

13. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE POLICIES AND GUIDELINES ESTABLISHED BY CITY OF OCOEE, FLORIDA FOR THE PRESERVATION OF ALL PUBLIC AND PRIVATE PROPERTY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE OR INJURY TO PROPERTY OF ANY CHARACTER, DURING THE EXECUTION OF THE WORK, RESULTING FROM ANY OMISSION, NEGLECT, OR MISCONDUCT IN HIS MANNER OR METHOD OF EXECUTING THE WORK, OR AT ANYTIME DUE TO DEFECTIVE WORK OR MATERIALS.

14. THE CONTRACTOR SHALL INSURE THAT PROPER SOIL DENSITIES ARE ACHIEVED FOR PLACEMENT OF ALL HEADWALL/ENDWALL FOOTINGS, RETAINING WALLS, AND IN GENERAL, ANY FOOTING SUPPORT DESCRIBED ON THESE PLANS. IT WILL ALSO BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SUFFICIENT SOILS TESTING HAS BEEN PERFORMED PRIOR TO CONSTRUCTION.

15. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN A COPY OF THE GEOTECHNICAL ENGINEER'S REPORT FOR THIS PROJECT FROM DAVE SCHMITT ENGINEERING. INC. AND MEET THE GEOTECHNICAL ENGINEER'S REQUIREMENTS FOR SOIL PREPARATION ON THE SITE.

16. AFTER THE ROADWAY HAS BEEN CONSTRUCTED TO SUBGRADE, IT SHALL BE PROOF-ROLLED TO ASSURE THAT PROPER COMPACTION HAS BEEN ATTAINED. THE PROOF-ROLLING AND COMPACTION OPERATIONS SHALL BE INSPECTED AND TESTED BY A FLORIDA LICENSED GEOTECHNICAL ENGINEER TO ASSURE THAT THE SPECIFIED COMPACTION IS MAINTAINED AND THAT ALL DELETERIOUS MATERIALS HAVE BEEN REMOVED.

17. COMPACT THE TRENCHES WITHIN ROADWAYS TO 98% OF THE MODIFIED PROCTOR DENSITY; WITHIN OTHER AREAS TO 95%.

18. IN OTHER AREAS WHICH REQUIRE FILL MATERIAL THE CONTRACTOR WILL STRIP OR OTHERWISE REMOVE ALL VEGETATION SUCH AS BRUSH, HEAVY SODS, HEAVY GROWTH OF GRASS, DECAYED VEGETABLE MATTER, RUBBISH AND ANY OTHER DELETERIOUS MATERIAL BEFORE EMBANKMENT IS STARTED. IMMEDIATELY PRIOR TO THE PLACEMENT OF FILL MATERIALS, THE ENTIRE AREA UPON WHICH FILL IS TO PLACED, SHALL BE SCARIFIED IN A DIRECTION APPROXIMATELY PARALLEL TO THE AXIS OF FILL. THE GEOTECHNICAL ENGINEER SHALL APPROVE THE AREA PRIOR TO THE PLACEMENT OF FILL.

19. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC IN ACCORDANCE WITH FDOT STANDARD INDEX .

20. ROADWAY AND DRAINAGE DESIGN PER CURRENT CITY OF OCOEE AND FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS.

21. THE CONTRACTOR SHALL SUBMIT A MAINTENANCE OF TRAFFIC PLAN TO CITY OF OCOEE AND OBTAIN PLAN APPROVAL PRIOR TO CONSTRUCTION.

22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL RETENTION AND DETENTION FACILITIES AND ALL LANDSCAPE BUFFERS, THROUGH THE DURATION OF THE PROJECT, AND UNTIL THE WORK IS ACCEPTED BY THE OWNER, ALL DISRUPTED AREAS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION.

23. CONTRACTOR IS REQUIRED TO CALL SUNSHINE UTILITY LOCATES AT 811, MINIMUM OF 2 DAYS TO A MAXIMUM OF 5 DAYS, PRIOR TO ANY EXCAVATION.

24. MISCELLANEOUS ENGINEER NOTIFICATIONS

A. THE CONTRACTOR SHALL PROVIDE THE CITY 48 HOUR ADVANCE NOTIFICATION FOR THE FOLLOWING CONSTRUCTION AND OBSERVATION ACTIVITIES.

a. SANITARY SEWER VIDEO INSPECTION.

b. CONNECTIONS TO EXISTING SYSTEMS

c. THRUST BLOCK POURS AND RESTRAINT CONNECTIONS

d. STORM DRAINAGE LAMPING

e. INLET TOP POURS (REINFORCING STEEL CHECK)

f. WATER & FORCE MAIN PRESSURE TESTS

g. BACTERIOLOGICAL SAMPLING

h. BASE OBSERVATION & SOUNDING

i. ASPHALT PLACEMENT

j. PRE-FINAL INSPECTION

k. FINAL INSPECTION

B. THE CONTRACTOR SHALL KEEP DAILY "AS-BUILT" DRAWINGS AND MAKE THEM READILY ACCESSIBLE.

C. THE CONTRACTOR SHALL PREPARE AND SUBMIT TO THE ENGINEER A PROJECT CONSTRUCTION SCHEDULE (BAR GRAPH) AND UPDATE SAID SCHEDULE ON A MONTHLY BASIS.

D. THE CONTRACTOR SHALL COORDINATE ALL BACKFILL OPERATIONS WITH THE PROJECT GEOTECHNICAL ENGINEER AND SUBMIT TEST REPORTS TO THE ENGINEER PRIOR TO BEGINNING WORK ON THE NEXT ITEM OF WORK, I.E. SUBGRADE PRIOR TO CURB.

E. THE ENGINEER RESERVES THE RIGHT TO REQUIRE THE CONTRACTOR TO UNCOVER, RETEST AND OR PERFORM ANY ACTION NECESSARY TO ENSURE THAT THE IMPROVEMENTS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.

25. 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. 1 PDF COPY
B. CAD COPY DRAWN IN STATE PLANE COORDINATES

WATER

26. THE FOLLOWING UTILITY PROVIDER IS LISTED FOR THE CONVENIENCE TO THE CONTRACTOR.

WATER:

CITY OF OCOEE UTILITIES DEPARTMENT
1800 A.D. MIMS RD. △3
OCOEE, FLORIDA 34761 △2
(407) 905-3159

27. WATER AND UTILITY CROSSINGS:

UTILITY SEPARATION-VERTICAL CLEARANCE

A. THE WATER MAIN SHALL BE LAID ABOVE THE SEWER WHENEVER THEY CROSS. IF POSSIBLE WATER MAIN SHALL BE ABOVE OTHER PIPES.

B. WHERE WATER MAINS CROSS A GRAVITY SANITARY SEWER, STORM SEWER, OR RECLAIMED WATER MAIN, A VERTICAL SEPARATION (OUTSIDE TO OUTSIDE) OF AT LEAST 12 INCHES MUST BE MAINTAINED FROM THE RECLAIMED WATER MAIN. A VERTICAL SEPARATION OF 18 INCHES MUST BE MAINTAINED FROM THE GRAVITY SANITARY SEWER AND STORM SEWER MAIN. THE WATER MAIN SHALL BE LAID ABOVE THE OTHER PIPE.

C. ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ON THE OTHER PIPELINE SO THAT THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE JOINTS OF THE OTHER PIPE.

UTILITY SEPARATION-HORIZONTAL SEPARATION

D. WHEN WATER MAINS PARALLEL A GRAVITY SANITARY SEWER MAIN NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., A SEPARATION (MEASURED OUTSIDE TO OUTSIDE) OF AT LEAST TEN FEET MUST BE MAINTAINED.

E. WHERE WATER MAINS PARALLEL A GRAVITY STORM SEWER PIPE OR RECLAIMED WATER MAIN REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. A MINIMUM OF 3 FEET HORIZONTAL SEPARATION (MEASURED OUTSIDE TO OUTSIDE) MUST BE MAINTAINED.

F. NO WATER MAIN SHALL PASS THROUGH, OR COME INTO CONTACT WITH, ANY PART OF A SANITARY MANHOLE OR STORM SEWER INLET OR MANHOLE.

G. FIRE HYDRANTS WITH UNDERGROUND DRAINS SHALL BE LOCATED SO THAT THE DRAINS ARE AT LEAST THREE FEET FROM THE A STORM SEWER OR RECLAIMED WATER MAIN REGULATED BY PART III OF CHAPTER 62-610, F.A.C.; AND AT LEAST TEN FEET, FROM A GRAVITY SANITARY SEWER NOT REGULATED BY PART III OF CHAPTER 62-610, F.A.C.

H. THE WATER MAIN PIPE SHALL BE LAID SUCH THAT THE JOINTS ARE STAGGERED AS FAR AS POSSIBLE FROM THE JOINTS OF THE OTHER PIPE.

I. REFER TO OCOEE PIPE SEPARATION REQUIREMENT TABLE SHEET (UT013) ON SHEET 13

28. ALL FIRE HYDRANTS SHALL BE POSITIONED NO MORE THAN 5 FEET FROM THE CURB.

NOTE:
PRESSURE PIPE LENGTHS DO NOT INCLUDE BENDS, AIR RELEASE VALVES, OR FIRE HYDRANT ASSEMBLIES.

29. A BACKFLOW DEVICE (I.E. JUMPER CONNECTION) IS REQUIRED AT ALL ACTIVE WATER MAINS AND PROPOSED NEW WATER MAIN IMPROVEMENTS.

FIRE PROTECTION SHALL BE IN ACCORDANCE WITH CITY OF OCOEE CHAPTER 78 - FIRE PREVENTION CODEAND NFPA1, FIRE CODE, 2012 FIFTH EDITION.

SEWER

30. THE FOLLOWING UTILITY PROVIDER IS LISTED FOR THE CONVENIENCE TO THE CONTRACTOR.

SEWER:

CITY OF OCOEE UTILITIES DEPARTMENT
1800 A.D. MIMS RD. △3
OCOEE, FLORIDA 34761 △2
(407) 905-3159 △1

31. ALL GRAVITY SEWER LINES SHALL BE A MINIMUM OF 2' FROM THE CURB AT ALL LOCATIONS.

32. CITY OF OCOEE UTILITIES EMERGENCY WASTEWATER SPILL AND WATER MAIN BREAK PROCEDURES.

A. TELEPHONE NOTIFICATION

THE CITY OF OCOEE INSPECTOR SHALL BE NOTIFIED IMMEDIATELY IN THE EVENT OF A FORCEMAIN, GRAVITY SEWER OR WATERMAIN BREAK OR DAMAGE AT 407-905-3159.

B. REPAIR IMMEDIATELY

ALL DAMAGE TO CITY OF OCOEE'S MAINS SHALL BE REPAIRED IMMEDIATELY BY THE CONTRACTOR AT THE CONTRACTORS' EXPENSE. IF THE REPAIR IS NOT MADE IN A TIMELY MANNER, AS DETERMINED BY THE CITY OF OCOEE UTILITIES INSPECTOR, CITY OF OCOEE MAY PERFORM REPAIRS AND THE CONTRACTOR WILL BE CHARGED FOR THOSE REPAIRS.

C. CITY OF OCOEE UTILITIES GENERAL TELEPHONE NUMBERS

CONSTRUCTION INSPECTION SECTION 407-905-3100 X1510

ENGINEERING DEPT 407-905-3100 X1504

D. ADVANCE NOTIFICATION OF CONSTRUCTION

E. ADVANCE NOTIFICATION OF PENDING CONNECTION

COORDINATE WITH/ THROUGH CITY'S INSPECTOR

F. OPERATION OF CITY OF OCOEE VALVES

WATER, WASTEWATER, AND REUSE VALVES ARE TO BE OPERATED ONLY BY A CITY OF OCOEE UTILITIES INSPECTOR (407-905-3100). ALL VALVES BEING INSTALLED ARE TO REMAIN CLOSED DURING CONSTRUCTION.

G. OPERATION OF CITY OF OCOEE PUMP STATIONS

THE CONTRACTOR SHALL COORDINATE ALL PUMP STATION OPERATIONS AND SHUT DOWN CONTROLS WITH AN CITY OF OCOEE UTILITIES INSPECTOR (407-905-3100).

33. PRESSURE PIPE LENGTHS DO NOT INCLUDE BENDS, AIR RELEASE VALVES OR FIRE HYDRANT ASSEMBLIES.

34. THE MOST STRINGENT STANDARDS BETWEEN THE CITY OF OCOEE AND FDEP STANDARDS SHALL BE FOLLOWED FOR ALL PUBLIC UTILITIES. △3

35. 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. 1 PDF COPY
b. CAD COPY DRAWN IN STATE PLANE COORDINATES

36. ALL FINISHED FLOOR ELEVATIONS WILL EXCEED THE 100-YEAR FLOOD PLAIN BY A MINIMUM OF TWO FEET (2').

37. IN THE EVENT OF EXCESSIVE OFF-SITE TRACKING, THE CONTRACTOR WILL BE OBLIGATED TO INSTALL ADDITIONAL MEASURES. SHOUL OFFSITE TRACKING BECOME AN ISSUE, THE CITY WILL REQUIRE INSTALLATION OF THE YELLOW RUMBLE STRIP ANTI SEDIMENT TRACKING DEVICE. △3

38. ANY DEVIATION FROM THE CITY OF OCOEE ENGINEERING STANDARDS MUST BE REQUESTED AND APPROVED IN WRITING PRIOR TO CONSTRUCTION.

39. CONTRACTOR SHALL REFER TO THE CITY OF OCOEE ENGINEERING STANDARDS MANUAL, LAND DEVELOPMENT CODE, APPROVED MATERIALS LIST, AND CITY DETAILS. THE MOST STRINGENT STANDARDS BETWEEN THE CITY OF OCOEE STANDARDS AND STANDARDS SET FORTH IN THESE NOTES SHALL BE FOLLOWED.

40. ALL FINISH FLOOR ELEVATIONS WILL EXCEED THE 100-YRS FLOOD PLAIN BY A MINIMUM OF TWO FEET (2').

41. THE MOST STRINGENT STANDARDS BETWEEN THE CITY STANDARDS AND THE STANDARDS SET FORTH IN THE GENERAL NOTES (AS DETERMINED BY THE ENGINEER OF RECORD OR THE CITY ENGINEER) SHALL BE FOLLOWED.

42. AS-BUILT 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 FORMAT:
A.-1 PDF COPY
B.-CAD COPY DRAWN IN STATE PLANE COORDINATES.

SUBDIVISION NOTE:

- STRUCTURES, IMPERVIOUS MATERIALS AND FENCES ARE NOT PERMITTED WITHIN THE SWALE AREAS IN ORDER TO PREVENT IMPEDING OR OBSTRUCTING DRAINAGE FLOWS IN THE REARS OF THE LOTS. △1

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DAVE SCHMITT ENGINEERING, INC.
12301 Lake Underhill Road Suite 241
ORLANDO, FL 32828
407-207-9088 FAX 407-207-9089
Certification of Authorization #27471

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
			11-21-2023	DM	REV PER CITY/SJRWMD COMMENTS △3
			10-13-2023	DM	REV PER CITY/SJRWMD COMMENTS △2
			09-12-2023	DM	REV PER CITY/SJRWMD COMMENTS △1

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

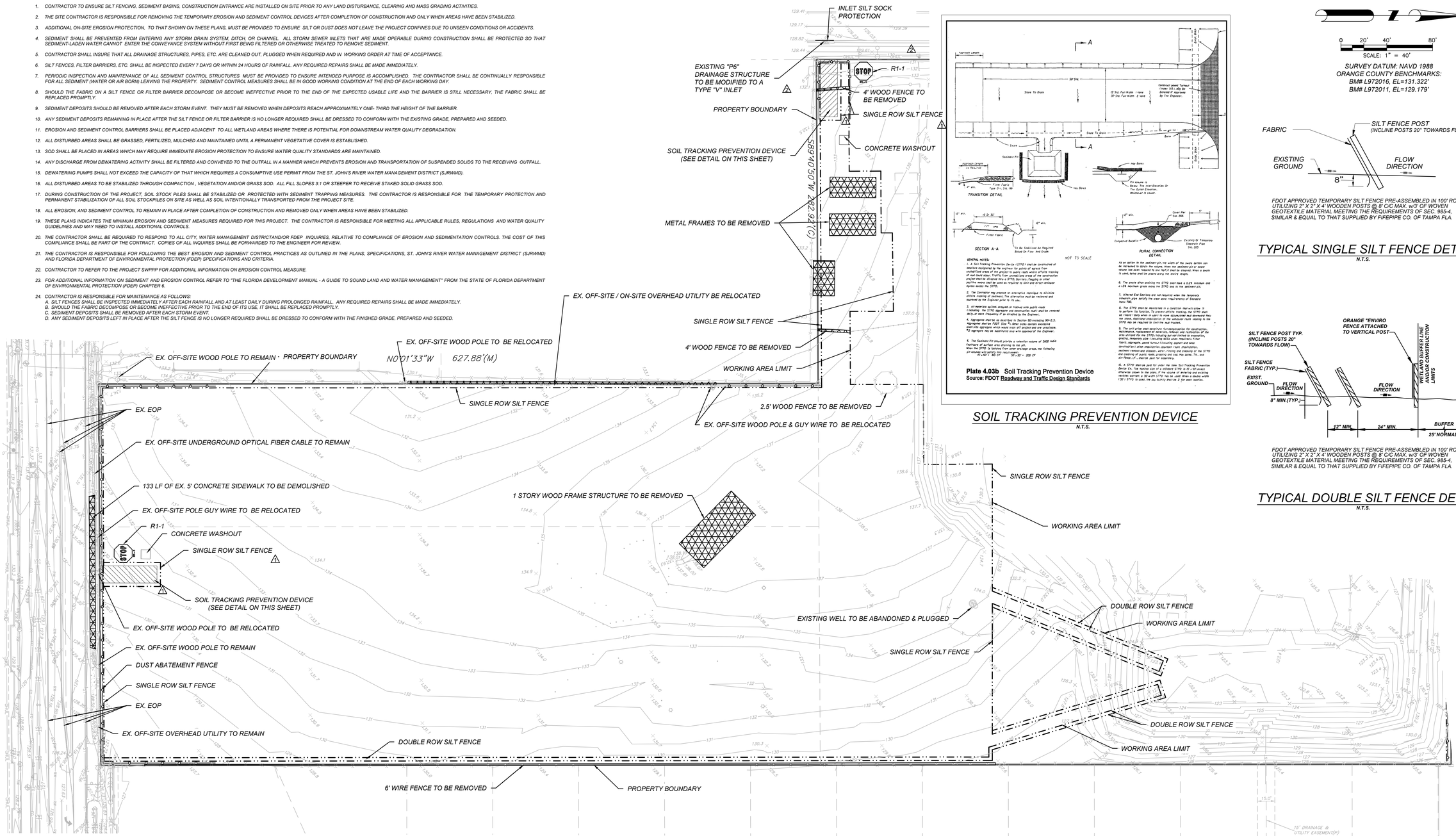
GENERAL CONSTRUCTION NOTES

OCOEE OAKS JOINT VENTURE
CITY OF OCOEE, FLORIDA

DATE: MAY 2023
PROJECT NO.: OJV-1
DRAWN BY: BC
CHECKED BY: DMS
SCALE: NONE
SHEET: 02 OF 19

EROSION AND SEDIMENT CONTROL NOTES

1. *CONTRACTOR TO ENSURE SILT FENCING, SEDIMENT BASINS, CONSTRUCTION ENTRANCE ARE INSTALLED ON SITE PRIOR TO ANY LAND DISTURBANCE, CLEARING AND MASS GRADING ACTIVITIES.*
2. *THE SITE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED.*
3. *ADDITIONAL ON-SITE EROSION PROTECTION, TO THAT SHOWN ON THESE PLANS, MUST BE PROVIDED TO ENSURE SILT OR DUST DOES NOT LEAVE THE PROJECT CONFINES DUE TO UNSEEN CONDITIONS OR ACCIDENTS.*
4. *SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN SYSTEM, DITCH, OR CHANNEL. ALL STORM SEWER INLETS THAT ARE MADE OPERABLE DURING CONSTRUCTION SHALL BE PROTECTED SO THAT SEDIMENT-LADEN WATER CANNOT ENTER THE CONVEYANCE SYSTEM WITHOUT FIRST BEING FILTERED OR OTHERWISE TREATED TO REMOVE SEDIMENT.*
5. *CONTRACTOR SHALL INSURE THAT ALL DRAINAGE STRUCTURES, PIPES, ETC. ARE CLEANED OUT, PLUGGED WHEN REQUIRED AND IN WORKING ORDER AT TIME OF ACCEPTANCE.*
6. *SILT FENCES, FILTER BARRIERS, ETC. SHALL BE INSPECTED EVERY 7 DAYS OR WITHIN 24 HOURS OF RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.*
7. *PERIODIC INSPECTION AND MAINTENANCE OF ALL SEDIMENT CONTROL STRUCTURES MUST BE PROVIDED TO ENSURE INTENDED PURPOSE IS ACCOMPLISHED. THE CONTRACTOR SHALL BE CONTINUALLY RESPONSIBLE FOR ALL SEDIMENT (WATER OR AIR BORN) LEAVING THE PROPERTY. SEDIMENT CONTROL MEASURES SHALL BE IN GOOD WORKING CONDITION AT THE END OF EACH WORKING DAY.*
8. *SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER IS STILL NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.*
9. *SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE- THIRD THE HEIGHT OF THE BARRIER.*
10. *ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEEDED.*
11. *EROSION AND SEDIMENT CONTROL BARRIERS SHALL BE PLACED ADJACENT TO ALL WETLAND AREAS WHERE THERE IS POTENTIAL FOR DOWNSTREAM WATER QUALITY DEGRADATION.*
12. *ALL DISTURBED AREAS SHALL BE GRASSED, FERTILIZED, MULCHED AND MAINTAINED UNTIL A PERMANENT VEGETATIVE COVER IS ESTABLISHED.*
13. *SOD SHALL BE PLACED IN AREAS WHICH MAY REQUIRE IMMEDIATE EROSION PROTECTION TO ENSURE WATER QUALITY STANDARDS ARE MAINTAINED.*
14. *ANY DISCHARGE FROM DEWATERING ACTIVITY SHALL BE FILTERED AND CONVEYED TO THE OUTFALL IN A MANNER WHICH PREVENTS EROSION AND TRANSPORTATION OF SUSPENDED SOLIDS TO THE RECEIVING OUTFALL.*
15. *DEWATERING PUMPS SHALL NOT EXCEED THE CAPACITY OF THAT WHICH REQUIRES A CONSUMPTIVE USE PERMIT FROM THE ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT (SJRWMD).*
16. *ALL DISTURBED AREAS TO BE STABILIZED THROUGH COMPACTION , VEGETATION AND/OR GRASS SOD. ALL FILL SLOPES 3:1 OR STEEPER TO RECEIVE STAKED SOLID GRASS SOD.*
17. *DURING CONSTRUCTION OF THE PROJECT, SOIL STOCK PILES SHALL BE STABILIZED OR PROTECTED WITH SEDIMENT TRAPPING MEASURES. THE CONTRACTOR IS RESPONSIBLE FOR THE TEMPORARY PROTECTION AND PERMANENT STABILIZATION OF ALL SOIL STOCKPILES ON SITE AS WELL AS SOIL INTENTIONALLY TRANSPORTED FROM THE PROJECT SITE.*
18. *ALL EROSION, AND SEDIMENT CONTROL TO REMAIN IN PLACE AFTER COMPLETION OF CONSTRUCTION AND REMOVED ONLY WHEN AREAS HAVE BEEN STABILIZED.*
19. *THESE PLANS INDICATES THE MINIMUM EROSION AND SEDIMENT MEASURES REQUIRED FOR THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL APPLICABLE RULES, REGULATIONS AND WATER QUALITY GUIDELINES AND MAY NEED TO INSTALL ADDITIONAL CONTROLS.*
20. *THE CONTRACTOR SHALL BE REQUIRED TO RESPOND TO ALL CITY, WATER MANAGEMENT DISTRICTAND/OR FDEP INQUIRIES, RELATIVE TO COMPLIANCE OF EROSION AND SEDIMENTATION CONTROLS. THE COST OF THIS COMPLIANCE SHALL BE PART OF THE CONTRACT. COPIES OF ALL INQUIRES SHALL BE FORWARDED TO THE ENGINEER FOR REVIEW.*
21. *THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE BEST EROSION AND SEDIMENT CONTROL PRACTICES AS OUTLINED IN THE PLANS, SPECIFICATIONS, ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT (SJRWMD) AND FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) SPECIFICATIONS AND CRITERIA.*
22. *CONTRACTOR TO REFER TO THE PROJECT SWPPP FOR ADDITIONAL INFORMATION ON EROSION CONTROL MEASURE.*
23. *FOR ADDITIONAL INFORMATION ON SEDIMENT AND EROSION CONTROL REFER TO "THE FLORIDA DEVELOPMENT MANUAL - A GUIDE TO SOUND LAND AND WATER MANAGEMENT" FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) CHAPTER 6.*
24. *CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AS FOLLOWS:*
    A. SILT FENCES SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
    B. SHOULD THE FABRIC DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF ITS USE, IT SHALL BE REPLACED PROMPTLY.
    C. SEDIMENT DEPOSITS SHALL BE REMOVED AFTER EACH STORM EVENT.
    D. ANY SEDIMENT DEPOSITS LEFT IN PLACE AFTER THE SILT FENCE IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE FINISHED GRADE, PREPARED AND SEEDED.



SOIL TRACKING PREVENTION DEVICE
N.T.S.

SURVEY DATUM: NAVD 1988
ORANGE COUNTY BENCHMARKS:
BM# L972016, EL=131.322'
BM# L972011, EL=129.179'

FDOT APPROVED TEMPORARY SILT FENCE PRE-ASSEMBLED IN 100' ROLLS UTILIZING 2"X 2"X 4' WOODEN POSTS @ 8' C/C MAX. W/3' OF WOVEN GEOTEXTILE MATERIAL MEETING THE REQUIREMENTS OF SEC. 985-4, SIMILAR & EQUAL TO THAT SUPPLIED BY FIFEPIPE CO. OF TAMPA FLA.

TYPICAL SINGLE SILT FENCE DETAIL
N.T.S.

FDOT APPROVED TEMPORARY SILT FENCE PRE-ASSEMBLED IN 100' ROLLS UTILIZING 2"X 2"X 4' WOODEN POSTS @ 8' C/C MAX. W/3' OF WOVEN GEOTEXTILE MATERIAL MEETING THE REQUIREMENTS OF SEC. 985-4, SIMILAR & EQUAL TO THAT SUPPLIED BY FIFEPIPE CO. OF TAMPA FLA.

TYPICAL DOUBLE SILT FENCE DETAIL
N.T.S.

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Certification of Authorization #27471

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
			10-13-2023	DM	REV PER CITY/SJRWMD COMMENTS (2)
			09-12-2023	DM	REV PER CITY/SJRWMD COMMENTS (1)

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

EROSION CONTROL & DEMO PLAN

OCOEE OAKS JOINT VENTURE
CITY OF OCOEE, FLORIDA

DATE: MAY 2023
PROJECT NO.: OJV-1
DRAWN BY: BC
CHECKED BY: DMS
SCALE: 1"=40'
SHEET: 03 OF 19

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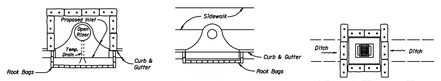
EROSION AND SEDIMENT CONTROL NOTES

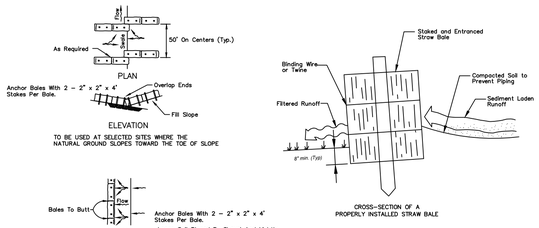
1. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FROM SITE IF NOT REUSABLE ON-SITE AND ASSURING PLAN ALIGNMENT AND GRADE IN ALL DITCHES AND SWALES AT COMPLETION OF CONSTRUCTION.
2. THE SITE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED.
3. ADDITIONAL PROTECTION - ON-SITE PROTECTION IN ADDITION TO THE ABOVE MUST BE PROVIDED THAT WILL NOT PERMIT SILT TO LEAVE THE PROJECT CONFINES DUE TO UNSEEN CONDITIONS OR ACCIDENTS.
4. CONTRACTOR SHALL INSURE THAT ALL DRAINAGE STRUCTURES, PIPES, ETC. ARE CLEANED OUT AND WORKING PROPERLY AT TIME OF ACCEPTANCE.
5. WIRE MESH SHALL BE LAID OVER THE DROP INLET SO THAT THE WIRE EXTENDS A MINIMUM OF 1 FOOT BEYOND EACH SIDE OF THE INLET STRUCTURE. HARDWARE CLOTH OR COMPARABLE WIRE MESH WITH 1/2-INCH OPENINGS SHALL BE USED. IF MORE THAN ONE STRIP OF MESH IS NECESSARY, THE STRIPS SHALL BE OVERLAPPED.
6. FDOT NO. 1 COARSE AGGREGATE SHALL BE PLACED OVER THE WIRE MESH AS INDICATED IN D-903. THE DEPTH OF STONE SHALL BE AT LEAST 12 INCHES OVER THE ENTIRE INLET OPENING. THE STONE SHALL EXTEND BEYOND THE INLET OPENING AT LEAST 18 INCHES ON ALL SIDES.
7. IF THE STONE FILTER BECOMES CLOGGED WITH SEDIMENT SO THAT IT NO LONGER ADEQUATELY PERFORMS ITS FUNCTION, THE STONES MUST BE PULLED AWAY FROM THE INLET, CLEANED AND REPLACED.
8. BALES SHALL BE EITHER WIRE-BOUND OR STRING-TIED WITH THE BINDINGS ORIENTED AROUND THE SIDES RATHER THAN OVER AND UNDER THE BALES.
9. BALES SHALL BE PLACED LENGTHWISE IN A SINGLE ROW SURROUNDING THE INLET, WITH THE ENDS OF ADJACENT BALES PRESSED TOGETHER.
10. THE FILTER BARRIER SHALL BE ENTRENCHED AND BACKFILLED. A TRENCH SHALL BE EXCAVATED TO A MINIMUM DEPTH OF 8 INCHES. AFTER THE BALES ARE STAKED, THE EXCAVATED SOIL SHALL BE BACKFILLED AND COMPACTED AGAINST THE FILTER BARRIER.
11. EACH BALE SHALL BE SECURELY ANCHORED AND HELD IN PLACE BY AT LEAST TWO STAKES OR REBARS DRIVEN THROUGH THE BALE.
12. LOOSE STRAW SHOULD BE WEDGED BETWEEN BALES TO PREVENT WATER FROM ENTERING BETWEEN BALES.
13. STRAW BALE BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL.
14. CLOSE ATTENTION SHALL BE PAID TO THE REPAIR OF DAMAGED BALES, END RUNS AND UNDERCUTTING BENEATH BALES.
15. NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF BALES SHALL BE ACCOMPLISHED PROMPTLY.
16. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE STRAW BALE BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.
17. SILT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
18. SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER STILL BE NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.
19. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE-THIRD THE HEIGHT OF THE BARRIER.
20. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEEDED.
21. THE STRUCTURE SHALL BE INSPECTED AFTER EACH RAIN AND REPAIRS MADE AS NEEDED.
22. SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO 1/3 THE DESIGN DEPTH OF THE TRAP. REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA AND IN SUCH A MANNER THAT IT WILL NOT ERODE.
23. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE BEST EROSION AND SEDIMENT CONTROL PRACTICES AS OUTLINED IN THE PLANS, SPECIFICATIONS AND ST. JOHNS RIVER WATER MANAGEMENT DISTRICT SPECIFICATIONS AND CRITERIA.
24. FOR ADDITIONAL INFORMATION ON SEDIMENT AND EROSION CONTROL REFER TO "THE FLORIDA DEVELOPMENT MANUAL - A GUIDE TO SOUND LAND AND WATER MANAGEMENT" FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION (F.D.E.R.) CHAPTER 6.
25. EROSION AND SEDIMENT CONTROL BARRIERS SHALL BE PLACED ADJACENT TO ALL WETLAND AREAS WHERE THERE IS POTENTIAL FOR DOWNSTREAM WATER QUALITY DEGRADATION. SEE DETAIL SHEET FOR TYPICAL CONSTRUCTION.
26. ALL DISTURBED AREAS SHALL BE GRASSED, FERTILIZED, MULCHED AND MAINTAINED UNTIL A PERMANENT VEGETATIVE COVER IS ESTABLISHED.
27. SOD SHALL BE PLACED IN AREAS WHICH MAY REQUIRE IMMEDIATE EROSION PROTECTION TO ENSURE WATER QUALITY STANDARDS ARE MAINTAINED.
28. ANY DISCHARGE FROM DEWATERING ACTIVITY SHALL BE FILTERED AND CONVEYED TO THE OUTFALL IN A MANNER WHICH PREVENTS EROSION AND TRANSPORTATION OF SUSPENDED SOLIDS TO THE RECEIVING OUTFALL.
29. DEWATERING PUMPS SHALL NOT EXCEED THE CAPACITY OF THAT WHICH REQUIRES A CONSUMPTIVE USE PERMIT FROM THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.
30. ALL DISTURBED AREAS TO BE STABILIZED THROUGH COMPACTION, SILT SCREENS, HAY BALES AND GRASSING. ALL FILL SLOPES 3:1 OR STEEPER TO RECEIVE STAKED SOLID SOD.
31. ALL DEWATERING, EROSION, AND SEDIMENT CONTROL TO REMAIN IN PLACE AFTER COMPLETION OF CONSTRUCTION AND REMOVED ONLY WHEN AREAS HAVE STABILIZED.
32. THIS PLAN INDICATES THE MINIMUM EROSION AND SEDIMENT MEASURES REQUIRED FOR THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL APPLICABLE RULES, REGULATIONS AND WATER QUALITY GUIDELINES AND MAY NEED TO INSTALL ADDITIONAL CONTROLS.
33. THE CONTRACTOR SHALL BE REQUIRED TO RESPOND TO ALL WATER MANAGEMENT DISTRICT INQUIRIES, RELATIVE TO COMPLIANCE OF SJRWMD FOR EROSION AND SEDIMENTATION CONTROL. THE COST OF THIS COMPLIANCE SHALL BE PART OF THE CONTRACT.

NOTE:
WHERE FDOT SPECS AND INDEX ARE REFERENCED, PLEASE REFER TO FDOT ROADWAY & TRAFFIC DESIGN STANDARDS, AND FDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION.



PARTIAL INLET — COMPLETED INLET — DITCH BOTTOM INLET

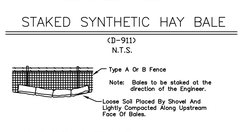
PROTECTION AROUND INLETS OR SIMILAR STRUCTURES



BARRIERS FOR FILL SLOPES

HAY BALE PLACEMENT

N.T.S.

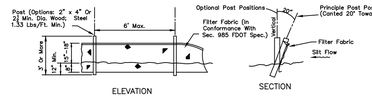


BALES BACKED BY FENCE

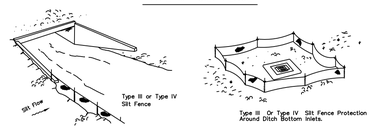
STAKED SYNTHETIC HAY BALE

<D-911>

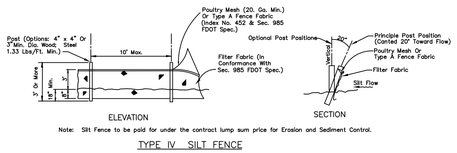
N.T.S.



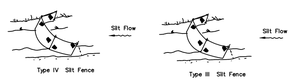
TYPE III SILT FENCE



Do not deploy in a manner that silt fences will act as a dam across permanent flowing watercourses. Silt fences are to be used at upland locations and turbidity barriers used at permanent bodies of water.



TYPE IV SILT FENCE

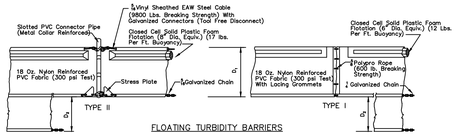


Note: Spacing for Type III & TYPE IV Fence to be in accordance with Chart 1, Sheet 1 of 3, FDOT Index No. 102 and ditch installations at drainage structures Sheet 2 of 3, FDOT Index No. 102.

SILT FENCE APPLICATIONS

SILT FENCE TYPE III & IV

N.T.S.

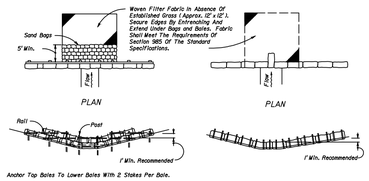


FLOATING TURBIDITY BARRIERS

NOTES:
1. Turbidity barriers are to be used in all permanent bodies of water regardless of water depth.
2. Number and spacing of anchors dependent on current velocities.
3. Deployment of barrier around pile locations may vary to accommodate construction operations.
4. Navigation may require segmenting barrier during construction operations.
5. For additional information see Section 104 of the FDOT Standard Specifications.

TURBIDITY BARRIERS

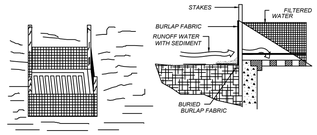
N.T.S.



BARRIER FOR UNPAVED DITCHES

SYNTHETIC HAY BALE BARRIERS TYPE I & II

N.T.S.



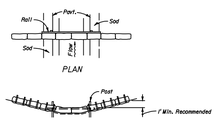
FABRIC SEDIMENT FILTER

SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE THE INLET DRAINS A RELATIVELY FLAT AREA (SLOPES NO GREATER THAN 5 PERCENT) WHERE SHEET OR OVERLAND FLOWS (NOT EXCEEDING 0.5 cfs) ARE TYPICAL. THE METHOD SHALL NOT APPLY TO INLETS RECEIVING CONCENTRATED FLOWS, SUCH AS IN STREET OR HIGHWAY MEDIANS.

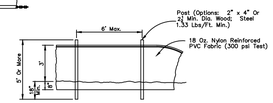
DROP INLET SEDIMENT TRAP

N.T.S.



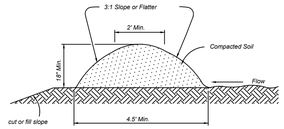
BARRIER FOR PAVED DITCH

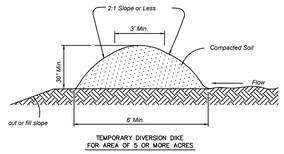
NOTICE:
COMPONENTS OF TYPES I & TYPE II MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES I AND II SHALL BE AS APPROVED BY THE ENGINEER.



STAKED TURBIDITY BARRIER

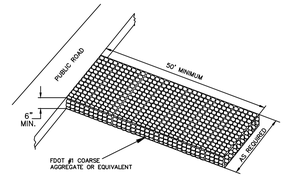
Note:
Turbidity barriers for flowing streams and tidal creeks may be either floating, or staked types or any combinations of types that will suit site conditions and meet erosion control and water quality requirements. The barrier type(s) will be at the Contractors option unless otherwise specified in the plans, however, payment will be under the contract lump sum price established in the bid proposal for Erosion and Sediment Control Posts in staked turbidity barriers to be installed in vertical position unless otherwise directed by the Engineer.





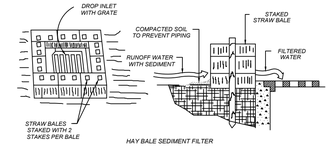
DIVERSION DIKE

N.T.S.



STABILIZED CONSTRUCTION ENTRANCE

N.T.S.

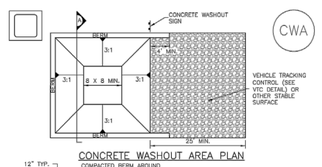


HAY BALE SEDIMENT FILTER

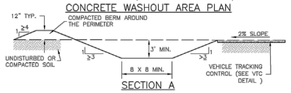
SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE THE INLET DRAINS A RELATIVELY FLAT AREA (SLOPES NO GREATER THAN 5 PERCENT) WHERE SHEET OR OVERLAND FLOWS (NOT EXCEEDING 0.5 cfs) ARE TYPICAL. THE METHOD SHALL NOT APPLY TO INLETS RECEIVING CONCENTRATED FLOWS, SUCH AS IN STREET OR HIGHWAY MEDIANS.

Concrete Washout Area (CWA) MM-1



CONCRETE WASHOUT AREA PLAN



SECTION A

CWA–1, CONCRETE WASHOUT AREA

CWA INSTALLATION NOTES

1. SEE PLAN VIEW FOR:
   –CWA INSTALLATION LOCATION.
2. DO NOT LOCATE AN UNLINED CWA WITHIN 400' OF ANY NATURAL DRAINAGE PATHWAY OR WATERBODY. DO NOT LOCATE WITHIN 1,000' OF ANY WELLS OR DRINKING WATER SOURCES. IF SITE CONSTRAINTS MAKE THIS INFEASIBLE, OR IF HIGHLY PERMEABLE SOILS EXIST ON SITE, THE CWA MUST BE INSTALLED WITH AN IMPERMEABLE LINER (18 MIL MIN. THICKNESS) OR SURFACE STORAGE ALTERNATIVES USING PREFABRICATED CONCRETE WASHOUT DEVICES OR A LINED ABOVE GROUND STORAGE ARE SHOULD BE USED.
3. THE CWA SHALL BE INSTALLED PRIOR TO CONCRETE PLACEMENT ON SITE.
4. CWA SHALL INCLUDE A FLAT SUBSURFACE PIT THAT IS AT LEAST 8' BY 8' SLOPES LEADING OUT OF THE SUBSURFACE PIT SHALL BE 3:1 OR FLATTER. THE PIT SHALL BE AT LEAST 3' DEEP.
5. BERM SURROUNDING SIDES AND BACK OF THE CWA SHALL HAVE MINIMUM HEIGHT OF 1'.
6. VEHICLE TRACKING PAD SHALL BE SLOPED 2% TOWARDS THE CWA.
7. SIGNS SHALL BE PLACED AT THE CONSTRUCTION ENTRANCE, AT THE CWA, AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CWA TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS.
8. USE EXCAVATED MATERIAL FOR PERIMETER BERM CONSTRUCTION.

November 2010 Urban Drainage and Flood Control District CWA-3
Urban Storm Drainage Criteria Manual Volume 3

CONCRETE WASHOUT AREA (CWA) DETAILS

F:\OJV1\CAD\Planset\Final\4 EROSION CONTROL DETAILS.dwg,12/13/2023 12:00:41 PM

DAVE SCHMITT ENGINEERING, INC.
12301 Lake Underhill Road Suite 241
ORLANDO, FL 32828
407-207-9088 FAX 407-207-9089
Certification of Authorization #27471

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

EROSION CONTROL DETAILS

OCOEE OAKS JOINT VENTURE
CITY OF OCOEE, FLORIDA

DATE: MAY 2023
PROJECT NO.: OJV-1
DRAWN BY: BC
CHECKED BY: DMS
SCALE: NONE
SHEET: 04 OF 19

STORM WATER POLLUTION PREVENTION PLAN

OWNER'S REQUIREMENTS

SITE DESCRIPTION

PROJECT NAME AND LOCATION:
OCOEE OAKS JOINT VENTURE
CITY OF OCOEE, FLORIDA

OWNER NAME AND ADDRESS:
OCOEE OAKS JOINT VENTURE
7901 KINGSPOINT PKWY, STE 8,
ORLANDO, FL 32819
CONTACT: CARLOS BONILLA
PHONE: 407-557-6208

DESCRIPTION:
THIS PROJECT INCLUDES THE CONSTRUCTION OF ROADWAYS, LOT GRADING, UTILITY CONSTRUCTION, DRAINAGE SYSTEM CONSTRUCTION (EXISTING RETENTION POND) AND LANDSCAPING.

SOIL DISTURBING ACTIVITIES WILL INCLUDE, BUT NOT LIMITED TO:
CLEARING AND GRUBBING; EARTHWORK, DRAINAGE SYSTEM, PAVING, AND PREPARATION FOR FINAL LANDSCAPING.

RUNOFF CURVE NUMBERS:
1. *PRE-CONSTRUCTION = SEE DRAINAGE CALCULATION NOTEBOOK*
2. *DURING CONSTRUCTION = SEE DRAINAGE CALCULATION NOTEBOOK*
3. *POST-CONSTRUCTION = SEE DRAINAGE CALCULATION NOTEBOOK*

SOILS:
SEE GEOTECHNICAL REPORT FOR BORINGS AND SOILS DATA.

SITE MAPS:
* *SEE ATTACHED PLANS FOR PRE & POST DEVELOPMENT GRADES, AREAS OF SOILS, DISTURBANCE, LOCATION OF SURFACE WATERS, WETLANDS, PROTECTED AREAS, MAJOR STRUCTURAL AND NONSTRUCTURAL CONTROLS AND STORM WATER DISCHARGE POINTS.*
* *SEE ATTACHED EROSION CONTROL PLAN FOR LOCATION OF TEMPORARY STABILIZATION PRACTICES AND EROSION CONTROL DETAILS.*
* *SEE ATTACHED GENERAL NOTES SHEET AND EROSION CONTROL PLAN FOR REQUIREMENTS FOR TEMPORARY AND PERMANENT STABILIZATION.*

SITE AREA:
1. *TOTAL AREA OF SITE = 12.57 AC.*
2. *TOTAL AREA TO BE DISTURBED = 5.95 AC.*
3. *TOTAL AREA REMAINING = 6.62 AC*

NAME OF RECEIVING WATERS:
EXISTING RETENTION POND:
Long:W81° 30' 55.99"
Lat:N28° 33' 56.29"

1. *ANTICIPATED START DATE OF CONSTRUCTION:* **8/24**
2. *ANTICIPATED END DATE OF CONSTRUCTION:* **8/25**

(CONSTRUCTION DATES ARE TO BE FILLED IN PRIOR TO COMMENCEMENT OF CONSTRUCTION)

CONTROLS

THIS PLAN UTILIZES BEST MANAGEMENT PRACTICES TO CONTROL EROSION AND TURBIDITY CAUSED BY STORM WATER RUN OFF. AN EROSION AND TURBIDITY PLAN HAS BEEN PREPARED TO INSTRUCT THE CONTRACTOR ON PLACEMENT OF THESE CONTROLS. IT IS THE CONTRACTORS RESPONSIBILITY TO INSTALL AND MAINTAIN THE CONTROLS PER PLAN AS WELL AS ENSURING THE PLAN IS PROVIDING THE PROPER PROTECTION AS REQUIRED BY FEDERAL, STATE AND LOCAL LAWS. REFER TO "CONTRACTORS RESPONSIBILITY" FOR A VERBAL DESCRIPTION OF THE CONTROLS THAT MAY BE IMPLEMENTED.

STORM WATER MANAGEMENT

STORM WATER DRAINAGE WILL BE PROVIDED BY A SERIES OF PIPES AND INLETS CONVEYING RUNOFF TO THE STORMWATER RETENTION PONDS FOR THE PROJECT. AREAS WHICH ARE NOT TO BE CONSTRUCTED ON, BUT WILL BE REGRADED SHALL BE STABILIZED IMMEDIATELY AFTER GRADING IS COMPLETE. THE SITE DISCHARGES TO A DRY DETENTION SYSTEM, WHERE PRACTICAL, TEMPORARY SEDIMENT BASINS WILL BE USED TO INTERCEPT SEDIMENT BEFORE ENTERING THE PERMANENT DETENTION BASIN. THIS IS IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT FOR THIS TYPE OF DEVELOPMENT AT THE TIME OF PERMITTING.

TIMING OF CONTROLS/MEASURES

REFER TO "CONTRACTORS REQUIREMENTS" FOR THE TIMING OF CONTROL/MEASURES.

CERTIFICATION OF COMPLIANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS

IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL LAWS RELATED TO STORM WATER MANAGEMENT AND EROSION AND TURBIDITY CONTROLS, THE FOLLOWING PERMITS HAVE BEEN OBTAINED (TO BE FILLED IN PRIOR TO COMMENCEMENT OF CONSTRUCTION).

F.D.E.P. DREDGE/FILL PERMIT # _____

A.C.O.E. DREDGE/FILL PERMIT # _____

S.W.F.W.M.D. M.S.S.W. PERMIT # _____

N.P.D.E.S PERMIT # _____

POLLUTION PREVENTION PLAN CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

*SIGNED:*_____
OWNER/OPERATOR

*DATED:*_____

CONTRACTOR'S REQUIREMENTS

GENERAL

THE CONTRACTOR SHALL AT A MINIMUM IMPLEMENT THE CONTRACTOR'S REQUIREMENTS OUTLINED BELOW AND THOSE MEASURES SHOWN ON THE EROSION AND TURBIDITY CONTROL PLAN. IN ADDITION THE CONTRACTOR SHALL UNDERTAKE ADDITIONAL MEASURES REQUIRED TO BE IN COMPLIANCE WITH APPLICABLE PERMIT CONDITIONS AND STATE WATER QUALITY STANDARDS. DEPENDING ON THE NATURE OF MATERIALS AND METHODS OF CONSTRUCTION THE CONTRACTOR MAY BE REQUIRED TO ADD FLOCCULANTS TO THE RETENTION SYSTEM PRIOR TO PLACING THE SYSTEM INTO OPERATION.

SEQUENCE OF MAJOR ACTIVITIES:

THE ORDER OF ACTIVITIES WILL BE AS FOLLOWS:

1. *INSTALL STABILIZED CONSTRUCTION ENTRANCE*
2. *INSTALL SILT FENCES AS REQUIRED*
3. *CLEAR AND GRUB FOR DIVERSION SWALES/DIKES AND SEDIMENT BASIN*
4. *CONSTRUCT SEDIMENTATION BASIN*
5. *CONTINUE CLEARING AND GRUBBING*
6. *STOCK PILE TOP SOIL IF REQUIRED*
7. *PERFORM PRELIMINARY GRADING ON SITE AS REQUIRED*
8. *STABILIZE DENUDED AREAS AND STOCKPILES AS SOON AS PRACTICABLE*
9. *INSTALL UTILITIES, STORM SEWER, CURBS & GUTTER.*
10. *APPLY BASE TO PROJECT*
11. *COMPLETE GRADING AND INSTALL PERMANENT SEEDING/SOD AND PLANTING*
12. *COMPLETE FINAL PAVING*
13. *REMOVE ACCUMULATED SEDIMENT FROM BASINS*
14. *WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE IS STABILIZED, REMOVE ANY TEMPORARY DIVERSION SWALES/DIKES AND RESEED/SOD AS REQUIRED*

TIMING OF CONTROLS/MEASURES

AS INDICATED IN THE SEQUENCE OF MAJOR ACTIVITIES. THE SILT FENCES, STABILIZED CONSTRUCTION ENTRANCE AND SEDIMENT BASIN WILL BE CONSTRUCTED PRIOR TO CLEARING OR GRADING OF ANY OTHER PORTIONS OF THE SITE. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICAL IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. ONCE CONSTRUCTION ACTIVITY CEASES PERMANENTLY IN AN AREA, THAT AREA WILL BE STABILIZED PERMANENTLY IN ACCORDANCE WITH THE PLANS. AFTER THE ENTIRE SITE IS STABILIZED, THE ACCUMULATED SEDIMENT WILL BE REMOVED FROM THE SEDIMENT TRAPS AND THE EARTH DIKE/SWALES WILL BE REGRADED/REMOVED AND STABILIZED IN ACCORDANCE WITH THE EROSION & TURBIDITY CONTROL PLAN.

CONTROLS

IT IS THE CONTRACTORS RESPONSIBILITY TO IMPLEMENT THE EROSION AND TURBIDITY CONTROLS AS SHOWN ON THE EROSION AND TURBIDITY CONTROL PLAN. IT IS ALSO THE CONTRACTORS RESPONSIBILITY TO ENSURE THESE CONTROLS ARE PROPERLY INSTALLED , MAINTAINED AND FUNCTIONING PROPERLY TO PREVENT TURBID OR POLLUTED WATER FROM LEAVING THE PROJECT SITE. THE CONTRACTOR WILL ADJUST THE EROSION AND TURBIDITY CONTROLS SHOWN ON THE EROSION AND TURBIDITY CONTROL PLAN AND ADD ADDITIONAL CONTROL MEASURES, AS REQUIRED, TO ENSURE THE SITE MEETS ALL FEDERAL, STATE AND LOCAL EROSION AND TURBIDITY CONTROL REQUIREMENTS. THE FOLLOWING BEST MANAGEMENT PRACTICES WILL BE IMPLEMENTED BY THE CONTRACTOR AS REQUIRED BY THE EROSION AND TURBIDITY CONTROL PLAN AND AS REQUIRED TO MEET THE EROSION AND TURBIDITY REQUIREMENTS IMPOSED ON THE PROJECT SITE BY THE REGULATORY AGENCIES.

EROSION AND SEDIMENT CONTROLS
STABILIZATION PRACTICES

1. *FILTER FABRIC BARRIER: FILTER FABRIC BARRIERS CAN BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WITH THE FOLLOWING LIMITATIONS:*
   A. WHERE THE MAXIMUM SLOPE BEHIND THE BARRIER IS 33 PERCENT.
   B. IN MINOR SWALES OR DITCH LINES WHERE THE MAXIMUM CONTRIBUTING DRAINAGE AREA IS NO GREATER THAN 2 ACRES.
2. *BRUSH BARRIER WITH FILTER FABRIC: BRUSH BARRIER MAY BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WHERE ENOUGH RESIDUE MATERIAL IS AVAILABLE ON SITE.*
3. *LEVEL SPREADER: A LEVEL SPREADER MAY BE USED WHERE SEDIMENT-FREE STORM RUNOFF IS INTERCEPTED AND DIVERTED AWAY FROM THE GRADED AREAS ONTO UNDISTURBED STABILIZED AREAS. THIS PRACTICE APPLIES ONLY IN THOSE SITUATIONS WHERE THE SPREADER CAN BE CONSTRUCTED ON UNDISTURBED SOIL AND THE AREA BELOW THE LEVEL LIP IS STABILIZED. THE WATER SHOULD NOT BE ALLOWED TO RECONCENTRATE AFTER RELEASE.*
4. *STOCKPILING MATERIAL: NO EXCAVATED MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE INTO ANY ADJACENT WATER BODY OR STORM WATER COLLECTION FACILITY.*
5. *EXPOSED AREA LIMITATION: THE SURFACE AREA OF OPEN, RAW ERODIBLE SOIL EXPOSED BY CLEARING AND GRUBBING OPERATIONS OR EXCAVATION AND FILLING OPERATIONS SHALL NOT EXCEED 10 ACRES. THIS REQUIREMENT MAY BE WAIVED FOR LARGE PROJECTS WITH AN EROSION CONTROL PLAN WHICH DEMONSTRATES THAT OPENING OF ADDITIONAL AREAS WILL NOT SIGNIFICANTLY AFFECT OFF-SITE DEPOSIT OF SEDIMENTS.*

CONTROLS CONT'D.

6. *INLET PROTECTION: INLETS AND CATCH BASINS WHICH DISCHARGE DIRECTLY OFF-SITE SHALL BE PROTECTED FROM SEDIMENT-LADEN STORM RUNOFF UNTIL THE COMPLETION OF ALL CONSTRUCTION OPERATIONS THAT MAY CONTRIBUTE SEDIMENT TO THE INLET.*
7. *TEMPORARY SEEDING: AREAS OPENED BY CONSTRUCTION OPERATIONS AND THAT ARE NOT ANTICIPATED TO BE RE-EXCAVATED OR DRESSED AND RECEIVE FINAL GRASSING TREATMENT WITHIN 30 DAYS SHALL BE SEEDED WITH A QUICK GROWING GRASS SPECIES WHICH WILL PROVIDE AN EARLY COVER DURING THE SEASON IN WHICH IT IS PLANTED AND WILL NOT LATER COMPETE WITH THE PERMANENT GRASSING.*
8. *TEMPORARY SEEDING AND MULCHING: SLOPES STEEPER THAN 6:1 THAT FALL WITHIN THE CATEGORY ESTABLISHED IN PARAGRAPH 6 ABOVE SHALL ADDITIONALLY RECEIVE MULCHING OF APPROXIMATELY 2 INCHES LOOSE MEASURE OF MULCH MATERIAL CUT INTO THE SOIL OF THE SEEDED AREA ADEQUATE TO PREVENT MOVEMENT OF SEED AND MULCH.*
9. *TEMPORARY GRASSING: THE SEEDED OR SEEDED AND MULCHED AREA(S) SHALL BE ROLLED AND WATERED OR HYDROMULCHED OR OTHER SUITABLE METHODS IF REQUIRED TO ASSURE OPTIMUM GROWING CONDITIONS FOR THE ESTABLISHMENT OF A GOOD GRASS COVER. TEMPORARY GRASSING SHALL BE THE SAME MIX & AMOUNT REQUIRED FOR PERMANENT GRASSING IN THE CONTRACT SPECIFICATIONS.*
10. *TEMPORARY REGRASSING : IF, AFTER 14 DAYS FROM SEEDING, THE TEMPORARY GRASSED AREAS HAVE NOT ATTAINED A MINIMUM OF 85 PERCENT UNIFORM GOOD GRASS COVER, THE AREA WILL BE REWORKED AND ADDITIONAL SEED APPLIED SUFFICIENT TO ESTABLISH THE DESIRED VEGETATIVE COVER.*
11. *MAINTENANCE: ALL FEATURES OF THE PROJECT DESIGNED AND CONSTRUCTED TO PREVENT EROSION AND SEDIMENT SHALL BE MAINTAINED DURING THE LIFE OF THE CONSTRUCTION SO AS TO FUNCTION AS THEY WERE ORIGINALLY DESIGNED AND CONSTRUCTED.*
12. *PERMANENT EROSION CONTROL: THE EROSION CONTROL FACILITIES OF THE PROJECT SHOULD BE DESIGNED TO MINIMIZE THE IMPACT ON THE OFFSITE FACILITIES.*
13. *PERMANENT SEEDING: ALL AREAS WHICH HAVE BEEN DISTURBED BY CONSTRUCTION WILL, AS A MINIMUM, BE SEEDED. THE SEEDING MIX MUST PROVIDE BOTH LONG-TERM VEGETATION AND RAPID GROWTH SEASONAL VEGETATION. SLOPES STEEPER THAN 4:1 SHALL BE SEEDED AND MULCHED OR SODDED.*

STRUCTURAL PRACTICES

1. *TEMPORARY DIVERSION DIKE: TEMPORARY DIVERSION DIKES MAY BE USED TO DIVERT RUNOFF THROUGH A SEDIMENT-TRAPPING FACILITY.*
2. *TEMPORARY SEDIMENT TRAP: A SEDIMENT TRAP SHALL BE INSTALLED IN AN DRAINAGEWAY AT A STORM DRAIN INLET OR AT OTHER POINTS OF DISCHARGE FROM A DISTURBED AREA. THE FOLLOWING SEDIMENT TRAPS MAY BE CONSTRUCTED EITHER INDEPENDENTLY OR IN CONJUNCTION WITH A TEMPORARY DIVERSION DIKE:*
   A. BLOCK & GRAVEL SEDIMENT FILTER - THIS PROTECTION IS APPLICABLE WHERE HEAVY FLOWS AND/OR WHERE AN OVERFLOW CAPACITY IS NECESSARY TO PREVENT EXCESSIVE PONDING AROUND THE STRUCTURE.
   B. GRAVEL SEDIMENT TRAP - THIS PROTECTION IS APPLICABLE WHERE HEAVY CONCENTRATED FLOWS ARE EXPECTED, BUT NOT WHERE PONDING AROUND THE STRUCTURE MIGHT CAUSE EXCESSIVE INCONVENIENCE OR DAMAGE TO ADJACENT STRUCTURES & UNPROTECTED AREAS.
   C. DROP INLET SEDIMENT TRAP - THIS PROTECTION IS APPLICABLE WHERE THE INLET DRAINS A RELATIVELY FLAT AREA (S < 5%) AND WHERE SHEET OR OVERLAND FLOWS (Q < 0.5 CFS) ARE TYPICAL. THIS METHOD SHALL NOT APPLY TO INLETS RECEIVING CONCENTRATED FLOWS SUCH AS IN STREET OR HIGHWAY MEDIANS.
3. *OUTLET PROTECTION: APPLICABLE TO THE OUTLETS OF ALL PIPES AND PAVED CHANNEL SECTIONS WHERE THE FLOW COULD CAUSE EROSION & SEDIMENT PROBLEM TO THE RECEIVING WATER BODY. SILT FENCES ARE TO BE INSTALLED IMMEDIATELY DOWNSTREAM OF THE DISCHARGING STRUCTURE AS SHOWN ON THE OUTLET PROTECTION DETAIL.*
4. *SEDIMENT BASIN: WILL BE CONSTRUCTED AT THE COMMON DRAINAGE LOCATIONS THAT SERVE AN AREA WITH 10 OR MORE DISTURBED ACRES AT ONE TIME. THE PROPOSED STORM WATER PONDS (OR TEMPORARY PONDS) WILL BE CONSTRUCTED FOR USE AS SEDIMENT BASINS. THESE SEDIMENT BASINS MUST PROVIDE A MINIMUM OF 3,600 CUBIC FEET OF STORAGE PER ACRE DRAINED UNTIL FINAL STABILIZATION OF THE SITE.*

   NOTE:
   THE 3,600 CUBIC FEET OF STORAGE AREA PER ACRE DRAINED DOES NOT APPLY TO FLOWS FROM OFFSITE AREAS AND FLOWS FROM ONSITE AREAS THAT ARE EITHER UNDISTURBED OR HAVE UNDERGONE FINAL STABILIZATION WHERE SUCH FLOWS ARE DIVERTED AROUND BOTH THE DISTURBED AREA AND THE SEDIMENT BASIN. ANY TEMPORARY SEDIMENT BASINS CONSTRUCTED MUST BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH THE SPECIFICATIONS FOR STRUCTURAL FILL. ALL SEDIMENT COLLECTED IN PERMANENT OR TEMPORARY SEDIMENT TRAPS MUST BE REMOVED UPON FINAL STABILIZATION.

OTHER CONTROLS

WASTE DISPOSAL

ALL WASTE MATERIALS EXCEPT LAND CLEARING DEBRIS SHALL BE COLLECTED AND STORED IN A SECURELY LIDDED METAL DUMPSTER. THE DUMPSTER WILL MEET ALL LOCAL AND STATE SOLID WASTE MANAGEMENT REGULATIONS. THE DUMPSTER WILL BE EMPTIED AS NEEDED AND THE TRASH WILL BE HAULED TO A STATE APPROVED LANDFILL. ALL PERSONNEL WILL BE INSTRUCTED REGARDING THE CORRECT PROCEDURE FOR WASTE DISPOSAL. NOTICES STATING THESE PRACTICES WILL BE POSTED AT THE CONSTRUCTION SITE BY THE CONSTRUCTION SUPERINTENDENT. THE INDIVIDUAL WHO MANAGES THE DAY-TO-DAY SITE OPERATIONS, WILL BE RESPONSIBLE FOR SEEING THAT THESE PROCEDURES ARE FOLLOWED.

HAZARDOUS WASTE

ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL OR STATE REGULATION OR BY THE MANUFACTURER. SITE PERSONNEL WILL BE INSTRUCTED IN THESE PRACTICES AND THE SITE SUPERINTENDENT, THE INDIVIDUAL WHO MANAGES DAY-TO-DAY SITE OPERATIONS,WILL BE RESPONSIBLE FOR SEEING THAT THESE PRACTICES ARE FOLLOWED.

SANITARY WASTE

ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS AS NEEDED TO PREVENT POSSIBLE SPILLAGE. THE WASTE WILL BE COLLECTED AND DEPOSED OF IN ACCORDANCE WITH STATE AND LOCAL WASTE DISPOSAL REGULATIONS FOR SANITARY SEWER OR SEPTIC SYSTEMS.

OFFSITE VEHICLE TRACKING

A STABILIZED CONSTRUCTION ENTRANCE WILL BE PROVIDED TO HELP REDUCE VEHICLE TRACKING OF SEDIMENTS. THE PAVED STREET ADJACENT TO THE SITE ENTRANCE WILL BE SWEPT DAILY TO REMOVE ANY EXCESS MUD, DIRT OR ROCK TRACKED FROM THE SITE. DUMP TRUCKS HAULING MATERIAL FROM THE CONSTRUCTION SITE WILL BE COVERED WITH A TARPAULIN.

INVENTORY FOR POLLUTION PREVENTION PLAN

THE MATERIALS OR SUBSTANCES LISTED BELOW ARE EXPECTED TO BE PRESENT ONSITE DURING CONSTRUCTION:

☐ *Concrete*	☐ *Fertilizers*	☐ *Wood*
☐ *Asphalt*	☐ *Petroleum Based Products*	☐ *Masonry Blocks*
☐ *Tar*	☐ *Cleaning Solvents*	☐ *Roofing Materials*
☐ *Detergents*	☐ *Paints*	☐ *Metal Studs*
☐ _____	☐ _____	☐ _____

SPILL PREVENTION

MATERIAL MANAGEMENT PRACTICES

THE FOLLOWING ARE THE MATERIAL MANAGEMENT PRACTICES THAT WILL BE USED TO REDUCE THE RISK OF SPILLS OR OTHER ACCIDENTAL EXPOSURE OF MATERIALS AND SUBSTANCES TO STORM WATER RUNOFF:

GOOD HOUSEKEEPING

THE FOLLOWING GOOD HOUSEKEEPING PRACTICES WILL BE FOLLOWED ONSITE DURING THE CONSTRUCTION PROJECT:

* *AN EFFORT WILL BE MADE TO STORE ONLY ENOUGH PRODUCT REQUIRED TO DO THE JOB.*
* *ALL MATERIALS STORED ONSITE WILL BE STORED IN A NEAT, ORDERLY MANNER IN THEIR APPROPRIATE CONTAINERS AND, IF POSSIBLE, UNDER A ROOF OR OTHER ENCLOSURE.*
* *PRODUCTS WILL BE KEPT IN THEIR ORIGINAL CONTAINERS WITH THE ORIGINAL MANUFACTURER'S LABEL.*
* *SUBSTANCES WILL NOT BE MIXED WITH ONE ANOTHER UNLESS RECOMMENDED BY THE MANUFACTURER.*
* *WHENEVER POSSIBLE, ALL OF A PRODUCT WILL BE USED UP BEFORE DISPOSING OF THE CONTAINER.*
* *MANUFACTURER'S RECOMMENDATIONS FOR PROPER USE AND DISPOSAL WILL BE FOLLOWED.*
* *THE SITE SUPERINTENDENT WILL INSPECT DAILY TO ENSURE MATERIALS ONSITE RECEIVE PROPER USE AND DISPOSAL.*

HAZARDOUS PRODUCTS

THESE PRACTICES ARE USED TO REDUCE THE RISKS ASSOCIATED WITH HAZARDOUS MATERIALS.

* *PRODUCTS WILL BE KEPT IN ORIGINAL CONTAINERS UNLESS THEY ARE NOT RESEALABLE.*
* *ORIGINAL LABELS AND MATERIAL SAFETY DATA WILL BE RETAINED; THEY CONTAIN IMPORTANT PRODUCT INFORMATION.*
* *IF SURPLUS PRODUCT MUST BE DISPOSED OF, MANUFACTURER'S OR LOCAL AND STATE RECOMMENDED METHODS FOR PROPER DISPOSAL WILL BE FOLLOWED.*

SPILL PREVENTION CONT'D.

PRODUCT SPECIFIC PRACTICES

THE FOLLOWING PRODUCT SPECIFIC PRACTICES WILL BE FOLLOWED ONSITE:

PETROLEUM PRODUCTS

ALL ONSITE VEHICLES WILL BE MONITORED FOR LEAKS AND RECEIVE REGULAR PREVENTIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE. PETROLEUM PRODUCTS WILL BE STORED IN TIGHTLY SEALED CONTAINERS WHICH ARE CLEARLY LABELED. ANY ASPHALT SUBSTANCES USED ONSITE WILL BE APPLIED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.

FERTILIZERS

FERTILIZERS USED WILL BE APPLIED ONLY IN THE MINIMUM AMOUNTS RECOMMENDED BY THE MANUFACTURER. ONCE APPLIED, FERTILIZER WILL BE WORKED INTO THE SOIL TO LIMIT EXPOSURE TO STORM WATER. STORAGE WILL BE IN A COVERED AREA. THE CONTENTS OF ANY PARTIALLY USED BAGS OF FERTILIZER WILL BE TRANSFERRED TO A SEALABLE PLASTIC BIN TO AVOID SPILLS.

PAINTS

ALL CONTAINERS WILL BE TIGHTLY SEALED AND STORED WHEN NOT REQUIRED FOR USE. EXCESS PAINT WILL NOT BE DISCHARGED TO THE STORM SEWER SYSTEM BUT WILL BE PROPERLY DISPOSED OF ACCORDING TO MANUFACTURERS' INSTRUCTIONS OR STATE AND LOCAL REGULATIONS.

CONCRETE TRUCKS

WASHING OF VEHICLES SHOULD BE CONDUCTED USING PRACTICES THAT WILL PREVENT DIRECT, UNTREATED DISCHARGES OF WASTEWATER AND HAZARDOUS WASTES TO SURFACE AND GROUND WATERS. A DESIGNATED AREA MUST BE CREATED SPECIFICALLY FOR WASHING VEHICLES THAT WILL BE LAID WITH FILTER FABRIC, CRUSHED STONE (DOT GRAVEL #2 AND UP) AND COVERED WITH LINED BERM.

SPILL CONTROL PRACTICES

IN ADDITION TO THE GOOD HOUSEKEEPING AND MATERIAL MANAGEMENT PRACTICES DISCUSSED IN THE PREVIOUS SECTIONS OF THIS PLAN, THE FOLLOWING PRACTICES WILL BE FOLLOWED FOR SPILL PREVENTION AND CLEANUP:

MANUFACTURERS' RECOMMENDED METHODS FOR SPILL CLEANUP WILL BE CLEARLY POSTED ON SITE AND SITE PERSONNEL WILL BE MADE AWARE OF THE PROCEDURES AND THE LOCATION OF THE INFORMATION AND CLEANUP SUPPLIES.

MATERIALS AND EQUIPMENT NECESSARY FOR SPILL CLEANUP WILL BE KEPT IN THE MATERIAL STORAGE AREA ONSITE. EQUIPMENT AND MATERIALS WILL INCLUDE BUT NOT BE LIMITED TO BROOMS, DUST PANS, MOPS, RAGS, GLOVES, GOGGLES, LIQUID ABSORBENT (i.e. KITTY LITTER OR EQUAL), SAND, SAWDUST, AND PLASTIC AND METAL TRASH CONTAINERS SPECIFICALLY FOR THIS PURPOSE.

ALL SPILLS WILL BE CLEANED UP IMMEDIATELY AFTER DISCOVERY.

THE SPILL AREA WILL BE KEPT WELL VENTILATED AND PERSONNEL WILL WEAR APPROPRIATE PROTECTIVE CLOTHING TO PREVENT INJURY FROM CONTACT WITH A HAZARDOUS SUBSTANCE.

SPILL OF TOXIC OR HAZARDOUS MATERIAL WILL BE REPORTED TO THE APPROPRIATE STATE OR LOCAL GOVERNMENT AGENCY, REGARDLESS OF THE SIZE OF THE SPILL.

THE SPILL PREVENTION PLAN WILL BE ADJUSTED TO INCLUDE MEASURES TO PREVENT THIS TYPE OF SPILL FROM REOCCURRING AND HOW TO CLEAN UP THE SPILL IF THERE IS ANOTHER ONE. A DESCRIPTION OF THE SPILL, WHAT CAUSED IT, AND THE CLEANUP MEASURES WILL ALSO BE INCLUDED.

THE SITE SUPERINTENDENT RESPONSIBLE FOR THE DAY-TO-DAY SITE OPERATIONS, WILL BE THE SPILL PREVENTION AND CLEANUP COORDINATOR. HE/SHE WILL DESIGNATE AT LEAST ONE OTHER SITE PERSONNEL WHO WILL RECEIVE SPILL PREVENTION AND CLEANUP TRAINING. THESE INDIVIDUALS WILL EACH BECOME RESPONSIBLE FOR A PARTICULAR PHASE OF PREVENTION AND CLEANUP. THE NAMES OF RESPONSIBLE SPILL PERSONNEL WILL BE POSTED IN THE MATERIAL STORAGE AREA AND IF APPLICABLE, IN THE OFFICE TRAILER ONSITE.

MAINTENANCE/INSPECTION PROCEDURES

EROSION AND SEDIMENT CONTROL INSPECTION AND MAINTENANCE PRACTICES

THE FOLLOWING ARE INSPECTION AND MAINTENANCE PRACTICES THAT WILL BE USED TO MAINTAIN EROSION AND SEDIMENT CONTROLS.

* *NO MORE THAN 10 ACRES OF THE SITE WILL BE DENUDED AT ONE TIME WITHOUT WRITTEN PERMISSION FROM THE ENGINEER.*
* *ALL CONTROL MEASURES WILL BE INSPECTED BY THE SUPERINTENDENT. THE PIERSON RESPONSIBLE FOR THE DAY TO DAY SITE OPERATION OR SOMEONE APPOINTED BY THE SUPERINTENDENT, AT LEAST ONCE A WEEK AND FOLLOWING ANY STORM EVENT OF 0.25 INCHES OR GREATER.*
* *ALL TURBIDITY CONTROL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER. IF A REPAIR IS NECESSARY, IT WILL BE INITIATED WITHIN 24 HOURS OF*
* *BUILT UP SEDIMENT WILL BE REMOVED FROM SILT FENCE WHEN IT HAS REACHED ONE-THIRD THE HEIGHT OF THE FENCE.*
* *SILT FENCE WILL BE INSPECTED FOR DEPTH OF SEDIMENT, TEARS, TO SEE IF THE FABRIC IS SECURELY ATTACHED TO THE FENCE POSTS, AND TO SEE THAT THE FENCE POSTS ARE FIRMLY IN THE GROUND.*
* *DIVERSION DIKES/SWALES WILL BE INSPECTED AND ANY BREACHES PROMPTLY REPAIRED.*

MAINT./INSP. PROCEDURES CONT'D.

* *THE SEDIMENT BASINS WILL BE INSPECTED FOR THE DEPTH OF SEDIMENT, AND BUILT UP SEDIMENT WILL BE REMOVED WHEN IT REACHES 10 PERCENT OF THE DESIGN CAPACITY OR AT THE END OF THE JOB, WHICHEVER COMES FIRST.*
* *TEMPORARY AND PERMANENT SEEDING AND PLANTING WILL BE INSPECTED FOR BARE SPOTS, WASHOUTS, AND HEALTHY GROWTH.*
* *A MAINTENANCE INSPECTION REPORT WILL BE MADE AFTER EACH INSPECTION. A COPY OF THE REPORT FORM TO BE COMPLETED BY THE INSPECTOR IS ATTACHED.*
  THE REPORTS WILL BE KEPT ON SITE DURING CONSTRUCTION AND AVAILABLE UPON REQUEST TO THE OWNER, ENGINEER OR ANY FEDERAL, STATE OR LOCAL AGENCY APPROVING SEDIMENT AND EROSION PLANS, OR STORM WATER MANAGEMENT PLANS.
  THE REPORTS SHALL BE MADE AND RETAINED AS PART OF THE STORM WATER POLLUTION PREVENTION PLAN FOR AT LEAST THREE YEARS FROM THE DATE THAT THE SITE IS FINALLY STABILIZED AND THE NOTICE OF TERMINATION IS SUBMITTED THE REPORTS SHALL IDENTIFY ANY INCIDENTS OF NON-COMPLIANCE.
* *THE SITE SUPERINTENDENT WILL SELECT UP TO THREE INDIVIDUALS WHO WILL BE RESPONSIBLE FOR INSPECTIONS, MAINTENANCE AND REPAIR ACTIVITIES, AND FILLING OUT THE INSPECTION AND MAINTENANCE REPORT.*
* *PERSONNEL SELECTED FOR INSPECTION AND MAINTENANCE RESPONSIBILITIES WILL RECEIVE TRAINING FROM THE SITE SUPERINTENDENT. THEY WILL BE TRAINED IN ALL THE INSPECTION AND MAINTENANCE PRACTICES NECESSARY FOR KEEPING THE EROSION AND SEDIMENT CONTROLS USED ONSITE IN GOOD WORKING ORDER.*

NON-STORM WATER DISCHARGES

IT IS EXPECTED THAT THE FOLLOWING NON-STORM WATER DISCHARGES WILL OCCUR FROM THE SITE DURING THE CONSTRUCTION PERIOD:

* *WATER FROM WATER LINE FLUSHING*
* *PAVEMENT WASH WATERS (WHERE NO SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE OCCURRED).*
* *UNCONTAMINATED GROUNDWATER (FROM DEWATERING EXCAVATION).*

ALL NON-STORM WATER DISCHARGES WILL BE DIRECTED TO THE SEDIMENT BASIN PRIOR TO DISCHARGE.

CONTRACTOR'S CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, AND SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN PREPARED THEREUNDER.

RESPONSIBLE FOR/DUTIES	*GENERAL CONTRACTOR*	*SUB-CONTRACTOR*	*SUB-CONTRACTOR*	*SUB-CONTRACTOR*	*SUB-CONTRACTOR*	*SUB-CONTRACTOR*
BUSINESS NAME AND ADDRESS OF CONTRACTOR & ALL SUBS						
DATE						
SIGNATURE						

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DAVE SCHMITT ENGINEERING, INC.
12301 Lake Underhill Road Suite 241
ORLANDO, FL 32828
407-207-9088 FAX 407-207-9089
Certification of Authorization #27471

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

GENERAL
PROJECT SHALL COMPLY WITH THE RESIDENTIAL DESIGN STANDARDS SET FORTH BY THE CITY OF OCOEE, FLORIDA.

LANDSCAPING
ALL LANDSCAPING SHALL MEET OR EXCEED THE REQUIREMENTS OF THE CITY OF OCOEE LAND DEVELOPMENT CODE AND WILL BE DONE WITH INDIVIDUAL LOTS.

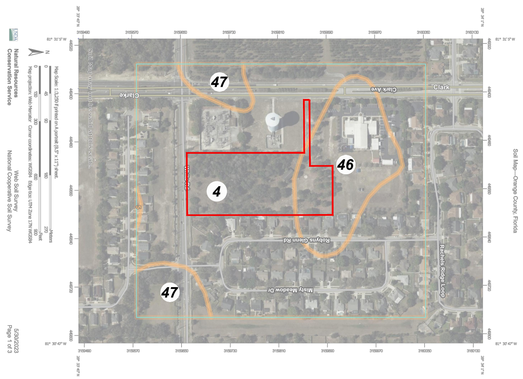
SIGNAGE
POLE SIGNS AND BILLBOARDS SHALL BE PROHIBITED. ALL OTHER SIGNAGE SHALL COMPLY WITH THE CITY OF OCOEE LAND DEVELOPMENT CODE.

EASEMENTS
ANY EASEMENT SHOWN AS PROPOSED WILL BE RECORDED PRIOR TO ISSUING THE CERTIFICATE OF OCCUPANCY.

VEGETATION
GENERALIZED VEGETATION BASED UPON THE FLORIDA LAND USE, COVER AND FORMS CLASSIFICATION SYSTEM (FLUCFCS) OR THE NATURAL COMMUNITY TYPES AS DEVELOPED BY THE FLORIDA NATURAL AREAS INVENTORY.

TRAFFIC ANALYSIS
PER 10TH EDITION ITE TRIP GENERATION MANUAL: 18 SINGLE FAMILY HOUSING - DETACHED (210) 170 ADT 18 PM PEAK HOUR TRIP (50% IN / 50% OUT)

SOILS
SOIL SYMBOL — SOIL DESCRIPTION
- 4 — CANDLER FINE SAND, 0 TO 5 PERCENT SLOPES
- 46 — TAVARES FINE SAND, 0 TO 5 PERCENT SLOPES



STORMWATER MANAGEMENT
STORMWATER FOR THE PROPERTY WILL BE HANDLED BY ON-SITE POND AS REQUIRED BY ORANGE COUNTY AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT. BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM FIRM MAP NO. 12069C0330E EFFECTIVE DECEMBER 18, 2012 THE DESCRIBED PROPERTY IS WITHIN ZONE "X" WITH NO BASE FLOOD ELEVATION ESTABLISHED.

FIRE
FIRE DEPARTMENT ACCESS AND WATER SUPPLY SHALL COMPLY WITH REQUIREMENTS OF NFPA 1 (2022 EDITION) AND FFPC (7TH EDITION)

SITE DATA

TOTAL PARCEL AREA	12.57 AC
PROPOSED REZONING AREA	5.95 AC
NON-IMPACTED AREA	6.62 AC
DEVELOPABLE AREA	5.95 AC
ALLOWABLE DENSITY	5.95 AC * 4 DU/AC = 23.8 DU
PROPOSED DENSITY	18 DU/5.95 AC = 3.02 DU/AC
IMPERVIOUS AREA	= 2.88 AC. (47.0%)
PERVIOUS AREA	= 3.07 AC. (53.0%)
TOTAL DEVELOPABLE AREA	= 5.95 AC. (100%)
EXISTING ZONING	R-1A
ADJACENT ZONING	R-1A, A-1
FUTURE LAND USE	LDR - LOW DENSITY RESIDENTIAL (4 DU/AC)
EXISTING USE	RELIGIOUS FACILITY
PROPOSED USE	SINGLE FAMILY RESIDENTIAL
TOTAL NUMBER OF LOTS	18
MINIMUM LOT WIDTH PROVIDED	70'
MINIMUM LOT DEPTH PROVIDED	140'
MINIMUM LOT AREA PROVIDED	9,800 SF
MAX. BUILDING HEIGHT	35'
OPEN SPACE AMENITY AREAS REQUIRED	1 (10-50 UNITS)
OPEN SPACE AMENITY AREA PROVIDED	0.70 AC OPEN SPACE

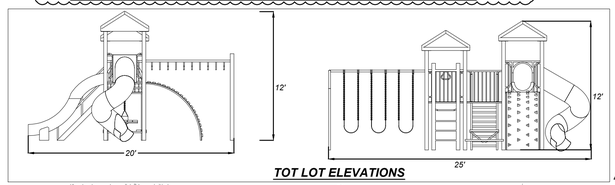
SETBACKS

FRONT	25'
REAR	25'
SIDE	7.5'
SIDE CORNER	25'

OWNERSHIP/MAINTENANCE

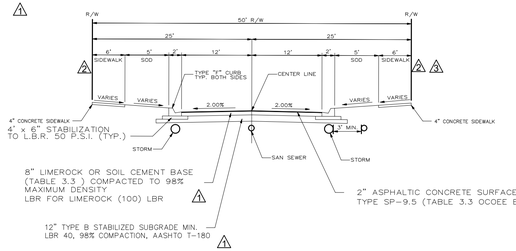
ROADWAYS (TRACT F-1 AND F-2)	PUBLIC (F-1): 50' ROW ROAD TO BE OWNED AND MAINTAINED BY CITY OF OCOEE. PRIVATE (F-2): 30' DRIVEWAY ROAD TO BE OWNED AND MAINTAINED BY HOA.
STORM WATER	PRIVATE: EXISTING OFF-SITE POND AND SUBDIVISION STORMWATER SYSTEM TO BE OWNED AND MAINTAINED BY THE HOA/OWNER. EMERGENCY MAINTENANCE EASEMENT GRANTED TO CITY OF OCOEE
DRAINAGE EASEMENTS	PUBLIC: TO BE OWNED AND MAINTAINED BY THE HOMEOWNER EASEMENT GRANTED TO CITY OF OCOEE-FL.
UTILITY EASEMENTS	PUBLIC: TO BE OWNED AND MAINTAINED BY THE HOMEOWNER WITH EASEMENT GRANTED TO CITY OF OCOEE-FL..
SANITARY SEWER.	PUBLIC: TO BE OWNED AND MAINTAINED BY CITY OF OCOEE
PRIVATE LIFT STATION (TRACT E)	PRIVATE: TO BE OWNED AND MAINTAINED BY HOA
POTABLE WATER	PUBLIC: TO BE OWNED AND MAINTAINED BY CITY OF OCOEE.
RECLAIMED WATER	PUBLIC: TO BE OWNED AND MAINTAINED BY CITY OF OCOEE.
RECREATION / AMENITY / OPEN SPACE / LANDSCAPE (TRACTS A,B,C, & D)	PRIVATE: TO BE OWNED AND MAINTAINED BY THE HOA.

TRACT	DESCRIPTION	OWNERSHIP / MAINTAINED	ACREAGE
A	OPEN SPACE	HOA	0.07
B	OPEN SPACE	HOA	0.06
C	OPEN SPACE	HOA	0.15
D	OPEN SPACE	HOA	0.42
E	LIFT STATION	HOA	0.07
F-1	ROADWAYS	PUBLIC	0.76
F-2	ROADWAYS	PRIVATE	0.28
	TRACT F-2 WILL HAVE A ACCESS, DRAINAGE AND UTILITY EASEMENT OVER THE ENTIRE 30 FEET STREET		

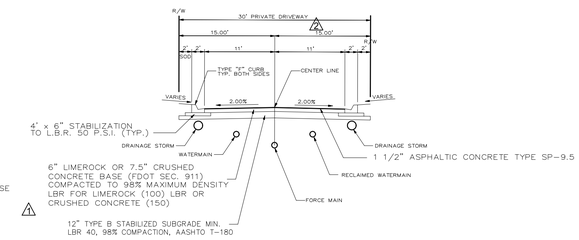


TOT LOT ELEVATIONS

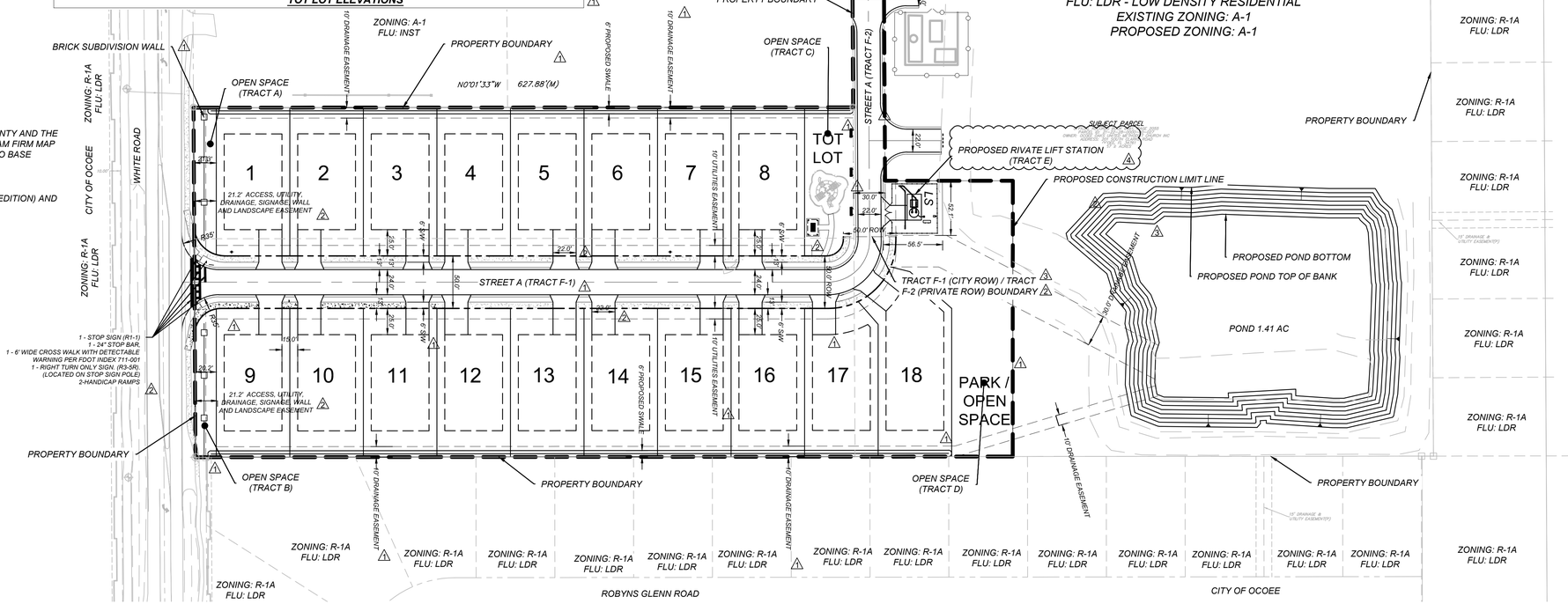
NOTE:
- THERMO PAINT WILL BE USED FOR ALL PAVEMENT MARKINGS IN THE ROW.
- ASPHALT SHALL BE PLACED IN 2 LIFTS. FIRST LIFT AS A 1" CONSTRUCTION LIFT AND THE SECOND LIFT AS A 1" FINISH LIFT.



TYPICAL 50' ROW SECTION



TYPICAL 30' DRIVE SECTION



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Certification of Authorization #27471

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
			12-13-2023	DM	REV PER CITY COMMENTS 4
			11-21-2023	DM	REV PER CITY/SJRWMD COMMENTS 3
			10-13-2023	DM	REV PER CITY/SJRWMD COMMENTS 2
			09-12-2023	DM	REV PER CITY/SJRWMD COMMENTS 1

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

OVERALL SITE PLAN
OCOEE OAKS JOINT VENTURE
CITY OF OCOEE, FLORIDA

DATE:	MAY 2023
PROJECT NO.:	OJV-1
DRAWN BY:	BC
CHECKED BY:	DMS
SCALE:	1"=60'
SHEET:	06 OF 19

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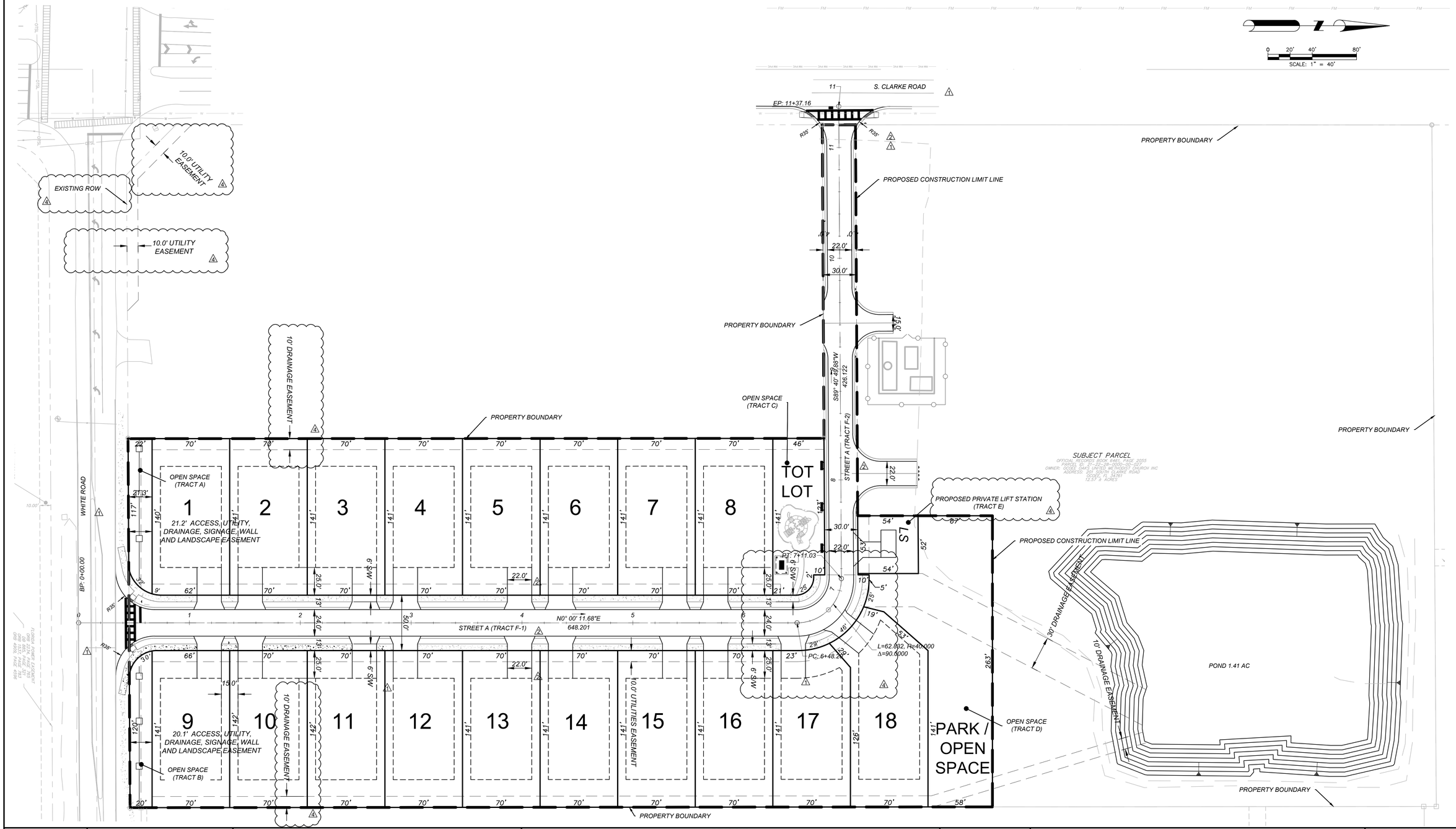

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REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
			12-13-2023	DM	REV PER CITY COMMENTS (3)
			10-13-2023	DM	REV PER CITY/SJRWMD COMMENTS (2)
			09-12-2023	DM	REV PER CITY/SJRWMD COMMENTS (1)

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

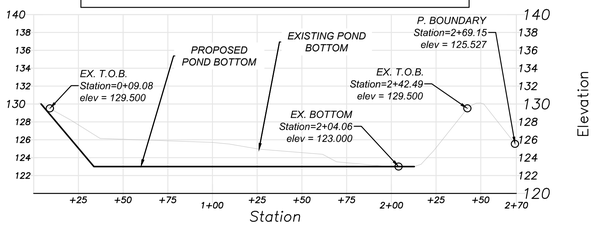
GEOMETRY PLAN

OCOEE OAKS JOINT VENTURE
CITY OF OCOEE, FLORIDA

DATE: MAY 2023
PROJECT NO.: OJV-1
DRAWN BY: BC
CHECKED BY: DMS
SCALE: 1"=40'
SHEET: 07 OF 19

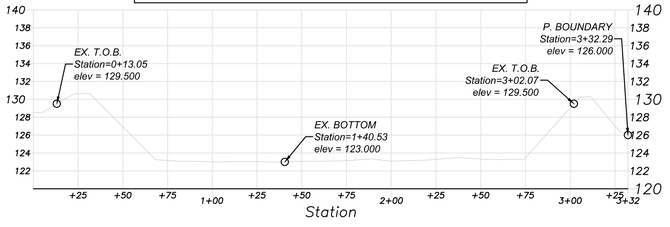
EXISTING POND CROSS-SECTION A-A

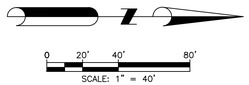
HORIZ: 1"=40'
VERT: 1"=8'



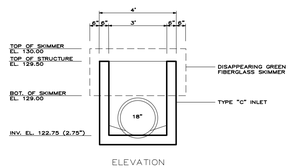
EXISTING POND CROSS-SECTION B-B

HORIZ: 1"=40'
VERT: 1"=8'



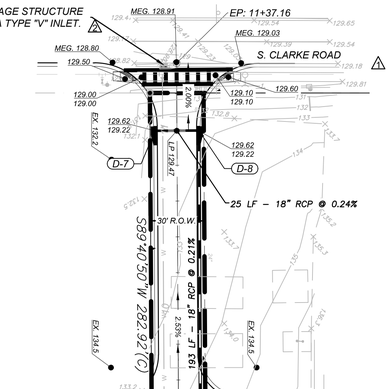


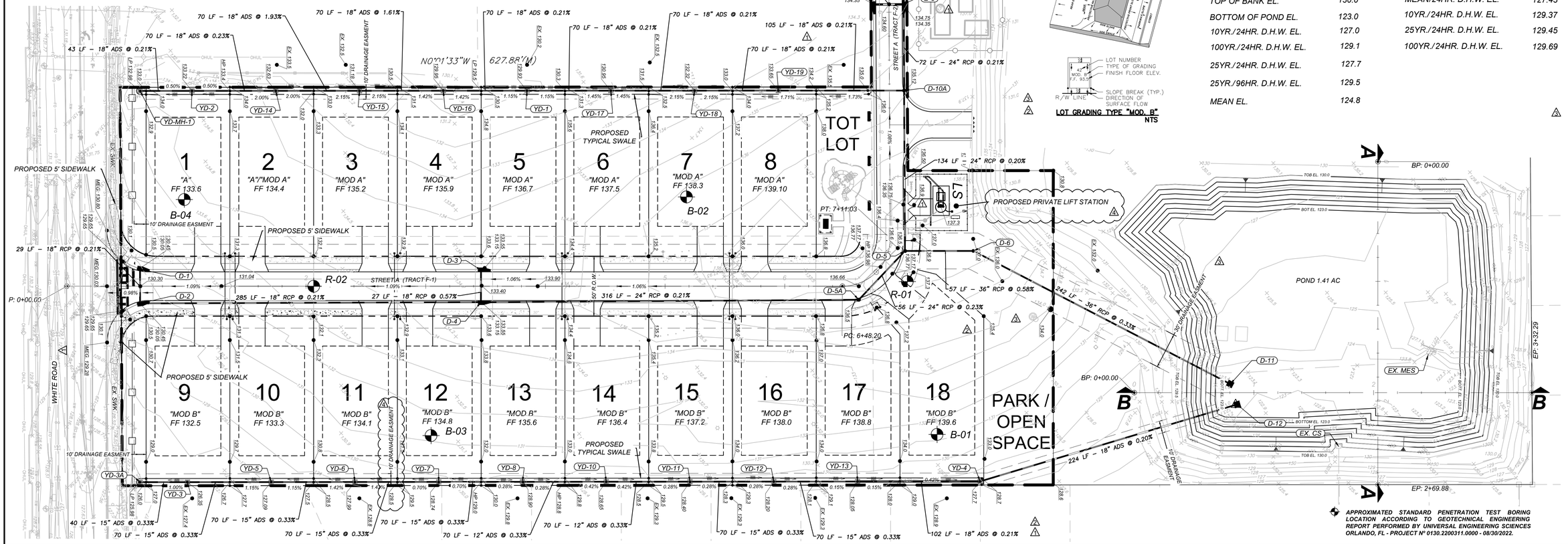
NOTES:
1 - EXISTING MITERED END SECTION TO BE FIELD VERIFIED.
2 - EXISTING POND CONTROL STRUCTURE TO BE FIELD VERIFIED AND NEW ORIFICE TO BE ADDED WITH:
DIA =2.75"
INVERT =127.0'

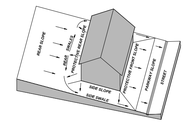


CS-1 POND CONTROL STRUCTURE
N.T.S

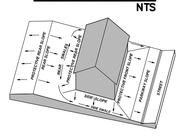
EXISTING "P5" DRAINAGE STRUCTURE TO BE MODIFIED TO A TYPE "V" INLET.







LOT GRADING TYPE "A"
NTS

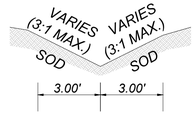


LOT GRADING TYPE "MOD. A"
NTS

LOT GRADING TYPE "MOD. B"
NTS

LEGEND

DESCRIPTION	PROPOSED
SANITARY SEWER SYSTEM	
STORM SEWER SYSTEM	
WATER SYSTEM	
FIRE HYDRANT	
CONTOUR	
DIRECTION OF SURFACE FLOW	



TYPICAL SWALE CROSS SECTION

DRY POND #1 DATA (PROPOSED POND)

TOP OF BANK EL.	130.0
BOTTOM OF POND EL.	123.0
10YR./24HR. D.H.W. EL.	127.0
100YR./24HR. D.H.W. EL.	129.1
25YR./24HR. D.H.W. EL.	127.7
25YR./96HR. D.H.W. EL.	129.5
MEAN EL.	124.8

STORM DATA (EXISTING POND)

MEAN/24HR. D.H.W. EL.	127.43
10YR./24HR. D.H.W. EL.	129.37
25YR./24HR. D.H.W. EL.	129.45
100YR./24HR. D.H.W. EL.	129.69

APPROXIMATED STANDARD PENETRATION TEST BORING LOCATION ACCORDING TO GEOTECHNICAL ENGINEERING REPORT PERFORMED BY UNIVERSAL ENGINEERING SCIENCES ORLANDO, FL - PROJECT N° 0130.2200311.0000 - 08/30/2022.

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			09-12-2023	DM	REV PER CITY/SJRWMD COMMENTS 1

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

GRADING & DRAINAGE PLAN

OCOEE OAKS JOINT VENTURE
CITY OF OCOEE, FLORIDA

DATE: MAY 2023	
PROJECT NO.: OJV-1	
DRAWN BY: BC	
CHECKED BY: DMS	
SCALE: 1"=40'	
SHEET: 08 OF 19	

DRAINAGE STRUCTURE DATA

D–1
TYPE P5R INLET
STA: 0+61.27 (–14.29'L)
TOP EL: 130.45
E INV EL: 125.74

D–2
TYPE P5L INLET
STA: 0+61.28 (14.41'R)
TOP EL: 130.45
W INV EL: 125.68
N INV EL: 125.58

D–3
TYPE P5R INLET
STA: 3+46.41 (–13.23'L)
TOP EL: 133.55
E INV EL: 128.54

D–4
TYPE P5L INLET
STA: 3+46.14 (13.27'R)
TOP EL: 133.55
W INV EL: 128.39
S INV EL: 124.99
N INV EL: 124.89

D–5
TYPE "P7" MANHOLE
STA: 7+03.10 (13.35'R)
TOP EL: 136.50
SE INV EL: 124.01
N INV EL: 123.23
W INV EL: 123.33

D–6
TYPE "P7" MANHOLE
STA: 7+07.20 (69.99'R)
TOP EL: 129.07
S INV EL: 122.90
NE INV EL: 122.80

D–7
TYPE P5L INLET
STA: 10+99.37 (–12.30'L)
TOP EL: 129.22
N INV EL: 124.51

D–8
TYPE P5R INLET
STA: 10+99.34 (12.25'R)
TOP EL: 129.22
E INV EL: 124.35
S INV EL: 124.45

D–9
TYPE P5R INLET
STA: 9+06.48 (12.25'R)
TOP EL: 134.35
W INV EL: 123.95
S INV EL: 127.73
E INV EL: 123.85

D–10
TYPE P5L INLET
STA: 9+06.50 (–12.25'L)
TOP EL: 134.35
N INV EL: 128.15

D–11
TYPE "F BOX" INLET
MODIFIED TO
BUBBLE UP BOX
N: 1538620.02
E: 490673.52
TOP EL: 123.00
SW INV EL: 122.00

D–12
TYPE "F BOX" INLET
MODIFIED TO
BUBBLE UP BOX
N: 1538625.78
E: 490690.57
TOP EL: 123.00
S INV EL: 117.90

D–5A
TYPE "V" INLET
N: 1538309.59
E: 490603.06
TOP EL: 136.50
S INV EL: 124.24
NW INV EL: 124.14

YD–MH–1
TYPE YARD DRAIN
N: 1537709.06
E: 490428.61
TOP EL: 132.98
N INV EL: 128.27

YD–3A
TYPE YARD DRAIN
N: 1537709.06
E: 490755.55
TOP EL: 125.98
N INV EL: 121.54

YD–1
TYPE YARD DRAIN
N: 1538032.41
E: 490428.47
TOP EL: 129.93
S INV EL: 124.99
N INV EL: 124.89

YD–2
TYPE YARD DRAIN
N: 1537752.41
E: 490428.60
TOP EL: 133.22
N INV EL: 128.08
S INV EL: 128.18

YD–3
TYPE YARD DRAIN
N: 1537748.58
E: 490755.51
TOP EL: 126.35
S INV EL: 121.41
N INV EL: 121.31

YD–4
TYPE YARD DRAIN
N: 1538411.06
E: 490754.92
TOP EL: 127.70
S INV EL: 118.45
N INV EL: 118.35

YD–5
TYPE YARD DRAIN
N: 1537818.58
E: 490755.45
TOP EL: 127.09
S INV EL: 121.08
N INV EL: 120.98

YD–6
TYPE YARD DRAIN
N: 1537888.58
E: 490755.39
TOP EL: 127.99
S INV EL: 120.75
N INV EL: 120.65

YD–7
TYPE YARD DRAIN
N: 1537958.58
E: 490755.32
TOP EL: 128.74
S INV EL: 120.42
N INV EL: 120.32

YD–8
TYPE YARD DRAIN
N: 1538028.58
E: 490755.26
TOP EL: 128.90
N INV EL: 119.99
S INV EL: 120.09

YD–10
TYPE YARD DRAIN
N: 1538098.58
E: 490755.20
TOP EL: 128.65
S INV EL: 119.76
N INV EL: 119.66

YD–11
TYPE YARD DRAIN
N: 1538168.58
E: 490755.14
TOP EL: 128.40
S INV EL: 119.43
N INV EL: 119.33

YD–12
TYPE YARD DRAIN
N: 1538238.58
E: 490755.08
TOP EL: 128.20
S INV EL: 119.10
N INV EL: 119.00

YD–13
TYPE YARD DRAIN
N: 1538308.58
E: 490755.01
TOP EL: 128.05
S INV EL: 118.77
N INV EL: 118.67

YD–14
TYPE YARD DRAIN
N: 1537822.41
E: 490428.56
TOP EL: 132.63
S INV EL: 127.92
N INV EL: 127.82

YD–15
TYPE YARD DRAIN
N: 1537892.41
E: 490428.53
TOP EL: 131.18
S INV EL: 126.47
N INV EL: 126.37

YD–16
TYPE YARD DRAIN
N: 1537962.41
E: 490428.50
TOP EL: 129.95
S INV EL: 125.24
N INV EL: 125.14

YD–17
TYPE YARD DRAIN
N: 1538102.41
E: 490428.43
TOP EL: 130.95
S INV EL: 124.74
N INV EL: 124.74

YD–18
TYPE YARD DRAIN
N: 1538172.41
E: 490428.40
TOP EL: 132.32
S INV EL: 124.59
N INV EL: 124.49

YD–19
TYPE YARD DRAIN
N: 1538242.41
E: 490428.37
TOP EL: 133.65
S INV EL: 124.34
N INV EL: 124.24

D–10A
TYPE "P7" MANHOLE
N: 1538347.50
E: 490428.33
TOP EL: 135.12
W INV EL: 123.70
E INV EL: 123.60
S INV EL: 124.02

⚠

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DAVE SCHMITT ENGINEERING, INC.
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ORLANDO, FL 32828
407-207-9088 FAX 407-207-9089
Certification of Authorization #27471

REVISIONS

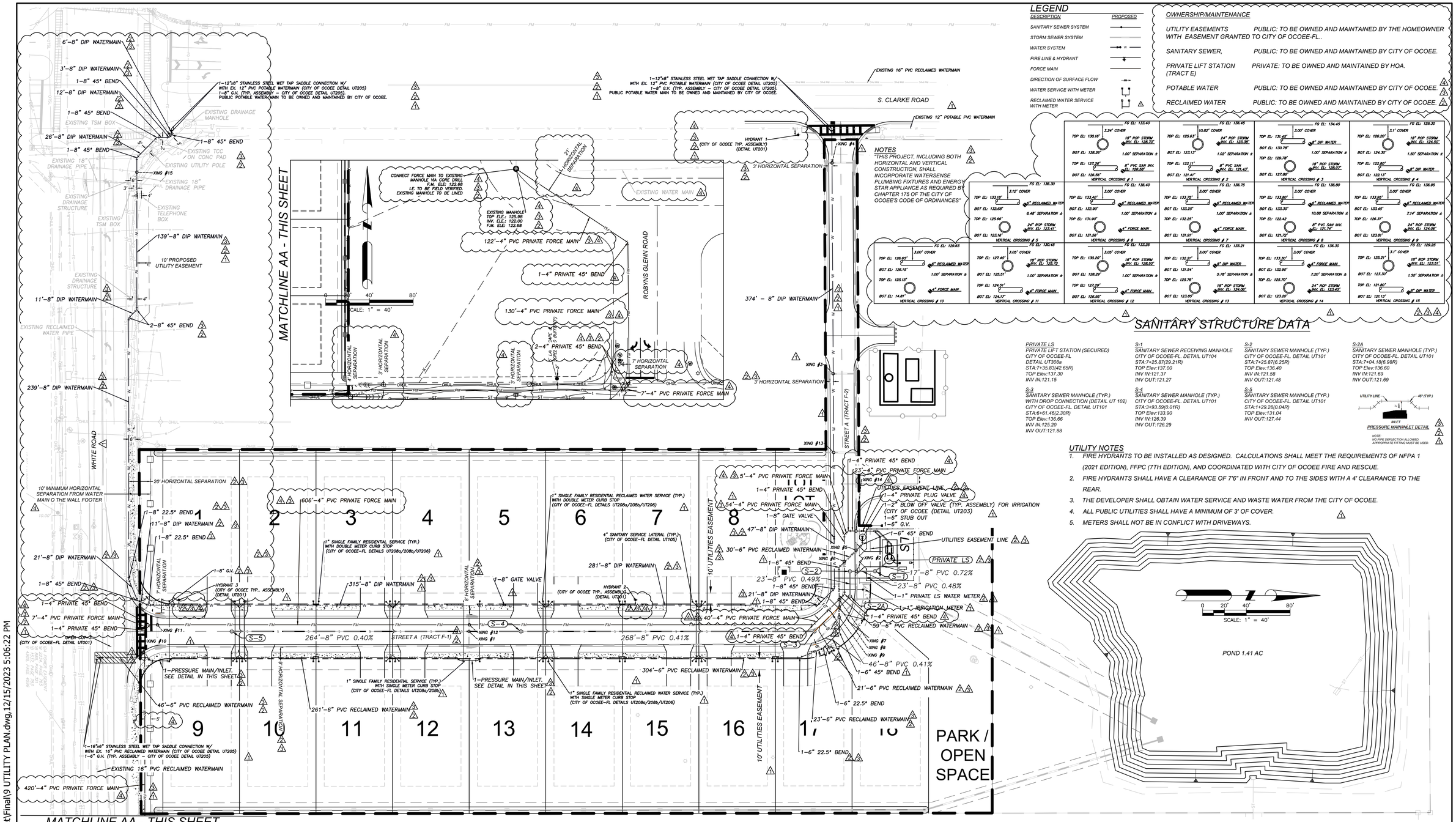
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
			07-31-2023	DM	REV PER CITY/SJRWMD COMMENTS ⚠

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

GRADING & DRAINAGE PLAN

OCOEE OAKS JOINT VENTURE
CITY OF OCOEE, FLORIDA

DATE: MAY 2023
PROJECT NO.: OJV-1
DRAWN BY: BC
CHECKED BY: DMS
SCALE: 1"=40'
SHEET: 08-A OF 19



LEGEND

DESCRIPTION	PROPOSED
SANITARY SEWER SYSTEM	
STORM SEWER SYSTEM	
WATER SYSTEM	W
FIRE LINE & HYDRANT	
FORCE MAIN	
DIRECTION OF SURFACE FLOW	
WATER SERVICE WITH METER	
RECLAIMED WATER SERVICE WITH METER	

OWNERSHIP/MAINTENANCE

UTILITY EASEMENTS	PUBLIC: TO BE OWNED AND MAINTAINED BY THE HOMEOWNER WITH EASEMENT GRANTED TO CITY OF OCOEE-FL..
SANITARY SEWER,	PUBLIC: TO BE OWNED AND MAINTAINED BY CITY OF OCOEE.
PRIVATE LIFT STATION (TRACT E)	PRIVATE: TO BE OWNED AND MAINTAINED BY HOA.
POTABLE WATER	PUBLIC: TO BE OWNED AND MAINTAINED BY CITY OF OCOEE.
RECLAIMED WATER	PUBLIC: TO BE OWNED AND MAINTAINED BY CITY OF OCOEE.

NOTES

"THIS PROJECT, INCLUDING BOTH HORIZONTAL AND VERTICAL CONSTRUCTION, SHALL INCORPORATE WATERSENSE PLUMBING FIXTURES AND ENERGY STAR APPLIANCE AS REQUIRED BY CHAPTER 175 OF THE CITY OF OCOEE'S CODE OF ORDINANCES"

FG EL: 133.40 | 3.24" COVER | TOP EL: 130.16' | 18" RCP STORM INV. EL: 126.76' | BOT EL: 128.26' | 1.00" SEPARATION ± | TOP EL: 127.26' | 8" PVC SAN INV. EL: 126.06' | BOT EL: 126.56' | VERTICAL CROSSING # 1

FG EL: 136.45 | 10.82" COVER | TOP EL: 125.63' | 24" RCP STORM INV. EL: 123.30' | BOT EL: 123.13' | 1.02" SEPARATION ± | TOP EL: 122.11' | 8" PVC SAN INV. EL: 121.43' | BOT EL: 121.41' | VERTICAL CROSSING # 2

FG EL: 134.45 | 3.00" COVER | TOP EL: 131.45' | 6" DIP WATER | BOT EL: 130.76' | 1.00" SEPARATION ± | TOP EL: 129.76' | 18" RCP STORM INV. EL: 126.07' | BOT EL: 127.86' | VERTICAL CROSSING # 3

FG EL: 129.30 | 3.1" COVER | TOP EL: 126.20' | 18" RCP STORM INV. EL: 124.50' | BOT EL: 124.30' | 1.50" SEPARATION ± | TOP EL: 122.80' | 6" DIP WATER | BOT EL: 122.13' | VERTICAL CROSSING # 4

FG EL: 136.30 | 3.12" COVER | TOP EL: 133.18' | 6" RECLAIMED WATER | BOT EL: 132.68' | 6.48" SEPARATION ± | TOP EL: 125.68' | 24" RCP STORM INV. EL: 123.41' | BOT EL: 123.16' | VERTICAL CROSSING # 5

FG EL: 136.40 | 3.00" COVER | TOP EL: 133.40' | 6" RECLAIMED WATER | BOT EL: 132.90' | 1.00" SEPARATION ± | TOP EL: 131.90' | 4" FORCE MAIN | BOT EL: 131.58' | VERTICAL CROSSING # 6

FG EL: 136.75 | 3.00" COVER | TOP EL: 133.75' | 6" RECLAIMED WATER | BOT EL: 133.25' | 1.00" SEPARATION ± | TOP EL: 132.25' | 4" FORCE MAIN | BOT EL: 131.91' | VERTICAL CROSSING # 7

FG EL: 136.80 | 3.00" COVER | TOP EL: 133.80' | 6" RECLAIMED WATER | BOT EL: 133.30' | 10.88 SEPARATION ± | TOP EL: 122.42' | 8" PVC SAN INV. EL: 121.74' | BOT EL: 121.72' | VERTICAL CROSSING # 8

FG EL: 136.95 | 3.00" COVER | TOP EL: 133.95' | 6" RECLAIMED WATER | BOT EL: 133.45' | 7.14" SEPARATION ± | TOP EL: 126.31' | 24" RCP STORM INV. EL: 124.06' | BOT EL: 123.81' | VERTICAL CROSSING # 9

FG EL: 129.65 | 3.05" COVER | TOP EL: 126.65' | 6" RECLAIMED WATER | BOT EL: 126.15' | 1.00" SEPARATION ± | TOP EL: 125.15' | 4" FORCE MAIN | BOT EL: 14.81' | VERTICAL CROSSING # 10

FG EL: 130.45 | 3.05" COVER | TOP EL: 127.40' | 18" RCP STORM INV. EL: 125.72 | BOT EL: 125.51' | 1.00" SEPARATION ± | TOP EL: 124.51' | 4" FORCE MAIN | BOT EL: 124.17' | VERTICAL CROSSING # 11

FG EL: 133.25 | 3.05" COVER | TOP EL: 130.20' | 18" RCP STORM INV. EL: 126.50' | BOT EL: 128.29' | 1.00" SEPARATION ± | TOP EL: 127.29' | 4" FORCE MAIN | BOT EL: 126.95' | VERTICAL CROSSING # 12

FG EL: 135.21 | 3.00" COVER | TOP EL: 132.21' | 6" DIP WATER | BOT EL: 131.54' | 5.78" SEPARATION ± | TOP EL: 125.76' | 18" RCP STORM INV. EL: 124.06' | BOT EL: 123.85' | VERTICAL CROSSING # 13

FG EL: 136.30 | 3.00" COVER | TOP EL: 133.30' | 4" FORCE MAIN | BOT EL: 132.90' | 7.20" SEPARATION ± | TOP EL: 125.70' | 24" RCP STORM INV. EL: 123.45' | BOT EL: 123.20' | VERTICAL CROSSING # 14

FG EL: 129.25 | 3.1" COVER | TOP EL: 125.21' | 18" RCP STORM INV. EL: 123.51' | BOT EL: 123.30' | 1.50" SEPARATION ± | TOP EL: 121.80' | 6" DIP WATER | BOT EL: 121.13' | VERTICAL CROSSING # 15

SANITARY STRUCTURE DATA

PRIVATE LS
PRIVATE LIFT STATION (SECURED)
CITY OF OCOEE-FL
DETAIL UT308a
STA:7+35.83(42.65R)
TOP Elev:137.30
INV IN:121.15

S-1
SANITARY SEWER RECEIVING MANHOLE
CITY OF OCOEE-FL DETAIL UT104
STA:7+25.87(29.21R)
TOP Elev:137.00
INV IN:121.37
INV OUT:121.27

S-2
SANITARY SEWER MANHOLE (TYP.)
CITY OF OCOEE-FL DETAIL UT101
STA:7+25.87(6.25R)
TOP Elev:136.40
INV IN:121.58
INV OUT:121.48

S-2A
SANITARY SEWER MANHOLE (TYP.)
CITY OF OCOEE-FL DETAIL UT101
STA:7+04.18(6.98R)
TOP Elev:136.60
INV IN:121.69
INV OUT:121.69

S-3
SANITARY SEWER MANHOLE (TYP.)
WITH DROP CONNECTION (DETAIL UT 102)
CITY OF OCOEE-FL DETAIL UT101
STA.6+61.46(2.30R)
TOP Elev:136.66
INV IN:125.20
INV OUT:121.88

S-4
SANITARY SEWER MANHOLE (TYP.)
CITY OF OCOEE-FL DETAIL UT101
STA:3+93.59(0.01R)
TOP Elev:133.90
INV IN:126.39
INV OUT:126.29

S-5
SANITARY SEWER MANHOLE (TYP.)
CITY OF OCOEE-FL DETAIL UT101
STA:1+29.28(0.04R)
TOP Elev:131.04
INV OUT:127.44

PRESSURE MAIN/INLET DETAIL

NOTE:
NO PIPE DEFLECTION ALLOWED.
APPROPRIATE FITTING MUST BE USED.

UTILITY NOTES

1. FIRE HYDRANTS TO BE INSTALLED AS DESIGNED. CALCULATIONS SHALL MEET THE REQUIREMENTS OF NFPA 1 (2021 EDITION), FFPC (7TH EDITION), AND COORDINATED WITH CITY OF OCOEE FIRE AND RESCUE.
2. FIRE HYDRANTS SHALL HAVE A CLEARANCE OF 7'6" IN FRONT AND TO THE SIDES WITH A 4' CLEARANCE TO THE REAR.
3. THE DEVELOPER SHALL OBTAIN WATER SERVICE AND WASTE WATER FROM THE CITY OF OCOEE.
4. ALL PUBLIC UTILITIES SHALL HAVE A MINIMUM OF 3' OF COVER.
5. METERS SHALL NOT BE IN CONFLICT WITH DRIVEWAYS.

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DAVE SCHMITT ENGINEERING, INC.
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Certification of Authorization #27471

REVISIONS

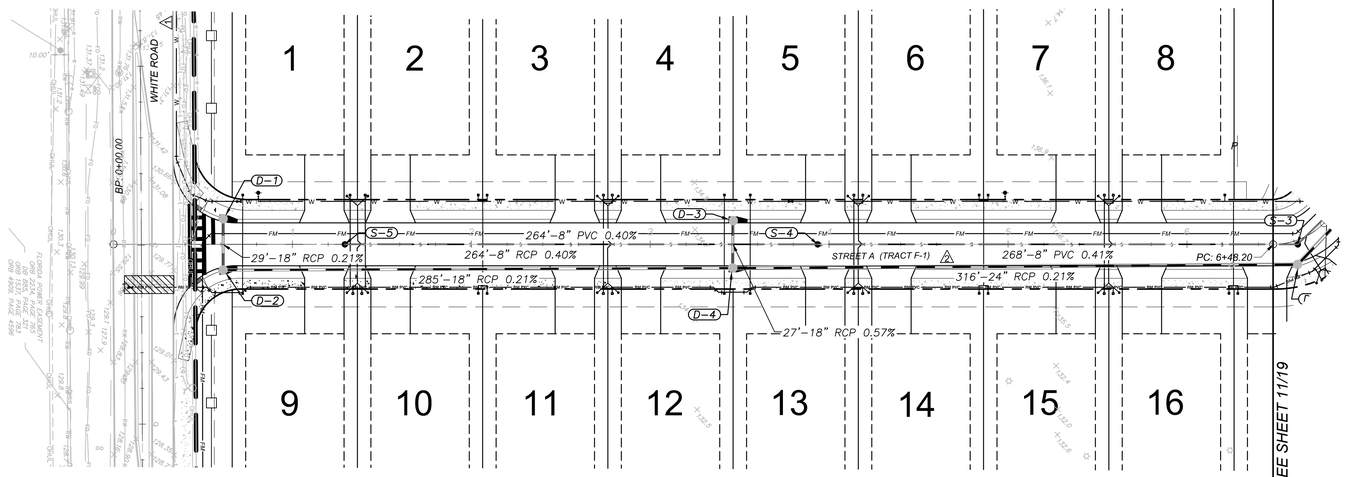
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
			12-13-2023	DM	REV PER CITY COMMENTS 4
			11-21-2023	DM	REV PER CITY/SJRWMD COMMENTS 3
			10-13-2023	DM	REV PER CITY/SJRWMD COMMENTS 2
			09-12-2023	DM	REV PER CITY/SJRWMD COMMENTS 1

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

UTILITY PLAN

OCOEE OAKS JOINT VENTURE
CITY OF OCOEE, FLORIDA

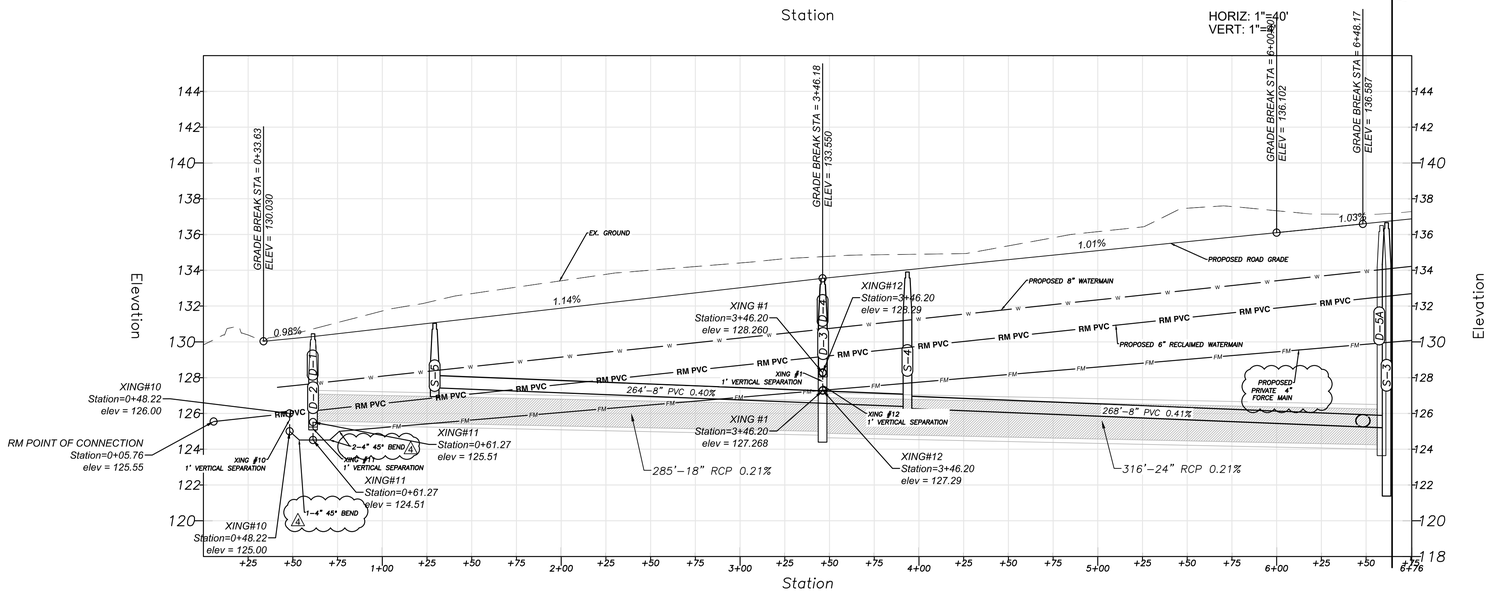
DATE:	MAY 2023
PROJECT NO.:	OJV-1
DRAWN BY:	BC
CHECKED BY:	DMS
SCALE:	1"=40'
SHEET:	09 OF 19

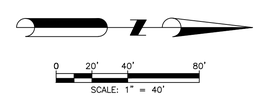


MATCHLINE STA = 6 + 14.54 / SEE SHEET 11/19

NOTE:
- ALL PUBLIC UTILITIES SHALL HAVE A MINIMUM OF 3' OF COVER.

STREET A PROFILE





LEGEND

DESCRIPTION	PROPOSED
SANITARY SEWER SYSTEM	
STORM SEWER SYSTEM	
WATER SYSTEM	W
FIRE LINE & HYDRANT	
FORCE MAIN	FM
DIRECTION OF SURFACE FLOW	

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ORLANDO, FL 32828
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Certification of Authorization #27471

REVISIONS

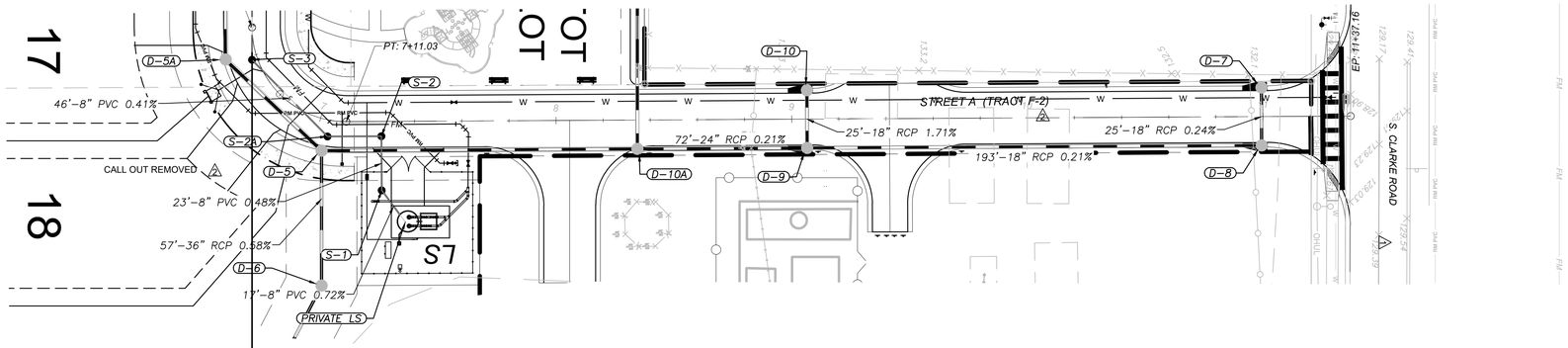
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
			12-13-2023	DM	REV PER CITY COMMENTS 4
			11-21-2023	DM	REV PER CITY/SJRWMD COMMENTS 3
			10-13-2023	DM	REV PER CITY/SJRWMD COMMENTS 2
			09-12-2023	DM	REV PER CITY/SJRWMD COMMENTS 1

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

PLAN & PROFILE (STREET A) - 1

OCOEE OAKS JOINT VENTURE
CITY OF OCOEE, FLORIDA

DATE: MAY 2023
PROJECT NO.: OJV-1
DRAWN BY: BC
CHECKED BY: DMS
SCALE: 1"=40'
SHEET: 10 OF 19

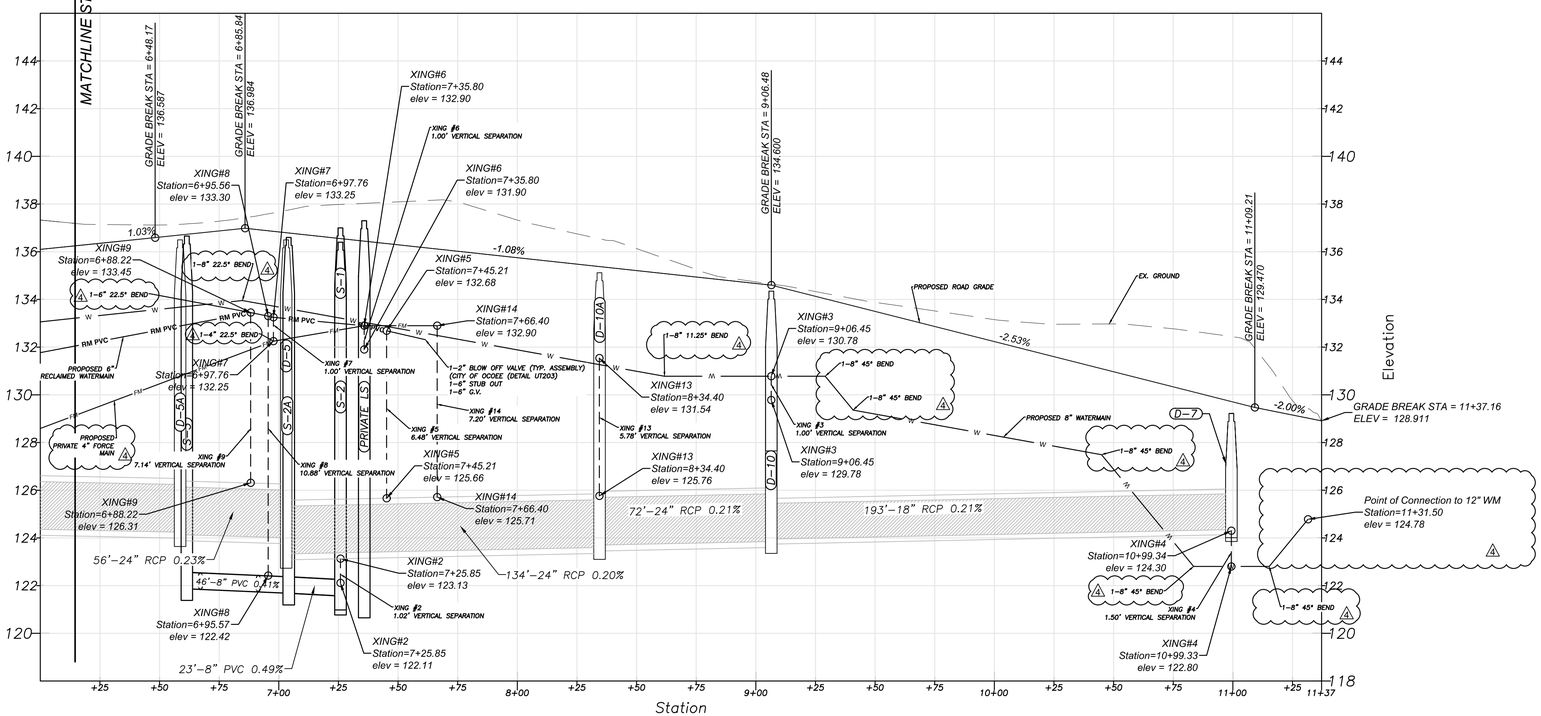


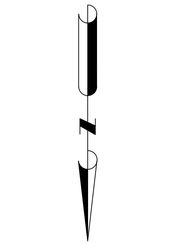
NOTE:
- ALL PUBLIC UTILITIES SHALL HAVE A MINIMUM OF 3' OF COVER.

STREET A PROFILE

Station

HORIZ: 1"=30'
VERT: 1"=3'





LEGEND

DESCRIPTION	PROPOSED
SANITARY SEWER SYSTEM	
STORM SEWER SYSTEM	
WATER SYSTEM	W
FIRE LINE & HYDRANT	
FORCE MAIN	FM
DIRECTION OF SURFACE FLOW	

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407-207-9088 FAX 407-207-9089
Certification of Authorization #27471

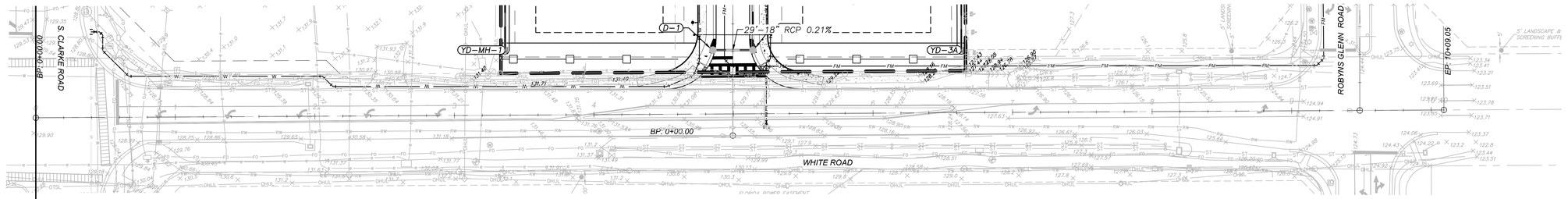
REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
			12-13-2023	DM	REV PER CITY COMMENTS 4
			11-21-2023	DM	REV PER CITY/SJRWMD COMMENTS 3
			10-13-2023	DM	REV PER CITY/SJRWMD COMMENTS 2
			09-12-2023	DM	REV PER CITY/SJRWMD COMMENTS 1

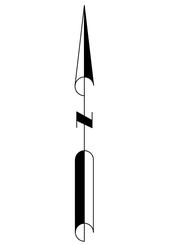
DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

PLAN & PROFILE (STREET A) - 2

OCOEE OAKS JOINT VENTURE
CITY OF OCOEE, FLORIDA

DATE: MAY 2023
PROJECT NO.: OJV-1
DRAWN BY: BC
CHECKED BY: DMS
SCALE: 1"=30'
SHEET: 11 OF 19





0 20' 40' 80'

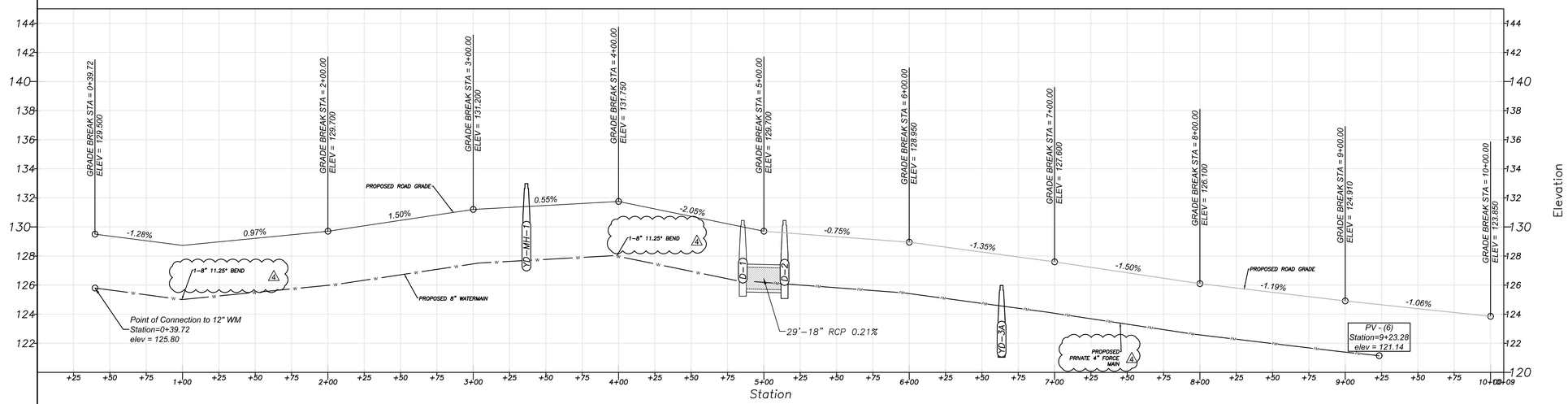
SCALE: 1" = 40'

NOTE:
- ALL PUBLIC UTILITIES SHALL HAVE A MINIMUM OF 3' OF COVER.

LEGEND

DESCRIPTION	PROPOSED
SANITARY SEWER SYSTEM	
STORM SEWER SYSTEM	
WATER SYSTEM	W
FIRE LINE & HYDRANT	
FORCE MAIN	FM
DIRECTION OF SURFACE FLOW	

WHITE ROAD PROFILE



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Certification of Authorization #27471

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
			12-13-2023	DM	REV PER CITY COMMENTS (1)
			11-21-2023	DM	REV PER CITY/SJRWMD COMMENTS (3)
			10-13-2023	DM	REV PER CITY/SJRWMD COMMENTS (2)
			09-12-2023	DM	REV PER CITY/SJRWMD COMMENTS (1)

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

PLAN & PROFILE (WHITE ROAD)-3

OCOEE OAKS JOINT VENTURE
CITY OF OCOEE, FLORIDA

DATE: MAY 2023
PROJECT NO.: OJV-1
DRAWN BY: BC
CHECKED BY: DMS
SCALE: 1"=40'
SHEET: 11A OF 19

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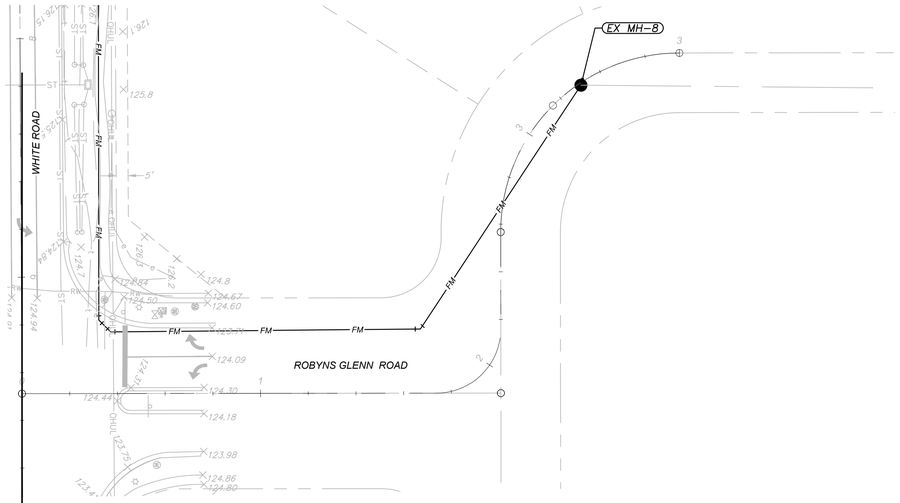
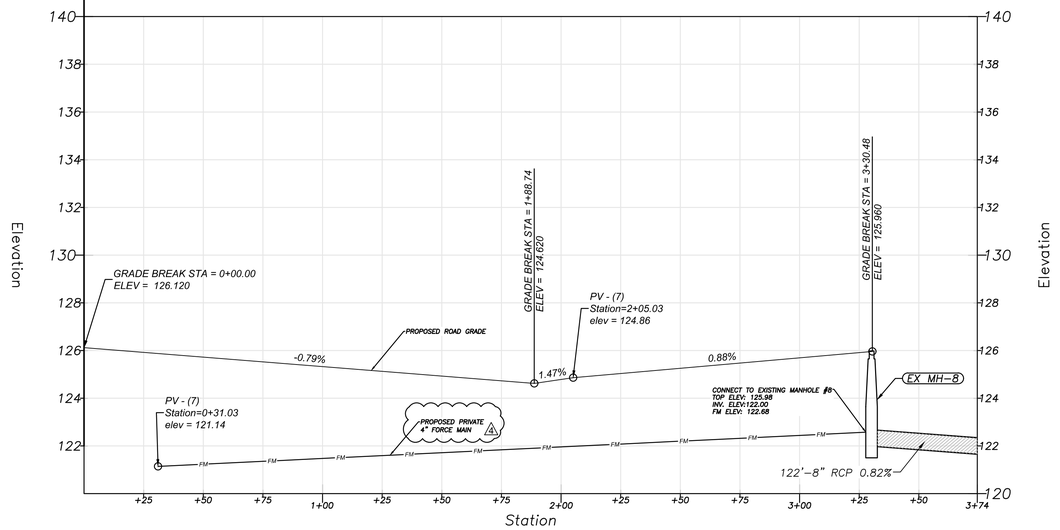
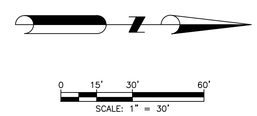


ROBYNS GLENN RD PROFILE



NOTE:
- ALL PUBLIC UTILITIES SHALL HAVE A MINIMUM OF 3' OF COVER.



LEGEND

DESCRIPTION	PROPOSED
SANITARY SEWER SYSTEM	
STORM SEWER SYSTEM	
WATER SYSTEM	W
FIRE LINE & HYDRANT	
FORCE MAIN	FM
DIRECTION OF SURFACE FLOW	

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REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
			12-13-2023	DM	REV PER CITY COMMENTS (4)
			11-21-2023	DM	REV PER CITY/SJRWMD COMMENTS (3)
			10-13-2023	DM	REV PER CITY/SJRWMD COMMENTS (2)
			09-12-2023	DM	REV PER CITY/SJRWMD COMMENTS (1)

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

PLAN & PROFILE (ROBYNS GLENN RD) - 4

OCOEE OAKS JOINT VENTURE
CITY OF OCOEE, FLORIDA

DATE:	MAY 2023
PROJECT NO.:	OJV-1
DRAWN BY:	BC
CHECKED BY:	DMS
SCALE:	1"=40'
SHEET:	11 BOF 19

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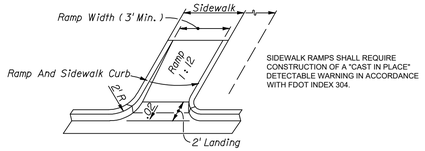
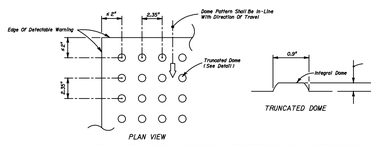


SIDEWALK RAMPS SHALL REQUIRE CONSTRUCTION OF A "CAST IN PLACE" DETECTABLE WARNING IN ACCORDANCE WITH FDOT INDEX 304.

FDOT SIDEWALK CURB RAMP ALONG MASSEE DRIVE

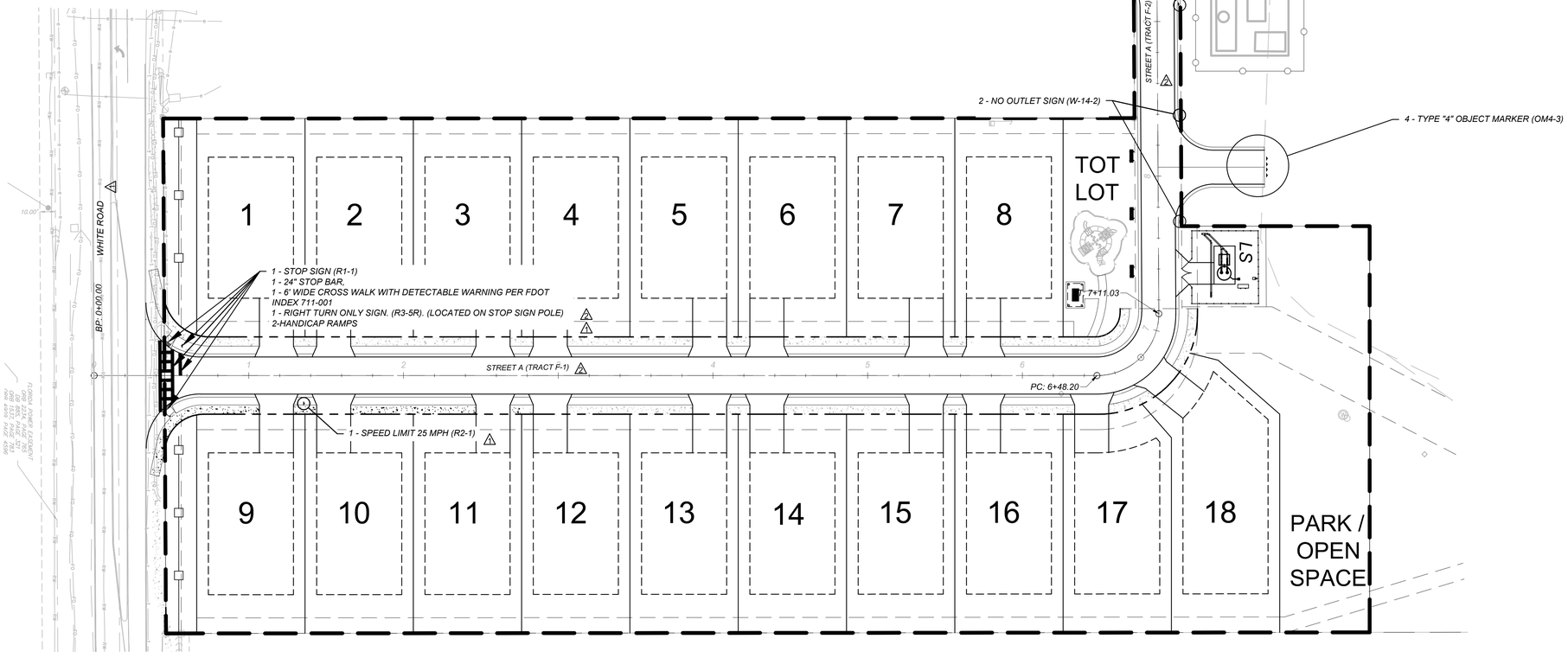


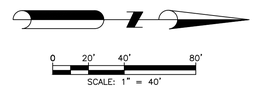
ALL SIDEWALK CURB RAMPS SHALL HAVE "CAST IN PLACE" DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 24 INCHES (610 mm) FROM THE BACK OF CURB IN ACCORDANCE WITH F.D.O.T. INDEX 304.

CURB RAMP DETECTABLE WARNING

NOTE:

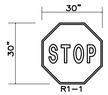
- *THERMO PAINT WILL BE USED FOR ALL PAVEMENT MARKINGS IN THE ROW.*



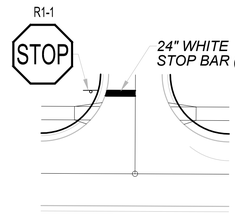




R3-5R



TYPICAL STOP SIGN



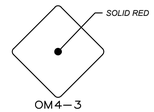
TYPICAL INTERSECTION SIGNING & STRIPING



TYPICAL 25 MPH SPEED LIMIT SIGN



NO OUTLET SIGN



TYPE "4" OBJECT MARKER

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DAVE SCHMITT ENGINEERING, INC.
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Certification of Authorization #27471

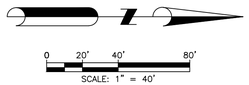
REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
			10-13-2023	DM	REV PER CITY/SJRWMD COMMENTS 2
			09-12-2023	DM	REV PER CITY/SJRWMD COMMENTS 1

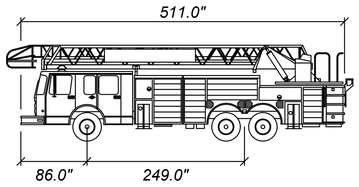
DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

SIGNAGE & STRIPING PLAN

OCOEE OAKS JOINT VENTURE
CITY OF OCOEE, FLORIDA

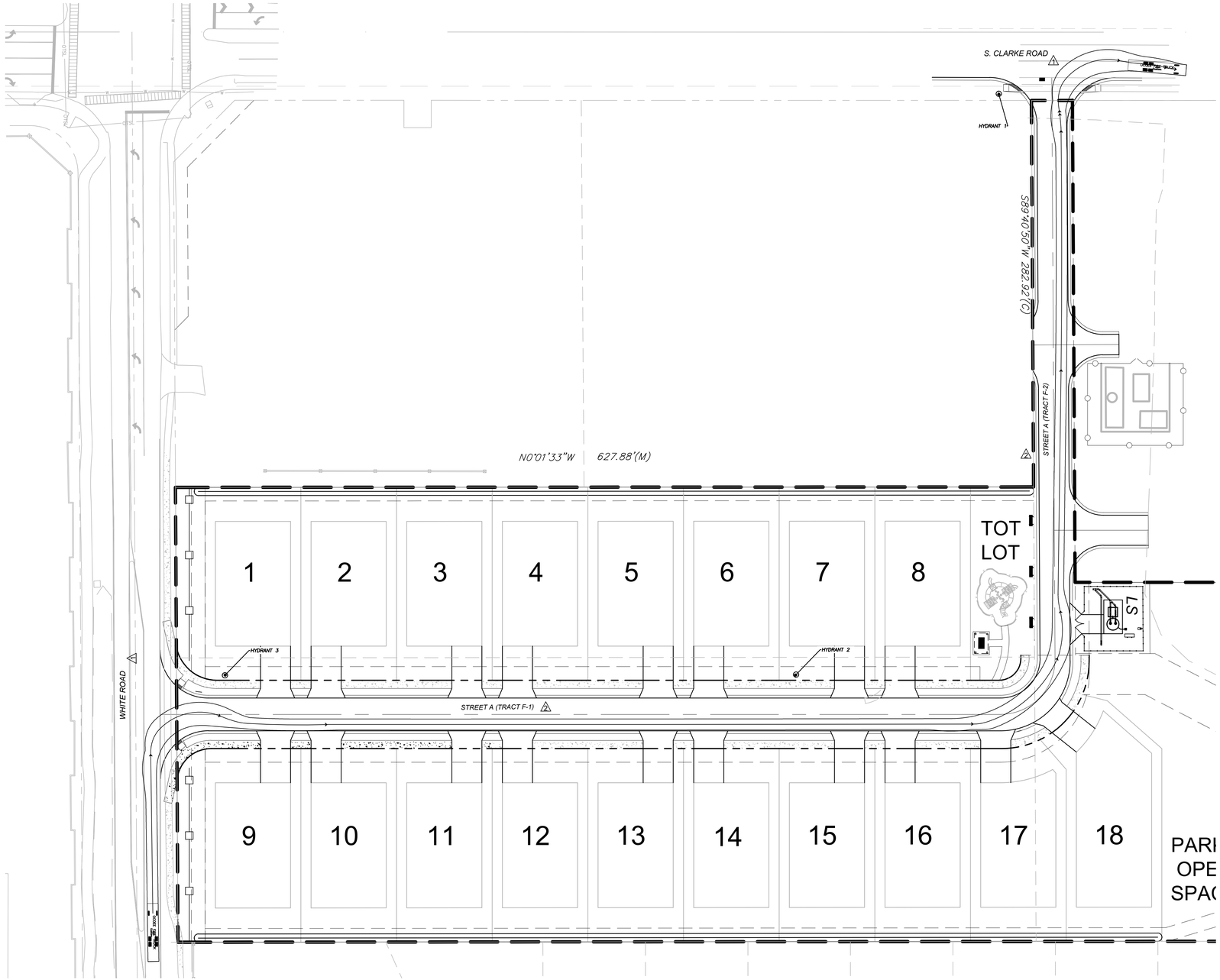
DATE: MAY 2023
PROJECT NO.: OJV-1
DRAWN BY: BC
CHECKED BY: DMS
SCALE: 1"=40'
SHEET: 12 OF 19





FIRE TRUCK

	inches
Width:	96.0
Track:	80.7
Lock to Lock Time:	6.0
Steering Angle:	41.7



DAVE SCHMITT ENGINEERING, INC.
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Certification of Authorization #27471

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
			10-13-2023	DM	REV PER CITY/SJRWMD COMMENTS 2
			09-12-2023	DM	REV PER CITY/SJRWMD COMMENTS 1

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

FIRE TRUCK ROUTE PLAN

OCOEE OAKS JOINT VENTURE
CITY OF OCOEE, FLORIDA

DATE: MAY 2023
PROJECT NO.: OJV-1
DRAWN BY: BC
CHECKED BY: DMS
SCALE: 1"=40'
SHEET: 13 OF 19

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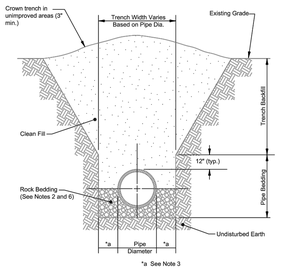
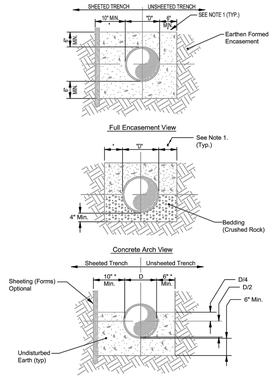


*a See Note 3

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
UT001	Pipe Bedding and Trench
DATE: September 2019	SCALE: N/A



NOTES:

1. (*): 15" maximum for pipe diameters less than 24", and 24" for pipe diameters greater than or equal to 24".
2. "D" refers to the inside diameter of the pipe.
3. Use of concrete arch half encasement or full encasement to be determined in the field, and/or as directed by the City.
4. Concrete for encasement shall be fc' of 3,000 PSI at 28 days.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT002	Concrete Arch and Encasement
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

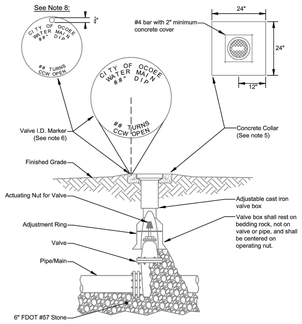
NOTES:

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.

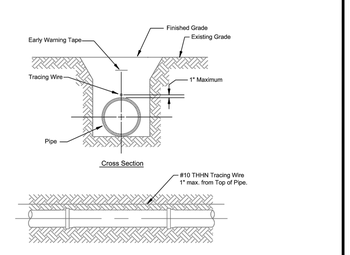
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT004	PVC/HDPE Pipe Restraint Table
DATE: April 2019	SCALE: N/A



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.

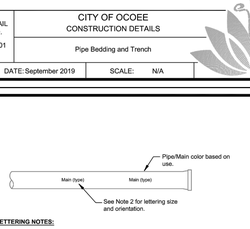
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT009	Valve Box and Cover
DATE: June 2021	SCALE: N/A



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
UT010	Pipe Locating Wire
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 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.

Pipe Marking (Lettering)
N.T.S.



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.



Diameter = 20" and larger
Three (3) 6" Tapes along top and both sides of top half of pipe.

Warning Tape
N.T.S.

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
UT011	Pipe Identification & Warning Tape
DATE: April 2019	SCALE: N/A

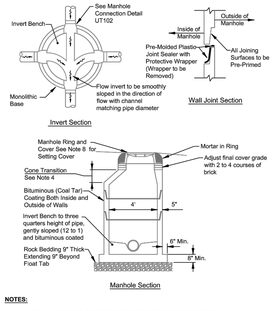
Pipes/Mains Separation Requirement Table (See Note 11 for Structural)									
	Potable		Reclaimed		Sanitary Sewer		Storm Sewer		Structural
	Horiz.	Vert.	Horiz.	Vert.	Horiz.	Vert.	Horiz.	Vert.	Horiz.
Potable			3'	12"	10'	18"	3'	18"	10'
Reclaimed	3'	12"			3'	12"	3'	12"	10'
Sanitary Sewer	10'	18"	3'	12"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

1. 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.
2. 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.)
3. 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.
   a. 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.
4. 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.
5. Alternative water, such as storm water used for irrigation, shall be considered reclaimed water for separation requirements.
6. Pipe separation distance provided above shall mean the horizontal and/or vertical distance measured for the outside dimension of each pipe/main.
7. All Sanitary and Storm Structures shall follow separation requirements above.
8. Potable water pipes shall be laid above all pipes conveying raw sewage whenever they cross.
9. 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.
10. 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.
11. 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.

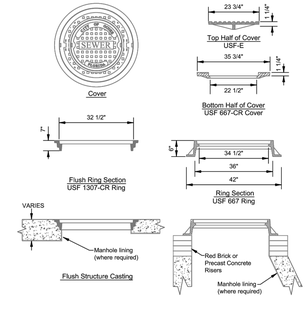
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT013	Pipe Separation Requirement Table
DATE: November 2022	SCALE: N/A



NOTES:

1. This detail is for pre-cast standard and receiving sanitary sewer manholes.
2. Sewer main sizes connecting to the manhole shall range from 6" to 24" in diameter and not less than 2" from floor of bottom casting. All other sizes shall require separate design and approval.
3. All manholes where any invert into the manhole exceeds 18" shall require a drop connection (See detail UT102).
4. Manhole cone/ring and cover shall be eccentric configured. Cone transition shall range from 18" to 36". Concentric configuration shall require written approval by the City.
5. Receiving, forcemain connected and drop manhole shall be continuously lined with an approved liner on the City of Ocoee's Approved Materials List at a minimum of 90 mil thickness.
6. Bottom casting shall be monolithic with first riser.
7. Riser between top cone and bottom casting shall be no shorter in height than 60".
8. Manhole cover to be set 1/4" above and matching slope pavement and should be set at plan grade unpaved areas.
9. All seams from structure joints, pipe connections and ring shall be WrapidSealed.

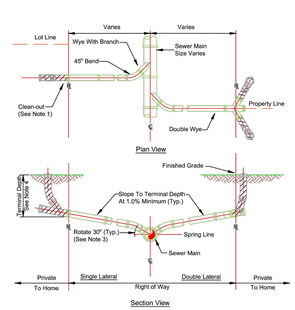
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT101	Sanitary Sewer Manhole
DATE: July 2019	SCALE: N/A



NOTES:

1. Use Ring and Double Cover as depicted on this sheet for large (6' or greater) and receiving manhole applications. Refer to UT103 for Standard Manhole Ring and Cover Detail for typical manholes.
2. For structures with top elevation at surface, use "Flush Structure Casting", USF 1307-CR Ring.
3. Brick shall be solid red (clay) brick meeting AASHTO M114 -Grade MW.
4. Manhole lid shall be Lettered with "City of Ocoee" (top), Sewer (center) and Florida (bottom).
5. Manhole lids shall have two (2) non-pentrating pick holes.
6. Where manhole lining (coating) is required, coating shall extend to ring sealing and coating ring's mortar bed.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT104	Large & Receiving Manhole Ring and Double Cover
DATE: July 2019	SCALE: N/A



NOTES:

1. Clean-out (shown hatched) shall be installed by the builder in accordance with standard plumbing code.
2. Locate clean-outs as close to the property line as possible.
3. Invert of service lateral shall not enter sewer main below spring line.
4. The minimum terminal depth as required for house service is 3'.
5. Service Laterals shall be a minimum of 6" for non-residential scenarios. In residential areas, service laterals shall be a minimum of 4" to the right-of-way and then 6" to the sewer main.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT105	Service Lateral
DATE: April 2019	SCALE: N/A

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Certification of Authorization #27471

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
			10-13-2023	DM	REV PER CITY/SJRWMD COMMENTS (2)

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

UTILITY DETAILS-1

OCOEE OAKS JOINT VENTURE
CITY OF OCOEE, FLORIDA

DATE: MAY 2023
PROJECT NO.: OJV-1
DRAWN BY: BC
CHECKED BY:DMS
SCALE: NONE
SHEET: 14 OF 19

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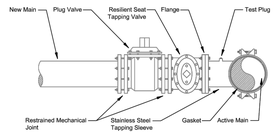
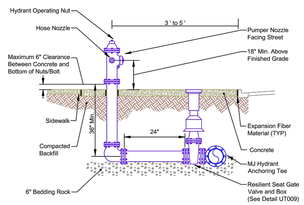


NOTES:

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

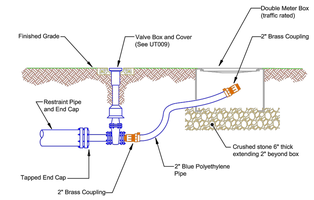
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT107	Stainless Steel Tapping Saddle and Gate Valve Assembly Wastewater
DATE: March 2020	SCALE: N/A



Note:

1. Hydrants shall be painted with double coat enamel paint per the following:
   - Public Potable Water - Safety Yellow Pantone 13-0630TN
   - Reclaimed Water - Purple Pantone 522 C
   - Private Fire - Cherry Red HDC-MD-16
2. Concrete shear pad shall abut between sidewalk and curb. Where sidewalk is not present, concrete shear pad shall be approx. 7.5' x 3.5' min.
3. Concrete shall be 6" thick with fibermesh and shall be fc' of 3,000 psi minimum at 28 days.
4. Any deviation from this detail shall be made known to the City for approval.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT201	Fire Hydrant Assembly
DATE: June 2021	SCALE: n/a

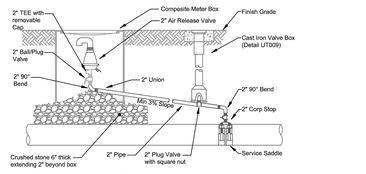


Cross Section

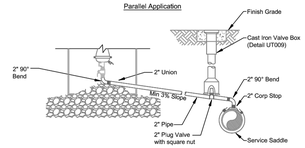
NOTES:

1. All pipes and fittings shall be schedule 40 brass or equivalent with threaded (NPT) joints except where denoted otherwise.
2. All pipe and fittings shall be in accordance with City Standards for the applicable service provided.
3. Pipe restraints shall be in accordance with City Standard Details UT004 for PVC/HDPE Pipe or UT005 for Ductile Iron Pipe.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT203	Blow Off Assembly
DATE: April 2019	SCALE: N/A



Parallel Application



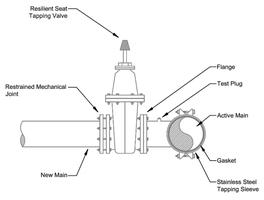
Offset Application

NOTES:

1. For circumstances when City Detail UT204a cannot be used, this detail shall be used upon approval by the City.
2. Gas Release Valve shall mean Air, Combination AirVacuum, and Surge Protection Release Valve.
3. Above detail applies to a 2" ARV. For larger ARV's, pipe diameter shall be equal to the size of the ARV.
4. All piping, valves, and appurtenances to be brass or 316 S.S. except where specified otherwise.
5. Offset distance to be field determined and as close to the right of way as possible and clear of pedestrian walkways. If pipe at right of way line, no offset required.
6. Tracing wire shall run up to Valve Box as depicted in Ocoee Detail UT012.
7. Shop drawings for the ARV shall be submitted to the City for approval.

Main Diameter	ARV
12" and smaller	2"
16"	3"
20", 24"	4"
30", 36"	6"

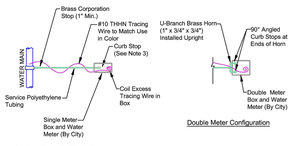
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT204b	Gas Release Valve in Meter Box Water and Reclaim
DATE: May 2020	SCALE: N/A



NOTES:

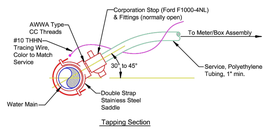
1. All Sleeves and Valves shall be water tested before tap.
2. No Wet Tap on Asbestos Cement water mains.
3. For Valve Box and Cover, see Ocoee UT009 Valve Box and Cover Detail.

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



Service View with Single Meter

Double Meter Configuration

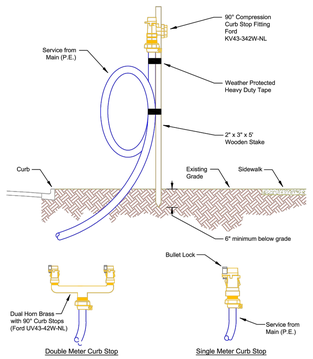


Tapping Section

NOTES:

1. All fittings shall be brass with compression-pack joint type connections.
2. No service line shall extend or terminate under a driveway.
3. Meter end of service shall terminate with curb stop (90°) for single service and dual horn and curb stops (90°)for dual services.
4. 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.
5. Concrete curb shall be marked (stamped or saw-cut) with "W" locating service.
6. Service connection to the main shall use approved saddle, and tapping of main shall be by a method where a solid coupon is removed.
7. Services installed under finished or existing pavement shall be directionally drilled.
8. Upon approval, direct tap (no saddle) may be used on Ductile Iron Pipe.
9. Service color shall be blue for potable water and purple (magenta) for reclaimed water.

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



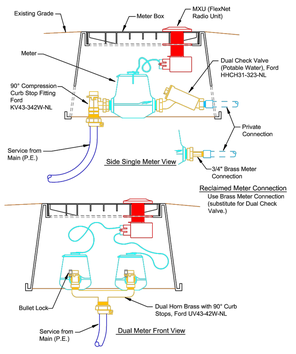
Double Meter Curb Stop

Single Meter Curb Stop

NOTES:

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

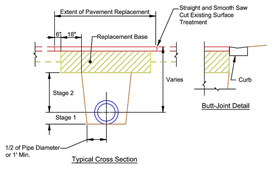
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT208a	Single Family Residential Service
DATE: June 2021	SCALE: N/A



NOTES:

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

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



Typical Cross Section

Butt-Joint Detail

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

D.I.P. Restraint Table						
Minimum Length (FT) to be Restrained on Each Side of Fitting(s)						
Fittings	Pipe Size					
	4"	6"	8"	10"	12"	16"
90° Bend	15	21	27	32	37	47
45° Bend	7	5	11	13	16	20
22 1/2° Bend	5	5	6	7	8	10
11 1/4° Bend	5	5	5	5	5	6
Plug or Branch of Tee	30	47	64	81	98	133

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 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 encased in polyethylene, use values given in parentheses or increase the given value by 150%.
8. 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
UT005	Ductile Iron Pipe Restraint Table
DATE: April 2019	SCALE: N/A

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407-207-9088 FAX 407-207-9089
Certification of Authorization #27471

REVISIONS

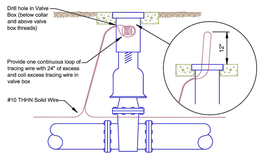
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
			09-12-2023	DM	REV PER CITY/SJRWMD COMMENTS ⚠1

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

UTILITY DETAILS-2

OCOEE OAKS JOINT VENTURE
CITY OF OCOEE, FLORIDA

DATE: MAY 2023
PROJECT NO.: OJV-1
DRAWN BY: BC
CHECKED BY:DMS
SCALE: NONE
SHEET: 15 OF 19



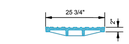
NOTES:

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).

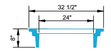
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT012	Tracing Wire Location
DATE: April 2019	SCALE: N/A



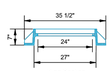
Cover



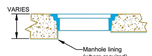
Cover Section
USF 45-1 Cover



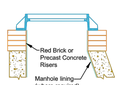
Flush Ring Section
USF 1295 Ring



Ring Section
USF 227 Ring



Flush Casting Mount

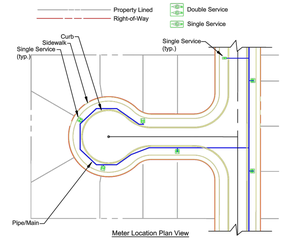


Standard Casting Mount

NOTES:

1. Use Ring & Covers Detail as depicted on this sheet for standard manhole applications. Refer to UT104 Large & Receiving Ring and Double Cover Detail for large (6' or greater) and receiving manholes.
2. For structures with top elevation at surface, use "Flush Structure Casting", USF 1295 Ring.
3. Brick shall be solid red (clay) brick meeting AASHTO M114 -Grade MW.
4. Red Brick or Precast Concrete Risers should not exceed four levels.
5. Manhole lid shall be Lettered with "City of Ocoee" (top), Sewer (center) and Florida (bottom).
6. Manhole lids shall have two (2) non-pentrating pick holes.
7. Where manhole lining (coating) is required, coating shall extend to ring sealing and coating ring's mortar bed.

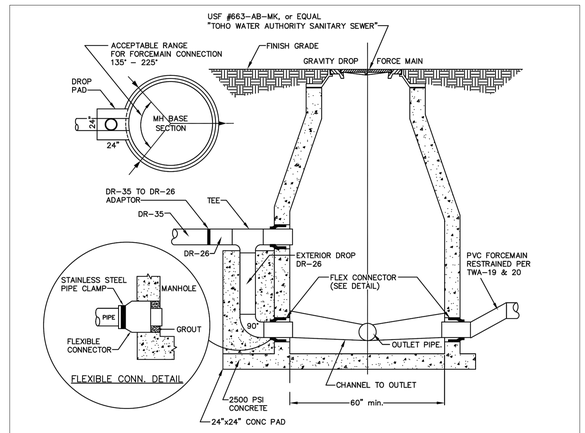
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT103	Standard Manhole Ring and Cover
DATE: April 2019	SCALE: N/A



NOTES:

1. Pipes/mains in this detail are for representation purposes only. Refer to plan or utility sheets for pipes/main material, size, and configuration.
2. 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.
3. Unless directed by City, reclaimed and potable meter boxes shall be separated by placing the boxes at opposite property lines.
4. 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
UT207	Meter & Service Locations
DATE: April 2019	SCALE: N/A



NOTES:

1. REFER TO STANDARD PRECAST MANHOLE DETAIL FOR GENERAL REQUIREMENTS.
2. MANHOLE SHALL BE 60" DIAMETER MINIMUM.
3. ALL DROP PIPE SHALL BE DR-26.
4. MANHOLES THAT RECEIVE FORCEMAINS, LIFT STATION JUNCTION MANHOLES, DROP CONNECTION MANHOLES AND ANY MANHOLE WITHIN 400' UPSTREAM AND DOWNSTREAM OF THESE MANHOLES SHALL REQUIRE A TWA APPROVED LINING SYSTEM.
5. ALL NEW MANHOLES REQUIRING A LINER SHALL BE LINED W/CAST IN PLACE LINERS ❂ PRE-CASTER. EXISTING MANHOLES SHALL USE TWA APPROVED SPRAY OR TROWEL ON LINER.
6. FORCE MAIN CONNECTIONS SHALL BE ALLOWED ❂ EFFLUENT INVERT ELEVATION PLUS 0.1' FROM 135 TO 225 DEGREES FROM EFFLUENT OUTLET.

⚠4

OUTSIDE DROP OR FORCE MAIN CONNECTION TO MANHOLE

⚠1

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DAVE SCHMITT ENGINEERING, INC.
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Certification of Authorization #27471

REVISIONS

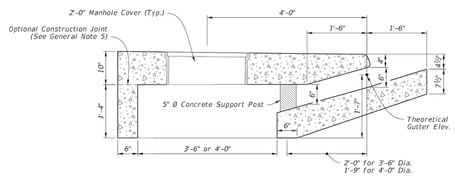
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
			12-13-2023	DM	REV PER CITY COMMENTS ⚠4
			11-21-2023	DM	REV PER CITY/SJRWMD COMMENTS ⚠3
			09-12-2023	DM	REV PER CITY/SJRWMD COMMENTS ⚠1

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

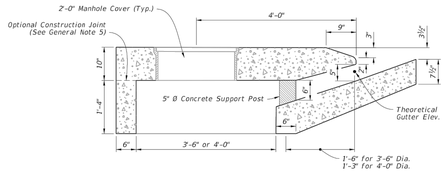
UTILITY DETAILS-3

OCOEE OAKS JOINT VENTURE
CITY OF OCOEE, FLORIDA

DATE: MAY 2023
PROJECT NO.: OJV-1
DRAWN BY: BC
CHECKED BY: DMS
SCALE: NONE
SHEET: 15-A OF 19

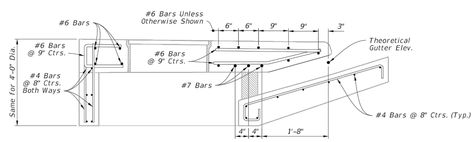


INLET SECTION WITH TYPE F CURB AND GUTTER

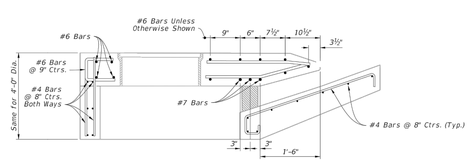


INLET SECTION WITH TYPE E CURB AND GUTTER

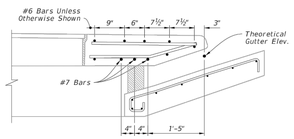
TRANSVERSE DIMENSIONAL DETAILS



3'-6" DIA. STRUCTURE BOTTOM

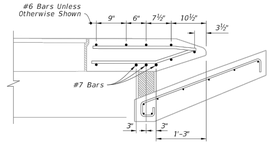


3'-6" DIA. STRUCTURE BOTTOM



4'-0" DIA. STRUCTURE BOTTOM

INLET SECTION WITH TYPE F CURB AND GUTTER



4'-0" DIA. STRUCTURE BOTTOM

INLET SECTION WITH TYPE E CURB AND GUTTER

TRANSVERSE REINFORCING DETAILS

TRANSVERSE DIMENSIONAL AND REINFORCING DETAILS

10/20/2022 8:48:53 AM

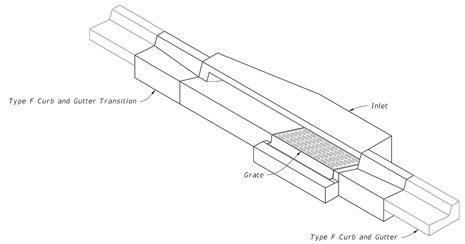
LAST REVISION	DESCRIPTION:	FDOT		INDEX	SHEET
11/01/20		FY 2023-24 STANDARD PLANS	CURB INLET TOP TYPES 1, 2, 3, AND 4	425-020	3 of 3

GENERAL NOTES:

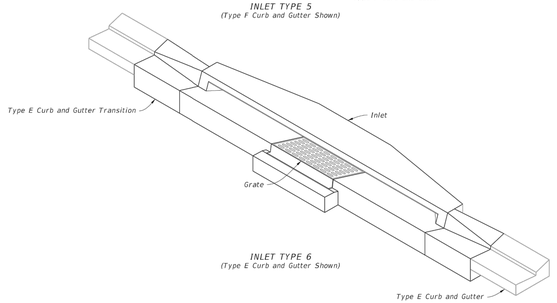
1. Work this Index with Index 425-001 and Index 425-010.
2. Conform the finished grade and slope of the inlet tops with the finished cross slope and grade of the proposed sidewalk and/or border.
3. For inlets constructed on a curve, refer to the plans to determine the radius. Bend steel when necessary.
4. Use Grade 60 reinforcing bars with 1½" minimum cover unless otherwise shown, see Sheet 6 for equivalent area Welded Wire Reinforcement details.
5. Inlet tops may be either cast-in-place or precast concrete. Conform precast units to the dimensions shown or in accordance with approved shop drawings.
6. Corner fillets are required at inlet opening for precast units or C-I-P units used in conjunction with circular inlet bottoms or skewed rectangular inlet boxes. Finish top of fillets flush with drain throat bottom and match slope.
7. For Type E curb and gutter, transition the shape of the curb over the gutter transition length to match the face of the inlet (Type Ft).
8. Meet the requirements of ASTM A36/A36M with steel used for frames and grates.
9. Use either cast iron grates or steel grates.

TABLE OF CONTENTS:

Sheet	Description
1	General Notes and Contents
2	Type 5 and 6 Dimensional Details
3	Type 5 and 6 Reinforcing and Bar Bending Details
4	Precast Dimensional and Reinforcing Details
5	Cast-In-Place Dimensional and Reinforcing Details
6	Alternate Welded Wire Reinforcing (WWR) Details
7	Grate, Anchor, and Grouting Details



INLET TYPE 5
(Type F Curb and Gutter Shown)

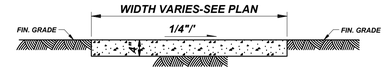


INLET TYPE 6
(Type E Curb and Gutter Shown)

CURB INLETS TOPS

10/20/2022 8:48:54 AM

LAST REVISION	DESCRIPTION:	FDOT		INDEX	SHEET
11/01/20		FY 2023-24 STANDARD PLANS	CURB INLET TOP TYPES 5 AND 6	425-021	1 of 7

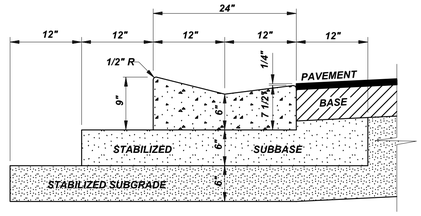


5' STANDARD CONCRETE SIDEWALK

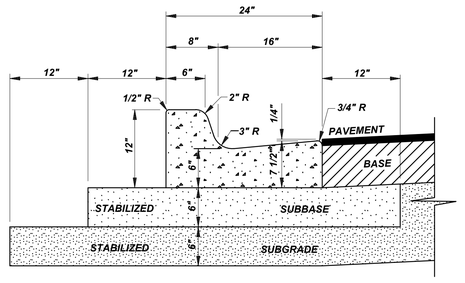
NOTE: MINIMUM CLASS A (3000 PSI) CONCRETE TO BE USED.

F.D.O.T. STANDARD PLANS - FY 2022-23

CONTRACTOR SHALL COMPLY WITH F.D.O.T. STANDARD PLANS FOR ROAD CONSTRUCTION, FY 2022-23 F.D.O.T DESIGN MANUAL 2022, CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS ON THE STATE HIGHWAY SYSTEM" F.D.O.T. INDEX 425-010 - STRUCTURE BOTTOMS TYPE J AND P F.D.O.T. INDEX 425-001 - SUPPLEMENTARY DETAILS FOR MANHOLES AND INLETS F.D.O.T. INDEX 425-020 - CURB INLET TOPS TYPES 1, 2, 3 & 4 F.D.O.T. INDEX 425-052 - DITCH BOTTOM INLET TYPES C, D, E & H F.D.O.T. INDEX 430-021 - CROSS DRAIN MITERED END SECTION SINGLE AND MULTIPLE ROUND CONCRETE PIPE F.D.O.T. INDEX 520-001 - CURB & CURB & GUTTER F.D.O.T. INDEX 522-001 / 522-002 / 522-003 - CONCRETE SIDEWALK / DETECTABLE WARNINGS & SIDEWALK CURB RAMPS / CONCRETE FLARED DRIVEWAYS F.D.O.T. INDEX 711-001 - SPECIAL MARKING AREAS.



MIAMI CURB DETAIL



TYPE "F" CURB & GUTTER DETAIL

DAVE SCHMITT ENGINEERING, INC.
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Certification of Authorization #27471

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

PAVING, GRADING & DRAINAGE DETAILS

OCOEE OAKS JOINT VENTURE
CITY OF OCOEE, FLORIDA

DATE:	MAY 2023
PROJECT NO.:	OJV-1
DRAWN BY:	BC
CHECKED BY:	DMS
SCALE:	NONE
SHEET:	16 OF 19

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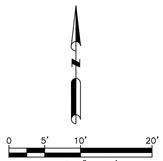

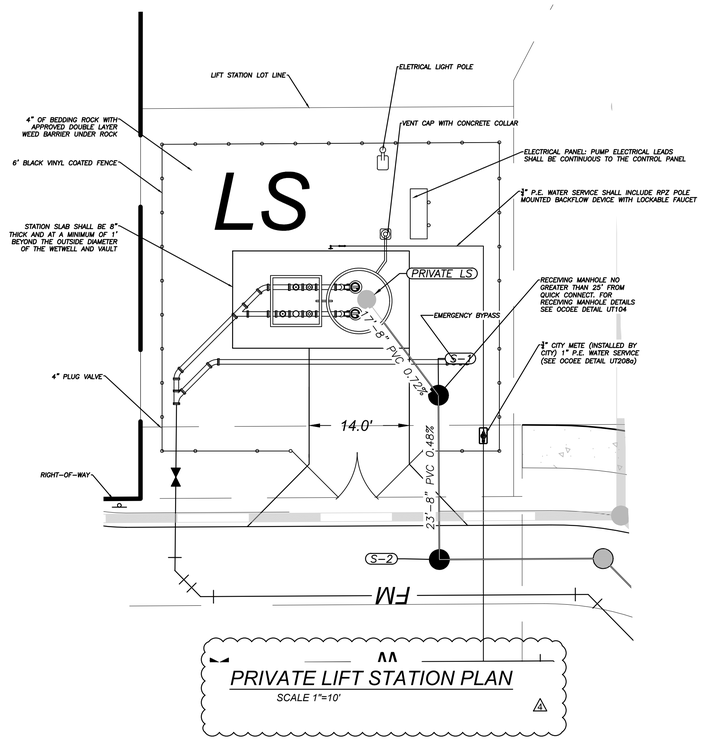

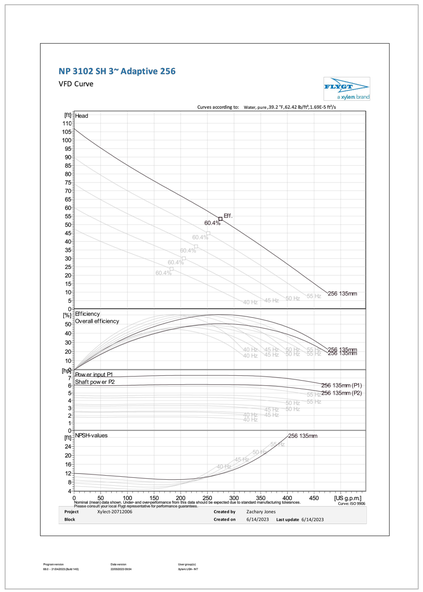

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REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
			12-13-2023	DM	REV PER CITY COMMENTS 1
			09-12-2023	DM	REV PER CITY/SJRWMD COMMENTS 1

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

LIFT STATION PLAN

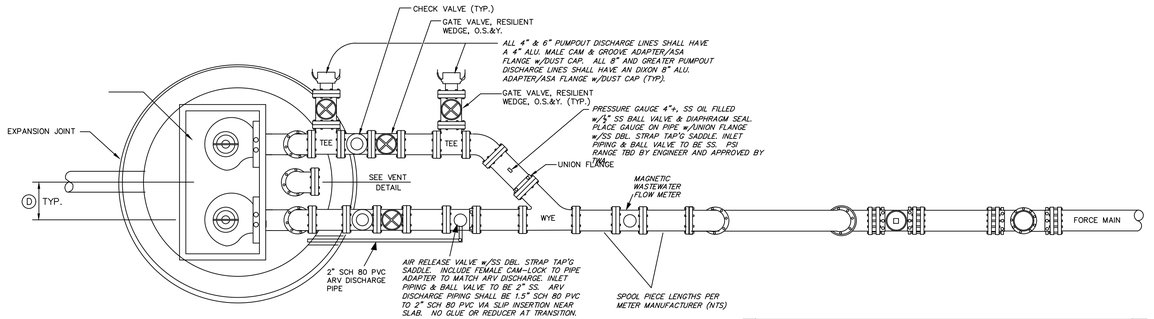
OCOEE OAKS JOINT VENTURE

CITY OF OCOEE, FLORIDA

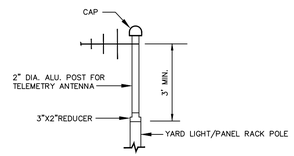
DATE: MAY 2023
PROJECT NO.: OJV-1
DRAWN BY: BC
CHECKED BY: DMS
SCALE: 1"=10'
SHEET: 17 OF 19

ALARM LIGHT ON TOP OF PANEL

NOTES:
1. ALL ITEMS NOT SPECIFIED ON THESE DETAIL SHEETS SHALL MEET TOHO STANDARDS AND SPECIFICATIONS.
2. ALL LIFT STATION WET WELLS SHALL BE PRECAST POLYMER CONCRETE.
3. NO LIFTING HOLES ARE PERMITTED THRU WALLS OR TOP SLAB
4. ALL ABOVE GROUND FORCE MAIN PIPING SHALL BE FLANGED DUCTILE IRON
5. ALL TAPS SHALL BE STAINLESS STEEL TAPPING SADDLES
6. ALL CONDUIT SHALL BE RIGID ALUMINUM EXCEPT FOR THE CONDUIT FROM THE TRANSFORMER TO THE 2ND DISCONNECT AFTER THE METER
7. FINISHED GRADE INSIDE THE FENCED AREA SHALL BE A MINIMUM OF 12" ABOVE THE 100 YEAR FLOOD AND 6" ABOVE THE GROUND ELEVATION AT ANY FENCE POST
4. ALL PENETRATIONS, INTERIOR OPENINGS, CHIPS, LIFT HOLES, ETC. SHALL BE SEALED WITH POLYMER GROUT AS SPECIFIED BY THE MANHOLE PRECASTER
5. SEE PANEL DRAWING(S) FOR TELEMETRY SYSTEM DETAILS
6. TELEMETRY SHALL BE PAID FOR BY THE DEVELOPER AND FURNISHED, INSTALLED, AND PROGRAMMED BY TOHO
7. ALL ENCLOSURE PENETRATIONS SHALL BE MADE ON THE BOTTOM OF THE ENCLOSURE. TOP AND SIDE PENETRATIONS ARE NOT PERMITTED EXCEPT ON TVSS. USE MYERS HUBS EXCEPT BETWEEN METER AND DISCONNECT AND TVSS.
8. ALL BOXES AND ENCLOSURES SHALL BE NEMA 4X 316 SS
9. RACK TO UTILIZE SS STRUT CHANNEL, SS HARDWARE, AND VINYL ENDCAPS

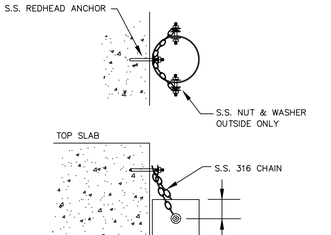


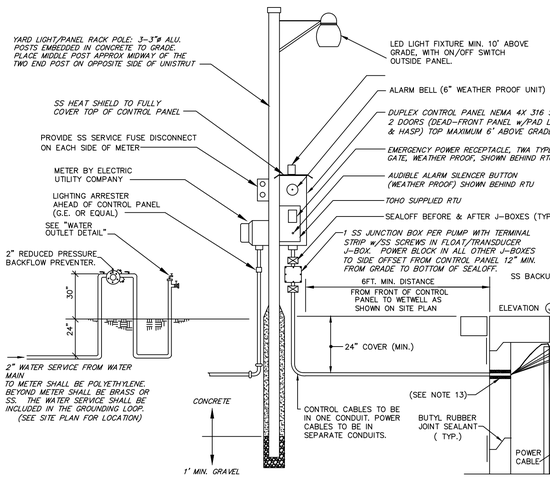
PLAN VIEW
NOT TO SCALE

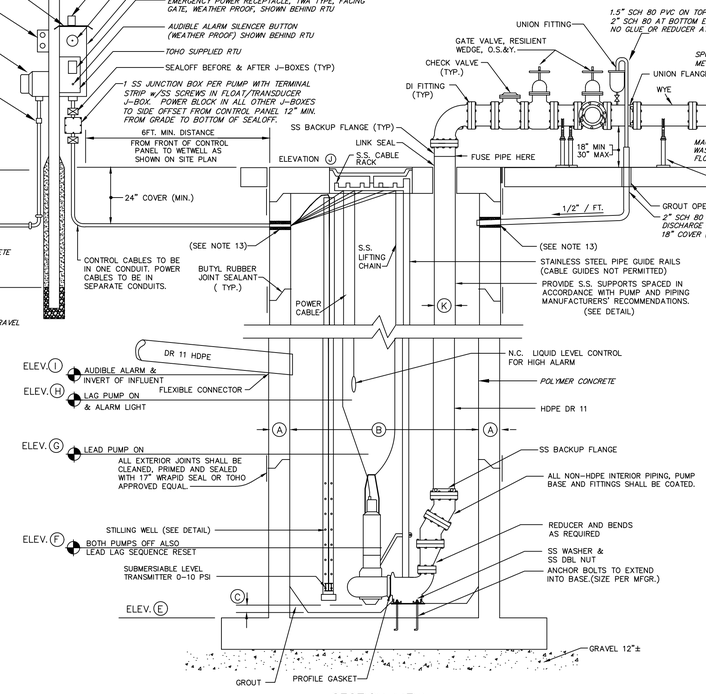


ALTERNATE ANTENNA DETAIL
NOT TO SCALE

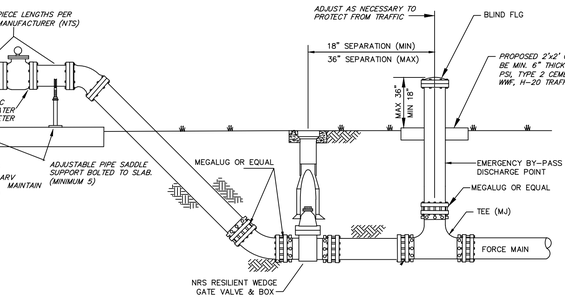
PUMP NO:		
1	MANUFACTURER: FLYGT ; MODEL: NP 3102 SH 3 ; IMP: 135mm ; DIA: 80mm ;	
	MM. SPEED: 3440 RPM; DISCHARGE SIZE: 3" IN; VOLTAGE: 460v ;	
	HZ: 60Hz ; PHASE: 3 ; HP: 6.5 ;	
	MIN SOLID SIZE: IN; CURVE: .	
2	MANUFACTURER: ; MODEL: ; IMP: ; DIA: ;	
	MM. SPEED: RPM; DISCHARGE SIZE: IN; VOLTAGE: ;	
	HZ: ; PHASE: ; HP: ;	
	MIN SOLID SIZE: IN; CURVE: .	
3	MANUFACTURER: FLYGT ; MODEL: NP 3102 SH 3 ; IMP: 135mm ; DIA: 80mm ;	
SPARE	MM. SPEED: 3440 RPM; DISCHARGE SIZE: 3" IN; VOLTAGE: 460v ;	
	HZ: 60Hz ; PHASE: 3 ; HP: 6.5 ;	
	MIN SOLID SIZE: IN; CURVE: .	
PUMPS OPERATING CONDITIONS		
RUNNING PUMP:		
PUMP 1	125.0 gpm 70.82' TDH 60.4 %EFF.	
PUMP 1 & 2	gpm TDH %EFF.	







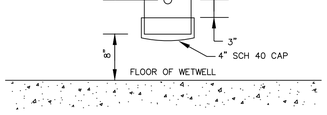
SECTION VIEW
NOT TO SCALE



MARK	DIMENSIONS	DESCRIPTION	COMMENTS
DIM. A	BY CONTRACTOR	WETWELL WALL THICKNESS	PER PRECASTER SPECIFICATIONS
DIM. B	6'	WETWELL DIAMETER	8' MINIMUM
DIM. C		PER PUMP SUBMITTAL DATA	
DIM. D		SEE TOP SLAB DETAIL	
DIM. E	121.15	ELEVATION	BOTTOM OF WETWELL
DIM. F	118.67	ELEVATION	PUMPS OFF
DIM. G	120.15	ELEVATION	LEAD PUMP ON
DIM. H	120.65	ELEVATION	LAG PUMP ON
DIM. I	121.15	ELEVATION	AUDIBLE ALARM & INVERT
DIM. J	136.50	ELEVATION	TOP OF SLAB
DIM. K	3"	HDPE DR11 DIAMETER	DISCHARGE
DIM. L		*EQUAL TO DEPTH OF WETWELL*	*15' MIN W/ NO ODOR CONTROL 20' MIN W/ ODOR CONTROL REQ'D*
FLOOD ZONE DESIGNATION		FLOOD ELEV.	VERT DATUM "NAVD 88"

PUMP MANUFACTURER: _____ *MODEL:* _____ *HP:* _____

IMPELLER: _____ *GPM at:* _____ *TDH*



STILLING WELL
NOT TO SCALE

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Certification of Authorization #27471

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
			09-12-2023	DM	REV PER CITY/SJRWMD COMMENTS ⚠

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

LIFT STATION DETAILS - 1

OCOEE OAKS JOINT VENTURE
CITY OF OCOEE, FLORIDA

DATE: MAY 2023
PROJECT NO.: OJV-1
DRAWN BY: BC
CHECKED BY: DMS
SCALE: NONE
SHEET: 18 OF 19

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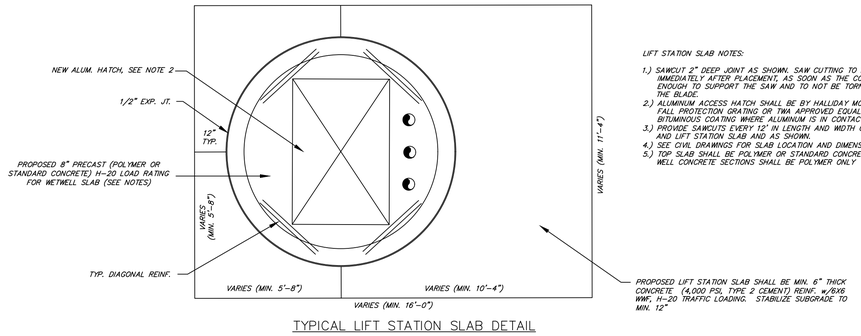
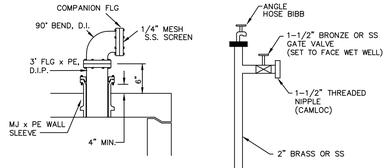


TYPICAL LIFT STATION SLAB DETAIL

NOT TO SCALE

LIFT STATION SLAB NOTES:

1.) SAWCUT 2" DEEP JOINT AS SHOWN. SAW CUTTING TO BE PERFORMED IMMEDIATELY AFTER PLACEMENT, AS SOON AS THE CONCRETE IS FIRM ENOUGH TO SUPPORT THE SAW AND TO NOT BE TORN OR DAMAGED BY THE BLADE.
2.) ALUMINUM ACCESS HATCH SHALL BE BY HALLIDAY MODEL SERIES W2S WITH FALL PROTECTION GRATING OR TWA APPROVED EQUAL. APPLY A BITUMINOUS COATING WHERE ALUMINUM IS IN CONTACT WITH CONCRETE.
3.) PROVIDE SAWCUTS EVERY 12' IN LENGTH AND WIDTH OF ACCESS DRIVEWAY AND LIFT STATION SLAB AND AS SHOWN.
4.) SEE CIVIL DRAWINGS FOR SLAB LOCATION AND DIMENSIONS.
5.) TOP SLAB SHALL BE POLYMER OR STANDARD CONCRETE, ALL OTHER WET WELL CONCRETE SECTIONS SHALL BE POLYMER ONLY.



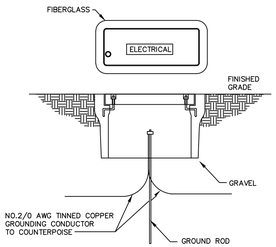
NOTE: SIZE VENT DIAMETER SAME AS DISCHARGE PIPING. LENGTH = SLAB THICKNESS PLUS 4"MIN.

VENT DETAIL

NOT TO SCALE

WATER OUTLET DETAIL

NOT TO SCALE

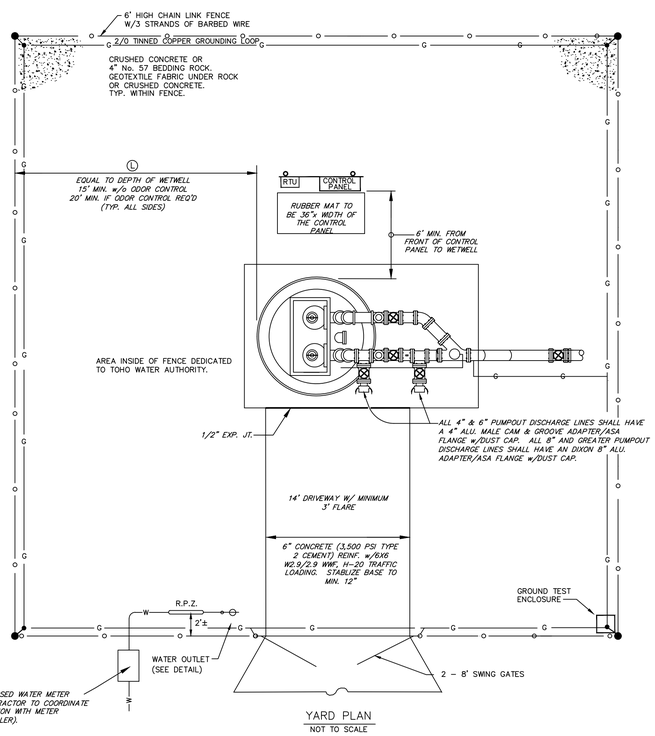


GROUND TEST ENCLOSURE

THE GROUNDED COUNTERPOISE LOOP SHALL BE BONDED BY CADWELL TO GROUND RODS AND GROUND WIRE PIGTAILS.

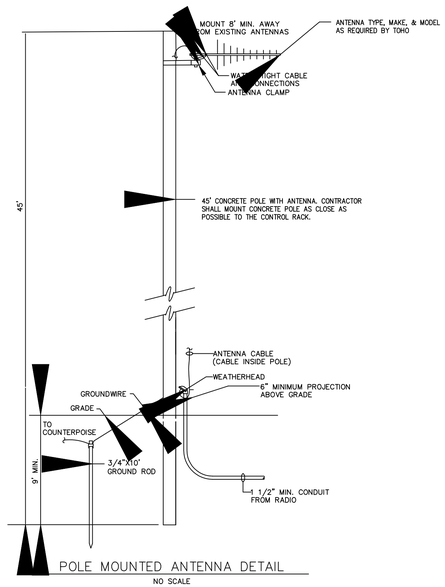
THE FOLLOWING SHALL BE MECHANICALLY BONDED TO THE COUNTERPOISE LOOP:

1. *CORNER POSTS*
2. *GATE POSTS, GATE AND FENCE*
3. *WATER SERVICE*
4. *CONTROL PANEL*
5. *WET WELL HATCH AND HANDRAIL*
6. *DISCHARGE PIPING*
7. *ALL CONDUIT ENTRIES (METAL) INTO CONTROL PANEL BY MEANS OF GROUNDING BUSHINGS.*
8. *MAIN DISCONNECT SWITCH*
9. *UTILITY COMPANY TRANSFORMER*
10. *GENERATOR*
11. *ODOR CONTROL*
12. *SERVICE DISCONNECT SWITCH*
13. *TELEMETRY PANEL*
14. *TELEMETRY MAST*



YARD PLAN

NOT TO SCALE

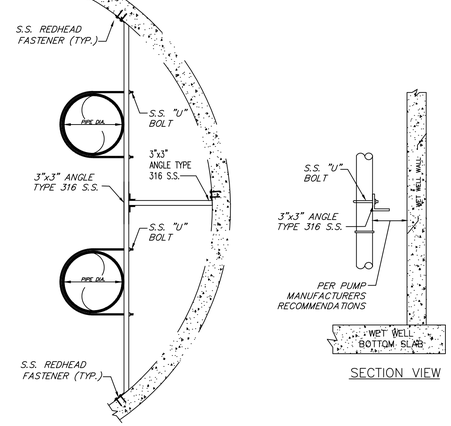


POLE MOUNTED ANTENNA DETAIL

NO SCALE

NOTES:

1. *YARD PIPING PLAN IS A GENERIC PLAN SHOWING REQUIRED PIPING AND MINIMUM CLEARANCES, SEPARATIONS, AND SITE SIZING REQUIREMENTS*
2. *A SITE SPECIFIC YARD PLAN IS REQUIRED*
3. *A SITE SPECIFIC PLAN IS REQUIRED THAT IDENTIFIES THE LOCATION OF THE DRIVEWAY, ACCESS ROADS, AND ALL OTHER RELEVANT SITE FEATURES. LAYOUT MUST INCLUDE SITE GRADING TO SHOW DRAINAGE AWAY FROM THE WET WELL AND SLAB AND THE SITE IN GENERAL.*
4. *A LAYOUT DEVIATING FROM THIS DETAIL SHALL BE DRAWN TO SCALE AND SHOW WETWELL PUMPS AND INFLUENT AND EFFLUENT PIPING TO ENSURE SUFFICIENT SPACE WITHIN THE WETWELL TO ACCOMODATE ALL MECHANICAL EQUIPMENT AND PIPING*
5. *ELECTRICAL TRANSFORMERS MUST BE LOCATED OUTSIDE OF THE FENCED AREA*
6. *PROPOSED 14' DRIVEWAY W/ MINIMUM 3' FLARE MUST EXTEND TO A PAVED PUBLIC OR PRIVATE ROADWAY.*
7. *LIFT STATION SITES LOCATED ON ROADS WITH POSTED SPEED LIMITS OF 25MPH OR GREATER REQUIRE DRIVE-THRU OR TURNAROUND ACCESS.*
8. *ENGINEER SHALL PROVIDE A TRANSOFT AUTO-TURN OR AUTODESK VEHICLE TRACKING ANALYSIS FOR A COMBINATION SEWER CLEANING VACTOR TRUCK*



TOP VIEW

SECTION VIEW

NOTES:

1. *ALL COMPONENTS AND BRACKET ASSEMBLY SHALL BE GRADE 316 STAINLESS STEEL.*
2. *BRACKETS SHALL BE SPACED AS INDICATED IN THE CONSTRUCTION DRAWING OR AT THE DIRECTION OF TWA.*
3. *PIPE SIZES AND MATERIALS SHALL BE AS INDICATED IN THE CONSTRUCTION DRAWINGS.*
4. *A MINIMUM OF 2 BRACKETS REQUIRED. MAX 10' SPACING.*
5. *WELD ALL CONNECTIONS EXCEPT U-BOLTS.*

PIPE FASTENING BRACKET

NOT TO SCALE

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REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
			09-12-2023	DM	REV PER CITY/SJRWMD COMMENTS ⚠1

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

LIFT STATION DETAILS - 2

OCOEE OAKS JOINT VENTURE
CITY OF OCOEE, FLORIDA

DATE: MAY 2023
PROJECT NO.: OJV-1
DRAWN BY: BC
CHECKED BY: DMS
SCALE: NONE
SHEET: 19 OF 19

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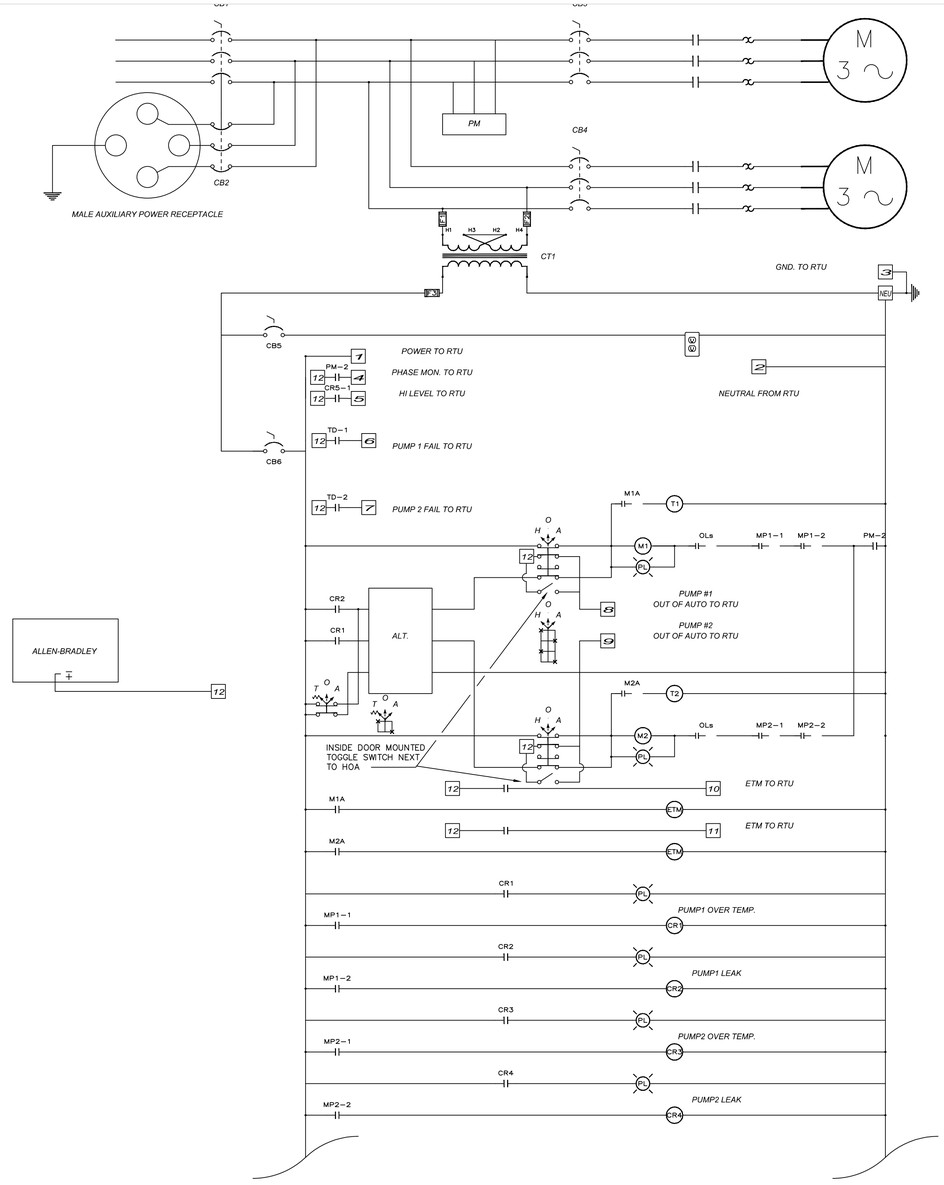

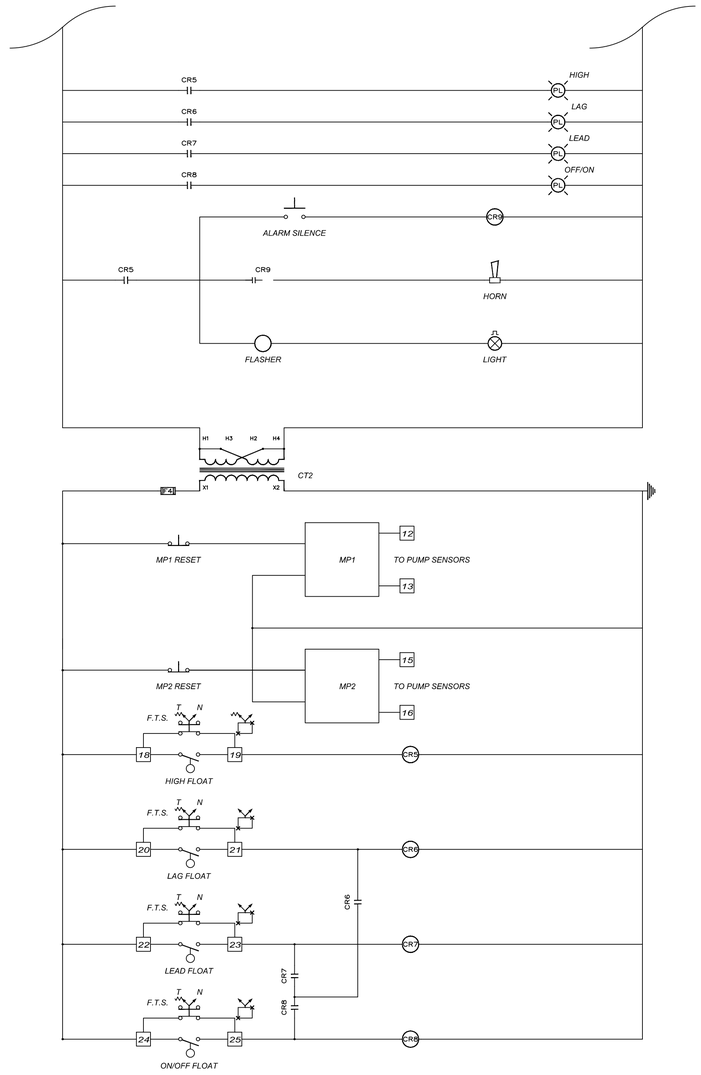

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DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

LIFT STATION DETAILS - 3

OCOEE OAKS JOINT VENTURE
CITY OF OCOEE, FLORIDA

DATE: MAY 2023
PROJECT NO.: OJV-1
DRAWN BY: BC
CHECKED BY: DMS
SCALE: NONE
SHEET: 19-A OF 19

⚠1

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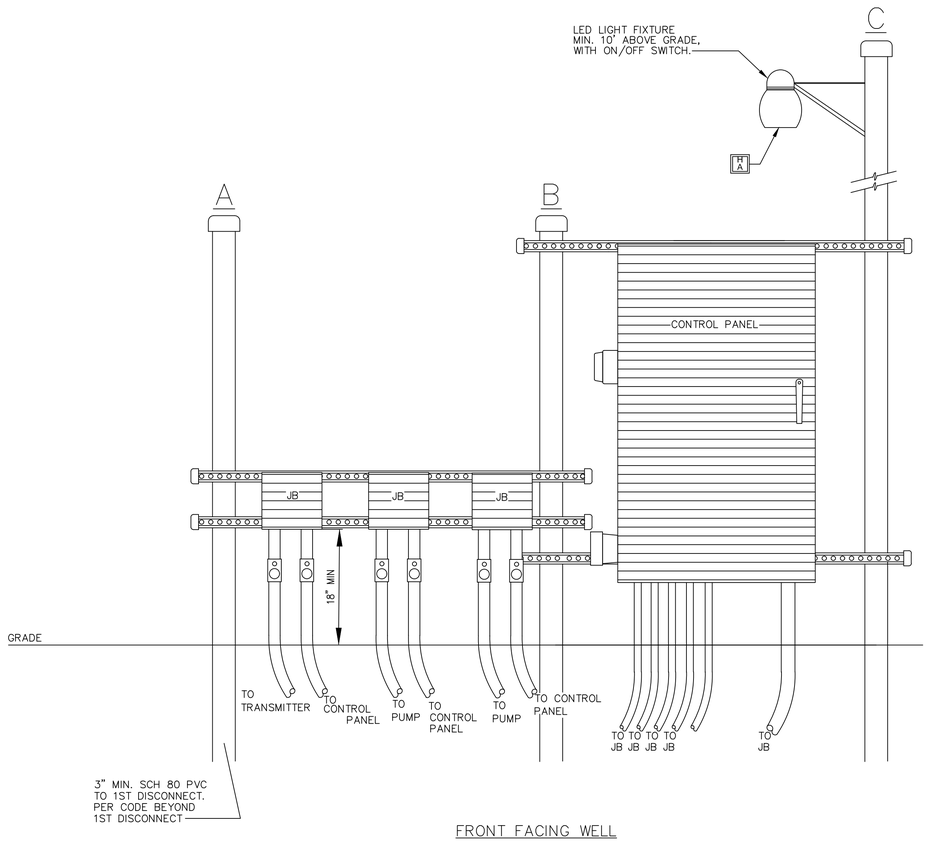
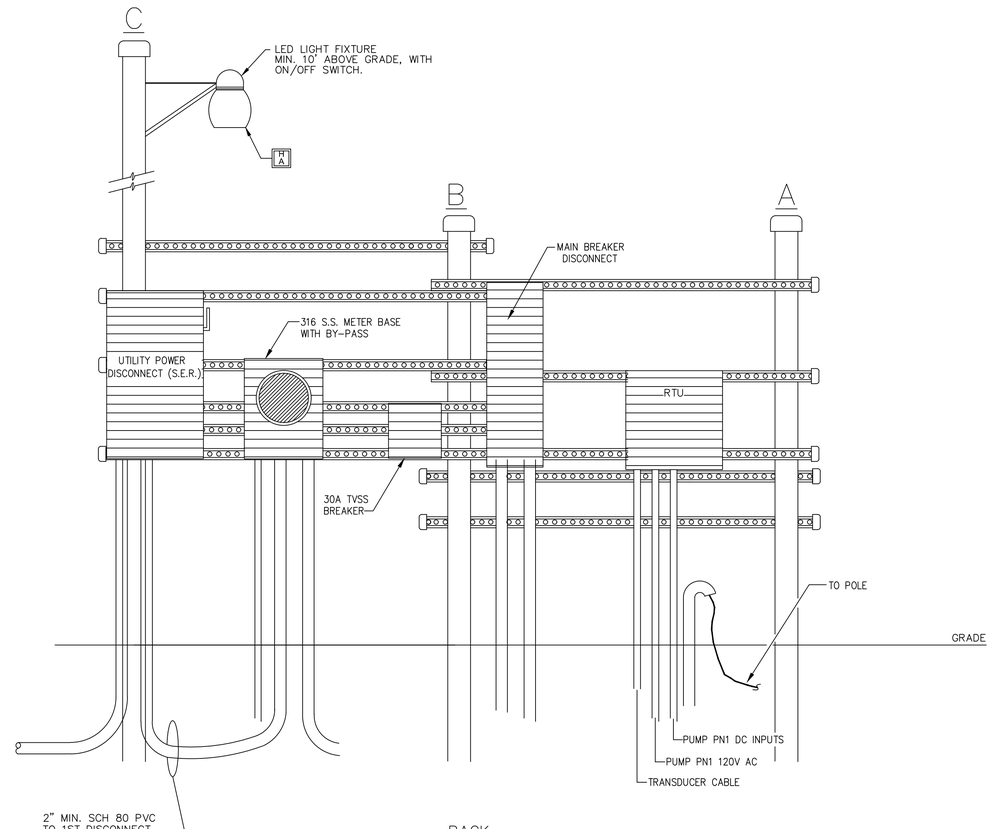


FRONT FACING WELL
RACK MOUNTED
EQUIPMENT LAYOUT
NO SCALE



BACK
RACK MOUNTED
EQUIPMENT LAYOUT
NO SCALE

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REVISIONS

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			09-12-2023	DM	REV PER CITY/SJRWMD COMMENTS ⚠

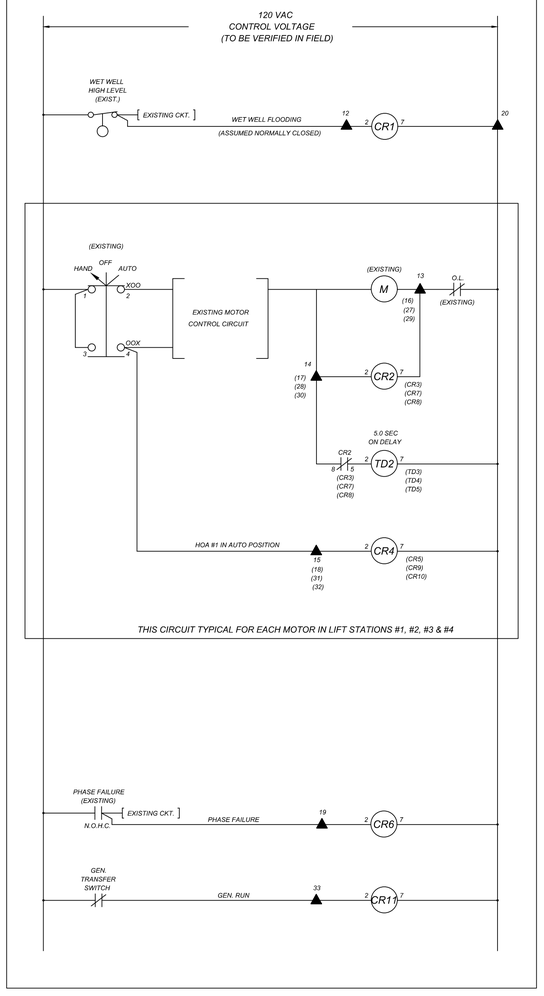
DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

LIFT STATION DETAILS - 4

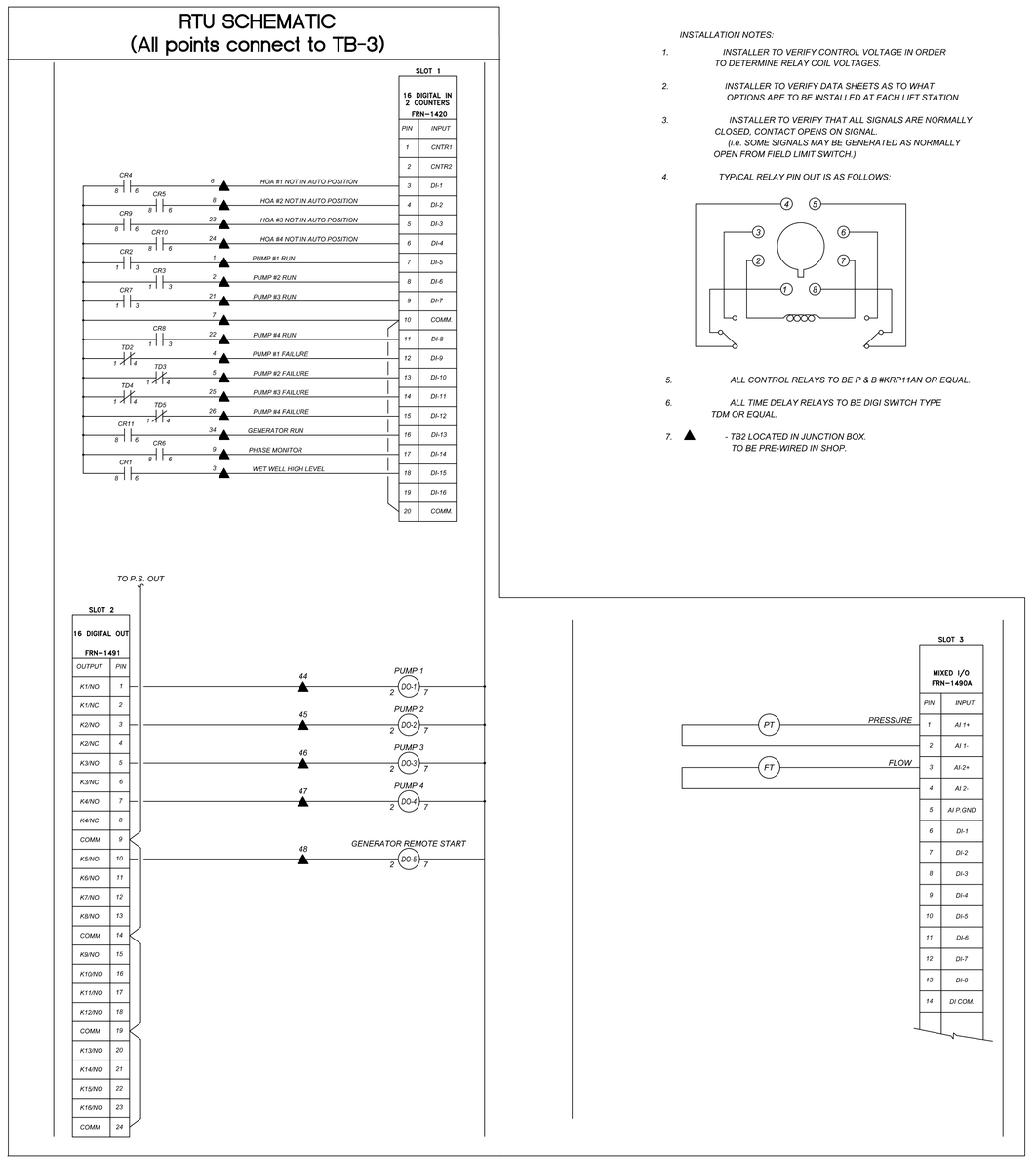
OCOEE OAKS JOINT VENTURE
CITY OF OCOEE, FLORIDA

DATE: MAY 2023
PROJECT NO.: OJV-1
DRAWN BY: BC
CHECKED BY: DMS
SCALE: NONE
SHEET: 19-B OF 19

FIELD SCHEMATIC



RTU SCHEMATIC
(All points connect to TB-3)



INSTALLATION NOTES:

1. *INSTALLER TO VERIFY CONTROL VOLTAGE IN ORDER TO DETERMINE RELAY COIL VOLTAGES.*
2. *INSTALLER TO VERIFY DATA SHEETS AS TO WHAT OPTIONS ARE TO BE INSTALLED AT EACH LIFT STATION*
3. *INSTALLER TO VERIFY THAT ALL SIGNALS ARE NORMALLY CLOSED, CONTACT OPENS ON SIGNAL. (i.e. SOME SIGNALS MAY BE GENERATED AS NORMALLY OPEN FROM FIELD LIMIT SWITCH.)*
4. *TYPICAL RELAY PIN OUT IS AS FOLLOWS:*

5. *ALL CONTROL RELAYS TO BE P & B #KRP11AN OR EQUAL.*
6. *ALL TIME DELAY RELAYS TO BE DIGI SWITCH TYPE TDM OR EQUAL.*
7. ▲ *- TB2 LOCATED IN JUNCTION BOX. TO BE PRE-WIRED IN SHOP.*

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REVISIONS

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DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

LIFT STATION DETAILS - 5

OCOEE OAKS JOINT VENTURE
CITY OF OCOEE, FLORIDA

DATE: MAY 2023
PROJECT NO.: OJV-1
DRAWN BY: BC
CHECKED BY: DMS
SCALE: NONE
SHEET: 19-C OF 19

S89°40'41"W 615.41'(P)
N89°37'46"E 615.00'(C)

N LINE OF THE S 550' OF THE NW 1/4 OF THE NW 1/4 OF THE NE 1/4 OF SECTION 21

15' DRAINAGE & UTILITY EASEMENT(P)

15' DRAINAGE & UTILITY EASEMENT(P)

CLARKE ROAD

N0°00'36"E 550.01'(C)

SUBJECT PARCEL
OFFICIAL RECORDS BOOK 6481, PAGE 2055
PARCEL ID: 21-22-28-0000-00-004
OWNER: OCOEE OAKS PROPERTY OWNER, LLC C/O CARLSON RESEARCH INC
ADDRESS: 201 SOUTH CLARKE ROAD
OCOEE, FL 34761
12.57 ± ACRES

WORK LIMIT LINE

WORK LIMIT LINE

WORK LIMIT LINE

PARK / OPEN SPACE

1178.45'(M)

LS

TOT LOT

S LINE OF THE NW 1/4 OF THE NW 1/4 OF THE NE 1/4 OF SECTION 21
S89°40'50"W 282.92'(C)

N LINE OF THE SW 1/4 OF THE NW 1/4 OF THE NE 1/4 OF SECTION 21
N89°40'50"E 174.55'(C)
N89°45'20"E 174.40'(D)

N89°40'50"E 208.12'(C)
N89°45'20"E 208.12'(D)

48" ROOT BARRIER ALONG UTILITY LINES

48" ROOT BARRIER ALONG UTILITY LINES AND CURB

TYPICAL LOT TREE

TYPICAL LOT TREE

EXISTING TREES

- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- ALL EXISTING TREES

0' 15' 30' 60'
SCALE: 1"=30'-0"
NORTH

ROBYN'S GLEN ROAD

MATCH LINE

MATCH LINE

MATCH LINE

MATCH LINE

MATCH LINE

MATCH LINE

OCOEE OAKS

CONSULTANTS

DRAWING TITLE
TREE MITIGATION PLAN

PROJECT ADDRESS

OWNER NAME AND ADDRESS

REV.	DESCRIPTION	DATE
1.	CITY COMMENTS	09/25/23
2.	CITY COMMENTS	10/26/23
3.	CITY COMMENTS	11/27/23
4.	CITY COMMENTS	12/14/23

PROJECT NO.	22-087
PHASE	CONSTRUCTION DOCUMENTS
SCALE	1"=30'-0"
FILE NAME	CAD FILE
DRAWN BY	LS
CHECKED BY	CR
DATE	06-13-2023

SIGNATURE AND DATED SEAL

LICENSED LANDSCAPE ARCHITECT
STATE OF FLORIDA
CHRISTOPHER D RICE LA-6667122

BORRELLI + PARTNERS
ARCHITECTURE PLANNING LANDSCAPE INTERIOR
432 SOUTH STREET
ORLANDO, FL 32804 (407) 418-1338

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T-100

MATCH LINE

MATCH LINE

MATCH LINE

MATCH LINE

MATCH LINE

MATCH LINE

S00°03'05"E

N00°25'51"E 627.92'(D)

N01°01'33"W 627.88'(M)

NW 1/4 OF THE NE 1/4 OF SECTION 21

N00°03'05"W 627.88'(C)

N00°03'05"W 627.88'(D)

S00°03'05"E 627.88'(D)

S00°03'05"E 627.88'(M)

CLARKE ROAD

WHITE ROAD

ROBYN'S

S89°40'56"W 124.83'(C)

S89°45'08"W 125.21'(D)

N R/W LINE

S89°40'55"W

332.95'(M)

S89°45'08"W 208.12'(D)

EXISTING TREES

- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- ALL EXISTING TREES

0' 15' 30' 60'

SCALE: 1"=30'-0"

NORTH

BORELLI + PARTNERS
ARCHITECTURE PLANNING LANDSCAPE INTERIOR
432 SOUTH PARK AVENUE
ORLANDO, FL 32804 (407) 418-1338

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SIGNATURE AND DATED SEAL

CHRISTOPHER D RICE LA-6667122

CONSULTANTS

OCOEE OAKS

DRAWING TITLE

TREE MITIGATION PLAN

PROJECT ADDRESS

OWNER NAME AND ADDRESS

REV.	DESCRIPTION	DATE
1.	CITY COMMENTS	09/25/23
2.	CITY COMMENTS	10/26/23
3.	CITY COMMENTS	11/27/23
4.	CITY COMMENTS	12/14/23

PROJECT NO.	22-087
PHASE	CONSTRUCTION DOCUMENTS
SCALE	1"-30'-0"
FILE NAME	CAD FILE
DRAWN BY	LS
CHECKED BY	CR
DATE	06-13-2023

T-101

TREE MITAGATION CHART

#	TREE TYPE	SIZE	REMOVED INCHES	SAVED INCHES	MITIGATION
1	OAK	11"	11"	-	4
2	PINE	7"	-	7"	-
3	PINE	15"	-	15"	-
4	PINE	11"	-	11"	-
5	PINE	16"	-	16"	-
6	PINE	14"	-	16"	-
7	PINE	14"	-	14"	-
8	PINE	16"	-	16"	-
9	PINE	17"	17"	-	4
10	UNIDENTIFIED	8",7",6"	21"	-	12
11	PINE	12"	12"	-	4
12	PINE	14"	-	14"	-
13	PINE	6"	-	6"	-
14	PINE	16"	-	16"	-
15	PINE	18"	18"	-	4
16	PINE	11"	-	11"	-
17	PINE	12"	-	12"	-
18	PINE	16"	-	16"	-
19	PINE	14"	14"	-	4
20	OAK	27"	-	27"	-
21	OAK	8"	-	8"	-
22	OAK	34"	-	34"	-
23	PINE	13"	13"	-	4
24	PINE	17"	17"	-	4
25	PINE	13"	13"	-	4
26	PINE	14"	14"	-	4
27	PINE	11"	11"	-	4
28	PINE	15"	15"	-	4
29	PINE	15"	15"	-	4
30	PALM	18"	18"	-	4
31	PINE	14"	14"	-	4
32	PINE	14"	-	14"	-
33	PINE	16"	16"	-	4
34	PINE	11"	11"	-	4
35	PINE	16"	16"	-	4
36	PINE	15"	15"	-	4
37	PINE	15"	15"	-	4
38	PINE	14"	14"	-	4
39	PINE	17"	17"	-	4
	TOTAL	578"	327"	253"	96

TREE MITIGATION CHART

#	TREE TYPE	SIZE	REMOVED INCHES	SAVED INCHES	MITIGATION
40	PINE	17"	-	17"	-
41	PINE	16"	-	16"	-
42	PINE	15"	-	15"	-
43	PINE	12"	-	12"	-
44	OAK	8"	8"	-	4
45	CRAPE MYRTLE	9"	-	9"	-
46	OAK	15"	-	15"	-
47	PINE	15"	15"	-	4
48	PINE	15"	15"	-	4
49	CRAPE MYRTLE	8"	8"	-	4
50	OAK	8"	8"	-	4
51	PINE	15"	15"	-	4
52	PINE	12"	12"	-	4
53	OAK	20"	20"	-	4
54	PINE	16"	16"	-	4
55	UNIDENTIFIED	10"	10"	-	4
56	PINE	15"	15"	-	4
57	PINE	11"	11"	-	4
58	PINE	20"	20"	-	4
59	PINE	15"	15"	-	4
60	PINE	18"	18"	-	4
61	PINE	15"	15"	-	4
62	PINE	9"	9"	-	4
63	PINE	10"	10"	-	4
64	PINE	8"	8"	-	4
65	PINE	10"	10"	-	4
66	OAK	11"	11"	-	4
67	PINE	15'	15"	-	4
68	PINE	15"	15"	-	4
69	PALM	18"	18"	-	4
70	PINE	12"	12"	-	4
71	PINE	14"	14"	-	4
72	PINE	14"	14"	-	4
73	PINE	12"	12"	-	4
74	PINE	16"	16"	-	4
75	PINE	15"	15"	-	4
76	PINE	8"	8"	-	4
77	PINE	9"	9"	-	4
78	PINE	8"	8"	-	4
	TOTAL	509"	425"	84"	132

TREE MITIGATION CHART

#	TREE TYPE	SIZE	REMOVED INCHES	SAVED INCHES	MITIGATION
79	PINE	9"	9"	-	4
80	PINE	14"	14"	-	4
81	PINE	10"	10"	-	4
82	PINE	9"	9"	-	4
83	PINE	14"	14"	-	4
84	PINE	11"	11"	-	4
85	PINE	11"	11"	-	4
86	PINE	15"	15"	-	4
87	PINE	12"	12"	-	4
88	PINE	11"	11"	-	4
89	PINE	12"	12"	-	4
90	PINE	15"	15"	-	4
91	OAK	15"	15"	-	4
92	PINE	9"	9"	-	4
93	PINE	17"	17"	-	4
94	PINE	12"	12"	-	4
95	PALM	17"	17"	-	4
96	PINE	11"	11"	-	4
97	PINE	10"	10"	-	4
98	PINE	21"	21"	-	4
99	PINE	10"	10"	-	4
100	PINE	15"	15"	-	4
101	PINE	9"	9"	-	4
102	PINE	18"	18"	-	4
103	UNIDENTIFIED	12"	12"	-	4
104	UNIDENTIFIED	14"	14"	-	4
105	PINE	18"	18"	-	4
106	UNIDENTIFIED	12"	12"	-	4
107	PINE	15'	15"	-	4
108	PINE	20"	20"	-	4
109	PINE	8"	8"	-	4
110	PINE	8"	8"	-	4
111	PINE	10"	10"	-	4
112	UNIDENTIFIED	11"	11"	-	4
113	PINE	15"	15"	-	4
114	PINE	9"	9"	-	4
115	PINE	14"	14"	-	4
116	PINE	17"	17"	-	4
117	PINE	8"	8"	-	4
	TOTAL	498"	498"	0"	156

TREE MITIGATION CHART

#	TREE TYPE	SIZE	REMOVED INCHES	SAVED INCHES	MITIGATION
118	PINE	13"	13"	-	4
119	PINE	12"	12"	-	4
120	OAK	20"	20"	-	4
121	OAK	22"	22"	-	4
122	PINE	10"	10"	-	4
123	PINE	11"	11"	-	4
124	OAK	54"	54"	-	4
125	PINE	14"	14"	-	4
126	PINE	9"	9"	-	4
127	PINE	8"	8"	-	4
128	PINE	10"	10"	-	4
129	PINE	10"	10"	-	4
130	PINE	8"	8"	-	4
131	OAK	24"	24"	-	4
132	PINE	12"	12"	-	4
133	PINE	17"	17"	-	4
134	PINE	11"	11"	-	4
135	PINE	12"	12"	-	4
136	PINE	24"	24"	-	4
137	PINE	13"	13"	-	4
138	PINE	12"	12"	-	4
139	PINE	14"	14"	-	4
140	PINE	13'	13"	-	4
141	PINE	14"	14"	-	4
142	UNIDENTIFIED	8"	8"	-	4
143	UNIDENTIFIED	11"	11"	-	4
144	UNIDENTIFIED	8"	8"	-	4
145	UNIDENTIFIED	9"	9"	-	4
146	UNIDENTIFIED	10"	10"	-	4
147	UNIDENTIFIED	8"	8"	-	4
148	UNIDENTIFIED	9"	9"	-	4
149	PINE	10"	10"	-	4
150	PINE	XX	XX	-	4
151	PINE	XX	XX	-	4
152	OAK	24"	24"	-	4
153	PINE	14"	14"	-	4
154	PINE	12"	12"	-	4
155	UNIDENTIFIED	XX	XX	-	XX
156	PINE	9"	9"	-	4
	TOTAL	499"	499"	0"	152

TREE MITIGATION CHART

#	TREE TYPE	SIZE	REMOVED INCHES	SAVED INCHES	MITIGATION
157	PINE	13"	13"	-	4
158	PINE	15"	15"	-	4
159	PINE	15"	15"	-	4
160	PINE	17"	17"	-	4
161	PINE	13"	13"	-	4
162	PINE	14"	14"	-	4
163	PINE	15"	15"	-	4
164	PINE	16"	16"	-	4
165	UNIDENTIFIED	16"	16"	-	4
166	UNIDENTIFIED	14"	14"	-	4
167	PINE	14"	14"	-	4
168	OAK	8"	8"	-	4
169	OAK	12"	12"	-	4
170	UNIDENTIFIED	7"	7"	-	4
171	UNIDENTIFIED	9"	9"	-	4
172	UNIDENTIFIED	8"	8"	-	4
173	OAK	12"	12"	-	4
174	PINE	12"	12"	-	4
175	PINE	10"	10"	-	4
176	PINE	15"	15"	-	4
177	PINE	14"	14"	-	4
178	PINE	9"	9"	-	4
179	PINE	14"	14"	-	4
180	PINE	10"	10"	-	4
181	PINE	10"	10"	-	4
182	PINE	10"	10"	-	4
183	UNIDENTIFIED	XX	XX	-	XX
184	PINE	10"	10"	-	4
185	PINE	12"	12"	-	4
186	PINE	10"	10"	-	4
187	PINE	11"	11"	-	4
188	PINE	15"	15"	-	4
189	PINE	8"	8"	-	4
190	PINE	10"	10"	-	4
191	PINE	12"	12"	-	4
192	PINE	16"	16"	-	4
193	PINE	14"	14"	-	4
194	PINE	10"	10"	-	4
195	PINE	9"	9"	-	4
	TOTAL	459"	459"	0"	152

TREE MITIGATION CHART

#	TREE TYPE	SIZE	REMOVED INCHES	SAVED INCHES	MITIGATION
196	PINE	16"	16"	-	4
197	PINE	8"	8"	-	4
198	PINE	9"	9"	-	4
199	PINE	18"	18"	-	4
200	PINE	9"	9"	-	4
201	PINE	8"	8"	-	4
202	PINE	12"	12"	-	4
203	PINE	12"	12"	-	4
204	PINE	12"	12"	-	4
205	PINE	10"	10"	-	4
206	PINE	14"	14"	-	4
207	PINE	22"	22"	-	4
208	PINE	12"	12"	-	4
209	PINE	11"	11"	-	4
210	OAK	10"	10"	-	4
211	PINE	12"	12"	-	4
212	PINE	10"	10"	-	4
213	PINE	10"	10"	-	4
214	PINE	11"	11"	-	4
215	PINE	8"	8"	-	4
216	PINE	10"	10"	-	4
217	PINE	8"	8"	-	4
218	PINE	11"	11"	-	4
219	PINE	13"	13"	-	4
220	PINE	11"	11"	-	4
221	PINE	13"	13"	-	4
222	PINE	12"	12"	-	4
223	PINE	12'	12"	-	4
224	PINE	8"	8"	-	4
225	PINE	12"	12"	-	4
226	PINE	11"	11"	-	4
227	PINE	17"	17"	-	4
228	PINE	20"	20"	-	4
229	PINE	10"	10"	-	4
230	PINE	16"	16"	-	4
231	PINE	15"	15"	-	4
232	PINE	9"	9"	-	4
233	PINE	12"	12"	-	4
234	PINE	13"	13"	-	4
	TOTAL	467"	467"	0"	156

TREE MITIGATION CHART

#	TREE TYPE	SIZE	REMOVED INCHES	SAVED INCHES	MITIGATION
235	PINE	11"	11"	-	4
236	PINE	11"	11"	-	4
237	PINE	8"	8"	-	4
238	PINE	12"	12"	-	4
239	PINE	7"	7"	-	4
240	PINE	9"	9"	-	4
241	PINE	11"	11"	-	4
242	PINE	12"	12'	-	4
243	PINE	9"	9"	-	4
244	PINE	8"	8"	-	4
245	PINE	11"	11"	-	4
246	PINE	11"	11"	-	4
247	PINE	18"	18"	-	4
248	PINE	9"	9"	-	4
249	PINE	8"	8"	-	4
250	PINE	14"	14"	-	4
251	PINE	12'	12"	-	4
252	PINE	12"	12"	-	4
253	PINE	14"	14"	-	4
254	OAK	46"	46"	-	4
255	UNIDENTIFIED	7"	7"	-	4
256	OAK	21"	21"	-	4
257	UNIDENTIFIED	12"	12"	-	4
258	PINE	11"	11"	-	4
259	PINE	9"	9"	-	4
260	PINE	12"	12"	-	4
261	OAK	26"	26"	-	4
262	PINE	16"	16"	-	4
263	PINE	15"	15"	-	4
264	PINE	12"	12"	-	4
265	OAK	14"	14"	-	4
266	OAK	24"	24"	-	4
267	PINE	11"	11"	-	4
268	PINE	11"	11"	-	4
269	PINE	14"	14"	-	4
270	PINE	17"	17"	-	4
271	OAK	30"	30"	-	4
272	OAK	34"	34"	-	4
	TOTAL	549"	549"	-	152

	SIZE	REMOVED INCHES	SAVED INCHES	MITIGATION
TOTAL	3,559"	3,224	337"	996 TREES

LOT TREE REPLACEMENT

LOT #	LOT SIZE	REQUIRED TREES (2"CAL)	PROPOSED TREES (2"CAL)	SAVED TREES	TOTAL TREES PER LOT *
1	9,883 SF	3	3	-	3X2= 6
2	9,888 SF	3	2	-	3X2= 6
3	9,888 SF	3	3	-	3X2= 6
4	9,888 SF	3	3	-	3X2= 6
5	9,888 SF	3	3	-	3X2= 6
6	9,888 SF	3	3	-	3X2= 6
7	9,888 SF	3	3	-	3X2= 6
8	9,888 SF	3	3	-	3X2= 6
9	9,883 SF	3	3	-	3X2= 6
10	9,888 SF	3	3	-	3X2= 6
11	9,888 SF	3	3	-	3X2= 6
12	9,888 SF	3	3	-	3X2= 6
13	9,888 SF	3	3	-	3X2= 6
14	9,888 SF	3	3	-	3X2= 6
15	9,888 SF	3	3	-	3X2= 6
16	9,888 SF	3	3	-	3X2= 6
17	9,874 SF	3	3	-	3X2= 6
18	12,107 SF	3	3	-	3X2= 6
GRAND TOTAL		54	54	00	108 (432")

* 4" CALIPER TREES PROPOSED IN LEIU OF REQUIRED 2" CALIPER TREES AND ARE COUNTED AS 2 TREES EACH

COMMON AREA TREES

REPLACEMENT PROVIDED	QUANTITY	FINAL QUANTITY
SLASH PINE - 3" CAL.	15	45"
SLASH PINE - 4"	9	36"
AMERICAN ELM - 4"	18	72"
LIVE OAK - 4" CAL.	7	28"
TOTAL TREES PLANTED	49	181"

BORRELLI + PARTNERS
ARCHITECTURE PLANNING LANDSCAPE INTERIOR
ACC 000711
720 VASSAR STREET
ORLANDO, FL. 32804 (407) 418-1338

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SIGNATURE AND DATED SEAL

CHRISTOPHER D RICE LA-6667122

CONSULTANTS

OCOEE OAKS

DRAWING TITLE

TREE MITIGATION CHARTS AND CALCULATIONS

PROJECT ADDRESS

OWNER NAME AND ADDRESS

REV.	DESCRIPTION	DATE
1.	CITY COMMENTS	08/25/23
2.	CITY COMMENTS	10/26/23
3.	CITY COMMENTS	11/27/23
4.	CITY COMMENTS	12/14/23

PROJECT NO.	22-087
PHASE	CONSTRUCTION DOCUMENTS
SCALE	NO SCALE
FILE NAME	CAD FILE
DRAWN BY	LS
CHECKED BY	CR
DATE	06-13-2023

T-500

S89°40'41"W 615.41'(P)
N89°37'46"E 615.00'(C)

N LINE OF THE S 550' OF THE NW 1/4 OF THE NW 1/4 OF THE NE 1/4 OF SECTION 21

15' DRAINAGE & UTILITY EASEMENT(TYP)

15' DRAINAGE & UTILITY EASEMENT(TYP)

CLARKE ROAD

N0°00'36"E 550.01'(C)

SUBJECT PARCEL
OFFICIAL RECORDS BOOK 6481 PAGE 2055
PARCEL ID: 21-22-28-0000-00-001
OWNER: CLARKE ROAD PROPERTY OWNER, LLC C/O ARCH INC
ADDRESS: 201 SOUTH CLARKE ROAD
OCOEE, FL 34761
12.57 ± ACRES

ROOT BARRIER NOTES:

SEE DETAIL SHEET L-500

4.

* ALL STREET TREES TO BE INSTALLED AND IRRIGATED AT TIME OF EACH LOT CONSTRUCTION ALL REMAINING LANDSCAPE IN TRACTS AND COMMON AREAS TO BE INSTALLED WITH SITE INFRASTRUCTURE.

WORK LIMIT LINE

WORK LIMIT LINE

WORK LIMIT LINE

PE 6
MC 90
PE1 5
SR 27

BAHIA GRASS

PARK / OPEN SPACE

1178.45'(M)

LS

MF 47

UA 2

OV 7

EACH LOT SHALL PLANT TREES REFLECTING THE MINIMUM REQUIREMENTS OF THE CITY OF OCOEE'S ARBOR CODE

18

17

16

S LINE OF THE NW 1/4 OF THE NW 1/4 OF THE NE 1/4 OF SECTION 21

S89°40'50"W 282.92'(C)

N LINE OF THE SW 1/4 OF THE NW 1/4 OF THE NE 1/4 OF SECTION 21

N89°45'20"E 124.58'(M&A)
N89°45'20"E 124.60'(C)
BAHIA GRASS

N89°40'20"E 208.12'(C)
N89°45'20"E 208.12'(D)

PE1 2
SR 9
PE 3
MC 18
UA 1

PE1 2
SR 13

TYPICAL LOT TREE

MC 68
PE 6
SR 5

48" ROOT BARRIER ALONG UTILITY LINES AND CURB

48" ROOT BARRIER ALONG UTILITY LINES

4.

TYPICAL LOT TREE

0' 15' 30' 60'
SCALE: 1"=30'-0"
NORTH

ROBYN'S GLENN ROAD

MATCH LINE
MATCH LINE
MATCH LINE
MATCH LINE
MATCH LINE
MATCH LINE

BORELLI + PARTNERS
ARCHITECTURE PLANNING LANDSCAPE INTERIOR
MBE 0001252
ORLANDO, FL 32804 (407) 418-1338

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SIGNATURE AND DATED SEAL

LANDSCAPE ARCHITECTURE
CHRISTOPHER D RICE
LICENSED
FLORIDA
LA-6667122

CHRISTOPHER D RICE LA-6667122

CONSULTANTS

OCOEE OAKS

DRAWING TITLE

LANDSCAPE PLAN

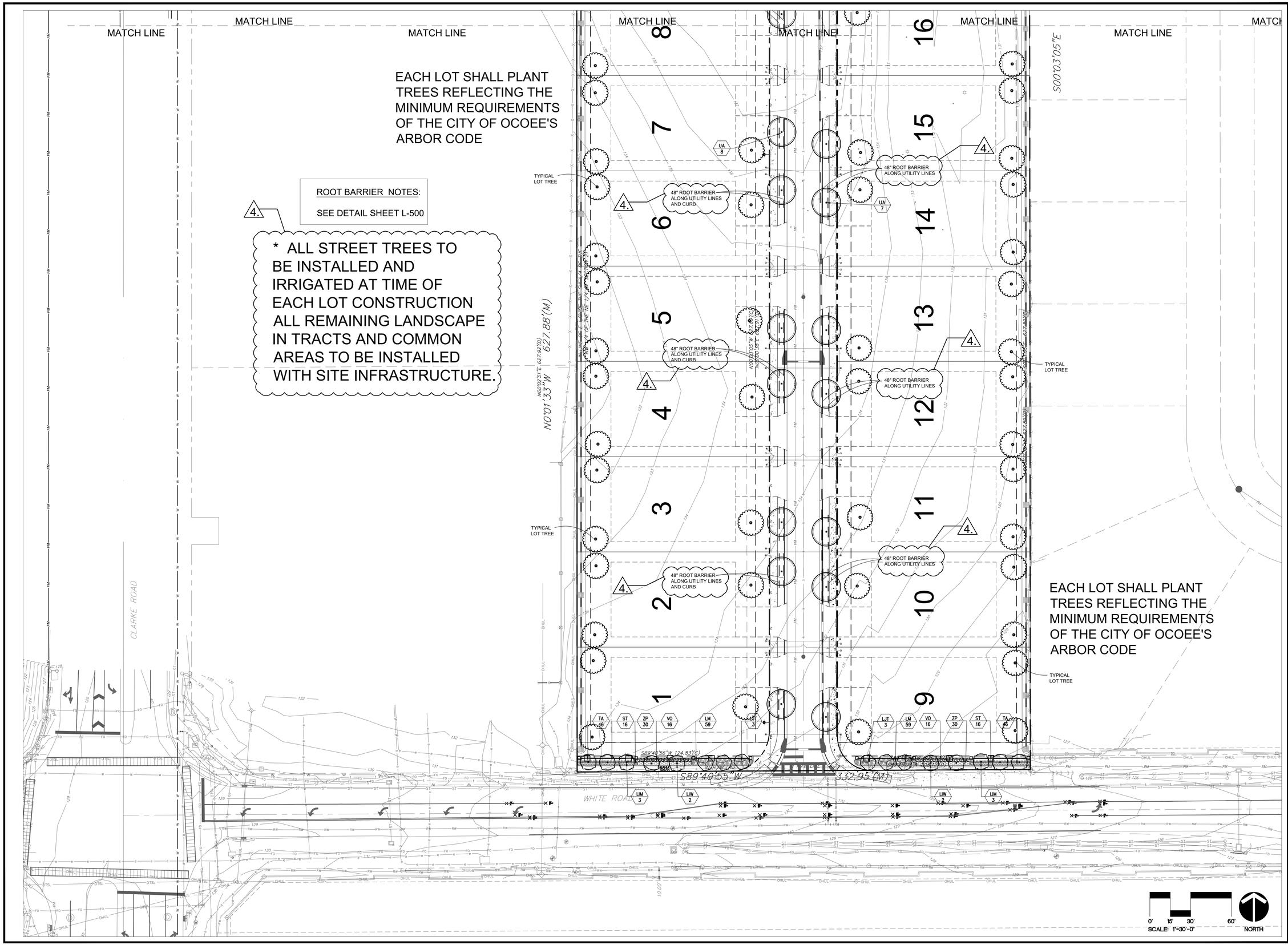
REV.	DESCRIPTION	DATE
1.	CITY COMMENTS	08/25/23
2.	CITY COMMENTS	10/26/23
3.	CITY COMMENTS	11/27/23
4.	CITY COMMENTS	12/14/23

PROJECT ADDRESS

OWNER NAME AND ADDRESS

PROJECT NO.	22-087
PHASE	CONSTRUCTION DOCUMENTS
SCALE	1"-30'-0"
FILE NAME	CAD FILE
DRAWN BY	LS
CHECKED BY	CR
DATE	06-13-2023

L-100



BORRELLI + PARTNERS
ARCHITECTURE PLANNING LANDSCAPE INTERIOR
720 VASSAR STREET
ORLANDO, FL 32804 (407) 418-1338

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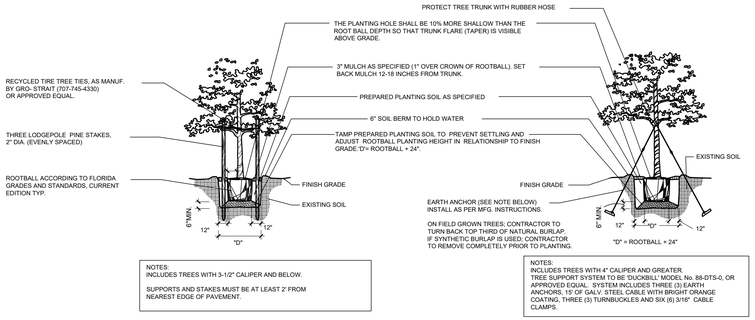
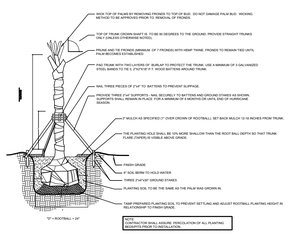
OCOEE OAKS

L-101

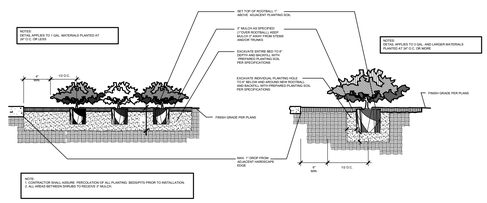


1 LARGE TREE PLANTING DETAILS
NOT TO SCALE

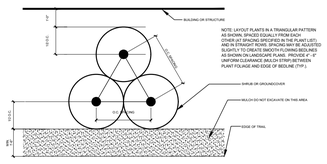
2 SMALL TREE PLANTING DETAIL
NOT TO SCALE



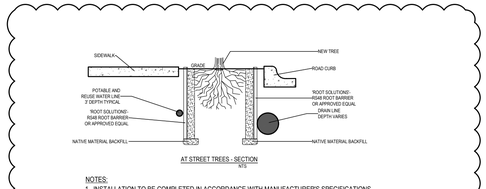
3 PALM TREE PLANTING DETAIL
NOT TO SCALE



4 GROUNDCOVER AND SHRUB PLANTING DETAIL
NOT TO SCALE



5 SHRUB SPACING DETAIL
NOT TO SCALE



AT STREET TREES - SECTION
NTS

NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWINGS.
3. THE RAISED ROOT GUIDING RIBS MUST BE FACING TOWARDS THE TREE ROOTS.
4. THE TOP OF THE BARRIER PANELS MUST BE SLIGHTLY ABOVE GRADE (NEVER BELOW GRADE).
5. POSITION BARRIER PANELS VERTICALLY WITH TOP AGAINST THE STRUCTURE TO BE PROTECTED.
6. SEE LANDSCAPE SITE PLAN TO DETERMINE TREES THAT REQUIRE BARRIER PANEL.

6 4' DEEP LINEAR ROOT BARRIER PLACEMENT
NOT TO SCALE

4.

LANDSCAPE PLANT LIST

SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	DESCRIPTION	REMARKS
TREES					
LIM	6	LAGERSTROEMIA INDICA 'MUSKOGEE'	LAVENDER CRAPE MYRTLE	MIN. 12' HT, 4'–5' SPRD., 3" CAL.; MULTI–TRUNK	SPACE AS SHOWN GUY
LIW	4	LAGERSTROEMIA INDICA 'WATERMELON RED'	RED CRAPE MYRTLE	MIN. 12' HT, 4'–5' SPRD., 3" CAL.; STANDARD TRUNK	SPACE AS SHOWN GUY
LJT	6	LIGUSTRUM JAPONICUM	LIGUSTRUM TREE	8' HT, 8' SPRD., 3" CAL.; MULTI–TRUNK	SPACE AS SHOWN GUY
PE	15	PINUS ELLIOTTII	SLASH PINE	10' HT. X 5' SPRD.; 3" CAL.; STRAIGHT TRUNKS	SPACE AS SHOWN GUY
PE1	9	PINUS ELLIOTTII	SLASH PINE	15' HT. X 7' SPRD.; 4" CAL.; STRAIGHT TRUNKS	SPACE AS SHOWN GUY
QV	7	QUERCUS VIRGINIANA	LIVE OAK	14'–16' HT X 4'–5' SPR., 4" CAL.	SPACE AS SHOWN GUY
UA	18	ULMUS AMERICANA 'ALLEE'	ALLEE ELM	12'–14' HT., 5'–6' SPRD., 4" CAL.	SPACE AS SHOWN GUY
SHRUBS					
MC	176	MUHLENBERGIA CAPPILLARIS	PINK MUHLY GRASS	30" HT., 30" SPRD. FULL, 3 GAL.	30" O.C.
MF	47	MYRICA FRAGRANS	SIMPSON'S STOPPER	40" HT., 30" SPRD. FULL, 7 GAL.	42" O.C.
SR	54	SERENOA REPENS	SAW PALMETTO	30" HT. x 24" SPRD., FULL, 7 GAL.	48" O.C.
ST	32	SCHEFFLERA ARBICOLA 'TRINETTE'	DWARF VAR. SCHEFFLERA	24" HT. x 24" SPRD., FULL, 3 GAL.	30" O.C.
VO	32	VIBURNUM ODORATISSIMA	SWEET VIBURNUM	30" HT. x 24" SPRD., FULL, 7 GAL.	30" O.C.
GROUNDCOVERS					
LM	118	LIRIOPE MUSCARI 'EMERALD GODDESS'	BORDER GRASS	12" OA., FULL, 1 GAL.	24" O.C.
TA	92	TRACHELOSPERMUM ASIATICUM	ASIAN JASMINE	MIN. 12 RUNNERS; FULL ; 1 GAL.	18" O.C.
ZP	60	ZAMIA PUMILA	COONTIE	24" O.A., FULL, 3 GAL.	24" O.C.
SOD					
	SEE PLANS	PASPALUM NOTATUM	BAHIA GRASS	SOLID, FREE OF PESTS AND DISEASES	FIELD VERIFY QTY.
MULCH					
	SEE PLANS	PINE BARK MINI–NUGGETS	PINE BARK MINI–NUGGETS MULCH	SOLID, FREE OF PESTS AND DISEASES	FIELD VERIFY QTY.

GALLONAGE LISTINGS ARE FOR REFERENCE ONLY. CONTRACTOR TO MEET SIZES SPECIFIED.

LANDSCAPE PLANTING AND CONTRACTOR NOTES:

1. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL FREE OF PESTS AND DISEASES.
2. ALL PLANTS SHALL BE FLORIDA NO. 1 OR BETTER, AS GRADED IN FLORIDA GRADES AND STANDARDS FOR NURSERY PLANTS.
3. ALL PLANTS ARE SUBJECT TO APPROVAL BY THE LANDSCAPE ARCHITECT AND OWNER BEFORE, DURING, AND AFTER INSTALLATION.
4. ALL SINGLE-TRUNKED TREES SHALL BE STRAIGHT TRUNKED WITH ONE CENTRAL LEADER AND HAVE A FULL, DENSE CROWN.
5. ALL TREES SHALL BE STAKED AND GUYED AS SHOWN IN PLANTING DETAILS.
6. ALL MULCH PLANTING AREAS SHALL BE A MINIMUM OF 3" IN DEPTH.
7. ALL PLANTING AREAS SHALL HAVE A MINIMUM OF 3" TOPSOIL.
8. ALL TREES SHALL BE FREE OF OPEN WOUNDS AND WOUND SCARS IN THE CLEAR TRUNK AREA.
9. ANY SYNTHETIC BURLAP AND/OR WIRE BASKETS MUST BE TOTALLY REMOVED PRIOR TO INSTALLATION OF PLANT MATERIAL. IF NATURAL BURLAP IS USED, IT MAY BE TURNED DOWN 1/3 OF THE ROOTBALL.
10. TREES SHALL NOT BE PLACED WITHIN 7' OF ANY FIRE PROTECTION EQUIPMENT AND NOT WITHIN 5' OF ANY UTILITIES.
11. TREES SHALL NOT BE PLACED WHERE THEY WILL OBSCURE ANY VIEWS TO TRAFFIC, PEDESTRIANS OR SIGNAGE. CONTRACTOR TO FIELD ADJUST TREE LOCATIONS TO AVOID CONFLICTS. IF PLANTING IS QUESTIONABLE; CONTRACTOR TO CONTACT LANDCAPE ARCHITECT OR OWNER'S REPRESENTATIVE TO DISCUSS RELOCATION.
12. CONTRACTOR SHALL TAKE CARE TO PROTECT ALL TREES AND LANDSCAPING MATERIAL WITHIN PROJECT LIMITS AS WELL AS EXISTING TREES IMMIDIATELY ADJACENT TO PROJECT LIMITS. IF THE EXISTING LANDSCAPE, TREES OR OTHER RELATED MATERIALS ARE IMPACTED DURING LANDSCAPE INSTALLATION THEN THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REPLACEMENTS, AS WELL AS, ALL OTHER ASPECTS OF REMEDIATION INCLUDING BUT NOT LIMITED TO: TREES, SHRUBS, GROUNDCOVERS, SOD, AND ANY OTHER MATERIALS IMPACTED BY CONSTRUCTION.
13. SOIL CONDITIONS MAY VARY THROUGHOUT THE SITE AND CONTRACTOR TO SHALL PROVIDE PROPER EQUIPMENT FOR PROPER EXCAVATION.
14. CONTRACTOR SHALL INCLUDE THE COSTS OF EXCAVATION, DISPOSAL OF EXCESS MATERIALS, BACKFILL, SOIL AMENDMENTS, SPECIAL BED PREPERATION, MULCH, TREE STAKING AND GUYING, FERTILIZER, WATERING FOR PLANT ESTABLISHMENT, SITE CLEAN-UP AND MAINTAINENCE WITHIN BID NUMBER.
15. CONTRACTOR SHALL SOD ALL DAMAGED GRASS AREAS DISTURBED DURING CONSTRUCTION. SEE LANDSCAPE SPECIFICATIONS FOR SOD INSTALLATION.
16. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING, IN FULL, ALL LANDSCAPE PLANTING AREAS, UNTIL THE JOB IS ACCEPTED IN FULL BY THE OWNER. "IN FULL" MEANS WATERING, PEST CONTROL, MULCHING, MOWING, FERTILIZING AND RESETTING TREES THAT ARE OUT OF PLUMB.
17. THE LANDSCAPE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL INSTALLED PLANT MATERIAL FOR A PERIOD OF ONE CALENDAR YEAR BEGINNING ON THE DATE OF 100% COMPLETION. ANY AND ALL REQUIRED PLANT REPLACEMENTS SHALL BE MADE PROMPTLY AND AT NO ADDITIONAL COST TO THE OWNER.
18. THE LANDSCAPE CONTRACTOR SHALL STAKE THE LOCATIONS OF ALL PLANT MATERIAL AND PLANTING BED LINES FOR REVIEW BY THE LANDSCAPE ARCHITECT AND OWNER.
19. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL WRITTEN PLANT QUANITIES PRIOR TO INITIATION OF THE WORK. IN THE EVENT THAT THE PLANS CONTRADICT THE PLANT LIST, THE PLANS SHALL RULE.
20. THE LANDSCAPE CONTRACTOR SHALL BE FAMILIAR WITH AND ACCEPT THE EXISTING SITE CONDITIONS PRIOR TO INITIATION OF THE WORK. ANY VARIATION FROM THE SPECIFIED WORK SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.
21. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES, DRAINAGE STRUCTURES, CURBS, SIDEWALKS, AND ANY OTHER OBJECTS WHICH MIGHT BE DAMAGED DURING THE WORK.
22. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ANY AND ALL NECESSARY REPAIRS TO DAMAGE CAUSED BY HIS WORK AT NO ADDITIONAL COST TO THE OWNER OR LANDSCAPE ARCHITECT.
23. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, AND FOLLOWING ALL APPLICABLE LOCAL CODES PERTAINING TO THE PROJECT DURING THE COURSE OF THEIR WORK.
24. ALL TREES PLANTED IN THE RIGHT OF WAY AND WITHIN 10' OF PUBLIC SIDEWALKS MUST BE INSTALLED WITH ROOT BARRIERS THAT EXTEND AT AT LEAST 3' BELOW PROPOSED GRADE.
25. NO TREES OR BUSHES SHALL BE PLACED ON TOP OF OR IN CLOSE PROXIMITY TO PUBLIC UTILITIES THAT WILL IMPACT UTILITIES AT MATURITY.
26. ALL TREES (INCLUDING STREET TREES) PLANTED DURING VERTICAL CONSTRUCTION SHALL NOT BE PLACED IN CLOSE PROXIMITY TO PUBLIC UTILITIES THE WILL IMPACT THAT WILL IMPACT UTILITIES AT MATURITY. IF PLACED CLOSE TO UTILITIES DUE TO OTHER CONSTRAINTS, A 60" ROOT BARRIER SHALL BE INSTALLED.

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SIGNATURE AND DATED SEAL



CHRISTOPHER D RICE LA-6667122

CONSULTANTS

OCOEE OAKS

DRAWING TITLE
LANDSCAPE PLANT LIST AND DETAILS

REV.	DESCRIPTION	DATE
1.	CITY COMMENTS	09/25/23
2.	CITY COMMENTS	10/26/23
3.	CITY COMMENTS	11/27/23
4.	CITY COMMENTS	12/14/23

PROJECT ADDRESS

OWNER NAME AND ADDRESS

PROJECT NO.	22-087
PHASE	CONSTRUCTION DOCUMENTS
SCALE	NO SCALE
FILE NAME	C4D FILE
DRAWN BY	LS
CHECKED BY	CR
DATE	06-13-2023

L-500

IRRIGATION PLAN CITY NOTES:

1. 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.
2. THIS PROJECT, INCLUDING BOTH HORIZONTAL AND VERTICAL CONSTRUCTION , SHALL INCORPORATE 'WATERSENSE' PLUMBING FIXTURES AND 'ENERGYSTAR' APPLIANCES AS REQUIRED BY CHAPTER 175 OF THE CITY OF OCOEE'S CODE OF ORDINANCES.
3. DEVELOPER / CONTRACTOR SHALL COORDINATE WITH UTILITIES DEPARTMENT FOR WATER CONSERVATION INSPECTION OF PLUMBING AND IRRIGATION SYSTEM BY CALLING 407-905-3159.

4. * ALL STREET TREES TO BE INSTALLED AND IRRIGATED AT TIME OF EACH LOT CONSTRUCTION ALL REMAINING LANDSCAPE IN TRACTS AND COMMON AREAS TO BE INSTALLED WITH SITE INFRASTRUCTURE.

IRRIGATED AREA CALCULATIONS

TOTAL AREA = 19,633 sf
HIGH IRRIGATION VOLUME = 0
LOW IRRIGATION VOLUME = 8,283 SF
NON-IRRIGATION = 11,350 SF
(BAHIA GRASS)

EACH LOT SHALL PLANT TREES REFLECTING THE MINIMUM REQUIREMENTS OF THE CITY OF OCOEE'S ARBOR CODE

S89°40'41"W 615.41'(P)
N89°37'46"E 615.00'(C)
N LINE OF THE S 550' OF THE NW 1/4 OF THE NW 1/4 OF THE NE 1/4 OF SECTION 21
15' DRAINAGE & UTILITY EASEMENT
15' DRAINAGE & UTILITY EASEMENT(TP)
CLARKE ROAD
N0°00'36"E 550.01'(C)
SUBJECT PARCEL
OFFICIAL RECORDS BOOK 6461, PAGE 2055
PARCEL ID: 21-22-28-0000-00-001
OWNER: CALATLANTIC HOMES OF ORLANDO, CORP INC
ADDRESS: 201 SOUTH CLARKE ROAD
OCOEE, FL 34761
12.57 ± ACRES
WORK LIMIT LINE
WORK LIMIT LINE
WORK LIMIT LINE
PARK / OPEN SPACE
1178.45'(M)
LS
SOLAR-SYNC SENSOR
1.1/4" MAINLINE
VALVE
TO BOOSTER IRRIGATION SYSTEM
4" SLEEVE
2" SLEEVE
2" SLEEVE
S LINE OF THE NW 1/4 OF THE NW 1/4 OF THE NE 1/4 OF SECTION 21
S89°40'50"W 282.92'(C)
N LINE OF THE SW 1/4 OF THE NW 1/4 OF THE NE 1/4 OF SECTION 21
N89°40'50"E 208.12'(C)
N89°45'20"E 208.12'(D)
48" ROOT BARRIER ALONG UTILITY LINES
48" ROOT BARRIER ALONG UTILITY LINES AND CURB
TYPICAL LOT TREE
TYPICAL LOT TREE
18
17
6
3
ROBYN'S GLENN ROAD
MATCH LINE
MATCH LINE
MATCH LINE
MATCH LINE
MATCH LINE
MATCH LINE
0' 15' 30' 60'
SCALE: 1"=30'-0"
NORTH

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MBE 0000753
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OWNER NAME AND ADDRESS

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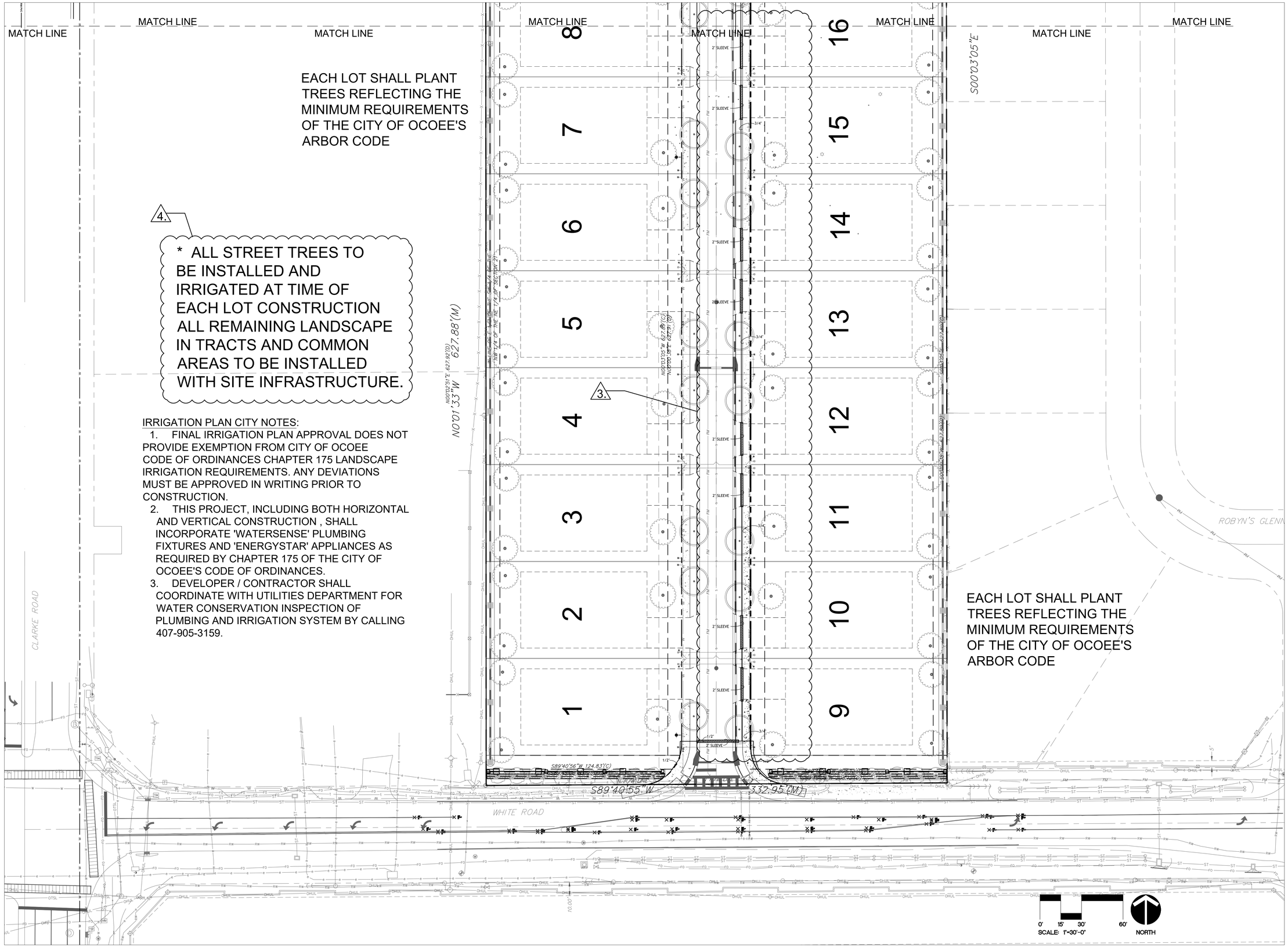
I-100



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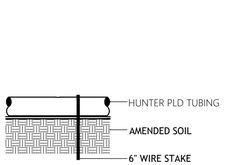
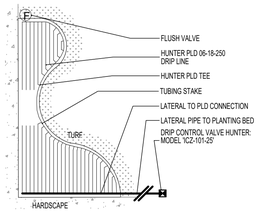
I-101

IRRIGATION DETAILS



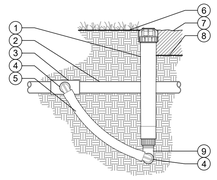
A TYPICAL DRIP TUBE BED
SCALE: N.T.S.



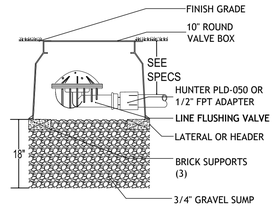
B TYPICAL DRIP TUBE BED
SCALE: N.T.S.

LEGEND:

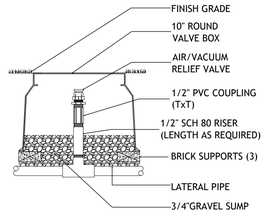
1. ECO INDICATOR - ECOID
2. LATERAL PIPE PER PLAN
3. FPT CONNECTION FROM LATERAL
4. SPIRAL BARB ELBOW - HSBE-XXX
5. FLEX$_{60}$ TUBING - FLEXSG
6. FINISHED GRADE IN TURF
7. ADJACENT MULCH
8. FINISHED GRADE IN PLANTER BED
9. MARLEX STREET ELBOW



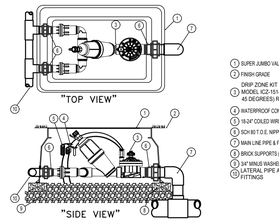
C ECO INDICATOR WITH FLEX TUBING
SCALE: N.T.S.



D FLUSH VALVE AUTOMATIC
SCALE: N.T.S.

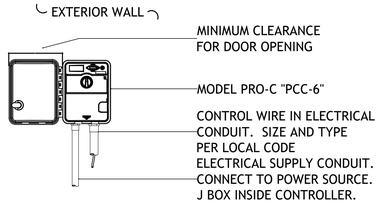


E AIR RELIEF PVC RISER
SCALE: N.T.S.



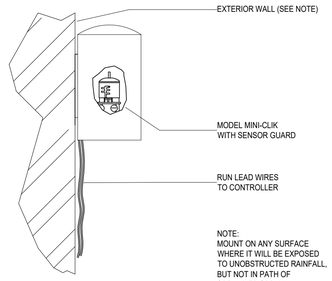
F ICZ-101-40 DRIP CONTROL KIT
SCALE: N.T.S.

1 DRIP IRRIGATION DETAILS



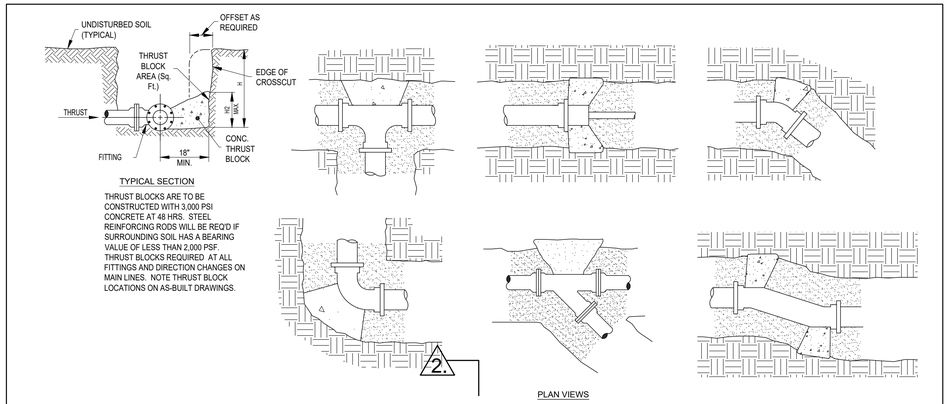
NOTE
SPECIFY 4, 6 OR 8 STATION MODEL CONTROLLER.
MOUNT CONTROLLER WITH LCD SCREEN AT EYE LEVEL.
CONTROLLER SHALL BE HARD-WIRED TO GROUNDED 110 VAC SOURCE.

2 CONTROLLER DETAIL

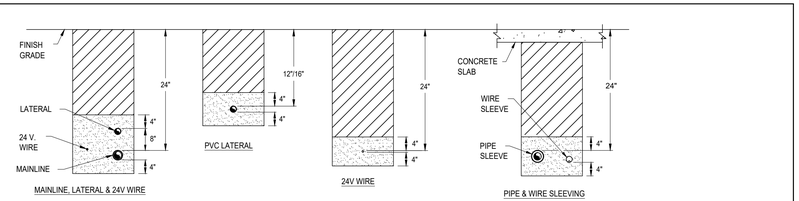


NOTE:
MOUNT ON ANY SURFACE WHERE IT WILL BE EXPOSED TO UNOBSTRUCTED RAINFALL, BUT NOT IN PATH OF SPRINKLER SPRAY.

3 SOLAR-SYNC RAIN/WIND SENSOR WITH GAURD



4 THRUST BLOCK DETAILS



NOTES:
1. BEDDING SHALL BE PLACED AND LEVELED PRIOR TO INSTALLATION OF BURY ITEM.
2. BACKFILL SHALL BE PLACED IN MAXIMUM 6" LIFTS.
3. SLEEVE ALL PIPE AND WIRE SEPARATELY. SLEEVE 2 X DIA. OF PIPE (MIN 2"). ONE PIPE PER SLEEVE. SLEEVES TO BE PRIMED AND SOLVENT WELDED.
4. ALL PIPE TO BE INSTALLED PER MANUFACTURES SPECIFICATIONS WITH PIPE LABELING FACING UP FOR INSPECTION PURPOSES. PROVIDE A MINIMUM OF 2" CLEARANCE TO SIDE OF TRENCH AND BETWEEN PIPES.
5. ALL 120 V. WIRING SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODE REQUIREMENTS.
6. TAPE AND BUNDLE IRRIGATION CONTROL WIRES EVERY 10'. PROVIDE LOOSE 20" LOOP AT ALL CHANGES OF DIRECTION OVER 30".
7. ALL REMOTE CONTROL VALVE WIRING NOT INSTALLED WITH MAINLINE PIPE SHALL BE INSTALLED IN A MINIMUM 2" SCHEDULE 40 GREY ELECTRICAL CONDUIT OR AS APPROVED.
8. "NON-POTABLE" WARNING TAPE TO BE INSTALLED ON ALL PRESSURIZED MAINLINES 12" ABOVE THE PIPE.
9. INSTALL ONE ADDITIONAL SLEEVE SIZED TO MATCH THE LARGEST REQUIRED SLEEVE WITH ENDS TAPED FOR FUTURE USE.
10. SLEEVES TO EXTEND A MINIMUM OF 12" PAST HARDSCAPE PLANTERS, CURBS, SIDEWALKS, ETC. SLEEVES TO BE STAGGERED/OFFSET SO THAT SLEEVE USE IS NOT OBSTRUCTED BY OTHER PIPES.
11. WHERE PRESSURE SUPPLY PIPING IS INSTALLED WITHOUT CONTROL WIRING, A 14 GA. TRACKING WIRE SHALL BE INSTALLED.

5 TRENCHING DETAILS

IRRIGATION NOTES

1) REFER TO THE LANDSCAPE PLANS WHEN TRENCHING TO AVOID TREES AND SHRUBS.

2) ALL MAINLINE PIPING SHALL BE BURIED TO A MINIMUM DEPTH OF 18" OF COVER. ALL LATERAL PIPING SHALL BE BURIED TO A MINIMUM DEPTH OF 12" OF COVER.

3) ALL POP-UP ROTORS AND SPRAY HEADS SHALL BE INSTALLED USING AN 18" P.V.C. FLEX PIPE CONNECTION. DO NOT USE FUNNY PIPE.

4) ADJUST ALL NOZZLES TO REDUCE WATER WASTE ON HARD SURFACES AND BUILDING WALLS.

5) THROTTLE ALL VALVES ON SHRUB LINES AS REQUIRED TO PREVENT FOGGING.

6) ABSOLUTELY NO RISERS SHALL BE USED ON THIS PROJECT.

7) ALL CONTROL WIRE SPLICES SHALL BE MADE IN VALVE BOXES USING SNAP-TITE CONNECTORS AND SEALANT.

8) THE CONTRACTOR SHALL PREPARE AN AS-BUILT DRAWING ON A REPRODUCIBLE PAPER (SEPIA OR MYLAR) SHOWING ALL INSTALLED IRRIGATION. A MYLAR OR SEPIA OF THE ORIGINAL PLAN MAY BE OBTAINED FROM THE LANDSCAPE ARCHITECT FOR A FEE. THE DRAWING SHALL LOCATE ALL MAINLINE AND VALVES BY SHOWING EXACT MEASUREMENTS FROM HARD SURFACES.

9) ALL VALVES, GATE VALVES AND QUICK COUPLERS SHALL BE INSTALLED IN VALVE BOXES.

10) ANY PIPING SHOWN OUTSIDE THE PROPERTY LINE OR RUNNING OUTSIDE A LANDSCAPE AREA IS SHOWN THERE FOR CLARITY ONLY. ALL LINES SHALL BE INSTALLED ON THE PROPERTY AND INSIDE THE LANDSCAPE AREAS.

11) THE EXACT HEIGHT OF ANY 12" POP-UP THAT IS SHOWN IN A SHRUB BED SHALL BE DETERMINED BY THE LANDSCAPE ARCHITECT IN THE FIELD.

12) THE CONTRACTOR SHALL EXERCISE CARE SO AS NOT TO DAMAGE ANY EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE REPAIRS AND COST OF ANY DAMAGE CAUSED BY HIS WORK.

13) ALL WORK SHALL BE GUARANTEED FOR ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE AGAINST ALL DEFECTS IN EQUIPMENT AND WORKMANSHIP.

14) CONTRACTOR TO USE MIN. OF 12 GAUGE WIRE FOR ALL COMMON WIRES AND 14 GAUGE WIRE FOR ALL CONTROL WIRES. CONTRACTOR ALSO TO PROVIDE 3 SPARE CONTROL WIRES FOR ANY FUTURE USE.

15) CONCRETE THRUST BLOCKS ARE TO BE UTULIZED AT ALL MAINLINE DIRECTION CHANGES.

16) ALL IRRIGATION SHOWN ON PLANS IS SCHEMATIC AND DOES NOT REFLECT ALL FITTINGS AND APPURTENANCES WHICH SHALL BE INCLUDED TO PROVIDE A FULLY FUNCTIONAL IRRIGATION SYSTEM CAPABLE OF PROVIDING 100 PERCENT COVERAGE WITH A 50 PERCENT OVERLAP.

17) ALL IRRIGATION DISTRIBUTION EQUIPMENT SHOWN ON PLANS SHALL BE A MINIMUM OF 6" FROM ANY PAVED SURFACES

EQUIPMENT LIST

SYMBOL	DESCRIPTION	QUANTITY
— —	DRIP LINE - HUNTER INDUSTRIES 'HDL-18-06'	+/- 3,000 LF
□	6" POP-UP SPRAY - HUNTER INDUSTRIES 'PROS-06-PRS40' W/PCN BUBBLER NOZZLES	30
	HUNTER 'PGV' SERIES ELECTRIC VALVE WITH ACCU-SET PRESSURE REGULATOR 1"	2
	HUNTER 'ICZ-101-40' SERIES DRIP CONTROL ELECTRIC VALVE WITH ACCU-SET PRESSURE REGULATOR 1"	2
C	HUNTER PRO-C 6 STATION CONTROLLER, 120VOLT INSTALL WITH A SOLAR-SYNC SENSOR AND BY-PASS BOX. GROUND WITH AN 8' COPPER CLAD ROD.	1
	HUNTER "SOLAR-SYNC" EVAPOTRANSPIRATION SENSOR	1
	1" RE-USE IRRIGATION METER TO PROVIDE 80 GPM AT 40 PSI	1 (BY OWNER)
	1-1/4" GATE VALVE	1
———	LATERAL LINE SIZE PER PLAN	SEE PLAN
------	1-1/4" MAINLINE CLASS 200 P.V.C. SIZE PER PLAN	SEE PLAN
	SLEEVING - SCH. 40 P.V.C. MIN. DEPTH OF 24"	SEE PLAN

BORRELLI + PARTNERS
ARCHITECTURE PLANNING LANDSCAPE INTERIOR
450 SOUTH ORANGE AVENUE, SUITE 900
ORLANDO, FL 32801 (407) 418-1338

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SIGNATURE AND DATED SEAL



CHRISTOPHER D RICE LA-6667122

CONSULTANTS

OCOEE OAKS

DRAWING TITLE: IRRIGATION DETAILS

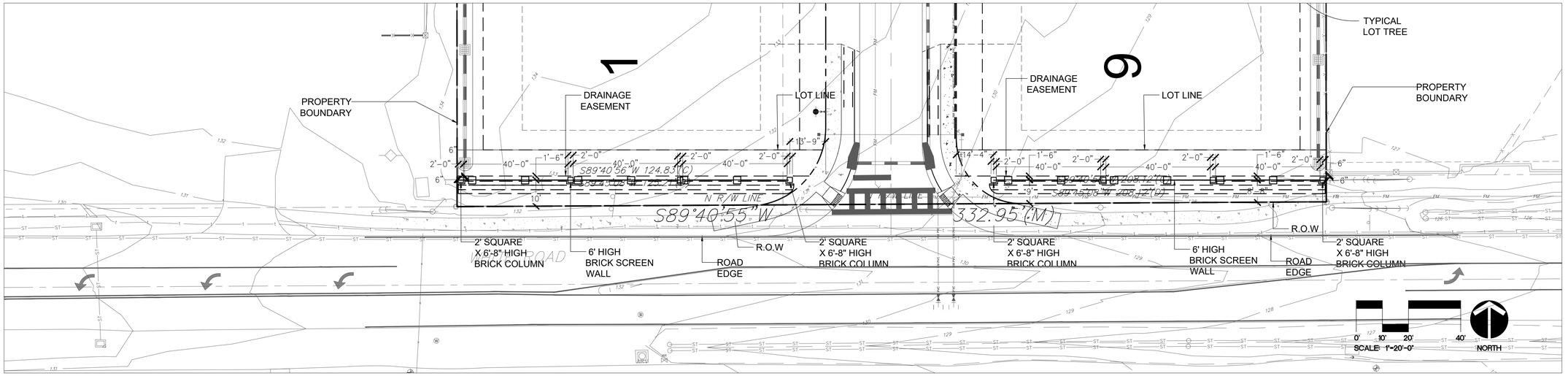
PROJECT ADDRESS

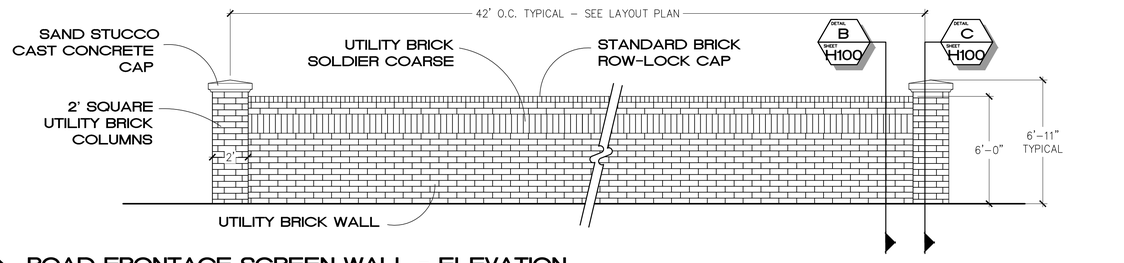
OWNER NAME AND ADDRESS

REV.	DESCRIPTION	DATE
1.	CITY COMMENTS	09/25/23
2.	CITY COMMENTS	10/26/23
3.	CITY COMMENTS	11/27/23
4.	CITY COMMENTS	12/14/23

PROJECT NO.	22-087
PHASE	CONSTRUCTION DOCUMENTS
SCALE	NO SCALE
FILE NAME	CAD FILE
DRAWN BY	LS
CHECKED BY	CR
DATE	06-13-2023

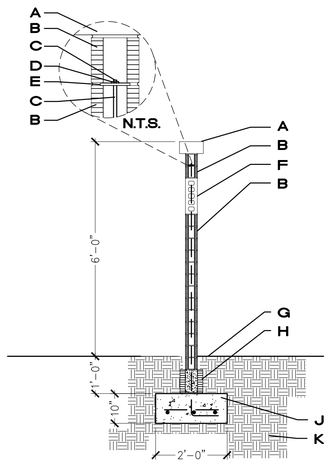
I-500





A ROAD FRONTAGE SCREEN WALL - ELEVATION

SCALE: 1/4"=1'-0"



SCREEN WALL NOTES

A. STANDARD (3"x4"x8") BRICK CAP IN ROWLOCK PATTERN.

B. 6'-0" HIGH 4-INCH UTILITY BRICK (4"X4"X12") WALL.

C. 1- 1/2" THREADED STEEL ROD 36" O.C. AND END CONDITIONS TENSION TO 75 POUNDS MAX.

D. FLAT WASHER AND NUT SET, TENSION TO 110 FOOT/POUNDS.

E. 2-1/2" X 8" LONG X 3/16" THICK GALVANIZED STEEL REACTION PLATE DRILL 7/8" DIA. HOLE AT CENTER.

F. 4-INCH UTILITY BRICK (4"X4"X12") IN SOLDIER COURSE

G. FINISHED GRADE

H. 8"x8"x16" CONCRETE BLOCK STEM WALL. FILL ALL CELLS WITH CONCRETE. ALLOW TO CURE FOR 4 DAYS MIN.

J. 10" THICK X 24" WIDE 3000 PSI CONC. FOOTER W/ 2-#5 REBAR CONT. & 1- #5 @ 24" O.C. TRANSVERSE

K. CLEAN BACKFILL COMPACTED TO 95% PROCTOR DENSITY.

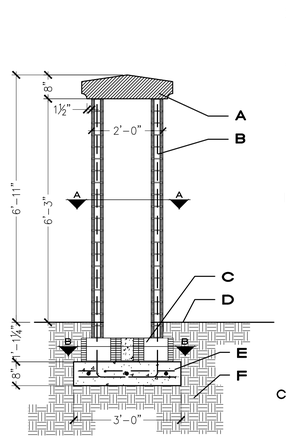
** THE STRUCTURES DEPICTED TO BE OWNED AND MAINTAINED BY THE "OCOEE OAKS" HOME OWNERS ASSOCIATION.
** UTILIZE DURA-WIRE ON BRICK WALL EVERY OTHER COARSE.
** ALL STEEL TO BE GRADE #60.
** ALL MORTAR TO BE TYPE 'S'.

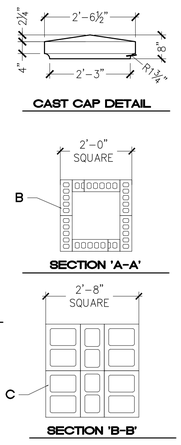
THE STRUCTURES DEPICTED MEET THE REQUIREMENTS FOR THE 2020 FLORIDA BUILDING CODE:

**** WIND LOAD REQUIREMENTS = 135 MPH.
**** WIND IMPORTANCE FACTOR AND BUILDING CATEGORY = 1.0
**** WIND EXPOSURE = CATEGORY "B"
**** INTERNAL PRESSURE COEFFICIENT = N/A (FOR BUFFER AND RETAINING WALLS)
**** WIND PRESSURE FOR EXTERIOR CLADDING = 10 P.S.F.

B TYPICAL SCREEN WALL - SECTION

SCALE: 1/2"=1'-0"





WALL COLUMN NOTES

A. CAST CONCRETE CAP DETAIL. ATTACH TO TOP OF COLUMN UTILIZING MASONRY TIES AND RAKED MORTAR BED. APPLY 5/8" THICK STUCCO IN SAND FINISH AND PAINT WHITE.

B. 24" SQ. - 4-INCH UTILITY BRICK (4"X4"X12") COLUMN WITH 1- #5 REBARE IN EACH CORNER. FILL CELLS WITH MORTAR.

C. 2'-8" SQUARE 8"x8"x16" AND 8"X12"X16" CONCRETE BLOCK BASE WITH 1-#5 REBARE VERTICAL IN EACH CORNER. FILL ALL CELLS WITH CONCRETE. ALLOW TO CURE FOR 4 DAYS MIN.

D. FINISH GRADE.

E. 8" THICK X 36" WIDE 3000 PSI CONC. FOOTER W/ 3-#5 REBAR EACH DIRECTION AND 1- #5 VERTICAL REBAR IN CENTER.

F. CLEAN BACKFILL COMPACTED TO 95% PROCTOR DENSITY.

** THE STRUCTURES DEPICTED TO BE OWNED AND MAINTAINED BY THE "HAMMOCK RESERVE" HOME OWNERS ASSOCIATION.
** UTILIZE DURA-WIRE ON BRICK WALL EVERY OTHER COARSE.
** ALL STEEL TO BE GRADE #60.
** ALL MORTAR TO BE TYPE 'S'.

THE STRUCTURES DEPICTED MEET THE REQUIREMENTS FOR THE 2007 FLORIDA BUILDING CODE:

**** WIND LOAD REQUIREMENTS = 120 MPH.
**** WIND IMPORTANCE FACTOR AND BUILDING CATEGORY = 1.0
**** WIND EXPOSURE = CATEGORY "B"
**** INTERNAL PRESSURE COEFFICIENT = N/A (FOR BUFFER AND RETAINING WALLS)
**** WIND PRESSURE FOR EXTERIOR CLADDING = 10 P.S.F.

C TYPICAL WALL COLUMN - SECTION

SCALE: 1/2"=1'-0"

BORRELLI + PARTNERS
ARCHITECTURE PLANNING LANDSCAPE INTERIOR
MBE CERTIFIED
210 VASSAR STREET
ORLANDO, FL 32804 (407) 418-1338

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SIGNATURE AND DATED SEAL

CHRISTOPHER D RICE LA-6667122

CONSULTANTS

OCOEE OAKS

DRAWING TITLE: HARDSCAPE PLAN AND DETAILS

REV.	DESCRIPTION	DATE	PROJECT ADDRESS
1.	CITY COMMENTS	08/25/23	
2.	CITY COMMENTS	10/26/23	
3.	CITY COMMENTS	11/27/23	OWNER NAME AND ADDRESS
4.	CITY COMMENTS	12/14/23	

PROJECT NO.	22-087
PHASE	CONSTRUCTION DOCUMENTS
SCALE	AS NOTED
FILE NAME	CAD FILE
DRAWN BY	LS
CHECKED BY	CR
DATE	06-13-2023

H-100

LEGAL DESCRIPTION:

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

PARCEL A:

THE EAST 3.00 ACRES OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 28 EAST, RUN S 00°00'38" W. ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 627.89 FEET TO THE NORTH RIGHT-OF-WAY LINE OF WHITE ROAD; THENCE S 89°45'08" W. ALONG SAID RIGHT- OF-WAY LINE A DISTANCE OF 208.12 FEET; THENCE N 00°00'38" E. A DISTANCE OF 627.91 FEET TO A POINT OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, THENCE N. 89°45'20" E. A DISTANCE OF 208.12 FEET TO THE POINT OF BEGINNING.

PARCEL B:

THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, LESS THE EAST 3.00 ACRES, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 28 EAST; RUN S. 89°45'20" W. ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 208.12 FEET TO THE NORTHWEST CORNER OF THE EAST 3.00 ACRES OF THE EAST 1/2 OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 FOR A POINT OF BEGINNING; THENCE SOUTH 00°00'38" W. ALONG THE WEST LINE OF SAID EAST 3.00 ACRES, A DISTANCE OF 627.91 FEET A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WHITE ROAD; THENCE SOUTH 89°45'08" W. A DISTANCE OF 123.21 FEET TO A POINT ON THE WEST LINE OF SAID EAST 1/2; THENCE N. 00°02'51" E. A DISTANCE OF 627.92 FEET TO THE NORTHWEST CORNER OF SAID EAST 1/2; THENCE N. 89°45'20" E. A DISTANCE OF 124.80 FEET TO THE POINT OF BEGINNING.

PARCEL C:

THE SOUTH 550 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, LESS THE WEST 25 FEET THEREOF AND LESS ROAD RIGHT OF WAY ON WEST.

SURVEYOR'S NOTES:

(1) THIS MAP OF BOUNDARY & TOPOGRAPHIC SURVEY IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.

(2) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE MEASURED EAST LINE OF THE SUBJECT PARCEL, BEING SOUTH 00°03'05" EAST.

(3) THE "LEGAL DESCRIPTION" HEREON IS IN ACCORD WITH THE INSTRUMENT OF RECORD FURNISHED BY THE CLIENT.

(4) ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 AND ARE BASED OFF OF THE FOLLOWING ORANGE COUNTY BENCHMARKS: BM# L972016, EL=131.322' & BM# L972011, EL=129.179'

(5) UNLESS OTHERWISE NOTED OR SHOWN HEREON, APPARENT AND/OR UNOBSTRUCTED, ABOVE GROUND IMPROVEMENTS WERE LOCATED. UNDERGROUND IMPROVEMENTS, SUCH AS FOUNDATIONS AND UTILITIES, WERE NOT LOCATED.

(6) THE CLASSIFICATION USE OF THE LAND, PURSUANT TO THE MINIMUM TECHNICAL STANDARDS SET FORTH IN RULE CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, FLORIDA STATUTES 472.027, IS COMMERCIAL/HIGH RISK. THE MINIMUM RELATIVE DISTANCE ACCURACY OF THIS MAP OF BOUNDARY SURVEY ACHIEVES OR EXCEEDS ONE FOOT IN 10,000 FEET.

(7) THE LANDS SHOWN HEREON LIE IN ZONE "X" , DEFINED AS AREAS TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 12095C0210H, MAP REVISED: SEPTEMBER 24, 2021.

WE HAVE EXAMINED THE FURNISHED COMMITMENT TO INSURE TITLE, COMMITMENT NO. 5570620, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, EFFECTIVE DATE: APRIL 28, 2022. THOSE INSTRUMENTS INCLUDED IN "SCHEDULE B-II", OF THE COMMITMENT HAVE BEEN EXAMINED AND ARE REFLECTED HEREON TO THE EXTENT THEY AFFECT THE LANDS SURVEYED.

SCHEDULE B-II EXCEPTIONS:

3) RESOLUTION NO. 85-3 RECORDED MARCH 4, 1985 IN BOOK 3613, PAGE 2368. (AS TO PARCELS A, B AND C)
AFFECTS THE SUBJECT PROPERTY AND NOTHING TO PLOT

4) ORANGE COUNTY/PRIMA VISTA UTILITY COMPANY, INC. SEWER SERVICE TERRITORIAL AGREEMENT, CONTRACT NO. S-87-8 RECORDED JUNE 10, 1987 IN BOOK 3894, PAGE 1363; FIRST AMENDMENT RECORDED FEBRUARY 23, 1994 IN BOOK 4702, BOOK 2589; SECOND AMENDMENT RECORDED DECEMBER 7, 1999 IN BOOK 5896, PAGE 3531; AND THIRD AMENDMENT RECORDED JANUARY 11, 2002 IN BOOK 6432, PAGE 2130. (AS TO PARCELS A, B AND C)
AFFECTS THE SUBJECT PROPERTY AND NOTHING TO PLOT

5) ORANGE COUNTY/CITY OF OCOEE WATER SERVICE TERRITORIAL AGREEMENT, CONTRACT NO. W-88-06 RECORDED OVEMBER 23, 1988 IN BOOK 4034, PAGE 291 AND RECORDED AUGUST 1, 1989 IN BOOK 4102, PAGE 367; FIRST AMENDMENT RECORDED FEBRUARY 23, 1994 IN BOOK 4702, PAGE 2576; SECOND AMENDMENT RECORDED JANUARY 11, 2002 IN BOOK 6432, PAGE 2116 AND THIRD AMENDMENT RECORDED JANUARY 11, 2002 IN BOOK 6432, PAGE 2130. (AS TO PARCELS A, B AND C)
AFFECTS THE SUBJECT PROPERTY AND NOTHING TO PLOT

6) Ordinance No. 88-19 recorded February 22, 1990 in Book 4159, Page 2859. (As to Parcels A and B)
AFFECTS THE SUBJECT PROPERTY AND NOTHING TO PLOT

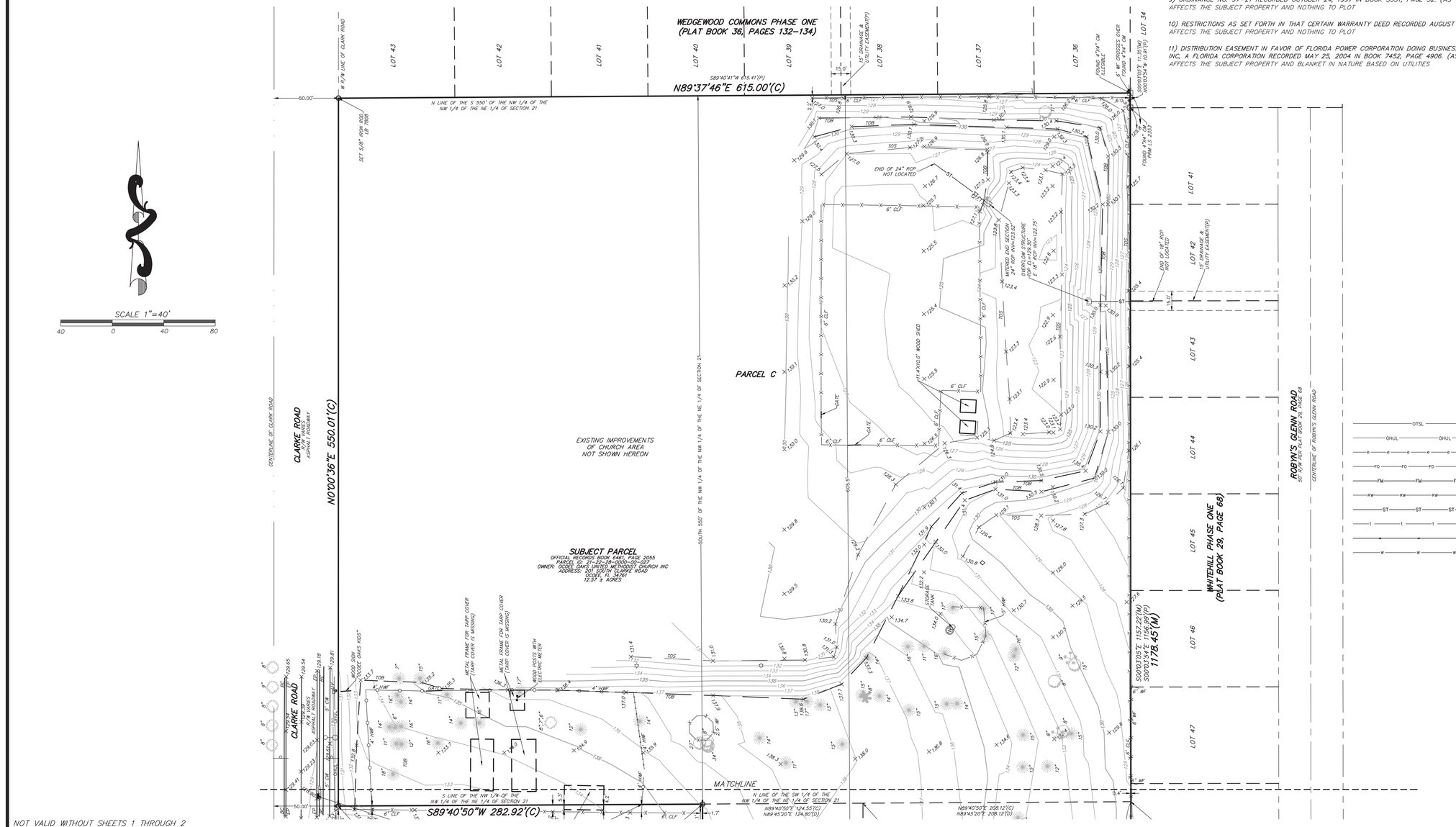
7) ANNEXATION HOLD HARMLESS AGREEMENT BY AND BETWEEN REFORMED PRESBYTERIAN CHURCH AND THE CITY OF OCOEE, A MUNICIPAL CORPORATION RECORDED FEBRUARY 22, 1990 IN BOOK 4159, PAGE 2861. (AS TO PARCEL B)
AFFECTS THE SUBJECT PROPERTY AND NOTHING TO PLOT

8) AGREEMENT REGARDING CLARK ROAD (METHODIST CHURCH DISTRICT) BY AND BETWEEN METHODIST CHURCH DISTRICT BOARD OF MISSIONS AND CHURCH EXTENSION OF ORLANDO DISTRICT., INC., A FLORIDA NON-PROFIT CORPORATION AND THE CITY OF OCOEE, A MUNICIPAL CORPORATION RECORDED JULY 1, 1991 IN BOOK 4301, PAGE 4124. (AS TO PARCEL C)
AFFECTS THE SUBJECT PROPERTY AND NOTHING TO PLOT

9) ORDINANCE NO. 97-21 RECORDED OCTOBER 24, 1997 IN BOOK 5351, PAGE 32. (AS TO PARCEL C)
AFFECTS THE SUBJECT PROPERTY AND NOTHING TO PLOT

10) RESTRICTIONS AS SET FORTH IN THAT CERTAIN WARRANTY DEED RECORDED AUGUST 30, 2000 IN BOOK 6077, PAGE 2481.
AFFECTS THE SUBJECT PROPERTY AND NOTHING TO PLOT

11) DISTRIBUTION EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION DOING BUSINESS AS PROGRESS ENERGY FLORIDA, INC, A FLORIDA CORPORATION RECORDED MAY 25, 2004 IN BOOK 7452, PAGE 4906. (AS TO PARCEL C)
AFFECTS THE SUBJECT PROPERTY AND BLANKET IN NATURE BASED ON UTILITIES


WEDGEWOOD COMMONS PHASE ONE
(PLAT BOOK 36, PAGES 132-134)
LOT 43
LOT 42
LOT 41
LOT 40
LOT 39
LOT 38
LOT 37
LOT 36
LOT 34
S89°40'41"W 615.41'(P)
N89°37'46"E 615.00'(C)
W R/W LINE OF CLARK ROAD
N LINE OF THE S 550' OF THE NW 1/4 OF THE NW 1/4 OF THE NE 1/4 OF SECTION 21
50.00'
SET 5/8" IRON ROD LB 7808
15' DRAINAGE & UTILITY EASEMENT(TYP)
FOUND 4"x4" CM ILLEGIBLE
0.4' W. OF CROSSES OVER FOUND 4"x4" CM
N00°03'54"E 10.91'(M)
FOUND 4"x4" CM PRM LS 7355
END OF 24" RCP NOT LOCATED
RIM=122.75'
RIM=121.52'
MITERED END SECTION
OVERFLOW STRUCTURE
24" RCP IN=121.52'
18" RCP IN=122.75'
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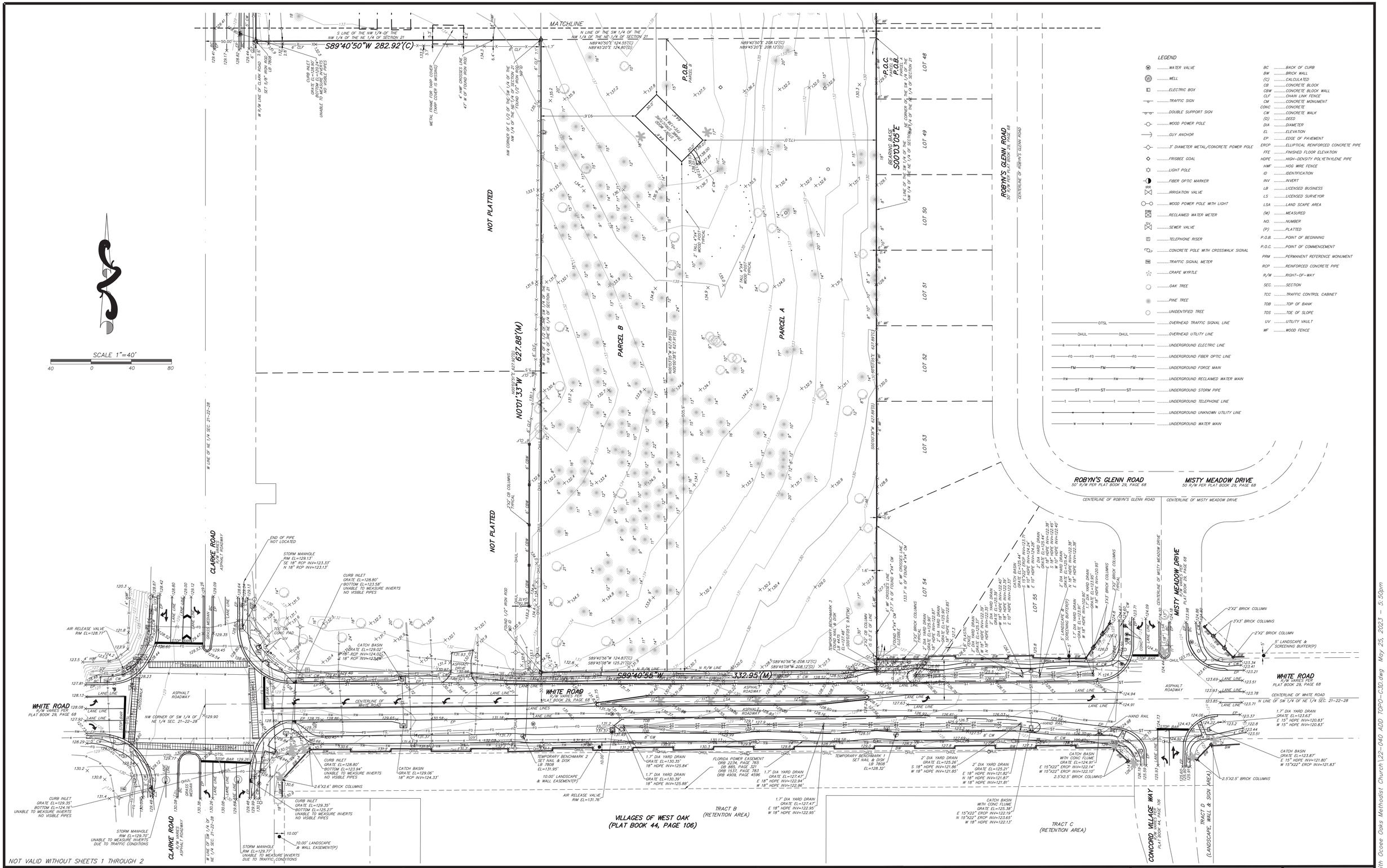
RIM



LEGEND

- WATER VALVE
- WELL
- ELECTRIC BOX
- TRAFFIC SIGN
- DOUBLE SUPPORT SIGN
- WOOD POWER POLE
- GUY ANCHOR
- 3" DIAMETER METAL/CONCRETE POWER POLE
- FRISBEE GOAL
- LIGHT POLE
- FIBER OPTIC MARKER
- IRRIGATION VALVE
- WOOD POWER POLE WITH LIGHT
- RECLAIMED WATER METER
- SEWER VALVE
- TELEPHONE RISER
- CONCRETE POLE WITH CROSSWALK SIGNAL
- TRAFFIC SIGNAL METER
- CRAPE MYRTLE
- OAK TREE
- PINE TREE
- UNIDENTIFIED TREE
- OTSL — OVERHEAD TRAFFIC SIGNAL LINE
- OHUL — OVERHEAD UTILITY LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND FIBER OPTIC LINE
- FM — UNDERGROUND FORCE MAIN
- RW — UNDERGROUND RECLAIMED WATER MAIN
- ST — UNDERGROUND STORM PIPE
- UNDERGROUND TELEPHONE LINE
- UNDERGROUND UNKNOWN UTILITY LINE
- W — UNDERGROUND WATER MAIN

BC ..... BACK OF CURB
BW ..... BRICK WALL
(C) ..... CALCULATED
CB ..... CONCRETE BLOCK
CBW ..... CONCRETE BLOCK WALL
CLF ..... CHAIN LINK FENCE
CM ..... CONCRETE MONUMENT
CONC ..... CONCRETE
CW ..... CONCRETE WALK
(D) ..... DEED
DIA ..... DIAMETER
EL ..... ELEVATION
EP ..... EDGE OF PAVEMENT
ERCP ..... ELLIPTICAL REINFORCED CONCRETE PIPE
FFE ..... FINISHED FLOOR ELEVATION
HDPE ..... HIGH-DENSITY POLYETHYLENE PIPE
HWF ..... HOG WIRE FENCE
ID ..... IDENTIFICATION
INV ..... INVERT
LB ..... LICENSED BUSINESS
LS ..... LICENSED SURVEYOR
LSA ..... LAND SCAPE AREA
(M) ..... MEASURED
NO. ..... NUMBER
(P) ..... PLATTED
P.O.B. ..... POINT OF BEGINNING
P.O.C. ..... POINT OF COMMENCEMENT
PRM ..... PERMANENT REFERENCE MONUMENT
RCP ..... REINFORCED CONCRETE PIPE
R/W ..... RIGHT-OF-WAY
SEC. ..... SECTION
TCC ..... TRAFFIC CONTROL CABINET
TOB ..... TOP OF BANK
TOS ..... TOE OF SLOPE
UV ..... UTILITY VAULT
WF ..... WOOD FENCE

NOT VALID WITHOUT SHEETS 1 THROUGH 2

DATE	BY	REVISIONS
05-19-2023	R.J.G.	ADDRESS COMMENTS

PEC | SURVEYING AND MAPPING, LLC
CERTIFICATE OF AUTHORIZATION NUMBER LB 7808
2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967
WWW.PECONLINE.COM dw@peconline.com

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY

LOCATED IN

SECTION 21, TOWNSHIP 22 SOUTH, RANGE 28 EAST

ORANGE COUNTY, FLORIDA

SHEET 2 OF 2

JOB NO.:	22-040
DATE:	06-08-2022
DRAWN BY:	R.J.G.
CHECKED BY:	D.A.W
F.B.	2439
PAGE(S)	18-53

G:\22-040 Landsmith Ocoee Oaks Methodist Church\22-040 ADD TOPO-C3D.dwg May 25, 2023 - 5:50pm

Serial Number
24-00647W

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 March 5, 2024
Ocoee Oaks Joint Venture

in the Court, was published in said newspaper by print in the

issues of 2/22/2024

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.

Lindsey Padgett

Sworn to and subscribed, and personally appeared by physical presence before me,

22nd day of February, 2024 A.D.

by Lindsey Padgett who is personally known to me.

Notary Public, State of Florida
Kimberly S. Martin (SEAL)
Comm.:HH 282034
Expires: July 25, 2026
Notary Public - State of Florida

CITY OF OCOEE
NOTICE OF PUBLIC HEARING TO CONSIDER THE OCOEE OAKS JOINT VENTURE LARGE-SCALE PRELIMINARY SUBDIVISION PLAN
CASE NUMBER: LS-2023-004

NOTICE IS HEREBY GIVEN, pursuant to Article IV, Section 4-4G, of the City of Ocoee Land Development Code that on **TUESDAY, MARCH 5, 2024, AT 6:15 P.M.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers located at 1 North Bluford Avenue, Ocoee, Florida, in order to consider the Large-scale Preliminary Subdivision Plan for the Ocoee Oaks Joint Venture Subdivision. The property is located in the southern 5.71-acre portion of the property addressed at 201 S. Clarke Road, assigned Parcel ID # 21-22-28-0000-00-027. It is generally located in the northeast corner of the South Clarke Road and White Road intersection. The property received rezoning approval by the City Commission from A-1 (General Agriculture District) to R-1A (Single Family Dwelling District) on October 4, 2022, for the proposed development of an 18-lot single-family residential subdivision.

Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file, including a complete legal description by metes and bounds, may be inspected at the Ocoee Planning Department located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays. The Ocoee City Commission may continue the public hearing to other dates and times, as it deems necessary. Any interested party shall be advised of the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearing, and no further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made at the public hearings will need a record of the proceedings and, for this purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.

February 22, 2024 24-00647W

STAFF REPORT

Meeting Date: March 5, 2024
Item #: 22

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Approval of Cambria Suites at Ocoee Large-Scale Preliminary Site Plan; Project No. LS-2023-010. (Zoning Manager Whitfield)

Background Summary:

Owner/Applicant: The applicant/property owner is Maguire Holding Group, LLC., as represented by Mr. Ruben Larrea.

General Location: The property is located in Commission District 3 and generally on the southwest corner of the Maine Street and South Bluford Avenue intersection.

Property Size and Parcel ID No.: The property contains approximately 2.6 acres and is assigned parcel ID number 20-22-28-0000-00-074.

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

Current Future Land Use Map Designation	Current Zoning District	Existing Land Use	Overlays/Unique Features
Commercial	C-2	Vacant with scattered trees	No unique features. Within Sub-Area 1 of Target Area 2 of the CRA

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

Direction	Jurisdiction	FLUM Designation	Zoning District	Existing Land Use
North	City	Commercial	C-2	Vacant wooded land
South	City	Commercial	C-3	Hotel use
East	City	Commercial	C-2	Child care use (under construction)
West	City	Commercial	C-3	Commercial retail & retention

Proposed Development: The proposed Cambria Suites at Ocoee Large-Scale Preliminary Site Plan consists of a 6-story hotel with 117 rooms and a 1,500 SF restaurant on the sixth (6th) floor. The property is zoned C-2 and is subject to the development standards of the C-2 zoning district. However, it is also located within Sub-

area 1 of Target Area 2 of the Community Redevelopment Area (CRA) and, as such, also benefits from the provisions of the CRA Target Areas Special Development Plan (SDP), which includes more flexible and alternative standards that allow for flexibility in design. The Target Areas SDP allows a minimum of zero (0) feet building setback in Sub-area 1 but does not have alternative parking and loading ratios for hotel uses. Therefore, the proposed Preliminary Site Plan includes a waiver table to request waivers as follows:

- Building Setback - North: from 25 feet to 9.79 feet
- Building Setback - West: from 25 feet to .61 feet
- Number of parking spaces: from 133 required spaces to 108 proposed spaces (based on a parking study attached). Per the applicant's parking study, anticipated parking demands are as follows: 75% occupancy rate (25% vacancy rate) for the hotel, 8 parking spaces for employees (based on work shifts), and 8 parking spaces for food and beverage use.
- Number of loading spaces: from 3 loading spaces to 1 loading space
- Maximum Building Height: from 5 stories to 6 stories

Staff supports the requested waivers since the vision for CRA Target Area 2, particularly with the planned wide-walks and round-about at Maine Street associated with the Bluford Streetscape Project, is for this area to be developed with suburban and urban land uses with a pedestrian-friendly environment and with buildings at maximum heights of 5 stories to 8 stories.

Stormwater: Stormwater will be provided on-site, and engineering for the retention pond will be reviewed during the Final Site Plan review.

Access: Access will be provided by a full driveway off of Maguire Road and a right-in/right-out driveway off of Maine Street. This development will also provide a vehicular interconnect to the existing hotel on the south.

Utilities: The Utilities Department has approved the proposed Preliminary Site Plan and provided guidance to the applicant for the utility engineering for the Final Site Plan.

Issue:

Should the Honorable Mayor and City Commissioners approve the Preliminary Large-Scale Site Plan for the Cambria Suites at Ocoee hotel development located on the property assigned parcel ID number 20-22-28-0000-00-074?

Recommendations:

Development Review Committee Recommendation

The DRC met on Tuesday, February 6, 2024, to consider this item and, following discussion, made a recommendation of approval of the Large-Scale Preliminary Site Plan for the Cambria Suites at Ocoee Hotel development subject to the following conditions:

1. The alignment and engineering of the driveway at Maine Street will not conflict with the round-about,
2. A development agreement may be considered to address the re-alignment of this driveway, if needed, during the final design and construction of the round-about and
3. Staff and the applicant will continue to look into additional parking options at the time of final site plan review or future projects in the area.

Planning and Zoning Commission (PZC) Recommendation

The PZC met on Tuesday, February 13, 2024, to consider this item. Discussion was relative to parking and the restaurant use. The applicant team stated that their client now owns the property directly across from this property on the north side of Maine Street and that should additional parking be needed in the future, they would have the means to provide such parking. Also, the applicant stated that the restaurant in the hotel

would be operated by the hotel and not a separate end user. Following discussion, the Planning and Zoning Commission made a recommendation of approval of the Large-Scale Preliminary Site Plan for the Cambria Suites at Ocoee Hotel development subject to the DRC Conditions of Approval.

Staff Recommendation
Staff recommends that the Honorable Mayor and City Commissioners approve the Preliminary Large-Scale Site Plan for the Cambria Suites at Ocoee Hotel development located on the property assigned parcel ID number 20-22-28-0000-00-074, subject to the following conditions:

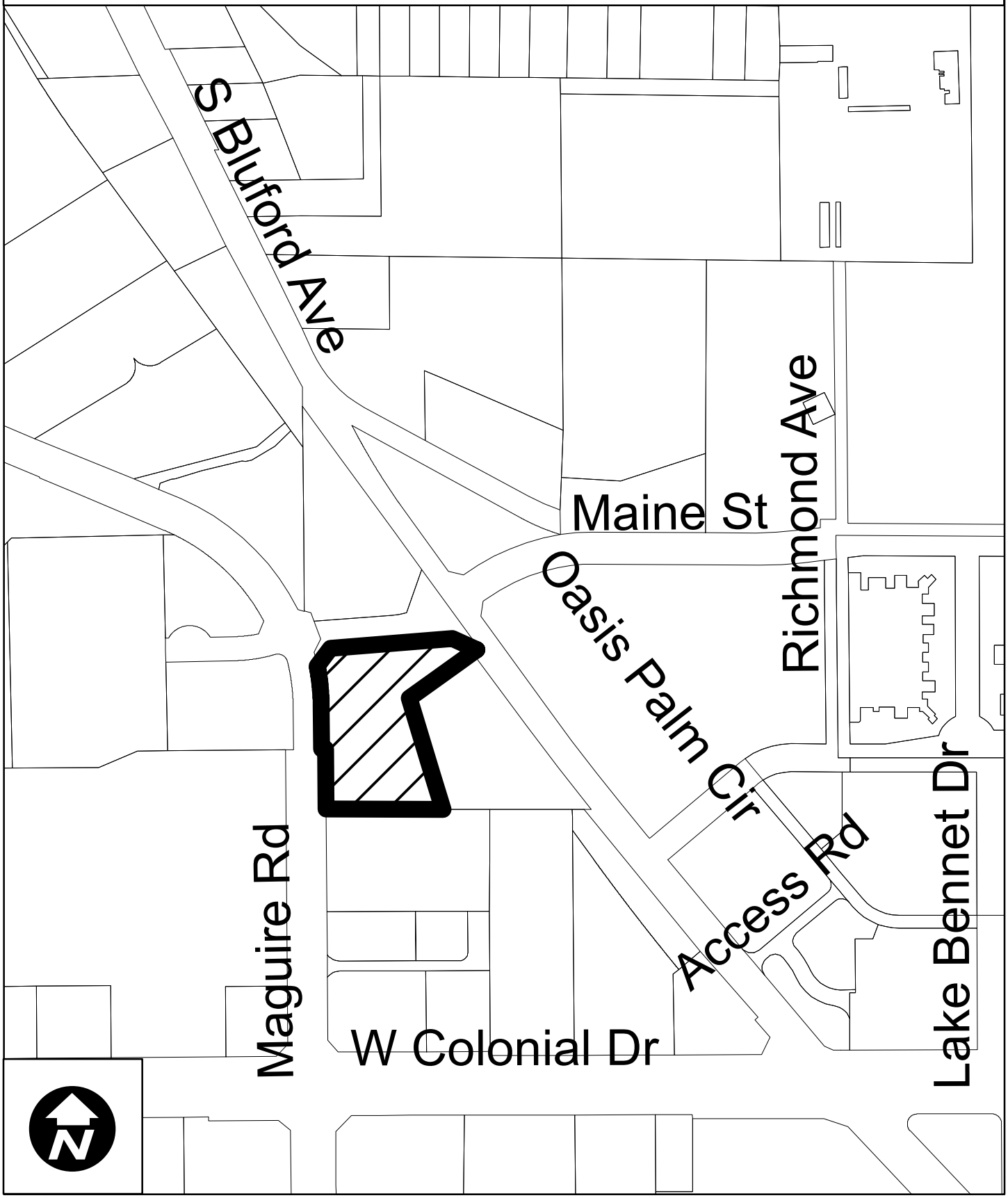
1. The alignment and engineering of the driveway at Maine Street will not conflict with the round-about,
2. A development agreement may be considered to address the re-alignment of this driveway, if needed, during the final design and construction of the round-about and
3. Staff and the applicant will continue to look into additional parking needs at the time of final site plan review or future projects in the area.

Attachments:
1. Location Map
2. Aerial Map
3. Surrounding FLUM
4. Surrounding Zoning
5. Preliminary Civil Plans
6. Maine St Driveway
7. Preliminary Landscape Plan
8. Rendering
9. Parking Study
10. Legal Ad

Financial Impacts:
N/A

Type of Item: Public Hearing

Cambria Suites Large-Scale Preliminary Site Plan
Location Map



Cambria Suites at Ocoee Large-Scale Preliminary Site Plan
2022 Aerial Photography

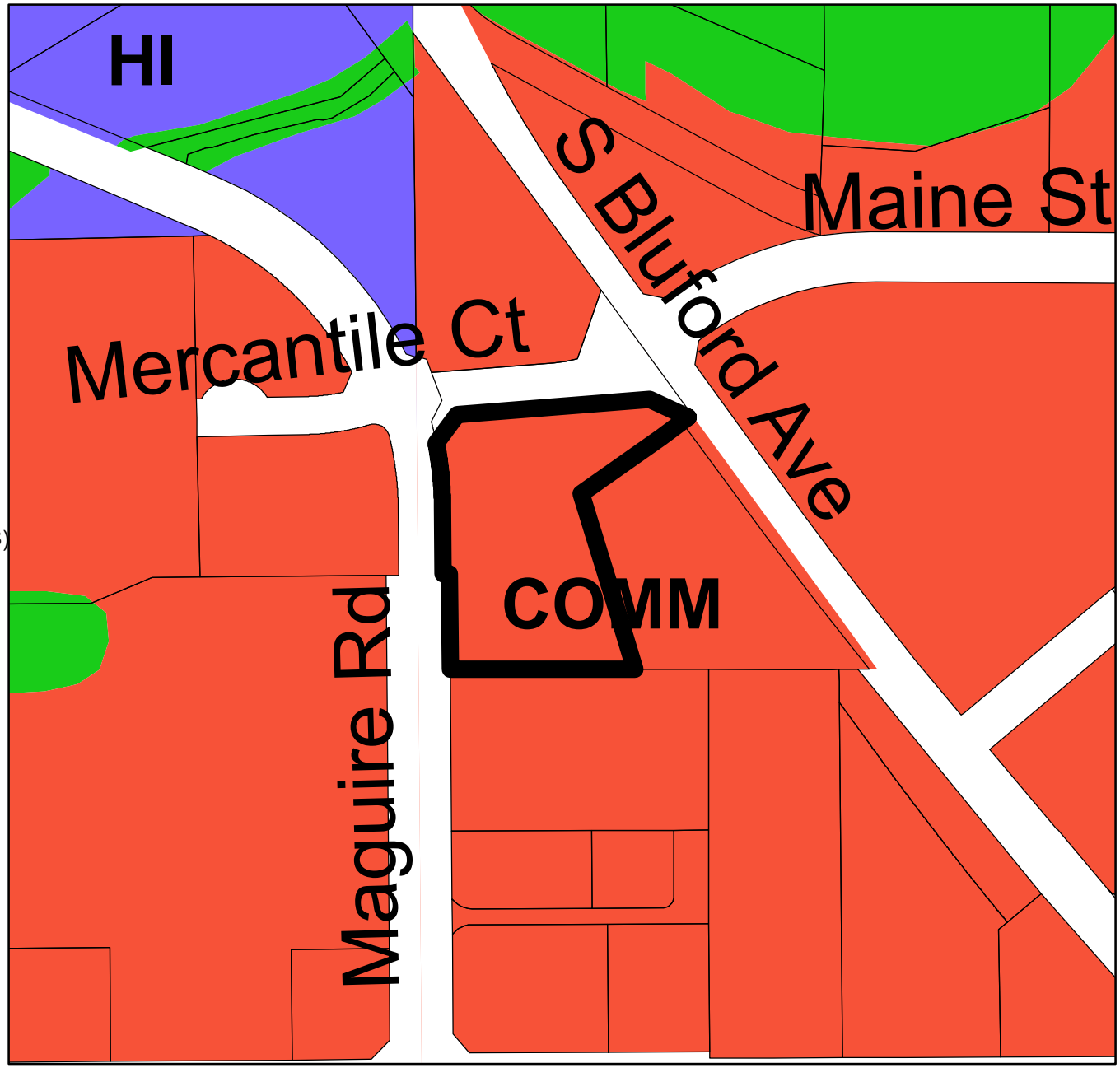


Cambria Suites Large-Scale Preliminary Site Plan
Surrounding Future Land Use Map

Development Services Department

0 60 120 240
Feet

Created: month year



Subject Property

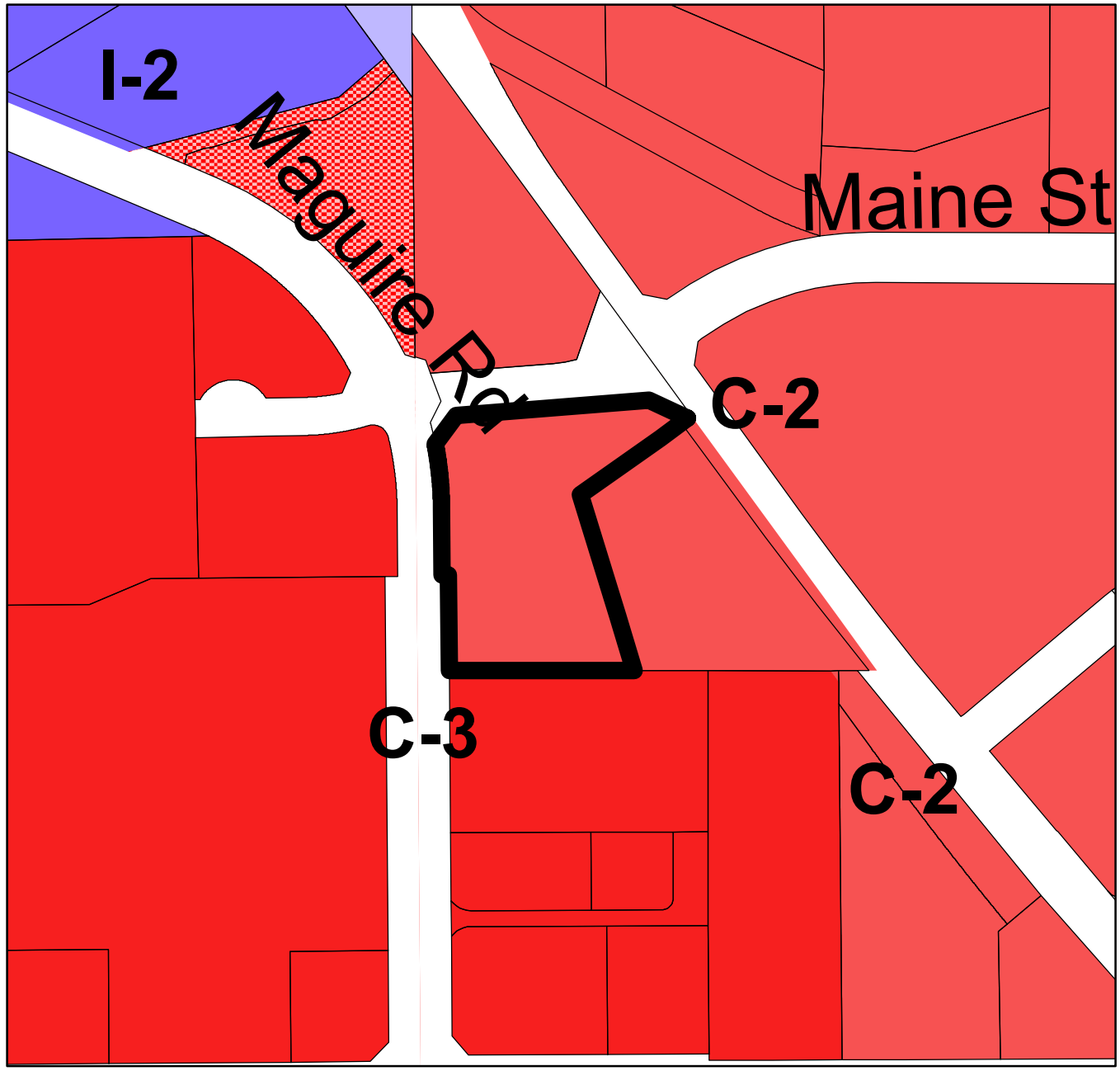
Future Land Use Classification:
- Low Density Residential (LDR)
- Medium Density Residential (MDR)
- High Density Residential (HDR)
- Professional Offices and Services (PS)
- Commercial (COMM)
- Light Industrial (LI)
- Heavy Industrial (HI)
- Conservation/Floodplains (CONS)
- Recreation and Open Space (REC)
- Public Facilities/Institutional (INST)

Cambria Suites Large-Scale Preliminary Site Plan
Surrounding Zoning Map

Development Services Department

0 60 120 240
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

PRELIMINARY SITE PLAN
FOR
CAMBRIA SUITES AT OCOEE

20-22-28-0000-00-074
924 MAGUIRE ROAD
OCOEE, FLORIDA 34761

STATEMENT OF OWNERSHIP:
THE PROPERTY AND ALL IMPROVEMENTS AS SHOWN ARE OWNED AND SHALL BE MAINTAINED BY MAGUIRE HOLDING GROUP, LLC.

GENERAL STATEMENT:
THE CHARACTER AND INTENDED USE OF THIS DEVELOPMENT SHALL BE THE CONSTRUCTION OF A 117-ROOM HOTEL ALONG WITH THE ASSOCIATED UTILITIES, PARKING, ACCESS ROADS AND WATER MANAGEMENT FACILITIES.

SITE DATA:

PROJECT NAME:	CAMBRIA SUITES AT OCOEE
ADDRESS:	924 MAGUIRE ROAD OCOEE, FL 34761
OWNER ADDRESS:	4725 W. SAND LAKE ROAD, SUITE 200 ORLANDO, FL 32819
TELEPHONE:	(407) 955-4455

ZONING/LAND USE DATA:

ZONING:	C-2
FUTURE LAND USE:	COMM (COMMERCIAL)
PROPOSED USE:	117-ROOM HOTEL
NUMBER OF STORIES:	SIX
PROPOSED MAX. BUILDING HEIGHT:	75 FEET
PROPOSED FAR:	0.702
PROPOSED BUILDING COVERAGE:	12.01% *
PHASING:	ONE PHASE
VEGETATION:	CLEARED SITE
WATER SERVICE:	CITY OF OCOEE UTILITIES
WASTEWATER SERVICE:	CITY OF OCOEE UTILITIES
SOILS:	20-IMMOKALEE FINE SAND 46-TAVARES FINE SAND
STORMWATER MANAGEMENT:	PROPOSED ON SITE WET DETENTION POND
FIRE:	CITY OF OCOEE FIRE STATION #25
SITE AREA:	113,898 SF=2.615 ACRES
IMPERVIOUS:	66,413 SF=1.525 ACRES AT 58.31%
BUILDING:	13,676 SF=0.314 ACRES AT 12.01% *
BUILDING (ALL FLOORS):	79,902 SF AT 70.15%
PAVEMENT/SIDEWALKS:	52,737 SF=1.211 ACRES AT 46.30%
MAXIMUM IMPERVIOUS ALLOWED:	79,729 SF=1.830 ACRES AT 70%
PERVIOUS:	39,908 SF=0.916 ACRES AT 35.04%
WATER SURFACE:	7,577 SF=0.174 ACRES AT 6.65%
OPEN SPACE (MINIMUM REQUIRED):	34,169 SF=0.784 ACRES AT 30%

SETBACKS/BUFFERS:

	REQUIRED:	PROVIDED:
FRONT (NORTH) (MAINE STREET):	25 FEET/15 FEET	9.79 FEET/26.92 FEET
FRONT (WEST) (MAGUIRE ROAD):	25 FEET/15 FEET	0.61 FEET/15 FEET
SIDE (EAST):	10 FEET/5 FEET	58.43 FEET/5 FEET
REAR (SOUTH):	20 FEET/5 FEET	286.83 FEET/5.28 FEET

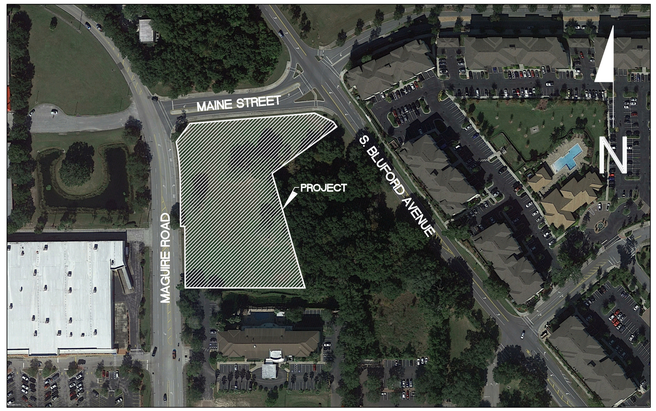
PARKING REQUIREMENTS:

PARKING REQUIRED:	
HOTEL:	ONE SPACE PER ROOM PLUS ONE SPACE PER THREE EMPLOYEES PLUS ONE SPACE PER SIX RESTAURANT SEATS (1.0)(117)+(1.0)(24/3)+(1.0)(45/6)=136 SPACES
TOTAL:	133 SPACES
REGULAR SPACES PROVIDED:	103
HANDICAPPED SPACES PROVIDED:	5
TOTAL SPACES PROVIDED:	108 SPACES

UTILITY COMPANIES:

POWER:	DUKE ENERGY 452 E. CROWN POINT ROAD WINTER GARDEN, FL 33787 (407) 905-3321
SEWER:	CITY OF OCOEE UTILITIES JAMIE CROTEAU, UTILITIES DIRECTOR (407) 905-3159 jcroteau@ocoee.org
WATER:	CITY OF OCOEE UTILITIES JAMIE CROTEAU, UTILITIES DIRECTOR (407) 905-3159 jcroteau@ocoee.org
TELEPHONE:	AT&T-SOUTHEAST 450 N. GOLDENROD ROAD ORLANDO, FL 32807 (407) 380-0938
GAS:	LAKE APOPKA NATURAL GAS 1320 WINTER GARDEN-VINELAND ROAD WINTER GARDEN, FL 34778 (407) 656-2734

* EXCLUDES AWNINGS/OVERHANGS



LOCATION MAP
NTS
SECTION 20, TOWNSHIP 22, RANGE 28

OWNER:
MAGUIRE HOLDING GROUP, LLC
MR. RUBEN LARREA
4725 W. SAND LAKE ROAD, SUITE 200
ORLANDO, FL 32819
(407) 955-4455
ruben@atlantikosgroup.com

REQUESTED DEVIATIONS TO THE LAND DEVELOPMENT CODE (WAIVER TABLE)

DESCRIPTION	CODE SECTION	CODE REQUIREMENT	PROPOSED	DEVIATION	JUSTIFICATION
BUILDING SETBACK-NORTH	TABLE 5-2	25 FEET	9.79 FEET	3.4%	BUILDING CLOSER TO STREET IN URBAN FORM PREFERABLE.
BUILDING SETBACK-WEST	TABLE 5-2	25 FEET	0.61 FEET	60.8%	BUILDING CLOSER TO STREET IN URBAN FORM PREFERABLE.
# OF PARKING SPACES	SECTION 6-4G(1)(c)	133 SPACES	108 SPACES	18.8%	PLEASE SEE SEPARATE REPORT.
# OF LOADING SPACES	SECTION 6-5B(1)	3 SPACES	1 SPACES	66.7%	LOADING SPACES NOT NEEDED FOR USE.
BUILDING HEIGHT	CRA TARGET AREAS SPECIAL DEV. PLAN SUB AREA 1 TARGET AREA 2	5 STORIES	6 STORIES	20%	LOADING SPACES NOT NEEDED FOR USE.

mitch collins, pe, inc.
801 east south street
orlando, fl 32801
p. 407.850.8557
c. 407.448.8979
mitchcollins@
mitchcollinspe.com

LEGAL DESCRIPTION:

WRITTEN BY SURVEYOR:

A PORTION OF LAND LYING THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 SECTION 20, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, THENCE N00°28'58"W ALONG THE WEST LINE OF SECTION 20, TOWNSHIP 22 SOUTH, RANGE 28 EAST, A DISTANCE OF 691.70 FEET; THENCE S89°57'05"E ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF MAGUIRE ROAD FOR A POINT OF BEGINNING; THENCE THE FOLLOWING (5) COURSES ALONG SAID EAST RIGHT-OF-WAY LINE (1) THENCE N00°28'58"W A DISTANCE OF 149.79 FEET; (2) THENCE S89°31'02"W A DISTANCE OF 10.00 FEET; (3) THENCE N00°28'58"W A DISTANCE OF 106.76 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 560.27 FEET, A CHORD BEARING OF N05°35'49"W, A CHORD DISTANCE OF 99.89 FEET, (4) RUN THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°13'44", A DISTANCE OF 100.02 FEET; (5) THENCE N36°44'50"E A DISTANCE OF 55.77 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MAINE STREET; THENCE N85°13'13"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 305.15 FEET; THENCE CONTINUE S65°08'13"E ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 49.78 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH BLUFORD AVENUE; THENCE CONTINUE S36°04'33"E ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 15.04 FEET; THENCE S54°04'52"W A DISTANCE OF 195.01 FEET TO THE NORTHWEST CORNER OF OFFICIAL RECORD DOCUMENT #20230166746, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S16°05'38"E ALONG THE WEST LINE OF SAID OFFICIAL RECORD DOCUMENT #20230166746, A DISTANCE OF 290.12 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE N89°57'05"W ALONG SAID SOUTH LINE, A DISTANCE OF 292.08 FEET TO THE POINT OF BEGINNING.

ENGINEER:
MITCH COLLINS, P.E., INC.
801 E. SOUTH STREET
ORLANDO, FL 32801
(407) 850-8557
mitchcollins@mitchcollinspe.com

ARCHITECT:
CONSTRUCTION AND DESIGN GROUP OF FLORIDA
1615 EDGEWATER DRIVE, SUITE 200A
ORLANDO, FL 32804
(407) 753-9901
dparsons@cdgfla.com

SURVEYOR:
ACCURIGHT SURVEYS OF ORLANDO, INC.
2012 E. ROBINSON STREET
ORLANDO, FL 32803
(407) 894-6314
geri@accurightsurveys.net

LANDSCAPE ARCHITECT:
MAGLEY DESIGN
1817 EAST WASHINGTON STREET
ORLANDO, FL 32803
(407) 758-9456
katymagley@magleydesign.com

Digitally signed by bronson mitchell collins
Date: 2024.02.05 13:19:56 -05'00'

BRONSON MITCHELL COLLINS * LICENSE No 54608 * STATE OF FLORIDA * PROFESSIONAL ENGINEER *

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MITCH COLLINS, P.E. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

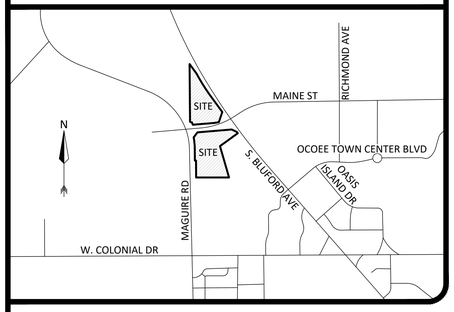
MITCH COLLINS, P.E.# 54608, STATE OF FLORIDA, C.A.# 9523 — DATE

INDEX OF DRAWINGS

SHT. NO.	DESCRIPTION
	COVER SHEET
1	BOUNDARY AND TOPOGRAPHIC SURVEY
2	BOUNDARY AND TOPOGRAPHIC SURVEY (CONTINUED)
3	BOUNDARY AND TOPOGRAPHIC SURVEY (CONTINUED)
D-1	DEMOLITION PLAN
C-0	OVERALL SITE PLAN
C-1	SITE LAYOUT PLAN
C-2	GRADING AND DRAINAGE PLAN
C-3	EROSION CONTROL PLAN
C-4	WATER UTILITY PLAN
C-5	SANITARY UTILITY PLAN
C-5A	FORCE MAIN PLAN/PROFILE
C-5B	FORCE MAIN PLAN/PROFILE (CONTINUED)
~~C-6~~	~~DETAILS AND NOTES~~
~~C-7~~	~~DETAILS AND NOTES~~
~~C-8~~	~~DETAILS AND NOTES~~
~~C-9~~	~~LIFT STATION DETAILS~~
L1	CONCEPTUAL PLANTING PLAN
~~L2~~	~~LANDSCAPE PLANTING PLAN~~
~~L3~~	~~LANDSCAPE IRRIGATION PLAN~~
~~L4~~	~~DETAILS AND NOTES~~

MAP OF SURVEY

VICINITY MAP (NOT TO SCALE)



DESCRIPTION

PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY'S COMMITMENT NO. 332443 A5, EFFECTIVE: MAY 12, 2017

ALL THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, LYING WEST OF THE VACATED FLORIDA MIDLAND RAILWAY, AND MORE PARTICULARLY DESCRIBED: BEGINNING AT A POINT IN THE SECTION LINE ON THE WEST SIDE OF SAID SECTION 20, AT A POINT 10 CHAINS NORTH OF THE SOUTHWEST CORNER OF SAID SECTION, RUN EAST 9 CHAINS MORE OR LESS TO RIGHT OF WAY OF THE VACATED FLORIDA MIDLAND RAILWAY; THENCE IN A NORTHWESTERLY DIRECTION ALONG SAID RIGHT OF WAY TO NORTH BOUNDARY OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE WEST TO SECTION LINE TO THE POINT OF BEGINNING. LESS RIGHT OF WAY FOR MAGUIRE ROAD AS RECORDED IN O.R. BOOK 1294, PAGE 767 AND IN O.R. BOOK 6138, PAGE 3157, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND

THAT PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, LYING WEST OF VACATED RAILROAD RIGHT OF WAY.

AND

A TRACT OF LAND LYING 30.00 FEET EITHER SIDE OF THE CENTERLINE OF SEABOARD COASTLINE RAILROAD AND EAST OF THE WEST SECTION LINE OF SECTION 20, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, SAID CENTERLINE DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 22 SOUTH, RANGE 28 EAST, THENCE RUN N. 00 DEGREES 12'54" W. 1646.47 FEET ALONG THE WEST SECTION LINE FOR A POINT OF BEGINNING; THENCE S. 35 DEGREES 51'24' E. 705.94 FEET TO THE POINT OF TERMINATION. LESS RIGHT OF WAY FOR STATE ROAD NO. 439.

LESS AND EXCEPT:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, THENCE RUN NORTH 00°12'54" WEST 691.70 FEET ALONG THE WEST LINE OF SECTION 20, TOWNSHIP 22 SOUTH, RANGE 28 EAST; THENCE SOUTH 89°40'46" EAST 342.08 FEET ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20 FOR A POINT OF BEGINNING; THENCE NORTH 15°49'19" WEST 290.12 FEET; THENCE NORTH 54°21'11" EAST 304.84 FEET; THENCE SOUTH 35°51'24" EAST 455.00 FEET; THENCE NORTH 89°40'46" WEST 310.00 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT:

A TRACT OF LAND LYING IN SECTION 20, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND BEING PART OF TAX PARCEL 20-22-28-0000-00-016, SAID TRACT BEING DESCRIBED AS FOLLOWS:

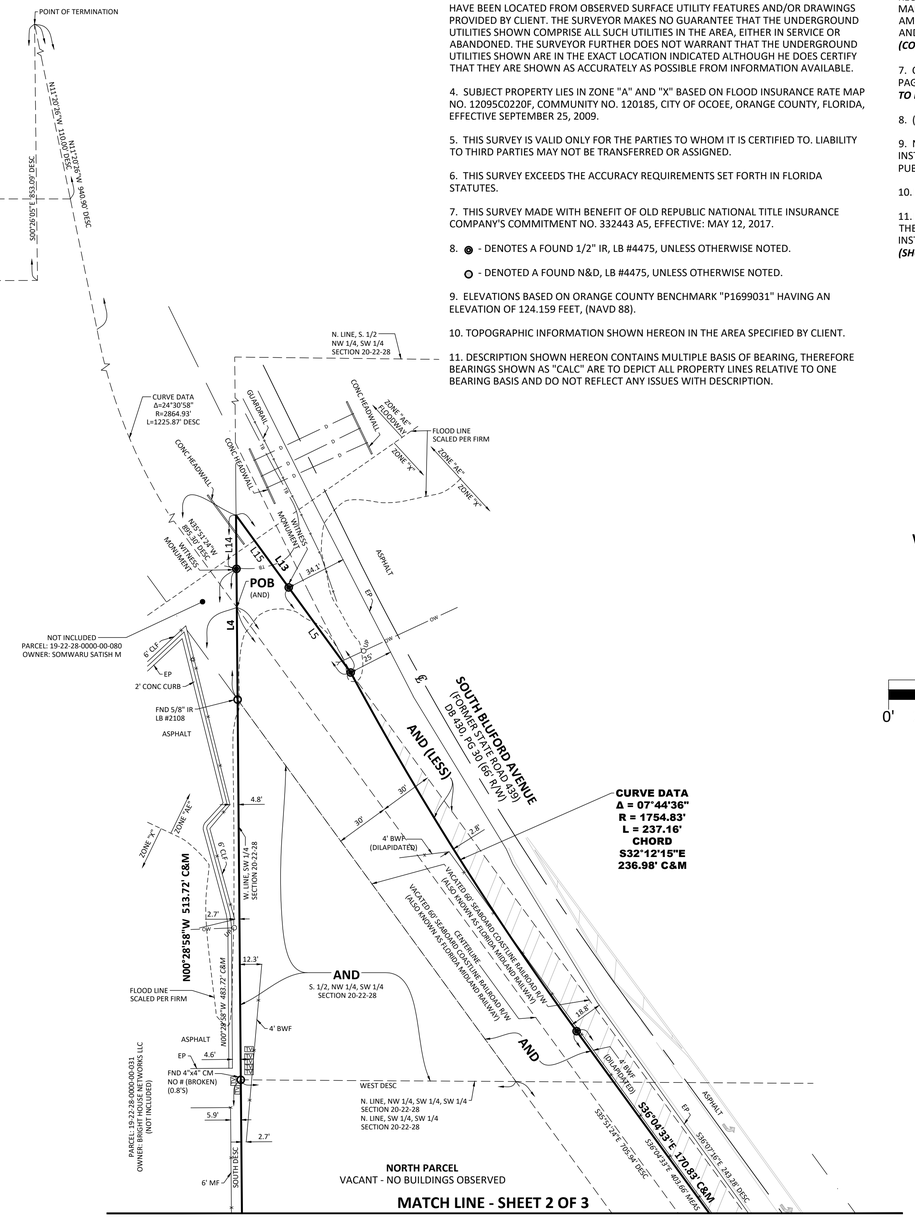
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 22 SOUTH, RANGE 28 EAST; THENCE RUN N 00°28'46" WEST, ALONG THE WESTERLY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 1047.57 FEET, THENCE, DEPARTING SAID WESTERLY LINE, RUN N 89°31'14" EAST, A DISTANCE OF 30.93 FEET TO THE POINT OF BEGINNING, BEING A POINT ON THE EASTERLY RIGHT-OF-WAY OF MAGUIRE ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 6138, PAGE 3157 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING ON A CURVE CONCAVE SOUTHWESTERLY, THENCE RUN NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY AND ALONG THE ARC OF SAID CURVE HAVING A RADIUS LENGTH OF 560.27 FEET, A CENTRAL ANGLE OF 03°31'27", AN ARC DISTANCE OF 34.46 FEET, A CHORD DISTANCE OF 34.46 FEET, AND A CHORD BEARING OF NORTH 12°33'55" WEST, THENCE, NON-TANGENT TO SAID CURVE, RUN NORTH 26°31'57" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 37.26 FEET; THENCE RUN NORTH 20°31'38" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 47.57 FEET; THENCE, DEPARTING SAID EASTERLY RIGHT-OF-WAY, RUN NORTH 85°13'25" EAST, A DISTANCE OF 194.20 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE AND HAVING A RADIUS LENGTH OF 215.00 FEET, A CENTRAL ANGLE OF 10°11'53", AN ARC DISTANCE OF 38.27 FEET, A CHORD DISTANCE 38.22 FEET, AND A CHORD BEARING NORTH 80°07'28" EAST; THENCE, NON-TANGENT TO SAID CURVE, RUN NORTH 18°57'02" EAST, A DISTANCE OF 114.73 FEET TO THE WESTERLY RIGHT-OF-WAY OF SOUTH BLUFORD AVENUE AS PER OFFICIAL RECORDS BOOK 3607, PAGE 2027; THENCE, ALONG SAID WESTERLY RIGHT-OF-WAY, RUN SOUTH 36°07'16" EAST, A DISTANCE OF 243.28 FEET TO THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3669, PAGE 1602 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, RUN SOUTH 53°26'56" WEST, A DISTANCE OF 7.36 FEET ALONG SAID SOUTH LINE; THENCE, DEPARTING SAID SOUTH LINE, RUN NORTH 65°08'01" WEST, A DISTANCE OF 67.18 FEET; THENCE RUN SOUTH 85°13'25" WEST, A DISTANCE OF 305.15 FEET; THENCE RUN SOUTH 36°45'02" WEST A DISTANCE OF 55.77 FEET TO THE POINT OF BEGINNING.

PROPOSED SOUTH PARCEL DESCRIPTION

WRITTEN BY SURVEYOR:

A PORTION OF LAND LYING THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 SECTION 20, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, THENCE N00°28'58"W ALONG THE WEST LINE OF SECTION 20, TOWNSHIP 22 SOUTH, RANGE 28 EAST, A DISTANCE OF 691.70 FEET; THENCE S89°57'05"E ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF MAGUIRE ROAD FOR A POINT OF BEGINNING; THENCE THE FOLLOWING (5) COURSES ALONG SAID EAST RIGHT-OF-WAY LINE (1) THENCE N00°28'58"W A DISTANCE OF 149.79 FEET; (2) THENCE S89°31'02"W A DISTANCE OF 10.00 FEET; (3) THENCE N00°28'58"W A DISTANCE OF 106.76 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 560.27 FEET, A CHORD BEARING OF N05°35'49"W, A CHORD DISTANCE OF 99.89 FEET, (4) RUN THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°13'44", A DISTANCE OF 100.02 FEET; (5) THENCE N36°44'50"E A DISTANCE OF 55.77 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MAINE STREET; THENCE N85°13'13"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 305.15 FEET; THENCE CONTINUE S65°08'13"E ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 49.78 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH BLUFORD AVENUE; THENCE CONTINUE S36°04'33"E ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 15.04 FEET; THENCE S54°04'52"W A DISTANCE OF 195.01 FEET TO THE NORTHWEST CORNER OF OFFICIAL RECORD DOCUMENT #20230166746, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S16°05'38"E ALONG THE WEST LINE OF SAID OFFICIAL RECORD DOCUMENT #20230166746, A DISTANCE OF 290.12 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE N89°57'05"W ALONG SAID SOUTH LINE, A DISTANCE OF 292.08 FEET TO THE POINT OF BEGINNING.



NOTES

1. BEARING STRUCTURE IS ASSUMED AND BASED ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SOUTH BLUFORD AVENUE, BEING N36°04'33"W.

2. THIS SURVEY REFLECTS ONLY MATTERS OF RECORD AS PROVIDED BY THE CLIENT OR CLIENTS REPRESENTATIVE.

3. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. THIS SURVEY WAS MADE ON THE GROUND. ANY UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM OBSERVED SURFACE UTILITY FEATURES AND/OR DRAWINGS PROVIDED BY CLIENT. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE SHOWN AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.

4. SUBJECT PROPERTY LIES IN ZONE "A" AND "X" BASED ON FLOOD INSURANCE RATE MAP NO. 12095C0220F, COMMUNITY NO. 120185, CITY OF OCOEE, ORANGE COUNTY, FLORIDA, EFFECTIVE SEPTEMBER 25, 2009.

5. THIS SURVEY IS VALID ONLY FOR THE PARTIES TO WHOM IT IS CERTIFIED TO. LIABILITY TO THIRD PARTIES MAY NOT BE TRANSFERRED OR ASSIGNED.

6. THIS SURVEY EXCEEDS THE ACCURACY REQUIREMENTS SET FORTH IN FLORIDA STATUTES.

7. THIS SURVEY MADE WITH BENEFIT OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY'S COMMITMENT NO. 332443 A5, EFFECTIVE: MAY 12, 2017.

8. ● - DENOTES A FOUND 1/2" IR, LB #4475, UNLESS OTHERWISE NOTED.

○ - DENOTED A FOUND N&D, LB #4475, UNLESS OTHERWISE NOTED.

9. ELEVATIONS BASED ON ORANGE COUNTY BENCHMARK "P1699031" HAVING AN ELEVATION OF 124.159 FEET, (NAVD 88).

10. TOPOGRAPHIC INFORMATION SHOWN HEREON IN THE AREA SPECIFIED BY CLIENT.

11. DESCRIPTION SHOWN HEREON CONTAINS MULTIPLE BASIS OF BEARING, THEREFORE BEARINGS SHOWN AS "CALC" ARE TO DEPICT ALL PROPERTY LINES RELATIVE TO ONE BEARING BASIS AND DO NOT REFLECT ANY ISSUES WITH DESCRIPTION.

ENCUMBRANCES

THE FOLLOWING ENCUMBRANCES LISTED BELOW PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY'S COMMITMENT NO. 332443 A5, EFFECTIVE: MAY 12, 2017, ARE KNOW TO THIS SURVEYOR AND HAVE BEEN SHOWN HEREON.

5. (INTENTIONALLY DELETED.)

6. AMENDMENT TO CITY OF OCOEE WASTE WATER DEVELOPERS' AGREEMENTS RECORDED IN O.R. BOOK 4476, PAGE 1320 AND WATER AND SEWER REVENUE AND MAINTENANCE FEE AGREEMENT RECORDED IN O.R. BOOK 4958, PAGE 3817 AND AMENDMENTS RECORDED IN O.R. BOOK 10113, PAGE 7975, O.R. BOOK 10113, PAGE 7988 AND O.R. BOOK 10158, PAGE 3771, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. ***(CONTAINS NO EASEMENTS TO DEPICT.)***

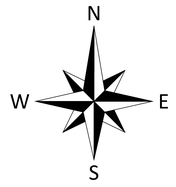
7. CITY OF OCOEE/COLBURN DEVELOPMENT AGREEMENT RECORDED IN O.R. BOOK 5623, PAGE 2313, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. ***(CONTAINS NO EASEMENTS TO DEPICT.)***

8. (INTENTIONALLY DELETED.)

9. NON-EXCLUSIVE PERPETUAL SLOPE EASEMENT AGREEMENT CONTAINED IN INSTRUMENT RECORDED NOVEMBER 28, 2000, UNDER O.R. BOOK 6138, PAGE 3170, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. ***(SHOWN HEREON.)***

10. NOT A SURVEY MATTER.

11. NONEXCLUSIVE TEMPORARY CONSTRUCTION EASEMENT AGREEMENT IN FAVOR OF THE CITY OF OCOEE CONTAINED IN INSTRUMENT RECORDED FEBRUARY 6, 2017, UNDER INSTRUMENT NUMBER 20170068631, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. ***(SHOWN HEREON.)***



LINE CHART

L1	S89°31'02"W	10.00' C&M
	S89°31'11"W	10.00' DESC
L2	N26°31'57"E	37.26' DESC
	S26°31'46"W	37.26' MEAS
	S26°31'55"W	37.26' DESC
L3	S74°33'25"E	17.31' C&M
	N74°33'16"W	17.31' DESC
L4	N00°28'58"W	73.09' CALC
L5	S36°04'33"E	58.80' MEAS
L6	S54°04'52"W	44.00' MEAS
L7	S53°26'56"W	7.36' DESC
L8	N65°08'01"W	67.18' DESC
L9	S65°08'13"E	49.78' C&M
L10	S36°04'33"E	15.04' C&M
L11	N36°44'50"E	55.77' CALC
	S36°45'02"W	55.77' DESC
L12	S89°57'05"E	50.00' CALC
L13	S36°04'33"E	108.81' CALC
L14	N00°28'58"W	30.00' MEAS
L15	S36°04'33"E	50.00' MEAS

GRAPHIC SCALE

0' 20' 40' 80' 120'

1" = 40'

C1-CURVE DATA
Δ=03°31'27"
R=560.27'
L=34.46'
CHORD
N12°33'55"W
34.46' DESC
N12°31'16"W
35.39' MEAS

C2-CURVE DATA
Δ=13°50'53"
R=560.27'
L=135.41'
CHORD
N07°24'16"W
135.08' DESC
N07°24'16"W
135.08' MEAS

LAND AREA

NORTH PARCEL: 87,673 SQUARE FEET OR 2.013 ACRES MORE OR LESS.
SOUTH PARCEL: 113,898 SQUARE FEET OR 2.615 ACRES MORE OR LESS.

TOTAL: 201,571 SQUARE FEET OR 4.628 ACRES MORE OR LESS.

TREE CHART

1 - 24" OAK	27 - 7" CRAPE MYRTLE
2 - 24" OAK	28 - 10" OAK
3 - 20" OAK	29 - 10" OAK
4 - 24" OAK	30 - 11" OAK
5 - 21" OAK	31 - 11" OAK
6 - 14" OAK	32 - 13" OAK
7 - 28" OAK	33 - 9" OAK
8 - 30" OAK	34 - 11" OAK
9 - 28" OAK	35 - 11" OAK
10 - 15" CHINA	36 - 9" OAK
11 - 16" OAK	37 - 11" OAK
12 - 26" OAK	38 - 10" OAK
13 - 48" OAK	39 - 7" OAK
14 - CRAPE MYRTLE	40 - 9" OAK
15 - CRAPE MYRTLE	41 - 9" CRAPE MYRTLE
16 - CRAPE MYRTLE	42 - 9" OAK
17 - 9" OAK	43 - 9" OAK
18 - 9" OAK	44 - 9" OAK
19 - 8" OAK	45 - 12" OAK
20 - 7" OAK	46 - 10" OAK
21 - 6" OAK	47 - 10" OAK
22 - 9" OAK	48 - 12" OAK
23 - 10" OAK	49 - 10" OAK
24 - 14" OAK	50 - 11" OAK
25 - 11" OAK	51 - 8" OAK
26 - 9" OAK	52 - 8" OAK

ACCURIGHT

ACCURIGHT SURVEYS OF ORLANDO INC., LB 4475
2012 E. Robinson Street, Orlando, Florida 32803
www.AccurightSurveys.net
ACCU@AccurightSurveys.net
PHONE: (407) 894-6314

SCALE: 1" = 40' | JOB #56359 | SHEET 1 OF 3
DRAWN BY: SAH

PREPARED FOR:
ATLANTIKOS LENDING GROUP, LLC

SUBDIVISION NAME: PARCEL 16 AND 74, SECTION 20-22-28

LOCATION:
924 AND 1100 MAGUIRE ROAD
OCOEE, FL 34761

LEGEND

BB	- BOTTOM OF BANK	MEAS	- MEASURED
	- BACK FLOW PREVENTER	MF	- METAL FENCE
	- BENCHMARK	MS	- METAL SHED
	- BOLLARD		- MITERED END SECTION
-E-	- BURIED ELECTRIC		- MONITORING WELL
BWF	- BARBED WIRE FENCE	N&D	- NAIL & DISC
TV	- CABLE TV RISER	NAVD	- NORTH AMERICAN VERTICAL DATUM
-C-	- BURIED CABLE TV		
Δ	- CENTRAL ANGLE	NGVD	- NATIONAL GEODETIC VERTICAL DATUM
CBW	- CONCRETE BLOCK WALL		
CC	- COVERED CONCRETE	NT	- NON-TANGENT
CF	- CONCRETE FLUME	NTS	- NOT TO SCALE
CHW	- CONCRETE HEAD WALL	ORB	- OFFICIAL RECORDS BOOK
CLF	- CHAIN LINK FENCE	-OW-	- OVERHEAD WIRE
	- CENTERLINE	PB	- PLAT BOOK
CM	- CONCRETE MONUMENT	PC	- POINT OF CURVATURE
CMP	- CORRUGATED METAL PIPE	PEP	- PER ENGINEERING PLANS
xCO	- CLEAN OUT	PF	- PLASTIC FENCE
CONC	- CONCRETE	PG	- PAGE
COVD	- COVERED	PI	- POINT OF INTERSECTION
CP	- CONCRETE PAD	P&M	- PLAT & MEASURED
CW	- CONCRETE WALKWAY	POB	- POINT OF BEGINNING
D&M	- DEED/DESC & MEASURED	POC	- POINT OF COMMENCEMENT
DE	- DRAINAGE EASEMENT	PRC	- POINT OF REVERSE CURVATURE
DESC	- DESCRIPTION		
	- DOT INLET	# PS	- PARKING SPACES
DOC #	- DOCUMENT #	PSM	- PROFESSIONAL SURVEYOR AND MAPPER
DP	- DUMPSTER PAD	PT	- POINT OF TANGENCY
DW	- DRIVEWAY	PVC	- PLASTIC PIPE
	- EASEMENT NUMBER	R	- CURVE RADIUS
	- ELECTRIC METER	RCP	- REINFORCED CONCRETE PIPE
EB	- ELECTRICAL BOX	R/W	- RIGHT OF WAY
EL	- ELEVATION		- SANITARY MANHOLE
ESMT	- EASEMENT	-S-	- SANITARY LINE
EP	- EDGE OF PAVEMENT	SDO	- SHOWN FOR DIRECTION ONLY
FDC	- FIRE DEPARTMENT CONNECTION	SF	- SQUARE FEET
		SWF	- STOCK WIRE FENCE
FIRM	- FLOOD INSURANCE RATE MAP	x00.00	- SPOT ELEVATION
FFE	- FINISHED FLOOR ELEVATION	-D-	- STORM/DRAIN LINE
	- FIRE HYDRANT		- SEWER VALVE
-FM-	- FORCE MAIN		- STORM MANHOLE
FND	- FOUND	-T-	- UNDERGROUND TELEPHONE
FO	- FIBER OPTIC BOX		- STORM INLET
-FO-	- FIBER OPTIC LINE	TB	- TOP OF BANK
-G-	- GAS LINE		- TRAFFIC POLE
	- GAS METER		- TRAFFIC SIGN
	- GAS VALVE		- TRANSFORMER/JUNCTION BOX
	- GREASE TRAP		- TELEPHONE RISER
	- GUY WIRE ANCHOR	TSB	- TRAFFIC SIGNAL BOX
	- HANDICAP PARKING	TYP	- TYPICAL
HDPE	- HIGH DENSITY POLYETHYLENE	UB	- UTILITY BOX
		UE	- UTILITY EASEMENT
INV	- INVERT ELEVATION		- UTILITY MARKER
IP	- IRON PIPE		- UTILITY POLE
IR	- IRON ROD	-W-	- WATER LINE
	- IRRIGATION VALVE	WF	- WOOD FENCE
L	- ARC LENGTH	WS	- WOOD SHED
LB	- LICENSED BUSINESS		- WATER VALVE
	- LIGHT POLE		- WATER METER
LSA	- LANDSCAPE AREA		- YARD DRAIN
LS	- LICENSE SURVEYOR		

SURVEY DATE: 11/16/22

DATE:	JOB #	REVISION	BY:
10/4/23	57371	ADDED TOPOGRAPHY IN AREA SPECIFIED BY CLIENT	SNH
11/13/23	57528	ADDED PROPOSED SOUTH PARCEL DESCRIPTION	SNH
1/4/24	57641	ADDED ADDITIONAL IMPROVEMENTS	SNH

BOUNDARY AND TOPOGRAPHIC SURVEY

TERRENCE W. RUTTER, JR., PSM 7371

"THE DATE OF SIGNATURE DOES NOT REVISE OR SUPERSEDE THE SURVEY DATE OR REVISION DATE."

THIS SURVEY MEETS THE "STANDARDS OF PRACTICE" AS REQUIRED BY CHAPTER SJ-17 FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER." -OR-
THE DIGITAL SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TERRENCE W. RUTTER, JR., PSM 7371.

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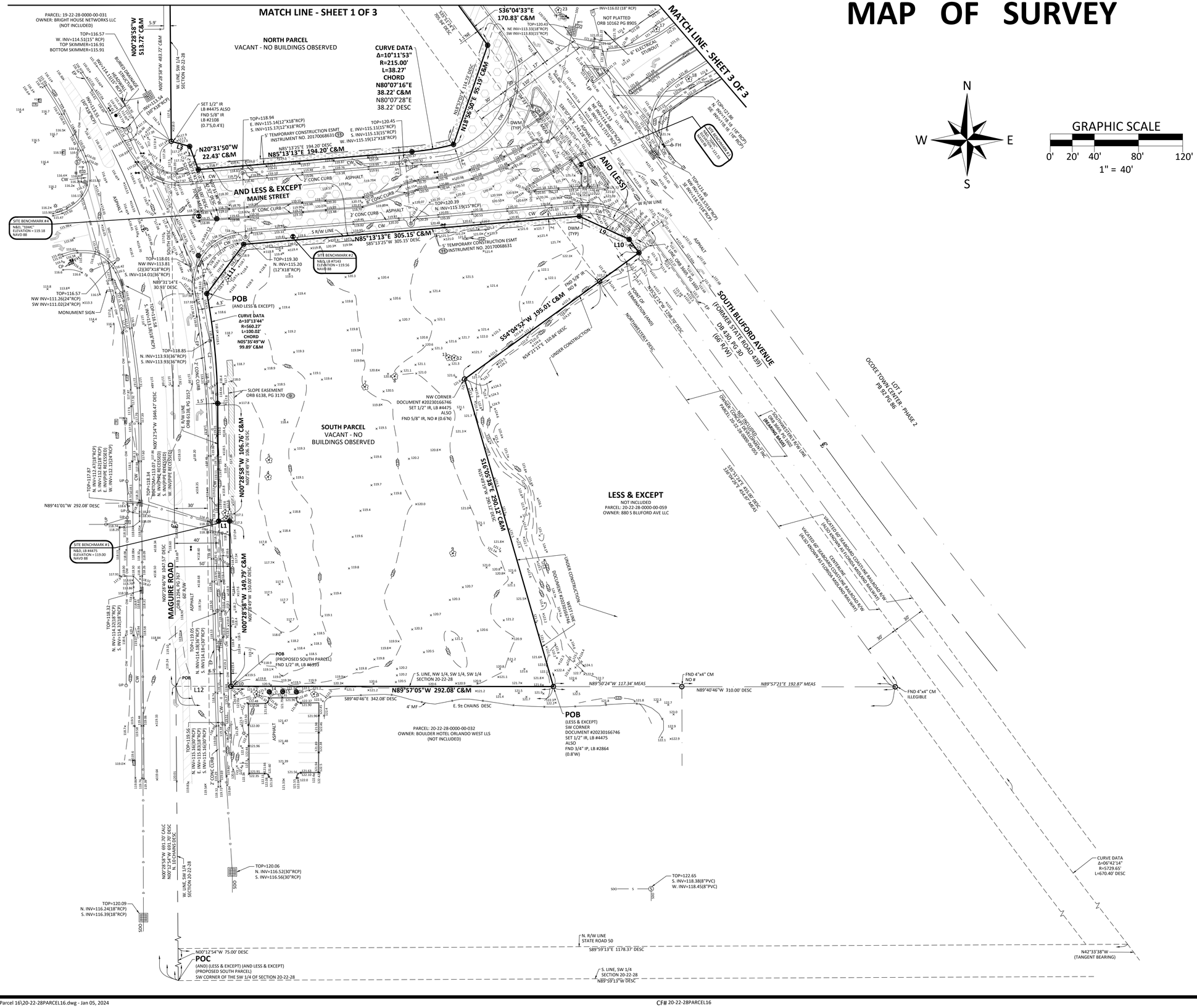
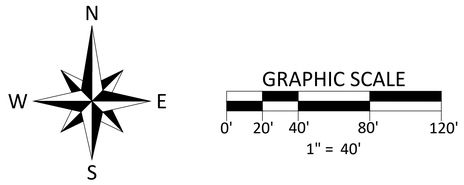
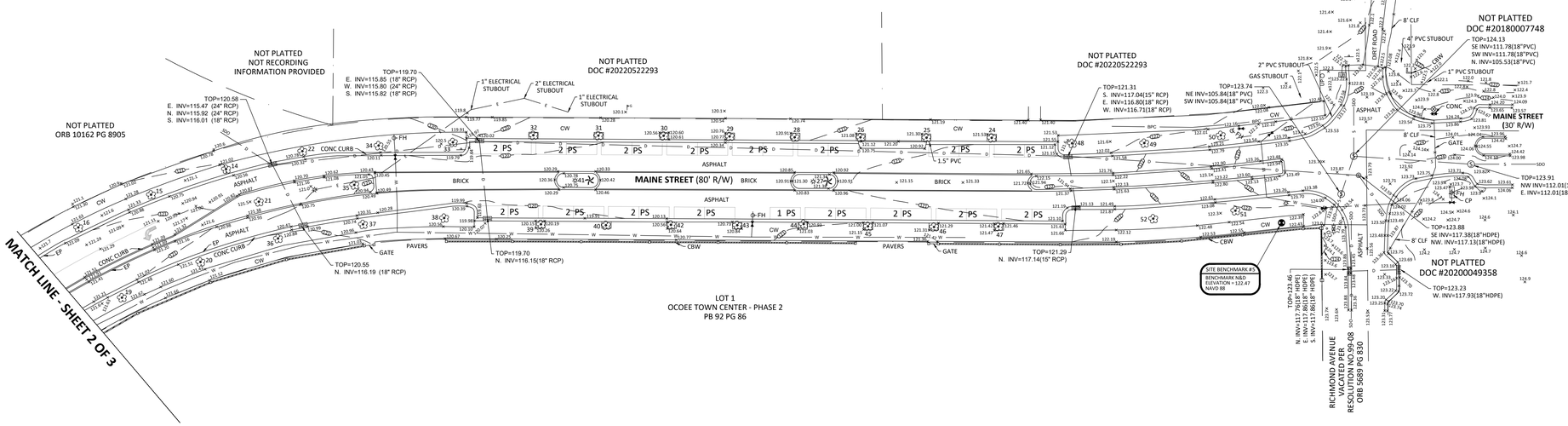
MAP OF SURVEY


MATCH LINE - SHEET 1 OF 3
MATCH LINE - SHEET 3 OF 3
NORTH PARCEL
VACANT - NO BUILDINGS OBSERVED
SOUTH PARCEL
VACANT - NO BUILDINGS OBSERVED
CURVE DATA
Δ=10°11'53"
R=215.00'
L=38.27'
CHORD
N80°07'16"E
38.22' C&M
N80°07'28"E
38.22' DESC
AND LESS & EXCEPT
MAINE STREET
AND (LESS)
SOUTH BLUFORD AVENUE
(FORMER STATE ROAD 439)
(66' R/W)
DB 430, PG 90
POB
(AND LESS & EXCEPT)
POB
(PROPOSED SOUTH PARCEL)
FND 1/2" IR, LB #6393
POB
(LESS & EXCEPT)
SW CORNER
DOCUMENT #20230166746
SET 1/2" IR, LB #4475
ALSO
FND 3/4" IP, LB #2864
(0.8'W)
POC
(AND) (LESS & EXCEPT) (AND LESS & EXCEPT)
(PROPOSED SOUTH PARCEL)
SW CORNER OF THE SW 1/4 OF SECTION 20-22-28
LESS & EXCEPT
NOT INCLUDED
PARCEL: 20-22-28-0000-00-059
OWNER: 880 S BLUFORD AVE LLC
PARCEL: 19-22-28-0000-00-031
OWNER: BRIGHT HOUSE NETWORKS LLC
(NOT INCLUDED)
PARCEL: 20-22-28-0000-00-032
OWNER: BOULDER HOTEL ORLANDO WEST LLS
(NOT INCLUDED)
OWNER: TARGET CORPORATE RE
PARCEL: 19-22-28-0000-00-005
NOT INCLUDED
DRAWING IN DISPUTE
SOUTHWEST STREET R/W LINE
(ALSO KNOWN AS STATE ROAD 50)
VACATED 60' SEABOARD COASTLINE RAILROAD R/W
(ALSO KNOWN AS FLORIDA MIDLAND RAILWAY)
CENTERLINE SEABOARD COASTLINE RAILROAD R/W
(ALSO KNOWN AS FLORIDA MIDLAND RAILWAY)
OCOEE TOWN CENTER - PHASE 2
PB 92 PG 86
LOT 1
NOT PLATTED
ORB 10162 PG 8905
SITE BENCHMARK #1
N&D, LB #4475
ELEVATION = 119.00
NAVD 88
SITE BENCHMARK #2
N&D, LB #7143
ELEVATION = 119.56
NAVD 88
SITE BENCHMARK #3
N&D, LB #7143
ELEVATION = 119.55
NAVD 88
SITE BENCHMARK #4
N&D, "SSMC"
ELEVATION = 119.18
NAVD 88
MONUMENT SIGN
SLOPE EASEMENT
ORB 6138, PG 3170
NW CORNER
DOCUMENT #20230166746
SET 1/2" IR, LB #4475
FND 5/8" IR, NO # (0.6'N)
5' TEMPORARY CONSTRUCTION ESMT
INSTRUMENT NO. 20170068631
UNDER CONSTRUCTION
DOCUMENT #20230166746
WEST LINE
SET 1/2" IR LB #4475 ALSO FND 5/8" IR LB #2108 (0.75,0.4'E)
FND 4"x4" CM NO #
FND 4"x4" CM ILLEGIBLE
S. LINE, NW 1/4, SW 1/4, SW 1/4 SECTION 20-22-28
E. 9± CHAINS DESC
4' MF
W R/W LINE
S R/W LINE
E. R/W LINE ORB 6138, PG 3157
N. R/W LINE STATE ROAD 50
MAGUIRE ROAD
(NOW KNOWN AS CR 1250 A)
60' R/W
W. LINE, SW 1/4 SECTION 20-22-28
N. LINE, SW 1/4 SECTION 20-22-28
S. LINE, SW 1/4 SECTION 20-22-28
N89°59'13"W DESC
N89°57'05"W 292.08' C&M
N89°13'13"E 305.15' C&M
N85°13'13"E 194.20' C&M
N00°28'58"W 513.72' C&M
N00°28'58"W 483.72' C&M
N00°28'58"W 149.79' C&M
N00°28'58"W 106.76' C&M
N18°56'50"E 95.19' C&M
S36°04'33"E 170.83' C&M
S54°04'52"W 195.01' C&M
S16°05'38"E 290.19' C&M
N20°31'50"W 22.43' C&M
S85°13'25"W 305.15' DESC
S89°40'46"E 342.08' DESC
N89°40'46"W 310.00' DESC
N89°57'21"E 192.87' MEAS
N89°50'24"W 117.34' MEAS
N89°31'14"E 30.93' DESC
N89°41'01"W 292.08' DESC
N00°12'54"W 75.00' DESC
S89°59'13"E 1178.37' DESC
N42°33'38"W (TANGENT BEARING)
CURVE DATA
Δ=06°42'14"
R=5729.65'
L=670.40' DESC
TOP=120.06
N. INV=116.52(30"RCP)
S. INV=116.56(30"RCP)
TOP=120.09
N. INV=116.24(18"RCP)
S. INV=116.39(18"RCP)
TOP=122.65
S. INV=118.38(8"PVC)
W. INV=118.45(8"PVC)
TOP=116.57
W. INV=114.53(15" RCP)
TOP SKIMMER=116.91
BOTTOM SKIMMER=115.91
TOP=118.94
E. INV=115.14(12"X18"RCP)
S. INV=115.17(12"X18"RCP)
TOP=120.45
E. INV=115.11(15"RCP)
S. INV=115.13(15"RCP)
W. INV=115.19(12"X18"RCP)
TOP=120.39
N. INV=115.19(15"RCP)
TOP=119.30
N. INV=115.20
(12"X18"RCP)
TOP=118.01
NW INV=113.81
(2)(30"X18"RCP)
S. INV=114.01(36"RCP)
TOP=118.85
N. INV=113.93(36"RCP)
S. INV=113.93(36"RCP)
TOP=117.87
N. INV=112.42(18"RCP)
E. INV(PIPE RECESSED)
W. INV=112.31(24"RCP)
TOP=118.31
N. INV(PIPE RECESSED)
S. INV(PIPE RECESSED)
W. INV(PIPE RECESSED)
TOP=118.32
N. INV=114.32(18"RCP)
E. INV=114.18(18"RCP)
TOP=119.05
N. INV=114.68(18"RCP)
S. INV=114.68(18"RCP)
TOP=119.56
N. INV=115.16(30"RCP)
E. INV=115.31(18"RCP)
S. INV=115.16(30"RCP)
TOP=116.57
NW INV=111.26(24"RCP)
SW INV=111.02(24"RCP)
TOP=116.54
N. INV=114.01(18"RCP)
S. INV=114.01(18"RCP)
TOP=116.54
N. INV=114.15(18"RCP)
S. INV=114.15(18"RCP)
TOP=116.54
N. INV=114.13(18"RCP)
S. INV=114.13(18"RCP)
TOP=116.54
N. INV=114.13(18"RCP)
S. INV=114.13(18"RCP)
TOP=116.02 (18" RCP)
NE INV=113.33(18"RCP)
SW INV=113.83(15"RCP)
TOP=121.88
E. INV=118.16 (16" RCP)
SE INV=118.16 (16" RCP)
TOP=121.40
SE INV=118.27(18"RCP)
SW INV=118.27(18"RCP)
PARCEL: 19-22-28-0000-00-031
OWNER: BRIGHT HOUSE NETWORKS LLC
(NOT INCLUDED)
PARCEL: 20-22-28-0000-00-032
OWNER: BOULDER HOTEL ORLANDO WEST LLS
(NOT INCLUDED)
PARCEL: 20-22-28-0000-00-059
OWNER: 880 S BLUFORD AVE LLC
NOT PLATTED
ORB 10162 PG 8905
6" ELECTRICAL STUBOUT
DWM (TYP)
ASPHALT
2' CONC CURB
6" CONC CURB
8" CONC CURB
SOUTH 1/2 ROAD
(NOW KNOWN AS CR 1250 A)
NORTHEASTERLY DESC
SOUTHWESTERLY DESC
FND 5/8" IR, NO #
POINT OF TERMINATION (AND)
POINT OF BEGINNING (AND)
L1
L2
L3
L4
L5
L6
L7
L8
L9
L10
L11
L12
L13
L14
L15
L16
L17
L18
L19
L20
L21
L22
L23
L24
L25
L26
L27
L28
L29
L30
L31
L32
L33
L34
L35
L36
L37
L38
L39
L40

MAP OF SURVEY





ACCURIGHT

ACCURIGHT SURVEYS OF ORLANDO INC., LB 4475
2012 E. Robinson Street, Orlando, Florida 32803
www.AccurightSurveys.net
ACCU@AccurightSurveys.net
PHONE: (407) 894-6314

SCALE: 1" = 40'	JOB #56359	SHEET 3 OF 3
DRAWN BY: SAH		

PREPARED FOR:
ATLANTIKOS LENDING GROUP, LLC

SUBDIVISION NAME: PARCEL 16 AND 74, SECTION 20-22-28

LOCATION:
924 AND 1100 MAGUIRE ROAD
OCOEE, FL 34761

LEGEND

BB	- BOTTOM OF BANK	MEAS	- MEASURED
BFP	- BACK FLOW PREVENTER	MF	- METAL FENCE
BM	- BENCHMARK	MS	- METAL SHED
BOL	- BOLLARD	MES	- MITERED END SECTION
-E-	- BURIED ELECTRIC	MW	- MONITORING WELL
BWF	- BARBED WIRE FENCE	N&D	- NAIL & DISC
CATV	- CABLE TV RISER	NAVD	- NORTH AMERICAN VERTICAL DATUM
-C-	- BURIED CABLE TV	NGVD	- NATIONAL GEODETIC VERTICAL DATUM
Δ	- CENTRAL ANGLE	NT	- NON-TANGENT
CBW	- CONCRETE BLOCK WALL	NTS	- NOT TO SCALE
CC	- COVERED CONCRETE	ORB	- OFFICIAL RECORDS BOOK
CF	- CONCRETE FLUME	-OW-	- OVERHEAD WIRE
CHW	- CONCRETE HEAD WALL	PB	- PLAT BOOK
CLF	- CHAIN LINK FENCE	PC	- POINT OF CURVATURE
℄	- CENTERLINE	PEP	- PER ENGINEERING PLANS
CM	- CONCRETE MONUMENT	PF	- PLASTIC FENCE
CMP	- CORRUGATED METAL PIPE	PG	- PAGE
CO	- CLEAN OUT	PI	- POINT OF INTERSECTION
CONC	- CONCRETE	P&M	- PLAT & MEASURED
COVD	- COVERED	POB	- POINT OF BEGINNING
CP	- CONCRETE PAD	POC	- POINT OF COMMENCEMENT
CW	- CONCRETE WALKWAY	PRC	- POINT OF REVERSE CURVATURE
D&M	- DEED/DESC & MEASURED	# PS	- PARKING SPACES
DE	- DRAINAGE EASEMENT	PSM	- PROFESSIONAL SURVEYOR AND MAPPER
DESC	- DESCRIPTION	PT	- POINT OF TANGENCY
DI	- DOT INLET	PVC	- PLASTIC PIPE
DOC #	- DOCUMENT #	R	- CURVE RADIUS
DP	- DUMPSTER PAD	RCP	- REINFORCED CONCRETE PIPE
DW	- DRIVEWAY	R/W	- RIGHT OF WAY
ESMT	- EASEMENT NUMBER	SMH	- SANITARY MANHOLE
EM	- ELECTRIC METER	-S-	- SANITARY LINE
EB	- ELECTRICAL BOX	SDO	- SHOWN FOR DIRECTION ONLY
EL	- ELEVATION	SF	- SQUARE FEET
ESMT	- EASEMENT	SWF	- STOCK WIRE FENCE
EP	- EDGE OF PAVEMENT	x00.00	- SPOT ELEVATION
FDC	- FIRE DEPARTMENT CONNECTION	-D-	- STORM/DRAIN LINE
FIRM	- FLOOD INSURANCE RATE MAP	SSV	- SEWER VALVE
FFE	- FINISHED FLOOR ELEVATION	D	- STORM MANHOLE
FH	- FIRE HYDRANT	-T-	- UNDERGROUND TELEPHONE
-FM-	- FORCE MAIN	FND	- FOUND
FND	- FOUND		- STORM INLET
FO	- FIBER OPTIC BOX	TB	- TOP OF BANK
-FO-	- FIBER OPTIC LINE	TP	- TRAFFIC POLE
-G-	- GAS LINE		- TRAFFIC SIGN
GM	- GAS METER		- TRANSFORMER/JUNCTION BOX
GV	- GAS VALVE		- TELEPHONE RISER
	- GREASE TRAP	TSB	- TRAFFIC SIGNAL BOX
	- GUY WIRE ANCHOR	TYP	- TYPICAL
	- HANDICAP PARKING		- UTILITY BOX
HDPE	- HIGH DENSITY POLYETHYLENE	UE	- UTILITY EASEMENT
INV	- INVERT ELEVATION		- UTILITY MARKER
IP	- IRON PIPE		- UTILITY POLE
IR	- IRON ROD	-W-	- WATER LINE
IRV	- IRRIGATION VALVE	WF	- WOOD FENCE
L	- ARC LENGTH	WS	- WOOD SHED
LB	- LICENSED BUSINESS		- WATER VALVE
	- LIGHT POLE		- WATER METER
LSA	- LANDSCAPE AREA		- YARD DRAIN
LS	- LICENSE SURVEYOR		

SURVEY DATE: 11/16/22

DATE:	JOB #	REVISION	BY:
10/4/23	57371	ADDED TOPOGRAPHY IN AREA SPECIFIED BY CLIENT	SNH
11/13/23	57528	ADDED PROPOSED SOUTH PARCEL DESCRIPTION	SNH
1/4/24	57641	ADDED ADDITIONAL IMPROVEMENTS	SNH

BOUNDARY AND TOPOGRAPHIC SURVEY

TERRENCE W. RUTTER, JR., PSM 7371

"THE DATE OF SIGNATURE DOES NOT REVISE OR SUPERSEDE THE SURVEY DATE OR REVISION DATE."

THIS SURVEY MEETS THE "STANDARDS OF PRACTICE" AS REQUIRED BY CHAPTER 5J-17 FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER." -OR-
THE DIGITAL SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TERRENCE W. RUTTER, JR., PSM 7371.

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GRAPHIC SCALE
30 0 15 30 60
(IN FEET)
1 inch = 30 ft.

VACANT - NO BUILDINGS OBSERVED

CURVE DATA
Δ=10°11'53"
R=215.00'
L=38.27'
CHORD
N80°07'28"E
38.22' DESC
N80°07'16"E
38.27' MEAS

N18°56'50"E 95.19' MEAS

N20°31'50"W
22.43'
MEAS

N85°13'13"E 194.20' MEAS
N85°13'25"E 194.20' DESC

AND LESS & EXCEPT
MAINE STREET
MAINE STREET
(RIGHT-OF-WAY WIDTH VARIES)

S85°13'25"W 305.15' DESC
S85°13'13"W 305.15' MEAS

SOUTH BLUFORD AVENUE
(66' RIGHT-OF-WAY)
SOUTH BLUFORD AVENUE
(FORMER STATE ROAD 439)
DB 430, PG 90
(66' R/W)

AND (LESS)

N54°21'11"E 150.84' DESC
N53°56'07"E 150.48' MEAS

N54°07'40"W 194.78' MEAS
S35°51'24"W 1298.70' DESC

POB
(AND LESS & EXCEPT)

CHORD
N05°35'49"W
99.89' MEAS

N00°28'49"W 106.76' DESC
N00°28'58"W 106.76' MEAS

N00°28'49"W 150.00' DESC
N00°36'54"W 150.09' MEAS

MAGUIRE ROAD
(RIGHT-OF-WAY WIDTH VARIES)

N15°49'19"W 289.92' MEAS
N15°49'19"W 290.12' DESC

VACANT - NO BUILDINGS OBSERVED

LESS & EXCEPT
NOT INCLUDED
PARCEL: 20-22-28-0000-00-059
OWNER: 880 S BLUFORD AVE LLC

S89°56'56"W 290.96' MEAS
S89°40'46"E 342.08' DESC

N89°50'24"W 117.34' MEAS
N89°57'21"E 192.87' MEAS
N89°40'46"W 310.00' DESC

POB
(LESS & EXCEPT)
FND 3/4" IP
LB #2864

PARCEL: 20-22-28-0000-00-032
OWNER: BOULDER HOTEL ORLANDO WEST LLS
(NOT INCLUDED)

TREE CHART
1 - 24" OAK
2 - 24" OAK
3 - 20" OAK
4 - 24" OAK
5 - 21" OAK
6 - 14" OAK
7 - 28" OAK
8 - 30" OAK
9 - 28" OAK
10 - 15" CHINA
11 - 16" OAK
12 - 26" OAK
13 - 48" OAK
14 - CRAPE MYRTLE
15 - CRAPE MYRTLE
16 - CRAPE MYRTLE

SITE BENCHMARK #1
N&D, LB #4475
ELEVATION = 119.00
NAVD 88

SITE BENCHMARK #2
N&D, LB #7143
ELEVATION = 119.56
NAVD 88

SITE BENCHMARK #3
N&D, "SSMC"
ELEVATION = 121.55
NAVD 88

SITE BENCHMARK #4
N&D, "SSMC"
ELEVATION = 119.18
NAVD 88

MONUMENT SIGN

SLOPE EASEMENT
ORB 6138, PG 3170

VACATED 60' SEABOARD COAST LINE RAILROAD
(ALSO KNOWN AS FLORIDA MIDLAND RAILROAD)

UNDER CONSTRUCTION

NOT INCLUDED
OWNER: CONDO DEVELOPMENT INC
PARCEL: 21-22-28-0000-00-005

SOUTHWESTERLY R/W LINE
DB 8089, PG 1605
(BEARING BASIS)

POINT OF TERMINATION (AND)
NORTHWESTERLY DESC

FND 5/8" IR
NO #

FND 1/2" IR
LB #6393

FND 4"x4" CM
NO #

DEMOLITION LEGEND

DEMOLISH (INCLUDING ALL PAVEMENT BASE AND ANY EXISTING UNDERGROUND UTILITIES, STORM PIPES AND STRUCTURES, **UNLESS OTHERWISE NOTED**.

KEY NOTES: (#)

1. EXISTING TREE TO BE REMOVED (TYP)
2. EXISTING SIGN TO BE RELOCATED
3. SECTION OF EXISTING SIDEWALK AND CURB AND GUTTER TO BE REMOVED (REMOVE UP TO NEAREST EXISTING JOINT)
4. EXISTING GORE STRIPING TO BE MILLED AND REMOVED (ALSO REMOVE EXISTING SPECIAL EMPHASIS MARKERS)
5. SECTION OF EXISTING SIDEWALK TO BE REMOVED (REMOVE UP TO NEAREST EXISTING JOINT)
6. RELOCATE EXISTING LIGHTPOLE AS SHOWN
7. EXISTING FIRE HYDRANT TO BE RELOCATED (SEE PLAN SHEET C-4 FOR ADDITIONAL INFORMATION)

CONTRACTOR TO COORDINATE WITH APPROPRIATE UTILITY COMPANIES FOR ANY NECESSARY UTILITY DISCONNECTIONS.

CONTRACTOR TO BE RESPONSIBLE FOR ANY NECESSARY PERMITTING FOR THE REMOVAL OF ANY EXISTING WELLS OR SEPTIC SYSTEM/DRAINFIELDS.

REV/DATE	BY
12-21-23 AS PER CITY	M.C.
1-25-24 AS PER CITY	M.C.
--	--
--	--
--	--
--	--

DEMOLITION PLAN
FOR
CAMBRIA SUITES AT OCOEE
OCOEE, FLORIDA
926 MAGUIRE ROAD

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MITCH COLLINS, P.E. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

MITCH COLLINS, P.E. # 54608,
STATE OF FLORIDA, C.A.# 9363

DATE

MITCHELL COLLINS ENGINEERING, INC.
80 E. Altamonte Drive, Suite 240 | Altamonte Springs, FL 32701
407.257.1637 | 407.448.9979
mitch@mitchellce.com

DRAWN BY:	M.C.
CHECKED BY:	M.C.
DATE:	10-25-23
SCALE:	1" = 30'
JOB NO:	223-020
SHEET NO:	D-1 OF C-9

NOTE:
REPRODUCTION OF THIS PLAN IS INVALID UNLESS CONTAINING ORIGINAL SIGNATURE AND EMBOSSED WITH ENGINEER'S SEAL AS PER CHAPTER 21H.23.002 FLORIDA ADMINISTRATIVE CODE.

GRAPHIC SCALE
30 0 15 30 60
(IN FEET)
1 inch = 30 ft.

MAINE STREET
(RIGHT-OF-WAY WIDTH VARIES)

SOUTH BLUFORD AVENUE
(66' RIGHT-OF-WAY)

MAGUIRE ROAD
(RIGHT-OF-WAY WIDTH VARIES)

PROPOSED HOTEL
118 ROOMS
6 FLOORS
F.F. EL.: 120.50

POOL

RAIN GARDEN

PROPOSED WET DETENTION POND

C-2
FLU=COMMERCIAL
DAY CARE CENTER
DAY CARE

NOTE:
REPRODUCTION OF THIS PLAN IS INVALID UNLESS CONTAINING ORIGINAL SIGNATURE AND EMBOSSED WITH ENGINEER'S SEAL AS PER CHAPTER 21H.23.002 FLORIDA ADMINISTRATIVE CODE.

REV/DATE	BY
1-25-24 NEW PLAN SHEET	M.C.
--	--
--	--
--	--
--	--
--	--
--	--

OVERALL SITE PLAN
FOR
CAMBRIA SUITES AT OCOEE
OCOEE, FLORIDA
926 MAGUIRE ROAD

MITCHELL COLLINS ★ BROWSON ENGINEERING
LICENSE No. 54608 ★ STATE OF FLORIDA ★ PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MITCH COLLINS, P.E. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

MITCH COLLINS, P.E.# 54608,
STATE OF FLORIDA, C.A.# 9323

DATE

BROWSON ENGINEERING, INC.
80 N. Hughey Ave., Suite 217 (407)905-5537
Orlando, FL 32801 (407)481-8979
mitch@browsonengineering.com

DRAWN BY:	M.C.
CHECKED BY:	M.C.
DATE:	10-25-23
SCALE:	1" = 30'
JOB NO:	223-020
SHEET NO:	C-0 OF C-9

ALL DETECTABLE WARNING MATS SHALL BE ARMOR TILE (OR APPROVED ALTERNATE) YELLOW AND CAST IN PLACE ONLY. SURFACE-MOUNTED DETECTABLE WARNING MATS WILL NOT BE ACCEPTED.

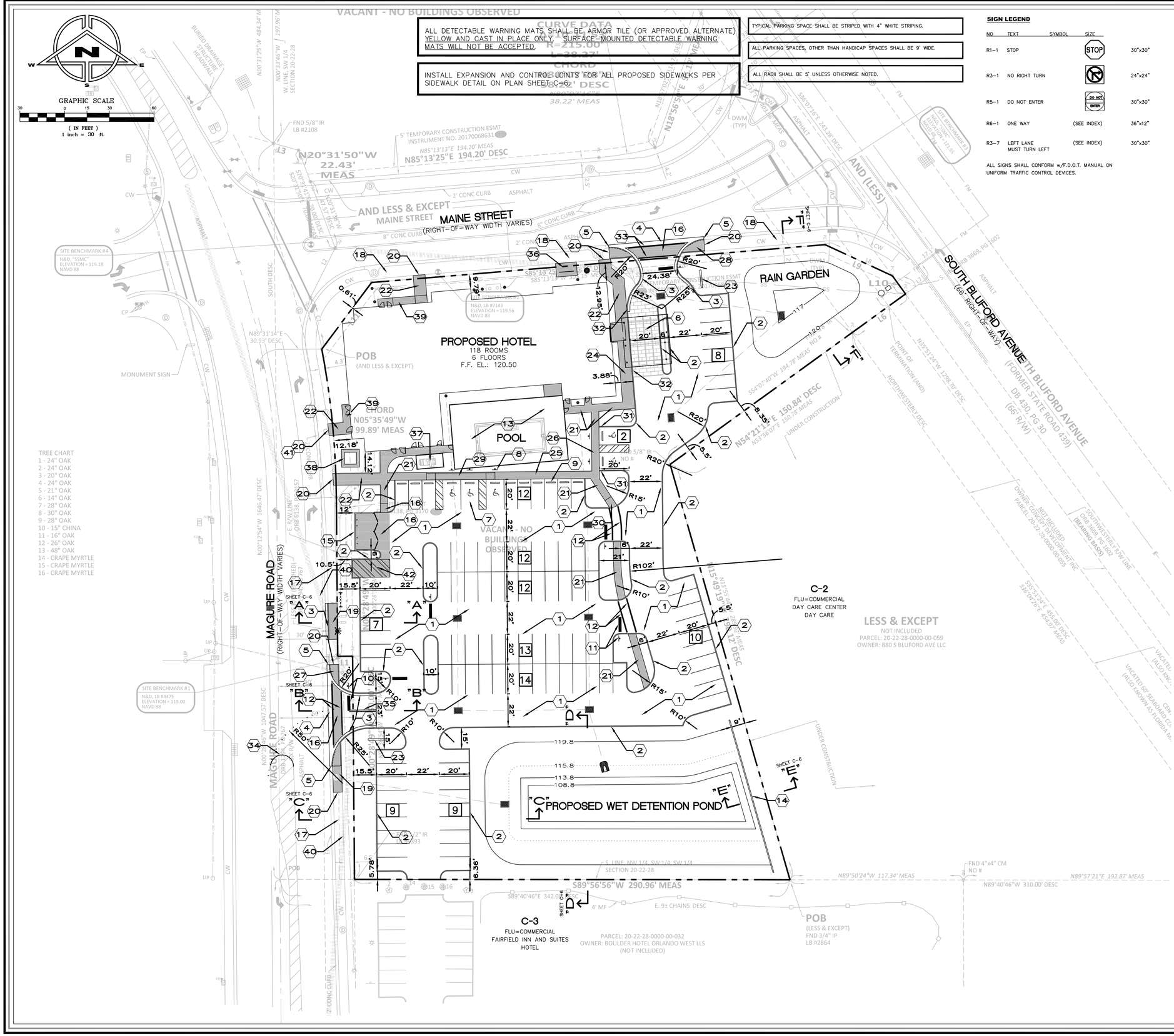
INSTALL EXPANSION AND CONTROL JOINTS FOR ALL PROPOSED SIDEWALKS PER SIDEWALK DETAIL ON PLAN SHEET C-6.

TYPICAL PARKING SPACE SHALL BE STRIPED WITH 4" WHITE STRIPING.

ALL PARKING SPACES, OTHER THAN HANDICAP SPACES SHALL BE 9' WIDE.

ALL RADII SHALL BE 5' UNLESS OTHERWISE NOTED.

GRAPHIC SCALE
30 0 15 30 60
(IN FEET)
1 inch = 30 ft.



SIGN LEGEND

NO	TEXT	SYMBOL	SIZE	
R1-1	STOP	STOP		30"x30"
R3-1	NO RIGHT TURN			24"x24"
R5-1	DO NOT ENTER	DO NOT ENTER		30"x30"
R6-1	ONE WAY		(SEE INDEX)	36"x12"
R3-7	LEFT LANE MUST TURN LEFT		(SEE INDEX)	30"x30"

ALL SIGNS SHALL CONFORM w/F.D.O.T. MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

SITE LEGEND

- HANDICAP PARKING
- PROPOSED DRAINAGE INLET
- PROPOSED CURB
- SITE BOUNDARY LINE
- EXISTING EASEMENT (DEPICTED ON PLAN)
- PROPOSED EASEMENT (DEPICTED ON PLAN)
- CENTER LINE OF ROAD
- EXISTING EDGE OF PAVEMENT
- TYP — TYPICAL
- HC — HANDICAP
- 10 — # OF PARKING SPACES
- S/W — SIDEWALK
- R5' — 5' RADIUS
- L.F. — LINEAR FEET
- S.F. — SQUARE FEET
- B.O.C. — BACK OF CURB
- PROPOSED ASPHALT PAVEMENT (SEE DETAIL)
- PROPOSED CONCRETE PAVEMENT (SEE DETAIL)

KEY NOTES: (#)

1. PROPOSED ASPHALT PAVEMENT (TYP) (SEE DETAIL, SHEET C-6)
2. PROPOSED FDOT TYPE "D" CURB (TYP) (SEE DETAIL, SHEET C-6)
3. PROPOSED FDOT TYPE "F" CURB AND GUTTER (TYP) (SEE DETAIL, SHEET C-6
4. PROPOSED VALLEY GUTTER (SEE DETAIL, SHEET C-6)
5. CONNECT TO EXISTING CURB AND GUTTER (CONNECT AT NEAREST EXISTING JOINT)
6. PROPOSED BRICK OR STAMPED CONCRETE (RED, WITH HERRING BONE PATTERN) (CONTRACTOR TO CONFIRM COLOR AND FINISH WITH DEVELOPER)
7. PROPOSED HANDICAP SPACE (TYP-5) (SEE DETAIL, SHEET C-6)
8. PROPOSED HANDICAP SIGN (TYP-5) (SEE DETAIL, SHEET C-6)
9. PROPOSED CONCRETE WHEELSTOP (TYP) (2 FEET MINIMUM FROM BACK OF SPACE) (SEE DETAIL, SHEET C-6)
10. PROPOSED R1-1 (SEE DETAIL, SHEET C-1) AND 24" WIDE THERMOPLASTIC STOP BAR (TYP-2) (PROVIDE 5' MINIMUM SEPARATION BETWEEN STOP BAR AND CROSS-WALK)
11. PROPOSED R1-1 (SEE DETAIL, SHEET C-1) AND 24" WIDE THERMOPLASTIC STOP BAR (TYP-4)
12. PROPOSED 12" WHITE THERMOPLASTIC SPECIAL EMPHASIS STRIPING AT 6' ON CENTER PER FDOT STANDARD PLAN INDEX 711-001 (SHEET 9 OF 13)
13. PROPOSED POOL DECK AREA (SEE PLANS BY OTHERS)
14. PROPOSED RETAINING WALL (TO BE DESIGNED AND PERMITTED SEPARATELY) (SEE CROSS-SECTION)
15. PROPOSED 6' HIGH MASONRY DUMPSTER ENCLOSURE (SEE SEPARATE PLANS BY ARCHITECT) (TO BE PERMITTED SEPARATELY)
16. PROPOSED CONCRETE PAVEMENT (SEE DETAIL, SHEET C-6)
17. EXISTING 6' WIDE CONCRETE SIDEWALK
18. EXISTING 7' WIDE CONCRETE SIDEWALK
19. PROPOSED 6' WIDE CONCRETE SIDEWALK (SEE DETAIL, SHEET C-6)
20. CONNECT TO EXISTING SIDEWALK
21. PROPOSED 5' WIDE CONCRETE SIDEWALK (SEE DETAIL, SHEET C-6)
22. PROPOSED 8' WIDE CONCRETE SIDEWALK (SEE DETAIL, SHEET C-6)
23. PROPOSED SIGN LOCATION (SEE PLANS BY OTHERS) (SIGN DESIGN TO BE PERMITTED SEPARATELY)
24. PROPOSED 8' WIDE CONCRETE SIDEWALK ADJACENT TO BUILDING (SEE DETAIL, SHEET C-6)
25. PROPOSED 5' WIDE CONCRETE SIDEWALK ADJACENT TO PARKING (SEE DETAIL, SHEET C-6)
26. PROPOSED 5' WIDE CONCRETE SIDEWALK ADJACENT TO PARKING (FLUSH) (SEE DETAIL, SHEET C-6)
27. PROPOSED 6' WIDE CURB CUT RAMP PER FDOT INDEX 522-002, CR-G (TYP-2) (SEE DETAIL, SHEET C-6) (INCLUDE DETECTABLE WARNING MAT PER NOTES AT TOP OF THIS PLAN SHEET)
28. PROPOSED 7' WIDE CURB CUT RAMP PER FDOT INDEX 522-002, CR-G (TYP-2) (SEE DETAIL, SHEET C-6) (INCLUDE DETECTABLE WARNING MAT PER NOTES AT TOP OF THIS PLAN SHEET)
29. PROPOSED CURB CUT RAMP PER FDOT INDEX 522-002, CR-C (MODIFIED) (SEE DETAIL, SHEET C-6) (INCLUDE DETECTABLE WARNING MAT PER NOTES AT TOP OF THIS PLAN SHEET)
30. PROPOSED CURB CUT RAMP PER FDOT INDEX 522-002, CR-E (SEE DETAIL, SHEET C-6) (INCLUDE DETECTABLE WARNING MAT PER NOTES AT TOP OF THIS PLAN SHEET)
31. TRANSITION CURB DOWN AT 4:1 IN THIS AREA
32. CURB REVEAL TRANSITIONS FROM 0" TO 6" IN THIS AREA (SEE PLAN SHEET C-2)
33. PROPOSED 12" WHITE THERMOPLASTIC SPECIAL EMPHASIS STRIPING AT 7' ON CENTER PER FDOT STANDARD PLAN INDEX 711-001 (SHEET 9 OF 13)
34. PROPOSED 6" DOUBLE YELLOW THERMOPLASTIC STRIPING PER FDOT STANDARD INDEX 711-001 (ALSO INCLUDE SPECIAL EMPHASIS MARKERS)
35. PROPOSED 6" DOUBLE YELLOW THERMOPLASTIC STRIPING PER FDOT STANDARD INDEX 711-001
36. PROPOSED BICYCLE RACK w/ ROOM FOR 9 BIKES (MADRAX, CAPITOL SQUARE, POWDER COAT, BLACK ON 9'X14' CONCRETE PAD) (CONCRETE TO MATCH SIDEWALK CONCRETE) (INCLUDE EXPANSION JOINT AND CONTROL JOINTS)
37. PROPOSED SCREENED GENERATOR (SEE ARCHITECTURAL PLANS)
38. PROPOSED TRANSFORMER PAD LOCATION (SEE SITE ELECTRICAL PLAN FOR EXACT LOCATION AND ADDITIONAL INFORMATION)
39. PROPOSED 5' WIDE SIDEWALK ADJACENT TO BUILDING (SEE DETAIL, SHEET C-6)
40. SIGHT VISIBILITY LINE
41. INCLUDE 7" HIGH STEP AT THIS LOCATION
42. PROPOSED 12'X25' LOADING ZONE
43. PROPOSED LIGHTPOLE (TYP) (SEE SITE ELECTRICAL PLANS) (POLE TO BE SET BACK MINIMUM 18" FROM BACK OF ADJACENT CURBING)

NOTE:
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REV/DATE	BY
12-21-23 AS PER CITY	M.C.
1-25-24 AS PER CITY	M.C.
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SITE LAYOUT PLAN
FOR
CAMBRIA SUITES AT OCOEE
OCOEE, FLORIDA
926 MAGUIRE ROAD

MITCHELL COLLINS * LICENSE No 54608 * STATE OF FLORIDA * PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MITCH COLLINS, P.E. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

MITCH COLLINS, P.E. # 54608
STATE OF FLORIDA, C.A.# 30623

DATE

Mitchell Collins, P.E.
801 E Hillcrest Street, Suite 1050, Orlando, FL 32803
407.757.1617 | 407.448.8979
mitchell@mitchellcollinspe.com

DRAWN BY:	M.C.
CHECKED BY:	M.C.
DATE:	10-25-23
SCALE:	1" = 30'
JOB NO:	223-020
SHEET NO:	C-1 OF C-9

ALL TOPOGRAPHIC INFORMATION IS BASED ON A SURVEY BY ACCURIGHT SURVEYS OF ORLANDO, INC., DATED 10-4-2023, USING DATUM 1988 (NAVD).

GRAPHIC SCALE
30 0 15 30 60
(IN FEET)
1 inch = 30 ft.

PROPOSED HOTEL
118 ROOMS
6 FLOORS
F.F. EL.: 120.50

POOL

PROPOSED WET DETENTION POND

RAIN GARDEN

VACANT - NO BUILDINGS OBSERVED

MAINE STREET
(RIGHT-OF-WAY WIDTH VARIES)

AND LESS & EXCEPT
MAINE STREET

MAGUIRE ROAD
(RIGHT-OF-WAY WIDTH VARIES)

SOUTH BLUFORD AVENUE
(66' RIGHT-OF-WAY)

SOUTH BLUFORD AVENUE
(FORMER STATE ROAD 439)
DB 430, PG 90
(66' R/W)

AND (LESS)

POB
(AND LESS & EXCEPT)

LESS & EXCEPT
NOT INCLUDED
PARCEL: 20-22-28-0000-00-059
OWNER: 880 S BLUFORD AVE LLC

C-2
FLU=COMMERCIAL
DAY CARE CENTER
DAY CARE

C-3
FLU=COMMERCIAL
FAIRFIELD INN AND SUITES
HOTEL

PARCEL: 20-22-28-0000-00-032
OWNER: BOULDER HOTEL ORLANDO WEST LLS
(NOT INCLUDED)

POB
(LESS & EXCEPT)
FND 3/4" IP
LB #2864

UNDER CONSTRUCTION

TREE CHART
1 - 24" OAK
2 - 24" OAK
3 - 20" OAK
4 - 24" OAK
5 - 21" OAK
6 - 14" OAK
7 - 28" OAK
8 - 30" OAK
9 - 28" OAK
10 - 15" CHINA
11 - 16" OAK
12 - 26" OAK
13 - 48" OAK
14 - CRAPE MYRTLE
15 - CRAPE MYRTLE
16 - CRAPE MYRTLE

SITE BENCHMARK #1
N&D, LB #4475
ELEVATION = 119.00
NAVD 88

SITE BENCHMARK #2
N&D, "SSMC"
ELEVATION = 119.18
NAVD 88

SITE BENCHMARK #3
N&D, SSMC
ELEVATION = 121.95
NAVD 88

GRADING LEGEND

EL	ELEVATION
TYP	TYPICAL
L.F.	LINEAR FEET
c.o.	CLEANOUT
INV.	INVERT ELEVATION
49.58	EXISTING ELEVATION
50.23	PROPOSED SPOT ELEVATION
50.23	PROPOSED SPOT ELEVATION BASED ON EXISTING GRADE
50.73 / 50.23	PROPOSED SPOT ELEVATION (TOP OF SIDEWALK/ASPHALT)
	DRAINAGE INLET
	MITERED END SECTION
	DRAINAGE PIPE
	EXISTING EASEMENT (DEPICTED ON PLAN)
	PROPOSED EASEMENT (DEPICTED ON PLAN)
	SURFACE STORMWATER FLOW
HP	HIGH-PERFORMANCE POLYPROPYLENE PIPE
RCP	REINFORCED CONCRETE PIPE
FF	FINISHED FLOOR
S-1	STORM SEWER STRUCTURE ID
	SILT FENCE BARRIER (SEE SHEET C-3)
	PROPOSED ASPHALT PAVEMENT (SEE DETAIL)
	PROPOSED CONCRETE PAVEMENT (SEE DETAIL)

KEY NOTES: (#)

1. PROPOSED 58 LF OF 18"ø RCP AT 0.52%
2. PROPOSED 58 LF OF 18"ø RCP AT 0.52%
3. PROPOSED 83 LF OF 18"ø RCP AT 0.48%
4. PROPOSED 41 LF OF 24"ø RCP AT 1.71%
5. PROPOSED 58 LF OF 18"ø RCP AT 0.52%
6. PROPOSED 58 LF OF 18"ø RCP AT 1.38%
7. PROPOSED 39 LF OF 18"ø RCP AT 0.73%
8. CORE AND DRILL INTO EXISTING STORM MANHOLE AT INVERT ELEVATION 114.20
9. PROPOSED 77 LF OF 18"ø RCP AT 3.90%
10. PROPOSED 110 LF OF 18"ø RCP AT 3.16%
11. PROPOSED IN-LINE CLEANOUT AT INV. EL. 117.00 AND 85 LF OF 12"ø HP STORM PIPE AT 0.94% (PROVIDE UPSTREAM CONNECTION TO ROOF DRAIN PIPE) (SEE PLUMBING PLANS)
12. PROPOSED IN-LINE CLEANOUT AT INV. EL. 117.00 AND 80 LF OF 12"ø HP STORM PIPE AT 0.88% (PROVIDE UPSTREAM CONNECTION TO ROOF DRAIN PIPE) (SEE PLUMBING PLANS)
13. PROPOSED 46 LF OF 18"ø RCP AT 2.17%
14. CORE AND DRILL INTO EXISTING STORM MANHOLE AT INVERT ELEVATION 116.00
15. SIDEWALK LEVEL WITH ASPHALT IN THIS AREA

STORM STRUCTURE TABULATION

STRUCTURE	TYPE OF STRUCTURE	GRATE EL.	N. INV.	S. INV.	E. INV.	W. INV.	NOTES
S - 1	TYPE "E"	119.20	116.20	116.20	--	--	(SEE DETAIL)
S - 2	TYPE "E"	119.20	115.90	115.90	--	--	(SEE DETAIL)
S - 3	TYPE "E"	119.20	115.60	--	115.60	--	(SEE DETAIL)
S - 4	TYPE "E"	119.30	115.20	--	--	115.20	(SEE DETAIL)
S - 5	MES	114.50	--	--	--	--	(SEE DETAIL)
S - 6	TYPE "E"	119.30	116.30	116.30	--	--	(SEE DETAIL)
S - 7	TYPE "E"	119.30	116.00	116.00	--	--	(SEE DETAIL)
S - 8	TYPE "C"	118.80	--	--	--	115.00	(OVERFLOW)(SEE DETAIL)
S - 9	TYPE "E"	120.00	--	--	117.00	117.00	(OVERFLOW)(SEE DETAIL)
S - 10	TYPE "E"	117.00	--	114.00	--	114.00	(SEE DETAIL)
S - 11	TYPE "E"	119.70	--	--	116.70	--	(SEE DETAIL)

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REV/DATE	BY
12-21-23 AS PER CITY	M.C.
1-25-24 AS PER CITY	M.C.
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GRADING AND DRAINAGE PLAN
FOR
CAMBRIA SUITES AT OCOEE
OCOEE, FLORIDA
926 MAGUIRE ROAD

BRANDON MICHAEL COLLINS LICENSE No. 84608 STATE OF FLORIDA PROFESSIONAL ENGINEER

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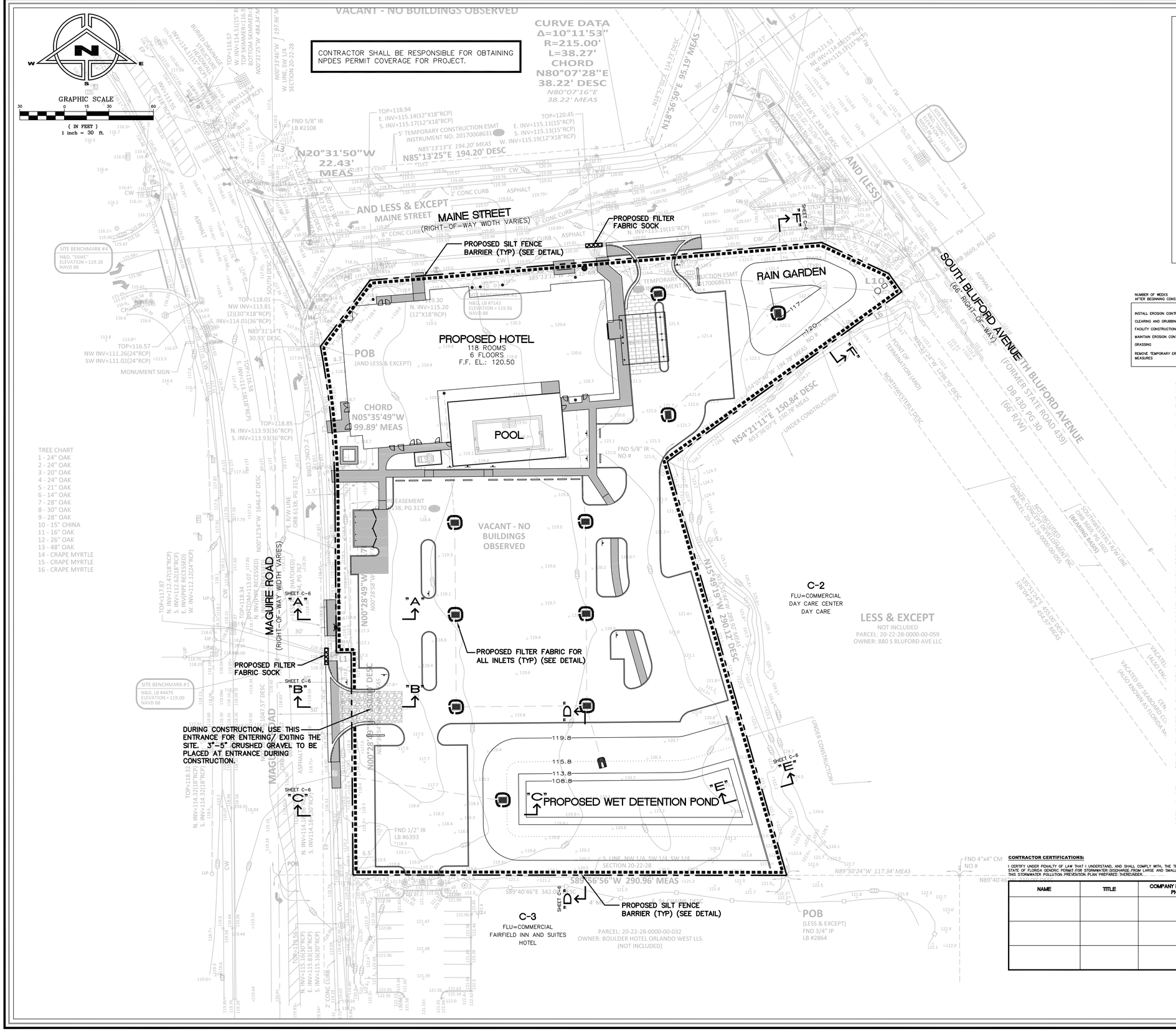
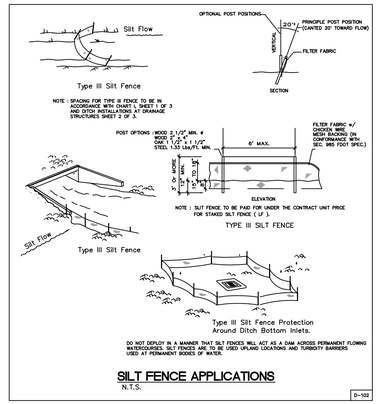
MITCH COLLINS, P.E. # 84608
STATE OF FLORIDA, C.A.# 9923
DATE

Mitchell Collins, P.E.
801 N. Orlando Ave., Suite 210, Winter Park, FL 32789
Phone: 407.599.1122 Fax: 407.599.1133
mitchell@mitchellcollinspe.com

DRAWN BY:	M.C.
CHECKED BY:	M.C.
DATE:	10-25-23
SCALE:	1" = 30'
JOB NO:	223-020
SHEET NO:	C-2 OF C-9





NUMBER OF WEEKS AFTER BEGINNING CONSTRUCTION	0	1	2	3	4	5	6	67	68	69	70	71	72
INSTALL EROSION CONTROL MEASURES													
CLEARING AND GRUBBING													
FACILITY CONSTRUCTION													
MAINTAIN EROSION CONTROL MEASURES													
GRASSING													
REMOVE TEMPORARY EROSION CONTROL MEASURES													

LOCATION:

SITE LOCATION: 924 MAGUIRE ROAD OCOEE, FL 34761

DISTURBED AREA: 113,898 SF=2.615 ACRES

LAT/LONG: 28°33'15"/81°32'29"

OUTFALL LOCATION: LAKE LOTTA

CONSTRUCTION SEQUENCE:

1. INSTALL STABILIZED CONSTRUCTION ENTRANCE
2. INSTALL SILT FENCES AS REQUIRED
3. STOCKPILE TOPSOIL IF REQUIRED
4. PERFORM PRELIMINARY GRADING ON SITE AS REQUIRED
5. STABILIZE DENUDED AREAS AND STOCKPILES AS SOON AS PRACTICAL
6. INSTALL STORM SEWER
7. CONSTRUCT BUILDING AND OTHER UNDERGROUND UTILITIES
8. INSTALL PAVEMENT AND CURBING
9. INSTALL LANDSCAPING AND SOD
10. REMOVE ACCUMULATED SEDIMENT FROM BASINS
11. WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE IS STABILIZED, REMOVE ANY TEMPORARY BMP MEASURES

SOIL TYPES:

20—IMMOKALEE FINE SAND
46—TAVARES FINE SAND

DEWATERING METHODS AND LOCATIONS:

DEWATERING SHALL BE UTILIZED ONLY IF NECESSARY BY MEANS OF A WELL POINT SYSTEM. DISCHARGE FROM THE WELL POINT SYSTEM SHALL BE DIRECTED TO THE PROPOSED DRAINAGE STRUCTURES. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR WELL POINT SYSTEM PRIOR TO CONSTRUCTION.

EROSION TEMPORARY MEASURES (BMP'S):

A. SILT FENCE BARRIERS SHALL BE USED TO PROTECT PROPOSED INLETS PER DETAILS
B. FILTER FABRIC BARRIERS SHALL BE USED AT THE PERIMETER/LIMITS OF THE PROPOSED CONSTRUCTION TO PREVENT SEDIMENT FROM LEAVING THE PROJECT BOUNDARIES OR DISCHARGING INTO OFF-SITE DRAINAGE FACILITIES
C. STOCKPILING MATERIAL: NO EXCAVATED MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE INTO ANY ADJACENT WATER BODY OR STORMWATER COLLECTION FACILITY
D. INLET PROTECTION: INLETS AND CATCH BASINS WHICH DISCHARGE DIRECTLY OFF-SITE SHALL BE PROTECTED FROM SEDIMENT-LADEN STORM RUNOFF UNTIL THE COMPLETION OF ALL CONSTRUCTION OPERATIONS THAT MAY CONTRIBUTE SEDIMENT TO THE INLET
E. TEMPORARY SEEDING AND MULCHING: AREAS OPENED BY CONSTRUCTION OPERATIONS AND THAT ARE NOT ANTICIPATED TO BE RE-EXCAVATED OR DRESSED AND RECEIVE FINAL GRASSING TREATMENT WITHIN 30 DAYS SHALL BE SEEDED WITH A QUICK GROWING GRASS SPECIES WHICH WILL PROVIDE AN EARLY COVER DURING THE SEASON IN WHICH IT IS PLANTED AND WILL NOT LATER COMPETE WITH THE PERMANENT GRASSING. SLOPES STEEPER THAN 6:1 THAT FALL WITHIN THE CATEGORY ESTABLISHED IN PARAGRAPH B ABOVE SHALL ADDITIONALLY RECEIVE MULCHING OF APPROXIMATELY 2 INCHES LOOSE MEASURE OF MULCH MATERIAL CUT INTO THE SOIL OF THE SEEDED AREA ADEQUATE TO PREVENT MOVEMENT OF THE SEED AND MULCH.
F. MAINTENANCE: ALL FEATURES OF THE PROJECT DESIGNED AND CONSTRUCTED TO PREVENT EROSION AND SEDIMENT CONTROL SHALL BE MAINTAINED DURING THE LIFE OF THE CONSTRUCTION SO AS TO FUNCTION AS THEY WERE ORIGINALLY DESIGNED AND CONSTRUCTED.
G. GRAVEL CONSTRUCTION ENTRANCE SHALL BE INSTALLED TO A MINIMUM DEPTH OF 4 INCHES TO PREVENT SEDIMENT FROM LEAVING CONSTRUCTION SITE.

PERMANENT EROSION CONTROL MEASURES (BMP'S):

A. PERMANENT SODDING: ALL AREAS WHICH HAVE BEEN DISTURBED BY CONSTRUCTION WILL, AS A MINIMUM, BE SODDED. THE SEEDING MIX MUST PROVIDE BOTH LONG-TERM VEGETATION AND RAPID GROWTH SEASONAL VEGETATION. SLOPES STEEPER THAN 4:1 SHALL BE SEEDED AND MULCHED OR SODDED.
B. MAINTENANCE OF STORMWATER MANAGEMENT SYSTEM: THE PERMITTED STORMWATER MANAGEMENT SYSTEM SHALL BE MAINTAINED, CLEANED AND INSPECTED IN ACCORDANCE WITH THE SJRWMD PERMIT.

INSPECTIONS:

A. CONSTRUCTION SITE WILL BE INSPECTED FOR EROSION PROBLEMS DAILY AFTER EACH RAINFALL GREATER THAN 0.5 INCHES. A RAIN GAGE WILL BE ON SITE TO MEASURE THE RAINFALL AMOUNTS.
B. ALL CONTROL MEASURES WILL BE INSPECTED BY THE SUPERINTENDENT, THE PERSON RESPONSIBLE FOR THE DAY TO DAY SITE OPERATIONS OR SOMEONE APPOINTED BY THE SUPERINTENDENT. AT LEAST ONCE AND FOLLOWING ANY STORM EVENT OF 0.25 INCHES OR GREATER.
C. ALL TURBIDITY CONTROL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER; IF A REPAIR IS NECESSARY, IT WILL BE INITIATED WITHIN 24 HOURS OR REPORTED.
D. BUILT UP SEDIMENT WILL BE REMOVED FROM THE SILT FENCE WHEN IT HAS REACHED ONE-THIRD THE HEIGHT OF THE FENCE.
E. THE SILT FENCE WILL BE INSPECTED FOR DEPTH OF SEDIMENT, TEARS, TO SEE IF THE FABRIC IS SECURELY ATTACHED TO THE FENCE POSTS, AND TO SEE THAT THE FENCE POSTS ARE FIRMLY IN THE GROUND.
F. TEMPORARY AND PERMANENT SEEDING AND PLANTING WILL BE INSPECTED FOR BARE SPOTS, WASHOUTS, AND HEALTHY GROWTH.
G. A MAINTENANCE INSPECTION REPORT WILL BE MADE AFTER EACH INSPECTION. A COPY OF THE REPORT FORM TO BE COMPLETED BY THE INSPECTOR IS ATTACHED. THE REPORTS WILL BE KEPT ON SITE DURING CONSTRUCTION AND AVAILABLE UPON REQUEST TO THE OWNER, ENGINEER OR ANY FEDERAL, STATE OR LOCAL AGENCY APPROVING SEDIMENT AND EROSION CONTROL PLANS OR STORMWATER MANAGEMENT PLANS. THE REPORTS SHALL BE MADE AND RETAINED AS PART OF THE STORMWATER POLLUTION PREVENTION PLAN FOR AT LEAST THREE YEARS FROM THE DATE THAT THE SITE WAS FINALLY STABILIZED AND THE NOTICE OF TERMINATION IS SUBMITTED. THE REPORTS SHALL IDENTIFY ANY INCIDENTS OF NON-COMPLIANCE.
H. PERSONNEL SELECTED FOR INSPECTION AND MAINTENANCE RESPONSIBILITIES WILL RECEIVE TRAINING FROM THE SITE SUPERINTENDENT. THEY WILL BE TRAINED IN ALL THE INSPECTION AND MAINTENANCE PRACTICES NECESSARY FOR KEEPING THE EROSION AND SEDIMENT CONTROLS USED ON-SITE IN GOOD WORKING ORDER AND FILLING OUT THE INSPECTION AND MAINTENANCE REPORTS.

ADDITIONAL NOTES:

A. NON-STORMWATER DISCHARGES:
IT IS EXPECTED THAT THE FOLLOWING NON-STORMWATER DISCHARGES WILL OCCUR FROM THE SITE DURING THE CONSTRUCTION PERIOD:
1. PAVEMENT WASH WATERS (WHERE NO SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE OCCURRED).
2. UNCONTAMINATED GROUNDWATER (FROM DEWATERING EXCAVATION).
ALL NON-STORMWATER DISCHARGES WILL BE DIRECTED TO THE PROPOSED DRAINAGE STRUCTURES/SWALES.
B. CONTRACTOR IS RESPONSIBLE FOR INSTALLING ANY ADDITIONAL EROSION CONTROL IF IT BECOMES NECESSARY TO MEET THE STATE AND LOCAL STANDARDS.
C. OPERATOR AND/OR RESPONSIBLE AUTHORITY: MAGUIRE HOLDING GROUP, LLC

CONTRACTOR CERTIFICATIONS:

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, AND SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN PREPARED THEREUNDER.

NAME	TITLE	COMPANY NAME, ADDRESS, PHONE NO	DATE	SIGNATURE

NOTE:
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REV/DATE	BY
12-21-23 AS PER CITY	M.C.
1-25-24 AS PER CITY	M.C.
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EROSION CONTROL PLAN
FOR
CAMBRIA SUITES AT OCOEE
OCOEE, FLORIDA
926 MAGUIRE ROAD

BRANDON MITCHELL COLLINS LICENSE No 54608 STATE OF FLORIDA PROFESSIONAL ENGINEER

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MITCH COLLINS, P.E.# 54608
STATE OF FLORIDA, C.A.# 30623

DATE

MITCHELL & WHITE GROUP, PLLC
901 N. ORANGE AVENUE, SUITE 1100, ORLANDO, FL 32801
PHONE: (407) 648-8777 FAX: (407) 648-8779
mitch@mitchellwhite.com

DRAWN BY:	M.C.
CHECKED BY:	M.C.
DATE:	10-25-23
SCALE:	1" = 30'
JOB NO:	223-020
SHEET NO:	C-3 OF C-9

GRAPHIC SCALE
30 0 15 30 60
(IN FEET)
1 inch = 30 ft.

VACANT - NO BUILDINGS OBSERVED

CURVE DATA
Δ=10°11'53"
R=215.00'
L=38.27'
CHORD
N80°07'28"E
38.22' DESC
N80°07'16"E
38.22' MEAS

N56°50'E 95.19' MEAS

N20°31'50"W 22.43' MEAS

N85°13'25"E 194.20' DESC
N85°13'13"E 194.20' MEAS

5' TEMPORARY CONSTRUCTION ESMT INSTRUMENT NO. 20170068631

AND (LESS)

AND LESS & EXCEPT MAINE STREET

MAINE STREET
(RIGHT-OF-WAY WIDTH VARIES)

SOUTH BLUFORD AVENUE
(66' RIGHT-OF-WAY)

SOUTH BLUFORD AVENUE
(FORMER STATE ROAD 439)
DB 430, PG 90
(66' R/W)

RAIN GARDEN

PROPOSED HOTEL
118 ROOMS
6 FLOORS
F.F. EL.: 120.50

FIRE TRUCK TURNING PATH

POOL

POB
(AND LESS & EXCEPT)

CHORD
N05°35'49"W
99.89' MEAS

VACANT - NO BUILDINGS OBSERVED

PROPOSED WET DETENTION POND

FIRE TRUCK TURNING PATH

45.70
10.00 24.00
OCFRD Platform
feet
Width 8.33
Track 8.33
Lock to Lock Time 6.0
Steering Angle 44.2

C-2
FLU=COMMERCIAL
DAY CARE CENTER
DAY CARE

LESS & EXCEPT
NOT INCLUDED
PARCEL: 20-22-28-0000-00-059
OWNER: 880 S BLUFORD AVE LLC

C-3
FLU=COMMERCIAL
FAIRFIELD INN AND SUITES HOTEL

PARCEL: 20-22-28-0000-00-032
OWNER: BLUFORD HOTEL ORLANDO WEST LLS
(NOT INCLUDED)

POB
(LESS & EXCEPT)
FND 3/4" IP
LB #2864

MAGUIRE ROAD
(RIGHT-OF-WAY WIDTH VARIES)

SITE BENCHMARK #1
N&D, LB #4475
ELEVATION = 119.00
NAVD 88

SITE BENCHMARK #2
N&D, LB #7143
ELEVATION = 119.56
NAVD 88

SITE BENCHMARK #3
N&D, "SSMC"
ELEVATION = 121.95
NAVD 88

SITE BENCHMARK #4
N&D, "SSMC"
ELEVATION = 119.18
NAVD 88

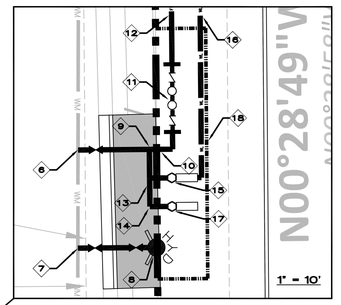
MONUMENT SIGN

TREE CHART
1 - 24" OAK
2 - 24" OAK
3 - 20" OAK
4 - 24" OAK
5 - 21" OAK
6 - 14" OAK
7 - 28" OAK
8 - 30" OAK
9 - 28" OAK
10 - 15" CHINA
11 - 16" OAK
12 - 26" OAK
13 - 48" OAK
14 - CRAPE MYRTLE
15 - CRAPE MYRTLE
16 - CRAPE MYRTLE

N89°50'24"W 117.34' MEAS
N89°57'21"E 192.87' MEAS
N89°40'46"W 310.00' DESC
S89°56'56"W 290.96' MEAS
S89°56'46"E 342.00' DESC
N00°28'49"W 150.00' DESC
N15°45'19"W 290.12' DESC
N54°21'11"E 150.84' DESC
N53°56'07"E 150.78' MEAS
S64°07'40"W 194.78' MEAS
N35°51'24"W 1298.70' DESC

FND 5/8" IR LB #2108
FND 1/2" IR LB #6393
FND 4"x4" CM NO #
FND 5/8" IR NO #
FND 4" MF
E. 9± CHAINS DESC
POINT OF TERMINATION (AND)
NORTHWESTERLY DESC
UNDER CONSTRUCTION
S. LINE, NW 1/4, SW 1/4, SW 1/4 SECTION 20-22-28
E. R/W LINE ORB 6138, PG 3157
SOUTHWESTERLY R/W LINE ORB 3669, PG 1602 (BEARING BASIS)
NOT INCLUDED PARCEL: 20-22-28-0000-00-055 OWNER: CONCEPT DEVELOPMENT INC
VACATED 80' SEABOARD COAST LINE (ALSO KNOWN AS FLORIDA MIDLAND)
CENTERLINE OF CONSTRUCTION
2' CONC CURB
8" CONC CURB
ASPHALT
DWM (TYP)
SHEET C-6 "A" "B" "C" "E"

FIRE FLOW CALCULATIONS	
PER NFPA 1, 18.4.5.2.1 (FFPC, 7TH EDITION)	
BUILDING AREA:	79,902 SF
TYPE OF CONSTRUCTION:	II(000), UNPROTECTED, SPRINKLERED
REQUIRED FIRE FLOW DEMAND: (PER TABLE H 5.1)	6,000 GPM
FIRE SPRINKLER SYSTEM PROVIDED? (REDUCE NFF 75% WITH SPRINKLER SYSTEM)	YES
REQUIRED FIRE FLOW DEMAND (ADJUSTED):	1,500 GPM
REQUIRED FIRE FLOW DEMAND:	**1,500 GPM**
NUMBER OF HYDRANTS REQUIRED:	**TWO**
NUMBER OF HYDRANTS PROVIDED:	**TWO (ONE EXISTING AND ONE PROPOSED)**



WATER CONNECTION DETAIL

UTILITY LEGEND

●	PROPOSED SANITARY MANHOLE
* c.o.	PROPOSED CLEANOUT
⋈	PROPOSED GATE VALVE
FH	PROPOSED FIRE HYDRANT
▶	PROPOSED REDUCER
●	PROPOSED BLOWOFF
⬡	PROPOSED WATER METER
▭	PROPOSED BACKFLOW PREVENTER
WL	WATER LINE
FL	FIRE LINE
L.F.	LINEAR FEET
	EXISTING EASEMENT (DEPICTED ON PLAN)
	PROPOSED EASEMENT (DEPICTED ON PLAN)

KEY NOTES (WATER): #

1. EXISTING 12"ø WATER MAIN
2. EXISTING 10"ø WATER MAIN
3. EXISTING 8"ø WATER MAIN
4. EXISTING 8"ø WATER MAIN STUBOUT
5. RELOCATE EXISTING FIRE HYDRANT TO THIS LOCATION (SEE PLAN SHEET D-1) (INCLUDE 30 LF OF 6"ø PVC WATER MAIN)
6. PROPOSED 12"X8" WET TAP (BY CONTRACTOR) WITH 8" GATE VALVE AND 9 LF OF 8"ø PVC WATER MAIN (SEE DETAIL, SHEET C-7)
7. PROPOSED 12"X6" WET TAP (BY CONTRACTOR) WITH 6" GATE VALVE AND 9 LF OF 6"ø PVC WATER MAIN (SEE DETAIL, SHEET C-7)
8. PROPOSED FIRE HYDRANT ASSEMBLY (SEE DETAIL, SHEET C-7)
9. PROPOSED 8"X4" TEE
10. PROPOSED 2 LF OF 8"ø PVC WATER MAIN AND 90° BEND
11. PROPOSED 8" DDCVA (POINT OF SERVICE AND FDC) (SEE DETAIL, SHEET C-7) (SIZE TO BE CONFIRMED BY FIRE ENGINEER) (SEE SEPARATE FIRE PLANS)
12. PROPOSED 102 LF (TO BUILDING) OF 8"ø PVC FIRE LINE (C-900, DR-14, PC-200) (SIZE TO BE CONFIRMED BY FIRE ENGINEER) (SEE SEPARATE FIRE PLANS)
13. PROPOSED 8 LF OF 4"ø PVC WATER LINE WITH 4" TEE FOR DOMESTIC SERVICE
14. PROPOSED 90° BEND AND 4"X2" REDUCER
15. PROPOSED 3" DOMESTIC METER (BY CITY) w/ RPBFP (BY CONTRACTOR) (SEE DETAIL, SHEET C-7)
16. PROPOSED 118 LF (TO BUILDING) OF 4"ø PVC DOMESTIC SERVICE LINE
17. PROPOSED 1.5" IRRIGATION METER (BY CITY) w/ RPBFP (BY CONTRACTOR) (SEE DETAIL, SHEET C-7)
18. PROPOSED UTILITY EASEMENT

NOTE:
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REV/DATE	BY
12-21-23 AS PER CITY	M.C.
1-25-24 AS PER CITY	M.C.
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WATER UTILITY PLAN
FOR
CAMBRIA SUITES AT OCOEE
OCOEE, FLORIDA
926 MAGUIRE ROAD

MITCHELL COLLINS * LICENSE No 54608 * STATE OF FLORIDA * PROFESSIONAL ENGINEER

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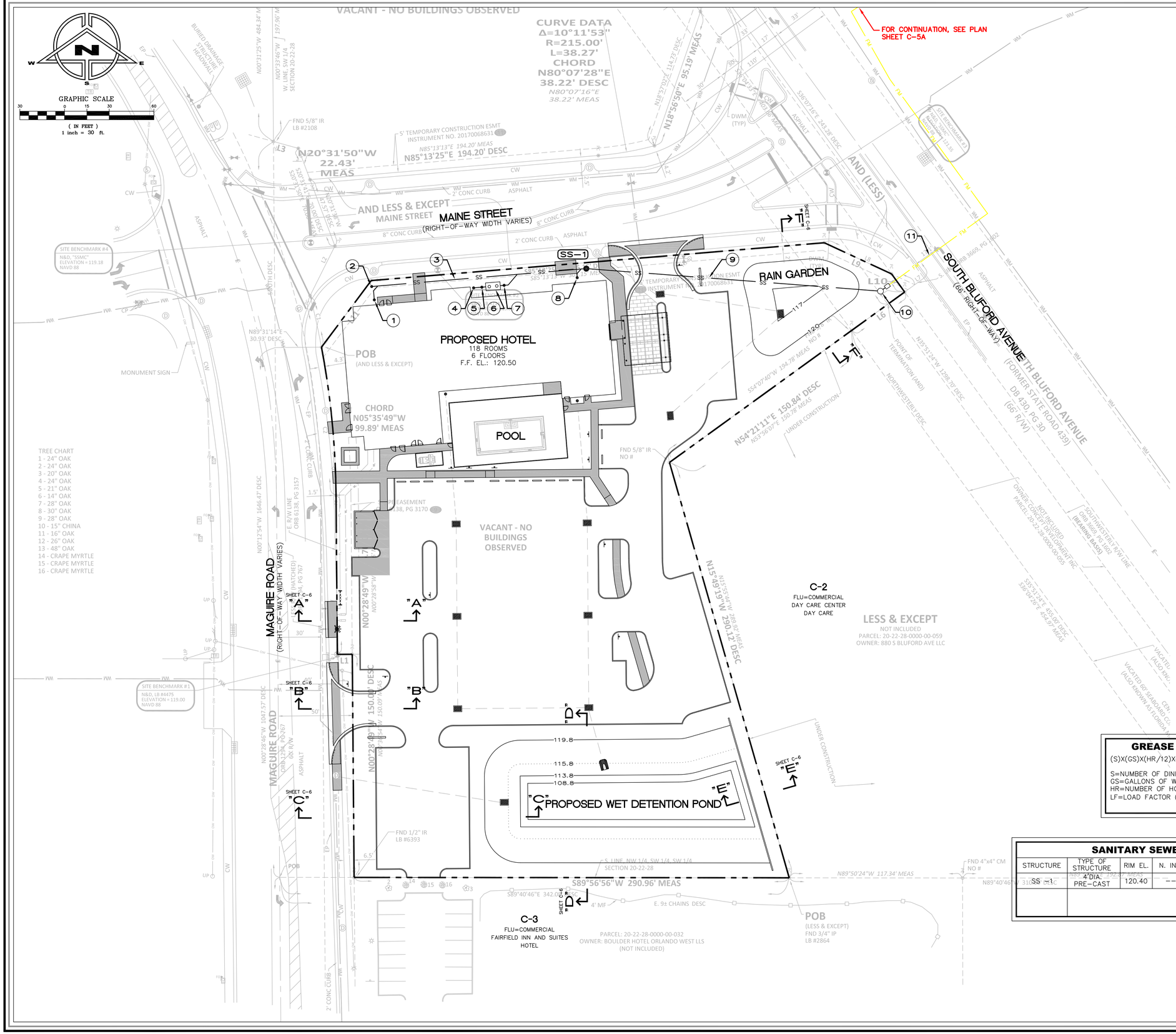
MITCH COLLINS, P.E. # 54608
STATE OF FLORIDA, C.A.# 30623

DATE

Mitchell Collins, P.E.
801 Cromwell Drive, Suite 2 | Winter Park, FL 32789 | 407.599.5533
Lakeland, FL 33803 | 407.448.8979
mitchell@mitchellpe.com

DRAWN BY:	M.C.
CHECKED BY:	M.C.
DATE:	10-25-23
SCALE:	1" = 30'
JOB NO:	223-020
SHEET NO:	C-4 OF C-9



UTILITY LEGEND

SS	SANITARY SEWER
●	PROPOSED SANITARY MANHOLE
• c.o.	PROPOSED CLEANOUT
SS-?	PROPOSED SANITARY STRUCTURE ID
	PROPOSED FIRE HYDRANT
L.F.	LINEAR FEET
	EXISTING EASEMENT (DEPICTED ON PLAN)
	PROPOSED EASEMENT (DEPICTED ON PLAN)

KEY NOTES (SEWER): (#)

1. PROPOSED IN-LINE CLEANOUT AT INV. EL. 116.00 (SEE DETAIL, SHEET C-7) WITH 10 LF OF 6"ø PVC SANITARY LINE AT 1.00% WITH WYE CONNECTION AT DOWNSTREAM END
2. PROPOSED OFF-LINE CLEANOUT AT INV. EL. 115.90 (SEE DETAIL, SHEET C-7)
3. PROPOSED 142 LF OF 6"ø PVC SANITARY LINE AT 1.13%
4. PROPOSED IN-LINE CLEANOUT AT INV. EL. 116.00 (SEE DETAIL, SHEET C-7) AND 8 LF OF 6"ø PVC SANITARY LINE AT 1.25%
5. PROPOSED IN-LINE CLEANOUT AT INV. EL. 115.92 (SEE DETAIL, SHEET C-7)
6. PROPOSED 1,250 GALLON GREASE TRAP (SEE DETAIL, SHEET C-7) (RIM=120.30, INLET INVERT=115.90, OUTLET INVERT=115.60)
7. PROPOSED IN-LINE CLEANOUT AT INV. EL. 115.58 (SEE DETAIL, SHEET C-7) AND 15 LF OF 6"ø PVC SANITARY LINE AT 5.20% WITH WYE CONNECTION AT DOWNSTREAM END
8. PROPOSED IN-LINE CLEANOUT AT INV. EL. 115.00 (SEE DETAIL, SHEET C-7) WITH 10 LF OF 6"ø PVC SANITARY LINE AT 6.70% WITH WYE CONNECTION AT DOWNSTREAM END
9. PROPOSED 194 LF OF 8"ø PVC SANITARY LINE AT 0.62%
10. PROPOSED SANITARY LIFT STATION (TOP ELEVATION=121.50, W. INVERT ELEVATION=113.00) (SEE DETAIL, SHEET C-9)
11. PROPOSED 1,279 LF OF 2"ø PVC SANITARY FORCE MAIN (SCHEDULE 80) (SEE PLAN SHEETS C-5A AND C-5B FOR FORCE MAIN PLAN/PROFILE)

GREASE TRAP SIZING CALCULATIONS

(S)X(GS)X(HR/12)X(LF) = (45)X(10)X(16/12)X(1.00) = 600 GALLONS

S=NUMBER OF DINING SEATS
GS=GALLONS OF WASTEWATER PER SEAT
HR=NUMBER OF HOURS RESTAURANT IS OPEN
LF=LOAD FACTOR (1.00)

SANITARY SEWER STRUCTURE TABULATION

STRUCTURE	TYPE OF STRUCTURE	RIM EL.	N. INV.	S. INV.	E. INV.	W. INV.	NOTES
SS-1	4'DIA. PRE-CAST	120.40	--	--	114.20	114.30	(SEE DETAIL)

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12-21-23 AS PER CITY	M.C.
1-25-24 AS PER CITY	M.C.
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SANITARY UTILITY PLAN
FOR
CAMBRIA SUITES AT OCOEE
OCOEE, FLORIDA
926 MAGUIRE ROAD

MITCHELL COLLINS * LICENSE No 34608 * STATE OF FLORIDA * PROFESSIONAL ENGINEER

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MITCH COLLINS, P.E. # 34608, STATE OF FLORIDA, C.A.# 9303

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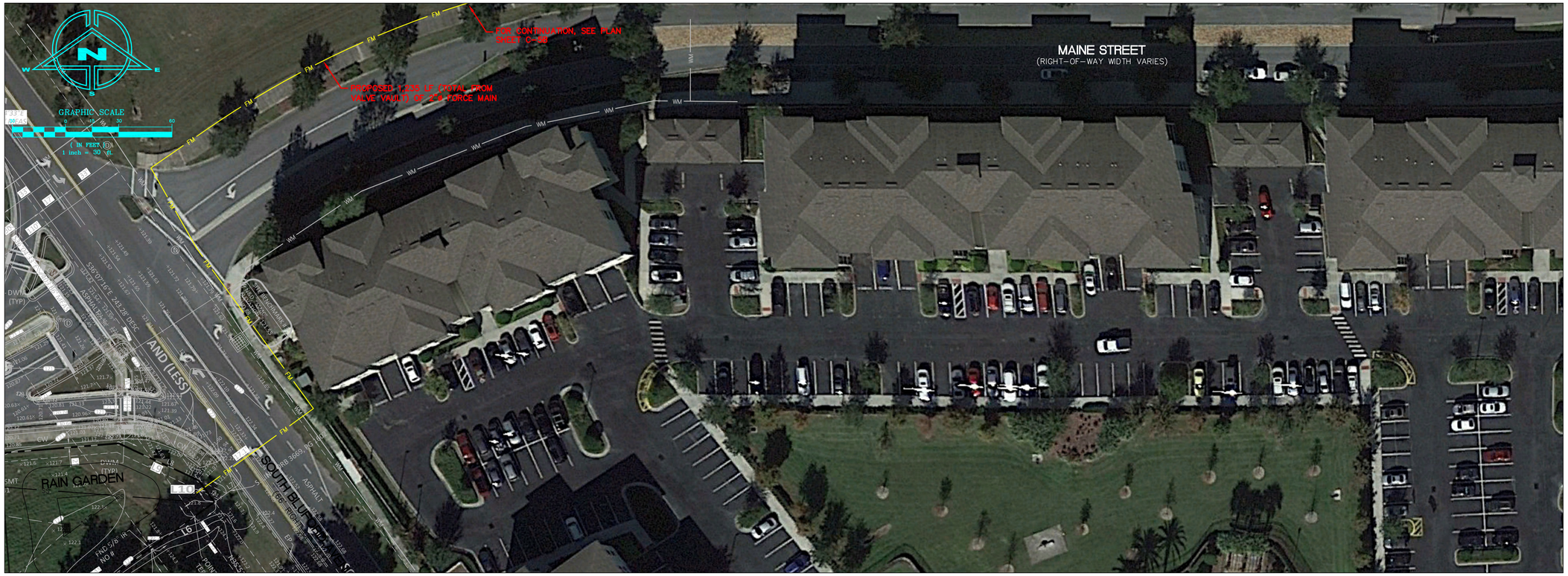
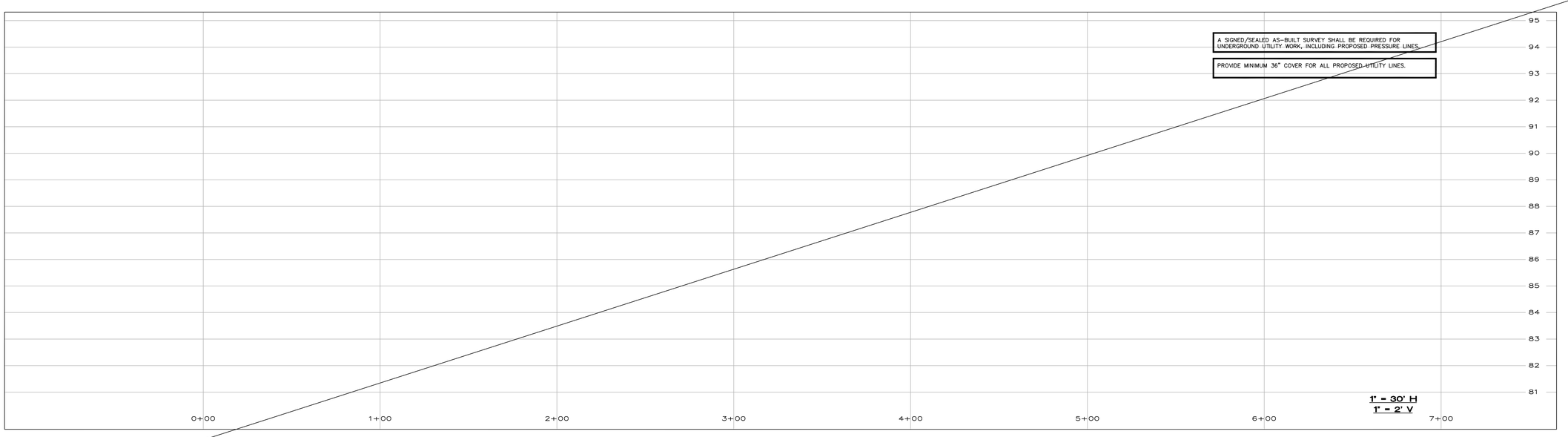
DRAWN BY:	M.C.
CHECKED BY:	M.C.
DATE:	10-25-23
SCALE:	1" = 30'
JOB NO:	223-020
SHEET NO:	C-5 OF C-9





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REV/DATE	BY
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FORCE MAIN PLAN/PROFILE
FOR
CAMBRIA SUITES AT OCOEE
OCOEE, FLORIDA
926 MAGUIRE ROAD

MITCHELL COLLINS ★ BENCHMARK PROFESSIONAL ENGINEERING
LICENSE No 54608 ★ STATE OF FLORIDA

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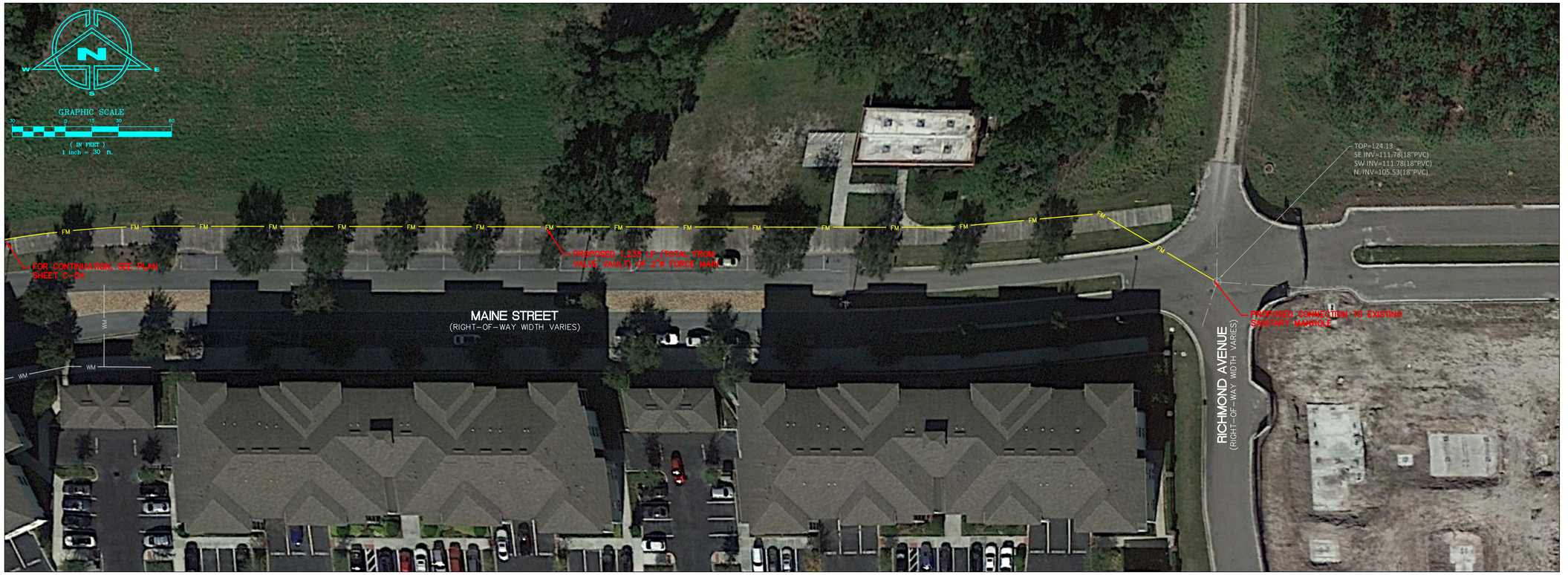
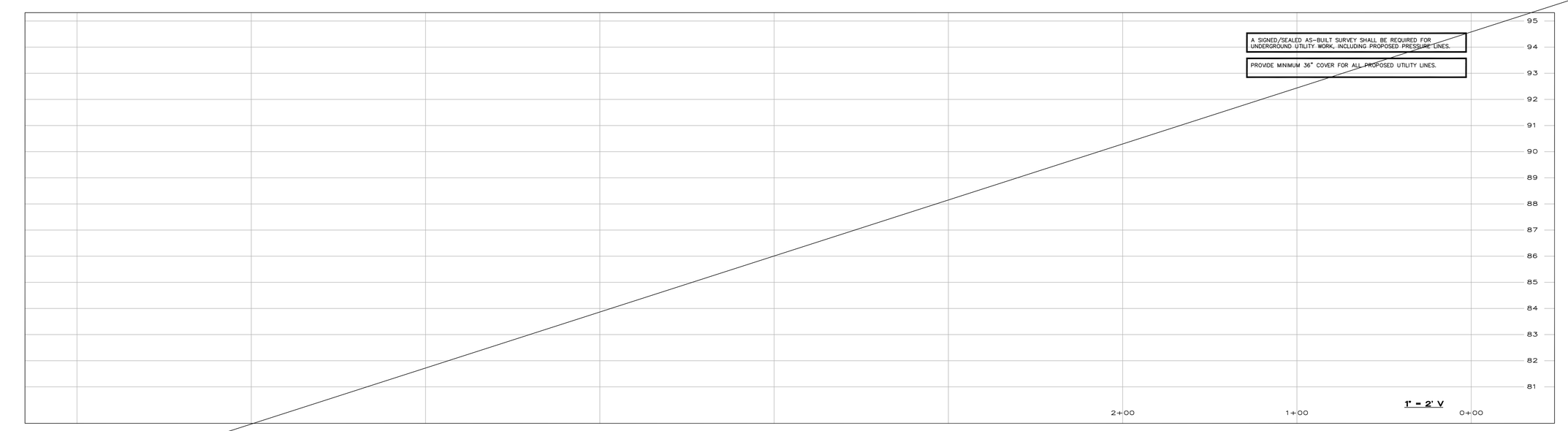
CHECKED BY:	M.C.
DATE:	10-25-23
SCALE:	AS SHOWN
JOB NO:	223-020
SHEET NO:	C-5A OF C-9





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REV/DATE	BY
1-25-24 AS PER CITY	M.C.
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FORCE MAIN PLAN/PROFILE
FOR
CAMBRIA SUITES AT OCOEE
OCOEE, FLORIDA
926 MAGUIRE ROAD

MITCHELL COLLINS ★ BROKEN SOUND PROFESSIONAL ENGINEER
LICENSE No 34608 ★ STATE OF FLORIDA

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mitch@brokensound.com

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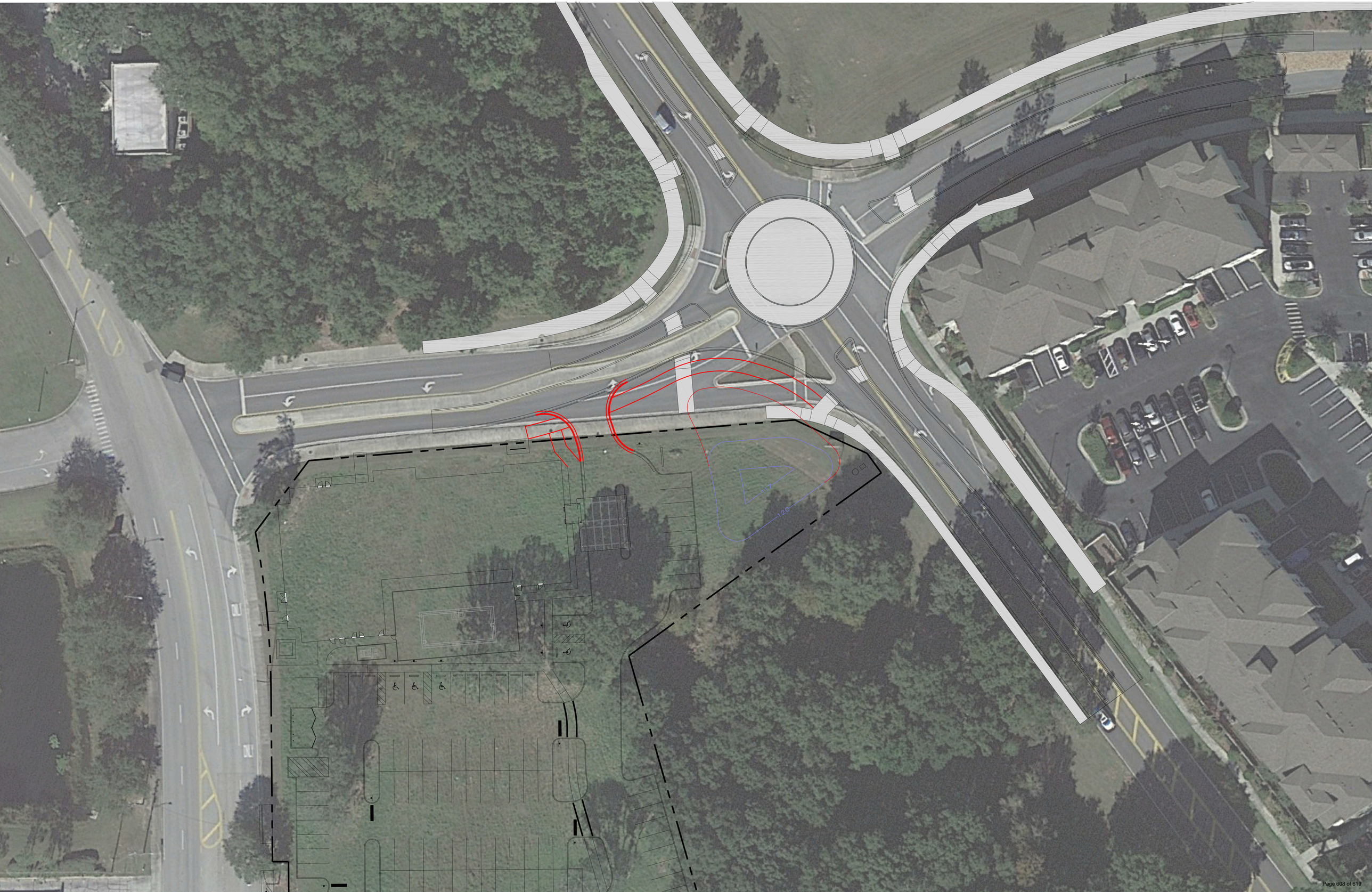
SCALE:	AS SHOWN
JOB NO:	223-020
SHEET NO:	C-5B OF C-9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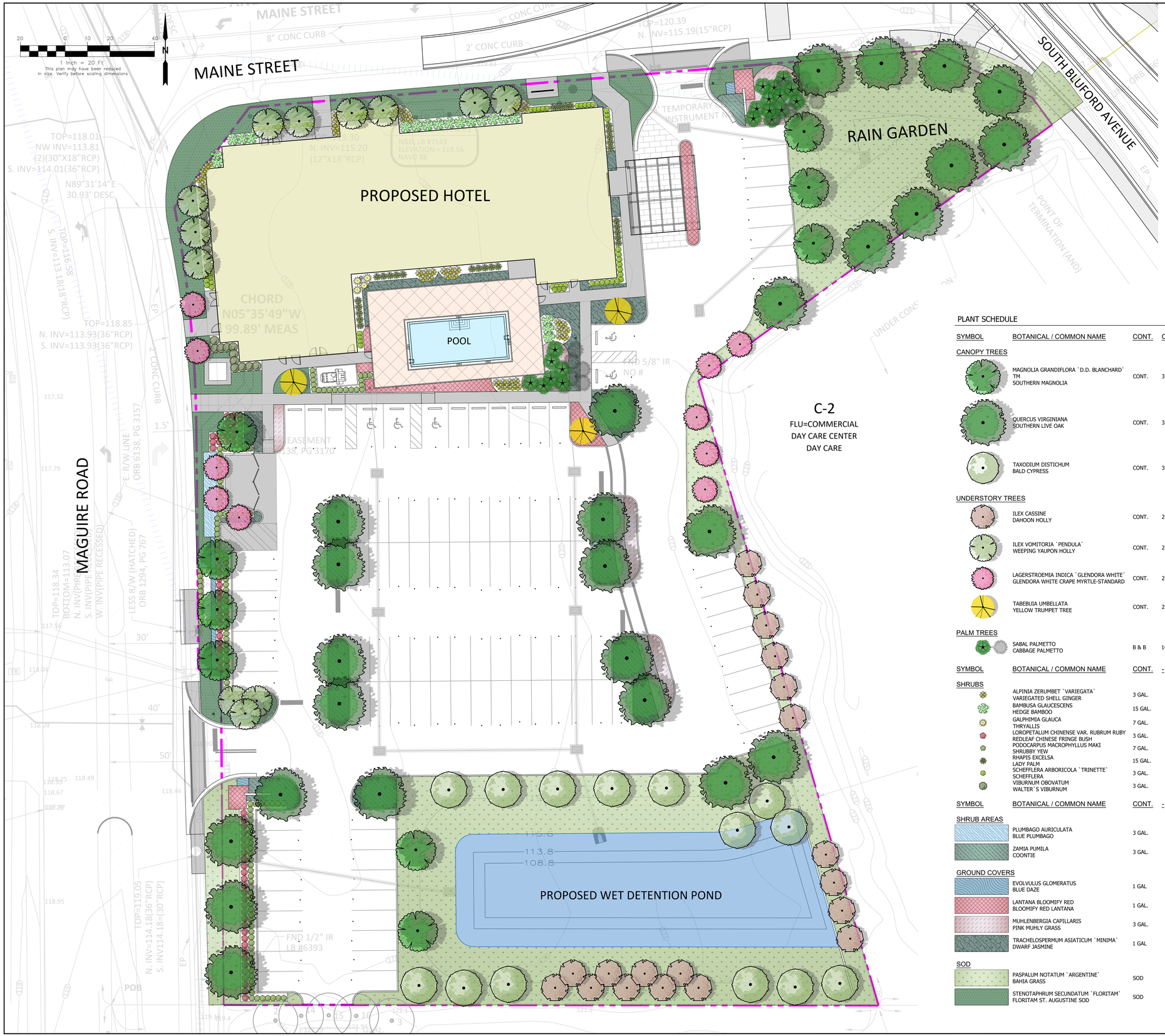

CAMBRIA SUITES HOTEL "NATIVE PLANTS PER LDC ARTICLE 6-10G" (40% of each category must be native)				01 25 2024
Trees	Quantity			Common Name
MAG BLA	9	9	native	SOUTHERN MAGNOLIA
QUE VIR	26	26	native	SOUTHERN LIVE OAK
TAX DIS	14	14	native	BALD CYPRESS
ILE CAS	19	19	native	DAHOON HOLLY
ILE PEN	12	12	native	WEEPING YOUPON HOLLY
LAG GLE	10			WHITE CRAPE MYRTLE
TAB UMB	3			YELLOW TRUMPET TREE
SAB SA2	19	19	native	SABAL PALM
	112	99	88%	**TREES ARE NATIVE**
Shrubs	Quantity			Common Name
ALP VAR	50			VARIEGATED SHELL GINGER
BAM ALK	19			HEDGE BAMBOO
GAL GLA	4	4	native	THRYALLIS
LOR RUB	63			REDLEAF CHINESE FRINGE BUSH
POD MAK	160			SHRUBBY YEW
RHA EXC	30			LADY PALM
SCH TRI	72			SCHEFFLERA TRINETTE
VIB OBO	20	20	native	WALTER'S VIBURNUM
PLU AU3	37			BLUE PLUMBAGO
ZAM PUM	395	395	native	COONTIE
	850	419	49%	**SHRUBS AND VINES ARE NATIVE**
Groundcovers	Quantity			Common Name
EVO GLO	136			BLUE DAZE
LAN RED	414	414	native	BLOOMIFY RED LANTANA
MUH CA4	328	328	native	PINK MUHLY GRASS
TRA ASI	516			DWARF ASIAN JASMINE
	1394	742	53%	**GROUNDCOVERS ARE NATIVE**

PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	CONT.	CAL	SPECIFICATION	WATER USAGE	NATIVE
CANOPY TREES						
	MAGNOLIA GRANDIFLORA `D.D. BLANCHARD` TM SOUTHERN MAGNOLIA	CONT.	3.5" CAL	10` H X 4` S	LOW-MEDIUM	YES
	QUERCUS VIRGINIANA SOUTHERN LIVE OAK	CONT.	3.5" CAL	10-12` HT X 4-6` SPR	LOW-MEDIUM	YES
	TAXODIUM DISTICHUM BALD CYPRESS	CONT.	3.5" CAL	10` H X 5` S	LOW-HIGH	YES
UNDERSTORY TREES						
	ILEX CASSINE DAHOON HOLLY	CONT.	2.5" CAL	8` H X 3` S	MEDIUM-HIGH	YES
	ILEX VOMITORIA `PENDULA` WEEPING YAUPON HOLLY	CONT.	2.5" CAL	8` H X 3` S	MEDIUM	YES
	LAGERSTROEMIA INDICA `GLENDORA WHITE` GLENDORA WHITE CRAPE MYRTLE-STANDARD	CONT.	2.5" CAL	8` H X 3` S	LOW-MEDIUM	NO
	TABEBUIA UMBELLATA YELLOW TRUMPET TREE	CONT.	2.5" CAL	8` H X 3` S	LOW	NO
PALM TREES						
	SABAL PALMETTO CABBAGE PALMETTO	B & B	14" CAL	VARY HEIGHTS	MEDIUM	YES

SYMBOL	BOTANICAL / COMMON NAME	CONT.	-	SPECIFICATION	WATER USAGE	NATIVE	SPACING
SHRUBS							
	ALPINIA ZERUMBET `VARIEGATA` VARIEGATED SHELL GINGER	3 GAL.		13"X18"	LOW-MEDIUM	NO	
	BAMBUSA GLAUCESCENS HEDGE BAMBOO	15 GAL.		8-10FT HT	LOW-MEDIUM	NO	
	GALPHIMIA GLAUCA THRYALLIS	7 GAL.		15"-18" OA	LOW-MEDIUM	YES	
	LOROPETALUM CHINENSE VAR. RUBRUM RUBY REDLEAF CHINESE FRINGE BUSH	3 GAL.		14" H X 16" S	LOW	NO	
	PODOCARPUS MACROPHYLLUS MAKI SHRUBBY YEW	7 GAL.		36" HT MIN	LOW-MEDIUM	NO	
	RHAPIS EXCELSA LADY PALM	15 GAL.		4` H MIN	LOW	NO	
	SCHEFFLERA ARBORICOLA `TRINETTE` SCHEFFLERA	3 GAL.		16" H X 16" S	LOW-MEDIUM	NO	
	VIBURNUM OBOVATUM WALTER`S VIBURNUM	3 GAL.		14" H X 12" S	LOW	YES	
SHRUB AREAS							
	PLUMBAGO AURICULATA BLUE PLUMBAGO	3 GAL.		18" H X 18" S	LOW	NO	30" o.c.
	ZAMIA PUMILA COONTIE	3 GAL.		12" H X 12" S	LOW	YES	30" o.c.
GROUND COVERS							
	EVOLVULUS GLOMERATUS BLUE DAZE	1 GAL		10" H X 12" S	LOW	NO	18" o.c.
	LANTANA BLOOMIFY RED BLOOMIFY RED LANTANA	1 GAL.		6" O.A.	LOW	YES	18" o.c.
	MUHLENBERGIA CAPILLARIS PINK MUHLY GRASS	3 GAL.		22" H X 18" S	LOW-HIGH	YES	24" o.c.
	TRACHELOSPERMUM ASIATICUM `MINIMA` DWARF JASMINE	1 GAL		10" H X 12" S	LOW-MED	NO	18" o.c.
SOD							
	PASPALUM NOTATUM `ARGENTINE` BAHIA GRASS	SOD		PALLET	N/A	NO	
	STENOTAPHRUM SECUNDATUM `FLORITAM` FLORITAM ST. AUGUSTINE SOD	SOD		PALLET	MEDIUM	NO	

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MD MagleyDesign
Landscape Architecture
Site Planning
Project Management
1817 E. Washington Street • Orlando, FL 32803 • 407.758.9456

Seal

Digitally signed by MARY K MAGLEY
Date: 2024.01.25 10:04:49 -05'00'

Mary Katherine Magley
State of Florida Lic. No. LA0001375

REVISIONS		
REVISION NUMBER	REVISION DESCRIPTION	REVISION DATE
1	CITY COMMENTS	12/21/2023
2	CITY COMMENTS	01/25/2024

ISSUED	
NOVEMBER 16, 2023	PRELIMINARY SITE PLAN

CAMBRIA SUITES AT OCOEE
924 Maguire RD Ocoee, FL 34761
Maguire Holding Group

CONCEPTUAL PLANTING PLAN

PRELIMINARY SITE PLAN

PROJECT NUMBER:	MD#2328
DATE:	NOVEMBER 14, 2023
DRAWN BY:	MD
CHECKED BY:	MKM

SCALE AS INDICATED

L1



NORTH EAST ELEVATION



NORTH ELEVATION



NORTH WEST ELEVATION



SOUTH WEST ELEVATION



SOUTH EAST ELEVATION

Ocoee Parking: (117 rooms with 112 parking spaces)

Guest Room: (total 88 parking spaces)

Our hotel concept is to build a 117-room, upscale, Cambria Hotel by Choice Hotels. In the past most guests traveled to their hotel via with their own personal car or when flying to the destination they would arrive via rental car. Today, as you know, there are several other choices such as Uber, LIFT ect.. We have experienced a falloff of the one-to-one vehicle per rented room over recent years in Orlando and anticipate the same average ratio in the hotel market that we are entering in Ocoee. We have observed, in many locations, the reduction from the one-to-one ratio parking space per bedroom to a 0.5-to-1 ratio. I have attached a CoStar report that reflects similar type hotels averaging a 0.84 spaces ratio for every guestroom occupied; subsequently, we are requesting consideration to a reduction authorizing a 0.75-to-1 ratio, equating our 117 rooms to **88 spaces**. This does not include having some public, street parking alongside our hotel property. When you review this report and our editorial below, we are hopeful that consideration will be granted accordingly in order for us to proceed with our project.

Employee Parking: (total 8 parking spaces)

In this scenario we are requesting you to stay with the code per shift of **1** space for manager plus one space for every three employees. We estimate that at any peak period we would not exceed the following:

Scenario: 117 occupied rooms if at 100% occupancy = housekeeping staff average guest length of stay would be 2.5 days. We would realize 47 check out rooms of which a maid cleans16 C/O day that equates to 3 maids., the remaining 70-rooms are classified as stayovers and require a daily refresh (our maids do 30 to 32 daily refreshes per day), which would calculate to 2 additional maids. We would also require 1 houseman, 2 supervisors and the department manager, for a total of **9 employees (this takes into consideration Do not disturb requests, which get zero service)**. Next, we have Front desk, which would require **2 employees.** Maintenance would require **2 pp.** F & B with 50 seats and a staffing guide of 25 covers per 4 hours for breakfast and 4 hours for lunch (8-hour shift) would equate to 2pp plus culinary staff of an additional 2 pp plus 1 bartender and 1 manager for a total of **6pp in F&B.** Then there is the event space of 1,500 sq ft reflecting day-time events more than nighttime. A sit-down meal function requiring the most servers, we count 10 sq ft per function attendee. So 1,500 would equate to a maximum of 150 pp (we would discourage maximum capacity in lieu of attendee comfort.) We would increase ours to 15 sq ft per person, which equates to 100 maximum attendees divided by 1 server for every 25 seats, equaling **4 servers** as the F & B manager would supervise the event. This gives a total of **24 employees divided by 3, which equals a total of 8 parking spaces.**

F & B: (total 8 parking spaces)

The build out of the F & B outlet space (mainly rooftop) is driven to attract our in-house guest and to capture more than our fair share of the market's occupancy; therefore, we have minimal expectations of driving heavy local traffic to the hotel. Although we do believe we will capture some of that local business, it would be controlled understanding that most locals coming will be nighttime patrons, visiting when we do not have the housekeeping staff at the property that reduce available spaces. I view this as potentially a trade-off as employees leaving from the heavy daytime shift are now available for local drive-to guests to the property. However, the code reads, "one parking space for every six seats", which would equate to **8 parking spaces.** We do not see this ratio happening during the daytime, but if so, this would be when the majority of our hotel guests will be off sight thus freeing up parking spaces.

Event Space: (total 8 spaces)

The event space, if I read the code correctly, refers to assembly, which is 1 space for every 100 sq. ft. In our case being 1,500 sq ft. requires us to have 15 dedicated spaces. I am asking consideration for 0.5 parking spaces for every 100 sq. ft. of meeting space. My reasoning is that this space is being considered for two objectives. One being to accommodate in-house groups for their respective meetings, noting that at best minimal, local, non-staying, guests would be attending as these meetings would take place during the daytime primarily. The second reason is to attract some local, social, events that would be more driven for night-time events allowing for additional parking spaces being available from the lack of our day-time employees not being on-site. These events also spark attendees to stay over as we promote "take the elevator home" campaigns. Once again reducing parking burden Alternatively we could incorporate valet parking to assist in controlling on-site traffic while adding a touch of elegance to the event. If you grant us this allowance, this will account for another **8 parking spaces**.

In closing, the above scenario also does not take into consideration the additional public curbside parking spaces, which we understand can be used for our visiting local guests as well. The above, if granted, gets us to our 112 parking spaces, which we believe will adequately accommodate our hotel staff and their guests. I am available to attend any meeting in person or by telephone to answer any questions that you may have. I am hopeful that you and your committee will consider our request so that we may move forward to the next level of our hotel project.

Sincerely and respectfully,

Marco A. Manzie CHA, CAM
President

PARAMOUNT
HOSPITALITY MANAGEMENT™
MANZIE HOSPITALITY GROUP®

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Orlando, FL 32821

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Open and Under Construction Properties
Properties exluded if # of Parking Spots was Blank

Property Name	Property Address	Rooms	Constr Status	Brand	Scale	Year Built	Hotel Open Date	Operational Status	City	State	Zip	Market Name	Submarket Name	Hotel Location Type	Secondary Type	Restaurant	Number Of Parking Spaces	Parking Spaces/Room
Home2 Suites by Hilton Orlando Lake Nona	10002 Eagle Creek Sanctuary Blvd	70	Existing	Home2 Suites by Hilton	Upper Midscale	2023	09/08/2023	Open	Orlando	FL	32832	Orlando	Orlando South	Suburban	Hotel	No	160	2.285714286
The Terraces at The Grove Resort	14501 Grove Resort Ave	160	Under Construction		Independent	2023			Winter Garden	FL	34787	Orlando	Orlando Central	Resort	Hotel	Yes	211	1.31875
Hilton Garden Inn Orlando I-4 Millenia Blvd Mall	5058 Millenia Palms Dr	132	Under Construction	Hilton Garden Inn	Upscale	2023			Orlando	FL	32839-2178	Orlando	Orlando South	Suburban	Hotel	Yes	141	1.068181818
WoodSpring Suites Orlando East UCF	1675 Bonneville Dr	122	Under Construction	WoodSpring Suites	Economy	2023			Orlando	FL	32826	Orlando	Orlando Central	Suburban	Hotel	No	125	1.024590164
Hyatt House Orlando/International Drive	5374 International Dr	175	Under Construction	Hyatt House	Upscale	2023			Orlando	FL	32819-9427	Orlando	Orlando International Drive	Resort	Hotel	No	148	0.845714286
Hyatt House Orlando Airport	5472 Gateway Village Cir	156	Existing	Hyatt House	Upscale	2023	02/07/2023	Open	Orlando	FL	32812	Orlando	Orlando South	Airport	Hotel	Yes	81	0.519230769
Cambria Hotel Orlando Universal Blvd	6801 Visitors Cir	118	Existing	Cambria Hotels	Upscale	2023	05/18/2023	Open	Orlando	FL	32819	Orlando	Orlando International Drive	Resort	Hotel	Yes	25	0.211864407
WoodSpring Suites Orlando I-4 & Convention	6025 Sand Lake Vista Dr	122	Existing	WoodSpring Suites	Economy	2022	06/09/2022	Open	Orlando	FL	32819-3539	Orlando	Orlando International Drive	Resort	Hotel	No	88	0.721311475
Disney's Star Wars Galactic Starcruiser	201 S Studio Rd	100	Existing	Disney's Deluxe Resorts	Upper Upscale	2022	03/01/2022	Open	Lake Buena Vista	FL	32830	Orlando	Lake Buena Vista	Resort	Hotel	Yes	26	0.26
Holiday Inn Express & Suites Sanford - Lake Mary	4750 W State Road 46	121	Existing	Holiday Inn Express	Upper Midscale	2021	09/16/2021	Open	Sanford	FL	32771	Orlando	Orlando North	Suburban	Hotel	No	188	1.553719008
Element Orlando International Drive	5750 Central Florida Pky	140	Existing	element	Upscale	2021	02/01/2021	Open	Orlando	FL	32821-8638	Orlando	Orlando International Drive	Resort	Hotel	No	216	1.542857143
Aloft Orlando International Drive	5730 Central Florida Pky	144	Existing	aloft Hotel	Upscale	2021	02/01/2021	Open	Orlando	FL	32821-8638	Orlando	Orlando International Drive	Resort	Hotel	No	218	1.513888889
Extended Stay America Orlando - Kissimmee	7727 W Irlo Bronson Memorial Hwy	122	Existing	Extended Stay America Suites	Midscale	2021	01/01/2021	Open	Kissimmee	FL	34747-1727	Orlando	Kissimmee West	Resort	Hotel	No	130	1.06557377
Homewood Suites by Hilton Orlando at FLAMINGO CROSSINGS Town Center	411 Flagler Ave	229	Existing	Homewood Suites by Hilton	Upscale	2021	02/18/2021	Open	Winter Garden	FL	34787	Orlando	Orlando Central	Suburban	Hotel	No	210	0.917030568
Residence Inn Orlando at Flamingo Crossings Town Center	2111 Flagler Ave	223	Existing	Residence Inn	Upscale	2021	12/03/2021	Open	Winter Garden	FL	34787	Orlando	Orlando Central	Suburban	Hotel	No	178	0.798206278
Holiday Inn Express Orlando - South Park	2776 Destination Pky	92	Existing	Holiday Inn Express	Upper Midscale	2021	04/15/2021	Open	Orlando	FL	32819	Orlando	Orlando International Drive	Resort	Hotel	No	73	0.793478261
SpringHill Suites Winter Park	1127 N Orlando Ave	126	Existing	SpringHill Suites	Upscale	2021	11/11/2021	Open	Winter Park	FL	32789-1901	Orlando	Orlando Central	Suburban	Hotel	No	95	0.753968254
Fairfield by Marriott Inn & Suites Orlando at FLAMINGO CROSSINGS® Town Center	631 Flagler Ave	273	Existing	Fairfield Inn	Upper Midscale	2021	10/11/2021	Open	Winter Garden	FL	34787	Orlando	Orlando Central	Suburban	Hotel	No	197	0.721611722
Cambria Hotel Orlando Airport	7986 Conway Rd	108	Existing	Cambria Hotels	Upscale	2021	04/20/2021	Open	Orlando	FL	32812-4000	Orlando	Orlando South	Airport	Hotel	Yes	77	0.712962963
Tru by Hilton Orlando Convention Center Area	6461 Westwood Blvd	259	Existing	Tru by Hilton	Midscale	2020	09/03/2020	Open	Orlando	FL	32821	Orlando	Orlando International Drive	Resort	Hotel	No	193	0.745173745
Home2 Suites by Hilton Orlando Flamingo Crossings	Flamingo Crossings Blvd	272	Existing	Home2 Suites by Hilton	Upper Midscale	2020	12/17/2020	Open	Winter Garden	FL	34787	Orlando	Orlando Central	Suburban	Hotel	No	192	0.705882353
Aloft Orlando Lake Buena Vista	7950 Palm Pky	141	Existing	aloft Hotel	Upscale	2020	01/01/2021	Open	Orlando	FL	32836	Orlando	Lake Buena Vista	Resort	Hotel	Yes	75	0.531914894
element Orlando Universal Blvd	8278 Universal Blvd	165	Existing	element	Upscale	2020	06/29/2020	Open	Orlando	FL	32819	Orlando	Orlando International Drive	Resort	Hotel	Yes	35	0.212121212
Home2 Suites by Hilton Orlando Near UCF	3414 Technological Ave	124	Existing	Home2 Suites by Hilton	Upper Midscale	2019	12/01/2019	Open	Orlando	FL	32817	Orlando	Orlando Central	Suburban	Hotel	No	135	1.088709677
Holiday Inn Express & Suites Orlando - Lake Buena Vista	11409 Marbella Palms Ct	140	Existing	Holiday Inn Express	Upper Midscale	2019	05/01/2019	Open	Orlando	FL	32836	Orlando	Lake Buena Vista	Resort	Hotel	No	102	0.728571429
La Quinta Inn & Suites by Wyndham Orlando IDrive Theme Parks	11545 International Dr	101	Existing	La Quinta Inns & Suites	Upper Midscale	2019	11/01/2019	Open	Orlando	FL	32821	Orlando	Orlando International Drive	Resort	Hotel	No	64	0.633663366
Tryp by Wyndham Orlando	11539 International Dr	98	Existing	Tryp by Wyndham	Upper Midscale	2019	11/01/2020	Open	Orlando	FL	32821-7331	Orlando	Orlando International Drive	Resort	Hotel	Yes	60	0.612244898
Home2 Suites by Hilton Orlando Near Universal	5910 American Way	121	Existing	Home2 Suites by Hilton	Upper Midscale	2019	03/01/2019	Open	Orlando	FL	32819	Orlando	Orlando International Drive	Resort	Hotel	No	31	0.256198347

Serial Number
24-00646W

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 March 5, 2024
Cambria Suites at Ocoee

in the Court, was published in said newspaper by print in the

issues of 2/22/2024

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 CAMBRIA SUITES AT OCOEE
LARGE SCALE PRELIMINARY SITE PLAN
CASE NUMBER: LS-2023-010

NOTICE IS HEREBY GIVEN, pursuant to Article IV, Section 4-3a, of the City of Ocoee Land Development Code that on **TUESDAY, MARCH 5, 2024, AT 6:15 P.M.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers located at 1 North Bluford Avenue, Ocoee, Florida, to consider a Large-Scale Preliminary Site Plan for the Cambria Suites at Ocoee hotel development. The property contains approximately 2.6 acres and is assigned parcel ID number 20-22-28-0000-00-074. It is located on the south side of Maine Street, generally in the southwest corner of the intersection of Maine Street and South Bluford Avenue.

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 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 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.

February 22, 2024 24-00646W

Lindsey Padgett

Sworn to and subscribed, and personally appeared by physical presence before me,

22nd day of February, 2024 A.D.

by Lindsey Padgett who is personally known to me.

Notary Public, State of Florida
(SEAL)

Kimberly S. Martin
Comm.:HH 282034
Expires: July 25, 2026
Notary Public - State of Florida