APOPKA CITY COUNCIL AGENDA

March 6, 2024 1:30 PM

Apopka City Hall Council Chambers

APOPKA CITY COUNCIL MEETING WILL BE LIVE-STREAMED ON YOUTUBE. TO WATCH, PLEASE VISIT:
https://www.youtube.com/CityofApopkaFL

CALL TO ORDER

INVOCATION

PLEDGE

FIRE NEGOTIATIONS EXECUTIVE SESSION
Closed and confidential pursuant to Section 447.605, Florida Statutes

APPROVAL OF MINUTES

1. Regular City Council Meeting Minutes of February 21, 2024.

AGENDA REVIEW

PRESENTATION

1. Apopka Fire Department's Wildfire Training Grant
   Presented by: Sean Wylam, Fire Chief

2. Measles Vaccinations
   Presented by: Sean Wylam, Fire Chief

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

CONSENT (Action Item)

1. Release of Code Enforcement Lien - 830 S Highland Avenue

2. Acceptance for Bureau of Justice Assistance Fiscal Year 2022 Edward Byrne Memorial Justice Assistance Grant JAG-Countywide (JAGC) Program.

3. Amendment to the Interlocal Agreement for Creation of the Metropolitan Planning Organization

4. Authorize the issuance of evaluated and sole source memos: BCI Technologies, Inc., and Schneider Electric Systems USA, Inc.

5. Authorize the execution of piggyback contracts for the assigned terms: Florida Department of Management Services, and Advanced Data Processing, Inc., and Stage Door II, Inc.

BUSINESS (Action Item)

1. Crossroads at Kelly Park Phase 1A – Plat
   Owner(s): Jen Florida 51 LLC
   Applicant(s): Poulos & Bennett, LLC c/o Marc D. Stehli, P.E.
   Location: South of Ondich Road, west of Effie Drive, north of Kelly Park Road and east of Round Lake Road
   Project: 175 single family lots
   Density: 5.61 dwelling units per acre
   Project area: 36.97 +/- acres
   Project Manager: Jean Sanchez
   Presented by: Jean Sanchez, Senior Planner

2. Oakview – Plat
   Owner(s): Hanover Family Builders, LLC c/o Jeff Wochner
   Applicant(s): Dewberry Engineers, Inc. c/o Christopher J. Allen, P.E.
   Location: Southeast corner of Kelly Park Road and Round Lake Road
   Project: 113 single family lots
   Density: 2.9 dwelling units per acre
   Project Manager: Jean Sanchez
   Presented by: Jean Sanchez, Senior Planner

3. The Ridge – Plat
   Owner(s): Apopka Centerline Development, LLC and Apopka Development Opportunity, LLC
   Applicant(s): Allen & Company, Inc. c/o Brice Hellstrom, P.S.M.
   Location: South of Boy Scout Road; west of Ocoee Apopka Road; east of State Road 429 and Binion Road
   Project: Mixed-use project; 241.71 +/- acres; creating 13 lots for The Ridge PD development parcels and right-of-way; PD has been approved for a total of 1365 residential units on a total of 407.8 acres
   Project Manager: Jean Sanchez
   Presented by: Jean Sanchez, Senior Planner

4. Madison Oaks MF3 Parcel - Major Development Plan
   Owner(s): Kelly Park VB Development, LLC c/o Kevin Barry
   Applicant(s): Kimley-Horn & Associates, Inc. c/o Kevin M. Roberson, P.E.
   Location: 3434 West Kelly Park Road
   Project: Multifamily development
   Density/Intensity: 325 multifamily units proposed; 26.9 dwelling units/acre
   Project Manager: Jean Sanchez
   Presented by: Jean Sanchez, Senior Planner

5. 1291 S. Orange Blossom Trail Office/Warehouse Major Development Plan.
   Owner(s): JFG Investment Properties, LLC
   Applicant(s): Larry Poliner, P.E.
   Location: 1291 S. Orange Blossom Trail
   Project: 1291 S. Orange Blossom Trail Office/Warehouse - Major Development Plan
   Density: N/A
   Project Manager: Bobby Howell, AICP
   Presented by: Bobby Howell, Planning Manager

6. FY 23-24 Individual Distributed Wastewater Treatment Systems (IDWTS) Conversion Project Master Service Agreement and First Amendment to the Master Service Agreement.

   Presented by: Deodat Budhu, Public Services Director

7. Emergency Designation under the Public Services Department for the Vick Roadway Wastewater System Force Main Repairs.
   Presented by: Deodat Budhu, Public Services Director

PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

1. Ordinance No. 3043 - First Reading - Annexation – 1400 W Kelly Park Rd
   Owner(s): Michael Gentles
   Applicant(s): Jose Chaves
   Location: 1400 W Kelly Park Road
   Project: Annexation – Ordinance Number 3043 – 1400 W Kelly Park Rd
   Density: N/A
   Project Manager: Jun Ik Sohn, Ph.D.
   Presented by: Jun Sohn, Planner

2. Ordinance No. 3044-First Reading -Quasi-Judicial - Change of Zoning - 734 S Orange Blossom Trail
   Owner(s): Servants of God Ministries, Inc.
   Applicant(s): Servants of God Ministries, Inc.
   Location: 734 S Orange Blossom Trail
   Project: Change of Zoning – 734 S Orange Blossom Trail
   Density: N/A
   Project Manager: Jun Ik Sohn, Ph.D.
   Presented by: Jun Sohn, Planner

3. Ordinance No. 3045 - First Reading - Quasi-Judicial - Change of Zoning -135 Hermit Smith Road
   Owner(s): Marilyn S Boughan Trust
   Applicant(s): Lowndes Law Firm c/o Logan Opsahl
   Location: 135 Hermit Smith Road
   Project: Change of Zoning - 135 Hermit Smith Road
   Density: N/A
   Project Manager: Jun Ik Sohn, Ph.D.
   Presented by: Jun Sohn, Planner

4. Ordinance No. 3046 - First Reading - Annexation - 2518 Haas Road
   Owner(s): Investment Alliance, LLC
   Applicant(s): Rommel Fontana
   Location: 2518 Haas Road
   Project: 2518 Haas Road annexation
   Density: N/A
   Project Manager: Amer Hamza
   Presented by: Amer Hamza, Planner

5. Ordinance No. 3048 - First Reading - Amending Chapter 58, Article III, Private Refuse Collection Services.

   Presented by: Josh Robinson

6. Resolution No. 2023-41: Amending the budget for the fiscal year beginning October 1, 2022, and ending September 30, 2023

   Presented by: Blanche Sherman, Finance Director

7. Resolution No. 2024-03: States the minimum conditions for the Individual Distributed Wastewater Treatment Systems stakeholders.

   Presented by: Deodat Budhu, Public Services Director

8. Resolution No. 2024-05: Amending the budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024.

   Presented by: Blanche Sherman, Finance Director

CITY COUNCIL REPORTS

CITY ADMINISTRATOR'S REPORT

CITY ATTORNEY'S REPORT

MAYOR’S REPORT

ADJOURNMENT

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

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

CITY OF APOPKA MINUTES

Minutes of the City Council Meeting held on February 21, 2024 at 7:00 PM, in the City of Apopka Council Chambers.

Present:

- Mayor Bryan Nelson
- Commissioner Kyle Becker
- Commissioner Nick Nesta
- Commissioner Alexander Smith
- Commissioner Diane Velazquez
- Attorney Cliff Shepard

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE: Mayor Nelson provided the Invocation, led in the Pledge of Allegiance, and gave the Fact of the Day: On February 21st, 1885, the Washington Monument, built in honor of America's revolutionary hero and first president, George Washington, is dedicated in Washington, D.C. Architect Robert Mills' hollow Egyptian obelisk design was accepted for the monument, and on July 4, 1848, the cornerstone was laid. Work on the project was interrupted by political quarreling in the 1850s, and construction ceased entirely during the American Civil War. Finally, in 1876, Congress, inspired by the American centennial, passed legislation appropriating $200,000 for completion of the monument. In February 1885, the Washington Monument, standing 555-foot-high, was formally dedicated. The monument was the tallest structure in the world when completed and remains today, by District of Columbia law, the tallest building in the nation's capital.

APPROVAL OF MINUTES

1. Regular Council Meeting Minutes of February 7, 2024.

    a. **Mayor Nelson** asked if anyone had any questions about either set of minutes.
    b. Hearing no further questions or comments, he asked for a motion to approve the regular council meeting minutes of February 7, 2024.
    c. **Motion** by **Commissioner Becker** and seconded by **Commissioner Nesta** to approve the regular council meeting minutes of February 7, 2024.
    d. **Motion carried unanimously,** with Mayor Nelson, and Commissioners Becker, Nesta, Smith, & Velazquez voting aye.

AGENDA REVIEW

Attorney Cliff Shepard said item #2 under Public Hearings is going to be taken off as it was not advertised so we only have 1 Public Hearing item which is item #1.

PROCLAMATION

1. Future Farmers of America
   Presented by: Mayor Nelson

   Katelyn Goree, FFA Teacher & Advisor at Apopka High School (Future Farmers of America) said its an honor today to celebrate National FFA Week. FFA has been historically been know as the Future Farmers of America, the National FFA Organization today while still rooted in agriculture is now an organization that represents a plethora of careers. Thank you, Council Members, for continuing to support your Local FFA Chapters and in return supporting the future generation of leaders. **Mayor Nelson** said we have Apopka High School, Wekiva High School, Apopka Memorial Middle School, Wolf Lake Middle School, and Piedmont Lakes Middle School. Thank you all for coming here tonight. The proclamation reads whereas the future farmers of America, FFA and agricultural education provide a strong foundation for the youth of America and future of the food, fiber, and natural resource systems. Whereas FFA promotes premier leadership, personal growth and career success among its members. Whereas agricultural education and the FFA ensure a steady supply of young professionals to meet the growing demand in the science, business, and technology of agricultural education. Whereas the FFA motto learning to do, doing to learn, learning to live, living to serve, gives direction and purpose to these students who take an active role in making the connection to agricultural education. Whereas FFA promotes citizenship, volunteerism, patriotisms, and corporation. Whereas FFA Chapters have been very active in Apopka and have made many contributions to school and community life. February 17th thru February 24th, 2024 to be Future Farmers of America Week.

2. Black History Month
   Presented by: Mayor Nelson

   We are having our celebration on February 27th for Black History Month. We have a Black History Month booklet. This is our second annual. What we want to do is celebrate leaders in Apopka that have passed away. Those people that passed away in early 1900's, we don't want to lose their stories. We wanted to be able to honor them in this booklet. You can buy the booklet at the front desk, they are $10.00 and then you can come to the celebration on the 27th. Now to read the Proclamation. Whereas February is Black History Month an annual celebration of achievements by African Americans in a time of recognizing their central role in US History. Whereas the origins of Black History Month began in 1915 with historian Carter G. Woodson and Minister Jessie E. Moreland. That year they founded the Association for the Study of Negro Life and History. An association dedicated to researching and promoting achievements by Black Americans. The organization later became known as the Association for the Study of African American of Life and History. Whereas in 1926 the association started the National Negro History Week and chose the second week of February to coincide with the birthdays of Abraham Lincoln and Frederick Douglas as a week to commemorate achievements by the African American community. Whereas through the efforts of Woodson and Moreland, school, communities, and colleges organized local celebrations as well as history clubs and performances. In the decades following this historic week the event grew and evolved into what eventually became

Black History Month. Whereas in 1976 President Ford officially recognized Black History Month and since then every American President has designated February as Black History Month with a specific theme. For 2024, the theme is African American and the Arts. Mayor Proclaimed February 2024 as Black History Month here in the City of Apopka.

PRESENTATION

1. Miss Apopka 2024 Portrait Unveiling
   Presented by: Bryan Nelson, Mayor

Reilly Cardella said I had the privilege to be crowned Miss Apopka 2024 at the Miss Apopka Competition back in December. For those of you unfamiliar, the Miss America opportunity is a scholarship organization for women that provide scholarships for women throughout the entire country. As Miss Apopka I've had the privilege to be awarded 2,000 dollars in scholarship dollars. I will use my service as Miss Apopka to promote my platform called Gold Strong Care Packages for Childhood Cancer. My story goes back to when I was 12 years old I lost my best friend Cassie to acute lymphoblastic leukemia which is a type of blood cancer commonly found in children. A few years ago, I decided to turn my grief into advocacy and I started a 501(c)3 non-profit organization in Cassie's honor where I've dedicated my life to spreading joy to kids fighting cancer. I sent care packages full of favorite toys to three countries and 23 states. I've hosted 7 toy drives in Central Florida and I'm so proud to say that I've raised 15,000 dollars for childhood cancer awareness. As Miss Apopka I have a community service project starting March 1st. I will have a local community toy drive. There are 5 different drop-off locations. All toys will be donated to the Pediatric Oncology Unit at Advent Health Children's Hospital. I am hoping to collect 5,000 worth of brand-new toys. You can visit my Instagram to use the Amazon link to purchase from a wish list and have it shipped directly to the toy drive. I've had the privilege as Miss Apopka to get a portrait sponsored here at Apopka City Hall. It was from Kon Studio Photography, Dan and Nancy took a beautiful portrait of me today and I'm here today to unveil the portrait and celebrate this honor to be Miss Apopka.

PUBLIC COMMENT

Naji Khouri, President and Co-Founder of Central Florida Soccer Club, said for the last 15 years we have been trying to start a competitive soccer club in our community. However, we couldn't get our affiliation, because of a 15-mile rule by the State Association. It says that any new club can't get affiliation if they are within 15 miles of another club. Finally, about 3 years ago we are able to get our affiliation approved and start or 3 major goals for the club. One is having our club in our backyard so players and parents do not have to travel 45 minutes to an hour plus to play competitive soccer somewhere else. Secondly, teaching the game of soccer properly to the kids in our community as in having a qualified coach to teach them. The Third goal of ours is a very important one for me is giving back to the community in an impactful way. We want our players, members, to be involved in giving back, helping the less fortunate, and making a difference in our community. **Naji spoke about the Central Florida Soccer club about how many players, and their contribution to the Community via donations, food drives and events within the community.** I am here today because we need more fields. When I say

we, I mean everyone. Apopka Rec Soccer needs more fields, Flag Football, Baseball, Pop Warner, Softball, Tennis, Volleyball, and we need Pickle Ball as well even though we don't have it yet.

Kayleigh Brady Fitzpatrick – Player for Central Florida Soccer Club said I've been here since there was one team, but I've played at Apopka for longer than that. I started at Apopka Rec and wanted to stay local and needed a team that was not an hour drive away and that's where I found Central Florida Soccer Club. Over the course of the years playing we've seen a downhill slope in the way that our fields are treated. When we first started playing, I remember going to other fields and talking about how those fields were not as good as Apopka's fields, and I wished we could play more home games. Recently, it's been that I wish we could play more away games. Our fields are not what they used to be. Central Florida Soccer has also helped me in volunteering. I've benefited from those programs myself. I've seen the excitement of the kids faces of getting to play soccer.

Jason Lloyd, 3507 Summer Haven Lane, said I'm in a different situation than most of the parents here, I don't have any kids that play soccer for Naji, but I did. Both my son and my daughter started playing with Naji when they were 9 years old. They are both in their 20s now. I did have to drive far away for them to play club soccer because there wasn't one here. When you go to the fields now, where my son plays on a Sunday league at Fields of Fame, the fields are in poor condition because the fields are getting over used. When my kids played recreation soccer back in the day the fields were fantastic. When you have tournaments there every weekend and so many sports and not enough fields because there's so many kids, the fields get into disrepair. The condition of the fields can contribute to injuries to the kids.

Commission Becker, said I want to thank Coach Naji for advocating on behalf of the organization. I think it's a testament to your passion for the league and clearly the amount of people here in the room tonight. It's always good to see a packed house. Just by a show of hands, how many of you are tax payers in the City? A whole bunch of you and yet this board a lot of times squabbles over percentage points of a millage rate when it can mean having monies to do the exact precise things that you all are asking us to do. This board the last budget season I want this audience to hear it because you don't hear this every day. You are here for a purpose and what you don't hear is what happens in this Chambers. This body decided not to increase our millage rate slightly so we could have half a million more dollars because we didn't know where to put it. Stuff like this tonight that its in your face front and center we know exactly where we can put it. Yes, we have a little bit of expansion in terms of tennis courts and pickle ball for this budget year and thanks to Mr. Williams for spearheading that. I know that he's felt the pains of trying to have premier and pristine fields even though he doesn't have the benefit of this council giving him the funding he needs to expand the fields for that proper rest. Please encourage this council to keep on coming and saying hey its not at the end of the day saving 12 dollars a year on your tax bill if it means that you are playing on bad fields, how much is that going to be in terms of doctor expense when you're having to pay for a broken ankle? People put things in perspective. I would encourage this board. We've got millions of dollars sitting in the bank. We are well above what is supposed to be a well-funded general fund reserve. That money is doing nothing. It's reserved to do nothing but make us feel comfortable at night.

It's not. We've got close to 25 percent maybe 30 percent of our expenditures tied up in reserve balances that's just kind of earning some money, but this is what it should be allocated towards and fight for it. Coach Naji thank you for doing this. It's something that we all need to hear, and it's something that we are not doing right now. Whatever needs to be done, budget allocations. If Mr. Williams wants to come back and say Hey here's what it's going to cost to expand fields into the undeveloped portion of Northwest side of that property and have this council react to it you know you have an advocate on me. I'm here until April 17th and would be happy to do so.

Douglas Bauman – 5305 Pineview Way, Apopka, Fl 32703, said his daughter plays for the Central Florida Soccer Club. I had sent an email to the council and to the Mayor and I had attached some reference articles that I had downloaded and read. I'm sure you received it. One of them was the safe article. How the importance of having fields in good conditions, etc. I referenced that movie "The Hill", where the young man that played baseball for many years almost had his career ended from a hole in the field. I shared an experience when I was a young man and how I ripped my shoulder from a hole in the field and the condition of the field. That what I wanted to say. Glad to hear there's lots of money. Other cities are doing it. They're finding a way to keep these fields in pristine condition. I don't know how they're doing it, I'm not an expert in that field. We are falling short and we need to pick it up. It would be cool if you all could go out and look at Auburndale's fields and ask them how they keep them up.

Commissioner Becker said when I say millions of dollars, let me clarify that. It's a rightful clarification. Really from a City perspective we should have, they say you should have 16.67 percent of your general fund expenditures in a general fund reserve account. It basically equates to 2 months' worth of our expenditures should go in the night and the City be in a catastrophic situation where we have to get things back on line. There is a current policy that was passed by this board to strive to have 3 months of general fund reserve balance based off of general fund expenditure. Anything above and beyond that it's just point finger in the air, why do we have that much in terms of reserve if we are not actually spending it on the things that our residents are expecting from this board. You have to think about why would we have such a high reserve balance? Do we have unique infrastructures spends that if something were to catastrophically happen that we need to get things back like bridge infrastructure, which we don't really have a whole bunch of bridges in Apopka. We are not using the money as it was intended. That's where I say there's millions of dollars that are above that 16.67 threshold to what it currently sits at today. That's money that could be reallocated for the purposes that we are discussing, amongst other things. There's public safety and that's in that same bucket of funds. Parks and Recs are certainly in there. Utilities in a different fund. I just wanted to clarify my millions of dollars remark.

Commission Nesta, said I've met with Coach Naji once or twice. Number 1, I'm definitely sorry that you guys have experienced what you have. We hear you and I appreciate you guys being here too. I think advocacy is the biggest, especially civically that you can be here to really advocate for your needs. I think its huge that anything that impacts our youth in a positive way I always get behind am always very supportive of. Coach Naji and his

passion for improving youth and just making sure there's an outlet for our youth is huge. I feel like Mr. Williams laid out a plan on what our future looks like with the fields, but I just couldn't find it. I think you guys sent me an email or two from your group. Maybe Mr. Williams, later today and update us on what those plans look like. I know you provided I just can't find it right now. They're definitely going to be working on it and we hear you and we see you, you definitely don't go unheard. Thank you for being here.

Rod Olsen, 3156 Rolling Hills Lane said I'm proudly wearing #3 and #4, the numbers of my granddaughters. All 4 of my granddaughters have played soccer for the soccer club. It's a remarkable organization. I have been extensive history with soccer. This soccer club is one of the finest clubs I've ever been involved with. The training is tremendous. The aspect of the coaching, the certifications required of the coaching, it's an awesome organization and having the ability to have fields in fit condition to be able to use are what we need. I've talked about fields for over a year. Last meeting indicated that back in 2006 you had 16 pads, there's still 16 pads. We have grown exponentially almost 40 percent which means we should be at about 25 fields right now. I know baseball and softball are suffering as well. There has been more work done on those fields in my opinion in the last 3 weeks then has been done in the last 3 years. Thank you, Radley and your team, for working on it, but we need to keep the fire lit on that.

Dr. O, said we need to work on the code for the election for the candidates. We need to work on aligning it more like the County Code with thorough explanations of the expectations of the candidates. You would think they would understand the regulations on it and then follow through. Susan does a great job at giving them their obligations and so does Code Enforcement, but they don't follow that. They are told they need to get the signs down and 3 did a good job, 1 waited out until the last minute, and on one sign got a 30-day notice on that should have come down immediately, then never took it down. Sounds like they are awaiting a Magistrate Hearing. We have signs all over south Apopka and upper Apopka that are all over the place in easements, on City property, and we have some on Duke Power's property. It's a sad sight that want to be paid by the citizens to make laws can't follow the laws themselves. **Dr. O continued speaking about signs and how none of her complaints or calls are being answered by other departments.**

Ace Woodham, 47 E Magnolia Street Apopka FL 32703, said I came tonight to speak to you about the homeless. I tried to get something started 3 to 4 years ago called neighbors. We have homeless people in the park now that are homeless. Not all homeless people are homeless because they want to be. We do have the lazy ones which isn't a disability, but a state of mind. We have the disabled vets that served this country that have no choice now. They sleep under hedges, sleep on sidewalks, under bridges and we have the ones that are mentally and physically disabled. Their families have abandoned them, they've left home, and have no place to go. It's a touchy subject to me because I see it everyday because I live downtown. I have dear friend that feeds them, Kelley with "Hope of Apopka". These people do not have anyone to stand up for them, only to give them necessities. We need someone to be able to help them further than just necessities. We have plenty of room near the Fran Carlton Center to set up a temporary office for this City to take part of 100 thousand dollars and hire someone to be an advocate for the homeless. To get to know these people and what their needs are and see if we can locate some help for them and

maybe get some of them off the street. There are some of them that really want help, but have no means to get it.

Alex Klepper, President Apopka Firefighters Association, said I am here to speak on behalf of the Apopka Firefighters that I serve. I have 3 topics to address. Impasse hearings, the fire pension, and Apopka Station 6. First, at the last council meeting, City Administrator Chuck Vavrek spoke about information he received regarding the firefighter's positions on several matters. I am here to be clear, not to negotiate, but to clarify details that were incorrect, or perhaps unintentionally misleading. Our Union leadership has reached out on multiple occasions through our attorney's office to contact City representation asking if it were the will of the council that the City would be willing to mutually waive mediation by a special magistrate and bring our impasse articles back to council. The firefighters are not the ones wanting to go to mediation as stated two weeks incorrectly. We would prefer not to waste more time and money and handle are own business. It was also stated that the firefighters are pushing our meeting dates further. This clarification is particular to the delivery. The firefighters themselves have agreed to make any date, any time work. The difficulty as always is finding a mutual date agreement between two different attorneys and now a third party from somewhere in Tallahassee. This doesn't have anything to do with the firefighters. The fire pension study, this has been truly upsetting to our firefighters to see what happens to what appears to be either a deliberate delay tactic or poor management. Our firefighters ask for reasonable pension improvements, the City requested an actuary study. Firefighters paid for and provided an actuary study; the City rejected that study from our own pension study actuaries and has spent 4 months and counting obtaining a restudy on a study from a company that we don't regularly do business with or know. While our pension plan actuaries stand tall on their assessments and have never been questioned regarding their improvements to Apopka Police or Apopka General Employees Pension Fund, only the firefighters. It is fair to suppose that this is the will of the council? Lastly it has been alleged that temporary fire station 6 is potentially being relocated within a month's time frame to an unknown location with uncertain possible unsuitable living conditions. Perhaps there's no need for concern but when firefighters are asking where will I live a third of my life and will it be safe and they are ignored or told its not their business that doesn't instill confidence and doesn't allow for proper education or explanation.

Anthony Perez, 4922 Pierce Arrow Drive, Apopka FL 32712, said the reason I am here is because the VFW needs the City's help. We have received emails from Radley saying that he would like to work on the contracts, but the problem is these contracts that are being written are not in need of the VFW. The VFW feels like they are being kicked out. I know I've been told we are not trying to kick you out but the actions speak louder than words. The VFW is wanting to help the vets but how can we help the vets if we are told you need to give up an office. You need to give up this and that. The VFW is here for the City. The VFW without the City's help will go broke and we can't be that way.

Albert McKimmie, 3602 Golden Gem Road, Apopka FL 32703, said while in the chambers the Mayor twice recently at the end of meetings he has misrepresented facts and lied about the groups activities, our groups activities, and the results of those activities.

There is no public recourse to challenge these comments when they've been made at the end of meetings. Months ago, the Mayor told me I quote told me to go back and sit in my corner. Recently you told everyone our group found nothing in our review of election ballots. This is untrue. We only inspected and photographed envelopes. We are not in the position to determine any irregularities so your comments were not represented of the facts. At the conclusion of last weeks Charter meeting you branded our group. Fact, Eric Mock's paperwork was incomplete due to the omission of both his and the City Clerk's signature. In reference to the homeless I would hope that you will do something to benefit the homeless after tonight. Next, in regards to Fire Station 6, do we actually have stamped and dated plans specifically for Fire Station 6. The information that I have is the plans that you have were for another fire station and that you're using them to put forward for fire station 6. If you've broken ground for fire station 6 without having stamped dated plans, then again this is all done for the benefit of the public to create the impression that things are going smoothly which they're not.

Cate Manley, Apopka Chamber, said I just want to read a resolution that the board of Directors from the Chamber of Commerce put together on February 16th. The Apopka area Chamber of Commerce Board of Directors has voted to support and approve the following resolution request to the Mayor and City Commissioners of the City of Apopka. The Apopka area Chamber of Commerce and small business advocates of Central Florida request that the City of Apopka increase the local bid preference opportunities from 3% to 10% for small businesses. The City of Apopka is urged to adopt this statement that small businesses are a major source of economic growth and development including employment and taxable income. The City of Apopka is encouraged to continue its commitment to the participation of small businesses and City projects, procurement, and purchasing. The City of Apopka should recognize certified minority women business enterprises MWBE by Orange County Florida, City of Orlando, Greater Orlando Aviation Authority, and or State of Florida Office of Supplier Diversity as eligible participants in small business programs. The City of Apopka should require vendors to report to small business participation end goal achievement in the issuance of bids for proposed projects, procurement, or purchasing. This resolution shall be effective immediately upon adoption. We the undersigned hereby certify that the foregoing resolution is dually adopted by the Board of Directors of the Apopka Area Chamber of Commerce and Small Business Advocates of Central Florida, via electronic consensus on February 16, 2024. **Commissioner Becker** said are we going to discuss this? We keep on passing each other when it comes to letters to the editors through local papers versus officially interacting with this board. I have never one received a direct request from your office, anybody related to the Chamber Board related to having these types of conversations in a well thought out manner. To arbitrarily go from 3% to 10%? Where did that come from? At what point are we subsidizing an individual business at the cost of the taxpayers of the City. Our current procurement, this is still an outstanding question for Ms. Sherman and our Attorney. Our procurement policy has a prevision for local preference, 3 percent meaning that if we go into a multiple bid situation, the lowest bidder, if it's a non-local entity, a local entity that's the next lowest bid, or within 3 percent, can then can be considered the lowest bidder and we pay 3 percent higher for the local business. To go from 3 to 10 percent on a project that may be 50 thousand and spend a difference between 10 percent and 3 percent maybe small. But if we are talking about a project that's large scale, million-dollar projects, going from 3 percent to 10 percent can be

a pretty material difference. **Cate Manley,** said it does specify that it has to be competitive pricing. It can't be a 10 percent higher amount that somebody is bidding. It's giving that preference. **Commissioner Becker** said there's nothing in the resolution that would quantify what the benefit to minority owned businesses would be as a result of that resolution. The only thing quantifiable is the increase from 3 percent to 10 percent on the local preference bid policy. The way that I interpret our procurement policy is it says goods only, so that's a sticking point for me. It does say goods only if you read those two paragraphs in that policy. When we are talking about bidding out a project whether that's building a new skate park for the City. That's a million-dollar project. One could argue that if you interpret our policy a certain way we would be 3 percent higher to a local business then they would be considered the lowest bid. Is there confusion about what our local preference policy is? That's exactly what you're suggesting. **Cate Manley,** said we are more concerned about the fact that if you can't stack both. If you have minority preference and you're local and you're a local minority that you should have a specific opportunity to be able to bid with both and have the preference over somebody who is more established that somebody brings from outside of the community that has not had an opportunity. **Commissioner Becker** said our current policy says if you have a main office in the corporate limits of the City of Apopka on a bid type of scenario you can be 3 percent higher than the lowest and considered the lowest bid, local preference. What your resolution is telling us is that the Chambers taken a vote to say that needs to go from 3 percent to 10 percent. Is that a correct statement? **Mayor Nelson** said Commission Becker, what if we have Blanche reach out to the Central Florida area and get some feedback as to what Orlando's doing and Ocoee's doing. **Commissioner Becker** said I've done my research and I know what places are doing. Highland County for example. Blanche and I were talking about this before the meeting. I don't mind talking about 3, 7, 10, 15 percent, but their policy basically says that if a local business is about that percentage they will be considered the lowest bidder but they have to accept the lowest bid price in order to get that project. They still get the project its just their determination of whether or not they're going to go to that lowest bid. So, its used as a proxy by which to select a local preference, not a City saying I'm going to arbitrarily spend 7 percent more on a project to favor a local small business. I've sat up here on other pieces of business and been accused of playing politics. At this point I don't care if I'm being accused of playing politics if it means the right outcome. My irritation is that you keep on writing to the Apopka Chief Editor to talk about formal business within the City, yet not once have you contacted me, and I can't speak for others, or anybody from your board of directors reached out to me to say "Hey, we are thinking about passing this 3 to 10 percent policy, what are your concerns? Where do you think we have blind spots etc.? Its just never happened". We can continue to do research on it but I think we are miles away from having that sort of conversation. **Commissioner Nesta** said obviously I've been named multiple times in these letters to the editor and I appreciate that you have finally brought this to us as an option for us. I think discussing it in more detail and seeing what other municipalities are doing as well is beneficial. I'm definitely open to this and I think it's something that we need to discuss, but it doesn't need to be politicized and then muddied with other issues. **Commissioner Smith** said so Mayor is it possible for our Finance Director to get together and bring us back some information and have this as an agenda item? **Mayor Nelson** said so in two meetings you will come back and present this item.

CONSENT (Action Item)

1. Authorize the execution of contracts/ renewals for the assigned terms: The Orlando Philharmonic Orchestra.

2. Authorize the execution of piggyback contracts for the assigned terms: Nidy Sports Construction Company, Inc.

3. Award a contract for RFQ 2023-A-80: Professional Design Services: New Public Safety Facility, Architects Design Group.

4. City of Apopka FY2024 Budget-to-Actual Report for the Three Months Ending December 31, 2023.

5. Accept the disbursement report for January 2024.

   a. **Mayor Nelson** asked if anyone had any questions about any items on the Consent Agenda.
   b. Hearing no further questions or comments, **Mayor Nelson** asked for a motion to approve the Five (5) consent agenda.
   c. **Motion** by **Commissioner Becker** and seconded by **Commissioner Nesta** to approve the Five (5) consent agenda items.
   d. **Motion carried unanimously,** with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye.

BUSINESS (ACTION ITEMS)

1. Potable Water Break Damage – 1046 Villa Lane, #23
   Presented By: Radley Williams, Recreation Director

   Radley Williams, Parks and Recreations Director said he's seeking council direction and authorization for appropriate action for damages caused to 1046 Villa Lane, #23, due to City potable water main break. The incident occurred on January 30th, when a 6-inch potable water main break occurred in Errol Estates neighborhood, which flooded the home. Multiple rooms were affected in the house. The resident has been in contact with City Administration over the past couple of weeks and our HR Risk department has been working with our insurance carrier on a claim, but that claim has been denied so I am here tonight to run through a couple of options, see what the pleasure of the council is to proceed to try to remedy this situation. Option 1 would be to request the homeowner to file a claim through their insurance and work through our insurance to try to get resolution. Option 2 is to go through our city procurement to hire a contractor, make the necessary repairs to the home. I was onsite with our facilities administrator last week.

We anticipated at that time the repairs would be between 40,000 and 60,000 needed to the house. We have received a quote from ServePro to do the repairs, that quote came back at 33,000 dollars. The homeowner has also provided a list of other items, personal property, that was damaged in the incident. That will raise that price a little bit. Option 3 would be to work out a financial settlement with the homeowner and have them complete the work on their own. I have spoken with the homeowner multiple times and also this morning. Their preference is to have the City contractor do the repairs and then work with them on the list of personal items for reimbursement. Either of those options 2 or 3 we would work with City Attorney to make sure a waiver would be signed at the completion of the work, verifying that it was returned back to the proper state. Again, I am looking for direction. With the estimate that we initially had was between the 40 – 60,000 dollar range it was getting close to that 50,000 dollar threshold. That would need to come to council anyways so we wanted to get ahead of this. We have a very reasonable quote from Servpro. There is an option tonight for council if you wish to waive procurement on this incident and allow us to go ahead and get the property repaired in a faster fashion.

a. **Mayor Nelson** asked if anyone had any questions or if anyone from the public wanted to speak about this item.

Commissioner Becker said I was confused why we would get something like this for council. Option 1 seems like it's a staff led conversation to have. Why would council need to formally weigh in on that option? Same thing with option 3, working towards a financial settlement with the homeowner which are we able to voluntarily enter into financial agreements without their being some sort of initiation from the other party. It just seems premature that we are contemplating this. **Mayor Nelson** said I met with the lady that has a toddler daughter and she's having to live with her mother because the place is unlivable. The child is out of its element and not happy. I would say that the City Administrator wanted to put it off for two more weeks and I thought well if we can get this resolved I'd like this family back in their house as quickly as possible. The team, Radley, and AJ got out there quickly and got an estimate from ServePro, it's the pleasure of the board, my thought was to try to get them back into their house as quickly as possible. **Commissioner Becker** said all three options are within your full power because the option #2 the low end of that estimate is 40,000 dollars. You have the authority to do any 3 of those options, you do not need this council. **Commissioner Smith** said it is my understanding that not only do you need to bring her house back to being livable but she has some personal items that may take that figure above the 50,000 thresholds. **Commissioner Becker** said it may but we should know what the actual figure is before making a formal vote from council. We don't know the exact dollar amount. **Radley Williams, Parks and Recreations Director** said so what I would ask from staff standpoint is because this is a fluid situation we are working through to get to the final resolution. Our initial estimate was 40-60,000. We would not have to exceed 60,000 to get this remedied and move as quick as we can with the Servpro contract that came back more reasonable than we initially anticipated. **Commissioner Becker** said does this open up to any similar risks? Throw this particular piece of business.

Any lawsuit by which our insurance carrier has deemed denial of claim, which we have some, what does this open this up to? **Cliff Shepard, City Attorney** said the first question is why did they deny the claim? And I don't know the answer. I speculated that Mr. Williams can tell me exactly, but I assumed it was because they considered whatever this damage was an act of God. An example I gave you and everyone's benefit, if a completely healthy tree of yours falls on your neighbor's house so that nobody knew there was going to be a problem until it happened, then there is no liability to the person who has the tree on their property because its an act of God even though the tree from your house falls on somebody else's house. However, if you knew the tree was damaged or otherwise diseased then it is not an act of God and you can be held negligent and that case the insurance company should pay the bill, that's why you have insurance. The question here is why were we denied? The reason why that is a relevant question in terms of the government getting involved is generally speaking the government is not allowed to make volunteer payments of damages that they don't actually owe. In this case I'm not sure how the facts work out and again that's also a question that is determined by the court as to whether the facts were one way or the facts are the other. But the insurance company has come to a complete denial decision very quickly makes me very curious as to why. Ordinarily, it there was any doubt they would do what's called a reservation of rights, take on the claim, agree to defend this with a lawyer of their choosing and they pay for it just like some other cases, and then they would usually on their own dime start negotiating a settlement and see where that puts us. **Radley Williams, Parks and Recreations Director** said the claim was denied because it was along the lines that there was no defective reason why the pipe failed. It failed. **Commissioner Becker** said I would make a motion to postpone it definitely until we know more facts. **Radley Williams,** said its already been remediated. **Commissioner Nesta** said how much did we spend on that? **Radley Williams,** said that was 1600 dollars. **Albert McKimmie** said I appreciate that we want to do the best we can for this lady and her child. What we must not do is set a legal precedent or allow the Commissioners to be swayed into taking action over something that is going to cost the residents money and you have to look after that. If we set a legal precedent now then I'm sure its going to come back in a negative way. If the Mayor wants to do it that's his responsibility. Why would you take responsibility for something that you really shouldn't be doing? Commissioner Becker made a comment about another case which he obviously cannot discuss, but I know exactly what he means. When there's a death of someone working for the City, the City denied it because our insurance company said we were responsible for it. What's the difference?

After much conversing a motion was voted on to waive the 3 bid requirement and then Administration and Staff to handle and proceed forward in handling this matter

b. Hearing no further questions or comments, **Mayor Nelson** asked for a Motion to waive the 3 bid Requirement, then up to Administration and Staff handle and proceed forward with this matter.

c. **Motion** by **Commissioner Smith** and seconded by **Commissioner Nesta** to Motion to waive the 3 bid Requirement, then up to Administration and Staff handle and proceed forward with this matter.

d. Motion carried by 3 to 2 vote with Mayor Nelson, and Commissioners Smith, and Commissioner Nesta voting aye, and Commissioners Becker and Velazquez voted Nay.

2. Approval of proposal for the Apopka Station Street Project – Standard Investments & Holdings, LLC
Presented by: James Hitt, Community Development Director

Jim Hitt, Community Development Director said what is presenting again today was a subject that was presented at the previous CRA Meeting. We advertised properly this time and it was advertised in the paper January 12th and we received a resubmittal from Standard Investment Holdings. This is a request for the approval of the single proposal for the Station Street Project and proceed with the Development Agreement. The CRA envisions a multi-use project including affordable housing including downtown public parking and an extension of the downtown Apopka trail and construction of a public events space. The City anticipates that approx. 1 acre of the property notice for disposable will be retained by the City for construction of public event space. This will also be completed by the successful proposal. Jim showed what the project would look like and the design scope. The proposal would be consistent with the comprehensive plan which shows the site as commercial and the Land Development Code which is currently MU-D. Both the land use and zoning permit for multi-family development must adhere to the Senate Bill 102 which is the Live Local Act. Once the proposal is accepted the next step is to review and to formally approve the Development Agreement which would be scheduled for a CRA meeting and a City Council meeting similar to what occurred today. We are looking at March 6, 2024 meeting. The latest would be the second meeting in March. The Construction Site Plan would be approved by the DRC. At this stage we are looking for a recommended motion to accept the single proposal from Standard Investment Holdings and continue the process for the Development Agreement to be presented to the CRA and City Council.

a) Mayor Nelson asked if anyone had any questions for Jean or if anyone from the public wanted to speak about this item.

Ace Woodham, 47 E Magnolia Street, Apopka FL 32703, said Station 1 is on 5th Street. You just destroyed the western end of 5th Street that dead ends at Central. Tower 1 cannot turn on Forest Street so it has to turn at Central Ave to get off of 5th Street. It has to go either to Park Ave or Central Ave. I am not against the project, but I think we need to think about our emergency vehicles before we go any further.
Commissioner Becker said to reference his comments from the CRA meeting February 21 at 6:00PM.

b) Hearing no further questions or comments, **Mayor Nelson** asked for a Motion to approve the proposal for the Apopka Station Street Project – Standard Investments & Holdings, LLC.

c) Motion by **Commissioner Velazquez** and seconded by **Commissioner Smith** to approve the proposal for the Apopka Station Street Project – Standard Investments & Holdings, LLC.

d) **Motion carried 4 to 1,** with Mayor Nelson, and Commissioners Nesta, Smith & Velazquez voting aye and Commissioner Becker Voting Nay.

3. FY 23-24 Individual Distributed Wastewater Treatment System (IDWTS) Conversion Project.
Presented by: Deodat Budhu, Public Services Director

Deodat Budhu, Public Services Director said I am requesting from the Council for the final consideration and approval for us to continue the conversion project of replacing the traditional septic tanks in the Wekiva Glen neighborhood. This request resulted from an additional fund received from the St John River Water Management District, Amendment #4 as part of a cost sharing program. The continuation of this IDWTS Conversion Program was tabled at the Council meeting on October 18th and November 15th, 2023 respectively, pending additional information. A very brief recap of the previous presentation and description of the requests additional information will be provided tonight. At the conclusion of my presentation I will seek Council's approval and how to proceed with this IDWTS Conversion Program. On October 18th meeting Staff indicated that we received an additional 1,162,500 dollars from the St Johns River Water Management District. This amount represents 75 percent of the cost shared and the City of Apopka would be contributing an additional 25 percent. This amendment adds 1.1 to the existing cost shared agreement to continue this project. It's extends the completion deadline to March 30, 2025. With the existing cost shared with St Johns River Water Management District, 30 IDWTS units were already installed and functioning in the Wekiva Glen neighborhood. We received 337,500 dollars which covers 75 percent of that cost and the City provided 25 percent of the total cost. Deo also spoke about OnSyte Performance LLC is the only vendor is the only vendor approved by FDP that can turnkey operation of the units. The City has a master service agreement with them to perform installation and maintenance and monitoring of the system. There was a question raised by Council as to who is responsible for the unit? Lifespan of the unit? Cost of long-term ownership? Benefit of the system? What is the long-term strategy for the program? How much would it cost to convert the homeowners to central sewer? At the November 15, 2023, Council gave specific direction to add the following items for the final consideration. The directions were: a written process under the IDWTS Program and a responsibility of each party, so I was asked to develop a process and put it in place. In regards to the cost of the full replacement at the end of the service life of the unit? OnSyte Performance LLC will be responsible for that now due to the master service agreement in place now. From the November 23rd until current, Council members met with OnSyte to discuss the program and ask any questions that they had moving forward. During this meeting, OnSyte agreed to revise the master service agreement to clarify the language about exactly what is covered under the service portion of the agreement, including full replacement of the unit if it fails at the end of its service life. In that case they take full responsibility to replace the unit. Deo went on to discuss in depth Resolution 2024-23 during this presentation. He made one correction to "Exhibit D" that he mentioned. He sent an email about Exhibit D, Section 5, there was an inadvertent line that should have been taken out. On page 2 of the Exhibit, an email was sent to each Council member and described that the septic to sewer distributed customer service page 2, paragraph 2, the statement on line 5, needs to be removed. I provided the corrected version sent in an email. The email was sent on Tuesday, February 20th.

Commissioner Becker said the resident / client application for requesting one of these, there was a statement in there that was countered to what Deo just said regarding the modification in the master service agreement to say that the OnSyte would be taking care of the replacement cost if it failed or at the end of useful life. It was taken out from that application. **Commissioner Becker** said the resident / client application for requesting one of these, there was a statement in there that was countered to what Deo just said regarding the modification in the master service agreement to say that the OnSyte would be taking care of the replacement cost if it failed or at the end of useful life. It was taken out from that application. **Deodat Budhu,** said correct. The responsibility now is taken by OnSyte and not the homeowner anymore. The homeowner's responsibility I outlined here, but this is a part of it that is in the Resolution. I also highlighted OnSyte Performances responsibilities. The main highlight here is the last item during the time of the master service agreement full replacement of the unit if it were to fail or reach the end of its service life will be their responsibility. The City's responsibility is the plan in place and everything was explained / listed in the plan.

a) **Mayor Nelson** asked if anyone had any questions for Deo or if anyone from the public wanted to speak about this item. **Commissioner Smith** said my question is in the highlights that you have for us regarding the City's responsibility. The last bullet says the City will take over the operation maintenance of the units if the master service agreement ceases for any reason. What would be the reason that the agreement ceases? **Deodat Budhu,** said if for some chance that OnSyte or us decided that we no longer wanted them to perform the service, then that unit belongs to the City. We would have to take over that service. I do not see that forthcoming. The way the master service agreement is written, both parties have to agree to renew every 5 years. **Commissioner Nesta** said isn't this a piggyback with Lake County? So, if Lake County cancels their contract wouldn't that cancel ours. **Deodat Budhu,** said no, this has nothing to do with Lake County. We are not doing that anymore. We just amended our master agreement that came to the board in 2021. **Commissioner Becker** said my issue when I met with OnSyte was not necessarily on their side. We are getting to the point where this has gone from a proof of concept, to now it's going to be something that we are extending further and further on within Wekiva Glen. My concern was centered in the operationalization of this program. I still have yet to see that because when we look at the City of Apopka's responsibilities, I'll name a few. Oversees the application, approval and installation process of each unit meaning we've got boots on the ground that are looking at the installation of these units. Hand and hand with OnSyte, who on your staff is doing that? **Deodat Budhu, ,** said the inspector from our section. The construction inspector from our section. **Commissioner Becker** said then collaborate and assist OnSyte with complying with the permits issued by the Florida Department of Environmental Protection, monitor all data generated by OnSyte for completeness and accuracy. This one is big, take steps to ensure complaints and requests for service by property owners are timely address and that any needed repairs are completed in a timely manner, yet we're not the ones repairing it. OnSyte is the ones repairing it. **Deodat Budhu, ,** said we have a contract. The master agreement is that we hired OnSyte to perform this service. We are making sure that whatever is in that contract, that we make sure service performs properly. The master agreement is that we hired

OnSyte to perform this service. We are making sure that whatever is in that contract, that we make sure service performs properly. **Commissioner Becker** said in the time since our last meeting, do you have standard operating procedures written that document how we address each one of these topics? I've mentioned that last time when I talked about operationalizing this effort. Do we have procedures on how people need to go about doing these things? If your inspector decided tomorrow to go to a different City and work. That expertise walks out. The person that you fire says I don't know anything about OnSyte systems. Ideally you would had them the procedure that says here's what you need to do when you install this system and here's what you need to look for when you're inspecting. Everything that in outlined from a City responsibility perspective. **Deodat Budhu, ,** said I do not have that, but there is a checklist. That is something that can be done pretty easily. That is something that I may have missed from your conversation the last time. That is very simple. **Commissioner Becker** said my issue is more about how we internally as a City look at this program and make sure that when residents that leverage it are employees know how to interact with our residents, more so than OnSyte representatives. We talked at length and I know the value of your product. Taking that language out of the application puts that burden back on us, the City versus the homeowner that is benefitting from that distributive waste water system. I have full confidence that OnSyte is going succeed and be around for 30 years, but I also have to plan for a contingency to say that they are not. If they were to go out of business or cease to exist. All that burden then becomes on the City versus the homeowner the way that it is currently written within this Resolution. **Deodat Budhu, ,** said right, but then the same argument can be made on if we are going to put in a sewer system and we apply for a grant in order to do that. We have to own that system and we are responsible if something happens to that system. The same thing here. The grant condition is that if we are going to use the money from that grant, we have to own this unit. The grant given to the municipality and the municipality has to have ownership of that unit and the responsibility for it. The homeowner here is not getting the grant. The grant is solely given to the City as a part to perform this service. **Commissioner Velazquez** said the only concern that I have is that if for some reason OnSyte decides to walk away from this we are going to be responsible for the vessel, the entire product the entire septic tank. **Deodat Budhu, ,** said that is correct. Just like a lift station, if we put in a lift station, we are responsible. We got a grant to do it, we are responsible for the system. We are using the grant for the system and we have to own it. **Commissioner Nesta** said this is not one wastewater treatment plant, its 125 wastewater treatment plants that have the same whatever unit that may breakdown over and over. **Deodat Budhu,** said the big picture is that if this is the system that is available to us that performs certain treatment. Assuming that we are not engaged with this. Do we have the funding to put these in sewer systems? It costs a million dollars for this subdivision. When you install a sewer system you are increasing the capacity of the plant. All this now is going to the plant. So, you have to think of getting a new plant faster. In this case you have each individual system, are working independently. The only risk here you are taking is if OnSyte were to just disappear from planet. We would have to make sure that we have people in place to manage the systems. The software is on the cloud. We will still have the proper software to use, it is not something hard to use. We would have to get a specialist water resource and operator to manage the program and find a contractor that can perform this remedial electrical

. **Jeff Littlejohn, OnSyte Performance,** said I appreciate your concerns about what happens if something happens to us. We have invested years and years to develop this program and to develop the technology right here in this area. We put our very first one in 2017 at the Lake Apopka Field Station for St Johns, tested it for 4 years for the State of Florida, all under that close supervision to make sure that we got product approval to go out help communities like the City of Apopka. We are committed to this program. We want Florida's water quality to improve and we are here to help address the septic tank issue. Specific to your question, all the components inside each unit actually are off the shelf components.
Anybody can go buy a replacement part from a Grainger catalog. We can, will and would turn over all plans to maintain all of the equipment. We provide an operation and maintenance manual when we work with a partner. Regarding the software, which is truly the only proprietary piece. If something were to happen, according to our master service agreement the license to the software, so the IP would actually go to the City of Apopka. If something happens to us, you own our software. At that point, any water technology company or service technical company or a Water US or equivalent company, they could be hired and replace us. Our long-term growth strategy is to have a trained technician that is a resident of this area that can service and maintain these units and we want to continue to grow that work force.

Tony Philcox, 927 Crest Court, Apopka said he lives in the Wekiva Glen neighborhood. He is one of the recipients of the system. He said he wants to speak in support of this. In May of 2021 they broke ground at our house where we got the system installed. I can tell you that OnSyte has been very studious, conscientious, and responsible in putting the system in to start with and then maintaining it along. We pay a monthly fee of about 40 dollars to the City and it costs about 3400 dollars new drain field to make sure that it operated correctly with the new system. I knew that was going to be a cost, but that was at a reduced rate. We are pleased about that. I cannot say enough positive things about OnSyte, in fact my daughter and son-in-law were also put the system in as well. We are all very pleased and I just wanted to let City Council know that this is a good system. I encourage support for it and we thank you as we are the beneficiaries. I hope it continues because what's at stake is our waterways and our environment.

Ace Woodham said that's a lot of money to put these individual treatment plants in. nothing against this man's company but those would be ideal in remote areas such as Rock Springs Run. When you have over 100 residents inside the City limits and you're going to force a 50-thousand-dollar treatment plant in their yard even though part is funded you're costing the citizens. It would be just as feasible as giving them a fee and putting in sewer lines. Christina Moore did at the far end of Welch Road. The County has done it. Then there's the maintenance of this system. What started all this was the Nitrates into the Wekiva River Basin. Before you approve this and make citizens pay that kind of money please look into it. These are excellent systems for residents that are isolated. When you're in a neighborhood a lift station works perfectly. Most of the nitrates are from fertilizers on the grasses.

Albert Mckimmie said when this item came up previously on the agenda here it was quite a contentious issue with a lot of discussion. At the time I was a little confused and looked more into it. In my knowledge with septic systems, they rarely go bad or wrong. It's all about alternatives. There's always an alternative. We could put in sewers, we can put in septic. The fact is that if we chose to put in the septic and keep the money we currently have for the infrastructure for the sewers and we have that at compound interest at 5 percent it doesn't take long for these systems to come back and pay themselves off for the City, which is the reason I have changed my mind and am now in favor of the system.

Bobbie Boeh, 2317 Boy Scout Road, said they were talking about the fields before and the upkeep of them. They need roads to get there that are not full of pot holes. I know some of the money comes out of another fund. I have reported some and it gets fixed after a while. She went on to speak of her property being placed into a flood zone and her rental property. Also, about engineering department lacking when it comes to building the new subdivisions etc. She also added that septic fields are a good thing and they work very well. They percolate very well and helps cleanse.

John Nee, 1850 Cedar Glen Drive, said my septic is failing and needs to be replaced. I cannot afford 50 thousand dollars, so I have the option because I'm not building new but repairing I can go with the old system. If I do that I am making a 20-year investment. I would much rather go with the new technology and benefit the Wekiva River Basin. For me its real and something is going to happen for me in the next few months so that's why I would encourage you to go ahead and adopt it.

Commissioner Nesta confirmed that this grant cannot be used anywhere else except for this program solely or we lose it and Deo confirmed that is correct. The homeowner is responsible for paying for the drain field, a maintenance fee, and electricity for the system.

b) Hearing no further questions or comments, **Mayor Nelson** asked for a Motion to approve FY 23-24 Individual Distributed Wastewater Treatment System (IDWTS) Conversion Project.
c) **Motion** by **Commissioner Smith** and seconded by **Commissioner Nesta** to approve the FY 23-24 Individual Distributed Wastewater Treatment System (IDWTS) Conversion Project.
d) **Motion carried unanimously,** with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye.

4. Proposed Investment Portfolio Composition by Security Type
Presented by: Blanche Sherman, Finance Director

Blanche Sherman, Finance Director said on October 18, 2023 meeting, the City investment advisor, Morgan Stanley presented the proposed changes and revisions to the City's investment policy for review and consideration. She said on December 6, 2023, the Council approved Resolution 2023-40, amending Ordinance 873, amending and restating the investment portfolio policy of the City of Apopka. On February 7, 2024, the City's

investment advisor Glenn Scott presented to Council an update on the current holdings, investment policy restrictions and some long-term goals. They had a suggestion then to make some changes to our portfolio to diversify the program moving funds from Seacoast, Synovus, NSBA into treasuries, notes and other various investments according to our policy. Due to concerns regarding those, deposits in our local banks, and the potential impact on the future withdrawals, Council requested additional information from staff pertaining to whether the local banks interest rates will change as a result of those withdrawals. Staff contacted those banks to address those concerns. Synovus Bank responded with no change, the current rate will remain the same. Seacoast Bank responded with a decrease in rate from 5.5 percent to 5.3 percent, based on those estimated withdrawals that was proposed to Council. As a result, the City investment advisor is now recommending a proposal of just 15 Million of withdrawals. 5 Million in a treasury note that will expire on January 31, 2025, another 5 million in additional treasury note that will expire January 31, 2026, and 5 Million invested in a bond with Apple 2.45, expiring August 4, 2026. Based on projections of the Federal Funds rate, the securities will earn roughly about 200,000 more over that period of time until maturity and they suggest that the funds only be taken from Synovus Bank. That is the proposal before you for consideration.

a) Mayor Nelson asked if anyone had any questions for Blanche or if anyone from the public wanted to speak about this item.

Commissioner Nesta said to confirm, is any of this money going to be in a Colorado account to any capacity? No. Has any money been moved to Colorado in any capacity at all in the last 2, 3, 5, 10, 40 years? No, not to my knowledge. Anybody that continues to state that is just wrong and lying. **Blanche Sherman** said our funds are in the banks that has been indicated. **Commissioner Nesta** said what I like about this is that because of their advice they're going to making us 200,000 more than what we would have otherwise. **Blanche** said that's the projection. No funds are being moved from Seacoast, only Synovus. **Commissioner Nesta** said do you know the remaining balance amount once these funds are removed? **Blanche** said yes, the remaining balance will be about 84.4 Million. The current balance as of January 31, 2024, is about 99.4 Million. **Commissioner Velazquez** spoke but mic was not on and was inaudible. **Blanche** said it doesn't go to Colorado. Synovus is our custody bank. They hold the securities. The funds will go to where we are purchasing the treasury notes and the bonds from. Those funds we have to pay. We have to transfer that 15 Million to those brokers to pay for those treasury notes and the bond.

Commissioner Becker said I think people need to understand why this Colorado thing is coming up. Back when we approved the investment policy the idea that all this money was leaving the banks and going and sitting in Colorado, because that is where Morgan Stanley listed their Corporate location as. So that's where the Colorado is coming from, totally misinformed. Back when we selected Morgan Stanley, there was no local outfit that wanted to do this anyhow. That's where the Colorado is coming from. This 15 Million will be taken out of deposit from Synovus and put into other investment securities that will yield what they're projecting. **Blanche** said that is correct. Long term. **John Cloran, 593 Ustler Road, Apopka** said you're not moving the money, you're giving the money to Morgan Stanley. Have you read the fact that they are laying their employees off? Who is their local representative? Who do we have in Apopka that represents them? Mr. Becker since you brought it up, who's are representative? You are willing to take money and put it somewhere else even though its not going to officially be in Apopka at a local bank. **Commissioner Becker** said yes Sir. Morgan Stanley is a pretty reputable company. **John Cloran** expressed his concerns about moving the money from the local bank.

b) Hearing no further questions or comments, **Mayor Nelson** asked for a Motion to approve the proposed Investment Portfolio Composition by Security Type.

c) Motion by **Commissioner Becker** and seconded by **Commissioner Nesta** to approve the proposed Investment Portfolio Composition by Security Type.

d) Motion carried 4 to 1, with Commissioners Becker, Nesta, Smith & Velazquez voting aye, and Mayor Nelson, Ney.

PUBLIC HEARING/ORDINANCES/RESOLUTION (ACTION ITEM)

1. Magnolia Terrace (now know as Lee Terrace) Planned Development Agreement
   Owner(s): Marion Wade Hopper Life Estate, Mary Kathleen Hopper Life Estate, Harold Wayne Thomas, Melody Lynn Thomas, Mary Kathleen Hopper, Douglas Matthews Trust, Anita Matthews Trust, George A. Thomas, Sandra K. Thomas, Vernus Stapler, Gail Marie Stapler, Kenneth W. Davidson, and Natalie W. Davidson
   Applicant(s): Thomas R. Sullivan, Esq.
   Location: East of S. Binion Road and south of Willet Avenue
   Project: Magnolia Terrace (now known as Lee Terrace)
   Density: 3.7 du/ac
   Project Manager: Bobby Howell, AICP
   Presented by: Bobby Howell, Planning Manager

   Bobby Howell, Planning Manager said on December 15, 2021 the City Council adopted Ordinance 2888 which rezoned 95 acres to PED for the proposed Magnolia Terrace Planned Development. In addition to the adoption of Ordinance 2888, the City Council adopted PD Master Plan and a PD Agreement. Following the adoption of the PD Master Plan, PD Agreement and Ordinance the original developer Meritage Homes opted not to

construct the project and never signed the PD Agreement. Subsequently a new developer purchased the project and has provided a revised PD Agreement, reflecting changes that were relevant to the new development. Unit count remains the same, however townhome units increased by 1, single family decreases by 1, additional changes noted an increase in wetland area. Staff recommends approval and staff and applicant are available for any questions.

a. **Mayor Nelson** asked if anyone had any questions or if anyone from the public wanted to speak about this item.
b. Hearing no further questions or comments, **Mayor Nelson** asked for a Motion to approve the Magnolia Terrace Planned Development Agreement Amendment.
c. **Motion** by **Commissioner Nesta** and seconded by **Commissioner Velazquez** to approve the Magnolia Terrace Planned Development Agreement Amendment.
d. **Motion carried unanimously,** with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye.

CITY COUNCIL REPORTS

Commissioner Velazquez said yesterday I spoke with Debra Green from the Audubon Society regarding the lease that we have. She has some concerns about the building being in disrepair and the longer it takes for the lease to be agreed upon. **Mayor Nelson** said we tabled that one to Deo. Radley has been in communication with Debra Green. **Radley Williams** said I should have that back to Council shortly. We received the next version of comments and I need to review over that with the City Administrator, City Attorney, and the Mayor. **Commissioner Velazquez** said do you have time frame, because she is under impression that the lease is sitting here. **Radley Williams** said I can get back to you next month at the first March Council meeting. **Commissioner Velazquez** said I have been collecting all the articles from the Apopka Chief and all the articles that were written were asking the public to reach out to us regarding the investment. But at the same time, it had to do with the from the 3 percent to the 10 percent issue. I guess at some point we should discuss what the Chambers is asking us to do and I'm wondering what the benefit is for us? **Mayor Nelson** said Blanche is going to come back in two meetings and go over this topic. **She** said she went to PD awards and congrats to Rod Olsen. We have an upcoming Music to My Mind, which is a community bank that we support here and it will be on March 3rd which is a Sunday, at 7:00 pm.

Commissioner Becker said Mr. Klepper's comments are not lost on me. Having attended that last pension board and hearing the thoughtfulness and the methodology that our actuary uses to produce what they anticipate the long term being factoring in salaries, economic conditions etc. It sounded like it had its own merit and should be trusted. We are at a point where we have been in these negotiations for quite some time and if its going to come back to the Council anyways, going through a magistrate, they're going to have opinions, but ultimately the five of us or whoever is on the Council at the time know our people the best. I don't know why it wouldn't come back to us at this point. Lets just get to the finish line. I know we all received an email talking about motioning to do all this stuff and I said at the last meeting that if we don't have real clear traction and direction which I'm not hearing much, I would move

to bring the negotiations to this Council and let us decide the fate of our firefighters. We know our budget, we know what our last 3 years look like, what are future in 3 years want to look like in terms of how much we've spent, how much we want to budget, what should total percentage in general fund look like in terms of funding our public safety organization. Lets just do that hard work, bring it back to this Council and put it to rest. Let people go about their jobs.

Commissioner Velazquez said why are we asking for another actuary study if we brought two already? We have the one that we actually use for all the general, fire and police. We asked the fire department to get an outside actuary report, you brought that in. I missed the last pension meeting.

Cliff Shepard said the reality is that I think it would be wise to go back and at least individually speak to Mr. Mandel and invite him to come and speak to you all at the next meeting. The reason for that is there are certain rules regarding how negotiations are supposed to go and I don't think Council can declare an impasse. What I do think is that it is absolutely true that if they are at impasse its going to be back in front of you. **Commissioner Becker** said an impasse has already been declared. What is happening now is its just sitting dormant. We are getting conflicting reports of what Mr. Klepper said tonight, what Mr. Vavrek said last meeting in terms of impasse, next steps, who's canceling, who's willing, it's a mess. **Cliff Shepard** said the good news is you can go directly to Mr. Mandel like you could go directly to me you don't have to go through Mr. Vavrek or anybody else. If he says yes, we can do that or that's what should happen next and there's no obstacles to it. All I'm saying is proceed with caution. **Mr. Klepper** said if I can clarify my speaking points. We were stating in reference to City Administrator Vavrek's comments last week. I am stating clearly today the fire union is willing to waive the special magistrate and bring it back to Council. You are all able to make your own decision. I am not trying to influence you in any way, which is what your attorney is alluding to is an unfair labor practice. This is not a negotiation, we were clarifying that you were told misinformation at last Council meeting.

Mayor Nelson said this is what I would recommend. If you want to have a shade meeting with Jeffrey before the next Council meeting and if that date doesn't work for him, can you give me a couple other days where we can do a zoom call? I'm suggesting we do a shade meeting prior to next City Council meeting. **Cliff Shepard** said if I am understanding correctly try to get a meeting set up as quickly as possible and I'll do that. **Commissioner Becker** said and I would like to set a form of Motion just so there is no question. I would move that we engage with Mr. Mandel to set up a shade meeting sometime at or before the next City Council. Seconded by **Commissioner Nesta. All in Favor, Commissioners Smith, Becker, and Velazquez, and Mayor Nelson voting Aye.**

Commissioner Smith said thank you Council for accepting my tardiness today. It was a life and death situation that I had to take care of. **Commissioner Nesta** said we have two events coming up. One is a clean up day this Saturday, between 8 and 11. It's Martin Street and Park Ave, it's a City owned property that has been a little rough over the years so we are going to clean up that area, just wanted to remind everyone in case they want to come out. We are planting some new plants, removing old ones, adding mulch, so it will be the northwest corner of Martin Street and Park Ave this Saturday between 8 and 11. For the high school students

on March 2, here in front of City Hall it's a sidewalk chalk artwork competition for high school students that want to participate, cash prizes, and I have some judges lined up, it will be a cool event.

CITY ATTORNEY'S REPORT

Cliff Shepard said I do have one thing and that would be to talk about what happened last night. Orange County Charter Review. I copied you all on some information about proposed charter amendment. Where it is now, they had the first reading of it on Monday or Tuesday and there was a lot of discussion pro and con. The Cities were con the amendment for the reasons that you would've imagined the existing JPAs which it would essentially breech and the failure to recognize even when the property is annexed into the City per the JPA that our rules wouldn't apply, that the County Comp Plan would apply, which is contrary to Florida Statues which other people also brought up. There was concerned raised by me and I was the only one, about the unlimited liability you would create through the Bert Harris Act as its currently amended. It used to be much more winnable than it is now. It's a very hard to case to win now for a lot of reasons that I spelled out summed up in that letter. My sense of it is, Commissioner Nicole Wilson was there, she generally represents the westside of I-4 Cities, or at least ones that are involved here, and my sense of it is, that she was going to encourage the Charter Review and I think they were leaning in this direction to send it back to the committee to see if it could dress in some fashion this amendment to protect rural boundaries without walking all over the existing JPAs. I do not know where it will end up and I wanted to make sure that you got the letter that I prepared. I sent it Monday and then spoke about it. I do think it's an important issue, but I was very careful to say that I was there on behalf of the Mayor because you hadn't all weighed in. If you have contrary information or information you want to report to me that you want to make sure I convey. I told them last night that I do not yet speak for the whole Council or the City, I am just speaking for the Mayor in his capacity as a strong Mayor. These are the concerns and that's what happened and I will keep an eye on it and if you have any concerns or questions please reach out and I'll do my best to answer. **Mayor Nelson** said we just want to recommend that JPAs be exempt from the proposed Charter Amendment. How would you word that Cliff so that it narrows it down to the issue? Cliff do you have a potential motion for us? **Cliff Shepard** said if I was writing the motion, it would be motion to express by resolution, which I can draft for you by the next meeting, your objection and opposition to this Charter Amendment as written. If you want to throw in language that you're not opposed to rural boundaries as a concept, but you are opposed to interference with existing JPAs which were thought out well planned etc. The motion is to have the City Attorney prepare a resolution opposing the rural boundary amendment as its currently drafted to the extent that it interferes with existing rights under the joint planning area agreement.

a. **Mayor Nelson** asked Commissioner Becker are you good with that Motion?
b. **Motion** by **Commissioner Becker** and seconded by **Commissioner Smith to** Motion to have the City Attorney prepare a resolution opposing the rural boundary amendment as its currently drafted to the extent that it interferes with existing rights under the joint planning area agreement.

c. **Motion carried unanimously,** with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye.

MAYOR'S REPORT

Mayor Nelson said Tuesday we are having the Wekiva High School and Apopka High School Career Education Fair. It will be Tuesday morning at Wekiva High School. In the Afternoon it will be at Apopka High School. We are inviting the bottom third of the students at each high school to come to a career fair. Valencia State College will be there. There're some technical programs out there that are looking for students. We will have the Military there as well. We have over 30 companies and organizations there. The Legends of Apopka Celebrating Black History Month, will be Tuesday night, 6 to 8pm at the Apopka Community Center. We will have booklets for sale there we are asking anyone that has family member or a friend that is being honored to attend and be a part of that. We want to celebrate the lives of these career makers. Please come out to be a part of it.

ADJOURNMENT

The meeting adjourned at 10:31 PM

All video recordings of City Council Meetings are always posted on the City of Apopka's YouTube page, for viewing.

_____

Bryan Nelson, Mayor

Attest: _____
Susan M. Bone, City Clerk

Transcribed By: _____
Jodi Wrigley, Deputy City Clerk

City of Apopka
CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)
Item #: 1.
Meeting Date: March 6, 2024
Department: Code Enforcement

SUBJECT:
Release of Code Enforcement Lien - 830 S Highland Avenue

REQUEST:
Execute Release of Lien - 803 S Highland Avenue

SUMMARY:
On August 15, 2023, the City of Apopka rendered an Order Finding Carlos Luna, the owner of the property located at 803 S Highland Avenue ("subject property") in violation of Sections 302.4, 304.10, 304.12, 304.13, and 308.1, of the Internation Property Maintenance Code. A fine in the amount of Five Hundred ($500.00) Dollars per day, per violation was imposed starting on September 4, 2023.

On March 1, 2024, Carlos Luna, Owner, and the City entered into a Settlement Stipulation to reduce the unpaid code enforcement lien to a settlement amount of Four Thousand ($4,000.00) Dollars, paid to the City. The property is currently in compliance with the International Property Maintenance Code.

FUNDING SOURCE:
N/A

RECOMMENDED MOTION:
Execute Release of Code Enforcement Lien for recordation in Public Records of Orange County, Florida upon receipt of settlement amount.

ATTACHMENTS:
1. Release of Lien - 830 S Highland Ave
2. 23-00397 - 830 S Highland Ave - Stipulation Agreement
3. 23-00397 AOC

This instrument prepared by
the Deputy City Clerk

When recorded return to:
City Clerk
City of Apopka
120 East Main Street
Apopka, Florida 32703

RELEASE OF CODE ENFORCEMENT LIEN

KNOW ALL MEN BY THESE PRESENTS that the CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA ("City"), whose mailing address is 120 East Main Street, Apopka, Florida 32703, is the owner and holder of that certain Order Imposing Penalty/Lien against Carlos Luna, recorded on September 18, 2023 at Instrument No. 20230534759, Public Records of Orange County, Florida ("Code Enforcement Lien").

NOW, THEREFORE, for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby releases the following real property described to wit on Exhibit A, attached hereto and incorporated herein, from the lien, operation, and effect of the Code Enforcement Lien.

IN WITNESS WHEREOF, the City has executed these presents this 6th day of March, 2024.

ATTEST:

_____
Susan Bone, City Clerk

CITY OF APOPKA, FLORIDA

_____
Bryan Nelson, Mayor

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of □ physical presence OR □ online notarization, this 6th day of March, 2024, by Bryan Nelson, Mayor, and Susan Bone, City Clerk, who are □ personally known to me OR □ who have produced _____ as identification.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Lot 14, Robinson & Derbys Addition to Apopka, according to the map or plat thereof, as recorded in Plat Book B, Page(s)40,of the Public Records of Orange County, Florida.

CODE ENFORCEMENT
CITY OF APOPKA, FLORIDA

CITY OF APOPKA,

Petitioner,

v.

Carlos Luna

Respondents,
_____/

Complaint No. 23-00397

Address: 830 S. Highland
Apopka, Fl. 32703

SETTLEMENT STIPULATION

Petitioner CITY OF APOPKA and Respondent(s) Carlos Luna, enter into this Settlement Stipulation ("Stipulation") in the above-styled action as follows,

1. This Stipulation is meant to be absolute.

2. Petitioner and Respondents have entered into this Stipulation as a result of an agreement to pay a reduced total unpaid code enforcement fine in the amount of Four Thousand ($4,000.00) Dollars in full satisfaction of said fines.

3. Each party represents and warrants to the other party that it has the requisite authority to enter into this Stipulation.

4. In exchange for the mutual covenants and mutual release set forth herein, upon clearance of the funds in the payment in full of the agreed upon amount set forth hereinabove and the approval of this Stipulation, the City of Apopka will record a Satisfaction of Lien for property addresses 830 S. Highland Ave, Apopka, Fl, 32703.

5. The Parties hereby irrevocably and unconditionally release, acquit, and forever discharge each other. The Parties also hereby waive all rights to file any claim or a lawsuit against the other party relating to the above styled action. The releases herein do not release and acquit Petitioner from initiating code enforcement actions for subsequent violations (either new or repeat) of the Land Development Code

or other authorized City codes and ordinances by Respondents occurring subsequent to the execution of this Stipulation.

6. Upon full execution of this Stipulation by both parties and payment of the agreed settlement amount, the City of Apopka will schedule approval of this Agreement at the next City Council Public Hearing.

Dated this 1st day of MAR, 2024.

Petitioner:

CITY OF APOPKA
Acting City Administrator
120 East Main Street
Apopka, Florida 32703-5346
T: 407.703.1649
F: 407.703.1780
E: evavrek@apopka.net

Charles Vavrek
Acting City Administrator

Respondent

Carlos Luna (Owner)
830 S. Highland Ave.
Apopka, Florida 32703

Signature

Carlos Luna.

Print Name

CODE ENFORCEMENT HEARING OFFICER
OF THE
CITY OF APOPKA, FLORIDA

CITY OF APOPKA, FLORIDA

vs
Respondent(s)

CARLOS LUNA

CASE NO. 23-00397
ADDRESS: 830 S HIGHLAND AVE LIEN
PARCEL ID:15-21-28-7540-00-140

AFFIDAVIT OF COMPLIANCE WITH ORDER
OF APOPKA CODE ENFORCEMENT HEARING OFFICER

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared **Dave Whitty,** Code Enforcement Officer for the City of Apopka, who, after being duly sworn, deposes and says:

1. That on **08/15/23** the Code Enforcement Hearing Officer held a public hearing and issued its Order in the above-styled matter.

2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **09/04/23**

3. That re-inspection was performed on **02/27/24** and was in compliance.

FURTHER AFFIANT SAYETH NOT.

Dated this **02/28/24**

Dave Whitty
Code Enforcement Officer

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to and subscribed before me this **02/28/24** by Dave Whitty who is personally known to me and did not take an oath.

ALEXCIA DECAUL
MY COMMISSION # HH 413178
EXPIRES: October 13, 2027

Alexcia DeCaul
Notary Public, State of Florida
Commission# HH413178

City of Apopka
CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)
Item #: 2.
Meeting Date: March 6, 2024
Department: Police Department

SUBJECT:
Acceptance for Bureau of Justice Assistance Fiscal Year 2022 Edward Byrne Memorial Justice Assistance Grant JAG-Countywide (JAGC) Program.

REQUEST:
The Police Department has been sub awarded a grant to receive $12,348.00 in funds to put towards the purchase of a School Resource Officer (SRO) golf cart and a steel awning/canopy for the training center.

SUMMARY:
The Apopka Police Department has been sub awarded Federal funds from the US Department of Justice (USDOJ) through the Florida Department of Law Enforcement (FDLE). The funds are going to be used to purchase equipment to enhance our operational capabilities for our School Resource Officers (SROs) and improve our training center.

First, grant funds will be used to purchase a new electric golf cart with the capacity to carry 4 passengers. Currently, the department has a limited fleet of aging golf carts and the SRO's need an additional one to assist with transportation around campuses.

Second, grant funds will be used to put towards the purchase of a new steel awning/canopy for the police/fire training center. Currently, the training center has an air-conditioned building for indoor classroom training, but only has limited shade and shelter available for outdoor training. This new awning/canopy would increase our ability to train outdoors by providing additional protection from the elements.

There is no match requirement for the awarded funds.

FUNDING SOURCE:
Not Applicable.

RECOMMENDED MOTION:
Authorize the department's acceptance of funding in accordance with the 2022 Edward Byrne Memorial Justice Assistance Grant, JAG-Countywide (JAGC) Program

ATTACHMENTS:
1. 2022 JAGC Grant Agenda Staff Report--Acceptance 2-27-2024
2. 2022 JAGC Grant Acceptance Memo - 2-27-2024

City of Apopka
CITY COUNCIL STAFF REPORT

Type of Form: Consent
Meeting Date: March 6, 2024
Department: Police Department

SUBJECT:
Notification of Acceptance for BJA Fiscal Year 2022 Edward Byrne Memorial Justice Assistance Grant JAG-Countywide (JAGC) Program

REQUEST:
The Police Department has been sub awarded a grant to receive $12,348.00 in funds to put towards the purchase of a School Resource Officer (SRO) golf cart and a steel awning/canopy for the training center.

SUMMARY:
Attached, you will find a memorandum of our intended use of the awarded grant funds in accordance with the grant application requirements

FUNDING SOURCE:
N/A

RECOMMENDED ACTION:
Authorize the department's acceptance for funding in accordance with the 2022 Edward Byrne Memorial Justice Assistance Grant, JAG-Countywide (JAGC) Program

ATTACHMENTS:
- Memorandum

City of Apopka

Police Department

112 E. 6th Street Apopka, Florida 32703

Memorandum

Date: February 27, 2024

To: Honorable Bryan Nelson and Commissioners

RE: FY 22 Edward Byrne Memorial Justice Assistance Grant, JAG-Countywide (JAGC)

This letter is to give notice the Apopka Police Department has been sub awarded Federal funds from the US Department of Justice (USDOJ) through the Florida Department of Law Enforcement (FDLE). The funds are going to be used to purchase equipment to enhance our operational capabilities for our School Resource Officers (SROs) and improve our training center.

First, grant funds will be used to purchase a new electric golf cart with the capacity to carry 4 passengers. Currently, the department has a limited fleet of ageing golf carts and the SRO's need an additional one to assist with transportation around campuses.

Second, grant funds will be used to put towards the purchase of a new steel awning/canopy for the police/fire training center. Currently, the training center has an airconditioned building for indoor classroom training, but only has limited shade and shelter available for outdoor training. This new awning/canopy would increase our abilities to train outdoors by providing additional protection from the elements.

There is no match requirement for the awarded funds. If you have any questions, please feel free to contact Lieutenant Jason Woertman or myself.

Respectfully,

Michael McKinley
Chief of Police

City of Apopka
CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)
Item #: 3.
Meeting Date: March 6, 2024
Department: Mayor's Office

SUBJECT:
Amendment to the Interlocal Agreement for Creation of the Metropolitan Planning Organization

REQUEST:
MetroPlan Orland has requested that the City of Apopka place this agreement on the next City of Apopka Commission agenda for approval as soon as possible.

SUMMARY:
On September 13, 2023, the MetroPlan Orlando Board approved a recommendation by the Executive Committee requesting approval of MetroPlan Orlando's Apportionment Plan as required by state and federal law. This action necessitates completion of an amendment to the Interlocal Agreement to incorporate the changes. The MetroPlan Orlando Board received a draft MPO Apportionment Plan as part of its agenda package.

The approved MetroPlan Orlando Board membership in the Apportionment Plan is 22 voting members and 5 non-voting advisors. Attached is the Amendment to the Interlocal Agreement creating the Orlando Urban Area Metropolitan Planning Organization, d/b/a/ MetroPlan Orlando, A Regional Transportation Partnership, which adds the City of St. Cloud, Florida, as a voting member and adds an additional Orange County representative to the MetroPlan Orlando Board.

Once approved by the City of Apopka and all other partners, it will be filed with the Clerk of the Court in Orange, Osceola, Seminole Counties as the official document amending the Interlocal Agreement for Creation of the Metropolitan Planning Organization.

FUNDING SOURCE:
Not Applicable

RECOMMENDED MOTION:
Approve the amendment to the Interlocal Agreement for Creation of the Metropolitan Planning Organization

ATTACHMENTS:
1. MetroPlan Interlocal Agreement Amendment

metroplan orlando
A REGIONAL TRANSPORTATION PARTNERSHIP

250 South Orange Avenue • Suite 200 • Orlando, Florida 32801
P: 407.481.5672 • MetroPlanOrlando.gov

February 1, 2024

Honorable Bryan Nelson
Mayor
City of Apopka
Post Office Box 1229
Apopka, FL 32704

Re: Amendment to the Interlocal Agreement for Creation of the Metropolitan Planning Organization

Dear Mayor Nelson:

On September 13, 2023, the MetroPlan Orlando Board approved a recommendation by the Executive Committee requesting approval of MetroPlan Orlando's Apportionment Plan as required by state and federal law. This action necessitates completion of an amendment to our Interlocal Agreement to incorporate the changes. The MetroPlan Orlando Board received a draft MPO Apportionment Plan as part of its agenda package. (See Tab 4, September 13, 2023, MetroPlan Orlando Board agenda).

The approved MetroPlan Orlando Board membership in the Apportionment Plan is 22 voting members and 5 non-voting advisors. Attached is the Amendment to the Interlocal Agreement Creating the Orlando Urban Area Metropolitan Planning Organization, d/b/a/ MetroPlan Orlando, A Regional Transportation Partnership, which adds the City of St. Cloud, Florida, as a voting member and adds an addition Orange County representative to the MetroPlan Orlando Board. Please place this Agreement on the City of Apopka Commission agenda for approval as soon as possible. Execute both copies, retain one copy for the City's records, and return an executed copy to me along with a certified copy of your Board minutes, showing where this action was approved.

Once approved by the City of Apopka and all other partners, it will be filed with the Clerk of the Court in Orange, Osceola, Seminole Counties as the official document amending the Interlocal Agreement for Creation of the Metropolitan Planning Organization. If your staff has any questions, please contact me at (321) 732-6419 or Jason.Loschiavo@metroplanorlando.gov. We appreciate your assistance in expediting this to your City Commission.

Sincerely,

Jason S. Loschiavo, CPA
Director of Finance and Administration

Enclosure

AMENDMENT TO THE INTERLOCAL AGREEMENT CREATING THE ORLANDO URBAN AREA METROPOLITAN PLANNING ORGANIZATION D/B/A/ MetroPlan Orlando

THIS AMENDMENT (hereinafter "Amendment") is made and entered into by and between the State of Florida, Department of Transportation; the Counties of Orange County, Florida, Osceola County, Florida, Seminole County, Florida; the Cities of City of Altamonte Springs, Florida, City of Apopka, Florida, City of Kissimmee, Florida, City of Orlando, Florida, City of Sanford, Florida, the City of St. Cloud, Florida, the Central Florida Regional Transportation Authority, The Greater Orlando Aviation Authority, the Central Florida Expressway Authority, and the Sanford Airport Authority, and the MetroPlan Orlando Municipal Advisory Committee (hereinafter the "Parties").

RECITALS

WHEREAS, the Parties reaffirm the Interlocal Agreement dated June 7, 2000, as amended, except as amended hereby;

WHEREAS, section 134 Title 23 of the United States Code requires the designation of metropolitan planning organizations (hereinafter "MPO" or "MPOs") in urban areas, as defined by the United States Census Bureau;

WHEREAS, section 339.175(4)(a), Fla. Stat., requires the Governor to review the composition of the Metropolitan Planning Organizations membership in conjunction with the decennial census;

WHEREAS, section 134 of Title 23 of the United State Code sets forth membership requirements for MPOs designated for transportation management areas with a population of 200,000 or more residents;

WHEREAS, on August 15, 2023, the Executive Committee of the governing board of MetroPlan Orlando, considered alternative membership scenarios for presentation to the governing board of MetroPlan Orlando;

WHEREAS, on September 13, 2023, the governing board of MetroPlan Orlando met to review its voting composition and approved a Resolution Supporting the Adoption of the Executive Committee's recommended MPO Membership Apportionment Plan ("Apportionment Resolution") and determined that it was appropriate that the City of St. Cloud be added as a voting member to the Interlocal Agreement, as amended, creating MetroPlan Orlando;

WHEREAS, the signatories to this Amendment hereby ratify and reaffirm the Apportionment Resolution as if fully set forth herein; and,

WHEREAS, the governing body of MetroPlan Orlando has determined that it is appropriate that Orange County, Florida, be granted a new representative as a voting member to the Interlocal Agreement as amended creating MetroPlan Orlando.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties agree as follows:

I. Recitals. The forgoing recitals are true and correct.

II. Interlocal Agreement. Article 4, Section 4.01(a) of the Interlocal Agreement dated June 7, 2000, as amended, is amended to read as follows:

The membership of the MPO shall consist of twenty (22) voting representatives and five (5) non-voting representatives. The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows:

Orange County	*7 Representatives*
Osceola County	*1 Representative*
Seminole County	*2 Representatives*
City of Altamonte Springs	*1 Representative*
City of Apopka	*1 Representative*
City of Kissimmee	*1 Representative*
City of Orlando	*2 Representatives*
City of Sanford	*1 Representative*
City of St. Cloud	*1 Representative*
Central Florida Regional Transportation Authority	*1 Representative*
Greater Orlando Aviation Authority	*1 Representative*
Central Florida Expressway Authority	*1 Representative*
Sanford Airport Authority	*1 Representative*
MetroPlan Orlando Municipal Advisory Committee	*1 Representative*

III. Severability. The invalidity or unenforceability of any term or provision of this Amendment or the non-applicability of any such term or provision to any person or circumstance shall not impair or affect the remainder of this Amendment, and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect but shall be construed as if such invalid, unenforceable, or non-applicable provisions were omitted.

IV. Entire Agreement. This Amendment represents the entire understanding and agreement between the parties with respect to the subject matter hereof. None of the terms and provisions hereof may be amended, supplemented, waived or changed orally, but only by a writing signed by each of the parties hereto.

V. Rules of Construction. Whenever used herein, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

VI. Amendment Execution and Counterpart Signature Pages. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

VII. Effective Date. This Amendment shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.

IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to the Interlocal Agreement dated June 7, 2000, as amended, to be duly executed on their behalf.

ORANGE COUNTY, FLORIDA
BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

OSCEOLA COUNTY, FLORIDA
BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

[Continued on following pages]

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
JAY ZEMBOWER, Chairperson
Date:_____
As authorized for execution by the Board of
County Commissioners at its _____,
2024 regular meeting.

ATTEST:

_____
_____, Clerk to the Board of
County Commissioners of Seminole County, Florida.
For the use and reliance of Seminole County only.
Approved as to form and legal sufficiency.

_____
County Attorney

CITY OF ALTAMONTE SPRINGS, FLORIDA
BY: _____
DATE:_____
TITLE: _____
ATTEST: _____
TITLE: _____

CITY OF APOPKA, FLORIDA
BY: _____
DATE:_____
TITLE: _____
ATTEST: _____
TITLE: _____

CITY OF KISSIMMEE, FLORIDA
BY: _____
TITLE: _____
DATE:_____
ATTEST: _____
TITLE: _____

[Continued on following pages]

CITY OF ORLANDO, FLORIDA
BY: _____
TITLE: _____
DATE: _____
ATTEST: _____
TITLE: _____

CITY OF SANFORD, FLORIDA

_____
BY: _____, Mayor
Date: _____

ATTEST

_____
_____, City Clerk
For use and reliance of the City of Sanford
City Commission only.
Approved as to form and legality.

_____
_____, City Attorney

CITY OF ST. CLOUD, FLORIDA
BY: _____
TITLE: _____
DATE: _____
ATTEST: _____
TITLE: _____

THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

[Continued on following page]

THE GREATER ORLANDO AVIATION AUTHORITY
BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

SANFORD AIRPORT AUTHORITY
BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

METROPLAN ORLANDO MUNICIPAL ADVISORY COMMITTEE
BY: _____
TITLE: _____
DATE: _____
ATTEST: _____
TITLE: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
BY: _____
TITLE: _____
DATE: _____
ATTEST: _____
TITLE: _____

APPROVED AS TO FORM, LEGALITY
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

BY: _____
ATTORNEY
DATE: _____
TITLE: _____

City of Apopka
CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)
Item #: 4.
Meeting Date: March 6, 2024
Department: Finance Department

SUBJECT:
Authorize the issuance of evaluated and sole source memos: BCI Technologies, Inc., and Schneider Electric Systems USA, Inc.

REQUEST:
Approve the issuance of sole source memos for fiscal year (FY) 2024.

SUMMARY:
The departments purchase large amounts of various commodities in its daily operations, including equipment, tooling, and services throughout the year. This purchasing may be accomplished via sole source memo when only one vendor is able to provide or meet the City's requirements. In accordance with Section 107.3 of the City's Purchasing Policy:

107.3.9.8.3. SOLE SOURCE.
Sole Source procurements are proprietary and used when only one vendor is able to provide commodities, contractual services, or construction services of adequate quality or quantity that meet the City's requirements, or when compatibility with existing systems requires procurement from a single source. Note: A memo of explanation must be sent to the appropriate approval authority along with the requisition documentation being attached to the purchase order. The City Administrator must give approval for the Sole Source designation. The Sole Source designation will expire each fiscal year after approval and may be renewed upon submission of a new request with documentation. Sole Source designations above $50,000.00 must be noticed per Section 287.057(3)(c), Florida Statutes.

Contingent to any purchase order being issued, the listed pricing sources are reviewed by the appropriate departments and legal review where applicable. City Council staff report approvals, source memos and contractual information are kept on record with each purchase order issued. In accordance with Section 107.3.9.8.3 & 107.3.9.8.4. of the City's Purchasing Policy, staff requests blanket purchase order approval of the attached vendors for the purchase of the referenced commodities. The amounts shown will remain within the approved budget as designated.

Summary of Requested Sole Source Vendors:

Department	Vendor	Description	Requested Amount
Public Services	BCI Technologies, Inc.	Utility plant and lift station industrial communications equipment	$100,000
Public Services	Schneider Electric Systems USA, Inc	Equipment for continuous control and monitoring of well, chemical feed systems and high service pumping	$100,000

Vendor Sole Source Memo Details:

Vendor:	**BCI Technologies, Inc.**
Department:	Public Services
Description:	Equipment for continuous control and monitoring of well, chemical feed systems and high service pumping.
Requested Amount:	$100,000
Policy Requirement:	**Sole Source procurements are proprietary and used when only one vendor is able to provide commodities, contractual services, or construction services of adequate quality or quantity that meet the City's requirements:** BCI Technologies, Inc., is the only authorized sales distributor of GE Industrial Communications equipment in the state of Florida. This has been confirmed with the manufacturer and a letter was received confirming this information.
Policy Requirement:	**Compatibility with existing systems requires procurement from a single source:** The City's utility plants and lift stations utilize GE industrial communications equipment throughout the service area. These materials are not interchangeable from one manufacturer to the other.
Justification:	The City's utility plants and lift stations utilize radio telemetry to communicate to the City's SCADA system. This provides continuous monitoring of operational conditions and alarm statuses. The City requires services such as sales and technical support for repairs and troubleshooting.
History	Public Services has utilized BCI Technologies as a sole source since 2018.
Vendor:	**Schneider Electric Systems USA, Inc.**
Department:	Public Services
Description:	Utility plant and lift station industrial communications equipment
Requested Amount:	$100,000
Policy Requirement:	**Sole Source procurements are proprietary and used when only one vendor is able to provide commodities, contractual services, or construction services of adequate quality or quantity that meet the City's requirements:** Schneider Electric is the sole manufacturer of all SCADA, telemetry wireless products and related software with their exclusive representative Abbey Rogers, Inc.
Policy Requirement:	**Compatibility with existing systems requires procurement from a single source:** The City utility plants utilize a number of Schneider SCADA devices throughout the service area. Materials are not interchangeable from one manufacturer's product to another.
Justification:	The City's utility plants and lift stations utilize numerous Schneider Electric systems. This equipment handles the continuous control and monitoring of well chemical feed systems and high service pumping demands. The City requires services such as sales and technical support for repairs and troubleshooting.
History:	Public Services has utilized Schneider Electric Systems USA, Inc.as a sole source since 2018.

FUNDING SOURCE:
Approved FY24 budget.

RECOMMENDED MOTION:
Approve the issuance of blanket purchase orders to the referenced vendors, not to exceed budgetary appropriations.

ATTACHMENTS:
None

City of Apopka
CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)
Item #: 5.
Meeting Date: March 6, 2024
Department: Finance Department

SUBJECT:
Authorize the execution of piggyback contracts for the assigned terms: Florida Department of Management Services, and Advanced Data Processing, Inc., and Stage Door II, Inc.

REQUEST:
Authorize the execution of piggyback contracts for the assigned terms.

SUMMARY:
The department purchases various commodities in its daily operations, including equipment, tooling, and services throughout the year. A piggyback contract can be executed via another entity's agreement when the items or services have already been bid by other governmental agencies or special co-operative agreements, provided such contracts are the result of a competitive bidding process and all terms and conditions are the same. This method provides for the most efficient method of purchase or best cost savings for the quantities that are being utilized. These contracts are also encouraged when applicable for operational proficiencies and to minimize staff processing time. Contractual information is kept on record with each purchase order issued.

Per Purchasing Policy 107.3.17 - Piggyback Contracts:
Piggyback contracts will only be authorized during the period of time that the original contract is active and has not expired (if the original contract expires or terminates, so shall the piggyback contract). The Department Director or designee must review and confirm potential piggyback contracts for applicability and scope. The request for utilizing a piggyback contract must be submitted to the Finance Department for purchasing review. Upon approval, the Purchasing Administrator or designee shall submit their review to the City Attorney for final approval. Contracts that are over $50,000 will also require City Council approval. Multi-Year Piggybacks: if determined to be over $50,000 and once authorized by City Council, if the dollar amount allotted in the fiscal year budget is available for the services or commodities, it will not require additional City Council approval.

Below is a full listing of the piggyback contracts that are being requested by; department submittals, vendor, descriptions, sources, and expiration dates.

Department:	Citywide
Vendor:	All Awarded Vendors (See Attached)
Description:	Motor Vehicles
Source:	Florida Department of Management Services
Bid/Contract #:	ITB No. 25100000-23-TC
Expiration Date:	May 16, 2025
Renewals:	Yes

Department:	Fire Department
Vendor:	Advanced Data Processing, Inc.
Description:	Emergency Medical Transportation Billing and Collection Services
Source:	Town of Longboat Key
Bid/Contract #:	RFP-20-056
Expiration Date:	January 29, 2025
Renewals:	Yes

Department:	Public Services
Vendor:	Stage Door II, Inc.
Description:	Stormwater Pipe Installation and Repair
Source:	Orange County Government
Bid/Contract #:	Y22-1026-CR
Expiration Date:	September 12, 2024
Renewals	Yes

FUNDING SOURCE:

As authorized, adopted, and per the appropriated fiscal year budgetary funding within each departmental budget.

RECOMMENDED MOTION:

Authorize the execution of piggyback contract per the assigned terms.

ATTACHMENTS:

1. Motor Vehicles - State of Florida Department of Management Services - Awarded Vendor List 2024

Florida Department of Management Services
ITV 25100000-23-STC
Motor Vehicles

Awarded Vendor	Sales Contact	Email	City	State	Phone #
Affordable Carts Holdings, LLC	RICK MERCER	rick@advantagegolfcars.com	Hollywood	FL	786-233-8633 ext. 106
Alan Jay Automotive Management, Inc.	CHRIS WILSON	chris.wilson@alanjay.com	Sebring	FL	863-402-4234
Bozard Ford Co.	JEFF YOUNG	jeason@bozard.com	St. Augustine	FL	904-219-1475
Duval Ford LLC	JARED DAVIS	jared.davis@duvalmotor.com	Jacksonville	FL	904-388-2144
Gatormoto Utility Vehicles and More LLC dba Moto Electric Vehicles	BRETT JACKREL	bjackrel@motoelectricvehicles.com	Atlantic Beach	FL	904-247-1818 ext. 231
Starke Motorcars LLC dba Duval Chevrolet	JARED DAVIS	jared.davis@duvalmotor.com	Jacksonville	FL	904-388-2144
Tropical Ford, Inc.	JEREMY SWAIN	worktrucks@tropicalford.com	Orlando	FL	407-851-3800 ext. 305
Step One Automotive dba CDJR Ft Walton Beach	ERIC JORE OR MARK SAMPSON	ejore@steponeauto.com	Ft. Walton Beach	FL	850-292-4580
Step One Automotive dba Ford Crestview	ERIC JORE OR MARK SAMPSON	ejore@steponeauto.com	Crestview	FL	850-292-4580
Step One Automotive dba Hyundai Brunswick	ERIC JORE OR MARK SAMPSON	ejore@steponeauto.com	Ft. Walton Beach	FL	850-292-4580

City of Apopka
CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)
Item #: 1.
Meeting Date: March 6, 2024
Department: Community Development

SUBJECT:
Crossroads at Kelly Park Phase 1A – Plat

REQUEST:
Approve the Crossroads at Kelly Park Phase 1A – Plat

SUMMARY:
Owner(s): Jen Florida 51 LLC
Applicant: Poulos & Bennett, LLC c/o Marc D. Stehli, P.E.
Parcel Identification Number(s): 11-20-27-0000-00-071
Location: South of Ondich Road, west of Effie Drive, north of Kelly Park Road and east of Round Lake Road
Future Land Use: Mixed-Use
Zoning District: KPI-MU (Kelly Park Interchange – Mixed-Use)
Proposed Use: 175 single family lots
Tract Size: 36.97 +/- acres
Density/Intensity: 5.61 dwelling units per acre

Zoning Report:

Direction	Future Land Use	Zoning	Present Use
North	Mixed-Use and Rural Settlement	KPI-MU (Kelly Park Interchange – Mixed-Use) and AG (Agriculture)	Crossroads at Kelly Park and single-family residences
East	County Rural	County A-1 (Citrus Rural)	Crossroads at Kelly Park
South	Mixed-Use	KPI-MU	Crossroads at Kelly Park
West	Mixed-Use	KPI-MU	Crossroads at Kelly Park

PROJECT SUMMARY:

The applicant has submitted the Crossroads at Kelly Park Phase 1A – Plat for consideration, creating 175 residential lots. This plat also creates nine tracts for open space and amenities. Access to the development is proposed on Kelly Park Road via a spine road, as well as, connections to the proposed and future developments to the south, north, west and east adjacent properties. This Plat is consistent with the Construction Site Plan approved by the Development Review Committee (DRC) on June 1, 2023.

The DRC has found that the applicant demonstrates there is competent substantial evidence in the record that all of the following standards are met:

a. The plat and its general layout and design comply with all applicable standards in Article 5: Development Standards, and Article 6: Environmental Standards;
b. The plat complies with all conditions of approval in any development approval or permit to which it is subject;
c. The plat conforms to the requirements of Chapter 177, Florida Statutes before recordation and per the review and determination of the City Surveyor;
d. The plat conforms to any development plan (major or minor) to which it is a part; and
e. The plat complies with all other applicable standards in this LDC and all other City regulations.

PUBLIC HEARING SCHEDULE:

September 12, 2023 - Planning Commission (5:30 P.M.)
March 6, 2024 - City Council (1:30 P.M.)

FUNDING SOURCE:
Not applicable.

RECOMMENDED MOTION:

Development Review Committee:

Recommends approval of the Crossroads at Kelly Park Phase 1A – Plat.

Planning Commission:

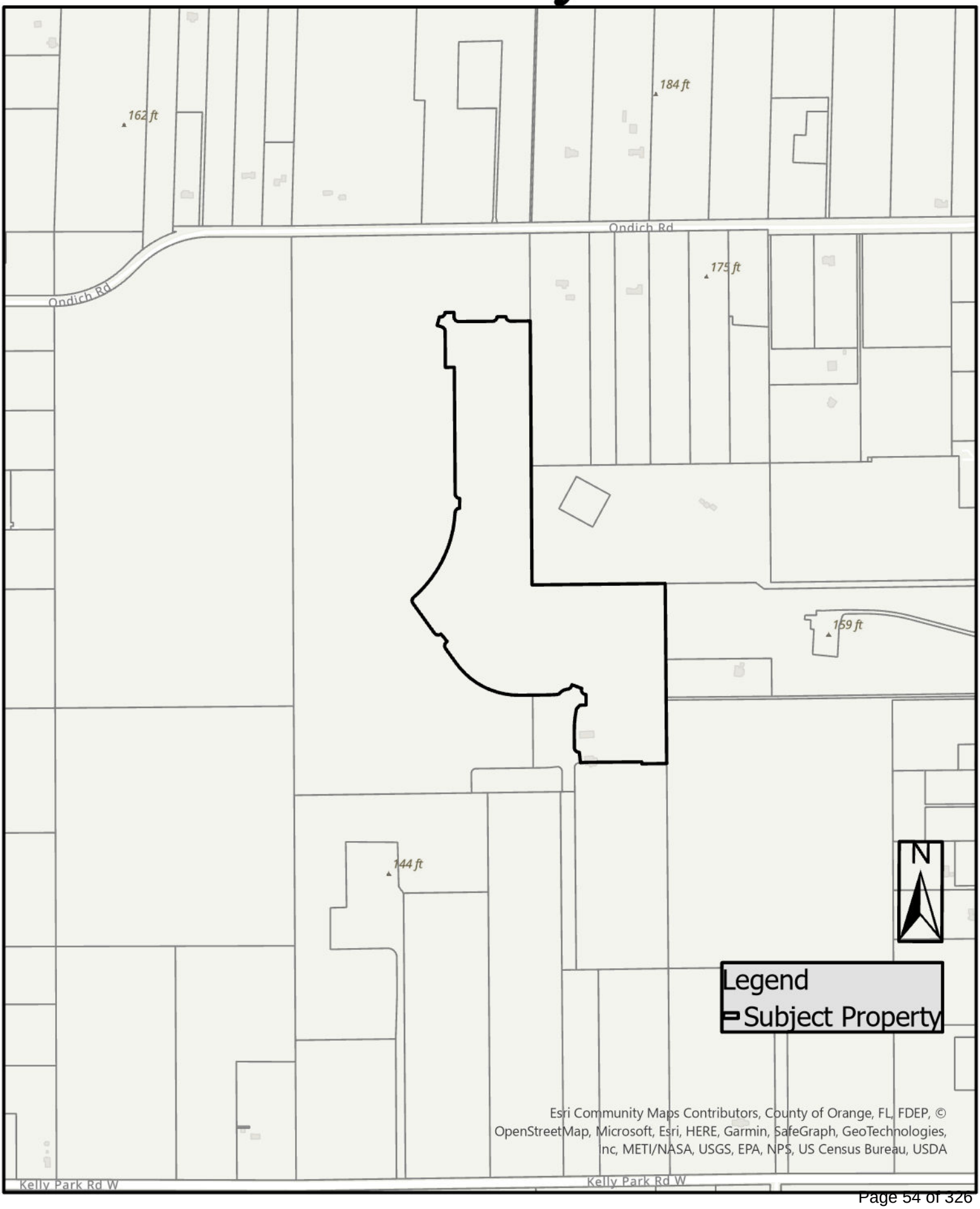
At its meeting on September 12, 2023, the Planning Commission unanimously recommended approval of the Crossroads at Kelly Park Phase 1A – Plat, subject to the findings in the staff report.

Recommended Motion – City Council:

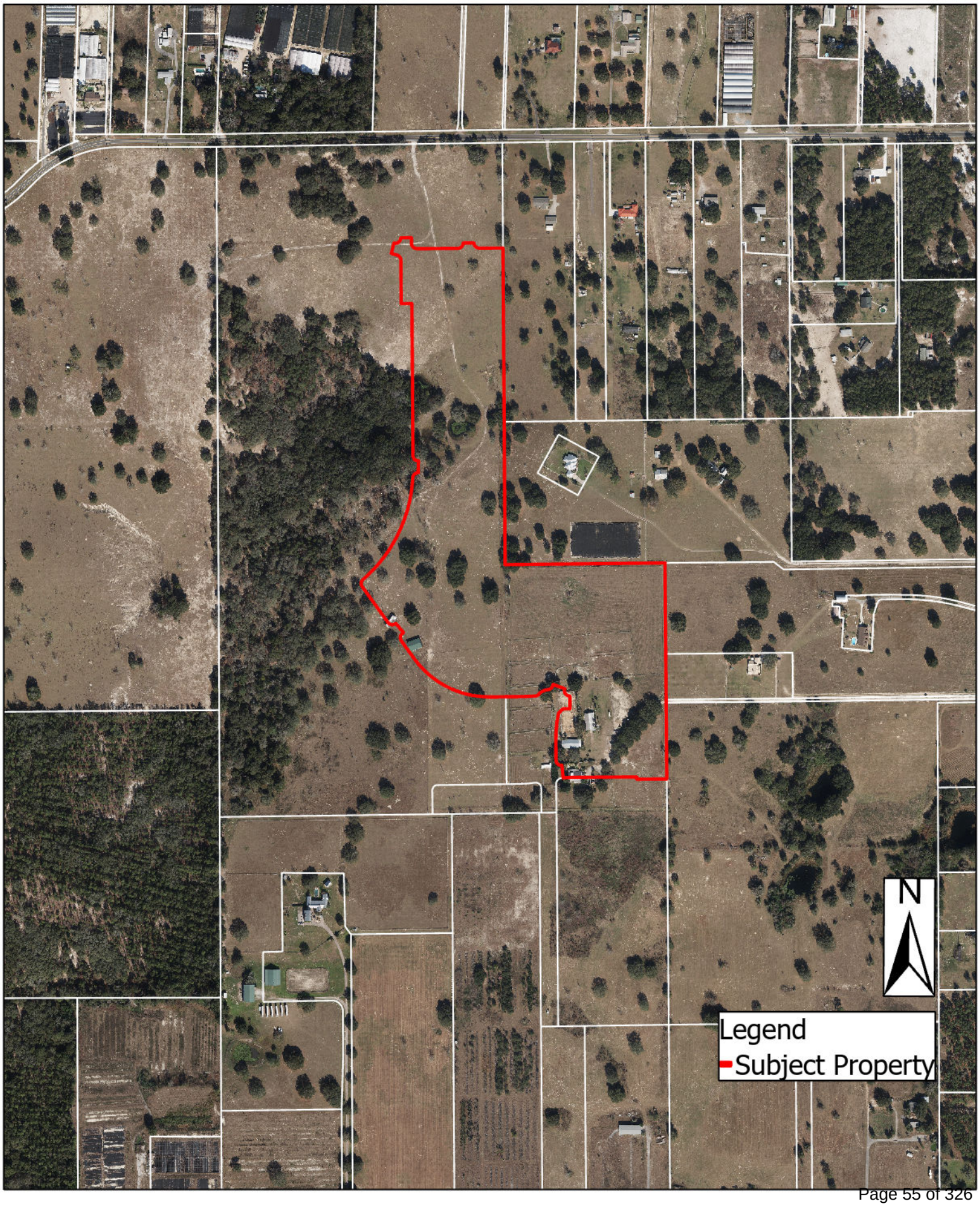
Approve the Crossroads at Kelly Park Phase 1A – Plat, subject to the findings in the staff report.

ATTACHMENTS:
1. Maps
2. Crossroads at KP Phase 1A - Plat

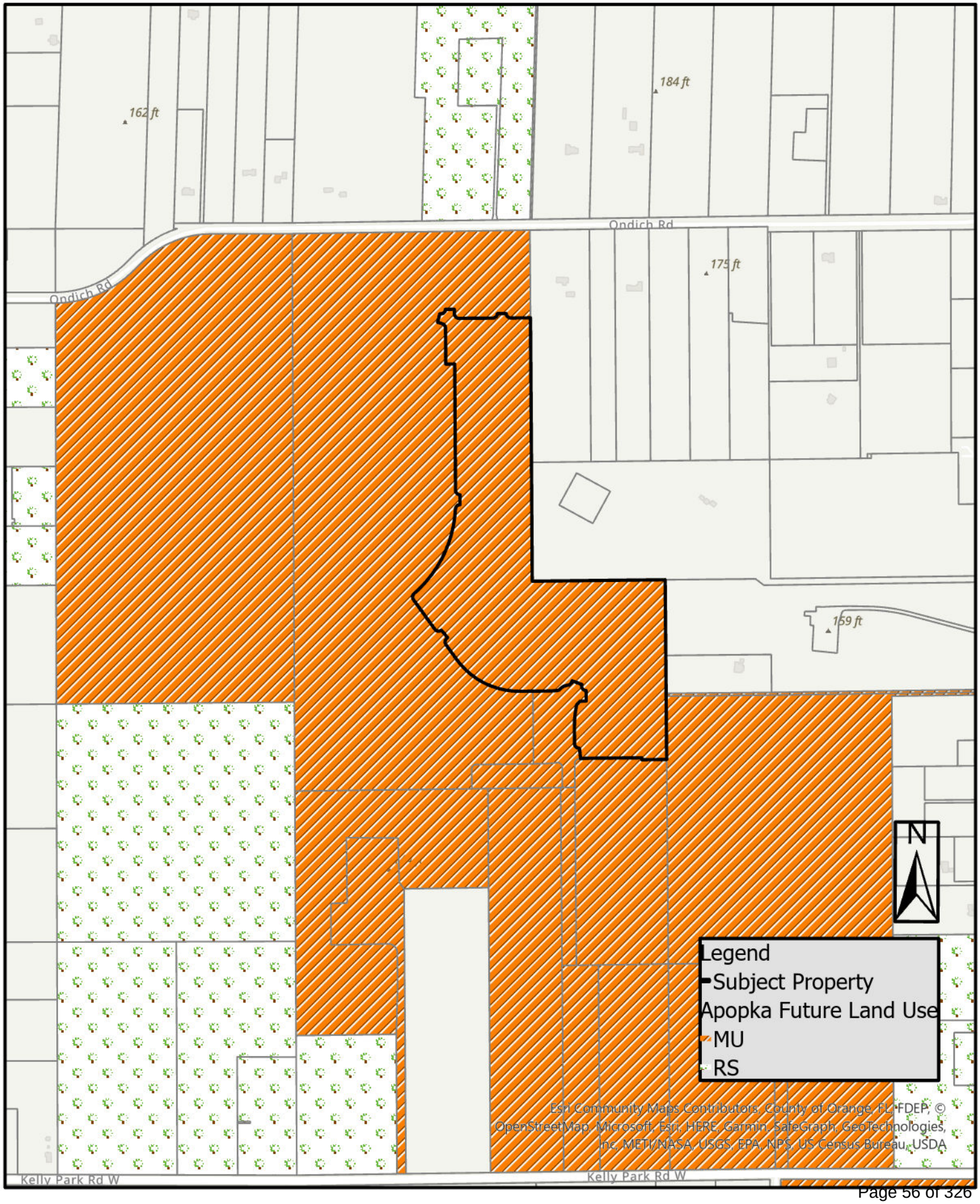
Vicinity


162 ft
184 ft
Ondich Rd
Ondich Rd
175 ft
159 ft
144 ft
N
Legend
Subject Property
Esri Community Maps Contributors, County of Orange, FL, FDEP, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA
Kelly Park Rd W
Kelly Park Rd W

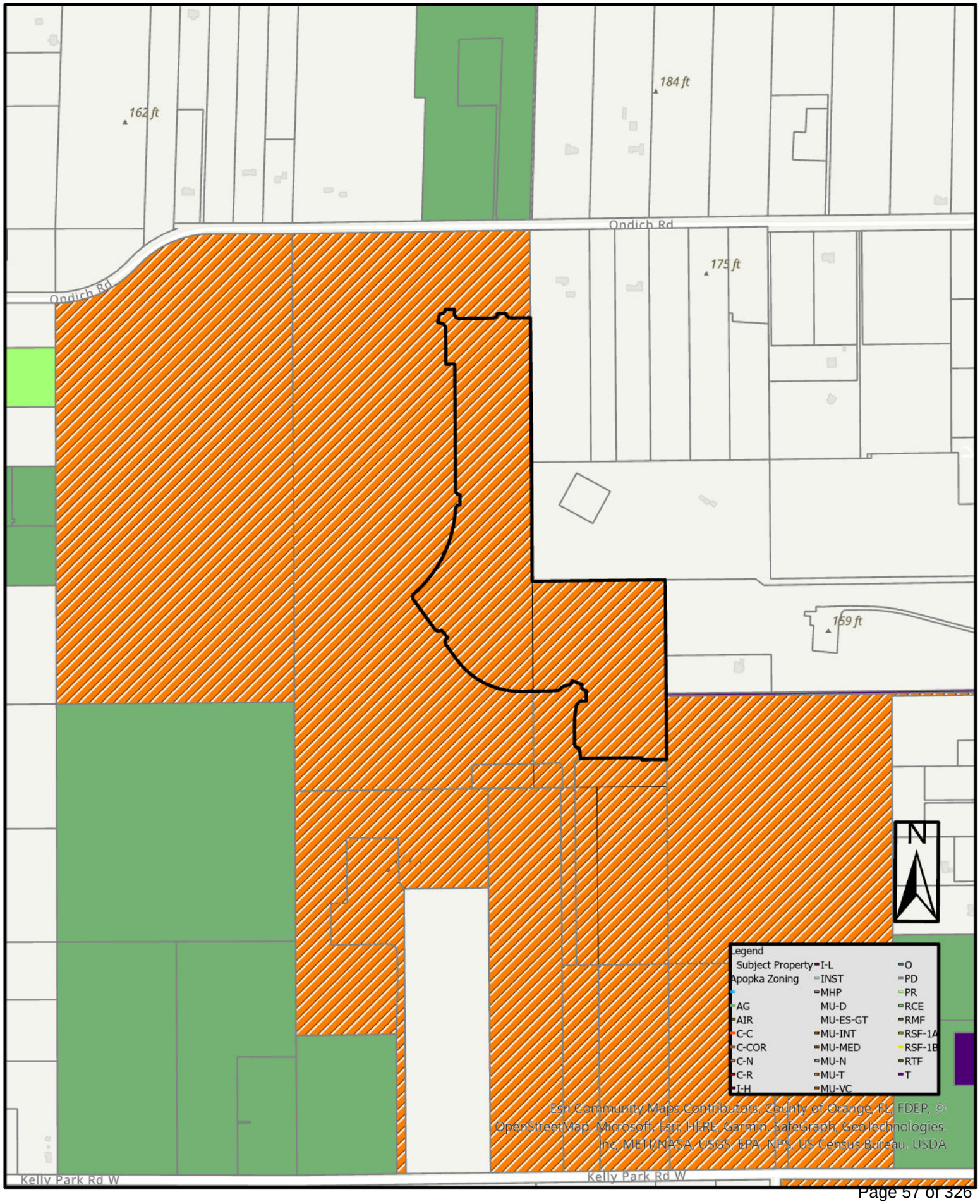
Aerial



Future Land Use



Zoning


162 ft
184 ft
175 ft
159 ft
Ondich Rd
Ondich Rd
Kelly Park Rd W
Kelly Park Rd W
N
Legend
Subject Property
Apopka Zoning
AG
AIR
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C-COR
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Esri Community Maps Contributors, County of Orange, FL, FDEP, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

CROSSROADS AT KELLY PARK PHASE 1A

LYING IN SECTION 11 TOWNSHIP 20 SOUTH, RANGE 27 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

LEGAL DESCRIPTION:

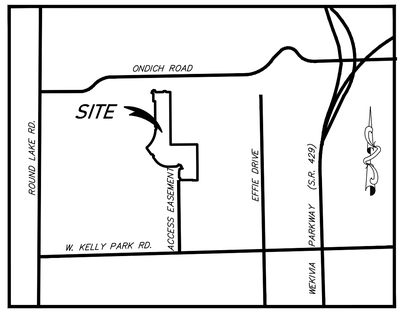
A TRACT OF LAND LYING IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 11 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 00°17'05" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ONDICH ROAD; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°08'52" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1328.91 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN SOUTH 00°22'34" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 489.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°22'34" EAST, ALONG SAID WEST LINE TO THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1470.39 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE RUN NORTH 89°24'56" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 742.90 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°28'01" EAST, 664.56 FEET TO A POINT LYING ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE RUN SOUTH 00°27'50" EAST, 339.32 FEET; THENCE RUN SOUTH 89°31'59" WEST, 139.06 FEET; THENCE RUN NORTH 00°28'01" WEST, 10.59 FEET; THENCE RUN SOUTH 89°31'59" WEST, 296.89 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE SOUTHERLY; THENCE RUN WESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 470.50 FEET, A CENTRAL ANGLE OF 05°29'10", AN ARC LENGTH OF 45.05 FEET, A CHORD LENGTH OF 45.03 FEET AND A CHORD BEARING OF SOUTH 86°47'24" WEST; THENCE NON-RADIAL TO SAID CURVE, RUN NORTH 05°57'11" WEST, 59.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 95°29'10", AN ARC LENGTH OF 41.66 FEET, A CHORD LENGTH OF 37.01 FEET AND A CHORD BEARING OF NORTH 48°12'36" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°28'01" WEST, 93.68 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 565.00 FEET, A CENTRAL ANGLE OF 12°14'34", AN ARC LENGTH OF 120.73 FEET, A CHORD LENGTH OF 120.50 FEET AND A CHORD BEARING OF NORTH 05°39'16" EAST TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 44°37'27", AN ARC LENGTH OF 3.89 FEET, A CHORD LENGTH OF 3.80 FEET AND A CHORD BEARING OF NORTH 34°05'16" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 57.02 FEET, A CENTRAL ANGLE OF 24°22'10", AN ARC LENGTH OF 24.25 FEET, A CHORD LENGTH OF 24.07 FEET AND A CHORD BEARING OF NORTH 44°12'55" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 56°05'38", AN ARC LENGTH OF 4.90 FEET, A CHORD LENGTH OF 4.70 FEET AND A CHORD BEARING OF NORTH 60°04'39" EAST TO THE OF POINT OF TANGENCY; THENCE RUN NORTH 88°07'28" EAST, 32.61 FEET; THENCE RUN NORTH 00°28'01" WEST, 59.02 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 112°27'54", AN ARC LENGTH OF 49.07 FEET, A CHORD LENGTH OF 41.56 FEET AND A CHORD BEARING OF NORTH 35°38'35" WEST; THENCE NON-RADIAL TO SAID CURVE, RUN NORTH 69°24'38" WEST, 59.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 170.50 FEET, A CENTRAL ANGLE OF 10°44'46", AN ARC LENGTH OF 31.98 FEET, A CHORD LENGTH OF 31.93 FEET AND A CHORD BEARING OF SOUTH 25°57'45" WEST TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 46°23'52", AN ARC LENGTH OF 4.05 FEET, A CHORD LENGTH OF 3.94 FEET AND A CHORD BEARING OF SOUTH 54°32'04" WEST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 57.02 FEET, A CENTRAL ANGLE OF 30°50'21", AN ARC LENGTH OF 30.69 FEET, A CHORD LENGTH OF 30.32 FEET AND A CHORD BEARING OF SOUTH 62°18'50" WEST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 39°13'52", AN ARC LENGTH OF 17.12 FEET, A CHORD LENGTH OF 16.79 FEET AND A CHORD BEARING OF SOUTH 66°30'36" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 86°07'32" WEST, 60.81 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY; THENCE RUN WESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 03°17'24", AN ARC LENGTH OF 9.47 FEET, A CHORD LENGTH OF 9.47 FEET AND A CHORD BEARING OF SOUTH 87°46'14" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 89°24'56" WEST, 163.27 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 54°44'56", AN ARC LENGTH OF 410.88 FEET, A CHORD LENGTH OF 395.43 FEET AND A CHORD BEARING OF NORTH 63°12'36" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 35°50'08" WEST, 102.00 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE EASTERLY; THENCE RUN NORTHERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 86°30'09", AN ARC LENGTH OF 37.74 FEET, A CHORD LENGTH OF 34.26 FEET AND A CHORD BEARING OF NORTH 07°24'57" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 946.00 FEET, A CENTRAL ANGLE OF 00°25'29", AN ARC LENGTH OF 7.01 FEET, A CHORD LENGTH OF 7.01 FEET AND A CHORD BEARING OF NORTH 50°27'17" EAST; THENCE NON-RADIAL TO SAID CURVE, RUN NORTH 39°45'28" WEST, 55.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY; THENCE RUN WESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°55'20", AN ARC LENGTH OF 40.98 FEET, A CHORD LENGTH OF 36.54 FEET AND A CHORD BEARING OF NORTH 82°47'48" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 35°50'08" WEST, 204.97 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE EASTERLY; THENCE RUN NORTHERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°02'51", AN ARC LENGTH OF 37.11 FEET, A CHORD LENGTH OF 33.79 FEET AND A CHORD BEARING OF NORTH 06°41'17" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 670.00 FEET, A CENTRAL ANGLE OF 46°14'02", AN ARC LENGTH OF 540.65 FEET, A CHORD LENGTH OF 526.10 FEET AND A CHORD BEARING OF NORTH 26°05'42" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 86°38'45", AN ARC LENGTH OF 37.81 FEET, A CHORD LENGTH OF 34.31 FEET AND A CHORD BEARING OF NORTH 46°18'03" EAST; THENCE NON-RADIAL TO SAID CURVE, RUN NORTH 00°51'50" EAST, 55.01 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 45°22'34" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°22'34" WEST, 705.98 FEET; THENCE RUN SOUTH 89°37'26" WEST, 50.00 FEET; THENCE RUN NORTH 00°22'34" WEST, 201.67 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 71°27'34", AN ARC LENGTH OF 31.18 FEET, A CHORD LENGTH OF 29.20 FEET AND A CHORD BEARING OF NORTH 36°06'21" WEST TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 03°37'27", AN ARC LENGTH OF 28.46 FEET, A CHORD LENGTH OF 28.46 FEET AND A CHORD BEARING OF NORTH 73°38'51" WEST; THENCE NON-RADIAL TO SAID CURVE, RUN NORTH 14°32'25" EAST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 104°54'59", AN ARC LENGTH OF 45.78 FEET, A CHORD LENGTH OF 39.65 FEET AND A CHORD BEARING OF NORTH 52°04'56" EAST; THENCE NON-RADIAL TO SAID CURVE, RUN NORTH 89°37'26" EAST, 50.00 FEET; THENCE RUN SOUTH 00°22'34" EAST, 26.00 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 45°22'34" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 89°37'26" EAST, 190.00 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 44°37'26" EAST; THENCE NON-RADIAL TO SAID CURVE, RUN NORTH 89°37'26" EAST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 45°22'34" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 89°37'26" EAST, 110.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 36.971 ACRES MORE OR LESS.

INDEX:
SHEET 1 = LEGAL DESCRIPTION, DEDICATIONS AND SURVEYOR'S NOTES
SHEETS 2–3 = BOUNDARY
SHEETS 4–6 = DETAIL SHEETS

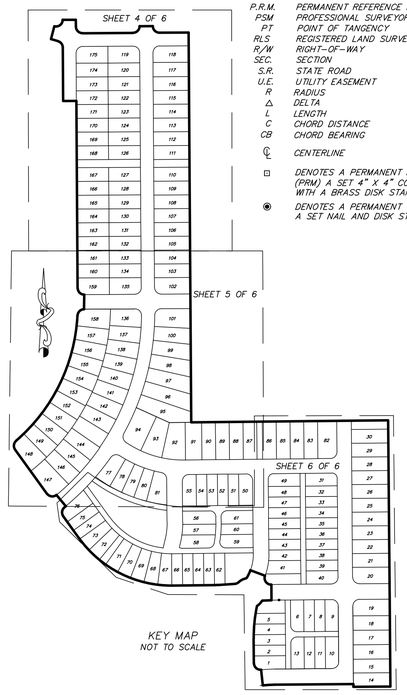
NOTICE:
"THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY."



LOCATION MAP
NOT TO SCALE

LEGEND

D.E.	DRAINAGE EASEMENT
CM	CONCRETE MONUMENT
DIA.	DIAMETER
DOC.	DOCUMENT
FND.	FOUND
LB	LICENSED BUSINESS
LS	LICENSED SURVEYOR
M.D.S.E.	MAINTENANCE, DRAINAGE AND SIGNAGE EASEMENT
NO ID	NO IDENTIFICATION
(N.R.)	NON-RADIAL
N.T.	NON-TANGENT
ORB	OFFICIAL RECORDS BOOK
P.C.	POINT OF CURVATURE
P.C.C.	POINT OF COMPOUND CURVATURE
P.C.P.	PERMANENT CONTROL POINT
PG(S).	PAGE(S)
P.I.	POINT OF INTERSECTION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.R.C.	POINT OF REVERSE CURVATURE
P.R.M.	PERMANENT REFERENCE MONUMENT
PSM	PROFESSIONAL SURVEYOR & MAPPER
P.T.	POINT OF TANGENCY
RLS	REGISTERED LAND SURVEYOR
R/W	RIGHT-OF-WAY
SEC.	SECTION
S.R.	STATE ROAD
U.E.	UTILITY EASEMENT
R	RADIUS
Δ	DELTA
L	LENGTH
C	CHORD DISTANCE
CB	CHORD BEARING
℄	CENTERLINE
⊡	DENOTES A PERMANENT REFERENCE MONUMENT (PRM) A SET 4" X 4" CONCRETE MONUMENT WITH A BRASS DISK STAMPED PRM LS # 4044.
◉	DENOTES A PERMANENT CONTROL POINT (P.C.P.) A SET NAIL AND DISK STAMPED LS # 4044.



KEY MAP
NOT TO SCALE

SURVEYOR'S NOTES:

(1) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, BEING SOUTH 00°17'05" EAST.

(2) ⊡ – – DENOTES A PERMANENT REFERENCE MONUMENT (PRM) A SET 4" X 4" CONCRETE MONUMENT WITH A BRASS DISK STAMPED PRM LS # 4044.

(3) ◉ – – DENOTES A PERMANENT CONTROL POINT (P.C.P.) A SET NAIL AND DISK STAMPED LS # 4044.

(4) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

(5) THE PLAT AND THE LANDS DESCRIBED HEREIN ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR CROSSROADS AT KELLY PARK (THE "DECLARATION") AS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND ANY SUPPLEMENT AND/OR AMENDMENT THERETO. COMMON AREAS, AS DEFINED IN THE DECLARATION ARE TO BE OWNED AND MAINTAINED BY CROSSROADS AT KELLY PARK OWNERS ASSOCIATION, INC. "ASSOCIATION", AS PRESCRIBED IN THE DECLARATION.

(6) TRACTS "P1A–13", "P1A–14", "P1A–16", "P1A–17", "P1A–18", "P1A–19", "P1A–20", "P1A–22", AND "P1A–28" (PARKS), ARE COMMON AREAS AND SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION, ITS SUCCESSORS OR ASSIGNS.

(7) ALL LOT LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED NON–RADIAL (N.R.).

(8) TRACT FD–2 (FUTURE DEVELOPMENT) SHALL BE OWNED AND MAINTAINED BY DFC KELLY PARK, LLC, ITS SUCCESSORS AND/OR ASSIGNS.

(9) AN EMERGENCY ACCESS EASEMENT TO THE PRIVATE STORM DRAINAGE SYSTEM OVER ALL DRAINAGE EASEMENTS (D.E.) SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE CITY OF APOPKA FOR EMERGENCY MAINTENANCE PURPOSES IN THE EVENT INADEQUATE MAINTENANCE OF THE STORM DRAINAGE SYSTEM CREATES A HAZARD TO PUBLIC HEALTH, SAFETY AND GENERAL WELFARE. THE EMERGENCY ACCESS EASEMENT GRANTED ABOVE DOES NOT IMPOSE ANY OBLIGATION, BURDEN, RESPONSIBILITY OR LIABILITY UPON THE CITY OF APOPKA TO ENTER UPON THE SUBJECT PROPERTY AND TAKE ACTION TO REPAIR OR MAINTAIN THE PRIVATE DRAINAGE SYSTEM, ITS SUCCESSORS AND/OR ASSIGNS.

(10) TRACTS "A1A–6, A1A–7, A1A–8 AND A1A–9 (ALLEYS) ARE COMMON AREAS PER THE DECLARATION AND SHALL BE OWNED BY THE ASSOCIATION ITS SUCCESSORS AND ASSIGNS, AND ARE RESERVED FOR THE EXCLUSIVE USE AND BENEFIT OF THE FOLLOWING ENTITIES AND FOR THE FOLLOWING PURPOSES; (I) FOR THE PURPOSE OF EXERCISING ALL POWER AND RESPONSIBILITIES DELEGATED TO THE ASSOCIATION PURSUANT TO THE DECLARATION (II) THE OWNERS OF THE LOTS WITHIN THE PROPERTY FOR PURPOSED OF ACCESS TO AND FROM PUBLIC STREETS AND LOTS LYING ADJACENT TO SUCH ALLEY TRACTS AND (III) CITY OF APOPKA AND ITS EMPLOYEES AND AGENTS SOLELY FOR THE PURPOSE OF PERFORMING MUNICIPAL AND GOVERNMENT FUNCTIONS REASONABLY NECESSARY TO PROVIDE FOR AND PROTECT THE HEALTH, SAFETY AND WELFARE OF THE PROPERTY AND OWNERS THEREOF OR RESIDENCE THEREON, AS WELL AS SUCH OWNER'S GUESTS AND INVITEES, INCLUDING BUT NOT LIMITED TO, POLICE, FIRE AND EMERGENCY MEDICAL SERVICES, ANY ACCESS IMPROVEMENTS AND APPURTENCES AND RELATED FACILITIES CONSTRUCTED WITHIN THE TRACTS "A1A–6, A1A–7, A1A–8 AND A1A–9 (ALLEYS) ARE NOT DEDICATED TO THE PUBLIC, BUT ARE PRIVATE, AND SHALL BE MAINTAINED BY THE ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS.

(11) SUBJECT TO EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 20210578353. BLANKET IN NATURE AND NOT PLOTTABLE.

(12) SUBJECT TO TEMPORARY CONSTRUCTION EASEMENT IN FAVOR OF KELLY PARK COMMUNITY DEVELOPMENT DISTRICT RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 20220483784. BLANKET IN NATURE AND NOT PLOTTABLE.

(13) THE KELLY PARK COMMUNITY DEVELOPMENT DISTRICT, (THE "CDD"), AND ITS SUCCESSORS AND ASSIGNS, ARE HEREBY DEDICATED NON–EXCLUSIVE, PERPETUAL EASEMENTS TO ACCESS, INSTALL, CONSTRUCT, ACQUIRE, OPERATED, MAINTAIN, REPAIR AND REPLACE STORMWATER IMPROVEMENTS (INCLUDING BUT NOT LIMITED TO ALL CURBS, GUTTERS, DRAINS AND CATCH–BASINS) OVER ALL RIGHTS–OF–WAYS, DRAINAGE EASEMENTS, AND MAINTENANCE, DRAINAGE AND SIGNAGE EASEMENTS. THE CDD SHALL HAVE THE RIGHT AND OBLIGATION TO MAINTAIN ANY MASTER STORMWATER IMPROVEMENTS WITHIN SUCH EASEMENT AREAS.

(14) FINAL CONVEYANCE OF ANY ROADWAY AND/OR UTILITIES IMPROVEMENTS IS SUBJECT TO FINAL ACCEPTANCE BY THE CITY AND/OR STAFF, AND, AS PART OF THE ACCEPTANCE PROCESS, SUCH IMPROVEMENTS MAY BE CONVEYED FROM EITHER THE DEVELOPER AND OR KELLY PARK COMMUNITY DEVELOPMENT DISTRICT.

(15) PURSUANT TO SECTION 193.0235, F.S., ALL TRACTS DEDICATED TO A HOMEOWNER'S ASSOCIATION HEREUNDER ARE INTENDED TO BE USED AS COMMON ELEMENTS FOR THE EXCLUSIVE BENEFIT OF LOT OWNERS.

(16) THE DRAINAGE EASEMENTS (D.E.) AND MAINTENANCE, DRAINAGE AND SIGNAGE EASEMENTS (M.S.D.E.) SHOWN HEREON ARE DEDICATED TO THE ASSOCIATION AND MAINTAINED ACCORDING TO THE DECLARATION.

SURVEYOR'S NOTES RELATING TO FIDELITY NATIONAL TITLE INSURANCE COMPANY ITEMS:

WE HAVE EXAMINED THE FURNISHED PLAT PROPERTY INFORMATION REPORT, ORDER NO. 11197076, REVISED: DECEMBER 02, 2023.

1. Distribution Easement with Florida Power Corporation, a Florida corporation, recorded in Official Records Book 3449, Page 1406. **DOES AFFECTS SUBJECT PROPERTY, AS SHOWN HEREON.**
2. Distribution Easement with Florida Power Corporation recorded in Official Records Book 6697, Page 2767. **DOES AFFECTS SUBJECT PROPERTY, BASED ON FACILITIES.**
3. Memorandum of Understanding recorded in Official Records Book 10113, Page 359. **NOT A MATTER OF SURVEY.**
4. School Mitigation Agreement for Capacity Enhancement APK–10–001 (Project Name: Kelly Park Crossing) recorded in Official Records Book 10512, Page 2705. **NOT A MATTER OF SURVEY.**
5. Land Development Agreement recorded in Official Records Instrument No. 20210432531. **NOT A MATTER OF SURVEY.**
6. Easement Agreement recorded in Official Records Instrument No. 20210570307 and affected by the Partial Assignment recorded in Official Records Instrument No. 20220582295 **DOES AFFECTS SUBJECT PROPERTY, AS SHOWN HEREON.**
7. Easement Agreement recorded in Official Records Instrument No. 20210578353. **DOES AFFECT SUBJECT PROPERTY, BLANKET IN NATURE BUT, NOT PLOTTABLE.**
8. Ordinance No. 2924 establishing the Kelly Park Community Development District. **NOT A MATTER OF SURVEY.**
9. Development Agreement (Kelly Park Property) recorded in Official Records Instrument No. 20220474291; First Amendment recorded in Official Records Instrument No. 20230100263 and Second Amendment recorded in Official Records Instrument No. 20230019619 **DOES AFFECT SUBJECT PROPERTY, BLANKET IN NATURE BUT, NOT PLOTTABLE**
10. Temporary Construction Easement in favor of Kelly Park Community Development District recorded in Official Records Instrument No. 20220483784. **DOES AFFECT SUBJECT PROPERTY, BLANKET IN NATURE BUT, NOT PLOTTABLE**
11. Assignment of Land Use Rights and Land Development Rights recorded in Official Records Instrument No. 20220582294. **NOT A MATTER OF SURVEY.**
12. Access Easement Agreement recorded in Official Records Instrument No. 20220582296 **DOES AFFECTS SUBJECT PROPERTY, AS SHOWN HEREON.**
13. Final Judgment in favor of Kelly Park Community Development District recorded in Official Records Instrument No. 20220670812 **NOT A MATTER OF SURVEY.**
14. Construction Mortgage, Assignment of Leases and Rents and Security Agreement dated March 29, 2023 in favor of Flagstar Bank, N. A. and recorded March 30, 2023 in Official Records Instrument No. 20230117890; Assignment of Rights recorded in Official Records Instrument No. 20230177891 and UCC Financing Statement recorded in Official Records Instrument No. 20230177892 **NOT A MATTER OF SURVEY.**
15. School Concurrency Mitigation Agreement recorded in Official Records Instrument No. 20230234129 **NOT A MATTER OF SURVEY.**
16. Roadway Funding Agreement for West Kelley Park Road recorded in Official Records Instrument No. 20230378714 **NOT A MATTER OF SURVEY.**

PEC | **SURVEYING AND MAPPING, LLC**
CERTIFICATE OF AUTHORIZATION NUMBER LB 7808
2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407–542–4967

PLAT BOOK ____ PAGE ____

CROSSROADS AT KELLY PARK PHASE 1A

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT JEN FLORIDA 51 LLC, A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF ALL OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT, HEREBY DEDICATES SAID LAND AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND DEDICATES THE STREETS AND UTILITY EASEMENTS (U.E.), TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSE.

IN WITNESS WHEREOF, JEN FLORIDA 51 LLC, a Florida Limited Liability Company, has caused this Dedication to be executed in its name by the below–named officer thereunto duly authorized this _____ day of _____, 2024.

Signed, sealed and delivered in the presence of the following two witnesses:

JEN FLORIDA 51 LLC, a Florida Limited Liability Company

JEN 8 LB LLC,
680 FIFTH AVE 25TH FLOOR
NEW YORK, NY. 10019

By: _____
Name:
Title:

_____
Print Name:

_____
Print Name:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2024, by _____ as _____ of JEN FLORIDA 51 LLC, a Florida Limited Partnership, on behalf of the company, who [] is personally known to me or [] has produced _____ as identification.

_____
Print Name: _____
Notary Public – State of Florida
Commission No.: _____
My Commission Expires: _____

CERTIFICATE OF APPROVAL BY APOPKA PLANNING COMMISSION

THIS IS TO CERTIFY, that on _____, 2024 the undersigned approved the foregoing plat.

BY: _____
Chairman

CERTIFICATE OF APPROVAL BY THE MUNICIPALITY

THIS IS TO CERTIFY, that on _____, 2024 the undersigned approved the foregoing plat.

BY: _____
Bryan Nelson, Mayor of the City of Apopka

Attest:
Susan M. Bone, City Clerk

CERTIFICATE OF APPROVAL BY CITY ENGINEER

THIS IS TO CERTIFY, that on _____, 2024 the undersigned approved the foregoing plat.

BY: _____
Richard W. Earp, City Engineer

CERTIFICATE OF COUNTY COMPTROLLER

I HEREBY CERTIFY, that the foregoing plat was recorded in the Orange County Official Records on _____

As Doc# _____

Comptroller in and for Orange County, Florida

BY: _____

CERTIFICATE OF APPROVAL BY REVIEWING SURVEYOR

Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for compliance with the technical requirements of that chapter; provided however, that my review does not include field verification of any of the coordinates, points or measurements shown on this plat.

Signed: _____ _____
Printed name: Edwin Munoz JR., P.S.M. Date
Registration Number LS 7288

CERTIFICATE OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS , that the undersigned, being a licensed and registered surveyor and mapper, does hereby certify that on April 25, 2023

a survey of the lands shown in the foregoing plat was completed; that said plat is a true and correct representation of the lands surveyed, that permanent reference monuments have been placed as shown hereon, that the plat was prepared under my responsible direction and supervision, and that this plat complies with all the survey requirements of Chapter 177 and Chapter 95.361, Florida Statutes.

_____ _____
Date Surveyor's Signature

LS 4044 David A. White
Surveyor's Registration Number Surveyor's Name (printed)

LB 7808
Certificate of Authorization Number

PEC – Surveying and Mapping, LLC
2100 Alafaya Trail, Suite 203, Oviedo, Florida, 32765

PLAT BOOK PAGE

CROSSROADS AT KELLY PARK PHASE 1A

LYING IN SECTION 11 TOWNSHIP 20 SOUTH, RANGE 27 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

SCALE 1"=100
100 0 100 200

INDEX:
SHEET 1 = LEGAL DESCRIPTION, DEDICATIONS AND SURVEYOR'S NOTES
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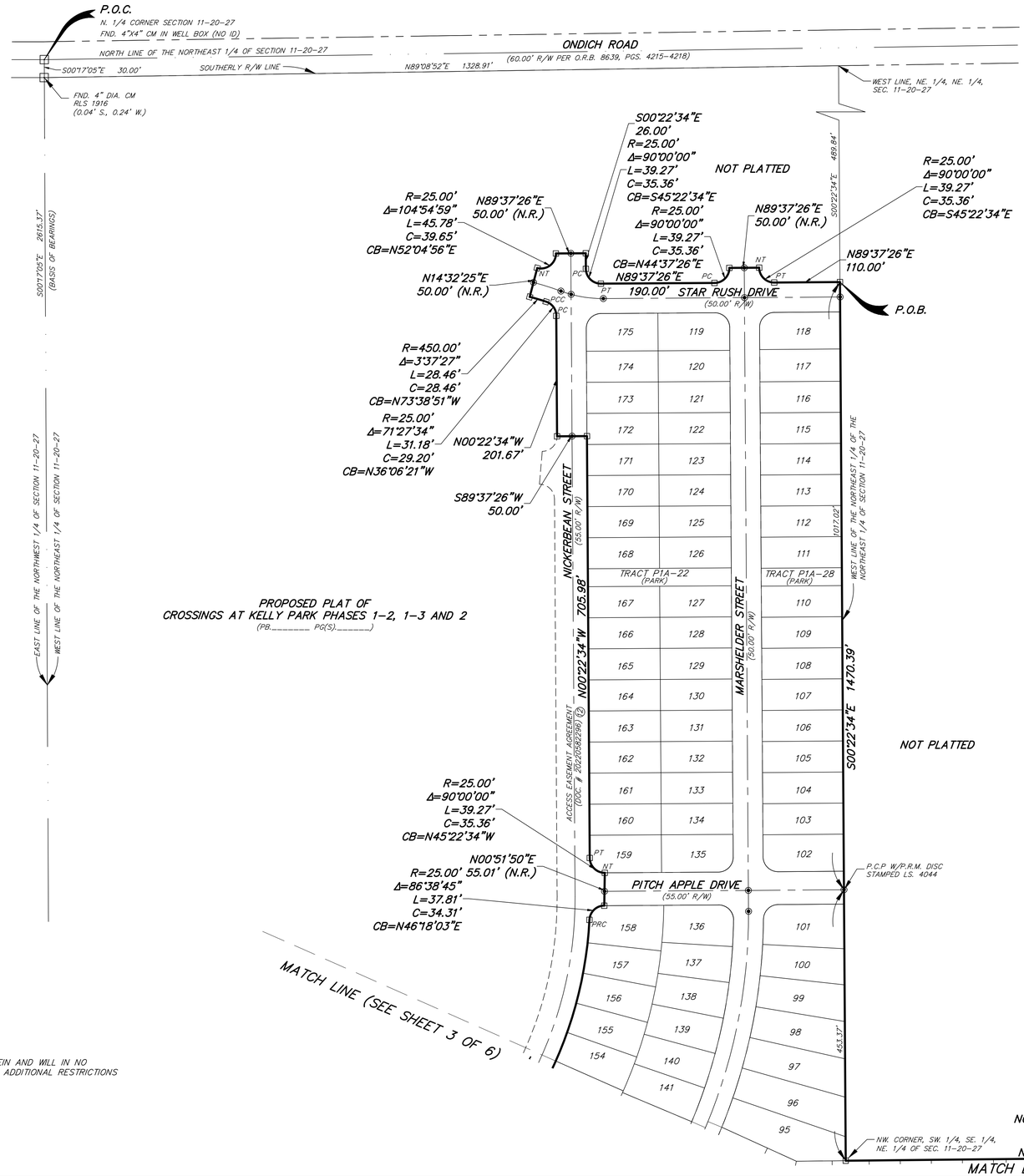

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CERTIFICATE OF AUTHORIZATION NUMBER LB 7808
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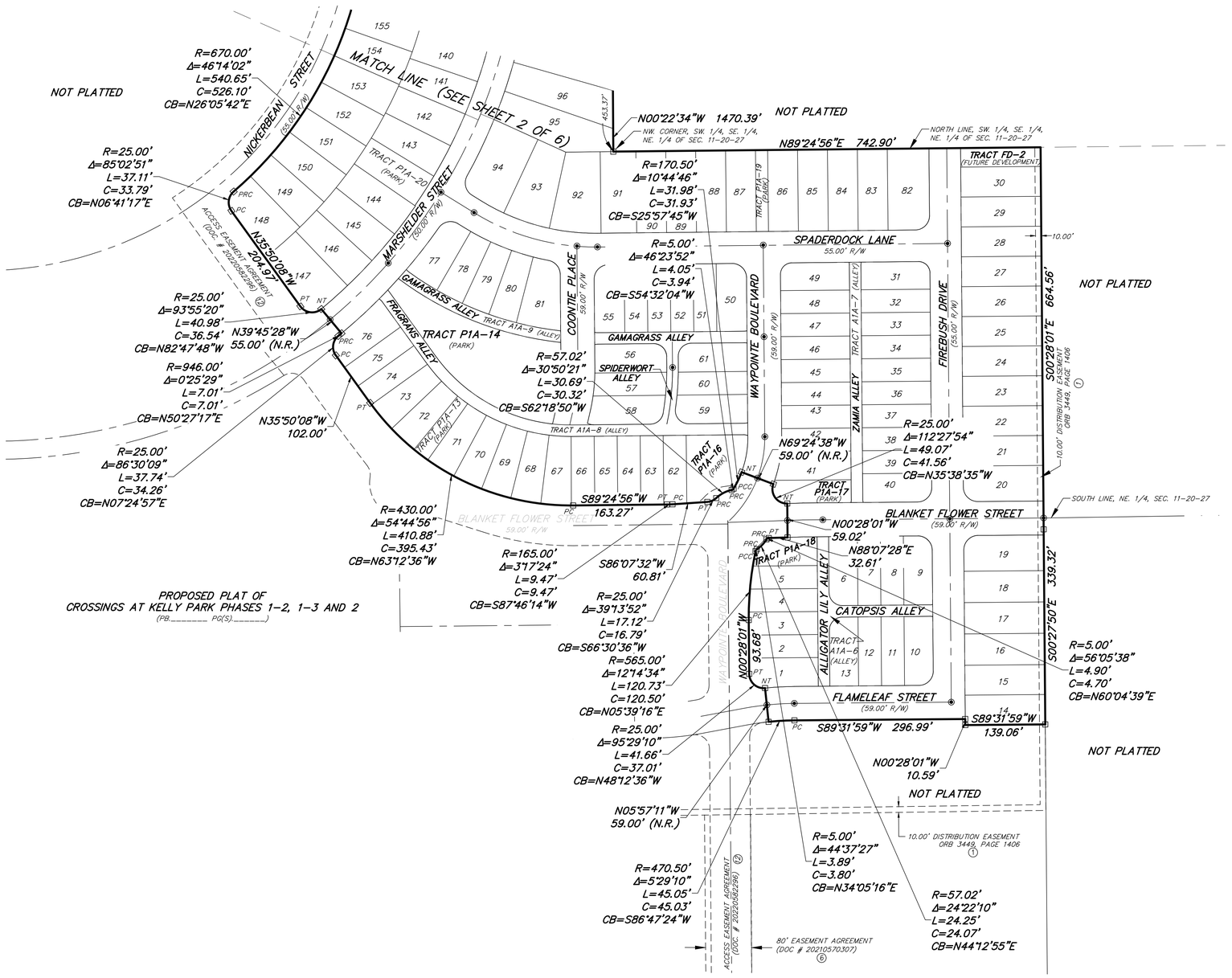
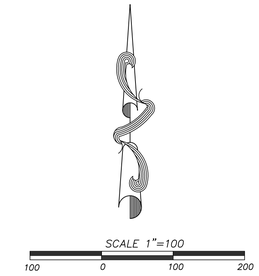
PLAT BOOK PAGE

CROSSROADS AT KELLY PARK PHASE 1A

LYING IN SECTION 11 TOWNSHIP 20 SOUTH, RANGE 27 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA





INDEX:
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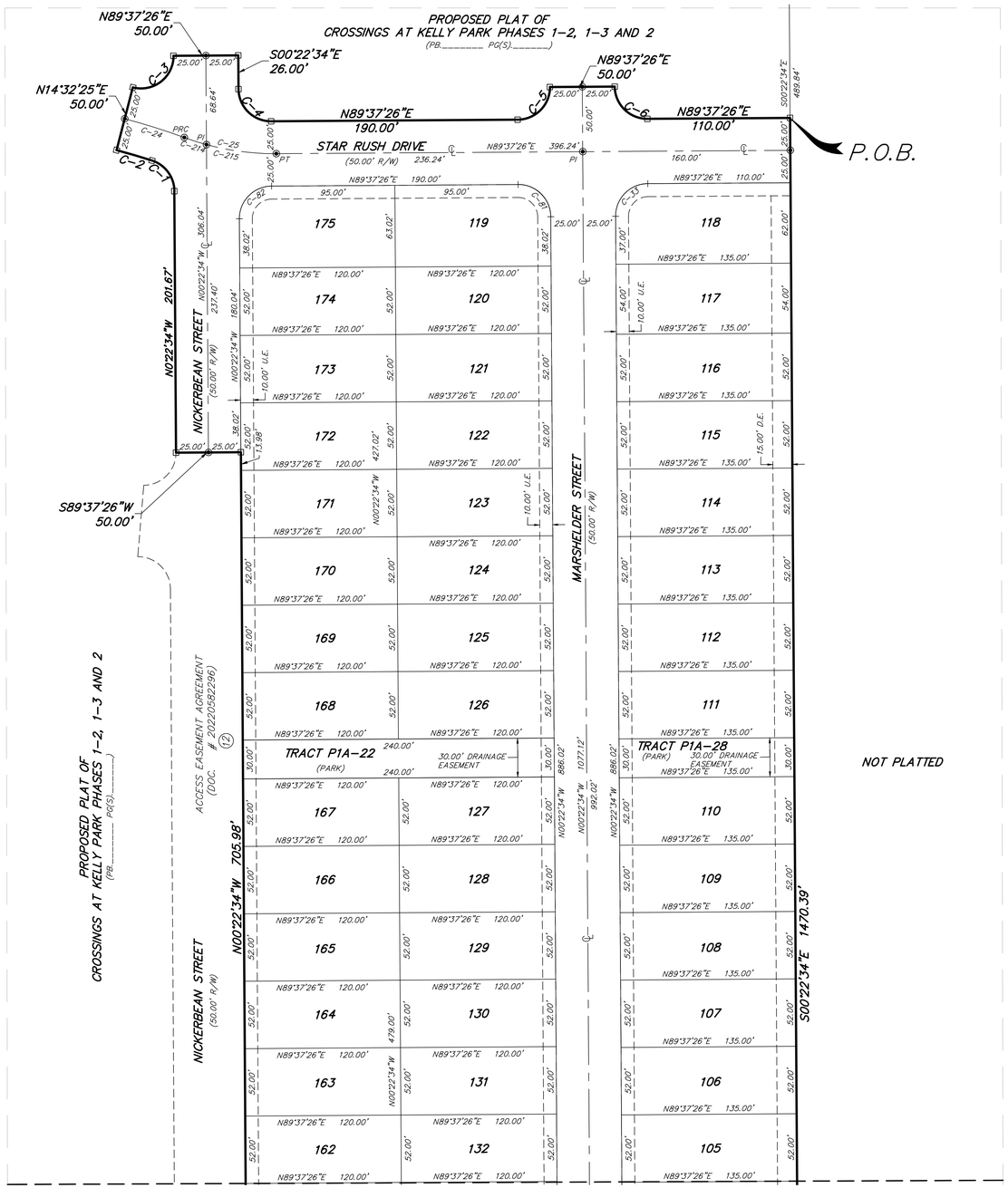
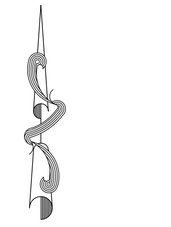
CITY OF APOPKA, ORANGE COUNTY, FLORIDA





SCALE 1"=50
50 0 50 100

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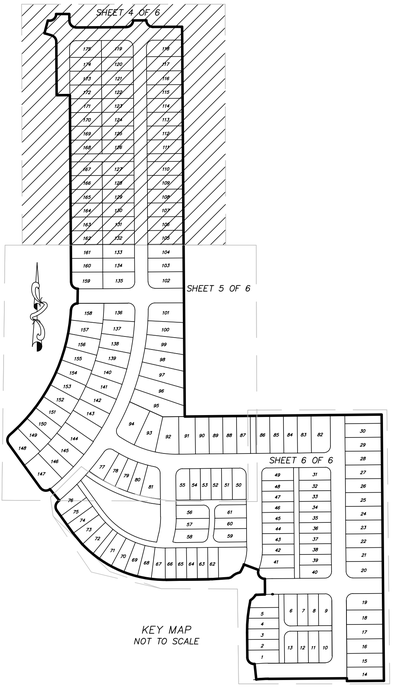
CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C-1	25.00'	071°27'34"	31.18'	31.18'	N36°06'21"W
C-2	450.00'	003°37'27"	28.46'	28.46'	N73°38'51"W
C-3	25.00'	104°54'59"	45.78'	45.78'	N52°04'56"E
C-4	25.00'	090°00'00"	39.27'	39.27'	S45°22'34"E
C-5	25.00'	090°00'00"	39.27'	39.27'	N44°37'26"E
C-6	25.00'	090°00'00"	39.27'	39.27'	S45°22'34"E
C-24	475.00'	005°48'40"	48.18'	48.18'	N72°33'15"W
C-25	200.00'	020°43'39"	72.35'	72.35'	S80°00'45"E
C-33	25.00'	090°00'00"	39.27'	39.27'	S44°37'26"W
C-81	25.00'	090°00'00"	39.27'	39.27'	N45°22'34"W
C-82	25.00'	090°00'00"	39.27'	39.27'	S44°37'26"W
C-214	200.00'	005°08'06"	17.92'	17.92'	S72°12'58"E
C-215	200.00'	015°35'33"	54.43'	54.43'	S82°34'48"E



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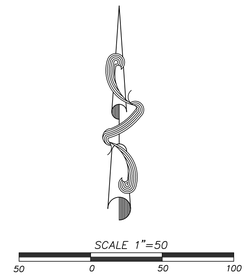
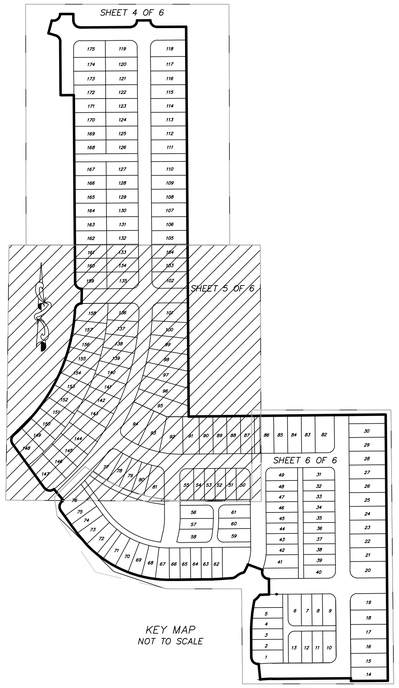
PLAT BOOK ____ PAGE ____

CROSSROADS AT KELLY PARK PHASE 1A

LYING IN SECTION 11 TOWNSHIP 20 SOUTH, RANGE 27 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C-18	25.00'	086°30'09"	37.74'	37.74'	S07°24'57"W
C-19	946.00'	000°25'29"	7.01'	7.01'	N50°27'17"E
C-20	25.00'	093°55'20"	40.98'	40.98'	S82°47'48"E
C-21	25.00'	085°02'51"	37.11'	37.11'	S06°41'17"W
C-22	25.00'	086°38'45"	37.81'	37.81'	S46°18'03"W
C-23	25.00'	090°00'00"	39.27'	39.27'	S45°22'34"E
C-26	915.00'	050°37'06"	808.36'	808.36'	N24°55'59"E
C-27	400.50'	032°19'24"	225.94'	225.94'	S74°25'22"E
C-31	559.50'	040°35'47"	396.43'	396.43'	S70°17'10"E
C-34	25.00'	090°00'00"	39.27'	39.27'	S45°22'34"E
C-35	25.00'	089°10'29"	38.91'	38.91'	S45°02'12"W
C-36	940.00'	028°24'32"	466.08'	466.08'	N14°39'13"E
C-37	25.00'	087°07'09"	38.01'	38.01'	S14°42'05"E
C-38	376.50'	032°19'24"	212.40'	212.40'	S74°25'22"E
C-50	25.00'	090°07'03"	39.32'	39.32'	N45°31'32"W
C-54	23.00'	021°09'54"	8.50'	8.50'	N46°25'05"W
C-55	25.00'	086°39'51"	37.81'	37.81'	S78°24'24"W
C-56	431.50'	020°54'55"	157.51'	157.51'	S68°43'07"E
C-57	25.00'	078°42'35"	34.34'	34.34'	N39°49'19"W
C-60	23.00'	016°27'17"	6.61'	6.61'	S45°42'10"E
C-61	549.50'	029°48'33"	285.89'	285.89'	S68°50'05"E
C-62	569.50'	030°36'41"	304.27'	304.27'	S68°23'19"E
C-63	25.00'	089°52'57"	39.22'	39.22'	S44°28'28"W
C-64	23.00'	013°57'07"	5.60'	5.60'	S83°36'29"E
C-65	23.00'	013°43'04"	5.51'	5.51'	N82°33'24"E
C-77	891.00'	015°39'27"	243.49'	243.49'	N42°24'49"E
C-78	890.00'	034°02'20"	528.74'	528.74'	N17°33'55"E
C-79	25.00'	090°55'15"	39.67'	39.67'	N44°54'57"W
C-80	25.00'	090°00'00"	39.27'	39.27'	N44°37'26"E
C-90	946.00'	015°10'06"	250.44'	250.44'	N42°39'30"E
C-92	915.00'	032°08'47"	513.37'	513.37'	N15°41'49"E
C-93	915.00'	009°38'15"	153.91'	153.91'	N36°35'20"E
C-94	915.00'	008°50'04"	141.09'	141.09'	N45°49'30"E
C-95	915.00'	006°25'05"	102.49'	102.49'	N47°02'00"E
C-96	400.50'	027°12'16"	190.16'	190.16'	S71°51'48"E
C-97	400.50'	005°07'08"	35.78'	35.78'	S88°01'30"E
C-98	559.50'	036°54'20"	360.39'	360.39'	S68°26'27"E
C-99	559.50'	003°41'27"	36.04'	36.04'	S88°44'20"E
C-102	940.00'	002°33'27"	41.96'	41.96'	N01°43'41"E
C-103	940.00'	003°12'00"	52.50'	52.50'	N04°36'24"E
C-104	940.00'	003°12'00"	52.50'	52.50'	N07°48'24"E
C-105	940.00'	003°11'59"	52.49'	52.49'	N11°00'24"E
C-106	940.00'	003°11'58"	52.49'	52.49'	N14°12'22"E
C-107	940.00'	003°11'58"	52.49'	52.49'	N17°24'20"E
C-108	940.00'	003°11'54"	52.47'	52.47'	N20°36'16"E
C-109	940.00'	006°39'16"	109.17'	109.17'	N25°31'51"E
C-110	376.50'	006°46'35"	44.53'	44.53'	S61°38'57"E
C-111	376.50'	012°45'43"	83.86'	83.86'	S71°25'06"E
C-112	376.50'	012°47'07"	84.01'	84.01'	S84°11'30"E
C-130	946.00'	005°21'58"	88.60'	88.60'	N47°33'34"E
C-131	946.00'	001°19'31"	21.88'	21.88'	N44°12'49"E
C-132	946.00'	001°38'01"	26.97'	26.97'	N42°44'04"E
C-133	946.00'	001°16'12"	20.97'	20.97'	N41°16'58"E
C-134	946.00'	005°34'23"	92.02'	92.02'	N37°51'40"E
C-135	431.50'	001°40'59"	12.67'	12.67'	S59°06'09"E
C-136	431.50'	005°12'09"	39.18'	39.18'	S62°32'43"E
C-137	431.50'	005°12'16"	39.19'	39.19'	S67°44'55"E
C-138	431.50'	005°12'22"	39.21'	39.21'	S72°57'14"E
C-139	431.50'	003°37'11"	27.26'	27.26'	S77°22'01"E
C-140	549.50'	008°10'57"	78.47'	78.47'	S79°38'54"E
C-141	549.50'	005°12'22"	49.93'	49.93'	S72°57'14"E
C-142	549.50'	005°12'16"	49.91'	49.91'	S67°44'55"E
C-143	549.50'	005°12'09"	49.89'	49.89'	S62°32'43"E
C-144	549.50'	006°00'50"	57.68'	57.68'	S56°56'14"E
C-165	890.00'	002°51'44"	44.46'	44.46'	N01°58'33"E
C-166	890.00'	003°53'40"	60.49'	60.49'	N05°21'15"E
C-167	890.00'	003°53'40"	60.49'	60.49'	N09°14'55"E
C-168	890.00'	003°53'40"	60.49'	60.49'	N13°08'35"E
C-169	890.00'	003°53'40"	60.49'	60.49'	N17°02'15"E
C-170	890.00'	003°53'40"	60.49'	60.49'	N20°55'55"E





MATCH LINE (SEE SHEET 4 OF 6)

PROPOSED PLAT OF CROSSINGS AT KELLY PARK PHASES 1-2, 1-3 AND 2 (PB._____ PG(S)._____)

S00°22'34"E 705.98'

N00°51'50"E 55.01'

PITCH APPLE DRIVE (55.00' R/W) — N89°37'26"E 400.67' — PI — SET P.C.P. W/P.R.M. DISC STAMPED LS. 4044 — 160.00'

NICKERBEAN STREET (50.00' R/W)

R=670.00'
Δ=046°14'02"
L=540.65'
CHD=526.10'
CHB=N26°05'42"E

ACCESS EASEMENT AGREEMENT (D.O.C. # 20220582296) (12)

N35°50'08"W 204.97'

BLANKET FLOWER STREET (50.00' R/W)

MARSHELDER STREET (50.00' R/W)

MARSHELDER STREET (50.00' R/W)

SPADERDOCK LANE (55.00' R/W) — N89°24'56"E 608.81' — 288.31' (55.00' R/W)

COONTIE PLACE (59.00' R/W) — S00°28'01"E 212.60' — 159.94'

WAYPOINTE BOULEVARD (59.00' R/W) — S00°28'01"E 332.80'

FRAGRANS ALLEY (TRACT A1A-2 (ALLEY)) — S35°50'08"E 141.37'

TRACT P1A-14 (PARK) — 5.00' M.D.S.E.

TRACT A1A-3 (ALLEY)

GAMAGRASS ALLEY — 20.32'

TRACT A1A-8 (ALLEY) — N89°24'56"E 254.00' — 21.33'

GAMAGRASS ALLEY — 21.33'

TRACT P1A-20 (PARK)

TRACT P1A-19 (PARK) — S00°35'04"E 1470.39'

NOT PLATTED — N89°24'56"E 742.90'

SPADERDOCK LANE — N89°24'56"E 552.91'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C-171	890.00'	003°53'41"	60.50'	60.50'	N24°49'35"E
C-172	890.00'	003°53'40"	60.49'	60.49'	N28°43'16"E
C-173	890.00'	003°55'00"	60.84'	60.84'	N32°37'36"E
C-174	891.00'	003°54'31"	60.78'	60.78'	N36°32'21"E
C-175	891.00'	003°54'31"	60.78'	60.78'	N40°26'52"E
C-176	891.00'	003°54'30"	60.78'	60.78'	N44°21'23"E
C-177	891.00'	003°55'55"	61.15'	61.15'	N48°16'35"E
C-178	670.00'	003°22'18"	39.43'	39.43'	N47°31'34"E
C-179	670.00'	004°23'44"	51.40'	51.40'	N43°38'33"E
C-180	670.00'	004°23'44"	51.40'	51.40'	N39°14'49"E
C-181	670.00'	004°23'44"	51.40'	51.40'	N34°51'05"E
C-182	670.00'	004°23'44"	51.40'	51.40'	N30°27'21"E
C-183	670.00'	004°23'44"	51.40'	51.40'	N26°03'37"E
C-184	670.00'	004°23'44"	51.40'	51.40'	N21°39'53"E
C-185	670.00'	004°23'44"	51.40'	51.40'	N17°16'09"E
C-186	670.00'	004°23'44"	51.40'	51.40'	N12°52'25"E
C-187	670.00'	004°23'44"	51.40'	51.40'	N08°28'41"E
C-188	670.00'	003°18'08"	38.62'	38.62'	N04°37'45"E
C-189	793.58'	050°52'55"	704.74'	704.74'	N26°11'44"E
C-190	793.58'	005°03'04"	69.96'	69.96'	N49°06'39"E
C-191	793.58'	003°44'44"	51.88'	51.88'	N44°42'45"E
C-192	793.58'	003°44'53"	51.91'	51.91'	N40°57'56"E
C-193	793.58'	003°45'03"	51.95'	51.95'	N37°12'59"E
C-194	793.58'	003°53'17"	53.85'	53.85'	N33°23'49"E
C-195	793.58'	003°37'08"	50.12'	50.12'	N29°38'37"E
C-196	793.58'	003°45'00"	51.94'	51.94'	N25°57'33"E
C-197	793.58'	003°45'19"	52.01'	52.01'	N22°12'24"E
C-198	793.58'	003°45'41"	52.10'	52.10'	N18°26'54"E
C-199	793.58'	003°46'06"	52.19'	52.19'	N14°41'00"E
C-200	793.58'	003°46'32"	52.30'	52.30'	N10°54'41"E
C-201	793.58'	003°47'01"	52.41'	52.41'	N07°07'54"E
C-202	793.58'	004°29'07"	62.12'	62.12'	N02°59'50"E
C-203	793.58'	005°31'32"	76.53'	76.53'	N03°31'03"E
C-204	793.58'	004°23'44"	60.88'	60.88'	N08°28'41"E
C-205	793.58'	004°23'44"	60.88'	60.88'	N12°52'25"E
C-206	793.58'	004°23'44"	60.88'	60.88'	N17°16'09"E
C-207	793.58'	004°23'44"	60.88'	60.88'	N21°39'53"E
C-208	793.58'	004°23'44"	60.88'	60.88'	N26°03'37"E
C-209	793.58'	004°23'44"	60.88'	60.88'	N30°27'21"E
C-210	793.58'	004°23'44"	60.88'	60.88'	N34°51'05"E
C-211	793.58'	004°23'44"	60.88'	60.88'	N39°14'49"E
C-212	793.58'	004°23'44"	60.88'	60.88'	N43°38'33"E
C-213	793.58'	005°47'47"	80.29'	80.29'	N48°44'18"E

LINE TABLE		
LINE #	BEARING	DISTANCE
L-1	S58°15'40"E	18.73'
L-2	S58°15'40"E	13.16'
L7	N39°45'28"W	55.00'

MATCH LINE (SEE SHEET 6 OF 6)

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SHEET 1 = LEGAL DESCRIPTION, DEDICATIONS AND SURVEYOR'S NOTES
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PROPOSED PLAT OF
CROSSROADS AT KELLY PARK PHASES 1-2, 1-3, AND 2
(PB._____ PG(S)._____)

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CROSSROADS AT KELLY PARK PHASE 1A

LYING IN SECTION 11 TOWNSHIP 20 SOUTH, RANGE 27 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

SCALE 1"=50
50 0 50 100

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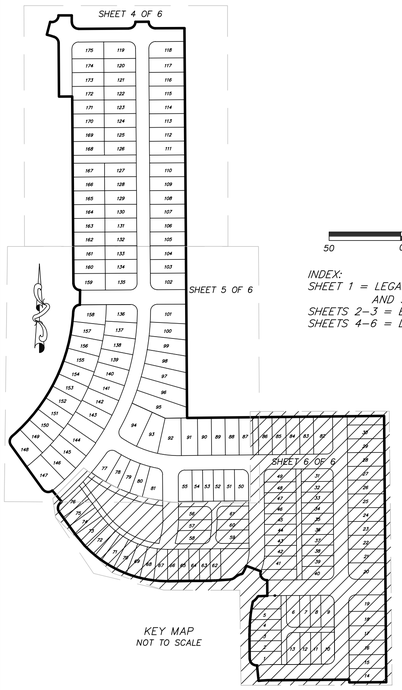
KEY MAP
NOT TO SCALE



LINE TABLE		
LINE #	BEARING	DISTANCE
L-3	N89°24'56"E	37.05'
L-4	N89°24'56"E	66.91'
L-5	S12°57'19"W	29.67'
L-6	NOT USED	
L7	N39°45'28"W	55.00'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C-7	470.50'	005°29'10"	45.05'	45.05'	S86°47'24"W
C-8	25.00'	095°29'10"	41.66'	41.66'	S48°12'36"E
C-9	565.00'	012°14'34"	120.73'	120.73'	S05°39'16"W
C-10	5.00'	044°37'27"	3.89'	3.89'	S34°05'16"W
C-11	57.02'	024°22'10"	24.25'	24.25'	N44°12'55"E
C-12	5.00'	056°05'38"	4.90'	4.90'	S60°04'39"W
C-13	25.00'	112°27'54"	49.07'	49.07'	S35°38'35"E
C-14	170.50'	010°44'46"	31.98'	31.98'	N25°57'45"E
C-15	5.00'	046°23'52"	4.05'	4.05'	N54°32'04"E
C-16	57.02'	030°50'21"	30.69'	30.69'	S62°18'50"W
C-17	25.00'	039°13'52"	17.12'	17.12'	N66°30'36"E
C-18	25.00'	086°30'09"	37.74'	37.74'	S07°24'57"W
C-19	946.00'	000°25'29"	7.01'	7.01'	N50°27'17"E
C-20	25.00'	093°55'20"	40.98'	40.98'	S82°47'48"E
C-28	200.00'	021°03'23"	73.50'	73.50'	N10°03'41"E
C-29	300.00'	054°44'56"	286.66'	286.66'	S63°12'36"E
C-30	300.00'	013°25'20"	70.28'	70.28'	N06°14'39"E
C-31	559.50'	040°35'47"	396.43'	396.43'	S70°17'10"E
C-32	464.50'	012°12'11"	98.93'	98.93'	N05°38'05"E
C-39	25.00'	089°52'57"	39.22'	39.22'	N44°28'28"E
C-40	25.00'	090°00'00"	39.27'	39.27'	S45°28'01"E
C-41	25.00'	090°00'00"	39.27'	39.27'	S44°31'59"W
C-42	25.00'	090°00'00"	39.27'	39.27'	N45°28'01"W
C-43	25.00'	090°00'00"	39.27'	39.27'	N44°31'59"E
C-44	23.00'	090°00'00"	36.13'	36.13'	S44°31'59"W
C-45	23.00'	090°00'00"	36.13'	36.13'	S45°28'01"E
C-46	25.00'	090°00'00"	39.27'	39.27'	N44°31'59"E

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C-47	229.50'	021°03'23"	84.34'	84.34'	N10°03'41"E
C-48	20.00'	089°52'57"	31.37'	31.37'	S44°28'28"W
C-49	20.00'	090°07'03"	31.46'	31.46'	N45°31'32"W
C-51	170.50'	021°03'23"	62.66'	62.66'	N10°03'41"E
C-52	23.00'	021°03'42"	8.45'	8.45'	N80°03'13"W
C-53	310.00'	054°44'56"	296.22'	296.22'	S63°12'36"E
C-54	23.00'	021°09'54"	8.50'	8.50'	N46°25'05"W
C-58	270.50'	013°25'20"	63.37'	63.37'	N06°14'39"E
C-59	290.00'	047°18'48"	239.47'	239.47'	S59°29'32"E
C-61	549.50'	029°48'33"	285.89'	285.89'	S68°50'05"E
C-62	569.50'	030°36'41"	304.27'	304.27'	S68°23'19"E
C-66	23.00'	013°57'09"	5.60'	5.60'	N83°36'29"W
C-67	23.00'	013°43'04"	5.51'	5.51'	N82°33'24"E
C-68	23.00'	098°48'02"	39.66'	39.66'	S41°11'03"E
C-69	474.50'	008°40'59"	71.91'	71.91'	N03°52'29"E
C-70	23.00'	089°52'57"	36.08'	36.08'	S44°28'28"W
C-71	23.00'	090°07'03"	36.18'	36.18'	N45°31'32"W
C-72	454.50'	010°02'33"	79.66'	79.66'	N04°33'16"E
C-73	23.00'	079°50'24"	32.05'	32.05'	N49°29'44"E
C-74	23.00'	027°21'11"	10.98'	10.98'	S76°54'28"E
C-75	329.50'	013°25'20"	77.19'	77.19'	N06°14'39"E
C-76	23.00'	013°43'06"	5.51'	5.51'	S82°33'23"W
C-83	23.00'	012°33'21"	5.04'	5.04'	N83°15'19"E
C-84	23.00'	012°33'21"	5.04'	5.04'	N84°11'20"W
C-85	500.00'	005°29'10"	47.87'	47.87'	S86°47'24"W
C-86	529.50'	005°29'10"	50.70'	50.70'	S86°47'24"W
C-87	100.00'	001°24'31"	2.46'	2.46'	S88°49'44"W

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C-88	129.50'	001°24'31"	3.18'	3.18'	S88°49'44"W
C-89	70.50'	001°24'31"	1.73'	1.73'	S88°49'44"W
C-90	946.00'	015°10'06"	250.44'	250.44'	N42°39'30"E
C-91	165.00'	003°17'24"	9.47'	9.47'	N87°46'14"E
C-94	915.00'	008°50'04"	141.09'	141.09'	N45°49'30"E
C-95	NOT USED				
C-98	NOT USED				
C-99	NOT USED				
C-100	290.00'	007°26'07"	37.63'	37.63'	S86°52'00"E
C-101	NOT USED				
C-113	565.00'	001°24'21"	13.86'	13.86'	S00°14'09"W
C-114	565.00'	004°03'52"	40.08'	40.08'	S02°58'16"W
C-115	565.00'	004°05'33"	40.36'	40.36'	S07°02'58"W
C-116	565.00'	002°40'48"	26.43'	26.43'	S10°26'09"W
C-117	229.50'	001°42'25"	6.84'	6.84'	N19°44'09"E
C-118	229.50'	012°50'04"	51.41'	51.41'	N12°27'55"E
C-119	229.50'	006°30'54"	26.10'	26.10'	N02°47'26"E
C-120	430.00'	000°25'46"	3.22'	3.22'	N89°37'49"E
C-121	430.00'	007°05'24"	53.21'	53.21'	S86°36'36"E
C-122	430.00'	007°05'24"	53.21'	53.21'	S79°31'12"E
C-123	430.00'	007°05'24"	53.21'	53.21'	S72°25'48"E
C-124	430.00'	007°05'24"	53.21'	53.21'	S65°20'24"E
C-125	430.00'	007°05'24"	53.21'	53.21'	S58°15'00"E
C-126	430.00'	004°00'02"	30.02'	30.02'	S52°42'17"E
C-127	430.00'	007°05'52"	53.27'	53.27'	S47°09'20"E
C-128	430.00'	007°17'09"	54.68'	54.68'	S39°57'49"E
C-129	430.00'	000°29'07"	3.64'	3.64'	S36°04'41"E

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C-130	946.00'	005°21'58"	88.60'	88.60'	N47°33'34"E
C-131	946.00'	001°19'31"	21.88'	21.88'	N44°12'49"E
C-132	946.00'	001°38'01"	26.97'	26.97'	N42°44'04"E
C-133	946.00'	001°16'12"	20.97'	20.97'	N41°16'58"E
C-145	23.00'	007°03'45"	2.84'	2.84'	N80°09'47"W
C-146	474.50'	002°51'33"	23.68'	23.68'	N06°47'12"E
C-147	474.50'	004°50'26"	40.09'	40.09'	N02°56'12"E
C-148	474.50'	000°59'00"	8.14'	8.14'	N00°01'29"E
C-149	454.50'	001°01'54"	8.18'	8.18'	N00°02'56"E
C-150	454.50'	005°03'16"	40.10'	40.10'	N03°05'32"E
C-151	454.50'	003°57'22"	31.38'	31.38'	N07°35'51"E
C-152	329.50'	004°58'02"	28.57'	28.57'	N10°28'18"E
C-153	329.50'	006°59'14"	40.18'	40.18'	N04°29'40"E
C-154	329.50'	001°28'04"	8.44'	8.44'	N00°16'01"E
C-155	310.00'	000°25'46"	2.32'	2.32'	N89°37'49"E
C-156	310.00'	007°05'24"	38.36'	38.36'	S86°36'36"E
C-157	310.00'	007°05'24"	38.36'	38.36'	S79°31'12"E
C-158	310.00'	007°05'24"	38.36'	38.36'	S72°25'48"E
C-159	310.00'	007°05'24"	38.36'	38.36'	S65°20'24"E
C-160	310.00'	007°05'24"	38.36'	38.36'	S58°15'00"E
C-161	310.00'	004°00'02"	21.65'	21.65'	S52°42'17"E
C-162	310.00'	007°05'52"	38.40'	38.40'	S47°09'20"E
C-163	310.00'	007°05'52"	38.40'	38.40'	S40°03'27"E
C-164	310.00'	000°40'23"	3.64'	3.64'	S36°10'20"E
C-216	23.00'	007°43'52"	3.10'	3.10'	S87°00'52"E
C-217	290.00'	006°31'20"	33.01'	33.01'	S86°24'36"E
C-218	290.00'	000°54'47"	4.62'	4.62'	N89°52'20"E

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C-219	23.00'	012°40'24"	5.09'	5.09'	N06°48'13"W
C-220	23.00'	012°26'18"	4.99'	4.99'	S05°45'08"W
C-221	23.00'	013°50'07"	5.55'	5.55'	N06°27'02"E
C-222	23.00'	013°50'07"	5.55'	5.55'	S07°23'04"E

MATCH LINE (SEE SHEET 5 OF 6)

MARSHELDER STREET (50.00' R/W)

TRACT A1A-5 (ALLEY)

TRACT P1A-14 (PARK)

GAMAGRASS ALLEY

FRAGRANS ALLEY TRACT A1A-6 (ALLEY)

FRAGRANS ALLEY TRACT A1A-8 (ALLEY)

COONTIE PLACE

TRACT A1A-8 (ALLEY)

SPIDERWORT ALLEY

TRACT P1A-13 (PARK)

TRACT P1A-16 (PARK)

TRACT P1A-17 (PARK)

TRACT P1A-18 (PARK)

TRACT A1A-7 (ALLEY)

ZAMIA ALLEY

TRACT A1A-6 (ALLEY)

CATOPSIS ALLEY

ALLIGATOR LILY ALLEY

WAYPOINTE BOULEVARD (59.00' R/W)

ACCESS EASEMENT AGREEMENT (DOC. # 20220582296)

R=430.00'
Δ=054°44'56"
L=410.88'
CHD=395.43'
CHB=N63°12'36"W

PROPOSED PLAT OF
CROSSINGS AT KELLY PARK PHASES 1-2, 1-3 AND 2
(PB._____ PG(S)._____)

BLANKET FLOWER STREET (59.00' R/W)

SPADERDOCK LANE (55.00' R/W)

FIREBUSH DRIVE (55.00' R/W)

FLAMELEAF STREET (59.00' R/W)

NOT PLATTED

TRACT FD-2 (FUTURE DEVELOPMENT)

N89°24'56"E 742.90'

N89°24'56"E 552.91'

N89°24'56"E 220.00'

N89°24'56"E 254.00'

S89°24'56"W 163.27'

N69°24'38"W 59.00'

N00°28'01"W 59.02'

N88°07'28"E 32.61'

S89°31'59"W 197.21'

S89°31'59"W 296.99'

N00°28'01"W 10.59'

S89°31'59"W 139.06'

S00°28'01"E 664.56'

S00°27'50"E 339.32'

N00°28'01"W 93.68'

N05°57'11"W 59.00'

NOTICE:
"THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY."

PEC | SURVEYING AND MAPPING, LLC
CERTIFICATE OF AUTHORIZATION NUMBER LB 7808
2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

City of Apopka
CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)
Item #: 2.
Meeting Date: March 6, 2024
Department: Community Development

SUBJECT:
Oakview – Plat

REQUEST:
Approve the Oakview – Plat

SUMMARY:
Owner(s): Hanover Family Builders, LLC c/o Jeff Wochner
Applicant: Dewberry Engineers, Inc. c/o Christopher J. Allen, P.E.
Parcel Identification Number(s): 14-20-27-0000-00-021, 14-20-27-0000-00-084, 14-20-27-0000-00-005
Location: Southeast corner of Kelly Park Road and Round Lake Road
Future Land Use: Mixed-Use
Current Zoning: Kelly Park Interchange – Mixed-Use (KPI-MU), Neighborhood Overlay District
Proposed Use: 113 single family lots
Tract Size: 38.67 +/- acres
Density/Intensity: 2.9 dwelling units per acre

Zoning Report:

Direction	Future Land Use	Zoning	Present Use
North	Rural Settlement and County Rural	AG (Agriculture) and County A-1 (Citrus Rural)	Agricultural facilities
East	County Rural	County A-1	Agricultural facilities
South	County Rural	County A-1	Agricultural facilities and single-family residences
West	County Rural	County A-1	Single-family residences

PROJECT SUMMARY:

The applicant has submitted the Oakview – Plat for consideration, creating 113 lots, the entrance/spine road. This plat also dedicates two right-of-way tracts to the perpetual use of the public and establishes three stormwater tracts and 14 open space, recreation and amenity tracts. Access is proposed on Kelly Park Road via Laurel Site Loop and access connection to future development on the west through Turkey Outlook Road. This plat is consistent with the Major Development Plan approved by City Council on March 2, 2022 and Construction Site Plan approved by the Development Review Committee on January 11, 2023.

The Development Review Committee (DRC) has found that the applicant demonstrates there is competent substantial evidence in the record that all of the following standards are met:

a. The plat and its general layout and design comply with all applicable standards in Article 5: Development Standards, and Article 6: Environmental Standards;
b. The plat complies with all conditions of approval in any development approval or permit to which it is subject;
c. The plat conforms to the requirements of Chapter 177, Florida Statutes before recordation and per the review and determination of the City Surveyor;
d. The plat conforms to any development plan (major or minor) to which it is a part; and
e. The plat complies with all other applicable standards in this LDC and all other City regulations.

PUBLIC HEARING SCHEDULE:

September 12, 2023 - Planning Commission (5:30 P.M.)
January 3, 2024 - City Council (1:30 P.M.)

FUNDING SOURCE:
Not applicable.

RECOMMENDED MOTION:

Development Review Committee:

Recommends approval of the Oakview – Plat.

Planning Commission:

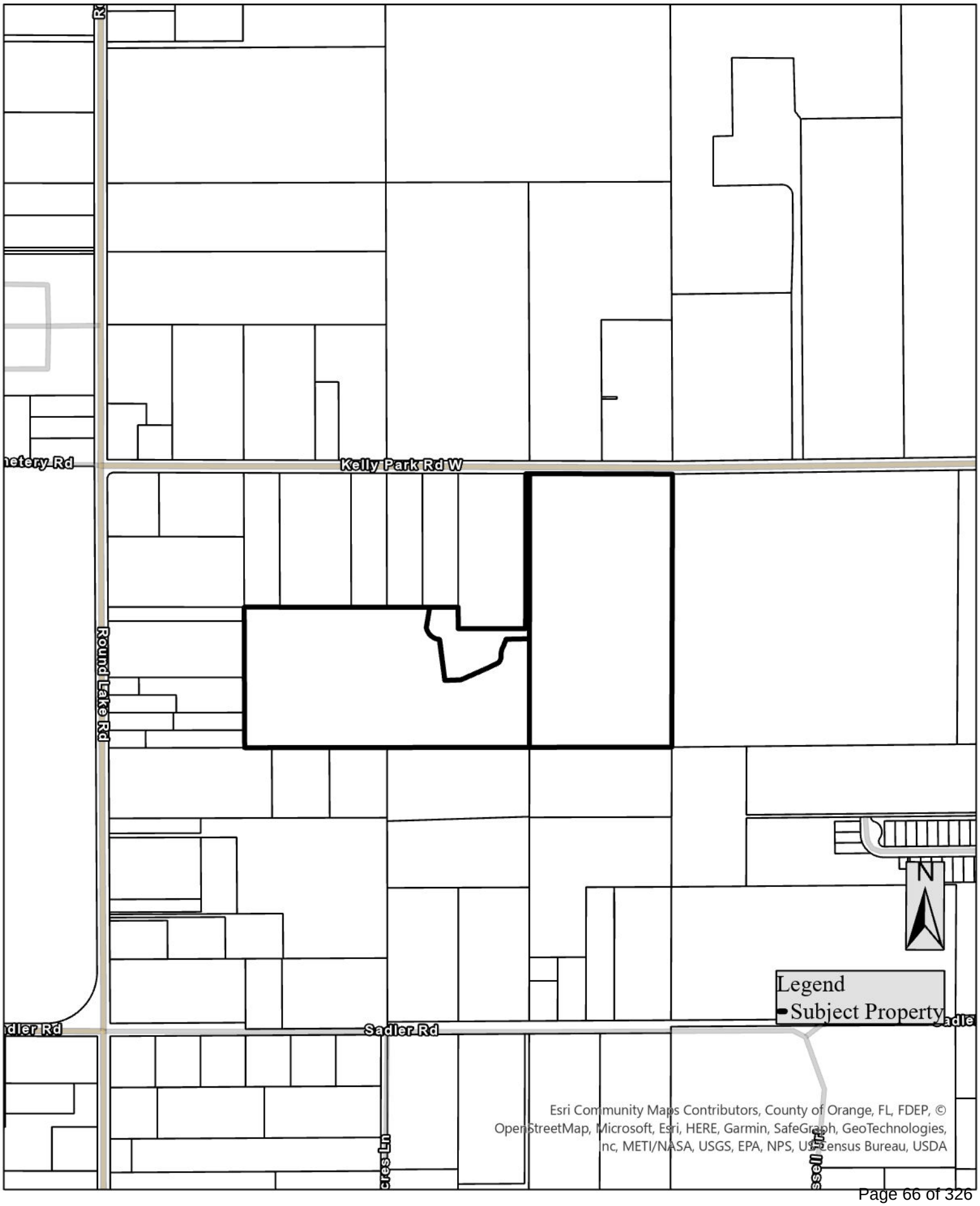
At its meeting on September 12, 2023, the Planning Commission unanimously recommended approval of the Oakview – Plat, subject to the findings in the staff report.

Recommended Motion – City Council:

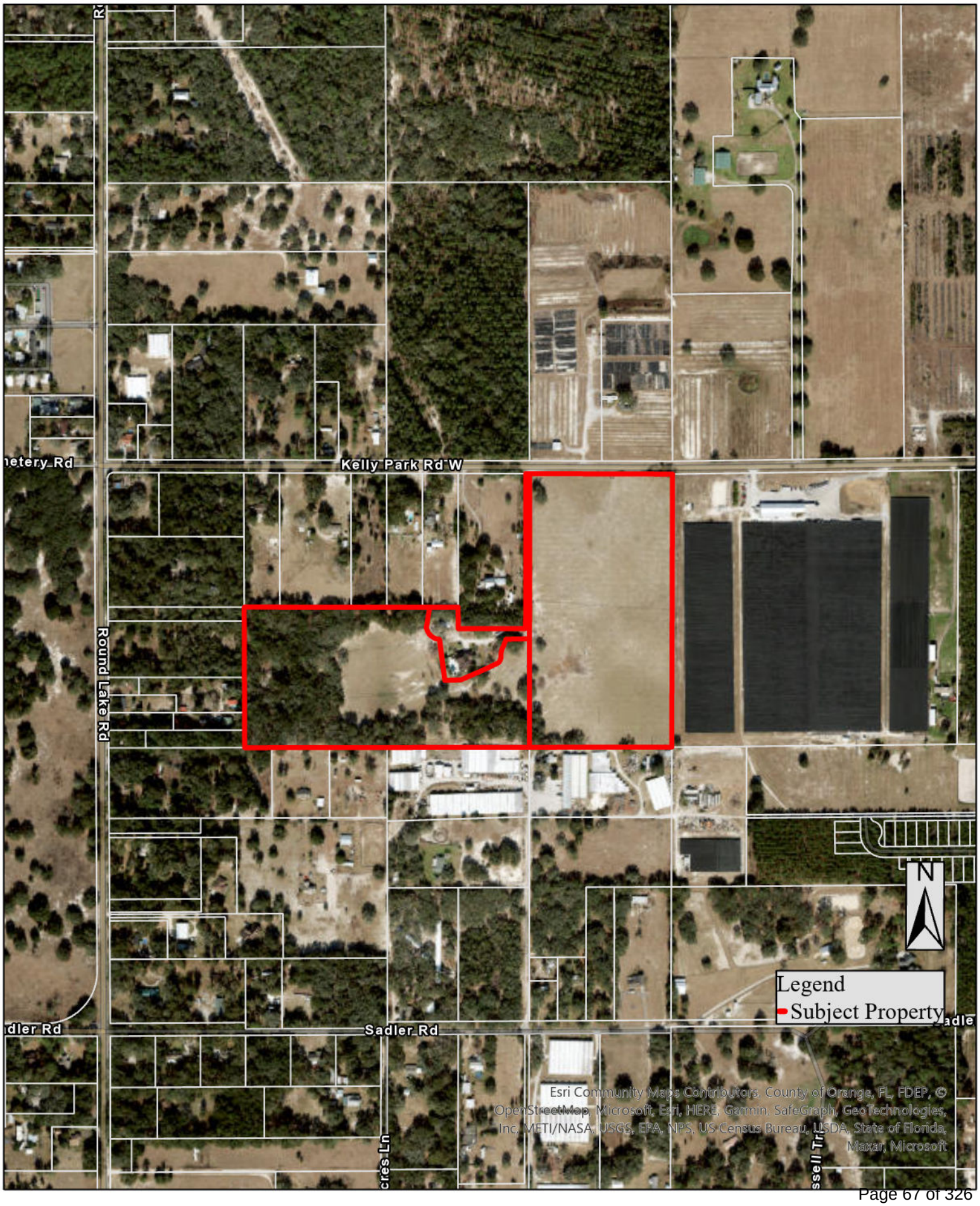
Approve the Oakview – Plat, subject to the findings in the staff report.

ATTACHMENTS:
1. Maps
2. Oakview - Plat

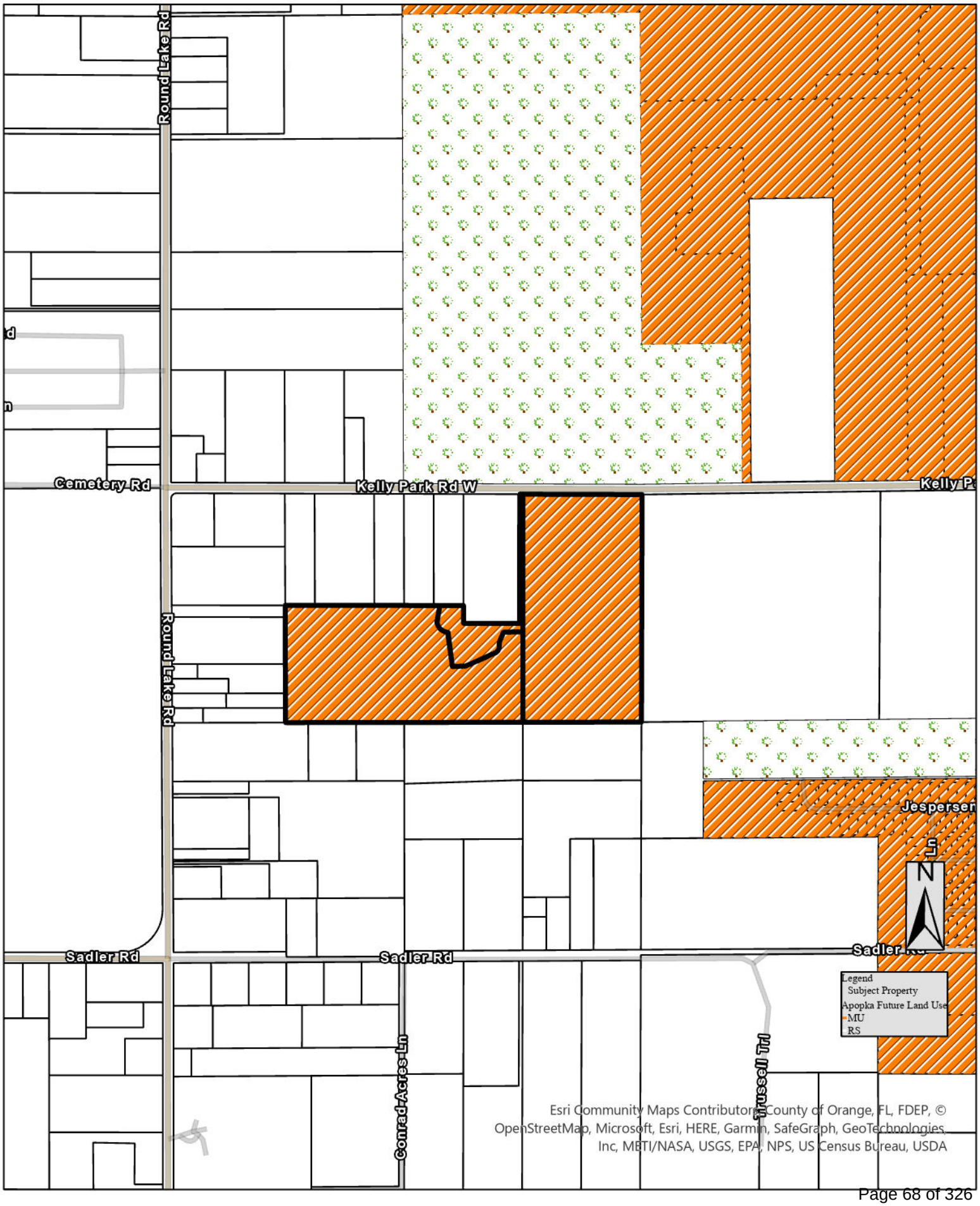
Vicinity


Kelly Park Rd W
Round Lake Rd
Sadler Rd
N
Legend
Subject Property
Esri Community Maps Contributors, County of Orange, FL, FDEP, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, nc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

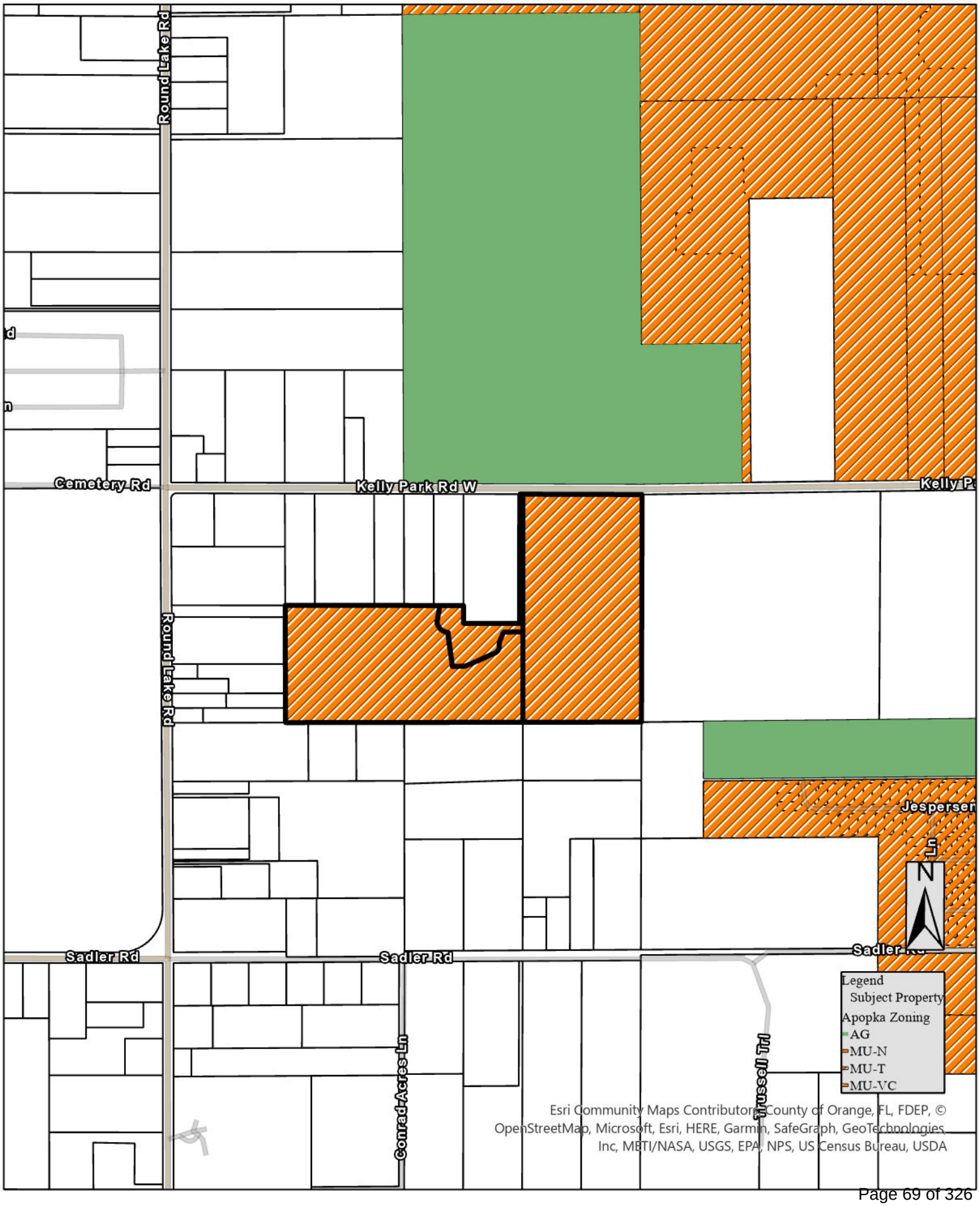
Aerial


Kelly Park Rd W
Round Lake Rd
Sadler Rd
N
Legend
Subject Property
Esri Community Maps Contributors, County of Orange, FL, FDEP, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, State of Florida, Maxar, Microsoft

Future Land Use



Zoning


Round Lake Rd
Cemetery Rd
Kelly Park Rd W
Kelly P
Round Lake Rd
Jesperser
Ln
N
Sadler Rd
Sadler Rd
Sadler Rd
Conrad Acres Ln
Jessi Trl
Legend
Subject Property
Apopka Zoning
AG
MU-N
MU-T
MU-VC
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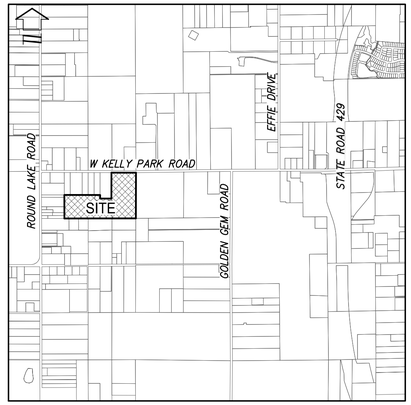
OAKVIEW

SITUATED IN SECTION 14, TOWNSHIP 20 SOUTH, RANGE 27 EAST, CITY OF APOPKA, ORANGE COUNTY, FLORIDA

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AND DERIVING A BEARING OF S89°50'15"E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 14 TOWNSHIP 20 SOUTH, RANGE 27 EAST.
2. ALL CURVILINEAR LINES ARE RADIAL UNLESS OTHERWISE NOTED WITH (NR).
3. PURSUANT TO SECTION 177.091 (28), FLORIDA STATUS, AS AMENDED, ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NTO APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
4. ALL DEVELOPMENT SHALL BE IN ACCORDANCE WITH AND SUBJECT TO THE CITY OF APOPKA LAND DEVELOPMENT CODE, AS AMENDED FROM TIME TO TIME, AND ALL FEDERAL, STATE, COUNTY AND CITY RULES REGULATIONS, ORDINANCES, PROVISIONS AND APPROVALS. NOTHING THEREIN SHALL BE CONSTRUED TO WAIVE ANY PROVISION OF THE APOPKA LAND DEVELOPMENT CODE.
5. SUBJECT PROPERTY CONTAINS: 113 RESIDENTIAL LOTS.



VICINITY MAP
(1"=2000')

DESCRIPTION:

A PORTION OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 27 EAST, CITY OF APOPKA, ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 14; THENCE S89°50'15"E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 14, A DISTANCE OF 1986.10 FEET; THENCE DEPARTING SAID NORTH LINE RUN S00°03'12"W, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF WEST KELLY PARK ROAD (60 FOOT PUBLIC RIGHT OF WAY) PER DEED BOOK 398, PAGE 160 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE S89°50'15"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 685.97 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE RUN S00°10'24"W ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14, A DISTANCE OF 1276.13 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE S89°55'01"W ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 14, A DISTANCE OF 1995.89 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE N00°11'08"W ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 SAID SECTION 14, A DISTANCE OF 657.36 FEET TO THE NORTHWEST CORNER SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE S89°57'36"E ALONG THE NORTH LINE THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14 , A DISTANCE OF 1000.00 FEET; THENCE DEPARTING SAID NORTH LINE RUN S00°00'24"E, A DISTANCE OF 100.00 FEET; THENCE S89°57'36"E, A DISTANCE OF 315.23 FEET; THENCE N00°03'12"E, A DISTANCE OF 724.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,705,033 SQUARE FEET OR 39.14 ACRES MORE OR LESS.

LEGEND AND ABBREVIATIONS:

COR	CERTIFIED CORNER RECORD	POC	PERMANENT CONTROL POINT
℄	CENTER LINE	PG(S)	PAGE/PAGES
CM	CONCRETE MONUMENT	PI	POINT OF INTERSECTION
DB	DEED BOOK	PT	POINT OF TANGENCY
D.E.	DRAINAGE EASEMENT	R/W	RIGHT OF WAY
D.& W.E.	DRAINAGE & WALL EASEMENT	SEC	SECTION
ID	IDENTIFICATION	U.E.	UTILITY EASEMENT
IRC	IRON ROD & CAP	~/~	BREAK LINE
LB	LICENSED BUSINESS	⊡	SET 4"x4" CM (PRM LB 8011)
N/D	NAIL & DISK	◎	SET N/D (PCP LB 8011)
NO.	NUMBER	◎	FOUND N/D (AS NOTED)
(NR)	NON-RADIAL	◎	SET 5/8" IRC (LB 8011)
(OA)	OVERALL DIMENSION	●	FOUND IRON ROD (AS NOTED)
ORB	OFFICIAL RECORDS BOOK	○	FOUND IRON PIPE (AS NOTED)
PC	POINT OF CURVATURE	⊙	FOUND RAIL ROAD SPIKE (AS NOTED)

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SHEET INDEX

SHEET 1: COVER SHEET/DESCRIPTION/NOTES/LEGEND
SHEET 2: KEY SHEET/OVERALL PLAT BOUNDARY
SHEETS 3–5: PLAT DETAIL SHEETS

Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

Drawing name: C:\Users\wcomalet\appdata\local\temp\AcPublish_23080\Oakview_surplat.dwg Sheet 1 Jul 24, 2023 11:50am by: wcomalet

OAKVIEW
DEDICATION

KNOW MEN ALL BY THESE PRESENTS, THAT HANOVER FAMILY BUILDERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY BEING THE OWNER IN FEE SIMPLE OF THE LAND DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT, HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND DEDICATES THE STREET RIGHTS OF WAY (LAUREL SITE LOOP, TURKEY OUTLOOK ROAD, AND DARLINGTON VISTA LANE*) TO THE PERPETUAL USE OF THE PUBLIC. TRACTS AND EASEMENTS HEREIN DEDICATED, OWNED, AND MAINTAINED AS FURTHER DESCRIBED IN THE TRACT AND EASEMENT DEDICATION SHOWN ON THIS PLAT.

TRACT AND EASEMENT DEDICATIONS:

1. THE PROPERTY SHOWN HEREIN IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR OAKVIEW (THE "DECLARATION") AND ALL EXHIBITS THERETO SHALL BE APPROVED BY THE CITY OF APOPKA, ORANGE COUNTY, FLORIDA, WHICH IS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
2. UNLESS OTHERWISE NOTED, ALL EASEMENTS RESERVED ON THIS PLAT IN FAVOR OF THE CITY OF APOPKA, PUBLIC UTILITY PROVIDERS, AND/OR THE PERPETUAL USE OF THE PUBLIC SHALL ALSO BE EASEMENTS IN FAVOR OF THE OAKVIEW HOMEOWNERS ASSOCIATION, INC. (THE "OAKVIEW ASSOCIATION").
3. UNLESS OTHERWISE INDICATED, A 10.00 FEET WIDE UTILITY EASEMENT ALONG THE FRONT OF ALL LOTS AND TRACTS ABUTTING ROAD RIGHTS OF WAY IS HEREBY DEDICATED TO THE CITY OF APOPKA, PUBLIC UTILITY SERVICE PROVIDERS, AND THE OAKVIEW ASSOCIATION, INC. THE CITY OF APOPKA AND PUBLIC SERVICE PROVIDERS ARE RESPONSIBLE ONLY FOR THE MAINTENANCE OF THEIR RESPECTIVE UTILITIES PLACED WITHIN THE UTILITY EASEMENTS. THE FEE SIMPLE OWNER OF SAID LOTS AND/OR TRACTS SHALL BE RESPONSIBLE FOR THE GRASS AND LANDSCAPING WITHIN ALL UTILITY EASEMENTS LOCATED UPON INDIVIDUAL LOTS AND/OR TRACTS.
4. UNLESS OTHERWISE INDICATED A 5.00 FEET WIDE UTILITY EASEMENT E ADJACENT TO ALL SIDE LOT LINES IS HEREBY DEDICATED TO THE CITY OF APOPKA, PUBLIC UTILITY SERVICE PROVIDERS, AND THE OAKVIEW ASSOCIATION. THE CITY OF APOPKA AND PUBLIC UTILITY SERVICE PROVIDERS ARE RESPONSIBLE ONLY FOR THE MAINTENANCE OF THEIR RESPECTIVE UTILITIES PLACED WITHIN THE UTILITY EASEMENTS. THE FEE SIMPLE OWNER OF SAID LOTS AND/OR TRACTS SHALL BE RESPONSIBLE FOR THE GRASS AND LANDSCAPING WITHIN ALL UTILITY EASEMENTS LOCATED UPON INDIVIDUAL LOTS AND/OR TRACTS.
5. TRACTS A, M, AND O (STORMWATER)ARE HEREBY DEDICATED TO AND SHALL BE OWNED AND MAINTAINED BY THE OAKVIEW ASSOCIATION.
6. TRACTS B, D, E, F, AND L (PARKS AND RECREATION), ARE HEREBY DEDICATED TO AND SHALL BE OWNED AND MAINTAINED BY THE OAKVIEW ASSOCIATION.
7. TRACT C (PARKS, RECREATION, POOL, AND CABANA) IS HEREBY DEDICATED TO AND SHALL BE OWNED AND MAINTAINED BY THE OAKVIEW ASSOCIATION.
8. TRACTS G AND H (OPEN SPACE / BUFFER) ARE HEREBY DEDICATED TO AND SHALL BE OWNED AND MAINTAINED BY THE OAKVIEW ASSOCIATION.
9. TRACTS I, J, K, N, Q, AND P (OPEN SPACE) ARE HEREBY DEDICATED TO AND SHALL BE OWNED AND MAINTAINED BY THE OAKVIEW ASSOCIATION.
10. TRACTS DED–1 AND DED–2 (ADDITIONAL RIGHT OF WAY FOR WEST KELLY PARK ROAD) ARE HEREBY DEDICATED TO THE PERPETUAL US OF THE PUBLIC AND SHALL BE OWNED AND MAINTAINED BY THE CITY OF APOPKA OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OVER THE PUBLIC RIGHT OF WAY.
11. TRACT LS–1 (LIFT STATION) IS HEREBY DEDICATED TO AND SHALL BE OWNED AND MAINTAINED BY THE CITY OF APOPKA.
12. TRACT A AND TRACT B SHALL BE SUBJECT TO THE 30.00 FEET WIDE UTILITY EASEMENT SHOWN HEREON AND SAID UTILITY EASEMENT IS HEREBY DEDICATED TO THE CITY OF APOPKA. THE UTILITY EASEMENT AREA SHALL BE MAINTAINED BY THE OAKVIEW ASSOCIATION AS PART OF TRACT A AND TRACT B IN ACCORDANCE WITH THE DECLARATION.

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, THAT ON _____, THE CITY COUNCIL OF THE CITY OF APOPKA APPROVED THE FOREGOING PLAT.

ATTEST:

_____ _____
BRYAN NELSON, MAYOR CITY CLERK

CERTIFICATE OF APPROVAL BY CITY ENGINEER

THIS IS TO CERTIFY, THAT ON _____,THE FOREGOING PLAT WAS EXAMINED AND APPROVED BY

_____
RICHARD EARP, CITY ENGINEER

CERTIFICATE OF COUNTY COMPTROLLER

I HEREBY CERTIFY THAT THE FOREGOING PLAT WAS RECORDED IN THE ORANGE COUNTY OFFICIAL RECORDS ON_____, 2023, AS FILE NO._____.

COUNTY COMPTROLLER IN AND FOR ORANGE COUNTY, FLORIDA

BY: _____

CERTIFICATE OF APPROVAL BY APOPKA PLANNING COMMISSION

THIS IS TO CERTIFY THAT ON _____, THE FOREGOING PLAT WAS APPROVED BY THE CITY OF APOPKA PLANNING COMMISSION OF THE CITY OF APOPKA.

_____ _____
CHAIRMAN DATE

PLAT BOOK : PAGE:

OAKVIEW
DEDICATION

13. TRACT B SHALL BE SUBJECT TO THE 5.00 FEET WIDE UTILITY EASEMENT ADJACENT TO TRACT LS–1 AND SAID UTILITY EASEMENT IS HEREBY DEDICATED TO THE CITY OF APOPKA AND PUBLIC UTILITY SERVICE PROVIDERS FOR UTILITY SERVICES TO TRACT LS–1. THE 5.00 FEET WIDE EASEMENT AREA SHALL BE MAINTAINED BY THE OAKVIEW ASSOCIATION AS PART OF TRACT B IN ACCORDANCE WITH THE DECLARATION.
14. THE 10.00 FEET WIDE DRAINAGE AND WALL EASEMENTS OVER LOTS 47–53 AND LOTS 88–95 ARE HEREBY DEDICATED TO THE OAKVIEW ASSOCIATION AND SHALL BE MAINTAINED IN ACCORDANCE WITH THE DECLARATION.
15. THE 10.00 FEET WIDE DRAINAGE EASEMENTS OVER LOTS 28–42, LOTS 64–70, AND 84–87 ARE HEREBY DEDICATED TO THE OAKVIEW ASSOCIATION AND SHALL BE MAINTAINED IN ACCORDANCE WITH THE DECLARATION
16. THE 7.50 FEET WIDE DRAINAGE EASEMENTS OVER LOTS 28–42 ARE HEREBY DEDICATED TO THE OAKVIEW ASSOCIATION AND SHALL BE MAINTAINED IN ACCORDANCE WITH THE DECLARATION.
17. ALL STREET RIGHTS OF WAY CONVEYED TO THE PERPETUAL USE OF THE PUBLIC HAVING STREET STUBS TO ADJOINING UNDEVELOPED OR UNDERDEVELOPED LANDS ARE INTENDED FOR CONNECTION WITH FUTURE STREETS UPON THE DEVELOPMENT ADJOINING LANDS BY OTHERS.
18. ALL TRACTS TO BE OWNED AND MAINTAINED BY THE OAKVIEW ASSOCIATION MAY BE USED BY THE OAKVIEW ASSOCIATION FOR PRIVATE DRAINAGE, SIGNAGE, AND OTHER AMENITIES, AS APPROVED BY LAKE COUNTY OR OTHER GOVERNING BODY HAVING AUTHORITY.
19. THE CITY OF APOPKA SHALL HAVE DRAINAGE EASEMENT RIGHTS OVER ALL TRACTS ACCOMMODATING ROADWAY OUTFALL PIPES AND STRUCTURES FOR THE CITY OF APOPKA'S OPERATION, AND MAINTENANCE OF THESE STRUCTURES AS PUBLIC DRAINAGE INFRASTRUCTURE. IN ADDITION, AN EMERGENCY ACCESS EASEMENT TO THE PRIVATE DRAINAGE AND STORMWATER SYSTEMS OVER ALL TRACTS AND DRAINAGE EASEMENTS SHOWN ON THIS PLAT, IS HEREBY DEDICATED TO THE CITY OF APOPKA AND/OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION, FOR EMERGENCY MAINTENANCE PURPOSES IN THE EVENT INADEQUATE MAINTENANCE OF THE PRIVATE STORM DRAINAGE AND STORMWATER SYSTEM CREATES A HAZARD TO THE PUBLIC HEALTH AND SAFETY AND GENERAL WELFARE. THE EMERGENCY ACCESS EASEMENT GRANTED DOES NOT IMPOSE ANY OBLIGATION, BURDEN, RESPONSIBILITY OR LIABILITY UPON THE CITY OF APOPKA OR ANY OTHER GOVERNING BODY TO ENTER UPON THE LANDS AND TO TAKE ANY ACTION TO REPAIR OR MAINTAIN THE PRIVATE DRAINAGE AND STORMWATER SYSTEMS.
20. THE CITY OF APOPKA AND PUBLIC UTILITY SERVICE PROVIDERS WITH RIGHTS TO SPECIFIED EASEMENTS, AS DEDICATED AND SHOWN HEREON, SHALL AT ALL TIMES RESTORE, OR CAUSE TO BE RESTORED, TO ITS PRE–EXISTING CONDITION ANY LANDSCAPING, PAVERS PAVEMENT, OR OTHER IMPROVEMENTS DAMAGED BY THE USE OF SAID EASEMENTS AND/OR TRACTS PROMPTLY AFTER INSTALLATION, REPAIR, OR MAINTENANCE OF ITS UTILITY IMPROVEMENTS.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE SIGNED BY THE OFFICER NAMED BELOW ITS CORPORATE SEAL TO BE AFFIXED HERETO ON _____, A.D. 2023.

BY: HANOVER FAMILY BUILDERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY

NAME: JEFF WOCHNER

SIGNED: _____
TITLE: DIVISION PRESIDENT

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

_____ _____
WITNESS (SIGNATURE) WITNESS (PRINTED)

_____ _____
WITNESS (SIGNATURE) WITNESS (PRINTED)

STATE OF FLORIDA, COUNTY OF _____

THIS IS TO CERTIFY, THAT ON _____2023 BEFORE ME AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGEMENTS IN THE STATE AND COUNTY AFORESAID PERSONALLY APPEARED JEFF WOCHNER ,AS DIVISION PRESIDENT OF HANOVER FAMILY BUILDERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY. HE/SHE IS PERSONALLY KNOWN TO ME OR PRODUCED _____ AS IDENTIFICATION AND DID/DID NOT TAKE AN OATH.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

_____
SIGNATURE OF NOTARY

_____
NOTARY PRINTED NAME

_____ _____
MY COMMISSION EXPIRES MY COMMISSION NO.

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BEING A PROFESSIONAL SURVEYOR AND MAPPER HAS PREPARED THE FOREGOING PLAT AND IT WAS MADE UNDER MY DIRECTION AND SUPERVISION; AND THAT THIS PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES; AND THAT SAID LAND IS LOCATED IN THE CITY OF APOPKA, ORANGE COUNTY, FLORIDA.

_____ _____
WILLIAM P. HINKLE DATE
FLORIDA REGISTRATION NUMBER: 4633 (SEAL)
DEWBERRY
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
CERTIFICATE OF AUTHORIZATION NUMBER LB 8011

CERTIFICATE OF APPROVAL BY REVIEW BY CITY SURVEYOR

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177 PART 1 OF THE FLORIDA STATUTES AND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED HOWEVER, THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY COORDINATES, POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

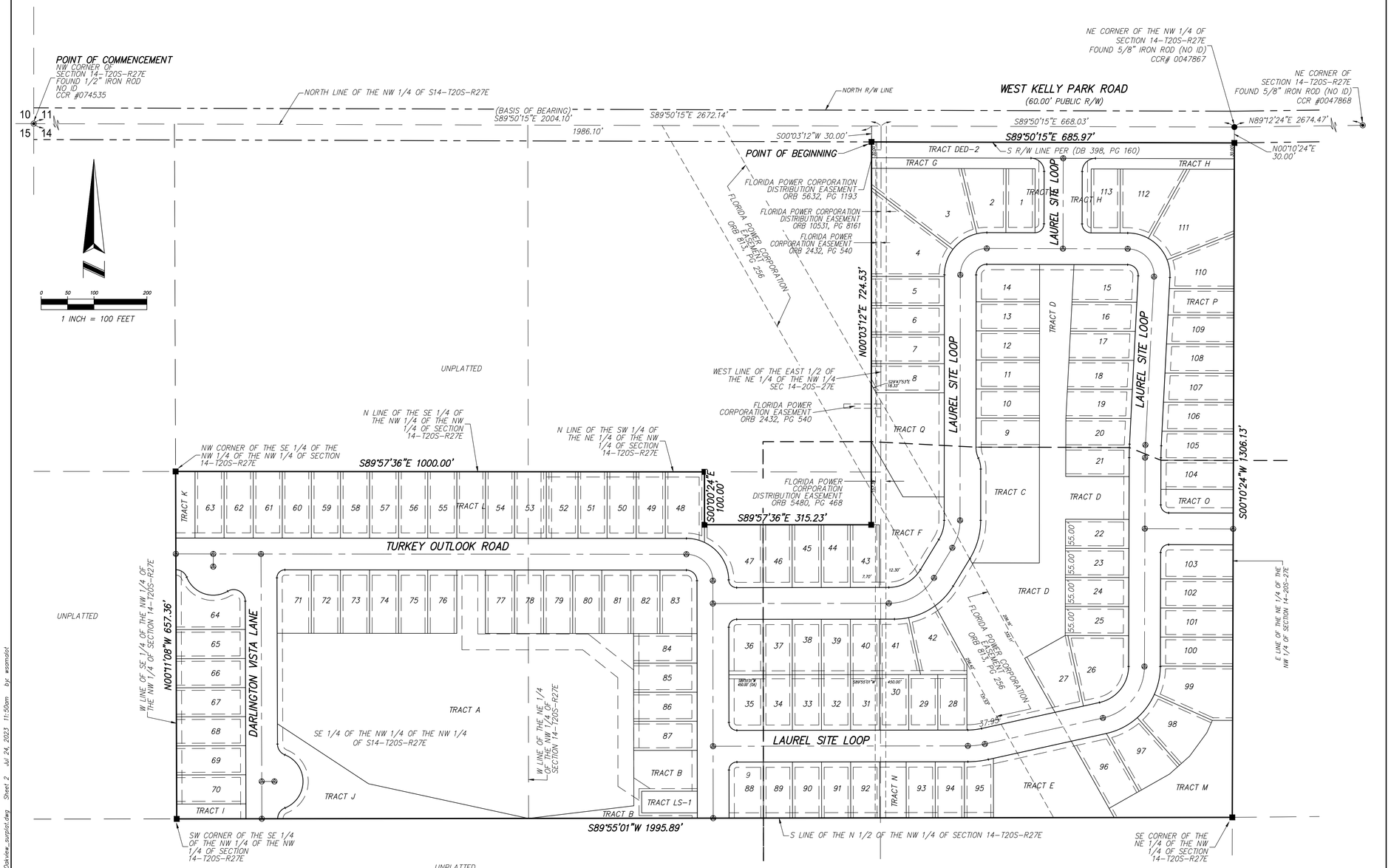
_____ _____
CITY SURVEYOR'S DATE
FLORIDA REGISTRATION NUMBER: _____

SHEET 1 OF 5

OAKVIEW

SITUATED IN SECTION 14, TOWNSHIP 20 SOUTH, RANGE 27 EAST,
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

PLAT BOOK : PAGE:



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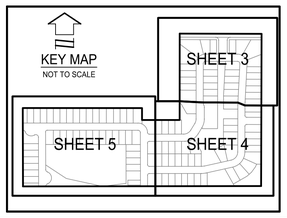

SHEET 2 OF 5

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OAKVIEW

SITUATED IN SECTION 14, TOWNSHIP 20 SOUTH, RANGE 27 EAST,
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

PLAT
BOOK : PAGE:

0 25 50 100
1 INCH = 50 FEET

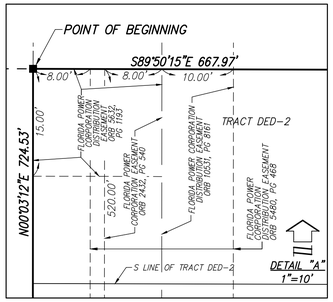
POINT OF COMMENCEMENT
NW CORNER OF SECTION 14–T20S–R27E
FOUND 1/2" IRON ROD
NO I.D.

N LINE OF THE NW 1/4 OF SECTION 14–T20S–R27E
S89°50'15"E 2004.10'
S89°50'15"E 1986.10'
S0003'12"W 30.00'
S89°50'15"E 2672.14'
60.00'

WEST KELLY PARK ROAD
(60.00' PUBLIC R/W)

S89°50'15"E 668.03'
NE CORNER OF THE NW 1/4 OF SEC 14–T20S–R27E
FOUND 5/8" IRON ROD (NO ID)
N89°12'24"E 2674.47'
N00°10'24"E 30.00'
NE CORNER OF THE NE 1/4 OF SECTION
FOUND 5/8" IRON ROD (NO ID)
.00109

S R/W LINE PER (DB 398, PG 160)
S89°50'15"E 667.97'
POINT OF BEGINNING
SEE DETAIL "A" THIS SHEET
FLORIDA POWER CORPORATION DISTRIBUTION EASEMENT ORB 5632, PG 1193
50.00'
20.00'
TRACT DED–2
TRACT G
301.43'
S89°50'15"E 309.39'
169.75'
84.64'
55.00'
S89°50'15"E 685.91'
61.00'
61.00'
C53
C52
36.00'
36.00'
262.48'
S89°50'15"E 270.48'
126.09'
TRACT H
20.00'
89.40'
39.00'
55.00'
36.44'
N13°25'22"W 128.80'
5.00' U.E. (TYPICAL)
2
1
3
TRACT G
N00°09'45"E 99.00'
N00°09'45"E 171.00'
LAUREL SITE LOOP
(PUBLIC R/W)
TRACT H
N00°09'45"E 121.00'
113
112
111
5.00' U.E. (TYPICAL)
N00°09'45"E 121.00'
N29°12'53"E 149.91'
121.58'
FLORIDA POWER CORPORATION DISTRIBUTION EASEMENT ORB 10531, PG 8161
FLORIDA POWER CORPORATION EASEMENT ORB 2432, PG 540
168.15'
N52°49'49"W 193.39'
10.00 U.E. (TYPICAL)
C54
36.01'
55.00'
N89°50'15"W 91.01'
C51
C10
55.00'
S89°50'15"E 69.44'
C44
14.44'
C45
C11
N68°36'18"E 136.13'
4
C30
C8
30.00'
S89°50'15"E 144.01'
PI
S89°50'15"E 122.44'
PC
S89°50'15"E 266.44'
S89°50'15"E 266.44'
C43
C33
C1
C46
3.18'
30.00'
30.00'
99.96'
65.00'
101.48'
30.00'
30.00'
PT
21.03'
110
104.31'
S89°49'36"E 122.11'
N89°56'48"W 138.00'
5
14
70.81'
71.16'
15
50.06'
TRACT P
50.06'
50.00'
S89°56'48"E 120.00'
N89°49'36"W 122.60'
S89°49'36"E 124.52'
TRACT D
6
13
5.00' U.E. (TYPICAL)
16
10.00 U.E. (TYPICAL)
55.07'
55.06'
109
N89°56'48"W 138.00'
S89°56'48"E 120.00'
N89°49'36"W 122.69'
S89°49'36"E 127.17'
7
12
5.00' U.E. (TYPICAL)
17
5.00' U.E. (TYPICAL)
S03°01'41"W 291.43'
S02°56'03"W 318.95'
108
N89°56'48"W 138.00'
S89°56'48"E 120.00'
N89°49'36"W 122.78'
S89°49'36"E 129.82'
39.11'
S29°47'53"E 18.33'
8
5.00' U.E. (TYPICAL)
11
18
5.00' U.E. (TYPICAL)
107
5.00' U.E. (TYPICAL)
N89°56'48"W 128.88'
S89°56'48"E 120.00'
N89°49'36"W 122.87'
S89°49'36"E 132.47'
SEE DETAIL "B" THIS SHEET
FLORIDA POWER CORPORATION EASEMENT ORB 2432, PG 540
TRACT Q
63.18'
108.48'
10
19
106
5.00' U.E. (TYPICAL)
S89°56'48"E 120.00'
N89°49'36"W 122.96'
S89°49'36"E 135.12'
FLORIDA POWER CORPORATION DISTRIBUTION EASEMENT ORB 5480, PG 468
1197.04'
N00°03'12"E 464.51'
LAUREL SITE LOOP
(PUBLIC R/W)
S00°03'12"W 564.81'
9
20
48.64'
C34
C12
27.61'
4.79'
105
S89°56'48"E 120.00'
N89°49'36"W 120.34'
S89°49'36"E 137.00'
S00°10'24"W 1276.13'
UNPLATTED
UNPLATTED
FLORIDA POWER CORPORATION EASEMENT ORB 813, PG 256
WEST LINE OF THE EAST 1/2 OF THE NW 1/4 OF THE NE 1/4 SECTION 14–T20S–R27E
N00°03'12"E 724.53'
55.00'
55.00'
MATCH LINE "A" – SEE SHEET 4



CENTERLINE

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	80.96'	50.00	092°46'17"	72.40'	N43°27'06"W
C2	24.09'	500.00	002°45'38"	24.09'	S01°33'13"W
C8	78.64'	50.00	090°06'34"	70.78'	S45°06'28"W

RIGHT OF WAY

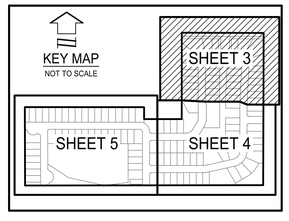
CURVE TABLE

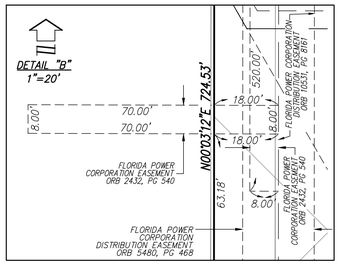
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C9	39.27'	25.00	090°00'00"	35.36'	N45°09'45"W
C10	26.70'	17.00	090°00'00"	24.04'	S44°50'15"E
C11	129.53'	80.00	092°46'17"	115.84'	S43°27'06"W
C12	22.65'	470.00	002°45'38"	22.64'	S01°33'13"W
C30	125.82'	80.00	090°06'34"	113.24'	N45°06'28"W
C31	26.70'	17.00	090°00'00"	24.04'	S45°09'45"E
C32	39.27'	25.00	090°00'00"	35.36'	N44°50'15"W
C33	32.38'	20.00	092°46'17"	28.96'	S43°27'06"W
C34	25.54'	530.00	002°45'38"	25.53'	S01°33'13"W
C42	21.38'	50.00	024°29'41"	21.21'	S12°11'39"E
C43	31.45'	20.00	090°06'34"	28.31'	N45°06'28"W

LOTS/TRACTS

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C44	40.56'	80.00	029°03'05"	40.13'	N75°18'42"W
C45	55.00'	80.00	039°23'27"	53.92'	N41°05'26"W
C46	33.97'	80.00	024°19'45"	33.72'	N09°13'50"W
C52	51.82'	80.00	037°07'00"	50.92'	S18°36'42"W
C53	55.00'	80.00	039°23'27"	53.92'	S56°51'55"W
C54	18.99'	80.00	013°36'07"	18.95'	S83°21'42"W





Dewberry

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Certificate Of Authorization No. LB 8011

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SHEET 3 OF 5

Drawing name: C:\Users\wsamolot\appdata\local\temp\AcPublish_23\800\Oakview_surplat.dwg Sheet 3 Jul 24, 2023 11:50am by wsamolot

OAKVIEW

SITUATED IN SECTION 14, TOWNSHIP 20 SOUTH, RANGE 27 EAST,
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

PLAT
BOOK : PAGE:

0 25 50 100

1 INCH = 50 FEET

CENTERLINE

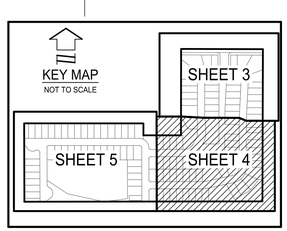
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C2	24.09'	500.00	002°45'38"	24.09'	S01°33'13"W
C3	135.06'	100.00	077°23'00"	125.03'	N38°51'54"E
C4	32.36'	150.00	012°21'37"	32.30'	N83°44'12"E
C6	102.27'	100.00	058°35'41"	97.87'	N60°37'10"E
C7	54.57'	100.00	031°16'08"	53.90'	N15°41'16"E

RIGHT OF WAY

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C13	23.56'	15.00	090°00'00"	21.21'	S44°49'36"E
C14	23.56'	15.00	090°00'00"	21.21'	S45°10'24"W
C15	175.58'	130.00	077°23'00"	162.53'	N38°51'54"E
C28	38.83'	180.00	012°21'37"	38.76'	N83°44'12"E
C29	71.59'	70.00	058°35'41"	68.51'	N60°37'10"E
C34	38.20'	70.00	031°16'08"	37.73'	N15°41'16"E
C35	25.54'	530.00	002°45'38"	25.53'	S01°33'13"W
C36	94.54'	70.00	077°23'00"	87.52'	N38°51'54"E
C39	25.89'	120.00	012°21'37"	25.84'	N83°44'12"E
C40	132.95'	130.00	058°35'41"	127.23'	N60°37'10"E
C41	75.86'	139.00	031°16'08"	74.92'	N15°41'16"E
C42	21.38'	50.00	024°29'41"	21.21'	S12°11'39"W
C56	21.38'	50.00	024°29'41"	21.21'	S12°11'39"E

LOTS/TRACTS

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C47	54.30'	130.00	023°55'53"	53.90'	N12°08'21"E
C48	55.00'	130.00	024°14'26"	54.59'	N36°13'30"E
C49	66.28'	130.00	029°12'41"	65.56'	N62°57'04"E
C55	26.85'	130.00	011°49'55"	26.80'	N84°00'03"E
C56	55.41'	130.00	024°25'17"	54.99'	N65°52'28"E
C59	50.69'	130.00	022°20'29"	50.37'	N42°29'35"E



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

SHEET INDEX

SHEET 1: COVER SHEET/DESCRIPTION/NOTES/LEGEND
SHEET 2: KEY SHEET/OVERALL PLAT BOUNDARY
SHEETS 3–5: PLAT DETAIL SHEETS

SHEET 4 OF 5

Drawing name: C:\Users\wsomalot\appdata\local\temp\AcPublish_230800\Oakview_surplat.dwg Sheet 4 JUL 24, 2023 11:50am by: wsomalot

OAKVIEW

SITUATED IN SECTION 14, TOWNSHIP 20 SOUTH, RANGE 27 EAST, CITY OF APOPKA, ORANGE COUNTY, FLORIDA

PLAT BOOK : PAGE:

CENTERLINE

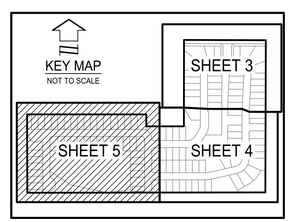
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C5	78.43'	50.00	089°52'37"	70.63'	N45°01'18"W
C57	75.97'	116.00	037°31'25"	74.62'	S71°16'42"W
C58	75.97'	116.00	037°31'25"	74.62'	S18°56'50"E

RIGHT OF WAY

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C17	23.56'	15.00	090°00'00"	21.21'	S44°55'01"W
C18	31.37'	20.00	089°52'37"	28.25'	S45°01'18"W
C19	23.62'	15.00	090°13'32"	21.25'	N44°55'38"W
C20	26.26'	22.00	068°22'54"	24.73'	N34°22'35"E
C21	128.90'	54.00	136°45'48"	100.40'	N00°11'08"W
C22	26.26'	22.00	068°22'54"	24.73'	S34°00'19"W
C23	46.18'	22.00	120°16'53"	38.16'	S60°19'35"W
C24	93.20'	54.00	098°53'19"	82.06'	S71°01'22"E
C25	26.26'	22.00	068°22'54"	24.73'	N55°46'09"W
C26	124.04'	80.00	088°50'22"	111.99'	S45°32'25"W
C27	23.29'	15.00	088°57'45"	21.02'	S45°36'07"E
C37	23.56'	15.00	090°00'00"	21.21'	S45°04'59"E
C38	23.56'	15.00	090°00'00"	21.21'	S44°55'01"W

LOTS/TRACTS

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C50	35.24'	80.00	025°14'08"	34.95'	N77°20'32"W
C51	88.81'	80.00	063°36'14"	84.32'	N32°55'21"W



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Drawing name: C:\Users\wsamolot\appdata\local\temp\AcPublish_230800\Oakview_surplat.dwg Sheet 5 Jul 24, 2023 11:50am by: wsamolot

City of Apopka
CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)
Item #: 3.
Meeting Date: March 6, 2024
Department: Community Development

SUBJECT:
The Ridge – Plat

REQUEST:
Approve The Ridge – Plat.

SUMMARY:
Owner(s): Apopka Centerline Development, LLC and Apopka Development Opportunity, LLC
Applicant: Allen & Company, Inc. c/o Brice Hellstrom, P.S.M.
Parcel Identification Number(s): 17-21-28-0000-00-007, 17-21-28-0000-00-008, 17-21-28-0000-00-012, 17-21-28-0000-00-015, 18-21-28-0000-00-013, 18-21-28-0000-00-014, 18-21-28-0000-00-073, 18-21-28-0000-00-102 and 18-21-28-0000-00-104
Location: South of Boy Scout Road; west of Ocoee Apopka Road; east of State Road 429 and Binion Road
Future Land Use: Mixed-Use
Zoning: PD (Planned Development)
Proposed Use: Mixed-use project; 241.71 +/- acres; creating 13 lots for The Ridge PD development parcels and right-of-way; PD has been approved for a total of 1365 residential units on a total of 407.8 acres
Tract Size: 241.71 +/- acres

Zoning Report:

Direction	Future Land Use	Zoning	Present Use
North	Mixed-Use, Residential Low and County Rural	PD (Planned Development) and County A-1 (Citrus Rural)	Bronson's Ridge Residential Subdivision and single-family residences
East	Industrial	I-L (Light Industrial)	Northwest Distribution Center
South	Mixed-Use	MU-ES-GT (Mixed-Use – East Shore – Gateway)	AdventHealth Hospital, State Road 414 and vacant
West	Mixed-Use	MU-ES-GT	Multifamily developments

PROJECT SUMMARY:

The applicant has submitted The Ridge – Plat for consideration, creating 13 lots and Bronson Lake Drive, a parallel facility to Boy Scout Road. This plat also dedicates three right-of-way tracts to the perpetual use of the public and establishes recreation tracts to serve the Ridge PD. Access points are proposed on Bronson Lake Drive, Boy Scout Road and Ocoee Apopka Road.This plat is consistent with the Major Development Plan approved by City

Council on October 13, 2021.

The Development Review Committee (DRC) has found that the applicant demonstrates there is competent substantial evidence in the record that all of the following standards are met:

- The plat and its general layout and design comply with all applicable standards in Article 5: Development Standards, and Article 6: Environmental Standards;
- The plat complies with all conditions of approval in any development approval or permit to which it is subject;
- The plat conforms to the requirements of Chapter 177, Florida Statutes before recordation and per the review and determination of the City Surveyor;
- The plat conforms to any development plan (major or minor) to which it is a part; and
- The plat complies with all other applicable standards in this LDC and all other City regulations.

PUBLIC HEARING SCHEDULE:

September 12, 2023 - Planning Commission (5:30 P.M.)
March 6, 2024 - City Council (1:30 P.M.)

FUNDING SOURCE:
Not applicable.

RECOMMENDED MOTION:

Development Review Committee:

Recommends approval of The Ridge – Plat.

Planning Commission:

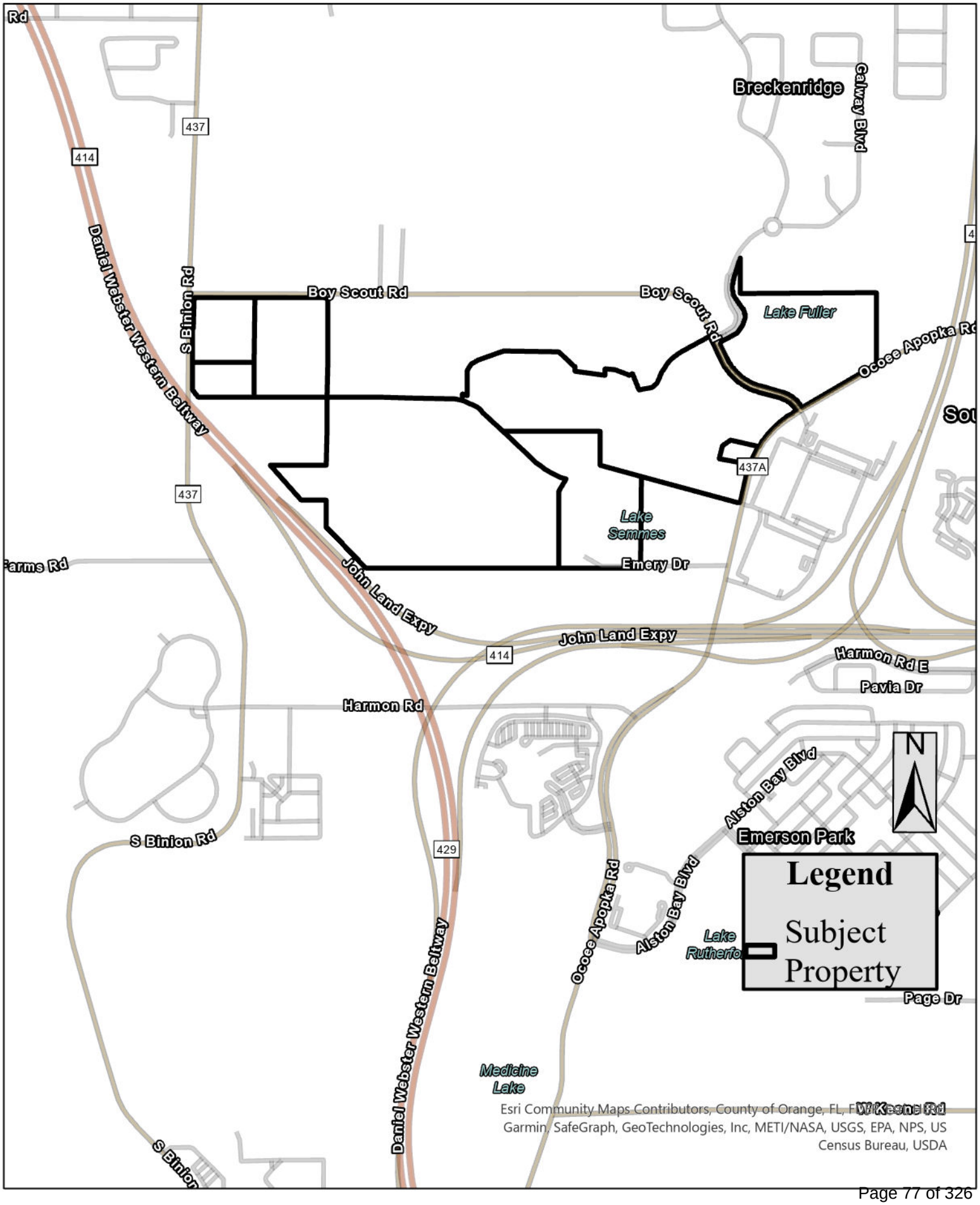
At its meeting on September 12, 2023, the Planning Commission unanimously recommended approval of The Ridge – Plat, subject to the findings in the staff report.

Recommended Motion – City Council:

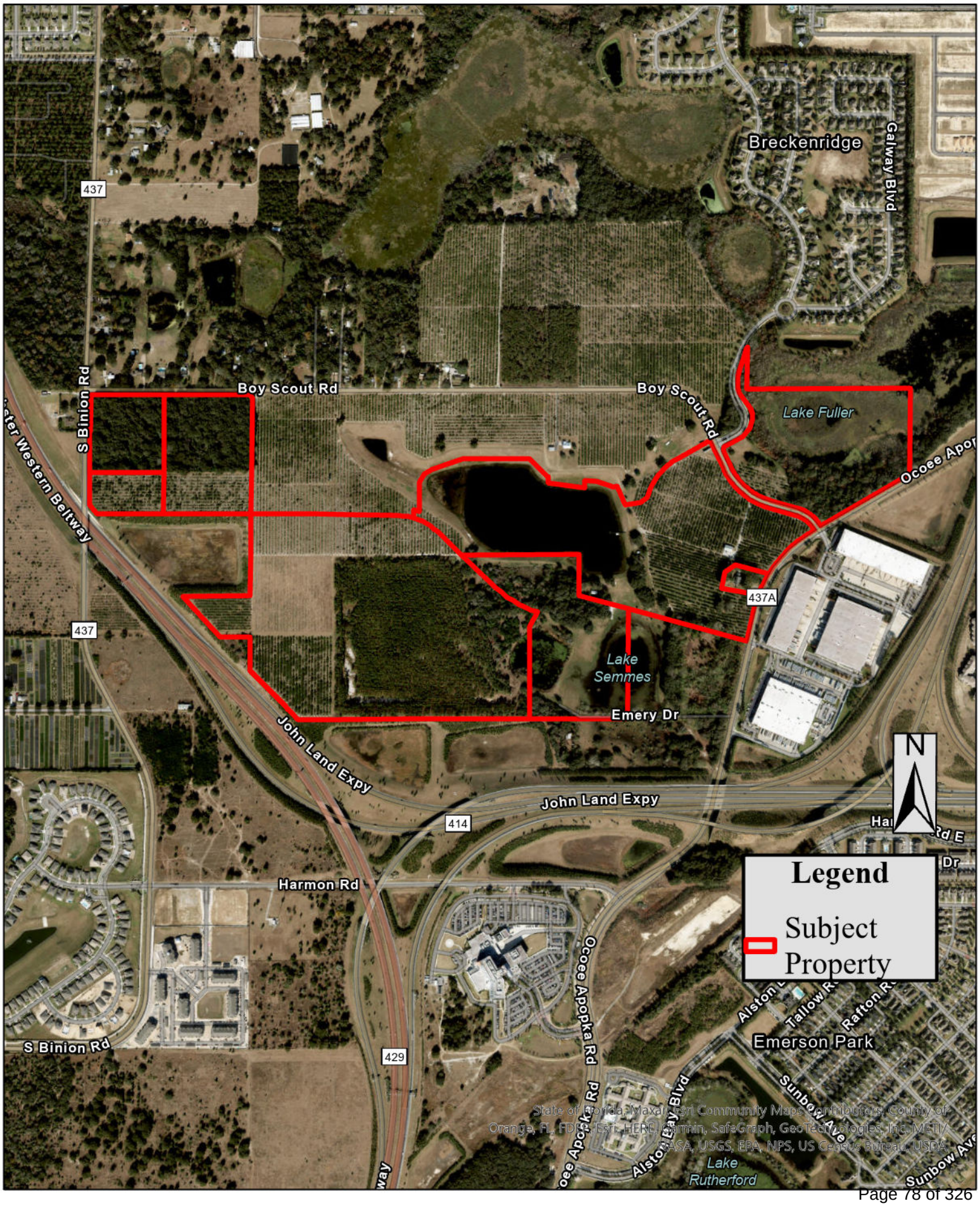
Approve The Ridge – Plat, subject to the findings in the staff report.

ATTACHMENTS:
1. Maps
2. The Ridge - Plat

Vicinity

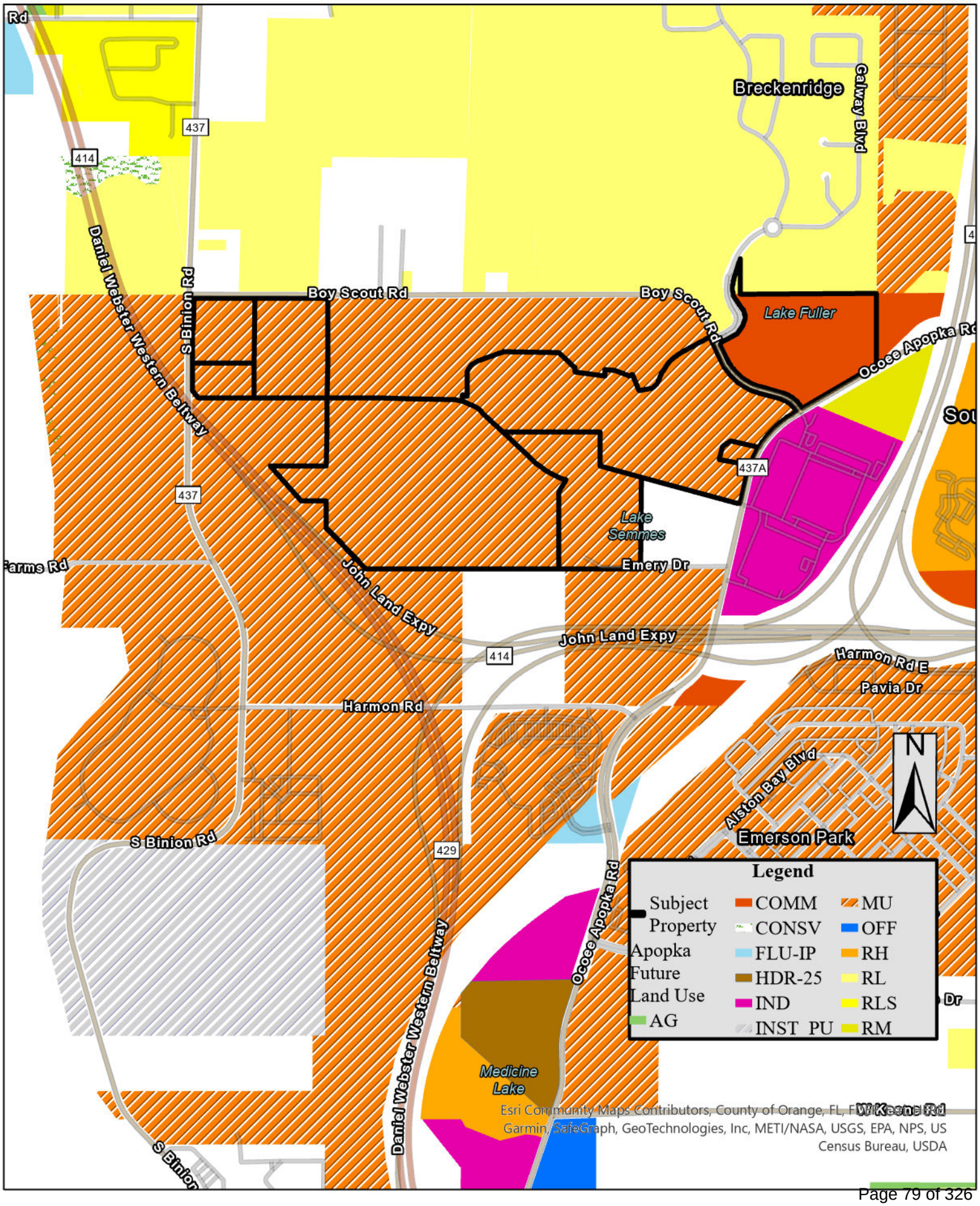

Rd
Breckenridge
Galway Blvd
437
414
Daniel Webster Western Beltway
S Binion Rd
Boy Scout Rd
Boy Scout Rd
Lake Fuller
Ocoee Apopka Rd
437A
437
Lake Semmes
Emery Dr
Farms Rd
John Land Expy
John Land Expy
414
Harmon Rd E
Pavia Dr
Harmon Rd
N
Alston Bay Blvd
Emerson Park
S Binion Rd
429
Ocoee Apopka Rd
Alston Bay Blvd
Legend
Subject Property
Page Dr
Medicine Lake
Daniel Webster Western Beltway
W Kaley St
S Binion
Esri Community Maps Contributors, County of Orange, FL, FDOT, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Aerial

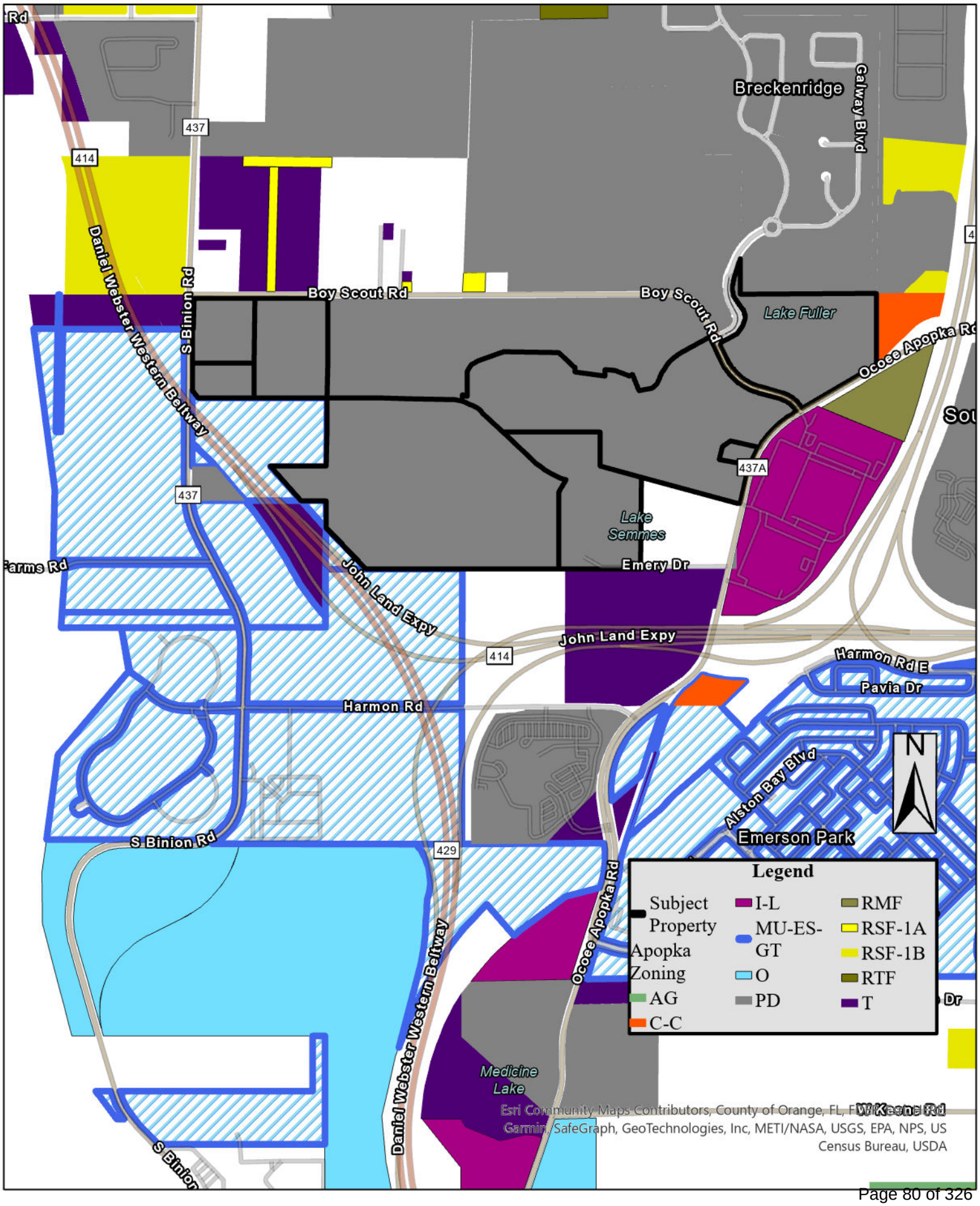


State of Florida, Maxar, Esri Community Maps Contributors, County of Orange, FL, FDOT, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Future Land Use



Zoning


Breckenridge
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Daniel Webster Western Beltway
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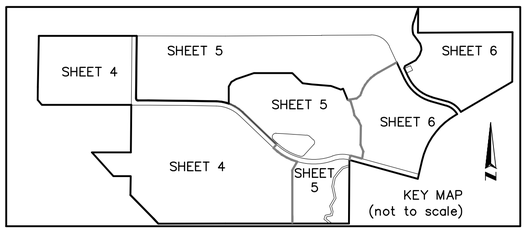
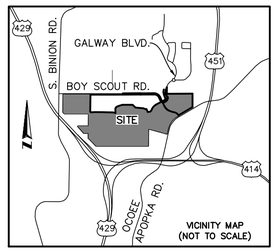
Boy Scout Rd
Boy Scout Rd
Lake Fuller
Ocoee Apopka Rd
437A
437
Lake Semmes
Emery Dr
John Land Expy
John Land Expy
414
Harmon Rd E
Pavia Dr
Harmon Rd
Alston Bay Blvd
Emerson Park
S Binion Rd
429
Ocoee Apopka Rd
Daniel Webster Western Beltway
Medicine Lake
Legend
Subject Property
Apopka Zoning
AG
C-C
I-L
MU-ES-GT
O
PD
RMF
RSF-1A
RSF-1B
RTF
T
Esri Community Maps Contributors, County of Orange, FL, FDOT, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

RIDGE

A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 21 SOUTH, RANGE 28 EAST, CITY OF APOPKA, ORANGE COUNTY, FLORIDA





SHEET INDEX

SHEET 1 OF 6 – DEDICATION
SHEET 2 OF 6 – NOTES, LEGEND & LEGAL DESCRIPTION
SHEET 3 OF 6 – BOUNDARY INFORMATION
SHEETS 4–6 OF 6 LOT & TRACT GEOMETRY

IN WITNESS WHEREOF, the undersigned Apopka Centerline Development, LLC, a Florida limited liability company has caused these presents to be executed and acknowledged by its undersigned Officer thereunto duly authorized on this _____ day of _____ 2024.

By: Centerline Capital Advisors, LLC, a Florida limited liability company, its Authorized Member

Signed and sealed in the presence of:

By: _____

Printed Name of Witness

By: _____

Printed Name of Witness

By: _____
Craig S. Perry
Printed Name:
Manager
Title:

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me, by means of [ ] physical presence or [ ] online notarization, this ___ day of _____, 2024, by Craig S. Perry as Manager of Centerline Capital Advisors, LLC, a Florida limited liability company, the Authorized Member of Apopka Centerline Development, LLC, a Florida limited liability company, on behalf of the company, who is [ ] is personally known to me or [ ] has produced _____as identification.

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT
NOTARY PUBLIC _____

Printed Name: _____

Commission No.: _____

My Commission Expires: _____

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

IN WITNESS WHEREOF, the undersigned Apopka Development Opportunity, LLC, a Delaware Limited Liability Company has caused these presents to be executed and acknowledged by its undersigned Officer thereunto duly authorized on this _____ day of _____ 2024.

By: Reserve at the Ridge, LLC a Delaware limited liability company, its sole Member

By: Apopka Development Opportunity, Joint Venture, LLC, a Delaware limited liability company, its sole Member

Signed and sealed in the presence of:

By: _____

Printed Name of Witness

By: _____

Printed Name of Witness

By: _____
Craig S. Perry
Printed Name:
Manager
Title:

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me, by means of [ ] physical presence or [ ] online notarization, this ___ day of _____, 2024, by Craig S. Perry as Manager of Apopka Development Opportunity Joint Venture, LLC, a Delaware limited liability company, as Sole Member of Reserve at the Ridge, LLC, a Delaware limited liability company, as Sole Member of Apopka Development Oportunity, LLC, a Delaware limited liability company, on behalf of the companies, who is [ ] is personally known to me or [ ] has produced _____ as identification.

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

NOTARY PUBLIC

Printed Name: _____

Commission No.: _____

My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned Ridge 429 Owner, LLC, a Delaware limited liability company has caused these presents to be executed and acknowledged by its undersigned Officer thereunto duly authorized on this _____ day of _____ 2024.

By: Ridge 429 Owner, LLC, a Delaware limited liability company

Signed and sealed in the presence of:

By: _____

Printed Name of Witness

By: _____

Printed Name of Witness

By: _____
Steven E. McCraney
Printed Name:
Manager
Title:

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me, by means of [ ] physical presence or [ ] online notarization, this ___ day of _____, 2024, by Steven E. McCraney, as Manager of Ridge 429 Owner, LLC, a Delaware limited liability company, on behalf of the company, who is [ ] is personally known to me or [ ] has produced _____as identification.

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

NOTARY PUBLIC

Printed Name: _____

Commission No.: _____

My Commission Expires: _____

MORTGAGEE:
KNOW ALL MEN BY THESE PRESENTS:
That City National Bank Of Florida, a Florida Banking Corporation, the owner and holder of that Certain Mortgage, Assignment Of Rents, Security Agreement executed by Apopka Development Opportunity A Florida limited liability company, Mortgagor, in favor of City National Bank Of Florida, a Florida Banking Corporation, Mortgagee, dated _____, Recorded on _____ under Instrument Number _____ together with UCC Financing Statement Recorded under instrument Number _____ all of the Public Records of _____ does hereby consent to this plat and joins in the above dedications.

In Witness Whereof:
That said City National Bank of Florida, a Florida Banking Corporation, has caused these presents to be signed for and on its behalf by _____, Its _____ and its Corporate Seal to be hereunto affixed in the presence of these two witnesses, This _____ of _____, A.D. 2024.

City National Bank of Florida
A Florida Banking Corporation

By: _____
Signature

Print Name

Print Title

Witnesses:

_____ _____

Print Name Print Name

Acknowledgement:
State Of Florida
County Of _____ S.S

I hereby certify: that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, _____ as _____ of City National Bank of Florida, a Florida Banking Corporation, who is personally known to me or who has produced _____ as identification and who executed the foregoing instrument and acknowledged that the execution thereof to be his free act and deed as such officer for the purposes therein expressed and who did not take an oath.

Witness My Hand and Official Seal This _____ of _____ A.D. 2024.

_____
Signature Of Person Taking Acknowledgement

Printed Name of Acknowledger: _____

Notary Public State Of: _____

Commission Number: _____

My Commission Expires: _____

Notary Seal

City National Bank of Florida
A Florida Banking Corporation
Seal

CONSENT BY COMMUNITY DEVELOPMENT DISTRICT:

KNOW ALL MEN BY THESE PRESENTS:

THE RIDGE AT APOPKA COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ORGANIZED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, HAVING A RIGHT AND INTEREST IN THE PROPERTY, WHICH IS THE SUBJECT OF THIS PLAT, PURSUANT TO THAT CERTAIN ORDINANCE NO.2859 DULY PASSED AND ADOPTED ON SEPTEMBER 8, 2021 BY THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA EFFECTIVE SEPTEMBER 8, 2021 AND THAT CERTAIN NOTICE OF ESTABLISHMENT OF THE RIDGE AT APOPKA COMMUNITY DEVELOPMENT DISTRICT DATED SEPTEMBER 16, 2021 UNDER DOCUMENT NUMBER 20210567815 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND AS AMENDED PURSUANT TO THAT CERTAIN ORDINANCE NO. 2948 DULY PASSED AND ADOPTED ON AUGUST 3, 2022 BY THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA EFFECTIVE AUGUST 3, 2022, DOES HEREBY CONSENT TO THIS PLAT AND JOINS IN THE FOREGOING DEDICATIONS.

IN WITNESS WHEREOF:

THAT RIDGE AT APOPKA COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ORGANIZED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON BEHALF OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED ON THIS _____DAY OF _____, A.D. 2024.

By: _____
Signature

Print Name:

Print Title:

By: _____

Printed Name of Witness

By: _____

Printed Name of Witness

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me, by means of [ ] physical presence or [ ] online notarization, this ___ day of ___, 2024, _____by Craig S. Perry as Manager of Apopka Centerline Development, LLC, a Florida limited liability company, on behalf of the company, who is [ ] is personally known to me or [ ] has produced _____as identification.

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

NOTARY PUBLIC _____

Printed Name: _____

Commission No.: _____

My Commission Expires: _____

ALLEN & COMPANY
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SURVEYING • MAPPING
GEOSPATIAL SERVICES
www.allen-company.com
LICENSED BUSINESS #6723
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355 FAX (407) 654-5356

PLAT BOOK_____ PAGE _____

RIDGE

D E D I C A T I O N

KNOW ALL MEN BY THESE PRESENTS, That the undersigned named below, being the owners in fee simple of all of the lands described in the foregoing caption to this plat, hereby dedicate said lands and plat for the uses and purposes therein expressed and dedicates the utility easements to the perpetual use of the public.

Tract RW–1 (Right–of–Way), Tract RW–2 (Additional Right–of–Way) and Tract LS–1 (Lift Station) are hereby dedicated in fee simple to City of Apopka without any restriction whatsoever. City ownership of these Tracts and any improvements thereon vests upon approval of this Plat by the City Council of Apopka. Recording of this Plat shall act as conveyance to the City and no further instrument shall be necessary to vest fee simple title in the City as aforementioned.

IN WITNESS WHEREOF Troy S. Bronson, as to a life estate, as more particularly set forth in that certain deed recorded in Instrument No. 20210774118, of the Public Records of Orange County, Florida has executed this Dedication in the manner provided by law this day of_____2024.

Signed and sealed and delivered in our presence as witnesses:

_____
Signature:

Printed Name:

_____
Signature:

Printed Name:

OWNER: _____,
Troy S. Bronson

_____
Signature:

Printed Name:

State of Florida, County of _____

The foregoing instrument was acknowledged before me, by means of [ ] physical presence or [ ] online notarization,this _____ day of _____, 2024, by Troy S. Branson, such person [ ] is personally known to me or [ ] has produced _____as identification.

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

NOTARY PUBLIC

Printed Name: _____

Commission No.: _____

My Commission Expires:_____

CERTIFICATE OF APPROVAL
BY APOPKA PLANNING COMMISSION

Examined and Approved _____
Chairman Date

CERTIFICATE OF APPROVAL
BY CITY ENGINEER

Examined and Approved _____
Richard Earp Date

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, that on_____ the foregoing plat was approved by the Municipality

_____
Mayor

Attest:

City Clerk

CERTIFICATE OF REVIEW BY REVIEWING SURVEYOR

Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for conformity to Chapter 177 Part 1 of the Florida Statutes and that said plat complies with the technical requirements of that chapter; provided however, that my review does not include field verification of any of the coordinates, points or measurements shown on this plat.

Signed:_____ Date_____

Printed Name: Edwin Munoz Jr., P.S.M.
Registration Number 7288

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, that I the undersigned, being a licensed surveyor and mapper, do hereby certify that on _____ completed the survey of the lands as shown in the foregoing plat or plan: that said plat is a true and correct representation of the lands surveyed and platted and was prepared under my direction and supervision; that permanent reference monuments have been placed as shown thereon; and this plat complies with all the survey requirements of Chapter 177, Florida Statutes; and that said land is located in the City of Apoka, Orange County, Florida.

By: _____ Date: _____

James L. Rickman P.S.M. # 5633

Allen & Company
Licensed Business # 6723
16 East Plant Street
Winter Garden, Florida 34787

CERTIFICATE OF COUNTY COMPTROLLER

I HEREBY CERTIFY, that the foregoing plat was recorded in the Orange County Official Records on _____ as Doc.# _____

County Comptroller in and for Orange County, Florida.

By_____

RIDGE

A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 21 SOUTH, RANGE 28 EAST, CITY OF APOPKA, ORANGE COUNTY, FLORIDA

PLAT BOOK_____ PAGE _____

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 18–21–28 AS BEING AN ASSUMED BEARING OF SOUTH 89°58'43" EAST.
2. ALL LOT LINES INTERSECTING CURVES ARE RADIAL, UNLESS OTHERWISE NOTED NON–RADIAL (NR).
3. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION AND DATA SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
4. TRACT C–1 (CONSERVATION AREA TRACT AND UPLAND BUFFER) SHALL TO BE OWNED BY THE RIDGE AT APOPKA COMMUNITY DEVELOPMENT DISTRICT (CDD) WITH DEVELOPMENT RIGHTS DEDICATED TO ST. JOHNS RIVER WATER MANAGEMENT DISTRICT. NO CLEARING, GRADING OR ALTERATION IS PERMITTED WITHOUT APPROVAL BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.
5. TRACT R–1 (RECREATION/STORMWATER POND TRACT) SHALL BE OWNED AND MAINTAINED BY CDD.
6. TRACTS SW–1 AND SW–2 (STORMWATER TRACTS) SHALL BE OWNED AND MAINTAINED BY THE CDD.
7. TRACT OS–1 (OPEN SPACE TRACT) SHALL BE OWNED AND MAINTAINED BY THE CDD.
8. THE ACCESS EASEMENT OVER A PORTION OF TRACT R–1 IS DEDICATED TO AND MAINTAINED BY THE CDD.

LEGEND:

OR	Official Records Book
PG(S).	page(s)
PC	point of curvature
PT	point of tangency
PI	point of intersection
PRC	point of reverse curvature
R/W	right–of–way
CCR #	Certified Corner Record Number
■	set 4" x 4" concrete monument LB 6723 permanent reference monument (P.R.M.) unless otherwise noted
◎	set nail and disk stamped LB 6723 permanent reference monument (P.R.M.)
⊡	found 4" x 4" concrete monument LB 7153 permanent reference monument (P.R.M.), unless otherwise noted
ID	identification
NR	non–radial
NT	non–tangent
P.B.	Plat Book
DB	Deed Book
L.B.	licensed business
◉	set nail & disk, LB #6723 permanent control point (P.C.P.)
℄	centerline
LLC	limited liability company
SRB	State Road Book
	change in direction along lot & right–of–way lines
	limited access right–of–way line
U.E.	utility easement
CDD	Community Development District
ELY	Easterly
NLY	Northerly
WLY	Westerly
SLY	Southerly
R=	Radius
CB=	Chord Bearing
C=	Chord Length
Δ	Central Angle
L=	Arc Length
(OA)	Overall

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LEGAL DESCRIPTION

PARCEL 1

A PARCEL OF LAND COMPRISING PORTIONS OF SECTIONS 17 AND 18, TOWNSHIP 21 SOUTH, RANGE 28 EAST, CITY OF APOPKA, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 17; THENCE RUN SOUTH 00°00'38" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 17 FOR A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT–OF–WAY LINE OF BOY SCOUT ROAD, AS MONUMENTED AND MAINTAINED, ALSO BEING A POINT ON THE NORTH LINE OF BRONSON'S RIDGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 112, PAGES 131 THROUGH 135 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 89°43'16" EAST ALONG SAID SOUTH RIGHT–OF–WAY LINE AND SAID NORTH LINE FOR A DISTANCE OF 1345.56 FEET; THENCE CONTINUE ALONG SAID SOUTH RIGHT–OF–WAY LINE ACCORDING TO OFFICIAL RECORDS BOOK 1133, PAGE 608 OF SAID PUBLIC RECORDS AND SAID NORTH LINE THE FOLLOWING COURSES: NORTH 89°43'16" EAST FOR A DISTANCE OF 691.45 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 282.10 FEET WITH A CHORD BEARING OF SOUTH 57°37'34" EAST AND A CHORD DISTANCE OF 304.41 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 65°18'17" FOR A DISTANCE OF 321.53 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN SOUTH 24°58'39" EAST FOR A DISTANCE OF 241.59 FEET TO THE MOST EASTERLY CORNER OF SAID BRONSON'S RIDGE AND THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE OF BRONSON'S RIDGE RUN ALONG SAID SOUTHERLY RIGHT–OF–WAY LINE THE FOLLOWING COURSES: SOUTH 24°58'39" EAST FOR A DISTANCE OF 258.86 FEET TO POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 571.26 FEET WITH A CHORD BEARING OF SOUTH 49°46'08" EAST AND A CHORD DISTANCE OF 479.08 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°34'58" FOR A DISTANCE OF 494.36 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 74°33'37" EAST FOR A DISTANCE OF 220.12 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 260.75 FEET WITH A CHORD BEARING OF SOUTH 52°27'06" EAST AND A CHORD DISTANCE OF 196.27 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°13'02" FOR A DISTANCE OF 201.23 FEET TO A POINT ON THE NON TANGENT WESTERLY RIGHT–OF–WAY LINE OF OCOEE–APOPKA ROAD, COUNTY ROAD 437A, ACCORDING TO ORLANDO–ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT–OF–WAY MAP PROJECT NUMBER 429–200; THENCE RUN THE FOLLOWING COURSES ALONG SAID WESTERLY RIGHT–OF–WAY LINE: SOUTH 59°38'41" WEST FOR A DISTANCE OF 31.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 984.93 FEET WITH A CHORD BEARING OF SOUTH 36°16'07" WEST AND A CHORD DISTANCE OF 781.57 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°45'08" FOR A DISTANCE OF 803.68 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 12°53'33" WEST FOR A DISTANCE OF 264.64 FEET; THENCE DEPARTING SAID WESTERLY RIGHT–OF–WAY LINE RUN NORTH 74°37'52" WEST FOR A DISTANCE OF 991.60 FEET; THENCE RUN SOUTH 00°22'08" WEST FOR A DISTANCE OF 886.88 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 17; THENCE RUN NORTH 89°59'43" WEST ALONG SAID SOUTH LINE AND THE NORTHERLY LIMITED ACCESS RIGHT–OF–WAY LINE OF STATE ROAD 414, APOPKA EXPRESSWAY ACCORDING TO ORLANDO–ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT–OF–WAY MAP, PROJECT NO. 429–200 FOR A DISTANCE OF 1728.15 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 17 AND THE SOUTHEAST CORNER OF AFORESAID SECTION 18; THENCE RUN SOUTH 89°54'43" WEST ALONG THE SOUTH LINE OF SAID SECTION 18 AND SAID NORTHERLY LIMITED ACCESS RIGHT–OF–WAY LINE OF STATE ROAD 414, APOPKA EXPRESSWAY FOR A DISTANCE OF 936.11 FEET TO A POINT ON THE EASTERLY LIMITED ACCESS RIGHT–OF–WAY LINE OF STATE ROAD 429, WESTERN BELTWAY ACCORDING TO OFFICIAL RECORDS BOOK 9046, PAGE 4349 AND OFFICIAL RECORDS BOOK 9398, PAGE 1729 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES ALONG SAID EASTERLY LIMITED ACCESS RIGHT–OF–WAY LINE: NORTH 43°34'16" WEST FOR A DISTANCE OF 104.57 FEET TO A POINT ON A NON–TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 14808.00 FEET WITH A CHORD BEARING OF NORTH 44°26'37" WEST AND A CHORD DISTANCE OF 451.84 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°44'54" FOR A DISTANCE OF 451.86 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN NORTH 00°33'55" EAST FOR A DISTANCE OF 264.76 FEET; THENCE RUN SOUTH 89°58'55" WEST FOR A DISTANCE OF 241.14 FEET; THENCE RUN NORTH 42°01'34" WEST FOR A DISTANCE OF 446.22 FEET; THENCE RUN NORTH 89°57'09" EAST FOR A DISTANCE OF 543.15 FEET; THENCE RUN NORTH 00°33'55" EAST FOR A DISTANCE OF 663.72 FEET; THENCE RUN SOUTH 89°58'47" WEST FOR A DISTANCE OF 1250.31 FEET; THENCE RUN NORTH 38°59'13" WEST FOR A DISTANCE OF 91.06 FEET TO A POINT ON THE EAST RIGHT–OF–WAY LINE OF BINION ROAD ACCORDING TO STATE ROAD BOOK 1, PAGE 40 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 00°14'15" EAST FOR A DISTANCE OF 742.29 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 5689.65 FEET WITH A CHORD BEARING OF NORTH 00°59'41" EAST AND A CHORD DISTANCE OF 150.42 FEET; THENCE RUN NORTHERLY ALONG SAID EAST RIGHT–OF–WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°30'53" FOR A DISTANCE OF 150.42 FEET TO A POINT ON AFORESAID SOUTHERLY RIGHT–OF–WAY LINE OF AFORESAID BOY SCOUT ROAD ACCORDING TO OFFICIAL RECORDS BOOK 1076, PAGE 548 OF AFORESAID PUBLIC RECORDS; THENCE RUN SOUTH 89°58'43" EAST ALONG SAID SOUTHERLY RIGHT–OF–WAY LINE ACCORDING OFFICIAL RECORDS BOOK 1076, PAGE 548 AND OFFICIAL RECORDS BOOK 1133, PAGE 608 OF SAID PUBLIC RECORDS FOR A DISTANCE OF 1411.05 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 35.00 FEET, A CHORD BEARING OF SOUTH 45°17'33" WEST AND A CHORD DISTANCE OF 49.26 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT–OF–WAY LINE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°27'28" FOR A DISTANCE OF 54.65 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 00°33'49" WEST FOR A DISTANCE OF 810.75 FEET TO THE POINT OF CURVATURE OF A NORTHEASTERLY HAVING A RADIUS OF 55.00 FEET, A CHORD BEARING OF SOUTH 44°42'31" EAST AND A CHORD DISTANCE OF 78.15 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°32'40" FOR A DISTANCE OF 86.92 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 89°58'51" EAST FOR A DISTANCE OF 128.63 FEET TO THE POINT OF CURVATURE OF CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 30065.00 FEET, A CHORD BEARING OF SOUTH 89°28'20" EAST AND A CHORD DISTANCE OF 533.99 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°01'04" FOR A DISTANCE OF 534.00 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 88°57'48" EAST FOR A DISTANCE OF 403.65 FEET TO THE POINT OF CURVATURE OF CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 544.50 FEET, A CHORD BEARING OF SOUTH 79°40'53" EAST AND A CHORD DISTANCE OF 175.65 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°33'50" FOR A DISTANCE OF 176.42 FEET TO A NON–TANGENT POINT ON THE SOUTHERLY LINE OF AFORESAID BRONSON'S RIDGE; THENCE RUN ALONG SAID SOUTHERLY LINE THE FOLLOWING COURSES: NORTH 00°03'18" EAST FOR A DISTANCE OF 238.05 FEET; THENCE RUN NORTH 28°41'04" EAST FOR A DISTANCE OF 73.35 FEET; THENCE RUN NORTH 60°11'31" EAST FOR A DISTANCE OF 79.12 FEET; THENCE RUN NORTH 71°09'55" EAST FOR A DISTANCE OF 261.11 FEET; THENCE RUN SOUTH 89°53'27" EAST FOR A DISTANCE OF 536.22 FEET; THENCE RUN SOUTH 45°36'26" EAST FOR A DISTANCE OF 203.03 FEET; THENCE RUN SOUTH 83°27'57" EAST FOR A DISTANCE OF 130.71 FEET; THENCE RUN SOUTH 85°25'10" EAST FOR A DISTANCE OF 268.38 FEET; THENCE RUN SOUTH 69°38'20" EAST FOR A DISTANCE OF 144.79 FEET; THENCE RUN NORTH 71°32'09" EAST FOR A DISTANCE OF 34.37 FEET; THENCE RUN SOUTH 22°27'50" EAST FOR A DISTANCE OF 167.34 FEET; THENCE RUN NORTH 80°59'34" EAST FOR A DISTANCE OF 127.19 FEET; THENCE RUN NORTH 50°22'51" EAST FOR A DISTANCE OF 66.34 FEET; THENCE RUN NORTH 18°30'04" EAST FOR A DISTANCE OF 34.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 505.00 FEET, A CHORD BEARING OF NORTH 39°46'19" EAST AND A CHORD DISTANCE OF 366.41 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°32'31" FOR A DISTANCE OF 374.96 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 61°02'34" EAST FOR A DISTANCE OF 300.88 FEET TO THE POINT OF BEGINNING.

CONTAINS 195.62 ACRES MORE OR LESS.

TOGETHER WITH

PARCEL 2

A PARCEL OF LAND COMPRISING A PORTION OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 28 EAST, CITY OF APOPKA, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SOUTHWEST 1/4 OF AFORESAID SECTION 17; THENCE RUN NORTH 89°43'16 EAST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 2622.09 FEET TO A POINT ON THE EASTERLY RIGHT–OF–WAY LINE OF GALWAY BOULEVARD, BRECKENRIDGE PHASE 1, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 64, PAGES 74 THROUGH 81 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING, BEING A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 300.00 FEET WITH A CHORD BEARING OF NORTH 03°29'44" EAST AND A CHORD DISTANCE OF 150.01 FEET; THENCE RUN THE FOLLOWING COURSES ALONG SAID EASTERLY RIGHT–OF–WAY LINE: THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°57'23" FOR A DISTANCE OF 151.62 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 17°58'25" EAST FOR A DISTANCE OF 149.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 405.00 FEET WITH A CHORD BEARING OF NORTH 21°32'19" EAST AND A CHORD DISTANCE OF 50.37 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°07'48" FOR A DISTANCE OF 50.40 FEET TO A NON TANGENT POINT LYING ON THE WEST LINE OF THE NORTHEAST 1/4 OF AFORESAID SECTION 17; THENCE DEPARTING SAID EASTERLY RIGHT–OF–WAY LINE RUN SOUTH 00°44'46" WEST ALONG SAID WEST LINE OF THE NORTHEAST 1/4 OF SECTION 17 FOR A DISTANCE OF 338.71 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 17; THENCE RUN NORTH 89°43'16" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 FOR A DISTANCE OF 1322.50 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SOUTHEAST 1/4 OF SECTION 17; THENCE RUN SOUTH 00°26'42" WEST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17 FOR A DISTANCE OF 690.44 FEET TO A POINT ON THE WESTERLY RIGHT–OF–WAY LINE OF OCOEE–APOPKA ROAD, COUNTY ROAD 437–A, ACCORDING TO THE ORLANDO–ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT–OF–WAY MAP, PROJECT NO. 429–200 AND A POINT ON A NON TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 375.87 FEET WITH A CHORD BEARING OF SOUTH 56°26'10" WEST AND A CHORD DISTANCE OF 42.08 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID WESTERLY RIGHT–OF–WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°25'02" FOR A DISTANCE OF 42.10 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 59°38'41" WEST ALONG SAID WESTERLY RIGHT–OF–WAY LINE FOR A DISTANCE OF 791.31 FEET TO A POINT ON THE NORTHERLY RIGHT–OF–WAY LINE OF BOY SCOUT ROAD, ACCORDING TO OFFICIAL RECORDS BOOK 1133, PAGE 608 OF AFORESAID PUBLIC RECORDS AND A POINT ON A NON TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 320.75 FEET WITH A CHORD BEARING OF NORTH 52°27'10" WEST AND A CHORD DISTANCE OF 241.42 FEET; THENCE RUN THE FOLLOWING COURSES ALONG SAID NORTHERLY RIGHT–OF–WAY LINE OF BOY SCOUT ROAD: THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°12'53" FOR A DISTANCE OF 247.52 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 74°33'37" WEST FOR A DISTANCE OF 220.12 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 511.26 FEET WITH A CHORD BEARING OF NORTH 49°46'08" WEST AND A CHORD DISTANCE OF 428.76 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°34'58" FOR A DISTANCE OF 442.44 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 24°58'39" WEST FOR A DISTANCE OF 141.70 FEET TO A POINT ON AFORESAID EASTERLY RIGHT–OF–WAY LINE OF GALWAY BOULEVARD; THENCE RUN THE FOLLOWING COURSES ALONG SAID EASTERLY RIGHT–OF–WAY LINE: THENCE NORTH 16°33'33" EAST FOR A DISTANCE OF 30.96 FEET; THENCE RUN NORTH 61°41'11" EAST FOR A DISTANCE OF 173.78 FEET; THENCE RUN NORTH 36°05'04" EAST FOR A DISTANCE OF 90.60 FEET; THENCE RUN NORTH 19°14'42" EAST FOR A DISTANCE OF 74.95 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 213.50 FEET WITH A CHORD BEARING OF NORTH 12°56'36" WEST AND A CHORD DISTANCE OF 93.42 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°16'34" FOR A DISTANCE OF 94.19 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN NORTH 36°19'00" WEST FOR A DISTANCE OF 153.53 FEET TO A POINT ON A NON–TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 300.00 FEET WITH A CHORD BEARING OF NORTH 13°25'27" WEST AND A CHORD DISTANCE OF 25.56 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°52'59" FOR A DISTANCE OF 25.57 FEET TO THE POINT OF BEGINNING.

CONTAINS 29.21 ACRES MORE OR LESS.

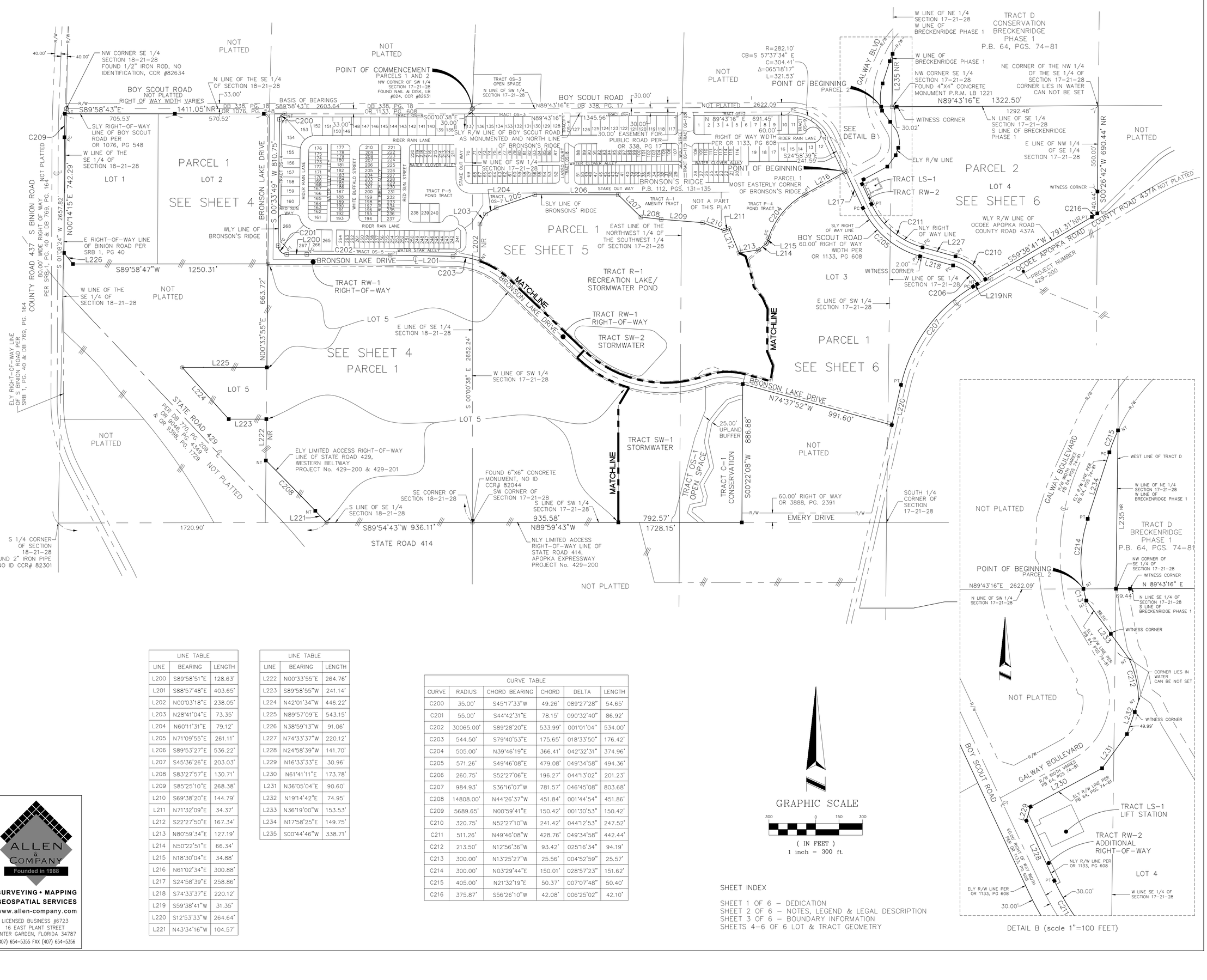
SHEET INDEX

SHEET 1 OF 6 – DEDICATION
SHEET 2 OF 6 – NOTES, LEGEND & LEGAL DESCRIPTION
SHEET 3 OF 6 – BOUNDARY INFORMATION
SHEETS 4–6 OF 6 LOT & TRACT GEOMETRY

RIDGE

A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 21 SOUTH, RANGE 28 EAST, CITY OF APOPKA, ORANGE COUNTY, FLORIDA

PLAT BOOK____ PAGE ____


NW CORNER SE 1/4 SECTION 18-21-28 FOUND 1/2" IRON ROD, NO IDENTIFICATION, CCR #82634
BOY SCOUT ROAD NOT PLATTED RIGHT OF WAY WIDTH VARIES
S89°58'43"E 1411.05'NR
705.53'
570.52'
SLY RIGHT-OF-WAY LINE OF BOY SCOUT ROAD PER OR 1076, PG 548
W LINE OF THE SE 1/4 OF SECTION 18-21-28
LOT 1
PARCEL 1
LOT 2
SEE SHEET 4
N00°14'15"E 742.29'
N00°14'15"E 2657.82'
E RIGHT-OF-WAY LINE OF BINION ROAD PER SRB 1, PG 40
S 01°08'24" W
L226
S89°58'47"W 1250.31'
COUNTY ROAD 437 S BINION ROAD 80.00' WIDE RIGHT OF WAY PER SRB 1, PG. 40 & DB 769, PG. 164
NOT PLATTED
W LINE OF THE SE 1/4 OF SECTION 18-21-28
N00°33'55"E 663.72'
ELY RIGHT-OF-WAY LINE OF S BINION ROAD PER SRB 1, PG. 40 & DB 769, PG. 164
L225
L224
LOT 5
STATE ROAD 429 PER DB 770 PG 209, & OR 9346, PG 4339 & OR 9398, PG 1729
NOT PLATTED
S 1/4 CORNER OF SECTION 18-21-28 FOUND 2" IRON PIPE NO ID CCR# 82301
1720.90'
N N 1/4 SECTION 18-21-28
N89°43'16"E 2603.64'
DB 338, PG 18 OR 1076, PG 548
N LINE OF THE SE 1/4 OF SECTION 18-21-28
33.00'
POINT OF COMMENCEMENT PARCELS 1 AND 2 NW CORNER OF SW 1/4 SECTION 17-21-28 FOUND NAIL & DISK, LB #024, CCR #82631
BASIS OF BEARINGS
DB 338, PG 18 OR 1133, PG 608
N89°43'16"E
N LINE OF SW 1/4 SECTION 17-21-28
TRACT OS-3 OPEN SPACE
BOY SCOUT ROAD 30.00'
NOT PLATTED
2622.09'
TRACT OS-2
N 89°43'16" E 691.45'
60.00'
TRACT OS-9
R=282.10'
CB=S 57°37'34" E
C=304.41'
Δ=065°18'17"
L=321.53'
POINT OF BEGINNING PARCEL 2
GALWAY BLVD
L235 NR
W LINE OF NE 1/4 SECTION 17-21-28
W LINE OF BRECKENRIDGE PHASE 1
TRACT D CONSERVATION BRECKENRIDGE PHASE 1 P.B. 64, PGS. 74-81
W LINE OF BRECKENRIDGE PHASE 1
NW CORNER SE 1/4 SECTION 17-21-28 FOUND 4"X4" CONCRETE MONUMENT P.R.M. LB 1221
N89°43'16"E 1322.50'
NE CORNER OF THE NW 1/4 OF THE SE 1/4 OF SECTION 17-21-28 CORNER LIES IN WATER CAN NOT BE SET
WITNESS CORNER
30.02'
1292.48'
N LINE OF SE 1/4 SECTION 17-21-28
S LINE OF BRECKENRIDGE PHASE 1
E LINE OF NW 1/4 OF SE 1/4 SECTION 17-21-28
550.00'
S00°26'42"W 690.44' NR
NOT PLATTED
SEE DETAIL B
ELY R/W LINE
TRACT LS-1
TRACT RW-2
PARCEL 2
LOT 4
SEE SHEET 6
WITNESS CORNER
C216
L216
L217
C211
NLY RIGHT OF WAY LINE
L227
C210
L218
WITNESS CORNER
2.00'
W LINE OF SE 1/4 SECTION 17-21-28
L219NR
LOT 3
E LINE OF SW 1/4 SECTION 17-21-28
C206
C207
OCOEE APOPKA ROAD COUNTY ROAD 437A NOT PLATTED
WLY R/W LINE OF OCOEE APOPKA ROAD COUNTY ROAD 437A
S59°38'41"W 791.31'NR
PROJECT NUMBER 429-200
BOY SCOUT ROAD 60.00' RIGHT OF WAY WIDTH PER OR 1133, PG 608
C205
L220
BRONSON LAKE DRIVE
N74°37'52"W 991.60'
POINT OF BEGINNING
PARCEL 1
MOST EASTERLY CORNER OF BRONSON'S RIDGE
L216
C204
TRACT P-4 POND TRACT
L217
L215
L214
L213
L212
L211
L210
L209
L208
L207
L206
L205
L204
L203
L202
L201
C203
TRACT OS-7
TRACT A-1 AMENITY TRACT
NOT A PART OF THIS PLAT
SLY LINE OF BRONSONS' RIDGE
EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17-21-28
PARCEL 1
SEE SHEET 5
BRONSON'S RIDGE P.B. 112, PGS. 131-135
STAKE OUT WAY
WATER CLOVER ALLEY
RIDER RAIN LANE
TRACT OS-5
TRACT OS-6
TRACT OS-8
TRACT OS-4
TRACT OS-1
TRACT OS-10
TRACT OS-11
TRACT OS-12
TRACT OS-13
LASSO COURT
RED SUN STREET
RED SUN WAY
WHITE BUFFALO STREET
WATER STAR ALLEY
TRACT P-5 POND TRACT
BRONSON LAKE DRIVE
TRACT RW-1 RIGHT-OF-WAY
MATCHLINE
BRONSON LAKE DRIVE
TRACT R-1 RECREATION LAKE/ STORMWATER POND
TRACT RW-1 RIGHT-OF-WAY
TRACT SW-2 STORMWATER
MATCHLINE
PARCEL 1
SEE SHEET 6
E LINE OF SE 1/4 SECTION 18-21-28
W LINE OF SW 1/4 SECTION 17-21-28
S 00°00'38" E 2652.24'
SEE SHEET 4
PARCEL 1
LOT 5
L222 NR
L223
C208
NT
ELY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 429, WESTERN BELTWAY PROJECT No. 429-200 & 429-201
FOUND 6"X6" CONCRETE MONUMENT, NO ID CCR# 82044 SW CORNER OF SECTION 17-21-28
SE CORNER OF SECTION 18-21-28
S LINE OF SW 1/4 SECTION 17-21-28
S LINE OF SE 1/4 SECTION 18-21-28
L221
S89°54'43"W 936.11'
935.58'
792.57'
1728.15'
N89°59'43"W
STATE ROAD 414
NLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 414, APOPKA EXPRESSWAY PROJECT No. 429-200
TRACT SW-1 STORMWATER
TRACT OS-1 OPEN SPACE
TRACT C-1 CONSERVATION
25.00' UPLAND BUFFER
S00°22'08"W 886.88'
60.00' RIGHT OF WAY OR 3888, PG. 2391
EMERY DRIVE
SOUTH 1/4 CORNER OF SECTION 17-21-28
NOT PLATTED
NOT PLATTED
NOT PLATTED

RIDGE

A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 21 SOUTH, RANGE 28 EAST, CITY OF APOPKA, ORANGE COUNTY, FLORIDA

PLAT BOOK____ PAGE ____

LINE TABLE		
LINE	BEARING	LENGTH
L51	N43°38'18"E	65.00'
L200	N89°58'51"W	128.63'
L201	S88°57'48"E	403.65'
L202	N00°03'18"E	238.05'
L221	N43°34'16"W	104.57'
L222	N00°33'55"E	264.76'
L223	S89°58'55"W	241.14'
L224	N42°01'34"W	446.22'
L225	N89°57'09"E	543.15'
L226	N38°59'13"W	91.06'

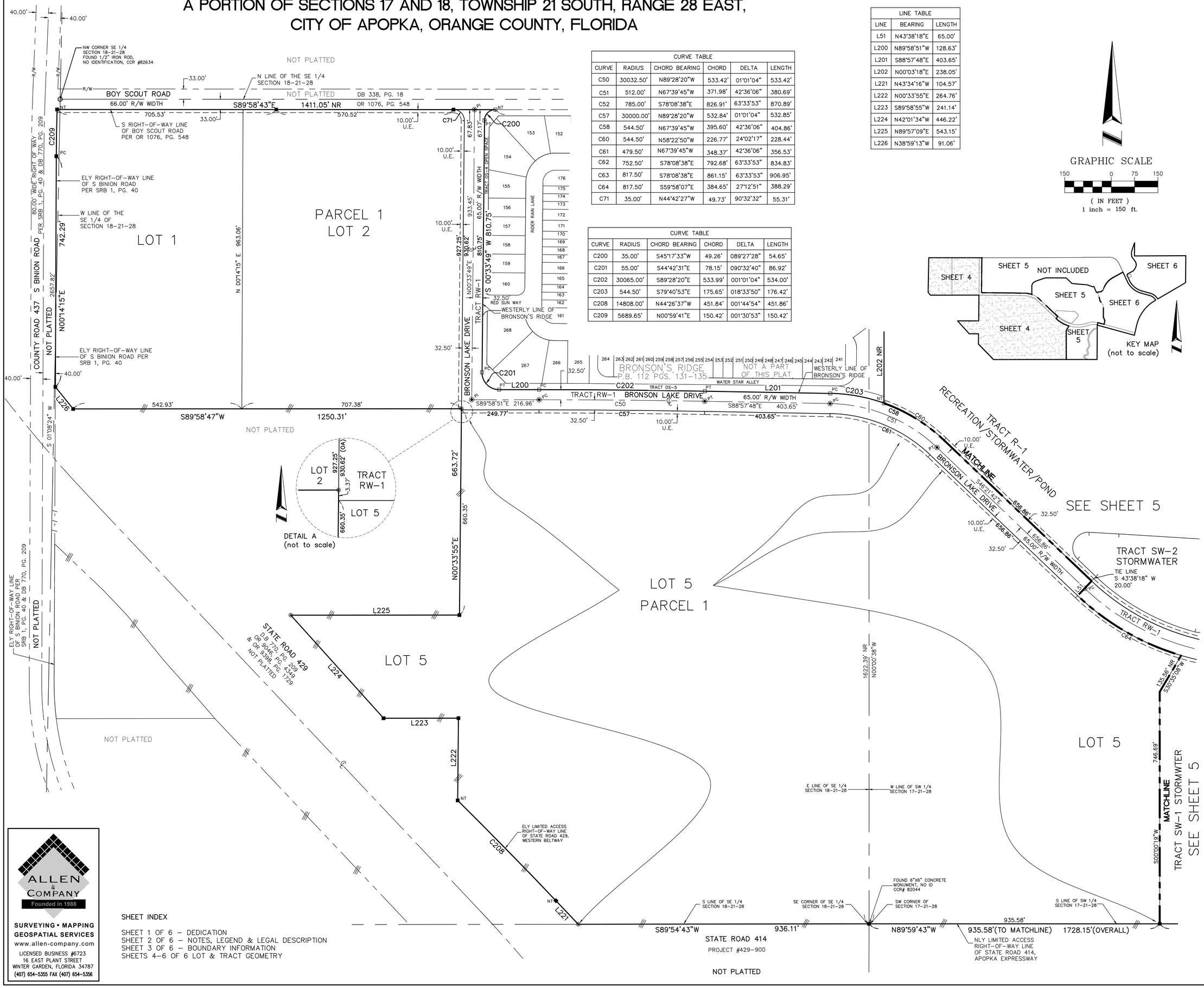
CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C50	30032.50'	N89°28'20"W	533.42'	01°01'04"	533.42'
C51	512.00'	N67°39'45"W	371.98'	42°36'06"	380.69'
C52	785.00'	S78°08'38"E	826.91'	63°33'53"	870.89'
C57	30000.00'	N89°28'20"W	532.84'	01°01'04"	532.85'
C58	544.50'	N67°39'45"W	395.60'	42°36'06"	404.86'
C60	544.50'	N58°22'50"W	226.77'	24°02'17"	228.44'
C61	479.50'	N67°39'45"W	348.37'	42°36'06"	356.53'
C62	752.50'	S78°08'38"E	792.68'	63°33'53"	834.83'
C63	817.50'	S78°08'38"E	861.15'	63°33'53"	906.95'
C64	817.50'	S59°58'07"E	384.65'	27°12'51"	388.29'
C71	35.00'	N44°42'27"W	49.73'	90°32'32"	55.31'

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C200	35.00'	S45°17'33"W	49.26'	089°27'28"	54.65'
C201	55.00'	S44°42'31"E	78.15'	090°32'40"	86.92'
C202	30065.00'	S89°28'20"E	533.99'	001°01'04"	534.00'
C203	544.50'	S79°40'53"E	175.65'	018°33'50"	176.42'
C208	14808.00'	N44°26'37"W	451.84'	001°44'54"	451.86'
C209	5689.65'	N00°59'41"E	150.42'	001°30'53"	150.42'

GRAPHIC SCALE

150 0 75 150

(IN FEET)
1 inch = 150 ft.



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SHEET INDEX

SHEET 1 OF 6 – DEDICATION
SHEET 2 OF 6 – NOTES, LEGEND & LEGAL DESCRIPTION
SHEET 3 OF 6 – BOUNDARY INFORMATION
SHEETS 4–6 OF 6 LOT & TRACT GEOMETRY

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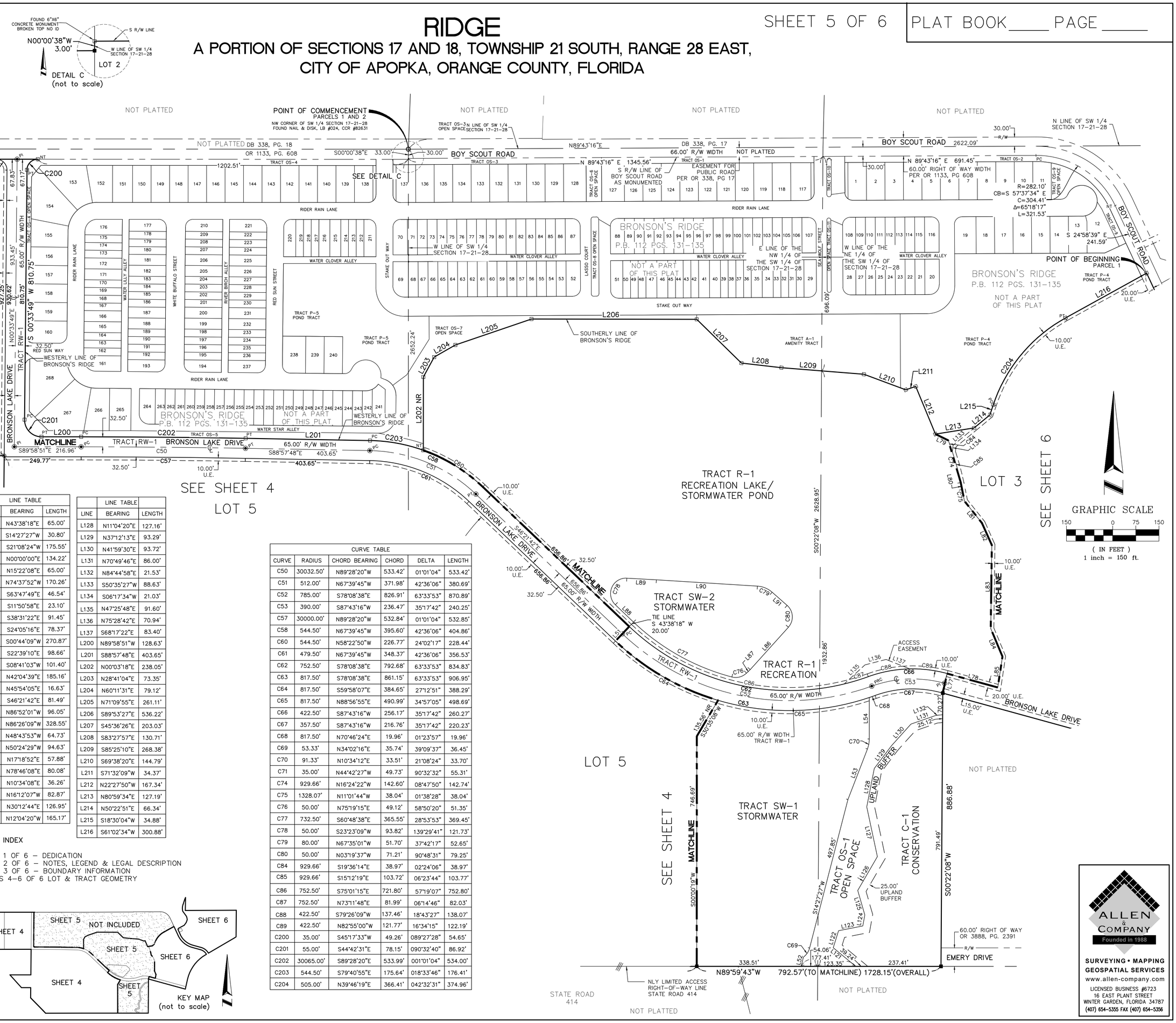

LINE TABLE		
LINE	BEARING	LENGTH
L51	N43°38'18"E	65.00'
L52	S14°27'27"W	30.80'
L53	S21°08'24"W	175.55'
L54	N00°00'00"E	134.22'
L77	N15°22'08"E	65.00'
L78	N74°37'52"W	170.26'
L79	S63°47'49"E	46.54'
L80	S11°50'58"E	23.10'
L81	S38°31'22"E	91.45'
L82	S24°05'16"E	78.37'
L83	S00°44'09"W	270.87'
L84	S22°39'10"E	98.66'
L85	S08°41'03"W	101.40'
L86	N42°04'39"E	185.16'
L87	N45°54'05"E	16.63'
L88	S46°21'42"E	81.49'
L89	N86°52'01"W	96.05'
L90	N86°26'09"W	328.55'
L91	N48°43'53"W	64.73'
L121	N50°24'29"W	94.63'
L122	N17°18'52"E	57.88'
L123	N78°46'08"E	80.08'
L124	N10°34'08"E	36.26'
L125	N16°12'07"W	82.87'
L126	N30°12'44"E	126.95'
L127	N12°04'20"W	165.17'

LINE TABLE		
LINE	BEARING	LENGTH
L128	N11°04'20"E	127.16'
L129	N37°12'13"E	93.29'
L130	N41°59'30"E	93.72'
L131	N70°49'46"E	86.00'
L132	N84°44'58"E	21.53'
L133	S50°35'27"W	88.63'
L134	S06°17'34"W	21.03'
L135	N47°25'48"E	91.60'
L136	N75°28'42"E	70.94'
L137	S68°17'22"E	83.40'
L200	N89°58'51"W	128.63'
L201	S88°57'48"E	403.65'
L202	N00°03'18"E	238.05'
L203	N28°41'04"E	73.35'
L204	N60°11'31"E	79.12'
L205	N71°09'55"E	261.11'
L206	S89°53'27"E	536.22'
L207	S45°36'26"E	203.03'
L208	S83°27'57"E	130.71'
L209	S85°25'10"E	268.38'
L210	S69°38'20"E	144.79'
L211	S71°32'09"W	34.37'
L212	N22°27'50"W	167.34'
L213	N80°59'34"E	127.19'
L214	N50°22'51"E	66.34'
L215	S18°30'04"W	34.88'
L216	S61°02'34"W	300.88'

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C50	30032.50'	N89°28'20"W	533.42'	01°01'04"	533.42'
C51	512.00'	N67°39'45"W	371.98'	42°36'06"	380.69'
C52	785.00'	S78°08'38"E	826.91'	63°33'53"	870.89'
C53	390.00'	S87°43'16"W	236.47'	35°17'42"	240.25'
C57	30000.00'	N89°28'20"W	532.84'	01°01'04"	532.85'
C58	544.50'	N67°39'45"W	395.60'	42°36'06"	404.86'
C60	544.50'	N58°22'50"W	226.77'	24°02'17"	228.44'
C61	479.50'	N67°39'45"W	348.37'	42°36'06"	356.53'
C62	752.50'	S78°08'38"E	792.68'	63°33'53"	834.83'
C63	817.50'	S78°08'38"E	861.15'	63°33'53"	906.95'
C64	817.50'	S59°58'07"E	384.65'	27°12'51"	388.29'
C65	817.50'	N88°56'55"E	490.99'	34°57'05"	498.69'
C66	422.50'	S87°43'16"W	256.17'	35°17'42"	260.27'
C67	357.50'	S87°43'16"W	216.76'	35°17'42"	220.23'
C68	817.50'	N70°46'24"E	19.96'	01°23'57"	19.96'
C69	53.33'	N34°02'16"E	35.74'	39°09'37"	36.45'
C70	91.33'	N10°34'12"E	33.51'	21°08'24"	33.70'
C71	35.00'	N44°42'27"W	49.73'	90°32'32"	55.31'
C74	929.66'	N16°24'22"W	142.60'	08°47'50"	142.74'
C75	1328.07'	N11°01'44"W	38.04'	01°38'28"	38.04'
C76	50.00'	N75°19'15"E	49.12'	56°50'20"	51.35'
C77	732.50'	S60°48'38"E	365.55'	28°53'53"	369.45'
C78	50.00'	S23°23'09"W	93.82'	139°29'41"	121.73'
C79	80.00'	N67°35'01"W	51.70'	37°42'17"	52.65'
C80	50.00'	N03°19'37"W	71.21'	90°48'31"	79.25'
C84	929.66'	S19°36'14"E	38.97'	02°24'06"	38.97'
C85	929.66'	S15°12'19"E	103.72'	06°23'44"	103.77'
C86	752.50'	S75°01'15"E	721.80'	57°19'07"	752.80'
C87	752.50'	N73°11'48"E	81.99'	06°14'46"	82.03'
C88	422.50'	S79°26'09"W	137.46'	18°43'27"	138.07'
C89	422.50'	N82°55'00"W	121.77'	16°34'15"	122.19'
C200	35.00'	S45°17'33"W	49.26'	089°27'28"	54.65'
C201	55.00'	S44°42'31"E	78.15'	090°32'40"	86.92'
C202	30065.00'	S89°28'20"E	533.99'	001°01'04"	534.00'
C203	544.50'	S79°40'55"E	175.64'	018°33'46"	176.41'
C204	505.00'	N39°46'19"E	366.41'	042°32'31"	374.96'

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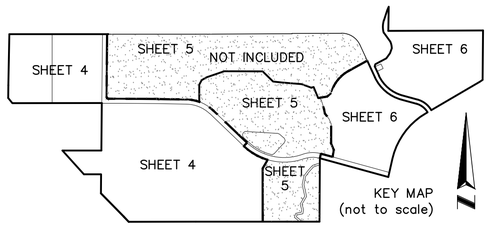

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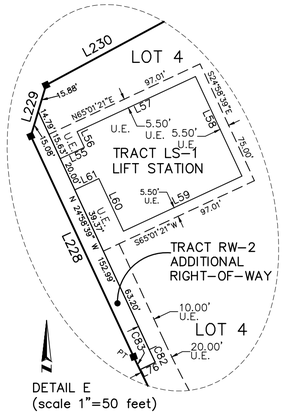
GRAPHIC SCALE

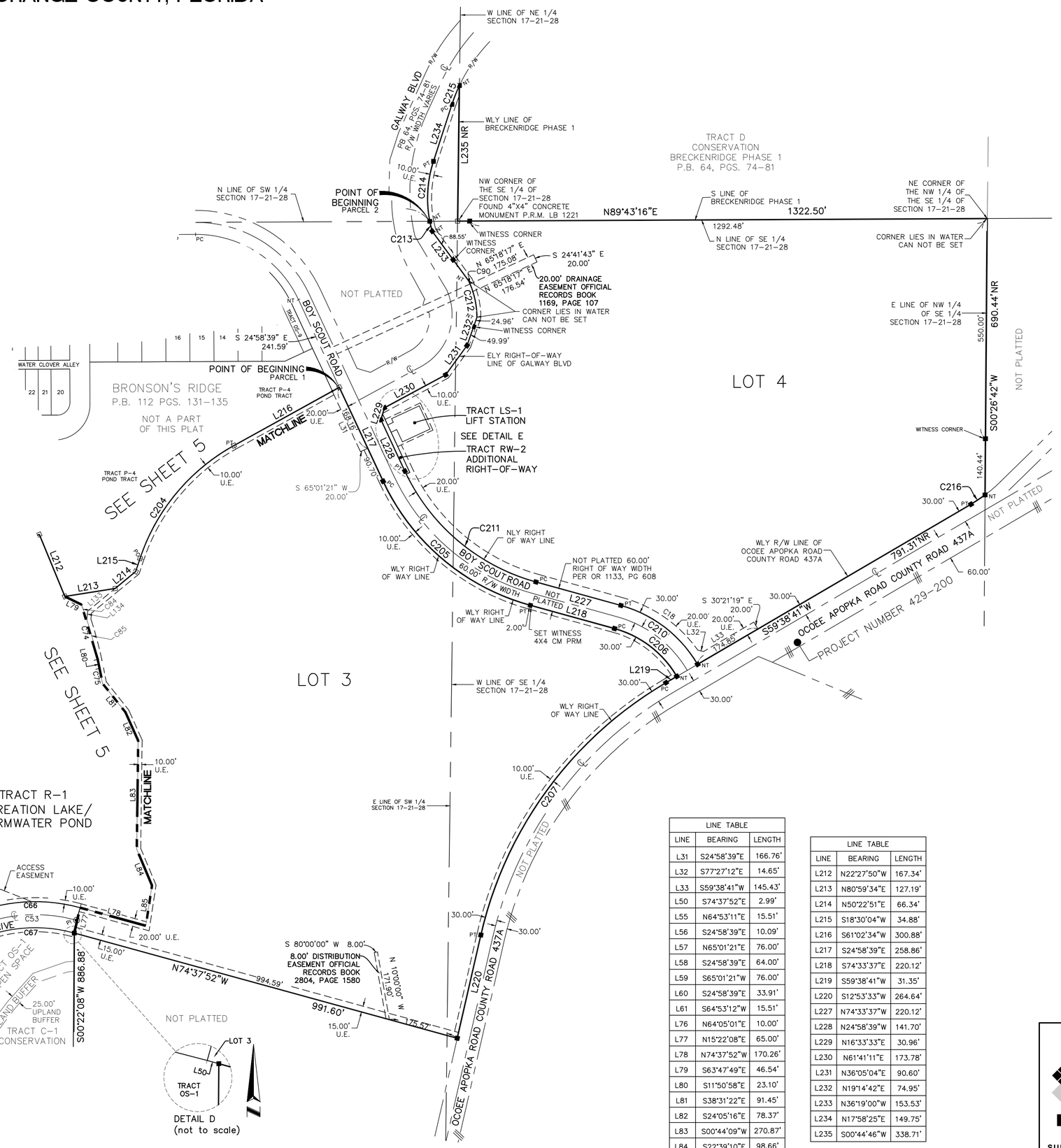
150 0 75 150

(IN FEET)
1 inch = 150 ft.



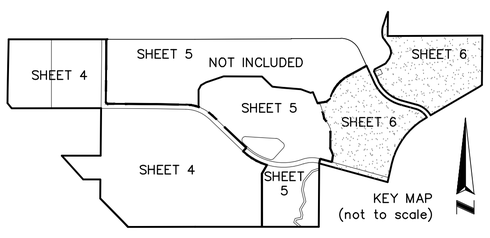
CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C18	340.75'	N54°58'35"W	228.43'	39°10'04"	232.94'
C53	390.00'	S87°43'16"W	236.47'	35°17'42"	240.25'
C66	422.50'	S87°43'16"W	256.17'	35°17'42"	260.27'
C67	357.50'	S87°43'16"W	216.76'	35°17'42"	220.23'
C74	929.66'	N16°24'22"W	142.60'	08°47'50"	142.74'
C75	1328.07'	N11°01'44"W	38.04'	01°38'28"	38.04'
C82	501.26'	S25°26'49"E	8.22'	00°56'21"	8.22'
C83	511.26'	S25°26'49"E	8.38'	00°56'21"	8.38'
C84	929.66'	S19°36'14"E	38.97'	02°24'06"	38.97'
C85	929.66'	S15°12'19"E	103.72'	06°23'44"	103.77'
C90	213.50'	S24°23'48"E	8.83'	02°22'10"	8.83'

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C204	505.00'	N39°46'19"E	366.41'	042°32'31"	374.96'
C205	571.26'	S49°46'08"E	479.08'	049°34'58"	494.36'
C206	260.75'	N52°27'06"W	196.27'	044°13'02"	201.23'
C207	984.93'	S36°16'07"W	781.57'	046°45'08"	803.68'
C210	320.75'	N52°27'10"W	241.42'	044°12'53"	247.52'
C211	511.26'	S49°46'08"E	428.76'	049°34'58"	442.44'
C212	213.50'	N12°56'36"W	93.42'	025°16'34"	94.19'
C213	300.00'	S13°25'27"E	25.56'	004°52'59"	25.57'
C214	300.00'	S03°29'44"W	150.01'	028°57'23"	151.62'
C215	405.00'	S21°32'19"W	50.37'	007°07'48"	50.40'
C216	375.87'	N56°26'10"E	42.08'	006°25'02"	42.10'



LINE TABLE		
LINE	BEARING	LENGTH
L31	S24°58'39"E	166.76'
L32	S77°27'12"E	14.65'
L33	S59°38'41"W	145.43'
L50	S74°37'52"E	2.99'
L55	N64°53'11"E	15.51'
L56	S24°58'39"E	10.09'
L57	N65°01'21"E	76.00'
L58	S24°58'39"E	64.00'
L59	S65°01'21"W	76.00'
L60	S24°58'39"E	33.91'
L61	S64°53'12"W	15.51'
L76	N64°05'01"E	10.00'
L77	N15°22'08"E	65.00'
L78	N74°37'52"W	170.26'
L79	S63°47'49"E	46.54'
L80	S11°50'58"E	23.10'
L81	S38°31'22"E	91.45'
L82	S24°05'16"E	78.37'
L83	S00°44'09"W	270.87'
L84	S22°39'10"E	98.66'
L85	S08°41'03"W	101.40'
L133	S50°35'27"W	88.63'
L134	S06°17'34"W	21.03'

LINE TABLE		
LINE	BEARING	LENGTH
L212	N22°27'50"W	167.34'
L213	N80°59'34"E	127.19'
L214	N50°22'51"E	66.34'
L215	S18°30'04"W	34.88'
L216	S61°02'34"W	300.88'
L217	S24°58'39"E	258.86'
L218	S74°33'37"E	220.12'
L219	S59°38'41"W	31.35'
L220	S12°53'33"W	264.64'
L227	N74°33'37"W	220.12'
L228	N24°58'39"W	141.70'
L229	N16°33'33"E	30.96'
L230	N61°41'11"E	173.78'
L231	N36°05'04"E	90.60'
L232	N19°14'42"E	74.95'
L233	N36°19'00"W	153.53'
L234	N17°58'25"E	149.75'
L235	S00°44'46"W	338.71'



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City of Apopka
CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)
Item #: 4.
Meeting Date: March 6, 2024
Department: Community Development

SUBJECT:
Madison Oaks MF3 Parcel - Major Development Plan

REQUEST:
Approve the Madison Oaks - Major Development Plan

SUMMARY:
Owner(s): Kelly Park VB Development, LLC c/o Kevin Barry
Applicant(s): Kimley-Horn & Associates, Inc. c/o Kevin M. Roberson, P.E.
Location: 3434 West Kelly Park Road
Project: Multifamily development
Density/Intensity: 325 multifamily units proposed; 26.9 dwelling units/acre
Project Manager: Jean Sanchez

Zoning Report:

Direction	Future Land Use	Zoning	Present Use
North	Mixed Use	KPI-MU (Kelly Park Interchange - Mixed Use)	Wyld Oaks Development - Interchange District
East	Mixed Use	KPI-MU	Laurel Oaks Residential Subdivision
South	Mixed Use	KPI-MU	Kelly Industrial Park
West	Mixed Use	KPI-MU	Wyld Oaks Development - Transition District

PROJECT SUMMARY:

The Madison Oaks MF3 Parcel – Major Development Plan (MDP) proposes the development of nine apartment buildings totaling 325 multifamily units and four stories high on 12.07 acres within the Interchange District Overlay of the Wyld Oaks Development. This Interchange District Overlay is permitted a maximum of 1,008 residential units to be constructed in a single phase. As noted in the Wyld Oaks development agreement, development shall be calculated based on the total gross acreage of each district overlay. Therefore, there are 683 units remaining within the Wyld Oaks Interchange District Overlay, as calculated in the following table:

Wyld Oaks Interchange District	
Maximum Residential Units	1,008
Residential Units Previously Allocated to Other Projects in the Interchange District	0
Residential Units Allocated to this Project (Madison Oaks)	325
Residential Units Remaining in Interchange District	683

At the Planning Commission meeting on April 11, 2023, the Planning Commission granted a Special Exception Use permit for multifamily uses in the Interchange District, as required by the Form-Based Code. The site design comprises of apartment buildings adjacent to the Sadler Road and Effie Drive rights-of-ways and abuts the Wyld Oaks' 10-acre open space/amentiy/recreation area on the southwest corner of SR 429 and Sadler Road. The parking lot is located internally, screened by the apartment buildings. Madison Oaks includes its own amenity package that includes a clubhouse, pool and a large passive green area centrally located within the development. Sidewalks are located on the perimeter of the project area that connect to walkways to unit entrances. A pedestrian connection is provided on the northern portion of the complex that promotes pedestrian movement to the commercial pods of the Wyld Oaks development.

The site is currently vacant and mostly devoid of trees. The landscape plan proposes a diverse variety of trees that includes Red Maple, Buttonwood and Southern Magnolia Trees in the perimeter of the project area. Accent and parking lot trees consist of Crape Myrtle, Japanese Privet and Red Maple Trees. A variety of Palm Trees are sprinkled internally and adjacent to the buildings.

The Development Review Committee finds that the applicant demonstrates there is competent substantial evidence in the record that all of the following standards are met:

a. The proposed development and use(s) in the development plan comply with Article 3: Zoning Districts, and Article 4: Use Regulations;
b. The development proposed in the development plan and its general layout and design comply with all the standards in Article 5: Development Standards, and Article 6: Environmental Standards;
c. The development proposed in the development plan complies with all conditions of approval in any development approval or permit to which the plan is subject;
d. The development proposed in the development plan complies with all other applicable standards in this LDC and all other City regulations.

ACCESS/TRANSPORTATION:

The ingress/egress points are on Sadler and Golden Gem Road.

ORANGE COUNTY NOTIFICATION:

Orange County was notified at the time of the site plan submittal for this property through the DRC agenda distribution.

PUBLIC HEARING SCHEDULE:

February 13, 2024 – Planning Commission (5:30 P.M.)
March 6, 2024 – City Council (1:30 P.M.)

FUNDING SOURCE:
Not applicable.

RECOMMENDED MOTION:

Development Review Committee:

Recommends approval of the Madison Oaks MF3 Parcel - Major Development Plan, subject to the findings in the staff report.

Planning Commission:

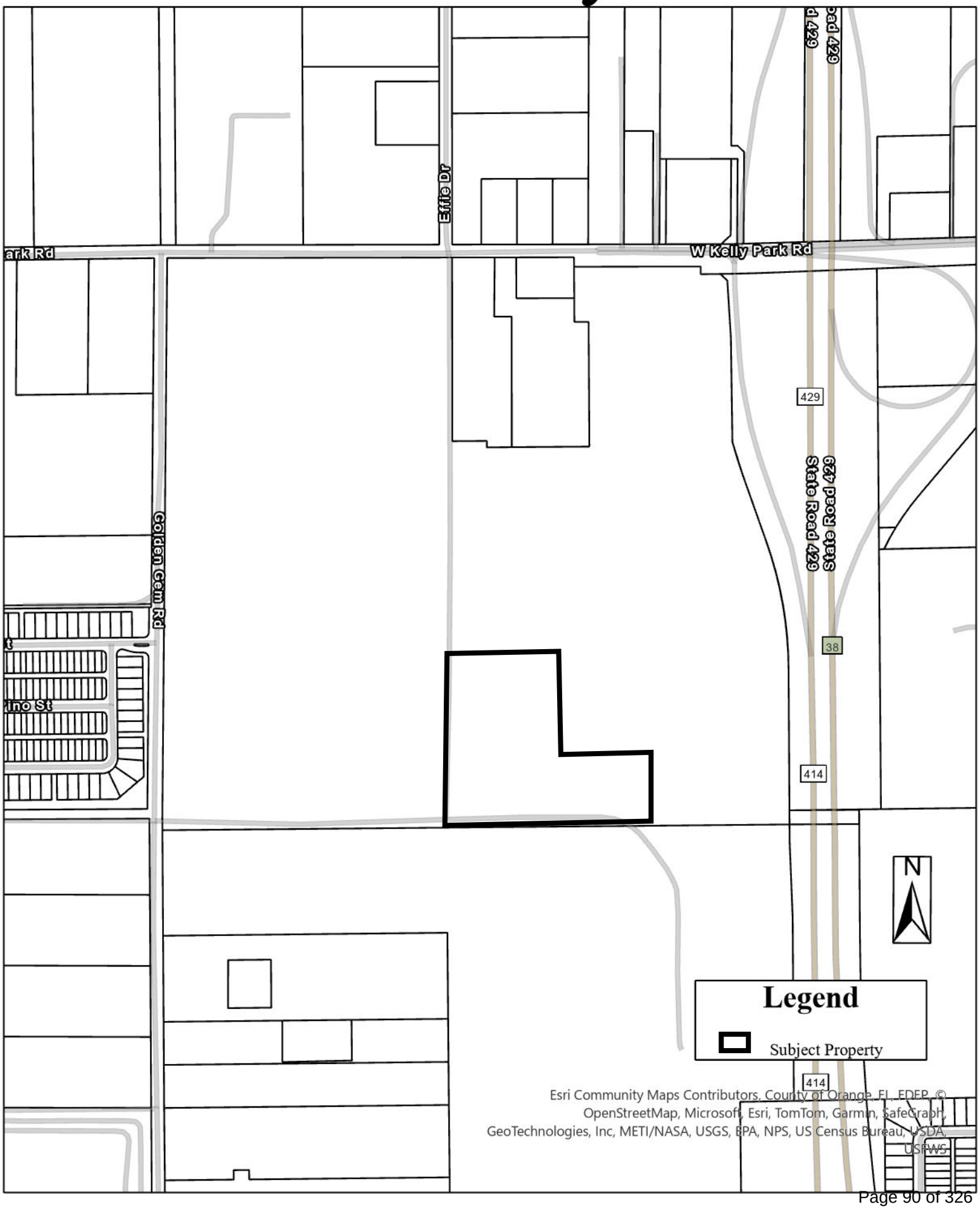
At its meeting on February 13, 2024, the Planning Commission unanimously recommended approval of the Madison Oaks MF3 Parcel - Major Development Plan, subject to the findings in the staff report.

Recommended Motion – City Council:

Recommend approval of the Madison Oaks MF3 Parcel - Major Development Plan.

ATTACHMENTS:
1. Maps
2. Madison Oaks - MDP

Vicinity


Effie Dr
W Kelly Park Rd
Golden Gem Rd
State Road 429
429
414
38
N
Legend
Subject Property
Esri Community Maps Contributors, County of Orange, FL, FDEP, ©
OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph,
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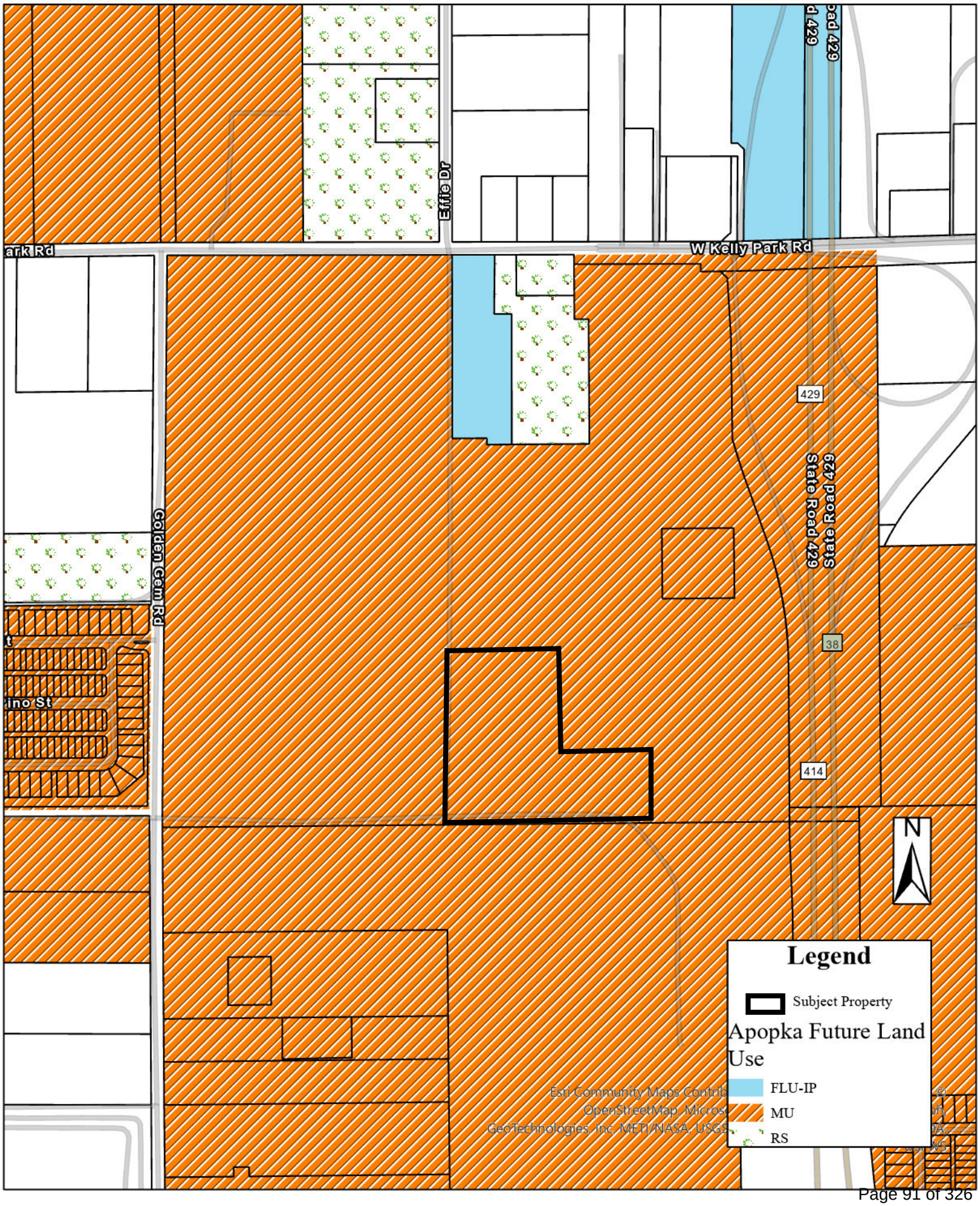
USFWS

Future Land Use



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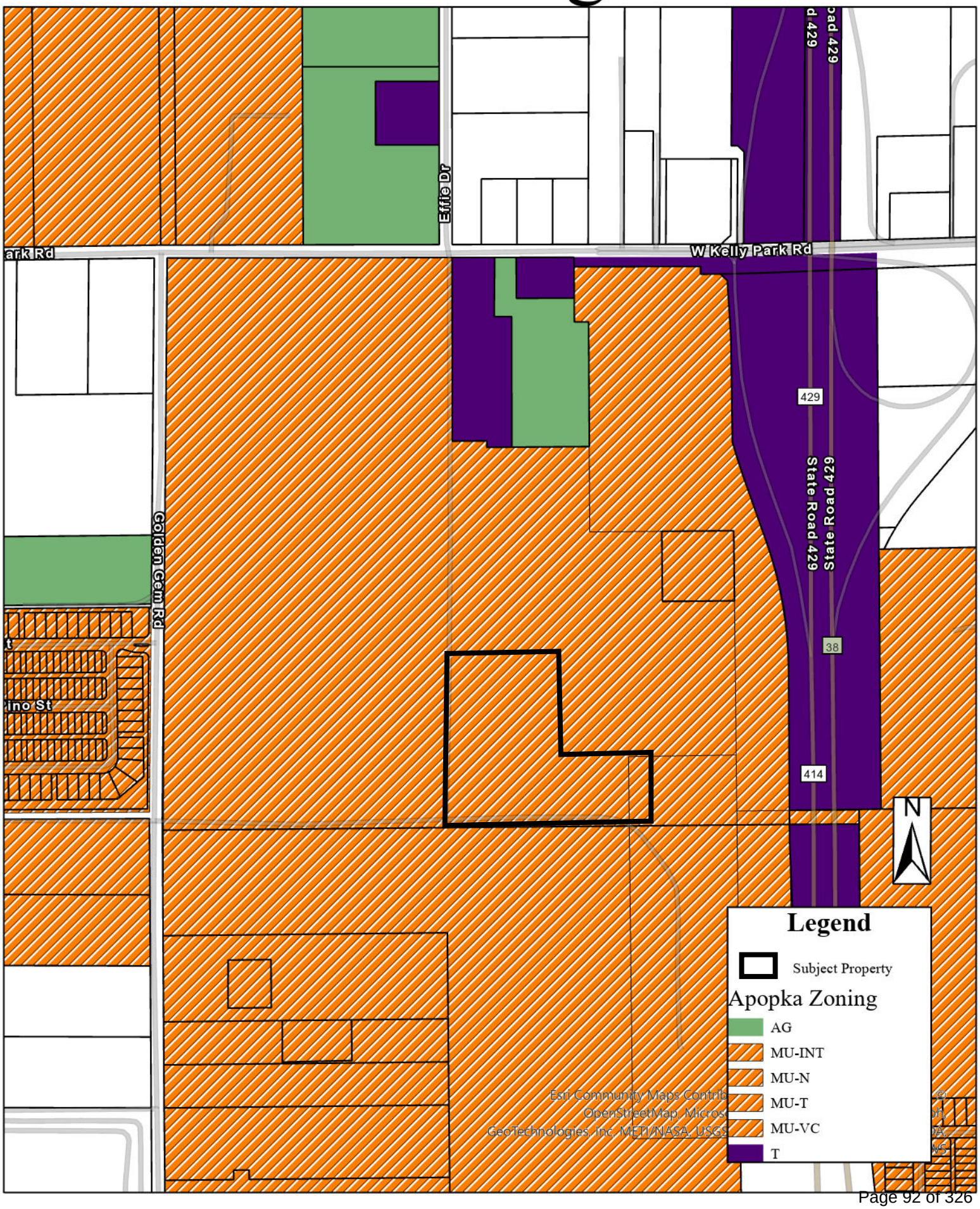
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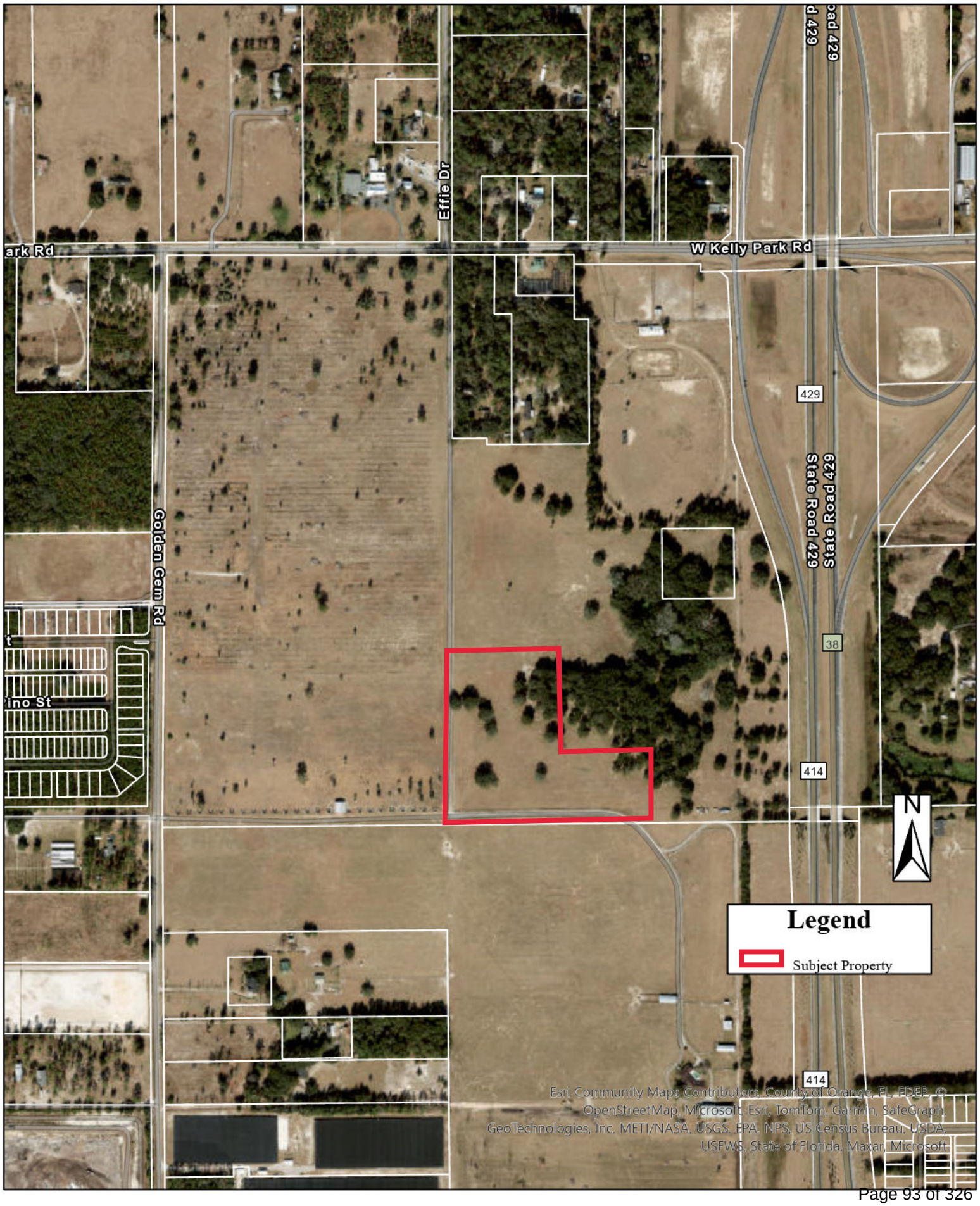
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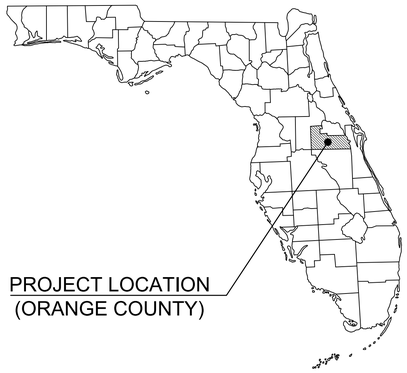


MAJOR DEVELOPMENT PLANS

FOR

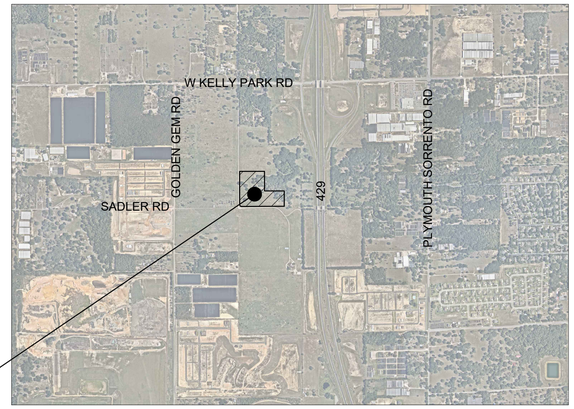
MADISON OAKS

LOCATED IN

CITY OF APOPKA, FLORIDA

SECTION 13, TOWNSHIP 20S, RANGE 27E

3434 WEST KELLY PARK ROAD, APOPKA, FL 32712 ⚠



VICINITY
N.T.S.

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APOPKA, FL 32703
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CONTACT: SEAN WYLAM

NATURAL GAS PROVIDER
LAKE APOPKA NATURAL GAS
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WINTER GARDEN, FL 34787
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PROJECT SCOPE:

THIS PROJECT INCLUDES THE DEVELOPMENT OF 325 MULTIFAMILY APARTMENT UNITS AND ASSOCIATED AMENITIES. 9 BUILDINGS TOTALING 114,533 SF ARE PROPOSED. CONSTRUCTION IS EXPECTED TO BE COMPLETED IN A SINGLE PHASE.

SCREEN READER TECHNOLOGY TAG: ⚠

IF YOU REQUIRE FURTHER CLARIFICATION OF WHAT THIS DOCUMENT REPRESENTS, PLEASE CONTACT THE ADA COORDINATOR OF CITY OF APOPKA AT 407-703-1700.

PREPARED BY:

Kimley»Horn

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No.	REVISIONS	DATE	BY
⚠1	APOPKA DRC COMMENTS	10-04-24	CET

Kimley»Horn
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12/19/2023

KHA PROJECT 147922000
DATE 08/31/2023
SCALE AS SHOWN
DESIGNED BY ESM
DRAWN BY ESM
CHECKED BY KMR

COVER SHEET

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP, LLC
CITY OF APOPKA FLORIDA

SHEET NUMBER
C-000

Plotted By: Santiago, Nom Sheet Set: MADISON OAKS Layout: C-000 COVER SHEET December 19, 2023 02:34:11pm K:\VRB_LDE\V\147922000 wyld oaks mf_3\CAD\Volumesets\VC-000 COVER SHEET.dwg
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GENERAL CONSTRUCTION NOTES

1. THE CONTRACTOR AND SUBCONTRACTORS SHALL OBTAIN A COPY OF THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" (LATEST EDITION) AND BECOME FAMILIAR WITH THE CONTENTS PRIOR TO COMMENCING WORK, AND, UNLESS OTHERWISE NOTED, ALL WORK SHALL CONFORM AS APPLICABLE TO THESE STANDARDS AND SPECIFICATIONS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL MATERIAL AND LABOR TO CONSTRUCT THE FACILITY AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE APPROVING AUTHORITIES, SPECIFICATIONS AND REQUIREMENTS. CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS UNLESS OTHERWISE INDICATED, REMOVING TREES, STUMPS, ROOTS, MUCK, EXISTING PAVEMENT AND ALL OTHER DELETERIOUS MATERIAL.

3. EXISTING UTILITIES SHOWN ARE LOCATED ACCORDING TO THE INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF THE TOPOGRAPHIC SURVEY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THE ENGINEER. GUARANTEE IS NOT MADE THAT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN OR THAT THE LOCATION OF THOSE SHOWN ARE ENTIRELY ACCURATE. FINDING THE ACTUAL LOCATION OF ANY EXISTING UTILITIES IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE DONE BEFORE HE COMMENCES ANY WORK IN THE VICINITY. FURTHERMORE, THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES DUE TO THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATIONS IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES, NOR FOR TEMPORARY BRACING AND SHORING OF SAME. IF IT IS NECESSARY TO SHORE, BRACE, SWING OR RELOCATE A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED AND THEIR PERMISSION OBTAINED REGARDING THE METHOD TO USE FOR SUCH WORK.

4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA BEFORE COMMENCING WORK. THE CONTRACTOR SHALL PROVIDE 48 HOURS MINIMUM NOTICE TO ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION. A LIST OF THE UTILITY COMPANIES WHICH THE CONTRACTOR MUST CALL BEFORE COMMENCING WORK IS PROVIDED ON THE COVER SHEET OF THESE CONSTRUCTION PLANS. THIS LIST SERVES AS A GUIDE ONLY AND IS NOT INTENDED TO LIMIT THE UTILITY COMPANIES WHICH THE CONTRACTOR MAY WISH TO NOTIFY.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED CONSTRUCTION PERMITS AND BONDS IF REQUIRED PRIOR TO CONSTRUCTION.

6. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES ONE COPY OF THE CONSTRUCTION DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, AND SPECIAL CONDITIONS AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS.

7. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER.

8. ALL COPIES OF COMPACTION, CONCRETE AND OTHER REQUIRED TEST RESULTS ARE TO BE SENT TO THE OWNER AND DESIGN ENGINEER OF RECORD DIRECTLY FROM THE TESTING AGENCY.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TO THE ENGINEER A CERTIFIED RECORD SURVEY SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA DEPICTING THE ACTUAL FIELD LOCATION OF ALL CONSTRUCTED IMPROVEMENTS THAT ARE REQUIRED BY THE JURISDICTIONAL AGENCIES FOR THE CERTIFICATION PROCESS. ALL SURVEY COSTS WILL BE THE CONTRACTORS RESPONSIBILITY.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DOCUMENTING AND MAINTAINING AS-BUILT INFORMATION WHICH SHALL BE RECORDED AS CONSTRUCTION PROGRESSES OR AT THE COMPLETION OF APPROPRIATE CONSTRUCTION INTERVALS AND SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT DRAWINGS TO THE OWNER FOR THE PURPOSE OF CERTIFICATION TO JURISDICTIONAL AGENCIES AS REQUIRED. ALL AS-BUILT DATA SHALL BE COLLECTED BY A STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR WHOSE SERVICES ARE ENGAGED BY THE CONTRACTOR.

11. ANY WELLS DISCOVERED ON SITE THAT WILL HAVE NO USE MUST BE PLUGGED BY A LICENSED WELL DRILLING CONTRACTOR IN A MANNER APPROVED BY ALL JURISDICTIONAL AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY WELL ABANDONMENT PERMITS REQUIRED.

12. ANY WELL DISCOVERED DURING EARTH MOVING OR EXCAVATION SHALL BE REPORTED TO THE APPROPRIATE JURISDICTIONAL AGENCIES WITHIN 24 HOURS AFTER DISCOVERY IS MADE.

13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK THAT WOULD BE AFFECTED. FAILURE TO NOTIFY OWNER OF AN IDENTIFIABLE CONFLICT PRIOR TO PROCEEDING WITH INSTALLATION RELIEVES OWNER OF ANY OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.

DEMOLITION NOTES

1. ALL MATERIAL REMOVED FROM THIS SITE BY THE CONTRACTOR SHALL BE DISPOSED OF BY THE CONTRACTOR IN A LEGAL MANNER.

2. REFER TO THE TOPOGRAPHIC SURVEY FOR ADDITIONAL DETAILS OF EXISTING STRUCTURES, ETC., LOCATED WITHIN THE PROJECT SITE. UNLESS OTHERWISE NOTED, ALL EXISTING BUILDINGS, STRUCTURES, SLABS, CONCRETE, ASPHALT, DEBRIS PILES, SIGNS, AND ALL APPURTENANCES ARE TO BE REMOVED FROM THE SITE BY THE CONTRACTOR AND PROPERLY DISPOSED OF IN A LEGAL MANNER AS PART OF THIS CONTRACT. SOME ITEMS TO BE REMOVED MAY NOT BE DEPICTED ON THE TOPOGRAPHIC SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE AND DETERMINE THE FULL EXTENT OF ITEMS TO BE REMOVED. IF ANY ITEMS ARE IN QUESTION, THE CONTRACTOR SHALL CONTACT THE OWNER PRIOR TO REMOVAL OF SAID ITEMS.

3. THE CONTRACTOR SHALL REFER TO THE DEMOLITION PLAN FOR DEMOLITION/PRESERVATION OF EXISTING TREES. ALL TREES NOT SPECIFICALLY SHOWN TO BE PRESERVED OR RELOCATED SHALL BE REMOVED AS A PART OF THIS CONTRACT. TREE PROTECTION FENCING SHALL BE INSTALLED PRIOR TO ANY DEMOLITION.

PAVING, GRADING AND DRAINAGE NOTES

1. ALL PAVING, CONSTRUCTION, MATERIALS, AND WORKMANSHIP WITHIN COUNTY'S RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH LOCAL OR COUNTY SPECIFICATIONS AND STANDARDS (LATEST EDITION) OR FDOT SPECIFICATIONS AND STANDARDS (LATEST EDITION) IF NOT COVERED BY LOCAL OR COUNTY REGULATIONS.

2. ALL UNPAVED AREAS IN EXISTING RIGHTS-OF-WAY DISTURBED BY CONSTRUCTION SHALL BE REGRADED AND SODDED.

3. TRAFFIC CONTROL ON ALL FDOT, LOCAL AND COUNTY RIGHTS-OF-WAY SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (U.S. DOT/FHA) AND THE REQUIREMENTS OF THE STATE AND ANY LOCAL AGENCY HAVING JURISDICTION. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.

4. THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED AND SHALL REGRADE WASHOUTS WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL A GRASS STAND IS WELL ESTABLISHED OR ADEQUATE STABILIZATION OCCURS.

5. ALL OPEN AREAS WITHIN THE PROJECT SITE SHALL BE SODDED UNLESS INDICATED OTHERWISE ON THE LANDSCAPE PLAN.

6. ALL AREAS INDICATED AS PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TYPICAL PAVEMENT SECTIONS AS INDICATED ON THE DRAWINGS.

7. WHERE EXISTING PAVEMENT IS INDICATED TO BE REMOVED AND REPLACED, THE CONTRACTOR SHALL SAW CUT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND REPLACE THE PAVEMENT WITH THE SAME TYPE AND DEPTH OF MATERIAL AS EXISTING OR AS INDICATED.

8. WHERE NEW PAVEMENT MEETS THE EXISTING PAVEMENT, THE CONTRACTOR SHALL SAW CUT THE EXISTING PAVEMENT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND MATCH THE EXISTING PAVEMENT ELEVATION WITH THE PROPOSED PAVEMENT UNLESS OTHERWISE INDICATED.

9. THE CONTRACTOR SHALL INSTALL FILTER FABRIC OVER ALL DRAINAGE STRUCTURES FOR THE DURATION OF CONSTRUCTION AND UNTIL ACCEPTANCE OF THE PROJECT BY THE OWNER. ALL DRAINAGE STRUCTURES SHALL BE CLEANED OF DEBRIS AS REQUIRED DURING AND AT THE END OF CONSTRUCTION TO PROVIDE POSITIVE DRAINAGE FLOWS.

10. IF DEWATERING IS REQUIRED, THE CONTRACTOR SHALL OBTAIN ANY APPLICABLE REQUIRED PERMITS. THE CONTRACTOR IS TO COORDINATE WITH THE OWNER AND THE DESIGN ENGINEER PRIOR TO ANY EXCAVATION.

11. STRIP TOPSOIL AND ORGANIC MATTER FROM ALL AREAS OF THE SITE AS REQUIRED. IN SOME CASES TOPSOIL MAY BE STOCKPILED ON SITE FOR PLACEMENT WITHIN LANDSCAPED AREAS BUT ONLY AS DIRECTED BY THE OWNER.

12. FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE LOCAL JURISDICTIONAL AGENCY OR TO FDOT STANDARDS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.

13. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED AS PER PLANS. THE AREAS SHALL THEN BE SODDED OR SEEDED AS SPECIFIED IN THE PLANS, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE JOB SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ALL EARTHEN AREAS WILL BE SODDED OR SEEDED AND MULCHED AS SHOWN ON THE LANDSCAPING PLAN.

14. ALL CUT OR FILL SLOPES SHALL BE 4 (HORIZONTAL) :1 (VERTICAL) OR FLATTER UNLESS OTHERWISE SHOWN.

15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.

16. THE CONTRACTOR SHALL TAKE ALL REQUIRED MEASURES TO CONTROL TURBIDITY, INCLUDING BUT NOT LIMITED TO THE INSTALLATION OF TURBIDITY BARRIERS AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATER BODY EXISTS DUE TO THE PROPOSED WORK. TURBIDITY BARRIERS MUST BE MAINTAINED IN EFFECTIVE CONDITION AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND DISTURBED SOIL AREAS ARE STABILIZED. THEREAFTER, THE CONTRACTOR MUST REMOVE THE BARRIERS. AT NO TIME SHALL THERE BE ANY OFF-SITE DISCHARGE WHICH VIOLATES THE WATER QUALITY STANDARDS IN CHAPTER 17-302, FLORIDA ADMINISTRATIVE CODE.

17. SOD, WHERE CALLED FOR, MUST BE INSTALLED AND MAINTAINED ON EXPOSED SLOPES WITHIN 48 HOURS OF COMPLETING FINAL GRADING, AND AT ANY OTHER TIME AS NECESSARY, TO PREVENT EROSION, SEDIMENTATION OR TURBID DISCHARGES.

18. THE CONTRACTOR MUST REVIEW AND MAINTAIN A COPY OF THE ENVIRONMENTAL RESOURCE PERMIT COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND PERMIT MODIFICATIONS IN GOOD CONDITION AT THE CONSTRUCTION SITE. THE COMPLETE PERMIT MUST BE AVAILABLE FOR REVIEW UPON REQUEST BY WATER MANAGEMENT DISTRICT REPRESENTATIVES.

19. THE CONTRACTOR SHALL ENSURE THAT ISLAND PLANTING AREAS AND OTHER PLANTING AREAS ARE NOT COMPACTED AND DO NOT CONTAIN ROAD BASE MATERIALS. THE CONTRACTOR SHALL ALSO EXCAVATE AND REMOVE ALL UNDESIRABLE MATERIAL FROM ALL AREAS ON THE SITE TO BE PLANTED AND PROPERLY DISPOSED OF IN A LEGAL MANNER.

20. THE CONTRACTOR SHALL INSTALL ALL UNDERGROUND STORM WATER PIPING PER MANUFACTURER'S RECOMMENDATIONS.

EROSION CONTROL NOTES

1. THE STORM WATER POLLUTION PREVENTION PLAN ("SWPPP") IS COMPRISED OF THE EROSION CONTROL PLAN, THE STANDARD DETAILS, THE PLAN NARRATIVE, ATTACHMENTS INCLUDED IN SPECIFICATIONS OF THE SWPPP, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.

2. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN AND THE STATE OF FLORIDA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.

3. THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.

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

5. EROSION CONTROL PLAN MUST CLEARLY DELINEATE ALL STATE WATERS. PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.

6. THE CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.

7. CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.

8. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.

9. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ON SITE. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.

11. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.

12. ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THE PLAN, SHALL BE INITIATED AS SOON AS PRACTICABLE.

13. STABILIZATION PRACTICES SHOULD BE INITIATED AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS WHERE CONSTRUCTION HAS TEMPORARILY CEASED.

14. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY SEEDED. THESE AREAS SHALL BE SEEDED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRED IN THESE AREAS. REFER TO SECTION 981 OF THE STANDARD SPECIFICATIONS FOR SEEDING AND MAINTENANCE REQUIREMENTS.

15. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.

16. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED AS SOON AS POSSIBLE.

17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE DETENTION POND AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.

18. ON-SITE & OFF SITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE EROSION CONTROL PLAN AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.

19. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.

20. DUE TO GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, ETC.) TO PREVENT EROSION.

21. ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY, THIS INCLUDES BACK FILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.

MAINTENANCE

ALL MEASURES STATED ON THE EROSION AND SEDIMENT CONTROL PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A 0.5" RAINFALL EVENT, AND CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

1. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING, OR DETERIORATION.

2. ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED AND RESEEDED AS NEEDED. FOR MAINTENANCE REQUIREMENTS REFER TO SECTION 981 OF THE OF THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" (LATEST EDITION).

3. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE.

4. THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS DEMAND.

5. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AS CONDITIONS DEMAND.

6. OUTLET STRUCTURES IN THE SEDIMENTATION BASINS SHALL BE MAINTAINED IN OPERATIONAL CONDITIONS AT ALL TIMES. SEDIMENT SHALL BE REMOVED FROM SEDIMENT BASINS OR TRAPS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED TO 55 CUBIC YARDS / ACRE.

7. ALL MAINTENANCE OPERATIONS SHALL BE DONE IN A TIMELY MANNER BUT IN NO CASE LATER THAN 2 CALENDAR DAYS FOLLOWING THE INSPECTION.

No.	REVISIONS	DATE	BY

Kimley»Horn
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445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

12/19/2023

KHA PROJECT 147922000
DATE 08/31/2023
SCALE AS SHOWN
DESIGNED BY ESM
DRAWN BY ESM
CHECKED BY KMR

GENERAL NOTES

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP, LLC
CITY OF APOPKA FLORIDA

SHEET NUMBER
C-001

Plotted By:Santiago Noni Sheet Set:MADISON OAKS Layout:C-001 GENERAL NOTES December 19, 2023 02:34:18pm K:\VRB_LDE\147922000 wyld oaks mf-3\CADD\plansheets\C-001 GENERAL NOTES.dwg
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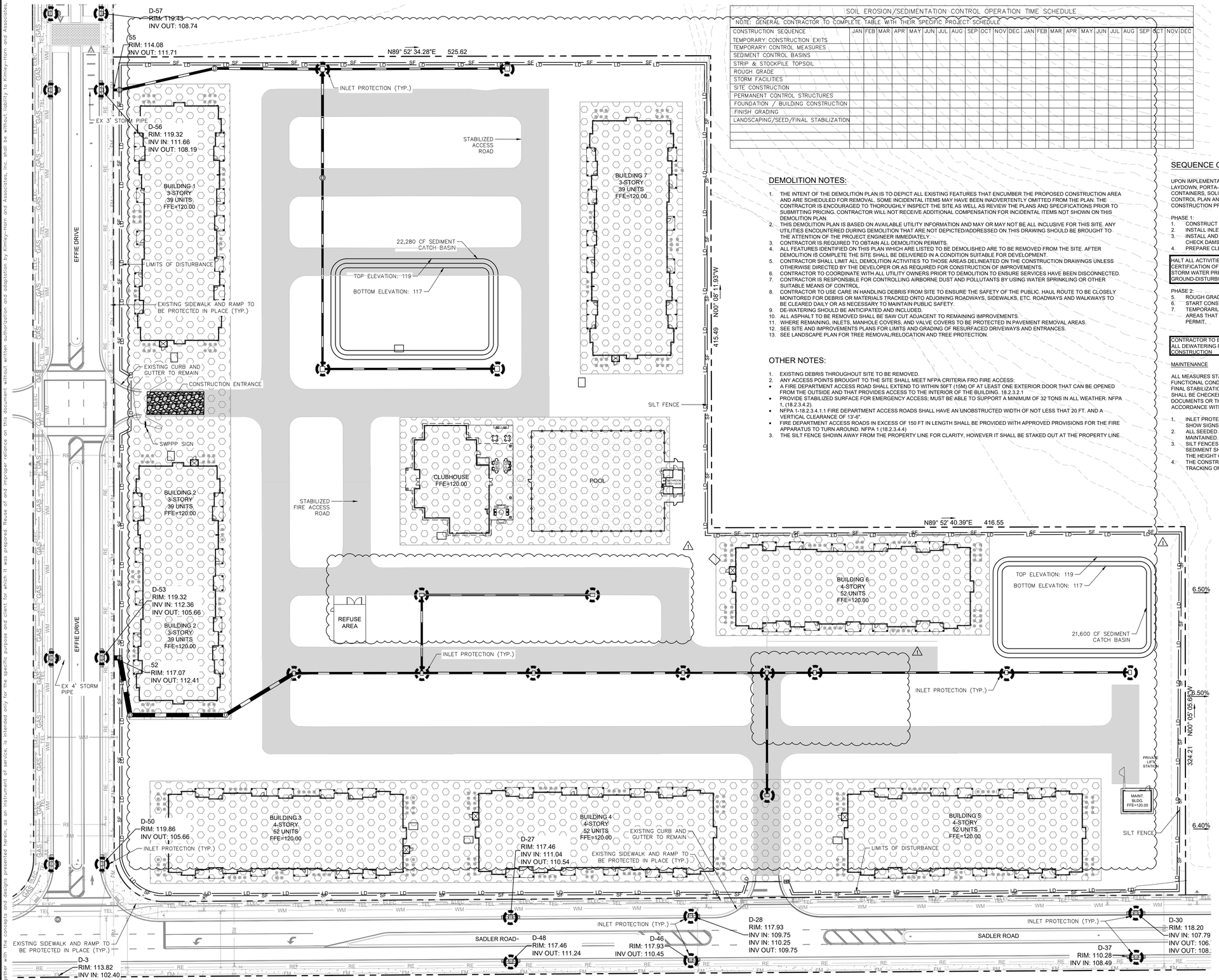

SOIL EROSION/SEDIMENTATION CONTROL OPERATION TIME SCHEDULE

NOTE: GENERAL CONTRACTOR TO COMPLETE TABLE WITH THEIR SPECIFIC PROJECT SCHEDULE

CONSTRUCTION SEQUENCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
TEMPORARY CONSTRUCTION EXITS																								
TEMPORARY CONTROL MEASURES																								
SEDIMENT CONTROL BASINS																								
STRIP & STOCKPILE TOPSOIL																								
ROUGH GRADE																								
STORM FACILITIES																								
SITE CONSTRUCTION																								
PERMANENT CONTROL STRUCTURES																								
FOUNDATION / BUILDING CONSTRUCTION																								
FINISH GRADING																								
LANDSCAPING/SEED/FINAL STABILIZATION																								

DEMOLITION NOTES:

1. THE INTENT OF THE DEMOLITION PLAN IS TO DEPICT ALL EXISTING FEATURES THAT ENCUMBER THE PROPOSED CONSTRUCTION AREA AND ARE SCHEDULED FOR REMOVAL. SOME INCIDENTAL ITEMS MAY HAVE BEEN INADVERTENTLY OMITTED FROM THE PLAN. THE CONTRACTOR IS ENCOURAGED TO THOROUGHLY INSPECT THE SITE AS WELL AS REVIEW THE PLANS AND SPECIFICATIONS PRIOR TO SUBMITTING PRICING. CONTRACTOR WILL NOT RECEIVE ADDITIONAL COMPENSATION FOR INCIDENTAL ITEMS NOT SHOWN ON THIS DEMOLITION PLAN.
2. THIS DEMOLITION PLAN IS BASED ON AVAILABLE UTILITY INFORMATION AND MAY OR MAY NOT BE ALL INCLUSIVE FOR THIS SITE. ANY UTILITIES ENCOUNTERED DURING DEMOLITION THAT ARE NOT DEPICTED/ADDRESSED ON THIS DRAWING SHOULD BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER IMMEDIATELY.
3. CONTRACTOR IS REQUIRED TO OBTAIN ALL DEMOLITION PERMITS.
4. ALL FEATURES IDENTIFIED ON THIS PLAN WHICH ARE LISTED TO BE DEMOLISHED ARE TO BE REMOVED FROM THE SITE. AFTER DEMOLITION IS COMPLETE THE SITE SHALL BE DELIVERED IN A CONDITION SUITABLE FOR DEVELOPMENT.
5. CONTRACTOR SHALL LIMIT ALL DEMOLITION ACTIVITIES TO THOSE AREAS DELINEATED ON THE CONSTRUCTION DRAWINGS UNLESS OTHERWISE DIRECTED BY THE DEVELOPER OR AS REQUIRED FOR CONSTRUCTION OF IMPROVEMENTS.
6. CONTRACTOR TO COORDINATE WITH ALL UTILITY OWNERS PRIOR TO DEMOLITION TO ENSURE SERVICES HAVE BEEN DISCONNECTED.
7. CONTRACTOR IS RESPONSIBLE FOR CONTROLLING AIRBORNE DUST AND POLLUTANTS BY USING WATER SPRINKLING OR OTHER SUITABLE MEANS OF CONTROL.
8. CONTRACTOR TO USE CARE IN HANDLING DEBRIS FROM SITE TO ENSURE THE SAFETY OF THE PUBLIC. HAUL ROUTE TO BE CLOSELY MONITORED FOR DEBRIS OR MATERIALS TRACKED ONTO ADJOINING ROADWAYS, SIDEWALKS, ETC. ROADWAYS AND WALKWAYS TO BE CLEARED DAILY OR AS NECESSARY TO MAINTAIN PUBLIC SAFETY.
9. DE-WATERING SHOULD BE ANTICIPATED AND INCLUDED.
10. ALL ASPHALT TO BE REMOVED SHALL BE SAW CUT ADJACENT TO REMAINING IMPROVEMENTS.
11. WHERE REMAINING, INLETS, MANHOLE COVERS, AND VALVE COVERS TO BE PROTECTED IN PAVEMENT REMOVAL AREAS.
12. SEE SITE AND IMPROVEMENTS PLANS FOR LIMITS AND GRADING OF RESURFACED DRIVEWAYS AND ENTRANCES.
13. SEE LANDSCAPE PLAN FOR TREE REMOVAL/RELOCATION AND TREE PROTECTION.

OTHER NOTES:

1. EXISTING DEBRIS THROUGHOUT SITE TO BE REMOVED.
2. ANY ACCESS POINTS BROUGHT TO THE SITE SHALL MEET NFPA CRITERIA FRO FIRE ACCESS:
   - A FIRE DEPARTMENT ACCESS ROAD SHALL EXTEND TO WITHIN 50FT (15M) OF AT LEAST ONE EXTERIOR DOOR THAT CAN BE OPENED FROM THE OUTSIDE AND THAT PROVIDES ACCESS TO THE INTERIOR OF THE BUILDING. 18.2.3.2.1
   - PROVIDE STABILIZED SURFACE FOR EMERGENCY ACCESS; MUST BE ABLE TO SUPPORT A MINIMUM OF 32 TONS IN ALL WEATHER. NFPA 1, (18.2.3.4.2).
   - NFPA 1-18.2.3.4.1.1 FIRE DEPARTMENT ACCESS ROADS SHALL HAVE AN UNOBSTRUCTED WIDTH OF NOT LESS THAT 20 FT. AND A VERTICAL CLEARANCE OF 13'-6".
   - FIRE DEPARTMENT ACCESS ROADS IN EXCESS OF 150 FT IN LENGTH SHALL BE PROVIDED WITH APPROVED PROVISIONS FOR THE FIRE APPARATUS TO TURN AROUND. NFPA 1 (18.2.3.4.4)
3. THE SILT FENCE SHOWN AWAY FROM THE PROPERTY LINE FOR CLARITY, HOWEVER IT SHALL BE STAKED OUT AT THE PROPERTY LINE

SEQUENCE OF CONSTRUCTION

UPON IMPLEMENTATION AND INSTALLATION OF THE FOLLOWING AREAS: TRAILER, PARKING, LAYDOWN, PORTA-POTTY, WHEEL WASH, CONCRETE WASHOUT, FUEL AND MATERIAL STORAGE CONTAINERS, SOLID WASTE CONTAINERS, ETC., IMMEDIATELY DENOTE THEM ON THIS EROSION CONTROL PLAN AND NOTE ANY CHANGES IN LOCATION AS THEY OCCUR THROUGHOUT THE CONSTRUCTION PROCESS.

PHASE 1:
1. CONSTRUCT CONSTRUCTION ENTRANCE (1) AND INSTALL SILT FENCE AND SILT DIKES.
2. INSTALL INLET PROTECTION AT EXISTING INLET(S).
3. INSTALL AND STABILIZE ANY NECESSARY HYDRAULIC CONTROL STRUCTURES (DIKES, CHECK DAMS, OUTLET TRAPS, RISER PIPE DISCHARGE POINT, ETC.)
4. PREPARE CLEARING AND GRUBBING AND DEMOLITION OF THE SITE.

HALT ALL ACTIVITIES AND CONTACT THE CONSULTANT TO PERFORM INSPECTION AND CERTIFICATION OF BMPS. GENERAL CONTRACTOR SHALL SCHEDULE AND CONDUCT STORM WATER PRE-CONSTRUCTION MEETING WITH CONSULTANT AND ALL GROUND-DISTURBING CONTRACTORS BEFORE PROCEEDING WITH CONSTRUCTION.

PHASE 2:
5. ROUGH GRADE TO ESTABLISH PROPOSED DRAINAGE PATTERNS.
6. START CONSTRUCTION OF THE BUILDING PAD AND STRUCTURES.
7. TEMPORARILY SEED WITH PURE LIVE SEED, THROUGHOUT CONSTRUCTION, DISTURBED AREAS THAT WILL BE INACTIVE FOR 7 DAYS OR MORE OR AS REQUIRED BY GENERIC PERMIT.

CONTRACTOR TO BE RESPONSIBLE FOR OBTAINING ALL DEWATERING PERMITS NECESSARY FOR CONSTRUCTION

MAINTENANCE

ALL MEASURES STATED ON THIS EROSION CONTROL PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON IN ACCORDANCE WITH THE CONTRACT DOCUMENTS OR THE APPLICABLE PERMIT, WHICHEVER IS MORE STRINGENT, AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

1. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING OR DETERIORATION.
2. ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED, AND RESEEDED AS NEEDED.
3. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE.
4. THE CONSTRUCTION EXITS SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY.

LEGEND

- PROPERTY LINE
- LIMITS OF DISTURBANCE
- SILT FENCE
- SILT DIKE
- INLET PROTECTION (TYP.)
- CONSTRUCTION ENTRANCE
- SWPPP INFORMATION SIGN
- AREA OF OVER-EXCAVATION THAT OCCURRED WITH PRIOR MASS GRADING PROJECT (SEE NOTE 6)
- STABILIZED FIRE ACCESS ROAD

SEDIMENT BASIN SIZING CALCULATION

REQUIRED: 12.06 AC X 3,600 CF / 1 AC = 43,416 CF

PROVIDED: 21,940 SF X 2 FT DEPTH = 43,880 CF

NOTES:

1. CONTRACTOR TO CONSIDER DEWATERING ACTIVITIES WHEN PREPARING BID DOCUMENTS FOR THIS PROJECT.
2. CONTRACTOR SHALL OBTAIN ANY NECESSARY DEWATERING PERMITS AS SITE CONDITIONS AND CONSTRUCTION ACTIVITIES REQUIRE.
3. CONTRACTOR TO USE BEST MANAGEMENT PRACTICES TO ENSURE COMPLIANCE WITH NPDES AND WATER MANAGEMENT DISTRICT REGULATIONS FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES AND DEWATERING OPERATIONS.
4. FOR ALL TREES TO REMAIN, REFER TO LANDSCAPE PLANS FOR TREE PROTECTION FENCING.
5. SEE SHEET C-150 FOR EROSION CONTROL NOTES
6. ALL BUILDING FOOTPRINT TO BE INSIDE OVER-EXCAVATED AREA. IF BUILDING FOOTPRINT SHIFTS OUTSIDE OVER-EXCAVATED AREA, CONTRACTOR TO OVER-EXCAVATE AND COMPACT PER GEOTECH RECOMMENDATION.

SITE PREPARATION SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL INVESTIGATION

ACREAGE SUMMARY	
TOTAL PROJECT AREA	12.06 AC
ON-SITE DISTURBED AREA	12.06 AC
TOTAL DISTURBED AREA	12.06 AC
IMPERVIOUS AREA AT COMPLETION	8.25 AC
PERVIOUS / SEEDED AREA AT COMPLETION	3.81 AC

NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

No.	REVISIONS	DATE	BY
1	APOPKA DRC COMMENTS	10-04-24	CET

Kimley»Horn
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12/19/2023

KHA PROJECT 147922000
DATE 08/31/2023
SCALE AS SHOWN
DESIGNED BY ESM
DRAWN BY ESM
CHECKED BY KMR

EROSION CONTROL PLAN

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP, LLC
CITY OF APOPKA FLORIDA

SHEET NUMBER
C-100

Plotted By:Santiago Nonn Sheet Set:MADISON OAKS Layout:C-100 EROSION CONTROL PLAN December 19, 2023 02:34:35pm K:\VRB_LDEV\147922000 wyld oaks mf-3\CADD\plansheets\C-100 EROSION CONTROL PLAN.dwg
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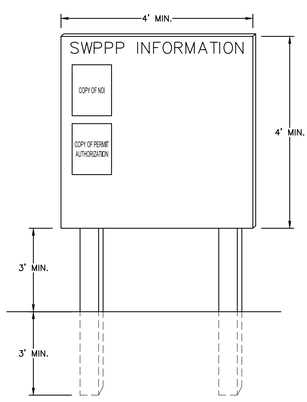
Section 1	Project Name and location information:	Madison Oaks
Section 2	Describe the nature of the construction activity:	CONSTRUCTION OF INFRASTRUCTURE FOR A MULTI-FAMILY RESIDENTIAL DEVELOPMENT
Section 3	Describe the intended sequence of major soil disturbing activities:	REFER TO CONSTRUCTION SEQUENCE ON SHEET C-100
Section 4	Total area of the site:	12.06 AC.
Section 5	Total area of the site to be disturbed:	12.06 AC.
Section 6	Existing data describing the soil or quality of any stormwater discharge from the site:	BASED ON THE SOIL SURVEY OF ORANGE COUNTY, FLORIDA, AS PREPARED BY THE U.S. DEPARTMENT OF AGRICULTURE NATURAL RESOURCE CONSERVATION SERVICE (FORMERLY THE SOIL CONSERVATION SERVICE), THE PROPERTY IS UNDERLAIN BY BROAD AREAS OF SANDY SOILS IDENTIFIED AS VARIANTS OF "CANDLER FINE SANDS". THESE SANDY SOILS ARE COMMONLY FOUND ON KNOLLS AND RIDGES ON MARINE TERRACES. THESE SOILS REPORTEDLY ARE MODERATELY TO STEEPLY SLOPING AND EXCESSIVELY WELL DRAINED. DEPTHS TO GROUNDWATER ARE TYPICALLY MORE THAN 80 INCHES BELOW THE NATURAL GROUND SURFACE FOR MOST OF THE YEAR.
Section 7	Estimate the drainage area size for each discharge point:	DISCHARGE POINT SW= 10.06 AC DISCHARGE POINT NW=2.0 AC
Section 8	Latitude and longitude of each discharge point and identify the receiving water or MS4 for each discharge point:	DISCHARGE POINT: WYLD OAKS MASTER DEVELOPMENT SYSTEM LAT: 28°44'59.15" LONG: 81°34'20.75"
Section 9	Give a detailed description of all controls, Best Management Practices (BMPs) and measures that will be implemented at the construction site for each activity identified in the intended sequence of major soil disturbing activities section. Provide time frames in which the controls will be implemented. NOTE: All controls shall be consistent with performance standards for erosion and sediment control and stormwater treatment set forth in s. 62-40.432, F.A.C., the applicable Stormwater or Environmental Resource Permitting requirements of the Department or a Water Management District, and the guidelines contained in the State of Florida Erosion and Sediment Control Designer and Reviewer Manual, FDOT, FDEP, and any subsequent amendments.	
	SILT FENCE AND SILT DIKE SHALL BE INSTALLED AROUND PERIMETER OF THE CONSTRUCTION SITE	
Section 10	Describe all temporary and permanent stabilization practices. Stabilization practices include temporary seeding, mulching, permanent seeding, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, vegetative preservations, etc.	
	THE PERIMETER SILT FENCE SHALL BE MAINTAINED AROUND THE ENTIRE PROJECT SITE UNTIL LANDSCAPE HAS BEEN INSTALLED.	
Section 11	Describe all structural controls to be implemented to divert stormwater flow from exposed soils and structural practices to store flows, retain sediment on-site or in any other way limit stormwater runoff. These controls include silt fences, earth dikes, diversions, swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, coagulating agents and temporary or permanent sediment basins.	
	SILT FENCE/SILT DIKE	
Section 12	Describe all sediment basins to be implemented for areas that will disturb 10 or more acres at one time. The sediment basins (or an equivalent alternative) should be able to provide 3,600 cubic feet of storage for each acre drained. Temporary sediment basins (or an equivalent alternative) are recommended for drainage areas under 10 acres.	
	SEE THE EROSION CONTROL PLAN	
Section 13	Describe all permanent stormwater management controls such as, but not limited to, detention or retention systems or vegetated swales that will be installed during the construction process.	
	N/A	

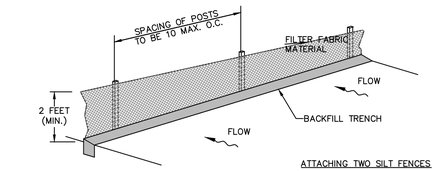
Section 14	Waste disposal, this may include construction debris, chemicals, litter, and sanitary wastes:	All construction materials and debris will be placed in a dumpster and hauled off site to a landfill or other proper disposal site. No materials will be buried on site.
Section 15	Offsite vehicle tracking from construction entrances/exits:	Off site vehicle tracking of sediments and dust generation will be minimized via a rock construction entrance, street sweeping and the use of water to keep dust down.
Section 16	The proper application rates of all fertilizers, herbicides and pesticides used at the construction site:	Florida-friendly fertilizers and pesticides will be used at a minimum and in accordance with the manufacturer's suggested application rates.
Section 17	The storage, application, generation and migration of all toxic substances:	All paints and other chemicals will be stored in a locked covered shed.
Section 18	Other:	Port-o-lets will be placed away from storm sewer systems, storm inlet(s), surface waters and wetlands. No vehicle maintenance shall be conducted on-site. A washdown area shall be designated at all times and will not be located in any area that will allow for the discharge of polluted runoff.
Section 19	Provide a detailed description of the maintenance plan for all structural and non-structural controls to assure that they remain in good and effective operating condition.	
	Contractor shall provide routine maintenance of permanent and temporary sediment and erosion control features in accordance with the technical specifications or as follows, whichever is more stringent: • Silt fence shall be inspected at least weekly. Any required repairs shall be made immediately. Sediment deposits shall be removed when they reach approximately one-half the height of the barrier. • Maintenance shall be performed on the rock entrance when any void spaces are full of sediment. • Inlet(s)/outfalls shall be inspected immediately after each rain event and any required repairs to the filter inlets, silt fence, or filter fabric shall be performed immediately. • Bare areas of the site that were previously seeded shall be reseeded per manufactures' instructions. • Mulch and sod that has been washed out shall be replaced immediately. • Maintain all other areas of the site with proper controls as necessary.	
Section 20	Inspections: Describe the inspection and inspection documentation procedures, as required by the FDEP NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities.	
	Qualified personnel will inspect all points of discharges, all disturbed areas of construction that have not been stabilized, constructed areas and locations where vehicles enter and exit the site, and all BMPs at least once every 7 calendar days and within 24 hours of the end of a rainfall event that is 0.5 inches or greater. Where sites have been finally stabilized, said inspections shall be conducted at least once every month until the Notice of Termination is filed.	
Section 21	Identify and describe all sources of non-stormwater discharges as allowed by the FDEP NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities.	
	N/A	
Section 22	All contractor(s) and subcontractor(s) identified in the SWPPP must sign the following 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."	

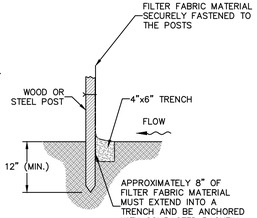
Section 22	Name	Title	Company Name, Address and Phone Number	Date



SWPPP INFORMATION SIGN
N.T.S

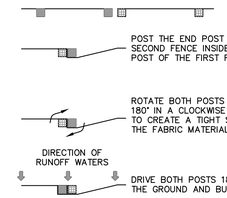
NOTES:
1. "SWPPP INFORMATION" MUST BE DISPLAYED PROMINENTLY ACROSS THE TOP OF THE SIGN, AS SHOWN IN THE DETAIL.
2. SIGN TO BE CONSTRUCTED OF A RIGID MATERIAL, SUCH AS PLYWOOD OR OUTDOOR SIGN BOARD. SIGN MUST BE CONSTRUCTED IN A MANNER TO PROTECT DOCUMENTS FROM DAMAGE DUE TO WEATHER (WIND, SUN, MOISTURE, ETC.).
3. THE SWPPP INFORMATION SIGN MUST BE LOCATED NEAR THE ENTRANCE/EXIT OF THE SITE, SUCH THAT IT IS ACCESSIBLE/VIEWABLE BY THE GENERAL PUBLIC, BUT NOT OBSTRUCTING VIEWS AS TO CAUSE A SAFETY HAZARD.
4. ALL POSTED DOCUMENTS MUST BE MAINTAINED IN A CLEARLY READABLE CONDITION AT ALL TIMES THROUGHOUT CONSTRUCTION AND UNTIL THE NOTICE-OF-TERMINATION (NOT) IS FILED FOR THE PERMIT.
5. CONTRACTOR SHALL POST OTHER STORM WATER AND/OR EROSION AND SEDIMENT CONTROL RELATED PERMITS ON THE SIGN AS REQUIRED BY THE LOCAL AGENCY.
6. SIGN SHALL BE LOCATED OUTSIDE OF PUBLIC RIGHT-OF-WAY AND EASEMENTS UNLESS APPROVED BY THE GOVERNING AGENCY.
7. CONTRACTOR IS RESPONSIBLE FOR ENSURING STABILITY OF THIS SWPPP INFORMATION SIGN.



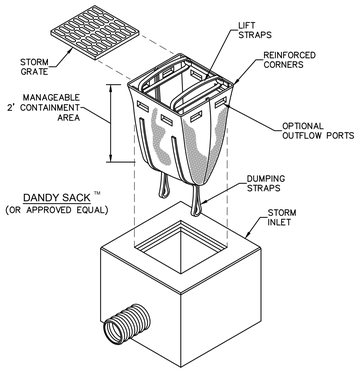


SILT FENCE INSTALLATION
N.T.S

ATTACHING TWO SILT FENCES

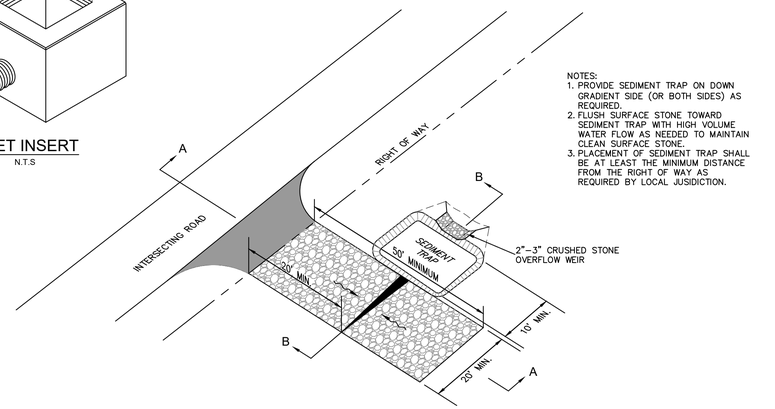


NOTES:
1. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY.
2. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.
3. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.



INLET INSERT
N.T.S

NOTES:
1. PROVIDE SEDIMENT TRAP ON DOWN GRADIENT SIDE (OR BOTH SIDES) AS REQUIRED.
2. FLUSH SURFACE STONE TOWARD SEDIMENT TRAP WITH HIGH VOLUME WATER FLOW AS NEEDED TO MAINTAIN CLEAN SURFACE STONE.
3. PLACEMENT OF SEDIMENT TRAP SHALL BE AT LEAST THE MINIMUM DISTANCE FROM THE RIGHT OF WAY AS REQUIRED BY LOCAL JUSIDICTION.



VIEW

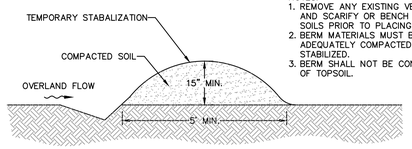
EROSION CONTROL NOTES

1. SEDIMENT BASINS AND TRAPS, PERIMETER DIKES, SEDIMENT BARRIERS AND OTHER MEASURES INTENDED TO TRAP SEDIMENT SHALL BE CONSTRUCTED AS A FIRST STEP IN ANY LAND DISTURBING ACTIVITY AND SHALL BE MADE FUNCTIONAL BEFORE UP-SLOPE LAND DISTURBANCE TAKES PLACE.
2. ALL SEDIMENT CONTROL MEASURES ARE TO BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION AND BE CONSTRUCTED PRIOR TO ANY GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIAL ON BALANCE OF SITE. PERIMETER SEDIMENT BARRIERS SHALL BE CONSTRUCTED TO PREVENT SEDIMENT OR TRASH FROM FLOWING OR FLOATING ON TO ADJACENT PROPERTIES.
3. PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN SEVEN (7) DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE. TEMPORARY SOIL STABILIZATION SHALL BE APPLIED WITHIN SEVEN (7) DAYS TO DENUDED AREAS THAT MAY NOT BE AT FINAL GRADE BUT WILL REMAIN UNDISTURBED FOR LONGER THAN 30 DAYS. PERMANENT STABILIZATION SHALL BE APPLIED TO AREAS THAT ARE TO BE LEFT UNDISTURBED FOR MORE THAN ONE YEAR.
4. DURING CONSTRUCTION OF THE PROJECT, SOIL STOCK PILES SHALL BE STABILIZED, COVERED OR CONTAINED WITH SEDIMENT TRAPPING MEASURES. THE APPLICANT 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.
5. A PERMANENT VEGETATIVE COVER SHALL BE ESTABLISHED ON DENUDED AREAS NOT OTHERWISE PERMANENTLY STABILIZED.
6. AFTER ANY SIGNIFICANT RAINFALL, SEDIMENT CONTROL STRUCTURES WILL BE INSPECTED FOR INTEGRITY. ANY DAMAGED DEVICES SHALL BE CORRECTED IMMEDIATELY.
7. CONCENTRATED RUNOFF SHALL NOT FLOW DOWN CUT OR FILL SLOPES UNLESS CONTAINED WITHIN AN ADEQUATE TEMPORARY OR PERMANENT CHANNEL, FLUME, SLOPE DRAIN STRUCTURE OR APPROVED CONTROL.
8. SEDIMENT WILL BE PREVENTED FROM ENTERING ANY STORM WATER SYSTEM, DITCH OR CHANNEL. ALL STORM WATER 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.
9. WHEN WORK IN A LIVE WATERCOURSE IS PERFORMED, PRECAUTIONS SHALL BE TAKEN TO MINIMIZE ENCROACHMENT, CONTROL SEDIMENT TRANSPORT AND STABILIZE THE WORK AREA TO THE GREATEST EXTENT POSSIBLE DURING CONSTRUCTION.
10. PERIODIC INSPECTION AND MAINTENANCE OF ALL SEDIMENT CONTROL STRUCTURES MUST BE PROVIDED TO ENSURE INTENDED PURPOSE IS ACCOMPLISHED. THE DEVELOPER, OWNER AND/OR CONTRACTOR SHALL BE CONTINUALLY RESPONSIBLE FOR ALL SEDIMENT CONTROLS. SEDIMENT CONTROL MEASURES SHALL BE IN WORKING CONDITION AT THE END OF EACH WORKING DAY.
11. WHERE CONSTRUCTION VEHICLE ACCESS ROUTES INTERSECT PAVED PUBLIC ROADS, PROVISIONS SHALL BE MADE TO MINIMIZE THE TRANSPORT OF SEDIMENT BY TRACKING ONTO THE PAVED SURFACE. WHERE SEDIMENT IS TRANSPORTED ONTO A PUBLIC ROAD SURFACE WITH CURBS AND GUTTERS, THE ROAD SHALL BE CLEANED THOROUGHLY AT THE END OF EACH DAY. SEDIMENT SHALL BE REMOVED FROM THE ROADS BY SHOVELING OR SWEEPING AND TRANSPORTED TO A SEDIMENT CONTROL DISPOSAL AREA. STREET WASHING SHALL BE ALLOWED ONLY AFTER SEDIMENT IS REMOVED IN THIS MANNER. THIS PROVISION SHALL APPLY TO INDIVIDUAL SUBDIVISION LOTS AS WELL AS TO LARGER LAND DISTURBING ACTIVITIES.
12. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED.
13. PROPERTIES AND WATERWAYS DOWNSTREAM FROM CONSTRUCTION SITES SHALL BE PROTECTED FROM SEDIMENT DEPOSITION AND EROSION AT ALL TIMES DURING CONSTRUCTION.
14. EROSION CONTROL DESIGN AND CONSTRUCTION SHALL FOLLOW THE REQUIREMENTS IN THE "FLORIDA EROSION AND SEDIMENT CONTROL MANUAL" AND COUNTY PERMITS.
15. CONTRACTOR IS RESPONSIBLE FOR ALL SURFACE WATER DISCHARGES, RAINFALL RUN OFF OR DEWATERING ACTIVITIES.
16. CONTRACTOR MUST INCORPORATE ALL BMP'S NECESSARY TO MEET OR EXCEED STATE WATER QUALITY AND SWPPP REQUIREMENTS.
17. THE POLLUTION PREVENTION PLAN IS A MINIMUM GUIDELINE ONLY. ADDITIONAL BMP'S MAY BE NECESSARY AT CONTRACTOR'S EXPENSE.
18. NOI TO BE POSTED ON SITE.

DIKE PLAN VEIW

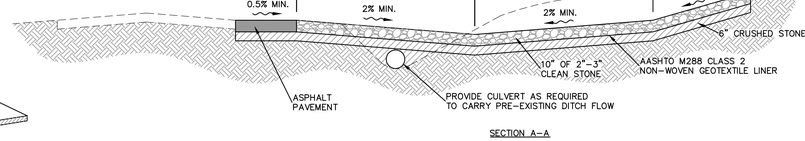
SILT DIKE ON EXISTING PAVEMENT
N.T.S

NOTES:
1. INSTALLED SILT DIKE UNIT SHALL HAVE CONTINUOUS AND FIRM CONTACT WITH PAVEMENT.
2. ADHESIVES SHALL BE LIQUID NAIL OR APPROVED EQUAL FOR CONCRETE PAVEMENT APPLICATIONS AND EMULSIFIED ASPHALT FOR ASPHALT APPLICATIONS. ADHESIVE SHALL BE PLACED WHERE THE UNITS OVERLAP AND A 20" STRIP ALONG BOTH EDGES.

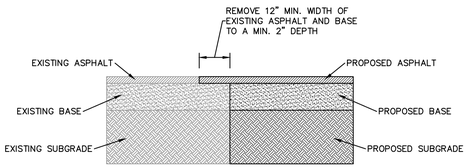


TEMPORARY DIVERSION DITCH
N.T.S

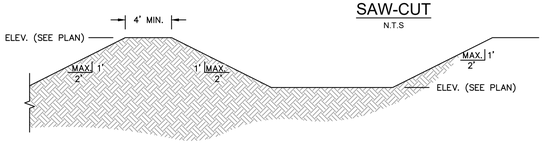
NOTES:
1. REMOVE ANY EXISTING VEGETATION AND SCARIFY OR BENCH ADJACENT SOILS PRIOR TO PLACING BERM.
2. BERM MATERIALS MUST BE ADEQUATELY COMPACTED AND STABILIZED.
3. BERM SHALL NOT BE CONSTRUCTED OF TOPSOIL.



SECTION A-A



SAW-CUT
N.T.S



SEDIMENT BASIN
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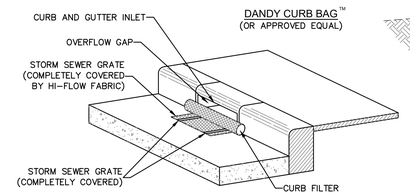
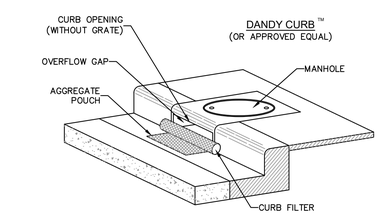
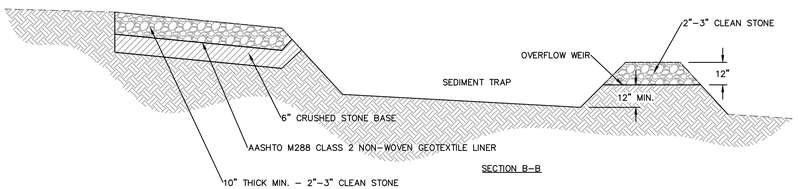




CURB INLET SEDIMENT CONTROL
N.T.S



SECTION B-B

CONSTRUCTION EXIT
N.T.S

Kimley»Horn
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No.	REVISIONS	DATE	BY

12/19/2023

KHA PROJECT 147922000
DATE 08/31/2023
SCALE AS SHOWN
DESIGNED BY ESM
DRAWN BY ESM
CHECKED BY KMR

EROSION CONTROL DETAILS

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP, LLC
CITY OF APOPKA FLORIDA

SHEET NUMBER
C-150

Plotted By:Santiago Noni Sheet Set:MADISON OAKS Layout:C-150 EROSION CONTROL DETAILS December 19, 2023 02:34:42pm K:\VRB_Dfr\V\147922000 wyld oaks mf-3\CADD\Xrefsheets\C-150 EROSION CONTROL DETAILS.dwg
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Plotted By:Thimmer, Cassidy Sheet Set:MADISON OAKS Layout:C-200 OVERALL PLAN January 09, 2024 11:12:22am K:\VRB_LOE\V\147922000 wyld oaks mf-3\CADD\plansheets\C-200 OVERALL PLAN.dwg
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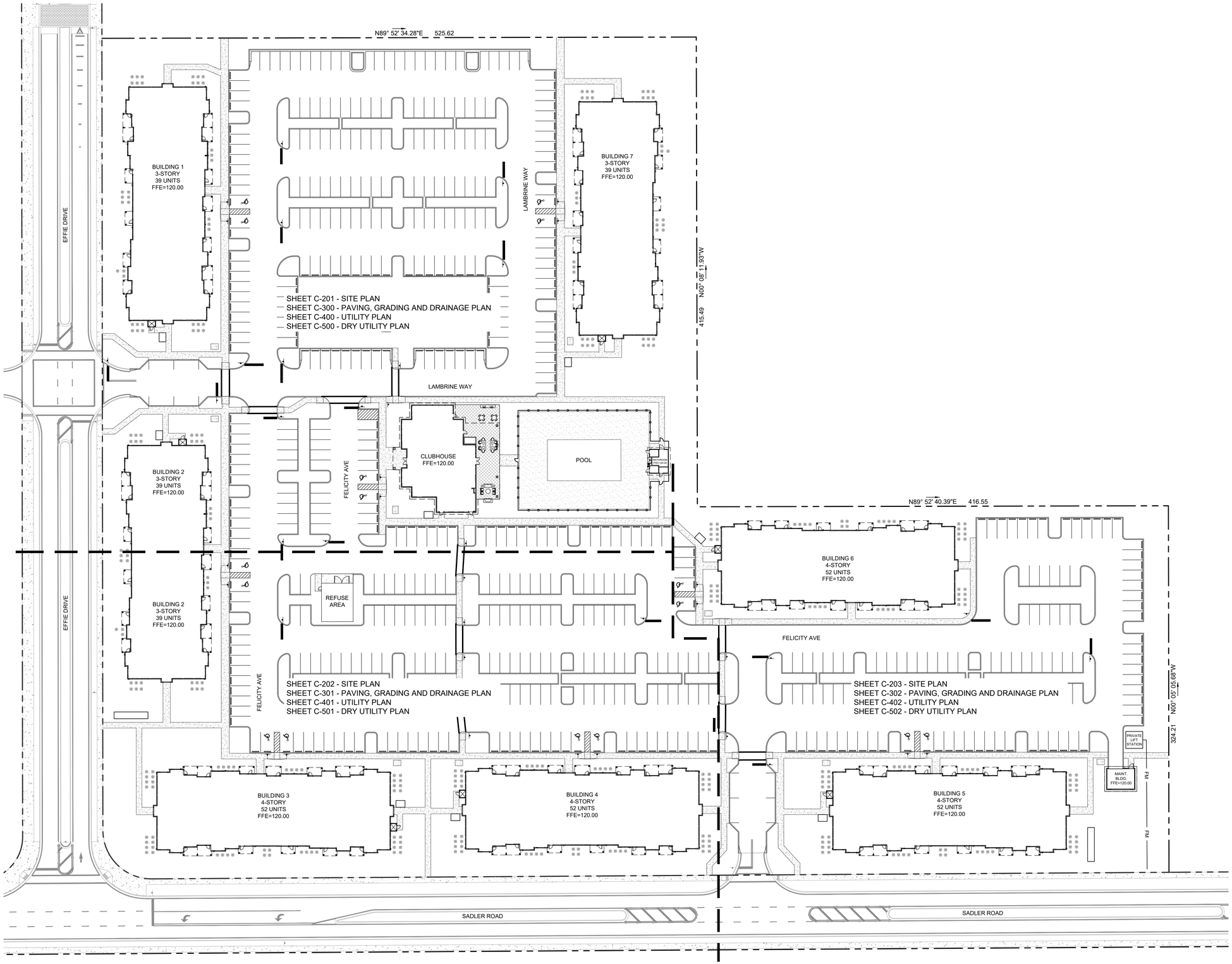

NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

No.	REVISIONS	DATE	BY

Kimley»Horn

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445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

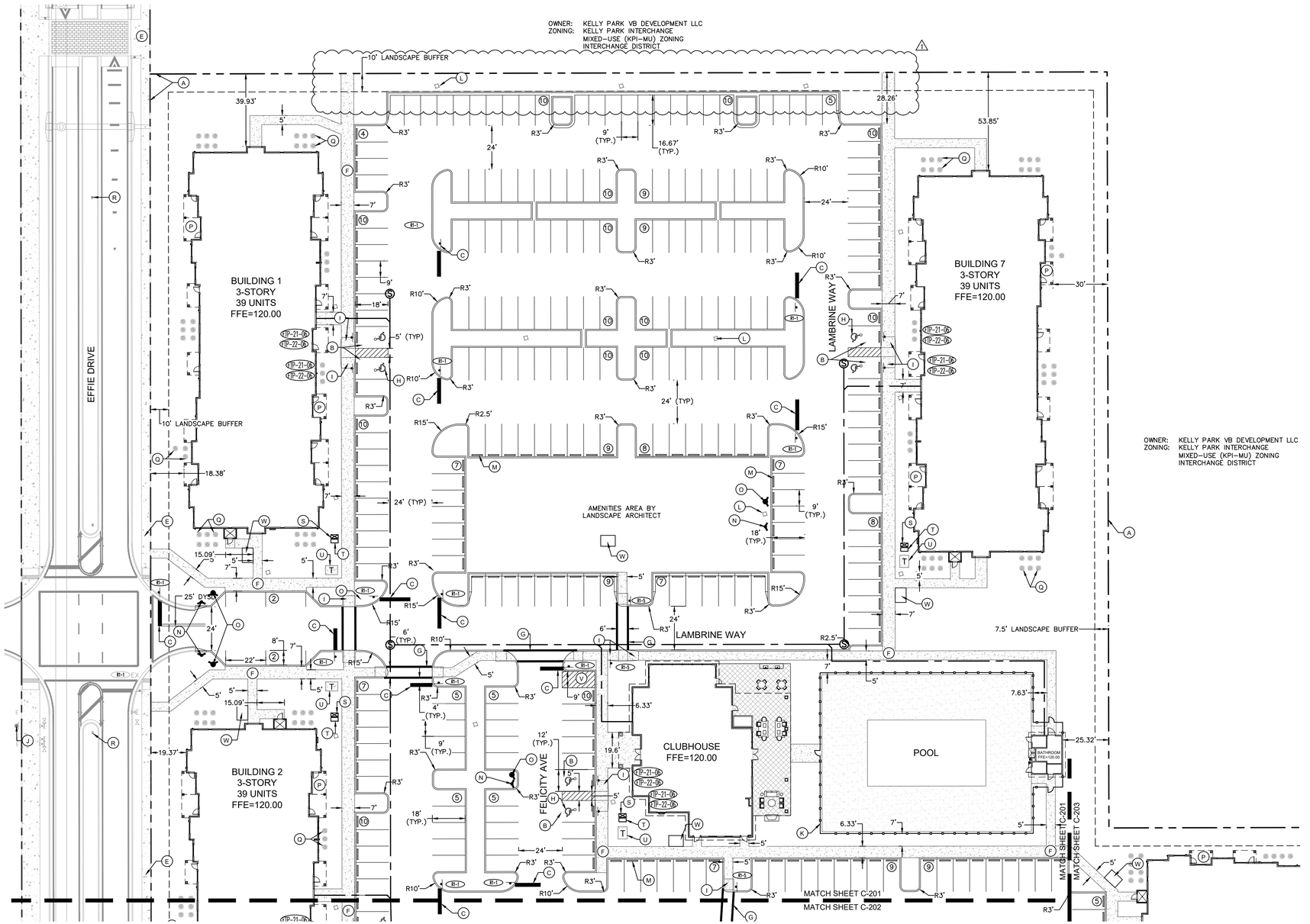
1/9/2024

KHA PROJECT 147922000
DATE 08/31/2023
SCALE AS SHOWN
DESIGNED BY ESM
DRAWN BY ESM
CHECKED BY KMR

OVERALL PLAN

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP, LLC
CITY OF APOPKA FLORIDA

SHEET NUMBER
C-200



OWNER: KELLY PARK VB DEVELOPMENT LLC
ZONING: KELLY PARK INTERCHANGE
MIXED-USE (KPI-MU) ZONING
INTERCHANGE DISTRICT

NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

SITE DATA

PROJECT DESCRIPTION:	NEW CONSTRUCTION OF RESIDENTIAL BUILDINGS
PARCEL ID:	PORTION OF 13-20-27-4300-01-000
LOCATION:	SECTION 13, TOWNSHIP 20S, RANGE 27E
ADDRESS:	NEC OF PROPOSED EFFIE DRIVE AND PROPOSED SADLER ROAD
ZONING DISTRICT:	PROPOSED INTERCHANGE DISTRICT MU-KPI
LAND USE:	MU-RESIDENTIAL
FLOOD ZONE:	ZONE X, AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 12095C0125H, EFFECTIVE DATE SEPTEMBER 24, 2011. NO BASE FLOOD ELEVATION

	REQUIRED	PROVIDED
MAX. BUILDING HEIGHT	8 STORIES MAX.	4 STORIES MAX.

PROPERTY AREA: 525,626 S.F. (12.06 AC.)

FLOOR AREA RATIO: 114,533 / 525,626 = 0.22

SITE COVERAGE:	REQUIRED	PROVIDED		
SITE AREA:	N/A	525,626 S.F.	(12.06 AC)	100.0%
BUILDING AREA:	N/A	114,533 S.F.	(2.63 AC)	21.81%
IMPERVIOUS AREA (85% MAX.):		247,629 S.F.	(5.68 AC)	48.23%
PERVIOUS AREA (15% MIN.):		163,464 S.F.	(3.75 AC)	29.96%

BUILDING SETBACKS:	REQUIRED	PROVIDED
FRONT (WEST/EFFIE DR.)	10' MIN., 20' MAX	16.50'
REAR (EAST)	10'	25.32'
SIDE (NORTH)	7.5	28.30'
SIDE (SOUTH/SADLER RD.)	7.5	15.63'

PARKING SUMMARY:	REQUIRED	PROVIDED
STANDARD	564	565
ACCESSIBLE	12*	16
TOTAL		581

* 12 SPACES REQUIRED BASED ON TOTAL PROVIDED PARKING PER ADA CODE

PARKING CALCULATION:
1 BEDROOM = 1.5 SPACES PER UNIT = 1.5 SPACES X 175 UNITS = 263 SPACES
2 BEDROOM = 2 SPACES PER UNIT = 2 SPACES X 125 UNITS = 250 SPACES
3 BEDROOM = 2.5 SPACES PER UNIT = 2.5 SPACES X 25 UNITS = 63 SPACES
TOTAL PARKING REQUIRED = 576 SPACES

*SPECIAL EXCEPTION USE PERMIT GRANTED FOR MULTI-FAMILY USE(S) AT THE APRIL 11, 2023 PLANNING COMMISSION.

LEGEND

- (A) PROPERTY LINE
- (B) ACCESSIBLE PARKING SPACE AND SIGN (TYP.) (REFER TO DETAIL, SHEET C-350)
- (C) 24" PAINTED STOP BAR WITH STOP SIGN
- (D) SCREENED AND GATED REFUSE AREA, C-202 (REFER TO ARCH. DRAWINGS)
- (E) EXISTING SIDEWALK
- (F) CONCRETE SIDEWALK (REFER TO DETAIL, SHEET C-350)
- (G) STRIPED CROSSWALK PER FDOT INDEX #711-001
- (H) ACCESSIBLE PAVEMENT MARKING (TYP.)
- (I) ACCESSIBLE CURB RAMP (TYP). SEE DETAIL SHEET C-350.
- (J) EXISTING FIRE HYDRANT
- (K) FENCE
- (L) LIGHT POLE (TYP). REFER TO PHOTOMETRIC PLANS
- (M) WHEEL STOP (TYP)
- (N) FIRE HYDRANT
- (O) FIRE DEPARTMENT CONNECTION
- (P) PATIO (TYP)
- (Q) AC CONDENSER UNITS ON CONCRETE PAD (TYP.) BY ARCH/MEP
- (R) EXISTING LIGHT POLE (TYP.)
- (S) AT&T HAND HOLE
- (T) FPL HAND HOLE
- (U) TRANSFORMER PAD
- (V) POST OFFICE DROP OFF (SHEET C-201)
- (W) BIKE RACK

NOTES:

1. REFER TO PAVING, GRADING AND DRAINAGE DETAILS SHEET FOR PAVEMENT DETAILS.
2. REFER TO LANDSCAPE PLANS FOR LANDSCAPE DETAILS.
3. ALL STRIPING ON ROADWAYS AND DRIVE AISLES (STOP BARS, CROSSWALKS, LANE STRIPING) SHALL BE THERMOPLASTIC.
4. ALL LANDSCAPE ISLAND RADII ARE TO BE 10' OUTSIDE ADJACENT TO MAIN DRIVE AISLE AND 3' INSIDE RADII ADJACENT TO PARKING SPACE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
6. REFER TO OFFSITE ROADWAY PLANS FOR MORE INFORMATION.
7. PHOTOMETRIC PLAN FOR STREET LIGHTS ALONG EFFIE DRIVE AND SADLER ROAD HAVE BEEN APPROVED AND INCLUDED IN THE WYLD OAKS INFRASTRUCTURE CSP.

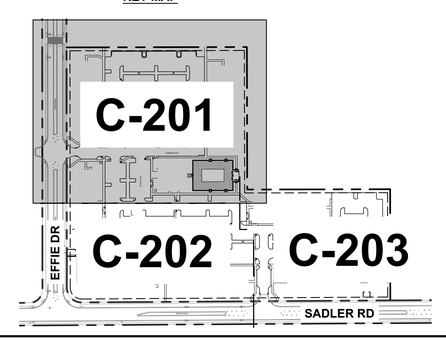
SIGN LEGEND

FTP-21-06	ACCESSIBLE PARKING
FTP-22-06	ACCESSIBLE PENALTY
R1-1	30" STOP SIGN
R1-5/R	YIELD TO PEDESTRIAN SIGN

SYMBOL LEGEND

- ACCESSIBLE PARKING SPACE
- PARKING STALL COUNT - DO NOT PAINT
- TRANSFORMER PAD
- DSYL DOUBLE SOLID YELLOW LINE
- AT&T HAND HOLE
- FPL HAND HOLE
- PROPERTY LINE
- LIGHT POLE

KEY MAP



NOTE: THIS PROJECT IS 12.06 ACRES IN SIZE AND PROPOSING 325 UNITS. THE DENSITY OF THE PROJECT IS 27 DU/ACRE IF CALCULATED ON A PROJECT ACREAGE BASIS. HOWEVER, SECTION 8 OF THE KELLY PARK CROSSINGS (NKA WYLD OAKS) DEVELOPMENT AGREEMENT PROVIDES THAT THE DENSITY ALLOWED WITHIN EACH OF THE DISTRICTS (AKA CHARACTER ZONES) WITHIN THE DEVELOPMENT SHALL BE CALCULATED BASED ON THE TOTAL GROSS ACREAGE OF EACH DISTRICT AND NOT ON AN INDIVIDUAL PROJECT BASIS. THUS, THE DENSITY OF A RESIDENTIAL PROJECT, AS CALCULATED ON A PROJECT ACREAGE BASIS, MAY EXCEED THE MAXIMUM DENSITY ESTABLISHED FOR THE DISTRICT SO LONG AS THE OVERALL DENSITY OF THE DISTRICT, AS CALCULATED ON GROSS ACREAGE BASIS DOES, NOT EXCEED SUCH MAXIMUM. PURSUANT TO THE APPROVED MASTER PLAN FOR THE KELLY PARK CROSSINGS (NKA WYLD OAKS) AND SECTION 8 OF THE DEVELOPMENT AGREEMENT, A MAXIMUM DENSITY OF THE INTERCHANGE DISTRICT IS 15 DU/ACRE, WHICH WOULD ALLOW UP TO 1,069 RESIDENTIAL UNITS (71.27 ACRES X 15 DU/ACRE) IF DEVELOPMENT BONUSES DESCRIBED IN THE RECORDED DEVELOPMENT AGREEMENT WERE OBTAINED. IF THE DENSITY BONUSES WERE NOT OBTAINED, THEN A MAXIMUM DENSITY OF 10 DU/ACRE - THE BASE DENSITY ALLOWED UNDER THE KPI CODE - WOULD BE APPLIED. THIS PROJECT HAS NOT OBTAINED ANY DENSITY BONUSES. THEREFORE, THE MAXIMUM NUMBER OF RESIDENTIAL UNITS ALLOWED IN THE INTERCHANGE DISTRICT IS REDUCED TO 1,008 UNITS TO REFLECT THE APPLICATION OF THE BASE DENSITY OF 10 DU/ACRE TO THE ACREAGE OF THIS PROJECT PURSUANT TO THE FOLLOWING FORMULA: (12.06 ACRES X 10 DU/ACRE) + (59.21 ACRES X 15 DU/ACRE) = 1,008 RESIDENTIAL UNITS FOR THE ENTIRE DISTRICT

WYLD OAKS INTERCHANGE DISTRICT	
MAXIMUM RESIDENTIAL UNITS	1,008
RESIDENTIAL UNITS PREVIOUSLY ALLOCATED TO OTHER PROJECTS IN INTERCHANGE DISTRICT	0
RESIDENTIAL UNITS ALLOCATED TO THIS PROJECT (MADISON OAKS)	325
RESIDENTIAL UNITS REMAINING IN INTERCHANGE DISTRICT	683

No.	REVISIONS	DATE	BY
1	APOPKA DRC COMMENTS	10-04-24	CET

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KHA PROJECT 147922000
DATE 08/31/2023
SCALE AS SHOWN
DESIGNED BY ESM
DRAWN BY ESM
CHECKED BY KMR

1/9/2024

SITE PLAN

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP, LLC

CITY OF APOPKA FLORIDA

SHEET NUMBER
C-201

Plotted By: Thimmer, Cassidy Sheet Set: MADISON OAKS Layout: C-201 SITE PLAN January 09, 2024 11:12:35am K:\ORB_LDEV\147922000 wyld oaks mf-3\CADD\plansheets\C-201 SITE PLAN.dwg
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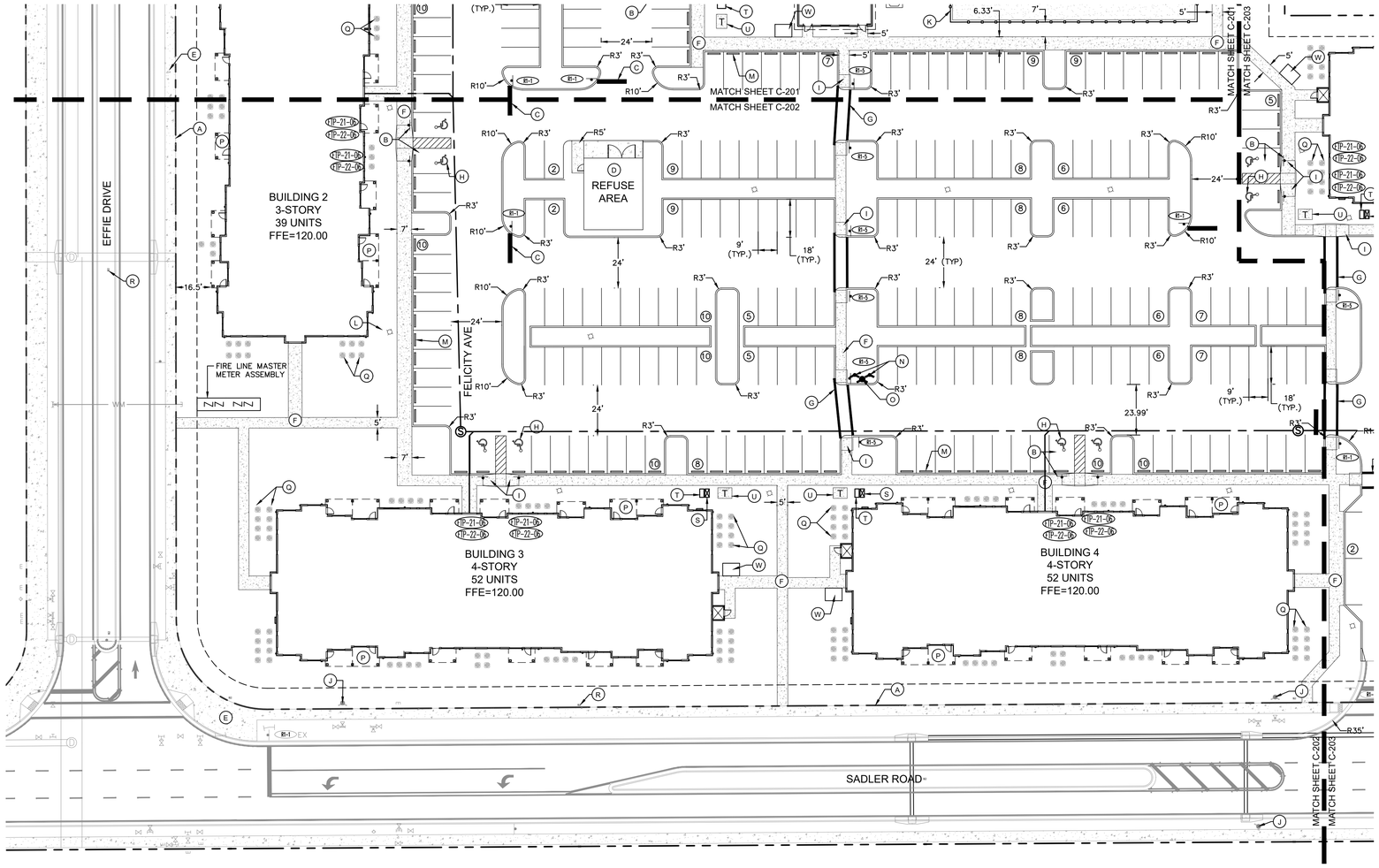

NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

LEGEND

- (A) PROPERTY LINE
- (B) ACCESSIBLE PARKING SPACE AND SIGN (TYP.) (REFER TO DETAIL, SHEET C-350)
- (C) 24" PAINTED STOP BAR WITH STOP SIGN
- (D) SCREENED AND GATED REFUSE AREA, C-202 (REFER TO ARCH. DRAWINGS)
- (E) EXISTING SIDEWALK
- (F) CONCRETE SIDEWALK (REFER TO DETAIL, SHEET C-350)
- (G) STRIPED CROSSWALK PER FDOT INDEX #711-001
- (H) ACCESSIBLE PAVEMENT MARKING (TYP.)
- (I) ACCESSIBLE CURB RAMP (TYP). SEE DETAIL SHEET C-350.
- (J) EXISTING FIRE HYDRANT
- (K) FENCE
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- (O) FIRE DEPARTMENT CONNECTION
- (P) PATIO (TYP)
- (Q) AC CONDENSER UNITS ON CONCRETE PAD (TYP.) BY ARCH/MEP
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- (S) AT&T HAND HOLE
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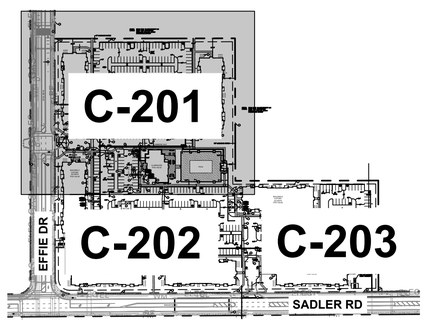
SIGN LEGEND

FTP-21-06	ACCESSIBLE PARKING
FTP-22-06	ACCESSIBLE PENALTY
R1-1	30" STOP SIGN
R1-5L/R	YIELD TO PEDESTRIAN SIGN

SYMBOL LEGEND

	ACCESSIBLE PARKING SPACE
	PARKING STALL COUNT - DO NOT PAINT
T	TRANSFORMER PAD
DSYL	DOUBLE SOLID YELLOW LINE
	AT&T HAND HOLE
	FPL HAND HOLE
	PROPERTY LINE
	LIGHT POLE

KEY MAP



No.	REVISIONS	DATE	BY
1	APOPKA DRC COMMENTS	10-04-24	CET

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KHA PROJECT 147922000
DATE 08/31/2023
SCALE AS SHOWN
DESIGNED BY ESM
DRAWN BY ESM
CHECKED BY KMR

SITE PLAN

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP, LLC
CITY OF APOPKA FLORIDA

SHEET NUMBER
C-202

1/9/2024

Plotted By: Thimmer, Cassidy Sheet Set: MADISON OAKS Layout: C-202 SITE PLAN January 09, 2024 11:12:40am K:\ORB_LDEV\147922000 wyld oaks mf-3\CADD\plansheets\C-202 SITE PLAN.dwg
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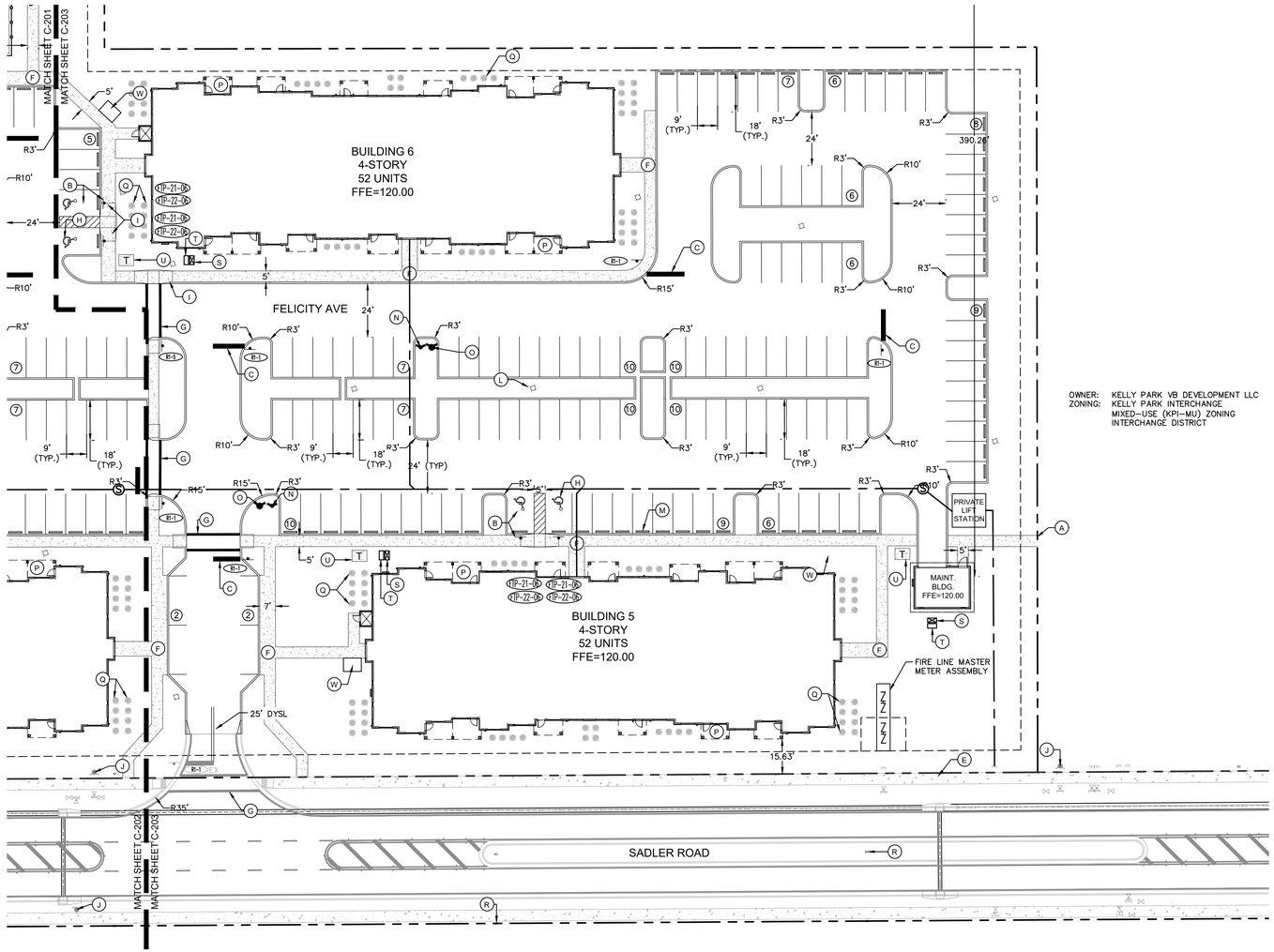


OWNER: KELLY PARK VB DEVELOPMENT LLC
ZONING: KELLY PARK INTERCHANGE
MIXED-USE (KPI-MU) ZONING
INTERCHANGE DISTRICT

NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

LEGEND

- (A) PROPERTY LINE
- (B) ACCESSIBLE PARKING SPACE AND SIGN (TYP.) (REFER TO DETAIL, SHEET C-350)
- (C) 24" PAINTED STOP BAR WITH STOP SIGN
- (D) SCREENED AND GATED REFUSE AREA, C-202 (REFER TO ARCH. DRAWINGS)
- (E) EXISTING SIDEWALK
- (F) CONCRETE SIDEWALK (REFER TO DETAIL, SHEET C-350)
- (G) STRIPED CROSSWALK PER FDOT INDEX #711-001
- (H) ACCESSIBLE PAVEMENT MARKING (TYP.)
- (I) ACCESSIBLE CURB RAMP (TYP). SEE DETAIL SHEET C-350.
- (J) EXISTING FIRE HYDRANT
- (K) FENCE
- (L) LIGHT POLE (TYP). REFER TO PHOTOMETRIC PLANS
- (M) WHEEL STOP (TYP)
- (N) FIRE HYDRANT
- (O) FIRE DEPARTMENT CONNECTION
- (P) PATIO (TYP)
- (Q) AC CONDENSER UNITS ON CONCRETE PAD (TYP.) BY ARCH/MEP
- (R) EXISTING LIGHT POLE (TYP.)
- (S) AT&T HAND HOLE
- (T) FPL HAND HOLE
- (U) TRANSFORMER PAD
- (V) POST OFFICE DROP OFF (SHEET C-201)
- (W) BIKE RACK

NOTES:

1. REFER TO PAVING, GRADING AND DRAINAGE DETAILS SHEET FOR PAVEMENT DETAILS.
2. REFER TO LANDSCAPE PLANS FOR LANDSCAPE DETAILS.
3. ALL STRIPING ON ROADWAYS AND DRIVE AISLES (STOP BARS, CROSSWALKS, LANE STRIPING) SHALL BE THERMOPLASTIC.
4. ALL LANDSCAPE ISLAND RADII ARE TO BE 10' OUTSIDE ADJACENT TO MAIN DRIVE AISLE AND 3' INSIDE RADII ADJACENT TO PARKING SPACE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
6. REFER TO OFFSITE ROADWAY PLANS FOR MORE INFORMATION.
7. PHOTOMETRIC PLAN FOR STREET LIGHTS ALONG EFFIE DRIVE AND SADLER ROAD HAVE BEEN APPROVED AND INCLUDED IN THE WYLD OAKS INFRASTRUCTURE CSP.

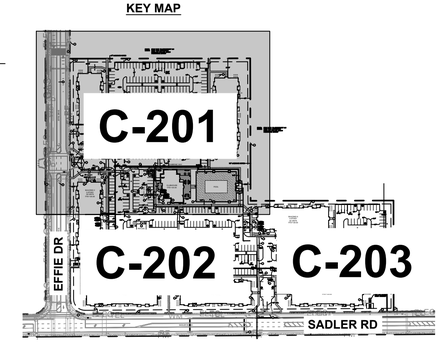
SIGN LEGEND

FTP-21-06	ACCESSIBLE PARKING
FTP-22-06	ACCESSIBLE PENALTY
R1-1	30" STOP SIGN
R1-5L/R	YIELD TO PEDESTRIAN SIGN

SYMBOL LEGEND

	ACCESSIBLE PARKING SPACE
#	PARKING STALL COUNT - DO NOT PAINT
T	TRANSFORMER PAD
DSYL	DOUBLE SOLID YELLOW LINE
	AT&T HAND HOLE
	FPL HAND HOLE
	PROPERTY LINE
	LIGHT POLE

KEY MAP



No.	REVISIONS	DATE	BY
1	APOPKA DRC COMMENTS	10-04-24	CET

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1/9/2024

KHA PROJECT 147922000
DATE 08/31/2023
SCALE AS SHOWN
DESIGNED BY ESM
DRAWN BY ESM
CHECKED BY KMR

SITE PLAN

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP, LLC
CITY OF APOPKA FLORIDA

SHEET NUMBER
C-203

Plotted By: Thimmer, Cassidy Sheet Set: MADISON OAKS Layout: C-203 SITE PLAN January 09, 2024 11:12:52am K:\VRB_LDEV\147922000 wyld oaks mf-3\CADD\plansheets\C-201 SITE PLAN.dwg
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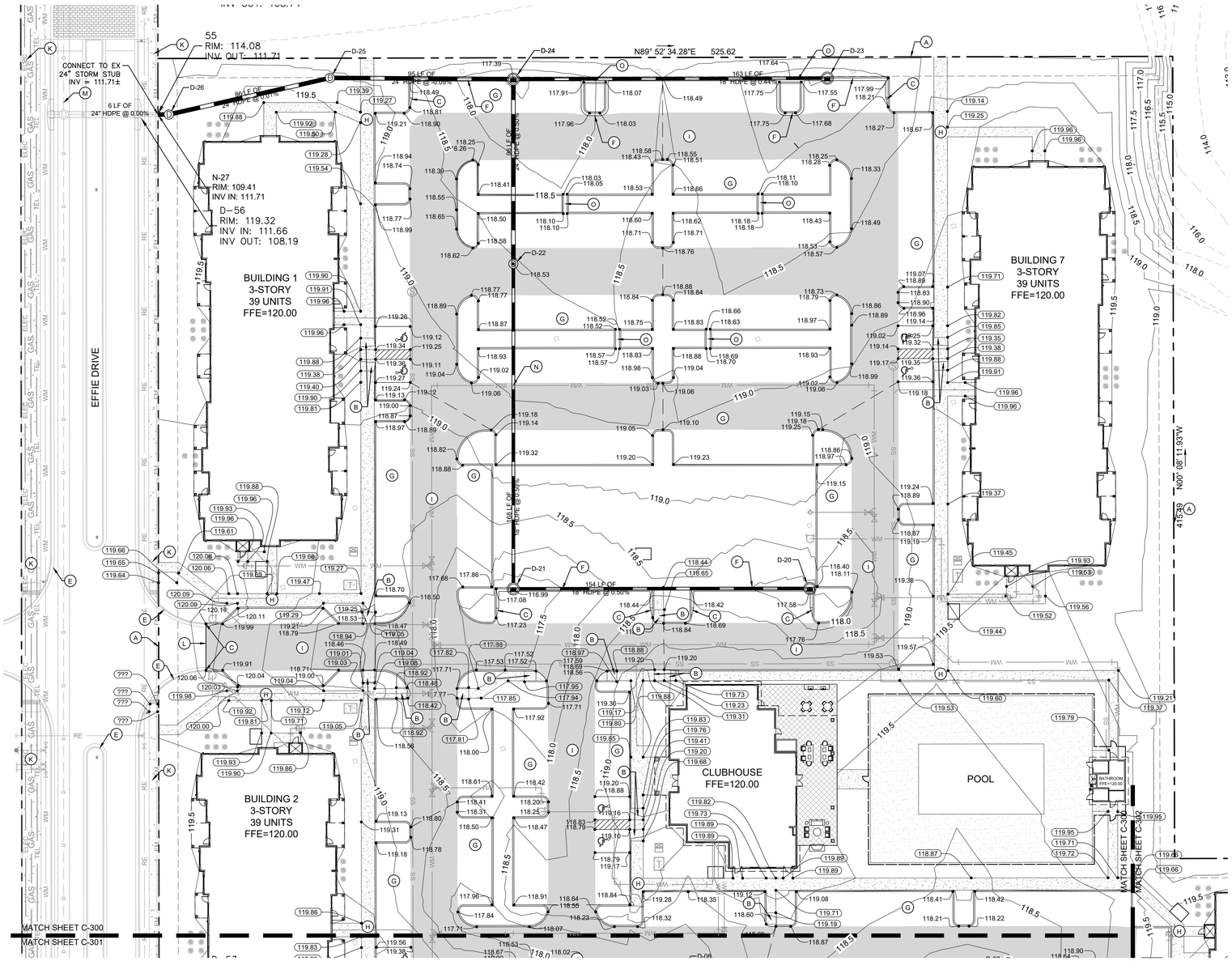


NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM (NAVD88)

LEGEND

- (A) PROPERTY LINE
- (B) ACCESSIBLE RAMP (SEE DETAIL SHEET C-350)
- (C) 3' CURB TRANSITION
- (D) FDOT TYPE "D" CURB (SEE DETAIL SHEET C-350)
- (E) EXISTING CURB
- (F) FDOT TYPE "F" CURB (SEE DETAIL SHEET C-350)
- (G) STANDARD DUTY ASPHALT PAVEMENT (TYP. PARKING PAVEMENT) (SEE DETAIL SHEET C-350)
- (H) STANDARD CONCRETE SIDEWALK (SEE DETAIL SHEET C-350)
- (I) HEAVY DUTY ASPHALT (SEE DETAIL 3 SHEET C-350)
- (J) HEAVY DUTY CONCRETE (SEE DETAIL SHEET C-350)
- (K) EXISTING SIDEWALK
- (L) TIE INTO EXISTING PAVEMENT
- (M) EXISTING DRAINAGE PIPE
- (N) UTILITY CROSSING (SEE UTILITY SHEETS)
- (O) 2' DRAINAGE CHASE

PAVING AND GRADING NOTES

1. TOPOGRAPHIC INFORMATION IS TAKEN FROM A TOPOGRAPHIC SURVEY BY LAND SURVEYORS. IF THE CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON THE PLANS, WITHOUT EXCEPTION, THEN THE CONTRACTOR SHALL SUPPLY, AT THEIR EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED LAND SURVEYOR TO THE OWNER FOR REVIEW.
2. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
3. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME.
4. ALL MATERIALS AND CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY SHALL CONFORM TO THE LATEST FDOT DESIGN STANDARDS AND LATEST STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
5. FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE SPECIFICATIONS AND LOCAL JURISDICTIONAL AGENCY. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
6. CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.
7. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS FOR ALL NATURAL AND PAVED AREAS.
8. ALL AREAS INDICATED AS PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TYPICAL PAVEMENT SECTIONS AS INDICATED ON THE DRAWINGS.
9. WHERE EXISTING PAVEMENT IS INDICATED TO BE REMOVED AND REPLACED, THE CONTRACTOR SHALL SAW-CUT THE FULL DEPTH OF PAVEMENT FOR A SMOOTH AND STRAIGHT JOINT AND REPLACE THE PAVEMENT WITH THE SAME TYPE AND DEPTH OF MATERIAL AS EXISTING OR AS INDICATED.
10. WHERE NEW PAVEMENT MEETS THE EXISTING PAVEMENT, THE CONTRACTOR SHALL SAW-CUT THE FULL DEPTH OF EXISTING PAVEMENT FOR A SMOOTH AND STRAIGHT JOINT AND MATCH THE EXISTING PAVEMENT ELEVATION WITH THE PROPOSED PAVEMENT UNLESS OTHERWISE INDICATED.
11. ELEVATIONS SHOWN AT CURB LINE ARE EDGE OF PAVEMENT UNLESS SPECIFIED OTHERWISE.
12. CONTRACTOR SHALL EXCAVATE EXISTING PAVEMENT/SIDEWALK AREAS THAT ARE TO BE LANDSCAPED A MINIMUM OF 30" OR AS DEEP AS NECESSARY TO ENSURE ALL STONE BASE / PAVEMENT MATERIAL IS REMOVED (WHICHEVER IS GREATER) AND BACKFILL WITH CLEAN / DRAINING SAND TO WITHIN 4" OF TOP OF CURB TO ENSURE PROPER SOIL FOR PLANT MATERIALS.
13. THE CONTRACTOR SHALL ENSURE THAT ISLAND PLANTING AREAS AND OTHER PLANTING AREAS ARE NOT OVER-COMPACTED AND DO NOT CONTAIN ROAD BASE MATERIALS. THE CONTRACTOR SHALL ALSO EXCAVATE AND REMOVE ALL UNDESIRABLE MATERIAL FROM ALL AREAS ON THE SITE TO BE PLANTED AND PROPERLY DISPOSED OF IN A LEGAL MANNER.
14. ALL CUT OR FILL SLOPES SHALL BE 4H:1V OR FLATTER UNLESS OTHERWISE NOTED.
15. ALL UN-SURFACED AREAS DISTURBED BY GRADING OPERATION SHALL RECEIVE 4 INCHES OF TOPSOIL. CONTRACTOR SHALL APPLY STABILIZATION FABRIC TO ALL SLOPES 3H:1V OR STEEPER. CONTRACTOR SHALL STABILIZE DISTURBED AREAS IN ACCORDANCE WITH GOVERNING SPECIFICATIONS UNTIL A HEALTHY STAND OF VEGETATION IS OBTAINED.
16. THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED AND SHALL RE-GRADE WASHOUTS WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL A GRASS STAND IS WELL ESTABLISHED OR ADEQUATE STABILIZATION OCCURS.
17. LANDSCAPE ISLANDS IN PARKING AREA TO BE BERMED 18" ABOVE BACK OF CURB ELEVATION.

RAINFALL EVENT	MAX STAGE AT THE POND (NAVD 88)
100 YEAR 24 HR	116.23 FT
25 YEAR 24 HR	115.04 FT
10 YEAR 24 HR	114.14 FT

PROPOSED BUILDINGS FFE = 120 FT NAVD 88
MIN INLET ELEVATION = 116.99 FT NAVD 88

DRAINAGE STRUCTURE TABLE			
STRUCTURE	TYPE	RIM EL. (FT.)	INV. EL. (FT.)
D-01	TYPE C	RIM: 120.38	117.32(W)
D-02	TYPE C	RIM: 119.84	116.77(E) 114.04(W)
D-03	TYPE C	RIM: 118.02	113.20(E) 113.10(W)
D-3A	TYPE C	RIM: 117.86	112.75(S) 112.89(E) 114.81(W)
D-3B	TYPE C	RIM: 117.49	114.05(N)
D-04	TYPE C	RIM: 117.68	114.44(E) 114.34(W)
D-05	TYPE C	RIM: 117.87	113.84(E) 113.74(W)
D-06	TYPE C	RIM: 118.30	113.09(E) 112.99(W) 112.90(N)
D-07	TYPE C	RIM: 117.66	114.09(W)
D-08	TYPE C	RIM: 117.48	113.34(E) 113.24(S)
D-09	TYPE C	RIM: 118.53	112.45(E) 112.45(SW)

DRAINAGE STRUCTURE TABLE			
STRUCTURE	TYPE	RIM EL. (FT.)	INV. EL. (FT.)
D-10	MH	RIM: 119.47	112.45(NE) 111.87(W)
D-11	MH	RIM: 119.34	111.45(E) 112.41(N)
D-12	MH	RIM: 119.13	112.41(S) 112.41(W)
D-20	TYPE 9 (CI)	RIM: 117.58	114.02(W)
D-21	TYPE 9 (CI)	RIM: 116.99	113.25(E) 113.15(N)
D-22	MH	RIM: 118.53	112.31(S) 112.21(N)
D-23	TYPE 9 (CI)	RIM: 117.49	113.72(W)
D-24	TYPE 9 (CI)	RIM: 117.39	113.00(E) 111.63(W) 111.73(S)
D-25	MH	RIM: 119.09	111.72(E) 111.72(W)
D-26	MH	RIM: 119.22	111.71(E) 111.71(W)

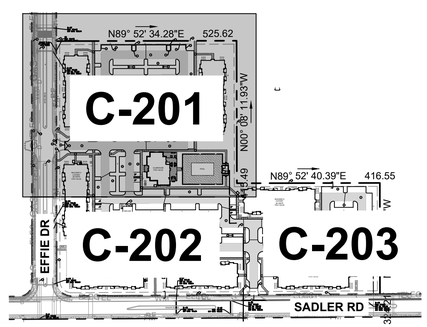
SYMBOL LEGEND

- (G) STANDARD DUTY ASPHALT PAVEMENT
- (J) HEAVY DUTY CONCRETE PAVEMENT
- (H) STANDARD CONCRETE SIDEWALK
- (I) HEAVY DUTY ASPHALT
- 11.50 PROPOSED GRADE
- 11.50 TOP OF SIDEWALK GRADE
- DRAINAGE FLOW DIRECTION
- EX DENOTES EXISTING FEATURE
- D-XXX DRAINAGE STRUCTURE (SEE DRAINAGE STRUCTURE TABLE FOR INFORMATION)
- DRAINAGE INLET
- (D) DRAINAGE MANHOLE
- DRAINAGE PIPE
- WM WATER MAIN
- SS GRAVITY SEWER MAIN
- PROPERTY LINE
- 6 PROPOSED CONTOUR
- GRADE BREAK

DRAINAGE NOTES

1. CONTRACTOR TO CONSTRUCT DRAINAGE STRUCTURES WITH USF GRATES, RIMS AND COVERS AS CALLED OUT OR APPROVED EQUAL. SHOP DRAWINGS ARE TO BE PROVIDED TO ENGINEER FOR APPROVAL PRIOR TO ANY CONSTRUCTION.
2. CONTRACTOR TO REFER TO FDOT DESIGN STANDARD (AND NOT LIMITED TO) INDEX'S 425-010, 425-001, 425-020, 425-021, 425-024, 425-052 & 425-053 FOR MANHOLE, INLET AND GRATE SPECIFICATIONS.
3. ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED WITH (4) SIDED BEARING HEAVY DUTY H-20 RATED TRAFFIC RIMS AND GRATES.
4. CONTRACTOR TO VERIFY ALL EXISTING UTILITY RINGS AND COVERS ON SITE ARE HEAVY DUTY TRAFFIC RATED. CONTRACTOR TO REPLACE DEFICIENT RINGS AND COVERS WITH HEAVY DUTY TRAFFIC RATED RINGS AND COVERS. CONTRACTOR TO ADJUST RIM ELEVATIONS OF ANY UTILITIES THAT CHANGE IN ELEVATION DURING CONSTRUCTION.
5. ALL CLEAN-OUT COVERS SHOULD BE RATED FOR HEAVY DUTY TRAFFIC.
6. SIDEWALKS AND CROSSWALKS SHALL NOT EXCEED 2% CROSS SLOPE NOR 5% LONGITUDINALLY. GRADES IN ACCESSIBLE PARKING SPACES SHALL NOT EXCEED 2% IN ANY DIRECTION. IN CASES OF SIDEWALK LANDINGS AT BUILDING ENTRANCES, GRADES SHALL NOT EXCEED 2% IN ANY DIRECTION. ACCESSIBLE CURB RAMPS SHALL NOT EXCEED 6' IN LENGTH AND 1:12 SLOPE. LANDINGS AT CHANGES IN DIRECTION SHALL BE MINIMUM 60"x60" AND SHALL NOT EXCEED 2% SLOPE IN ANY DIRECTION.
7. ROOF DRAIN CONNECTIONS TO DRAINAGE PIPE SHALL BE AS FOLLOWS:
   A. FOR ADS N-12 CORRUGATED POLYETHYLENE DRAINAGE PIPE USE ADS DUAL WALL FABRICATED REDUCING SADDLE TEE 4"-24" DIAMETER.
   B. FOR RCP DRAINAGE PIPE MAKE CONNECTION PER FDOT INDEX 280,CONCRETE COLLAR FOR JOINING MAINLINE PIPE AND STUB PIPE DETAIL
   C. NOTIFY CONSULTANT FOR CONNECTION METHOD TO STEEL PIPE.
8. ALL DRAINAGE PIPE JOINTS SHALL BE FILTER FABRIC WRAPPED PER FDOT INDEX #280. ALL DRAINAGE PIPE JOINTS NEED TO BE FILTER FABRIC WRAPPED REGARDLESS OF MATERIAL.
9. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER.
10. CONTRACTOR IS RESPONSIBLE FOR DEMOLITION OF EXISTING STRUCTURES INCLUDING REMOVAL OF ANY EXISTING UTILITIES SERVING THE STRUCTURE.
11. EXISTING PIPES TO BE CLEANED OUT TO REMOVE ALL SILT AND DEBRIS.
12. PRECAST STRUCTURES MAY BE USED AT CONTRACTORS OPTION.
13. ALL STORM PIPE ENTERING STRUCTURES SHALL BE GROUTED TO ASSURE CONNECTION AT STRUCTURE IS WATERTIGHT.
14. ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH PAVEMENT, AND SHALL HAVE TRAFFIC BEARING RING & COVERS. MANHOLES IN UNPAVED AREAS SHALL BE 6" ABOVE FINISH GRADE. LIDS SHALL BE LABELED "STORM SEWER".
15. ALL CATCH BASINS WITHIN PROPOSED TRAFFIC AREAS SHALL HAVE BICYCLE PROOF GRATES.
16. CONTRACTOR TO FLUSH AND VACUUM ENTIRE ON-SITE STORM WATER SYSTEM UPON COMPLETION OF PROPOSED WORK.
17. ALL DRAINAGE STRUCTURES TO INCLUDE 2' OF SUMP DEPTH.
18. ALL BUILDINGS ROOF DRAINS DOWNSPOUTS TO CONNECT TO SITE DRAINAGE MAIN.

KEY MAP



					BY
				10-04-24	DATE
				CET	BY
1	3	2	No.	APOPKA DRC COMMENTS	REVISIONS

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PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

12/19/2023

KHA PROJECT	147922000
DATE	08/31/2023
SCALE	AS SHOWN
DESIGNED BY	ESM
DRAWN BY	ESM
CHECKED BY	KMR

PAVING, GRADING AND DRAINAGE PLAN

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP, LLC
CITY OF APOPKA FLORIDA

SHEET NUMBER
C-300

Plotted By: Santiago, Nomi Sheet Set: MADISON OAKS Layout: C-300 PAVING, GRADING AND DRAINAGE PLAN December 19, 2023 02:35:51pm K:\VRB_LDEV\147922000 wyld oaks mf-3\CAD\plotsheets\C-300 PAVING, GRADING AND DRAINAGE PLAN.dwg
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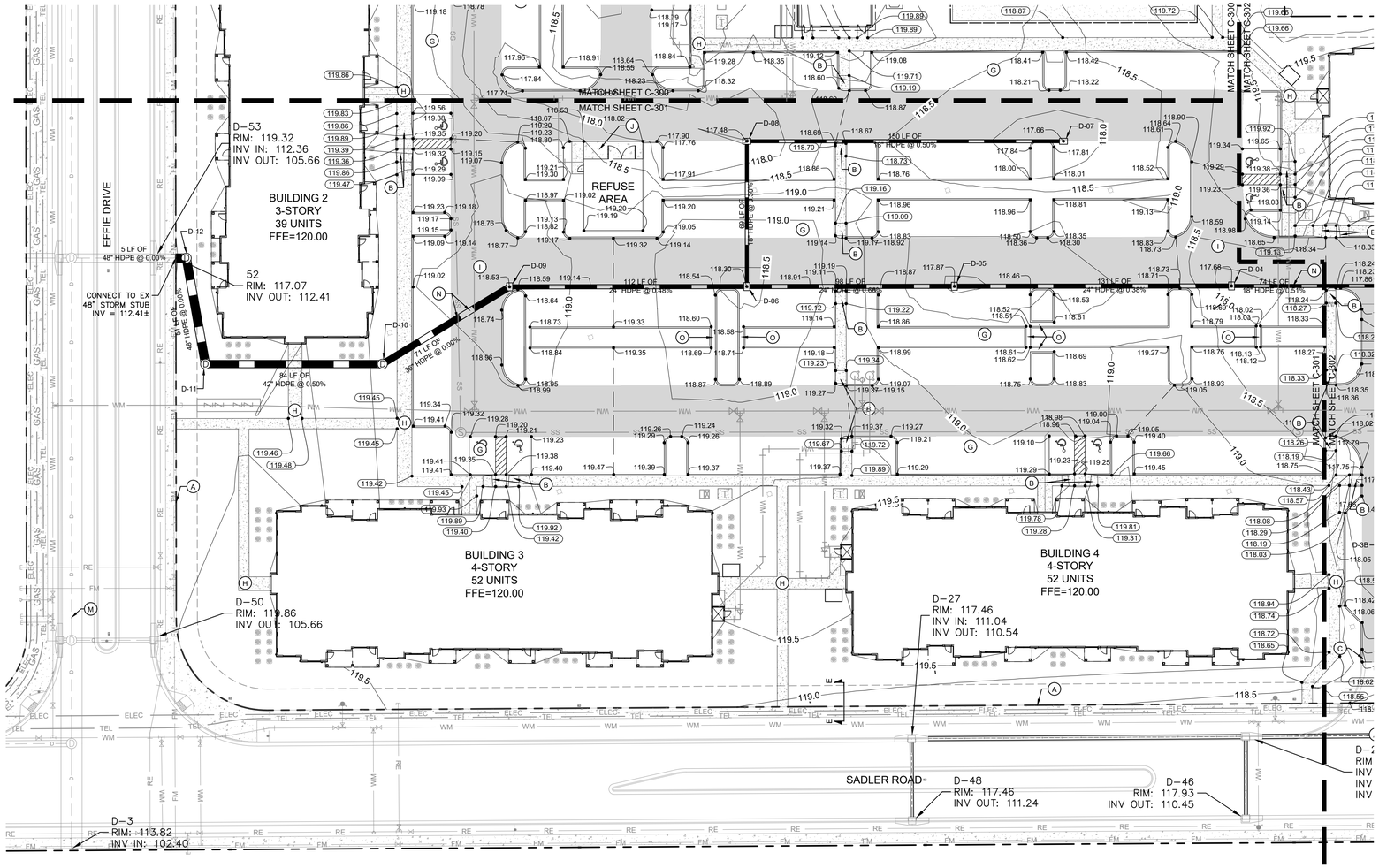

LEGEND

- (A) PROPERTY LINE
- (B) ACCESSIBLE RAMP (SEE DETAIL SHEET C-350)
- (C) 3' CURB TRANSITION
- (D) FDOT TYPE "D" CURB (SEE DETAIL SHEET C-350)
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- (M) EXISTING DRAINAGE PIPE
- (N) UTILITY CROSSING (SEE UTILITY SHEETS)
- (O) 2' DRAINAGE CHASE

NOTE:

REFER TO SHEET C-300 FOR DRAINAGE AND PAVING AND GRADING NOTES.

DRAINAGE STRUCTURE TABLE			
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D-02	TYPE C	RIM: 119.84	116.77(E) 114.04(W)
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SYMBOL LEGEND

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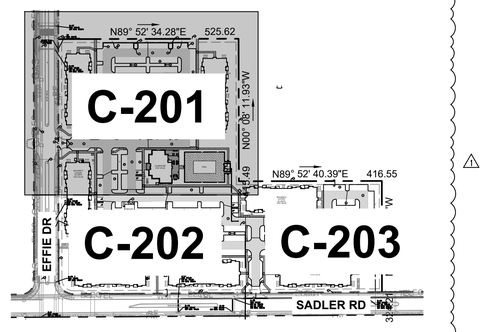
- 11.50 PROPOSED GRADE
- (11.50) TOP OF SIDEWALK GRADE
- DRAINAGE FLOW DIRECTION
- EX DENOTES EXISTING FEATURE
- D-XXX DRAINAGE STRUCTURE (SEE DRAINAGE STRUCTURE TABLE FOR INFORMATION)
- DRAINAGE INLET
- (D) DRAINAGE MANHOLE
- DRAINAGE PIPE
- WM WATER MAIN
- SS GRAVITY SEWER MAIN
- PROPERTY LINE
- 6 PROPOSED CONTOUR
- GRADE BREAK

KEY MAP



No.	REVISIONS	DATE	BY
1	APOPKA DRC COMMENTS	10-04-24	CET

Kimley»Horn

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PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

12/19/2023

KHA PROJECT 147922000
DATE 08/31/2023
SCALE AS SHOWN
DESIGNED BY ESM
DRAWN BY ESM
CHECKED BY KMR

PAVING, GRADING AND DRAINAGE PLAN

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP, LLC

CITY OF APOPKA FLORIDA

SHEET NUMBER
C-301

Plotted By:Santiago Noni Sheet Set:MADISON OAKS Layout:C-301 PAVING GRADING AND DRAINAGE PLAN December 19, 2023 02:36:01pm K:\VRB_LDEV\147922000 wyld oaks mf-3\CADD\plansheets\C-300 PAVING GRADING AND DRAINAGE PLAN.dwg
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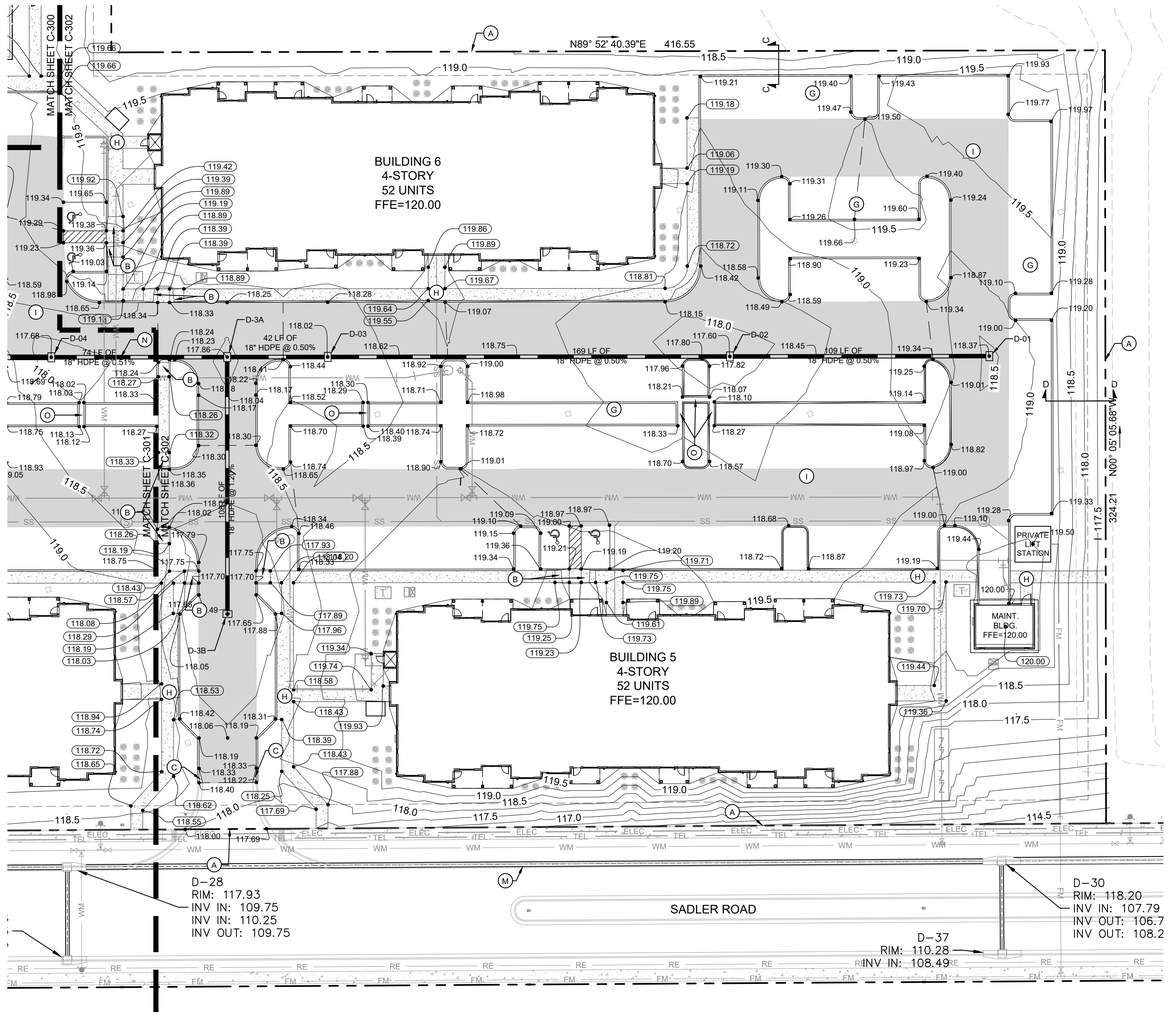
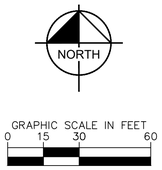




LEGEND

- (A) PROPERTY LINE
- (B) ACCESSIBLE RAMP (SEE DETAIL SHEET C-350)
- (C) 3' CURB TRANSITION
- (D) FDOT TYPE "D" CURB (SEE DETAIL SHEET C-350)
- (E) EXISTING CURB
- (F) FDOT TYPE "F" CURB (SEE DETAIL SHEET C-350)
- (G) STANDARD DUTY ASPHALT PAVEMENT (TYP. PARKING PAVEMENT) (SEE DETAIL SHEET C-350)
- (H) STANDARD CONCRETE SIDEWALK (SEE DETAIL SHEET C-350)
- (I) HEAVY DUTY ASPHALT (SEE DETAIL 3 SHEET C-350)
- (J) HEAVY DUTY CONCRETE (SEE DETAIL SHEET C-350)
- (K) EXISTING SIDEWALK
- (L) TIE INTO EXISTING PAVEMENT
- (M) EXISTING DRAINAGE PIPE
- (N) UTILITY CROSSING (SEE UTILITY SHEETS)
- (O) 2' DRAINAGE CHASE

NOTE:

REFER TO SHEET C-300 FOR DRAINAGE AND PAVING AND GRADING NOTES.

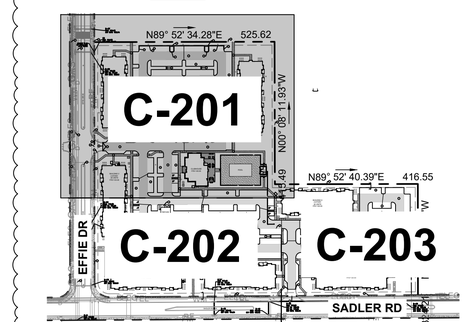
DRAINAGE STRUCTURE TABLE			
STRUCTURE	TYPE	RIM EL. (FT.)	INV. EL. (FT.)
D-01	TYPE C	RIM: 120.38	117.32(W)
D-02	TYPE C	RIM: 119.84	116.77(E) 114.04(W)
D-03	TYPE C	RIM: 118.02	113.20(E) 113.10(W)
D-3A	TYPE C	RIM: 117.86	112.75(S) 112.89(E) 114.81(W)
D-3B	TYPE C	RIM: 117.49	114.05(N)
D-04	TYPE C	RIM: 117.68	114.44(E) 114.34(W)
D-05	TYPE C	RIM: 117.87	113.84(E) 113.74(W)
D-06	TYPE C	RIM: 118.30	113.09(E) 112.99(W) 112.90(N)
D-07	TYPE C	RIM: 117.66	114.09(W)
D-08	TYPE C	RIM: 117.48	113.34(E) 113.24(S)
D-09	TYPE C	RIM: 118.53	112.45(E) 112.45(SW)

DRAINAGE STRUCTURE TABLE			
STRUCTURE	TYPE	RIM EL. (FT.)	INV. EL. (FT.)
D-10	MH	RIM: 119.47	112.45(NE) 111.87(W)
D-11	MH	RIM: 119.34	111.45(E) 112.41(N)
D-12	MH	RIM: 119.13	112.41(S) 112.41(W)
D-20	TYPE 9 (CI)	RIM: 117.58	114.02(W)
D-21	TYPE 9 (CI)	RIM: 116.99	113.25(E) 113.15(N)
D-22	MH	RIM: 118.53	112.31(S) 112.21(N)
D-23	TYPE 9 (CI)	RIM: 117.49	113.72(W)
D-24	TYPE 9 (CI)	RIM: 117.39	113.00(E) 111.63(W) 111.73(S)
D-25	MH	RIM: 119.09	111.72(E) 111.72(W)
D-26	MH	RIM: 119.22	111.71(E) 111.71(W)

SYMBOL LEGEND

- (G) STANDARD DUTY ASPHALT PAVEMENT
- (J) HEAVY DUTY CONCRETE PAVEMENT
- (H) STANDARD CONCRETE SIDEWALK
- (I) HEAVY DUTY ASPHALT
- 11.50 PROPOSED GRADE
- (11.50) TOP OF SIDEWALK GRADE
- DRAINAGE FLOW DIRECTION
- EX DENOTES EXISTING FEATURE
- D-XXX DRAINAGE STRUCTURE (SEE DRAINAGE STRUCTURE TABLE FOR INFORMATION)
- DRAINAGE INLET
- (D) DRAINAGE MANHOLE
- DRAINAGE PIPE
- WM WATER MAIN
- SS GRAVITY SEWER MAIN
- PROPERTY LINE
- 6 PROPOSED CONTOUR
- GRADE BREAK

KEY MAP



No.	REVISIONS	DATE	BY
1	APOPKA DRC COMMENTS	10-04-24	CET

Kimley»Horn
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445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

12/19/2023

KHA PROJECT 147922000
DATE 08/31/2023
SCALE AS SHOWN
DESIGNED BY ESM
DRAWN BY ESM
CHECKED BY KMR

PAVING, GRADING AND DRAINAGE PLAN

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP, LLC
CITY OF APOPKA FLORIDA

SHEET NUMBER
C-302

Plotted By:Santiago, Nzmi Sheet Set:MADISON OAKS Layout:C-302 PAVING GRADING AND DRAINAGE PLAN December 19, 2023 02:36:13pm K:\VRB_LDEV\147922000 wyld oaks mf-3\CADD\plotsheets\C-302 PAVING GRADING AND DRAINAGE PLAN.dwg
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Plotted By: Santiago, Noni Street Set: MADISON OAKS Layout: C-310 APPROVED MASTER PLAN December 19, 2023 02:36:30pm K:\VRB_LDEV\147922000 wyld oaks mf_3\CADD\Sheets\C-250 APPROVED MASTER PLAN.dwg
Initial By: Gattins, Garrett Sheet Set: KHA Layout: MASTER DEVELOPMENT PLAN September 25, 2023 07:43:34pm K:\VRB_LDEV\147924000 Kelly Park, Apopka FL\CADD\Zoning Bubble Plan\Proposed Zoning District Plan.dwg
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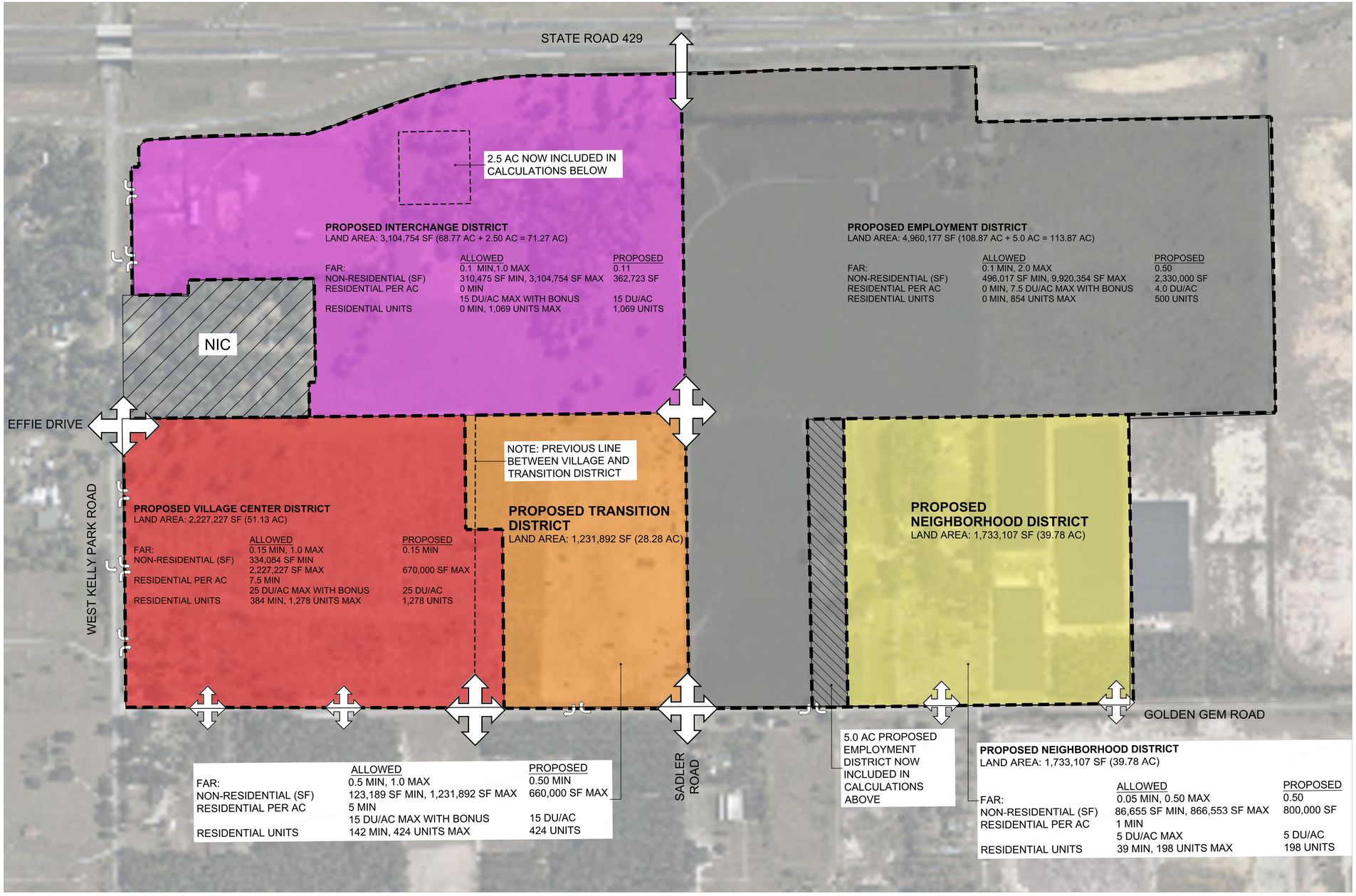

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WYLD OAKS

KPI-MU REZONING
MASTER DEVELOPMENT PLAN
OVERLAY ZONING DISTRICT BUBBLE PLAN

DATE: 03-09-2023

SHEET NUMBER
MDP-1A

No.	REVISIONS	DATE	BY

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12/19/2023

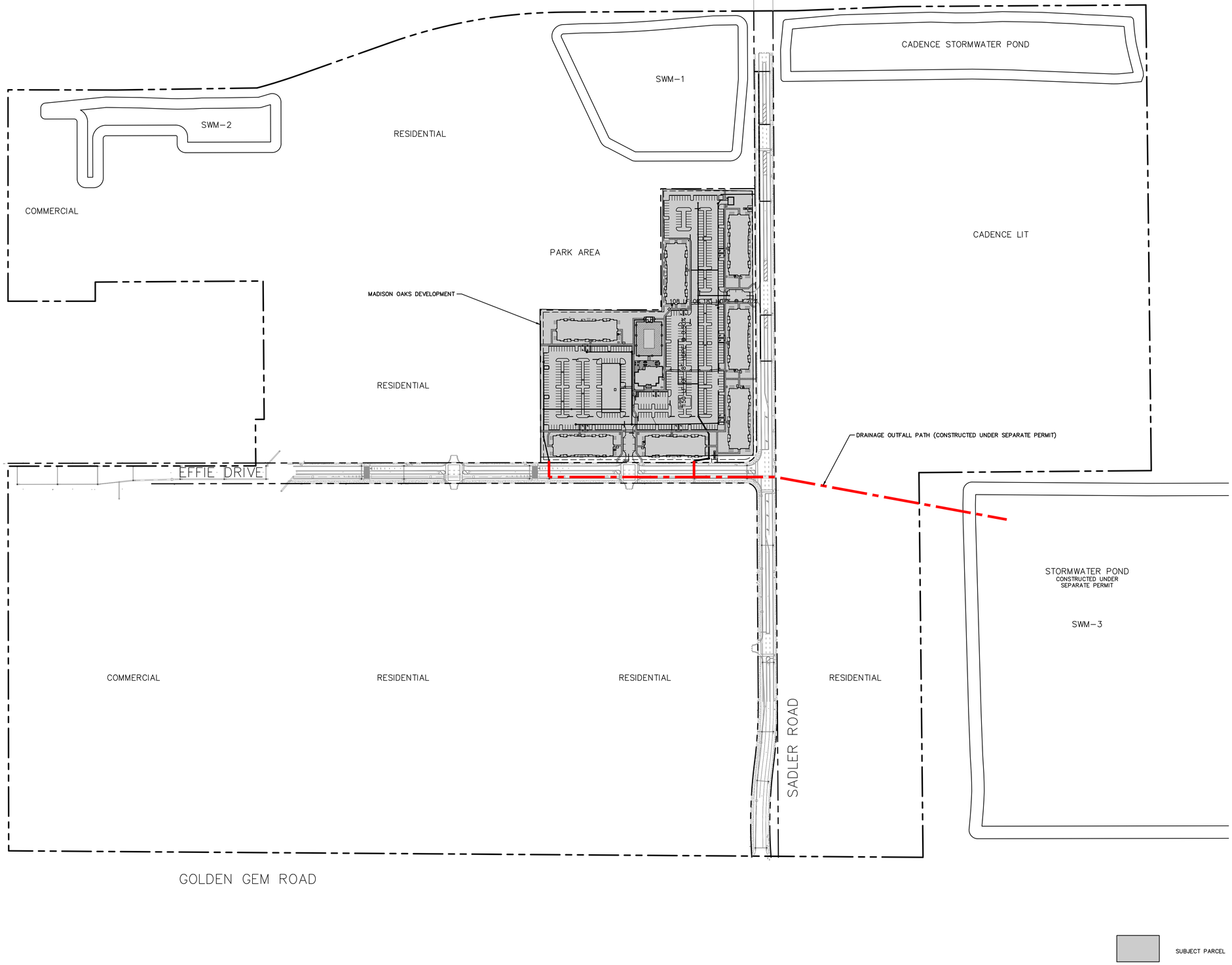
KHA PROJECT 147922000
DATE 08/31/2023
SCALE AS SHOWN
DESIGNED BY ESM
DRAWN BY ESM
CHECKED BY KMR

APPROVED MASTER PLAN

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP, LLC

CITY OF APOPKA FLORIDA

SHEET NUMBER
C-310



NORTH

CONTRACTOR TO NOTE CHANGE IN DRAWING ORIENTATION

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12/19/2023

KHA PROJECT 147922000
DATE 08/31/2023
SCALE AS SHOWN
DESIGNED BY ESM
DRAWN BY ESM
CHECKED BY KMR

MASTER DRAINAGE PLAN

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP, LLC

CITY OF APOPKA FLORIDA

SHEET NUMBER
C-311

Plotted By:Santiago Nomi Sheet Set:MADISON OAKS Layout:C-311 MASTER DRAINAGE PLAN December 19, 2023 02:36:31pm K:\ORB_LDEV\147922000 wyld oaks mf-3\CADD\sheetset\VC-250 APPROVED MASTER PLAN.dwg
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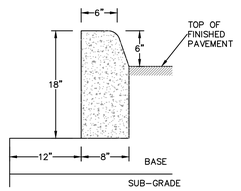
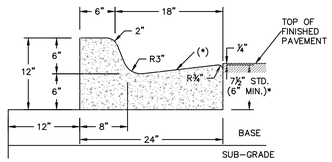
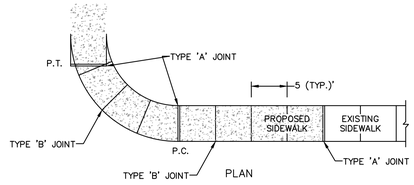


TYPE "D" CURB
N.T.S

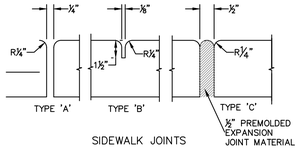


* WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6" UNLESS OTHERWISE SHOWN ON THE PLANS. ASPHALT SURFACE ON HIGH SIDE TO BE FLUSH WITH LIP OF CURB OR CURB & GUTTER.

TYPE "F" CURB AND GUTTER
N.T.S

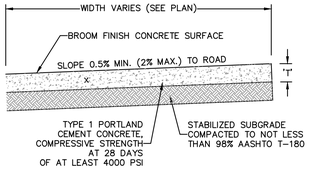


PLAN



SIDEWALK JOINTS

TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
'A'	100' MAX. SPACING, P.C./P.T. OF CURVES, JUNCTION OF EXISTING AND NEW SIDEWALKS.
'B'	5'-0" CENTER TO CENTER
'C'	WHERE SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS AND SIMILAR STRUCTURES.

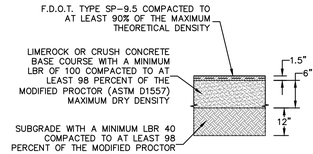


STANDARD CROSS SECTION

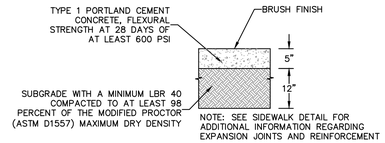
TABLE OF SIDEWALK THICKNESS	
LOCATION	"T"
PEDESTRIAN ONLY AREAS	4"

NOTE:
ALL SIDEWALK STREET CROSSINGS MUST MEET THE REQUIREMENTS OF THE AMERICAN DISABILITIES ACT (ADA) COMPLIANCE GUIDE. TRANSITIONS FROM RAMPS TO WALKS, GUTTERS, OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT CHANGES.

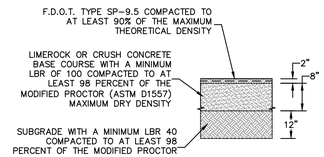
CONCRETE SIDEWALK
N.T.S



STANDARD DUTY ASPHALT
N.T.S

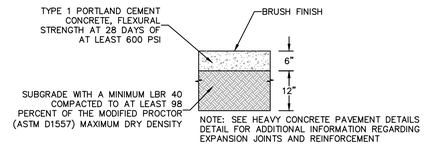


STANDARD DUTY CONCRETE
N.T.S

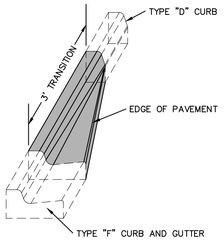


HEAVY DUTY ASPHALT
N.T.S

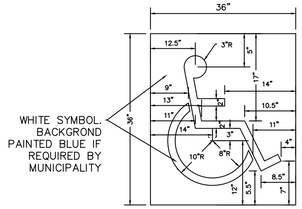
NOTE:
CONTRACTOR TO REFER TO THE GEOTECHNICAL REPORT FOR SITE WORK SPECIFICATIONS.



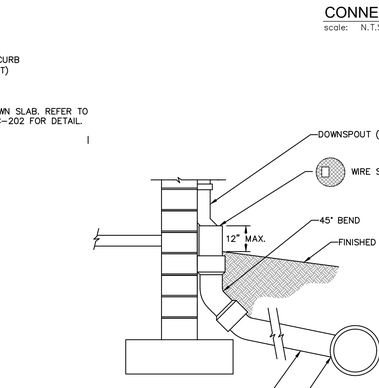
HEAVY DUTY CONCRETE
N.T.S



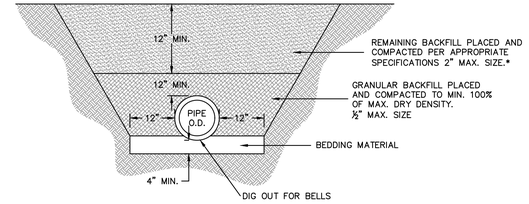
3' CURB TRANSITION
N.T.S



ADA SYMBOL
N.T.S



ACCESSIBLE PARKING-STRIPING DETAIL
scale: N.T.S. ref. C3.1



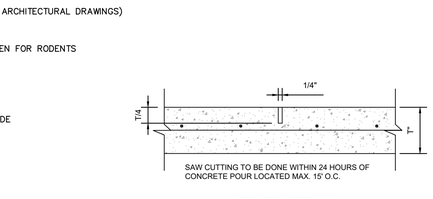
NOTES:
1. BEDDING SHALL CONSIST OF IN-SITU GRANULAR MATERIAL (2" MAX SIZE), UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS AND LARGER ROCK SHALL BE REMOVED.
2. THE PIPE SHALL BE FULLY SUPPORTED FOR ITS ENTIRE LENGTH WITH APPROPRIATE COMPACTION UNDER THE PIPE HAUNCHES.
3. THE PIPE SHALL BE PLACED IN A DRY TRENCH.
4. BACKFILL SHALL BE FREE OF UNSUITABLE MATERIAL SUCH AS LARGER ROCK, MUCK AND DEBRIS.
5. ALL WORK SHALL CONFORM TO STATE OF FLORIDA TRENCH SAFETY ACT.

* COMPACT TO 98%OF AASHTO T-180 MAXIMUM DRY DENSITY UNDER EXISTING AND PROPOSED PAVEMENT AREAS. COMPACT TO 95% ON ALL OTHER AREAS UNLESS OTHERWISE NOTED..

TRENCH WITHOUT EXFILTRATION
N.T.S

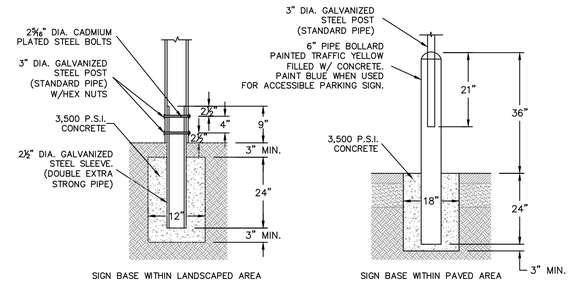
NOTES:
1. PIPE MUST BE SCHEDULE 40 PVC.
2. THE DOWNSPOUT COLLECTOR DRAIN SHALL BE INSTALLED BEFORE THE DOWNSPOUTS ARE INSTALLED ON THE BUILDING. SITEWORK CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK TO AND INCLUDING THE RODENT SCREEN. BUILDING CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONNECTION AT THE POINT OF THE RODENT SCREEN.

DOWNSPOUT COLLECTOR DETAIL
N.T.S



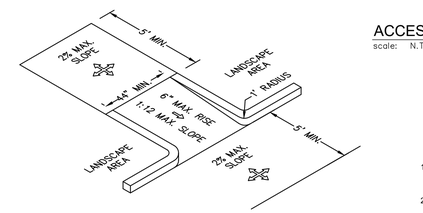
SEE NOTE 3, SHEET C-200

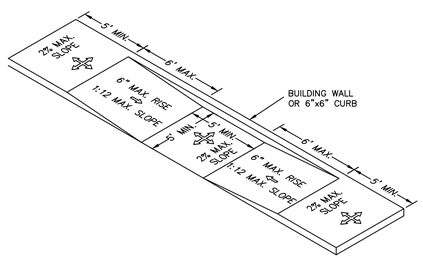
CONTROL JOINT DETAIL
N.T.S



NOTE:
SIGNS INSTALLED WITHIN SIDEWALKS SHALL BE SET DIRECTLY IN THE CONCRETE AND SHALL UTILIZE A 3" DIAMETER SIGN POST PER THE SPECIFICATIONS.

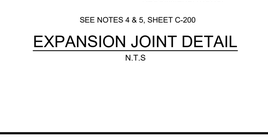
SIGN BASE
N.T.S





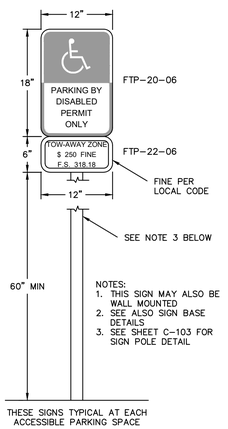
ACCESSIBLE RAMPS
N.T.S

1. ALL ACCESSIBLE COMPONENTS CONSTRUCTED AS PART OF THESE PLANS SHALL COMPLY WITH CHAPTER 11 OF THE FLORIDA BUILDING CODE.
2. ACCESSIBLE ROUTE TO ACCESSIBLE SPACES, BUILDING ENTRANCES, AND PUBLIC STREETS SHALL NOT EXCEED 5% RUNNING SLOPE AND 2% CROSS SLOPE.
3. UNLESS OTHERWISE SHOWN ON THE PLANS, THE MINIMUM CLEAR ROUTE SHALL BE 36" WIDE WITH A 60" X 60" PASSING SPACE EVERY 200 FEET.
4. ACCESSIBLE ROUTES THROUGH PLANTERS SHALL BE LEVEL WITH THE SURROUNDING PAVEMENT OR PROVIDE CURB RAMPS AT EACH END WITH A MINIMUM 48" LEVEL LANDING IN BETWEEN.
5. THE ACCESSIBLE ROUTE IN FRONT OF PULL - IN PARKING SHALL BE A MINIMUM OF 44" WIDE AND NOT REDUCED BY VEHICLE OVERHANGS, CURBING, SIGN POSTS, OR OTHER OBSTRUCTIONS.
6. SPECIAL RAMP RULES APPLY FOR ANY RISE GREATER THAN 6" INCLUDING BUT NOT LIMITED TO RESTRICTION ON SLOPE, TOTAL RISE BETWEEN LANDINGS, AND USE OF HANDRAILS, PER F.B.C 11-4.8.
7. PUBLIC SIDEWALK CURB RAMPS CONSTRUCTED WITHIN A PUBLIC RIGHT-OF -WAY, IN ABSENCE OF LOCAL ROADWAY GUIDELINES, SHALL MEET THE REQUIREMENTS OF F.D.O.T INDEX 304.
8. WHEN ACCESSIBLE PARKING ABUTS CURB OR EDGE OF PAVEMENT, PLEASE REFER TO DETAIL FOR STRIPING COLOR, STALL DIMENSIONS AND SLOPE.
9. CHANGE IN LEVEL ALONG ACCESSIBLE ROUTE IS NOT TO EXCEED 1/4" WITHOUT A RAMP PER SECTION 11-4.3.8.
10. ALL HANDICAPPED PARKING SPACES SHALL BE SIGNED AND MARKED IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS INDEX 17346.



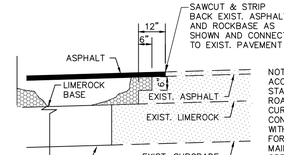
SEE NOTES 4 & 5, SHEET C-200

EXPANSION JOINT DETAIL
N.T.S



ACCESSIBLE PARKING SIGN
N.T.S

CONNECTION TO EXISTING PAVEMENT
scale: N.T.S. ref.



NOTE: ALL MATERIALS SHALL BE IN ACCORDANCE WITH THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, CURRENT EDITION, AND CONSTRUCTED IN ACCORDANCE WITH THE FDOT DESIGN STANDARDS FOR DESIGN, CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS ON THE STATE HIGHWAY SYSTEM, CURRENT EDITION.

No.	REVISIONS	DATE	BY

Kimley»Horn
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PHONE: 772-794-4100
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12/19/2023

KHA PROJECT 147922000
DATE 08/31/2023
SCALE AS SHOWN
DESIGNED BY ESM
DRAWN BY ESM
CHECKED BY KMR

PAVING, GRADING AND DRAINAGE DETAILS

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP, LLC
CITY OF APOPKA FLORIDA

SHEET NUMBER
C-350

Plotted By:Santiago Nomi Sheet Set:MADISON OAKS Layout:C-350 PAVING, GRADING AND DRAINAGE DETAILS December 19, 2023 02:36:38pm K:\ORL_LDEV\147922000 wyld oaks mf-3\CAD\plansheets\C-350 PAVING, GRADING AND DRAINAGE DETAILS.dwg
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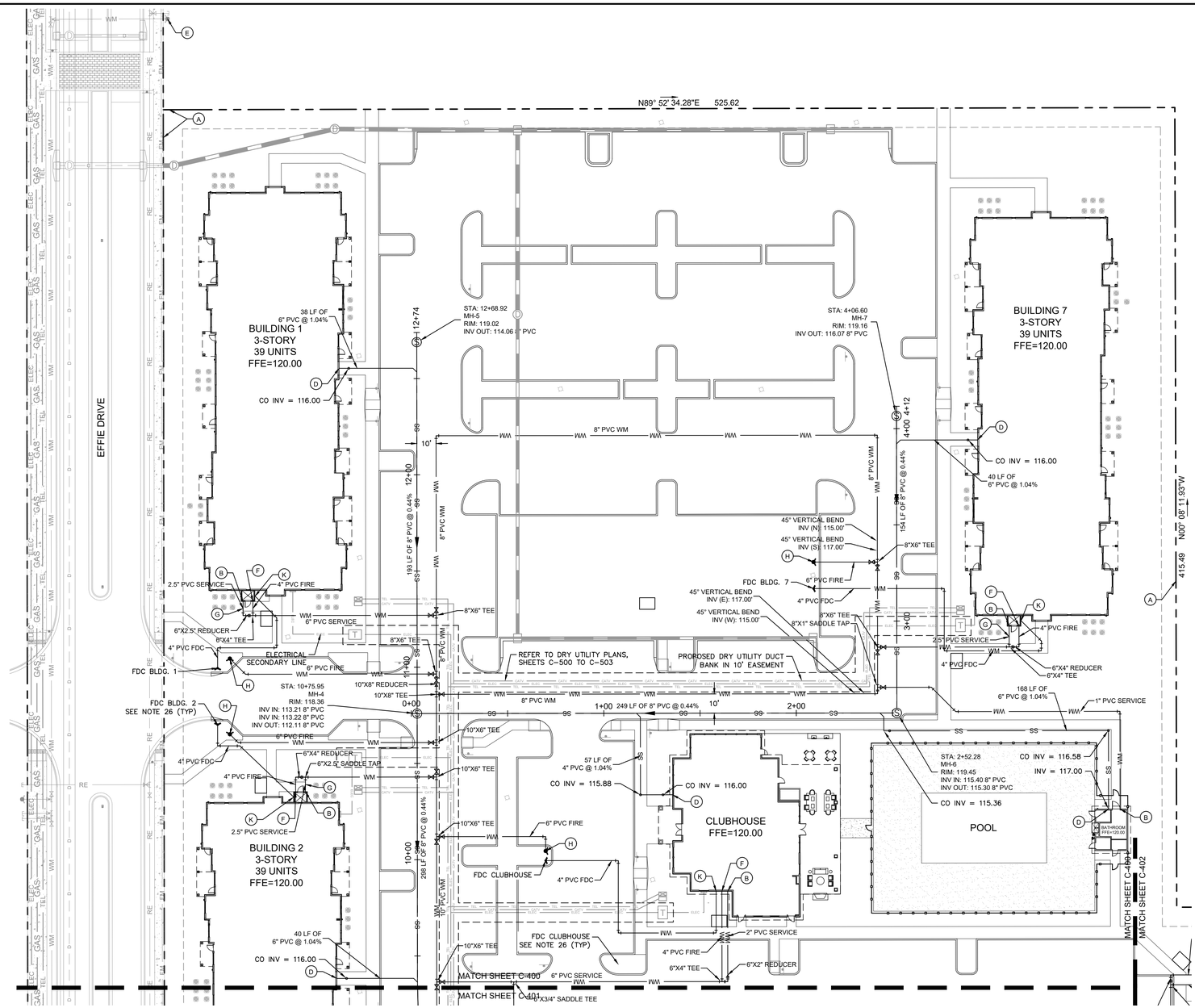


NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

LEGEND

- (A) PROPERTY LINE
- (B) DOMESTIC WATER CONNECTION (REFER TO PLUMBING PLANS FOR CONTINUATION)
- (C) LIGHT POLE (TYP.), REFER TO PHOTOMETRIC PLANS
- (D) SANITARY SEWER CONNECTION (REFER TO PLUMBING PLANS FOR CONTINUATION)
- (E) EXISTING FIRE HYDRANT
- (F) FIRE LINE CONNECTION (REFER TO MEP PLANS FOR CONTINUATION)
- (G) SAMPLE POINT
- (H) FIRE HYDRANT
- (I) CONTRACTOR TO REMOVE EXISTING CAP AND CONNECT (SIZE NOTED)
- (J) FIRE LINE MASTER METER ASSEMBLY W/ BY-PASS (PER CITY OF APOPKA DETAIL, SHEET C-451
- (K) FIRE DEPARTMENT CONNECTION (FDC) (REFER TO MEP PLANS FOR CONTINUATION)
- (L) HOSE BIB

LEGEND

- WM — WATER LINE
- WM — EXISTING WATER MAIN
- PROPOSED GATE VALVE
- MASTER METER ASSEMBLY PER CITY DETAILS
- FIRE HYDRANT
- FIRE DEPARTMENT CONNECTION (FDC)
- REDUCER (SIZE NOTED)
- FM — PROPOSED SANITARY FORCEMAIN
- SS — PROPOSED GRAVITY SANITARY SEWER
- FM — EXISTING SANITARY FORCE MAIN
- RE — EXISTING RECLAIM LINE
- EXISTING DRAINAGE
- PROPOSED DRAINAGE (REFER TO PGD PLANS)
- EXISTING LIGHT POLE
- T — TRANSFORMER ON CONCRETE PAD
- ELEC — EXISTING ELECTRIC LINE
- GAS — EXISTING GAS LINE
- ELEC — PROPOSED ELECTRIC LINE
- TEL — PROPOSED TELECOMMUNICATIONS LINE
- CATV — PROPOSED CATV LINE

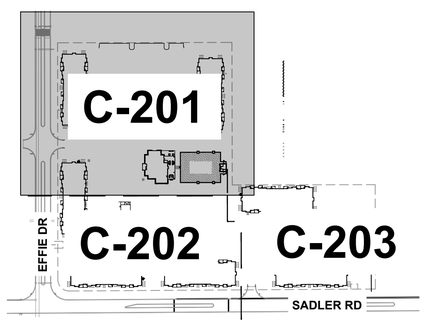
UTILITY NOTES

1. ALL FILL MATERIAL IS TO BE IN PLACE AND COMPACTED BEFORE INSTALLATION OF PROPOSED UTILITIES.
2. CONTRACTOR SHALL NOTIFY THE UTILITY AUTHORITIES INSPECTORS 72 HOURS BEFORE CONNECTING TO ANY EXISTING LINE.
3. SANITARY SEWER PIPE SHALL BE AS FOLLOWS:
   8" PVC SDR35 PER ASTM D 3034, FOR PIPES LESS THAT 12' DEEP
   8" PVC SDR26 PER ASTM D 3034, FOR PIPES MORE THAN 12' DEEP
   6" PVC SCHEDULE 40
   DUCTILE IRON PIPE PER AWWA C150
4. WATER LINES SHALL BE AS FOLLOWS:
   6" AND LARGER, PVC C-900 PER ASTM D 2241 CLASS 200 UNDER CITY ROADS, OTHERWISE CLASS 150
   6" AND LARGER DUCTILE IRON PIPE PER AWWA C150
   SMALLER THAN 6" EITHER COPPER TUBE TYPE "L" (SOFT) PER ANSI 816.22 OR PVC, 200 P.S.I., PER ASTM D1784 AND D2241 (ADS POLYFLEX OR APPROVED EQUAL).
5. MINIMUM TRENCH WIDTH SHALL BE 2 FEET.
6. ALL WATER JOINTS ARE TO BE MECHANICAL JOINTS WITH THRUST BLOCKING AS CALLED OUT IN SPECIFICATIONS.
7. ALL UTILITIES SHOULD BE KEPT TEN (10') APART (PARALLEL) OR WHEN CROSSING 18" VERTICAL CLEARANCE (OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE).
8. CONTRACTOR SHALL MAINTAIN A MINIMUM OF 4'-0" COVER ON ALL WATERLINES.
9. IN THE EVENT OF A VERTICAL CONFLICT BETWEEN WATER LINES, SANITARY LINES, STORM LINES AND GAS LINES (EXISTING AND PROPOSED), THE SANITARY LINE SHALL BE DUCTILE IRON PIPE WITH MECHANICAL JOINTS AT LEAST 10 FEET ON BOTH SIDES OF CROSSING, THE WATER LINE SHALL HAVE MECHANICAL JOINTS WITH APPROPRIATE THRUST BLOCKING AS REQUIRED TO PROVIDE A MINIMUM OF 18" CLEARANCE. MEETING REQUIREMENTS OF ANSI A21.10 OR ANSI 21.11 (AWWA C-151) (CLASS 50).
10. UNDERGROUND LINES SHALL BE INSTALLED, INSPECTED AND APPROVED BEFORE BACKFILLING.
11. TOPS OF EXISTING MANHOLES SHALL BE RAISED AS NECESSARY TO BE FLUSH WITH PROPOSED PAVEMENT ELEVATIONS WITHIN PAVED AREAS, AND TO BE ONE FOOT ABOVE FINISHED GROUND ELEVATIONS WITH WATER TIGHT LIDS WITHIN LANDSCAPED AREAS.
12. ALL CONCRETE FOR ENCASEMENTS SHALL HAVE A MINIMUM 28 DAY COMPRESSION STRENGTH AT 3000 P.S.I.
13. EXISTING UTILITIES SHALL BE VERIFIED IN FIELD PRIOR TO INSTALLATION OF ANY NEW LINES.
14. REFER TO INTERIOR PLUMBING DRAWINGS FOR TIE-IN OF ALL UTILITIES.
15. CONTRACTOR IS RESPONSIBLE FOR COMPLYING TO THE SPECIFICATIONS OF THE LOCAL AUTHORITIES (CITY OF APOPKA) WITH REGARDS TO MATERIALS AND INSTALLATION OF THE WATER AND SEWER LINES.
16. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
17. CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES. THIS AND THE FINAL CONNECTIONS OF THE SERVICE SHALL BE COMPLETED 30 DAYS PRIOR TO STORE POSSESSION.
18. CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES FOR INSTALLATION REQUIREMENTS AND SPECIFICATIONS.
19. REFER TO BUILDING PLANS FOR SITE LIGHTING ELECTRICAL PLAN.
20. UNDERGROUND UTILITY LINES SHALL BE INSTALLED, INSPECTED AND APPROVED BEFORE BACKFILLING.
21. REFER TO INTERIOR PLUMBING DRAWINGS FOR TIE-IN OF ALL UTILITIES.
22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING WATER MAINS, FORCE MAINS, SANITARY SEWER AND STORM MAINS AND MAINTAIN MINIMUM CLEARANCES BETWEEN WATER MAINS AND OTHER UTILITIES AT ALL POINTS ALONG THEIR LENGTH AS REQUIRED IN THE PLANS, DETAILS AND SPECIFICATIONS.
23. CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES. THIS AND THE FINAL CONNECTIONS OF THE SERVICE SHALL BE COMPLETED 30 DAYS PRIOR TO STORE POSSESSION.
24. THE ENTIRE FIRE SERVICE FROM BUILDING TO CONNECTION POINT IS TO BE INSTALLED BY A LICENSED UTILITY CONTRACTOR HOLDING A "CONTRACTOR V" LICENSE IN ACCORDANCE WITH CH. 489 OF THE FLORIDA STATUTES.
25. ALL UTILITY MAIN LENGTHS SHOWN ARE APPROXIMATE.
26. CONTRACTOR TO PROVIDE A SIGN AT EACH FDC.

CITY OF APOPKA (C.O.A.) UTILITY NOTES

1. THE DEVELOPER'S CONTRACTOR SHALL ACCOMPLISH ALL WATER MAIN & SERVICE WORK THROUGH THE POINT OF CONNECTION/FIRE SERVICE CONTROL VALVE & WATER METERS. C.O.A. WILL OWN & OPERATE UP TO & INCLUDING THE POINT OF CONNECTION/FIRE SERVICE CONTROL VALVE & METERS ONLY. THE REQUIRED WORK SHALL BE PERFORMED PER CURRENT C.O.A. MATERIAL SPECIFICATION & WATER DETAIL SHEET UNDER C.O.A. INSPECTION. TO SCHEDULE A C.O.A. INSPECTION, CALL 407-703-1718.
2. THE DEVELOPER/CONTRACTOR SHALL FILED VERIFY THE VERTICAL & HORIZONTAL LOCATION OF EXISTING C.O.A. WATER FACILITIES BEFORE COMMENCEMENT OF CONSTRUCTION.
3. THE DEVELOPER/CUSTOMER IS RESPONSIBLE FOR ALL REQUIRED PERMITS.

KEY MAP



NOTE:
PRIVATE FIRE SERVICE MAIN SHOWN FOR ALIGNMENT PURPOSES ONLY. FIRE SERVICE MAIN TO BE DESIGNED BY A LICENSED FIRE SERVICE DESIGNER. PRIVATE FIRE SYSTEM MAIN DESIGN INSTALLATION IS PER NFPA 24. PLUMBING CONTRACTOR MUST SECURE FIRE SERVICE PERMIT.

No.	REVISIONS	DATE	BY
1	APOPKA DRC COMMENTS	10-04-24	CET

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445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

12/19/2023

KHA PROJECT 147922000
DATE 08/31/2023
SCALE AS SHOWN
DESIGNED BY ESM
DRAWN BY ESM
CHECKED BY KMR

UTILITY PLAN

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP, LLC

CITY OF APOPKA FLORIDA

SHEET NUMBER
C-400

Plotted By: Santiago Nom Street Set: MADISON OAKS Layout: C-400 UTILITY PLAN December 19, 2023 02:36:57pm K:\VRB_LDEV\147922000 wyd apps mf-3\CAD\Volumesheets\C-400 UTILITY PLAN.dwg
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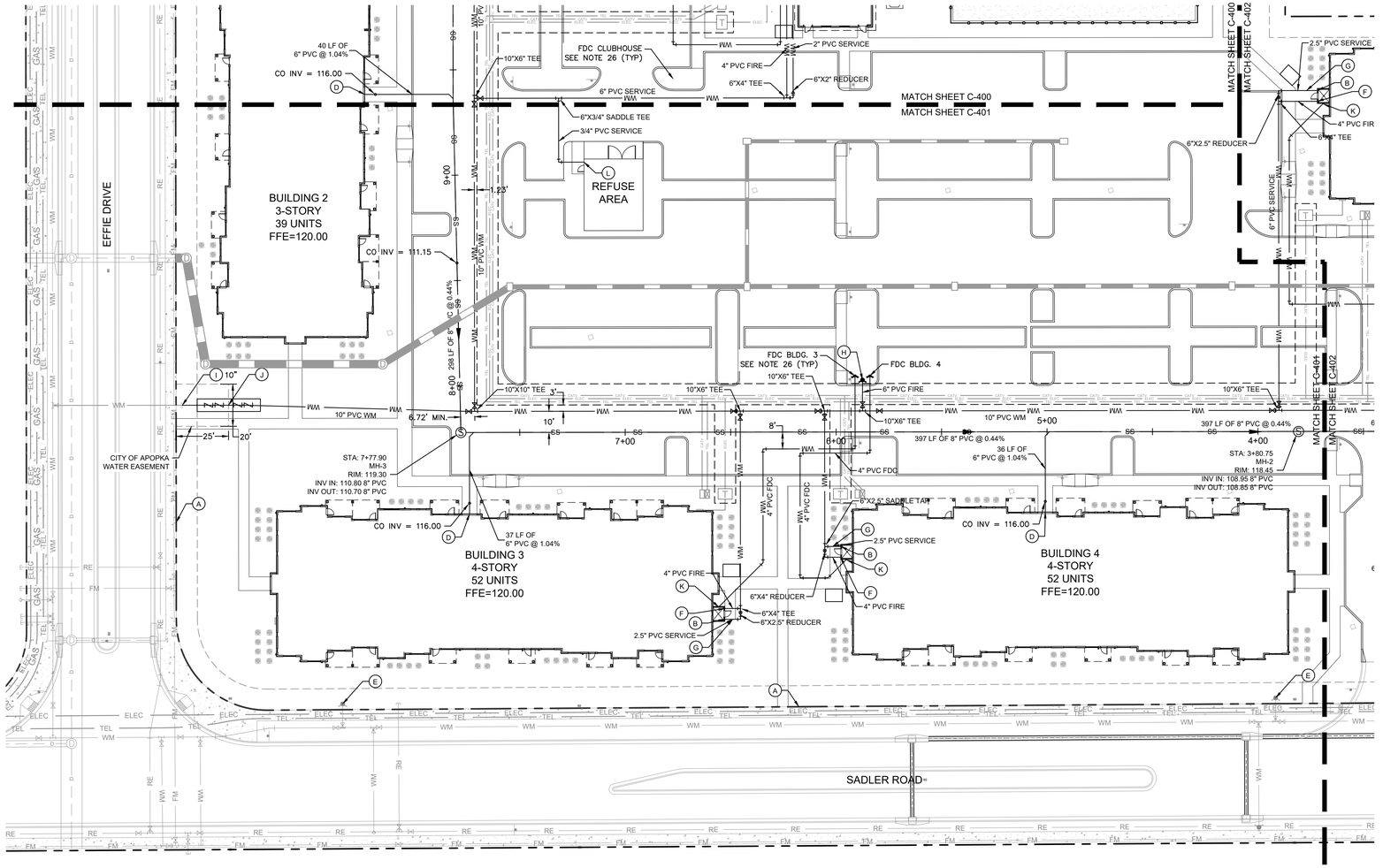

NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

LEGEND

- (A) PROPERTY LINE
- (B) DOMESTIC WATER CONNECTION (REFER TO PLUMBING PLANS FOR CONTINUATION)
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- (F) FIRE LINE CONNECTION (REFER TO MEP PLANS FOR CONTINUATION)
- (G) SAMPLE POINT
- (H) FIRE HYDRANT
- (I) CONTRACTOR TO REMOVE EXISTING CAP AND CONNECT (SIZE NOTED)
- (J) FIRE LINE MASTER METER ASSEMBLY W/ BY-PASS (PER CITY OF APOPKA DETAIL, SHEET C-451
- (K) FIRE DEPARTMENT CONNECTION (FDC) (REFER TO MEP PLANS FOR CONTINUATION)
- (L) HOSE BIB

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- CATV — CATV — PROPOSED CATV LINE

UTILITY NOTES

1. SEE NOTES, SHEET C-400
2. FIRE FLOW CALCULATIONS FOUND ON SHEET C-400

NOTE:
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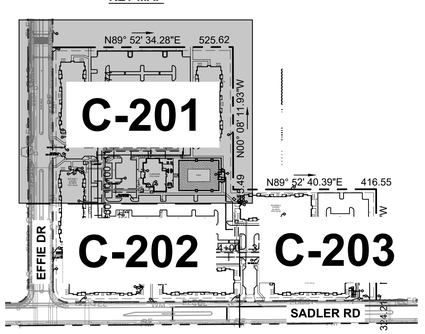
KEY MAP



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KHA PROJECT 147922000
DATE 08/31/2023
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DRAWN BY ESM
CHECKED BY KMR

UTILITY PLAN

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP, LLC
CITY OF APOPKA FLORIDA

SHEET NUMBER
C-401

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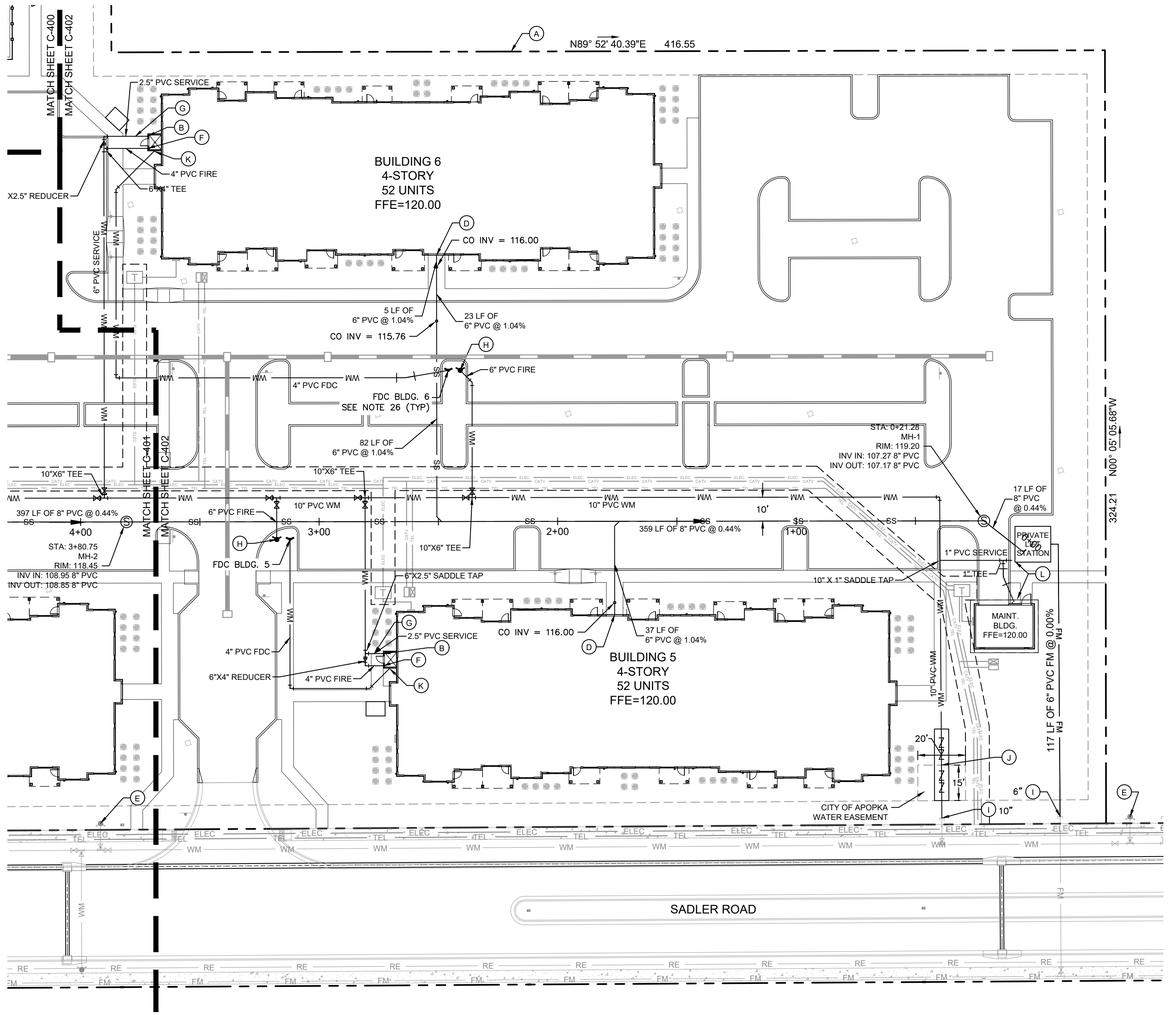

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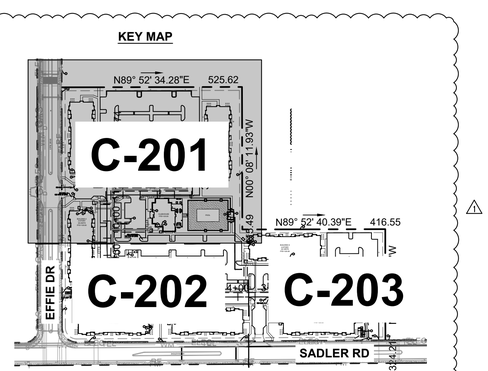

⚠1

No.	DATE	BY
1	10-04-24	CET

REVISIONS: APOPKA DRC COMMENTS

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12/19/2023

KHA PROJECT 147922000
DATE 08/31/2023
SCALE AS SHOWN
DESIGNED BY ESM
DRAWN BY ESM
CHECKED BY KMR

UTILITY PLAN

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP, LLC
CITY OF APOPKA FLORIDA

SHEET NUMBER
C-402

Plotted By:Santiago, Nomi Sheet Set:MADISON OAKS Layout:C-402 UTILITY PLAN December 19, 2023 02:37:07pm K:\ORL_LDEV\147922000 avid oaks mf-3\CAD\plansheets\C-400 UTILITY PLAN.dwg
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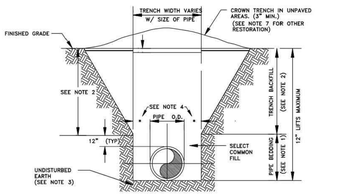


NOTES:

1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 98% UNDER PAVEMENT OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 98% UNDER PAVEMENT OF THE MAXIMUM DENSITY AS TO AASHTO T-180.
3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE A BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY THE CITY.
4. (*): 15" MAX. FOR PIPE DIAMETERS LESS THAN 24", AND 24" FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
7. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES.
8. SURFACE RESTORATION WITHIN CITY RIGHT-OF-WAY, SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS.
9. ALL UNPAVED DISTURBED AREAS SHALL BE SODDED TO MATCH ADJACENT DOMINATE GRASS SPECIES.

TYPE "B" BEDDING AND OPEN-CUT DETAIL

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 100

PROPOSED UTILITY	HORIZONTAL & VERTICAL SEPARATION REQUIREMENTS									
	POTABLE WATER		RECLAIMED WATER*		SANITARY SEWER FORCE MAIN		SANITARY SEWER GRAVITY MAIN		STORM SEWER	
	HORIZ.	VERT.	HORIZ.	VERT.	HORIZ.	VERT.	HORIZ.	VERT.	HORIZ.	VERT.
POTABLE WATER	–	–	3'	12"	6'	12"	6'	6" ABOVE 12" BELOW	3'	6"
RECLAIMED* WATER	3'	12"	–	–	3'	12"	3'	12"	–	–
SANITARY SEWER FORCE MAIN	6'	12"	3'	12"	–	–	–	–	–	–
SANITARY SEWER GRAVITY MAIN	6'	6" ABOVE 12" BELOW	3'	12"	–	–	–	–	–	–

GENERAL NOTES:

1. THE TABLE REPRESENTS THE MINIMUM SEPARATION REQUIREMENTS AS DESCRIBED IN F.D.E.P. RULES OF THE FLORIDA ADMINISTRATION CODE (F.A.C.). THESE SEPARATION REQUIREMENTS SHALL APPLY BETWEEN NEWLY PROPOSED UTILITY LINES AND EXISTING OR PROPOSED UTILITY LINES.
2. FOR THE PURPOSE OF THIS TABLE, RECLAIMED WATER SHALL MEAN UNRESTRICTED PUBLIC ACCESS REUSE WATER AS DEFINED BY F.A.C. 17-610. OTHER TYPES OF RECLAIMED WATER ARE CONSIDERED RAW SEWAGE AND SEPARATIONS LISTED FOR SANITARY SEWER SHALL APPLY.
3. ALL SEPARATION DISTANCES ARE FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE UNLESS OTHERWISE SPECIFIED. CRITERION PRODUCING GREATER CLEARANCE SHALL BE USED.

   C/C – DENOTES CENTER OF PIPE TO CENTER OF PIPE.

   O/O – DENOTES OUTSIDE OF PIPE TO OUTSIDE OF PIPE.
4. ACCEPTABLE VARIANCES:

   A. WHERE HORIZONTAL SEPARATION IS NOT ATTAINABLE, PVC-C-900 SDR-14 OR CONCRETE ENCASEMENT MUST BE USED FOR THE SANITARY SEWER LINE FOR AT LEAST ONE OF THE PIPES. PVC-C-900 SDR 14 OR CONCRETE ENCASEMENT MUST BE USED UNTIL MINIMUM CLEARANCE IS REGAINED.

   B. WHERE 18 INCH VERTICAL SEPARATION IS NOT ATTAINABLE AT CROSSINGS, USE ONE FULL LENGTH OF PVC-C-900 SDR-14 FOR SANITARY SEWERS OR ENCASED PIPE CENTERED AT THE POINT OF CROSSING SPECIAL SUPPORT MAY BE REQUIRED.
5. NO WATER PIPE SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF A SANITARY OR STORM WATER MANHOLE OR STRUCTURE.
6. CONCRETE ENCASEMENT SHALL NOT BE USED UNLESS APPROVED BY PUBLIC SERVICES DIRECTOR OR HIS DESIGNEE.

HORIZONTAL & VERTICAL SEPARATION REQUIREMENTS

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 104

MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S). *												
	PIPE SIZE											
	6"	8"	10"	12"	16"	18"	20"	24"	30"	36"	48"
90° BEND	33	43	51	60								
45° BEND	14	18	22	25								
22-1/2" BEND	7	9	11	12								
11-1/4" BEND	4	5	6	6								
TEE**	1	7	24	44								
REDUCER (ONE SIZE SMALLER)		41	39	40								
DEAD END	74	96	115	136								

* ONLY RESTRAIN BRANCH PIPE FOR TEES. ONLY RESTRAIN LARGER PIPE FOR REDUCERS
** LENGTH ALONG RUN ASSUMED TO BE 18'

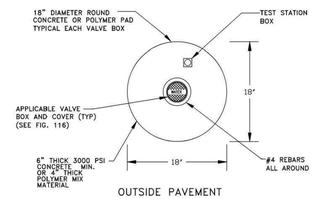
NOTES:

1. FITTINGS SHALL BE DUCTILE IRON RESTRAINED JOINT TYPE. FM FITTINGS TO BE LINED WITH PROTECTO 401.
2. INSTALL FULL LENGTHS OF PIPE WITH TOTAL LENGTH CONTAINING ONLY RESTRAINED JOINTS EQUAL TO OR GREATER THAN LENGTH SHOWN IN TABLE.
3. WHERE TWO OR MORE FITTINGS ARE TOGETHER, USE FITTING WHICH YIELDS GREATEST LENGTH OF RESTRAINED PIPE.
4. IN LINE VALVES AND THROUGH RUN OF TEES OUTSIDE LIMITS OF RESTRAINED JOINTS FROM OTHER FITTINGS NEED NOT BE RESTRAINED UNLESS OTHERWISE INDICATED.
5. LENGTHS SHOWN IN THE TABLE HAVE BEEN CALCULATED IN ACCORDANCE WITH THE PROCEDURE OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" AS PUBLISHED BY DIPRA, FOR PVC WITH THE FOLLOWING ASSUMPTIONS:

   TYPE OF PIPE:__PVC__
   WORKING PRESSURE:_150__P.S.I.** ** FM = 100 P.S.I. / WM OR RWM = 150 P.S.I.
   SOIL DESIGNATION:_SW/SM/SP3_
   LAYING CONDITIONS:__4__
6. FOR PIPE ENCASED IN POLYETHYLENE INCREASE THE GIVEN VALUE BY A FACTOR OF 1.5.
7. VALUES NOT LISTED IN THE TABLE TO BE COMPLETED BY THE ENGINEER.

RESTRAINED PIPE TABLE (PVC)

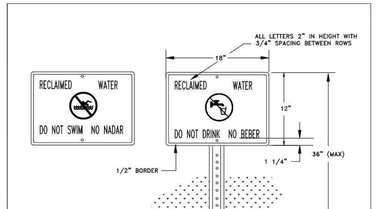
CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 105



VALVE IDENTIFICATION TAG TO BE INSTALLED BY CITY & PAID FOR BY DEVELOPER

VALVE BOX

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 109

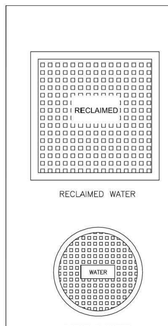


NOTES:

1. HEIGHT OF SIGN WILL DEPEND ON LOCATION AND SURROUNDING LANDSCAPE PLANT TYPES. IN ALL CASES, THE SIGN SHALL BE VISIBLE TO THE PUBLIC.
2. BACKGROUND SHALL BE WHITE. LETTERS AND FIGURES SHALL BE BLACK. PROHIBITIVE SYMBOL SHALL BE RED.
3. ENGINEERING GRADE REFLECTIVE MATERIALS SHALL BE USED.
4. POST SHALL BE U CHANNEL 12 FT, 2 LB. HOT ROLLED HIGH TENSILE RAIL OR BILLET STEEL, HOT DIP GALVANIZED PER ASTM A-123.
5. MOUNTING HARDWARE SHALL BE STAINLESS STEEL.
6. SIGNS SHALL BE PLACED BY THE CONTRACTOR IN ACCORDANCE WITH THE CITY APPROVED ENGINEERING PLANS AND/OR AS APPROVED BY PUBLIC SERVICES DEPARTMENT.

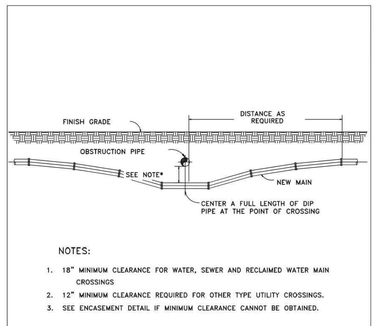
RECLAIMED WATER ADVISORY SIGN

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 115



TYPICAL VALVE BOX COVER DETAILS

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 116



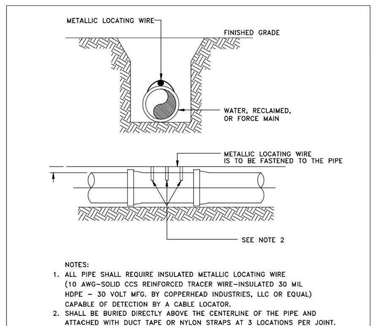
NOTES:

1. 18" MINIMUM CLEARANCE FOR WATER, SEWER AND RECLAIMED WATER MAIN CROSSINGS
2. 12" MINIMUM CLEARANCE REQUIRED FOR OTHER TYPE UTILITY CROSSINGS.
3. SEE ENCASEMENT DETAIL IF MINIMUM CLEARANCE CANNOT BE OBTAINED.

* CONSTRUCT UNIFORM PIPE DEFLECTION NOT TO EXCEED 75% OF MANUFACTURER RECOMMENDED MAXIMUM DEFLECTION PER PIPE JOINT

UTILITY CROSSING PIPE DEFLECTION DETAIL

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 117

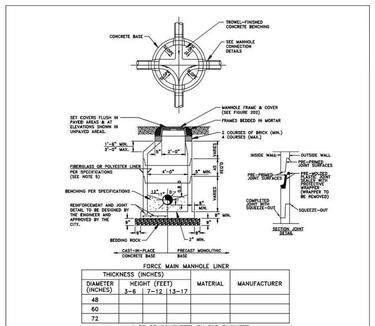


NOTES:

1. ALL PIPE SHALL REQUIRE INSULATED METALLIC LOCATING WIRE (10 AWG-SOLID CCS REINFORCED TRACER WIRE-INSULATED 30 MIL HDPE – 30 VOLT MFG. BY COPPERHEAD INDUSTRIES, LLC OR EQUAL) CAPABLE OF DETECTION BY A CABLE LOCATOR.
2. SHALL BE BURIED DIRECTLY ABOVE THE CENTERLINE OF THE PIPE AND ATTACHED WITH DUCT TAPE OR NYLON STRAPS AT 3 LOCATIONS PER JOINT. LOCATING WIRE SHALL TERMINATE AT THE TEST STATION BOX AS SHOWN IN FIG. 109.
3. BE CAPABLE OF EXTENDING 12" ABOVE TOP OF TEST STATION BOX IN SUCH A MANNER SO AS NOT TO INTERFERE WITH VALVE OPERATION.
4. SPLICES SHOULD BE MADE USING STANDARDS AND PRODUCTS DESIGNED FOR DIRECT BURIAL CONDUCTORS.
5. WIRE INSULATION SHALL BE COLOR CODED FOR THE TYPE OF PIPE BEING INSTALLED.

PIPE LOCATING WIRE DETAIL

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 118



FORCE MAIN MANHOLE LINER

DIAMETER (INCHES)	THICKNESS (INCHES) HEIGHT (FEET) 3–6	7–12	13–17	MATERIAL	MANUFACTURER
48					
60					
72					

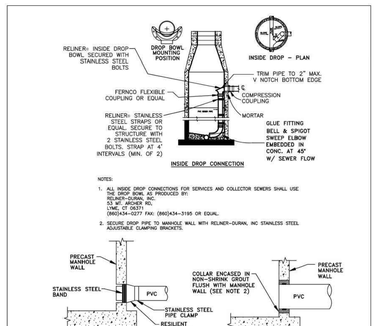
* TO BE COMPLETED BY THE ENGINEER

NOTES:

1. MANHOLE SHOWN IS FOR SEWER SIZE 8" THRU 24". SEE SECTION 20.4 OF THE MANUAL FOR MANHOLE DIAMETER FOR SEWERS LARGER THAN 24".
2. DROP CONNECTIONS ARE REQUIRED WHENEVER INVERT OF INFLUENT SEWER IS 24" OR MORE ABOVE THE INVERT OF THE MANHOLE. SEE MANHOLE CONNECTION DETAILS.
3. THE THICKNESS OF THE LINER SHALL BE 3/8" MINIMUM
4. EACH BENCH WALL SHALL BE A MINIMUM OF 18 INCHES LONG FROM THE WALL OF THE MANHOLE TOWARD THE CENTER.
5. SANITARY SEWER MANHOLES MAY BE REQUIRED TO BE LINED WITH HDPE OR FIBERGLASS AS DIRECTED BY THE CITY.

TYPICAL MANHOLE

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 200



NOTES:

1. DROP PIPE AND FITTINGS SHALL BE OF EQUAL SIZE AND MATERIAL AS THE INFLUENT SEWER.
2. THE CITY MAY APPROVE ALTERNATE WATERTIGHT CONNECTION DETAILS FOR CONNECTION OF 24" DIAMETER PIPES AND LARGER.
3. AN INSIDE DROP CONNECTION SHALL BE REQUIRED FOR ALL INFLUENT WHICH HAVE AN INVERT 24" OR MORE ABOVE THE OUTFLOW PIPE INVERT.
4. CONCRETE TO BE MINIMUM OF 3000 PSI.

MANHOLE CONNECTION DETAILS

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 201

Plotted By:Santiago, Nani Sheet Set:MADISON OAKS Layout:C-450 UTILITY PLAN DETAILS December 19, 2023 02:37:24pm K:\VRB_LDP\VA147922000 wyld oaks mf-3\CAD\Xlonsheets\C-450 UTILITY PLAN DETAILS.dwg
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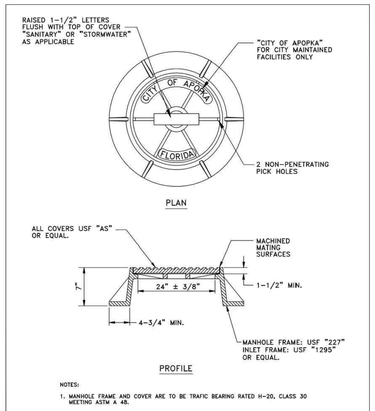
12/19/2023

KHA PROJECT 147922000
DATE 08/31/2023
SCALE AS SHOWN
DESIGNED BY ESM
DRAWN BY ESM
CHECKED BY KMR

UTILITY PLAN DETAILS

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP, LLC
FLORIDA
CITY OF APOPKA

SHEET NUMBER
C-450

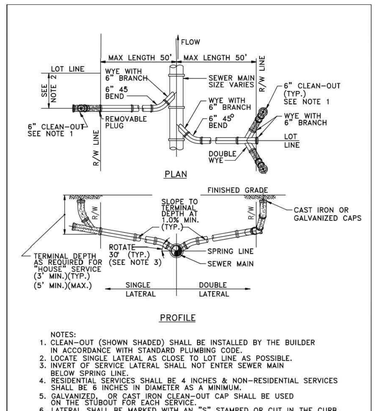


NOTES:

1. MANHOLE FRAME AND COVER ARE TO BE TRAFIC BEARING RATED H-20, CLASS 30 MEETING ASTM A 48.

STANDARD MANHOLE FRAME AND COVER

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 202

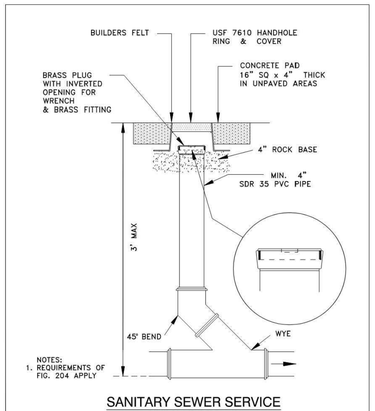


NOTES:

1. CLEAN-OUT (SHOWN SHADED) SHALL BE INSTALLED BY THE BUILDER IN ACCORDANCE WITH STANDARD PLUMBING CODE.
2. LOCATE SINGLE LATERAL AS CLOSE TO LOT LINE AS POSSIBLE.
3. INVERT OF SERVICE LATERAL SHALL NOT ENTER SEWER MAIN BELOW SPRING LINE.
4. RESIDENTIAL SERVICES SHALL BE 4 INCHES & NON-RESIDENTIAL SERVICES SHALL BE 6 INCHES IN DIAMETER AS A MINIMUM.
5. GALVANIZED, OR CAST IRON CLEAN-OUT CAP SHALL BE USED ON THE STUBOUT FOR EACH SERVICE.
6. LATERAL SHALL BE MARKED WITH AN "S" STAMPED OR CUT IN THE CURB.

SERVICE LATERAL DETAIL

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 204

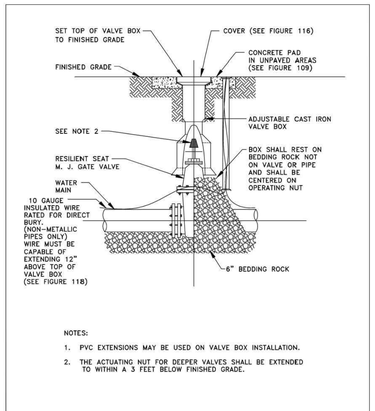


NOTES:
1. REQUIREMENTS OF FIG. 204 APPLY

SANITARY SEWER SERVICE TRAFFIC RATED CLEAN-OUT DETAIL

NTS

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 205

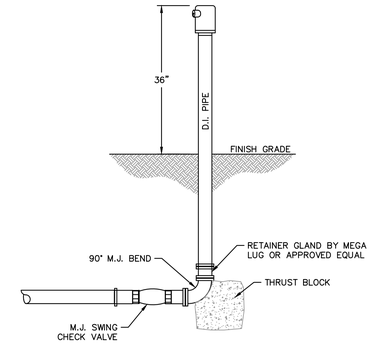


NOTES:

1. PVC EXTENSIONS MAY BE USED ON VALVE BOX INSTALLATION.
2. THE ACTUATING NUT FOR DEEPER VALVES SHALL BE EXTENDED TO WITHIN A 3 FEET BELOW FINISHED GRADE.

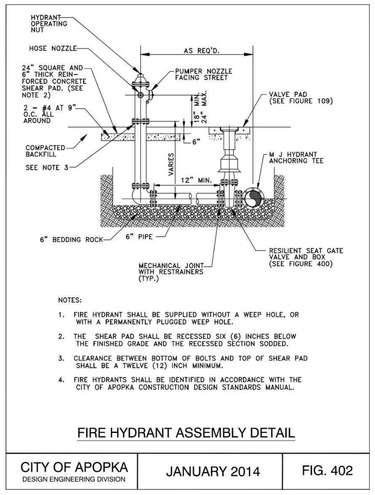
GATE VALVE AND BOX DETAIL

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 400



FIRE DEPT. CONNECTION (FDC)

N.T.S

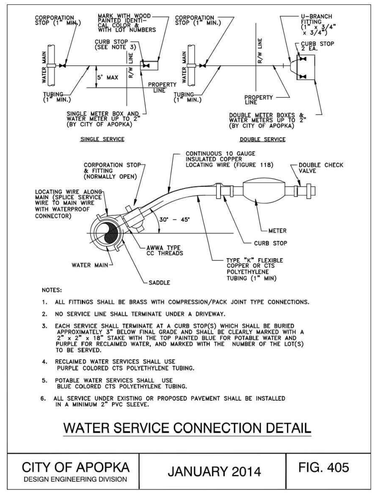


NOTES:

1. FIRE HYDRANT SHALL BE SUPPLIED WITHOUT A WEEP HOLE, OR WITH A PERMANENTLY PLUGGED WEEP HOLE.
2. THE SHEAR PAD SHALL BE RECESSED SIX (6) INCHES BELOW THE FINISHED GRADE AND THE RECESSED SECTION SODDED.
3. CLEARANCE BETWEEN BOTTOM OF BOLTS AND TOP OF SHEAR PAD SHALL BE A TWELVE (12) INCH MINIMUM.
4. FIRE HYDRANTS SHALL BE IDENTIFIED IN ACCORDANCE WITH THE CITY OF APOPKA CONSTRUCTION DESIGN STANDARDS MANUAL.

FIRE HYDRANT ASSEMBLY DETAIL

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 402

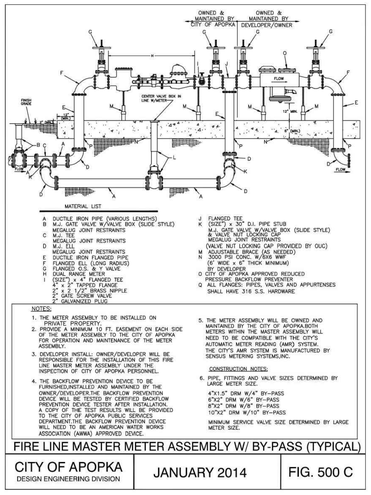


NOTES:

1. ALL FITTINGS SHALL BE BRASS WITH COMPRESSION/PACK JOINT TYPE CONNECTIONS.
2. NO SERVICE LINE SHALL TERMINATE UNDER A DRIVEWAY.
3. EACH SERVICE SHALL TERMINATE AT A CURB STOP(S) WHICH SHALL BE BURIED APPROXIMATELY 3" BELOW FINAL GRADE AND SHALL BE CLEARLY MARKED WITH A PVC 2" x 18" STAKE WITH THE TOP PAINTED BLUE FOR POTABLE WATER AND PURPLE FOR RECLAIMED WATER, AND MARKED WITH THE NUMBER OF THE LOT(S) TO BE SERVED.
4. RECLAIMED WATER SERVICES SHALL USE PURPLE COLORED CTS POLYETHYLENE TUBING.
5. POTABLE WATER SERVICES SHALL USE BLUE COLORED CTS POLYETHYLENE TUBING.
6. ALL SERVICE UNDER EXISTING OR PROPOSED PAVEMENT SHALL BE INSTALLED IN A MINIMUM 2" PVC SLEEVE.

WATER SERVICE CONNECTION DETAIL

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 405



FIRE LINE MASTER METER ASSEMBLY W/ BY-PASS (TYPICAL)

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 500 C

GENERAL NOTES

1. Governing standards and specifications on this project are constituted by Florida Department of Transportation (FDOT) Design Manual (2014 Edition), FDOT Standard Specifications for Road and Bridge Construction (2015 Edition), and City of Apopka Utilities Design and Construction Standards Manual (2014 Edition).
2. All personal property, except small houses located within the public right-of-way (not relocated by the property owner), shall be removed by the Contractor as necessary to construct the improvements shown on these plans. Any such items shall hereby be released by the Contractor in accordance with FDOT Index No. 102.
3. The disposal of excess earthwork materials shall be the responsibility of the Contractor unless otherwise noted. Disposal shall be in accordance with Section 120 of the FDOT Specs.
4. All existing trees and stumps within the right-of-way and limit of the project are to be removed as clearing and grubbing unless otherwise directed.
5. Any borrow material required shall be from sources approved by the Engineer obtained.
6. All pavement offsets shown are to the proposed centerline of construction, as where radius, dimensions are to the edge of pavement, unless otherwise noted.
7. All quantities shown in the Bid Schedule are for estimating purposes only approximate and may be adjusted as necessary or as directed by the Engineer. All bonuses shall be contractual in accordance with FDOT Index No. 5-5.
8. Unit prices entered in the Bid Form for all specification payment are included in the bid price for Section 104. The Contractor shall perform the work in accordance with the requirements of "Prevention, Control, and Abatement of Erosion and Water Pollution", excluding items specified elsewhere. Environmental controls shall be used at locations designated in the erosion control drawings or as directed by the Engineer.
9. The Contractor shall refer to these drawings concerning type and location of underground and other utilities are based on available records and surveys, but is not guaranteed to be accurate or all inclusive. The Contractor shall make his own determination as to the type and location of all utilities which may be necessary to avoid damage there to, and is responsible for coordinating utility relocations.
10. Prior to ordering drainage structures, the Contractor shall determine if drainage utility conflicts exist and submit shop drawings for any conflicts that shall be submitted to the Engineer as soon as possible after discovery of such for resolution.
11. The Contractor shall notify all gas utility companies a minimum of two working days prior to excavation in the vicinity of their gas lines, as directed by the Engineer.
12. All inlets/manhole / pipe joints shall be filled with non-shrink grout, covered with an asphaltic mastic coating, and wrapped with a filter fabric material per Section 113.03 of the Orange County Utility Standard Specifications.
13. All curb inlets, ditch bottom inlets, and manholes shall have traffic bearing lintels and covers or grates meeting AASHTO-20 loading requirements.
14. Any damage to utilities not exceeding one service per one mile will not be considered as a basis for additional compensation for the pertinent pay item but may be cause for modification of payment retainers.
15. All backwards (wyes and tees)on the Construction Plans, or fossil, shall be preserved. Those shown in proposed pavement shall be protected with a cast iron valve box.
16. Within the limits of construction, the Contractor shall repair any existing improvement to it's danger of being destroyed or disturbed, the Contractor shall notify the Engineer, without delay, by telephone. The Contractor shall provide written follow up confirmation within twenty-four hours thereafter.
17. Prior to beginning of any construction, the Contractor shall submit to the Engineer a set of field notes verifying the benchmark elevations and the reference point connections on the project control points. The Contractor shall also submit to the Engineer a set of field notes of the reference point connections proposed to be used in constructing the project with their location, description and elevation, based on North American Vertical Datum (NAVD88). Such notes shall be typed and sealed by a Professional Land Surveyor registered in the State of Florida.
18. Within 21 calendar days after notice to proceed, the Contractor shall strike the public right-of-way lines, and all lot corners within the limits of the construction as necessary as shown on the plans. No increase for payment for mobilization (Pay Item No. 101-1-1) will be processed until the right-of-way has been staked to the satisfaction of the Engineer.
19. Any United States Coast (USC) and National Geodetic Survey (NGS) monuments within the limits of construction shall be protected. If in danger of damage, the Contractor shall notify the Engineer at least 48 hours prior.
20. The Contractor shall submit four (4) sets of detailed shop drawings of all major items prepared for this project to the Engineer prior to ordering any of the equipment or material. Two (2) copies of the shop drawings will be returned to the Contractor. Upon the Contractor's receipt of approved shop drawings from the Engineer, the Contractor may proceed with the work.
21. The Contractor shall comply with the legal load restrictions in hauling of materials in public roads beyond the limits of construction work. A special permit will not relieve the Contractor of liability for damage which may result from the moving of material and equipment.
22. During construction, no direct discharge of water to downstream receiving waters will be allowed. The Contractor shall provide temporary facilities as necessary to divert discharge water in such a manner as to adequately remove silt prior to runoff from the site.
23. Connection to existing lines to which utility pipe of the Contract must connect, the following shall be considered incidental:
   a. Expose buried lines to confirm or determine end connection, pipe material and diameter.
   b. Furnishing and installing piping and making proper connections.
24. The Contractor shall not excavate, remove or otherwise disturb any material, structure or part of a structure, pipeline, conduit or drainage facility not indicated on the plans to be removed in the project, except where such excavations or removal is provided or in the Contract Construction Plans or Technical Specifications.
25. All work and all materials furnished shall be in conformity with the lines, grades, grading sections, and dimensions shown on the plans and contract, and testing requirements that are specified in the Contract Construction Plans or Technical Specifications.
26. All work shall be accomplished in strict accordance with all applicable federal, state and local codes, ordinances and regulations.
27. Any and all encroachment permit restrictions in the Construction Plans shall be brought to the Engineer's attention before bidding.
28. After completion of construction, the Contractor shall provide to the City a completed grading certification, signed and sealed by a Professional Engineer registered in the State, certifying Contractor's responsibility to perform a site cleanup for the removal of trash, debris, excess materials, and equipment to present the project site clean and in good order.
29. The Contractor shall be held to have made a careful examination and understanding of job or site conditions affecting the work as described in the Technical Specifications or shown on the Construction Plans. The Contractor shall not take advantage of any apparent error or omission in the plans or specifications. In the event such error or omission is discovered, it shall be presented to make corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the Contract Documents. By entering the bidding process the Contractor represents that he has made such examination.
30. The Contractor shall submit four (4) sets of detailed shop drawings of all major items prepared for this project to the Engineer prior to ordering any of the equipment or material. Two (2) copies of the shop drawings will be returned to the Contractor. Upon the Contractor's receipt of approved shop drawings from the Engineer, the Contractor may proceed with the work.
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GENERAL NOTES

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. GN

Plotted By: Santiago, Noni Sheet Set: MADISON OAKS Layout: C-451 UTILITY PLAN DETAILS December 19, 2023 02:37:24pm K:\VRB_LDEV\147922000 wyld oaks mt-3\CAD\plansheets\C-450 UTILITY PLAN DETAILS.dwg
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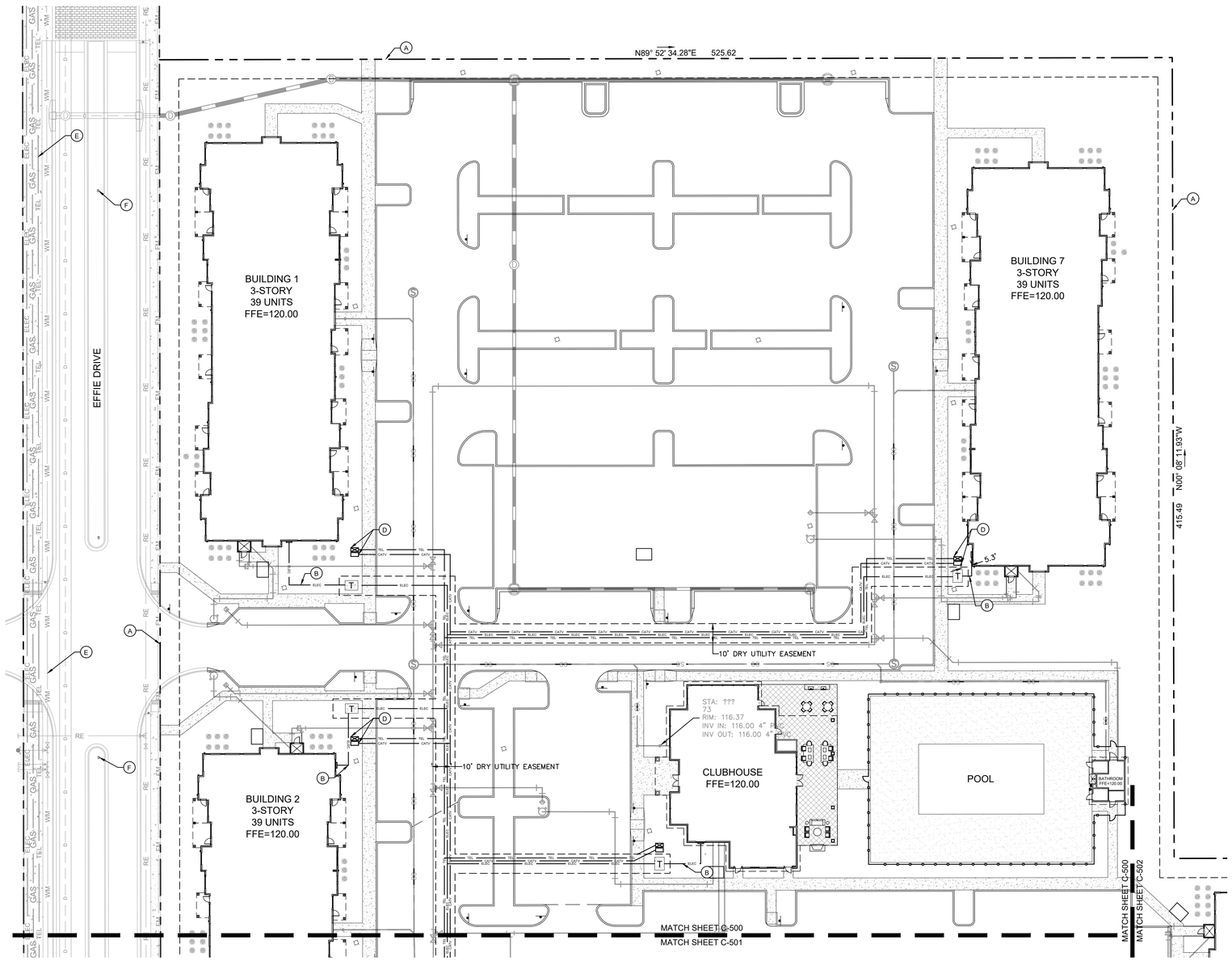
12/19/2023

KHA PROJECT 147922000
DATE 08/31/2023
SCALE AS SHOWN
DESIGNED BY ESM
DRAWN BY ESM
CHECKED BY KMR

UTILITY PLAN DETAILS

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP, LLC
CITY OF APOPKA FLORIDA

SHEET NUMBER
C-451



NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

LEGEND

- (A) PROPERTY LINE
- (B) SECONDARY ELECTRICAL CONNECTION (REFER TO MEP PLANS FOR CONTINUATION)
- (C) LIGHT POLE (TYP.), REFER TO PHOTOMETRIC PLANS
- (D) DRY UTILITY PULL BOX. REFER TO MEP PLANS FOR CONTINUATION INTO BUILDING
- (E) EXISTING DRY UTILITIES
- (F) EXISTING LIGHT POLE (TYP)

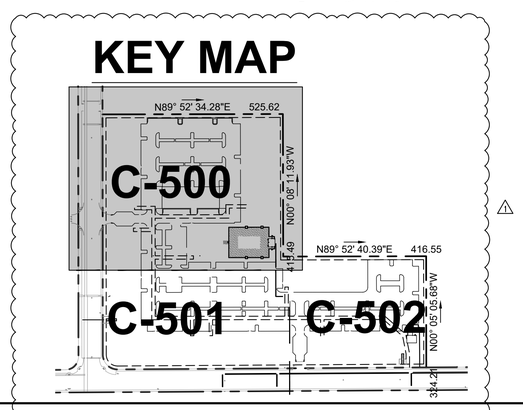
SYMBOL LEGEND

- WATER LINE
- SANITARY FORCEMAIN
- GRAVITY SANITARY SEWER
- EXISTING SANITARY SEWER MAIN
- EXISTING DRAINAGE
- PROPOSED DRAINAGE (REFER TO PGD PLANS)
- PROPOSED ELECTRIC CONDUIT
- PROPOSED COMMUNICATION CONDUIT
- PROPOSED CATV CONDUIT
- PROPOSED LIGHT POLE
- EXISTING LIGHT POLE
- TRANSFORMER ON CONCRETE PAD

NOTES:

1. THIS PLAN IS INTENDED TO SHOW ROUTING OF THE UTILITY CONDUITS AND EASEMENT ONLY. FINAL DESIGN TO BE COMPLETED AND APPROVED BY THE RESPECTIVE UTILITY PROVIDERS.
2. CONTRACTOR TO COORDINATE WITH UTILITY PROVIDER. LOCATION, INSTALLATION AND BOX SPECIFICATION SUBJECT TO APPROVAL OF RESPECTIVE UTILITY COMPANIES.
3. PHOTOMETRIC PLAN FOR STREET LIGHTS ALONG EFFIE DRIVE AND SADLER ROAD HAVE BEEN APPROVED AND INCLUDED IN THE WYLD OKAS INFRASTRUCTURE CSP.

KEY MAP



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1	APOPKA DRC COMMENTS	10-04-24	CET

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12/19/2023

KHA PROJECT 147922000
DATE 08/31/2023
SCALE AS SHOWN
DESIGNED BY ESM
DRAWN BY ESM
CHECKED BY KMR

DRY UTILITY PLAN

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP, LLC
CITY OF APOPKA FLORIDA

SHEET NUMBER
C-500

Plotted By: Santiago, Noni Sheet Set: MADISON OAKS Layout: C-500 DRY UTILITY PLAN December 19, 2023 02:37:42pm K:\ORL_LDE\147922000 wyld oaks mf-3\CADD\spreadsheets\C-500 DRY UTILITY PLAN.dwg
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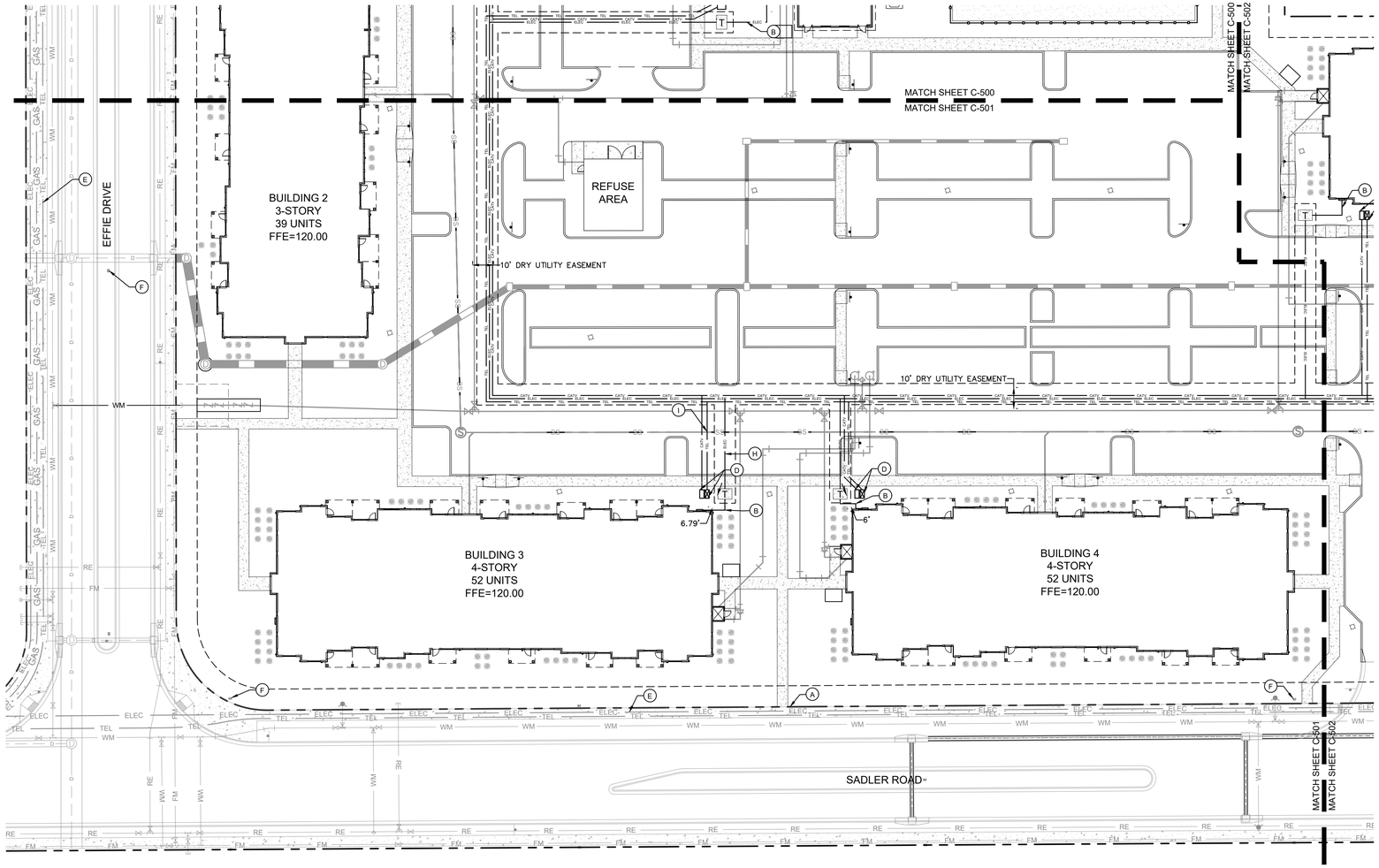


LEGEND

- (A) PROPERTY LINE
- (B) SECONDARY ELECTRICAL CONNECTION (REFER TO MEP PLANS FOR CONTINUATION)
- (C) LIGHT POLE (TYP.), REFER TO PHOTOMETRIC PLANS
- (D) DRY UTILITY PULL BOX. REFER TO MEP PLANS FOR CONTINUATION INTO BUILDING
- (E) EXISTING DRY UTILITIES
- (F) EXISTING LIGHT POLE (TYP)

SYMBOL LEGEND

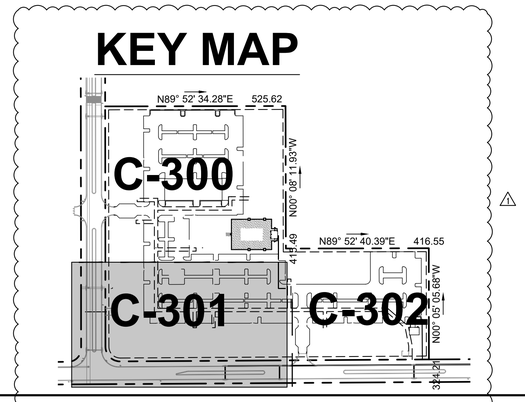
- WATER LINE
- SANITARY FORCEMAIN
- GRAVITY SANITARY SEWER
- EXISTING SANITARY SEWER MAIN
- EXISTING DRAINAGE
- PROPOSED DRAINAGE (REFER TO PGD PLANS)
- PROPOSED ELECTRIC CONDUIT
- PROPOSED COMMUNICATION CONDUIT
- PROPOSED CATV CONDUIT
- PROPOSED LIGHT POLE
- EXISTING LIGHT POLE
- TRANSFORMER ON CONCRETE PAD

NOTES:

1. THIS PLAN IS INTENDED TO SHOW ROUTING OF THE UTILITY CONDUITS AND EASEMENT ONLY. FINAL DESIGN TO BE COMPLETED AND APPROVED BY THE RESPECTIVE UTILITY PROVIDERS.
2. CONTRACTOR TO COORDINATE WITH UTILITY PROVIDER. LOCATION, INSTALLATION AND BOX SPECIFICATION SUBJECT TO APPROVAL OF RESPECTIVE UTILITY COMPANIES.
3. PHOTOMETRIC PLAN FOR STREET LIGHTS ALONG EFFIE DRIVE AND SADLER ROAD HAVE BEEN APPROVED AND INCLUDED IN THE WYLD OKAS INFRASTRUCTURE CSP.

1

KEY MAP



1

No.	REVISIONS	DATE	BY
1	APOPKA DRC COMMENTS	10-04-24	CET

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12/19/2023

KHA PROJECT 147922000
DATE 08/31/2023
SCALE AS SHOWN
DESIGNED BY ESM
DRAWN BY ESM
CHECKED BY KMR

DRY UTILITY PLAN

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP, LLC
CITY OF APOPKA FLORIDA

SHEET NUMBER
C-501

Plotted By:Santiago, Nixn Sheet Set:MADISON OAKS Layout:C-501 DRY UTILITY PLAN December 19, 2023 02:37:46pm K:\ORL\KHA\147922000 wyld oaks mf-3\CADD\plansheets\C-500 DRY UTILITY PLAN.dwg
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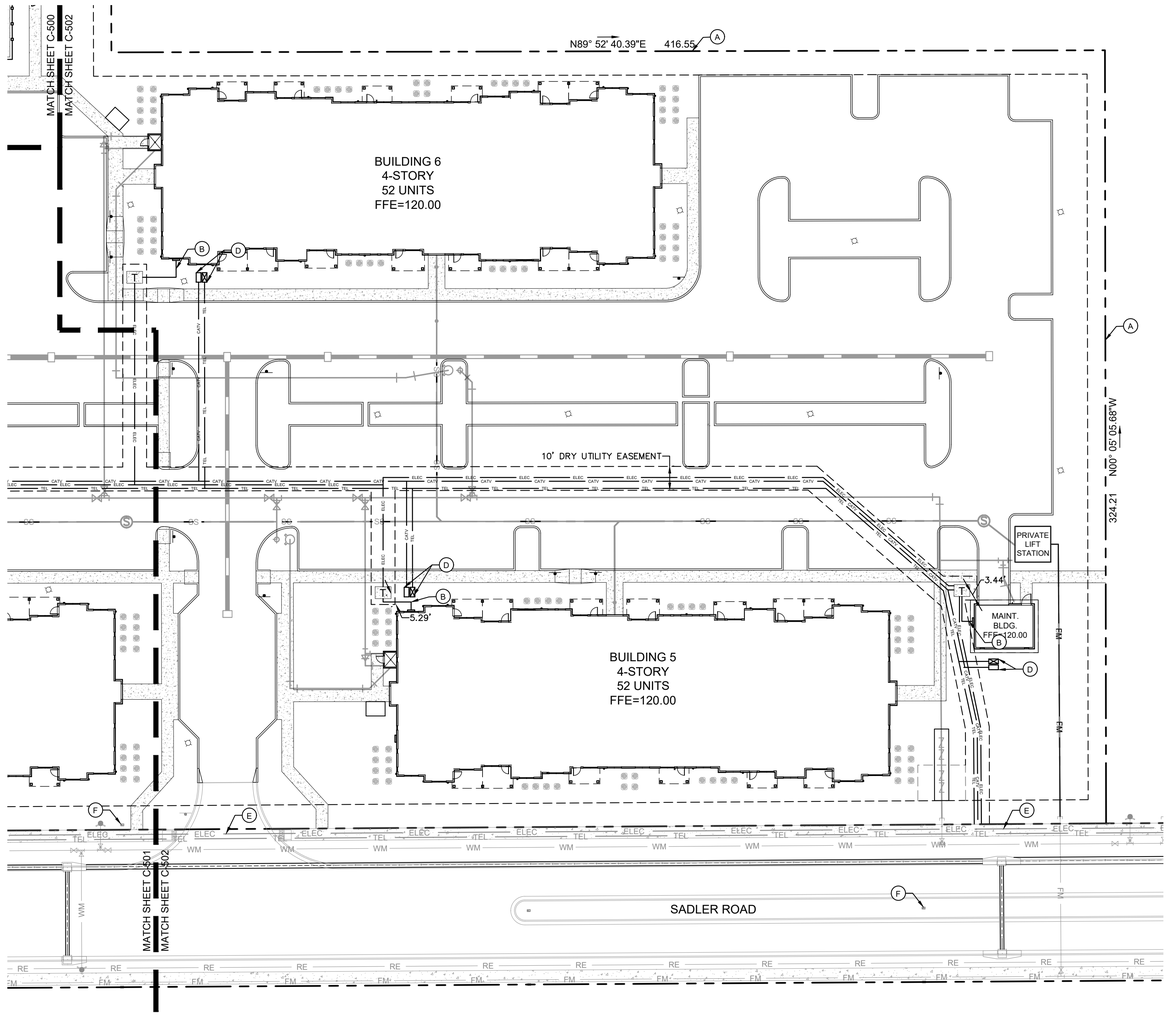

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NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

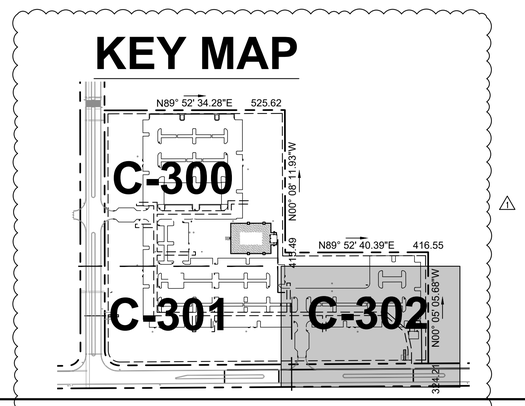
LEGEND

- (A) PROPERTY LINE
- (B) SECONDARY ELECTRICAL CONNECTION (REFER TO MEP PLANS FOR CONTINUATION)
- (C) LIGHT POLE (TYP.), REFER TO PHOTOMETRIC PLANS
- (D) DRY UTILITY PULL BOX. REFER TO MEP PLANS FOR CONTINUATION INTO BUILDING
- (E) EXISTING DRY UTILITIES
- (F) EXISTING LIGHT POLE (TYP)

SYMBOL LEGEND

- WM — WATER LINE
- FM — SANITARY FORCEMAIN
- SS — GRAVITY SANITARY SEWER
- RE — EXISTING SANITARY SEWER MAIN
- EXISTING DRAINAGE
- PROPOSED DRAINAGE (REFER TO PGD PLANS)
- ELEC — PROPOSED ELECTRIC CONDUIT
- TEL — PROPOSED COMMUNICATION CONDUIT
- CATV — PROPOSED CATV CONDUIT
- PROPOSED LIGHT POLE
- EXISTING LIGHT POLE
- TRANSFORMER ON CONCRETE PAD

KEY MAP



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KHA PROJECT 147922000
DATE 08/31/2023
SCALE AS SHOWN
DESIGNED BY ESM
DRAWN BY ESM
CHECKED BY KMR

DRY UTILITY PLAN

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP, LLC
CITY OF APOPKA FLORIDA

SHEET NUMBER
C-502

Plotted By:Santiago Nomi Sheet Set:MADISON OAKS Layout:C-502 DRY UTILITY PLAN December 19, 2023 02:37:49pm K:\ORB_LDEV\147922000 wyld oaks mf-3\CADD\plansheets\C-500 DRY UTILITY PLAN.dwg
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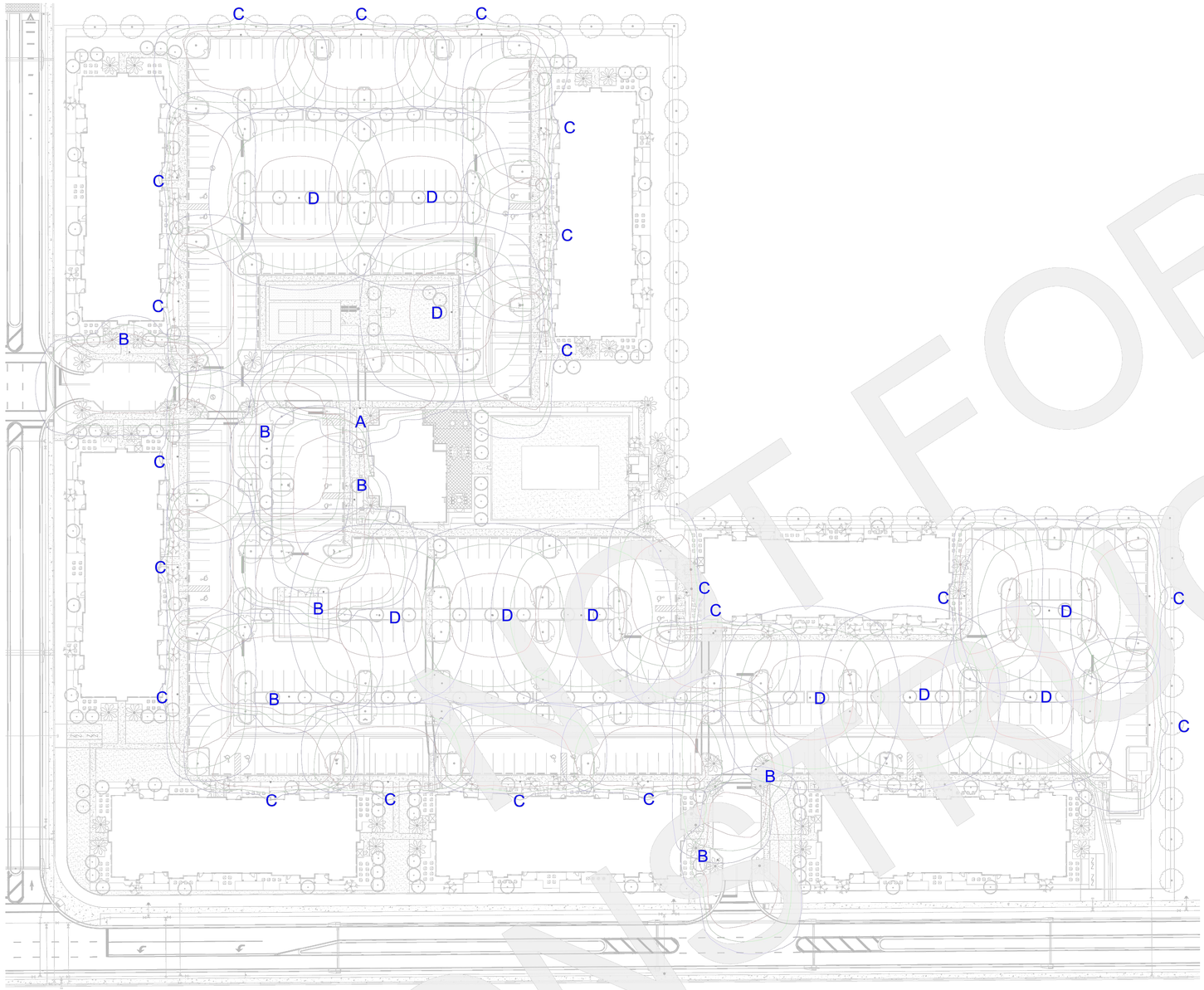
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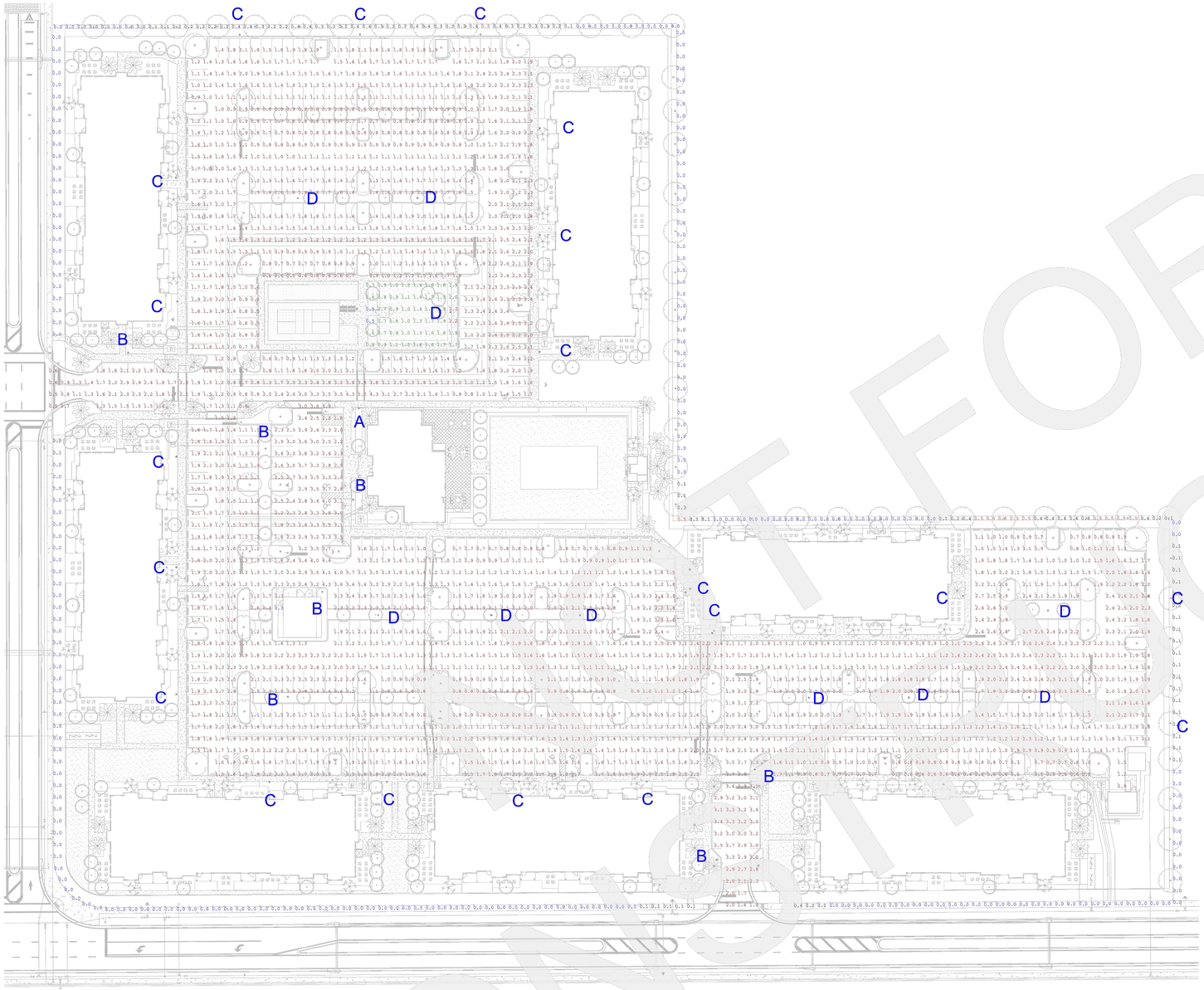
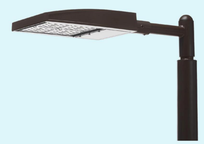


Site Photometry Plan
Scale : 1" = 50'

Calculation Summary							
Label	Symbol	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking and Drives	+	Fc	1.68	5.0	0.3	5.60	16.67
Dog Park Area	+	Fc	1.28	2.2	0.5	2.56	4.40
Property Line	+	Fc	0.07	0.5	0.0	N.A.	N.A.

Outdoor Lighting



SHOEBOX LED
(Meets Dark Sky Criteria)

LED (Light-emitting diode)	150 | 210 | 420 watts
Mounting height	25'-35'
Color	Bronze | Black
Pole	Promenade concrete Static Cast concrete Tenon Top concrete
Applications	Neighborhoods Roadways Shopping centers

Light source: LED *(white)*

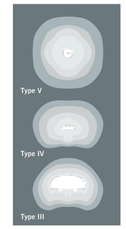
Wattage: 150 | 210 | 420 watts

Light pattern: IES Type V | Type IV (forward throw) | Type III

IESNA cutoff classification: Full-cutoff

BUG rating: Type III, IV, V = B3U0G4 / B5U0G3
Type IV, V = B4U0G5 / B5U0G5

Color temperature: 3,000K | 4,000K



light distribution pattern

POLE AVAILABLE	MOUNTING HEIGHT	COLOR
Promenade concrete	25'-35'	Bronze, Black
Static Cast concrete	25'-40'	Gray
Tenon Top concrete	25'-40'	Gray

FEATURES	BENEFITS
Turnkey operation	Provides hassle-free installation and service
Little or no installation cost	Frees up capital for other projects
Design services by lighting professionals included	Meets industry standards and lighting ordinances
Maintenance, electricity & warranty included	Eliminates high and unexpected repair bills
One low monthly cost on your electric bill	Convenience and savings for you

For additional information, contact us at **ODLFlorida@duke-energy.com.**

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Light Fixture Information

DUKE ENERGY.
Outdoor Lighting Solutions
3300 Exchange Place
Lake Mary, Florida 32746
www.duke-energy.com

Lighting Design Tolerance: Calculated performance values from this lighting design are predicted results and are based on specific laboratory conditions and tolerances (Reference ANSI). Differences in atmospheric conditions, voltage variations, and luminaire tolerances in the lighted area, or lighting of surfaces other than those specified, may produce different results from the predicted values. Actual performance of any new lighting equipment can vary depending on the quality of installation and area conditions.

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Madison Apopka Apartments - Site Lighting Plan

Apopka, Florida

PRELIMINARY

SCALE: 1" = 50'

Designer	Christopher Cordell
Date	September 03, 2022
Scale	1" = 50'
Drawing No.	SLC-02
	2 of 2

CONSTRUCTION FOR

Plotted By:Santiago, Nani Sheet Set:MADISON OAKS Layout:TREE INVENTROY PLAN December 19, 2023 02:36:21pm K:\ORB_LOE\147922000 wyld oaks mf-3\CADD\plansheets\L-100 TREE INVENTORY PLAN.dwg
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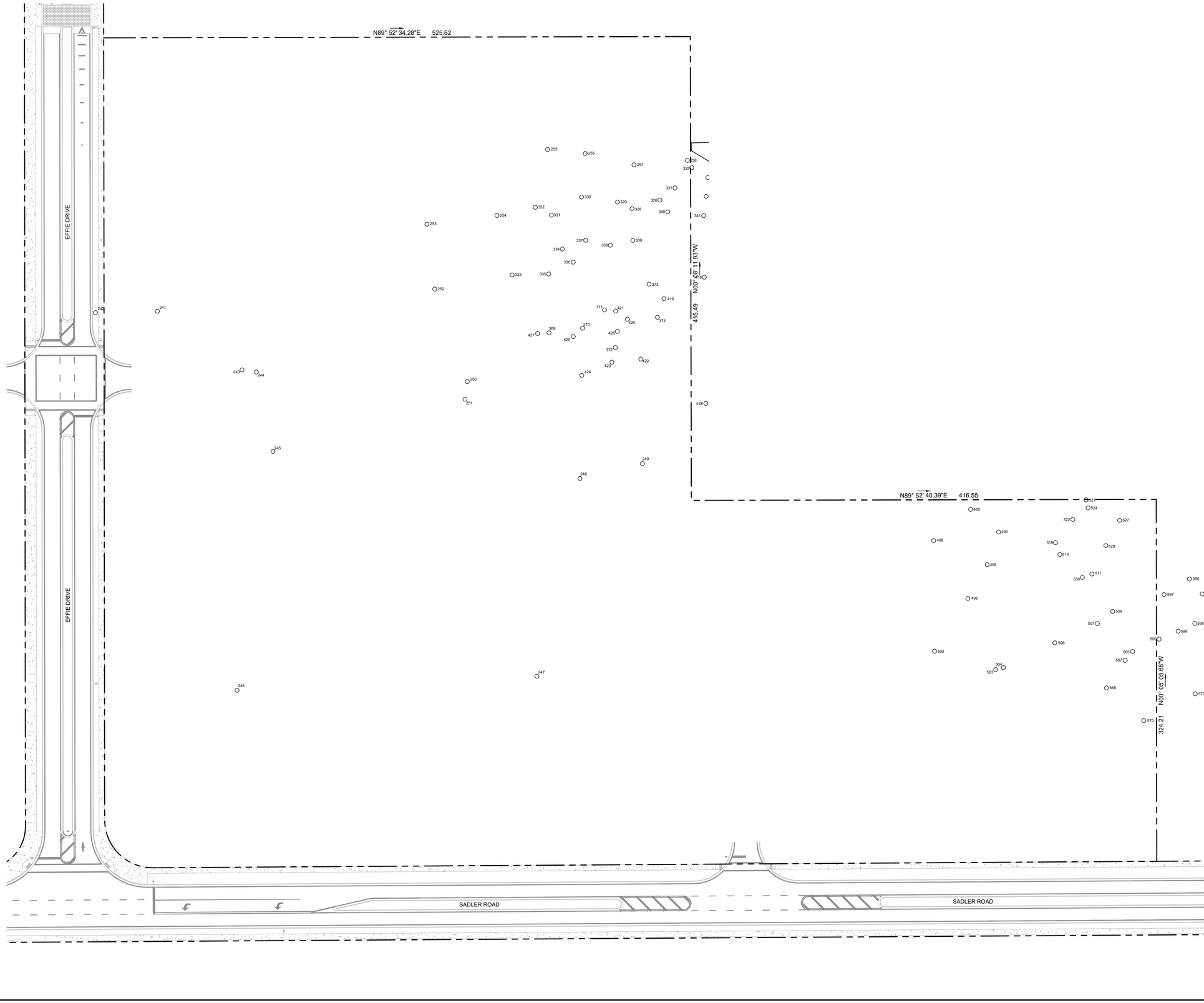

NOTE: REFER TO L-101 TREE INVENTORY SCHEDULE

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IT'S THE LAW! DIAL 811
Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

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FL LICENSE NUMBER
LA6667524
(OR SELECT ENGINEER OF RECORD FOR SEAL)
DATE: 12/19/2023

12/19/2023

KHA PROJECT 147922000
DATE 08/31/2023
SCALE AS SHOWN
DESIGNED BY
DRAWN BY
CHECKED BY

TREE INVENTROY PLAN

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP, LLC
CITY OF APOPKA FLORIDA

SHEET NUMBER
L-100

TREE INVENTORY SCHEDULE

Tree No.	DBH	Height	Condition	Common Name	Botanical Name	DESCRIPTION
241	47	48	Good condition	Live Oak	Quercus Virginiana	SPECIMEN TREE
242	42	45	Good condition	Live Oak	Quercus Virginiana	SPECIMEN TREE
243	32	40	Good condition	Live Oak	Quercus Virginiana	SPECIMEN TREE
244	40	42	Good condition	Live Oak	Quercus Virginiana	SPECIMEN TREE
245	30	38	Good condition	Live Oak	Quercus Virginiana	SPECIMEN TREE
246	54	40	Good condition	Live Oak	Quercus Virginiana	SPECIMEN TREE
247	28	32	Good condition	Live Oak	Quercus Virginiana	SPECIMEN TREE
248	34	30	Good condition	Live Oak	Quercus Virginiana	SPECIMEN TREE
249	21	30	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
250	35	32	Poor condition	Laurel Oak	Quercus Laurifolia	SPECIMEN TREE
251	15	30	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
252	29	32	Good condition	Live Oak	Quercus Virginiana	SPECIMEN TREE
253	36	30	Good condition	Live Oak	Quercus Virginiana	SPECIMEN TREE
254	22	30	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
255	32	31	Good condition	Live Oak	Quercus Virginiana	SPECIMEN TREE
256	22	31	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
257	29	31	Good condition	Live Oak	Quercus Virginiana	SPECIMEN TREE
258	20	26	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
325	13	25	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
326	22	29	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
327	11	20	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
328	18	22	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
329	11	20	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
330	24	30	Good condition	Live Oak	Quercus Virginiana	SPECIMEN TREE
331	23	30	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
332	23	30	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
333	29	30	Good condition	Live Oak	Quercus Virginiana	SPECIMEN TREE
334	23	26	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
335	14	25	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
336	18	27	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
337	14	20	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
338	11	18	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
339	23	20	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
340	12	20	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
369	18	20	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
370	14	21	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
371	21	25	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
372	19	27	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
373	24	25	Good condition	Live Oak	Quercus Virginiana	SPECIMEN TREE
374	14	20	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
419	24	30	Good condition	Live Oak	Quercus Virginiana	SPECIMEN TREE
420	15	28	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
421	20	30	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
422	31	32	Good condition	Live Oak	Quercus Virginiana	SPECIMEN TREE
423	21	30	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
424	18	31	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
425	15	32	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
426	15	28	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
427	14	29	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
488	23	31	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
489	22	28	Poor condition	Laurel Oak	Quercus Laurifolia	EXISTING TREE
494	22	28	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
495	15	22	Poor condition	Laurel Oak	Quercus Laurifolia	EXISTING TREE
498	32	26	Good condition	Live Oak	Quercus Virginiana	SPECIMEN TREE
500	16	30	Poor condition	Laurel Oak	Quercus Laurifolia	EXISTING TREE
503	21	29	Good condition	Laurel Oak	Quercus Laurifolia	EXISTING TREE
504	26	32	Good condition	Laurel Oak	Quercus Laurifolia	SPECIMEN TREE
506	16	28	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
507	16	28	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
509	26	28	Good condition	Live Oak	Quercus Virginiana	SPECIMEN TREE
511	15	26	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
519	20	28	Poor condition	Live Oak	Quercus Virginiana	EXISTING TREE
522	10	19	Poor condition	Live Oak	Quercus Virginiana	EXISTING TREE
523	21	28	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
524	20	29	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
527	23	32	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
529	13	29	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
530	19	31	Poor condition	Live Oak	Quercus Virginiana	EXISTING TREE
565	24	29	Good condition	Live Oak	Quercus Virginiana	SPECIMEN TREE
567	30	29	Good condition	Live Oak	Quercus Virginiana	SPECIMEN TREE
568	15	15	Good condition	Live Oak	Quercus Virginiana	EXISTING TREE
570	35	31	Good condition	Live Oak	Quercus Virginiana	SPECIMEN TREE
600	16	20	Poor condition	Live Oak	Quercus Virginiana	EXISTING TREE

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FL LICENSE NUMBER
LA6667524
(OR SELECT ENGINEER OF RECORD FOR SEAL)
DATE: 12/19/2023

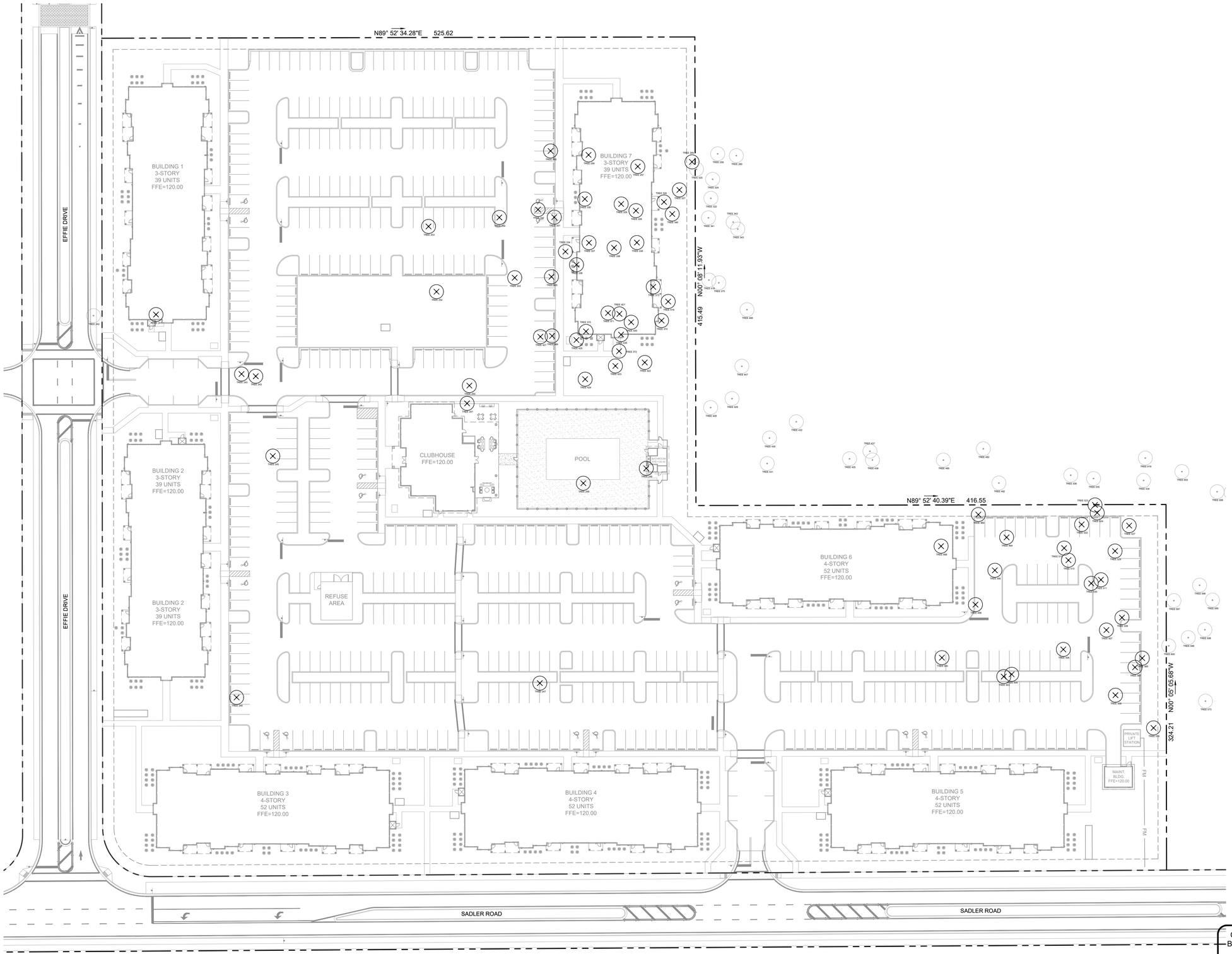
12/19/2023

KHA PROJECT 14792000
DATE 08/31/2023
SCALE AS SHOWN
DESIGNED BY
DRAWN BY
CHECKED BY

TREE INVENTROY SCHEDULE

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP. LLC
CITY OF APOPKA FLORIDA

SHEET NUMBER
L-101



TREE DISPOSITION GRAPHIC LEGEND

SYMBOL	DESCRIPTION
TREE #	TREE TO BE REMOVED
TREE #	EXISTING TREE NOT IN SCOPE

NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

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

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FL LICENSE NUMBER
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(OR SELECT ENGINEER OF RECORD FOR SEAL)
DATE: 12/19/2023

KHA PROJECT	147922000
DATE	08/31/2023
SCALE	AS SHOWN
DESIGNED BY	ESM
DRAWN BY	ESM
CHECKED BY	KMR

TREE DISPOSITION PLAN

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP, LLC
CITY OF APOPKA FLORIDA

SHEET NUMBER
L-110

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TREE REMOVAL AND TREE TO REMAIN PRUNING SPECIFICATIONS

PART 1 - DEFINITIONS

A. Natural Resource - Existing trees or palms.
B. Critical Root Zone - The minimum volume of roots necessary to have for tree health and stability.
C. DBH - Diameter Breast High - Indicates the location on the trunk, approximately 4.5' above ground, to measure the diameter of a tree.
D. Preserved Trees - Trees that are to be saved/remain in place.
E. Owner's Representative - A representative, hired and paid for by the owner, that supervises the construction of the procedures shown on the tree disposition plans.
F. Tree Protection Zone (TPZ) - The area surrounding a tree defined by a specified distance, which excavation and other construction related activities should be avoided. The TPZ is variable depending on species, factors, age and health of the plant, soil conditions, and proposed construction.
G. Contractor's Certified Arborist - an independent ISA Certified Arborist, hired and paid for by the contractor, that supervises the construction of the procedures shown on the tree disposition plans.

PART 2 - TREE BARRIER

A. Tree Protector Barrier Material.
   1. Six (6) foot tall wire mesh construction fence supported by eight (8) foot tall metal T-Bar Posts and Post Caps.
   2. The tree protector barrier shall have a two (2) foot by two (2) foot "tree protection zone" sign affixed to the fence every twenty (20) feet placed in such a manner to be clearly visible to the construction workers. The sign must be made up of weather resistant material.
   3. The eight (8) foot tall metal T-Bar Post and Post Cap shall be placed a maximum of six (6) foot intervals.

PART 3 - EXECUTION

A. If hazards are determined by qualified certified arborist in an individual tree then those hazards can be mitigated according to the specifications given by the Qualified Certified Arborist.
   1. The tree disposition list. This item is to be coordinated by the Qualified Certified Arborist with the Owner's Representative.
   2. All pruning shall be done in accordance with ANSI A300 (Part 1) Pruning and best management practices.
   3. The Contractor's Certified Arborist shall be present during all pruning operations.

B. Root Pruning - Refer to Arborist Report
   1. Trenching locations shall be approved in the field by the Owner's Representative and the Contractor's Certified Arborist.
   2. All roots shall be cut by hand.
   3. The trench shall be backfilled minus debris and large rocks, as directed by the Contractor's Certified Arborist.
   4. Phased root pruning timeframes vary by species. Contractor's certified arborist shall direct pruning schedule.

C. Tree Protector Barrier
   1. See detail in this sheet.
   2. Tree Protector Barrier shall be placed by the Contractor around each tree to remain as directed by the Contractor's Certified Arborist.

D. Tree Removals
   1. Contractor shall remove and discard all trees shown as "Remove" on the Tree Disposition Plan and the Tree Disposition List. Tree stump shall be ground below grade. Care shall be taken to not damage the existing trees marked to remain and their critical root zones shall not be compacted by equipment.
   2. If Tree Protector Barrier is damaged, repair shall be performed immediately.
   3. Contractor shall remove and haul away from the job site all wood generated from tree removals, including stumps, the same day the removal happens.
   4. Burn pits are not allowed.

PART 4 - PENALTIES

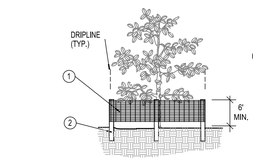
A. Repair of Damaged Trees To Remain
   1. If any damage to trees to remain or other natural resources should occur by accident or negligence during the construction period, shall be immediately inspected by Qualified Certified Arborist who shall determine the prescription of care at the Contractor's expense.

PART 5 - TREE PROTECTION

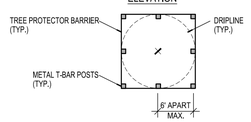
A. Contractor's Certified Arborist to determine the location of the Tree Protector Barrier around each tree to remain based on his/her analysis of each existing tree to remain that is adjacent to construction improvements such as utility installation, pavement addition and/or restoration, etc.
B. Contractor shall maintain and repair the Tree Protector Barrier during site construction operations.
C. Contractor's access to the fenced tree protection areas will be permitted only with approval of Owner's Representative and Contractor's Certified Arborist's written directive.
D. There shall no be change in grade within the critical root zone as per ANSI Standards.
E. Contractor shall clear by hand all vegetation to grade within the critical root zones of trees to remain.
F. Contractor shall not install conduit, sprinklers, or any utility line in any critical root zone areas without the approval of the Contractor's Certified Arborist and Owner's Representative.

PART 6 - IRRIGATION

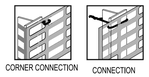
A. Contractor shall irrigate trees as specified by Landscape Architect and Qualified Certified Arborist.
B. On a monthly basis an irrigation audit shall be conducted by an irrigation specialist for review by Landscape Architect or Qualified Certified Arborist.



ELEVATION



PLAN VIEW



A TREE/SHRUB PROTECTOR
Barrier Detail — NTS

1. SIX (6) FOOT TALL WIRE MESH CONSTRUCTION FENCE BY EIGHT (8) FOOT TALL METAL T-BAR POSTS AND POST CAPS. SUBMIT PRODUCT INFORMATION FOR APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
2. WEATHER RESISTANT MATERIAL 2' X 2' "TREE PROTECTION ZONE" SIGN. SUBMIT PRODUCT INFORMATION FOR APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
3. EIGHT (8) FOOT TALL METAL T-BAR POSTS, 24" MINIMUM BURIAL BELOW GRADE OR AS REQUIRED TO CREATE A SAFE CONDITION, WHICHEVER GREATEST. SUBMIT PRODUCT INFORMATION FOR APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

INSTALLATION NOTES:

A. POST SELECTION SHOULD BE BASED ON EXPECTED STRENGTH NEEDS AND THE LENGTH OF TIME FENCE WILL BE IN PLACE. FLEXIBLE FIBERGLASS ROD POSTS ARE RECOMMENDED FOR PARKS, ATHLETIC EVENTS AND CROWD CONTROL INSTALLATIONS. METAL "T" POSTS OR ARE TYPICALLY USED FOR CONSTRUCTION AND OTHER APPLICATIONS.

B. POSTS SHALL BE DRIVEN INTO THE GROUND TO A DEPTH OF TWO (2) FEET MINIMUM OR AS REQUIRED TO ENSURE A SAFE CONDITION. SPACE POSTS 6' MAXIMUM ON CENTER.

C. SECURE FENCING TO POST WITH NYLON CABLE TIES (AVAILABLE FROM CONWED PLASTICS). WOOD STRIPS MAY BE ALSO BE USED TO PROVIDE ADDITIONAL SUPPORT AND PROTECTION BETWEEN TIES AND POSTS.

NOTE: IF WIRE TIES ARE USED, AVOID DIRECT CONTACT WITH PROTECTOR BARRIER. WIRE MAY DAMAGE PROTECTOR BARRIER OVER TIME.

Plotted By:Santiago Noni Sheet Set:MADISON OAKS Layout:TREE DISPOSITION NOTES & DETAILS December 19, 2023 02:38:32pm K:\ORB_LDEV\147922000 wyld oaks mnf-3\CADD\prosheets\L-111 TREE DISPOSITION PLAN.dwg
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(OR SELECT ENGINEER OF RECORD FOR SEAL)
DATE: 12/19/2023

12/19/2023

KHA PROJECT 147922000			
DATE 08/31/2023			
SCALE	AS SHOWN		
DESIGNED BY	ESM	DRAWN BY	ESM
CHECKED BY	KMR		

TREE DISPOSITION NOTES & DETAILS

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP, LLC
CITY OF APOPKA FLORIDA

SHEET NUMBER
L-150

TREE DISPOSITION SCHEDULE

Tree No.	DBH	Height	Condition	Common Name	Botanical Name	Remove/Remain	DESCRIPTION	REPLACEMENT IN
241	47	48	Good condition	Live Oak	Quercus Virginiana	REMOVE	SPECIMEN TREE	3
242	42	45	Good condition	Live Oak	Quercus Virginiana	REMOVE	SPECIMEN TREE	3
243	32	40	Good condition	Live Oak	Quercus Virginiana	REMOVE	SPECIMEN TREE	3
244	40	42	Good condition	Live Oak	Quercus Virginiana	REMOVE	SPECIMEN TREE	3
245	30	38	Good condition	Live Oak	Quercus Virginiana	REMOVE	SPECIMEN TREE	3
246	54	40	Good condition	Live Oak	Quercus Virginiana	REMOVE	SPECIMEN TREE	3
247	28	32	Good condition	Live Oak	Quercus Virginiana	REMOVE	SPECIMEN TREE	3
248	34	30	Good condition	Live Oak	Quercus Virginiana	REMOVE	SPECIMEN TREE	3
249	21	30	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
250	35	32	Poor condition	Laurel Oak	Quercus Laurifolia	REMOVE	SPECIMEN TREE	3
251	15	30	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
252	29	32	Good condition	Live Oak	Quercus Virginiana	REMOVE	SPECIMEN TREE	3
253	36	30	Good condition	Live Oak	Quercus Virginiana	REMOVE	SPECIMEN TREE	3
254	22	30	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
255	32	31	Good condition	Live Oak	Quercus Virginiana	REMOVE	SPECIMEN TREE	3
256	22	31	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
257	29	31	Good condition	Live Oak	Quercus Virginiana	REMOVE	SPECIMEN TREE	3
258	20	26	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
325	13	25	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
326	22	29	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
327	11	20	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
328	18	22	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
329	11	20	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
330	24	30	Good condition	Live Oak	Quercus Virginiana	REMOVE	SPECIMEN TREE	3
331	23	30	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
332	23	30	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
333	29	30	Good condition	Live Oak	Quercus Virginiana	REMOVE	SPECIMEN TREE	3
334	23	26	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
335	14	25	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
336	18	27	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
337	14	20	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
338	11	18	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
339	23	20	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
340	12	20	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
369	18	20	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
370	14	21	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
371	21	25	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
372	19	27	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
373	24	25	Good condition	Live Oak	Quercus Virginiana	REMOVE	SPECIMEN TREE	3
374	14	20	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
419	24	30	Good condition	Live Oak	Quercus Virginiana	REMOVE	SPECIMEN TREE	3
420	15	28	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
421	20	30	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
422	31	32	Good condition	Live Oak	Quercus Virginiana	REMOVE	SPECIMEN TREE	3
423	21	30	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
424	18	31	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
425	15	32	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
426	15	28	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
427	14	29	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
488	23	31	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
489	22	28	Poor condition	Laurel Oak	Quercus Laurifolia	REMOVE	EXISTING TREE	3
494	22	28	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
495	15	22	Poor condition	Laurel Oak	Quercus Laurifolia	REMOVE	EXISTING TREE	3
498	32	26	Good condition	Live Oak	Quercus Virginiana	REMOVE	SPECIMEN TREE	3
500	16	30	Poor condition	Laurel Oak	Quercus Laurifolia	REMOVE	EXISTING TREE	3
503	21	29	Good condition	Laurel Oak	Quercus Laurifolia	REMOVE	EXISTING TREE	3
504	26	32	Good condition	Laurel Oak	Quercus Laurifolia	REMOVE	SPECIMEN TREE	3
506	16	28	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
507	16	28	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
509	26	28	Good condition	Live Oak	Quercus Virginiana	REMOVE	SPECIMEN TREE	3
511	15	26	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
519	20	28	Poor condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
522	10	19	Poor condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
523	21	28	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
524	20	29	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
527	23	32	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
529	13	29	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
530	19	31	Poor condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
565	24	29	Good condition	Live Oak	Quercus Virginiana	REMOVE	SPECIMEN TREE	3
567	30	29	Good condition	Live Oak	Quercus Virginiana	REMOVE	SPECIMEN TREE	3
568	15	15	Good condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3
570	35	31	Good condition	Live Oak	Quercus Virginiana	REMOVE	SPECIMEN TREE	3
600	16	20	Poor condition	Live Oak	Quercus Virginiana	REMOVE	EXISTING TREE	3

MITIGATION SUMMARY

REQUIRED TREE MITIGATION	UNIT
TOTAL INCHES ON-SITE:	**INCHES**
TOTAL INCHES REMOVED	1636
TOTAL INCHES RETAINED	0
TOTAL SPECIMEN INCHES RETAINED	0
TOTAL DBH TO BE REPLACED	
TOTAL INCHES REQUIRED (@ 3" DBH, MINIMUM 8' HT, FLORIDA #1)	216
TOTAL INCHES REPLACED	216
TOAL INCHES POST DEVELOPMENT	**696**
	SF & AC
SITE CLEARING AREA (SF & AC)	525445 SF or 12.06 AC

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DESIGNED BY ESM
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CHECKED BY KMR

TREE DISPOSITION SCHEDULE

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP, LLC
CITY OF APOPKA FLORIDA

SHEET NUMBER
L-151

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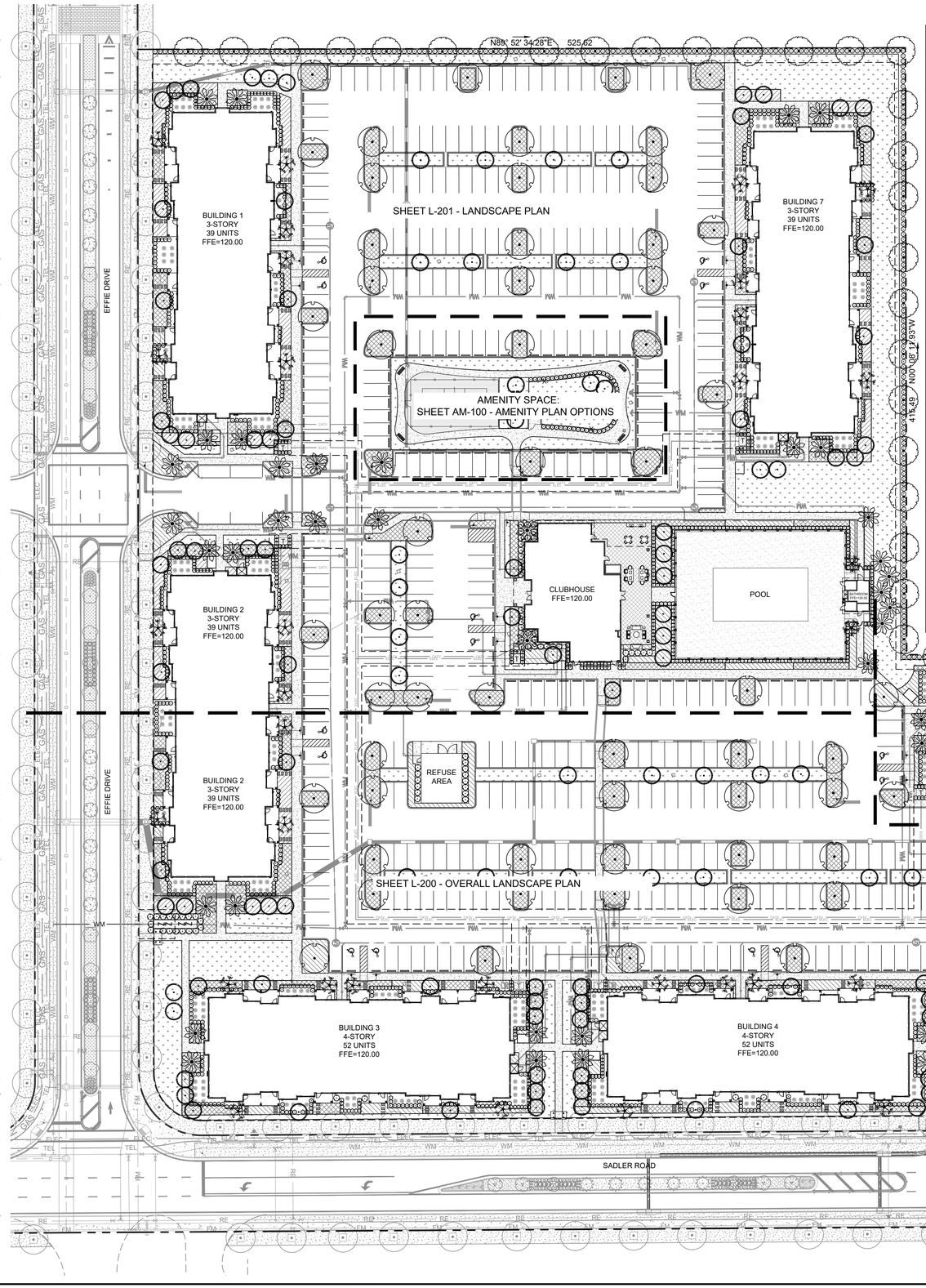

CODE MINIMUM LANDSCAPE CALCULATIONS

PER "CITY OF APOPKA" LAND DEVELOPMENT CODE

	REQUIRED	PROVIDED
BUILDING FOUNDATION LANDSCAPE *SECTION 5.2.5.A.1* *BUILDING FACADE ADJACENT TO R.O.W. (AND)* *SECTION 5.2.5.B.2.A.1.B* *BUILDING FACADE ADJACENT TO PARKING*	BUILDING 1 - 484 LF (WEST, SOUTH, AND EAST FACADES) 1,936 SF OF LANDSCAPE REQ. (4' WIDTH LANDSCAPE AREA) 25 UNDERSTORY TREES REQ. (1 UNDERSTORY TREE / 20 LF) BUILDING 2 - 484 LF (WEST, NORTH, AND EAST FACADES) 1,936 SF OF LANDSCAPE REQ. (4' WIDTH LANDSCAPE AREA) 25 UNDERSTORY TREES REQ. (1 UNDERSTORY TREE / 20 LF) BUILDING 3 - 484 LF (NORTH, WEST, AND SOUTH FACADES) 1,936 SF OF LANDSCAPE REQ. (4' WIDTH LANDSCAPE AREA) 25 UNDERSTORY TREES REQ. (1 UNDERSTORY TREE / 20 LF)) BUILDING 4 - 484 LF (NORTH, EAST, AND SOUTH FACADES) 1,936 SF OF LANDSCAPE REQ. (4' WIDTH LANDSCAPE AREA) 25 UNDERSTORY TREES REQ. (1 UNDERSTORY TREE / 20 LF) BUILDING 5 - 484 LF (WEST, SOUTH, AND NORTH FACADES) 1,936 SF OF LANDSCAPE REQ. (4' WIDTH LANDSCAPE AREA) 25 UNDERSTORY TREES REQ. (1 UNDERSTORY TREE / 20 LF) BUILDING 6 - 346 LF (WEST, SOUTH, AND EAST FACADES) 1,384 SF OF LANDSCAPE REQ. (4' WIDTH LANDSCAPE AREA) 18 UNDERSTORY TREES REQ. (1 UNDERSTORY TREE / 20 LF) BUILDING 7 - 308 LF (WEST FACADE) 828 SF OF LANDSCAPE REQ. (4' WIDTH LANDSCAPE AREA) 11 UNDERSTORY TREES REQ. (1 UNDERSTORY TREE / 20 LF)	BUILDING 1 8,660 SF OF LANDSCAPE 16 UNDERSTORY TREES + 10 PALMS BUILDING 2 8,660 SF OF LANDSCAPE 15 UNDERSTORY TREES + 10 PALMS BUILDING 3 8,660 SF OF LANDSCAPE 16 UNDERSTORY TREES + 10 PALMS BUILDING 4 8,660 SF OF LANDSCAPE 16 UNDERSTORY TREES +10 PALMS BUILDING 5 8,660 SF OF LANDSCAPE 13 UNDERSTORY TREES + 12 PALMS BUILDING 6 8,660 SF OF LANDSCAPE 4 UNDERSTORY TREES + 14 PALMS BUILDING 7 8,660 SF OF LANDSCAPE 16 UNDERSTORY TREES + 10 PALMS
INTERIOR VUA LANDSCAPE *SECTION 5.2.5.B.2*	10% OF VUA AREA TO BE LANDSCAPED (246,794 SF) 1 TREE = 1 TREE PER 10 PARKING SPACES (581 PARKING SPACES) 30% OF VUA COVERED BY MATURE TREE CANOPY 246,794 SF VUA X .1 = 24,675 SF LANDSCAPE REQUIRED 581 SPACES / 10 = 85 = 143 SHADE TREES REQUIRED 246,794 SF VUA X .3 = 74,039 SF OF MATURE TREE CANOPY COVERAGE	31,234 SF LANDSCAPE AREA PROVIDED 143 SHADE TREES PROVIDED APPROX. 179,608 SF PROVIDED RED MAPLES - 1256 SF MATURE CANOPY SIZE SHUMARD RED OAKS - 1256 SF MATURE CANOPY SIZE LIVE OAKS - 5025 SF MATURE CANOPY SIZE ELM - 1256 SF MATURE CANOPY SIZE
PERIMETER LANDSCAPING *SECTION 5.2.5.A.1.A.4*	1 CANOPY TREE AND 10 SHRUBS (36" HT. MIN.) PER 35 LF (OR FRACTION THEREOF) OF PROPERTY PERIMETER NORTH BUFFER (1) - 515 LF 15 SHADE TREES REQUIRED 148 SHRUBS REQUIRED NORTHEAST BUFFER - 416 LF 12 SHADE TREES REQUIRED 119 SHRUBS REQUIRED NORTH BUFFER (2) - 417 LF 12 SHADE TREES REQUIRED 120 SHRUBS REQUIRED EAST BUFFER - 313 LF 9 SHADE TREES 90 SHRUBS REQUIRED	 15 SHADE TREES REQUIRED 148 SHRUBS REQUIRED 12 SHADE TREES REQUIRED 119 SHRUBS REQUIRED 12 SHADE TREES REQUIRED 120 SHRUBS REQUIRED 9 SHADE TREES 90 SHRUBS REQUIRED

LANDSCAPE NOTES:

1. ALL LANDSCAPE MATERIAL TO BE FLORIDA GRADE #1 OR BETTER QUALITY
2. ALL LANDSCAPED AREAS ARE TO RECEIVE A MINIMUM OF 4" OF TOPSOIL.
3. ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, AND FREE OF PESTS AND DISEASE.
4. ALL MATERIALS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION.
5. ALL TREES MUST BE GUYED OR STAKED AS SHOWN IN THE DETAILS.
6. ALL PLANTING AREAS SHALL BE COMPLETELY MULCHED AS SPECIFIED.
7. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR 1) TO VERIFY THE LOCATIONS OF UTILITY LINES ADJACENT TO THE WORK AREA 2) TO PROTECT ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD 3) TO REPAIR ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE CONSTRUCTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERY SCHEDULE AND PROTECTION BETWEEN DELIVERY AND PLANTING TO MAINTAIN HEALTHY PLANT CONDITIONS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FULLY MAINTAINING (INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, ETC.) ALL OF THE PLANT MATERIALS AND LAWN FOR THE WARRANTY PERIOD.
11. ANY PLANT MATERIAL WHICH IS DISEASED, DISTRESSED, DEAD, OR REJECTED (PRIOR TO SUBSTANTIAL COMPLETION) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
12. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR WARRANTY PERIOD. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS DURING THE NORMAL PLANTING SEASON.
13. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
14. ALL LANDSCAPING SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES, AND SHALL BE FLORIDA NO. 1 OR BETTER AS GIVEN IN "GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I AND II," STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE.
15. ALL INVASIVE / EXOTIC SPECIES AND PROHIBITED TREE SPECIES SHALL BE REMOVED FROM SITE, INCLUDING ROOT BALLS TO THE EXTENT POSSIBLE WITH NO DAMAGE TO ADJACENT EXISTING TREES.
16. ALL LANDSCAPE AREAS WILL BE PROVIDED WITH PERMANENT AUTOMATIC IRRIGATION SYSTEM.
17. TREE SUPPORT MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS "ESTABLISHED" (AS APPROVED BY THE LANDSCAPE ARCHITECT).
18. ALL PLANT SPECIFICATIONS IN THE PLANT SCHEDULE SHALL BE CONSIDERED THE MINIMUM ALLOWABLE SPECIFICATIONS. CONTRACTOR SHALL PROCURE PLANT MATERIALS AND UPSIZE AS NECESSARY TO MEET THE MOST STRINGENT SPECIFICATION.

NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

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

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LICENSED PROFESSIONAL
BENJAMIN V. JOHNSON, PLA
FL LICENSE NUMBER
LA6667524
(OR SELECT ENGINEER OF RECORD FOR SEALING)
DATE: 12/19/2023

12/19/2023

KHA PROJECT 147922000
DATE 08/31/2023
SCALE AS SHOWN
DESIGNED BY KPD
DRAWN BY KPD
CHECKED BY BVJ

OVERALL LANDSCAPE PLAN

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP, LLC
CITY OF APOPKA FLORIDA

SHEET NUMBER
L-200

Posted By:Santiago Nonni Sheet Set:MADISON OAKS Layout:OVERALL LANDSCAPE PLAN December 19, 2023 02:39:03pm K:\VRB_LDE\A147922000 wyld oaks mf-3\CADD\plotmarks\L-200 OVERALL LANDSCAPE PLAN.dwg
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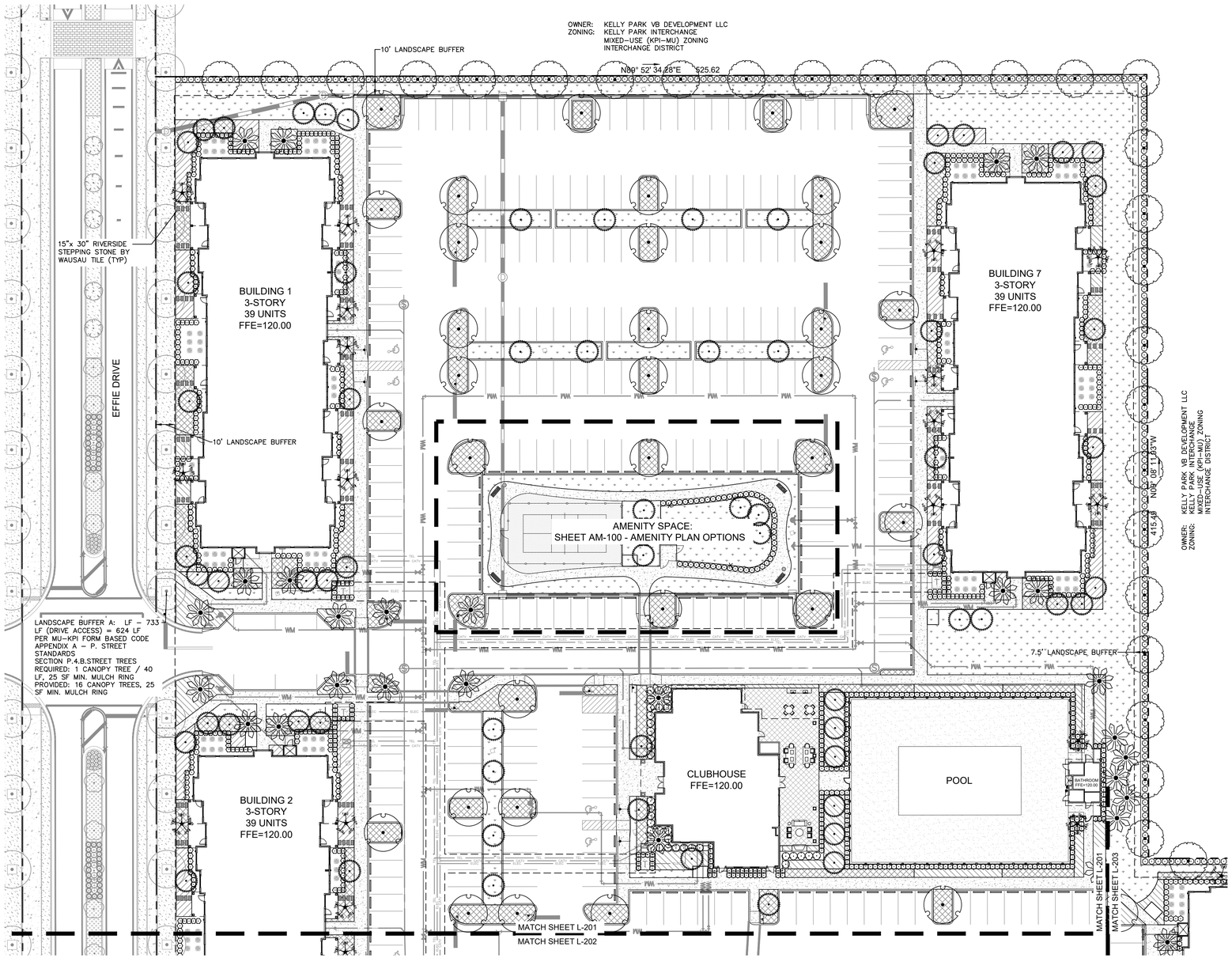
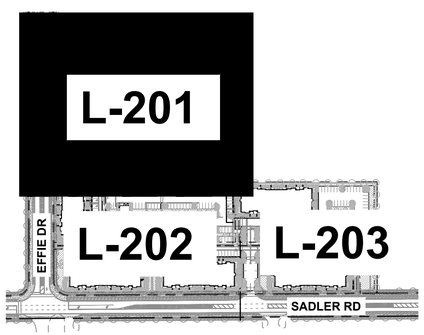


CONCEPT PLANT SCHEDULE

	PERIMETER TREES FLORIDA FLAME RED MAPLE / ACER RUBRUM 'FLORIDA FLAME' GUMBO LIMBO / BURSERA SIMARUBA BRIDAL VEIL TREE / CAESALPINIA GRANADILLO GREEN BUTTONWOOD / CONOCARPUS ERECTUS LITTLE GEM DWARF SOUTHERN MAGNOLIA / MAGNOLIA GRANDIFLORA 'LITTLE GEM' SHUMARD OAK / QUERCUS SHUMARDII SOUTHERN LIVE OAK / QUERCUS VIRGINIANA	48
	ACCENT TREES GREEN BUTTONWOOD / CONOCARPUS ERECTUS NATCHEZ CRAPE MYRTLE MULTI-TRUNK (WHITE) / LAGERSTROEMIA X 'NATCHEZ' TUSKEGEE CRAPE MYRTLE (LAVENDER) / LAGERSTROEMIA X 'TUSKEGEE' JAPANESE PRIVET / LIGUSTRUM JAPONICUM	143
	PARKING LOT TREES FLORIDA FLAME RED MAPLE / ACER RUBRUM 'FLORIDA FLAME' GREEN BUTTONWOOD / CONOCARPUS ERECTUS JAPANESE PRIVET / LIGUSTRUM JAPONICUM SOUTHERN LIVE OAK / QUERCUS VIRGINIANA	78
	PALM TREES AUSTRALIAN FAN PALM / LIVISTONA AUSTRALIS MEDJOOL DATE PALM / PHOENIX DACTYLIFERA 'MEDJOOL' PYGMY DATE PALM / PHOENIX ROEBELENII WILD DATE PALM / PHOENIX SYLVESTRIS ROYAL PALM / ROYSTONEA REGIA CABBAGE PALMETTO / SABAL PALMETTO FOXTAIL PALM / WODYETIA BIFURCATA	51
	FOUNDATION UNDERSTORY TREES AUSTRALIAN FAN PALM / LIVISTONA AUSTRALIS MEDJOOL DATE PALM / PHOENIX DACTYLIFERA 'MEDJOOL' PYGMY DATE PALM / PHOENIX ROEBELENII WILD DATE PALM / PHOENIX SYLVESTRIS ROYAL PALM / ROYSTONEA REGIA CABBAGE PALMETTO / SABAL PALMETTO FOXTAIL PALM / WODYETIA BIFURCATA	52
	SHRUB HEDGES CAPE JASMINE GARDENIA / GARDENIA JASMINOIDES 'MIAMI SUPREME' PODOCARPUS / PODOCARPUS MACROPHYLLUS DWARF VARIEGATED SCHEFFLERA / SCHEFFLERA ARBORICOLA 'VARIEGATA' VARIEGATED SCHEFFLERA / SCHEFFLERA ARBORICOLA 'TRINETTE' SWEET VIBURNUM / VIBURNUM ODORATISSIMUM	122
	SHRUBS RED TIP COCO PLUM / CHRYSOBALANUS ICACO 'RED TIP' DWARF PITCH APPLE / CLUSIA ROSEA 'NANA' QUEEN EMMA CRINUM LILY / CRINUM AUGUSTUM 'QUEEN EMMA' FLORIDA FLAME AZALEA / RHODODENDRON AUSTRINUM VARIEGATED SCHEFFLERA / SCHEFFLERA ARBORICOLA 'TRINETTE' AWABUKI VIBURNUM / VIBURNUM ODORATISSIMUM 'AWABUKI'	1,672
	PERIMETER SHRUBS RED TIP COCO PLUM / CHRYSOBALANUS ICACO 'RED TIP' SMALL LEAF CLUSIA / CLUSIA GUTTIFERA PODOCARPUS / PODOCARPUS MACROPHYLLUS SWEET VIBURNUM / VIBURNUM ODORATISSIMUM SANDANKWA VIBURNUM / VIBURNUM SUSPENSUM	474
	SHRUB AREAS HORIZONTAL COCO PLUM / CHRYSOBALANUS ICACO 'HORIZONTALIS' GREEN ISLAND INDIAN LAUREL FIG / FICUS MICROCARPA 'GREEN ISLAND' SPLIT-LEAF PHILODENDRON / MONSTERA DELICIOSA PINK MUHLY / MUHLENBERGIA CAPILLARIS WILD COFFEE / PSYCHOTRIA NERVOSA SAW PALMETTO / SABAL SERRULATA	19,800 SF 5,145 9,146 3,293 5,145
	GROUNDCOVERS LILY OF THE NILE / AGAPANTHUS AFRICANUS PERENNIAL PEANUT / ARACHIS GLABRATA ROYAL PURPLE LILYTURF / LIRIOPE MUSCARI 'ROYAL PURPLE' WART FERN / MICROSORUM SCOLOPENDRIA SUNSHINE MIMOSA / MIMOSA STRIGILLOSA BURLE MARX PHILODENDRON / PHILODENDRON X 'BURLE MARX' CONFEDERATE JASMINE / TRACHELOSPERMUM JASMINOIDES 'CONFEDERATE'	34,377 SF 15,879 15,879 15,879
	LAWN / TURFGRASS BAHIAGRASS / PASPALUM NOTATUM ST. AUGUSTINE GRASS / STENOTAPHRUM SECUNDATUM	56,692 SF

KEY MAP



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DATE: 12/19/2023

12/19/2023

KHA PROJECT 147922000
DATE 08/31/2023
SCALE AS SHOWN
DESIGNED BY KPD
DRAWN BY KPD
CHECKED BY BVJ

LANDSCAPE PLAN

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP, LLC
CITY OF APOPKA FLORIDA

SHEET NUMBER
L-201

Plotted By:Santiago Nom Street Set:MADISON OAKS Layout:LANDSCAPE PLAN December 19, 2023 02:39:40pm K:\VRB_LDEV\147922000 wvld sps mf\3\CADD\plansheets\L-201 LANDSCAPE PLAN.dwg
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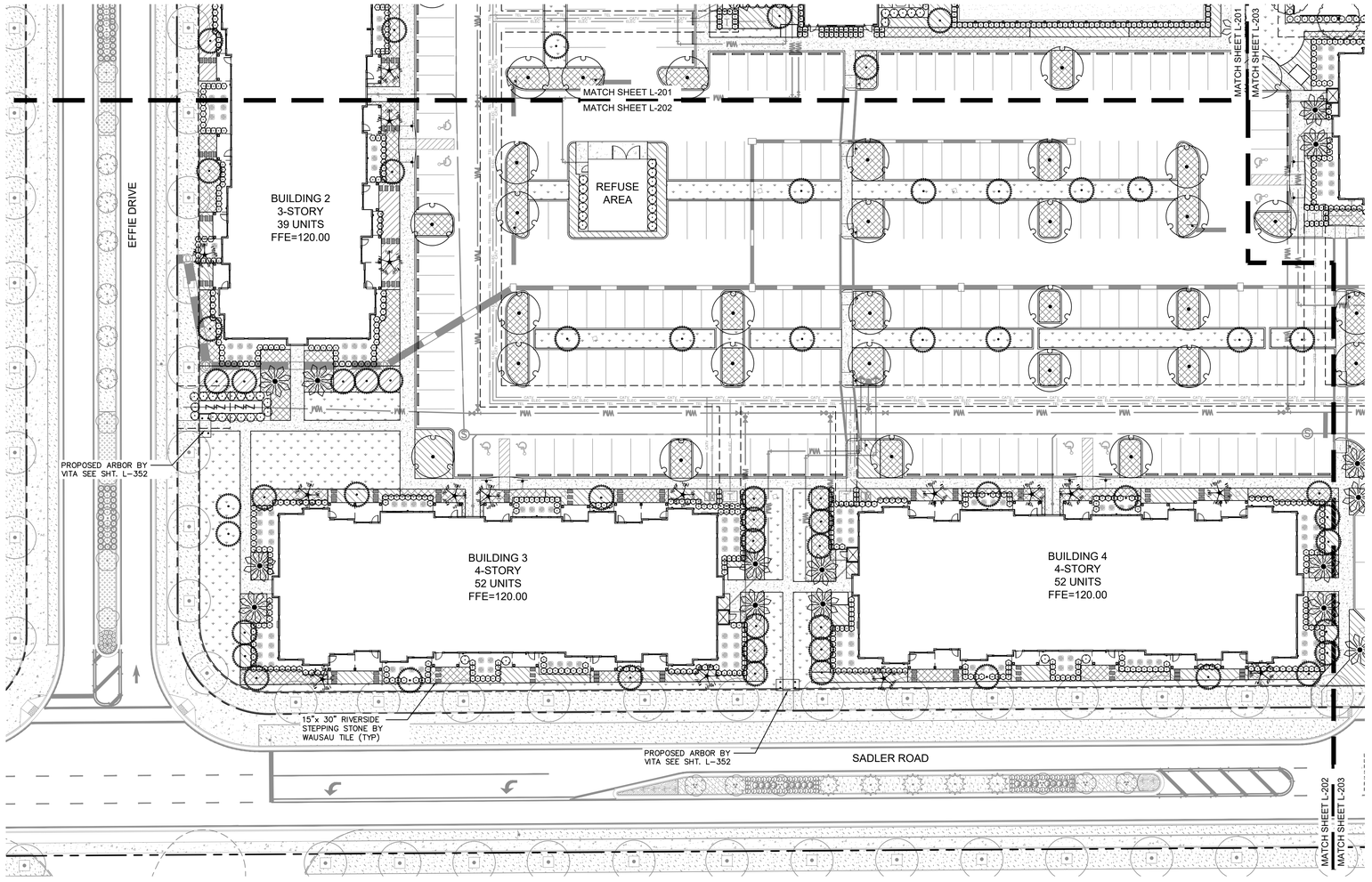

CONCEPT PLANT SCHEDULE

PERIMETER TREES		48
	FLORIDA FLAME RED MAPLE / ACER RUBRUM 'FLORIDA FLAME'	
	GUMBO LIMBO / BURSERA SIMARUBA	
	BRIDAL VEIL TREE / CAESALPINIA GRANADILLO	
	GREEN BUTTONWOOD / CONOCARPUS ERECTUS	
	LITTLE GEM DWARF SOUTHERN MAGNOLIA / MAGNOLIA GRANDIFLORA 'LITTLE GEM'	
	SHUMARD OAK / QUERCUS SHUMARDII	
	SOUTHERN LIVE OAK / QUERCUS VIRGINIANA	
ACCENT TREES		143
	GREEN BUTTONWOOD / CONOCARPUS ERECTUS	
	NATCHEZ CRAPE MYRTLE MULTI-TRUNK (WHITE) / LAGERSTROEMIA X 'NATCHEZ'	
	TUSKEGEE CRAPE MYRTLE (LAVENDER) / LAGERSTROEMIA X 'TUSKEGEE'	
	JAPANESE PRIVET / LIGUSTRUM JAPONICUM	
PARKING LOT TREES		78
	FLORIDA FLAME RED MAPLE / ACER RUBRUM 'FLORIDA FLAME'	
	GREEN BUTTONWOOD / CONOCARPUS ERECTUS	
	JAPANESE PRIVET / LIGUSTRUM JAPONICUM	
	SOUTHERN LIVE OAK / QUERCUS VIRGINIANA	
PALM TREES		51
	AUSTRALIAN FAN PALM / LIVISTONA AUSTRALIS	
	MEDJOOL DATE PALM / PHOENIX DACTYLIFERA 'MEDJOOL'	
	PYGMY DATE PALM / PHOENIX ROEBELENII	
	WILD DATE PALM / PHOENIX SYLVESTRIS	
	ROYAL PALM / ROYSTONEA REGIA	
	CABBAGE PALMETTO / SABAL PALMETTO	
	FOXTAIL PALM / WODYETIA BIFURCATA	
FOUNDATION UNDERSTORY TREES		52
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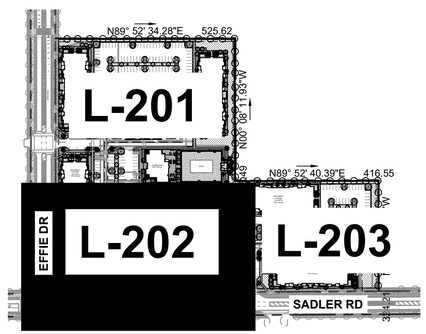
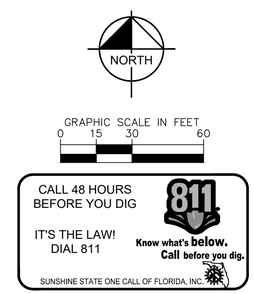
	CABBAGE PALMETTO / SABAL PALMETTO	
	FOXTAIL PALM / WODYETIA BIFURCATA	
SHRUB HEDGES		122
	CAPE JASMINE GARDENIA / GARDENIA JASMINOIDES 'MIAMI SUPREME'	
	PODOCARPUS / PODOCARPUS MACROPHYLLUS	
	DWARF VARIEGATED SCHEFFLERA / SCHEFFLERA ARBORICOLA 'VARIEGATA'	
	VARIEGATED SCHEFFLERA / SCHEFFLERA ARBORICOLA 'TRINETTE'	
	SWEET VIBURNUM / VIBURNUM ODORATISSIMUM	
SHRUBS		1,672
	RED TIP COCO PLUM / CHRYSOBALANUS ICACO 'RED TIP'	
	DWARF PITCH APPLE / CLUSIA ROSEA 'NANA'	
	QUEEN EMMA CRINUM LILY / CRINUM AUGUSTUM 'QUEEN EMMA'	
	FLORIDA FLAME AZALEA / RHODODENDRON AUSTRINUM	
	VARIEGATED SCHEFFLERA / SCHEFFLERA ARBORICOLA 'TRINETTE'	
	AWABUKI VIBURNUM / VIBURNUM ODORATISSIMUM 'AWABUKI'	
PERIMETER SHRUBS		474
	RED TIP COCO PLUM / CHRYSOBALANUS ICACO 'RED TIP'	
	SMALL LEAF CLUSIA / CLUSIA GUTTIFERA	
	PODOCARPUS / PODOCARPUS MACROPHYLLUS	
	SWEET VIBURNUM / VIBURNUM ODORATISSIMUM	
	SANDANKWA VIBURNUM / VIBURNUM SUSPENSUM	
SHRUB AREAS		19,800 SF
	HORIZONTAL COCO PLUM / CHRYSOBALANUS ICACO 'HORIZONTALIS'	5,145
	GREEN ISLAND INDIAN LAUREL FIG / FICUS MICROCARPA 'GREEN ISLAND'	9,146
	SPLIT-LEAF PHILODENDRON / MONSTERA DELICIOSA	
	PINK MUHLY / MUHLENBERGIA CAPILLARIS	3,293
	WILD COFFEE / PSYCHOTRIA NERVOSA	
	SAW PALMETTO / SABAL SERRULATA	5,145
GROUNDCOVERS		34,377 SF
	LILY OF THE NILE / AGAPANTHUS AFRICANUS	15,879
	PERENNIAL PEANUT / ARACHIS GLABRATA	
	ROYAL PURPLE LILYTURF / LIRIOPE MUSCARI 'ROYAL PURPLE'	
	WART FERN / MICROSORUM SCOLOPENDRIA	15,879
	SUNSHINE MIMOSA / MIMOSA STRIGILLOSA	
	BURLE MARX PHILODENDRON / PHILODENDRON X 'BURLE MARX'	
	CONFEDERATE JASMINE / TRACHELOSPERMUM JASMINOIDES 'CONFEDERATE'	15,879
LAWN / TURFGRASS		56,692 SF
	BAHIAGRASS / PASPALUM NOTATUM	
	ST. AUGUSTINE GRASS / STENOTAPHRUM SECUNDATUM	

KEY MAP





No.	REVISIONS	DATE	BY

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KHA PROJECT
147922000
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SCALE AS SHOWN
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CHECKED BY BVJ

LANDSCAPE PLAN

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP, LLC
CITY OF APOPKA FLORIDA

SHEET NUMBER
L-202

Plotted By:Santiago Noni Sheet Set:MADISON OAKS Layout:L-202 LANDSCAPE PLAN December 19, 2023 02:30:57pm K:\VRB_LDEV\147922000 wyld oaks mf-3\CAD\plotsheets\L-201 LANDSCAPE PLAN.dwg
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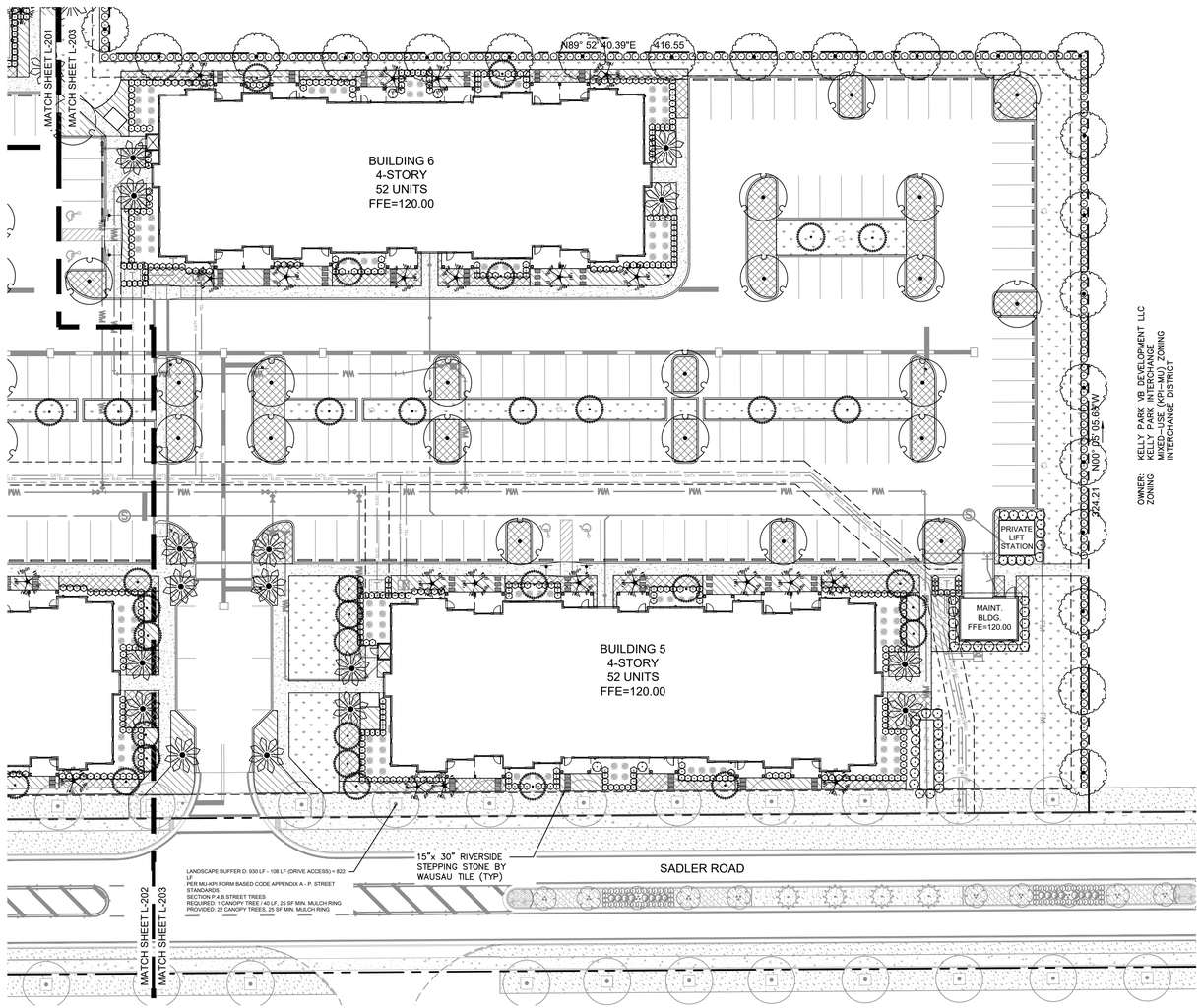

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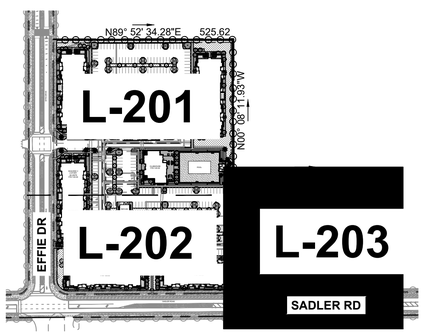
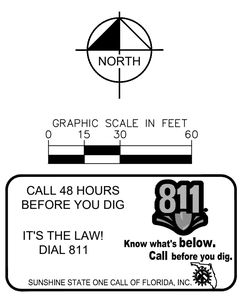
	PERIMETER SHRUBS RED TIP COCO PLUM / CHRYSOBALANUS ICACO 'RED TIP' SMALL LEAF CLUSIA / CLUSIA GUTTIFERA PODOCARPUS / PODOCARPUS MACROPHYLLUS SWEET VIBURNUM / VIBURNUM ODORATISSIMUM SANDANKWA VIBURNUM / VIBURNUM SUSPENSUM	474
	SHRUB AREAS HORIZONTAL COCO PLUM / CHRYSOBALANUS ICACO 'HORIZONTALIS' GREEN ISLAND INDIAN LAUREL FIG / FICUS MICROCARPA 'GREEN ISLAND' SPLIT-LEAF PHILODENDRON / MONSTERA DELICIOSA PINK MUHLY / MUHLENBERGIA CAPILLARIS WILD COFFEE / PSYCHOTRIA NERVOSA SAW PALMETTO / SABAL SERRULATA	19,800 SF 5,145 9,146 3,293 5,145
	GROUNDCOVERS LILY OF THE NILE / AGAPANTHUS AFRICANUS PERENNIAL PEANUT / ARACHIS GLABRATA ROYAL PURPLE LILYTURF / LIRIOPE MUSCARI 'ROYAL PURPLE' WART FERN / MICROSORUM SCOLOPENDRIA SUNSHINE MIMOSA / MIMOSA STRIGILLOSA BURLE MARX PHILODENDRON / PHILODENDRON X 'BURLE MARX' CONFEDERATE JASMINE / TRACHELOSPERMUM JASMINOIDES 'CONFEDERATE'	34,377 SF 15,879 15,879 15,879
	LAWN / TURFGRASS BAHIAGRASS / PASPALUM NOTATUM ST. AUGUSTINE GRASS / STENOTAPHRUM SECUNDATUM	56,692 SF

KEY MAP





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LANDSCAPE PLAN

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP, LLC
CITY OF APOPKA FLORIDA

SHEET NUMBER
L-203

Plotted By: Santiago, Noni Sheet Set: MADISON OAKS Layout: L-203 LANDSCAPE PLAN December 19, 2023 02:40:12pm K:\VRB_LDEV\147922000 wyld oaks mf-3\CAD\plansheets\L-201 LANDSCAPE PLAN.dwg
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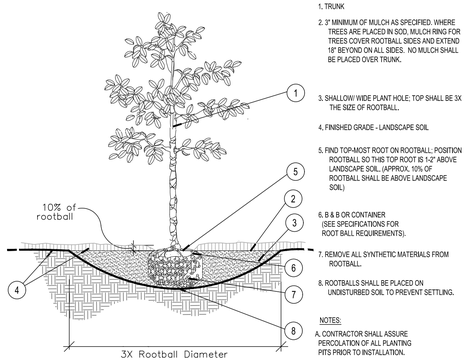


1. TRUNK
2. 3" MINIMUM OF MULCH AS SPECIFIED. WHERE TREES ARE PLACED IN SOD, MULCH RING FOR TREES COVER ROOTBALL SIDES AND EXTEND 18" BEYOND ON ALL SIDES. NO MULCH SHALL BE PLACED OVER TRUNK.
3. SHALLOW WIDE PLANT HOLE: TOP SHALL BE 3X THE SIZE OF ROOTBALL.
4. FINISHED GRADE - LANDSCAPE SOIL
5. FIND TOP-MOST ROOT ON ROOTBALL; POSITION ROOTBALL SO THIS TOP ROOT IS 1-2" ABOVE LANDSCAPE SOIL. (APPROX. 10% OF ROOTBALL SHALL BE ABOVE LANDSCAPE SOIL)
6. B & B OR CONTAINER (SEE SPECIFICATIONS FOR ROOT BALL REQUIREMENTS).
7. REMOVE ALL SYNTHETIC MATERIALS FROM ROOTBALL.
8. ROOTBALLS SHALL BE PLACED ON UNDISTURBED SOIL TO PREVENT SETTLING.

NOTES:

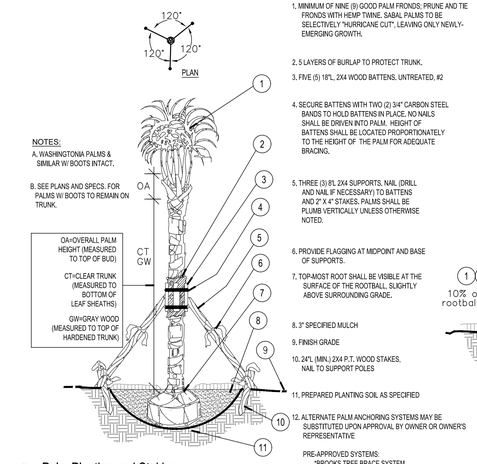
A. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.

B. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.

C. SEE PRE-APPROVED STAKING METHODS, THIS SHEET

* ALL TREES SHALL BE PLUMB VERTICALLY WITHIN A TOLERANCE OF THREE DEGREES, UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE.

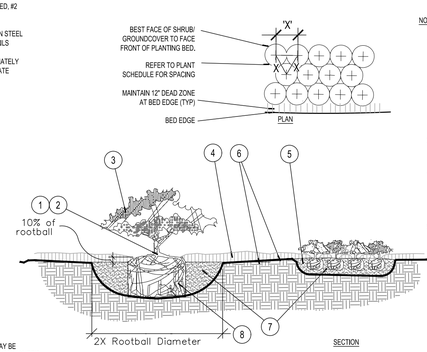
A Tree Planting
SECTION — NTS



1. MINIMUM OF NINE (9) GOOD PALM FRONDS; PRUNE AND TIE FRONDS WITH HEMP TWINE. SABAL PALMS TO BE SELECTIVELY "HURRICANE CUT", LEAVING ONLY NEWLY-EMERGING GROWTH.
2. 5 LAYERS OF BURLAP TO PROTECT TRUNK.
3. FIVE (5) 18"L. 2X4 WOOD BATTENS, UNTREATED, #2
4. SECURE BATTENS WITH TWO (2) 3/4" CARBON STEEL BANDS TO HOLD BATTENS IN PLACE. NO NAILS SHALL BE DRIVEN INTO PALM. HEIGHT OF BATTENS SHALL BE LOCATED PROPORTIONATELY TO THE HEIGHT OF THE PALM FOR ADEQUATE BRACING.
5. THREE (3) 8'L 2X4 SUPPORTS, NAIL (DRILL AND NAIL IF NECESSARY) TO BATTENS AND 2" X 4" STAKES. PALMS SHALL BE PLUMB VERTICALLY UNLESS OTHERWISE NOTED.
6. PROVIDE FLAGGING AT MIDPOINT AND BASE OF SUPPORTS.
7. TOP-MOST ROOT SHALL BE VISIBLE AT THE SURFACE OF THE ROOTBALL. SLIGHTLY ABOVE SURROUNDING GRADE.
8. 3" SPECIFIED MULCH
9. FINISH GRADE
10. 24"L (MIN.) 2X4 P.T. WOOD STAKES, NAIL TO SUPPORT POLES
11. PREPARED PLANTING SOIL AS SPECIFIED
12. ALTERNATE PALM ANCHORING SYSTEMS MAY BE SUBSTITUTED UPON APPROVAL BY OWNER OR OWNER'S REPRESENTATIVE

PRE-APPROVED SYSTEMS:
*BROOKS TREE BRACE SYSTEM
*ARBOR TIE TREE BRACING

B Palm Planting and Staking
SECTION — NTS

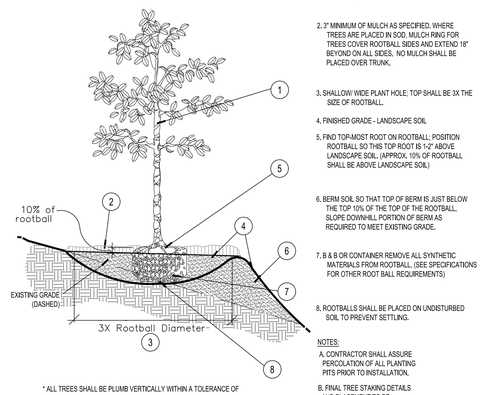


NOTES:

1. FIND POINT WHERE TOPMOST ROOT EMERGES FROM TRUNK WITHIN 2" OF SURFACE. CLEAR EXCESS SOIL IF NECESSARY.
2. TOP 10% OF SHRUB AND GROUNDCOVER ROOTBALLS TO BE PLANTED ABOVE THE LANDSCAPE GRADE. DO NOT COVER EXPOSED 10% ON SIDES WITH SOIL.
3. PRUNE ALL LIKE SHRUBS WITHIN A PLANTED MASS TO ACHIEVE A UNIFORM MASS/HEIGHT.
4. 3" MINIMUM MULCH AS SPECIFIED - DO NOT COVER ENTIRE SHRUB ROOTBALL OR CREATE 'WATER RINGS' ONLY COVER SIDES OF ROOTBALL WITH MULCH
5. EXCAVATE ENTIRE BED SPECIFIED FOR GROUNDCOVER BED.
6. FINISHED GRADE (SEE GRADING PLAN).
7. PREPARED PLANTING SOIL AS SPECIFIED. NOTE: WHEN GROUND- COVERS AND SHRUBS USED IN MASSES, ENTIRE BED TO BE AMENDED WITH PLANTING SOIL MIX AS SPECIFIED.
8. SCARIFY ROOTBALL SIDES AND BOTTOM.

* ALL SHRUBS AND GROUNDCOVERS SHALL BE PLUMB VERTICALLY, UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE.

C Shrub / Groundcover Planting
PLAN/SECTION — NTS



1. TREES, PALMS, AND LARGE SHRUBS (15 GAL OR GREATER) SHALL BE PLANTED IN SIMILAR MANNER
2. 3" MINIMUM OF MULCH AS SPECIFIED, WHERE TREES ARE PLACED IN SOD, MULCH RING FOR TREES COVER ROOTBALL SIDES AND EXTEND 18" BEYOND ON ALL SIDES. NO MULCH SHALL BE PLACED OVER TRUNK.
3. SHALLOW WIDE PLANT HOLE: TOP SHALL BE 3X THE SIZE OF ROOTBALL.
4. FINISHED GRADE - LANDSCAPE SOIL
5. FIND TOP-MOST ROOT ON ROOTBALL; POSITION ROOTBALL SO THIS TOP ROOT IS 1-2" ABOVE LANDSCAPE SOIL. (APPROX. 10% OF ROOTBALL SHALL BE ABOVE LANDSCAPE SOIL)
6. BERM SOIL SO THAT TOP OF BERM IS JUST BELOW THE TOP 10% OF THE TOP OF THE ROOTBALL. SLOPE DOWNHILL PORTION OF BERM AS REQUIRED TO MEET EXISTING GRADE.
7. B & B OR CONTAINER REMOVE ALL SYNTHETIC MATERIALS FROM ROOTBALL. (SEE SPECIFICATIONS FOR OTHER ROOT BALL REQUIREMENTS)
8. ROOTBALLS SHALL BE PLACED ON UNDISTURBED SOIL TO PREVENT SETTLING.

NOTES:

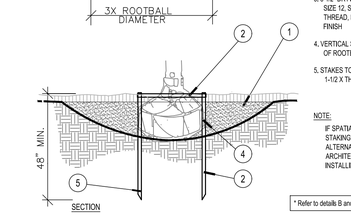
A. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.

B. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.

C. SEE PRE-APPROVED STAKING METHODS, THIS SHEET

* ALL TREES SHALL BE PLUMB VERTICALLY WITHIN A TOLERANCE OF THREE DEGREES, UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE.

D Planting on a Slope
SECTION — NTS



1. FINISH GRADE
2. HORIZONTAL 2X2 SCREWED TO 2X2 STAKE. ALL WOOD SHALL BE #2 UNTREATED.
3. 3-1/2" DRYWALL SCREW, THREAD SIZE 12, SHARP POINT, FULL THREAD, BLACK PHOSPHATE FINISH
4. VERTICAL STAKES SHALL ABUT SIDE OF ROOTBALL
5. STAKES TO EXTEND INTO NATIVE SOIL BY 1-1/2 X THE ROOTBALL DEPTH MIN.

NOTE:

IF SPATIAL REQUIREMENTS PRECLUDE STAKING WITH THIS METHOD, SUBMIT ALTERNATE FOR LANDSCAPE ARCHITECT'S APPROVAL PRIOR TO INSTALLING PLANT.

* Refer to details B and D for planting

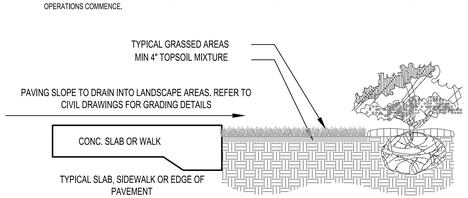
E Staking - up to 65 gal. or B&B to 3-1/2" Cal.
PLAN/SECTION — NTS

SOD NOTES:

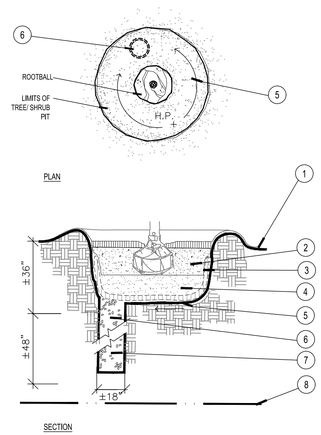
1. TYPICAL SOLID SOD LAID LEVEL WITH TIGHT JOINTS SET ADJACENT TO EDGE OF PAVEMENT SUCH THAT THE TOP OF SOD WHEN FRESHLY MOWED IS FLUSH WITH TOP OF PAVEMENT IN ORDER NOT TO IMPEDE THE FLOW OF RUNOFF INTO LANDSCAPE AREAS AND TO APPEAR NEAT AND WELL MAINTAINED.
2. ALL SOD LAID ADJACENT TO THE SHRUB OR GROUNDCOVER PLANTING AREAS SHALL HAVE WELL DEFINED BEDLINES, AND SHALL BE INSTALLED A DISTANCE BACK FROM THE FACE EDGE OF PLANT MATERIALS TO ALLOW FOR GROWTH OF THE PLANTS. THE TOP OF THE SOD AND THE FINISHED GRADE OF THE 3" MULCH COVER SHALL BE FLUSH AND LEVEL.
3. SOD SET ON PREPARED GRADE WHICH IS LEVEL OR GRADED TO MEET THE REQUIREMENTS OF THE ENGINEERED SITE DRAINAGE PLANS.

TOP SOIL NOTES:

1. PLANTING SOIL SHALL CONSIST OF 70% CLEAN, SHARP, SILICA SAND AND 30% EVERGLADES MUCK, MIXED WITH THE NATIVE, EXCAVATED SOIL IN A 1:1 RATIO (50/50).
2. TOPSOIL FOR USE IN PREPARING SOIL MIXTURE FOR BACKFILLING PLANT PITS SHALL BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER; REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH WEEDS AND OTHER LITTER; FREE OF ROOTS, STUMPS, STONES LARGER THAN 2" IN ANY DIRECTION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER AND A PH BETWEEN 5.5 AND 6.5 - SUBMIT SAMPLE AND PH TESTING RESULTS FOR APPROVAL.
3. CONTRACTOR TO SUBMIT SAMPLES OF SOIL MIXTURE FOR OWNER'S REPRESENTATIVE APPROVAL PRIOR TO PLANT INSTALLATION OPERATIONS COMMENCE.



F SOD
SECTION — NTS



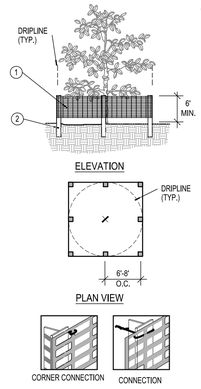
1. FINISH GRADE
2. BACKFILL WITH PREPARED PLANTING SOIL MIX AS SPECIFIED.
3. FILTER CLOTH, MIRAFI 500X OR BETTER
4. 12" CLEAN SAND, COMPACTED. ADJUST LAYER THICKNESS SO TOP OF ROOTBALL IS AT LEAST 1" ABOVE FINISHED GRADE.
5. SLOPE BOTTOM TO DRAIN
6. ±18"Ø AUGURED HOLE PENETRATE THROUGH OCCLUDING LAYER TO WATER TABLE OR TO A DEPTH OF 7' TO ASSURE PROPER PERCOLATION.
7. BACKFILL WITH 1/2" - 3/4" GRAVEL.
8. WATER TABLE. (DEPTH VARIES)

NOTE:

FOR A PARKING ISLAND PLANTING SITUATION, CONTRACTOR TO BACKFILL ENTIRE LENGTH OF PLANTING AREA TO WITHIN 6" OF BACK OF CURB OR EDGE OF PAVEMENT.

REFER TO NOTE 0.3 OF WRITTEN SPECIFICATIONS FOR ADDITIONAL INFORMATION.

G Poor Drainage Condition
PLAN/SECTION — NTS



1. 6'H "PERIMETER PLUS" CONSTRUCTION FENCE BY CONWED PLASTICS OR OWNER'S REPRESENTATIVE APPROVED EQUAL. SUBMIT PRODUCT INFORMATION FOR APPROVAL PRIOR TO INSTALLATION.
2. 8' TALL METAL "T" POSTS OR 2" x 2" X 8' PRESSURE TREATED WOOD POSTS WITH 24" BURIAL BELOW GRADE.

INSTALLATION NOTES:

A. POST SELECTION SHOULD BE BASED ON EXPECTED STRENGTH NEEDS AND THE LENGTH OF TIME FENCE WILL BE IN PLACE. FLEXIBLE FIBERGLASS ROD POSTS ARE RECOMMENDED FOR PARKS, ATHLETIC EVENTS AND CROWD CONTROL INSTALLATIONS. METAL "T" POSTS OR TREATED WOOD POSTS ARE TYPICALLY USED FOR CONSTRUCTION AND OTHER APPLICATIONS.

B. POSTS SHOULD BE DRIVEN INTO THE GROUND TO A DEPTH OF 1/4 OF THE HEIGHT OF THE POST. FOR EXAMPLE, A 8' POST SHOULD BE SET AT LEAST 2' INTO THE GROUND.

C. SPACE POSTS EVERY 6' (MIN.) TO 8' (MAX.).

D. SECURE FENCING TO POST WITH NYLON CABLE TIES (AVAILABLE FROM CONWED PLASTICS). WOOD STRIPS MAY BE ALSO BE USED TO PROVIDE ADDITIONAL SUPPORT AND PROTECTION BETWEEN TIES AND POSTS.

NOTE: IF WIRE TIES ARE USED, AVOID DIRECT CONTACT WITH FENCE. WIRE MAY DAMAGE FENCE OVER TIME.

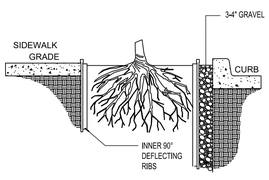
H Tree/Shrub Protector
Barrier Detail — NTS

ROOT BARRIER BY: Century Root Barrier (714)632-7083
(or) DeepRoot (800)458-7668

SIZE: 36" D, OR AS NOTED ON PLAN

MATERIAL: POLYETHYLENE WITH ULTRAVIOLET INHIBITORS

THICKNESS: .085 IN. (min.)

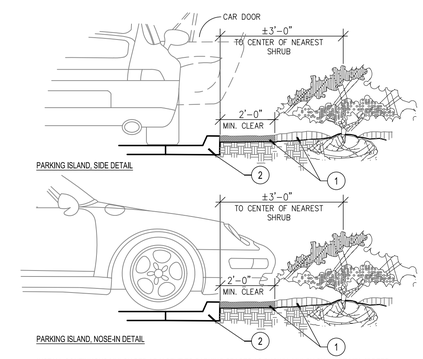


LINEAR APPLICATION

NOTES:

1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWINGS.
3. CENTURY ROOT BARRIER OR APPROVED EQUAL.
4. ROOT BARRIER TO BE INSTALLED FOR ALL TREES WITHIN 5 FEET OF A SIDEWALK OR UTILITY.

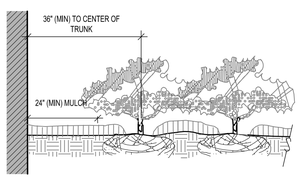
I Root Barrier
Barrier Detail — NTS



1. INSTALL CONTINUOUS MULCH BED ADJACENT TO PARKING SPACES AS SHOWN. MULCH SHALL BE MIN. 3" DEEP.

   NO POP-UP IRRIGATION HEADS SHALL BE LOCATED WITHIN 24" OF A PARKING SPACE ON ANY SIDE
2. CURB OR PARKING LOT EDGE, BY OTHERS

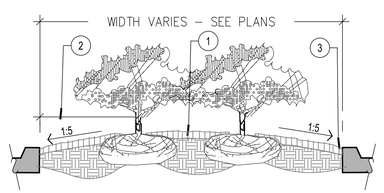
J Parking Space/Curb Planting
SECTION — NTS



NOTES

* CLEAR ZONE: 36" MIN. FROM BUILDING TO CENTER OF NEAREST SHRUB.

K Plantings Adjacent to Buildings
SECTION — NTS

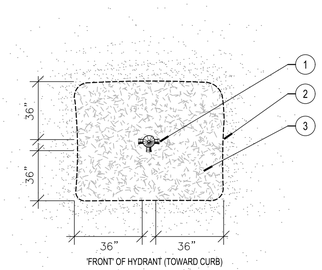


PLANTER ISLAND NOTES

1. CROWN ISLANDS @ 5:1 SLOPES (OR AS SPECIFIED ON THE LANDSCAPE PLANS).
2. CLEAR ZONE: 36" MIN. FROM BACK OF CURB TO CENTER OF NEAREST SHRUB. CLEAR ZONE SHALL CONTAIN 3" CONTINUOUS MULCH OR TURF, SEE PLANS. SEE DETAIL 'I' FOR PLANTER MEDIANS ADJACENT TO PARKING SPACES.
3. 1" MIN VERTICAL CLEARANCE, TOP OF CURB TO TOP OF MULCH.

- EXCAVATE CONTINUOUS 36" DEEP (FROM TOP OF CURB) FOR ENTIRE LENGTH AND WIDTH OF ISLAND & BACKFILL WITH APPROVED PLANTING MIX.
- PROTECT AND RETAIN ALL CURBS AND BASE. COMPACTED SUBGRADE TO REMAIN FOR STRUCTURAL SUPPORT OF CURB SYSTEM (TYP).
- ALL ISLANDS SHALL UTILIZE POOR DRAINAGE DETAIL WHEN PERCOLATION RATES ARE 2" PER HOUR OR LESS.

L Planted Parking Lot Islands / Medians
SECTION — NTS



1. FIRE HYDRANT
2. NO TREES SHALL BE PLACED WITHIN SHOWN RADIUS OF ALL PROPOSED OR EXISTING FIRE HYDRANTS. CONTRACTOR SHALL ADJUST PLANT MATERIAL SO THAT NO CONFLICTS WITH FIRE HYDRANTS OCCUR ON SITE.
3. PROVIDE A MULCH, 3" DEPTH MIN., SURROUNDING AREA INDICATED.

M Fire Hydrant Clear Zone
PLAN — NTS

No.	REVISIONS	DATE	BY

Kimley»Horn
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445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

LICENSED PROFESSIONAL
BENJAMIN V. JOHNSON, PLA
FL LICENSE NUMBER
LA6667524
(OR SELECT ENGINEER OF RECORD FOR SHEET)
DATE: 12/19/2023

12/19/2023

KHA PROJECT 147922000
DATE 08/31/2023
SCALE AS SHOWN
DESIGNED BY ESM
DRAWN BY ESM
CHECKED BY KMR

LANDSCAPE DETAILS

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP, LLC
CITY OF APOPKA FLORIDA

SHEET NUMBER
L-250

Plotted By:Santiago, Noni Sheet Set:MADISON OAKS Layout:LANDSCAPE DETAILS December 19, 2023 02:40:19pm K:\VRB_LDEV\147922000 wyld oaks mf-3\CADD\prjsheets\L-250 LANDSCAPE DETAILS.dwg
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GENERAL LANDSCAPE SPECIFICATIONS AND NOTES

A. SCOPE OF WORK

1. THE WORK CONSISTS OF: FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS HEREIN SPECIFIED.

2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL CONTRACT PLANTING AREAS UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER.

B. PROTECTION OF EXISTING STRUCTURES

ALL EXISTING BUILDINGS, WALKS, WALLS, PAVING, PIPING, OTHER SITE CONSTRUCTION ITEMS, AND PLANTING ALREADY COMPLETED OR ESTABLISHED SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER, AT NO COST TO THE OWNER.

C. PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS EXISTING OR OTHERWISE, CAUSED BY CARELESS EQUIPMENT OPERATION, MATERIAL STOCKPILING, ETC. THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIP-LINE AND SPILLING OIL, GASOLINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIP-LINE. NO MATERIALS SHALL BE BURNED WHERE HEAT WILL DAMAGE ANY PLANT. EXISTING TREES KILLED OR DAMAGED SO THAT THEY ARE MISSHAPEN AND/ OR UNSIGHTLY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF ONE HUNDRED DOLLARS ($100) PER CALIPER INCH ON AN ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY (20) PERCENT PER INCH OVER FOUR (4) INCHES CALIPER AS FIXED AND AGREED LIQUIDATED DAMAGES. CALIPER SHALL BE MEASURED SIX (6) INCHES ABOVE GROUND LEVEL FOR TREES UP TO AND INCLUDING FOUR (4) INCHES IN CALIPER AND TWELVE (12) INCHES ABOVE GROUND LEVEL FOR TREES OVER FOUR (4) INCHES IN CALIPER.

D. MATERIALS

1. GENERAL

MATERIALS LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL. UPON SUBMITTALS' APPROVAL, DELIVERY OF MATERIALS MAY COMMENCE.

MATERIAL	SUBMITTAL
MULCH	PRODUCT DATA
TOPSOIL MIX	AMENDMENT MIX/ PRODUCT DATA/ TEST RESULTS
PLANTS	PHOTOGRAPHS OF ONE (1) OF EACH SPECIES (OR TAGGED IN NURSERY) INDICATE SIZES (HEIGHT/WIDTH) AND QUALITY PER SPEC. CLIENT-REQUESTED TAGGING MAY SUBSTITUTE PHOTOS.
FERTILIZER	PRODUCT DATA
INNOCULANT	PRODUCT DATA
HERBICIDE	PRODUCT DATA

2. PLANT MATERIALS

A. PLANT SPECIES AND SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARDIZED PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS, LATEST EDITION, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. ALL PLANTS SHALL BE FLORIDA GRADE NO. 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. ALL PLANTS SHALL BE HEALTHY, VIGOROUS, SOUND, WELL-BRANCHED, AND FREE OF DISEASE AND INSECTS, INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER. WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY WITH APPROVAL FROM OWNER OR OWNER'S REPRESENTATIVE. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN PERMISSION FROM THE OWNER'S REPRESENTATIVE

B. MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE GROUND OR ACROSS THE NORMAL SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.

C. INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY; SUCH APPROVAL SHALL NOT IMPAIR THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF ROOT BALLS OR ROOTS, LATENT DEFECTS OR INJURIES. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

E. SOIL MIXTURE (PLANTING MEDIUM, PLANTING MIX, MIX)

1. SOIL MIXTURE SHALL CONSIST OF 70% COARSE SAND, 30% FLORIDA PEAT AS DESCRIBED BELOW.
2. SOIL FOR USE IN PREPARING SOIL MIXTURE FOR BACKFILLING SHALL BE FERTILE, FRIABLE, AND REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH WEED AND OTHER LITTER, FREE OF ROOTS, STUMPS, STONE LARGER THAN 2" IN ANY DIRECTION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH. IT SHALL HAVE A PH BETWEEN 5.5 AND 7.0 - SUBMIT SAMPLE AND PH TESTING RESULTS FOR APPROVAL.
3. SAND SHALL BE COARSE, CLEAN, WELL-DRAINING, NATIVE ORTONA MINED SAND. CONTRACTOR SHALL SUBMIT RESULTS OF SOIL TEST FOR PEAT AND SAND PROPOSED FOR USE UNDER THIS CONTRACT FOR APPROVAL.
4. CONTRACTOR SHALL SUBMIT SAMPLES OF SOIL MIXTURE FOR LANDSCAPE ARCHITECT REVIEW UNDER FORMAL SUBMITTAL AND SUBSEQUENTLY TO OWNER'S REPRESENTATIVE THEREAFTER FOR APPROVAL PRIOR TO PLANT INSTALLATION OPERATIONS COMMENCE.
5. FLORIDA MUCK / FLORIDA MUCKY PEAT MAY BE PROVIDED AS A SUBSTITUTE FOR THE 30% FLORIDA PEAT, CONTINGENT UPON PRELIMINARY TEST RESULTS AND AS DETERMINED BY THE LANDSCAPE ARCHITECT DURING THE SUBMITTAL PROCESS. ANY CHANGES IN THE PERCENTAGES OR PARENT MATERIALS REQUIRED TO PROVIDE THE SPECIFIED MIXTURE AS DETERMINED BY THE LANDSCAPE ARCHITECT SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST TO OWNER.
6. CONTRACTOR SHALL PROVIDE PH TEST RESULTS FOR ALL MIX COMPONENTS AND FINAL MIX.
7. CONTRACTOR SHALL PROVIDE PENETROMETER ON-SITE AT ALL TIMES FOR COMPACTION INSPECTION AT THE DISCRETION OF THE LANDSCAPE ARCHITECT.
8. PENETROMETER CRITERIA / SPECIFICATIONS SHALL RANGE FROM APPROX. 75 PSI TO LESS THAN 300 PSI OR AS DETERMINED BY THE LANDSCAPE ARCHITECT.
9. FINAL MIX SHALL BE TESTED TO HAVE A SATURATED WEIGHT OF NO MORE THAN 85 POUNDS PER CUBIC FOOT WHEN COMPACTED TO 85% STANDARD PROCTOR. FERTILIZER PRODUCT DATA AND RATE SCHEDULE SHALL BE SUBMITTED CONCURRENTLY WITH THE SOIL SUBMITTAL FOR EVALUATION BY THE LANDSCAPE ARCHITECT.
10. SOIL SHALL BE SUPPLIED BY ATLAS PEAT & SOIL INC. 9621 STATE ROAD, BOYNTON BEACH, FLORIDA 33472 PHONE: 561-734-7300.

F. WATER

WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN AN ADEQUATE PLANT GROWTH AND SHALL NOT CONTAIN HARMFUL, NATURAL OR MAN-MADE ELEMENTS DETRIMENTAL TO PLANTS. WATER MEETING THE ABOVE STANDARD SHALL BE OBTAINED ON THE SITE FROM THE OWNER, IF AVAILABLE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETC., IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER.

*WATERING/IRRIGATION RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

G. FERTILIZER

CONTRACTOR SHALL PROVIDE FERTILIZER APPLICATION SCHEDULE TO OWNER, AS APPLICABLE TO SOIL TYPE, PLANT INSTALLATION TYPE, AND SITE'S PROPOSED USE. SUGGESTED FERTILIZER TYPES SHALL BE ORGANIC OR OTHERWISE NATURALLY-DERIVED.

*FERTILIZER RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

H. ROCK MULCH

ROCK MULCH MATERIAL SHALL BE TWO (2) TO THREE (3) INCHES DIAMETER CHATTAHOOCHEE ROCK (OR APPROVED EQUAL) AT A MINIMUM DEPTH OF THREE (3) INCHES IN ALL LANDSCAPE SHRUB AND GROUNDCOVER AREAS. THE ROCK MULCH SHALL CONFINE TO THE LANDSCAPE BED LINES ESTABLISHED BY ADJACENT SOD AREAS, HARDSCAPE AREAS, AND CURBS. CLEAR MULCH FROM EACH PLANT'S CROWN (BASE).

I. DIGGING AND HANDLING

1. PROTECT ROOTS OR ROOT BALLS OF PLANTS AT ALL TIMES FROM SUN, DRYING WINDS, WATER AND FREEZING, AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT DAMAGE DURING TRANSIT. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO SITE SHALL BE SPRAYED WITH AN ANTITRANSPIRANT PRODUCT ("WILTPRUF" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.
2. BALLED AND BURLAPPED PLANTS (B&B) SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL OF SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS. NO PLANTS MOVED WITH A ROOT BALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS BALLED AND BURLAPPED OR CONTAINER GROWN SHALL NOT BE HANDLED BY STEMS.
3. PLANTS MARKED "BR" IN THE PLANT LIST SHALL BE DUG WITH BARE ROOTS, COMPLYING WITH FLORIDA GRADES AND STANDARDS FOR NURSERY PLANTS, CURRENT EDITION. CARE SHALL BE EXERCISED THAT THE ROOTS DO NOT DRY OUT DURING TRANSPORTATION AND PRIOR TO PLANTING.
4. PROTECTION OF PALMS (IF APPLICABLE): ONLY A MINIMUM OF FRONDS SHALL BE REMOVED FROM THE CROWN OF THE PALM TREES TO FACILITATE MOVING AND HANDLING. CLEAR TRUNK (CT) SHALL BE AS SPECIFIED AFTER THE MINIMUM OF FRONDS HAVE BEEN REMOVED. ALL PALMS SHALL BE BRACED PER PALM PLANTING DETAIL.
5. EXCAVATION OF TREE PITS SHALL BE PERFORMED USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES OR HARDSCAPE ELEMENTS, FOOTERS AND PREPARED SUB- BASES.

J. CONTAINER GROWN STOCK

1. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION, FLORIDA #1 OR BETTER.
2. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER. CONTAINER GROWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.
3. PLANT ROOTS BOUND IN CONTAINERS ARE NOT ACCEPTABLE.
4. SUBSTITUTION OF NON-CONTAINER GROWN MATERIAL FOR MATERIAL EXPLICITLY SPECIFIED TO BE CONTAINER GROWN WILL NOT BE PERMITTED WITHOUT WRITTEN APPROVAL IS OBTAINED FROM THE OWNER OR OWNER'S REPRESENTATIVE.

K. COLLECTED STOCK

WHEN THE USE OF COLLECTED STOCK IS PERMITTED AS INDICATED BY THE OWNER OR OWNER'S REPRESENTATIVE, THE MINIMUM SIZES OF ROOTBALLS SHALL BE EQUAL TO THAT SPECIFIED FOR THE NEXT LARGER SIZE OF NURSERY GROWN STOCK OF THE SAME VARIETY.

L. NATIVE STOCK

PLANTS COLLECTED FROM WILD OR NATIVE STANDS SHALL BE CONSIDERED NURSERY GROWN WHEN THEY HAVE BEEN SUCCESSFULLY RE-ESTABLISHED IN A NURSERY ROW AND GROWN UNDER REGULAR NURSERY CULTURAL PRACTICES FOR A MINIMUM OF TWO (2) GROWING SEASONS AND HAVE ATTAINED ADEQUATE ROOT AND TOP GROWTH TO INDICATE FULL RECOVERY FROM TRANSPLANTING INTO THE NURSERY ROW.

M. MATERIALS LIST

QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED BY THE CONTRACTOR. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT OR OWNER ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. SHOULD A DISCREPANCY OCCUR BETWEEN THE PLANS AND THE PLANT LIST QUANTITY, THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED FOR CLARIFICATION PRIOR TO BIDDING OR INSTALLATION. ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM ACCEPTABLE SIZE

N. FINE GRADING

1. FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS. BERMING AS SHOWN ON THE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, UNLESS OTHERWISE NOTED.
2. THE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH. THIS CONTRACTOR SHALL FINE GRADE BY HAND AND/OR WITH ALL EQUIPMENT NECESSARY INCLUDING A GRADING TRACTOR WITH FRONT-END LOADER FOR TRANSPORTING SOIL WITHIN THE SITE.
3. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED FOR POSITIVE DRAINAGE TO SURFACE/SUBSURFACE STORM DRAIN SYSTEMS. AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS. REFER TO CIVIL ENGINEER'S PLANS FOR FINAL GRADES.

O. PLANTING PROCEDURES

1. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE REMOVED FROM THE SURFACE OF ALL PLANT BEDS. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY ADVERSELY AFFECT THE PLANT GROWTH, HE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. FAILURE TO DO SO BEFORE PLANTING SHALL MAKE THE CORRECTIVE MEASURES THE RESPONSIBILITY OF THE CONTRACTOR.
2. VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES, INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORMWATER SYSTEMS, CABLE, AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES. CALL NATIONAL ONE CALL - 811 - TO LOCATE UTILITIES.
3. SUBGRADE EXCAVATION: CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO A MINIMUM DEPTH OF 36". CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ON-SITE SOURCE OR AN IMPORTED SOURCE. IF LIMEROCK OR OTHER ADVERSE CONDITIONS OCCUR IN PLANTED AREAS AFTER 36" DEEP EXCAVATION BY THE CONTRACTOR, AND ADEQUATE PERCOLATION CAN NOT BE ACHIEVED, CONTRACTOR SHALL UTILIZE PLANTING DETAIL THAT ADDRESSES POOR DRAINAGE.
4. FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS HEREIN SPECIFIED AND REQUIRED. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE.
5. GENERAL: COMPLY WITH APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. UPON ARRIVAL AT THE SITE , PLANTS SHALL BE THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS STORED ON-SITE SHALL NOT REMAIN UNPLANTED FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES, METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.
6. THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE PLANTING WITH IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION APPURTENANCES AND PLANTS.
7. ALL PLANTING PITS SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD FOR NURSERY STOCK 260.1, UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACKFILLED WITH THE PREPARED PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER PERCOLATION. IF POOR PERCOLATION EXISTS, UTILIZE "POOR DRAINAGE CONDITION" PLANTING DETAIL. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURES AND UNDER THE SUPERVISION OF A QUALIFIED LANDSCAPE FOREMAN. PROPER "JETTING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "JET STICK" OR EQUAL IS RECOMMENDED.
8. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS AND BUILDING STRUCTURES WHILE INSTALLING TREES.
9. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION E OF THESE SPECIFICATIONS.
10. TREES AND SHRUBS SHALL BE SET STRAIGHT AT AN ELEVATION THAT, AFTER SETTLEMENT, THE PLANT CROWN WILL STAND ONE (1) TO TWO (2) INCHES ABOVE GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PIT. PLANTING SOIL MIXTURE SHALL BE BACKFILLED, THOROUGHLY TAMPED AROUND THE BALL, AND SETTLED BY WATER (AFTER TAMPING).
11. AMEND PINE AND OAK PLANT PITS WITH ECTOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. ALL OTHER PLANT PITS SHALL BE AMENDED WITH ENDOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. PROVIDE PRODUCT INFORMATION SUBMITTAL PRIOR TO INOCULATION.
12. FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES, STIRRING IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET, ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE, ONLY WITH MULCH. ALL BURLAP, ROPE, WIRES, BASKETS, ETC., SHALL BE REMOVED FROM THE SIDES AND TOPS OF BALLS, BUT NO BURLAP SHALL BE PULLED FROM UNDERNEATH.
13. PRUNING: TREES SHALL BE PRUNED, AT THE DIRECTION OF THE OWNER OR OWNER'S REPRESENTATIVE, TO PRESERVE THE NATURAL CHARACTER OF THE PLANT. ALL SOFT WOOD OR SUCKER GROWTH AND ALL BROKEN OR BADLY DAMAGED BRANCHES SHALL BE REMOVED WITH A CLEAN CUT. ALL PRUNING TO BE PERFORMED BY LICENSED ARBORIST, IN ACCORDANCE WITH ANSI A-300.
14. SHRUBS AND GROUND COVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED ON THE PLANT LIST. CULTIVATE ALL PLANTING AREAS TO A MINIMUM DEPTH OF 6", REMOVE AND DISPOSE ALL DEBRIS. MIX TOP 4" TO ACHIEVE SOIL MIXTURE AS SPECIFIED IN SECTION E. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.
15. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO INSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. IF THE CONTRACTOR AND OWNER DECIDE TO WAIVE THE TREE GUYING AND BRACING, THE OWNER SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE LANDSCAPE ARCHITECT IN THE EVENT UNSUPPORTED TREES PLANTED UNDER THIS CONTRACT FALL AND DAMAGE PERSON OR PROPERTY.
16. MULCHING: PROVIDE A THREE INCH (MINIMUM) LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUND COVER, VINE BED, AND TREE PIT PLANTED UNDER THIS CONTRACT.
17. HERBICIDE WEED CONTROL: ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER, "ROUND-UP" SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS. PRIOR TO FINAL INSPECTION, TREAT ALL PLANTING BEDS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER. (AS ALLOWED BY JURISDICTIONAL AUTHORITY)

P. LAWN SODDING

1. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING COMPLETE. IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A TURF GRASS LAWN ACCEPTABLE TO THE OWNER.
2. LAWN BED PREPARATION: ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND DEBRIS, AND THE GROUND BROUGHT TO AN EVEN GRADE. THE ENTIRE SURFACE SHALL BE ROLLED WITH A ROLLER WEIGHING NOT MORE THAN ONE-HUNDRED (100) POUNDS PER FOOT OF WIDTH. DURING THE ROLLING, ALL DEPRESSIONS CAUSED BY SETTLEMENT SHALL BE FILLED WITH ADDITIONAL SOIL, AND THE SURFACE SHALL BE REGRADED AND ROLLED UNTIL PRESENTING A SMOOTH AND EVEN FINISH TO THE REQUIRED GRADE.
3. SOIL PREPARATION: PREPARE LOOSE BED FOUR (4) INCHES DEEP. HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY.
4. SODDING
   A. THE CONTRACTOR SHALL SOD ALL AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS, UNLESS SPECIFICALLY NOTED OTHERWISE.
   B. THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL TYPE, AND FREE FROM WEEDS, FUNGUS, INSECTS AND DISEASE OF ANY KIND.
   C. SOD PANELS SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLID SODDED LAWN AREA SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS. ADJACENT TO BUILDINGS, A 24 INCH STONE MULCH STRIP SHALL BE PROVIDED - REFER TO DETAILS. IMMEDIATELY FOLLOWING SOD LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND, AS APPROVED BY THE OWNER'S REPRESENTATIVE, SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN. FERTILIZE INSTALLED SOD AS ALLOWED BY PROPERTY'S JURISDICTIONAL AUTHORITY.
   5. DURING DELIVERY, PRIOR TO, AND DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE STACKED SO AS NOT TO BE DAMAGED BY SWEATING OR EXCESSIVE HEAT AND MOISTURE.
6. LAWN MAINTENANCE:
   A. WITHIN THE CONTRACT LIMITS, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS (LARGER THAN 12"X12") UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE. REPAIRED SODDING SHALL BE ACCOMPLISHED AS IN THE ORIGINAL WORK (INCLUDING REGRADING IF NECESSARY).
   B. CONTRACTOR RESPONSIBLE FOR ESTABLISHING AND MAINTAINING SOD/LAWN UNTIL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. PRIOR TO AND UPON ACCEPTANCE, CONTRACTOR TO PROVIDE WATERING/IRRIGATION SCHEDULE TO OWNER. OBSERVE ALL APPLICABLE WATERING RESTRICTIONS AS SET FORTH BY THE PROPERTY'S JURISDICTIONAL AUTHORITY.

Q. CLEANUP

UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM HIS WORK. ALL PAVED AREAS SHALL BE BROOM-CLEANED AND THE SITE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

R. PLANT MATERIAL MAINTENANCE

ALL PLANTS AND PLANTING INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR REPAIRING GUY SUPPORTS) NECESSARY TO INSURE A HEALTHY PLANT CONDITION BY THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE. MAINTENANCE AFTER THE CERTIFICATION OF ACCEPTABILITY SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS IN THIS SECTION. CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE TO COVER LANDSCAPE AND IRRIGATION MAINTENANCE FOR A PERIOD OF 90 CALENDAR DAYS COMMENCING AFTER ACCEPTANCE.

S. MAINTENANCE (ALTERNATE BID ITEM)

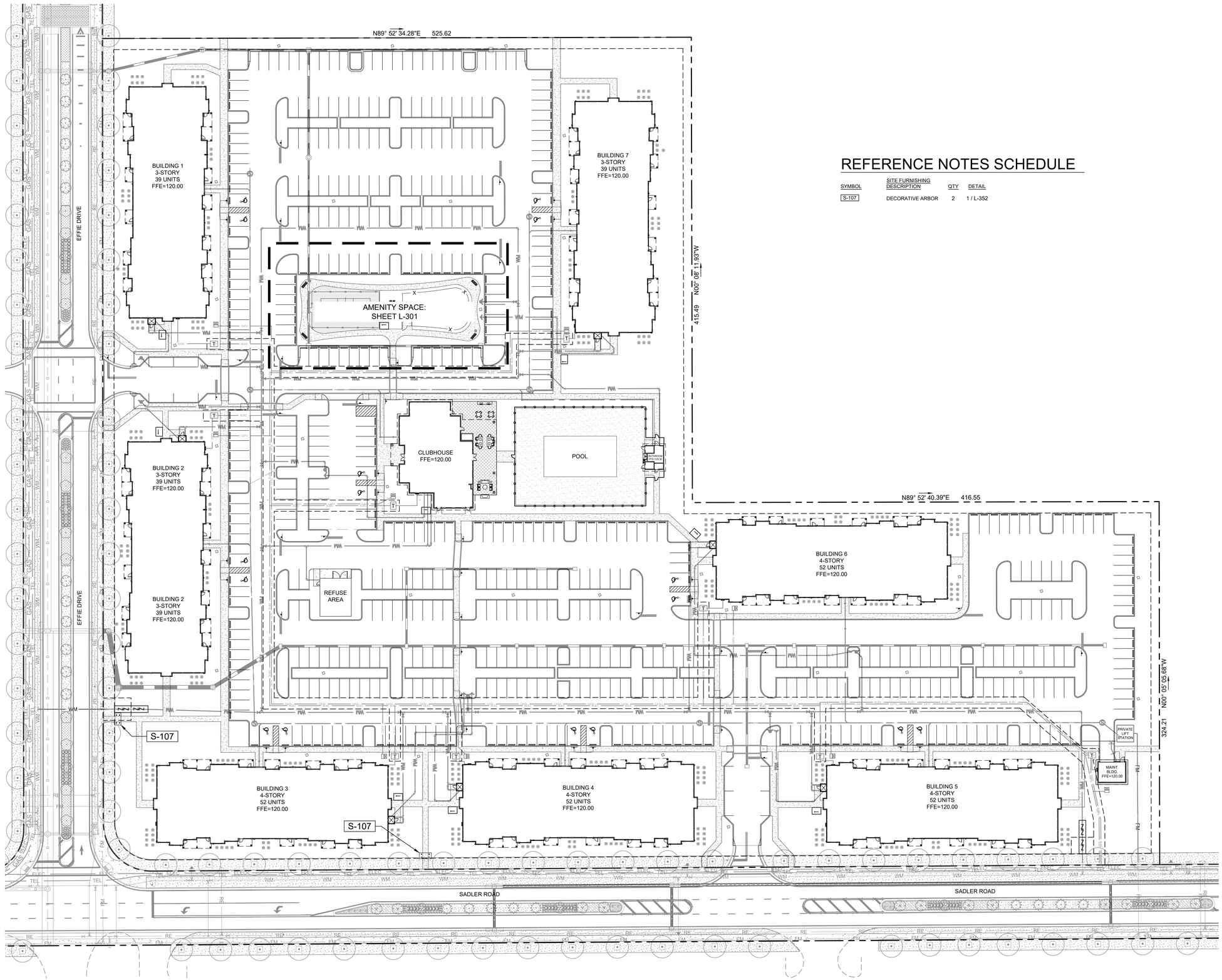
CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE FOR MAINTENANCE FOLLOWING THE INITIAL 90-DAY MAINTENANCE PERIOD ON A COST-PER-MONTH BASIS.

T. FINAL INSPECTION AND ACCEPTANCE OF WORK

FINAL INSPECTION AT THE END OF THE WARRANTY PERIOD SHALL BE ON PLANTING, CONSTRUCTION AND ALL OTHER INCIDENTAL WORK PERTAINING TO THIS CONTRACT. ANY REPLACEMENT AT THIS TIME SHALL BE SUBJECT TO THE SAME ONE (1) YEAR WARRANTY (OR AS SPECIFIED BY THE LANDSCAPE ARCHITECT OR OWNER IN WRITING) BEGINNING WITH THE TIME OF REPLACEMENT AND ENDING WITH THE SAME INSPECTION AND ACCEPTANCE HEREIN DESCRIBED.

U. WARRANTY

1. THE LIFE AND SATISFACTORY CONDITION OF ALL PLANT MATERIAL INSTALLED BY THE LANDSCAPE CONTRACTOR SHALL BE WARRANTED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE.
2. REPLACEMENT: ANY PLANT NOT FOUND IN A HEALTHY GROWING CONDITION AT THE END OF THE WARRANTY PERIOD SHALL BE REMOVED FROM THE SITE AND REPLACED AS SOON AS WEATHER CONDITIONS PERMIT. ALL REPLACEMENTS SHALL BE PLANTS OF THE SAME KIND AND SIZE AS SPECIFIED IN THE PLANT LIST. THEY SHALL BE FURNISHED PLANTED AND MULCHED AS SPECIFIED UNDER "PLANTING", AT NO ADDITIONAL COST TO THE OWNER.
3. IN THE EVENT THE OWNER DOES NOT CONTRACT WITH THE CONTRACTOR FOR LANDSCAPE (AND IRRIGATION) MAINTENANCE, THE CONTRACTOR IS ENCOURAGED TO VISIT THE PROJECT SITE PERIODICALLY DURING THE ONE YEAR WARRANTY PERIOD TO EVALUATE MAINTENANCE PROCEDURES BEING PERFORMED BY THE OWNER, AND SHALL NOTIFY THE OWNER IN WRITING OF MAINTENANCE PROCEDURES OR CONDITIONS WHIC



REFERENCE NOTES SCHEDULE

SYMBOL	SITE FURNISHING DESCRIPTION	QTY	DETAIL
S-107	DECORATIVE ARBOR	2	1 / L-352

NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

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No.	REVISIONS	DATE	BY

Kimley»Horn

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LICENSED PROFESSIONAL
BENJAMIN V. JOHNSON, PLA
FL LICENSE NUMBER
LA66675524
(OR SELECT ENGINEER OF RECORD FOR SEAL)
DATE: 12/19/2023

KHA PROJECT 147922000
DATE 08/31/2023
SCALE AS SHOWN
DESIGNED BY ESM
DRAWN BY ESM
CHECKED BY KMR

OVERALL HARDSCAPE PLAN

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP, LLC

CITY OF APOPKA FLORIDA

SHEET NUMBER
L-300

12/19/2023

Plotted By:Santiago Nomi Sheet Set:MADISON OAKS Layout:OVERALL HARDSCAPE PLAN December 19, 2023 02:40:53pm K:\VRB_LDEV\147922000 wyld oaks mf-3\CAD\plansheets\L-300 OVERALL HARDCAPE PLAN.dwg
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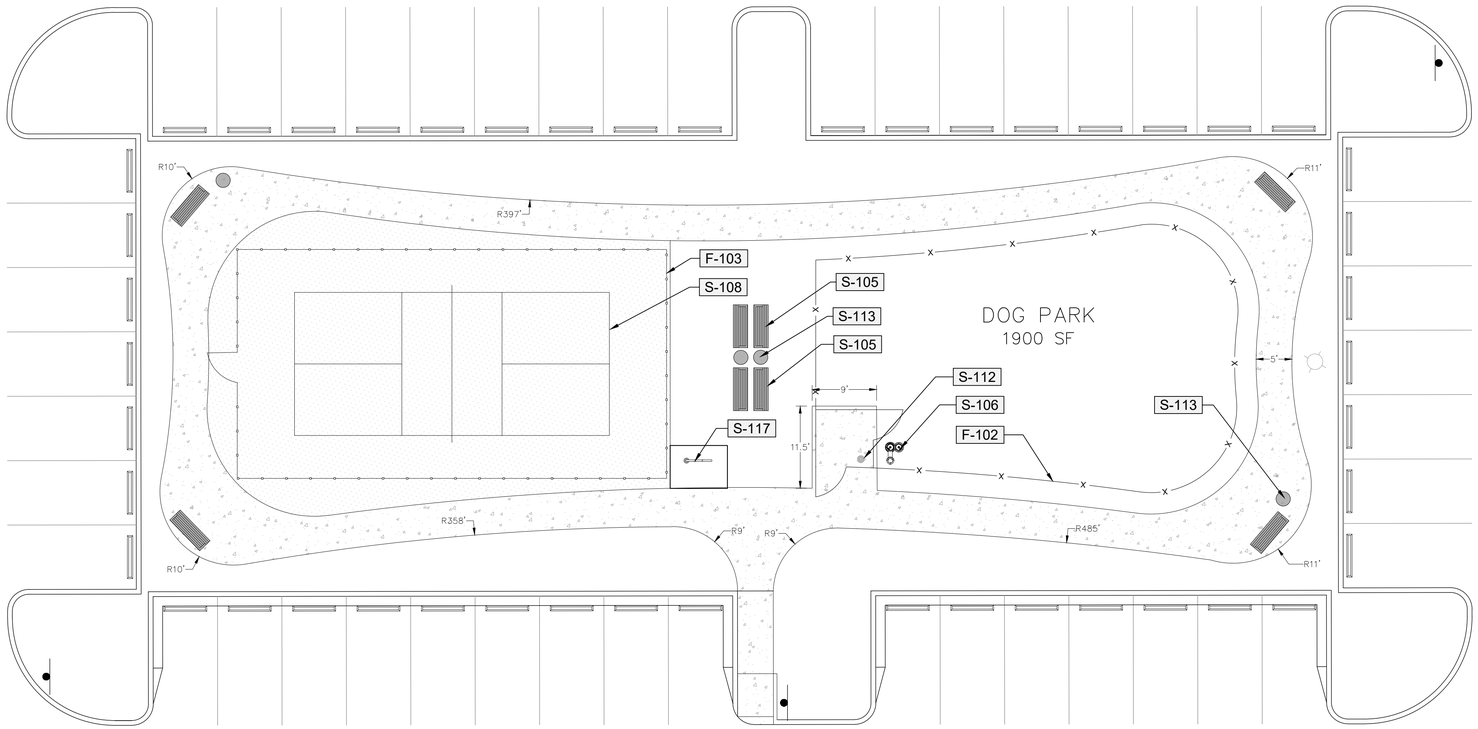
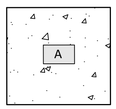
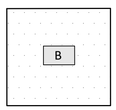


PAVING SCHEDULE



INTEGRAL-COLOR BROOM FINISH CONCRETE
COLOR: SALT MARSH GRAY, OWNER TO APPROVE
PATTERN: BROOM FINISH

DETAIL 1 & 2/L-350



COURT SURFACE

DETAIL 1/L-353

P.A.

PLANTING AREA

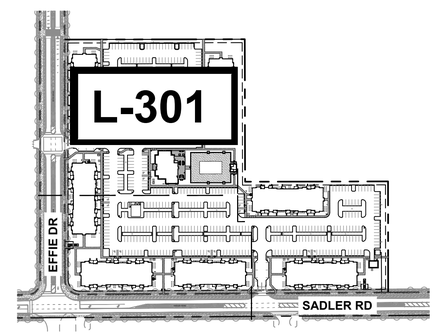
SEE LANDSCAPE PLAN ON SHEET L-200 - L-203

REFERENCE NOTES SCHEDULE

SYMBOL	FENCE DESCRIPTION	QTY	DETAIL
F-102	72" HEIGHT BLACK STEEL FENCE W/ PUPPY GUARD PANEL	180 LF	1 / L-354
F-103	8' PICKLE BALL FENCE	184 LF	4 / L-353

SYMBOL	SITE FURNISHING DESCRIPTION	QTY	DETAIL
S-105	BENCH SEATING	8	4 / L-352
S-106	OUTDOOR PET & WATER BOTTLE FOUNTAIN	1	2 / L-352
S-108	PICKLE BALL COURT	1	1 / L-353
S-112	PET WASTE STATION	1	3 / L-352
S-113	TRASH RECEPTACLE	4	2 / L-353
S-117	BIKE RACK	1	3 / L-353

KEY MAP



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AMENITY HARDSCAPE PLAN

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP, LLC

CITY OF APOPKA FLORIDA

SHEET NUMBER
L-301

Plotted By:Santiago Nomi Sheet Set:MADISON OAKS Layout:AMENITY HARDSCAPE PLAN December 19, 2023 02:41:17pm K:\ORL_LDEV\147922000 wyld oaks mf-3\CAD\plansheets\L-301 AMENITY HARDSCAPE PLAN.dwg
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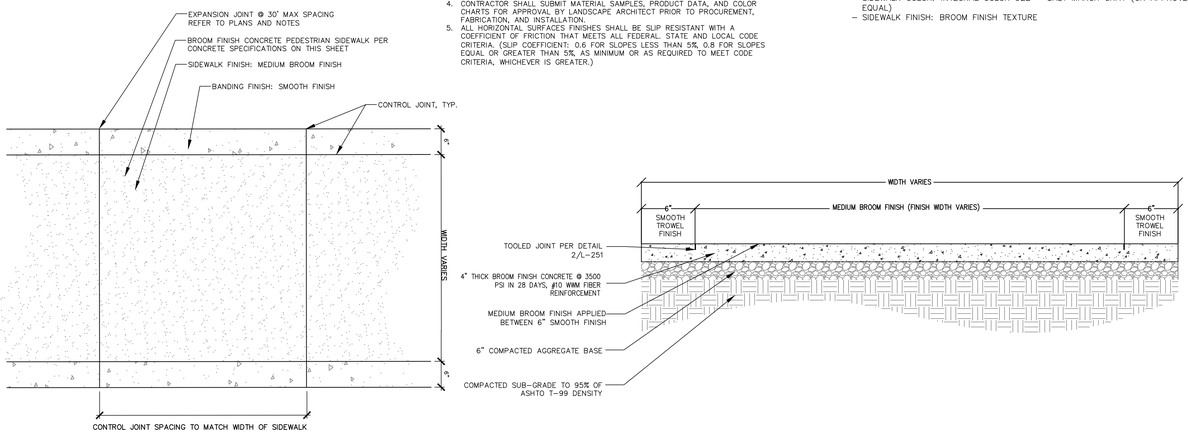
GENERAL NOTES:

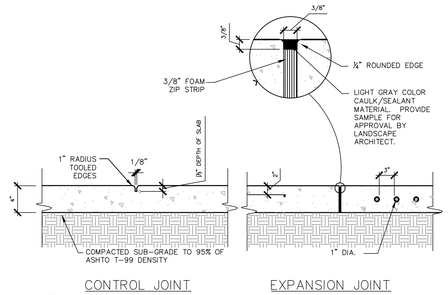
1. CONTRACTOR SHALL SUBMIT DETAILED ENGINEERED SHOP DRAWINGS FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO PROCUREMENT, FABRICATION, AND INSTALLATION.
2. A 10' X10'MOCKUP SHALL BE PROVIDED BY THE CONTRACTOR. TO BE APPROVED BY LANDSCAPE ARCHITECT, SHOWING SMOOTH SPONGE, SANDBLAST/TOP CAST FINISHES. PRECAUTIONS SHALL BE TAKEN IN HOT WEATHER TO PREVENT PLASTIC CRACKING RESULTING FROM EXCESSIVELY RAPID DRYING AT SURFACES DESCRIBED IN CIP 5 "PLASTIC SHRINKAGE CRACKING" PUBLISHED BY THE NATIONAL READY MIXED CONCRETE ASSOCIATION.
3. CONTRACTOR SHALL PROVIDE MOCK-UP FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO PROCUREMENT, FABRICATION, AND INSTALLATION. MOCK-UP SHALL BE ITERATIVE AND RE-WORKED UP TO (2) TWO TIMES BY CONTRACTOR AT NO ADDITIONAL COST TO OWNER UNTIL APPROVED BY LANDSCAPE ARCHITECT.
4. CONTRACTOR SHALL SUBMIT MATERIAL SAMPLES, PRODUCT DATA, AND COLOR CHARTS FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO PROCUREMENT, FABRICATION, AND INSTALLATION.
5. ALL HORIZONTAL SURFACES FINISHES SHALL BE SLIP RESISTANT WITH A COEFFICIENT OF FRICTION THAT MEETS ALL FEDERAL, STATE AND LOCAL CODE CRITERIA. (SLIP COEFFICIENT: 0.6 FOR SLOPES LESS THAN 5%, 0.8 FOR SLOPES EQUAL OR GREATER THAN 5%, AS MINIMUM OR AS REQUIRED TO MEET CODE CRITERIA, WHICHEVER IS GREATER.)

CONCRETE NOTES:

1. CONTRACTOR TO LAYOUT PATTERN FOR LANDSCAPE ARCHITECT APPROVAL PRIOR TO TEXTURING CONCRETE.
2. CONTRACTOR SHALL REFER AND ADHERE TO CITY OF WEST MELBOURNE STANDARD SIDEWALK AND CONCRETE DETAILS.
3. ALL CONCRETE MUST BE BATCHED FROM SAME LOCATION
4. MIXTURE:
   - FLY ASH: ASTM C 618, CLASS F
   - WATER: ASTM C 94
   - SIDEWALK COLOR: INTEGRAL COLOR U22 – SALT MARCH GRAY (OR APPROVED EQUAL)
   - SIDEWALK FINISH: BROOM FINISH TEXTURE



1 BROOM FINISH CONCRETE SIDEWALK – PEDESTRIAN
NTS



NOTES:

1. JOINTS LOCATION SHALL BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION. CONSTRUCTION JOINTS SHALL BE KEY JOINTED WITH REINFORCING ACROSS JOINT.
2. STRUCTURAL ENGINEER TO PROVIDE LOCATION OF SAW CUTS, AND SPACING AND SIZE OF REBAR. SAW CUTS DEPTH NO MORE THAN ¼ THICKNESS OF SLAB.
3. CONTROL JOINTS/CONSTUCTION JOINTS SHALL CREATE PANELS OF 400 SQ. FEET (MAXIMUM)

2 EXPANSION/CONTROL JOINTS ON GRADE
NTS

Plotted By:Santiago Nomi Sheet Set:MADISON OAKS Layout:HARDSCAPE DETAILS December 19, 2023 02:41:32pm K:\VRB_LDEV\147922000 wyld oaks mf-3\CADD\plansheets\L-350 HARDSCAPE DETAILS.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

LICENSED PROFESSIONAL
BENJAMIN V. JOHNSON, PLA
FL LICENSE NUMBER
LA6667524
(OR SELECT ENGINEER OF RECORD FOR SEAL)
DATE: 12/19/2023

KHA PROJECT	147922000
DATE	08/31/2023
SCALE	AS SHOWN
DESIGNED BY	ESM
DRAWN BY	ESM
CHECKED BY	KMR

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP. LLC
CITY OF APOPKA FLORIDA

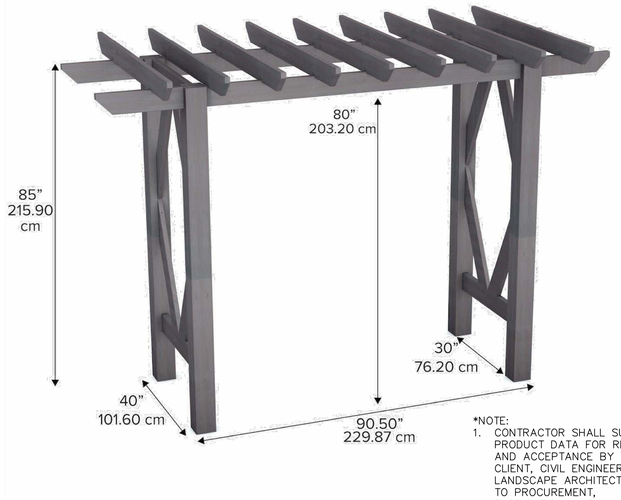
HARDSCAPE DETAILS

SHEET NUMBER
L-351

PRODUCT INFORMATION

MANUFACTURER: VITA
MODEL: SUMMERWOOD CRAFTSMAN
FINISH: CHARCOAL

MANUFACTURER: VITA
https://www.WEAREVITA.com/
(800) 282-9346



*NOTE:
1. CONTRACTOR SHALL SUBMIT PRODUCT DATA FOR REVIEW AND ACCEPTANCE BY THE CLIENT, CIVIL ENGINEER, AND LANDSCAPE ARCHITECT PRIOR TO PROCUREMENT, FABRICATION, AND INSTALLATION.

1 DECORATIVE ARBOR (OR APPROVED EQUAL)
NTS

ELKAY SPECIFICATIONS

Elkay Outdoor ezH2O Lower Bottle Filling Station Bi-Level Pedestal with Pet Station Non-Filtered Non-Refrigerated
Model LK4420BF1LDB

PRODUCT SPECIFICATIONS

Elkay Outdoor ezH2O® Lower Bottle Filling Station Bi-Level Pedestal with Pet Station Non-Filtered Non-Refrigerated. Features shall include 316 Stainless, Heavy Duty Vandal Resistant, Laminar Flow, Pet Fountain. Furnished with Vandal Resistant bubbler. Mechanical Front Bubbler Button activation. Product shall be Floor Mount/Freestanding, for Outdoor applications, serving 2 station(s).

Special Features:	316 Stainless, Heavy Duty Vandal Resistant, Laminar Flow, Pet Fountain
Finish:	Black (BK), Blue (BLU), Evergreen (EVG), Gray (GRY), Powder Coat (Y2 Color Options)
Power:	No Electrical Required
Bubbler Style:	Vandal Resistant
Activation by:	Mechanical Front Bubbler Button
Mounting Type:	Floor Mount/Freestanding
Chilling Capacity:	Non-refrigerated
Dimensions (L x W x H):	26" x 31" x 64"
Approx. Shipping Weight:	205 lbs.
Installation Location:	Outdoor
No. of Stations Served:	2

**When used in non-temperature controlled environments, unit(s) must be adequately winterized and/or protected from extreme heat to prevent damage where climates dictate.

Special Note: Bottle Filler Stations 1 (Low), Bubbler Stations 1 (Upper), Choose from 12 color options

- Mechanically-Activated bubbler continues to supply water in event of service disruptions.
- Laminar flow provides clean fill with minimal splash.
- Base material constructed from marine-grade 316 stainless steel provides the ultimate corrosion protection from even the most corrosive elements.
- Pet Fountain: Features slow drainage for easy drinking.

Included with Product: Outdoor Bottle Filler
Ships in one box.
A Century of Tradition and Quality.
For more than 100 years, Elkay has been making innovative products and providing exceptional customer care. We take pride in offering plumbing products that make life easier, inspire change and leave the world a better place.

PRODUCT COMPLIANCE

ADA & ICC A117.1
ASME A112.19.3/CSA B45.4
Buy American Act
GreenSpec®
NSF/ANSI 61 & 372 (lead free)

Installation Instructions (PDF) - 1000003948

Warranty pertains to drinking water applications only. Non-drinking water applications are not covered under warranty.
Warranty (PDF)

*NOTE:
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ELKAY SPECIFICATIONS

Elkay Outdoor ezH2O Lower Bottle Filling Station Bi-Level Pedestal with Pet Station Non-Filtered Non-Refrigerated
Model LK4420BF1LDB

MOUNTING INSTRUCTIONS and PLUMBING CONNECTIONS

Provide solid, well-drained surface to mount pedestal fountain (concrete pad recommended). Mount on a smooth, flat, finished surface with adequate support: (300 lb. load minimum). Secure unit with (8) 3/8" minimum fasteners (not included). Refer to rough-in. Should be attached firmly to mounting surface in order to secure unit.

Modified low stream height bubbler for pet fountain.

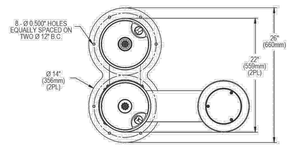
Locate and install plumbing through ground as required.

NOTE: Unit is not furnished with service valve.

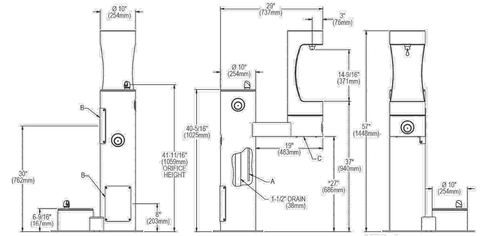
Position pedestal over plumbing and secure base to fasteners. Remove access panels and connect supply and water lines. Turn on water supply and check for leaks. Reassemble access panels to pedestal.
Trap and service stop not included.

OPERATING PRESSURES:
Supply water 20 – 105 psi maximum

TOP VIEW



FRONT & SIDE VIEWS



A = 3/8" O.D. Unplated copper tube connect. Shut off valve by others.
B = Access panel(8" x 10").
C = Removable bottom cover.

2 OUTDOOR PET AND WATER BOTTLE FOUNTAIN (OR APPROVED EQUAL)
NTS

800.364.7681 DOGIPOT® www.DOGIPOT.com
The Smart Solution to Dog Pollution.

ALL ALUMINUM DOGIPOT® PET STATION (ITEM #1003A-L)
SPECIFICATION, INSTALLATION AND OPERATION SHEET

(A) DOGIPOT® PET SIGN (ITEM #1203 / 1204)
- H: 18" x W: 11.5"
- 14 gauge reflective aluminum
- Weight: 1.35 lbs.
- Forest green on white

(B ALUMINUM DOGIPOT® JUNIOR BAG DISPENSER (ITEM #1002-2)
- H: 15'5" x W: 9.4" x D: 3.25"
- 12 gauge powder coated forest green aluminum
- Weight: 7 lbs.
- 400 bag capacity
- Two diamond shaped bag dispenser slots
- Front locking access panel
- Clearly posted instructions

(C) ALUMINUM TRASH RECEPTACLE WITH LID (ITEM #1206A-L)
- H: 23" x 11.5" diameter
- 11 gauge powder coated forest green aluminum
- Weight: 9 lbs.
- 10 gallon capacity with interior trash liner bag retainer bands
- Attached aluminum hinged lid
- One (1) box 50 count **DOGIPOT®** Smart Liner Trash Bags™ (ITEM #1404) included (5 lbs.)

(D) TELESCOPIC GALVANIZED STEEL MOUNTING POST (ITEM #1301-P)
- 2" x 2" x 8'
- 11 gauge galvanized steel
- Weight: 15 lbs.

TOTAL HEIGHT FROM ABOVE GROUND:
- 6'.6"

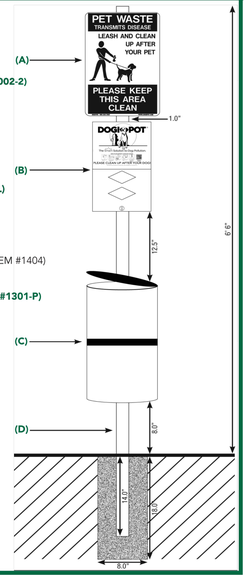
SPACE BETWEEN DISPENSER AND SIGN:
- 1.0"

SPACE BETWEEN RECEPTACLE AND DISPENSER:
- 12.5"

SPACE BETWEEN GROUND AND RECEPTACLE:
- 8.0"

HOLE:
- D: 18.0" x W: 8.0"
- Fill with 40 lbs. "ready to use" cement

TOTAL SHIP WEIGHT: 45 LBS.
(MOUNTING HARDWARE INCLUDED)



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MANUFACTURER: DOGIPOT
https://www.dogipot.com/
(800) 364-7681
DOGIPOT PET STATION

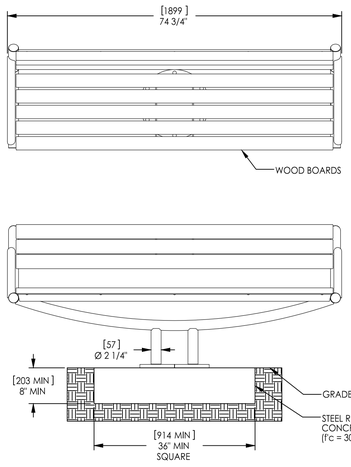
3 PET WASTE STATION – DOGIPOT (OR APPROVED EQUAL)
NTS

MANUFACTURER: LANDSCAPE FORMS
MICHELLEM@LANDSCAPEFORMS.COM
305-975-4302
SIGNATURE CHAISE DEEP

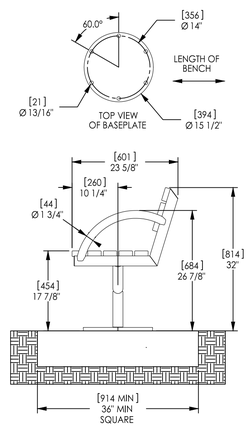
SIZE: 23" WIDTH x 48" LENGTH x 31.5"
HEIGHT
DESIGNED FOR USE IN UP TO 15"
OF WATER
WEIGHT EMPTY: 60 LBS
WEIGHT FULL: 270 LBS

COLOR: RESIN WHITE

Arcata® Backed Bench, Surface Mount, Wood, with Arms
Product Drawing
www.landscapeforms.com
Date: 5/17/2010
Ph: 800.521.2546



NOTE:
SEE INSTALLATION GUIDE FOR ADDITIONAL FOOTING AND ANCHOR OPTIONS



*NOTE:
1. SURFACE MOUNTED, LOCATIONS SHALL BE COORDINATED AND APPROVED BY CITY OF MIAMI BEACH PRIOR TO PROCUREMENT AND INSTALLATION. CONTRACTOR SHALL FURNISH ALL NECESSARY ANCHORING DEVICES FOR COMPLIANCE WITH MANUFACTURER'S SPECIFICATIONS FOR ANCHORING.
2. CONTRACTOR SHALL SUBMIT PRODUCT DATA FOR APPROVAL BY CITY OF MIAMI BEACH PRIOR TO PROCUREMENT, FABRICATION, AND INSTALLATION.

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landscapeforms Drawing: AR422-06
Dimensions are in inches [mm]
U.S. Patent Nos.: D453,424; D455,919; D451,296; D450,952

4 BENCH SEATING (OR APPROVED EQUAL)
NTS

NO.	REVISIONS	DATE	BY

KHA PROJECT 147922000
DATE 08/31/2023
SCALE AS SHOWN
DESIGNED BY ESM
DRAWN BY ESM
CHECKED BY KMR

MANUFACTURER DETAILS

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP, LLC
CITY OF APOPKA FLORIDA

SHEET NUMBER
L-352

Plotted By: Santiago, Noni Street Set: MADISON OAKS Layout: MANUFACTURER DETAILS (3) December 19, 2023 02:41:32pm K:\ORL_LDE\147922000 wyld oaks mf-3\CADD\plansheets\L-350 HARDSCAPE DETAILS.dwg
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Plotted By:Santiago Noni Sheet Set:MADISON OAKS Layout:MANUFACTURER DETAILS (4) December 19, 2023 02:41:37pm K:\VRB_LDEV\14792000 wyld oaks mf-3\CADD\plansheets\L-353 HARDSCAPE DETAILS.dwg
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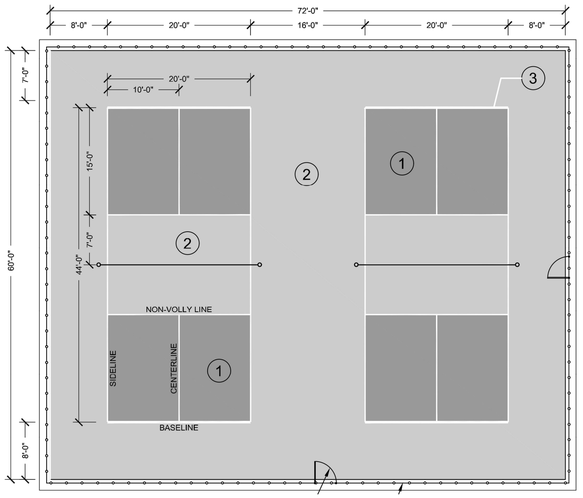


TENNIS/PICKLEBALL COURT COLOR CHART

1. COLOR: STADIUM BLUE
2. COLOR: GRASS GREEN
3. COLOR: WHITE

NOTE:

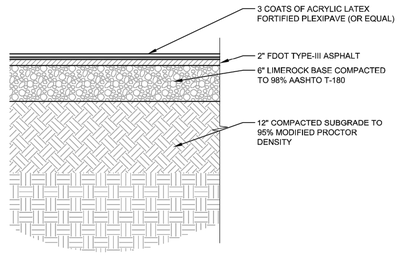
1. DETAILS ARE DESIGN INTENT ONLy. CONTRACTOR TO SUBMIT SHOP DRAWINGS AND FINISH SAMPLES FOR APPROVAL BY LANDSCAPE ARCHITECT AND PROJECT TEAM AT TIME OF FINAL DESIGN AND ENGINEERING.
2. ALL DIMENSIONS ARE TO THE OUTSIDE EDGE OF THE PLAYING LINE, WITH THE EXCEPTION OF THE CENTER LINES, WHICH ARE MEASURED OUT TO CENTER.
3. THE CENTER SERVICE LINE AND CENTER MARKS SHALL BE 2 INCHES WIDE. OTHER LINES SHALL BE BETWEEN 1" AND 2" WIDE. THE BASE LINES MAY BE UP TO 4 INCHES WIDE.

PICKLEBALL NET

MANUFACTUER: DOUGLAS
DESCRIPTION: USAPA APPROVED PICKLEBALL NET

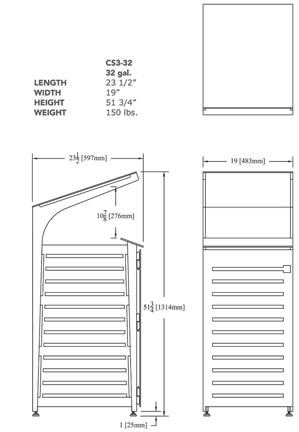
PICKLEBALL POSTS

MANUFACTUER: DOUGLAS
MODEL #: 63070 (BLACK) & (6S-24)(#63424)
DESCRIPTION: PREMIER RD PICKLEBALL POSTS W/ 3" GROUND SLEEVES



NOTES:
1. COURT SLOPE SHALL BE AS PER CIVIL GRADING PLANS.
2. SURFACE VARIATION SHALL NOT EXCEED 1/8" IN TEN FEET WHEN MEASURED IN ANY DIRECTION.
3. COURT TO BE FLOODED TO LOCATE DEPRESSIONS AND IRREGULARITY IN GRADING. ALL AREAS, WHICH FORM PUDDLES COVERING A DIME IN DEPTH WILL BE LOCATED AND REPAIRED USING COURT PATCH MATERIALS.
4. COURT SHALL RECEIVE AN APPLICATION OF ACRYLIC RESURFACER TO PROVIDE FILLER AND REDUCE ASPHALTIC VOIDS. THE RESURFACER SHALL BE MIXED AND SQUEEGEE APPLIED PER MANUFACTURER SPECIFICATIONS.
5. THREE COATS OF ACRYLIC LATEX FORTIFIED PLEXIPAVE SHALL BE SQUEEGEE APPLIED IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS. COLOR TO BE LIGHT GREEN OUTSIDE PLAYING AREA AND COLOR TO BE AUSTRALIAN OPEN TRUE BLUE INSIDE PLAYING AREA.
6. COURT LINES SHALL BE HAND TAPED AND STRIPED (2") USING ONE COAT OF WHITE PLEXICOLOR.

1 PICKLE BALL COURT LAYOUT
NTS



MANUFACTURER: KEYSTONE RIDGE
www.keystoneridgedesigns.com
(724) 284-1213

MODEL: CARSON CS3-32

SIZE: LENGTH: 23.5"
WIDTH: 19"
HEIGHT: 51.75"

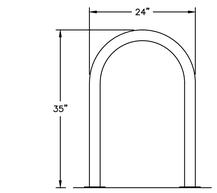
COLOR: TO BE SELECTED BY OWNER FROM MANUFACTURER'S FULL RANGE
LID SHALL BE (1) COLOR AND RECEPTACLE BODY SHALL BE (1) SEPARATE COLOR

NOTES: INSTALL PER MANUFACTURER'S SPECIFICATIONS

EMBEDDED MOUNT PER MANUFACTURER.

*NOTE:
1. CONTRACTOR SHALL SUBMIT PRODUCT DATA FOR REVIEW AND ACCEPTANCE BY THE CLIENT, CIVIL ENGINEER, AND LANDSCAPE ARCHITECT PRIOR TO PROCUREMENT, FABRICATION, AND INSTALLATION.

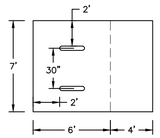
2 TRASH AND RECYCLE RECEPTACLE (OR APPROVED EQUAL)
NTS



RACK TO HAVE A GALVANIZED FINISH AND BE SURFACE MOUNTED UNLESS OTHERWISE NOTED

DERO BIKE RACK CO.
504 MALCOLM AVENUE SE
MINNEAPOLIS, MN 55414
PHONE: 800-891-9298

HOOP RACK
(OR APPROVED EQUAL)



SPACE REQUIREMENTS AND CLEARANCES

PLACEMENT CONSIDERATIONS
IF RACKS ARE TO BE PLACED IN 'PARALLEL,' PLEASE ALLOW A MINIMUM OF 30" (INCHES) ON CENTER TO ALLOW SPACING BETWEEN BICYCLES.

IF RACKS ARE TO BE PLACED IN 'SERIES,' PLEASE ALLOW 14' ON CENTER OF SPACING BETWEEN THE RACKS. THIS PERMITS 6' (FEET) CLEARANCE FOR BICYCLES ON EACH RACK WITH A 4' (FEET) COMMON AREA IN BETWEEN FOR INGRESS AND EGRESS.

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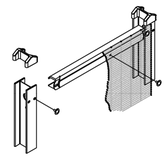
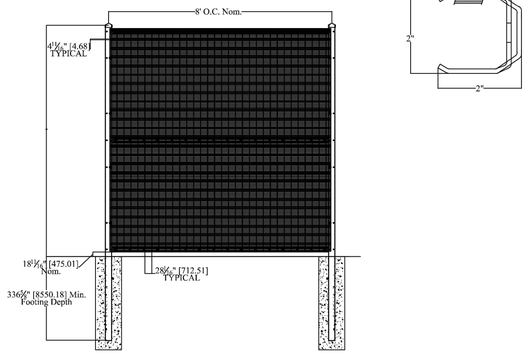
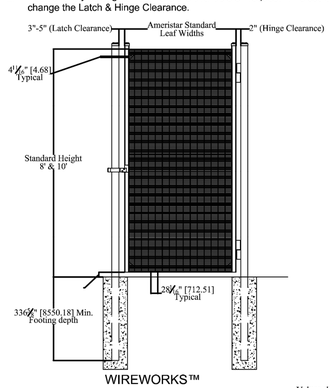
3 BICYCLE RACK (OR APPROVED EQUAL)
NTS



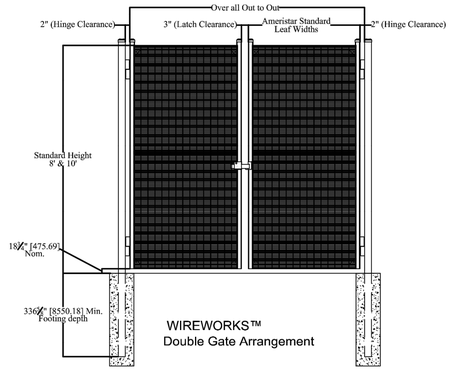


MINIMUM SIZES FOR WIREWORKS POSTS	
FENCE POSTS	PANEL HEIGHT
3" x 2.75" x 12ga I-Beam	up to and including 8' height
4" x 2.75" x 12ga I-Beam	over 8' height up to 10' height

NOTES:
1. See Ameristar Gate Table for standard out to outs. Custom gate openings available for special out to out/leaf widths.
2. Additional styles of gate hardware are available on request. This could change the Latch & Hinge Clearance.



WIREWORKS™
Single Gate Arrangement



WIREWORKS™
Double Gate Arrangement

MINIMUM SIZES FOR MONTAGE II POSTS				
GATE LEAF	GATE HEIGHT			
	up to & including 6'	over 6' to 8'	over 8' to 10'	over 12'
6'1" to 8'	4" x 11 gauge	6" x 3/16" wall	6" x 3/16" wall	6" x 3/16" wall
8'1" to 10'	4" x 11 gauge	6" x 3/16" wall	6" x 3/16" wall	6" x 3/16" wall
10'1" to 12'	6" x 3/16" wall	6" x 3/16" wall	6" x 3/16" wall	6" x ¼" wall
12'1" to 16'	6" x 3/16" wall	6" x 3/16" wall	6" x ¼" wall	6" x ¼" wall

Values shown are nominal and not to be used for installation purposes. See product specification for installation requirements.

PICKLE BALL GATE

4 8' PICKLE BALL FENCE (OR APPROVED EQUAL)
NTS

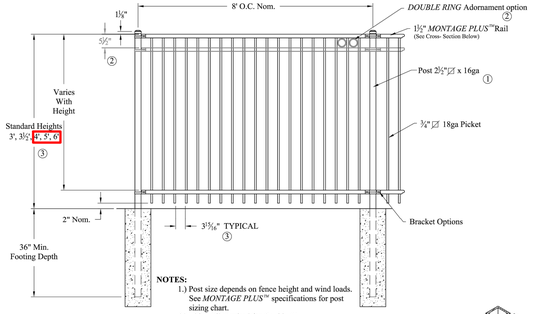
No.	REVISIONS	DATE	BY

KHA PROJECT 147922000
DATE 08/31/2023
SCALE AS SHOWN
DESIGNED BY ESM
DRAWN BY ESM
CHECKED BY KMR

MANUFACTURER DETAILS

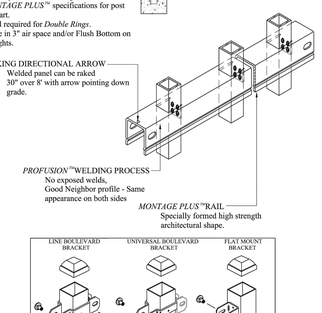
MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP. LLC
CITY OF APOPKA FLORIDA

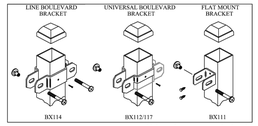
SHEET NUMBER
L-353



NOTES:

1.) Post size depends on fence height and wind loads. See *MONTAGE PLUS™* specifications for post sizing chart.
2.) Third rail required for *Double Rings*.
3.) Available in 3" air space and/or Flush Bottom on most heights.





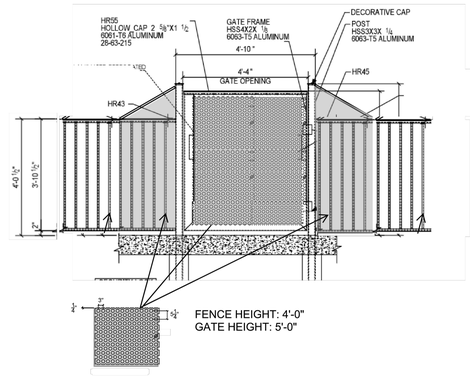
COMMERCIAL STRENGTH WELDED STEEL PANEL
PRE-ASSEMBLED

Values shown are nominal and not to be used for installation purposes. See product specification for installation requirements.

IRMISO

MONTAGE PLUS MAJESTIC 2/3-RAIL			
DR: CI	SH . 1of 1	SCALE:	DO NOT SCALE
CK: ME	Date 6/28/10	REV:	e

AMERISTAR®
1555 N. Mingo
Tulsa, OK 74116
1-888-333-3422
www.ameristarfence.com



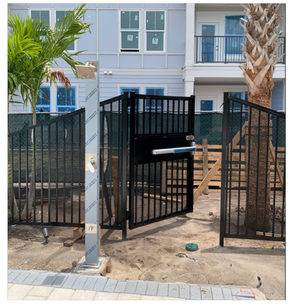
SHADED AREA PERFORATED CIRCULAR MESH

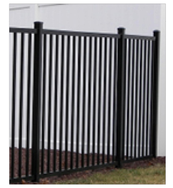
MANUFACTURER:	AMERISTAR https://ameristarfence.com (888) 333-3422 MONTAGE PLUS MAJESTIC
SIZE:	48" & 72" HEIGHT FENCES
COLOR:	BLACK STEEL

*NOTE:
1. CONTRACTOR SHALL SUBMIT PRODUCT DATA FOR REVIEW AND ACCEPTANCE BY THE CLIENT, CIVIL ENGINEER, AND LANDSCAPE ARCHITECT PRIOR TO PROCUREMENT, FABRICATION, AND INSTALLATION.

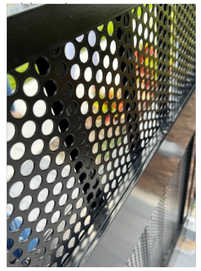
WAYPOINT POOL FENCE & POOL GATES DESIGN STANDARD

FENCE HEIGHT: 4'-0" (or as required by jurisdiction)
GATE HEIGHT: 5'-0":
GATE & FENCE PANEL SCREEN: PERFORATED CIRCULAR PATTERN
FLANKING FENCE PANELS: TAPERED FROM 5'-0" TO 4'-0"
FENCE MATERIAL/COLOR: ALUMINUM BLACK
ALL FENCE MATERIAL TO MEET LOCAL CODE REQUIREMENTS





5'-0" GATE / FLANKING FENCE PANELS TRANSITION FROM 5'-0" TO 4'-0"



GATE / FENCE PANEL MESH PATTERN: PERFORATED CIRCULAR MESH

1 72" HEIGHT BLACK STEEL PICKET FENCE (OR APPROVED EQUAL)
NTS

No.	REVISIONS	DATE	BY

KHA PROJECT 147922000
DATE 08/31/2023
SCALE AS SHOWN
DESIGNED BY ESM
DRAWN BY ESM
CHECKED BY KMR

MANUFACTURER DETAILS

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP. LLC
CITY OF APOPKA FLORIDA

SHEET NUMBER
L-352

Plotted By:Santiago Nomi Street Set:MADISON OAKS Layout:MANUFACTURER DETAILS December 19, 2023 02:41:47pm K:\ORB_LDEV\147922000 wyld oaks mf-3\CADD\plotsheets\L-350 HARDSCAPE DETAILS.dwg
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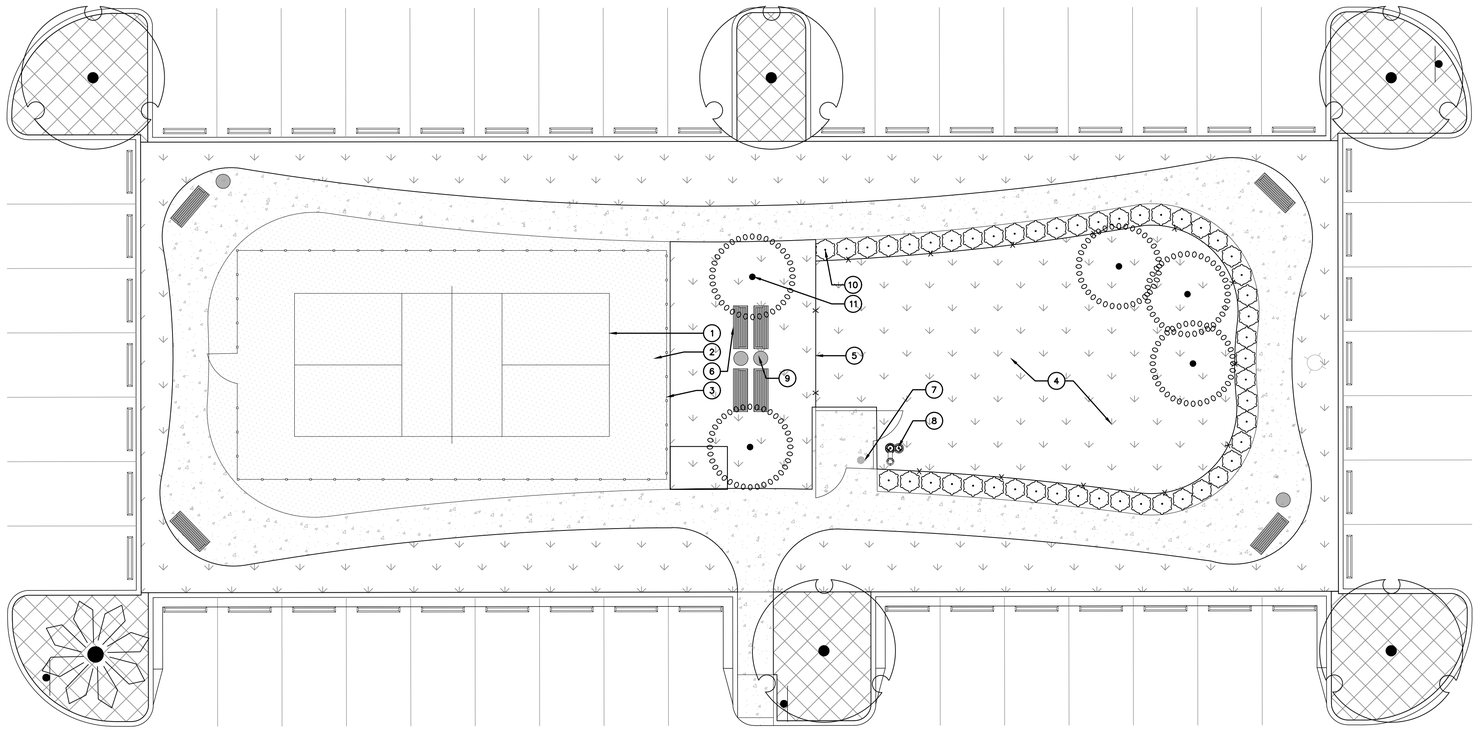
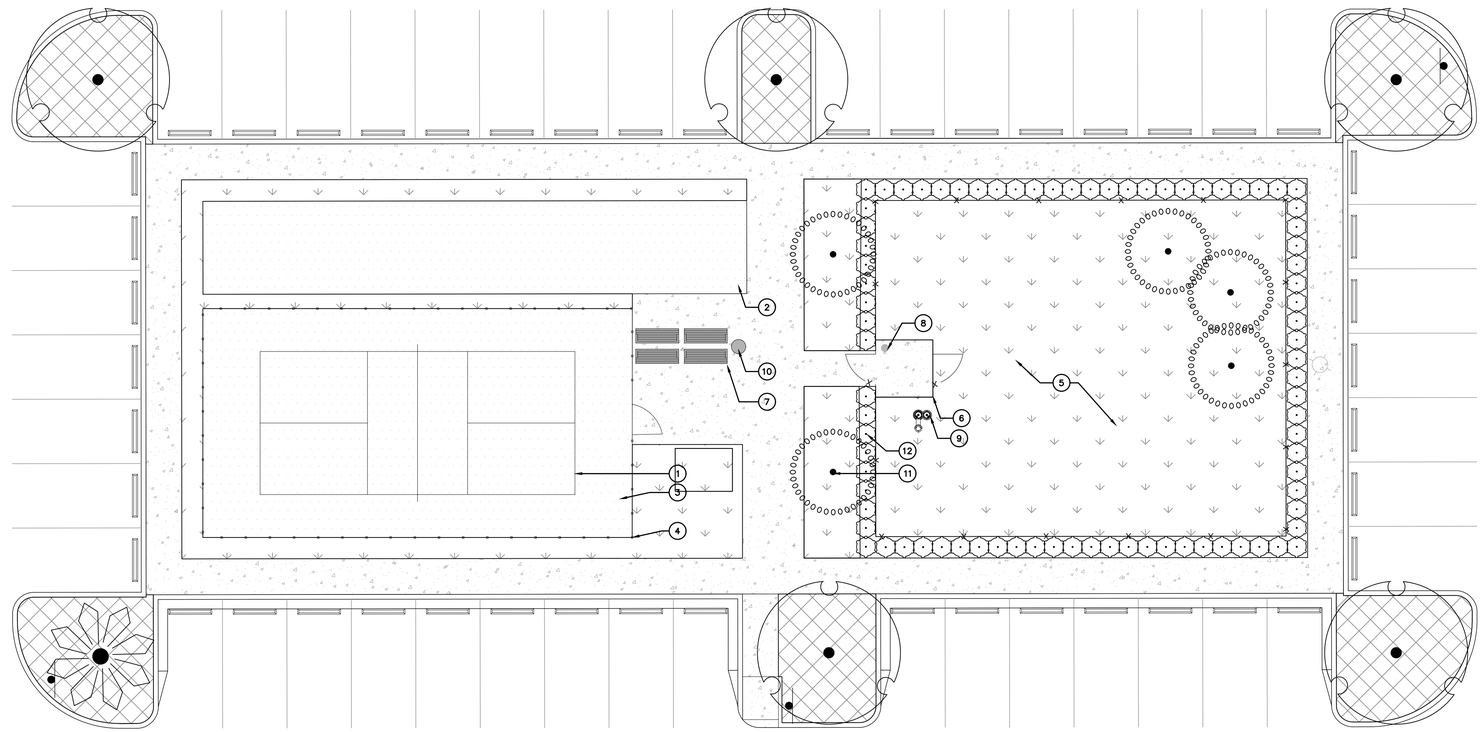


A AMENITY SPACE OPTION A

PLAN ENLARGEMENT — NTS

1. PICKLEBALL COURT
2. SPORTS PAVING
3. 8' FENCE
4. DOG PARK (+/- 1,830 SF)
5. 6' DECORATIVE FENCE
6. DECORATIVE BENCH SEATING
7. WASTE STATION
8. DOG & WATER BOTTLE FOUNTAIN
9. TRASH RECEPTACLE
10. ORNAMENTAL TREE
11. SHRUB HEDGE

NORTH



B AMENITY SPACE OPTION B

PLAN ENLARGEMENT — NTS

1. PICKLEBALL COURT
2. BOCCI BALL COURT
3. SPORTS PAVING
4. 8' FENCE
5. DOG PARK (+/- 2,695 SF)
6. 6' DECORATIVE FENCE
7. DECORATIVE BENCH SEATING
8. WASTE STATION
9. DOG & WATER BOTTLE FOUNTAIN
10. TRASH RECEPTACLE
11. ORNAMENTAL TREE
12. SHRUB HEDGE

NORTH

CALL 48 HOURS BEFORE YOU DIG

IT'S THE LAW! DIAL 811

811 Know what's **below.** **Call** before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY

Kimley»Horn

© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

LICENSED PROFESSIONAL
BENJAMIN V. JOHNSON, PLA
FL LICENSE NUMBER
LA6667524
(OR SELECT ENGINEER OF RECORD FOR SEAL)
DATE: 12/19/2023

KHA PROJECT	147922000
DATE	08/31/2023
SCALE	AS SHOWN
DESIGNED BY	ESM
DRAWN BY	ESM
CHECKED BY	KMR

AMENITY PLAN OPTIONS

MADISON OAKS
PREPARED FOR
MADISON CAPITAL GROUP, LLC

CITY OF APOPKA FLORIDA

SHEET NUMBER
AM-100

Plotted By:Santiago Nomi Sheet Set:MADISON OAKS Layout:AMENITY PLAN OPTIONS December 19, 2023 02:42:09pm K:\ORL_LDEV\147922000 wyld oaks mf-3\CADD\plansheets\AM-100 AMENITY PLAN.dwg
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City of Apopka
CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)
Item #: 5.
Meeting Date: March 6, 2024
Department: Community Development

SUBJECT:
1291 S. Orange Blossom Trail Office/Warehouse Major Development Plan.

REQUEST:
Approve the 1291 S. Orange Blossom Trail Office/Warehouse Major Development Plan.

SUMMARY:
Zoning Report
This chart includes the relationships to adjacent properties:

Direction	Future Land Use	Zoning	Present Use
North	Industrial	I-L (Light Industrial)	Florida Utility Trailers
East	Residential Medium	T (Transitional)	Vacant
South	Industrial	I-L (Light Industrial)	Vacant
West	Commercial	C-R (Regional Commercial)	Vacant

PROJECT SUMMARY: The applicant has submitted a Major Development Plan for consideration for a 103,449 square foot office/warehouse development located at 1291 S. Orange Blossom Trail. The subject property has an Industrial future land use designation and a zoning designation of I-L (Light Industrial). The subject property is 11.2 acres in size. Of the 11.2 acres, 3.5 acres are wetlands which will be preserved. 43% of the site is set aside as open space. There are a total of 7 buildings that are proposed for development on site.

The Development Review Committee finds that the applicant demonstrates there is competent substantial evidence in the record that all of the following standards are met:
a. The proposed development and use(s) in the development plan comply with Article 3: Zoning Districts, and Article 4: Use Regulations;
b. The development proposed in the development plan and its general layout and design comply with all the standards in Article 5: Development Standards, and Article 6: Environmental Standards;
c. The development proposed in the development plan complies with all conditions of approval in any development approval or permit to which the plan is subject;
d. The development proposed in the development plan complies with all other applicable standards in this LDC and all other City regulations.

ACCESS/PARKING: Access is proposed via a full access located on US 441. A left turn lane leading into the site from US 441 is proposed, and a right turn lane leading into the site from US 441 is proposed. A 5-foot wide sidewalk will be constructed along the portion of the site that is located along US 441. Additionally, a stabilized access point has been provided by the applicant to allow access for the property owner to the east to gain access to US 441.

A total of 184 parking spaces are provided on site. Of the 184, 7 are accessible spaces. LDC Table 5.1.5.J requires

6 accessible spaces.

STORMWATER: Stormwater retention is proposed on the southern portion of the site.

LANDSCAPING/OPEN SPACE: Landscape buffers are provided along US 441, and the northern and eastern property lines. Plant materials such as Red Maple, Magnolia, Red Oak, Live Oak and Viburnum are provided. A total of 4.77 acres, 43-percent of the site is reserved as open space. Per LDC Section 5.4.4, 5-percent open space is required. The open space set asides consist of the stormwater retention area, the preservation of the existing wetland area on the site, and site landscaping.

COMPREHENSIVE PLAN COMPLIANCE: The proposed use of the property as depicted on the Major Development Plan is consistent with the Industrial Future Land Use designation as detailed within the Future Land Use Element of the Comprehensive Plan.

ORANGE COUNTY NOTIFICATION: The County was notified through the DRC agenda distribution.

PUBLIC HEARING SCHEDULE:
February 13, 2024 – Planning Commission (5:30 pm)
March 6, 2024 – City Council (1:30 pm)

FUNDING SOURCE:
Not applicable

RECOMMENDED MOTION:
Development Review Committee: The Development Review Committee (DRC) recommends approval of the 1291 S. Orange Blossom Trail Office/Warehouse Major Development Plan.

Planning Commission: At the February 13, 2024 meeting, the Planning Commission unanimously recommended approval of the 1291 S. Orange Blossom Trail Office/Warehouse Major Development Plan.

City Council: Approve the 1291 S. Orange Blossom Trail Office/Warehouse Major Development Plan.

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

ATTACHMENTS:
1. 1291 SOBT Plan Set 1-2024 (1)
2. Map series

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1291 SOUTH ORANGE BLOSSOM TRAIL
OFFICE/WAREHOUSE
MAJOR DEVELOPMENT PLAN

APOPKA, FLORIDA 32703
PARCEL ID: 14-21-28-0000-00-092

JANUARY 2024

CALL BEFORE YOU DIG:

Sunshine State One Call
11 Plantation Road
DeBary, FL 32713
Admin: (800) 638-4097
Locates: 811 or (800) 432-4770

PROJECT TEAM:

LAND OWNER/APPLICANT:
GEORGE KELLY
G.T KELLY GENERAL CONTRACTORS, INC.
1935 COMMERCE LN, SUITE 5
JUPITER, FL. 33458
GEOTKIV@AOL.COM
561.308.7947

CIVIL ENGINEER:
LAURENCE POLINER
RCE CONSULTANTS, LLC
617 ARVERN DRIVE
ALTAMONTE SPRINGS, FL 32701
407.452.8633

ARCHITECT:
MICHAEL MOREL
MOREL DE GUIRAMOND ARCHITECTURE, LLC
14080 MAHOGANY AVENUE
JACKSONVILLE, FLORIDA 32258
561.758.8454

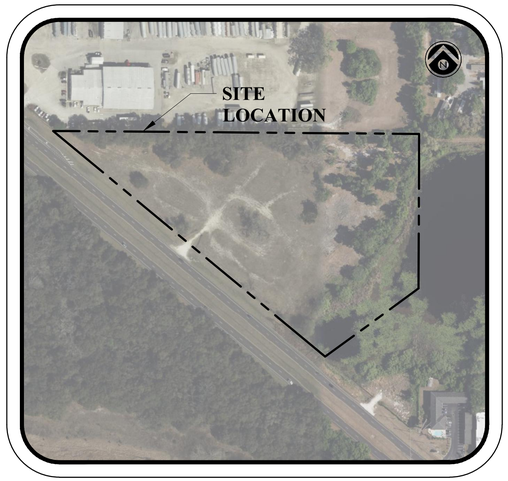
UTILITY SERVICE PROVIDERS

POTABLE WATER	CITY OF APOPKA
NON-POTABLE WATER	CITY OF APOPKA
WASTEWATER	CITY OF APOPKA
POWER	DUKE ENERGY
TELECOMMUNICATIONS	SPECTRUM
GAS	LAKE APOPKA

PROJECT NARRATIVE

PURPOSE OF PROJECT IS TO DEVELOP THE SITE FOR FLEX OFFICE /STORAGE SPACES.

VICINITY MAP
N.T.S.



AERIAL MAP
N.T.S.

SHEET INDEX

SHEET	DESCRIPTION
C-1.0	COVER SHEET
C-2.0	GENERAL NOTES
C-3.0	SITE PLAN
C-3.1	FIRE TRUCK ROUTE PLAN
C-3.2	TRUCK ROUTE PLAN
C-3.3	PARKING PLAN
C-4.0	UTILITY PLAN
C-4.1	UTILITY NOTES
C-4.2	LIFT STATION PLAN
C-5.0	GRADING AND DRAINAGE PLAN
C-5.1	GRADING AND DRAINAGE PLAN
C-6.0	SWPPP PLAN
C-6.1	EROSION CONTROL DETAILS
C-7.0	CONSTRUCTION DETAILS
C-7.1-7.3	UTILITY DETAILS
C-8.0	OFFSITE IMPROVEMENT PLAN
PH-1	SITE PHOTOMETRIC PLAN
PH-2	SITE PHOTOMETRIC DETAILS
L-1	LANDSCAPE PLAN
TM-1 - TM-2	TREE MITIGATION PLANS
	BOUNDARY/TOPOGRAPHIC SURVEY

LEGAL DESCRIPTION:

PARCEL 1
LEGAL DESCRIPTION: (AS FURNISHED)

TRACT 1
COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 28 EAST, THENCE RUN SOUTH 00°09'04" EAST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING; THENCE RUN WESTERLY, SOUTH OF, AND PARALLEL TO, THE NORTH LINE OF THE AFORESAID SOUTHEAST 1/4 A DISTANCE OF 75.00 FEET; THENCE RUN NORTH 18°17'56" EAST, A DISTANCE OF 157.80 FEET TO A POINT ON THE NORTH LINE OF THE SAID SOUTHEAST 1/4, WHICH POINT IS 25.00 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SAID SECTION 14, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE RUN WESTERLY ALONG THE NORTH LINE OF THE SAID SOUTHEAST 1/4 A DISTANCE OF 1,137.06 FEET; THENCE RUN SOUTH 50°39'04" EAST, ALONG THE NORTHERLY RIGHT-OF-WAY OF STATE HIGHWAY 441, A DISTANCE OF 1,505.96 FEET; THENCE RUN NORTH 00°09'04" WEST, A DISTANCE OF 804.86 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:
TRACT 2
BEGINNING AT THE SOUTHEAST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, RUN THENCE SOUTH ALONG THE SECTION LINE 150 FEET, THENCE WEST 75 FEET, RUNNING THENCE NORTHEASTERLY TO THE INTERSECTION THEREOF WITH THE SOUTH LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 28 EAST, THEN RUN EAST 25 FEET TO THE POINT OF BEGINNING.

LESS: (AS FURNISHED)

PARCEL 2
Description: That part of the Southeast 1/4 of Section 14, Township 21 South, Range 28 East, Orange County, Florida lying Northerly of and contiguous to the Northerly right of way of U.S. Highway No. 441 (Also known as State rood No. 500 and North Orange Blossom Trail) and being more particularly described as: Begin at the intersection of the Northerly right of way line of said U.S. Highway No. 441 and the Easterly line of the Southeast 1/4 of said Section 14; Thence N50°18'41"W, 384.00 feet along said Northerly right of way; Thence leaving said Northerly right of way run N53°50'22"E, 368.22 feet to the Easterly line of said Southeast 1/4 of Section 14; Thence S00°13'19"W, 462.30 feet along said Easterly line to the Point of Beginning.

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I. GENERAL NOTES

THESE GENERAL NOTES APPLY TO ALL WORK IN THIS SET OF DRAWINGS.
IT IS THE RESPONSIBILITY OF THE CONTRACTOR(S) TO ENSURE THAT ALL REQUIRED PERMITS ARE OBTAINED AND ARE IN HAND AT THE JOB SITE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. CONTRACTOR SHALL ABIDE BY ALL PERMIT CONDITIONS.
CONTRACTOR IS ADVISED THAT THE U.S. ENVIRONMENTAL PROTECTION AGENCY REQUIRES THAT ALL OPERATORS FILE A NOTICE OF INTENT (NOI) FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER THE NPDES GENERAL PERMIT PRIOR TO BEGINNING WORK. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO OBTAIN THE SAME. IF NOT PROVIDED BY THE ENGINEER AND TO PROVIDE ALL REQUIRED MONITORING REPORTS. A COPY SHALL BE SENT TO THE ENGINEER OF RECORD, ARCHITECT OF RECORD AND THE OWNER.
FLORIDA LAW (F.S. 553.851) PROTECTION OF UNDERGROUND PIPELINES MANDATES THAT "NO EXCAVATOR SHALL COMMENCE OR PERFORM ANY EXCAVATION WITHOUT FIRST OBTAINING INFORMATION CONCERNING THE POSSIBLE LOCATION OF GAS PIPELINES IN THE AREA OF PROPOSED EXCAVATION." THE EXCAVATOR MUST NOTIFY THE GAS UTILITY A MINIMUM OF 48 HOURS AND A MAXIMUM OF 5 DAYS PRIOR TO EXCAVATION EXCLUDING HOLIDAYS, SATURDAYS OR SUNDAYS.
CONTRACTOR SHALL NOTIFY ALL APPROPRIATE UTILITY COMPANIES OF PROPOSED START OF WORK IN ACCORDANCE WITH THEIR STANDARD REQUIREMENTS, INCLUDING BUT NOT LIMITED TO, WATER, SANITARY SEWER, POWER, NATURAL GAS, TELEPHONE AND CABLE TV COMPANIES.
IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO ENSURE PROPER SAFETY AND WORKMANSHIP WHEN WORKING IN THE VICINITY OF EXISTING UTILITY LINES.
THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH THE APPROPRIATE UTILITY COMPANY AND / OR THE APPROPRIATE POWER CORPORATION ON ANY WORK IN THE VICINITY OF OVERHEAD OR UNDER-GROUND POWER LINES.
CONTRACTOR SHALL VERIFY PROPER CLEARANCE BELOW EXISTING OVERHEAD POWER LINES PRIOR TO WORKING WITHIN THE VICINITY OF THE POWER LINES.
ALL INSPECTIONS WILL BE MADE BY THE RESPECTIVE GOVERNING AGENCY. THE ENGINEER OF RECORD WILL PROVIDE CONSTRUCTION OBSERVATION SERVICE.
ALL RECOMMENDATIONS AND REQUIREMENTS OF THE INSPECTION PERSONNEL OTHER THAN THE OWNER'S SHALL BE REPORTED TO THE ENGINEER PRIOR TO IMPLEMENTATION. COMPENSATION WILL NOT BE ALLOWED FOR WORK WHICH IS NOT AUTHORIZED BY THE ENGINEER OR OWNER.
ALL WORK SHALL BE OPEN AND SUBJECT TO INSPECTION BY AUTHORIZED PERSONNEL OF THE CITY, OWNER, INVOLVED UTILITY COMPANIES, PROJECT ENGINEER, AND REGULATORY AGENCIES.
ANY DIFFERING SITE CONDITIONS FROM THAT WHICH IS REPRESENTED HEREON, WHETHER ABOVE, ON OR BELOW THE SURFACE OF THE GROUND, SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER AND THE OWNER IN WRITING. NO CLAIM FOR EXPENSES INCURRED BY THE CONTRACTOR DUE TO DIFFERING SITE CONDITIONS WILL BE ALLOWED IF THE CONTRACTOR FAILS TO PROVIDE THE REQUIRED PRIOR WRITTEN NOTIFICATION OF SUCH CONDITIONS FOR REVIEW BY THE ENGINEER AND THE OWNER.
THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES FOUND BETWEEN THE DRAWINGS AND THE FIELD CONDITIONS PRIOR TO CONSTRUCTION IN THE AREA OF CONFLICT.
NO EXISTING MATERIAL SHALL BE USED IN NEW CONSTRUCTION UNLESS APPROVED DURING THE SHOP DRAWING APPROVAL PROCESS.
WORK SHALL BE PERFORMED IN ACCORDANCE WITH BOTH THE CITY OF APOPKA'S STANDARDS & THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, AND FDOT ROADWAY TRAFFIC DESIGN STANDARDS, LATEST EDITION. ALL FDOT INDEXES USED ARE REFERENCED HEREIN. CONTRACTOR IS RESPONSIBLE FOR OBTAINING COMPLETE COPIES OF THE LATEST EDITION OF FDOT STANDARD INDEXES AND SPECIFICATIONS.
CONTRACTOR SHALL PROTECT ADJACENT WATER BODIES, WETLANDS AND PROPERTIES FROM DAMAGE BY SEDIMENTATION OR OTHER POTENTIAL CONSTRUCTION RELATED CAUSES.
CONTRACTOR SHALL BE EXTREMELY CAUTIOUS WHEN WORKING NEAR TREES WHICH ARE TO BE SAVED, WHETHER SHOWN ON THE PLAN OR DESIGNATED IN THE FIELD.
CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING PROPER TRAFFIC MAINTENANCE AND CONTROLS IN ACCORDANCE WITH REGULATORY STANDARDS. WHERE A TRAFFIC MAINTENANCE PLAN IS REQUIRED, THE CONTRACTOR SHALL PREPARE AND SUBMIT THE PLAN FOR APPROVAL TO ALL APPLICABLE REGULATORY AGENCIES.
CONTRACTOR SHALL VERIFY THE ACCURACY OF THE BUILDING GEOMETRY SHOWN IN THE FINAL ARCHITECTURAL DRAWINGS PRIOR TO STAKE-OUT, AND SHALL NOTIFY OWNER IMMEDIATELY OF ANY DIFFERENCES.
THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY TESTING TO ASSURE THAT THE PROPER COMPACTION HAS BEEN ACHIEVED ON THE SUBGRADE, BASE MATERIAL, PIPE BASE MATERIAL AND ALL OTHER PERTINENT AREAS THAT HAVE BEEN CONSTRUCTED. THE CONTRACTOR SHALL BEAR ALL COSTS ASSOCIATED WITH TESTING AND RETESTING THE AREAS AND SHALL PROVIDE THE OWNER AND THE ENGINEER COPIES OF ALL TEST RESULTS. ALL REPORTS ARE TO BE SIGNED AND SEALED BY A REGISTERED GEOTECHNICAL ENGINEER IN THE STATE OF FLORIDA.
SSOCOF- CHAPTER 556, FLORIDA STATUTES, REQUIRES EXCAVATORS TO NOTIFY SUNSHINE STATE ON E CALL OF FLORIDA (SSOCOF) BEFORE BEGINNING ANY EXCAVATION IN THE STATE OF FLORIDA UNLESS A SPECIFIC EXEMPTION LISTED IN F.S. 556.108 APPLIES. AN EXCAVATOR MUST NOTIFY SSOCOF TWO FULL BUSINESS DAYS BEFORE EXCAVATING. EXCAVATORS MAY CALL 1-800 432-7770 DURING BUSINESS HOURS OR USE THE INTERNET TO PROVIDE NOTIFICATION INFORMATION.
TRENCH SAFETY- CONTRACTOR SHALL COMPLY WITH OSHA TRENCH SAFETY STANDARDS 29 C.F.R., S. 1926.650, SUBPART P, AND ALL SUBSEQUS=ESNT REVISIONS OR UPDATES ADOPTED BY THE DEPARTMENT OF LABOR AND EMPLOYMENT SECURITY AND WITH SECTION 553.62, FLORIDA

II. PRE-CONSTRUCTION RESPONSIBILITIES

UPON RECEIPT OF NOTICE OF AWARD, THE CONTRACTOR SHALL ARRANGE A PRE-CONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, ALL AFFECTED UTILITY OWNERS, THE OWNER, THE ENGINEER AND ITSELF.
PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT A CONSTRUCTION SCHEDULE DEPICTING EACH PHASE OF THE WORK.
PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE SIZE, LOCATION, ELEVATION, AND MATERIAL OF ALL EXISTING UTILITIES WITHIN THE AREA OF CONSTRUCTION.
EXISTING UTILITY LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF EXISTING UTILITIES SHOWN OR FOR ANY EXISTING UTILITIES NOT SHOWN.
THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING UTILITIES FOR WHICH IT FAILS TO REQUEST LOCATIONS FROM THE UTILITY OWNER. THE CONTRACTOR IS RESPONSIBLE AS WELL FOR DAMAGE TO ANY EXISTING UTILITIES WHICH ARE PROPERLY LOCATED.
IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE PLANS; THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER.
THE LOCATIONS OF EXISTING UTILITIES AND STORM DRAINAGE SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. ENGINEER ASSUMES NO RESPONSIBILITY FOR INACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO MAKE ARRANGEMENTS FOR THE FIELD LOCATIONS AND FOR ANY RELOCATIONS OF THE VARIOUS EXISTING UTILITIES WITH THE UTILITY OWNERS, WHICH SHALL BE DONE IN A TIMELY MANNER TO MINIMIZE IMPACT ON CONSTRUCTION SCHEDULE. ANY DELAY CAUSED BY THE CONTRACTOR BY THE RELOCATION OF UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.: CALL TWO FULL BUSINESS DAYS (BUT NOT MORE THAN FIVE) BEFORE TO FIND OUT WHERE BURIED FACILITIES (ELECTRICAL, GAS, TELEPHONE, CABLE, WATER) ARE LOCATED.

III. PROJECT CLOSEOUT

DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER. UPON FINAL CLEAN UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE SWEPT BROOM CLEAN.
THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED BY THE ENGINEER, THE CITY OF APOPKA OR THE GOVERNING AGENCY, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY ITS WORK, EQUIPMENT, EMPLOYEES OR THOSE OF ITS SUBCONTRACTORS TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS. TO THIS END, THE CONTRACTOR SHALL DO ALL NECESSARY HIGHWAY OR DRIVEWAY, WALK AND LANDSCAPING WORK. SUITABLE MATERIALS AND METHODS SHALL BE USED FOR SUCH RESTORATION.
WHERE MATERIAL OR DEBRIS HAS WASHED OR FLOWED INTO OR BEEN PLACED IN WATER COURSES, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.
THE CONTRACTOR SHALL MAINTAIN ACCURATE AND COMPLETE RECORDS OF WORK ITEMS COMPLETED.
ALL REQUIRED TESTING RESULTS PROVIDED TO THE ENGINEER.
ALL REQUIRED AS-BUILT INFORMATION PROVIDED TO THE ENGINEER.

IV. REQUIRED AS-BUILT INFORMATION

CONTRACTOR SHALL PROVIDE ENGINEER WITH AS-BUILT DRAWING DOCUMENTATION CERTIFIED BY A REGISTERED FLORIDA LAND SURVEYOR DEPICTING THE FOLLOWING INFORMATION AT A MINIMUM:
UTILITY CROSSING SEPARATION INFORMATION FOR THAT PROVIDED ON THE PLANS VERIFYING:
- SIZE AND MATERIAL OF CROSSING PIPES
- TOP ELEVATION OF BOTTOM PIPE
- BOTTOM ELEVATION OF TOP PIPE
- FINISH SURFACE ELEVATION OVER UTILITY CROSSING

SANITARY SEWER:
- TOP ELEVATION OF EACH MANHOLE FRAME AND COVER.
- INVERT OF EACH LINE ENTERING AND LEAVING EACH MANHOLE / STRUCTURE
- LENGTH OF EACH RUN OF MAIN BETWEEN MANHOLES (INVERT TO INVERT)
- ACTUAL GRADE OF PIPE BETWEEN MANHOLES.
- LOCATE ALL SERVICE WYES FROM DOWNSTREAM MANHOLE WITH DEPTH AT LOT LINE AND DISTANCE FROM THE MAIN LINE.
- LOCATE WITH MEASUREMENTS FROM PERMANENT VISIBLE OBJECTS ALL FITTINGS / ACCESSORIES NOT VISIBLE FROM THE SURFACE (MINIMUM TWO POINT TIES).

STORM DRAINAGE:
- TOP ELEVATION OF EACH MANHOLE FRAME AND COVER / GRATE AS WELL ALL OTHER STRUCTURES (HEADWALLS, CONTROL STRUCTURES, ETC.).
- INVERT ELEVATION OF EACH LINE ENTERING AND LEAVING EACH STRUCTURE, INCLUDING UNDERDRAIN PIPES.
- INVERTS OF ALL MITERED END SECTIONS.
- ACTUAL GRADE OF PIPE BETWEEN THE STRUCTURES. (INVERT TO INVERT)
- INVERT ELEVATION AND TWO HORIZONTAL TIES FROM PERMANENT VISIBLE OBJECTS TO ALL STORM STUB-OUTS.
- CONTRACTOR SHALL PROVIDE ACCURATE AS-BUILT DIMENSIONS AND ELEVATIONS OF THE STORMWATER MANAGEMENT AREAS IMMEDIATELY AFTER FINAL GRADING AND PRIOR TO SEEDING OR SODDING OF THE SLOPES. AT A MINIMUM, THE CONTRACTOR SHALL PROVIDE CROSS SECTIONS ON ALL SIDES OF THE WATER MANAGEMENT AREAS AT 100-FOOT INTERVALS. THE CROSS SECTIONS SHALL BE PROVIDED FROM TOP OF BANK TO THE SLOPE BREAK BELOW CONTROL ELEVATION. THE ENGINEER'S APPROVAL IS REQUIRED PRIOR TO GRASSING OF THE BANKS. IF ANY MODIFICATIONS ARE SPECIFIED, ADDITIONAL AS-BUILTS MAY BE REQUIRED.

PRESSURE SYSTEMS (WATER, RECLAIMED, AND FORCE MAINS):
- ACTUAL LENGTHS BETWEEN BRANCHES AND VALVES ALONG THE MAIN RUN.
- LOCATE WITH MEASUREMENTS FROM PERMANENT VISIBLE OBJECTS ALL FITTINGS / ACCESSORIES NOT VISIBLE FROM THE SURFACE (MINIMUM TWO POINT TIES).
- AS-BUILT INFORMATION ON THE FORCE MAIN, RECLAIMED AND WATER SYSTEMS SHALL INCLUDE LOCATIONS OF ALL FIRE HYDRANTS, WATER SERVICES AND TOP OF PIPE ELEVATIONS AT ALL FITTINGS AND AT A MINIMUM OF 100 FEET SPACING ALONG THE LENGTH OF MAINS.
- ALL "AS-BUILT" INFORMATION SUBMITTED TO THE ENGINEER SHALL BE SUFFICIENTLY ACCURATE, CLEAR AND LEGIBLE TO SATISFY THE ENGINEER THAT THE INFORMATION PROVIDES A TRUE REPRESENTATION OF THE IMPROVEMENTS CONSTRUCTED.
- UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER OF RECORD COMPLETE SETS OF "AS-BUILT" CONSTRUCTION DRAWINGS AS REQUIRED FOR SUBMITTAL AND APPROVAL. THESE DRAWINGS SHALL BE MARKED TO SHOW "AS-BUILT" CONSTRUCTION CHANGES AND DIMENSIONED LOCATIONS AND ELEVATIONS OF ALL IMPROVEMENTS AND SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED LAND SURVEYOR.

V. SHOP DRAWINGS AND SUBMITTALS

PRIOR TO THEIR CONSTRUCTION OR INSTALLATION, 7 SETS OF SHOP DRAWINGS AND CATALOGUE LITERATURE SHALL BE SUBMITTED TO AND REVIEWED BY THE ENGINEER OF RECORD FOR SANITARY SEWER, POTABLE WATER AND STORM SEWER FACILITIES.
INDIVIDUAL SHOP DRAWINGS FOR ALL PRECAST STRUCTURES ARE REQUIRED. CATALOGUE LITERATURE WILL NOT BE ACCEPTED FOR PRECAST STRUCTURES.
PRIOR TO SUBMITTING SHOP DRAWINGS TO THE ENGINEER, THE CONTRACTOR SHALL REVIEW AND APPROVE THE DRAWINGS, AND SHALL NOTE IN RED ANY DEVIATIONS FROM THE ENGINEER'S PLANS OR SPECIFICATIONS. SIX (6) SETS OF APPROVED SHOP DRAWINGS SHALL BE RETURNED TO THE CONTRACTOR FOR DISSEMINATION TO OWNER, UTILITY, LOCAL JURISDICTIONAL AGENCIES, ETC.
THE CONTRACTOR SHALL CONFIRM COMPATIBILITY OF PIPE SLOPES AND INVERTS DURING SHOP DRAWING AND MATERIALS ORDERING PHASE OF THE PROJECT AND ADVISE THE ENGINEER OF ANY DISCREPANCIES.

VI. CONSTRUCTION SAFETY

ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER, SPECIFICALLY, THE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) SHALL BE STRICTLY OBSERVED.

VII. TRENCH SAFETY ACT

CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLIANCE WITH THE STATE OF FLORIDA TRENCH SAFETY ACT.
WHERE EXCAVATIONS TO A DEPTH IN EXCESS OF FIVE FEET (5 FEET) ARE REQUIRED, THE CONTRACTOR SHALL INCLUDE THE FOLLOWING INFORMATION IN THE BID:
- A REFERENCE TO THE TRENCH SAFETY STANDARDS THAT WILL BE IN EFFECT DURING THE PERIOD OF CONSTRUCTION OF THE PROJECT.
- WRITTEN ASSURANCES BY THE CONTRACTOR PERFORMING THE TRENCH EXCAVATION THAT SUCH CONTRACTOR WILL COMPLY WITH THE APPLICABLE TRENCH SAFETY STANDARDS.
- A SEPARATE ITEM IDENTIFYING THE COST OF COMPLIANCE WITH THE APPLICABLE TRENCH SAFETY STANDARDS.

WHEN A BID IS NOT SUBMITTED, THE CONTRACTOR SHALL SUBMIT THE INFORMATION LISTED IN ITEM 'B' TO THE ENGINEER PRIOR TO STARTING WORK.

VIII. SURVEY DATA

ALL ELEVATIONS ON THE PLANS OR REFERENCED IN THE SPECIFICATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1988 (NAVD).
THE CONTRACTOR SHALL PROTECT ALL PERMANENT REFERENCE MONUMENTS AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID DAMAGE TO SURVEY MARKERS DURING CONSTRUCTION. ANY SURVEY MARKERS DAMAGED DURING CONSTRUCTION WILL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR.
THE PROPOSED PLAT WAS PROVIDED BY A FLORIDA REGISTERED SURVEYOR.
BENCHMARK LOCATION AND ELEVATION ARE AS REPRESENTED BY SURVEYOR AT THE TIME OF SURVEY. CONTRACTOR SHALL VERIFY ITS CORRECTNESS AT TIME OF CONSTRUCTION.

IX. TEMPORARY FACILITIES

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES AND ELECTRICITY TO ITS EMPLOYEES AND SUBCONTRACTORS FOR THEIR USE DURING CONSTRUCTION.
MAINTENANCE OF TRAFFIC IN THE PUBLIC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE MUTCD AND FDOT.
ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.
NO TRENCHES OR HOLES NEAR WALKWAYS OR IN ROADWAYS OR THEIR SHOULDERS ARE TO BE LEFT OPEN DURING NIGHTTIME HOURS WITHOUT EXPRESS PERMISSION OF THE CITY OR RESPECTIVE GOVERNING AGENCY.

X. INTERRUPTION OF EXISTING UTILITIES

ANY CONSTRUCTION WORK THAT REQUIRES INTERRUPTION OF SERVICE TO ANY CUSTOMER SHALL BE DONE SO WITH A MINIMUM OF SEVENTY-TWO (72) HOURS NOTICE TO, AND WRITTEN APPROVAL BY, THE APPROPRIATE UTILITY COMPANY. THE CONTRACTOR SHALL ARRANGE A MEETING WITH THE LOCAL JURISDICTIONAL AGENCIES AND OTHER GOVERNING AGENCIES, AND OTHER AFFECTED UTILITIES PRIOR TO SCHEDULING THE SHUT DOWN TO ASSESS THE SCOPE OF WORK. ALL SYSTEM SHUT DOWNS SHALL BE SCHEDULED BY THE CONTRACTOR AT SUCH TIME THAT SYSTEM DEMAND IS LOW. THIS GENERALLY REQUIRES NIGHT TIME WORK BY THE CONTRACTOR AND REQUIRES FULL TIME INSPECTION BY A REPRESENTATIVE OF THE UTILITY. ALL COST FOR OVERTIME WORK BY THE REPRESENTATIVE OF THE UTILITY SHALL BE BORNE BY THE CONTRACTOR. EACH CUSTOMER AFFECTED BY THE SHUT DOWN SHALL BE PROVIDED, MINIMUM, FORTY-EIGHT (48) HOURS WRITTEN NOTIFICATION BY THE CONTRACTOR.

XI. EROSION CONTROL PLAN NOTES

FOR EROSION CONTROL NOTES PLEASE REFERENCE SHEETS 6 & 7.

XII. EARTHWORK

IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE EXISTING SITE CONDITIONS OF SOIL DURING THE BID PREPARATION TO DETERMINE IF ANY OFF-SITE MATERIALS WILL NEED TO BE IMPORTED TO ACHIEVE THE GRADES SPECIFIED ON THE PLANS.
PRIOR TO BID PREPARATION, THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE OVERALL SITE, THE LIMIT AND DEPTH OF EXPECTED ORGANIC MATERIAL, ADEQUACY OF EXISTING MATERIALS AS FILL, DEWATERING REQUIREMENTS, CLEAN FILL REQUIRED FROM OFF SITE AND MATERIALS TO BE DISPOSED OF OFF SITE, ANY DELAY, INCONVENIENCE OR EXPENSE CAUSED TO THE CONTRACTOR DUE TO INADEQUATE INVESTIGATION OF EXISTING CONDITIONS SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED. THE MATERIALS ANTICIPATED TO BE ENCOUNTERED DURING CONSTRUCTION MAY REQUIRE DRYING PRIOR TO USE AS BACKFILL AND THE CONTRACTOR MAY HAVE TO IMPORT MATERIALS, AT NO EXTRA COST, FROM OFF SITE TO MEET THE REQUIREMENTS FOR COMPACTION AND PROPER FILL.
CLEAR AREAS INDICATED SHALL BE COMPLETELY CLEAR OF ALL TIMBER, BRUSH, STUMPS, ROOTS, GRASS, WEEDS, RUBBISH AND ALL OTHER DEBRIS AND OBSTRUCTIONS RESTING ON OR PROTRUDING THROUGH THE SURFACE OF THE GROUND. THIS DEBRIS SHALL BE DISPOSED OF IN A LEGAL MANNER. BURNING OF THIS MATERIAL IS NOT PERMITTED UNLESS THE CONTRACTOR OBTAINS SPECIFIC PERMITS ALLOWING SUCH ACTIVITY.
ALL EXCESS FILL FROM THE SITE SHALL BE STOCKPILED BY THE CONTRACTOR, IN A LOCATION DETERMINED BY THE OWNER OR THE OWNER'S REPRESENTATIVE AND THE ENGINEER.
ALL ORGANIC AND OTHER UNSUITABLE MATERIAL IN BUILDING OR PAVEMENT AREAS SHALL BE REMOVED AND REPLACED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT RECOMMENDATIONS AND SOUND CONSTRUCTION PRACTICES.

XIII. SIGNING AND PAVEMENT MARKING NOTES

ALL PAVEMENT MARKINGS WITHIN FDOT, OR CITY RIGHT-OF-WAY SHALL BE THERMOPLASTIC.
ALL STOP BARS SHALL BE THERMOPLASTIC. ALL OTHER STRIPING SHALL BE PAINTED UNLESS OTHERWISE SPECIFIED.
ALL PAINT USED FOR PAVEMENT MARKINGS SHALL CONFORM TO SECTION 971-13 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION (SSRBC). ALL PAINTED MARKINGS SHALL BE APPLIED IN ACCORDANCE WITH SECTION 710 OF THE FDOT SSRBC AND THE MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). PAINT MAY ONLY BE USED FOR PRIVATE DEVELOPMENT IMPROVEMENTS OR AS TEMPORARY MARKINGS.
THERMOPLASTIC TRAFFIC MARKINGS SHALL CONFORM TO SECTION 711-2 OF THE FDOT SSRBC. ONLY ALKYD BASED MATERIALS SHALL BE USED. THERMOPLASTIC TRAFFIC MARKINGS SHALL BE APPLIED IN ACCORDANCE WITH SECTION 711 OF THE FDOT SSRBC AND THE MUTCD.
ALL REFLECTIVE PAVEMENT MARKINGS SHALL BE INSTALLED IN CONFORMANCE WITH SECTION 706 OF THE FDOT SSRBC.
ALL TRAFFIC SIGNS SHALL BE CONSTRUCTED OF HIGHLY REFLECTIVE MATERIAL AND BE "STANDARD" SIZE AS ESTABLISHED IN THE MUTCD.
STOP BARS TO BE A MINIMUM OF 4 FEET CLEAR BEHIND CROSSWALKS.
HANDICAP PARKING SPACES SHALL BE DESIGNATED BY APPROPRIATE PAVEMENT MARKINGS AND SIGNS.

XIV. PAVING, GRADING AND DRAINAGE NOTES

CONTRACTOR ACCEPTS SITE AS IS. ANY REPAIRS TO EXISTING SITE ELEMENTS INCLUDING PAVEMENT, SIDEWALKS, CURBING, DRAINAGE, SANITARY SEWER, WATER, SIGNAGE AND STRIPING SHALL BE INCLUDED IN THE BID PRICE.
ALL CURB RADII AND DIMENSIONING ARE TO EDGE OF PAVEMENT.
PRIOR TO BACKFILLING THE DRAINAGE SYSTEM, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND LOCAL JURISDICTIONAL AGENCIES FOR INSPECTION.
ALL EXISTING AND PROPOSED UTILITIES SHALL BE ADJUSTED TO NEW FINISH GRADES AND PROPERLY SET TO PAVEMENT CROSS SLOPE AS REQUIRED.
ALL UTILITIES SHALL BE COMPLETED OR SLEEVING PROVIDED BEFORE ANY PAVEMENT CONSTRUCTION BEGINS.
GRADING FROM PROPOSED TO EXISTING CONDITIONS SHALL NOT BE STEEPER THAN 3H:1V NOR FLATTER THAN 20H:1V. ALL SWALES AND SLOPES SHALL BE SODDED AFTER GRADING (SEE NOTE IV.C.6).
IF THE PLANS INDICATE A STABILIZED SUBGRADE IS TO BE USED, IT SHALL HAVE A MINIMUM LBR VALUE OF 40 OR A FBV OF 75 AND SHALL BE IN ACCORDANCE WITH F.D.O.T. SPECIFICATIONS, SECTION 160. IT IS THE CONTRACTOR'S RESPONSIBILITY TO SUBMIT TO THE ENGINEER FOR APPROVAL, THE MATERIAL TO BE USED FOR THE SUBGRADE, AND THEIR PROPORTIONS AND LABORATORY LBR, BEFORE DELIVERY TO THE SITE. QUALITY CONTROL LBR'S MAY BE REQUIRED BY THE ENGINEER TO PROVE THE IN-PLACE CONDITION.
MATERIAL HAVING A PLASTICITY INDEX AT MORE THAN 10 OR A LIQUID LIMIT GREATER THAN 40 SHALL NOT BE USED. ALL MATERIAL USED FOR STABILIZING THE ROADBED SHALL PASS A 3-1/2 INCH SIEVE.
ALL REQUIRED DENSITY AND LBR TEST RESULTS FOR SUBGRADE SHALL BE PROVIDED TO THE ENGINEER PRIOR TO PLACING BASE COURSE MATERIAL.
IF THE PLANS INDICATE A LIMEROCK BASE, THE CONSTRUCTION AND THE MATERIAL FOR THE LIMEROCK BASE SHALL CONFORM TO THE REQUIREMENTS OF THE F.D.O.T. SPECIFICATIONS, SECTION 200. THE LIMEROCK BASE SHALL BE COMPACTED TO A 98% MAXIMUM DENSITY AT OPTIMUM MOISTURE, AASHTO T-180, METHOD "D". THE GEOTECHNICAL ENGINEER SHALL SPECIFY THE LOCATION AND NUMBER OF DENSITY TESTS REQUIRED. THE TESTS RESULTS SHALL BE ACCEPTED BY THE ENGINEER PRIOR TO THE APPLICATION OF THE PRIME AND TACK COATS.
IF THE PLANS INDICATE A SOIL CEMENT BASE, THE CONSTRUCTION AND THE MATERIAL FOR THE SOIL CEMENT BASE SHALL CONFORM TO THE REQUIREMENTS OF THE F.D.O.T. SPECIFICATIONS, SECTION 270. THE SOIL CEMENT BASE SHALL BE COMPACTED TO A 98% MAXIMUM DENSITY AT OPTIMUM MOISTURE, AASHTO T-134, METHOD "D". THE GEOTECHNICAL ENGINEER SHALL SPECIFY THE LOCATION AND NUMBER OF DENSITY TESTS REQUIRED. THE TESTS RESULTS SHALL BE ACCEPTED BY THE ENGINEER PRIOR TO THE APPLICATION OF THE PRIME AND TACK COATS.
THE BASE SHALL BE TRANSPORTED TO THE POINT WHERE IT IS TO BE USED, OVER BASE PREVIOUSLY PLACED IF PRACTICABLE, AND DUMPED AT THE END OF THE PRECEDING SPREAD. HAULING OVER THE SUBGRADE AND DUMPING ON THE SUBGRADE WILL BE PERMITTED ONLY WHEN, IN THE ENGINEERS OPINION, THESE OPERATIONS WILL NOT BE DETRIMENTAL TO THE SUBGRADE.
ALL REQUIRED DENSITY AND LBR TEST RESULTS FOR BASE COURSE SHALL BE PROVIDED TO THE ENGINEER & THE CITY OF APOPKA'S ENGINEERING INSPECTOR PRIOR TO PLACING ASPHALT.
THE PRIME COAT BITUMINOUS MATERIAL SHALL BE APPLIED BY MEANS OF PRESSURE DISTRIBUTOR. THE AMOUNT OF BITUMINOUS MATERIAL APPLIED SHALL BE AT A RATE NOT LESS THAN 0.15 GALS / SY FOR LIMEROCK BASES AND NOT LESS THAN 0.25 GALS / SY FOR SOIL-CEMENT BASES. THE RATE OF APPLICATION SHALL COAT THE SURFACE THOROUGHLY AND UNIFORMLY WITHOUT HAVING ANY EXCESS TO FORM POOLS OR FLOW OFF THE BASE. THE PRIME SHALL BE ALLOWED TO STAND WITHOUT COVER MATERIAL FOR A PERIOD OF 48 HOURS UNLESS OTHERWISE ORDERED BY THE ENGINEER.
NO BITUMINOUS MATERIAL SHALL BE APPLIED WHEN THE TEMPERATURE OF THE AIR IS LESS THAN 40 DEGREES FAHRENHEIT IN THE SHADE AND FALLING, OR WHEN IN THE OPINION OF THE ENGINEER, THE WEATHER CONDITIONS OR THE CONDITION OF THE EXISTING SURFACE IS UNSUITABLE.
THE SURFACE TO BE PRIMED SHALL BE CLEAN AND DRY. FOR LIMEROCK BASES, THE GLAZED FINISH SHALL BE REMOVED BEFORE THE APPLICATION OF PRIME COAT. THE TEMPERATURE OF THE PRIME MATERIAL SHALL BE BETWEEN 100 DEGREES FAHRENHEIT AND 150 DEGREES FAHRENHEIT.
ALL EXPOSED ENDS OF CURB SHALL TRANSITION TO FINISHED GRADE
ALL CONCRETE CURBS, SIDEWALKS, INLET TOPS, ETC., SHALL BE 3000 PSI CONCRETE, UNLESS OTHERWISE SPECIFIED.
CONTRACTOR IS RESPONSIBLE FOR GRADING ALL PAVEMENT TO DRAIN POSITIVELY. INTERSECTIONS SHALL TRANSITION TO PROVIDE SMOOTH DRIVING SURFACE WHILE MAINTAINING POSITIVE DRAINAGE. SHOULD AREAS OF POOR DRAINAGE BE OBSERVED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO PLACEMENT OF CURBS OR PAVEMENT COURSES, SO THAT RECOMMENDATIONS FOR CORRECTION CAN BE MADE.
PAVEMENT GRADES AT HANDICAP PARKING SPACES SHALL NOT EXCEED 2% IN ANY DIRECTION.
PROPOSED AND EXISTING SIDEWALKS SHALL BE RAMPED FLUSH W

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PROJECT DATA:

PARCEL ID: 14-21-28-0000-00-092
EXISTING ZONING: I-L (LIGHT INDUSTRIAL)
FUTURE LAND USE DESIGNATION: INDUSTRIAL
PROPOSED USE: OFFICE/WAREHOUSE
MAX BUILDING HEIGHT: 45 FT
PROPERTY AREA: 11.20 Acres (487,867 SF)
FAR: 0.21 (103,449 SF/487,867 SF), MAXIMUM- 0.60

BUILDING SETBACKS (REQUIRED):
FRONT (441) = 25 FT
SIDE (NORTH) = 10 FT
SIDE (SOUTH) = 10 FT
REAR (EAST) = 10 FT

LANDSCAPE BUFFER:
FRONT (441) = 20 FT
SIDE (NORTH) = 10 FT
SIDE (SOUTH) = 10 FT
REAR (EAST) = 10 FT

*OPEN SPACE SET ASIDE CALCULATION
PER LDC SECTION 5.4.4, 5.0% IS REQUIRED

BUILDING	PAVING/SIDEWALK	STORMWATER	*WETLAND/BUFFER	*LANDSCAPE/OPEN	TOTAL
103,449 SF	146,303 SF	30,356 SF	104,420 SF	103,339 SF	487,867 SF

*TOTAL SET ASIDE: 207,759 SF = 43%

TOTAL OPEN/PERVIOUS SPACE = (WETLAND BUFFER + STORMWATER +LANDSCAPE = 151,628 SF/ 3.48 ACRES/ 31.1%

GREEN BUILDING STANDARDS

PER LDC SECTION 5.11.4, THE FOLLOWING ARE TO BE PROVIDED (4 PTS REQUIRED)

ALL CENTRAL CONDITIONERS ARE TO BE ENERGY STAR QUALIFIED (0.5 PTS)

TURF GRASS SHALL BE LIMITED TO 40% OF THE LANDSCAPED AREA (0.5 PT)

SOURCE A MINIMUM OF 25 PERCENT, BY COST, OF CONSTRUCTION MATERIALS FROM RECYCLED PRODUCTS OR PRODUCTS MANUFACTURED, EXTRACTED, HARVESTED, OR RECOVERED WITHIN 250 MILES OF THE SITE (1.5 PTS)

ALL PROPOSED STRUCTURES SHALL BE GREATER THAN 3 FEET ABOVE THE BASE FLOOD ELEVATION (0.5 PT)

DEVELOPMENT ON PREVIOUSLY USED OR DEVELOPED LAND THAT IS NOT CONTAMINATED (0.5 PT)

PROVIDE MORE BICYCLE PARKING THAN REQUIRED BY (0.5 FOR ADDITIONAL 5%)

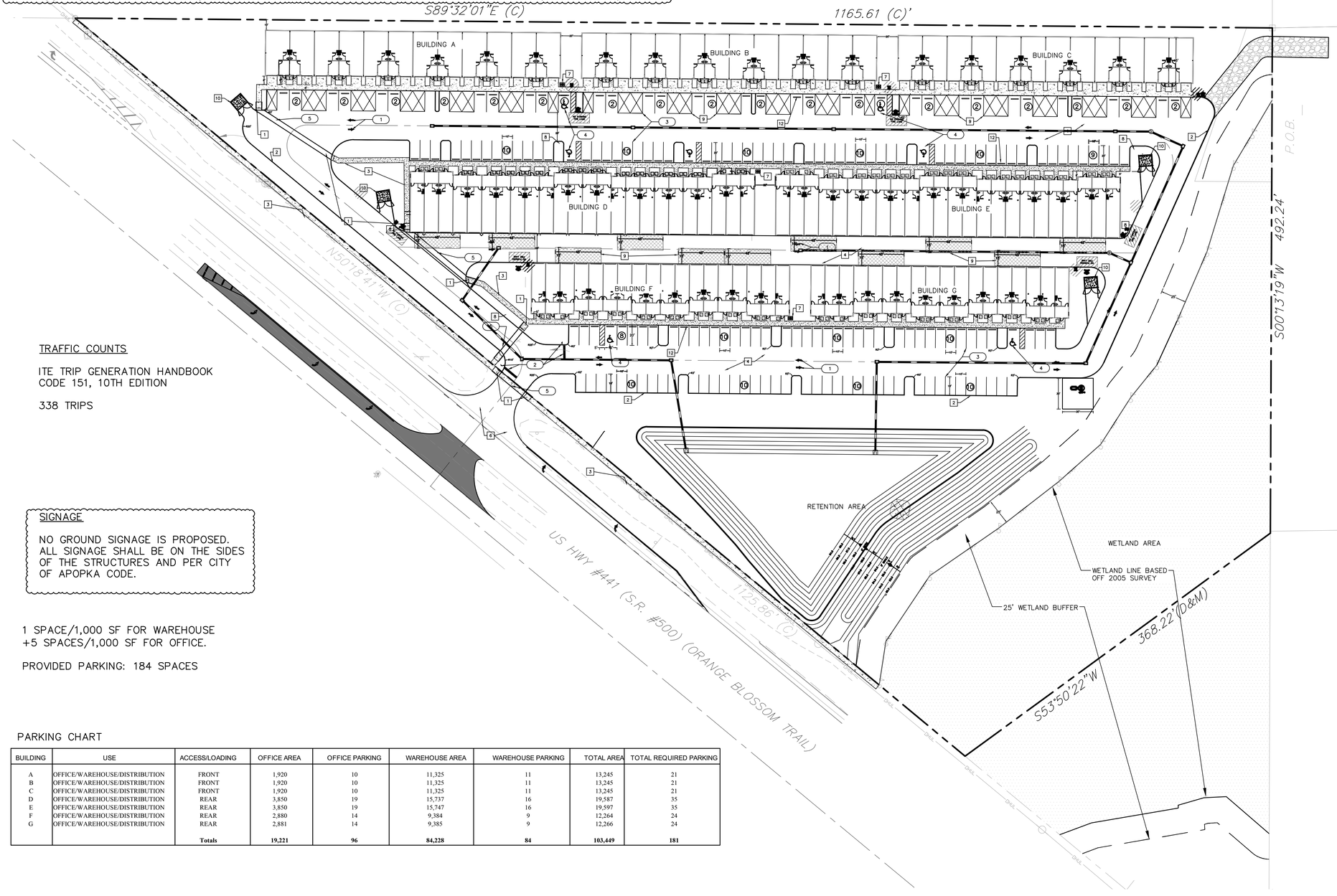
PER APOPKA LDC 5.1.12

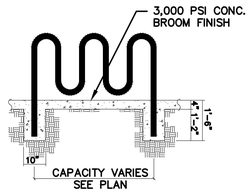
OFF-STREET LOADING AREAS REQUIRED = 11 SPACES

SITE SHALL BE CONSTRUCTED IN A SINGLE PHASE.

N
W E
S

GRAPHIC SCALE
50 0 25 50 100
(IN FEET)
1 inch = 50 ft.





TRAFFIC COUNTS

ITE TRIP GENERATION HANDBOOK
CODE 151, 10TH EDITION

338 TRIPS

SIGNAGE

NO GROUND SIGNAGE IS PROPOSED. ALL SIGNAGE SHALL BE ON THE SIDES OF THE STRUCTURES AND PER CITY OF APOPKA CODE.

1 SPACE/1,000 SF FOR WAREHOUSE
+5 SPACES/1,000 SF FOR OFFICE.

PROVIDED PARKING: 184 SPACES

PAVEMENT MARKINGS & SIGNAGE

1. DIRECTIONAL ARROWS
2. 24" WIDE WHITE STOP BAR W/ 24" STOP SIGN (R1-1)
3. PAVEMENT STRIPING (4" WHITE)
4. ACCESSIBLE PAVEMENT SYMBOLS WITH ACCESSIBLE SIGN
5. PEDESTRIAN CROSSWALK

SITE NOTES

1. SIDEWALK RAMP
2. FDOT TYPE D CURB
3. SIDEWALK
4. ASPHALT PAVEMENT
5. CONCRETE SIDEWALK
6. CONCRETE PAVEMENT
7. BIKE RACK (4 BIKE)
8. FIRE HYDRANT
9. LOADING ZONE
10. RETAIL DUMPSTER ENCLOSURE
11. FIRE DEPARTMENT CONNECTION
12. WHEEL STOP

LEGEND:

(#) NUMBER OF PARKING SPACES

PARKING CHART

BUILDING	USE	ACCESS/LOADING	OFFICE AREA	OFFICE PARKING	WAREHOUSE AREA	WAREHOUSE PARKING	TOTAL AREA	TOTAL REQUIRED PARKING
A	OFFICE/WAREHOUSE/DISTRIBUTION	FRONT	1,920	10	11,325	11	13,245	21
B	OFFICE/WAREHOUSE/DISTRIBUTION	FRONT	1,920	10	11,325	11	13,245	21
C	OFFICE/WAREHOUSE/DISTRIBUTION	FRONT	1,920	10	11,325	11	13,245	21
D	OFFICE/WAREHOUSE/DISTRIBUTION	REAR	3,850	19	15,737	16	19,587	35
E	OFFICE/WAREHOUSE/DISTRIBUTION	REAR	3,850	19	15,747	16	19,597	35
F	OFFICE/WAREHOUSE/DISTRIBUTION	REAR	2,880	14	9,384	9	12,264	24
G	OFFICE/WAREHOUSE/DISTRIBUTION	REAR	2,881	14	9,385	9	12,266	24
		Totals	**19,221**	**96**	**84,228**	**84**	**103,449**	**181**

1291 SOUTH ORANGE BLOSSOM TRAIL
SITE PLAN
CITY OF APOPKA, FLORIDA

NO:	DATE:	REVISION / ISSUE DATE:	BY:
1	10/25/2023	COUNTY COMMENTS	LMP

RCE CONSULTANTS, LLC
617 Arvern Drive
Altamonte Springs, Fl. 32701
Phone No. 407-452-8633
LARRY@RCECONSULTANTS.NET

Engineer of Record
2/1/2024
Laurence Poliner
#56974
This item has been electronically signed and sealed by Laurence Poliner, P.E., on the date delinated using a digital signature.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copy.

PROJECT #: 12.2023
DRAWN:LMP CHECKED: LMP
DATE: APRIL 2023
SHEET: C-3.0
SCALE: 1"=50'
SITE PLAN

DocuSign Envelope ID: A465BC82-E922-4EAE-BB62-676AF 317D59

S89°32'01"E (C)

1165.61 (C)'

N

W E

S

GRAPHIC SCALE

40 0 20 40 80

(IN FEET)
1 inch = 40 ft.

P.O.B.

S00°13'19"W 492.24'

N50°18'41"W (C)

DH/L

Drainage Manhole
18" C.M.P. INV=97.21

STORMWATER POND

TEMPORARY BENCHMARK 1000
SET 5/8" IRON ROD & CAP
1041' P.T. I.S. 7808
EL =99.22'

MITERED END SECTION
18" C.M.P. INV=96.26'

Inlet
INV=97.21

Inlet
INV=97.21

Inlet
INV=97.21

Inlet
INV=97.21

1125.86' (C)

368.22'(D&M)

S53°50'22"W

US HWY #441 (S.R. #500) (ORANGE BLOSSOM TRAIL)

Plan

Overall Vehicle Length: 47.65 ft

General Data
Name: APOPKA
Library: Custom
Region: North America
Country: United States
Profile Type: <None>
Vehicle Profile: <None>
Class: Fire Truck - Aerial
Lock to Lock Time: 6.0 sec.
Steering Lock Angle: 48.5 deg.

Current Part Data
Part Profile: <None>
Tractor: Full
Steering: Front Only
Width: 8.33

Front Axle Group
Axles: 1
Track: 8.33 ft

Rear Axle Group
Axles: 2
Track: 8.33 ft

47.65
8.00 26.20 0.00

TRUCK TURN TEMPLATE

RCE Consultants
Engineering Real Solutions

1291 SOUTH ORANGE BLOSSOM TRAIL
FIRE TRUCK ROUTE PLAN
CITY OF APOPKA, FLORIDA

NO:	DATE:	REVISION / ISSUE DATE:	BY:
1	10/25/2023	COUNTY COMMENTS	LMP

RCE CONSULTANTS, LLC
617 Arvern Drive
Altamonte Springs, FL 32701
Phone No. 407-452-8633
LARRY@RCECONSULTANTS.NET

Engineer of Record

STATE OF FLORIDA
Date or Seal

11/2024

Laurence Poliner
#56974

This item has been electronically signed and sealed by Laurence Poliner, P.E., on the date delinated using a digital signature.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copy.

PROJECT #: 12.2023

DRAWN:LMP CHECKED: LMP

DATE: APRIL 2023

SHEET: C-3.1

SCALE: 1"=40'

FIRE TRUCK ROUTE PLAN

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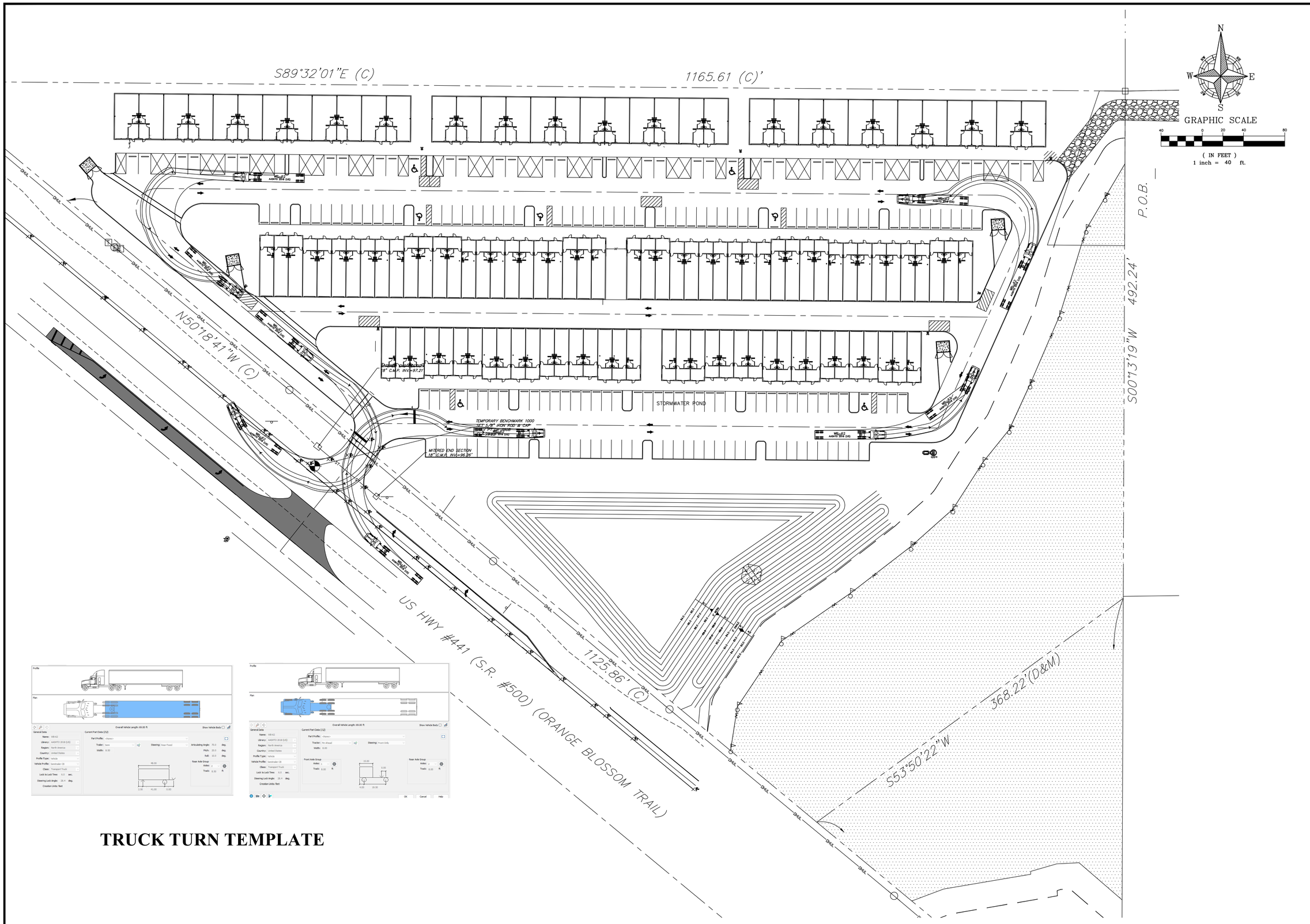

TRUCK TURN TEMPLATE

1291 SOUTH ORANGE BLOSSOM TRAIL
TRUCK ROUTE PLAN
CITY OF APOPKA, FLORIDA

RCE Consultants
Engineering Real Solutions

NO:	DATE:	REVISION / ISSUE DATE:	BY:
1	10/25/2023	COUNTY COMMENTS	LMP

RCE CONSULTANTS, LLC
617 Arvera Drive
Altamonte Springs, Fl. 32701
Phone No. 407-452-8633
LARRY@RCECONSULTANTS.NET

Engineer of Record

4/7/2024

Laurence Poliner
#56974

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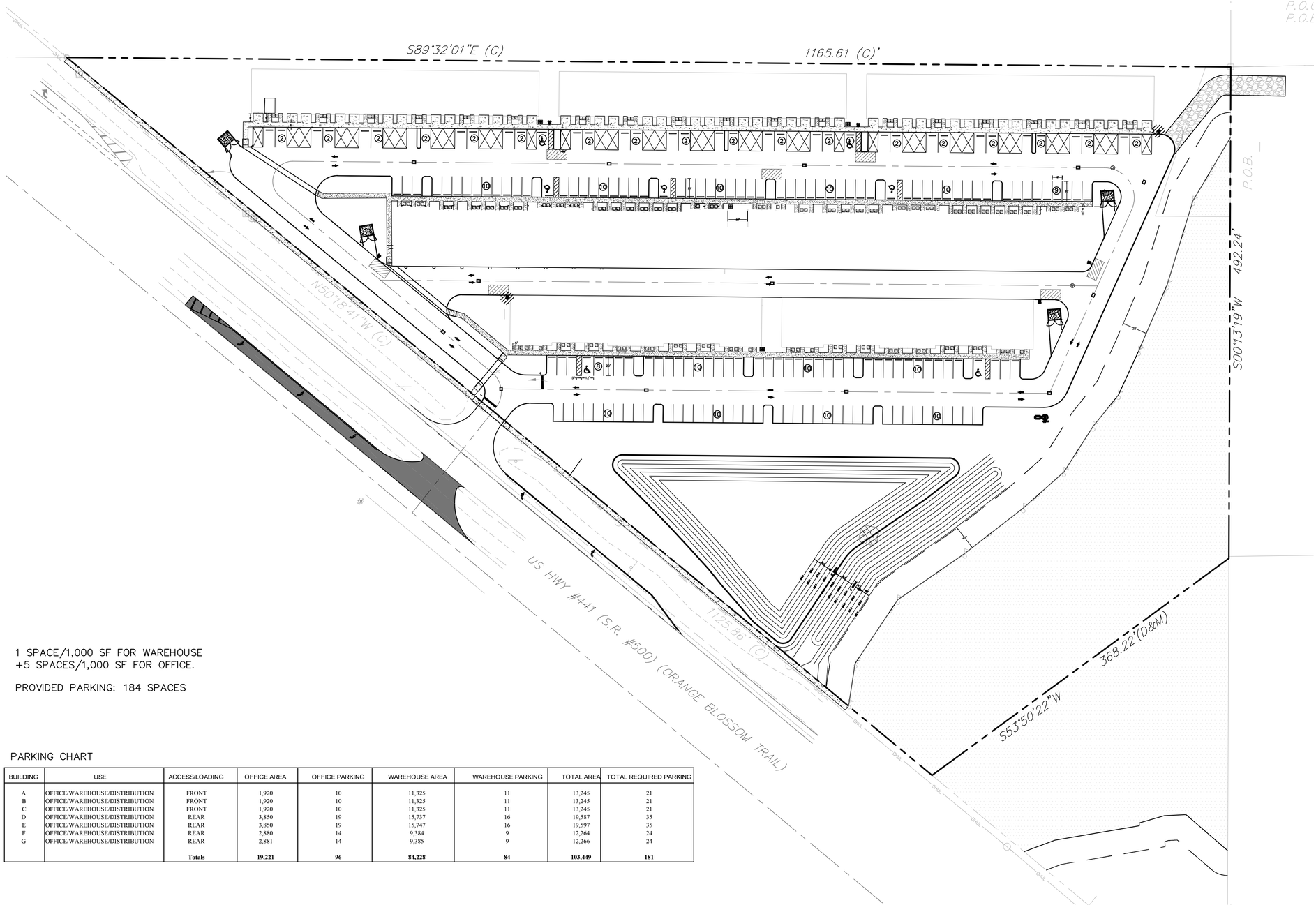
PROJECT #: 12.2023	
DRAWN:LMP CHECKED: LMP	
DATE: APRIL 2023	SHEET: C-3.2
SCALE: 1"=40'	
TRUCK ROUTE PLAN	

DocuSign Envelope ID: A465BC82-E922-4EAE-BB62-676AF 317D59



N

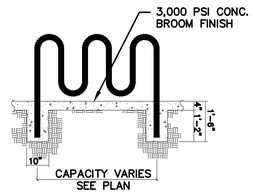
W E

S

GRAPHIC SCALE

50 0 25 50 100

(IN FEET)
1 inch = 50 ft.



1 SPACE/1,000 SF FOR WAREHOUSE
+5 SPACES/1,000 SF FOR OFFICE.

PROVIDED PARKING: 184 SPACES

PARKING CHART

BUILDING	USE	ACCESS/LOADING	OFFICE AREA	OFFICE PARKING	WAREHOUSE AREA	WAREHOUSE PARKING	TOTAL AREA	TOTAL REQUIRED PARKING
A	OFFICE/WAREHOUSE/DISTRIBUTION	FRONT	1,920	10	11,325	11	13,245	21
B	OFFICE/WAREHOUSE/DISTRIBUTION	FRONT	1,920	10	11,325	11	13,245	21
C	OFFICE/WAREHOUSE/DISTRIBUTION	FRONT	1,920	10	11,325	11	13,245	21
D	OFFICE/WAREHOUSE/DISTRIBUTION	REAR	3,850	19	15,737	16	19,587	35
E	OFFICE/WAREHOUSE/DISTRIBUTION	REAR	3,850	19	15,747	16	19,597	35
F	OFFICE/WAREHOUSE/DISTRIBUTION	REAR	2,880	14	9,384	9	12,264	24
G	OFFICE/WAREHOUSE/DISTRIBUTION	REAR	2,881	14	9,385	9	12,266	24
		Totals	**19,221**	**96**	**84,228**	**84**	**103,449**	**181**

LEGEND:

(#) NUMBER OF PARKING SPACES

RCE Consultants
Engineering Real Solutions

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PARKING PLAN
CITY OF APOPKA, FLORIDA

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SHEET: C-3.3

SCALE: 1"=50'

PARKING PLAN

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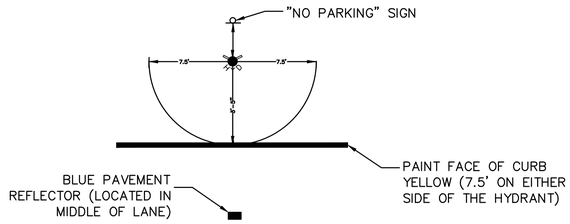
LEGEND

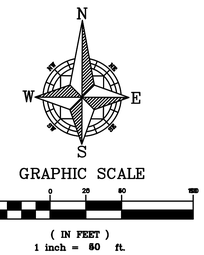
- SANITARY SEWER MAIN — SS
- SANITARY MANHOLE
- SS SINGLE SERVICE
- RECLAIMED WATER MAIN — RW
- WATER MAIN — W
- TEE
- GATE VALVE
- FIRE HYDRANT
- BEND – 45°
- BEND – 22.5°
- BEND – 90°
- BEND – 11.25°
- TAPPING SADDLE W/ GATE VALVE
- BACK FLOW PREVENTER — BFP

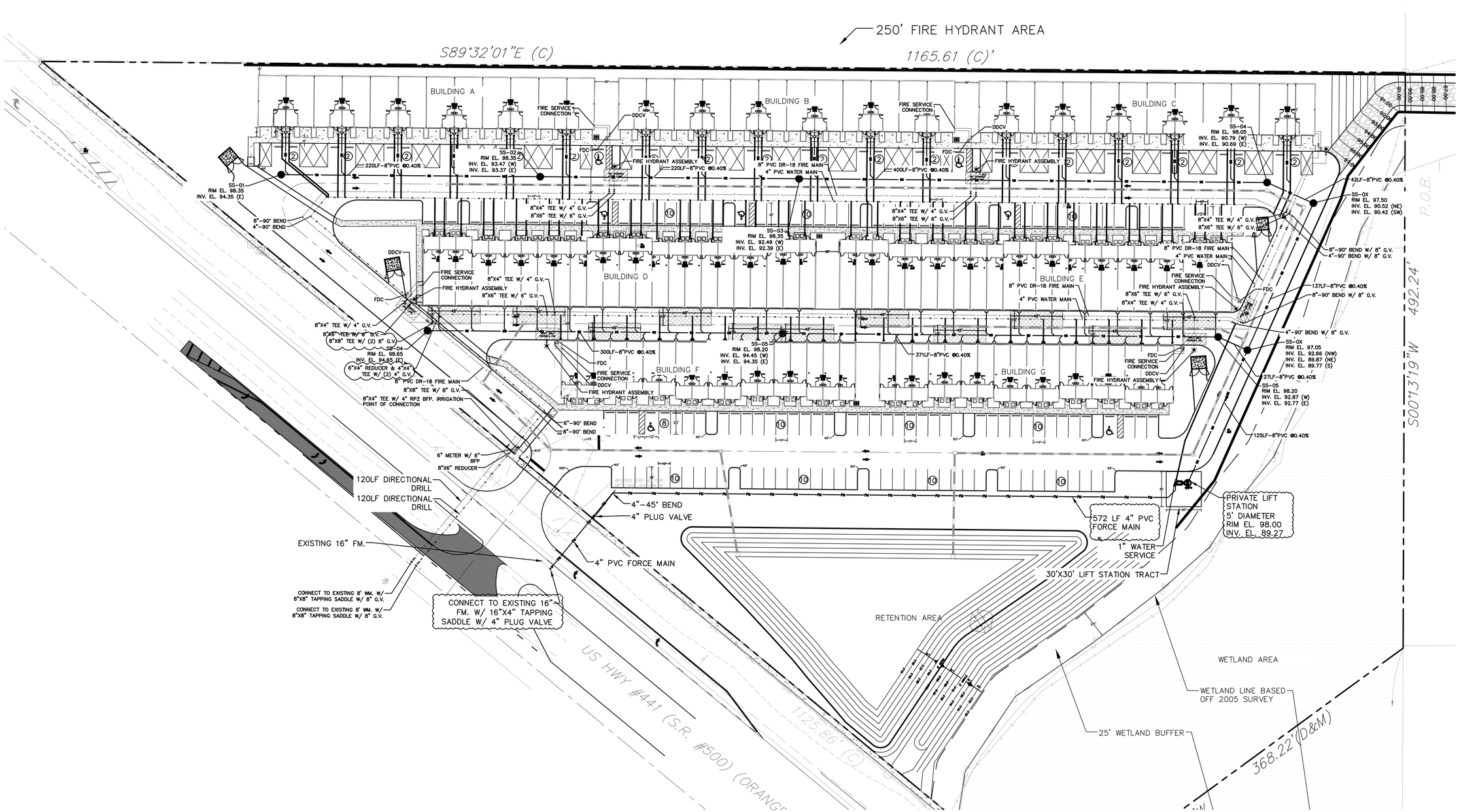
FIRE NOTES

KNOX BOXES SHALL BE PROVIDED FOR EACH BUILDING.



FIRE HYDRANT CLEARANCE DETAIL





1291 SOUTH ORANGE BLOSSOM TRAIL
UTILITY PLAN
CITY OF APOPKA, FLORIDA

NO:	DATE:	REVISION / ISSUE DATE:	BY:
1	10/25/2023	COUNTY COMMENTS	LMP

RCE CONSULTANTS, LLC
617 Arvern Drive
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SCALE: 1"=40'	

UTILITY PLAN

DocuSign Envelope ID: A465BC82-E922-4EAE-BB62-676AF 317D59

RILEY & Company, Inc. (H-20 GP)©

w/ BATTERY BACK-UP FOR AUDIO - VISUAL ALARMS

NOTE: COMPLETE SYSTEM TO BE SUPPLIED BY:

RILEY & COMPANY, INC.
SANFORD, FL 32773
(407)265-9963

NO SUBSTITUTIONS - NO ALTERNATES

LIFT STATION WILL BE PRIVATELY OWNED AND MAINTAINED.

The H-20 Load Rated Fiberglass Wetwell Must Be Manufactured By L.F. Manufacturing, Giddings, Texas, Which Includes a 20 Yr. Warranty.
Certification of the wetwell H-20 load rating must be supplied with submittals. H-20 certification must be signed and sealed by an engineer registered in the State of Florida.
After the H-20 load rated wetwell has been installed, the ASTM Certification Number and Serial Tracking Number must be visible inside wetwell.

PUMPS: (3 YR. WARRANTY)

Submersible grinder pumps shall be FLYGT Model NP3102. The pumps shall be installed in the H-20 GP FRP wetwell utilizing a slide rail system.
The grinder unit shall be capable of macerating materials normally found in domestic and commercial sewage into a fine slurry which will pass through the pump and the HDPE discharge piping.
Stator winding shall be open type with Class H insulation and shall be heat-shrink fitted into the stator housing. The use of pins, bolts, or other fastening devices is not acceptable.
A heat sensor thermostat shall be attached to the top end of the motor winding and shall be connected in series with the magnetic contactor coil in the control panel to stop motor if winding temperature exceeds 140 C., but shall automatically reset when the winding temperature returns to normal.
Two heat sensor thermostats shall be used on three phase motors.
The pump motor grinder shaft shall be AISI 430F SS threaded to take the pump impeller and the grinder impeller.
Upper & lower mechanical seals shall be Silicon Carbide vs Silicon Carbide.

DUPLEX CONTROL PANEL: (3 YR. WARRANTY)

To insure complete unit and warranty responsibility the electrical control panel must be manufactured and built by the pump supplier. The pump supplier must be a TUV (UL508A CERTIFIED) manufacturing facility, with a minuimum of 10 years history in the manufacturing of electrical control panels.
The Enclosure shall be NEMA 4X, minimum 30" high x 30" wide x 10" deep fiberglass with 4 point latching system.
The enclosure shall have external mounting feet to allow for wall mounting.
The following components shall be mounted through the enclosure:
1- ea. Red Alarm Beacon (Light) 4" x 4" Minimum Diameter
1- ea. Alarm Horn (minimum 95 DCB)
1- ea. Generator Receptacle w/ weatherproof cover(SCM460 -UL 1686)
1- ea. Alarm Silence Pushbutton

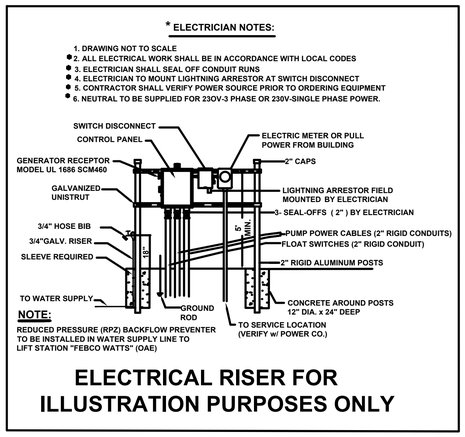
The back panel shall be fabricated from .125, 5052-H32 marine alloy aluminum. All components shall be mounted by machined stainless steel screws.

The following components shall be mounted to back panel:
2- ea. Motor Contactors
1- ea. Phase Monitor (3 Ph) w/2 N/O & 1 N/C Contacts
1- ea. Control Transformer (480 Volt Only) (Min. 500VA)
1- ea. Lightning Arrestor
1- ea. Silence Relay Module
1- ea. Duplex Alternator w/ Pump Selector Switch
1- ea. Model RCBB5AH Battery Back-Up w/ Smart Charger For The High Level Alarm System
20- ea. Terminals For Field Connections
6- ea. Terminals For Motor Connections (Single Phase Only)
7- ea. Grounding Lugs
1- ea. Seal Failure Relay

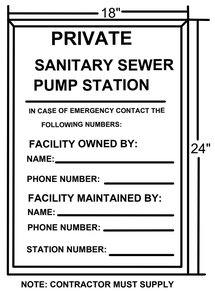
The inner door shall be fabricated from .080, 5052-H32 marine alloy aluminum. The inner door shall have a continuous aluminum piano hinge.

The following components shall be mounted through the inner door:
1- ea. Main Circuit Breaker
1- ea. Emergency Circuit Breaker
1- ea. Mechanical Interlock For Emergency And Main Breakers (UL Listed)
2- ea. Short Circuit Protectors w/ Auxiliary Contacts
1- ea. Control Circuit Breaker
2- ea. Seal Failure Indicator Lights
1- ea. Hand-Off-Auto Selector Switches
2- ea. Pump Run Pilot Lights
1- ea. Power On Pilot Light
1- ea. Elapse Time Meters (Non-Resetable)
1- ea. GFI Duplex Convenience Outlet

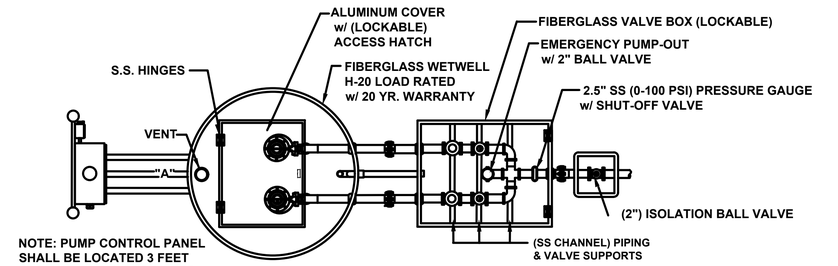
PUMP DATA		ELEVATIONS	
PRIMARY PUMP CAPACITY	98 GPM	TOP OF WETWELL	98.00
PRIMARY TDH	93 'TDH	INLET INVERT	89.27
PUMP MANUFACTURER	FLYGT	HIGH LEVEL ALARM (HLA)	88.77
PUMP MODEL #	NP3102	2nd PUMP ON (LAG)	88.27
R.P.M.	3450	1st PUMP ON (LEAD)	87.77
HORSEPOWER	7.20	PUMPS OFF (OFF)	84.77
IMPELLER DIAMETER	135mm	BOTTOM OF WETWELL	82.00
ELECTRICAL/ VOLTS / PHASE	230V/3	WETWELL DIAMETER	60"
FULL LOAD AMPS/ PER PUMP	17.00		
PUMP DISCHARGE SIZE	3"		

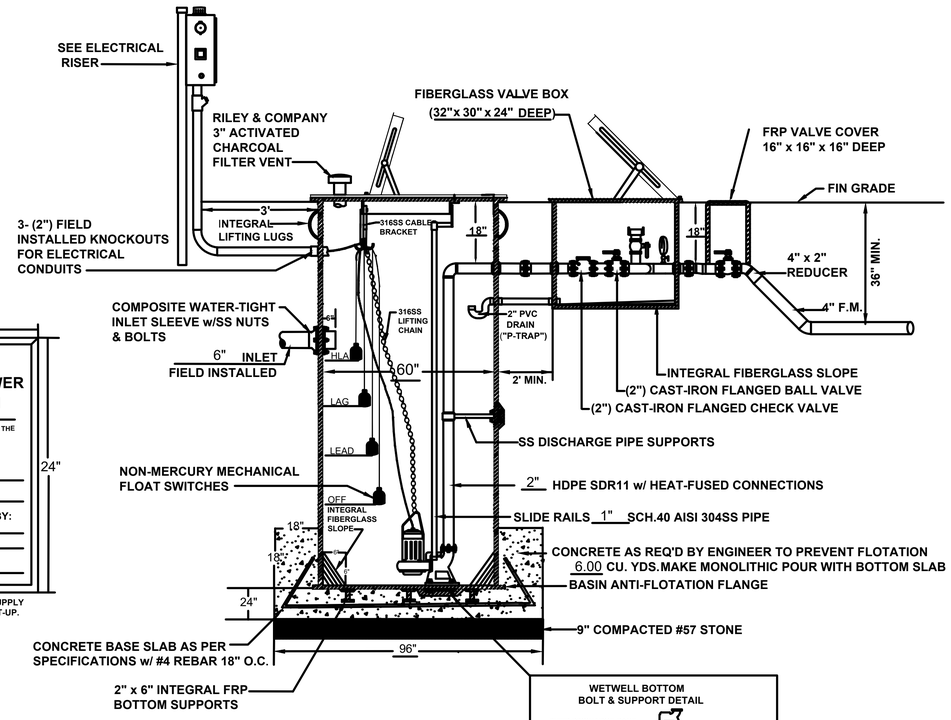


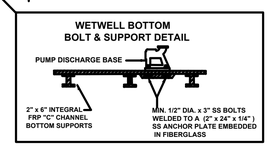
ELECTRICAL RISER FOR ILLUSTRATION PURPOSES ONLY



NOTE: CONTRACTOR MUST SUPPLY INFORMATION SIGN AT START-UP.







NOTES:

1. *Water service with hose bibb and reduced pressure backflow preventer to be installed near lift station. (See Electrical Riser Illustration)*
2. *System shall be operated and maintained to provide uninterrupted service as required by DEP Chapter 62-604.500.*
3. *Approved Operation & Maintenance Manual(O&M) shall be kept available for operation and maintenance personnel*
4. *A weather resistant emergency contact sign shall be installed at the lift station and made visible to the public (Lettering shall be min. 2" in height.*
5. *INSPECTION & TESTING: A factory representative shall be provide for a one (1) time start-up and shall have complete knowledge of the proper operation and maintenance for the complete system.*

08-17-2023

ELECTRICAL INFORMATION IS SHOWN FOR REFERENCE ONLY AND IS NOT INCLUDED AS PART OF THE ENGINEERING DESIGN OR CERTIFICATION BY THE PROFESSIONAL ENGINEER. ANY ELECTRICAL DESIGN NEEDED FOR THE LIFT STATION SHALL BE CONFIRMED AND CERTIFIED BY A PROFESSIONAL ELECTRICAL ENGINEER.

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Engineering Real Solutions

1291 SOUTH ORANGE BLOSSOM TRAIL
LIFT STATION PLAN
CITY OF APOPKA, FLORIDA

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SCALE: 1"=40'
LIFT STATION PLAN

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LEGEND

- SANITARY SEWER MAIN — SS
- SANITARY MANHOLE
- SS SINGLE SERVICE
- RECLAIMED WATER MAIN
- WATER MAIN
- TEE
- GATE VALVE
- FIRE HYDRANT
- BEND – 45°
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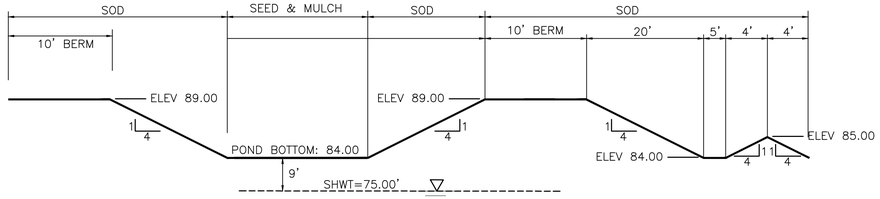
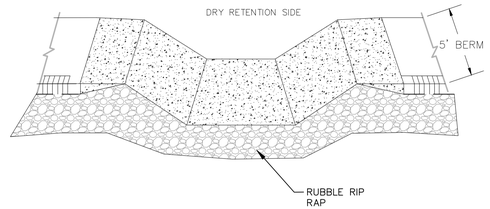
- TAPPING SADDLE W/ GATE VALVE
- BACK FLOW PREVENTER



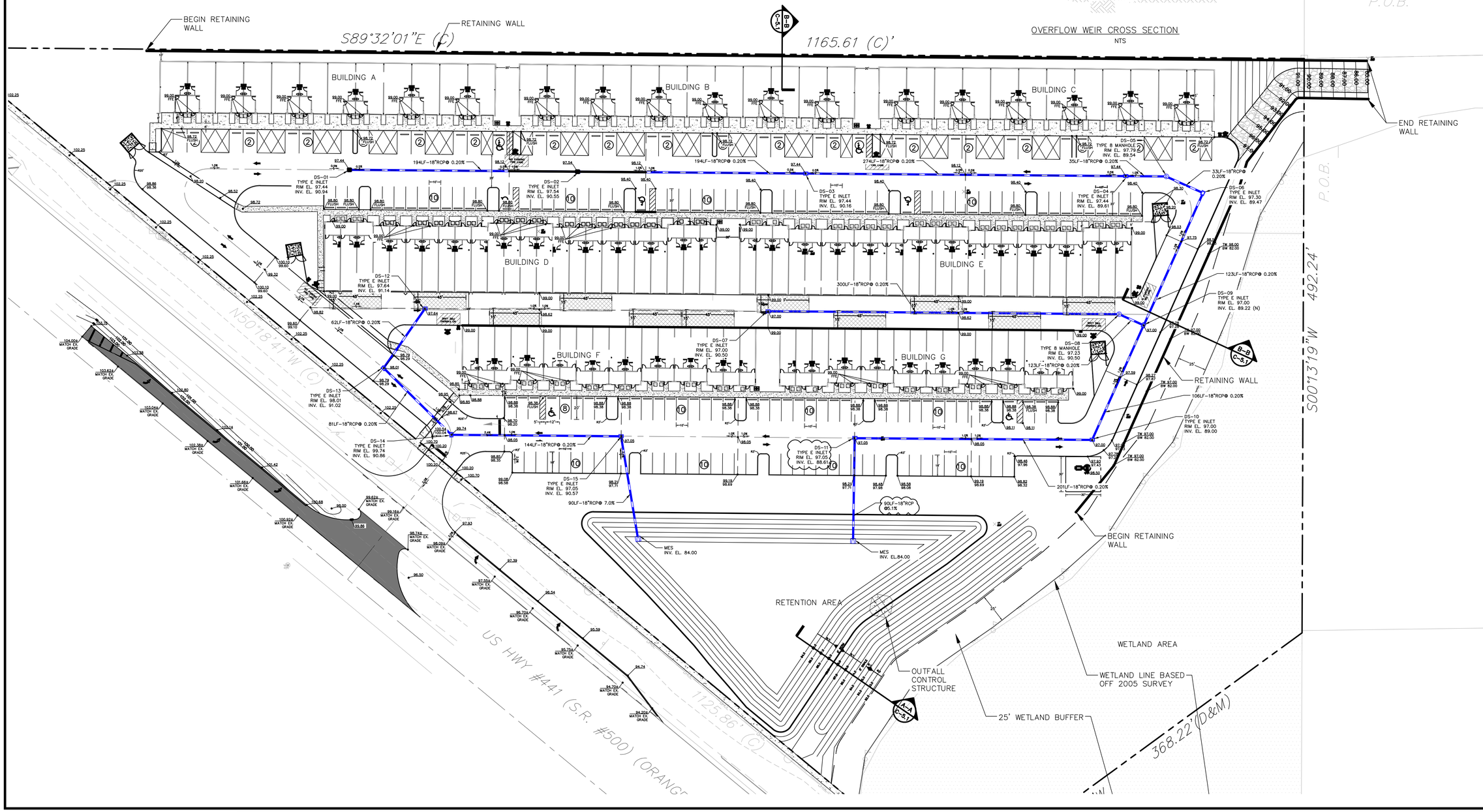
NOTE: ENTIRE POND TRACT, EXCEPT POND BOTTOM SHALL BE SODDED



OVERFLOW WEIR CROSS SECTION
NTS

GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.



1291 SOUTH ORANGE BLOSSOM TRAIL
GRADING AND DRAINAGE PLAN
CITY OF APOPKA, FLORIDA

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SCALE: 1"=40'	

GRADING AND DRAINAGE PLAN

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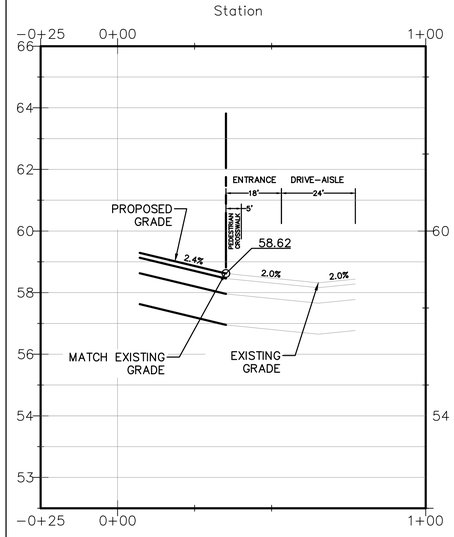
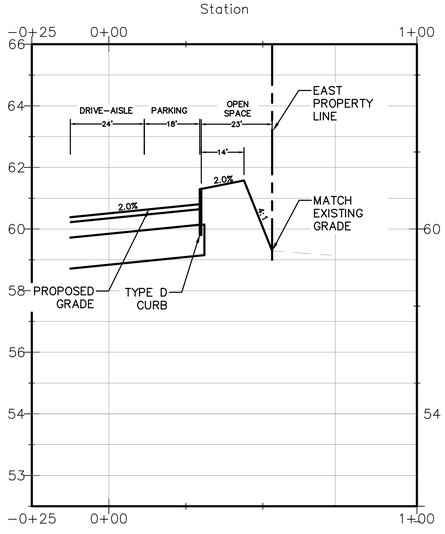
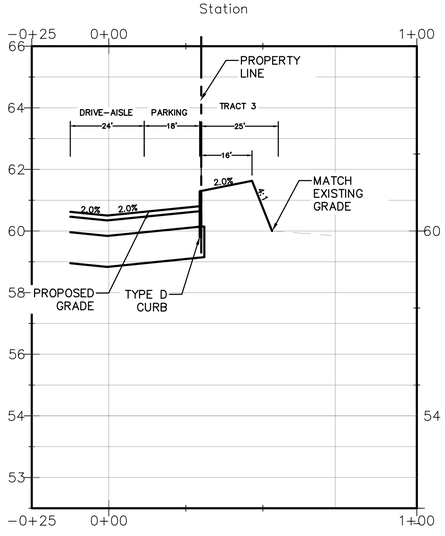
SECTION A–A



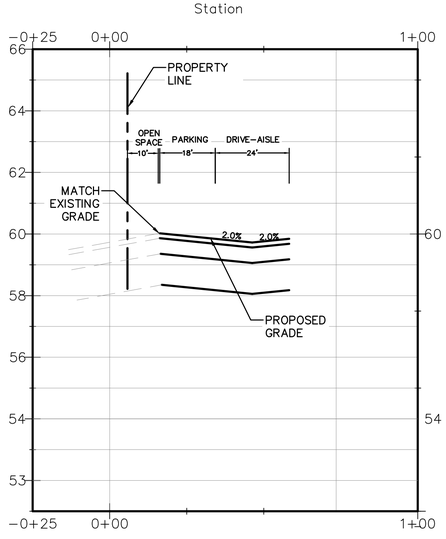
SECTION B–B



SECTION C–C



SECTION D–D



1291 SOUTH ORANGE BLOSSOM TRAIL
DRAINAGE DETAILS
CITY OF APOPKA, FLORIDA

RCE Consultants
Engineering Real Solutions

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DRAINAGE DETAILS

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GENERAL NOTES

GENERAL EROSION SITES

CONTRACTOR IS ADVISED THAT THE U.S. ENVIRONMENTAL PROTECTION AGENCY REQUIRES THAT ALL OPERATORS FILE A NOTICE OF INTENT (NOI) FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER THE NPDES GENERAL PERMIT PRIOR TO BEGINNING WORK. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO OBTAIN THE SAME. IF NOT PROVIDED BY THE ENGINEER AND TO PROVIDE ALL REQUIRED MONITORING REPORTS. A COPY SHALL BE SENT TO THE ENGINEER OF RECORD, ARCHITECT OF RECORD AND THE OWNER.

THE STORMWATER POLLUTION PREVENTION PLAN IS COMPOSED OF THIS DRAWING (SITE MAP), THE STANDARD DETAILS AND THE PLAN NARRATIVE INCLUDED IN SPECIFICATIONS PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.

ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH THE STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN AND BECOME FAMILIAR WITH THEIR CONTENTS.

CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS INDICATED BY CONDITIONS AT NO ADDITIONAL COST TO OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.

BEST MANAGEMENT PRACTICES (BMPS) AND CONTROLS SHALL CONFORM TO FEDERAL STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE AS APPLICABLE. CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.

CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.

GENERAL CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.

ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.

SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BUOYS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.

DUST ON THE SITE SHALL BE CONTROLLED BY WATERING. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TONIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.

RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORMWATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.

ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THIS PLAN AND IN THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE INITIATED AS SOON AS PRACTICABLE.

DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS STOPPED FOR AT LEAST 30 DAYS, SHALL BE TEMPORARILY SEEDED. THESE AREAS SHALL BE SEEDED NO LATER THAN 14 DAYS FROM THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS.

DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY WAS PERMANENTLY STOPPED SHALL BE PERMANENTLY SEEDED. THESE AREAS SHALL BE SEEDED NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS, REFER TO THE GRADING PLAN AND/OR LANDSCAPE PLAN.

IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.

ALL MATERIAL SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.

CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE DETENTION POND AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.

ON-SITE AND OFF-SITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE SITE MAP AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.

SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.

DUE TO THE GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, ROCK BAGS, ETC.) TO PREVENT EROSION.

ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY. THIS INCLUDES BACKFILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.

CONTRACTOR SHALL PROVIDE TREE PROTECTION MEASURES AS NEEDED.

DEWATERING IS NOT ANTICIPATED FOR THE INSTALLATION OF UTILITIES.

ALL WORK SHALL BE IN COMPLIANCE WITH NPDES.

MAINTENANCE

ALL MEASURES STATED ON THIS EROSION AND SEDIMENT CONTROL PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A 0.5" RAINFALL EVENT, AND CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING OR DETERIORATION.

ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED, AND RESEEDED AS NEEDED.

SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED SEDIMENT SHALL BE REMOVED FROM THE FENCES WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE.

THE CONSTRUCTION ENTRANCE(S) SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS DEMAND.

THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING ON THE TEMPORARY PARKING AS CONDITIONS DEMAND.

OUTLET STRUCTURES IN THE SEDIMENTATION BASINS SHALL BE MAINTAINED IN OPERATIONAL CONDITIONS AT ALL TIMES. SEDIMENT SHALL BE REMOVED FROM SEDIMENT BASINS OR TRAPS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 50%

SEQUENCE OF CONSTRUCTION

PHASE 1

1. INSTALL STABILIZED CONSTRUCTION ENTRANCES.
2. PREPARE TEMPORARY PARKING AND STORAGE AREA.
3. CONSTRUCT THE SILT FENCES ON THE SITE.
4. CONSTRUCT THE SEDIMENTATION AND SEDIMENT TRAP BASINS.
5. CLEAR AND GRUB THE SITE.
6. START CONSTRUCTION OF BUILDING PAD AND STRUCTURES.
7. BEGIN GRADING THE SITE.

PHASE II

1. TEMPORARY SEED DEMUCKED AREAS.
2. INSTALL UTILITIES, UNDERDRAINS, STORM SEWERS, CURBS AND GUTTERS.
3. INSTALL RIP RAP AROUND OUTLET STRUCTURES.
4. INSTALL INLET PROTECTION AROUND ALL STORM SEWER STRUCTURES.
5. PREPARE SITE FOR PAVING.
6. PAVE SITE.
7. INSTALL INLET PROTECTION DEVICES.
8. COMPLETE GRADING AND INSTALL PERMANENT SEEDING AND PLANTING.
9. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES (ONLY IF SITE IS STABILIZED.)

DEVELOPER / OWNER

SITE OPERATOR / GENERAL CONTRACTOR:

NAME_____

SUPERINTENDENT:

NAME_____

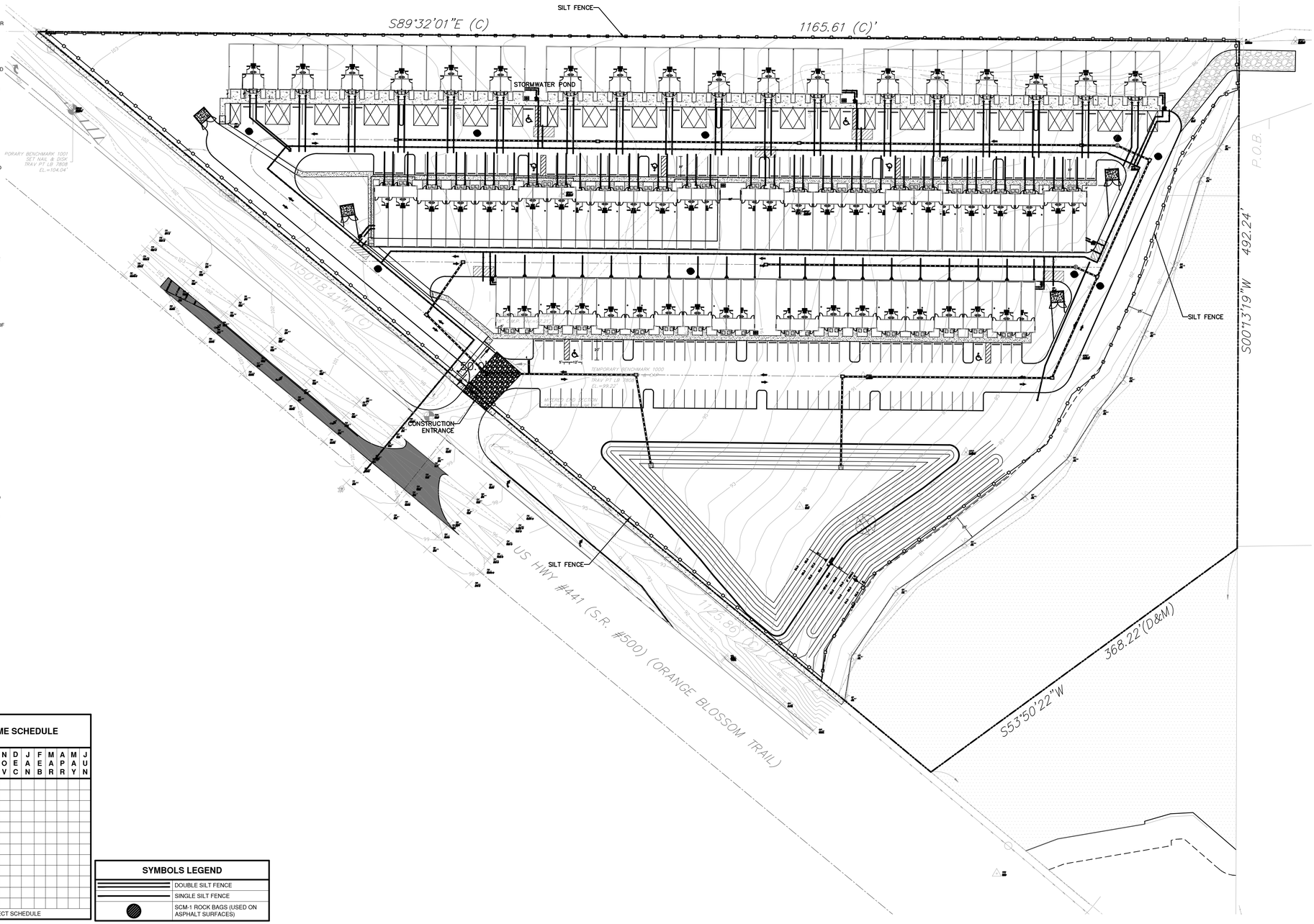
SOIL EROSION / SEDIMENTATION CONTROL OPERATION TIME SCHEDULE

CONSTRUCTION SEQUENCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
ROUGH GRADE / SEDIMENT CONTROL																		
TEMPORARY CONTROL MEASURES																		
STRIP & STOCKPILE TOPSOIL																		
STORM FACILITIES																		
TEMPORARY CONSTRUCTION ROADS																		
FOUNDATION / BUILDING CONSTRUCTION																		
SITE CONSTRUCTION																		
PERMANENT CONTROL STRUCTURES																		
FINISH GRADING																		
LANDSCAPING / SEED / FINAL STABILIZATION																		

NOTE: GENERAL CONTRACTOR TO COMPLETE TABLE WITH THEIR SPECIFIC PROJECT SCHEDULE

SYMBOLS LEGEND

	DOUBLE SILT FENCE
	SINGLE SILT FENCE
	SCM-1 ROCK BAGS (USED ON ASPHALT SURFACES)



N

W E

S

GRAPHIC SCALE

50 0 25 50 100

(IN FEET)
1 inch = 50 ft.

RCE Consultants
Engineering Real Solutions

1291 SOUTH ORANGE BLOSSOM TRAIL
SWPPP PLAN
CITY OF APOPKA, FLORIDA

NO:	DATE:	REVISION / ISSUE DATE:	BY:
1	10/25/2023	COUNTY COMMENTS	LMP

RCE CONSULTANTS, LLC
617 Arvern Drive
Altamonte Springs, FL 32701
Phone No. 407-452-8633
LARRY@RCECONSULTANTS.NET

Engineer of Record

1/7/2024

Laurence Poliner
#56974

This item has been electronically signed and sealed by Laurence Poliner, P.E., on the date delinated using a digital signature.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copy.

PROJECT #: 12.2023

DRAWN:LMP CHECKED: LMP

DATE: APRIL 2023

SHEET: C-6.0

SCALE: 1"=60'

SWPP PLAN

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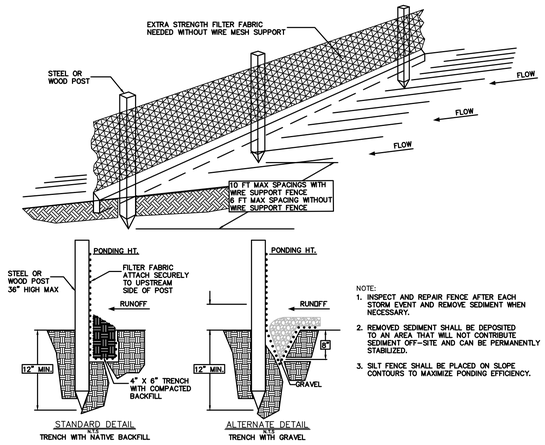
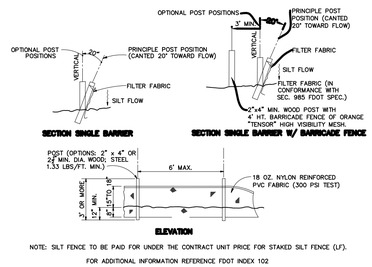


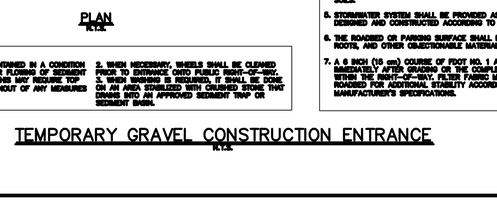
NOTE:
1. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY.
2. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.
3. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.

SILT FENCE INSTALLATION
N.T.S



NOTE: SILT FENCE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE (LF).
FOR ADDITIONAL INFORMATION REFERENCE FDOT INDEX 102

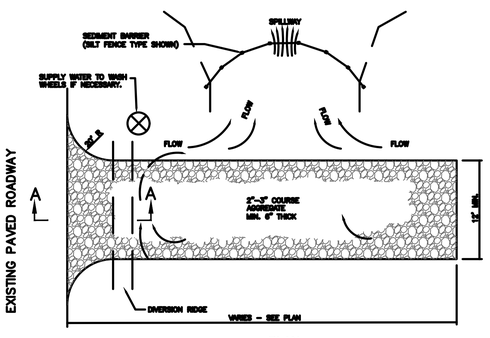
STAKED TURBIDITY BARRIER
N.T.S.



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.

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. POSTS IN STAKED TURBIDITY BARRIERS TO BE INSTALLED IN VERTICAL POSITION UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

TURBIDITY BARRIER APPLICATIONS
N.T.S.



PLAN
N.T.S.

SECTION 'A–A'
N.T.S.

NOTE:
USE SWEDGES, SILT FENCES, OR OTHER APPROVED METHODS TO CHANNELIZE RUNOFF TO BASIN AS REQUIRED.

GENERAL NOTES

TEMPORARY ACCESS ROADS AND PARKING AREAS.

1. TEMPORARY ROADS SHALL FOLLOW THE CONTOUR OF THE NATURAL TERRAIN TO THE EXTENT POSSIBLE. SLOPES SHOULD NOT EXCEED 10 PERCENT.
2. TEMPORARY PARKING AREAS SHOULD BE LOCATED ON NATURALLY FLAT AREAS TO MINIMIZE GRADING. GRADED SHOULD BE SUFFICIENT TO PROVIDE DRAINAGE BUT SHOULD NOT EXCEED 4 PERCENT.
3. ROADBEDS SHALL BE AT LEAST 14 FEET (5.5 m) WIDE FOR ONE-WAY TRAFFIC AND 20 FEET (8 m) WIDE FOR TWO-WAY TRAFFIC.
4. ALL CUTS AND FILLS SHALL HAVE SIDE SLOPES THAT ARE STABLE FOR THE PARTICULAR SOIL. SLOPES OF 3:1 OR FLATTER ARE RECOMMENDED FOR CLAY SOILS, AND SLOPES OF 3:1 OR FLATTER ARE RECOMMENDED FOR SANDY SOILS.
5. STORMWATER SYSTEM SHALL BE PROVIDED AS NEEDED AND SHALL BE DESIGNED AND CONSTRUCTED ACCORDING TO APPLICABLE REGULATIONS.
6. THE ROADBED OR PARKING SURFACE SHALL BE CLEARED OF ALL VEGETATION, ROOTS, AND OTHER OBJECTIONABLE MATERIAL.
7. A 6 INCH (15 cm) COURSE OF FDOT NO. 1 AGGREGATE SHALL BE APPLIED IMMEDIATELY AFTER GRADING OR THE COMPLETION OF UTILITY INSTALLATION WITHIN THE RIGHT-OF-WAY. FILTER FABRIC MAY BE APPLIED TO THE ROADBED FOR ADDITIONAL STABILITY ACCORDING TO THE FABRIC MANUFACTURER'S SPECIFICATIONS.

NOTE:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

TEMPORARY GRAVEL CONSTRUCTION ENTRANCE
N.T.S.

EROSION CONTROL NOTES

DURING ALL PHASES OF CONSTRUCTION THE SITE GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS SHALL EXERCISE MEASURES TO PREVENT THE EROSION OF SOILS DUE TO THE ACTION OF THE WATER AND WIND. THE CONTRACTS SHALL USE THE FOLLOWING MEASURES TO ACCOMPLISH THIS OBJECTIVE:

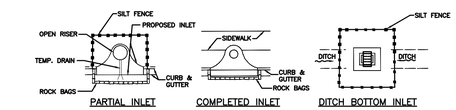
A. SURFACE PROTECTION
1. CLEARING SHALL BE LIMITED SO AS TO EXPOSE THE SMALLEST POSSIBLE AREA OF LAND FOR THE SHORTEST POSSIBLE TIME.
2. EXPOSED AREAS SHALL BE IMMEDIATELY GRADED AND PROTECTED WITH TEMPORARY OR PERMANENT COVER, SUCH AS SOD, SEED AND MULCH, CROWVETCH, LESPEDEZA OR CREEPER. NEWLY GRADED CHANNELS OR STEEP SLOPES WILL REQUIRE THE USE OF FIBROUS MATTING, NETTING OF SEEDED AND MULCHED AREAS, OR THE STAKING OR SHINGLING OF SOD WHILE VEGETATION IS BECOMING ESTABLISHED.

B. RUN-OFF CONTROL
1. LONG AND/OR STEEP SLOPES WILL REQUIRE CONTOUR BENCHING AND FURROWING, OR BERMS TO REDUCE RUN-OFF VELOCITIES.

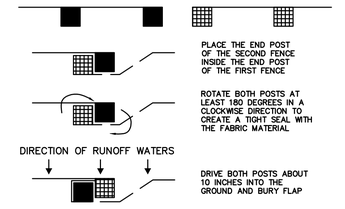
C. SEDIMENT TRAPPING
1. THE TRAPPING OF ERODED PARTICLES WILL BE ACCOMPLISHED BY THE DIVERSION OF RUN-OFF TO SEDIMENT BASINS, EXCAVATION TRAPS, BERMS, STAKED SYNTHETIC HAY BALES, OR FLOATING SILT CURTAINS.
2. THE PROPOSED RETENTION AND/OR DETENTION POND(S) ALONG WITH ANY ENVIRONMENTAL BERM(S)/REAR YARD SWALE(S) SHALL BE CONSTRUCTED FIRST. THE POND(S) AND OUTFALL STRUCTURE(S) MUST BE COMPLETE AND OPERATIONAL PRIOR TO THE PLACEMENT OF ANY IMPERVIOUS SURFACE.
3. TRAPPING DEVICES SHALL BE PERIODICALLY INSPECTED DURING DRY PERIODS AND AFTER EACH RAINFALL EVENT BY THE SITE CONTRACTOR. TRAPPING DEVICES SHALL BE REPLACED IF DETERMINED TO BE INCAPABLE OF PERFORMING INTENDED FUNCTION OF SEDIMENT TRAPPING.
4. TRAPPING DEVICES SHALL REMAIN IN PLACE UNTIL A VEGETATIVE COVER HAS ESTABLISHED SUFFICIENTLY TO STABILIZE THE SOILS AND PREVENT EROSION.

D. SOIL MOISTURE
1. THE CONTRACTOR SHALL HAVE AVAILABLE ON THE CONSTRUCTION SITE A WATER SOURCE CAPABLE OF APPLYING WATER TO DRY EXPOSED SOIL IN ORDER TO PREVENT WIND EROSION. THE APPLICATION RATE AND MANNER SHALL BE SUCH THAT SOIL MOISTURE IS ATTAINED AND NO SURFACE RUN-OFF IS CREATED.

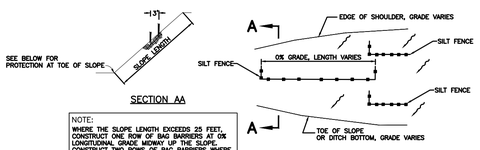
E. RESPONSIBILITY
1. THE CONTRACTOR SHALL BE HELD RESPONSIBLE UNTIL THE CERTIFICATE OF COMPLETION IS ISSUED. AFTER THAT, THE OWNER WILL BE RESPONSIBLE FOR MAINTENANCE OF THE STORMWATER COLLECTION AND RETENTION SYSTEM.

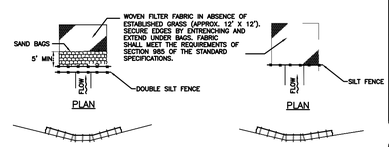


PROTECTION AROUND INLETS OR SIMILAR STRUCTURES

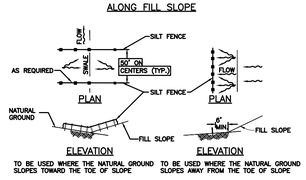


SILT FENCE ATTACHMENT DETAIL
N.T.S.





BARRIERS FOR UNPAVED DITCHES



BARRIERS FOR FILL SLOPES

BARRIERS LAYOUT DETAIL
NOT TO SCALE

RCE Consultants
Engineering Real Solutions

1291 SOUTH ORANGE BLOSSOM TRAIL
EROSION CONTROL DETAILS
CITY OF APOPKA, FLORIDA

NO:	DATE:	REVISION / ISSUE DATE:	BY:
1	10/25/2023	COUNTY COMMENTS	LMP

RCE CONSULTANTS, LLC
617 Avern Drive
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LARRY@RCECONSULTANTS.NET

Engineer of Record
12/2024
STATE OF FLORIDA
Laurence Poliner
#56974
This item has been electronically signed and sealed by Laurence Poliner, P.E., on the date delinated using a digital signature.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copy.

PROJECT #: 12.2023
DRAWN:LMP CHECKED: LMP
DATE: APRIL 2023
SHEET: C-6.1
SCALE: 1"=50'
EROSION CONTROL DETAILS

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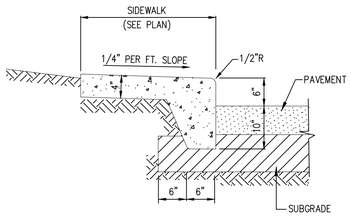
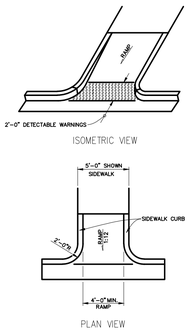


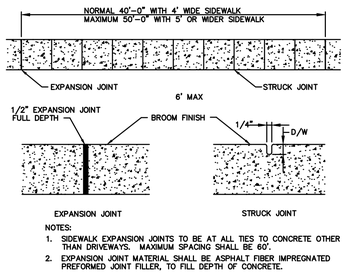
1 MONOLITHIC CURB & SIDEWALK DETAIL
(3,500 PSI (MIN))

NTS



2 CURB RAMP, CR-E
(PER FDOT INDEX 522-002)

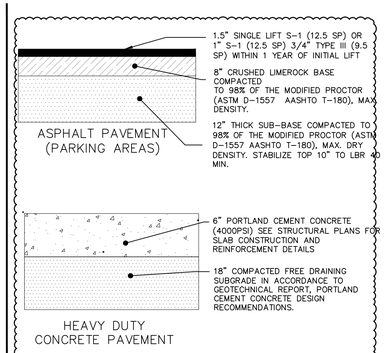
NTS



NOTES:
1. SIDEWALK EXPANSION JOINTS TO BE AT ALL TIES TO CONCRETE OTHER THAN DRIVEWAYS. MAXIMUM SPACING SHALL BE 60'.
2. EXPANSION JOINT MATERIAL SHALL BE ASPHALT FIBER IMPREGNATED PREFORMED JOINT FILLER, TO FILL DEPTH OF CONCRETE.

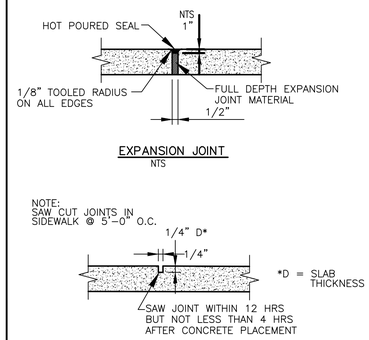
3 CONCRETE SIDEWALK
(3,500 PSI (MIN))

NTS



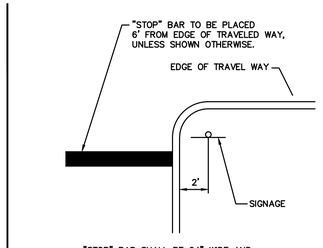
4 PAVEMENT DETAILS

NTS



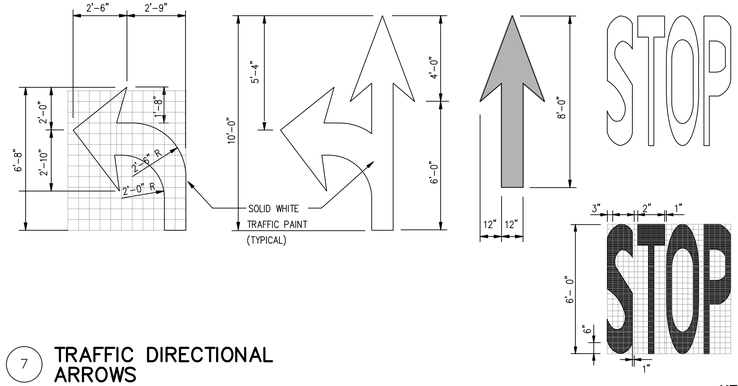
5 SAWED CONSTRUCTION JOINT

NTS



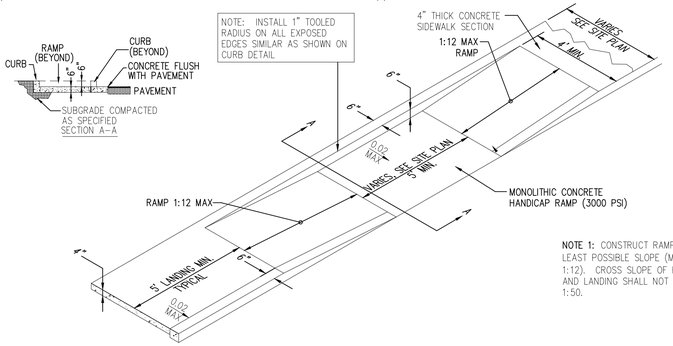
6 STOP BAR W/ SIGNAGE

NTS



7 TRAFFIC DIRECTIONAL ARROWS

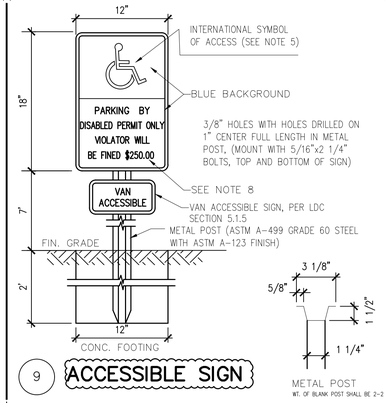
NTS



NOTE 1: CONSTRUCT RAMP TO LEAST POSSIBLE SLOPE (MAX = 1:12). CROSS SLOPE OF RAMP AND LANDING SHALL NOT EXCEED 1:50.

8 SIDE WALK HANDICAP RAMP
3000 PSI (MIN.) CONCRETE

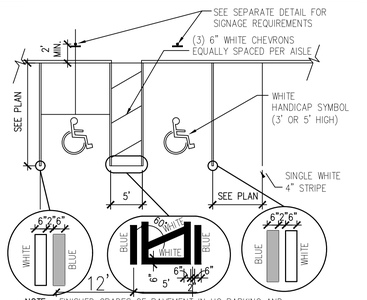
NTS



9 ACCESSIBLE SIGN

NTS

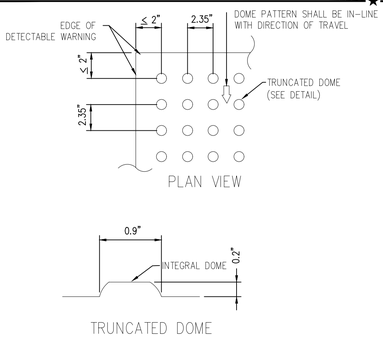
NOTES:
1. ONE (1) SIGN REQUIRED FOR EACH PARKING SPACE.
2. METAL POST TO BE GALVANIZED. ALL BOLTS, NUTS WASHERS AND SCREWS MUST BE RUSTPROOF.
3. CONCRETE FOR FOOTING SHALL BE PORTLAND CEMENT AND HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 p.s.i.
4. SIGNS WILL BE FABRICATED BY USING REFLECTING COATING IN THE SYMBOL, MESSAGE AND BORDER APPLIED TO A SHEET ALUMINUM BACKING (.080) IN THICKNESS.
5. MESSAGE LETTERING SHALL BE UPPER CASE (WHITE)(SERIES B) 2" HIGH IN ACCORDANCE WITH MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
6. THE SYMBOL IS COMPOSED OF TWO ELEMENTS, A WHITE WHEELCHAIR FIGURE (WHICH SHOULD ALWAYS FACE RIGHT) ON A SQUARE BACKGROUND, INTERNATIONAL BLUE IN COLOR (FED. STD. 595a, COLOR #15180).
7. SIGN POST SHALL BE MIN. 1' CLEAR FROM BACK OF WHEEL STOP OR CURB.
8. CONTRACTOR SHALL VERIFY FINE AMOUNT WITH LOCAL ORDINANCE.



NOTE: FINISHED GRADES OF PAVEMENT IN HC PARKING AND ACCESSIBILITY AISLE SHALL NOT EXCEED 1:50 SLOPE IN ANY DIRECTION.
SEE PLAN FOR STYLE OF HANDICAP RAMP
HANDICAP STRIPING SHALL CONFORM TO FDOT INDEX 17346 (LATEST EDITION)

10 ACCESSIBLE SPACE STRIPING

NTS

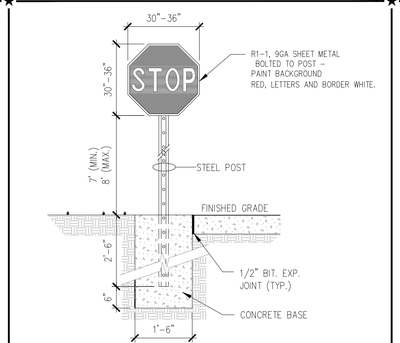


11 CURB RAMP DETECTABLE WARNING
3000 PSI (MIN.) CONCRETE

NTS

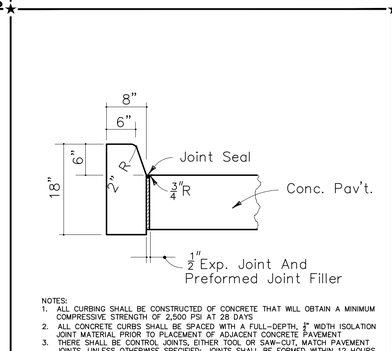
NOTE:

1. CURB RAMP RUNNING SLOPES SHALL NOT BE STEEPER THAN 1:12 AND CROSS SLOPE SHALL BE 0.02 OR FLATTER.
2. DETECTABLE WARNING SURFACES SHALL BE CONSTRUCTED BY TEXTURING OR APPLYING A TRUNCATED DOME MATERIAL IN CONFORMANCE WITH THE U.S. DEPARTMENT OF JUSTICE A.D.A. STANDARDS FOR ACCESSIBLE DESIGN, A.D.A. ACCESSIBILITY GUIDELINES, SECTION 4.29.2. TRANSITION SLOPES ARE NOT TO HAVE DETECTABLE WARNINGS.
3. WHERE A CURB RAMP IS CONSTRUCTED WITHIN AN EXISTING CURB, CURB AND GUTTER AND/OR SIDEWALK, THE EXISTING CURB OR CURB AND GUTTER SHALL BE REMOVED TO THE NEAREST JOINT BEYOND THE CURB TRANSITIONS OR TO THE EXTENT THAT NO REMAINING SECTION OF CURB OR CURB AND GUTTER IS LESS THAN 5' LONG, THE EXISTING SIDEWALK SHALL BE REMOVED TO THE NEAREST JOINT BEYOND THE TRANSITION SLOPE WALK AROUND OR TO THE EXTENT THAT NO REMAINING SECTION OF SIDEWALK IS LESS THAN 5'.
4. WHERE ADJACENT WALKING SURFACES ARE COLORED OR ARE CONSTRUCTED WITH MATERIALS OTHER THAN STANDARD CLASS I PORTLAND CEMENT CONCRETE IN ACCORDANCE WITH SECTION 522 OF THE SPECIFICATIONS, THE PLAN MUST PROVIDE FOR DETECTABLE WARNING SURFACE COLORS OR MATERIALS THAT PROVIDE THE NECESSARY CONTRAST, EITHER DARK-ON-LIGHT OR LIGHT-ON-DARK. (SAFETY YELLOW OR BRICK RED)
5. RECOMMENDED MANUFACTURER: ENGINEERED PLASTICS, INC. (ARMOR TILE) OLYMPIC TOWERS, 300 PEARL STREET, SUITE 200, BUFFALO, NY 14202. PHONE: (800) 682-2525



12 STOP SIGN

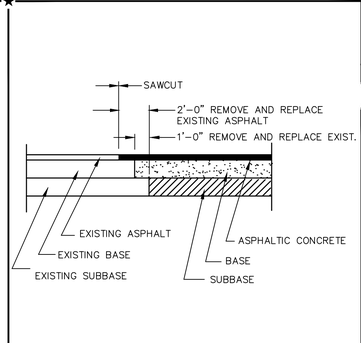
NTS



NOTES:
1. ALL CURBING SHALL BE CONSTRUCTED OF CONCRETE THAT WILL OBTAIN A MINIMUM COMPRESSIVE STRENGTH OF 2,500 PSI AT 28 DAYS.
2. ALL CONCRETE CURBS SHALL BE SPACED WITH A FULL-DEPTH, 1" WIDTH ISOLATION JOINT MATERIAL PRIOR TO PLACEMENT OF ADJACENT CONCRETE PAVEMENT
3. THERE SHALL BE CONTROL JOINTS, EITHER TOOL OR SAW-CUT, MATCH PAVEMENT JOINTS, UNLESS OTHERWISE SPECIFIED; JOINTS SHALL BE FORMED WITHIN 12 HOURS OF PLACEMENT

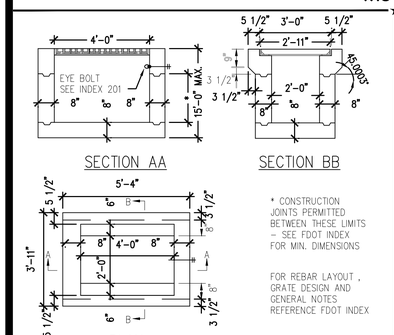
13 FDOT TYPE D CURB
(3,500 PSI (MIN))

NTS



14 SAW CUT DETAIL

NTS

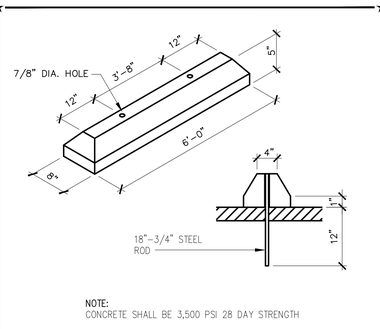


* CONSTRUCTION JOINTS PERMITTED BETWEEN THESE LIMITS - SEE FDOT INDEX FOR MIN. DIMENSIONS

FOR REBAR LAYOUT, GRATE DESIGN AND GENERAL NOTES REFERENCE FDOT INDEX

15 TYPE "F" INLET
(REF: FDOT INDEX 425-053)

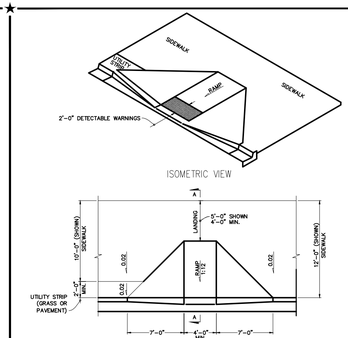
NTS



NOTE:
CONCRETE SHALL BE 3,500 PSI 28 DAY STRENGTH

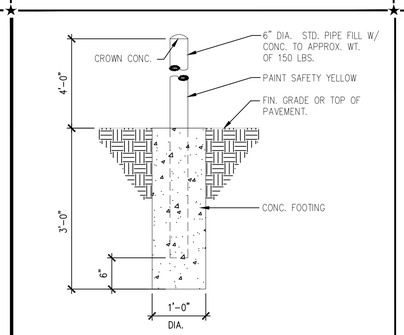
16 CONCRETE WHEEL STOP

NTS



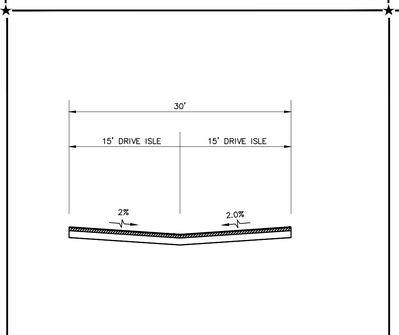
17 CURB RAMP, CR-A
(PER FDOT INDEX 522-002)

NTS



18 BOLLARD

NTS



19 DRIVE ISLE DETAIL

NTS

PHASE I
ENVIRONMENTAL SITE ASSESSMENT

1250 Hobbs Road
Auburndale, Polk County, Florida

PREPARED FOR:

GPM, LLC
35 Center Street
Chicopee, MA 01013

FES PROJECT NO.: 20-4893

November 23, 2020

PRESENTED BY:

FAULKNER ENGINEERING SERVICES, Inc.
2734 Causeway Center Drive
Tampa, Florida 33619

RCE Consultants
Engineering Real Solutions

1291 SOUTH ORANGE BLOSSOM TRAIL
CONSTRUCTION DETAILS
CITY OF APOPKA, FLORIDA

NO:	DATE:	REVISION / ISSUE DATE:	BY:
1	10/25/2023	COUNTY COMMENTS	LMP

RCE CONSULTANTS, LLC
617 Arvern Drive
Altamonte Springs, FL 32701
Phone No. 407-452-8633
LARRY@RCECONSULTANTS.NET

Engineer of Record

STATE OF FLORIDA — Laurence Polliner — #56974 — 10/27/2024

Laurence Polliner
#56974

This item has been electronically signed and sealed by Laurence Polliner, P.E., on the date delinated using a digital signature.
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PROJECT #: 12.2023
DRAWN:LMP CHECKED: LMP
DATE: APRIL 2023
SHEET: C-7.0
SCALE: N/A

CONSTRUCTION DETAILS

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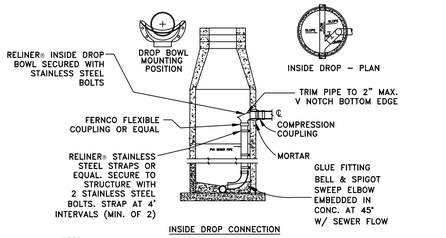
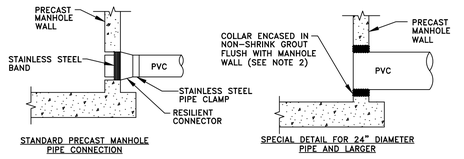


INSIDE DROP CONNECTION

NOTES:

1. ALL INSIDE DROP CONNECTIONS FOR SERVICES AND COLLECTOR SEWERS SHALL USE THE DROP BOWL AS PRODUCED BY:
   RELINER-DURAN, INC.
   53 MT. ARCHER RD,
   LYME, CT 06371
   (860)434-0277 FAX: (860)434-3195 OR EQUAL.
2. SECURE DROP PIPE TO MANHOLE WALL WITH RELINER-DURAN, INC STAINLESS STEEL ADJUSTABLE CLAMPING BRACKETS.
3. FORCE MAIN RECEIVING MANHOLES MAY BE REQUIRED TO BE LINED IN ACCORDANCE WITH THE CITY OF APOPKA LIST OF APPROVED MATERIALS AND PRODUCTS AS DIRECTED BY THE CITY.



STANDARD PRECAST MANHOLE PIPE CONNECTION

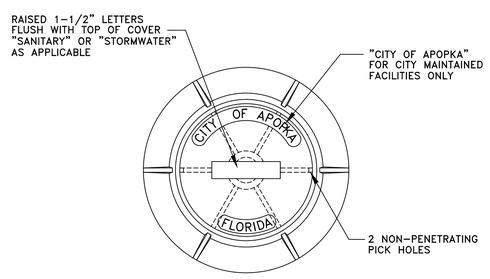
SPECIAL DETAIL FOR 24" DIAMETER PIPE AND LARGER

NOTES:

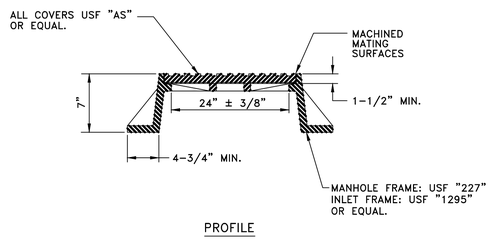
1. DROP PIPE AND FITTINGS SHALL BE OF EQUAL SIZE AND MATERIAL AS THE INFLUENT SEWER.
2. THE CITY MAY APPROVE ALTERNATE WATERTIGHT CONNECTION DETAILS FOR CONNECTION OF 24" DIAMETER PIPES AND LARGER.
3. AN INSIDE DROP CONNECTION SHALL BE REQUIRED FOR ALL INFLUENT WHICH HAVE AN INVERT 24" OR MORE ABOVE THE OUTFLOW PIPE INVERT.
4. CONCRETE TO BE MINIMUM OF 3000 PSI.

MANHOLE CONNECTION DETAILS

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2015	FIG. 201



PLAN



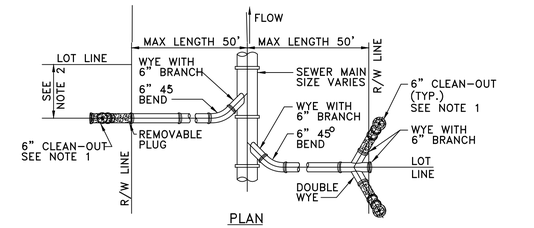
PROFILE

NOTES:

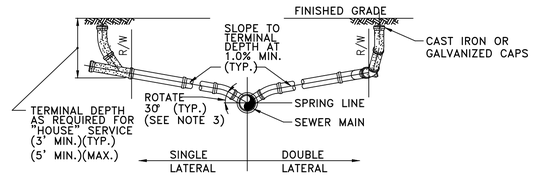
1. MANHOLE FRAME AND COVER ARE TO BE TRAFIC BEARING RATED H-20, CLASS 30 MEETING ASTM A 48.

STANDARD MANHOLE FRAME AND COVER

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 202



PLAN



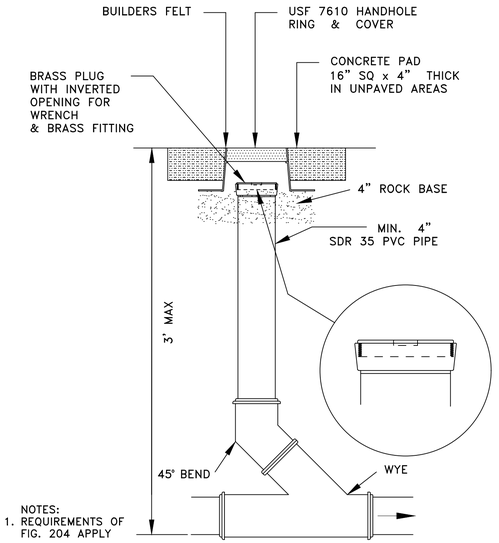
PROFILE

NOTES:

1. CLEAN-OUT (SHOWN SHADED) SHALL BE INSTALLED BY THE BUILDER IN ACCORDANCE WITH STANDARD PLUMBING CODE.
2. LOCATE SINGLE LATERAL AS CLOSE TO LOT LINE AS POSSIBLE.
3. INVERT OF SERVICE LATERAL SHALL NOT ENTER SEWER MAIN BELOW SPRING LINE.
4. RESIDENTIAL SERVICES SHALL BE 4 INCHES & NON-RESIDENTIAL SERVICES SHALL BE 6 INCHES IN DIAMETER AS A MINIMUM.
5. GALVANIZED, OR CAST IRON CLEAN-OUT CAP SHALL BE USED ON THE STUBOUT FOR EACH SERVICE.
6. LATERAL SHALL BE MARKED WITH AN "S" STAMPED OR CUT IN THE CURB.

SERVICE LATERAL DETAIL

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 204

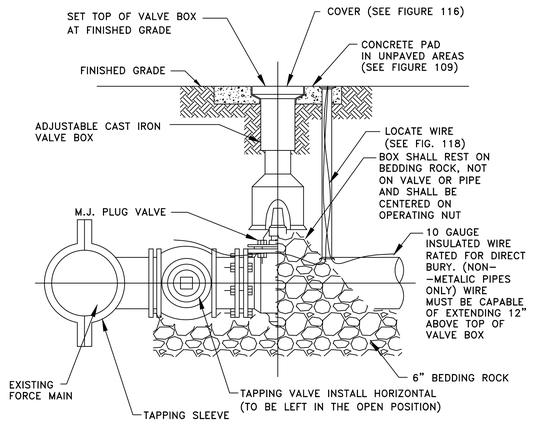


NOTES:
1. REQUIREMENTS OF FIG. 204 APPLY

SANITARY SEWER SERVICE TRAFFIC RATED CLEAN-OUT DETAIL

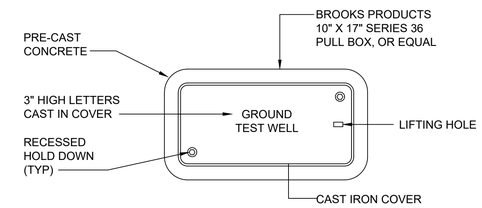
NTS

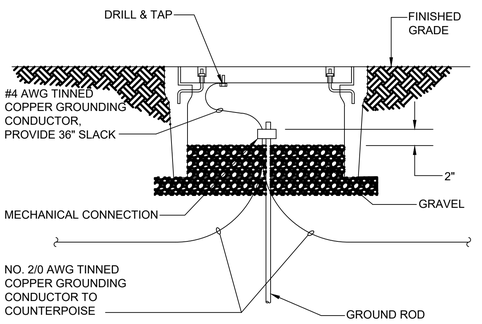
CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 205



FORCE MAIN WET TAP TIE-IN DETAIL

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 206





GROUND TEST WELL

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 307 B

RCE Consultants
Engineering Real Solutions

1291 SOUTH ORANGE BLOSSOM TRAIL
UTILITY DETAILS
CITY OF APOPKA, FLORIDA

NO:	DATE:	REVISION / ISSUE DATE:	BY:

RCE CONSULTANTS, LLC
617 Arvern Drive
Altamonte Springs, FL 32701
Phone No. 407-452-8633
LARRY@RCECONSULTANTS.NET

Engineer of Record

7/2024

Laurence Poliner
#56974

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PROJECT #: 12.2023
DRAWN:LMP CHECKED: LMP
DATE: APRIL 2023
SHEET: C-7.1
SCALE: N/A

UTILITY DETAILS

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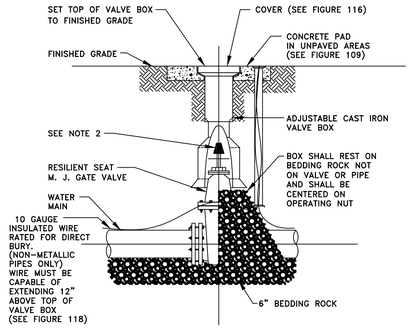
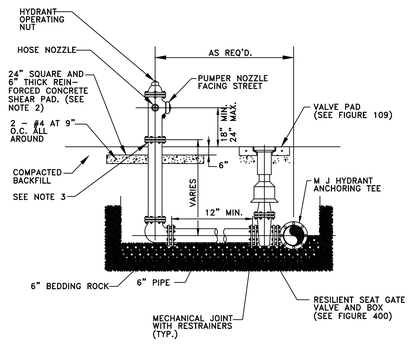


NOTES:

1. PVC EXTENSIONS MAY BE USED ON VALVE BOX INSTALLATION.
2. THE ACTUATING NUT FOR DEEPER VALVES SHALL BE EXTENDED TO WITHIN A 3 FEET BELOW FINISHED GRADE.

GATE VALVE AND BOX DETAIL

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 400

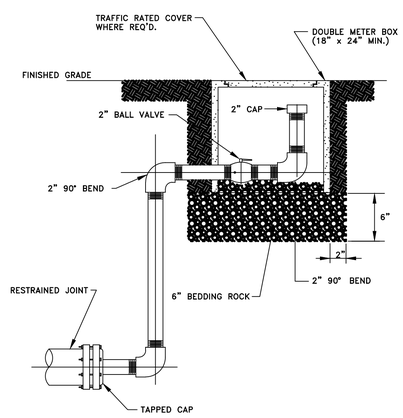


NOTES:

1. FIRE HYDRANT SHALL BE SUPPLIED WITHOUT A WEEP HOLE, OR WITH A PERMANENTLY PLUGGED WEEP HOLE.
2. THE SHEAR PAD SHALL BE RECESSED SIX (6) INCHES BELOW THE FINISHED GRADE AND THE RECESSED SECTION SODDED.
3. CLEARANCE BETWEEN BOTTOM OF BOLTS AND TOP OF SHEAR PAD SHALL BE A TWELVE (12) INCH MINIMUM.
4. FIRE HYDRANTS SHALL BE IDENTIFIED IN ACCORDANCE WITH THE CITY OF APOPKA UTILITIES DESIGN CONSTRUCTION STANDARDS MANUAL.

FIRE HYDRANT ASSEMBLY DETAIL

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 402

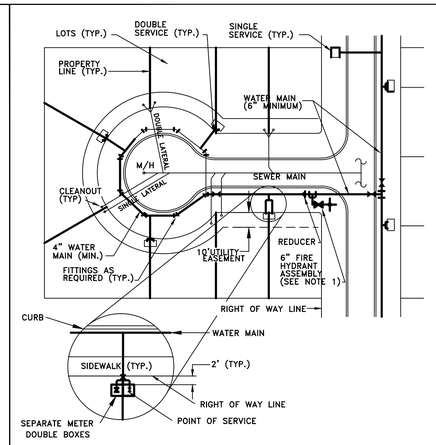


NOTES:

1. ALL 2 INCH PIPE AND FITTINGS SHALL BE SCHEDULE 40 GALVANIZED STEEL OR BRASS WITH THREADED (NPT) JOINTS. USE TEFLON TAPE ON JOINTS.
2. COLOR SHALL BE APPROPRIATE FOR USE.

BLOWOFF VALVE DETAIL

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 403

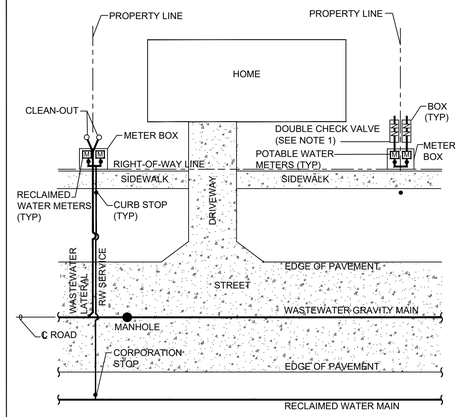


NOTES:

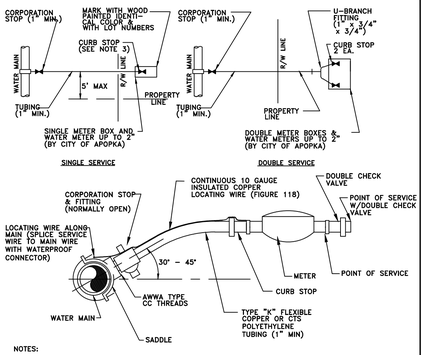
1. ANCHORING TYPE 90° BEND SHALL ONLY BE USED WHERE RIGHT-OF-WAY CONSTRUCTION WILL NOT ALLOW INSTALLATION OF A STRAIGHT ASSEMBLY.
2. POTABLE WATER AND RECLAIMED WATER MAINS SHALL BE LOOPED THROUGHOUT CUL-DE SAC.

TYPICAL SERVICE LOCATION DETAIL

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2016	FIG. 404



TYPICAL RECLAIM WATER DOUBLE SERVICE DETAIL

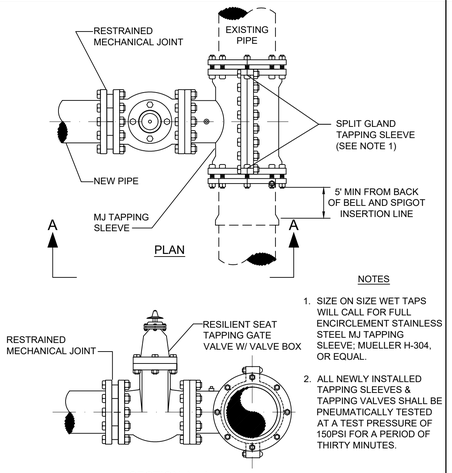


NOTES:

1. ALL FITTINGS SHALL BE BRASS WITH COMPRESSION/PACK JOINT TYPE CONNECTIONS.
2. NO SERVICE LINE SHALL TERMINATE UNDER A DRIVEWAY.
3. EACH SERVICE SHALL TERMINATE AT A CURB STOP(S) WHICH SHALL BE BURIED APPROXIMATELY 3" BELOW FINAL GRADE AND SHALL BE CLEARLY MARKED WITH A 2" x 2" x 18" STAKE WITH THE TOP PAINTED BLUE FOR POTABLE WATER AND PURPLE FOR RECLAIMED WATER, AND MARKED WITH THE NUMBER OF THE LOT(S) TO BE SERVED.
4. RECLAIMED WATER SERVICES SHALL USE PURPLE COLORED CTS POLYETHYLENE TUBING.
5. POTABLE WATER SERVICES SHALL USE BLUE COLORED CTS POLYETHYLENE TUBING.
6. ALL SERVICE UNDER EXISTING OR PROPOSED PAVEMENT SHALL BE INSTALLED IN A MINIMUM 2" PVC SLEEVE.

WATER SERVICE CONNECTION DETAIL

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2016	FIG. 405

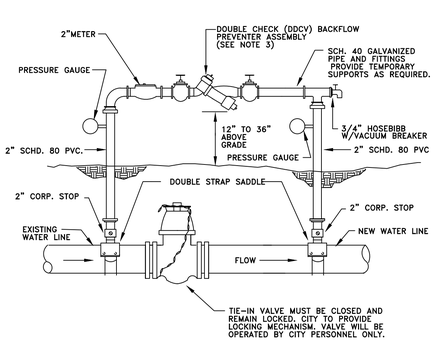


NOTES

1. SIZE ON SIZE WET TAPS WILL CALL FOR FULL ENCIRCLEMENT STAINLESS STEEL MJ TAPPING SLEEVE; MUELLER H-304, OR EQUAL.
2. ALL NEWLY INSTALLED TAPPING SLEEVES & TAPPING VALVES SHALL BE PNEUMATICALLY TESTED AT A TEST PRESSURE OF 150PSI FOR A PERIOD OF THIRTY MINUTES.

WATER AND RECLAIMED WATER MAINS WET TAP TIE-IN DETAIL

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 406

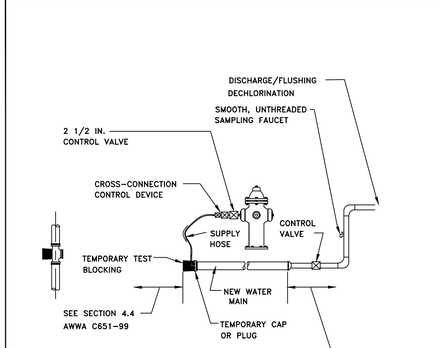


NOTE:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIALS, ASSEMBLY, AND THE INSTALLATION OF THE DEVICE.
2. SEE FIGURE 504C FOR PROCEDURES.
3. DDCV IS MINIMUM PROTECTION REQUIRED. A RPZ DEVICE MAY BE REQUIRED DEPENDING ON PROJECT. PROVIDE COPY OF LATEST CERTIFICATION TEST RESULTS.

TEMPORARY JUMPER CONNECTION

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 504 A

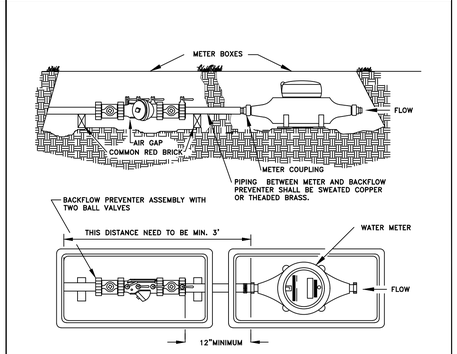


NOTE:

1. SEE FIGURE 504C FOR PROCEDURES.

TEMPORARY JUMPER CONNECTION FROM FIRE HYDRANT

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 504 B



1. A 3' PIECE OF STRAIGHT PIPE MUST BE CONNECTED TO METER USING THE DESIGNATED HOLES IN THE METER BOX BEFORE ANY ANGLES ARE CONNECTED. THE SAME RULES APPLY FOR DOUBLE METER HOOK-UPS.
2. BACKFLOW DEVICE AND METER ARE TO BE SET BY THE CITY FOR METERS 2-INCH OR LESS IN SIZE.

POTABLE WATER SERVICE DETAIL FOR LOTS SERVED WITH RECLAIMED WATER

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 505

RCE Consultants
Engineering Real Solutions

1291 SOUTH ORANGE BLOSSOM TRAIL
UTILITY DETAILS
CITY OF APOPKA, FLORIDA

NO:	DATE:	REVISION / ISSUE DATE:	BY:

RCE CONSULTANTS, LLC
617 Arvern Drive
Altamonte Springs, Fl. 32701
Phone No. 407-452-8633
LARRY@RCECONSULTANTS.NET

Engineer of Record

12/7/2024

Laurence Poliner
#56974

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PROJECT #: 12.2023
DRAWN:LMP CHECKED: LMP
DATE: APRIL 2023
SHEET: C-7.2
SCALE: N/A

UTILITY DETAILS

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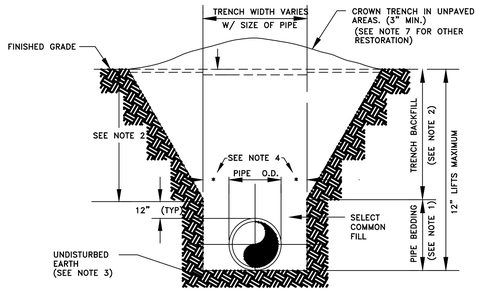
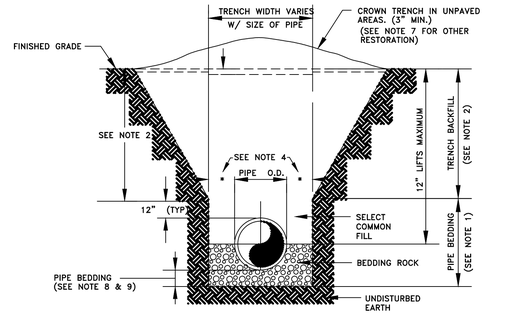


NOTES:

1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 98% UNDER PAVEMENT OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 98% UNDER PAVEMENT OF THE MAXIMUM DENSITY AS TO AASHTO T-180.
3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE A BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY THE CITY.
4. (*): 15" MAX. FOR PIPE DIAMETERS LESS THAN 24", AND 24" FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
7. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES.
8. SURFACE RESTORATION WITHIN CITY RIGHT-OF-WAY, SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS.
9. ALL UNPAVED DISTURBED AREAS SHALL BE SODDED TO MATCH ADJACENT DOMINATE GRASS SPECIES.

TYPE "B" BEDDING AND OPEN-CUT DETAIL

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 100



NOTES:

1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 98% UNDER PAVEMENT OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 98% UNDER PAVEMENT OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
3. USE OF TYPE A BEDDING TO BE DETERMINED IN THE FIELD AS DIRECTED BY THE CITY.
4. (*): 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
7. GRAVITY SEWERS SHALL UTILIZE TYPE A BEDDING IF REQUIRED BY THE CITY. BEDDING DEPTH SHALL BE 4" MINIMUM FOR PIPE DIAMETER LESS THAN 15" AND 6" MINIMUM FOR PIPE DIAMETER 16" AND LARGER.
8. DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING ROCK BELOW THE PIPE. THE CITY SHALL DETERMINE IN THE FIELD IF REMOVAL OF UNSUITABLE MATERIAL IS REQUIRED TO REACH A SUITABLE FOUNDATION.
9. ALL UNPAVED DISTURBED AREAS SHALL BE SODDED TO MATCH ADJACENT DOMINATE GRASS SPECIES.
10. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF THE GOVERNING AGENCIES. SURFACE RESTORATION WITHIN CITY RIGHT-OF-WAY, SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS.

TYPE "A" BEDDING AND OPEN-CUT DETAIL

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 101

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

	PIPE SIZE										
	6"	8"	10"	12"	16"	18"	20"	24"	30"	36"	48"
90° BEND	33	43	51	60							
45° BEND	14	18	22	25							
22-1/2° BEND	7	9	11	12							
11-1/4° BEND	4	5	6	6							
TEE**	1	7	24	44							
REDUCER (ONE SIZE SMALLER)		41	39	40							
DEAD END	74	96	115	136							

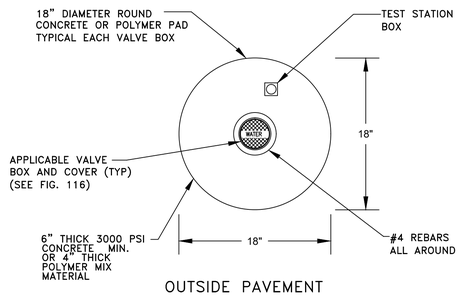
* ONLY RESTRAIN BRANCH PIPE FOR TEES. ONLY RESTRAIN LARGER PIPE FOR REDUCERS
** LENGTH ALONG RUN ASSUMED TO BE 18'

NOTES:

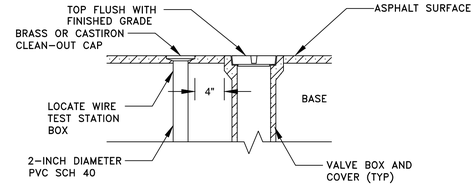
1. FITTINGS SHALL BE DUCTILE IRON RESTRAINED JOINT TYPE. FM FITTINGS TO BE LINED WITH PROTECTO 401.
2. INSTALL FULL LENGTHS OF PIPE WITH TOTAL LENGTH CONTAINING ONLY RESTRAINED JOINTS EQUAL TO OR GREATER THAN LENGTH SHOWN IN TABLE.
3. WHERE TWO OR MORE FITTINGS ARE TOGETHER, USE FITTING WHICH YIELDS GREATEST LENGTH OF RESTRAINED PIPE.
4. IN LINE VALVES AND THROUGH RUN OF TEES OUTSIDE LIMITS OF RESTRAINED JOINTS FROM OTHER FITTINGS NEED NOT BE RESTRAINED UNLESS OTHERWISE INDICATED.
5. LENGTHS SHOWN IN THE TABLE HAVE BEEN CALCULATED IN ACCORDANCE WITH THE PROCEDURE OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" AS PUBLISHED BY DIPRA, FOR PVC WITH THE FOLLOWING ASSUMPTIONS:
   TYPE OF PIPE: PVC
   WORKING PRESSURE: 150 P.S.I.** ** FM = 100 P.S.I. / WM OR RWM = 150 P.S.I.
   SOIL DESIGNATION: SM(SAND SILT)
   LAYING CONDITIONS: 3
6. FOR PIPE ENCASED IN POLYETHYLENE INCREASE THE GIVEN VALUE BY A FACTOR OF 1.5.
7. VALUES NOT LISTED IN THE TABLE TO BE COMPLETED BY THE ENGINEER.

RESTRAINED PIPE TABLE (PVC)

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 105



OUTSIDE PAVEMENT

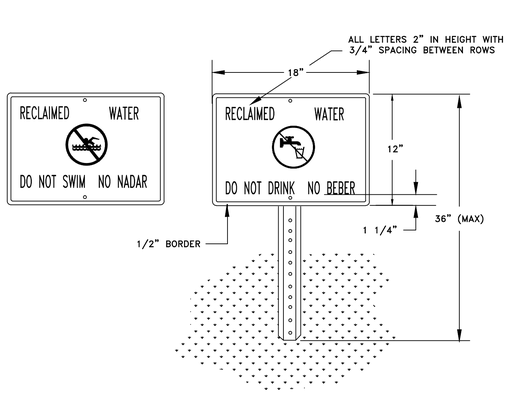


INSIDE PAVEMENT

VALVE IDENTIFICATION TAG TO BE INSTALLED BY CITY & PAID FOR BY DEVELOPER

VALVE BOX

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 109

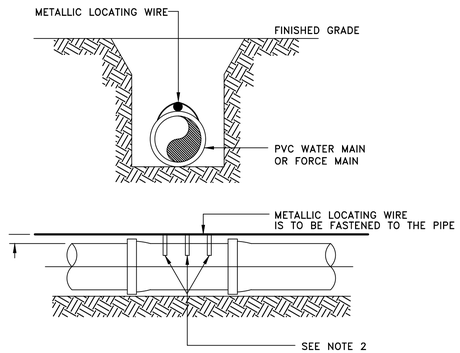


NOTES:

1. HEIGHT OF SIGN WILL DEPEND ON LOCATION AND SURROUNDING LANDSCAPE PLANT TYPES. IN ALL CASES, THE SIGN SHALL BE VISIBLE TO THE PUBLIC.
2. BACKGROUND SHALL BE WHITE. LETTERS AND FIGURES SHALL BE BLACK. PROHIBITIVE SYMBOL SHALL BE RED.
3. ENGINEERING GRADE REFLECTIVE MATERIALS SHALL BE USED.
4. POST SHALL BE U CHANNEL 12 FT. 2 LB. HOT ROLLED HIGH TENSILE RAIL OR BILLET STEEL, HOT DIP GALVANIZED PER ASTM A-123.
5. MOUNTING HARDWARE SHALL BE STAINLESS STEEL.
6. SIGNS SHALL BE PLACED BY THE CONTRACTOR IN ACCORDANCE WITH THE CITY APPROVED ENGINEERING PLANS AND/OR AS APPROVED BY PUBLIC SERVICES DEPARTMENT.

RECLAIMED WATER ADVISORY SIGN

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 115

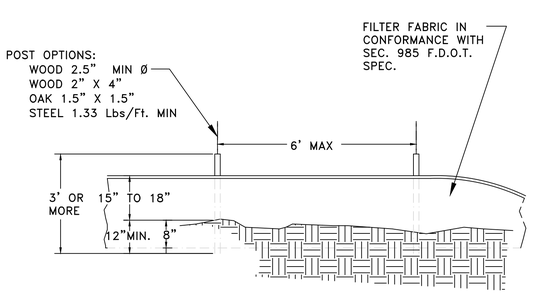


NOTES:

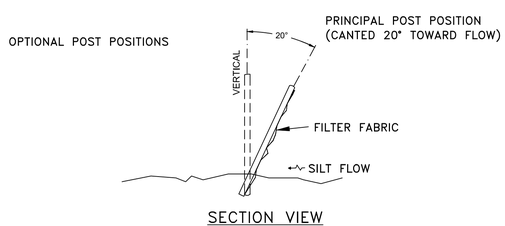
1. PVC PIPE SHALL REQUIRE INSULATED METALLIC LOCATING WIRE (10 AWG-SOLID CCS REINFORCED TRACER WIRE-INSULATED 30 MIL HDPE - 30 VOLT MFG. BY COPPERHEAD INDUSTRIES, LLC OR EQUAL) CAPABLE OF DETECTION BY A CABLE LOCATOR.
2. SHALL BE BURIED DIRECTLY ABOVE THE CENTERLINE OF THE PIPE AND ATTACHED WITH DUCT TAPE OR NYLON STRAPS AT 3 LOCATIONS PER JOINT. LOCATING WIRE SHALL TERMINATE AT THE TEST STATION BOX AS SHOWN IN FIG. 109.
3. BE CAPABLE OF EXTENDING 12" ABOVE TOP OF TEST STATION BOX IN SUCH A MANNER SO AS NOT TO INTERFERE WITH VALVE OPERATION.
4. SPLICES SHOULD BE MADE USING STANDARDS AND PRODUCTS DESIGNED FOR DIRECT BURIAL CONDUCTORS.
5. WIRE INSULATION SHALL BE COLOR CODED FOR THE TYPE OF PIPE BEING INSTALLED.

PVC PIPE LOCATING WIRE DETAIL

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 118



ELEVATION VIEW



SECTION VIEW

SILT FENCE INSTALLATION

CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 602

RCE Consultants
Engineering Real Solutions

1291 SOUTH ORANGE BLOSSOM TRAIL
UTILITY DETAILS
CITY OF APOPKA, FLORIDA

NO.	DATE:	REVISION / ISSUE DATE:	BY:

RCE CONSULTANTS, LLC
617 Arvern Drive
Altamonte Springs, FL 32701
Phone No. 407-452-8633
LARRY@RCECONSULTANTS.NET

Engineer of Record
12/7/2024
Laurence Poliner
#56974
This item has been electronically signed and sealed by Laurence Poliner, P.E. on the date delinated using a digital signature.
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PROJECT #: 12.2023
DRAWN:LMP CHECKED: LMP
DATE: APRIL 2023
SHEET: C-7.3
SCALE: N/A
UTILITY DETAILS

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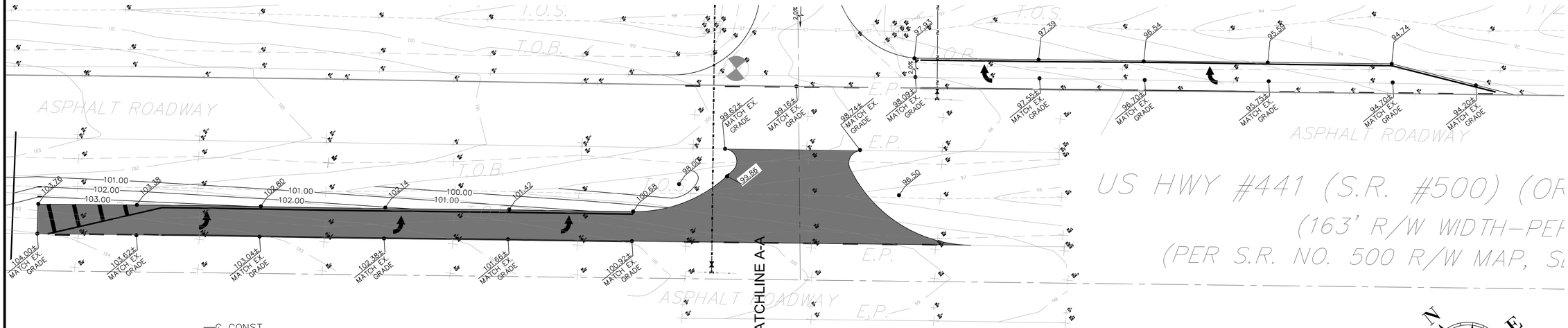
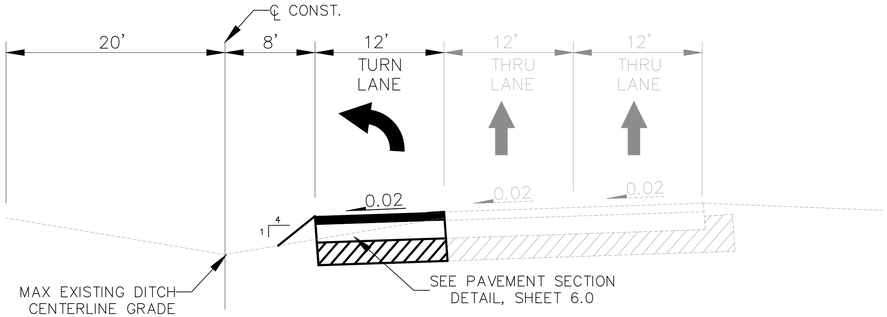
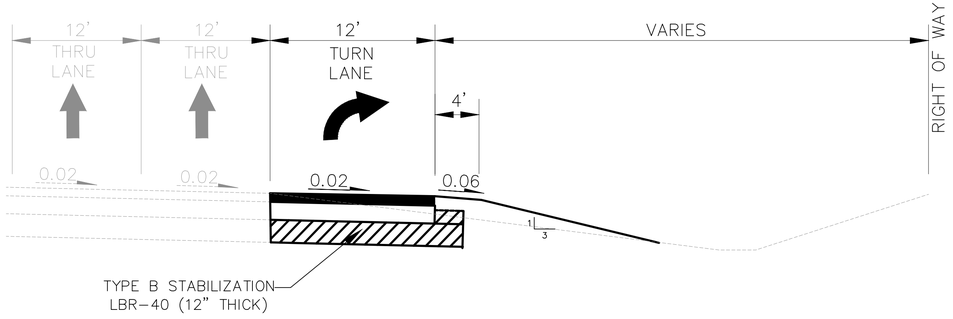




MEDIAN WIDENING DETAIL



RIGHT TURN LANE WIDENING DETAIL

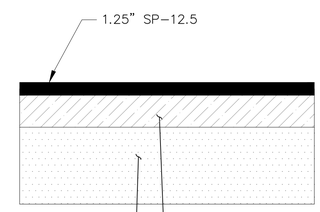
NOTE:

- ALL STRIPING WITHIN COUNTY R/W SHALL BE THERMOPLASTIC
- ALL AFFECTED SIDEWALKS, RAMPS AND CROSSWALKS WILL BE BUILT AND INSPECTED TO MEET CURRENT ADA REQUIREMENTS. MAXIMUM CROSS SLOPE IS 2%.
- ALL WORK PERFORMED WITHIN THE COUNTY RIGHT OF WAY SHALL BE IN ACCORDANCE WITH THE 2023–2024 EDITIONS OF FDOT STANDARD PLANS, SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION , AND THE 2017 UTILITY ACCOMMODATION MANUAL
- THE CONTRACTOR SHALL BE FULLY RESPONSIBLE TO UPDATE/ADD/REMOVE ANY SIGNS AND PAVEMENT MARKINGS THAT NEED TO BE UPDATED/ADDED/REMOVED IN THE FIELD WITH THE PROPOSED CHANGES, EVEN IF THE EOR AND/OR COUNTY HAVE NOT SHOWN THE NEEDED CHANGES

(IN FEET)
1 inch = 20 ft.

LEGEND

PROPOSED PAVEMENT



OFFSITE PAVEMENT SECTION

N.T.S.

1291 SOUTH ORANGE BLOSSOM TRAIL
OFFSITE IMPROVEMENT PLAN
CITY OF APOPKA, FLORIDA

RCE Consultants
Engineering Real Solutions

NO.	DATE:	REVISION / ISSUE DATE:	BY:

RCE CONSULTANTS, LLC
617 Arvern Drive
Altamonte Springs, FL 32701
Phone No. 407-452-8633
LARRY@RCECONSULTANTS.NET

Engineer of Record

5/7/2024

Laurence Poliner
#56974

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PROJECT #: 12.2023	
DRAWN:LMP CHECKED: LMP	
DATE: APRIL 2023	SHEET: C-8.0
SCALE: N/A	

OFFSITE IMPROVEMENT PLAN

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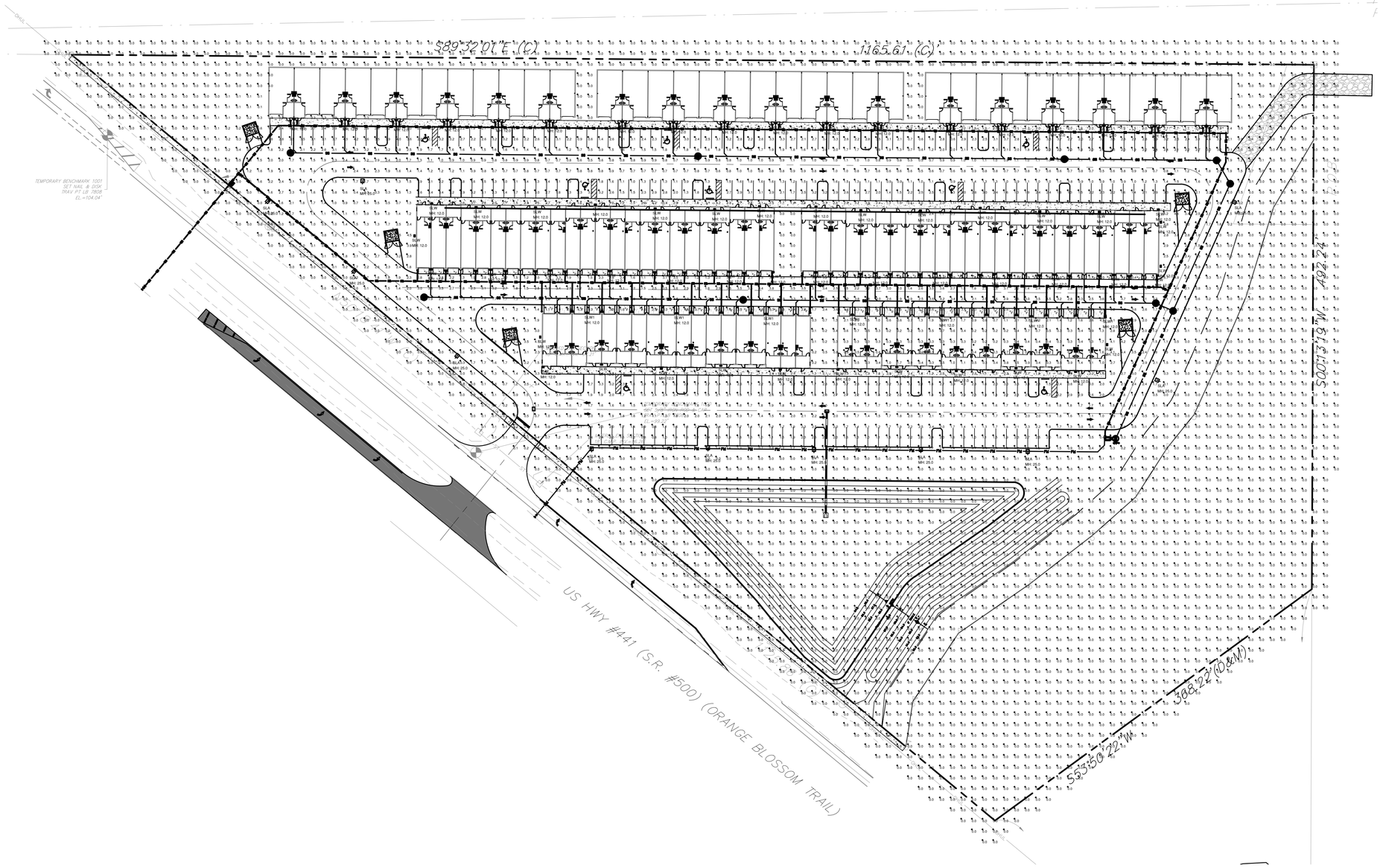

N

W E

S

GRAPHIC SCALE

50 0 25 50 100

(IN FEET)
1 inch = 50 ft.

Landreth Lighting Luminaire Schedule									
Symbol	[MANUFAC]	Qty	Label	Arrangement	Description	LLF	Lum. Watts	Lum. Lumens	BUG Rating
	Lithonia Lighting	11	SLA	Single	DSX0 LED P5 40K 70CRI BLC3 MVOLT RPA NLTAIR2 PIRH FINISH TBD; MOUNTED @ 25' AFG ON A ROUND TAPERED DIRECT BURY ALUMINUM POLE	1.000	90.12	8793	B0-U0-G2
	Lithonia Lighting	61	SLW	Single	WDGE2 LED P4 40K 70CRI TFTM MVOLT NLTAIR2 PIR FINISH TBD; WALL MOUNTED @ 12' AFG	1.000	46.6589	4742	B1-U0-G2
	Lithonia Lighting	7	SLW1	Single	WDGE2 LED P4 40K 70CRI T2M MVOLT NLTAIR2 PIR FINISH TBD; WALL MOUNTED @ 12' AFG	1.000	46.6589	4815	B1-U0-G1

Landreth Lighting Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking & Drive Isles	Illuminance	Fc	2.0	5.4	0.5	4.0	10.8

1291 SOUTH ORANGE BLOSSOM TRAIL
PHOTOMETRIC PLAN
CITY OF APOPKA, FLORIDA

RCE Consultants
Engineering Real Solutions

NO:	DATE:	REVISION / ISSUE DATE:	BY:
1	10/25/2023	COUNTY COMMENTS	LMP

RCE CONSULTANTS, LLC
617 Arvern Drive
Altamonte Springs, FL 32701
Phone No. 407-452-8633
LARRY@RCECONSULTANTS.NET

Engineer of Record

1/9/2024

Laurence Poliner
#50974

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PROJECT #: 12.2023
DRAWN:LMP CHECKED: LMP
DATE: APRIL 2023
SHEET: P-1
SCALE: 1"=50'

PHOTOMETRIC PLAN

DocuSign Envelope ID: A465BC82-E922-4EAE-BB62-676AF7317D59

WDGE2 LED

Architectural Wall Sconce
Precision Refractive Optic

(1) Catalog Number
(2) Finishes
(3) Type

Hit the Tab key or mouse over the page to see all interactive elements

Specifications

Depth (D1): 7"
Depth (D2): 1.5"
Height: 9"
Width: 11.5"
Weight: (without options) 13.5 lbs

WDGE LED Family Overview

Luminaire	Optics	Standard EM 5°C	Cold EM -20°C	Source	Approximate Lumens (4000K, 70 CRI)					
					P3	P4	P5	P6	P7	P8
WDGE1 LED	Visual Comfort	4W		–	750	1,200	2,000	–	–	–
WDGE2 LED	Visual Comfort	10W	18W	Standalone / nLight	–	1,200	2,000	3,000	4,500	6,000
WDGE2 LED	Precision Refractive	10W	18W	Standalone / nLight	700	1,200	2,000	3,000	4,200	–
WDGE3 LED	Precision Refractive	15W	18W	Standalone / nLight	–	–	7,500	8,500	10,000	12,000
WDGE4 LED	Precision Refractive			Standalone / nLight	–	–	12,000	16,000	18,000	20,000	22,000	25,000

Ordering Information

EXAMPLE: WDGE2 LED P3 40K 80CRI VF MVOLT SRM DDBXD

Series	Package	Color Temperature	CRI	Distribution	Voltage	Mounting
WDGE2 LED	P0*	27K	2700K	VF Very Forward 80CRI	MVOLT*	TS Type I Short
	P1*	30K	3000K		347*	T2M Type II Medium
	P2*	40K	4000K	VF Upgraded Wavelength	480*	T3M Type III Medium
	P3*	50K	5000K			T4M Type IV Medium
	P4*	AMBR	Amber			TFTM Forward Throw Medium

Options		Finish
E10WH	Emergency battery backup, Certified in CA Title 20 MAIEDS (10W, CCT, CRI only)	DDBXD Dark bronze
E20WC	Emergency battery backup, Certified in CA Title 20 MAIEDS (20W, CCT, CRI only)	DBLXD Black
PE*	Photocell, Button Type	DNAXD Natural aluminum
DMG*	0-10V dimming wires pulled outside fixture (for use with an external control, ordered separately)	DWHXD White
BCE	Bottom conduit entry for back box (10WW). Total of 4 entry points.	DSSXD Sandstone
BAA	Buy American Act Compliant	DDBTXD Textured dark bronze
		DBLBXD Textured black
		DNATXD Textured natural aluminum
		DWHGXD Textured white
		DSSTXD Textured sandstone

Standalone Sensors/Controls

PIR	Bi-level (100/35%) motion sensor for 8-15' mounting heights. Intended for use on switched circuits with external dusk to dawn switching.
PIRH	Bi-level (100/35%) motion sensor for 15-30' mounting heights. Intended for use on switched circuits with external dusk to dawn switching.
PIR1FC3V	Bi-level (100/35%) motion sensor for 8-15' mounting heights with photocell pre-programmed for dusk to dawn operation.
PIRH1FC3V	Bi-level (100/35%) motion sensor for 15-30' mounting heights with photocell pre-programmed for dusk to dawn operation.

Networked Sensors/Controls

NLTAIR2 PIR	nLight AIR Wireless enabled bi-level motion/ambient sensor for 8-15' mounting heights.
NLTAIR2 PIRH	nLight AIR Wireless enabled bi-level motion/ambient sensor for 15-30' mounting heights.

See page 4 for all of our nLight AIR options.

Shipped installed

SRM	Surface mounting bracket
PIRRM	Surface mounting bracket with Wieland Master Jewel® (drop ceiling only)*

Shipped separately

AWS	3/8inch Architectural wall spacer
PBBW	Surface-mounted back box (top, left, right conduit entry). Use when there is no junction box available.

Shipped separately

VG	Visor glare cutoff
BS	Bird spikes (field install required)

Introduction

The WDGE LED family is designed to meet specifier's every wall-mounted lighting need in a widely accepted shape that blends with any architecture. The clean rectilinear design comes in four sizes with lumen packages ranging from 1,200 to 25,000 lumens, providing a true site-wide solution. Embedded with nLight® AIR wireless controls, the WDGE family provides additional energy savings and code compliance.

WDGE2 with industry leading precision refractive optics provides great uniform distribution and optical control. When combined with multiple integrated emergency battery backup options, including an 18W cold temperature option, the WDGE2 becomes the ideal wall-mounted lighting solution for pedestrian scale applications in any environment.

Accessories

Ordered and shipped separately.

WDGWM1 DDBXD	WDG2 3 Back Architectural Wall Spacer (specify finish)
WDG2 PBBW DDBXD	WDG2 surface-mounted back box (specify finish)

NOTES
1 IP6 option not available with sensors/controls.
2 P1, P4 not available with AWS and UW.
3 Not available with E20WC option.
4 10CW only available with T2M and T4M.
5 347V and 480V not available with E10WH or E20WC.
6 Not qualified for DLC. Not available with emergency battery backup or sensors/controls.
7 P6 not available in 480V or with sensors/controls.
8 DMG option not available with sensors/controls.

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown within the tolerances described within LM-79. Contact factory for performance data on any configurations not shown here.

Performance Package	System Watts	Total System Lumens	CCT	Color Rendering Index	Distribution	Optic	Lumens	LPW	B	U	G
P0	7W	730	3000K	70CRI	TS	T1S	656	92	0	0	0
						T2M	662	94	0	0	0
						T3M	662	94	0	0	0
						T4M	648	94	0	0	0
						TFTM	632	90	0	0	0
			4000K	70CRI	TS	T1S	693	99	0	0	0
						T2M	700	100	0	0	0
						T3M	700	100	0	0	0
						T4M	685	98	0	0	0
						TFTM	668	95	0	0	0
P1	11W	1,150	3000K	80CRI	TS	T1S	1,092	98	0	0	1
						T2M	1,102	99	0	0	1
						T3M	1,102	99	0	0	1
						T4M	1,079	97	0	0	1
						TFTM	1,052	94	0	0	1
			4000K	80CRI	TS	T1S	1,153	103	0	0	1
						T2M	1,164	104	0	0	1
						T3M	1,164	104	0	0	1
						T4M	1,138	102	0	0	1
						TFTM	1,110	99	0	0	1
P2	19W	1,900	3000K	80CRI	TS	T1S	1,801	95	1	0	1
						T2M	1,817	96	1	0	1
						T3M	1,817	96	1	0	1
						T4M	1,780	94	1	0	1
						TFTM	1,734	91	1	0	1
			4000K	80CRI	TS	T1S	1,901	100	1	0	1
						T2M	1,919	101	1	0	1
						T3M	1,919	101	1	0	1
						T4M	1,877	99	1	0	1
						TFTM	1,830	96	1	0	1
P3	27W	2,700	3000K	80CRI	TS	T1S	2,592	96	1	0	1
						T2M	2,584	95	1	0	1
						T3M	2,584	95	1	0	1
						T4M	2,529	94	1	0	1
						TFTM	2,462	91	1	0	1
			4000K	80CRI	TS	T1S	2,700	100	1	0	1
						T2M	2,727	101	1	0	1
						T3M	2,727	101	1	0	1
						T4M	2,673	99	1	0	1
						TFTM	2,602	96	1	0	1
P4	47W	4,700	3000K	80CRI	TS	T1S	4,592	98	1	0	1
						T2M	4,577	98	1	0	1
						T3M	4,577	98	1	0	1
						T4M	4,482	96	1	0	1
						TFTM	4,362	93	1	0	1
			4000K	80CRI	TS	T1S	4,794	102	1	0	1
						T2M	4,842	103	1	0	1
						T3M	4,842	103	1	0	1
						T4M	4,740	101	1	0	1
						TFTM	4,615	98	1	0	1
P5	72W	7,200	3000K	80CRI	TS	T1S	6,897	96	2	0	2
						T2M	6,937	97	2	0	2
						T3M	6,937	97	2	0	2
						T4M	6,795	95	2	0	2
						TFTM	6,622	93	2	0	2
			4000K	80CRI	TS	T1S	7,199	100	2	0	2
						T2M	7,263	101	2	0	2
						T3M	7,263	101	2	0	2
						T4M	7,119	99	2	0	2
						TFTM	6,943	97	2	0	2
P6	96W	9,600	3000K	80CRI	TS	T1S	9,190	96	2	0	2
						T2M	9,249	96	2	0	2
						T3M	9,249	96	2	0	2
						T4M	9,060	94	2	0	2
						TFTM	8,829	92	2	0	2
			4000K	80CRI	TS	T1S	9,599	100	2	0	2
						T2M	9,685	101	2	0	2
						T3M	9,685	101	2	0	2
						T4M	9,495	99	2	0	2
						TFTM	9,257	96	2	0	2
P7	117W	11,700	3000K	80CRI	TS	T1S	11,208	96	2	0	2
						T2M	11,279	96	2	0	2
						T3M	11,279	96	2	0	2
						T4M	11,051	94	2	0	2
						TFTM	10,772	92	2	0	2
			4000K	80CRI	TS	T1S	11,703	100	2	0	2
						T2M	11,809	101	2	0	2
						T3M	11,809	101	2	0	2
						T4M	11,578	99	2	0	2
						TFTM	11,293	96	2	0	2

Electrical Load

Performance Package	System Watts	Current (A)				
		120Vac	208Vac	240Vac	277Vac	347Vac
P0	7.0	0.061	0.042	0.04	0.039	—
	9.0	—	—	—	—	0.031
P1	11.0	0.100	0.064	0.059	0.054	—
	14.1	—	—	—	—	0.046
P2	19.0	0.168	0.106	0.095	0.083	—
	22.8	—	—	—	—	0.067
P3	32.0	0.284	0.163	0.144	0.131	—
	37.1	—	—	—	—	0.077
P4	47.0	0.412	0.234	0.207	0.185	—
	55.5	—	—	—	—	0.113

Lumen Output in Emergency Mode (4000CRI, 80 CRI, T3M)

Option	Lumens
E10WH	1,158
E20WC	2,230

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient	Lumen Multiplier
0°C	32°F	1.03
10°C	50°F	1.02
20°C	68°F	1.01
25°C	77°F	1.00
30°C	86°F	0.99
40°C	104°F	0.97

Projected LED Lumen Maintenance

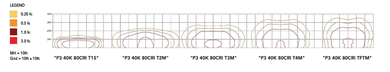
Data references the extrapolated performance projections for the platforms noted in a 25°C ambient, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate L70, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	0	25,000	50,000	100,000
Lumen Maintenance Factor	1.0	>0.96	>0.93	>0.87

Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit the Lithonia Lighting WDGE LED homepage. Tested in accordance with IESNA LM-79 and LM-80 standards.



Energy Egress Options

Emergency Battery Backup

The emergency battery backup is integral to the luminaire — no external housing required! This design provides reliable emergency operation while maintaining the aesthetics of the product. All emergency battery backup configurations include an independent secondary driver with an integral relay to immediately detect loss of normal power and automatically energize the luminaire. The emergency battery will power the luminaire for a minimum duration of 90 minutes as listed per the chart below. Rated battery life at full emergency power is 4 years and will maintain a minimum of 60% of the light output at the end of 90minutes.

Applicable codes: NFPA 70/NEC – section 700.16, NFPA 101 Life Safety Code Section 7.9

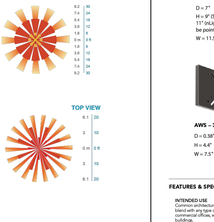
Control / Sensor Options

Motion/Ambient Sensor (PIR , PIRH)

Motion/Ambient sensor (Sensor Switch MSOD2) is integrated into the the luminaire. The sensor provides both Motion and Daylight based dimming of the luminaire. For motion detection, the sensor utilizes 100% Digital Passive Infrared (PIR) technology that is tuned for walking size motion while preventing false tripping from the environment. The integrated photocell enables additional energy savings during daytime periods when there is sufficient daylight. Optimize sensor coverage by either selecting PIR or PIRH option. PIR option comes with a sensor lens that is optimized to provide maximum coverage for mounting heights between 8-15ft, while PIRH is optimized for 15-40ft mounting height.

Networked Control (NLTAIR2)

nLight AIR is a wireless lighting controls platform that allows for seamless integration of both indoor and outdoor luminaires. Five-tier security architecture, 900 MHz wireless communication and app (CLAIRITY™ Pro) based configurability combined together make nLight® AIR a secure, reliable and easy to use platform.



Option	Description	Finish
PIR or PIRH	Motion - 3V (57% of full output) Photocell - 0V (turned off)	10V (100% output)
PIR1FC3V, PIRH1FC3V	Motion - 3V (57% of full output) Photocell - 0V (turned off)	10V (100% output)
NLTAIR2 PIR, NLTAIR2 PIRH (out of box)	Motion - 3V (57% of full output) Photocell - 0V (turned off)	10V (100% output)

Option	Dimmed State	High End Trim (Calibrated)	Photocell Operation	Motion Time Delay	Fade-in Time	Ramp-up Time
PIR or PIRH	Motion - 3V (57% of full output) Photocell - 0V (turned off)	10V (100% output)	Disabled @ 5fc	5 min	5 min	Motion - 3 sec Photocell - 45 sec
PIR1FC3V, PIRH1FC3V	Motion - 3V (57% of full output) Photocell - 0V (turned off)	10V (100% output)	Disabled @ 5fc	5 min	5 min	Motion - 3 sec Photocell - 45 sec
NLTAIR2 PIR, NLTAIR2 PIRH (out of box)	Motion - 3V (57% of full output) Photocell - 0V (turned off)	10V (100% output)	Disabled @ 5fc	7.5 min	5 min	Motion - 3 sec Photocell - 45 sec

Mounting, Options & Accessories

Motion/Ambient Sensor

D = 3"
H = 5" (Luminaire controls)
11" (nLight AIR controls, 2" antenna will be pointing down behind the sensor)
W = 11.5"

AWS – 3/8inch Architectural Wall Spacer

D = 0.38"
H = 4.4"
W = 7.5"

PBBW – Surface-Mounted Back Box
Use when there is no junction box available.

D = 1.75"
H = 9"
W = 11.5"

FEATURES & SPECIFICATIONS

INTENDED USE
Common architectural look, with clean rectilinear shape, of the WDGE LED was designed to fit in with any architecture. Ideal for use on walls, soffits, brick ledge, fascia or as a pathway luminaire in commercial offices, warehouses, hospitals, schools, malls, restaurants, and other commercial buildings.

CONSTRUCTION
The single-piece die-cast aluminum housing integrates secondary heat sinks to optimize thermal performance and allow for long-term reliability of outdoor installations. The LED driver is mounted in direct contact with the casting for a low operating temperature and long life. The die-cast door frame is fully gasketed with a one-piece solid silicone gasket to keep out moisture and dust, providing an IP66 rating for the luminaire.

FINISH
Exterior painted parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A highly corrosion resistant paint finish is standard on all housings for use in any environment, extreme climate changes without cracking or peeling. Standard Super Durable colors include dark bronze, black, natural aluminum, sandstone and white. Available in textured and non-textured finishes.

OPTICS
Precision molded, formed acrylic lenses are engineered for superior application efficiency which maximizes the light in the areas where it is most needed. The WDGE2 LED has zero uplight and qualifies as a "Nighttime Friendly™" product, meaning it is consistent with the LEED® and Green Globes™ criteria for eliminating wasteful uplight.

ELECTRICAL
Light engine(s) consists of high-efficacy LEDs mounted to metal-core circuit boards to maximize heat dissipation and promote long life (up to L87/100,000 hours at 25°C). The electronic driver has a power factor of >90%, THD <20%. Luminaire comes with built-in 4kV surge protection, which meets a minimum Category C low exposure (per ANSI/IEEE C62.41.2). Optional 0-10V dimming driver. Dusk to dawn controls can be utilized via optional NEMA® twist-lock photocell receptacles. Integrated motion sensor with on-board photocell feature field-adjustable programming and are suitable for mounting heights up to 40 feet. Control option 6S, features a bi-level device that allows a second control circuit to switch all light engines to either 30% or 50% light output.

INSTALLATION
A universal mounting plate with integral mounting support arms allows the fixture to be installed directly to a standard 4" square or octagonal junction box. The Architectural Wall Spacer (AWS) can be used to create a floating appearance or to accommodate small imperfections in the wall surface. The ICW option can be used to mount the luminaire inverted for indirect lighting in dry and damp locations. Design can withstand up to a 1.5 G vibration load rating per ANSI C136.31.

LISTINGS
CSA certified to U.S. and Canadian standards. Luminaire is Wet rated. IP6 options are suitable for mounting in direct contact with roofs having a minimum slope of 3/12. Qualifies for Buy American Act (BAA) Compliance. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified. Meets the requirements of the Sky Association (IDA) Fixture Seal of Approval (FSA). Refer to FSA tab for products on this page utilizing 2700K and 3000K color temperature only and 5RM mounting only.

BUY AMERICAN ACT
Product with the BAA option is assembled in the USA and meets the Buy America(n) government procurement requirements under FAR, DFARS and DOT regulations.
Please refer to www.lithonia.com/content/terms/buy-american for additional information.

WARRANTY
5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at www.acuitybrands.com/support/terms/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

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D-Series Size 0

LED Area Luminaire

(1) Catalog Number
(2) Finishes
(3) Type

Hit the Tab key or mouse over the page to see all interactive elements

Specifications

EPA: 0.44 ft² (0.04 m²)
Length: 26.18" (66.5 cm)
Width: 14.06" (35.7 cm)
Height H1: 2.26" (5.7 cm)
Height H2: 7.66" (19.5 cm)
Weight: 23 lbs (10.4 kg)

Ordering Information

EXAMPLE: DSX0 LED P6 40K 70CRI T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

Series	LEDs	Color temperature*	Color Rendering Index*	Distribution	Voltage	Mounting
DSX0 LED	**Forward optics**	(thru section 30CRI only)				
	P1 P5	30K 3000K	70CRI	AFR Automotive front row	MVOLT (120V-277V)*	Shipped included
	P2 P6	40K 4000K	70CRI	T1S Type I short	HVOLT (347V-480V)*	SPA Square pole mounting (4ft drilling, 3" min. OD pole)
	P3 P7	50K 5000K	70CRI	T2M Type II medium	XVOLT (277V-480V)*	
				T3M Type III medium		
	Reduced optics	(thru section 80CRI only, extended lead times apply)		BLC3 Type III backlight control*		RPA Round pole mounting (4ft drilling, 3" min. OD pole)
	P10* P12*	27K 2700K	80CRI	T4M Type IV medium		
	P11* P13*	30K 3000K	80CRI	BLC4 Type IV backlight control*		SPA2 Square pole mounting (4ft drilling, 3" min. OD pole)*
		40K 4000K	80CRI	T4LG Type IV low glare*		
		50K 5000K	80CRI	T4LC Type IV low glare*		SPA3 Square pole mounting (4ft drilling, 3" min. OD pole)*
				TFTM Forward throw medium		
				LCCO Left corner cutoff*		RPA2 Round pole mounting (4ft drilling, 3" min. OD pole)*
				RCCO Right corner cutoff*		
						WBA Wall adapter (requires an 2.338" OD horizontal tenon)

Control options	Other options	Finish (required)
Shipped installed	**Shipped installed**	DDBXD Dark bronze
NLTAIR2 PIRHN nLight AIR gen 2 enabled with bi-level motion / ambient sensor, 8-40' mounting height, ambient sensor enabled at 2fc.*,9,10	PE Photocell, Button Type*	DBLXD Black
PIR High/low, motion/ambient sensor, 8-40' mounting height, ambient sensor enabled at 5fc.*,9,10	DMG 0-10V dimming wires pulled outside fixture (for use with an external control, ordered separately)*	DNAXD Natural Aluminum
PIRH Same as PIR except for 15-40' mounting height.*,9,10	SF Single fuse (120V, 277V, 347V)*	DWHXD White
PIRBTC2 Bluetooth enabled bi-level motion/ambient sensor, 8-40' mounting height, ambient sensor enabled at 2fc.*,9,10	DF Double fuse (208V, 240V, 480V)*	DDBTXD Textured dark bronze
PIRBTC2H Same as PIRBTC2 except for 15-40' mounting height.*,9,10		DBLBXD Textured black
PERS Two-pin receptacle only (controls ordered separately)*,9		DNATXD Textured natural aluminum
PERS5 Five-pin receptacle only (controls ordered separately)*,9		DWHGXD Textured white

Ordering Information

Accessories

Ordered and shipped separately.

BLS HS	Peletal - 5G twist-lock (120-277V)*
BLSHT-1-5SS IS	Peletal - 5G twist-lock (347V)*
BLSHBT-1-5SS IS	Peletal - 5G twist-lock (480V)*
DSHSKT3M	Shorting cap*
DSERA1M	Replacement photocontrol receptacle number P1, C, PIR 1% Enhanced*,9
DSERA2M(BK)	Round pole adapter (4ft drilling, specify finish)
DSERA3M(BK)	Square pole adapter (4ft drilling, specify finish)
DSSRA3 (FINISH)	Square pole adapter (4ft drilling) (specify finish)
DSHSSA1M (FINISH)	External glare shield (specify finish)
DSHSSA2M (FINISH)	Bird spike deterrent bracket (specify finish)

NOTES
1 Ordered and shipped separately.
2 Pedestal - 5G twist-lock (208-277V)*
3 Pedestal - 5G twist-lock (347V)*
4 Pedestal - 5G twist-lock (480V)*
5 Shorting cap*
6 Requires (1) included surge protector number P1, C, PIR 1% Enhanced*,9
7 Round pole adapter (4ft drilling, specify finish)
8 Square pole adapter (4ft drilling, specify finish)
9 Square pole adapter (4ft drilling) (specify finish)
10 Bird spike deterrent bracket (specify finish)
11 Not available with NLTAIR2 PIRHN, PIR, PIRH, PIR1FC3V, PIRH1FC3V, PIRBTC2, PIRBTC2H, BLC3, BLC4 and DMG. NLTAIR2 PIRHN not available with P1, P2 and P3 using HVOLT.
12 PIR and available with NLTAIR2, PIRH, PIRH1FC3V, PIR1FC3V, PIRBTC2, PIRBTC2H, BLC3, BLC4 and DMG. PIR not available with P1, P2 and P3 using HVOLT. PIR not available with P4, P5, P6 and P7.
13 PERS, PERS5, PIRBTC2, PIRBTC2H and PIRHN1FC3V not available with NLTAIR2, PIR, BLC3, BLC4. Photocell ordered and shipped as a separate line item from Acuity Brands Controls. See Controls Table on page 4.
14 PIRBTC2 not available with other dimming control options (NLTAIR2 PIRHN, PIR, PIRH, PIRBTC2H, BLC3, BLC4, DMG).
15 PIRBTC2H not available with other dimming control options (NLTAIR2 PIRHN, PIR, PIRH, PIRBTC2, BLC3, BLC4, DMG).
16 DMG not available with NLTAIR2 PIRHN, PIR, PIRH, PIR1FC3V, PIRH1FC3V, PIRBTC2, PIRBTC2H, BLC3 and BLC4.
17 Reference Controls Options table on page 4 to see all control options.
18 Option 10K not available with T1BLS, T1LG, BLC3, BLC4, LCCO and RCCO distribution. Also not available as a separate accessory; see Accessories table on page 3 for a complete listing of accessories available and ordered for assembly.
19 Option 10K not available with performance packages P0, P1, P12 and P13.
20 Requires luminaire to be specified with PER, PER5 or PIRBTC options. See Controls Table on page 4.

Shield Accessories

External Glare Shield (EGSR)

House Side Shield (HS)

Drilling

HANDHOLE ORIENTATION
(from top of pole)

Tenon Mounting Slipfitter

Tenon O.D.	Mounting Height	Single	Double (180°)	2 @ 90°	3 @ 90°	4 @ 90°
2-3/8"	20ft	#DSX0-190	#DSX0-280	#DSX0-290	#DSX0-300	#DSX0-310
2-7/8"	20ft	#DSX0-195	#DSX0-285	#DSX0-295	#DSX0-305	#DSX0-315
4"	20ft	#DSX0-198	#DSX0-288	#DSX0-298	#DSX0-308	#DSX0-318

Mounting Option	Drilling Template	Single	2 @ 180	2 @ 90	3 @ 90	4 @ 90
Head Location Drill Nomenclature		Side D	Side B & D	Side B & C	Side B, C & D	Round Pole Only	Side A, B, C & D
	#6	(DM19S)	(DK26S)	(DK25S)	(DK59S)	(DK10S)	(DM49S)
SPA	#6	3.5"	3.5"	3.5"	3.5"		3.5"
RPA	#6	3"	3"	3"	3"		3"
SPA2	#5	3"	3"	3"	3"	3"	3"
SPA3	#4	3"	3"	3"	3"		3"
SPABR	#6	3"	3"	3"	3"		3"

DSX0 Area Luminaire - EPA

*Includes luminaire and integral mounting arm. Other tenons, arms, brackets or other accessories are not included in this EPA data.

Primary Luminaire Mounting Configuration	Single (90°)	2 @ 180 (0°,180°)	2 @ 90 (0°,90°)	3 @ 90 (0°,90°,180°)	4 @ 90 (0°,90°,180°,270°)
Mounting Spin					
DSX0 with SPA	0.44	0.88	0.96	1.18	—	1.76
DSX0 with SPA2, SPA3BR	0.51	1.02	1.06	1.26	—	1.39
DSX0 with RPA, RPA2	0.51	1.02	1.06	1.26	1.34	1.39
DSX0 with WBA	0.64	1.28	1.24	1.47	1.70	1.93

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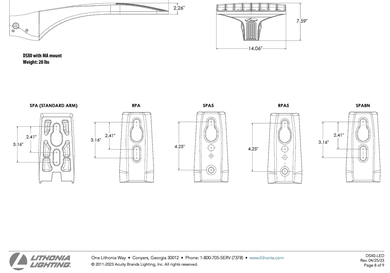
Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's homepage.

Isofootcandle plots for the DSX0 LED P7 40K 70CRI. Distances are in units of mounting height (20').



Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient	Lumen Multiplier
0°C	32°F	1.04
10°C	50°F	1.04
20°C	68°F	1.01
25°C	77°F	1.00
30°C	86°F	0.99
40°C	104°F	0.97

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the platform noted in a **25°C** ambient, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate L70, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	Lumen Maintenance Factor
0	1.00
25,000	0.98
50,000	0.89
100,000	0.80

FAO Dimming Settings

FAO Profile	% Output	% Input (Typical)
1	100%	100%
2	95%	95%
3	85%	85%
4	66%	70%
5	54%	61%
6	41%	48%
7	27%	32%
8	15%	20%

*Note: Calculated values are based on original performance package data. When calculating new values for given FAO position, use published values for each package based on input watts and lumens by each type.

Motion Sensor Default Settings

Profile	Maximum Detection Height	Walk-time* (Motion detected)	Motion Sensitivity	Photocell Operation	Ramp-up Time	Ramp-down Time
PIR	30ft	100%	Disabled @ 5fc	5 min	5 min
NLTAIR2 PIRHN	30ft	100%	Disabled @ 5fc	7.5 min	3 sec	5 min

Controls Options

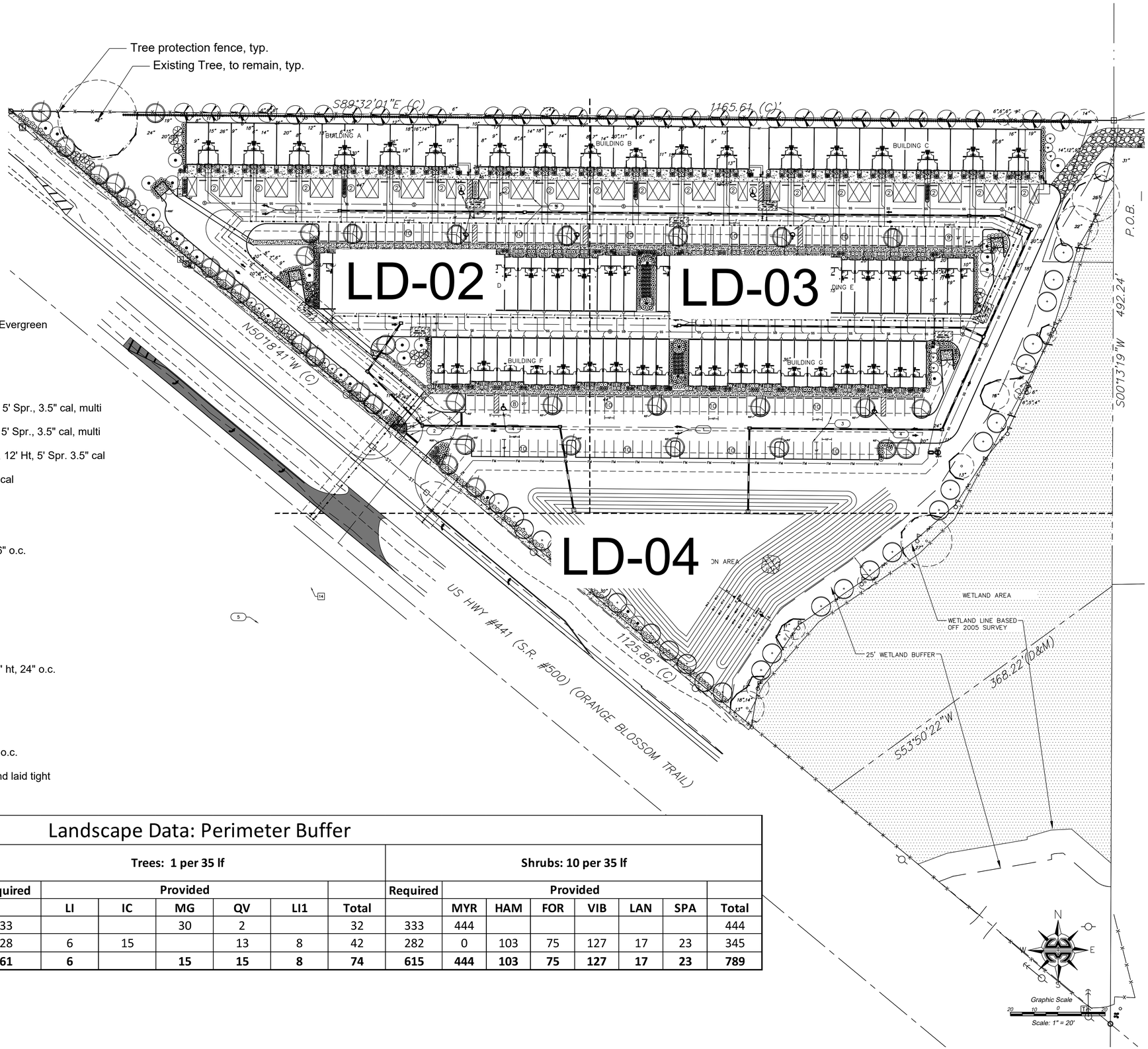
Control Option	Description	Functionality	Primary Control Device	Notes
0-10	Field adjustable output dims installed inside the luminaire; wired to the driver dimming leads.	Allows the luminaire to be manually dimmed, effectively lowering the light output.	FAO device	Cannot be used with other controls options that need the 0-10V le

General Notes:

1. No landscape materials other than sod grasses may be planted within a 5' radius maintenance area of any underground utility such as water meters, backflow devices, fire hydrants, sanitary sewer cleanouts, and manholes, air release valves, etc.
2. No landscaping shall be planted in a manner that would adversely affect utility easements.
3. All landscape areas to receive automatic irrigation. Water source to be potable or well and will be determined at time of building permit application.
4. Sod around buildings to be Argentine Bahia grass. Sod to be weed and disease free and laid tight.
5. Not trees to be placed within 6' of any hard surface unless root barrier will be installed along the edge of the hard surface. Root barrier to extend at least 5' in either direction from the center of the tree trunk. Refer to Sheet LD-06 for installation details.
6. Where trees are to be installed within 10' of a drainage structure or pipe, root barrier must be installed as noted in Note 5.
7. The use of Cypress mulch is prohibited.
8. All plant material to be Florida Grade No.1 or better as specified in "Grades and Standards for Nursery Plants", "Parts 1 and 2", by Division of Plant Industry, Florida, Department of Agriculture and Consumer Services, latest edition.

Landscape Legend:

Symb	Qty	Tag	WU	Name (N) Native (F) Flowering Tree (E) Evergreen
	Trees:			
	28	AR		Red Maple (N)(F) Acer rubrum, FG, 12' Ht, 5' Spr., 3.5" cal
	37	IC		Dahoon Holly (N)(E) Ilex cassine, FG, 12' ht, 5' Spr., 3.5" cal
	14	LI		Crape Myrtle(F) Lagerstromia indica 'Muskogee', FG, 12' Ht, 5' Spr., 3.5" cal, multi
	17	LI1		Crape Myrtle(F) Lagerstromia indica 'Tuscarora', FG, 12' Ht, 5' Spr., 3.5" cal, multi
	31	MG		Southern Magnolia (N)(E)(F) Magnolia grandiflora 'Brackens Beauty', FG, 12' Ht, 5' Spr. 3.5" cal
	37	QV		Live Oak (N)(E) Quercus virginiana, FG, 12' Ht, 5' Spr., 3.5" cal
	Shrubs:			
	204	FOR		Florida Privet (N) Foresteria segregata, 3 gal, 24" ht, 36" o.c.
	176	HAM		Dwarf Firebush (N)(F) Hamelis patens 'Compacta', 3 gal, 18" ht, 36" o.c.
	112	MUH		Muhly Grass Muhlenbergia capillaris, 3 gal, 36" oc
	444	MYR		Wax Myrtle (N) (E) Myrica cerifera, 7 gal, 36"x18", 36" o.c.
	90	SPA		Sand Cordgrass (N) Spartina patens, 3 gal, 24" oc
	41	TRI		Fakahatchee Grass (N) Tripsacum dactyloides, 3 gal, 36" oc
	272	VIB		Dwarf Walters Viburnum (N) Viburnum obovatum 'Mrs Schiller', 3 gal, 24" ht, 24" o.c.
	186	ZAM		Coontie (N)(E) Zamia pumila, 3 gal, 36" oc
	Groundcover:			
	80	LAN		Pineland Lantana (N) Lantana depressa, 1 gal, 6"x12", 36" o.c.
	189	LIR		Liriope Liriope muscari 'Green Empress', 1 gal, 18" o.c.
		SOD		Argentine Bahia Paspalum notatum 'Argentine', weed free and laid tight



Landscape Data: Perimeter Buffer

				Trees: 1 per 35 lf							Shrubs: 10 per 35 lf							
				Required	Provided						Required	Provided						
Perimeter	LF	Drives	Length		LI	IC	MG	QV	LI1	Total		MYR	HAM	FOR	VIB	LAN	SPA	Total
N	1165		1165	33			30	2		32	333	444						444
W	1016	30	986	28	6	15		13	8	42	282	0	103	75	127	17	23	345
			Total	61	6		15	15	8	74	615	444	103	75	127	17	23	789

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Date	Comments

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1291 S OBT

City of Appopka

Overall Landscape Plan

LANDSCAPE ARCHITECT LA0001733 STATE OF FLORIDA

11.22.23

LD-01

Ex. Tree, to remain, typ

Tree Protection, typ

10' Utility Offset, typ

BUILDING A

BUILDING D

BUILDING F

NO PARKING FIRE LANE

N50°18'41"W (C)

Match Line LD-03

Match Line LD-04

N

W E

S

Graphic Scale

20 10 0 20

Scale: 1" = 20'

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REGISTERED LANDSCAPE ARCHITECT
LANDSCAPE ARCHITECTURE
LA0001733
STATE OF FLORIDA

11.22.23

LD-02

1291 S OBT

City of Apopka

Landscape Plan

Match Line LD-02

BUILDING B

BUILDING C

BUILDING E

BUILDING G

10' Utility Offset, typ

Tree Protection, typ.

Ex. Tree, to remain, typ.

P.O.B.

492.24'

S00°13'19"W

Graphic Scale

20 10 0 20

Scale: 1" = 20'

Match Line LD-04

N

W E

S

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1291 S OBT

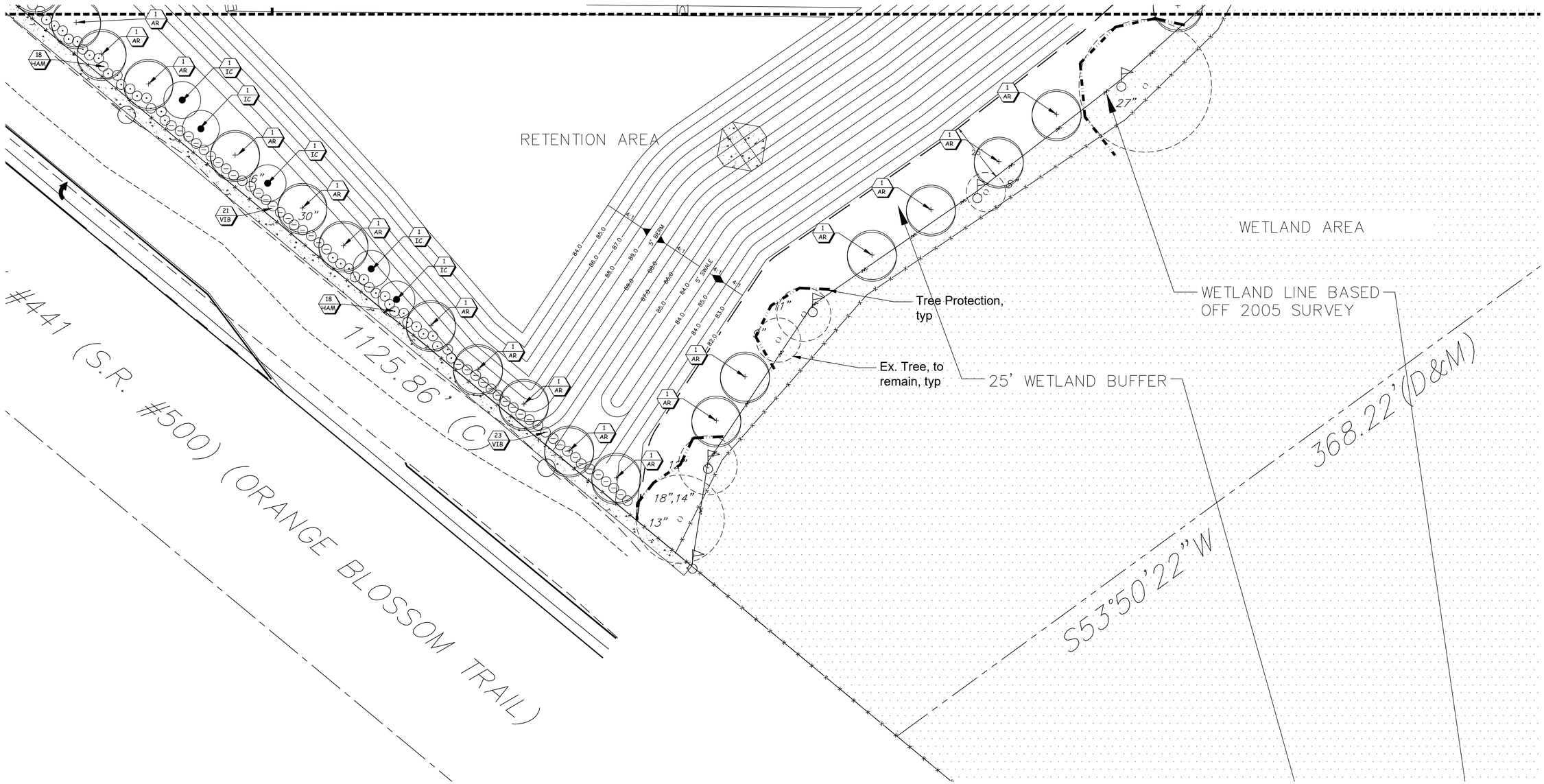
City of Appopka

Landscape Plan

REGISTERED LANDSCAPE ARCHITECT
LA0001733
STATE OF FLORIDA

11.22.23

LD-03



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1291 S OBT
City of Apopka
Landscape Plan

REGISTERED LANDSCAPE ARCHITECT
LA0001735
STATE OF FLORIDA

11.22.23
LD-04

PLANTING NOTES:

FERTILIZER

FERTILIZERS SHALL BE SLOW RELEASE, UNIFROM IN COMPOSITION, DRY AND FREE FLOWING. THE FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED BAGS, EACH BEARING THE MANUFACTURERS STATEMENT OF ANALYSIS,AND SHALL MEET THE FOLLOWING REQUIREMENTS: SIX (6) PERCENT NITROGEN,SIX (6) PERCENT PHOSPHOROUS,AND SIX (6) PERCENT POTASSIUM. FERTILIZER SHALL BE APPLIED TO ALL SHRUBS (1/3 LB PER 3 GAL POT, 1/4 LB PER 1 GAL POT) AND GROUNDCOVER. THE SOD STARTER FERTILIZER MIXTURE SHALL BE A 5-10-10 ANALYSIS. A 14-14-14 FERTILIZER ANALYSIS IS REQUIRED ON ALL TREES AND SHRUBS OVER 5' IN HEIGHT (1/2 LB PER 5' OF SPREAD). AGRIFORM TABLETS WITH TWENTY (20) PERCENT NITROGEN, TEN (10) PERCENT PHOSPHOROUS,FIVE (5) PERCENT POTASSIUM IN 21 GRAM SIZES SHALL BE APPLIED ALONG WITH THE FERTILIZER PROCESS (1 WITH 1 GAL PLANTS, 2 WITH 3 GAL PLANTS AND 2 TABLETS PER 1" OF TREE TRUNK CALIPER). MAGNESIUM SULFATE SHALL BE APPLIED TO ALL PALMS AT INSTALLATION AT A RATE OF 1/2 LB PER INCH OF TRUNK CALIPER. MANGANESE SHALL BE APPLIED AT THE SAME RATE.

MULCH

MULCH MATERIAL SHALL BE COLORED 'A' GRADE CERTIFIED RE-CYCLED MULCH AND MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT. MULCH SHALL BE APPLIED TO A MINIMUM OF 3" DEPTH IN PLANTING BEDS. MULCH SHALL NOT BE PLACED WITHIN 6" OF TREE OR PALM TRUNKS.

SOD

THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS,ABSOLUTELY TRUE TO VARIETAL TYPE,AND FREE FROM WEEDS,FUNGUS,INSECTS AND DISEASE OF ANY KIND.

SUBSTITUTIONS

NO SUBSTITUTION OF PLANT MATERIAL TYPES OR SIZES WILL BE ALLOWED WITHOUT WRITTEN AUTHORIZATION FROM THE LANDSCAPE ARCHITECT OF RECORD. CONTAINER GROWN MATERIAL WILL NOT BE ACCEPTED AS A SUBSTITUTE FOR B & B MATERIAL UNLESS PREVIOUSLY APPROVED. INTENDED SUBSTITUTIONS SHALL BE SPELLED OUT IN BID.

MEASUREMENTS

SHADE TREES: HEIGHT SHALL BE MEASURED FROM GROUND TO THE AVERAGE BRANCH HEIGHT OF CANOPY. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE CROWN FROM THE CENTER OF THE TRUNK. MEASUREMENTS ARE NOT TO INCLUDE ANY TERMINAL GROWTH. SINGLE TRUNK TREES SHALL BE FREE OF "V" CROTCHES THAT COULD BE POINTS OF WEAK LIMB STRUCTURE OR DISEASE INFESTATION.

SHRUBS: HEIGHT SHALL BE MEASURED FROM THE GROUND TO THE AVERAGE POINT WHERE MATURE PLANT GROWTH STOPS. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE SHRUB MASS. MEASUREMENT AREA NOT TO INCLUDE ANY TERMINAL GROWTH.

PALMS: CLEAR TRUNK SHALL BE MEASURED FROM THE GROUND AT THE TIME OF INSTALLATION TO THE POINT WHERE THE MATURE AGED TRUNK JOINS THE IMMATURE OR GREEN PORTION OF THE TRUNK OR HEAD.

GREY WOOD (G.W.) - SHALL BE MEASURED FROM THE GROUND AT THE TIME OF INSTALLATION TO TOP OF THE HARDENED TRUNK.

OVERALL HEIGHT (O.A.) - SHALL BE MEASURED FROM THE GROUND AT THE TIME OF INSTALLATION TO THE AVERAGE FROND HEIGHT.

PALMS WITH MARRED OR BURNED TRUNKS WILL NOT BE ACCEPTED.

PLANTING SOIL AND BACKFILL

TOPSOIL SHALL CONSIST OF A STABILIZED MIXTURE OF GROUND YARD TRIMMINGS AND POSSIBLY BIOSOLIDS PROCESSED ACCORDING TO STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GUIDELINES FOR THE PROCESSING AND DISTRIBUTION OF SEWAGE SLUDGE COMPOST. RECYCLED TOPSOIL SHALL ONLY BE OBTAINED FROM A STATE PERMITTED RECYCLING FACILITY WHICH IS ALSO D.O.T. CERTIFIED AND STORES PRODUCT ON A PAD WITH A CURRENT NEMATODE CERTIFICATION FROM FLORIDA DEPARTMENT OF AGRICULTURE. RECYCLED TOPSOIL SHALL HAVE THE FOLLOWING CHARACTERISTICS:

- WEED FREE
- MOISTURE CONTENT 50% BY WEIGHT MAXIMUM
- WATER HOLDING CAPACITY 200% BY WEIGHT MINIMUM
- CARBON TO NITROGEN RATIO LESS THAN 25 TO 1
- ORGANIC MATTER CONTENT 40% BY DRY WEIGHT MINIMUM
- SOLUBLE SALTS LESS THAN 3 MMHOS/CM
- PH RANGE 7.0 - 7.9
- MINIMUM NUTRIENT LEVELS AS FOLLOWS:

MACRO NUTRIENTS: NITROGEN (N) - 1% MINIMUM, WATER INSOLUBLE NITROGEN 90% MINIMUM, PHOSPHORUS (P) - 0.5% MINIMUM, POTASSIUM (K) - 0.2% MINIMUM AND OTHER MACRO AND MICRO NUTRIENTS. THE RECYCLED TOPSOIL SHALL CONTAIN LEVELS OF THOSE MICRO NUTRIENTS NECESSARY FOR PLANT GROWTH. THESE INCLUDE CALCIUM, MAGNESIUM, SULFUR, BORON, COPPER, IRON, MANGANESE AND MOLYBDENUM. TOPSOIL NOT MEETING THESE REQUIREMENTS WILL NOT BE ACCEPTED.

BACKFILL:

ALL NEW AND TRANSPLANTED PLANT MATERIAL (INCLUDING NEW SOD) SHALL BE PLANTED ONLY AFTER PREPARATION OF EXISTING SOIL AS FOLLOWS: SPREAD A LAYER OF 3" DEPTH OF RECYCLED TOPSOIL (AS DEFINED ABOVE) OVER THE ENTIRE PLANTING AREA. THE TOPSOIL SHALL THEN BE UNIFORMLY DISKED, TILLED OR AERIFIED INTO THE EXISTING SOIL TO A DEPTH OF 12" UNDERNEATH SHRUBS AND GROUNDCOVERS, 6" UNDERNEATH SOD AND TO A DEPTH OF 36" FOR THE TREE PITS, WITH THE FOLLOWING EXCEPTION: NO ROTOTILLING OR DISKING SHALL OCCUR CLOSER TO THE TRUNKS OF ESTABLISHED PLANTS THAN ONE HALF (1/2) THE DISTANCE OF THE CANOPY FURTHER OUT FROM THE DRIP LINE OF THE EXISTING PLANT CANOPY. ALL PLANTS, INCLUDING HEDGES AND GROUND COVER SHALL BE PLANTED IN INDIVIDUALLY DUG HOLES AND THE MATERIAL DUG FROM THE HOLES SHALL THEN BE FURTHER MIXED WITH THE PREPARED SITE SOIL PRIOR TO BACKFILLING OF THE PLANTING HOLES AROUND THE ROOT BALLS. NO ADDITIONAL BACKFILL SOIL SHALL BE USED.

AN EXCEPTION ARE PLANTING PITS FOR CABBAGE PALMS, WHICH SHALL BE BACKFILLED WITH CLEAN NATIVE SAND ONLY.

REMOVE EXCESS MATERIAL TO PROVIDE PROPER FINISHED GRADE.

PLANT MATERIALS

TREES, PALMS, SHRUBS,GROUND COVERS:

PLANT SPECIES AND SIZES SHALL CONFORM TO THOSE INDICATED IN THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARDIZED PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I & II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, UNLESS SPECIFIED OTHERWISE. ALL PLANTS SHALL BE NORMAL FOR THE VARIETY AND FLORIDA GRADE NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY.

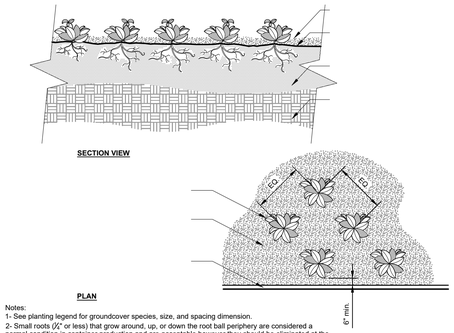
SPECIMEN MEANS AN EXCEPTIONALLY HEAVY, SYMMETRICAL, TIGHTLY KNIT PLANT, SO TRAINED OR FAVORED IN ITS DEVELOPMENT THAT FIRST APPEARANCE IS UNQUESTIONABLE AND IT IS OUTSTANDINGLY SUPERIOR IN FORM, NUMBER OF BRANCHES, COMPACTNESS AND SYMMETRY.

ALL PLANTS SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL BRANCHED AND FREE OF DISEASE AND INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE LANDSCAPE ARCHITECT, WHERE REQUIREMENTS ARE OMITTED FROM THE PLANT LIST. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY UPON THE APPROVAL OF THE LANDSCAPE ARCHITECT.

ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS OF GOOD QUALITY AND BE IN HEALTHY GROWING CONDITION. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER.

GENERAL NOTES:

1. THE CONTRACTOR SHALL PERSONALLY ACQUAINT HIM/HER SELF WITH THE EXISTING SITE CONDITIONS AND THE EXTENT AND SCOPE OF WORK REQUIRED.
2. THE PLANT LIST INDICATES THE NAMES, SIZES AND SPACING OF SPECIFIC PLANT MATERIALS. QUANTITIES HAVE BEEN PROVIDED TO THE CONTRACTOR AS A CONVENIENCE, THE CONTRACTOR IS RESPONSIBLE FOR HIS/HER OWN QUANTITY COUNT. IN CASE OF DISCREPANCIES BETWEEN THE DRAWINGS AND PLANT LIST, THE QUANTITIES ON THE PLANT LIST SHALL PREVAIL.
3. NO SUBSTITUTES ON VARIETIES LISTED WILL BE ALLOWED WITHOUT WRITTEN APPROVAL FROM LANDSCAPE ARCHITECT.
4. PLANTS SHALL BE WATERED AS NECESSARY OR WITHIN 24 HOURS AFTER NOTIFICATION BY THE LANDSCAPE ARCHITECT.
5. THE LOCATIONS OF PLANTS, AS SHOWN IN THESE PLANS, ARE APPROXIMATE. THE FINAL LOCATIONS MAY BE ADJUSTED TO ACCOMMODATE UNFORESEEN FIELD CONDITIONS. MAJOR ADJUSTMENTS TO THE LAYOUT ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT OF RECORD.
6. ALL PLASTIC FABRIC SHALL BE REMOVED FROM PLANT MATERIAL AT TIME OF INSTALLATION.
7. ALL TREES MUST BE STAKED AS SHOWN ON THE LANDSCAPE DETAIL SHEET WITHIN 24 HRS OF PLANTING. STAKES TO REMAIN FOR A MINIMUM OF 12 MONTH BUT NO LONGER THAN 18 MONTH. CONTRACTOR RESPONSIBLE FOR MAINTENANCE AND REMOVAL OF THE STAKES.
8. ALL TREES MUST BE PRUNED AS PER LANDSCAPE ARCHITECT DIRECTION.
9. ALL SOD EDGES SHALL BE TRIMMED AS PER THE LANDSCAPE ARCHITECTS DIRECTION.
10. ALL SHRUBS, TREES, GROUNDCOVERS, AND SOD AREAS SHALL HAVE IMPROVED SOIL AS PER PLANTING SOIL NOTES. WILDFLOWER AREAS SHALL BE NATIVE TOPSOIL ONLY.
11. DO NOT ALLOW AIR POCKETS TO FROM WHEN BACKFILLING.
12. SOAK PLANTS IMMEDIATELY WITH WATER FOLLOWING PLANTING.
13. MAINTAIN THE ORIGINAL GRADE OF THE TREE BASE.
14. DO NOT BREAK ROOTBALL. SHAVE ROOTBALL OF TREES PER DETAIL BELOW.
15. ALL PLANTS SHALL BE HARDY UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE ON LOCALITY OF THE PROJECT.
16. THE LANDSCAPE CONTRACTOR SHALL WATER, MULCH, WEED, PRUNE,, AND OTHERWISE MAINTAIN ALL PLANTS, INCLUDING SOD, UNTIL COMPLETION OF THE CONTRACT OR ACCEPTANCE BY THE LANDSCAPE ARCHITECT. SETTLED PLANTS SHALL BE RESET TO PROPER GRADE, PLANTING SAUCERS RESTORED, AND DEFECTIVE WORK CORRECTED.
17. THE LANDSCAPE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR DEBRIS CAUSED BY THE CREWS DURING THE PERFORMANCE OF THE WORK. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROMPTLY REMOVE ALL WASTE MATERIALS, DEBRIS, UNUSED PLANT MATERIAL, EMPTY PLANT CONTAINERS AND ALL EQUIPMENT FROM THE PROJECT SITE.
18. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND REQUEST A FINAL INSPECTION. ANY ITEMS THAT ARE JUDGED INCOMPLETE OR UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR REPRESENTATIVE SHALL BE PROMPTLY CORRECTED BY THE LANDSCAPE CONTRACTOR.
19. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE IN WRITING FROM THE LANDSCAPE ARCHITECT. AT THE TIME OF FINAL ACCEPTANCE THE ONE (1) YEAR PERIOD SHALL COMMENCE. ANY MATERIALS WHICH HAVE DIED DURING THIS PERIOD SHALL BE PROMPTLY REPLACED WITH SPECIMENS THAT MEET THE MINIMUM REQUIREMENTS CALLED FOR IN THE DRAWINGS. THE LANDSCAPE CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR THE DEATH OR DAMAGE RESULTING FROM LIGHTNING, VANDALISM, AUTOMOBILES OR FROM NEGLIGENCE BY THE OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING AND OTHERWISE MAINTAINING PLANTS DURING THE GUARANTEE PERIOD UNLESS A WRITTEN AGREEMENT WITH THE LANDSCAPE ARCHITECT PROVIDES FOR A DIFFERENT ARRANGEMENT.
20. ALL LABOR AND MATERIAL FOR SOIL AMENDMENTS AND FERTILIZER THAT IS REQUIRED TO INSURE THE SUCCESSFUL ESTABLISHMENT AND SURVIVAL OF THE PROPOSED VEGETATION AS WELL AS ALL COST FOR THE REMOVAL OF UNSUITABLE OR EXCESS BACKFILL MATERIAL SHALL BE INCLUDED IN THE CONTRACTORS BID TO PERFORM THE WORK PRESENTED IN THIS PLAN SET.
21. NO LANDSCAPING ADDED UNDER THIS PROJECT SHALL BE LOCATED SUCH THAT SAID LANDSCAPING OBSCURES MOTORIST'S VISIBILITY OF ANY EXISTING SIGN(S).
22. 100% OF REQUIRED SHRUBS ARE DROUGHT TOLERANT.



Notes:
1- See planting legend for groundcover species, size, and spacing dimension.
2- Small roots (⅛" or less) that grow around, up, or down the root ball periphery are considered a normal condition in container production and are acceptable however they should be eliminated at the time of planting. Roots on the periperhy can be removed at the time of planting. (See root ball shaving container detail).
3- Settle soil around root ball of each groundcover prior to mulching.

GROUNDCOVER

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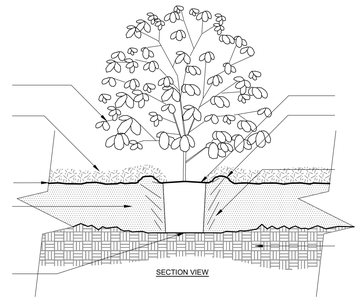

Notes:
1- Shrubs shall be of quality prescribed in the root observations detail and specifications.

2- See specifications for further requirements related to this detail.

SHRUB - MODIFIED SOIL

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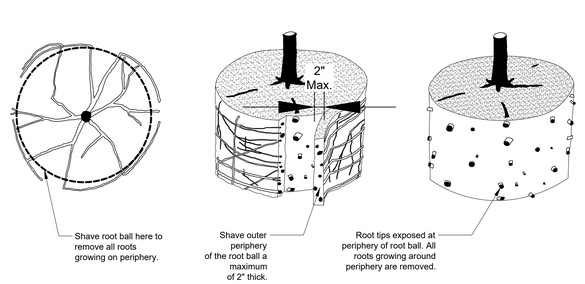

Notes:
1- Shaving to be conducted using a sharp blade or hand saw eliminating no more than needed to remove all roots on the periphery of root ball.

2- Shaving can be performed just prior to planting or after placing in the hole.

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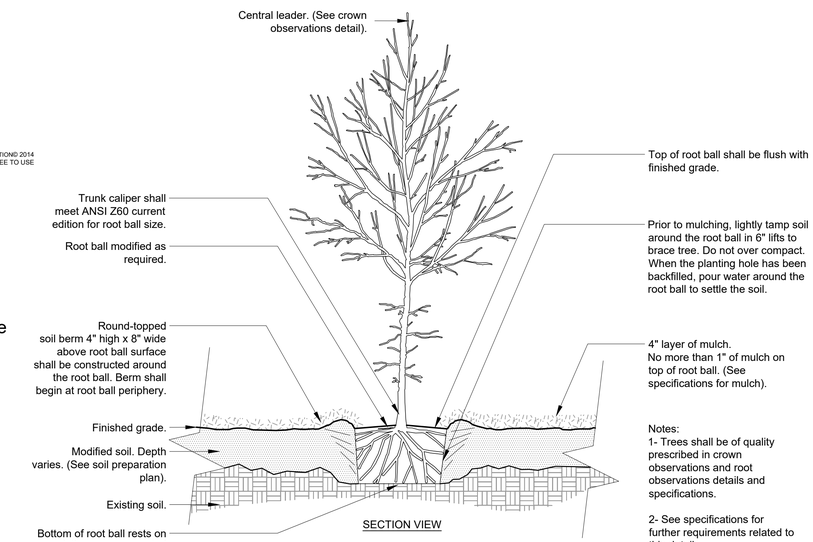
ROOT BALL SHAVING CONTAINER DETAIL



Notes:
1- Trees shall be of quality prescribed in crown observations and root observations details and specifications.

2- See specifications for further requirements related to this detail.

TREE w/ BERM (EXISTING SOIL MODIFIED)

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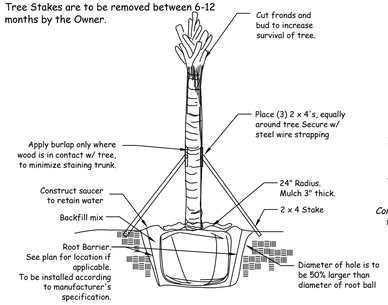
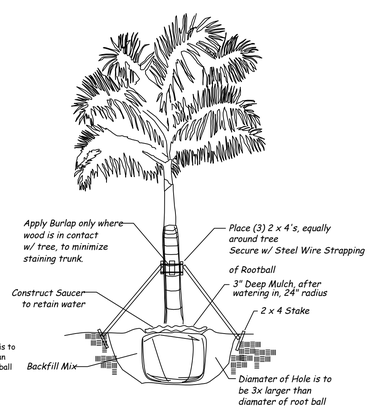
Watering Schedule			
Item	**Water**	**Month**	**No. of Applications**
Palms	20 gal	1	12
Large Trees	30 gal	2	12
Small Trees	20 gal	3	8
Large Shrubs	10 gal	4	8
Small Shrubs	5 gal	5	5
Groundcover	5 gal		
Total Applications			**45**

Palm Planting Detail

NTS

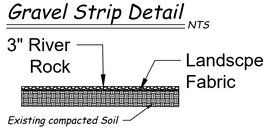
Tree Stakes are to be removed between 6-12 months by the Owner.





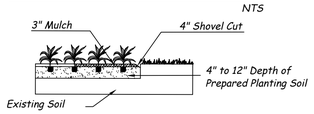
Gravel Strip Detail

NTS



Planting Edge at Sod Detail

NTS



ABBREVIATIONS:

C.T.- CLEAR TRUNK
Ht.- HEIGHT
O.C.- ON CENTER
Spr.- SPREAD

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Revisions	
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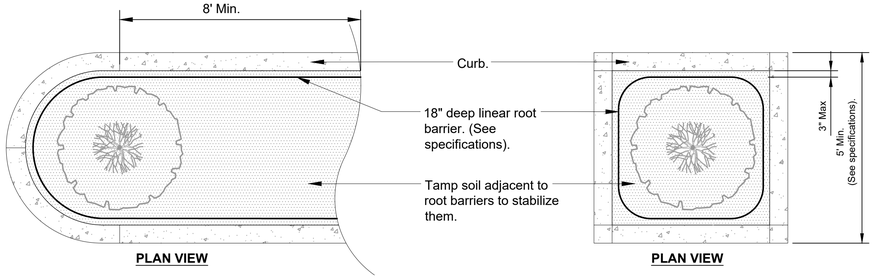
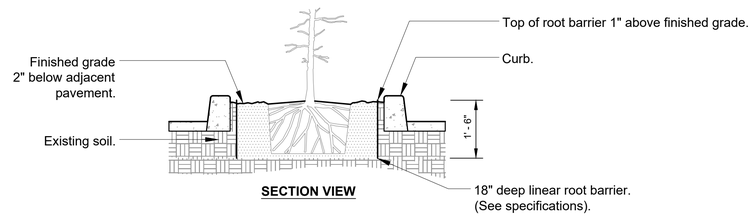
1291 S OBT
City of Appopka

Landscape Notes and Details

LANDSCAPE ARCHITECTURE LA0001733 STATE OF FLORIDA

11.22.23
LD-05





Notes:
1- Root barriers shall be installed per manufacturer's specifications and recommendations.

2- Root barriers shall be installed when root ball is located within 6' of pavement.

ROOT BARRIERS - PARKING LOT ISLANDS

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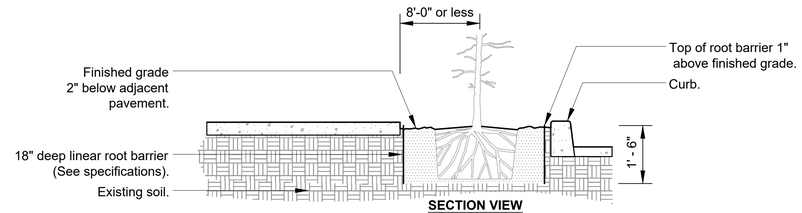

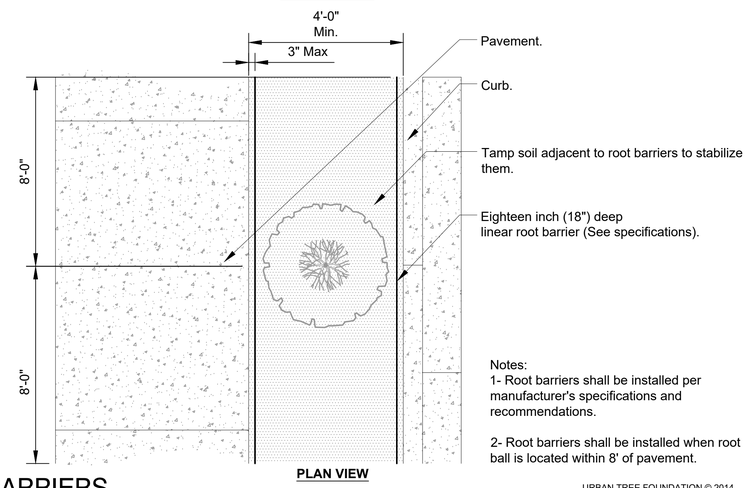

Notes:
1- Root barriers shall be installed per manufacturer's specifications and recommendations.

2- Root barriers shall be installed when root ball is located within 8' of pavement.

S-X

ROOT BARRIERS

3/8" = 1'-0"

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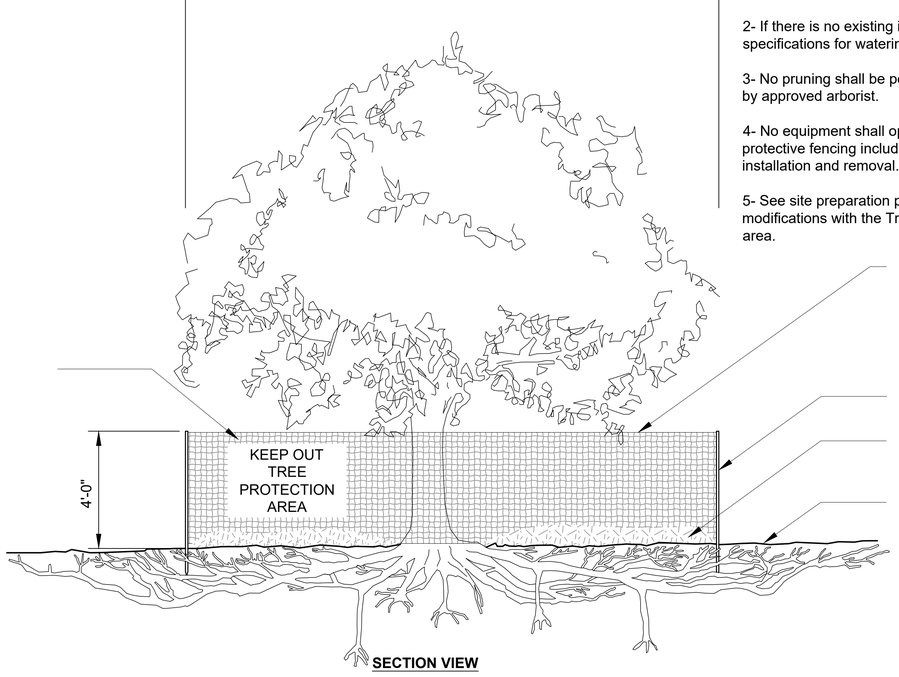
L_site preparation_rootbarriers



Notes:
1- See specifications for additional tree protection requirements.

2- If there is no existing irrigation, see specifications for watering requirements.

3- No pruning shall be performed except by approved arborist.

4- No equipment shall operate inside the protective fencing including during fence installation and removal.

5- See site preparation plan for any modifications with the Tree Protection area.

S-X

TREE PROTECTION

1/4" = 1'-0"

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L_tree protection_safety netting

Landscape Design Associates
25110 NW 182nd Ave
High Springs, FL 32643
352-210-5765 ph. www.landscapeda.com

Scale: NTS
Drawn by: SM
Checked by: SM
CADD No.: 23-052 lp.dwg
Date: 9.7.23

Revisions
Date | Comments

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1291 S OBT

City of Apopka

Landscape Notes and Details

LANDSCAPE ARCHITECT LANDSCAPE DESIGN ASSOCIATES LA0001733 STATE OF FLORIDA

11.22.23
LD-06

Tree Mitigation Data:

Specimen Trees on site:	23 Trees
Specimen Trees preserved:	2 Trees
Inches removed:	2,136 inches
Extra Trees planted: (13@3")	39 inches
Remaining Mitigation required:	2,097 inches

Mitigation to be accomplished by payment into mitigation fund.

Existing Tree Table of Contents					
Oak Tree:		Palm Tree:		UK Tree:	
6" Oak	8	13" Palm	1	6"	12
7" Oak	2	14" Palm	1	7"	2
8" Oak	10	15" Palm	1	8"	4
9" Oak	17			9"	3
10" Oak	5			10"	2
11" Oak	9			11"	3
12" Oak	6			13"	2
13" Oak	5			27"	1
14" Oak	14			30"	1
15" Oak	6				
16" Oak	6				
17" Oak	7				
18" Oak	6				
19" Oak	4				
20" Oak	13				
21" Oak	1				
22" Oak	2				
23" Oak	1				
24" Oak	2				
25" Oak	2				
26" Oak	4				
28" Oak	1				
30" Oak	2				
31" Oak	2				
35"Oak	1				
36" Oak	3				
40" Oak	1				
42" Oak	2				
44" Oak	2				
47" Oak	1				
Total	**145**		**3**		**30**

Trees To Be Removed Table of Contents					
Oak Tree:		Inches	UK Tree:		Inches
6" Oak	5	30	6"	12	72
7" Oak	2	14	7"	2	14
8" Oak	8	64	8"	4	32
9" Oak	15	135	9"	2	18
10" Oak	4	40	10"	2	20
11" Oak	9	99	11"	2	22
12" Oak	5	60	13"	2	24
13" Oak	3	39	27"	0	0
14" Oak	12	168	30"	1	14
15" Oak	5	75			
16" Oak	6	96			
17" Oak	7	119			
18" Oak	6	108			
19" Oak	4	76			
20" Oak	13	260			
21" Oak	1	21			
22" Oak	1	22			
23" Oak	1	23			
24" Oak	2	48			
25" Oak	1	25			
26" Oak	4	104			
28" Oak	1	28			
30" Oak	2	60			
31" Oak	2	62			
35"Oak	1	35			
36" Oak	3	108			
40" Oak	1	40			
42" Oak	1	42			
44" Oak	2	88			
47" Oak	1	47			
Total:	**128**	**2136**		**27**	**216**

	Measurement	Calculation	Percentage
Total Canopy Area	487896	-	-
Existing Canopy	162090	162090 / 487896 = 0.3322	33.22%
Preserved Canopy Required	6% (see table 5.3.7.B.2.C)	6 + (7 * .05) = 6.35% 6.35% * 33.22% = 2.11%	2.11% (10,293 sf)
Preserved Canopy Provided	86160	86160 / 487896 = 0.1766	17.66%

N W E S

Graphic Scale

50 25 0 50

Scale: 1" = 50'

Landscape Design Associates
25110 NW 182nd Ave
High Springs, FL 32643
352-210-5765 ph. www.landscapeda.com

Scale: 1"=50'
Drawn by: SM
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1291 S OBT

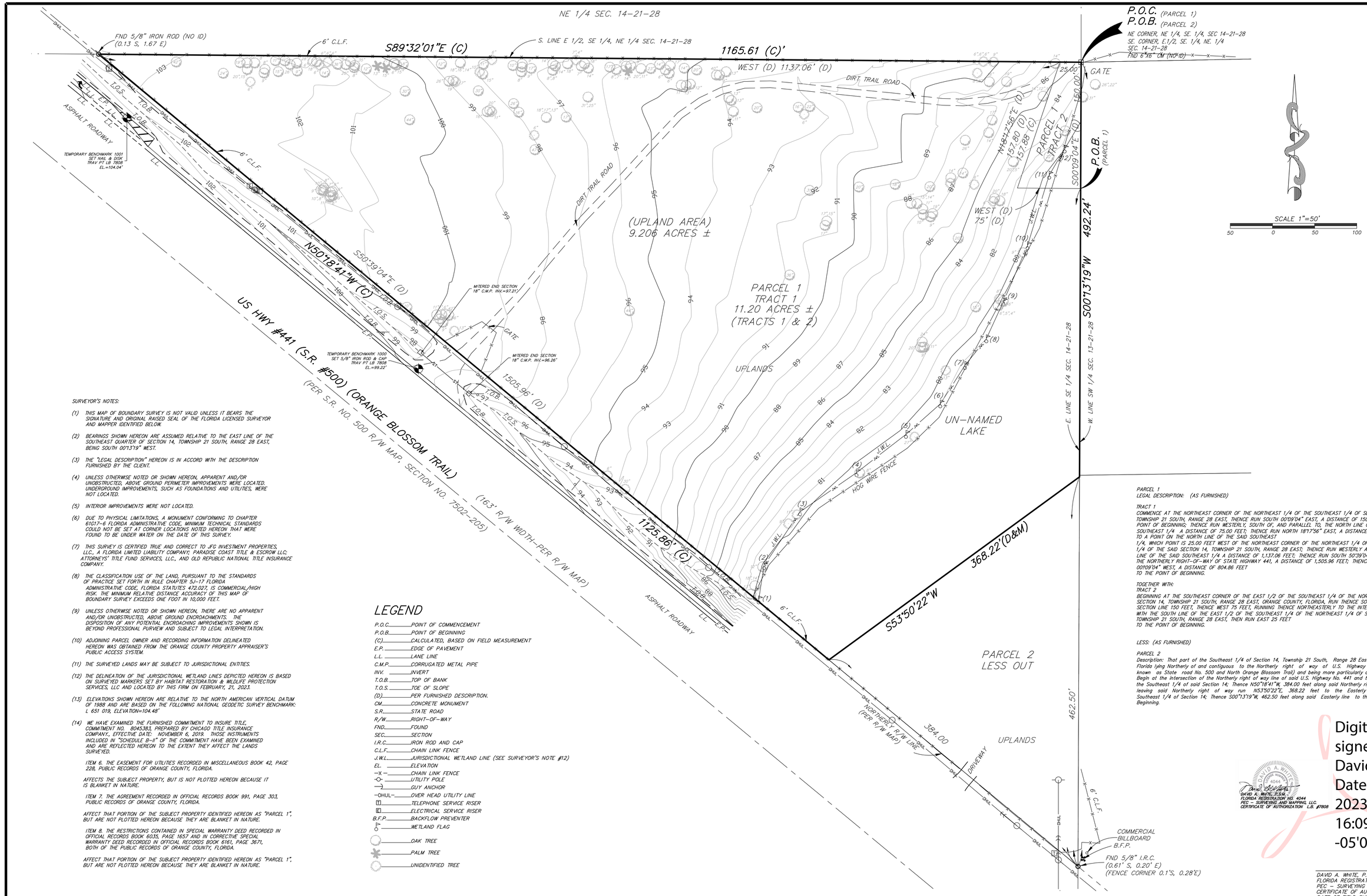
City of Appopka

Canopy Retention and Tree Mitigation

REGISTERED LANDSCAPE ARCHITECT
LA0001733
STATE OF FLORIDA

11.22.23

LD-07



SURVEYOR'S NOTES:

(1) THIS MAP OF BOUNDARY 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 EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 28 EAST, BEING SOUTH 00°13'19" WEST.

(3) THE "LEGAL DESCRIPTION" HEREON IS IN ACCORD WITH THE DESCRIPTION FURNISHED BY THE CLIENT.

(4) UNLESS OTHERWISE NOTED OR SHOWN HEREON, APPARENT AND/OR UNOBSTRUCTED, ABOVE GROUND PERIMETER IMPROVEMENTS WERE LOCATED. UNDERGROUND IMPROVEMENTS, SUCH AS FOUNDATIONS AND UTILITIES, WERE NOT LOCATED.

(5) INTERIOR IMPROVEMENTS WERE NOT LOCATED.

(6) DUE TO PHYSICAL LIMITATIONS, A MONUMENT CONFORMING TO CHAPTER 61G17–6 FLORIDA ADMINISTRATIVE CODE, MINIMUM TECHNICAL STANDARDS COULD NOT BE SET AT CORNER LOCATIONS NOTED HEREON THAT WERE FOUND TO BE UNDER WATER ON THE DATE OF THIS SURVEY.

(7) THIS SURVEY IS CERTIFIED TRUE AND CORRECT TO JFG INVESTMENT PROPERTIES, LLC., A FLORIDA LIMITED LIABILITY COMPANY; PARADISE COAST TITLE & ESCROW LLC; ATTORNEYS' TITLE FUND SERVICES, LLC., AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.

(8) THE CLASSIFICATION USE OF THE LAND, PURSUANT TO THE STANDARDS OF PRACTICE 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 EXCEEDS ONE FOOT IN 10,000 FEET.

(9) UNLESS OTHERWISE NOTED OR SHOWN HEREON, THERE ARE NO APPARENT AND/OR UNOBSTRUCTED, ABOVE GROUND ENCROACHMENTS. THE DISPOSITION OF ANY POTENTIAL ENCROACHING IMPROVEMENTS SHOWN IS BEYOND PROFESSIONAL PURVIEW AND SUBJECT TO LEGAL INTERPRETATION.

(10) ADJOINING PARCEL OWNER AND RECORDING INFORMATION DELINEATED HEREON WAS OBTAINED FROM THE ORANGE COUNTY PROPERTY APPRAISER'S PUBLIC ACCESS SYSTEM.

(11) THE SURVEYED LANDS MAY BE SUBJECT TO JURISDICTIONAL ENTITIES.

(12) THE DELINEATION OF THE JURISDICTIONAL WETLAND LINES DEPICTED HEREON IS BASED ON SURVEYED MARKERS SET BY HABITAT RESTORATION & WILDLIFE PROTECTION SERVICES, LLC AND LOCATED BY THIS FIRM ON FEBRUARY, 21, 2023.

(13) ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 AND ARE BASED ON THE FOLLOWING NATIONAL GEODETIC SURVEY BENCHMARK: L 651 019, ELEVATION=104.48'

(14) WE HAVE EXAMINED THE FURNISHED COMMITMENT TO INSURE TITLE, COMMITMENT NO. 8045383, PREPARED BY CHICAGO TITLE INSURANCE COMPANY., EFFECTIVE DATE: NOVEMBER 6, 2019. 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.

ITEM 6. THE EASEMENT FOR UTILITIES RECORDED IN MISCELLANEOUS BOOK 42, PAGE 228, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AFFECTS THE SUBJECT PROPERTY, BUT IS NOT PLOTTED HEREON BECAUSE IT IS BLANKET IN NATURE.

ITEM 7. THE AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 991, PAGE 303, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AFFECT THAT PORTION OF THE SUBJECT PROPERTY IDENTIFIED HEREON AS "PARCEL 1", BUT ARE NOT PLOTTED HEREON BECAUSE THEY ARE BLANKET IN NATURE.

ITEM 8. THE RESTRICTIONS CONTAINED IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 6035, PAGE 1657 AND IN CORRECTIVE SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 6161, PAGE 3671, BOTH OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AFFECT THAT PORTION OF THE SUBJECT PROPERTY IDENTIFIED HEREON AS "PARCEL 1", BUT ARE NOT PLOTTED HEREON BECAUSE THEY ARE BLANKET IN NATURE.

LEGEND

P.O.C. ..... POINT OF COMMENCEMENT
P.O.B. ..... POINT OF BEGINNING
(C) ..... CALCULATED, BASED ON FIELD MEASUREMENT
E.P. ..... EDGE OF PAVEMENT
L.L. ..... LANE LINE
C.M.P. ..... CORRUGATED METAL PIPE
INV. ..... INVERT
T.O.B. ..... TOP OF BANK
T.O.S. ..... TOE OF SLOPE
(D) ..... PER FURNISHED DESCRIPTION.
CM ..... CONCRETE MONUMENT
S.R. ..... STATE ROAD
R/W ..... RIGHT–OF–WAY
FND. ..... FOUND
SEC. ..... SECTION
I.R.C. ..... IRON ROD AND CAP
C.L.F. ..... CHAIN LINK FENCE
J.W.L. ..... JURISDICTIONAL WETLAND LINE (SEE SURVEYOR'S NOTE #12)
EL. ..... ELEVATION
–X– ..... CHAIN LINK FENCE
UTILITY POLE
GUY ANCHOR
–OHUL– ..... OVER HEAD UTILITY LINE
T TELEPHONE SERVICE RISER
E ELECTRICAL SERVICE RISER
B.F.P. ..... BACKFLOW PREVENTER
WETLAND FLAG
OAK TREE
PALM TREE
UNIDENTIFIED TREE

PARCEL 1
LEGAL DESCRIPTION: (AS FURNISHED)

TRACT 1
COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 28 EAST, THENCE RUN SOUTH 00°09'04" EAST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING; THENCE RUN WESTERLY, SOUTH OF, AND PARALLEL TO, THE NORTH LINE OF THE AFORESAID SOUTHEAST 1/4 A DISTANCE OF 75.00 FEET; THENCE RUN NORTH 1°17'56" EAST, A DISTANCE OF 157.80 FEET TO A POINT ON THE NORTH LINE OF THE SAID SOUTHEAST 1/4, WHICH POINT IS 25.00 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SAID SECTION 14, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE RUN WESTERLY ALONG THE NORTH LINE OF THE SAID SOUTHEAST 1/4 A DISTANCE OF 1,137.06 FEET; THENCE RUN SOUTH 50°39'04" EAST, ALONG THE NORTHERLY RIGHT–OF–WAY OF STATE HIGHWAY 441, A DISTANCE OF 1,505.96 FEET; THENCE RUN NORTH 00°09'04" WEST, A DISTANCE OF 804.86 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:
TRACT 2
BEGINNING AT THE SOUTHEAST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, RUN THENCE SOUTH ALONG THE SECTION LINE 150 FEET, THENCE WEST 75 FEET, RUNNING THENCE NORTHEASTERLY TO THE INTERSECTION THEREOF WITH THE SOUTH LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 28 EAST, THEN RUN EAST 25 FEET TO THE POINT OF BEGINNING.

LESS: (AS FURNISHED)

PARCEL 2
Description: That part of the Southeast 1/4 of Section 14, Township 21 South, Range 28 East, Orange County, Florida lying Northerly of and contiguous to the Northerly right of way of U.S. Highway No. 441 (Also known as State road No. 500 and North Orange Blossom Trail) and being more particularly described as: Begin at the intersection of the Northerly right of way line of said U.S. Highway No. 441 and the Easterly line of the Southeast 1/4 of said Section 14; Thence N50°18'41"W, 384.00 feet along said Northerly right of way; Thence leaving said Northerly right of way run N53°50'22"E, 368.22 feet to the Easterly line of said Southeast 1/4 of Section 14; Thence S00°13'19"W, 462.50 feet along said Easterly line to the Point of Beginning.

DAVID A. WHITE, P.S.M.
FLORIDA REGISTRATION NO. 4044
PEC – SURVEYING AND MAPPING, LLC
CERTIFICATE OF AUTHORIZATION L.B. #7808

Digitally signed by David A White
Date: 2023.03.09 16:09:55 -05'00'

DAVID A. WHITE, P.S.M.
FLORIDA REGISTRATION NO. 4044
PEC – SURVEYING AND MAPPING, LLC
CERTIFICATE OF AUTHORIZATION L.B. #7808
DATE OF FIELD SURVEY: 02–23–2023

DATE	BY	REVISIONS
3–9–2023	R.J.G./J.L.M.	REVISED MAP OF TOPOGRAPHIC SURVEY

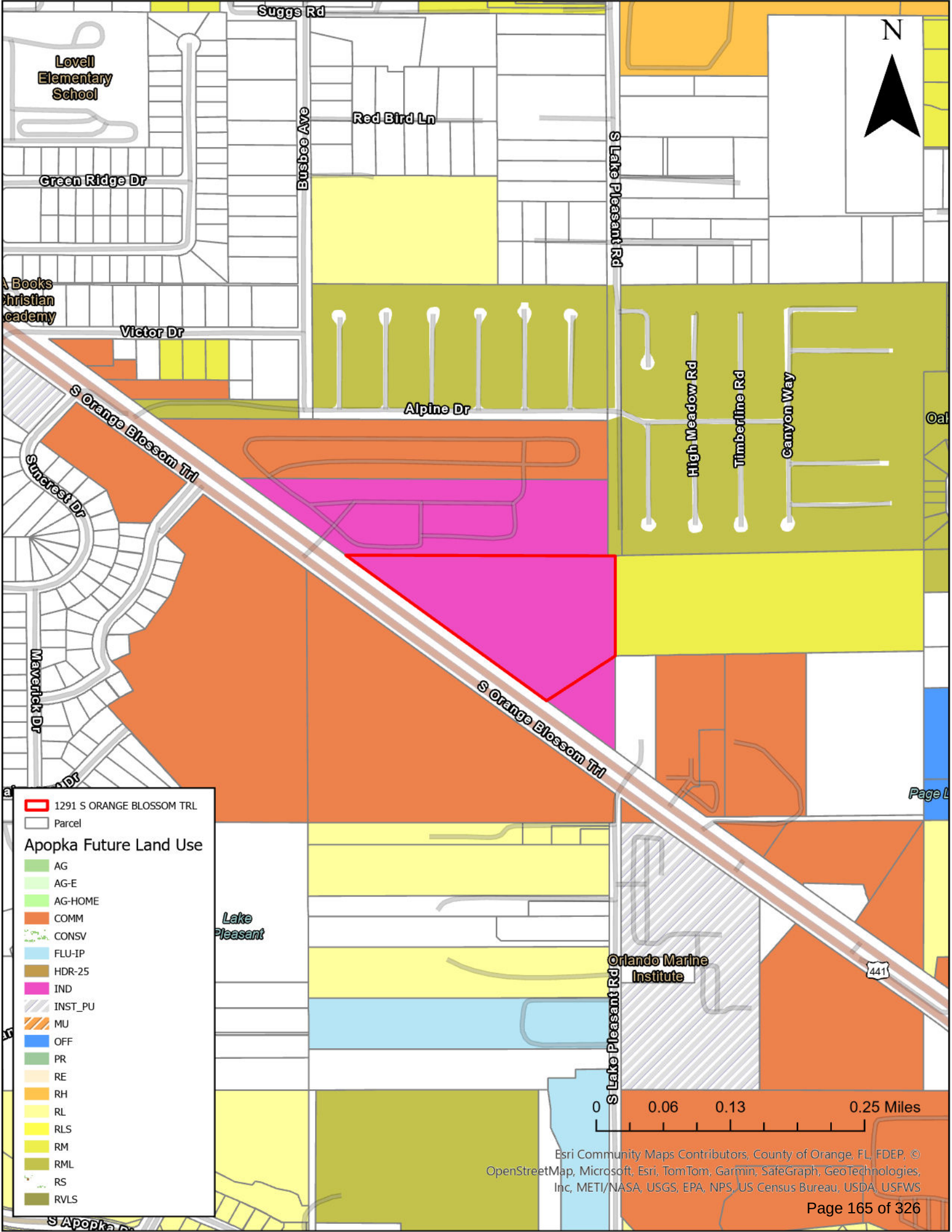
PEC | SURVEYING AND MAPPING, LLC
CERTIFICATE OF AUTHORIZATION NUMBER LB 7808
2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407–542–4967
WWW.PECONLINE.COM dw@peconline.com

MAP OF BOUNDARY SURVEY
LOCATED IN
SECTION 14, TOWNSHIP 21 SOUTH, RANGE 28 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

SHEET 1 OF 1

JOB NO.:	23–013
DATE:	03/02/2023
DRAWN BY:	R.J.G.
CHECKED BY:	D.A.W
F.B.	2468
PAGE(S)	14–31

O:\23–013 Kelly General Contractors\23–013 SURVEY.dwg Mar 09, 2023 – 4:08pm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Busbee Ave
Red Bird Ln
S Lake Pleasant Rd
Green Ridge Dr
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Victor Dr
Alpine Dr
High Meadow Rd
Timberline Rd
Canyon Way
S Orange Blossom Trl
Suncrest Dr
Maverick Dr
Lake Pleasant
Orlando Marine Institute
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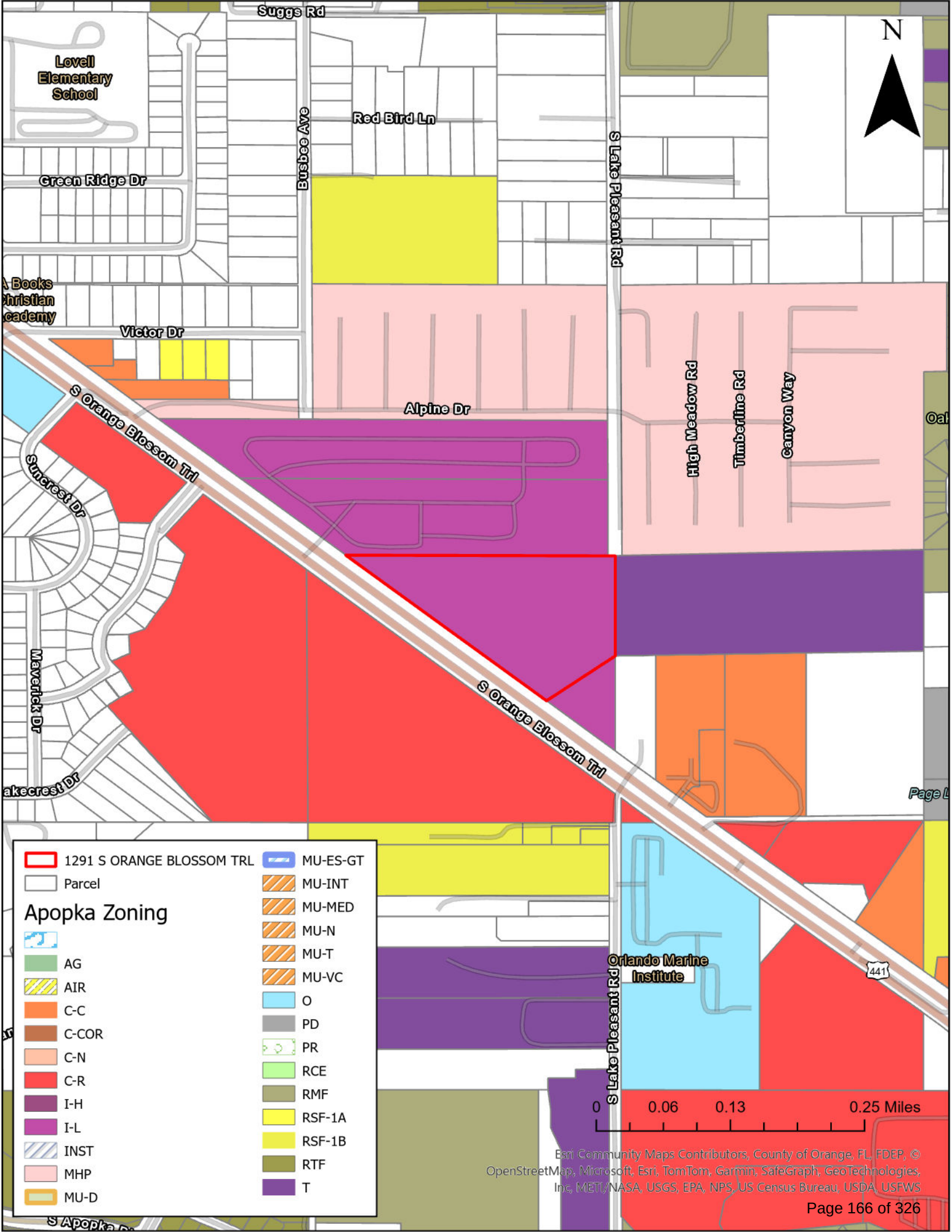
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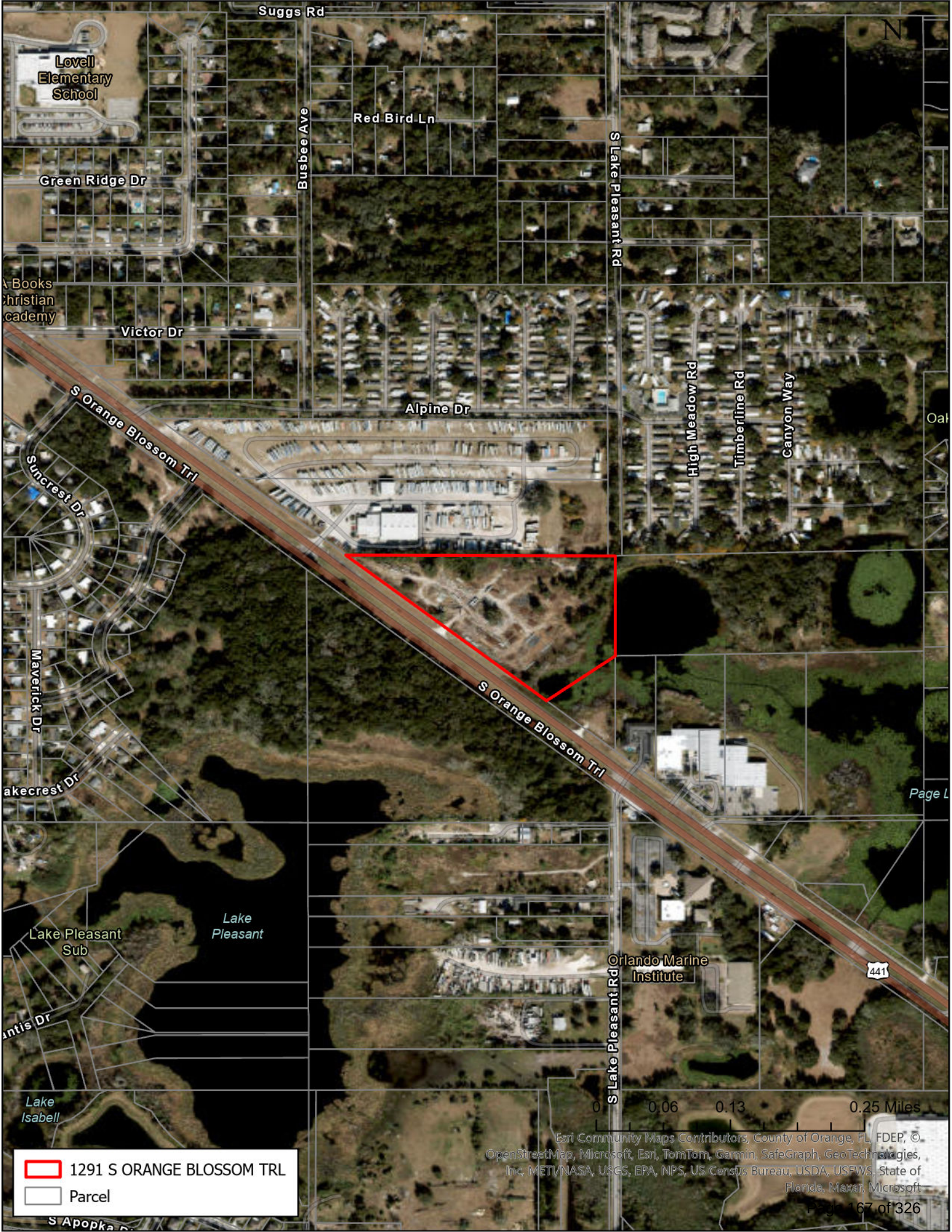
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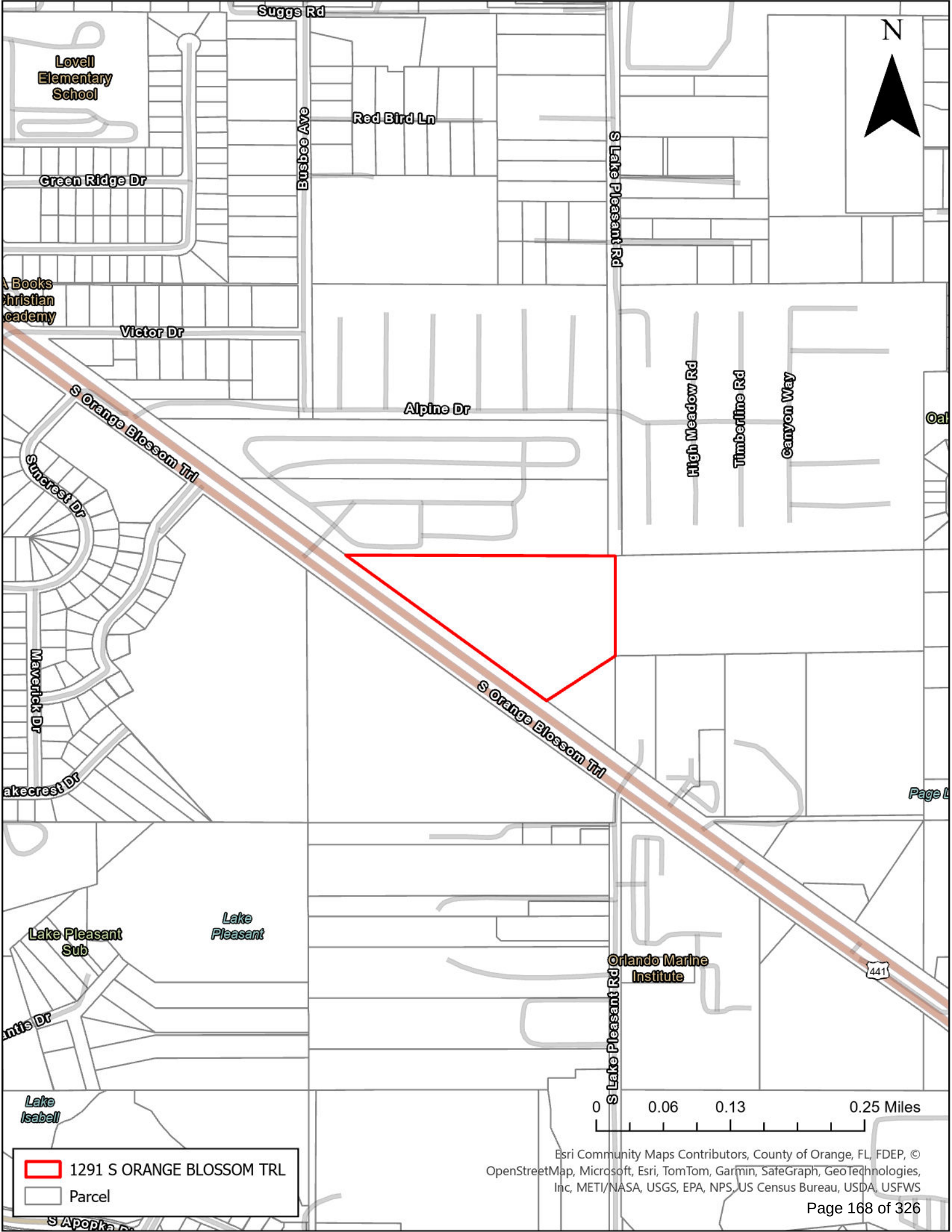
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City of Apopka
CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)
Item #: 6.
Meeting Date: March 6, 2024
Department: Public Services

SUBJECT:
FY 23-24 Individual Distributed Wastewater Treatment Systems (IDWTS) Conversion Project Master Service Agreement and First Amendment to the Master Service Agreement.

REQUEST:
Approve the use of the First Amendment to the Master Service Agreement for new installations of OnSyte units as stipulated in the amended and restated Section 8.4 of the Agreement and the addition of Section 8.8 of the First Amendment to the Master Service Agreement.

SUMMARY:
The City of Apopka currently has a Master Service Agreement with OnSyte Performance Inc. for the complete turnkey installation and maintenance of IDWTS units for the Wekiva Glen Neighborhood. The First Amendment to the Master Service Agreement clarifies that “OnSyte will provide, at its sole cost, full coverage maintenance, adjustment, repair, and/or replacement for all DWTUs, including but not limited to related components and infrastructure, except to the extent that such damage was caused by Customer, property owner or others.” These changes are reflected in Sections 8.4 and 8.8 of the First Amendment to the Master Service Agreement.

The First Amendment to the Master Service Agreement was presented as Business item #3 on the 2/21/24 Council Agenda. However, the Resolution 2024-03 for the IDWTS for the stakeholders was not read separately and therefore, was not voted on for the proper acceptance protocol. We are requesting the approval of all items including the Master Service Agreement and the First Amendment to the Master Service Agreement.

FUNDING SOURCE:
FY 23-24 401 Reclaimed Operating Fund 401-3121-535-6300

RECOMMENDED MOTION:
Approve the continued use of the Master Service Agreement along with its First Amendment to the Master Service Agreement that defines the repairs and replacements that will be covered under the operation and management provisions.

ATTACHMENTS:
1. City of Apopka’s First Amendment to the Master Service Agreement
2. Master Service Agreement
3. Presentation of the City of Apopka’s IDWTS presented on 2/21/24

FIRST AMENDMENT
TO
MASTER SERVICE AGREEMENT

This Amendment to Master Service Agreement is made and entered into as of this **__ day of _____ 2024**, by and between the City of Apopka, a Florida municipal corporation ("Customer"), and OnSyte Performance, Inc. ("OnSyte"). Customer and Onsyte may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Customer and OnSyte are parties to a Master Service Agreement dated January 7, 2021 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Onsyte provides domestic wastewater (sewer) services to Customer; and

WHEREAS, the Parties have mutually agreed to amend the Agreement in the limited manner set forth below.

NOW THEREFORE, in exchange for the mutual promises contained herein, Customer and Onsyte agree to amend the Agreement as follows: *(italics in this Amendment indicate new language to be added to the Agreement)*

1. Section 8.4 of the Agreement is amended and restated in its entirety to read as follows:

> DWTU Maintenance. Any defects arising in any DWTU provided hereunder for which Customer has subscribed to operations and maintenance service under the applicable DWTU Task Order will be serviced by OnSyte in accordance with *this Agreement and any amendments made thereto, the terms of the applicable Task Order, and* the support and maintenance terms attached hereto as Exhibit D (the "Support and Maintenance Terms"), which shall be Customer's sole and exclusive remedy, and OnSyte's sole obligation with respect to any defect or claimed defect in any DWTU.

2. Section 8 of the Agreement is amended to add the following subsection:

> *8.8 Onsyte Requirements. Onsyte acknowledges and agrees that, as part of the Support and Maintenance Services provided to Customer, Onsyte will provide at its sole cost full coverage maintenance, adjustment, repair, and/or replacement for all DWTUs, including but not limited to related components and infrastructure, except to the extent that such damage was caused by Customer, property owner or others, as provided in Exhibit D, Support and Maintenance Terms. Any replacement parts shall be new or refurbished to meet quality standards of manufacturers. Replacement due to any structural failure of the DWTU vessel or replacement at the end of life of all DWTUs during the term of the Agreement is the sole responsibility of OnSyte*. Under no circumstances shall OnSyte's obligations under this Section 8.8 survive

beyond the date of termination of the Agreement or any DWTS Service Order or DWTU Task Order as set forth in Section 6 of the Agreement. Notwithstanding anything to the contrary herein, OnSyte shall not be liable for any failures caused by, arising from, or in connection with any Force Majeure Event as defined in Section 11.10 of the Agreement.

3. All other terms and conditions of the Agreement shall remain in full force and effect, and to the extent of any conflict between this Amendment and the original Agreement, or any modifications thereof, this Amendment shall prevail.

IN WITNESS WHEREOF, the undersigned Parties have executed this Amendment on the day, month, and year set forth above.

CITY OF APOPKA, FLORIDA

_____
Bryan Nelson,
Mayor

ONSYTE PERFORMANCE, INC.

_____
Signature

_____
Print

_____
Title

ATTEST:

_____
Susan Bone
City Clerk

Approved as to form and legal sufficiency:

_____
Clifford B. Shepard
City Attorney

MASTER SERVICES AGREEMENT

Jan. 7, 2021

This Master Services Agreement (the "**Agreement**"), dated as of ~~December, 2020~~ (the "**Effective Date**"), is made by and between OnSyte Performance, Inc., a Georgia corporation, with offices located at 300 Brogdon Road, Suwanee GA 30024, Ste 120 ("**OnSyte**") and the City of Apopka ("**Customer**"). Each of OnSyte and Customer may be referred to herein individually as a "**Party**" and collectively they are the "**Parties**".

BACKGROUND

OnSyte has developed technology to provide cost-effective domestic wastewater treatment services to locations beyond the reach of conventional sewer infrastructure. The Florida Department of Environmental Protection ("**FDEP**") has evaluated this technology and determined it to meet the requirements of Chapter 62-600, Florida Administrative Code, for Domestic Wastewater Facilities.

FDEP has developed a new category of domestic wastewater facility, called "Distributed Wastewater Treatment Systems" ("**DWTS**"), which involves centrally managed, decentralized treatment of domestic waste as an alternative to Onsite Sewage Treatment and Disposal Systems (septic tanks). The decentralized treatment is provided by individual "Distributed Wastewater Treatment Units" ("**DWTU**"), installed at the point of wastewater generation. These DWTUs are connected to a licensed wastewater operator using existing wireless data networks to a central management system (e.g. a Supervisory Control & Data Acquisition System or "**SCADA**"), and in this configuration, the DWTS functions like a public wastewater collection and treatment system but without the physical sewer connection to each end user.

Customer desires to provide domestic wastewater (sewer) services to end users within its jurisdiction which may be out of reach of its existing or planned conventional wastewater collection system. The decentralized nature of DWTS technology lends itself to the installation of one or more DWTU at one or more locations, each of which is centrally managed and operated by a licensed wastewater operator, and all of which are authorized by FDEP under a single DWTS Domestic Wastewater Facility permit.

Customer acknowledges that the continued legal occupancy of its residential and/or commercial units of development obligates Customer to continue make domestic wastewater (sewer) services available, whether through this Agreement, or other approved operating entity acceptable to the FDEP.

In consideration of the foregoing, the mutual promises below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1 SERVICES AND OBLIGATIONS

1.1 OnSyte Services. OnSyte hereby agrees during the Service Term of each applicable DWTS Service Order to provide to Customer the domestic wastewater treatment (sewer) services to be performed by OnSyte as specified in this Agreement. The operational approach to this Agreement is a nested concept:

1.1.1 For the property(ies) within Customer's municipal boundary and any applicable franchise territories ("**DWTS Jurisdictional Area**"), a single DWTS permit will be obtained by OnSyte, and the DWTS will be operated by OnSyte, pursuant to a "DWTS Service Order" (defined below).

1.1.2 Within the DWTS Jurisdictional Area, one or more DWTU may be installed at one or more locations to serve residential or commercial units of development. Each DWTU will be configured, installed and commissioned by OnSyte pursuant to a "DWTU Task Order" (defined below). One or more DWTU Task Orders may be executed in connection with this Agreement and subject to any additional requirements provided in the corresponding DWTS Service Order.

1.2 DWTS Service Order; System Services. For purposes of this Agreement, "**DWTS Service Order**" means a written services order, in the form attached hereto as Exhibit A, that references this Agreement, is duly executed by the Parties, and details the DWTS and related platform delivery and system support services to be provided by OnSyte thereunder (the "**System Services**") in accordance with this Section. Each DWTS Service Order shall specify, without limitation: (a) the DWTS Jurisdictional Area; (b) the initial term of such DWTS Service Order; (c) a designated Project Manager (defined in Section 1.6 below) for each Party; (d) any specific tasks to be performed by OnSyte as a part of such System Services; (e) any corresponding obligations of Customer (if any) thereunder; (f) all fees, costs or expenses for or associated with such services (the "**System Fees**"), including but not limited to applicable fees for professional and design services, consulting services, or estimates thereof; (g) any associated deliverables and corresponding target or due dates; and (h) any associated reporting requirements, documentation requirements, assumptions or contingencies.

1.3 DWTU Task Orders; Deployment Services. For purposes of this Agreement, "**DWTU Task Order**" means a written task order, in the form attached hereto as Exhibit B, that references this Agreement and corresponding DWTS Service Order, is duly executed by the Parties, and details the DWTU configuration, installation, commissioning and other services to be provided by OnSyte thereunder (collectively, "**Deployment Services**" and together with the System Services, the "**Services**" under this Agreement) in accordance with this Section. Each DWTU Task Order shall specify, without limitation: (a) the design wastewater flow, or corresponding number of dwelling units or designated uses of the proposed unit of development, as applicable, necessary to determine the appropriate treatment capacity of the DWTU; (b) the location where the DWTU is to be installed; (c) approximate start and end dates of such services; (d) a detailed description of such services and any specific tasks to be performed by OnSyte as part of such Deployment Services; (e) any corresponding obligations of Customer (if any) thereunder; (f) all fees associated with such Deployment Services (the "**Deployment Fees**", and together with the System Fees, the "**Fees**" under this Agreement), including but not limited to applicable fees for professional and design services, implementation and installation services, consulting services, and hardware purchasing, or estimates thereof; (g) any associated deliverables and corresponding target or due dates; and (h) any associated reporting requirements, documentation requirements, assumptions or contingencies and relevant acceptance testing procedures and criteria.

1.4 Change Orders. Either Party may request changes to any DWTS Service Order or DWTU Task Order by written proposal to the other Party (a "**Change Proposal**"). The Parties shall work together in good faith to evaluate the impact of such proposed changes on the terms of each applicable Service Order or Task Order, and OnSyte shall prepare a written description detailing the nature and scope of any additional services required to implement such changes in the form attached as Exhibit C hereto (a "**Change Order**"). Each Change Order shall specify (to the extent applicable) any additional resources required, revised start or end dates, modified or additional Fees, and any other material and relevant information. Any Change Proposal for services outside the scope of or materially different from those set forth in the applicable DWTS Service Order or DWTU Task Order shall be deemed to be a request for new services and shall require a mutually acceptable new DWTS Service Order or DWTU Task Order.

1.5 Obligations. Under no circumstances shall either Party have any obligation or be liable for any Fees in connection with a given DWTS Service Order, DWTU Task Order or Change Order until such has been executed by both Parties. Each fully executed DWTS Service Order, DWTU Task Order or Change Order shall be attached to this Agreement, and all terms and conditions of this Agreement shall apply thereto.

1.6 Project Managers. Each Party will designate a "**Project Manager**" who will be the principal point of contact between the Parties for all matters relating to the applicable DWTS Service Order and any DWTU Task Order executed thereunder. A Party may designate a new Project Manager by written notice to the other Party. The applicable Project Managers for a given DWTS Service Order or DWTU Task Order executed thereunder will have overall responsibility for managing and coordinating the delivery of all

services thereunder, meet regularly regarding such services, and have the power and authority to make decisions with respect to actions to be taken by the Parties in the ordinary course of day-to-day management of the Services under such DWTS Service Order or DWTU Task Order executed thereunder.

1.7 OnSyte Personnel. OnSyte shall have sole authority to hire, fire, direct, control, discipline, reward, evaluate, schedule, supervise, promote, suspend or terminate, all OnSyte personnel. Additionally, OnSyte shall have sole responsibility for its personnel and for the compensation of its personnel assigned to perform services hereunder, including but not limited to payment of worker's compensation, disability and other income and other similar benefits, unemployment and other similar insurance and for withholding income and other taxes and social security.

1.8 Physical Access Rights. Customer will ensure that OnSyte is granted legal access to any Customer property or property of Customer's end-customers, for the purpose of testing, maintaining, repairing, Commissioning, or Decommissioning the DWTU, in accordance with the terms of this Agreement, the DTWS Service Order, and the applicable DWTU Task Order(s).

1.9 Inspection and Audit Rights. Except as otherwise specified in the applicable DWTS Service Order or DWTU Task Order, during reasonable hours and upon prior reasonable written notice to OnSyte and Customer, each shall be permitted to observe the services and related progress, in a manner that does not unreasonably interfere with the performance of such services. Additionally, except as otherwise specified in the applicable DWTS Service Order or DWTU Task Order, during the Term and for a period of three (3) months thereafter, during reasonable hours and upon prior reasonable written notice to OnSyte, Customer shall have the right to review OnSyte's records relating to its services, solely to the extent necessary for purposes of verifying costs billed to Customer hereunder and compliance with the terms of this Agreement, and provided that Customer may not audit the underlying costs of any Services provided as fixed-cost or flat-fee Services.

1.10 Subcontracting. OnSyte may subcontract the performance of any of the services to one or more third parties, provided, however, that OnSyte shall remain primarily liable and responsible to Customer for the performance of such services by its subcontractors, and shall monitor and manage such subcontractors.

1.11 Customer Requirements. Customer understands and agrees that OnSyte will be performing certain of the Services in reliance on specifications, designs, drawings, plans, and other documents and materials provided by Customer or by third parties on behalf of Customer ("**Customer Requirements**"). In no event shall OnSyte be liable for any loss, liability, harm, damage, cost, or expense resulting from compliance with Customer Requirements. Furthermore, in no event shall OnSyte's compliance with Customer Requirements be deemed to be an approval, endorsement, or ratification of such requirements.

2 ONSYTE SAAS PLATFORM.

2.1 Definitions. As used herein, "**OnSyte SaaS Platform**" means, collectively: (i) OnSyte's proprietary subscription-based, software-as-a-service platform (in object code format only), delivered via the internet, including access to the customer-accessible features and functionality of OnSyte's proprietary software (in object code format only) embedded on certain hardware devices provided by OnSyte, which facilitates the remote monitoring and operation of the DWTU (the "**OnSyte Software**"), (ii) any documentation related to the OnSyte SaaS Platform that is made available to Customer online or otherwise, as updated from time to time, and DWTU- and DWTS-related data, documentation and reports, generated by the OnSyte SaaS Platform, required to comply with the FDEP Permit (the "**Documentation**").

2.2 Grant of Usage Rights. Subject to the terms and conditions of the Agreement, including but not limited to timely payment of the applicable Fees, OnSyte hereby grants to Customer during the Service Term of each DWTS Service Order a non-exclusive, non-sublicensable, non-transferable personal right to access and use the OnSyte SaaS Platform, solely for Customer's internal business purposes.

2.3 Restrictions. Except as expressly permitted hereunder, Customer shall not and shall not permit or

authorize any third party to: (i) copy, modify, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of any part of the OnSyte SaaS Platform; (ii) translate or create derivative works based on any part of the OnSyte SaaS Platform; (iii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, or otherwise commercially exploit or make any part of the OnSyte SaaS Platform available to any third party; or (iv) access any part of the OnSyte SaaS Platform to develop or build a competitive product or service.

2.4 Suspension Rights. OnSyte may suspend or limit use of the OnSyte SaaS Platform for a violation of the restrictions set forth above, or if continued use may result in material harm to the OnSyte SaaS Platform or its users. OnSyte will notify Customer within a reasonable time of the grounds for the suspension or limitation. OnSyte will limit a suspension or limitation in time and scope as reasonably possible under the circumstances.

2.5 Modifications. The OnSyte SaaS Platform may be modified by OnSyte from time to time during the Service Term. OnSyte will inform Customer of modifications by email, the support portal, release notes, Documentation or the OnSyte SaaS Platform. Modifications may include optional new features for the OnSyte SaaS Platform which OnSyte makes generally available to its customers at no additional charge, which Customer may use subject to the then-current Documentation. If a modification is not required in order for the OnSyte SaaS Platform to continue to operate in compliance with applicable law and materially reduces the Cloud Service, Customer may terminate the DWTS Service Order applicable to the affected OnSyte SaaS Platform by providing written notice to OnSyte within thirty days after receipt of OnSyte's informational notice.

3 DWTU EQUIPMENT.

3.1 Definitions. As used herein, "Commissioned" means a FDEP Form 62-620.910(12) has been executed by both Parties to document the placement of a DWTU into service, "Decommission" or "Decommissioned" means a FDEP Form 62-620.910(9) has been executed by both Parties to document the abandonment of a DWTU or its removal from service, and "Control Unit" means the central processing unit of the DWTU, which contains the OnSyte Software and communicates with the DTWS.

3.2 Delivery Terms. Unless otherwise stated on the DWTU Task Order, OnSyte shall deliver the DWTU to the Customer DDP (Incoterms 2010) to the location shown on the DWTU Task Order or as otherwise agreed in writing by OnSyte.

3.3 Title; Risk of Loss. Unless otherwise stated on the DWTU Task Order, title and risk of loss for each DWTU shall pass to Customer at the time the DWTU is Commissioned.

3.4 Decommissioning. Customer understands and agrees that where OnSyte is permitted or required under the terms of this Agreement to Decommission a DWTU, OnSyte may, as part of the Decommissioning process, remotely disable the communications capabilities of the DWTU, remotely uninstall software from the DWTU, or, at its discretion, physically access the DWTU Control Unit and disable or uninstall software embedded therein.

4 FEES AND PAYMENT TERMS

4.1 Invoicing; Fees. Except as provided below, OnSyte will invoice Customer for all Fees, and Customer will pay OnSyte such Fees, as set forth in the applicable DWTS Service Order or DWTU Task Order.

4.2 Expenses. Except as otherwise expressly set forth in the applicable DWTS Service Order or DWTU Task Order, OnSyte shall invoice Customer in arrears on a calendar monthly basis for all costs and expenses incurred directly by OnSyte in connection with the performance of the services.

4.3 Payment Terms. Unless otherwise set forth in the applicable DWTS Service Order or DWTU Task Order, all Fees will be due net thirty (30) days from receipt of the corresponding invoice. If an invoice

remains unpaid following at least ten (10) days written notice by OnSyte, OnSyte may (reserving all other legal remedies and rights) suspend the Services, Decommission any or all DWTU's for which Fees have not been paid, or, following thirty (30) days written notice by OnSyte, terminate the Agreement.

4.4 Increases. OnSyte reserves the right, on an annual basis, to increase the System Fees by an amount which will not exceed the greater of: (a) three percent (3%), or (b) the year-over-year increase in the Consumer Price Index published by the U.S. Department of Labor.

4.5 Net of Taxes. All amounts payable hereunder are exclusive of any sales, use and other taxes or duties, however designated (collectively "**Taxes**"). Customer shall be solely responsible for payment of any Taxes, except for those Taxes based on the income of OnSyte.

5 PROPRIETARY RIGHTS AND RIGHTS IN DATA

5.1 Definitions. As used herein:

5.1.1 "**Intellectual Property**" means any and all drawings, specifications, reports, summaries, samples, photographs, memoranda, notes, calculations, and other documents and materials, and all Intellectual Property Rights in any of the foregoing.

5.1.2 "**Intellectual Property Rights**" means all worldwide patents, copyrights, trademarks, trade names, service marks, trade secrets, database rights and other intellectual property rights (whether or not registered or registerable).

5.1.3 "**Customer Data**" means any and all electronic data or information submitted by Customer directly to OnSyte.

5.1.4 "**Usage Data**" means any and all electronic data or other information obtained through Customer's or its end customer's use of the OnSyte SaaS Platform.

5.1.5 "**OnSyte Property**" means all Intellectual Property owned by OnSyte as of the Effective Date, all Intellectual Property acquired by or on behalf of OnSyte after the Effective Date, all Intellectual Property developed by or on behalf of OnSyte after the Effective Date, and all modifications, enhancements, improvements or derivative works based upon any of the foregoing.

5.2 OnSyte Property. Except as otherwise expressly provided hereunder or in an applicable DWTS Service Order, OnSyte shall be the sole and exclusive owner of OnSyte Property. Except as otherwise expressly stated herein or in an applicable DWTS Service Order, nothing in this Agreement grants, conveys or shall be construed to grant or convey to Customer any license, right, title or interest in or to the OnSyte Property or any portion thereof. Except as expressly permitted hereunder or under an applicable DWTS Service Order, Customer shall not and shall not permit or authorize any third party to: (a) copy, modify, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of any OnSyte Property; (b) translate or create derivative works based upon any of the OnSyte Property; (c) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, or otherwise commercially exploit or make the OnSyte Property available to any third party; or (d) use the OnSyte Property (or any part thereof) to develop or build a competitive product or service. Without limiting the generality of the foregoing, the OnSyte SaaS Platform, each portion thereof, and all modifications, enhancements and improvements thereof and derivative works based thereupon are deemed to be OnSyte Property and Confidential Information of OnSyte, and Customer agrees to treat them accordingly.

5.3 Customer Data. Customer hereby grants OnSyte: (A) during the Service Term, a limited, non-exclusive, worldwide, royalty-free, fully paid-up, sublicensable right and license to (i) copy, transmit, display, distribute, modify, create derivative works of and otherwise use the Customer Data in order to perform the Services, (ii) derive data therefrom ("Derived Data"), and (iii) allow third-party providers of third-party products to access Customer Data solely as required for the interoperation and troubleshooting

of such third-party products with the OnSyte SaaS Platform; and (B) during the Service Term and thereafter, an unrestricted, transferrable, non-exclusive, worldwide, royalty-free, fully paid-up, sublicensable right and license to copy, use, modify, distribute, display and disclose Customer Data (i) internally, for OnSyte's business purposes including, without limitation, product improvement (in particular, product features and functionality, workflows and user interfaces), development of new products and services, improving resource allocation and support, internal demand planning, training and developing machine learning algorithms, improving product performance, verification of security and data integrity, identification of industry trends and developments, creation of indices and anonymous benchmarking; and (b) internally or externally on an aggregate and anonymized basis, solely to the extent that the aggregate data does not include information that identifies or would reasonably be expected to identify Customer as the source of such data.

5.4 Usage Data. As between the Parties, Usage Data is and remains OnSyte Property. OnSyte hereby grants to Customer, during the Service Term of an applicable Service Order, a non-exclusive, non-transferrable, non-sublicenseable right to access and view Usage Data to the extent provided to Customer by OnSyte through the OnSyte SaaS Platform.

6 TERM; TERMINATION

6.1 Term. This Agreement will be effective as of the Effective Date and continue until terminated in accordance with this Section 6 (the "**Term**"). Unless earlier terminated in accordance with this Agreement, the initial term of each DWTS Service Order shall commence as of the DWTS Service Order Effective Date set forth therein and continue for the period specified therein as the Initial Term (each an "**Initial Service Term**"). Except as otherwise specified in the applicable DWTS Service Order, each DWTS Service Order shall automatically renew for additional terms of the same length as the Initial Service Term (each, a "**Renewal Term**" and collectively with the Initial Service Term, the "**Service Term**" of such DWTS Service Order) unless terminated in accordance with such DWTS Service Order or unless either Party provides written notice of its intent not to renew the DWTS Service Order no later than sixty (60) days prior to the end of the Initial Term or then-current Renewal Term.

6.2 Termination of Agreement. Either Party may terminate this Agreement, a DWTS Service Order, or a DWTU Task Order: (a) if the other Party breaches any material term or condition of, as applicable this Agreement, the DWTS Service Order, or the DWTU Task Order and fails to cure such breach to the reasonable satisfaction of the non-breaching party within thirty (30) days after written notice of such breach, except payment obligations, for which there is no cure period; (b) immediately upon written notice if the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; (c) immediately upon written notice if the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors and such petition or proceeding is not dismissed within sixty (60) days of filing; (d) immediately upon written notice if the other Party ceases to do business, or otherwise terminates its business operations; or (e) upon at least sixty (60) day's written notice to the other Party, with respect to this Agreement, at any time when all DWTS Service Orders and any DWTU Task Orders executed thereunder have been terminated or expired.

6.3 Limitations. Customer acknowledges that domestic wastewater treatment (sewer) services provided by OnSyte may be necessary for the continued occupancy of dwelling or other units within its jurisdiction and therefore agrees that Customer will, prior to termination of this Agreement, or any DWTS Service Order executed thereunder, for any reason, transfer operation of any permitted DWTS or DWTU to a utility or other approved operating entity, acceptable to the FDEP, by completing and filing FDEP Form 62-600.910(11) – Application for Transfer of a Wastewater Facility or Activity Permit.

6.4 Termination of DWTS Service Order. Subject to the Limitations in Section 6.3 above, either Party may terminate any DWTS Service Order in accordance with the terms of such DWTS Service Order.

6.5 Termination of DWTU Task Order. Subject to the Limitations in Section 6.3 above, either Party may terminate any DWTU Task Order in accordance with the terms of such DWTU Task Order. Additionally, each DWTU Task Order shall automatically terminate upon the completion of the Services described therein, unless otherwise set forth in such DWTU Task Order.

6.6 Effect of Termination. In no event will any termination relieve Customer of the obligation to pay any Fees payable to OnSyte for the period prior to the effective date of termination; and, except to the extent otherwise specified in the applicable DWTS Service Order or DWTU Task Order, in the event of any termination of this Agreement or any DWTS Service Order or DWTU Task prior to the completion of all services hereunder or thereunder (as applicable), OnSyte shall be entitled to invoice Customer for, and Customer shall pay, an amount at OnSyte's then applicable hourly rates for any additional work necessary for OnSyte to prepare and deliver to Customer any works in process as of the effective date of such termination. Upon any termination or expiration of this Agreement: (a) each Party will return or destroy the other Party's Confidential Information, at the request of the other Party and (b) Subject to the Limitations in Section 6.3 above, Customer will immediately cease use of the DWTS and any DWTU operating thereunder. Sections 4 (Fees and Payment Terms); 5 (Proprietary Rights and Rights in Data); 6.6 (Effect of Termination); 7 (Confidential Information); 8.5 (Disclaimer); 8.6 (General Communications Limitations); 8.7 (Liability for Acts of Other Parties); 10 (Limitation of Liability); and 11 (General) will survive any termination of this Agreement.

7 CONFIDENTIAL INFORMATION

7.1 Definition. As used herein, "**Confidential Information**" means, any and all information, regardless of whether it is in tangible form, disclosed by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") that is either (a) marked as confidential or proprietary, (b) identified in writing as confidential or proprietary within thirty (30) days of disclosure, or (c) would be reasonably understood by the Receiving Party as the Disclosing Party's Confidential Information at the time of disclosure. Information shall not be deemed Confidential Information if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes generally publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

7.2 Obligations. Each Receiving Party shall use reasonable measures, and at least a reasonable degree of care, to protect the confidentiality of and avoid disclosure and unauthorized use or reproduction of the other Party's Confidential Information. Confidential Information of the Disclosing Party may be disclosed by the Receiving Party only to: (A) those employees and agents of the Receiving Party who have a need to know such information in connection with the performance of the services or rights under this Agreement; and (B) legal or financial advisors or potential acquirers of the Receiving Party on a need to know basis; provided, that, in each case, such legal and financial advisors are bound by professional ethical duties, and such employees, agents or potential acquirers are bound by written confidentiality obligations, which are at least as restrictive as those set forth herein. Confidential Information of the Disclosing Party may also be disclosed by the Receiving Party if required by law or valid order of a court or other governmental authority (provided that the Receiving Party delivers reasonable notice to the Disclosing Party and use commercially reasonable efforts to cooperate with Disclosing Party's attempt to obtain a protective order). Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return to Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party.

7.3 Remedies. Each Receiving Party acknowledges and agrees that any breach of this Section 7 may give rise to irreparable injury to the Disclosing Party and accordingly agrees that, in addition to all other

rights and remedies that the Disclosing Party may have, the Disclosing Party may seek injunctive relief in connection with any such breach.

7.4 Public Records. OnSyte understands and agrees that by virtue of this Agreement, all of its documents, records, and materials relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida's Public Records law. If OnSyte will act on behalf of Customer as provided under Section 119.011(2), Florida Statutes, OnSyte agrees to (a) Keep and maintain public records required by Customer to perform the service; (b) Upon request from Customer's custodian of public records, provide Customer with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided by Florida law; (c) 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 term of this Agreement and following completion of the Agreement term if OnSyte does not transfer the records to Customer. It is further agreed that OnSyte's specifications and details regarding the Services are disclosed or furnished to Customer in confidence solely in connection with OnSyte's performance of this Agreement are trade secrets to the full extent provided under Florida law, and that the DWTU, DTWS, and OnSyte SaaS Platform, are proprietary commercial products and not subject to disclosure. Upon completion or termination of the Agreement, OnSyte shall transfer, at no cost, to Customer all public records in possession of OnSyte or keep and maintain public records required by Customer to perform the service. If OnSyte transfers all public records to Customer upon completion of the Agreement, OnSyte shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If OnSyte keeps and maintains public records upon completion of Agreement, OnSyte shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Customer, upon request from Customer's custodian of public records, in a format that is compatible with the information technology of Customer. If OnSyte does not comply with a public records request timely, Customer shall enforce the Agreement provisions in accordance with the Agreement.

8 REPRESENTATIONS AND WARRANTIES; DISCLAIMERS

8.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) such Party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, and within thirty (30) days after the applicable services commence under a given DWTS Service Order or DWTU Task Order, shall have obtained and maintain all licenses, permits and certifications required for such Party in connection with the performance of such services; (b) the execution of this Agreement and performance of its obligations hereunder do not and will not violate any other agreement to which it is a party; and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both Parties.

8.2 Deployment Services. OnSyte warrants that the Deployment Services will be performed in a professional and workmanlike manner, and will comply in all material respects with the corresponding specifications set forth in the applicable DWTU Task Order. Customer's sole and exclusive remedy with respect to this warranty will be that: (a) OnSyte shall undertake reasonable efforts to correct any verified non-conformities within a commercially reasonable period of time, provided that Customer reports any warranty claims to OnSyte within thirty (30) days of the delivery of the non-conforming Deployment Services; and (b) if OnSyte is unable to correct any verified non-conformities by undertaking commercially reasonable efforts within a commercially reasonable period of time, OnSyte may terminate the applicable DWTU Task Order and refund to Customer any Deployment Fees paid in respect of the non-conforming Deployment Services.

8.3 OnSyte SaaS Platform. During the Service Term of each applicable DWTS Service Order, OnSyte will use commercially reasonable efforts to provide the OnSyte SaaS Platform twenty-four (24) hours a day, seven (7) days a week, subject to downtime for maintenance and circumstances beyond the reasonable control of OnSyte, including without limitation the circumstances set forth in Subsection 8.6.

8.4 DWTU Maintenance. Any defects arising in any DWTU provided hereunder for which Customer has subscribed to operations and maintenance service under the applicable DWTU Task Order will be serviced by OnSyte in accordance with the support and maintenance terms attached hereto as Exhibit D (the "**Support and Maintenance Terms**"), which shall be Customer's sole and exclusive remedy, and OnSyte's sole obligation with respect to any defect or claimed defect in any DWTU.

8.5 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET OUT IN THIS SECTION, ONSYTE MAKES NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED WITH RESPECT TO THE DWTS, DWTU, ONSYTE SAAS PLATFORM, SYSTEM SERVICES, OR DEPLOYMENT SERVICES, INCLUDING, WITHOUT LIMITATION THAT OPERATION AND ACCESS TO THE ONSYTE SAAS PLATFORM (IF ANY) WILL BE UNINTERRUPTED OR ERROR FREE, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR SATISFACTORY QUALITY OR THOSE ARISING FROM STATUTE OR USAGE OF TRADE.

8.6 General Communications Limitations. CUSTOMER ACKNOWLEDGES THAT THE SYSTEM SERVICES ARE MADE AVAILABLE ONLY WITHIN THE OPERATING RANGE OF THE UNDERLYING WIRELESS NETWORK. SERVICE MAY BE TEMPORARILY REFUSED, INTERRUPTED, OR LIMITED BECAUSE OF AMONG OTHER THINGS: (i) CUSTOMER FACILITIES LIMITATIONS; (ii) TRANSMISSION LIMITATIONS CAUSED BY ATMOSPHERIC, TERRAIN, OTHER NATURAL OR ARTIFICIAL CONDITIONS ADVERSELY AFFECTING TRANSMISSION, AND OTHER CAUSES REASONABLY OUTSIDE OF ONSYTE'S CONTROL; OR (iii) EQUIPMENT MODIFICATIONS, UPGRADES, RELOCATIONS, REPAIRS, AND OTHER SIMILAR ACTIVITIES NECESSARY FOR THE PROPER OR IMPROVED OPERATION OF THE SERVICES. CONNECTIONS MAY BE INVOLUNTARILY DISCONNECTED FOR A VARIETY OF REASONS, INCLUDING, WITHOUT LIMITATION, ATMOSPHERIC CONDITIONS OR GAPS IN COVERAGE WITHIN A SERVICE AREA. ONSYTE SHALL NOT BE RESPONSIBLE FOR ANY ACT OR OMISSION RELATED TO COMMUNICAITONS EQUIPMENT OR SYSTEMS NOT OWNED BY ONSYTE USED IN CONNECTION WITH THE SERVICES.

8.7 Liability for Acts of Other Parties. CUSTOMER ACKNOWLEDGES THAT ONSYTE WILL EXERCISE REASONABLE CARE IN PROVIDING THE DEPLOYMENT SERVICES, BUT HAS NO CONTROL OVER THE ACTIONS OF THE PUBLIC, OF CUSTOMER, OR OF ANY OTHER PARTY AND CANNOT PREVENT ACCIDENT, INJURY, VANDALISM, NEGLECT, IMPROPER MAINTENANCE OR REPAIR, OR MISUSE OF THE SERVICES OR ANY DWTU SUPPLIED BY ONSYTE. CUSTOMER'S INSPECTION AND ACCEPTANCE OF THE DEPLOYMENT SERVICES IN ACCORDANCE WITH THIS AGREEMENT AND THE APPLICABLE DWTU TASK ORDER SHALL BE CONCLUSIVELY DEEMED TO BE CUSTOMER'S ACKNOWLEDGEMENT THAT ONSITE HAS EXERCISED REASONABLE CARE IN PROVIDING THE DEPLOYMENT SERVICES, AND CUSTOMER'S ACCEPTANCE OF RISK WITH RESPECT TO ANY CLAIM BY A THIRD PARTY OR MEMBER OF THE PUBLIC RELATED TO THE SERVICES OR THE USE OF ANY DWTU.

9 INDEMNIFICATION

9.1 General. Provided Customer is not in material breach of the Agreement and is current with payment obligations, and subject to the other requirements of this Agreement, OnSyte will defend Customer against claims brought against Customer by any third party alleging that Customer's or its customers' use of the OnSyte SaaS Platform or DWTU infringes or misappropriates a United States patent claim, copyright, or trade secret right ("**Claim**"). OnSyte will indemnify Customer against all damages finally awarded against Customer (or the amount of any settlement OnSyte enters into) with respect to these claims; provided, in each case, that the Customer (i) promptly notifies OnSyte of such Claim, (ii) gives OnSyte the right to control and direct the preparation, defense and settlement of such Claim and (iii) gives full cooperation to

OnSyte for the defense of same.

9.2 Mitigation of Damages. If a Claim under Section 9.1 above arises, or in OnSyte's opinion, may arise, OnSyte may at its sole option and in its sole discretion (a) replace, modify or re-perform the portion of the System Services or DWTU so as to avoid the Claim; (b) procure the right for Customer to continue to use the OnSyte SaaS Platform or DWTU; or (c) subject to the Limitations in Section 4.3, terminate the DWTS Service Order corresponding to the Claim and refund to Customer a pro rata amount of the System Fees actually paid by Customer to OnSyte for the remainder of the Service Term of such DWTS Service Order.

9.3 Exceptions. The foregoing indemnities will not apply to any Claim based upon or arising from (a) any unauthorized use or modification of the DWTS or any DWTU; or (b) use of the DWTS or any DWTU in combination with any software, data, content or hardware not provided or required by OnSyte, to the extent the Claim relates to the combination.

9.4 Sole and Exclusive Remedy. The foregoing represents Customer's sole and exclusive remedy and OnSyte's entire liability and obligation with respect to any actual or alleged infringement of any Intellectual Property Rights.

10 LIMITATION OF LIABILITY

EXCEPT WITH RESPECT TO DAMAGES DUE TO BREACH OF THE TERMS OF SECTION 5 (PROPRIETARY RIGHTS AND RIGHTS IN DATA) HEREOF, TO THE EXTENT ALLOWED BY LAW, NEITHER PARTY WILL BE RESPONSIBLE OR LIABLE TO THE OTHER OR ANY THIRD PARTY UNDER THIS AGREEMENT OR WITH RESPECT TO ANY SUBJECT MATTER HEREOF OR TERMS OR CONDITIONS RELATED HERETO, REGARDLESS OF THE FORM OF ACTION (WHETHER UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY) OR WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR: (A) ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR BUSINESS); OR (B) ANY AMOUNT IN EXCESS OF THE AMOUNT OF FEES PAID BY CUSTOMER TO ONSYTE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OCCURRENCE THAT GAVE RISE TO SUCH LIABILITY, CLAIM OR DAMAGES. NOTHING HEREIN SHALL BE CONSTRUED TO EXTEND CUSTOMER'S LIABILITY BEYOND THAT PROVIDED IN SECTION 768.28, FLORIDA STATUTES.

11 GENERAL

11.1 Independent Contractor. OnSyte is an independent contractor, and this Agreement will not be construed as constituting either Party as partner, joint venturer or fiduciary of the other or to create any other form of legal association that would impose liability on one Party for the act or failure to act of the other or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other. Except as otherwise expressly provided in this Agreement, each Party has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all work to be performed by it pursuant to this Agreement.

11.2 Export Compliance. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services.

11.3 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

11.4 Assignment. Neither Party may assign this Agreement or assign or delegate its rights or obligations under this Agreement without the other Party's prior written consent; provided however, that either Party may assign this Agreement without such consent to an acquirer of or successor to all or substantially all of

its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either Party otherwise than in accordance with this Section shall be null and void.

11.5 Entire Agreement. The Parties agree that this Agreement, including the DWTS Statements of Work and DWTU Task Orders entered into in connection herewith and all exhibits, schedules and addenda hereto and to such DWTS Statements of Work and DWTU Task Orders, each of which is hereby incorporated into and made a part of this Agreement, is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.

11.6 Amendment; Waiver. No amendment or modification to this Agreement, nor any waiver of any rights hereunder, shall be effective unless assented to in writing by both Parties.

11.7 Conflicts. To the extent of any express conflict or inconsistency between the provisions in the body of this Agreement and any exhibit, addendum, schedule or Service Order hereto, the terms of this Agreement shall prevail to the extent necessary to resolve such conflict or inconsistency.

11.8 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and a Party does not have any authority of any kind to bind the other Party in any respect whatsoever.

11.9 Notices. All notices under this Agreement will be in writing and sent to the intended recipient's address set forth above, and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; or upon receipt, if sent by certified or registered mail, return receipt requested. Either Party may change its address for notice purposes by notice in accordance with this Section.

11.10 Force Majeure. Each Party shall be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, pandemics or measures of any governmental authority in response to a pandemic, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a Party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (a "**Force Majeure Event**"). Delays in performing obligations due to a Force Majeure Event shall automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event.

11.11 Governing Law. This Agreement shall be governed by the laws of State of Florida without regard to its conflict of laws provisions.

11.12 No Third-Party Beneficiaries. This Agreement is entered into solely between, and may be enforced only by, OnSyte and Customer, and will not be deemed to create any rights in third parties, including suppliers, customers or subcontractors of either Party, or to create any obligations of a Party to any such third parties.

11.13 Further Assurances. The Parties will execute and deliver such other instruments and documents, and take such other actions, as either Party reasonably requests to evidence or effect the transactions contemplated by this Agreement.

11.14 Counterparts. The Parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which together will constitute one instrument.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Effective Date.

OnSyte Performance, LLC

By: _____
Name: Scott Forrester
Title: Senior Vice President

City of Apopka

By: _____
Name: Jeffrey S Weatherford
Title: Director, Public Services

DWTS SERVICE ORDER NO. 1

(OnSyte Distributed Wastewater Treatment System)

This Service Order No. 1 is entered into in connection with, and is governed by, that certain Master Services Agreement (the "**Agreement**") dated as of January 7, 2021 by and between OnSyte Performance, LLC. ("**OnSyte**") and City of Apopka ("**Customer**"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

In consideration of the mutual promises contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. General Information.

Service Order Effective Date:		March 15, 2021
Initial Term:		5 years
Jurisdiction:		City of Apopka
Subscription Type (Choose One):		[_X_] SaaS Platform + O&M [ ] SaaS Platform only
Start Date (Activation):		On Commissioning of first DWTU
Project Managers:	OnSyte:	Scott Forrester sforrester@onsyte.com 770-356-1067 *(name, email, phone)*
	Customer:	City of Apopka 407-703-1717 *(name, email, phone)*

2. System Fees and Payments: $36.60/ standard residential DWTU for access to the OnSyte SaaS Platform and all costs associated with the operation, inspections, maintenance and repair of the DWTU ("**SaaS + O&M**") for the Service Term. For non-standard residential DWTU installations (e.g. those systems serving multi-family or commercial locations), the System Fees will be determined on a case-by-case basis and described in the specific DWTU Task Order for that installation.

3. Assumptions/contingencies: Permit Compliance requires periodic effluent sampling and certified laboratory analysis. Under the Agreement, OnSyte will perform the sample collection for a cost covered under the System Fee and will deliver the sample to a state certified laboratory that is approved by the Customer for analytic testing. The Customer will be responsible for the cost of laboratory analytic testing.

4. **Additional Terms:** None

IN WITNESS WHEREOF, the Parties have signed this DWTS Service Order as of the Service Order Effective Date above.

OnSyte Performance, LLC

By: Scott Forrester
Name: Scott Forrester
Title: Senior Vice President

City of Apopka

By: Jeffrey S Weatherford (Apr 21, 2021 11:57 EDT)
Name: Jeffrey S Weatherford
Title: Director -Public Services

EXHIBIT B

FORM OF DWTU TASK ORDER

DWTU TASK ORDER

(OnSyte Distributed Wastewater Treatment Unit Configuration, Installation, Commissioning)

DWTU TASK ORDER NO. 001

This DWTU Task Order No. 001 is entered into in connection with, and is governed by, that certain Master Services Agreement (the "**Agreement**") dated as of February 1, 2021 by and between OnSyte Performance, LLC. ("**OnSyte**") and City of Apopka ("**Customer**") and DWTS Service Order No.1 (the "**Service Order**"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement or referenced DWTS Service Order.

In consideration of the mutual promises contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. General Information.

DWTU Task Order Effective Date:		February 1, 2021
DWTU Location:		2200 Coral Hills Rd.
DWTS Jurisdiction:		City of Apopka
Projected Start Date (Activation):		February 1, 2021
Project Managers:	OnSyte:	Jeff Parker, jparker@onsyte.com, 470.717.2809 *(name, email, phone)*
	Customer:	_____ *(name, email, phone)*

2. Scope and Objectives. This Task Order No. 001 details OnSyte's role in the completion of the DWTU design, configuration, technical support, permitting, commissioning and other services to be provided by OnSyte to the Customer.

SERVICES: OnSyte will obtain the DWTS for the City of Apopka, pursuant to the Developer Agreement, "A Space Storage Clarcona, LLC Reclaimed Water and Wastewater System," dated August 5th, 2020.

EQUIPMENT: OnSyte Model "500C"

3. Fees and Payments:

Total Equipment Cost: $0 (Equipment purchased by Developer pursuant to Developer Agreement)

Design, Permitting, Hardware and Support Costs: None			

Monthly O&M Fee: $36.60
Beginning the first full month after commissioning, and for every month of DWTU Operation for the Service Term of the Service Order, OnSyte will bill the Customer for operations and maintenance services further described in the Service Order and the Support and Maintenance Terms.

4. **Invoicing of Fees/Payment.** OnSyte will invoice according to the schedule above. All invoices are due to be paid within 30 days.

5. **DWTU Purchase/Lease Terms:** The DWTU will be purchased by the Developer from OnSyte and upon Commissioning, will become the property of the Customer.

6. **Customer Responsibilities:**
   i. Customer will promptly pay any properly submitted invoice by OnSyte
   ii. Customer will provide legal access to the property for the purpose of testing, maintaining, and repairing the DWTU, in accordance with the DTWS Service Order.
   iii. Customer will reimburse OnSyte for any repair costs associated with damage to the DWTU or drainfield caused by the property owner or end user.

7. **Staffing/Personnel:** OnSyte will provide the necessary staffing/personnel to accomplish the above described Services.

8. **Reporting:** OnSyte will provide immediate written notice to Customer of significant DWTU malfunctions, repairs and scheduled maintenance and will provide written documentation of the satisfactory resolution of such events, in accordance with the procedures detailed in Exhibit D.

9. **Documentation:** Documentation will be provided electronically, including through the OnSyte DWTS SCADA system

10. **Assumptions/contingencies:** Gallon per day treatment capacity assumed at less than 500 gpd. Equipment design and price can change if further investigation indicates an increase in design flow.

11. **Additional Conditions:** None

IN WITNESS WHEREOF, the Parties have signed this DWTU Task Order as of the Task Order Effective Date above.

OnSyte Performance, LLC

By: _____

Name: _____

Title: _____

City of Apopka

By: _____

Name: _____

Title: _____

EXHIBIT C

FORM OF CHANGE ORDER

This Change Order is entered into on _____, 20__ (the "**Change Order Effective Date**") in connection with, and is governed by, that certain Master Services Agreement (the "**Agreement**") dated as of _____ _____, 20__ between OnSyte Performance, LLC. ("**OnSyte**") and _____ ("**Customer**"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

1. **General Information.**

DWTS Service Order #: _____

DWTU Task Order #: _____

2. **Description of Changes:**

a. **Services:**

b. **Deliverables (delivery or target dates):**

c. **Acceptance Criteria:**

d. **Fees and Payments:**

e. **Other:**

IN WITNESS WHEREOF, the Parties have signed this Change Order as of the Change Order Effective Date above.

OnSyte Performance, LLC	**City of Apopka**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT D

SUPPORT AND MAINTENANCE TERMS

1. General Information.

Each OnSyte DWTU is equipped with OnSyte Software responsible for the electronic operation, maintenance, and reporting of each DWTU. The OnSyte SaaS Platform will inform OnSyte technicians of all alarms and maintenance needs. Critical alarms will trigger a site visit by an OnSyte technician. Most non-critical alarms can be resolved through the OnSyte SaaS Platform. Prior to the dispatch of an OnSyte technician, the Customer will be notified in accordance with the standards listed herein.

Each OnSyte DWTU discharges to a FDEP-approved disposal system. In the case of a standard residential DWTU, the disposal system is a subsurface absorption field (drainfield). For the duration of the Service Order, OnSyte will be responsible for the maintenance and any required repairs to the FDEP-approved disposal system.

Each OnSyte DWTU will accumulate biosolids and other non-biodigestible solids in the primary clarifier, at a rate dependent on the type of DWTU, incoming wastewater characteristics, flow and other factors. These solids must be periodically removed to avoid impacts to DWTU performance and in accordance with FDEP requirements. For the duration of the Service Order, OnSyte will be responsible for the removal of such solids as needed and any required reporting to FDEP.

Customer will reimburse OnSyte for any repair costs associated with damage to the DWTU or disposal system caused by the Customer, property owner or others. For example, if a contractor performing work for the property owner accidentally damages the drainfield, OnSyte will repair the damage and invoice Customer.

2. OnSyte Performance DWTU Alarm/Alert Handling Protocol.

The following protocols detail the prescribed response actions to be carried out by OnSyte Performance authorized personnel in the event of a DWTU alarm and/or alert.

Alarm Triage Levels:

ALARM	CRITICAL	NON-CRITICAL
URGENT	Code 1	Code 3
NON-URGENT	Code 2	Code 4

Critical: Relating to a detriment of any components integral to ongoing and continual treatment processing of site-generated wastewater.

Non-Critical: Relating to a non-detrimental condition of any components integral to ongoing and continual treatment processing of site-generated wastewater OR relating to an ancillary component not integral to ongoing and continual treatment processing of site-generated wastewater

Urgent: Condition observed that necessitates immediate attention or action, be it a physical site visit or remote intervention, within the allowable response time as determined by the alarm severity.

Non-Urgent: Condition observed that does not necessitate immediate attention or action to be taken but to be addressed within a reasonable response time as determined by the alarm severity.

Alarm Level	Customer Notification Required	Site Visit Required	Required Response Time
Code 1	YES*	YES	<72 Hours
Code 2	YES*	YES	<5 Business Days
Code 3	NO**	NO	<10 Business Days
Code 4	NO**	NO	N/A

**Code 1 and Code 2 Alarms may necessitate external notification to the Customer. Upon any condition observed that requires a site visit due to a Code 1 or Code 2 Alarm, the contracted maintenance entity will notify the Customer Authorized User(s), listed below, detailing the station in alarm, repair plan of action, and site visit timeline. Upon notification to the Customer Authorized User(s), a site visit will be conducted within the Required Response Time for system repair.*

***Code 3 and Code 4 Alarms do not necessitate external notification to the Customer. However, upon any condition observed that requires a site visit, the Customer will be notified at least 24 hours prior to the site visit.*

3. OnSyte DWTS Documentation and Reports.

OnSyte will supply the Customer with a Discharge Monitoring Report (DMR) and other periodic reports in accordance with FDEP Permit requirements. These documents will be provided in electronic format only and uploaded to the OnSyte SaaS Platform for access by the Customer.

4. Customer Authorized User(s).

Access Levels Overview:

Basic: Users with Basic access level can view and download most DWTS Customer data, documents and reports pertinent to the DWTS. Basic users do not have the ability to directly access a DWTU.

Operator: Users with Operator access level have the same abilities as Basic users as well as some additional features. Operator level users can access historical records pertaining to each DWTU, as well as real-time access to operational functions. Access to a DWTU is limited to a licensed wastewater operator or authorized OnSyte technician. Improper operation of the OnSyte Software could result in unauthorized discharge(s) of untreated wastewater, permit enforcement from FDEP, and damage to the DWTU.

Authorized User 1

Full Name: _____

Job Title: _____

Access Level: _____

Email Address: _____

Phone Number: _____

Operator Class/Level: _____

License # and Exp. Date: _____

Authorized User 2
Full Name: _____

Job Title: _____

Access Level: _____

Email Address: _____

Phone Number: _____

Operator Class/Level: _____

License # and Exp. Date: _____

Authorized User 3
Full Name: _____

Job Title: _____

Access Level: _____

Email Address: _____

Phone Number: _____

Operator Class/Level: _____

License # and Exp. Date: _____

5. **OnSyte Service Technician(s).**

Primary Technician
Full Name: Jeff Parker (FL Operator License 25314, exp. APR 30, 2021)

Job Title: Field Operations Manager

Email Address: jparker@onsyte.com

Phone Number: 470.717.2809

Secondary Technician
Full Name: Ben McBryant

Job Title: Field Technician

Email Address: bmcbryant@onsyte.com

Phone Number: 770.789.1855

OnSyte may, at its sole discretion, contract with outside service providers to perform service and repairs to its equipment. OnSyte will remain responsible for the services provided by its contracted service providers as provided in Section 1.10 of the Agreement.

6. OnSyte DWTU Service Record.

When a site visit is required, a Service Record (sample below) will be generated, detailing the site visit. The Service Record will include, at a minimum, the following information:

- Station ID
- Address
- Permit Number
- OnSyte Authorized Technician
- Reason for Visit
- Summary of Work Performed
- Expected Outcome/Results
- Next Steps Required (if any)

Upon generation of a DWTU Service Record, a copy will be uploaded to the OnSyte SaaS Platform for access by the Customer.

DWTU Service Record

[SAMPLE]

STATION ID:		ADDRESS:	
PERMIT NUMBER:			
TECHNICIAN:			
REASON FOR VISIT:			
SUMMARY OF WORK PERFORMED:			
EXPECTED OUTCOME/RESULTS:			
NEXT STEPS REQUIRED:			

City of Apopka Individual Distributed Wastewater Treatment System (IDWTS) Conversion Project February 21, 2024

SJRWMD Cost Share Agreement Amendment 4

Recap of Previous Presentations

- On October 18th 2023, staff presented Amendment #4 to SJRWMD Cost Share #33662 for the continuation of the Individual Distributed Wastewater Treatment System (IDWTS) Conversion Project in the Wekiva Glen Neighborhood.
  - This Amendment adds $1,162,500 to the existing cost share agreement to continue this project
  - It extends the completion deadline to March 30, 2025.
- The original intent of the Cost Share's is to help cover the costs to install technologically advanced nutrient removal units in the Priority Focus area of Wekiva Springs
  - <u>This cost share requires that traditional septic tanks are replaced with Nutrient Reducing units that will have an average total nitrogen of 20mg/L prior to the drain field.</u>
  - <u>This does not hold us to a specific vendor.</u>
  - OnSyte Performance LLC is the only Sequencing Batch Reactor (SBR) IDWTS vendor vetted by FDEP Florida Marketplace that can preform complete turnkey operation of these units.

Recap of Previous Presentations

- Several questions were raised by Council at the October 18th 2023 presentation and answers were provided at the November 15th 2023 presentation on:
  - Who is responsible for the units?
  - Life Span of the Units?
  - Repairs to the existing units?
  - Cost of long term ownership?
  - Benefits of the systems?
  - What is the long term strategy for the program?
  - How much would it cost to convert these home owners to central sewer?

Recap of Previous Presentations

- At the conclusion of the November 15th 2023 presentation, Council gave specific directions to add the following items to the existing program for their final consideration of the program. Those directions were:
  - Clarity on the IDWTS program, installation, and maintenance and the responsibility of each party.
  - Add verbiage either by Resolution or through the Installation and Maintenance Contracts with future and existing Property Owners about who would be responsible to cover the full cost of replacement at the end of the service life of the unit.

Current Situation

- Between the November 2023 presentation and present, Council members met with representatives of OnSyte to discuss their concerns with the current program, and for any future installations
  - During this meeting OnSyte agreed to revise the Master Services Agreement to clarify language about exactly what is covered under the Service portion of the agreement including full replacement of the units if they fail or reach the end of service life.

- Based on the directions at the November 2023 presentation, we have prepared Resolution #2024-03, which depicted the minimum conditions of approval for the Individual Distributed Wastewater Treatment Systems (IDWTS) conversion.

Main Items of the Resolution #2024-03

- The City wishes to expand the Project and integrate individual Distributed Wastewater Treatment Systems (IDWTS) in the Wekiva Glen Neighborhood.
- Participation in the Project is voluntary and any installation of an IDWTS unit requires submittal of an application, approval by the City, and is subject to certain standards and conditions.
- In order to facilitate the conversion of septic tanks to IDWTS units on private properties, the City wishes to establish the minimum standards and conditions for each participating party.

Main Items of the Resolution #2024-03, continued:

- SECTION 2. “Property Owner Responsibilities" as set forth in full in **Exhibit A**,
- SECTION 3. “OnSyte Performance LLC Responsibilities" as set forth in full in **Exhibit B**,
- SECTION 4. “City of Apopka Responsibilities" as set forth in full in **Exhibit C,**
- SECTION 5. The City of Apopka’s “Septic to Distributed Sewer Customer Application" as set forth in full in **Exhibit D,** and
- SECTION 6. The City of Apopka’s “Utility Service and Hold Harmless Agreement" as set forth in full in **Exhibit E**

Highlights of the Property Owner Responsibilities

- Pay the monthly service fee and program initiation fee, the same as paying the account and monthly billing fees to connect to sewer.
- Provide a working, up to code drain field.
- Full cost of any repairs if the unit is damaged by the property owner.
- Not removing the unit unless connecting to the City's Central Sewer system.
- Not discharging unallowed items to the unit.
- Not attempting repair to the units themselves.
- Not disconnecting power to the unit.

Highlights of the OnSyte Performance LLC Responsibilities

- Obtain all required permits.
- Maintain any required licenses and insurance.
- Make a pre-site visit to locate any utilities, inspect the existing drain field, and preform any other needed upgrades to allow for installation of the unit.
- Pump out the existing septic tank and legally abate it.
- Provide all labor, materials, and equipment for installation and maintenance of the units.
- Restore the site to the property owners' satisfaction per the contract.
- Installation and continuous monitoring of the SCADA system.
- All operations and Maintenance per the Master Services Agreement.
- Responding to customer complaints and alarms in a timely manor.
- During the term of the Master Services agreement full replacement of the unit if it were to fail or reach the end of its service life.

Highlights of the City of Apopka's Responsibilities

- Monitor the work of OnSyte Performance LLC during installation and through the life of the Master Services Agreement.
- Monitor and verify all data from OnSyte submitted to the FDEP.
- Collect the monthly maintenance fees and pay the monthly Bill to OnSyte.
- Pay the monthly sample analysis fees.
- Take over the operation and maintenance of the units if the Master Services agreement ceases for any reason.

Council Requested Actions

- Approve SJRWMD Cost Share Amendment #4 which with the addition of existing funds, equal $1,178,737 to fully realize the project.
- Adopt the Resolution No. 2024-03 for the Minimum Conditions for the Individual Distributed Wastewater Treatment Systems defining the following:
  - Property Owner Responsibilities
  - OnSyte Performance LLC Responsibilities
  - The City of Apopka Responsibilities
  - The Septic to Distributed Sewer Customer Application
  - The City of Apopka Utility Service Hold Harmless Agreement
- Approve the use of the Master Services Agreement with its amendment defining what repairs and replacements are covered under the operation and maintenance provisions.

City of Apopka
CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)
Item #: 7.
Meeting Date: March 6, 2024
Department: Public Services

SUBJECT:
Emergency Designation under the Public Services Department for the Vick Roadway Wastewater System Force Main Repairs.
Presented by: Deodat Budhu, Public Services Director

REQUEST:
Acceptance and ratification of an Emergency Designation with Providence Construction Company, Amici Engineering Contractors, and Stage Door II.

SUMMARY:
On April 5, 2023 City Council authorized a contract award of ITB 2023-A-06: Vick Rd. Wastewater System Force Main Upgrade to Amici Engineering Contractors. This scope includes the replacement of approximately 2,300 feet of 18" wastewater force main along the East side of Vick Rd., heading North to Ponkan Rd. The construction work commenced on November 28, 2023. On February 12, 2024, while the contractor completed the installation of the temporary bypass system to allow the upstream wastewater flowing from Ponkan Rd. to travel back to the Lift Station #73, the upstream section of the wastewater system failed causing wastewater to begin coming out of the ground, spilling onto the roadway. A total of 3 intrusions occurred in the existing ductile iron pipe wastewater force main pipe line thereby, causing a depression on both the Ponkan and Vick roadways, affecting the motoring public.

This intrusion was caused by a failure in the force main pipe located under Ponkan Roadway. Public Services was notified and responded to the emergency, utilizing their City of Apopka utility maintenance crews and equipment working beside the contractor to mitigate the situation. The City's employees implemented programs to re-route the sanitary flow away from the incident, and stop the flow of wastewater onto the roadways and put in place preventative measures to keep it from flowing into the storm drains.

The onsite contractor (Amici Engineering) was to perform emergency work in removing and replacing the failed section of the wastewater force main which was outside his scope of services. In addition, other contractors were utilized to assist in the emergency of the infrastructure by providing materials and to stabilize and repave the roadway amongst other repairs. An abbreviated scope of the services and estimated cost are outlined below:

- Providence Construction Company – was contacted by the City on 2/12/24 at 6:00 p.m., to provide 2 pieces of 20 LF pipe that were needed for the repair. The cost of the pipes were estimated at $6,000.

- Amici Engineering Contractors – were verbally instructed on 2/12/24 at 6:30 p.m., to remove the failed 18" ductile iron pipe, and replace with 12" PVC pipe off Ponkan Rd. Then to connect the replaced pipe from Ponkan Rd with 18" PVC to the Vick Rd project. After that, to fill and compact the affected roadways. The cost for the emergency services is estimated as $138,000.

- Stage Door II – was contacted by the City on 2/14/24 to re-pave Vick Rd and Ponkan Rd. This consisted of removing the old asphalt, repairing the roadway's subgrade and base, and then re-paving the damaged roadway, curb, and gutter. The cost of the roadway repairs was estimated at $393,194. Vick roadway was repaved and has already been completed at a cost of $178,194 and the Ponkan Roadway Intersection was quoted at $215,000 and the work is scheduled to commence on March 16, 2024. The services provided were procured under the currently active piggyback contract held with Stage Door II under Orange County contract Y21-118-RM, Stormwater Pipe Install and Repair.

The grand total cost of the emergency work is $537,194.
The breakdown is as follows ($6,ooo + $138,000 + $178,194 + $215,000)
Please see the attached exhibits illustrating the layout of the emergency work.

The Purchasing Policy allows for emergency repairs as follows:

107.3.9.8.1. EMERGENCY REPAIRS
Repairs needed immediately to restore public services or to alleviate a safety or environmental hazard. A description of the emergency shall be attached to the purchase order or check request, with approval from the Finance Department and City Administrator. For any emergency purchase exceeding $50,000.00, the Department Director is required to present notification at the next regularly scheduled City Council meeting for acceptance and ratification of the emergency purchase by City Council. The notification must include the nature of the emergency and all known purchases related to the emergency.

FUNDING SOURCE:
FY2024 Budgetary Appropriations and an additional Budget Amendment being requested on this March 6, 2024 City Council agenda.

RECOMMENDED MOTION:
Accept and ratify the emergency designation for a total of $537,194, to be disseminated to the following vendors:

- Providence Construction in the amount of $6,000
- Amici Engineering Contractors in the amount of $138,000
- Stage Door II in the amount of $393,194.

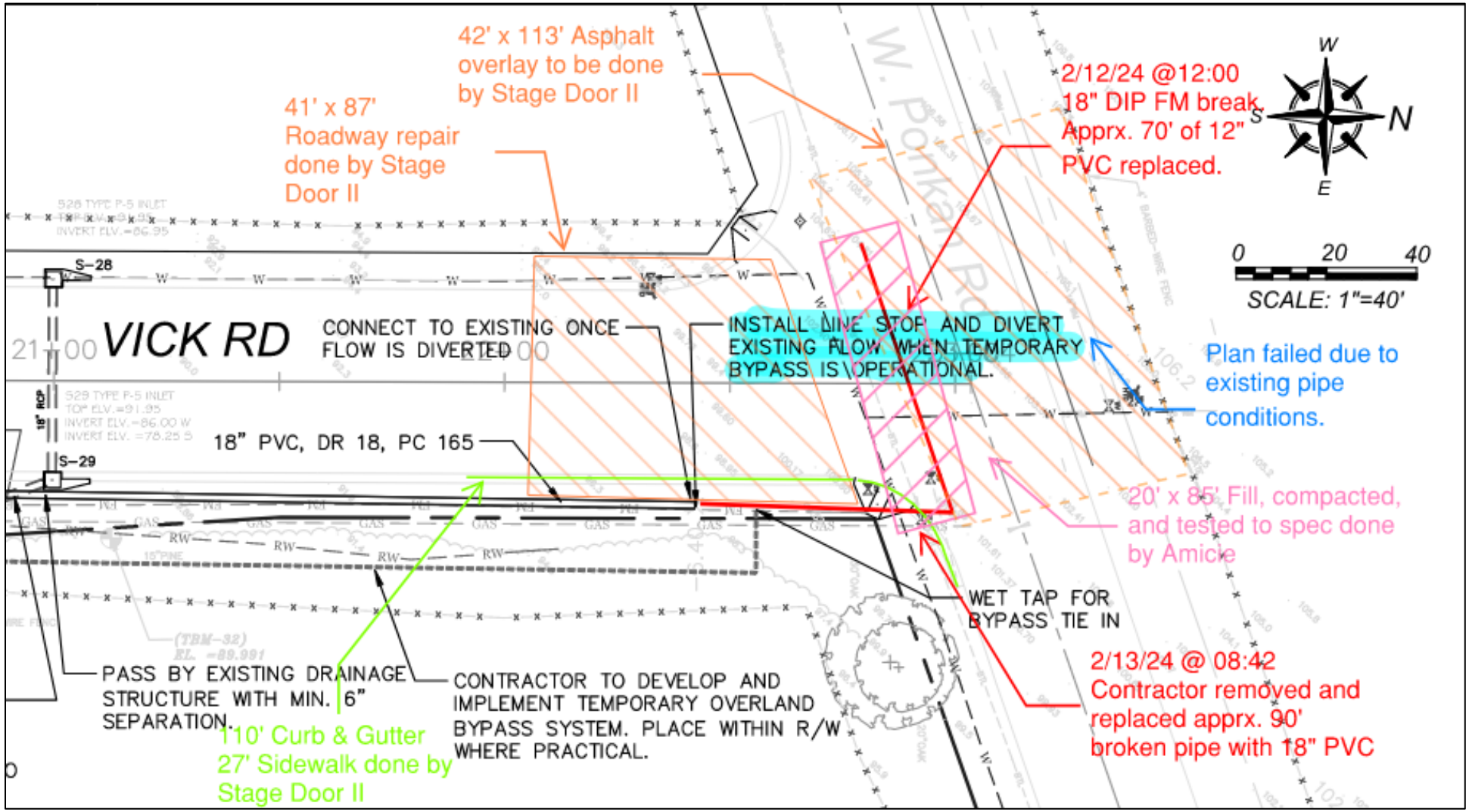
ATTACHMENTS:
1. Exhibits 1 & 2

City of APOPKA

Exhibit 1:

City of APOPKA

Exhibit 2:



City of Apopka
CITY COUNCIL STAFF REPORT

Section: PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)
Item #: 1.
Meeting Date: March 6, 2024
Department: Community Development

SUBJECT:
Ordinance No. 3043 - First Reading - Annexation – 1400 W Kelly Park Rd

REQUEST:
Accept the first reading of Ordinance Number 3043 and hold it over for second reading and adoption on March 20, 2024.

SUMMARY:
Owner: Michael Gentles
Applicant: Jose Chaves
Parcel Identification Number: 17-20-28-0000-00-008
Location: 1400 W Kelly Park Road
Future Land Use: N/A
Existing Use: Vacant
Current Zoning: (County) A-1 (Citrus Rural) District
Tract Size: 5.06 +/- acre(s)

Direction	Future Land Use	Zoning	Present Use
North	(County) Rural	(County) A-1 (Citrus Rural)	Vacant
East	Residential Estate	RCE (Residential County Estate)	Agriculture (Nursery)
South	Residential Estate	PD (Planned Development)	Vacant (Landscape Buffer)
West	Residential Very Low	RSF-1A (Residential Single Family-1A)	Vacant

SUMMARY:
The subject property is contiguous to the city limits and is eligible for annexation pursuant to Florida Statute 171.044. The proposed annexation shall be based on the existing County Future Land Use and Zoning Designations. The assignment of a City Future Land Use and Zoning designation will occur at a later date and through action by the City Council. The applicant intends to amend its Future Land Use to a Residential Very Low Suburban (RVLS) and Change of Zoning to a Residential Single-Family Estate (RSF-1A). The applicant's intention is to construct a Single-Family Subdivision.

ORANGE COUNTY NOTIFICATION:
The JPA (Joint Planning Agreement) requires the City to notify the County 30 days before any public hearing or advisory board. The City notified Orange County on January 10, 2024.

PUBLIC HEARING SCHEDULE:
March 6, 2024 – City Council (1:30 pm) – First Reading
March 20, 2024 – City Council (7:00 pm) – Second Reading and Adoption

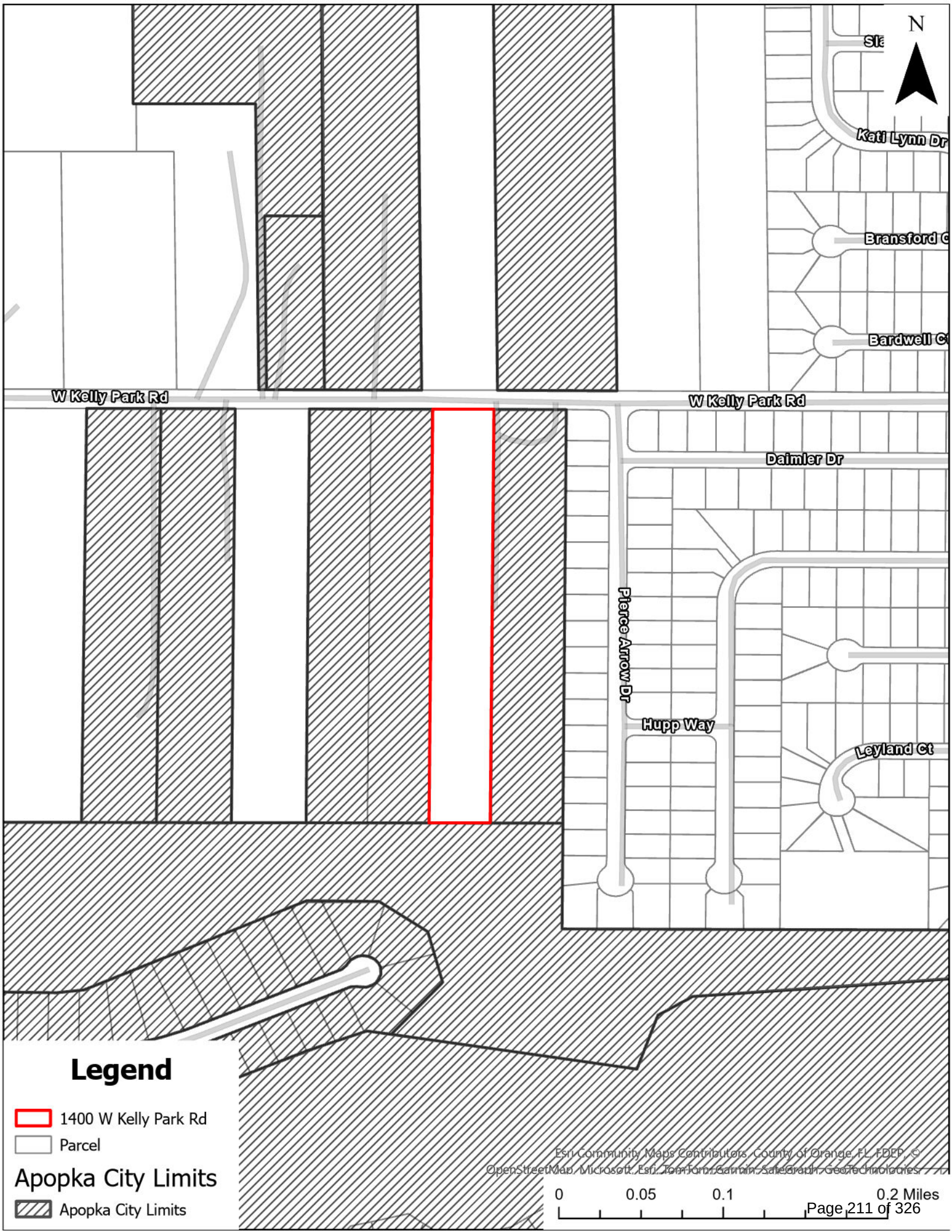
DULY ADVERTISED:
February 23, 2024 – Apopka Chief
March 1, 2024 – Apopka Chief

FUNDING SOURCE:
N/A

RECOMMENDED MOTION:
Development Review Committee: Recommends approval of the annexation of property located at 1400 W Kelly Park Road, owned by Michael Gentles.

City Council – Recommended motion: Accept the first reading of Ordinance Number 3043 and hold it over for second reading and adoption on March 20, 2024.

ATTACHMENTS:
1. Maps
2. Ordinance No. 3043
3. Ads-apopka-city-ordinance-feb-23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Bardwell C
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Apopka City Limits
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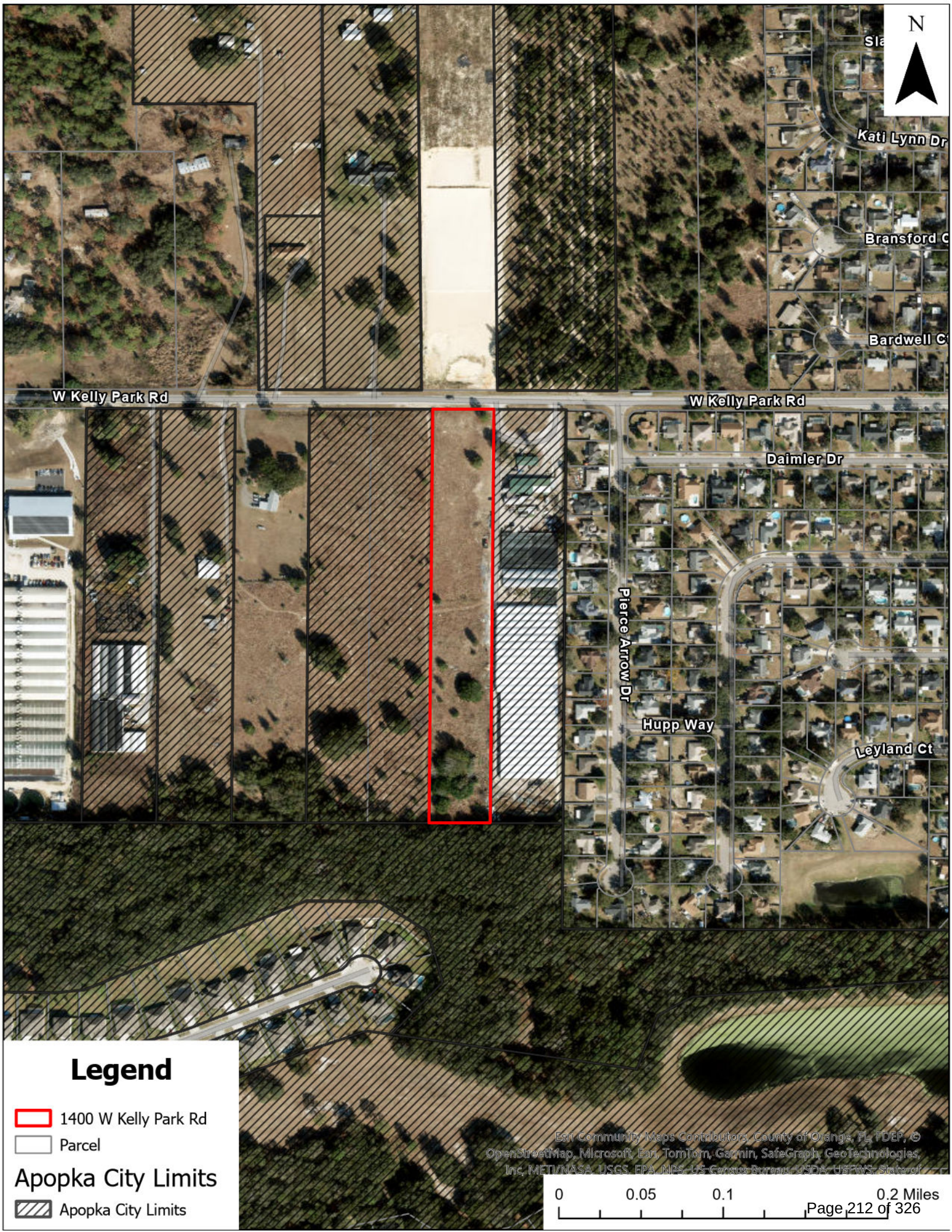
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ORDINANCE NO. 3043

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY MICHAEL GENTLES; LOCATED AT 1400 W KELLY PARK ROAD; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Michael Gentles, owner thereof, have petitioned the City Council of the City of Apopka, Florida, to annex the property located at 1400 W Kelly Park Road; and

WHEREAS, Section 171.044, Florida Statutes, provides that the City may annex property into its corporate limits upon voluntary petition of its owners, by passing and adopting an ordinance to annex said property at a regular meeting; and

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

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

SECTION I: That the following property, described to wit:

THE W 170 FT OF E 370 FT OF NE1/4 OF NW1/4 (LESS N 30 FT FOR RD R/W) OF SEC 17-20-28

CONTAINING 5.06 ACRES MORE OR LESS.

being compact and contiguous to the City of Apopka, and being situated in Orange County, Florida, totaling **5.06 +/- acres** (Graphically depicted by the attached Exhibit A), is hereby annexed into the City of Apopka, Florida, pursuant to the voluntary annexation provisions of Section 171.044, Florida Statutes.

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

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

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

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

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

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

READ FIRST TIME: March 6, 2024

READ SECOND TIME
AND ADOPTED: March 20, 2024

Bryan Nelson, Mayor

ATTEST:

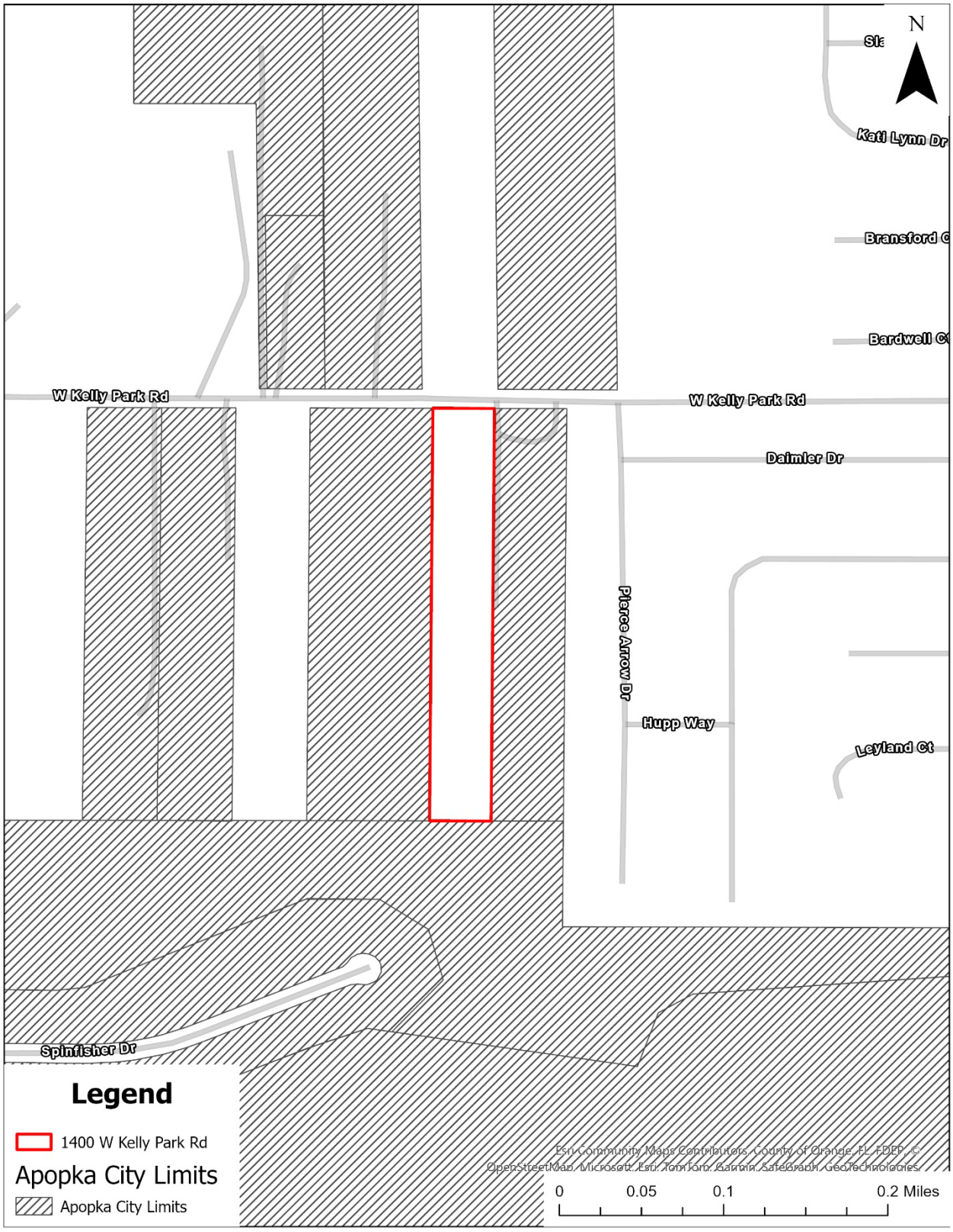
Susan M. Bone, City Clerk

APPROVED as to form and legality

Cliff Sheppard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: February 23, 2024 and March 1, 2024

EXHIBIT "A"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Hayden: We each make nation strong

Continued from page 2A

to laugh, love, sing, and be an encourager of people. I want people to see the joy of living in a free nation in my actions, and in my lifestyle. Is our nation perfect? Not by a long shot, but we can influence change by being what we know to be right, doing what needs to be done, and not bowing to the god of popular demand.

I want to be ME, not who someone else thinks I should be. As Americans, we have always celebrated our own sovereignty and our willingness to recognize other people's sovereignty, working together to accomplish what the rest of the world struggles with. We join ourselves together as different people with a common goal and that allows our differences to work forming a nation of strength, compassion, freedom, and liberties that are GOD given and protected by our Constitution.

We need to awaken the "sleeping giant," not for conflict outside our shores, but for the conflict that is vying for the very soul of our nation. Our nation is so great that even those who hate her will not leave! I love America and Americans.

I hate to keep harping on the message of standing up for America, but we can make our nation beautiful, prosperous, respected, and proud again just by being Americans, and that includes going about our daily lives promoting one another, encouraging one another, and being a friend to all by celebrating the fact of our unity in diversity.

E Pluribus Unum.

CORRECTION:

Unintentional errors were published in *The Apopka Chief* on Friday, February 16, in the Letter to the Editor. The spelling correction is for Nadia Anderson, who is running for Seat 3. Darryl Richardson is also running for Seat 3, not Seat 4 as published. Nick Nesta is running as an incumbent for Seat 4 not as an incumbent for Seat 3 as published. Eric Mock is also running for Seat 4.

We apologize for any inconvenience our errors may have caused.

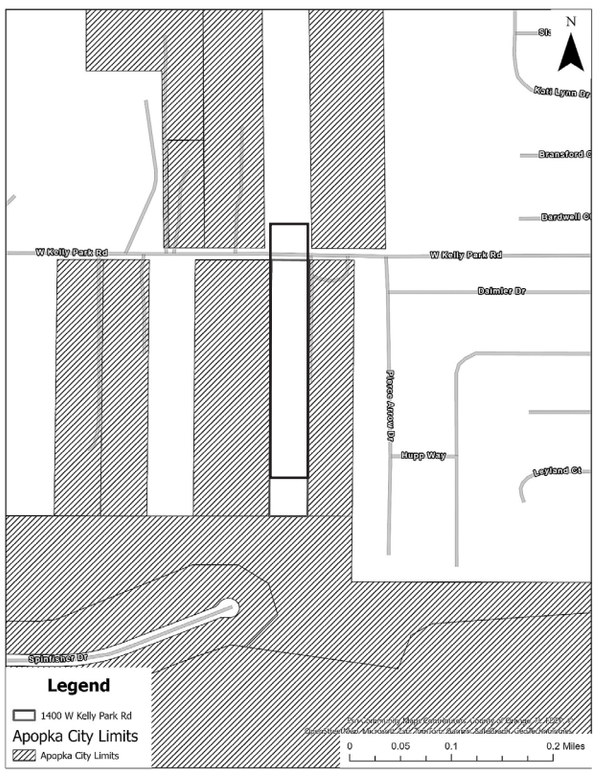
John E. Ricketson, Publisher

PUBLIC HEARING NOTICE ANNEXATION CITY OF APOPKA

NOTICE is hereby given pursuant to Florida Statutes 171.044, the Apopka Code of Ordinances, Part III, Land Development Code, Article II, Section 2.5.1.A, that **Jose Chaves** has made an application to the City of Apopka City Council for an **ANNEXATION** of a property located at 1400 W Kelly Park Road. This application relates to the following described property:

ORDINANCE NO. 3043

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY MICHAEL A GENTLES; LOCATED at 1400 W KELLY PARK ROAD, COMPRISING 5.06 ACRES, MORE OR LESS; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.



Parcel Identification Number(s): 17-20-28-0000-00-008
Contains: 5.06 +/- acres

NOTICE is given that public hearings for **Ordinance No. 3043** will be held by the **City of Apopka City Council** at its regularly scheduled meetings in the City Council Chambers of the Apopka City Hall, 120 E. Main Street, Apopka, Florida on **Wednesday, March 6, 2024 beginning at 1:30 P.M** AND **Wednesday, March 20, 2024 at 7:00 P.M.**

Affected parties and the public may appear at the above listed hearings to speak. The proposed Annexation can be inspected at the Apopka Community Development Department located at Apopka City Hall on weekdays between the hours of 8:00 a.m. and 4:30 p.m. City Hall address shown below. Please be advised that, under State law, if you decide to appeal a decision made with respect to this matter, you will need a record of the proceedings and may need to ensure that a verbatim record 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 (ADA), persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 120 East Main Street, Apopka FL 32703, Telephone: 407-703-1704, no less than 48 hours prior to the proceeding.

Apopka City Council
Apopka Planning Commission
Community Development Department

February 23, 2024

Publish: The Apopka Chief **175852**

Moore: Expense is biggest problem

Continued from page 2A

among 1- to 24-year-olds. The effort included housing, educational support, career training, and mental and physical healthcare. They also coordinated shelter and transportation during freeze warnings and distributed cooling supplies during the record-breaking summer heat. 99 percent of their funding goes to help people get stable housing.

Many of you have been reading about a bill in the state legislature to force municipalities without any funding to create homeless camps. This "book report" will discuss this method of dealing with homeless persons and make recommendations for more productive strategies.

In "A Tale of Two Tent Cities," the authors state, "Local governments have essentially three choices in responding to the presence of homeless encampments:"

1) They can adopt a law enforcement approach forcing individuals to move their camps on pain of arrest for trespassing.

This method does not solve the problem of people without homes, and a recent court decision limits the ability of government to pursue it unless there is adequate space in a shelter. We have read about this in the case of Altamonte Springs.

2) A municipality can adopt an "out-of-sight, out-of-mind" approach, designating a specified area where homeless individuals are permitted to camp. The article delineates several examples of this from Gainesville. The camps can be a petri dish for crime, drug abuse, sexual abuse, and more. The cost of law enforcement's daily trips to referee are also substantial. This is the process the legislature is currently proposing.

3) The third choice is a housing engagement approach designed to get people out of homelessness and into housing. It substantially reduces the hidden costs of tent cities, encampments, and promotes a pro-social, well-regulated environment. However, it takes a truly organized and committed local government.

If I can find the time to write more about the Gainesville camps examples, I will. I currently believe we need to fund the capital costs for a shelter replete with the HSN management systems and require the three new approved affordable housing projects in northwest Orange County to rent to a number of these homeless. If the municipality begins to take in more than their fair share from nearby counties and jurisdictions, they can always resort to option number one. I do believe we can manage to find some affordable housing options for homeless persons. Most of the homeless persons have some sort of funding, albeit Medicaid, Medicare, or Disability and can pay some amount of rent.

I'm terribly concerned when we see one-third of the homeless in our area being women with young children. The cost of doing nothing is too great, and with the state legislature knocking at our door to establish "camps," building a shelter and finding housing options sure seems superior.

I would love to hear your thoughts.

Byrd: Explore careers and schools

Continued from page 2A

spective and decided to go to Tallahassee anyway and start at Tallahassee Community College and then transfer to FSU.

She spent a year at TCC finishing her AA and is now a student at FSU pursuing a double major and when she gets those degrees from FSU, nowhere on it will it say she started at a state college. In fact, she was glad she started there because she had smaller classes and her professors were very accessible to her. She had a great transition to college by going this route after all.

Our local state schools like Seminole State and Valencia are fantastic schools. These are great places for our young people to start before heading to a large university environment. As adults, we have to make it okay and not only celebrate those big school acceptances, but celebrate kids that make the best decision for their own situation.

I would also strongly encourage parents and students to remember that you only have one childhood and it's important to keep balance as we work towards our goals. So many times I see high school kids that are literally making themselves sick working on achieving 4.5+ GPAs, being involved in club/sport practice every night, putting in hours of homework after that and having no free time to enjoy being a kid. I'm seeing more and more kids sick, suffering from panic attacks, and not socializing with friends at all.

It's time for us to reevaluate how we want our kids to live and it's time for us to reevaluate the message we are sending our young people. Let's not only tell them that it is more than okay to start post-secondary education at a state college but that it is actually a great way to start.

Let's expose them to all the great careers out there that don't require a four-year degree that they can begin training for while they are in high school through Orange Technical College. Careers like hospitality, culinary, human services, veterinary technician, nursing, construction trades and many more. Many of these programs students can dual enroll for while in high school and OCPS will bus the students from the high school to the technical college and many of them can be taken at the high school.

I come from a home with a father who was a general contractor. He had no college degree but owned a very successful building construction company in Orlando for many years. He built us a beautiful home and was able to send his children to college debt free with this career. I'm a big believer that a four-year university is not the only way to success.

Let's continue to spread this message to our kids, let's let them be kids, and let's celebrate every child who has a goal and finds the path that is right for them to achieve that goal. Congratulations to all the seniors who have set a goal for their future and are ready to make the next step towards that goal, no matter what that next step is!

Everybody has an opinion. Why not share yours?

Send a letter to the Editor online
www.theapopkachief.com

ALL ABOUT APOPKA

The Apopka Chief

Established 1923

(USPS 545-440)

The Apopka Chief is published every Friday and entered as Periodicals, postage paid at Apopka Post Office, under the Act of Congress of March 3, 1879. **The Apopka Chief** newspaper is published by Foliage Enterprises, Inc., every Friday at 400 North Park Avenue, Apopka, Fla., 32712-3417. An annual subscription is $25 in Orange County and $30 outside Orange County. Phone 407-886-2777. Postmaster: Send address changes to **The Apopka Chief**, P.O. Box 880, Apopka, Fla., 32704-0880.

The Apopka Chief is a consistent award-winning community weekly newspaper and a member of the Florida Press Association. The newspaper won the group's award as its best newspaper in 1982, 1987, and 1988, the only three-time winner. Letters to the editor are welcome, but must be signed and include a daytime telephone number, address,, or email address for verification. Management reserves the right to edit letters.

www.theapopkachief.com, news@theapopkachief.com

City of Apopka Telephone Numbers

City Hall407-703-1700
Mayor's Office407-703-1701
City Administrator407-703-1649
City Clerk407-703-1704
Community Devel.407-703-1712
Code Enforcement407-703-1738
Finance Dept.407-703-1725
Fire (non-emerg.)407-703-1756
Parks and Rec. Dept.407-703-1741
Police Chief407-703-1769
Police (non-emerg.)407-703-1771
Job Line407-703-1743
Solid Waste Collect.407-703-1731
Street Maintenance407-703-1731
Utility Billing407-703-1727
Medical, fire emergency911

The city of Apopka was chartered in 1882. It is located at 28'30 north latitude and is 150 feet above sea level. Its population is about 48,000 and its total area is more than 30 sq. mi. **www.apopka.net**

Orange County Telephone Numbers

Animal Services407-836-3111
Auto/Boat Tags850-617-2000
Building Dept.407-836-8550
County Mayor407-836-7370
County Commission407-836-7350
County Attorney407-836-7320
Clerk of the Court407-836-2065
Elections Supervisor407-836-2070
Fire/Rescue407-836-3111
Solid Waste407-836-6601
Garbage Collection407-703-1731
Health Dept.407-836-2600
Hunting/Fishing Lic888-347-4356
Parks and Rec. Dept.407-836-6200
Property Appraiser407-836-5044
Sheriff Administrative407-254-7000
Non-Emerg. Complaint407-836-4357
Utilities407-836-5515
All other departments407-836-3111
Medical, fire emergency911

www.orangecountyfl.net

Other Area Numbers of Note

U.S. Senators
Rick Scott (Rep.) 202-224-5274
Marco Rubio (Rep.)407-254-2573
U.S. Representative
Daniel Webster (Dist. 11)352-241-9220
State Representatives
Doug Bankson407-476-6787
Carolina Amesty (Dist. 45)unknown
State Senators
Geraldine Thompson (Dist.11) 407-297-2045
Orange County Commissioner
Christine Moore407-836-7350
Orange County Public Schools
Pupil assignment407-317-3233
Bus routes407-317-3800
Superintendent407-317-3200
School Board407-317-3200
Miscellaneous
*The Apopka Chief*407-886-2777
Museum of the Apopkans407-703-1707
Chamber of Commerce407-886-1441

WHS baseball to keep the steady improvement going into season

By Neal Fisher
Apopka Chief

A familiar face is in a new place and position as the Wekiva Mustangs begin the 2024 season. Brian Tatai is charged with overseeing the Mustangs' attempt to take the next step beyond a 19-7 record and opponents' victories are no longer assured by walking onto the field. An assistant last season and native of Dearborn, Michigan, Tatai was promoted to head coach during the offseason.

The next step is also within the context of a steady continuing progression. Wekiva has improved the overall record from 1-8 to 7-16 to 10-14 since 2020. An above .500 record was recorded by the Mustangs for the first time in over a decade last season. Wekiva will also for the first time in over a decade attempt to post a record over .500 during consecutive seasons.

"The end result and most tangible positive towards winning or negative towards losing is noticed first in any sport," Tatai reiterated. "However, the end results are the product of executing the subtle actions properly and making the right decisions. There were many reasons for the improvement in the overall record last season. All grew out of and were predicated on understanding why subtle actions are so important between last and two seasons ago.

"If subtle actions aren't executed properly and the right decisions made, the tangible positive endings don't happen. Proper execution and correct decision making becomes second nature with repetition. Everything a team aspires to accomplish during the offseason grows out of the opportunity for repetition when participating in fall ball."

Winning during the postseason will also accompany improving the record as topping the list of next steps. A 6-2 loss during the first round of the District 6A-7 championship tournament ended last season for the Mustangs. The contest was tied at 2-2 heading into the bottom of the sixth inning.

Wekiva has risen and grown out of understanding the importance of subtle action with aggression first and foremost. In particular, base running and establishing scoring threats through base running has been the impetus of the overall aggressive play.

"Proceeding under the cliché of we will take our chances with aggressiveness in all three phases of the game and are willing to live with the results either way," Tatai said. "We would rather fail in the attempt to be aggressive as opposed to not taking the risk at all and hoping for a positive outcome."

Last season 165 out of 173 stolen base attempts were successful, a percentage of 95.4 and 6.4 per contest. The aggressive approach or ambition isn't limited to the direct and tangible means of the stolen base though.

"The bar for stolen bases was set last season," Tatai said. "However, this team will not be the same as last season's. As far as repeating the number if reaching the potential, this team will be competitive in matching the number. Several new subtle wrinkles of pursuing aggressiveness have been incorporated into our play. We want the opponent to feel pressure from an aggressive approach in general. We want the opponent to feel pressure from being forced to focus on more than the batter-pitcher relationship all the time though.

"We don't want the opponent to feel the need of stopping a runner from scoring after reaching second base on the previous play. We want the opponent to feel the need to stop a runner from scoring after reaching second base during the play. The same applies to the cut off throw. We want the opponent to feel pressure from where is and the accuracy of the cut off throw during the play in progress. We don't want the opponent to feel any less amount of pressure because the play stops and use the time between plays to refocus on the possibility. The goal is to feel as much high level pressure from the need to execute an accurate throw home from the cut off fielder as creating options because ahead in the count."

Last season, the Mustangs batted .307 and scored 188 runs as well, an average of 7.2 per contest. The ball was hit hard but not necessarily with power by Wekiva last season. Of the 51 extra base hits, only one was a home run. Walks also totaled 114 or an average of 4.5 per contest.

The starters for the Mustangs entering the regular season are as follows:
Greg Jones-CF
Miguel Acosta-3B
Luis Perez-SS
Damir Simon-1B
Marcus Campbell-3B/OF
Jonathon Mills-LF
Zack Reinert-C
Dominic Sanchez-2B
Brady Reinert-OF

Campbell is the only newcomer to Wekiva's starting line-up but joining as a junior.

"A combination of the team's skillset as a whole and personal approach developed, the line-up will not be static from contest to contest either," Tatai said. "We aren't going to use the same and traditional line-up for every contest.

"I believe the traditional make-up of a line up as far as the speedy, contact hitters at the top and the team will take its chances with strikeouts opposed to home run power hitters is still applicable. However, not every individual match-up or with the opponent lends itself to the traditional lineup is the best. Nor will I move a player just one position down in the line-up. For example, a leadoff hitter can be used in the nine hole and create having to face two consecutively instead of a pitcher. I have never understood why the strategy isn't used more often."

Every pitching statistic was also the best in over a decade. Earned run average was lowered to 2.80 with 120 hits and 107 walks given up. Strikeouts totaled 226 and a 2.11 to walk ratio.

"The closest comparison is the Atlanta Braves of the 1990's with Maddox, Glavine and Smoltz and the long relievers," Tatai said. "Obviously, the level of performance is not the same. I was referring to the diversity though, in every conceivable significant way and means-The pitches, style, approach of attack, interpretation of situation.

Acosta, Mills, Reinhard, Campbell, Perez and Jacob Meyers make up the pitching staff. How managed will also be the same as the batters and fielders. The traditional line-up of pitchers will be used but not always and from contest to contest. All pitchers will take the mound as starts and relievers.

"We believe continuing to steadily move the program forward begins with building depth throughout," Tatai said. "However, steadily moving the program forward begins with building depth specifically among the pitching staff. A major jump occurred between 2022 and 2023. The record took major improvement in conjunction. The statistics clearly demonstrate difference between winning consistently and an over .500 record was the pitching."

Rounding out the Mustangs roster is Ivan Tolentino, Jaylon Dolvin, Darelle Martinez, Jaden Graham, Nowah James and Onrique Archie.

This season's schedule is made up of contests against the Davenport Broncos (Feb. 21), Lake Mary Prep Griffins

See WEKIVA Page 4B

Police Beat

If a law enforcement agency charges you with a crime and this paper reports that information, please notify us within 90 days if the charge is dropped, or if you are found not guilty by the court. After verifying the information, we will be happy to publish it. Please send notification to *The Apopka Chief,* P.O. Box 880, Apopka, 32704-0880.

In the period from February 11-17, the Apopka Police Department received 1,664 calls for service, responded to 33 crashes, issued 29 citations, and made 21 arrests. Juveniles were charged with burglary-unoccupied conveyance unarmed (x4); damage property-criminal mischief $1,000 or more (X4); vehicle theft-grand theft of motor vehicle (X2); burglary tools-possession of burglary tools with intent to use (X2); resist officer-obstruction without violence.

The following adults were arrested and charged:

Ludwin Erickson Alvarado, 19, 2660 Attleboro Pl., Apopka, moving traffic violation-drive without license causes death/serious injury with vehicle.

Karla Michelle Baez-Ayala, 29, confidential, Saint Cloud, battery-touch or strike (domestic violence).

Preston Levi Brown, 23, 906 Hemlock Dr., Apopka, aggravated assault-with deadly weapon without intent to kill; DUI-unlawful blood alcohol, DUI-influence of alcohol or drugs.

Bradley Dwayne Linton Burch, 33, 2051 Section Dr., Apopka, amphetamine-traffic or methamphetamine 14 grams or over; possession of cocaine; drugs-traffic own rent structure, vehicle know traffic drugs; drugs-possession of controlled substance without prescription (heroin).

Aria Jade Bush, 24, confidential, Apopka, battery-touch or strike.

Brandon Jamar Corbett, 28, 1317 Marvin C. Zanders Ave., Apopka, out-of-county warrant.

Harold Calvin Crumpler, 31, 2213 Whitby Dr., Orlando, battery-touch or strike; resist officer-obstruction without violence; burglary of occupied structure unarmed.

Joseph Josias Dorneval, 32, 524 Susannah Leigh Ln., Orlando, out-of-county warrant.

Louis G. Galmitz, 19, 443 E. 10th St., Apopka, trespassing-failure to leave property on order of owner.

Nathan Arthur Hicks, 57, 812 Sweetwater Club Blvd., Longwood, possession of cocaine; drugs-traffic own rent structure, vehicle know traffic drugs; drugs-possession of controlled substance without prescription (Percocet).

Oscar Ramon Lopez-Campos, 37, confidential, Apopka, simple assault-intent threat to do violence; obstructing justice-tamper witness withhold testimony/information felony 3rd proceeding; battery-touch or strike; kidnap-false imprisonment, false imprisonment of person; resist officer-obstruct without violence.

Shanquail Latrese Lynch, 42, 808 Marvin C. Zanders Ave., Apopka, aggravated battery with a deadly weapon.

Claudio Jair Mendieta-Ramirez, 22, 147 Ashville St., Apopka, DUI-unlawful blood alcohol 0.15 or higher or with person under 18 in vehicle.

Mauno Baudilo Mendoza-Mendez, 20, confidential, Apopka, battery-touch or strike.

Venard Vicsean Norris, 38, 1605 Pine Lake Rd., Lee, carjacking without firearm or weapon; burglary with assault or battery; battery on person 65 years of age or older.

Richard Allen Russ, 34, 5209 Via Maior, Orlando, carjacking without firearm or weapon; burglary with assault or battery; battery on person 65 years of age or older.

Coty Paul Buddy Short, 32, 506 Alabama Ave., Apopka, other agency warrant.

Johnnie Ray Smith, 61, 730 E. 7th St., Apopka, aggravated assault-with deadly weapon without intent to kill.

Kourtney Marie Straubel, 36, 1755 Crane Creek Blvd., Melbourne, out-of-county warrant.

Santos Vazquez, 46, Transient, Apopka, other agency warrant.

Marin Octavia Williams, 21, 227 E, 12th St. Apt 1, Apopka, loitering or prowling.

PUBLIC HEARING NOTICE
ANNEXATION
CITY OF APOPKA

NOTICE is hereby given pursuant to Florida Statutes 171.044, the Apopka Code of Ordinances, Part III, Land Development Code, Article II, Section 2.5.1.A, that **ROMMEL FONTANA** has made an application to the City of Apopka City Council for an **ANNEXATION** of a property located at 2518 Haas Road. This application relates to the following described property:

ORDINANCE NO. 3046

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY INVESTMENTS ALLIANCE, LLC; LOCATED AT 2518 HAAS ROAD, COMPRISING 4.17 ACRES, MORE OR LESS; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Parcel Identification Number(s): 07-20-28-0000-00-025
Contains: 4.17 +/- acres

NOTICE is given that public hearings for Ordinance No. 3046 will be held by the **City of Apopka City Council** at its regularly scheduled meetings in the City Council Chambers of the Apopka City Hall, 120 E. Main Street, Apopka, Florida on **Wednesday, March 6, 2024 beginning at 1:30 P.M and Wednesday, March 20, 2024 beginning at 7:00 P.M.** or as soon thereafter as possible.

Affected parties and the public may appear at the above listed hearings to speak. The proposed Annexation can be inspected at the Apopka Community Development Department located at Apopka City Hall on weekdays between the hours of 8:00 a.m. and 4:30 p.m. City Hall address shown below. Please be advised that, under State law, if you decide to appeal a decision made with respect to this matter, you will need a record of the proceedings and may need to ensure that a verbatim record 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 (ADA), persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 120 East Main Street, Apopka FL 32703, Telephone: 407-703-1704, no less than 48 hours prior to the proceeding.

Apopka City Council
Community Development Department

February 23, 2024

Publish: The Apopka Chief **175853**

Cool temperatures and sunny days make for good speck fishing

Jim Keck
Goin' Fishin'

Hello Folks,

We wanted some rain and, boy, did we get some!

We needed the rain and it was greatly appreciated. The rain did upset a lot of things going on in our area, but everything worked out pretty well. It did affect the fishin' just a little, but even in the rain a few folks got in some fishin'.

I didn't get many reports on the speck fishin', but I'm sure they will be bitin' this weekend. We have a full moon on Saturday, the 24th. We are expectin' some rain on Friday and sunny over the weekend. So, with these cooler temperatures and sunny days, the speck fishin' should be real good. You need to try Lake Monroe, Lake Jesup, and Lake Harney.

They are also catchin' some specks in the Harris Chain and the Kissimmee Chain. Most folks are catchin' their specks on minners and some with a bright colored jig tipped with a minner.

The bass fishin' has been good to really good in most of the chains in our area. In case you haven't heard, the FWC has deployed the bright pink tags again in Florida. There are five new tags that were put on bass in these lakes. Each bass weighs over 8 pounds, and they have a pink tag on them.

These pink tagged bass are located in the following lakes: Lake Okeechobee, Porter Lake, Winter Haven Chain of Lakes, Lake Lochloosa,

See KECK Page 4B

City of Apopka
CITY COUNCIL STAFF REPORT

Section: PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)
Item #: 2.
Meeting Date: March 6, 2024
Department: Community Development

SUBJECT:
Ordinance No. 3044-First Reading -Quasi-Judicial - Change of Zoning - 734 S Orange Blossom Trail

REQUEST:
Accept the first reading of Ordinance Number 3044 and hold it over for the second reading and adoption on March 20, 2024.

SUMMARY:
Owner(s): Servants of God Ministries, Inc.
Applicant: Servants of God Ministries, Inc.
Parcel Identification Number(s): 14-21-28-0000-00-005
Location: 734 S Orange Blossom Trail
Existing Future Land Use: Commercial (0.25 Floor Area Ratio (FAR) Maximum)
Proposed Future Land Use: N/A
Existing Use(s): Vacant
Existing Zoning: T (Transitional) Zoning District
Tract Size: 0.65 +/- Acres

Direction	Future Land Use	Zoning	Present Use
North	Commercial	C-R	Retail Sales & Service / Eating or Drinking Establishment Uses
East	Commercial	C-C	Retail Sales & Service
South	Commercial	C-C	Place of Worship
West	Un-incorporated	C-1 / A-1	Retail Sales & Service / Single Family Housing

PROJECT SUMMARY:
The subject property, which is approximately 0.65 acres in size, is located at 734 S Orange Blossom Trail and is currently vacant. The applicant is requesting the rezoning of the property to develop a place of worship (as a principal use). A place of worship is permitted use in the C-C zoning district per Land Development Code Table 4.2.2.C. Land Development Code Section 10.3.1.E.2 defines a Place of worship (as a principal use) as follows:

“A structure, together with its accessory buildings and uses, where people regularly assemble to conduct religious worship, ceremonies, rituals, and related education. The structure and its accessory buildings and uses are maintained and controlled by a religious body. Places of worship include chapels, churches, mosques, shrines, synagogues, tabernacles, temples, and other similar religious places of assembly. Accessory uses may include administrative offices, classrooms, meeting rooms, schools, daycare facilities, and cooking and eating facilities. A place of worship may include other uses that generally exist as principal uses—e.g., daycare center, school, or

recreational facility. Such uses are treated as principal uses and subject to the standards and limitations applicable to such uses."

The proposed C-C zoning district is compatible with the surrounding areas, as the property to the north has zoning designations of Regional Commercial (C-R) that is currently used for commercial business, and the property to the east and south has a zoning designation of Community Commercial (C-C) that is currently used as a commercial business and a worship place.

Land Development Code Section 2.5.1.D.3 requires the Council to weigh the relevance of and consider whether and the extent to which the proposed amendment:

a. Is consistent with and furthers the goals, objectives and policies of the comprehensive plan and other adopted City plans;

- Applicant's response: The proposed rezoning is consistent with the goals, objectives, and policies of the comprehensive plan, including meeting adopted levels of service for public facilities, being consistent with the future land use map and future land use designation, not contributing to urban sprawl, and protecting and/or mitigating natural resources located onsite.
- Staff response: Staff has no objection.

b. Is in conflict with any provisions of the LDC;

- Applicant's response: Rezoning the subject property from Transitional to C-C is not in conflict with the City's LDC. Rezoning is allowable when it is consistent with the City's goals, is compatible with surrounding uses, and provides an orderly and logical development pattern. This rezoning has demonstrated that it meets the City's review standards for rezoning and will further the City's goals for the development of under-utilized and vacant land, employment opportunities, and tax revenue.
- Staff response: Staff has no objection.

c. Addresses a demonstrated community need;

- Applicant's response: The rezoning from Transitional to C-C would permit church use on the property. The applicant desires to use this property to operate their church, to teach and preach the word of God, and to enable you and your family to grow spiritually.
- Staff response: Staff has no objection.

d. Is required by changed conditions;

- Applicant's response: Yes
- Staff response: Staff has no objection.

e. Is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land;

- Applicant's response: The subject property is currently surrounded by mostly commercial land use and zoning districts. To the East, across Sheeler Road and North Orange Blossom Trail, respectively, are shopping complexes with C-C zoning districts. South and adjacent to the subject property is C-C zoning with a Thrift Store, Transmission Shop, Chiropractic Business, Gas Station, and Churches, the same zoning designation requested for this property. The property to the north has a convenience store, gas station, and small retail shops; there is also some vacant commercial land and a stormwater pond. To the West, across Sheeler Rd and North Orange Blossom Trail, there are properties with agricultural land use and residential and vacant land with commercial zoning; the proposed rezoning to C-C is compatible with the surrounding commercial zoning districts of C-C. The proposed use of a church is also compatible with the existing uses of convenience stores, gas stations, Eyeglass and electronic businesses, retail stores, and churches, as well as the vacant commercial properties, as there are no

adverse impacts with noise, dust, air, and traffic to the existing commercial business. Rezoning the subject property to C-C is appropriate and desirable.
- Staff response: Staff has no objection.

f. Would result in a logical and orderly development pattern;

- Applicant's response: Once rezoned, the development of the subject property for use as a church is compatible with the surrounding uses. Trinity Baptist Church with a Daycare, St Francis of Assisi Catholic Church, and St Vincent Thrift Store to the south has a large community operation. East of Sheeler Road exists a shopping complex including a restaurant operation. The convenience store and gas stations are located to the north and south of the property. Just west of the subject property adjacent to Sheeler Road are commercial vacant properties and residential communities. The area has a mix of commercial, residential, and agricultural uses, with a large visibility of the subject site, which is logical and orderly with the existing development pattern and uses. While there are some vacant properties in the area, this development would not be considered a misfit as the area is firmly established with long-term and ongoing business operations.
- Staff response: Staff has no objection.

g. Would not result in significant adverse impacts on the natural environment—including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment; and

- Applicant's response: Rezoning the subject property to allow for a church facility will not result in significant adverse impacts on the natural environment. The property does not contain wetlands. Stormwater management will be retained onsite and meet all regulatory requirements. Impacts on trees and listed wildlife species will be permitted and mitigated according to the applicable regulations, including planting replacement trees as required. There will be little impact on water, air, and noise, as most of the services provided by the church facility will be performed on Sundays from 9:30 AM- 2:00 PM… Wednesdays 10:00 AM- 1:00 PM…. Thursdays 7:00 PM- 8:30 PM and Bi-Monthly Saturdays 12:00 NOON -3:00 PM Community Food Giveaway. Development under the existing zoning district of Community Commercial would also be required to mitigate any impacts to the natural environment and would be subject to the same requirements as the development under the proposed rezoning.
- Staff response: Staff has no objection.

h. Would result in development that is adequately served by public facilities (e.g., streets, potable water, sewerage, stormwater management, solid waste collection and disposal, schools, parks, police, and fire and emergency medical facilities).

- Applicant's response: The subject site will be serviced by City water and wastewater, which has adequate capacity in the area. There is an existing paved road that can provide access to the property. Stormwater management will be addressed on-site. The proposed development will have no impact on schools or parks because it is a non-residential use. The property is in the existing City service area for police, fire, and emergency medical facilities. Any impacts to City services because of the proposed development will be addressed through the City's established concurrency management process.
- Staff response: Staff has no objection.

ORANGE COUNTY NOTIFICATION:
The JPA (Joint Planning Agreement) requires the City to notify the County 30 days before any public hearing or advisory board. The City notified Orange County on November 29, 2023.

PUBLIC HEARING SCHEDULE:
February 13, 2024 – Planning Commission (5:30 P.M.)
March 6, 2024 – City Council (1:30 P.M.), First Reading
March 20, 2024 – City Council (7:00 P.M.), Second Reading and Adoption

DULY ADVERTISED:
January 26, 2024 – Apopka Chief
January 22, 2024 – Posters placed on property
January 24, 2024 – Mailed notices to adjacent property owners

FUNDING SOURCE:
Not applicable.

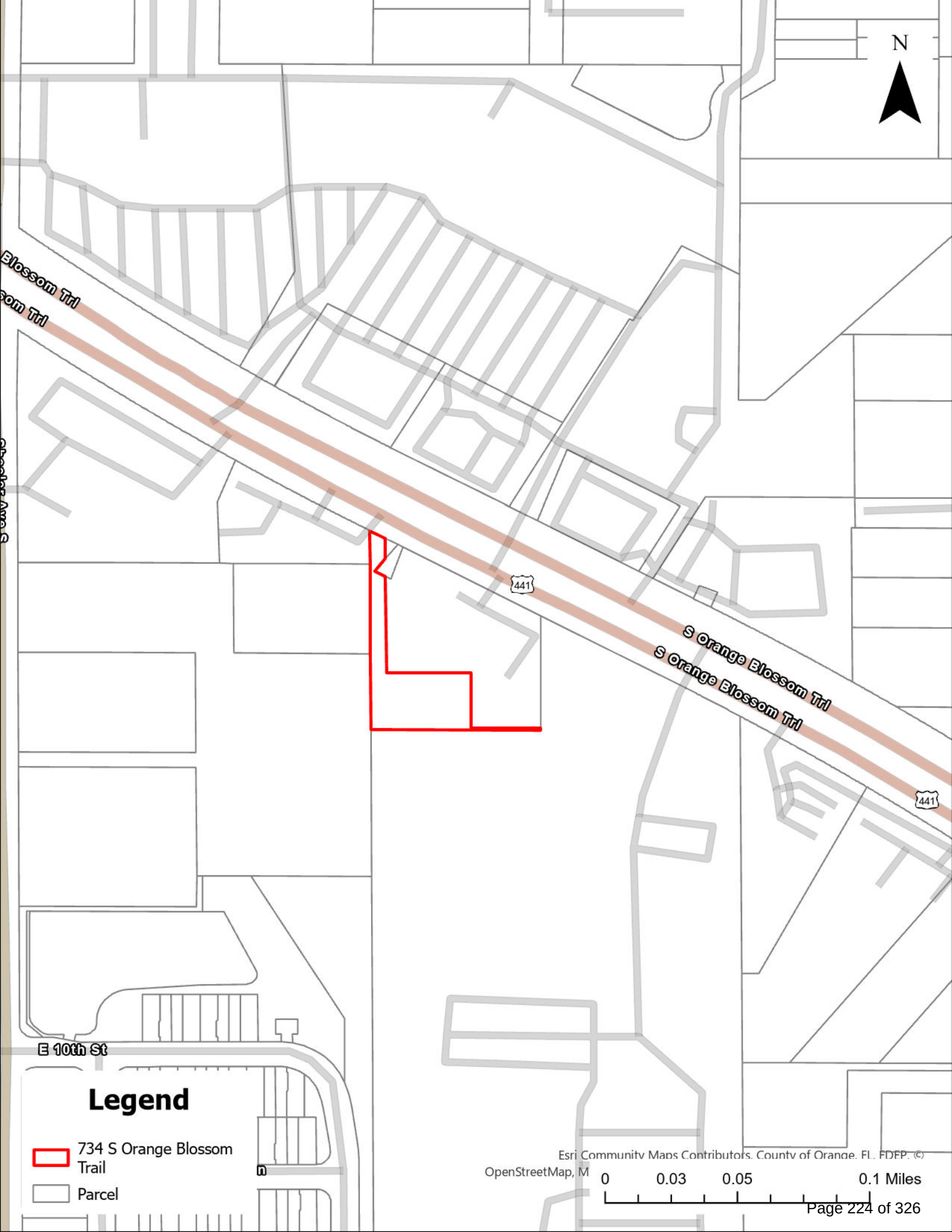
RECOMMENDED MOTION:
Development Review Committee (DRC):
Recommends approval of the Change of Zoning from T (Transitional) to C-C (Community Commercial), finding the proposed change consistent with the Comprehensive Plan and Land Development Code and compatible with the character of the surrounding areas, based on the findings and facts presented in the staff report and exhibits.

Planning Commission:
At its meeting on February 13, 2024, the Planning Commission found the proposed Change of Zoning from T (Transitional) to C-C (Community Commercial) consistent with the Comprehensive Plan and Land Development Code and compatible with the character of the surrounding areas and unanimously recommended approval of the proposed Change of Zoning, based on the findings and facts presented in the staff report and exhibits.

Recommended Motion – City Council:
Accept the first reading of Ordinance Number 3044 and hold it over for the second reading and adoption on March 20, 2024.

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

ATTACHMENTS:
1. Maps
2. Ordinance Number 3044 Rezoning
3. Ads 01-26-2024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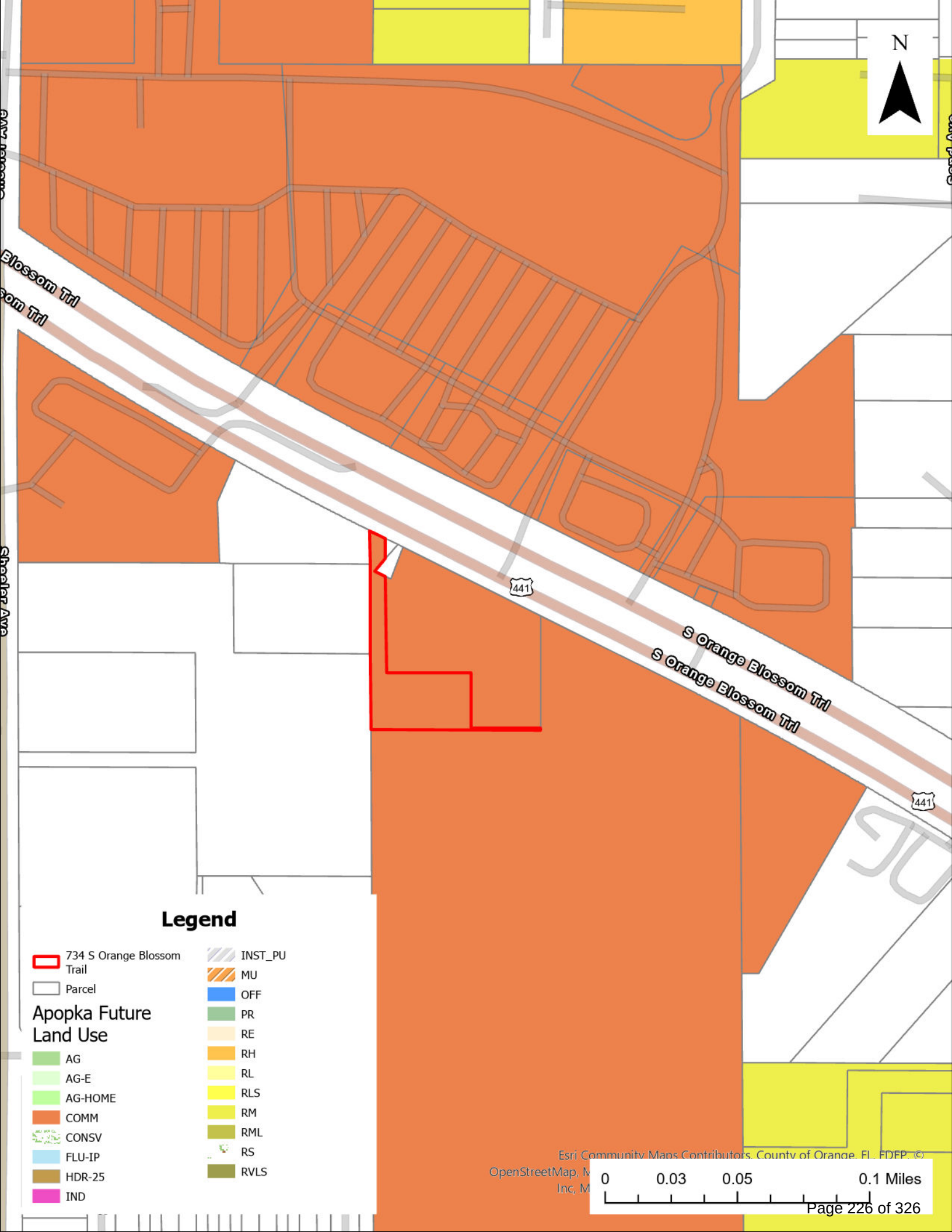
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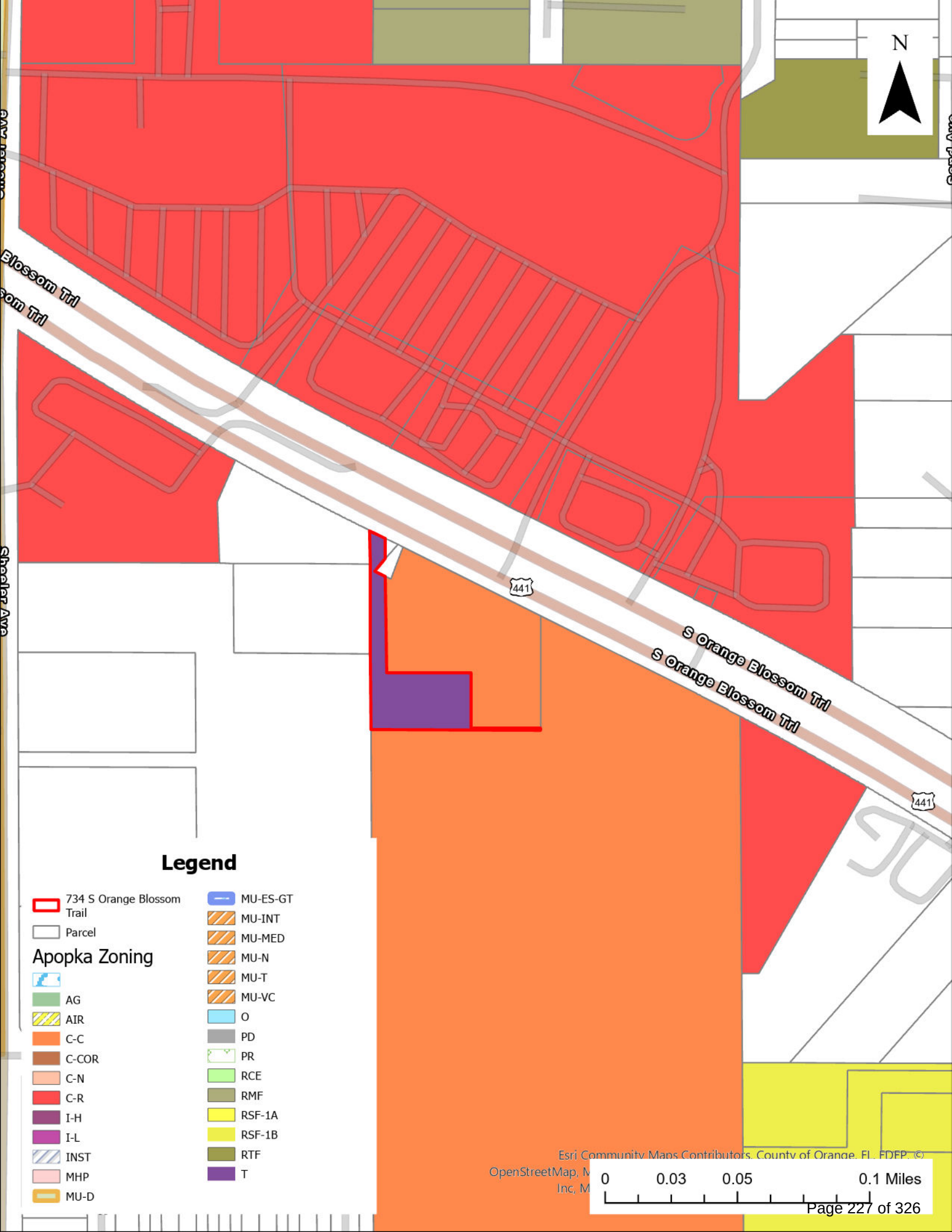
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ORDINANCE NO. 3044

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM T (TRANSITIONAL) TO C-C (COMMUNITY COMMERCIAL), FOR CERTAIN REAL PROPERTY GENERALLY LOCATED AT 734 S ORANGE BLOSSOM TRAIL; SERVANTS OF GOD MINISTRIES INC COMPRISING 0.65 ACRES, MORE OR LESS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, to manage the growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

WHEREAS, Servants of God Ministries, Inc., has requested a change in zoning on said property as identified in Section I of this ordinance; and

WHEREAS, the proposed C-C (Community Commercial) District zoning has been found to be consistent with the City of Apopka Comprehensive Plan, and the City of Apopka Land Development Code.

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

Section I. That the zoning classification of the property described in Exhibit A, being situated in the City of Apopka, Florida, is hereby C-C District, as defined in the Apopka Land Development Code, and with the following provision:

Section II. That the zoning classification is consistent with the Comprehensive Plan of the City of Apopka, Florida. The applicant shall obtain all approvals as required, if any, per the Orange County Charter and the Amended Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency.

Section III. That the Community Development Director, or the Director's designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Apopka, Florida, to include said designation.

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

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

Section VI. That this Ordinance shall take effect upon the date of adoption.

ADOPTED at a regular meeting of the City Council of the City of Apopka, Florida, this ____ day of_____, 2024.

READ FIRST TIME: March 6, 2024

READ SECOND TIME AND ADOPTED: March 20, 2024

ATTEST:

_____ _____

Susan Bone, City Clerk Bryan Nelson, Mayor

Approved as to form and legal sufficiency:

_____

Cliff Sheppard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: January 26, 2024

EXHIBIT "A"

Parcel Identification Number(s): 14-21-28-0000-00-005

Vote: Remember dates of election

Continued from page 2A

mit voter registration information online when you renew your driver's license online through the Florida Department of Highway Safety and Motor Vehicles' online renewal system. For more information, visit GoRenew.com; Tax collector's office that issues driver licenses or Florida identification cards; Voter registration agency. For more information about who these agencies are, visit the National Voter Registration Act (NVRA) webpage.

* By mail or in person.

If you need to update your information on your registration before any of the upcoming elections, head to RegistertoVoteFlorida.gov or reach out to your county Supervisor of Elections. In Orange County, the deadline to register for the March 19 elections is Tuesday February 20, which is 29 days before the local and PPP elections. Remember that Monday, February 19 is a national holiday and the OCSOE office is closed.

Florida's statewide primary is on Tuesday, Aug. 20, for the purpose of nominating party nominees to be voted for in the general election to fill a national, state, county, or district office.

A primary election is held 11 weeks before the general election.

The General Election is on Tuesday, Nov. 5. This election is open to all voters regardless of party affiliation.

Again, the dates to be aware of before the national general election on Tuesday, November 5, are: Tuesday, March 19 for the City of Apopka city commission seats 3 and 4, and the Republican PPP election, the statewide primary on Tuesday, August 20, and then the general election nation-wide on Tuesday, November 5.

CITY OF APOPKA
PUBLIC HEARING NOTICE
SPECIAL EXCEPTION

NOTICE is hereby given that **SARAH MAIER, Dewberry Engineers** has made an application, in accordance with Apopka Code of Ordinances, Part III, Land Development Code, Article II, Section 4.2.2.C to the City of Apopka Planning Commission for a **SPECIAL EXCEPTION TO ALLOW THE USE OF AN OUTDOOR STORAGE AS THE PRIMARY USE IN THE REGIONAL COMMERCIAL (C-R) ZONING DISTRICT.**

This application relates to the following described property located at 2301 Coral Hills Road:

Parcel Identification Number(s): 22-21-28-0000-00-068
Contains: 6.33 +/- acres

Notice is given that the **City of Apopka Planning Commission** will hold a public hearing to consider the Special Exception request at its scheduled meeting in the City Council Chambers of the Apopka City Hall on **Tuesday, February 13, 2024, beginning at 5:30 P.M.**, or as soon thereafter as possible.

Affected parties and the public may appear at the above listed hearing to speak. Please be advised that, under State law, if you decide to appeal a decision made with respect to this matter, you will need a record of the proceedings and may need to ensure that a verbatim record 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 (ADA), persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 120 East Main Street, Apopka, Florida 32703; Telephone: 407-703-1704, no less than 48 hours prior to the proceeding.

Apopka Planning Commission
Community Development Department

January 26, 2024

Publish: The Apopka Chief **175674**

Moore: Safety on roadways noted

Continued from page 2A

committed to remedying dark roadways in the county. The projected amount to be spent in District 2 to increase arterial street lighting is $4,514,200. While I'm excited, and I'm also a bit wary of the promised progress due to past delays and hold-ups I have experienced with Duke Energy.

Keep your fingers crossed these will all be completed over the next five years.

In priority order, street lighting projects include: AD Mims Rd, E Votaw Rd, E Welch Rd, N Park Ave, Sheeler Ave, Wurst Rd, McCormick Rd, Old Hwy 441, Ponkan Rd, Sadler Rd, W Highland Ave, Ocoee Apopka Rd, Old Dixie Hy, Round Lake Rd, W Highland Ave, Binion Rd, Hempel Ave, Jones Ave, N Rock Springs Rd, Plymouth Sorrento Rd, Lake Breeze Dr, Lake View Dr, Old Dixie Hy, Ondich Rd, Pembrook Dr, Shader Rd, W Keene Rd, W Orange Ave, and Warrior Rd.

As always, I'm committed to bringing transportation safety improvements to District 2. If you have any questions, please do not hesitate to call my office at 407.836.5850 or email to District2@ocfl.net.

Byrd: Awards have been earned

Continued from page 2A

the program has been a magnet they have won numerous regional, state and national awards. They have grown to nearly 400 students and multiple classrooms, including a fully stocked bakery, industrial teaching kitchen, and cafe.

They also cater multiple private events each year.

Over the last few years, they have celebrated many firsts, including:

*First culinary arts magnet in OCPS and largest in Central Florida with over 375 students

*The only Florida culinary school to win a Top 10 spot at the NASA HUNCH Culinary Challenge, not once, but TWICE; they won two back-to-back second-place national trophies each time!

*First Central Florida school to win first place in the state and earn the right to represent OCPS at the National ProStart Invitational in Washington, D.C.

*First Central Florida School to have an instructor honored with Florida Teacher of Excellence by the Florida Restaurant Association.

*ONLY Florida school to have an instructor honored with the National James Maynard Award for Excellence in Innovation by the National Restaurant Association

*First culinary school in the country to study, market/brand, and mass-produce coffee and chocolate; one of very few to make their own branded hot sauce – one so good a grocery store chain is in talks with Chef Bates to put it on their shelves.

And now, through a partnership with the Florida Dairy Council and Duke Energy, they have started the Mustang Creamery where they are developing delicious ice creams and cheeses. They are also beginning a pizzeria with the help of the Central Florida Hotel and Lodging Association, and Domino's Pizza.

Students in this program earn certifications that they can use in a kitchen right away or can build upon in other culinary programs after graduation. They earn numerous scholarships in competitions, as well.

Besides cooking skills, they learn management skills, inventory and sales, budgeting, service skills, and more.

The possibilities are endless as we keep setting our sites higher for this tremendous program. If your child might be interested in the culinary program, contact the school for a tour; and remember that magnet applications are due by February 15 for next year. Go to ocps.net for more information.

Hayden: Vote to return our strengths

Continued from page 2A

according to their observations (not ours). The next step is a classless society where everyone is equal and will put into the warehouse what they can provide and only take out what their immediate needs are.

People being people with their own ideas of what is needed is the very reason Communism will not work. A lot of people talk about a classless society, but they cannot show you one. I agree there are a multitude of people who would be satisfied with being bound up in a society where they would be taken care of, but they would have their needs met according to how well they benefit the warehouse and what they could offer for use of others.

Karl Marx stated, "Nothing can have value without being an object of utility." Meaning, if you do not produce, you are of no value, and therefor unnecessary.

Observe where we are today. The elites are buying their desires to be met by those who benefit from their donations to their electoral campaigns. Quid Pro Quo is not supposed to be utilized in our governmental decisions, but unfortunately where temptations arise, resolutions will fall. In the end, they who give the most, reap the most.

I am satisfied that most Americans are not willing to give up any more rights, and, even though the money collected seems to be the deciding factor, "We the People" have not spoken yet in our obligation to vote. I am trusting that those who have seen our rights trampled underfoot and our Constitution ignored will speak out with their vote.

Let us go back to being a smaller government that recognizes the people of the United States of America as its employers and not subjects. We need to hold those accountable who would consider their role as one that lords it over we their servants and sovereign overseers of our rights and privileges as Americans.

Remember the steps Karl Marx attributed to society. They are Slavery, Feudalism, Mercantilism, Capitalism, Socialism, and Communism.

Open your eyes. We are free people! We can return our nation to Americanism!

It is up to you and me to stand together and make our nation one of the most exceptional in the world again. Smile Americans – happiness looks gorgeous on you!!

Everybody has an opinion. Why not share yours?

Send a letter to the Editor online www.theapopkachief.com

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ALL ABOUT APOPKA

The Apopka Chief

Established 1923

(USPS 545-440)

The Apopka Chief is published every Friday and entered as Periodicals, postage paid at Apopka Post Office, under the Act of Congress of March 3, 1879. **The Apopka Chief** newspaper is published by Foliage Enterprises, Inc., every Friday at 400 North Park Avenue, Apopka, Fla., 32712-3417. An annual subscription is $25 in Orange County and $30 outside Orange County. Phone 407-886-2777. Postmaster: Send address changes to **The Apopka Chief**, P.O. Box 880, Apopka, Fla., 32704-0880.

The Apopka Chief is a consistent award-winning community weekly newspaper and a member of the Florida Press Association. The newspaper won the group's award as its best newspaper in 1982, 1987, and 1988, the only three-time winner. Letters to the editor are welcome, but must be signed and include a daytime telephone number, address,, or email address for verification. Management reserves the right to edit letters.

www.theapopkachief.com, news@theapopkachief.com

City of Apopka Telephone Numbers

City Hall407-703-1700
Mayor's Office407-703-1701
City Administrator407-703-1649
City Clerk407-703-1704
Community Devel.407-703-1712
Code Enforcement407-703-1738
Finance Dept.407-703-1725
Fire (non-emerg.)407-703-1756
Parks and Rec. Dept.407-703-1741
Police Chief407-703-1769
Police (non-emerg.)407-703-1771
Job Line407-703-1743
Solid Waste Collect.407-703-1731
Street Maintenance407-703-1731
Utility Billing407-703-1727
Medical, fire emergency911

The city of Apopka was chartered in 1882. It is located at 28'30 north latitude and is 150 feet above sea level. Its population is about 48,000 and its total area is more than 30 sq. mi. **www.apopka.net**

Orange County Telephone Numbers

Animal Services407-836-3111
Auto/Boat Tags850-617-2000
Building Dept.407-836-8550
County Mayor407-836-7370
County Commission407-836-7350
County Attorney407-836-7320
Clerk of the Court407-836-2065
Elections Supervisor407-836-2070
Fire/Rescue407-836-3111
Solid Waste407-836-6601
Garbage Collection407-703-1731
Health Dept.407-836-2600
Hunting/Fishing Lic888-347-4356
Parks and Rec. Dept.407-836-6200
Property Appraiser407-836-5044
Sheriff Administrative407-254-7000
Non-Emerg. Complaint407-836-4357
Utilities407-836-5515
All other departments407-836-3111
Medical, fire emergency911

www.orangecountyfl.net

Other Area Numbers of Note

U.S. Senators
Rick Scott (Rep.) 202-224-5274
Marco Rubio (Rep.)407-254-2573
U.S. Representative
Daniel Webster (Dist. 11)352-241-9220
State Representatives
Doug Bankson407-476-6787
Carolina Amesty (Dist. 45)unknown
State Senators
Geraldine Thompson (Dist.11) 407-297-2045
Orange County Commissioner
Christine Moore407-836-7350
Orange County Public Schools
Pupil assignment407-317-3233
Bus routes407-317-3800
Superintendent407-317-3200
School Board407-317-3200
Miscellaneous
*The Apopka Chief*407-886-2777
Museum of the Apopkans407-703-1707
Chamber of Commerce407-886-1441

2023: City Center hotel listed for sale, manor is part of deal

Continued from page 5A

Apopka, the museum is open by appointment only and Wednesday and Saturday, 8-11 a.m.

Veterans of Foreign Wars Post 10147 organized its Veterans Day ceremony featuring a keynote address by Retired Lt. Commander Joshua A. Andrews on Veterans Day, Saturday, November 11, at Kit Land Nelson Park in downtown Apopka. … Local barbecue restaurant Sonny's BBQ recognized the two police officers who helped deliver a baby last month after receiving a 911 call. … The Apopka City Council learned about a new program that would help revitalize the downtown area, promote the area, bring economic vitality, and enhance residents' quality of life. The cost to launch is estimated to be $205,000. … The Miss Apopka Scholarship Competition welcomes Miss Florida 2023 Juliette Valle to the community as she hosts the Miss Apopka Scholarship Competition on Saturday, December 2, at Apopka High School.

Taurus Investment Holdings has listed Hilton Garden Inn at the Apopka City Center for sale and added Highland Manor as part of a packaged deal at an undisclosed price. … The Rotary Club of Apopka and Renewal Church of Apopka donated 40 food bags and turkeys to Zellwood Elementary School on the morning of Thursday, November 15. … Seven qualities exemplify an exceptional leader, all which were eminent in Mayor John Land, said Pat Williams, co-founder of the NBA's Orlando Magic at the fifth annual John Land Apopka Community Trust Legacy Gala. … The Miss Apopka Organization welcomes seven delegates from around the greater Central Florida area to the competition, which will take place at the Apopka High School Auditorium, 555 W. Martin St., Apopka, on Saturday, December 2. … Apopka Mayor Bryan Nelson delivers the 2023 State of the City address on Friday, November 17, at the Apopka Community Center/VFW Building on South Central Avenue in Apopka.

December

The city of Apopka and the developer of the Apopka City Center Winn-Dixie are working out a plan so the city could extend the supermarket's temporary certificate of occupancy until February 1, 2024. … The grand marshal for the 47th annual Apopka Christmas Parade will be Roger Franklin Williams, local on-air radio personality and son of Apopka High School principal and educator Roger A. Williams, who served as Apopka Christmas Parade grand marshal in 2003. … The Apopka City Council voted 5-0 to authorize the mayor to sign a professional services agreement with a Maitland mentorship program for male youth. … A 76-year-old female pedestrian was killed after being struck by a car that an Apopka family was driving in Forest City, according to Florida Highway Patrol. … A record-breaking number of over 300 registrants from 18 states and one Canadian province are visiting Lake Apopka North Shore during the eighth annual North Shore Birding Festival.

The Apopka City Council adopted, 5-0, a resolution extending the Community Redevelopment Agency and its redevelopment plan an additional three years until January 1, 2027, with the option for another seven-year extension. … The Apopka Tree Lighting Ceremony took place on Friday, December 1, at Kit Land Nelson Park. The event included holiday music, photos with Santa, kids activities and meeting Santa and Mrs. Claus. … Reilly Cardella took home the crown as Miss Apopka 2024 among the six young women who competed for the title on Saturday, December 2, in the Apopka High School auditorium. … The Apopka Police Department supported local families in need during the holidays with the department's annual Shop With a Cop. It is running for 10 days — December 4-8 and December 11-15 — at the Apopka Super Walmart on South Orange Blossom Trail.

Orange County Public Schools will launch a pilot program this month in seven randomly selected schools to test the use of a walk-through weapons detection system during arrival. The pilot program begins this month with full implementation at Wekiva High School beginning Monday, December 18, according to an OCPS news release. … Between 2,000 and 3,000 people participated in the 47th annual Apopka Christmas Parade on Saturday, December 9, traversing approximately one mile on Park Avenue. … On Monday, December 11, the Florida Department of Education announced the release of the 2022-2023 school and district grades, with Orange County Public Schools earning a "B" grade on the new district grading scale. … The mother of the youth involved in a Pop Warner football practice shooting was arrested Thursday, December 7, on a charge of culpable negligence. … The Christmas concert "Hope Was Born" with Jonathan Cain, Hall of Fame songwriter and keyboardist from the rock band Journey, will premiere on Sunday, December 17, beginning at 6 p.m. at StoryLife Church, 505 E. McCormick Road, Apopka.

After debating what the next step would be in moving the annexation of South Apopka forward, the Council decided to come up with questions to put on a survey and submit to residents to get their opinion on annexing South Apopka. … Defying the inclement weather, the community held its Wreaths Across America Day on Saturday, December 16, at the Edgewood-Greenwood Cemetery. There, community members laid wreaths on veterans' graves. … Lake Apopka Natural Gas District) has appointed Brent Haywood, as the company's next chief executive officer and general manager, effective January 8, 2024. … Local businesses, entrepreneurs, and community leaders were honored for their community service, contributions to the community, and accomplishments at the 2023 annual Apopka Chamber Business Awards. … The seniors of the Apopka High School's Student Government Association visited Phillis Wheatley Elementary on Tuesday, December 19, to deliver presents to all the pre-K and kindergarten students as part of Dewey and Daisy's Holiday Wish.

Southeastern Grocers Inc., parent company and home of Fresco y Más, Harveys Supermarket and Winn-Dixie grocery stores, together with the SEG Gives Foundation, has donated more than $3,727,000 back into the community to support neighbors in need in 2023. … Trees and the grounds of Kit Land Nelson Park. located in downtown Apopka, have been aglow with holiday lights the entire month. The city had its tree lighting ceremony at the park on December 1. … The Apopka Police Department added two new officers to its police force on Monday, December 18. The officers took an oath to serve and protect when they were sworn-in at Apopka City Hall by Apopka Police Chief Michael McKinley. ... City Hall released its schedule of upcoming meetings in January 2024. All will take place at Apopka City Hall, 120 E. Main St., Apopka. Meetings are live streamed on the city's YouTube channel.

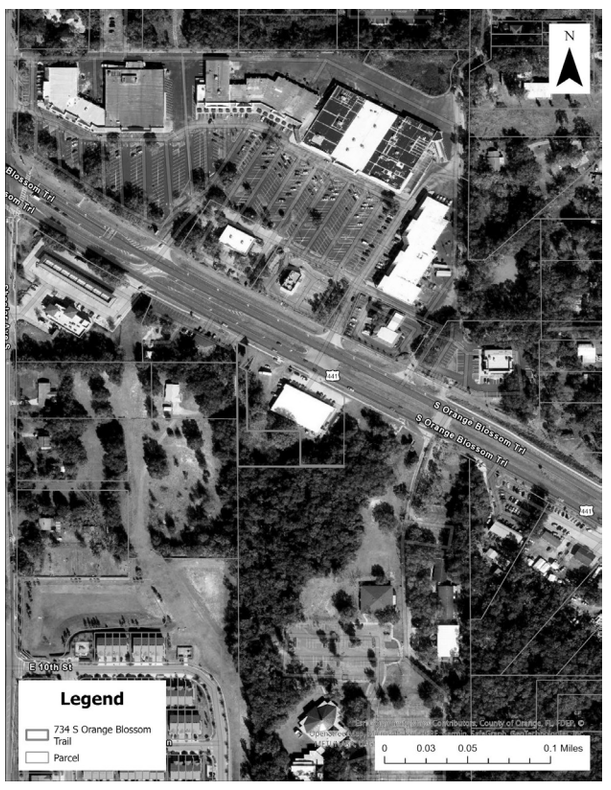
All public/legal notices
printed in
The Apopka Chief
are also loaded to
our website:
www.theapopkachief.com
as well as to the
state-wide
Florida Press
Association's website:
www.floridapublicnotices.com
Both Websites have
searchable capabilities.
The Apopka Chief,
legals@theapopkachief.com
407-886-2777

400 N. Park Ave., Apopka FL 32712

CITY OF APOPKA
PUBLIC HEARING NOTICE
CHANGE OF ZONING

NOTICE is hereby given pursuant to Secs. 163.3184 and 166.041(3)(a), Florida Statutes and the Apopka Code of Ordinances, Part III, Land Development Code, Article II, Section 2.4.7.B, that **Servants of God Ministries, Inc.** has made application relating to the following described property.

ORDINANCE NO. 3044
AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM T (TRANSITIONAL) TO C-C (COMMUNITY COMMERCIAL), FOR CERTAIN REAL PROPERTY LOCATED AT 734 S ORANGE BLOSSOM TRAIL; OWNED BY SERVANTS OF GOD MINISTRIES INC COMPRISING 0.65 ACRES, MORE OR LESS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.



Parcel Identification Number(s): 14-21-28-0000-00-005
Contains: 0.65 +/- Acres

Notice is given that the **City of Apopka Planning Commission** will hold a public hearing at its regularly scheduled meeting in the City Council Chambers of the Apopka City Hall, 120 E. Main Street, Apopka, Florida on **Tuesday, February 13, 2024 beginning at 5:30 P.M.**, or as soon thereafter as possible.

FURTHER NOTICE is given that a public hearing for Ordinance Number 3044 will be held by the **City of Apopka City Council** at its regularly scheduled meeting in the City Council Chambers of the Apopka City Hall, 120 E. Main Street, Apopka, Florida on **Wednesday, March 6, 2024 beginning at 1:30 P.M.**

Affected parties and the public may appear at the above listed hearings to speak. The proposed Rezoning Application can be inspected at the Apopka Community Development Department located at Apopka City Hall on weekdays between the hours of 8:00 a.m. and 4:30 p.m. City Hall address shown below. Please be advised that, under State law, if you decide to appeal a decision made with respect to this matter, you will need a record of the proceedings and may need to ensure that a verbatim record 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 (ADA), persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 120 East Main Street, Apopka FL 32703, Telephone: 407-703-1704, no less than 48 hours prior to the proceeding.

Apopka City Council
Apopka Planning Commission
January 26, 2024 Community Development Department

Publish: The Apopka Chief **175691**

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Mac: A graduate of FAMU

Continued from page 1B

to the field of competition. A lot of athletic scholarships have been offered to many of the athletes I have coached. There are just as many athletes who have gone onto successful careers in professional fields though. The athletes went on to earn college degrees, then made a successful career by continuing to carry the work ethic throughout their lives."

McMillian has also served as a part of Apopka High School wrestling's staff for over two decades.

Diversity is the hallmark of the careers chosen by the athletes coached by McMillian. McMillian listed police officer, firefighter, and serving in the military as a few of the career paths athletes that he once coached have taken. Careers without the structural ranks include education, law, and journalism.

Working the way up the ladder of success one rung at a time, but steadily in the chosen profession is the common factor among the careers chosen though.

Wrestling will always be thought of first and foremost when discussing McMillian's coaching career. The award is also specifically for the sport of wrestling. Nonetheless, McMillian influence has been in all sports.

"Coaching has been my passion and love for most of my life," McMillian said. "However, athletics provide an opportunity for athletes to earn their high school diploma and then a college degree. Earning academic degrees is the same kind of success as on the athletic field and at the end of competition. An educated person is set up for lifelong success and thus why earning degrees is important to me. I push my athletes to prioritize education as much as the athletics."

From an early age McMillian played sports and was an established as well as experienced athlete when entering high school. McMillian quickly developed a passion for the four mainstream (in Florida) sports of baseball, football, basketball, as well as track and field, being named MVP of several teams. However, McMillian saw football as the vehicle providing a ride to college and the end goal was playing in the NFL.

Then life cropped up with different plans for the defensive back.

Graduating from West Orange High School in 1979, McMillian never played a down of football at the collegiate level. McMillian attended college and pursued a bachelor's degree on an athletic scholarship---in track and field instead of football. During 1985, McMillian graduated from Florida A&M with a Bachelor's degree in Education and certification for the specific discipline of physical education.

While football scholarships were offered to McMillian, track and field coaches did so first. Within hours of placing second in the 300-meter hurdles at the state championship meet during 1979, McMillian was offered the scholarship by FAMU coaches. So when the football scholarships did come, McMillian had already gone through the process of changing gears. A second change of gears just didn't match the value of staying the course McMillian had already decided to pursue.

Furthermore, part of changing gears was giving up summers spent at football practices and an opportunity to earn much-needed income.

The decision to pursue competing in track and field was also fueled by the FAMU coaches' strong pursuit of signing McMillian and the subsequent close relationship which developed. Head coach Bobby Lang took the same path as a coach. The uncle of former Wekiva High School football coach Kenard Lang, not only had Bobby Lang switched the sports coaching. Lang and McMillian were deciding which sports to participate in at the same time.

Baseball came into the picture when the U.S. boycotted the 1980 Olympics (in Moscow). McMillian was stripped of the opportunity to at least try-out for the biggest internation-

See MAC Page 4B

No fishing or swimming on Lake Monroe, due to sewage

Jim Keck
Goin' Fishin'

Hello Folks,

I hope y'all had a great week. We have been havin' some up-and-down weather lately, and that has kinda put a damper on the fishin'.

When the weather is good-to-fair, folks have been gettin' on the water and catchin' a few fish. I know the specks are still bitin', but Lake Monroe is out of the picture. There was a gear break, and 5 million gallons of partially treated human sewage was dumped into Lake Monroe. There are signs all around the lake warnin' folks to not swim or fish the lake. They want folks to stay out of the water until the water samples show it's safe for folks to go back on the lake.

You can fish the upper St. Johns River, say around Palatka or North of there, or fish in the SJR south of Lake Monroe. The St. Johns River runs North startin' at the headwaters of Blue Cypress Lake, and empties into the Atlantic Ocean east of Jacksonville.

You can always fish other chains in our area for specks, too. The bass fishin' has been good one day and a little slow the next day.

There was an MLF Phoenix Bass Fishing League tournament held on the Harris Chain over the weekend. Congrats to Laramy Strickland on his win this past Saturday. Laramy weighed in 5 bass that hit the scales at 20 pounds-1 ounce. He beat Sean Wieda by 1 ounce for the win. Laramy won $4,806 dollars for his win.

The Harris Chain was busy due to the 115 boat-field that fished the chain. The biggest bass caught durin' the tournament was caught by Tyler Sheppard of Yulee. Tyler's big bass weighed in at 9 pounds-4 ounces, and earned him the Berkley Big Bass Boater award of $725 dollars. Congrats to James Brooks of Inverness. James won the Strike King co-angler's side of the tournament. James' 5 bass hit the scales at 15 pounds-15 ounces. James earned $2,403 dollars for his win. So, there were some nice stringers of bass bein' caught durin' the tournament, even though there were a lot of boats on the chain.

I wanted to congratulate all the folks that live in the Fishing Capital of the World, i.e. the Great State of Florida. Governor Ron DeSantis launched a three-month Great Outdoors initiative on October 14, 2023. That initiative ran until January 13, 2024. This initiative was providing a 50-percent discount on Gold Sportsman huntin' and fishin' licenses and Annual State Park Passes. The governor wanted to get folks outdoors to go fishin' or huntin', and he wanted folks to explore Florida's natural resources by traveling around our great state.

Do you know that more than 75,000 Gold Sportsman licenses were sold which totaled $24 million in revenue for the state. Also, there were 55,000 state park passes sold that generated $2.86 million dollars. The one I like is the fact that there were 23,000 huntin' and fishin' licenses purchased durin' that time, and those folks were first-time license holders. So, I just wanted to say thanks to the Governor and the folks that took advantage of the discount.

It was great to see the interest folks showed in gettin' out in the Florida Outdoors, and enjoyin' what Florida has to offer.

Well, that's it for this week. I hope to see you on the water. See ya next week.

Tip of the week: Get outdoors!

Save a few and good luck.

CITY OF APOPKA
PUBLIC HEARING NOTICE
CHANGE OF ZONING

NOTICE is hereby given pursuant to Secs. 163.3184 and 166.041(3)(a), Florida Statutes and the Apopka Code of Ordinances, Part III, Land Development Code, Article II, Section 2.4.7.B, that **Lowndes Law Firm c/o Logan Opsahl, Esq.** has made application relating to the following described property.

ORDINANCE NO. 3045

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM T (TRANSITIONAL) TO I-L (LIGHT INDUSTRIAL), FOR CERTAIN REAL PROPERTY LOCATED AT 135 HERMIT SMITH ROAD; OWNED BY MARILYN S BOUGHAN TRUST COMPRISING 7.23 ACRES, MORE OR LESS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Parcel Identification Number(s): 01-21-27-0000-00-029
Contains: 7.23 +/- Acres

Notice is given that the **City of Apopka Planning Commission** will hold a public hearing at its regularly scheduled meeting in the City Council Chambers of the Apopka City Hall, 120 E. Main Street, Apopka, Florida on **Tuesday, February 13, 2024 beginning at 5:30 P.M.**, or as soon thereafter as possible.

FURTHER NOTICE is given that a public hearing for Ordinance Number 3045 will be held by the **City of Apopka City Council** at its regularly scheduled meeting in the City Council Chambers of the Apopka City Hall, 120 E. Main Street, Apopka, Florida on **Wednesday, March 6, 2024 beginning at 1:30 P.M.**

Affected parties and the public may appear at the above listed hearings to speak. The proposed Rezoning Application can be inspected at the Apopka Community Development Department located at Apopka City Hall on weekdays between the hours of 8:00 a.m. and 4:30 p.m. City Hall address shown below. Please be advised that, under State law, if you decide to appeal a decision made with respect to this matter, you will need a record of the proceedings and may need to ensure that a verbatim record 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 (ADA), persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 120 East Main Street, Apopka FL 32703, Telephone: 407-703-1704, no less than 48 hours prior to the proceeding.

Apopka City Council
Apopka Planning Commission
Community Development Department

January 26, 2024

Publish: The Apopka Chief **175692**

Police Beat

If a law enforcement agency charges you with a crime and this paper reports that information, please notify us within 90 days if the charge is dropped, or if you are found not guilty by the court. After verifying the information, we will be happy to publish it. Please send notification to *The Apopka Chief,* P.O. Box 880, Apopka, 32704-0880.

In the period from January 14-20, the Apopka Police Department received 1,612 calls for service, responded to 24 crashes, issued 65 citations, and made 21 arrests. Juvenile was charged with carrying concealed weapon-unlawful carry of concealed firearm.

The following adults were arrested and charged:

Donald Cornelius Baker, 71, 537 W. Ella J Gilmore St., Apopka, moving traffic violation-driving while license suspended revocation equivalent status 3rd subsequent violation; moving traffic violation-reckless driving 1st offense.

Sakeinah Alisha Burgess, 32, transient, Apopka, possession of cocaine; drugs-possession of a controlled substance.

Heriberto Joselito Echeverria-Ramirez, 25, 469 Breezeway Dr., Apopka, moving traffic violation-operate motor vehicle without valid license.

David Michael Frisby, 37, 603 Bidwell St., Fruitland Park, burglary with assault or battery; resist officer with violence; damage property-criminal mischief over $200 under $1,000; battery on specified personnel; simple assault-intent threat to do violence; burglary-dwelling/structure cause damage $1,000+; burglary-travel commit F1 burglary outside county residence; damage property-criminal mischief $1,000 or more.

Alyssa Nicole Ganaway, 27, 639 W. Central Blvd., Orlando, drugs-possession of controlled substance without prescription.

Ladarren Griggs, 40, 1501 Marden Meadows Ct., Apopka, failure to appear.

Julian Richard Guerrero, 31, 2923 Cedar Crest Dr., Apopka, DUI-unlawful blood alcohol, DUI-influence of alcohol or drugs.

Twananthony Lanone Hodge, 48, 325 E. 15th St., Apopka, drugs-possession of controlled substance without prescription (meth).

Ronald Dee Hurt, 60, 41 Dora Dr., Tavares, drugs-possession of controlled substance without prescription.

Sebastian Icalmuz, 20, 904 Lake Drive, Apopka, moving traffic violation-operate motor vehicle without valid license.

Bernard Anthony Jeanty, 51, 25224 Ironwedge Dr., Sorrento, hit and run-failure to stop, remain at crash involving injury other than serious bodily injury.

Yon Gilber Monasterio-Cuellar, 47, 1321 Fettler Way, Winter Garden, burglary with assault or battery.

Brandon Kyle Mosley, 36, confidential, Orlando, battery-touch or strike.

Marlyna Alana Oyola, 26, 1113 Bardwell Ct., Apopka, drugs-possession of controlled substance without prescription; moving traffic violation-driving with suspended revoked license.

Jesus Guadalupe Reyes, 43, 1154 S. Lake Ave., Apopka, drug equipment-possession and/or use; drugs-possession of controlled substance without prescription (Vyvanse 60mg); heroin-possession with intent to sell manufacture or deliver schedule I; possession of weapon or ammo by convicted United States felon; resist officer-obstruction without violence.

Anthony Dwayne Sangster, 56, transient, Apopka, drug equipment-possession and/or use; drugs-possession methamphetamine within 1000 ft specified area; resist officer-obstruction without violence.

James Roosevelt Seay, 52, 1571 Clarcona Road, Apopka, damage property-criminal mischief $1,000 or more; larceny/grand theft-$750 less than $5,000; larceny-petit theft merchandise farm transit 2+ prior conviction.

Chatara Cherrell Thomas, 37, 121 E. 15th St., Apopka, larceny-other theft.

Eugene Turner, 44, confidential, Apopka, burglary of occupied dwelling unarmed; damage property-criminal mischief $1,000 or more; stalking, following, harassing, cyberstalk another; trespassing-trespass occupied structure or conveyance.

Benjamin Lee Williams, 33, 3328 Dew Berry Ave., Apopka, drugs-possession of controlled substance without prescription (MDMA).

Dewayne V. Wood, 62, confidential, Apopka, battery-touch or strike.

City of Apopka
CITY COUNCIL STAFF REPORT

Section: PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)
Item #: 3.
Meeting Date: March 6, 2024
Department: Community Development

SUBJECT:
Ordinance No. 3045 - First Reading - Quasi-Judicial - Change of Zoning -135 Hermit Smith Road

REQUEST:
Accept the first reading of Ordinance Number 3045 and hold it over for the second reading and adoption on March 20, 2024.

SUMMARY:
Owner(s): Marilyn S Boughan Trust
Applicant: Lowndes Law Firm c/o Logan Opsahl, Esq
Parcel Identification Number(s): 01-21-27-0000-00-029
Location: 135 Hermit Smith Road
Existing Future Land Use: Industrial (0.60 Floor Area Ratio (FAR) Maximum)
Proposed Future Land Use: N/A
Existing Use(s): Auto Repair Garage
Existing Zoning: T (Transitional) Zoning District
Tract Size: 7.23 +/- Acres

Direction	Future Land Use	Zoning	Present Use
North	Industrial	PD	Vacant Retention
East	Industrial	PD	Warehouse (Distribution)
South	Industrial	I-L / PD	Vacant Industrial / Warehouse (Distribution)
West	Industrial	RSF-1A / T	Vacant Residential / Wetland

PROJECT SUMMARY:
The subject property, which is approximately 7.23 acres in size, is located at 135 Hermit Smith Road and is currently used as an auto repair garage. The applicant is requesting the rezoning of the property to develop outdoor storage (as a principal use) and improve a modular metal building and carport. A contractor's proposed use of a repair garage and outdoor storage for construction equipment is a permitted use in the I-L zoning district with Special Exception per Land Development Code Table 4.2.2.C. Land Development Code. Land Development Code Section 10.3.1.G.4 defines a contractor's outdoor storage (as a principal use) as follows:

"Outdoor storage as a principal use is the keeping, in an unroofed area, of any goods, material, merchandise, or vehicles in the same place for more than 24 hours, where such storage is the principal use of a lot. This use does not include a junkyard or salvage yard or the display and storage of vehicles as part of an automobile, recreational vehicle, trailer, or truck sales or rental use."

The proposed I-L zoning district is compatible with the surrounding areas, as the property to the south has zoning designations of Industrial (vacant), and the property to the east and south has a zoning designation of PD that is currently used as a distribution warehouse for industrial use. The applicant has applied for a Special Exception for outdoor storage for their business. Per Land Development Code Section 2.5.1.G, Special Exceptions require Planning Commission approval.

Land Development Code Section 2.5.1.D.3 requires the Council to weigh the relevance of and consider whether and the extent to which the proposed amendment:

a. Is consistent with and furthers the goals, objectives and policies of the comprehensive plan and other adopted City plans;

- Applicant's response: The subject property is currently zoned T (Transitional District) base district without current zoning and intended to be amended to a different zoning district consistent with a Future Land Use ("FLU") designation plan pursuant to Section 3.2.4 of the Apopka Land Development Code (LDC) and pursuant to the goals, objective and policies of the comprehensive plan. The applicant is requesting that the Property be assigned to the I-L (Light Industrial) zoning district which provides for lands to accommodate a broad range of industrial uses in a place compatible with other similar uses and outdoor storage as a permitted accessory to the primary use. The Light Industrial zoning district is intended to provide land that accommodates light industrial operations and support development.
- Staff response: Staff has no objection.

b. Is in conflict with any provisions of the LDC;

- Applicant's response: The existing property, in its current condition, does meet the site development standards of the land development code under the existing Industrial future land use designation. In accordance with Apopka LDC Section 5.1.2, light industrial uses require space for processing, wholesale distribution, storage, and light manufacturing. The proposed rezoning would allow redevelopment of the Property in compliance with the I-L zoning district as defined in Land Development Code Section 3.5.3.
- Staff response: Staff has no objection.

c. Addresses a demonstrated community need;

- Applicant's response: The subject property is currently zoned T (Transitional District) base district, which is intended to be amended to a different zoning district consistent with a Future Land Use ("FLU") designation plan pursuant to Section 3.2.4 of the Apopka Land Development Code (LDC) and pursuant to the goals, objective and policies of the comprehensive plan. The proposed rezoning will allow continued use of the existing warehouse building and outdoor storage yard for equipment compliant with City code under the I-H zoning district. I-L would allow for outdoor storage of equipment and materials as an accessory use and maintenance of the equipment onsite. This use is compatible with existing and proposed uses surrounding the Property and is the appropriate zoning district for the land.
- Staff response: Staff has no objection.

d. Is required by changed conditions;

- Applicant's response: The Transitional zoning designation is intended for newly annexed property. The purpose of the Transitional district is to provide a base zoning district to accommodate lands that are annexed into the City without the concurrent adoption of another base zoning. The Land Development Code provides that lands within the transitional zoning district are intended to be amended at the appropriate time to a different zoning district that is consistent with the Future Land Use Map and the goals, objectives and policies of the Comprehensive Plan. The subject property has a future land use designation of Industrial and is surrounded on all sides by parcels with a future land use designation of Industrial. In accordance with the LDC and Comprehensive Plan, the subject property should be zoned to a zoning district that is consistent with the Industrial future land use designation. Currently, the property is used as a garage repair operation, which is supported by the Light Industrial (I-L) zoning designation and Industrial future land use classification. The new intended use of the property is an industrial warehouse operation with outdoor storage.
- Staff response: Staff has no objection.

e. Is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land;

- Applicant's response: The proposed Project is compatible with the character of the surrounding area, which is already built out for predominately industrial uses, as shown below. The surrounding area is already being utilized for industrial and outdoor storage uses.

- Staff response: Staff has no objection.

f. Would result in a logical and orderly development pattern;
- Applicant's response: The current use of the property includes a warehouse building used as a repair garage and outdoor storage of construction equipment. The proposed change from T (Traditional) zoning district to I-L (Light Industrial) would facilitate compliance and a continued development pattern of industrial uses in an area that is developed with similar industrial operations and would ensure keeping with such uses.
- Staff response: Staff has no objection.

g. Would not result in significant adverse impacts on the natural environment—including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment; and
- Applicant's response: The proposed use will not cause adverse impacts on the natural environment, including, but not limited to, water and air resources, stormwater management, wildlife, vegetation, wetlands, and natural functioning of the environment. In fact, the proposed equipment, vehicles, and building materials will reduce the amount of contamination of the existing garage operation that currently exists at the Property.
- Staff response: Staff has no objection.

h. Would result in development that is adequately served by public facilities (e.g., streets, potable water, sewerage, stormwater management, solid waste collection and disposal, schools, parks, police, and fire and emergency medical facilities).
- Applicant's response: The proposed use will not cause any additional burden on existing public facilities and services, including streets and other transportation facilities, schools, potable water facilities, sewage disposal, stormwater management, and police and fire protection facilities. The proposed rezoning would allow the use of the existing buildings and improvements to infrastructure at the property. No additional intensity of use is proposed from the historic uses of the Property.
- Staff response: Staff has no objection.

ORANGE COUNTY NOTIFICATION:
The JPA (Joint Planning Agreement) requires the City to notify the County 30 days before any public hearing or advisory board. The City notified Orange County on November 29, 2023.

PUBLIC HEARING SCHEDULE:
February 13, 2024 – Planning Commission (5:30 P.M.)
March 6, 2024 – City Council (1:30 P.M.), First Reading
March 20, 2024 – City Council (7:00 P.M.), Second Reading and Adoption

DULY ADVERTISED:
January 26, 2024 – Apopka Chief
January 29, 2024 – Mailed notices to adjacent property owners; Posters placed on the property

FUNDING SOURCE:
Not applicable.

RECOMMENDED MOTION:
Development Review Committee (DRC):
Recommends approval of the Change of Zoning from T (Transitional) to I-L (Light Industrial), finding the proposed change consistent with the Comprehensive Plan and Land Development Code, and compatible with the character of the surrounding areas, based on the findings and facts presented in the staff report and exhibits.

Planning Commission:
At its meeting on February 13, 2024, the Planning Commission found the proposed Change of Zoning from T (Transitional) to I-L (Light Industrial) consistent with the Comprehensive Plan and Land Development Code and compatible with the character of the surrounding areas and unanimously recommended approval of the proposed Change of Zoning, based on the findings and facts presented in the staff report and exhibits.

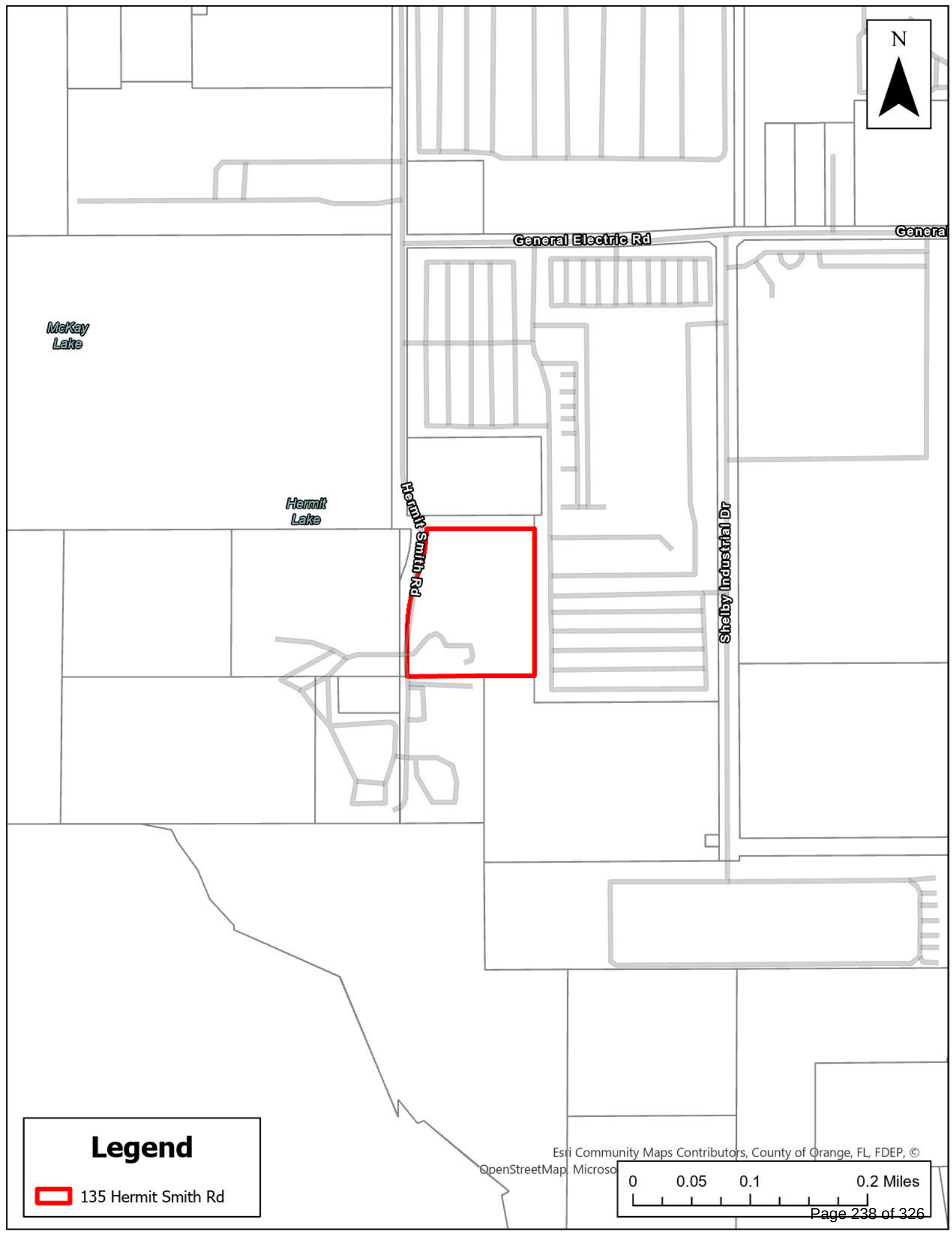
Recommended Motion – City Council:
Accept the first reading of Ordinance Number 3045 and hold it over for the second reading and adoption on March

20, 2024.

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

ATTACHMENTS:

1. Maps
2. Ordinance Number 3045 Rezoning
3. Ads 01-26-2024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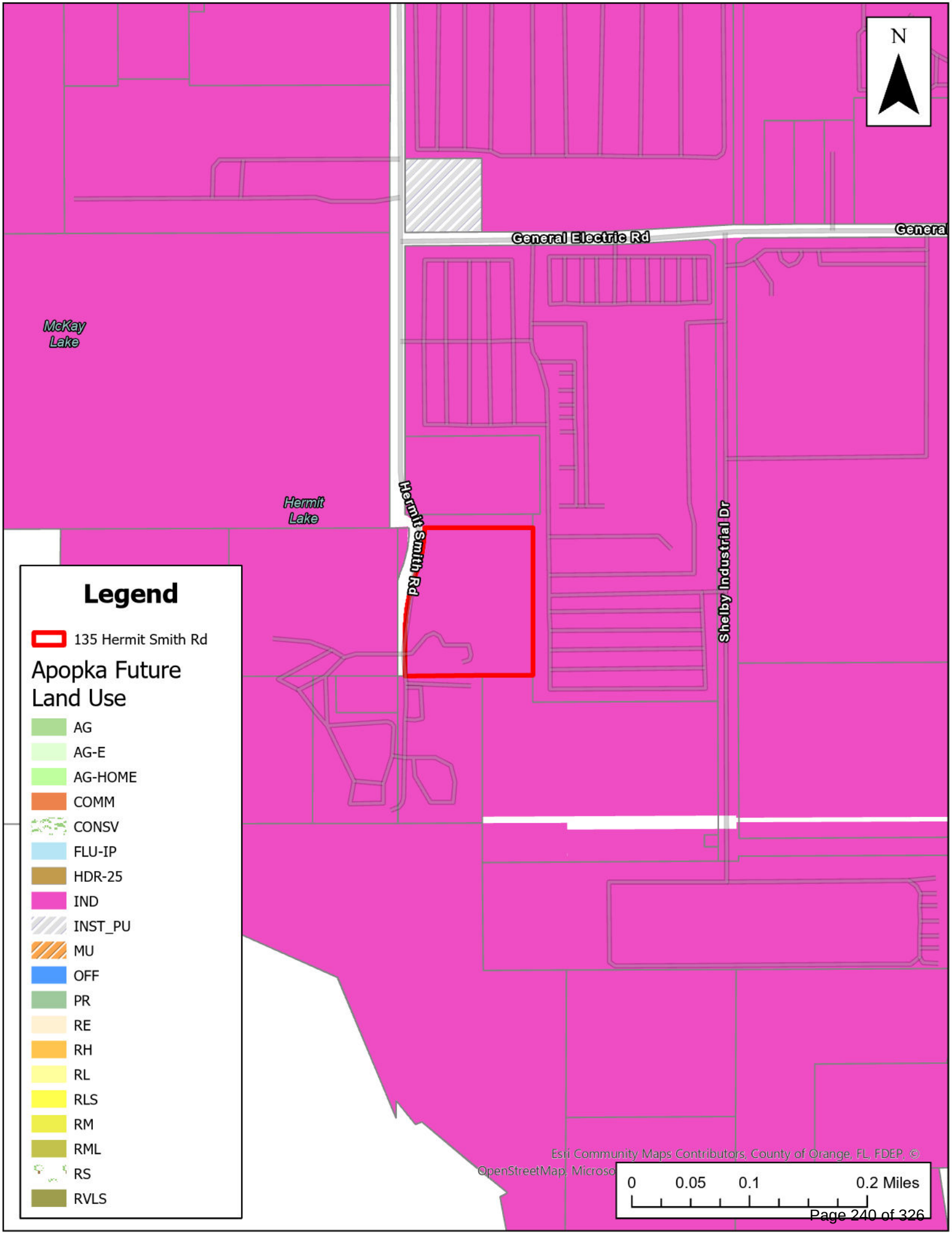
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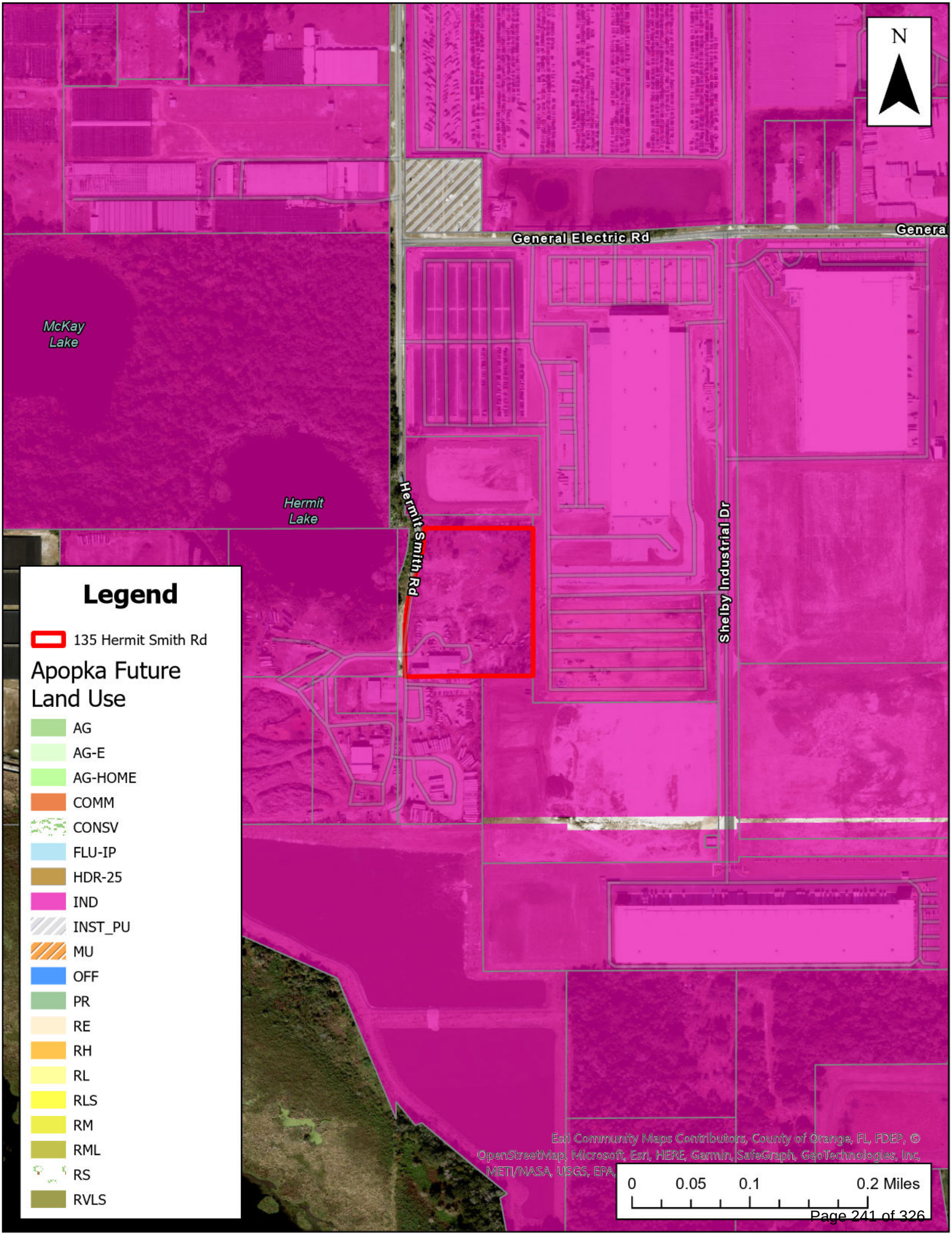
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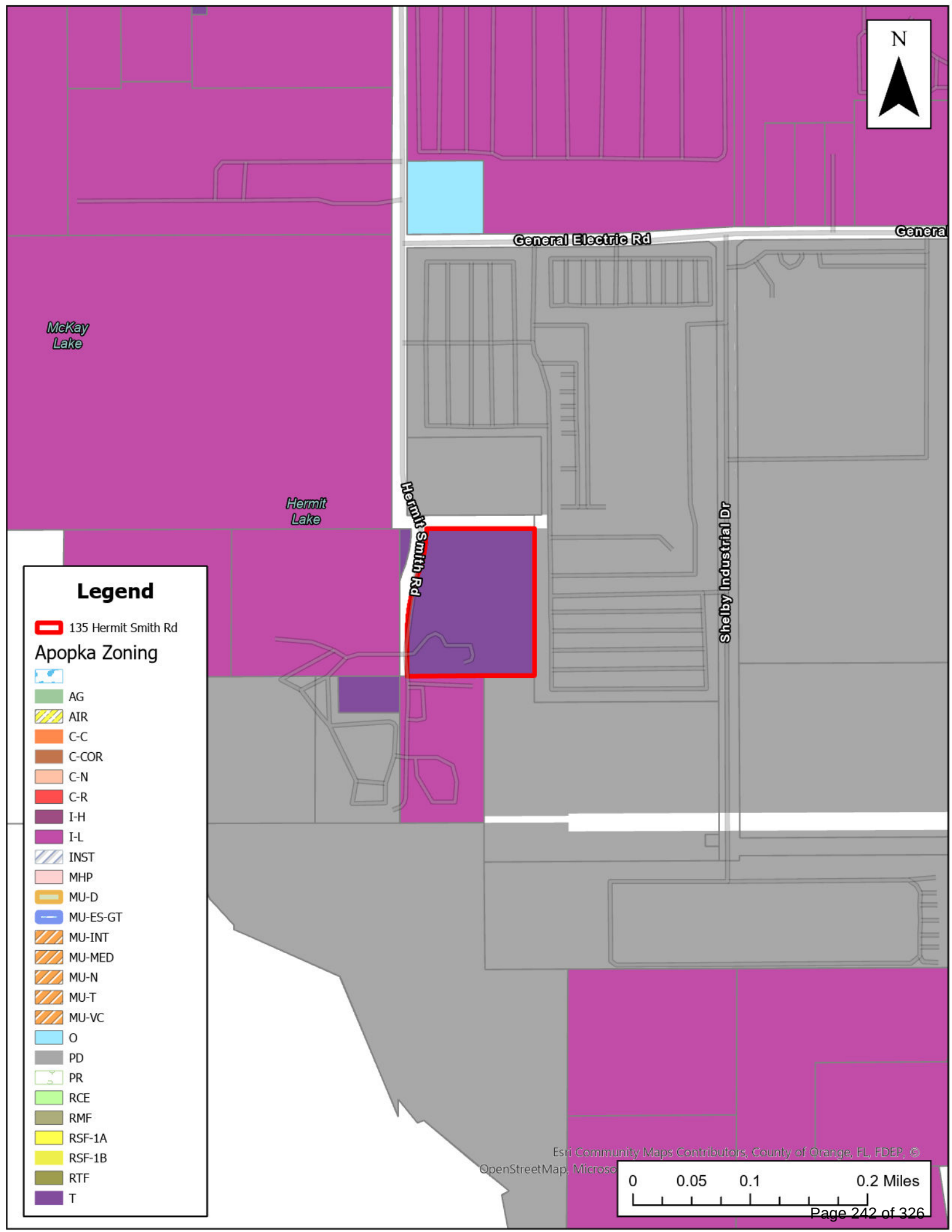
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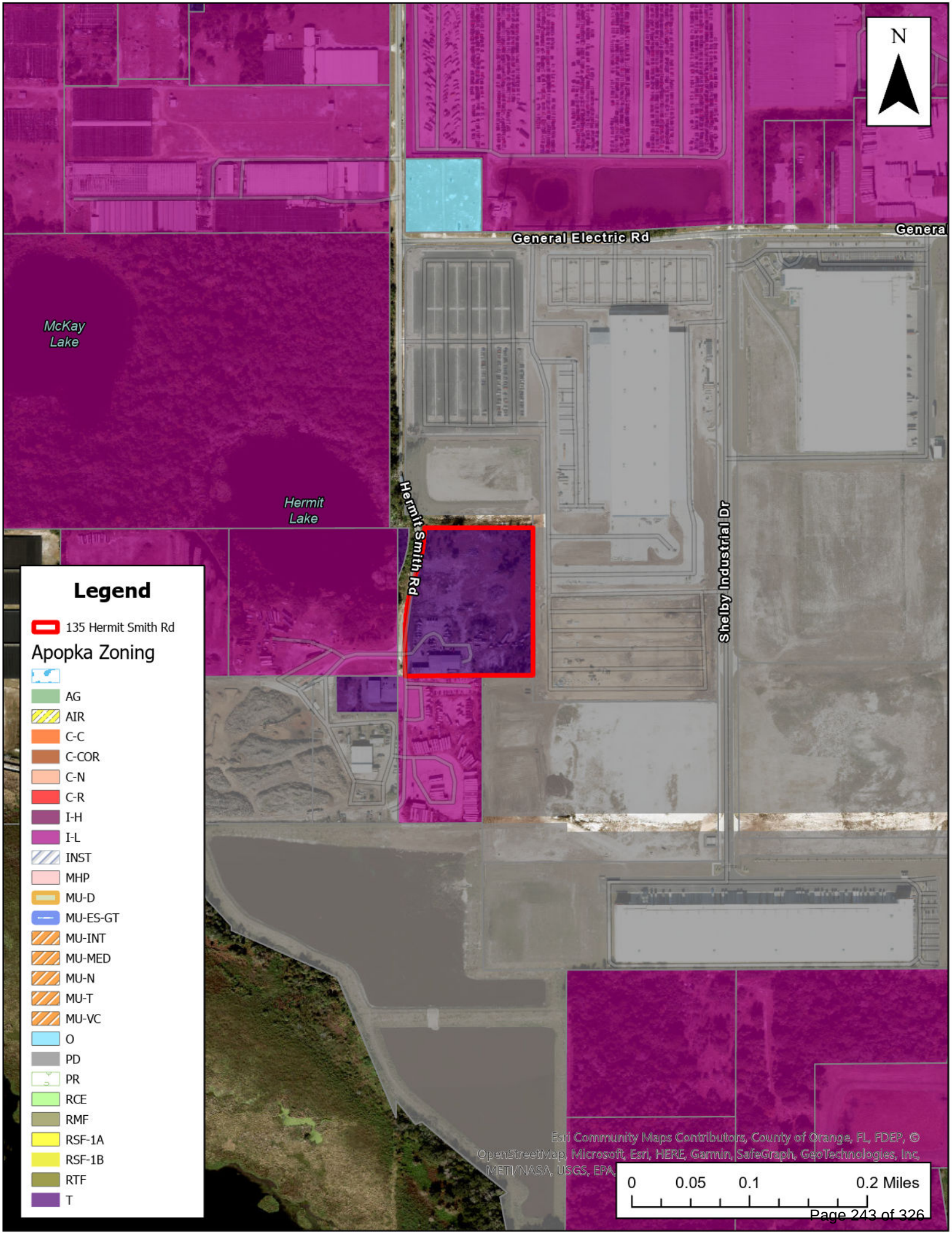
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ORDINANCE NO. 3045

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM T (TRANSITIONAL) TO I-L (LIGHT INDUSTRIAL), FOR CERTAIN REAL PROPERTY GENERALLY LOCATED AT 135 HERMIT SMITH ROAD; OWNED BY MARILYN S BOUGHAN TRUST COMPRISING 7.23 ACRES, MORE OR LESS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, to manage the growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

WHEREAS, Lowndes Law Firm c/o Logan Opsahl, Esq has requested a change in zoning on said property as identified in Section I of this ordinance; and

WHEREAS, the proposed I-L (Light Industrial) District zoning has been found to be consistent with the City of Apopka Comprehensive Plan, and the City of Apopka Land Development Code.

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

Section I. That the zoning classification of the property described in Exhibit A, being situated in the City of Apopka, Florida, is hereby I-L District, as defined in the Apopka Land Development Code, and with the following provision:

Section II. That the zoning classification is consistent with the Comprehensive Plan of the City of Apopka, Florida. The applicant shall obtain all approvals as required, if any, per the Orange County Charter and the Amended Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency.

Section III. That the Community Development Director, or the Director's designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Apopka, Florida, to include said designation.

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

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

Section VI. That this Ordinance shall take effect upon the date of adoption.

ADOPTED at a regular meeting of the City Council of the City of Apopka, Florida, this ____ day of_____, 2024.

READ FIRST TIME: March 6, 2024

READ SECOND TIME AND ADOPTED: March 20, 2024

ATTEST:

_____ _____

Susan Bone, City Clerk Bryan Nelson, Mayor

Approved as to form and legal sufficiency:

_____

Cliff Sheppard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: January 26, 2024

EXHIBIT "A"

Parcel Identification Number(s): 01-21-27-0000-00-029

Vote: Remember dates of election

Continued from page 2A

mit voter registration information online when you renew your driver's license online through the Florida Department of Highway Safety and Motor Vehicles' online renewal system. For more information, visit GoRenew.com; Tax collector's office that issues driver licenses or Florida identification cards; Voter registration agency. For more information about who these agencies are, visit the National Voter Registration Act (NVRA) webpage.

* By mail or in person.

If you need to update your information on your registration before any of the upcoming elections, head to RegistertoVoteFlorida.gov or reach out to your county Supervisor of Elections. In Orange County, the deadline to register for the March 19 elections is Tuesday February 20, which is 29 days before the local and PPP elections. Remember that Monday, February 19 is a national holiday and the OCSOE office is closed.

Florida's statewide primary is on Tuesday, Aug. 20, for the purpose of nominating party nominees to be voted for in the general election to fill a national, state, county, or district office.

A primary election is held 11 weeks before the general election.

The General Election is on Tuesday, Nov. 5. This election is open to all voters regardless of party affiliation.

Again, the dates to be aware of before the national general election on Tuesday, November 5, are: Tuesday, March 19 for the City of Apopka city commission seats 3 and 4, and the Republican PPP election, the statewide primary on Tuesday, August 20, and then the general election nation-wide on Tuesday, November 5.

CITY OF APOPKA
PUBLIC HEARING NOTICE
SPECIAL EXCEPTION

NOTICE is hereby given that **SARAH MAIER, Dewberry Engineers** has made an application, in accordance with Apopka Code of Ordinances, Part III, Land Development Code, Article II, Section 4.2.2.C to the City of Apopka Planning Commission for a **SPECIAL EXCEPTION TO ALLOW THE USE OF AN OUTDOOR STORAGE AS THE PRIMARY USE IN THE REGIONAL COMMERCIAL (C-R) ZONING DISTRICT.**

This application relates to the following described property located at 2301 Coral Hills Road:

Parcel Identification Number(s): 22-21-28-0000-00-068
Contains: 6.33 +/- acres

Notice is given that the **City of Apopka Planning Commission** will hold a public hearing to consider the Special Exception request at its scheduled meeting in the City Council Chambers of the Apopka City Hall on **Tuesday, February 13, 2024, beginning at 5:30 P.M.**, or as soon thereafter as possible.

Affected parties and the public may appear at the above listed hearing to speak. Please be advised that, under State law, if you decide to appeal a decision made with respect to this matter, you will need a record of the proceedings and may need to ensure that a verbatim record 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 (ADA), persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 120 East Main Street, Apopka, Florida 32703; Telephone: 407-703-1704, no less than 48 hours prior to the proceeding.

Apopka Planning Commission
Community Development Department

January 26, 2024

Publish: The Apopka Chief **175674**

Moore: Safety on roadways noted

Continued from page 2A

committed to remedying dark roadways in the county. The projected amount to be spent in District 2 to increase arterial street lighting is $4,514,200. While I'm excited, and I'm also a bit wary of the promised progress due to past delays and hold-ups I have experienced with Duke Energy.

Keep your fingers crossed these will all be completed over the next five years.

In priority order, street lighting projects include: AD Mims Rd, E Votaw Rd, E Welch Rd, N Park Ave, Sheeler Ave, Wurst Rd, McCormick Rd, Old Hwy 441, Ponkan Rd, Sadler Rd, W Highland Ave, Ocoee Apopka Rd, Old Dixie Hy, Round Lake Rd, W Highland Ave, Binion Rd, Hempel Ave, Jones Ave, N Rock Springs Rd, Plymouth Sorrento Rd, Lake Breeze Dr, Lake View Dr, Old Dixie Hy, Ondich Rd, Pembrook Dr, Shader Rd, W Keene Rd, W Orange Ave, and Warrior Rd.

As always, I'm committed to bringing transportation safety improvements to District 2. If you have any questions, please do not hesitate to call my office at 407.836.5850 or email to District2@ocfl.net.

Byrd: Awards have been earned

Continued from page 2A

the program has been a magnet they have won numerous regional, state and national awards. They have grown to nearly 400 students and multiple classrooms, including a fully stocked bakery, industrial teaching kitchen, and cafe.

They also cater multiple private events each year.

Over the last few years, they have celebrated many firsts, including:

*First culinary arts magnet in OCPS and largest in Central Florida with over 375 students

*The only Florida culinary school to win a Top 10 spot at the NASA HUNCH Culinary Challenge, not once, but TWICE; they won two back-to-back second-place national trophies each time!

*First Central Florida school to win first place in the state and earn the right to represent OCPS at the National ProStart Invitational in Washington, D.C.

*First Central Florida School to have an instructor honored with Florida Teacher of Excellence by the Florida Restaurant Association.

*ONLY Florida school to have an instructor honored with the National James Maynard Award for Excellence in Innovation by the National Restaurant Association

*First culinary school in the country to study, market/brand, and mass-produce coffee and chocolate; one of very few to make their own branded hot sauce – one so good a grocery store chain is in talks with Chef Bates to put it on their shelves.

And now, through a partnership with the Florida Dairy Council and Duke Energy, they have started the Mustang Creamery where they are developing delicious ice creams and cheeses. They are also beginning a pizzeria with the help of the Central Florida Hotel and Lodging Association, and Domino's Pizza.

Students in this program earn certifications that they can use in a kitchen right away or can build upon in other culinary programs after graduation. They earn numerous scholarships in competitions, as well.

Besides cooking skills, they learn management skills, inventory and sales, budgeting, service skills, and more.

The possibilities are endless as we keep setting our sites higher for this tremendous program. If your child might be interested in the culinary program, contact the school for a tour; and remember that magnet applications are due by February 15 for next year. Go to ocps.net for more information.

Hayden: Vote to return our strengths

Continued from page 2A

according to their observations (not ours). The next step is a classless society where everyone is equal and will put into the warehouse what they can provide and only take out what their immediate needs are.

People being people with their own ideas of what is needed is the very reason Communism will not work. A lot of people talk about a classless society, but they cannot show you one. I agree there are a multitude of people who would be satisfied with being bound up in a society where they would be taken care of, but they would have their needs met according to how well they benefit the warehouse and what they could offer for use of others.

Karl Marx stated, "Nothing can have value without being an object of utility." Meaning, if you do not produce, you are of no value, and therefor unnecessary.

Observe where we are today. The elites are buying their desires to be met by those who benefit from their donations to their electoral campaigns. Quid Pro Quo is not supposed to be utilized in our governmental decisions, but unfortunately where temptations arise, resolutions will fall. In the end, they who give the most, reap the most.

I am satisfied that most Americans are not willing to give up any more rights, and, even though the money collected seems to be the deciding factor, "We the People" have not spoken yet in our obligation to vote. I am trusting that those who have seen our rights trampled underfoot and our Constitution ignored will speak out with their vote.

Let us go back to being a smaller government that recognizes the people of the United States of America as its employers and not subjects. We need to hold those accountable who would consider their role as one that lords it over we their servants and sovereign overseers of our rights and privileges as Americans.

Remember the steps Karl Marx attributed to society. They are Slavery, Feudalism, Mercantilism, Capitalism, Socialism, and Communism.

Open your eyes. We are free people! We can return our nation to Americanism!

It is up to you and me to stand together and make our nation one of the most exceptional in the world again. Smile Americans – happiness looks gorgeous on you!!

Everybody has an opinion. Why not share yours?

Send a letter to the Editor online www.theapopkachief.com

Subscribe, Renew or Pay Online At TheApopkaChief.com

ALL ABOUT APOPKA

The Apopka Chief

Established 1923

(USPS 545-440)

The Apopka Chief is published every Friday and entered as Periodicals, postage paid at Apopka Post Office, under the Act of Congress of March 3, 1879. **The Apopka Chief** newspaper is published by Foliage Enterprises, Inc., every Friday at 400 North Park Avenue, Apopka, Fla., 32712-3417. An annual subscription is $25 in Orange County and $30 outside Orange County. Phone 407-886-2777. Postmaster: Send address changes to **The Apopka Chief**, P.O. Box 880, Apopka, Fla., 32704-0880.

The Apopka Chief is a consistent award-winning community weekly newspaper and a member of the Florida Press Association. The newspaper won the group's award as its best newspaper in 1982, 1987, and 1988, the only three-time winner. Letters to the editor are welcome, but must be signed and include a daytime telephone number, address,, or email address for verification. Management reserves the right to edit letters.

www.theapopkachief.com, news@theapopkachief.com

City of Apopka Telephone Numbers

City Hall407-703-1700
Mayor's Office407-703-1701
City Administrator407-703-1649
City Clerk407-703-1704
Community Devel.407-703-1712
Code Enforcement407-703-1738
Finance Dept.407-703-1725
Fire (non-emerg.)407-703-1756
Parks and Rec. Dept.407-703-1741
Police Chief407-703-1769
Police (non-emerg.)407-703-1771
Job Line407-703-1743
Solid Waste Collect.407-703-1731
Street Maintenance407-703-1731
Utility Billing407-703-1727
Medical, fire emergency911

The city of Apopka was chartered in 1882. It is located at 28'30 north latitude and is 150 feet above sea level. Its population is about 48,000 and its total area is more than 30 sq. mi. **www.apopka.net**

Orange County Telephone Numbers

Animal Services407-836-3111
Auto/Boat Tags850-617-2000
Building Dept.407-836-8550
County Mayor407-836-7370
County Commission407-836-7350
County Attorney407-836-7320
Clerk of the Court407-836-2065
Elections Supervisor407-836-2070
Fire/Rescue407-836-3111
Solid Waste407-836-6601
Garbage Collection407-703-1731
Health Dept.407-836-2600
Hunting/Fishing Lic888-347-4356
Parks and Rec. Dept.407-836-6200
Property Appraiser407-836-5044
Sheriff Administrative407-254-7000
Non-Emerg. Complaint407-836-4357
Utilities407-836-5515
All other departments407-836-3111
Medical, fire emergency911

www.orangecountyfl.net

Other Area Numbers of Note

U.S. Senators
Rick Scott (Rep.) 202-224-5274
Marco Rubio (Rep.)407-254-2573
U.S. Representative
Daniel Webster (Dist. 11)352-241-9220
State Representatives
Doug Bankson407-476-6787
Carolina Amesty (Dist. 45)unknown
State Senators
Geraldine Thompson (Dist.11) 407-297-2045
Orange County Commissioner
Christine Moore407-836-7350
Orange County Public Schools
Pupil assignment407-317-3233
Bus routes407-317-3800
Superintendent407-317-3200
School Board407-317-3200
Miscellaneous
*The Apopka Chief*407-886-2777
Museum of the Apopkans407-703-1707
Chamber of Commerce407-886-1441

2023: City Center hotel listed for sale, manor is part of deal

Continued from page 5A

Apopka, the museum is open by appointment only and Wednesday and Saturday, 8-11 a.m.

Veterans of Foreign Wars Post 10147 organized its Veterans Day ceremony featuring a keynote address by Retired Lt. Commander Joshua A. Andrews on Veterans Day, Saturday, November 11, at Kit Land Nelson Park in downtown Apopka. … Local barbecue restaurant Sonny's BBQ recognized the two police officers who helped deliver a baby last month after receiving a 911 call. … The Apopka City Council learned about a new program that would help revitalize the downtown area, promote the area, bring economic vitality, and enhance residents' quality of life. The cost to launch is estimated to be $205,000. … The Miss Apopka Scholarship Competition welcomes Miss Florida 2023 Juliette Valle to the community as she hosts the Miss Apopka Scholarship Competition on Saturday, December 2, at Apopka High School.

Taurus Investment Holdings has listed Hilton Garden Inn at the Apopka City Center for sale and added Highland Manor as part of a packaged deal at an undisclosed price. … The Rotary Club of Apopka and Renewal Church of Apopka donated 40 food bags and turkeys to Zellwood Elementary School on the morning of Thursday, November 15. … Seven qualities exemplify an exceptional leader, all which were eminent in Mayor John Land, said Pat Williams, co-founder of the NBA's Orlando Magic at the fifth annual John Land Apopka Community Trust Legacy Gala. … The Miss Apopka Organization welcomes seven delegates from around the greater Central Florida area to the competition, which will take place at the Apopka High School Auditorium, 555 W. Martin St., Apopka, on Saturday, December 2. … Apopka Mayor Bryan Nelson delivers the 2023 State of the City address on Friday, November 17, at the Apopka Community Center/VFW Building on South Central Avenue in Apopka.

December

The city of Apopka and the developer of the Apopka City Center Winn-Dixie are working out a plan so the city could extend the supermarket's temporary certificate of occupancy until February 1, 2024. … The grand marshal for the 47th annual Apopka Christmas Parade will be Roger Franklin Williams, local on-air radio personality and son of Apopka High School principal and educator Roger A. Williams, who served as Apopka Christmas Parade grand marshal in 2003. … The Apopka City Council voted 5-0 to authorize the mayor to sign a professional services agreement with a Maitland mentorship program for male youth. … A 76-year-old female pedestrian was killed after being struck by a car that an Apopka family was driving in Forest City, according to Florida Highway Patrol. … A record-breaking number of over 300 registrants from 18 states and one Canadian province are visiting Lake Apopka North Shore during the eighth annual North Shore Birding Festival.

The Apopka City Council adopted, 5-0, a resolution extending the Community Redevelopment Agency and its redevelopment plan an additional three years until January 1, 2027, with the option for another seven-year extension. … The Apopka Tree Lighting Ceremony took place on Friday, December 1, at Kit Land Nelson Park. The event included holiday music, photos with Santa, kids activities and meeting Santa and Mrs. Claus. … Reilly Cardella took home the crown as Miss Apopka 2024 among the six young women who competed for the title on Saturday, December 2, in the Apopka High School auditorium. … The Apopka Police Department supported local families in need during the holidays with the department's annual Shop With a Cop. It is running for 10 days — December 4-8 and December 11-15 — at the Apopka Super Walmart on South Orange Blossom Trail.

Orange County Public Schools will launch a pilot program this month in seven randomly selected schools to test the use of a walk-through weapons detection system during arrival. The pilot program begins this month with full implementation at Wekiva High School beginning Monday, December 18, according to an OCPS news release. … Between 2,000 and 3,000 people participated in the 47th annual Apopka Christmas Parade on Saturday, December 9, traversing approximately one mile on Park Avenue. … On Monday, December 11, the Florida Department of Education announced the release of the 2022-2023 school and district grades, with Orange County Public Schools earning a "B" grade on the new district grading scale. … The mother of the youth involved in a Pop Warner football practice shooting was arrested Thursday, December 7, on a charge of culpable negligence. … The Christmas concert "Hope Was Born" with Jonathan Cain, Hall of Fame songwriter and keyboardist from the rock band Journey, will premiere on Sunday, December 17, beginning at 6 p.m. at StoryLife Church, 505 E. McCormick Road, Apopka.

After debating what the next step would be in moving the annexation of South Apopka forward, the Council decided to come up with questions to put on a survey and submit to residents to get their opinion on annexing South Apopka. … Defying the inclement weather, the community held its Wreaths Across America Day on Saturday, December 16, at the Edgewood-Greenwood Cemetery. There, community members laid wreaths on veterans' graves. … Lake Apopka Natural Gas District) has appointed Brent Haywood, as the company's next chief executive officer and general manager, effective January 8, 2024. … Local businesses, entrepreneurs, and community leaders were honored for their community service, contributions to the community, and accomplishments at the 2023 annual Apopka Chamber Business Awards. … The seniors of the Apopka High School's Student Government Association visited Phillis Wheatley Elementary on Tuesday, December 19, to deliver presents to all the pre-K and kindergarten students as part of Dewey and Daisy's Holiday Wish.

Southeastern Grocers Inc., parent company and home of Fresco y Más, Harveys Supermarket and Winn-Dixie grocery stores, together with the SEG Gives Foundation, has donated more than $3,727,000 back into the community to support neighbors in need in 2023. … Trees and the grounds of Kit Land Nelson Park. located in downtown Apopka, have been aglow with holiday lights the entire month. The city had its tree lighting ceremony at the park on December 1. … The Apopka Police Department added two new officers to its police force on Monday, December 18. The officers took an oath to serve and protect when they were sworn-in at Apopka City Hall by Apopka Police Chief Michael McKinley. ... City Hall released its schedule of upcoming meetings in January 2024. All will take place at Apopka City Hall, 120 E. Main St., Apopka. Meetings are live streamed on the city's YouTube channel.

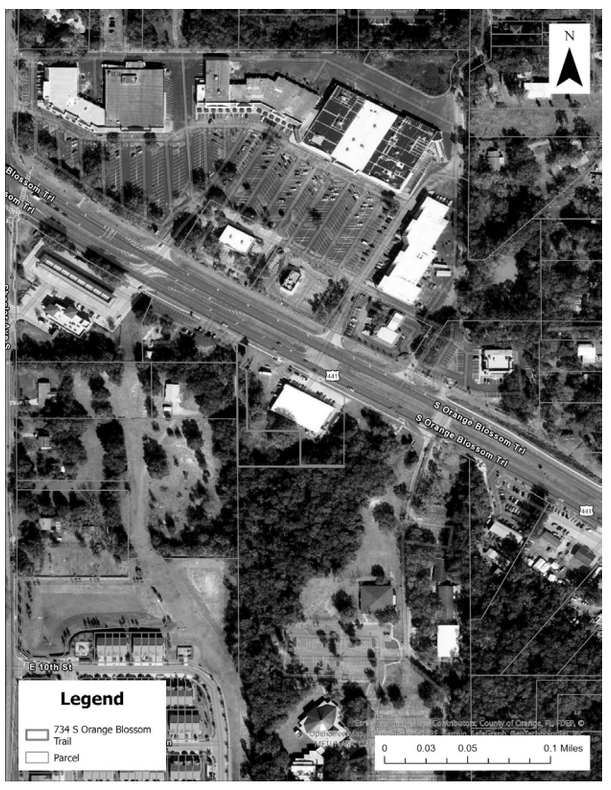
All public/legal notices
printed in
The Apopka Chief
are also loaded to
our website:
www.theapopkachief.com
as well as to the
state-wide
Florida Press
Association's website:
www.floridapublicnotices.com
Both Websites have
searchable capabilities.
The Apopka Chief,
legals@theapopkachief.com
407-886-2777

400 N. Park Ave., Apopka FL 32712

CITY OF APOPKA
PUBLIC HEARING NOTICE
CHANGE OF ZONING

NOTICE is hereby given pursuant to Secs. 163.3184 and 166.041(3)(a), Florida Statutes and the Apopka Code of Ordinances, Part III, Land Development Code, Article II, Section 2.4.7.B, that **Servants of God Ministries, Inc.** has made application relating to the following described property.

ORDINANCE NO. 3044
AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM T (TRANSITIONAL) TO C-C (COMMUNITY COMMERCIAL), FOR CERTAIN REAL PROPERTY LOCATED AT 734 S ORANGE BLOSSOM TRAIL; OWNED BY SERVANTS OF GOD MINISTRIES INC COMPRISING 0.65 ACRES, MORE OR LESS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.



Parcel Identification Number(s): 14-21-28-0000-00-005
Contains: 0.65 +/- Acres

Notice is given that the **City of Apopka Planning Commission** will hold a public hearing at its regularly scheduled meeting in the City Council Chambers of the Apopka City Hall, 120 E. Main Street, Apopka, Florida on **Tuesday, February 13, 2024 beginning at 5:30 P.M.**, or as soon thereafter as possible.

FURTHER NOTICE is given that a public hearing for Ordinance Number 3044 will be held by the **City of Apopka City Council** at its regularly scheduled meeting in the City Council Chambers of the Apopka City Hall, 120 E. Main Street, Apopka, Florida on **Wednesday, March 6, 2024 beginning at 1:30 P.M.**

Affected parties and the public may appear at the above listed hearings to speak. The proposed Rezoning Application can be inspected at the Apopka Community Development Department located at Apopka City Hall on weekdays between the hours of 8:00 a.m. and 4:30 p.m. City Hall address shown below. Please be advised that, under State law, if you decide to appeal a decision made with respect to this matter, you will need a record of the proceedings and may need to ensure that a verbatim record 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 (ADA), persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 120 East Main Street, Apopka FL 32703, Telephone: 407-703-1704, no less than 48 hours prior to the proceeding.

Apopka City Council
Apopka Planning Commission
January 26, 2024 Community Development Department

Publish: The Apopka Chief **175691**

Subscribe, Renew or Pay Online At TheApopkaChief.com

Mac: A graduate of FAMU

Continued from page 1B

to the field of competition. A lot of athletic scholarships have been offered to many of the athletes I have coached. There are just as many athletes who have gone onto successful careers in professional fields though. The athletes went on to earn college degrees, then made a successful career by continuing to carry the work ethic throughout their lives."

McMillian has also served as a part of Apopka High School wrestling's staff for over two decades.

Diversity is the hallmark of the careers chosen by the athletes coached by McMillian. McMillian listed police officer, firefighter, and serving in the military as a few of the career paths athletes that he once coached have taken. Careers without the structural ranks include education, law, and journalism.

Working the way up the ladder of success one rung at a time, but steadily in the chosen profession is the common factor among the careers chosen though.

Wrestling will always be thought of first and foremost when discussing McMillian's coaching career. The award is also specifically for the sport of wrestling. Nonetheless, McMillian influence has been in all sports.

"Coaching has been my passion and love for most of my life," McMillian said. "However, athletics provide an opportunity for athletes to earn their high school diploma and then a college degree. Earning academic degrees is the same kind of success as on the athletic field and at the end of competition. An educated person is set up for lifelong success and thus why earning degrees is important to me. I push my athletes to prioritize education as much as the athletics."

From an early age McMillian played sports and was an established as well as experienced athlete when entering high school. McMillian quickly developed a passion for the four mainstream (in Florida) sports of baseball, football, basketball, as well as track and field, being named MVP of several teams. However, McMillian saw football as the vehicle providing a ride to college and the end goal was playing in the NFL.

Then life cropped up with different plans for the defensive back.

Graduating from West Orange High School in 1979, McMillian never played a down of football at the collegiate level. McMillian attended college and pursued a bachelor's degree on an athletic scholarship---in track and field instead of football. During 1985, McMillian graduated from Florida A&M with a Bachelor's degree in Education and certification for the specific discipline of physical education.

While football scholarships were offered to McMillian, track and field coaches did so first. Within hours of placing second in the 300-meter hurdles at the state championship meet during 1979, McMillian was offered the scholarship by FAMU coaches. So when the football scholarships did come, McMillian had already gone through the process of changing gears. A second change of gears just didn't match the value of staying the course McMillian had already decided to pursue.

Furthermore, part of changing gears was giving up summers spent at football practices and an opportunity to earn much-needed income.

The decision to pursue competing in track and field was also fueled by the FAMU coaches' strong pursuit of signing McMillian and the subsequent close relationship which developed. Head coach Bobby Lang took the same path as a coach. The uncle of former Wekiva High School football coach Kenard Lang, not only had Bobby Lang switched the sports coaching. Lang and McMillian were deciding which sports to participate in at the same time.

Baseball came into the picture when the U.S. boycotted the 1980 Olympics (in Moscow). McMillian was stripped of the opportunity to at least try-out for the biggest internation-

See MAC Page 4B

No fishing or swimming on Lake Monroe, due to sewage

Jim Keck
Goin' Fishin'

Hello Folks,

I hope y'all had a great week. We have been havin' some up-and-down weather lately, and that has kinda put a damper on the fishin'.

When the weather is good-to-fair, folks have been gettin' on the water and catchin' a few fish. I know the specks are still bitin', but Lake Monroe is out of the picture. There was a gear break, and 5 million gallons of partially treated human sewage was dumped into Lake Monroe. There are signs all around the lake warnin' folks to not swim or fish the lake. They want folks to stay out of the water until the water samples show it's safe for folks to go back on the lake.

You can fish the upper St. Johns River, say around Palatka or North of there, or fish in the SJR south of Lake Monroe. The St. Johns River runs North startin' at the headwaters of Blue Cypress Lake, and empties into the Atlantic Ocean east of Jacksonville.

You can always fish other chains in our area for specks, too. The bass fishin' has been good one day and a little slow the next day.

There was an MLF Phoenix Bass Fishing League tournament held on the Harris Chain over the weekend. Congrats to Laramy Strickland on his win this past Saturday. Laramy weighed in 5 bass that hit the scales at 20 pounds-1 ounce. He beat Sean Wieda by 1 ounce for the win. Laramy won $4,806 dollars for his win.

The Harris Chain was busy due to the 115 boat-field that fished the chain. The biggest bass caught durin' the tournament was caught by Tyler Sheppard of Yulee. Tyler's big bass weighed in at 9 pounds-4 ounces, and earned him the Berkley Big Bass Boater award of $725 dollars. Congrats to James Brooks of Inverness. James won the Strike King co-angler's side of the tournament. James' 5 bass hit the scales at 15 pounds-15 ounces. James earned $2,403 dollars for his win. So, there were some nice stringers of bass bein' caught durin' the tournament, even though there were a lot of boats on the chain.

I wanted to congratulate all the folks that live in the Fishing Capital of the World, i.e. the Great State of Florida. Governor Ron DeSantis launched a three-month Great Outdoors initiative on October 14, 2023. That initiative ran until January 13, 2024. This initiative was providing a 50-percent discount on Gold Sportsman huntin' and fishin' licenses and Annual State Park Passes. The governor wanted to get folks outdoors to go fishin' or huntin', and he wanted folks to explore Florida's natural resources by traveling around our great state.

Do you know that more than 75,000 Gold Sportsman licenses were sold which totaled $24 million in revenue for the state. Also, there were 55,000 state park passes sold that generated $2.86 million dollars. The one I like is the fact that there were 23,000 huntin' and fishin' licenses purchased durin' that time, and those folks were first-time license holders. So, I just wanted to say thanks to the Governor and the folks that took advantage of the discount.

It was great to see the interest folks showed in gettin' out in the Florida Outdoors, and enjoyin' what Florida has to offer.

Well, that's it for this week. I hope to see you on the water. See ya next week.

Tip of the week: Get outdoors!

Save a few and good luck.

CITY OF APOPKA
PUBLIC HEARING NOTICE
CHANGE OF ZONING

NOTICE is hereby given pursuant to Secs. 163.3184 and 166.041(3)(a), Florida Statutes and the Apopka Code of Ordinances, Part III, Land Development Code, Article II, Section 2.4.7.B, that **Lowndes Law Firm c/o Logan Opsahl, Esq.** has made application relating to the following described property.

ORDINANCE NO. 3045

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM T (TRANSITIONAL) TO I-L (LIGHT INDUSTRIAL), FOR CERTAIN REAL PROPERTY LOCATED AT 135 HERMIT SMITH ROAD; OWNED BY MARILYN S BOUGHAN TRUST COMPRISING 7.23 ACRES, MORE OR LESS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Parcel Identification Number(s): 01-21-27-0000-00-029
Contains: 7.23 +/- Acres

Notice is given that the **City of Apopka Planning Commission** will hold a public hearing at its regularly scheduled meeting in the City Council Chambers of the Apopka City Hall, 120 E. Main Street, Apopka, Florida on **Tuesday, February 13, 2024 beginning at 5:30 P.M.**, or as soon thereafter as possible.

FURTHER NOTICE is given that a public hearing for Ordinance Number 3045 will be held by the **City of Apopka City Council** at its regularly scheduled meeting in the City Council Chambers of the Apopka City Hall, 120 E. Main Street, Apopka, Florida on **Wednesday, March 6, 2024 beginning at 1:30 P.M.**

Affected parties and the public may appear at the above listed hearings to speak. The proposed Rezoning Application can be inspected at the Apopka Community Development Department located at Apopka City Hall on weekdays between the hours of 8:00 a.m. and 4:30 p.m. City Hall address shown below. Please be advised that, under State law, if you decide to appeal a decision made with respect to this matter, you will need a record of the proceedings and may need to ensure that a verbatim record 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 (ADA), persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 120 East Main Street, Apopka FL 32703, Telephone: 407-703-1704, no less than 48 hours prior to the proceeding.

Apopka City Council
Apopka Planning Commission
Community Development Department

January 26, 2024

Publish: The Apopka Chief **175692**

Police Beat

If a law enforcement agency charges you with a crime and this paper reports that information, please notify us within 90 days if the charge is dropped, or if you are found not guilty by the court. After verifying the information, we will be happy to publish it. Please send notification to *The Apopka Chief,* P.O. Box 880, Apopka, 32704-0880.

In the period from January 14-20, the Apopka Police Department received 1,612 calls for service, responded to 24 crashes, issued 65 citations, and made 21 arrests. Juvenile was charged with carrying concealed weapon-unlawful carry of concealed firearm.

The following adults were arrested and charged:

Donald Cornelius Baker, 71, 537 W. Ella J Gilmore St., Apopka, moving traffic violation-driving while license suspended revocation equivalent status 3rd subsequent violation; moving traffic violation-reckless driving 1st offense.

Sakeinah Alisha Burgess, 32, transient, Apopka, possession of cocaine; drugs-possession of a controlled substance.

Heriberto Joselito Echeverria-Ramirez, 25, 469 Breezeway Dr., Apopka, moving traffic violation-operate motor vehicle without valid license.

David Michael Frisby, 37, 603 Bidwell St., Fruitland Park, burglary with assault or battery; resist officer with violence; damage property-criminal mischief over $200 under $1,000; battery on specified personnel; simple assault-intent threat to do violence; burglary-dwelling/structure cause damage $1,000+; burglary-travel commit F1 burglary outside county residence; damage property-criminal mischief $1,000 or more.

Alyssa Nicole Ganaway, 27, 639 W. Central Blvd., Orlando, drugs-possession of controlled substance without prescription.

Ladarren Griggs, 40, 1501 Marden Meadows Ct., Apopka, failure to appear.

Julian Richard Guerrero, 31, 2923 Cedar Crest Dr., Apopka, DUI-unlawful blood alcohol, DUI-influence of alcohol or drugs.

Twananthony Lanone Hodge, 48, 325 E. 15th St., Apopka, drugs-possession of controlled substance without prescription (meth).

Ronald Dee Hurt, 60, 41 Dora Dr., Tavares, drugs-possession of controlled substance without prescription.

Sebastian Icalmuz, 20, 904 Lake Drive, Apopka, moving traffic violation-operate motor vehicle without valid license.

Bernard Anthony Jeanty, 51, 25224 Ironwedge Dr., Sorrento, hit and run-failure to stop, remain at crash involving injury other than serious bodily injury.

Yon Gilber Monasterio-Cuellar, 47, 1321 Fettler Way, Winter Garden, burglary with assault or battery.

Brandon Kyle Mosley, 36, confidential, Orlando, battery-touch or strike.

Marlyna Alana Oyola, 26, 1113 Bardwell Ct., Apopka, drugs-possession of controlled substance without prescription; moving traffic violation-driving with suspended revoked license.

Jesus Guadalupe Reyes, 43, 1154 S. Lake Ave., Apopka, drug equipment-possession and/or use; drugs-possession of controlled substance without prescription (Vyvanse 60mg); heroin-possession with intent to sell manufacture or deliver schedule I; possession of weapon or ammo by convicted United States felon; resist officer-obstruction without violence.

Anthony Dwayne Sangster, 56, transient, Apopka, drug equipment-possession and/or use; drugs-possession methamphetamine within 1000 ft specified area; resist officer-obstruction without violence.

James Roosevelt Seay, 52, 1571 Clarcona Road, Apopka, damage property-criminal mischief $1,000 or more; larceny/grand theft-$750 less than $5,000; larceny-petit theft merchandise farm transit 2+ prior conviction.

Chatara Cherrell Thomas, 37, 121 E. 15th St., Apopka, larceny-other theft.

Eugene Turner, 44, confidential, Apopka, burglary of occupied dwelling unarmed; damage property-criminal mischief $1,000 or more; stalking, following, harassing, cyberstalk another; trespassing-trespass occupied structure or conveyance.

Benjamin Lee Williams, 33, 3328 Dew Berry Ave., Apopka, drugs-possession of controlled substance without prescription (MDMA).

Dewayne V. Wood, 62, confidential, Apopka, battery-touch or strike.

City of Apopka
CITY COUNCIL STAFF REPORT

Section: PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)
Item #: 4.
Meeting Date: March 6, 2024
Department: Community Development

SUBJECT:
Ordinance No. 3046 - First Reading - Annexation - 2518 Haas Road

REQUEST:
Accept Ordinance Number 3046 and hold it over for second reading and adoption on March 20, 2024.

SUMMARY:
ZONING REPORT:
This chart includes the relationships to adjacent properties:

Direction	Future Land Use	Zoning	Present Use
North	Low Density Suburban Residential	RSF-1B	Rock Springs Estates subdivision
South	Low Density Suburban Residential	RSF-1B	Rock Springs Estates subdivision
East	County Low Density	County A-2	Residential and agricultural buildings
West	Low Density Residential	RMF	Errol Estate drainage/retention tract

The subject property is contiguous to the City limits on the east across McGuire Road, and therefore, is eligible for annexation pursuant to Florida Statute 171.044. The proposed annexation shall be on the basis of the existing County Future Land Use and Zoning Designations. Assignment of a City Future Land Use and Zoning designation will occur at a later date, and through action by the City Council. The intent of the applicant is to annex the property into the City of Apopka to develop a 4 lot residential subdivision.

ORANGE COUNTY NOTIFICATION:
The JPA (Joint Planning Agreement) requires the City to notify the County before any public hearing or advisory board. The City notified Orange County on February 5, 2024.

PUBLIC HEARING SCHEDULE:
March 6, 2024 – City Council (1:30 P.M.) – First Reading
March 20, 2024 – City Council (1:30 P.M.) – Second Reading and Adoption

DULY ADVERTISED:
February 23, 2024 – Apopka Chief
March 1, 2024 – Apopka Chief

DEVELOPMENT REVIEW COMMITTEE:
Recommends approval of the annexation of the property located at 2518 Haas Road.

FUNDING SOURCE:
Not applicable

RECOMMENDED MOTION:
Accept First Reading of Ordinance No. 3046 and hold it over for Second Reading and Adoption on March 20, 2024.

ATTACHMENTS:
1. Map series
2. Ordinance No. 3046
3. apopka-city-ordinance-feb-23

N
Boch Rd
Boch Rd
39
429
429
Haas Rd
Haas Rd
McGuire Rd
Rainbow Ridge
2518 HAAS RD
Apopka City Limits
Parcel
Esri Community Maps Contributors, County of Orange, FL, FDEP, ©
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Haas Rd
Haas Rd
McGuire Rd
Rainbow Ridge
2518 HAAS RD
Apopka City Limits
Parcel
Esri Community Maps Contributors, County of Orange, FL, FDEP, ©
OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies,
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Apopka Future Land Use
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ORDINANCE NO. 3046

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY INVESTMENTS ALLIANCE, LLC; LOCATED AT 2518 HAAS ROAD, COMPRISING 4.17 ACRES, MORE OR LESS; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Investments Alliance, LLC, owner thereof, has petitioned the City Council of the City of Apopka, Florida, to annex the property located at 2518 Haas Road; and

WHEREAS, Section 171.044, Florida Statutes, provides that the City may annex property into its corporate limits upon voluntary petition of its owners, by passing and adopting an ordinance to annex said property at a regular meeting; and

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

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

SECTION I: That the following property, described to wit:

BEGIN AT THE NE CORNER OF NE 1/4 OF NW 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 28 EAST, RUN THENCE SOUTH 1326.1 FEET, THENCE WEST 170 FEET, THENCE NORTH 1326.1 FEET, THENCE EAST 170 FEET TO THE POINT OF BEGINNING, CONTAINING 5 ACRES MORE OR LESS. LESS THE NORTH 30 FEET AND EAST 30 FEET FOR ROAD.

CONTAINING 4.17 ACRES MORE OR LESS.

being compact and contiguous to the City of Apopka, and being situated in Orange County, Florida, totaling **4.17 +/- acres** (Graphically depicted by the attached Exhibit A), is hereby annexed into the City of Apopka, Florida, pursuant to the voluntary annexation provisions of Section 171.044, Florida Statutes.

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

SECTION III: That the City Council will designate the land use classification and zoning

category of these annexed lands in accordance with applicable City ordinances and State laws.

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

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

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

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

READ FIRST TIME: _____

READ SECOND TIME
AND ADOPTED: _____

_____
Bryan Nelson, Mayor

ATTEST:

_____
Susan M. Bone, City Clerk

APPROVED as to form and legality

_____
Cliff Shepard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: February 23, 2024 and March 1, 2024

65 **EXHIBIT "A"**
66

Hayden: We each make nation strong

Continued from page 2A

to laugh, love, sing, and be an encourager of people. I want people to see the joy of living in a free nation in my actions, and in my lifestyle. Is our nation perfect? Not by a long shot, but we can influence change by being what we know to be right, doing what needs to be done, and not bowing to the god of popular demand.

I want to be ME, not who someone else thinks I should be. As Americans, we have always celebrated our own sovereignty and our willingness to recognize other people's sovereignty, working together to accomplish what the rest of the world struggles with. We join ourselves together as different people with a common goal and that allows our differences to work forming a nation of strength, compassion, freedom, and liberties that are GOD given and protected by our Constitution.

We need to awaken the "sleeping giant," not for conflict outside our shores, but for the conflict that is vying for the very soul of our nation. Our nation is so great that even those who hate her will not leave! I love America and Americans.

I hate to keep harping on the message of standing up for America, but we can make our nation beautiful, prosperous, respected, and proud again just by being Americans, and that includes going about our daily lives promoting one another, encouraging one another, and being a friend to all by celebrating the fact of our unity in diversity.

E Pluribus Unum.

CORRECTION:

Unintentional errors were published in *The Apopka Chief* on Friday, February 16, in the Letter to the Editor. The spelling correction is for Nadia Anderson, who is running for Seat 3. Darryl Richardson is also running for Seat 3, not Seat 4 as published. Nick Nesta is running as an incumbent for Seat 4 not as an incumbent for Seat 3 as published. Eric Mock is also running for Seat 4.

We apologize for any inconvenience our errors may have caused.

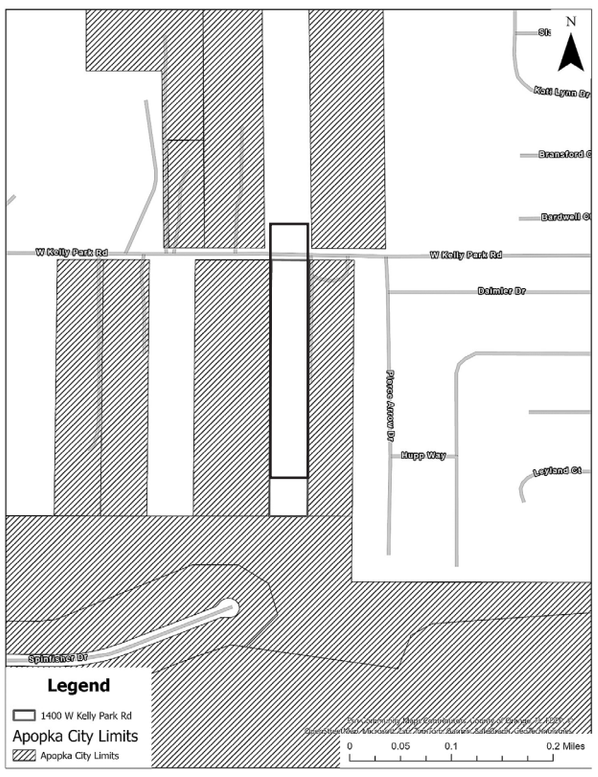
John E. Ricketson, Publisher

PUBLIC HEARING NOTICE ANNEXATION CITY OF APOPKA

NOTICE is hereby given pursuant to Florida Statutes 171.044, the Apopka Code of Ordinances, Part III, Land Development Code, Article II, Section 2.5.1.A, that **Jose Chaves** has made an application to the City of Apopka City Council for an **ANNEXATION** of a property located at 1400 W Kelly Park Road. This application relates to the following described property:

ORDINANCE NO. 3043

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY MICHAEL A GENTLES; LOCATED at 1400 W KELLY PARK ROAD, COMPRISING 5.06 ACRES, MORE OR LESS; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.



Parcel Identification Number(s): 17-20-28-0000-00-008
Contains: 5.06 +/- acres

NOTICE is given that public hearings for **Ordinance No. 3043** will be held by the **City of Apopka City Council** at its regularly scheduled meetings in the City Council Chambers of the Apopka City Hall, 120 E. Main Street, Apopka, Florida on **Wednesday, March 6, 2024 beginning at 1:30 P.M** AND **Wednesday, March 20, 2024 at 7:00 P.M.**

Affected parties and the public may appear at the above listed hearings to speak. The proposed Annexation can be inspected at the Apopka Community Development Department located at Apopka City Hall on weekdays between the hours of 8:00 a.m. and 4:30 p.m. City Hall address shown below. Please be advised that, under State law, if you decide to appeal a decision made with respect to this matter, you will need a record of the proceedings and may need to ensure that a verbatim record 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 (ADA), persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 120 East Main Street, Apopka FL 32703, Telephone: 407-703-1704, no less than 48 hours prior to the proceeding.

Apopka City Council
Apopka Planning Commission
Community Development Department

February 23, 2024

Publish: The Apopka Chief **175852**

Moore: Expense is biggest problem

Continued from page 2A

among 1- to 24-year-olds. The effort included housing, educational support, career training, and mental and physical healthcare. They also coordinated shelter and transportation during freeze warnings and distributed cooling supplies during the record-breaking summer heat. 99 percent of their funding goes to help people get stable housing.

Many of you have been reading about a bill in the state legislature to force municipalities without any funding to create homeless camps. This "book report" will discuss this method of dealing with homeless persons and make recommendations for more productive strategies.

In "A Tale of Two Tent Cities," the authors state, "Local governments have essentially three choices in responding to the presence of homeless encampments:"

1) They can adopt a law enforcement approach forcing individuals to move their camps on pain of arrest for trespassing.

This method does not solve the problem of people without homes, and a recent court decision limits the ability of government to pursue it unless there is adequate space in a shelter. We have read about this in the case of Altamonte Springs.

2) A municipality can adopt an "out-of-sight, out-of-mind" approach, designating a specified area where homeless individuals are permitted to camp. The article delineates several examples of this from Gainesville. The camps can be a petri dish for crime, drug abuse, sexual abuse, and more. The cost of law enforcement's daily trips to referee are also substantial. This is the process the legislature is currently proposing.

3) The third choice is a housing engagement approach designed to get people out of homelessness and into housing. It substantially reduces the hidden costs of tent cities, encampments, and promotes a pro-social, well-regulated environment. However, it takes a truly organized and committed local government.

If I can find the time to write more about the Gainesville camps examples, I will. I currently believe we need to fund the capital costs for a shelter replete with the HSN management systems and require the three new approved affordable housing projects in northwest Orange County to rent to a number of these homeless. If the municipality begins to take in more than their fair share from nearby counties and jurisdictions, they can always resort to option number one. I do believe we can manage to find some affordable housing options for homeless persons. Most of the homeless persons have some sort of funding, albeit Medicaid, Medicare, or Disability and can pay some amount of rent.

I'm terribly concerned when we see one-third of the homeless in our area being women with young children. The cost of doing nothing is too great, and with the state legislature knocking at our door to establish "camps," building a shelter and finding housing options sure seems superior.

I would love to hear your thoughts.

Byrd: Explore careers and schools

Continued from page 2A

spective and decided to go to Tallahassee anyway and start at Tallahassee Community College and then transfer to FSU.

She spent a year at TCC finishing her AA and is now a student at FSU pursuing a double major and when she gets those degrees from FSU, nowhere on it will it say she started at a state college. In fact, she was glad she started there because she had smaller classes and her professors were very accessible to her. She had a great transition to college by going this route after all.

Our local state schools like Seminole State and Valencia are fantastic schools. These are great places for our young people to start before heading to a large university environment. As adults, we have to make it okay and not only celebrate those big school acceptances, but celebrate kids that make the best decision for their own situation.

I would also strongly encourage parents and students to remember that you only have one childhood and it's important to keep balance as we work towards our goals. So many times I see high school kids that are literally making themselves sick working on achieving 4.5+ GPAs, being involved in club/sport practice every night, putting in hours of homework after that and having no free time to enjoy being a kid. I'm seeing more and more kids sick, suffering from panic attacks, and not socializing with friends at all.

It's time for us to reevaluate how we want our kids to live and it's time for us to reevaluate the message we are sending our young people. Let's not only tell them that it is more than okay to start post-secondary education at a state college but that it is actually a great way to start.

Let's expose them to all the great careers out there that don't require a four-year degree that they can begin training for while they are in high school through Orange Technical College. Careers like hospitality, culinary, human services, veterinary technician, nursing, construction trades and many more. Many of these programs students can dual enroll for while in high school and OCPS will bus the students from the high school to the technical college and many of them can be taken at the high school.

I come from a home with a father who was a general contractor. He had no college degree but owned a very successful building construction company in Orlando for many years. He built us a beautiful home and was able to send his children to college debt free with this career. I'm a big believer that a four-year university is not the only way to success.

Let's continue to spread this message to our kids, let's let them be kids, and let's celebrate every child who has a goal and finds the path that is right for them to achieve that goal. Congratulations to all the seniors who have set a goal for their future and are ready to make the next step towards that goal, no matter what that next step is!

Everybody has an opinion. Why not share yours?

Send a letter to the Editor online
www.theapopkachief.com

ALL ABOUT APOPKA

The Apopka Chief
Established 1923
(USPS 545-440)

The Apopka Chief is published every Friday and entered as Periodicals, postage paid at Apopka Post Office, under the Act of Congress of March 3, 1879. The Apopka Chief newspaper is published by Foliage Enterprises, Inc., every Friday at 400 North Park Avenue, Apopka, Fla., 32712-3417. An annual subscription is $25 in Orange County and $30 outside Orange County. Phone 407-886-2777. Postmaster: Send address changes to The Apopka Chief, P.O. Box 880, Apopka, Fla., 32704-0880.

The Apopka Chief is a consistent award-winning community weekly newspaper and a member of the Florida Press Association. The newspaper won the group's award as its best newspaper in 1982, 1987, and 1988, the only three-time winner. Letters to the editor are welcome, but must be signed and include a daytime telephone number, address,, or email address for verification. Management reserves the right to edit letters.

www.theapopkachief.com, news@theapopkachief.com

City of Apopka Telephone Numbers

City Hall407-703-1700
Mayor's Office407-703-1701
City Administrator407-703-1649
City Clerk407-703-1704
Community Devel.407-703-1712
Code Enforcement407-703-1738
Finance Dept.407-703-1725
Fire (non-emerg.)407-703-1756
Parks and Rec. Dept.407-703-1741
Police Chief407-703-1769
Police (non-emerg.)407-703-1771
Job Line407-703-1743
Solid Waste Collect.407-703-1731
Street Maintenance407-703-1731
Utility Billing407-703-1727
Medical, fire emergency911

The city of Apopka was chartered in 1882. It is located at 28'30 north latitude and is 150 feet above sea level. Its population is about 48,000 and its total area is more than 30 sq. mi. **www.apopka.net**

Orange County Telephone Numbers

Animal Services407-836-3111
Auto/Boat Tags850-617-2000
Building Dept.407-836-8550
County Mayor407-836-7370
County Commission407-836-7350
County Attorney407-836-7320
Clerk of the Court407-836-2065
Elections Supervisor407-836-2070
Fire/Rescue407-836-3111
Solid Waste407-836-6601
Garbage Collection407-703-1731
Health Dept.407-836-2600
Hunting/Fishing Lic888-347-4356
Parks and Rec. Dept.407-836-6200
Property Appraiser407-836-5044
Sheriff Administrative407-254-7000
Non-Emerg. Complaint407-836-4357
Utilities407-836-5515
All other departments407-836-3111
Medical, fire emergency911

www.orangecountyfl.net

Other Area Numbers of Note

U.S. Senators
Rick Scott (Rep.) 202-224-5274
Marco Rubio (Rep.)407-254-2573
U.S. Representative
Daniel Webster (Dist. 11)352-241-9220
State Representatives
Doug Bankson407-476-6787
Carolina Amesty (Dist. 45)unknown
State Senators
Geraldine Thompson (Dist.11) 407-297-2045
Orange County Commissioner
Christine Moore407-836-7350
Orange County Public Schools
Pupil assignment407-317-3233
Bus routes407-317-3800
Superintendent407-317-3200
School Board407-317-3200
Miscellaneous
*The Apopka Chief*407-886-2777
Museum of the Apopkans407-703-1707
Chamber of Commerce407-886-1441

WHS baseball to keep the steady improvement going into season

By Neal Fisher
Apopka Chief

A familiar face is in a new place and position as the Wekiva Mustangs begin the 2024 season. Brian Tatai is charged with overseeing the Mustangs' attempt to take the next step beyond a 19-7 record and opponents' victories are no longer assured by walking onto the field. An assistant last season and native of Dearborn, Michigan, Tatai was promoted to head coach during the offseason.

The next step is also within the context of a steady continuing progression. Wekiva has improved the overall record from 1-8 to 7-16 to 10-14 since 2020. An above .500 record was recorded by the Mustangs for the first time in over a decade last season. Wekiva will also for the first time in over a decade attempt to post a record over .500 during consecutive seasons.

"The end result and most tangible positive towards winning or negative towards losing is noticed first in any sport," Tatai reiterated. "However, the end results are the product of executing the subtle actions properly and making the right decisions. There were many reasons for the improvement in the overall record last season. All grew out of and were predicated on understanding why subtle actions are so important between last and two seasons ago.

"If subtle actions aren't executed properly and the right decisions made, the tangible positive endings don't happen. Proper execution and correct decision making becomes second nature with repetition. Everything a team aspires to accomplish during the offseason grows out of the opportunity for repetition when participating in fall ball."

Winning during the postseason will also accompany improving the record as topping the list of next steps. A 6-2 loss during the first round of the District 6A-7 championship tournament ended last season for the Mustangs. The contest was tied at 2-2 heading into the bottom of the sixth inning.

Wekiva has risen and grown out of understanding the importance of subtle action with aggression first and foremost. In particular, base running and establishing scoring threats through base running has been the impetus of the overall aggressive play.

"Proceeding under the cliché of we will take our chances with aggressiveness in all three phases of the game and are willing to live with the results either way," Tatai said. "We would rather fail in the attempt to be aggressive as opposed to not taking the risk at all and hoping for a positive outcome."

Last season 165 out of 173 stolen base attempts were successful, a percentage of 95.4 and 6.4 per contest. The aggressive approach or ambition isn't limited to the direct and tangible means of the stolen base though.

"The bar for stolen bases was set last season," Tatai said. "However, this team will not be the same as last season's. As far as repeating the number if reaching the potential, this team will be competitive in matching the number. Several new subtle wrinkles of pursuing aggressiveness have been incorporated into our play. We want the opponent to feel pressure from an aggressive approach in general. We want the opponent to feel pressure from being forced to focus on more than the batter-pitcher relationship all the time though.

"We don't want the opponent to feel the need of stopping a runner from scoring after reaching second base on the previous play. We want the opponent to feel the need to stop a runner from scoring after reaching second base during the play. The same applies to the cut off throw. We want the opponent to feel pressure from where is and the accuracy of the cut off throw during the play in progress. We don't want the opponent to feel any less amount of pressure because the play stops and use the time between plays to refocus on the possibility. The goal is to feel as much high level pressure from the need to execute an accurate throw home from the cut off fielder as creating options because ahead in the count."

Last season, the Mustangs batted .307 and scored 188 runs as well, an average of 7.2 per contest. The ball was hit hard but not necessarily with power by Wekiva last season. Of the 51 extra base hits, only one was a home run. Walks also totaled 114 or an average of 4.5 per contest.

The starters for the Mustangs entering the regular season are as follows:
Greg Jones-CF
Miguel Acosta-3B
Luis Perez-SS
Damir Simon-1B
Marcus Campbell-3B/OF
Jonathon Mills-LF
Zack Reinert-C
Dominic Sanchez-2B
Brady Reinert-OF

Campbell is the only newcomer to Wekiva's starting line-up but joining as a junior.

"A combination of the team's skillset as a whole and personal approach developed, the line-up will not be static from contest to contest either," Tatai said. "We aren't going to use the same and traditional line-up for every contest.

"I believe the traditional make-up of a line up as far as the speedy, contact hitters at the top and the team will take its chances with strikeouts opposed to home run power hitters is still applicable. However, not every individual match-up or with the opponent lends itself to the traditional lineup is the best. Nor will I move a player just one position down in the line-up. For example, a leadoff hitter can be used in the nine hole and create having to face two consecutively instead of a pitcher. I have never understood why the strategy isn't used more often."

Every pitching statistic was also the best in over a decade. Earned run average was lowered to 2.80 with 120 hits and 107 walks given up. Strikeouts totaled 226 and a 2.11 to walk ratio.

"The closest comparison is the Atlanta Braves of the 1990's with Maddox, Glavine and Smoltz and the long relievers," Tatai said. "Obviously, the level of performance is not the same. I was referring to the diversity though, in every conceivable significant way and means-The pitches, style, approach of attack, interpretation of situation.

Acosta, Mills, Reinhard, Campbell, Perez and Jacob Meyers make up the pitching staff. How managed will also be the same as the batters and fielders. The traditional line-up of pitchers will be used but not always and from contest to contest. All pitchers will take the mound as starts and relievers.

"We believe continuing to steadily move the program forward begins with building depth throughout," Tatai said. "However, steadily moving the program forward begins with building depth specifically among the pitching staff. A major jump occurred between 2022 and 2023. The record took major improvement in conjunction. The statistics clearly demonstrate difference between winning consistently and an over .500 record was the pitching."

Rounding out the Mustangs roster is Ivan Tolentino, Jaylon Dolvin, Darelle Martinez, Jaden Graham, Nowah James and Onrique Archie.

This season's schedule is made up of contests against the Davenport Broncos (Feb. 21), Lake Mary Prep Griffins

See WEKIVA Page 4B

Police Beat

If a law enforcement agency charges you with a crime and this paper reports that information, please notify us within 90 days if the charge is dropped, or if you are found not guilty by the court. After verifying the information, we will be happy to publish it. Please send notification to *The Apopka Chief,* P.O. Box 880, Apopka, 32704-0880.

In the period from February 11-17, the Apopka Police Department received 1,664 calls for service, responded to 33 crashes, issued 29 citations, and made 21 arrests. Juveniles were charged with burglary-unoccupied conveyance unarmed (x4); damage property-criminal mischief $1,000 or more (X4); vehicle theft-grand theft of motor vehicle (X2); burglary tools-possession of burglary tools with intent to use (X2); resist officer-obstruction without violence.

The following adults were arrested and charged:

Ludwin Erickson Alvarado, 19, 2660 Attleboro Pl., Apopka, moving traffic violation-drive without license causes death/serious injury with vehicle.

Karla Michelle Baez-Ayala, 29, confidential, Saint Cloud, battery-touch or strike (domestic violence).

Preston Levi Brown, 23, 906 Hemlock Dr., Apopka, aggravated assault-with deadly weapon without intent to kill; DUI-unlawful blood alcohol, DUI-influence of alcohol or drugs.

Bradley Dwayne Linton Burch, 33, 2051 Section Dr., Apopka, amphetamine-traffic or methamphetamine 14 grams or over; possession of cocaine; drugs-traffic own rent structure, vehicle know traffic drugs; drugs-possession of controlled substance without prescription (heroin).

Aria Jade Bush, 24, confidential, Apopka, battery-touch or strike.

Brandon Jamar Corbett, 28, 1317 Marvin C. Zanders Ave., Apopka, out-of-county warrant.

Harold Calvin Crumpler, 31, 2213 Whitby Dr., Orlando, battery-touch or strike; resist officer-obstruction without violence; burglary of occupied structure unarmed.

Joseph Josias Dorneval, 32, 524 Susannah Leigh Ln., Orlando, out-of-county warrant.

Louis G. Galmitz, 19, 443 E. 10th St., Apopka, trespassing-failure to leave property on order of owner.

Nathan Arthur Hicks, 57, 812 Sweetwater Club Blvd., Longwood, possession of cocaine; drugs-traffic own rent structure, vehicle know traffic drugs; drugs-possession of controlled substance without prescription (Percocet).

Oscar Ramon Lopez-Campos, 37, confidential, Apopka, simple assault-intent threat to do violence; obstructing justice-tamper witness withhold testimony/information felony 3rd proceeding; battery-touch or strike; kidnap-false imprisonment, false imprisonment of person; resist officer-obstruct without violence.

Shanquail Latrese Lynch, 42, 808 Marvin C. Zanders Ave., Apopka, aggravated battery with a deadly weapon.

Claudio Jair Mendieta-Ramirez, 22, 147 Ashville St., Apopka, DUI-unlawful blood alcohol 0.15 or higher or with person under 18 in vehicle.

Mauno Baudilo Mendoza-Mendez, 20, confidential, Apopka, battery-touch or strike.

Venard Vicsean Norris, 38, 1605 Pine Lake Rd., Lee, carjacking without firearm or weapon; burglary with assault or battery; battery on person 65 years of age or older.

Richard Allen Russ, 34, 5209 Via Maior, Orlando, carjacking without firearm or weapon; burglary with assault or battery; battery on person 65 years of age or older.

Coty Paul Buddy Short, 32, 506 Alabama Ave., Apopka, other agency warrant.

Johnnie Ray Smith, 61, 730 E. 7th St., Apopka, aggravated assault-with deadly weapon without intent to kill.

Kourtney Marie Straubel, 36, 1755 Crane Creek Blvd., Melbourne, out-of-county warrant.

Santos Vazquez, 46, Transient, Apopka, other agency warrant.

Marin Octavia Williams, 21, 227 E, 12th St. Apt 1, Apopka, loitering or prowling.

PUBLIC HEARING NOTICE
ANNEXATION
CITY OF APOPKA

NOTICE is hereby given pursuant to Florida Statutes 171.044, the Apopka Code of Ordinances, Part III, Land Development Code, Article II, Section 2.5.1.A, that **ROMMEL FONTANA** has made an application to the City of Apopka City Council for an **ANNEXATION** of a property located at 2518 Haas Road. This application relates to the following described property:

ORDINANCE NO. 3046

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY INVESTMENTS ALLIANCE, LLC; LOCATED AT 2518 HAAS ROAD, COMPRISING 4.17 ACRES, MORE OR LESS; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Parcel Identification Number(s): 07-20-28-0000-00-025
Contains: 4.17 +/- acres

NOTICE is given that public hearings for Ordinance No. 3046 will be held by the **City of Apopka City Council** at its regularly scheduled meetings in the City Council Chambers of the Apopka City Hall, 120 E. Main Street, Apopka, Florida on **Wednesday, March 6, 2024 beginning at 1:30 P.M and Wednesday, March 20, 2024 beginning at 7:00 P.M.** or as soon thereafter as possible.

Affected parties and the public may appear at the above listed hearings to speak. The proposed Annexation can be inspected at the Apopka Community Development Department located at Apopka City Hall on weekdays between the hours of 8:00 a.m. and 4:30 p.m. City Hall address shown below. Please be advised that, under State law, if you decide to appeal a decision made with respect to this matter, you will need a record of the proceedings and may need to ensure that a verbatim record 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 (ADA), persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 120 East Main Street, Apopka FL 32703, Telephone: 407-703-1704, no less than 48 hours prior to the proceeding.

Apopka City Council
Community Development Department

February 23, 2024

Publish: The Apopka Chief **175853**

Cool temperatures and sunny days make for good speck fishing

Jim Keck
Goin' Fishin'

Hello Folks,

We wanted some rain and, boy, did we get some!

We needed the rain and it was greatly appreciated. The rain did upset a lot of things going on in our area, but everything worked out pretty well. It did affect the fishin' just a little, but even in the rain a few folks got in some fishin'.

I didn't get many reports on the speck fishin', but I'm sure they will be bitin' this weekend. We have a full moon on Saturday, the 24th. We are expectin' some rain on Friday and sunny over the weekend. So, with these cooler temperatures and sunny days, the speck fishin' should be real good. You need to try Lake Monroe, Lake Jesup, and Lake Harney.

They are also catchin' some specks in the Harris Chain and the Kissimmee Chain. Most folks are catchin' their specks on minners and some with a bright colored jig tipped with a minner.

The bass fishin' has been good to really good in most of the chains in our area. In case you haven't heard, the FWC has deployed the bright pink tags again in Florida. There are five new tags that were put on bass in these lakes. Each bass weighs over 8 pounds, and they have a pink tag on them.

These pink tagged bass are located in the following lakes: Lake Okeechobee, Porter Lake, Winter Haven Chain of Lakes, Lake Lochloosa,

See KECK Page 4B

City of Apopka
CITY COUNCIL STAFF REPORT

Section: PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)
Item #: 5.
Meeting Date: March 6, 2024
Department: Public Services

SUBJECT:
Ordinance No. 3048 - First Reading - Amending Chapter 58, Article III, Private Refuse Collection Services.

REQUEST:
Adopt Ordinance 3048, amending Chapter 58, “Solid Waste,” of the Apopka Code of Ordinances to reconcile the provisions of Chapter 58 related to private refuse collection service with any roll-off container solid waste collection service franchise agreements; to establish key requirements and essential clauses for entering non-exclusive franchise agreements for roll-off containers solid waste collection services; providing for codification; providing for severability; providing for conflicts; and providing for an effective date.

SUMMARY:
Under the directions of the previous City Administrator, the Division began using a written franchise agreement to memorialize the agreement with franchisees based on the above reference code. The previous attorney drafted the agreement that clearly defined responsibilities for the franchisees, however, some details and practices were not in exact agreement with the ordinance and the two were never reconciled. The proposed ordinance change corrects this situation and brings the ordinance and the franchise agreement into agreement.

FUNDING SOURCE:
N/A

RECOMMENDED MOTION:
Adopt Ordinance 3048, amending Chapter 58, “Solid Waste,” of the Apopka Code of Ordinances to reconcile the provisions of Chapter 58 related to private refuse collection service with any roll-off container solid waste collection service franchise agreements; to establish key requirements and essential clauses for entering non-exclusive franchise agreements for roll-off containers solid waste collection services; providing for codification; providing for severability; providing for conflicts; and providing for an effective date.

ATTACHMENTS:
1. Proposed changes to Chapter 58, Article III, “Private Refuse Collection Services,” of the Code of Ordinances of the City of Apopka
2. City of Apopka Rolloff Franchise Overview Presentation
3. Current Franchise Agreement

ORDINANCE NO. 3048

AN ORDINANCE OF THE CITY COUNCIL OF APOPKA, FLORIDA, AMENDING CHAPTER 58, "SOLID WASTE," OF THE APOPKA CODE OF ORDINANCES TO RECONCILE THE PROVISIONS OF CHAPTER 58 RELATED TO PRIVATE REFUSE COLLECTION SERVICES WITH ANY ROLL-OFF CONTAINER SOLID WASTE COLLECTION SERVICE FRANCHISE AGREEMENTS; TO ESTABLISH KEY REQUIREMENTS AND ESSENTIAL CLAUSES FOR ENTERING NON-EXCLUSIVE FRANCHISE AGREEMENTS FOR ROLL-OFF CONTAINER SOLID WASTE COLLECTION SERVICES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the authority provided by Section 2, Art. VIII, of the Florida Constitution, and Section 180.14, Florida Statutes, the City may grant to private companies or corporations the privilege or franchise for the collection and disposal of solid waste, other waste, and recyclable material for certain terms of years and upon such conditions and limitations as may be deemed expedient and for the best interest of the City; and

WHEREAS, the City adopted Chapter 58, Art. III, "Private Refuse Collection Services," governing private solid waste collection within the City in 1992 and there have only been partial amendments, if any, in the decades since; and

WHEREAS, since 1992, the solid waste industry has adopted improved operational standards and practices, leading to better service for residents and reduced environmental impact. However, this progress has also made some existing City Code regulations obsolete, as they no longer reflect the industry's current capabilities and practices; and

WHEREAS, as a result, the City's franchise agreements with companies who provide roll-off container solid waste collection and disposal services have deviated from Code requirements to reflect current industry standards; and

WHEREAS, the City has determined that amending the Code provisions that govern franchise agreements for private roll-off container solid waste collection and disposal services will relieve inconsistencies with current practices; and

WHEREAS, recognizing the dynamic nature of industry customs in solid waste, the City finds that setting minimum standards and best practices can achieve the benefits of responsible contract terms while preserving the flexibility needed to keep pace with evolving industry needs and better serve the community; and

WHEREAS, based on the foregoing, the City Council finds the adoption of this Ordinance to be in the best interest of the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AS FOLLOWS:

(Words in ~~strike through~~ type are deletions; words in <u>underscore</u> type are additions; asterisks (* * * *) indicate an omission from the existing text which is intended to remain unchanged.)

SECTION I: Chapter 58, Article III, "Private Refuse Collection Services," of the Code of Ordinances of the City of Apopka is hereby amended as follows:

CHAPTER 58. – SOLID WASTE

* * * *

ARTICLE III. – PRIVATE REFUSE COLLECTION SERVICES

Sec. 58-122 – Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Containers means either open-top or scow-type containers used only for nonputrescible materials, or enclosed containers such as the kind typically used with compaction devices, of ten cubic yards' capacity or larger.

~~*Department head* means the person designated by the mayor.~~

Franchisee means the person proposing to provide the service under a franchise.

Garbage, industrial wastes, refuse, and *rubbish* have the same definitions as provided in section 58-21.

Service encompasses the use of roll-on/roll-off containers as used with mechanical pickup devices or compaction devices, or both.

Sec. 58-123. Penalty for violation of article.

Violations of this article shall be prosecuted in the manner provided by section 1-14.

<u>Sec. 58-124. Requirement of franchise agreement for private refuse collection services.</u>

(1) <u>Any person or entity who engages in roll-off container solid waste collection and disposal services within the City shall be required to enter into a non-exclusive franchise agreement with the City to provide such service.</u>

(2) <u>In addition to the franchise agreement required herein, every franchisee shall obtain and maintain at all times during the franchisee's operations all applicable permits and licenses required by any public agency having jurisdiction over the operation of said business.</u>

Sec. 58-125. – Franchise agreement terms and conditions.

The franchise agreement authorized under this Article shall include, but not be limited to, the following provisions:

(1) *Non-exclusive right of franchisee.* The agreement shall grant the franchisee the right to provide roll-off container solid waste collection and disposal services within the City of Apopka.

(2) *Franchise fee.* The agreement shall provide that the franchisee shall be required to pay to the City a franchise fee. The fee amount and the terms and conditions of payment shall be established at the time of the grant of the franchise agreement.

(3) *Public liability insurance.* The franchise agreement shall provide that the franchisee shall carry public liability insurance in amounts determined by the City, for the death or injury of one or more persons and for property damage. Such insurance shall name the City, its officers, agents, and employees as additional insureds.

(4) *Performance standards.* The franchise agreement shall specify standards of performance that the franchisee shall be required to comply with as determined by the City to ensure protection of the public health, safety, and welfare.

(5) *Additional terms and conditions.* The City Council shall retain the power, by resolution, to provide for the inclusion of such additional terms and conditions as the Council deems necessary to protect the interests of the City.

Sec. 58-126. – Right to terminate franchise.

(1) The City shall have the right to terminate a non-exclusive franchise based on the City Administrator's determination that a default has occurred as defined in the franchise agreement.

(2) In the event of a franchisee's default, the franchisee shall have no right or authority to engage in roll-off container solid waste collection and disposal operations in the City for a period of five (5) years from the date of the termination. After five (5) years, and upon proof that the event triggering the franchisee's previous default has been corrected the City may, in its sole discretion, grant the franchisee the right to engage in roll-off container solid waste collection and disposal services within the City.

Sec. 58-127. – Right to appeal termination.

(1) Any franchisee whose agreement under this Article is terminated by the City may appeal the decision to the City Council by filing with the City Clerk, within ten (10) business days of the date of termination, a written notice of appeal which shall set forth the grounds for such appeal.

(2) The City Council shall hold an appeal hearing not later than thirty (30) days following the receipt of the written request. The Council's decision to uphold or reverse the termination shall be final.

~~Sec. 58-124. Additional remedies.~~

~~All remedies provided in this article shall be deemed cumulative and additional and not in lieu of or exclusive of each other, or of any other remedy available to the city, at law or in equity. If the city shall prevail in any action arising under this article, the franchisee shall pay the city's costs and any and all attorney fees thereafter charged to the city.~~

~~Sec. 58-125. Warranty regarding conflict of interest.~~

~~A franchisee under this article represents and warrants to the city that no appointed or elected city official, officer, employee or agent has any interest, either directly or indirectly, in the business of the franchisee to be conducted under this article.~~

~~Sec. 58-126. Effective area of franchise.~~

~~A franchise granted under this article shall be effective within and upon:~~

~~(1) The city's corporate limits as they may from time to time exist.~~

~~(2) All governmental facilities located within the city's corporate limits.~~

~~Sec. 58-127. Compliance with franchise.~~

~~If a franchisee under this article shall at any time fail to comply with any of the provisions of the franchise, unless such failure is beyond the franchisee's control because of matters deemed to be an act of God, the city, after written notice to the franchisee, may revoke the franchise and render it void and of no further effect.~~

~~Sec. 58-128. Amendment of franchise; authority to prescribe additional regulations.~~

~~The city reserves the right to amend the franchise granted under this article at any time and in any manner that the city deems necessary for the health, safety or welfare of the public. The city also reserves the right to prescribe, from time to time, reasonable rules and regulations further governing the franchisee's operations under this article, including, but not limited to, hours and frequency of container pickup. These rules may be issued through the department head or his designee, and they need not be memorialized in an ordinance revision or further formal action by the city council, the city council's approval of the ordinance from which this article is derived being an approval that the regulations should be so issued.~~

~~Sec. 58-129. Service of notices.~~

All notices required in this article to be given by the city to a franchisee, except where specifically provided otherwise, may be effected either by hand-delivery to any franchisee employee, or by United States mail, postage prepaid, addressed to the franchisee at its last-known business address. All notices required to be given to the city shall be given to both the department head and the city clerk either by hand-delivery or by United States certified mail, postage prepaid, addressed to: Solid Waste, City of Apopka, P.O. Box 1229, Apopka, Florida 32704-1229, and City Clerk, City of Apopka, P.O. Box 1229, Apopka, Florida 32704-1229.

Sec. 58-130. Authority of franchisee; service contracts.

(a) A franchisee under this article shall be empowered and authorized to provide roll-off service. The franchisee will either furnish all necessary trucks and other equipment to perform such services, or will contract with other persons duly licensed by the city for the furnishing of trucks and equipment; provided, however, that at all times the trucks and equipment shall comply with the requirements provided in this article for trucks and equipment owned and operated by the franchisee.

(b) The franchisee may contract to provide services with any person within the city if such person has first requested the service. Such contracts must be approved by the department head or his designee prior to or within ten calendar days of the placement of the containers for service. For each container placed for service without a contract having been submitted to the department head by such date, an inspection and administration late fee of $50.00 shall be paid by the franchisee to the city. The contract shall not exceed the term of the franchise. Further, all contracts must specify the container delivery date at the service site. The franchisee agrees to provide the solid waste division with the location of its containers, and the names and addresses of and numbers of pickups to be made for each of the persons contracting for service; and the franchisee also recognizes that any contract between the franchisee and such persons has no effect whatsoever upon the city's decision to grant the franchise or any renewal decision made thereafter. If the department head disapproves a contract and the subject container remains in service more than 48 hours after telephone or written notice by the city to the franchisee to remove the container, or if any container should remain in service at any location more than 48 hours after telephone or written notice from the city to the franchisee to remove the container, then, in either or both cases, the franchisee shall pay the city $50.00 per day until the container is removed.

(c) The franchisee shall provide the equipment and frequency of service as needed by the persons contracting for service and as approved by the department head.

(d) The franchisee shall dispose of waste only at landfills approved by the appropriate local, state and federal governmental agencies.

(e) All lease or purchase arrangements for compaction equipment and for maintenance or service charges for the containers agreed upon between the franchisee and the persons contracting for service shall be set forth in the contracts between the franchisee and such persons, and approved by the department head pursuant to this section. Further, the contracts between the franchisee and such persons shall not include a franchise or city fee.

The franchisee shall give the city prior written notice of any material changes in the contracts between the franchisee and such persons, including, but not limited to, changes in the schedule of pickups, types of containers, contract terms and so forth.

Sec. 58-131. Franchise fees; billing; records and reports.

(a) *Pickup fee.* A franchisee under this article shall pay the city a charge of $25.00 for each container pickup. The charge shall be paid monthly, and shall be based upon the number of container pickups by the franchisee from the persons contracting for service during the preceding month, whether or not the franchisee bills such persons for the pull. It is hereby understood that, for the privilege of doing business within the city limits, the city levies a fee of $25.00 per pull on the franchisee, not on the persons contracting for service.

(b) *Required records; annual report.*

(1) The franchisee shall furnish the department head with an original and one copy of an annual report on or before the 45th day following the end of the franchisee's fiscal year. The report date shall be submitted to the department head on the date of the franchisee's acceptance of the franchise, and the report shall be prepared by an independent certified public accountant in accordance with generally accepted auditing standards. The report shall reflect the accuracy of the franchisee's payments to the city as defined in this article, and shall include, but not be limited to, and shall ensure, the following:

a. That all city accounts are properly coded to reflect charges accrued to the city.

b. That the number of city-related container pickups is correctly reported to the city.

c. That all city payments are correctly computed and remitted to the city on a timely basis, or the interest payment provision of subsection (e) of this section shall apply.

(2) In addition to the annual report, the city auditors shall have the right to audit the franchisee's city franchise books and records, and, in the city's discretion, all other related books and records.

(3) During the term of the franchise or its renewal, the franchisee shall make its city franchise books and records, and, in the city's discretion, all other related books and records, including, but not limited to, dump tickets, customer invoices and customer transaction files, available to the city at all reasonable times. Failure to furnish the city with the report, or to maintain complete and accurate city franchise and all other related books and records, or to make such books and records available to the city, shall be considered a material breach of the franchise, and the city shall be entitled to terminate the franchise and to collect any damages resulting therefrom. The franchisee must keep all franchise and all other related books and records on file for

not less than three years from the termination of the franchise by either party, or the termination of the two-year franchise term, whichever is later.

(c) *Billing; right to discontinue service.* The franchisee shall have the sole responsibility for the billing and collection of all charges described in this section. Billings shall be monthly, and payable on or before the 15th day of the succeeding month. If bills are not paid within this time, the franchisee shall have the right, provided that the franchisee may otherwise legally do so, to discontinue all services for non-payment, after giving the city 15 days' prior written notice that such services will be discontinued, and after receiving written approval from the department head to so discontinue the services.

(d) *Dump tickets.* The franchisee shall ensure that all dump tickets are completed at the landfill site and contain the following information:

(1) Customer name and service site location; or

(2) Customer account number.

(e) *Administrative fee; monthly statement; late payment penalty.*

(1) The franchisee shall pay the city a fee of $80.00 per month for administrative and inspection costs and expenses incurred by the city in connection with the franchise. This fee shall be payable monthly from all franchisees to the city, beginning 30 days after the effective date of the franchise and continuing for the duration of the franchise. This fee shall be credited monthly against the franchise pickup fee.

(2) All statements of fees and charges by the franchisee for pulls during the month shall be submitted to the department head on or before the 25th day following the end of the franchisee's fiscal month. These statements shall specify the previous month's account activities as specified in this section, and shall include the account names, the account numbers, the number of container pickups during the month, and the names of all discontinued accounts. Failure to submit any of the fees and charges specified or referred to in this section on or before the 25th day of each month as required shall result in a penalty at the rate of ten percent of the monthly obligation outstanding. In addition to any monthly obligation outstanding and any penalty attached thereto, the franchisee shall pay interest of one percent per month (12 percent per year) on the total unpaid balance. Failure to submit any statements, addenda or fees and charges shall be considered a material breach of this article, and shall allow the city to terminate the franchise as further defined in section 58-138.

Sec. 58-132. Term of franchise.

(a) The term of a franchise under this article shall be for three years. An acceptance of the provisions, conditions and stipulations of the franchise shall be in writing, contain the franchisee's local address, and be filed with the city clerk within 15 days of the adoption of

the franchise. The city reserves the right to review, from time to time, each franchisee's agreement to ensure compliance.

(b) The term may be extended for an additional two years, at the sole option of the city, by written notice to the franchisee not less than 30 days prior to the expiration of the current term.

Sec. 58-133. Failure to provide adequate service.

(a) If a franchisee under this article fails to provide adequate services to the persons contracting for service by reason of any breach of contract or negligent failure to adequately perform the duties and obligations set out in this article, as determined solely by the city, the city may, at its sole option, after written notice, terminate the franchise.

(b) If other franchisees default or otherwise fail to provide adequate services, in the sole determination of the city, the city may, at the franchisee's request, or at the request of the city, grant permission to another franchisee to provide the services or temporary services, or both of these things, if the franchisee may reasonably do so given the franchisee's equipment and schedule, and provided that a reasonable price can be determined by the franchisee, the city and the persons contracting for services for the services' undertaking and completion.

(c) If the franchisee sells or transfers its business or substantially all of its assets, the franchisee shall give the city at least 15 days' prior written notice of such sale or transfer.

Sec. 58-134. Liability of franchisee; indemnification of city; insurance.

(a) The privileges granted by this article are granted upon the express condition that the franchisee shall be liable for all damages or injury to persons or property caused by its neglect or mismanagement, or by the actions of any of its employees while engaged in the services, during the life of the franchise. Should the city be sued therefrom, the franchisee shall be notified of and have the duty to defend such suit; provided, however, that the city has the sole option to defend itself or to hire independent counsel and thereafter to tax all such defense costs and fees to the franchisee. The franchisee specifically agrees to pay any such judgment rendered against the city in any such case, and to reimburse the city, in full, for all costs and fees on appeal.

(b) The attorneys chosen by the franchisee to represent the city in any suit concerning matters included within this section shall be approved by the city, unless the city chooses to represent itself as provided in subsection (a) of this section. The franchisee shall indemnify and hold harmless the city and its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and costs of actions, including costs and attorney fees, and costs and attorney fees on appeal, of any kind or nature, arising or growing out of or in any way connected with the franchisee's activities permitted under the franchise.

(c) The franchisee further agrees to purchase and maintain in good standing an insurance policy in the following type and amount:

(1) Comprehensive general liability

a. Bodily injury coverage shall be for not less than $1,000,000.00 for each occurrence and not less than $1,000,000.00 aggregate. Property damage coverage shall be not less than $500,000.00 for each occurrence and $500,000.00 aggregate; or

b. Bodily injury and property damage coverage shall be in a combined single limit of not less than $1,000,000.00 for each occurrence and $1,000,000.00 aggregate.

(2) Business automobile liability coverage shall be for not less than $500,000.00 per occurrence.

The city shall be named as an additional insured under the policy. The policy must provide that the city shall be given 30 days' written notice prior to cancellation or modification, and a copy of the policy, or a certificate of insurance, shall be filed with the city clerk's office on or before the effective date of the franchise and on or before the effective date of each policy renewal period.

Sec. 58-135. Compliance with other regulations.

(a) A franchisee under this article shall, at its sole expense, procure from all local, state and federal governmental and agency authorities having jurisdiction over the operations of the franchisee all licenses, certificates, permits or other authorizations which may be necessary for the conduct of the franchisee's operations. The franchisee shall pay all taxes and license, certification, permit and examination fees, and all excises which may be assessed, levied, exacted or imposed upon its property, operations or gross receipts, or all or any combination of these things, upon the franchise and the rights and privileges granted in this article, and shall make all applications, reports and returns required in connection therewith to all respective governmental and agency authorities.

(b) The franchisee and its employees shall observe and comply with all present and future federal, state and local laws, rules, regulations, requirements, ordinances, orders and mandatory guidelines which may pertain or apply to the services rendered under this article.

Sec. 58-136. Vehicles and equipment.

(a) A franchisee under this article agrees that it shall procure and maintain sufficient equipment, or that it shall arrange on a contractual basis with other persons owning or leasing equipment in compliance with the requirements of the franchise, to ensure that the franchisee shall at all times be in a position to properly maintain its schedules and to

otherwise perform all duties, responsibilities, and conditions required of it under this article. Should the franchisee purchase or lease equipment or trucks from other persons, then the franchisee shall submit to the department head a list noting the type and number of equipment and trucks purchased or leased, the duration of the lease, and the names of the persons leasing equipment or trucks to the franchisee.

(b) All trucks utilized by the franchisee, and all containers owned or leased by the franchisee, shall be prominently identified on both the left and right sides with the franchisee's name in letters not less than six inches in height, and the franchisee's business telephone number in numbers not less than three inches in height, either painted on or attached by signs to the trucks and containers. The franchisee shall give each of its trucks an identification number that shall be visible and legible at all times, and that shall appear on the bumper in numbers not less than four inches in height.

(c) All of the franchisee's trucks, containers and equipment shall conform to the city safety and sanitation requirements for refuse collection vehicles, including, but not limited to, the requirement for proper vehicle registration and license tags, and the equipment and trucks must be approved by the department head. The franchisee specifically agrees that the department head shall have the right to inspect the trucks or the equipment, or both, at all reasonable times, and after having endeavored to give reasonable written or oral notice that such an inspection shall take place. The department head shall notify the franchisee in writing of any defects in the trucks or equipment, and the franchisee shall have two city business days from the receipt of the notice to correct the defects. If the defects are not corrected to the department head's satisfaction within the period, the franchisee shall pay the city $100.00 for each truck or each piece of equipment whose defects are not corrected within the period. The franchisee shall pay the city $100.00 for every seven calendar days after the period in which the defects are not corrected.

Sec. 58-137. Transfer of franchise.

A franchise granted under this article shall not be assignable by the franchisee without the prior written consent of the city. If the franchisee attempts to assign, transfer or delegate its rights and duties in violation of this section without the city's consent, then the city may terminate the franchise, and any such assignment shall be null, void and of no legal effect whatsoever.

Sec. 58-138. Termination of franchise.

(a) A franchise granted under this article may be terminated:

(1) By the city, at its convenience, upon 30 days' prior written notice to the franchisee;

(2) By the franchisee, following 30 days' prior written notice to the city; or

(3) By the mutual agreement of the parties.

~~(b) If any of the privileges granted in this article are terminated pursuant to this section, any liability of the franchisee to the city accruing thereby, and any liability of the franchisee to the city arising out of any act or event occurring prior to the termination, shall immediately become due and payable to the city, without further notice.~~

*** * * ***

SECTION II: CODIFICATION. The provisions of this Ordinance shall be included and incorporated into the Code of Ordinances of the City of Apopka, as additions or amendments thereto.

SECTION III: SEVERABILITY. Should any word, phrase, sentence, subsection, or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection, or section so held shall be severed from this Ordinance and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

SECTION IV: CONFLICTING ORDINANCES. All ordinances or part thereof, in conflict herewith are, to the extent of such conflict, repealed.

SECTION V: EFFECTIVE DATE. This Ordinance and the rules, regulations, provisions, requirements, orders, and matters established and adopted hereby shall take effect and be in full force and effect immediately upon its passage and adoption.

PASSED UPON the first reading of the City Council, this __ day of _____ 2024.

PASSED UPON the second and final reading of the City Council, this __ day of _____ 2024.

_____
BRYAN NELSON
Mayor

ATTEST

_____
SUSAN M. BONE
City Clerk

DULY ADVERTISED FOR PUBLIC HEARING: Month Day, 2024
Month Day, 2024

SANITATION DIVISION

PRIVATE ROLL-OFF WASTE DISPOSAL FRANCHISE

NEW CONSTRUCTION

The City is experiencing significant growth, accompanied by a corresponding increase in construction activity and associated waste hauling traffic.

WEAR AND TEAR

Roll-off trucks and their waste are heavy and cause wear and tear on our streets.

HEALTH AND SAFETY

Waste management services that are not well managed can be a health and safety risk to the community.

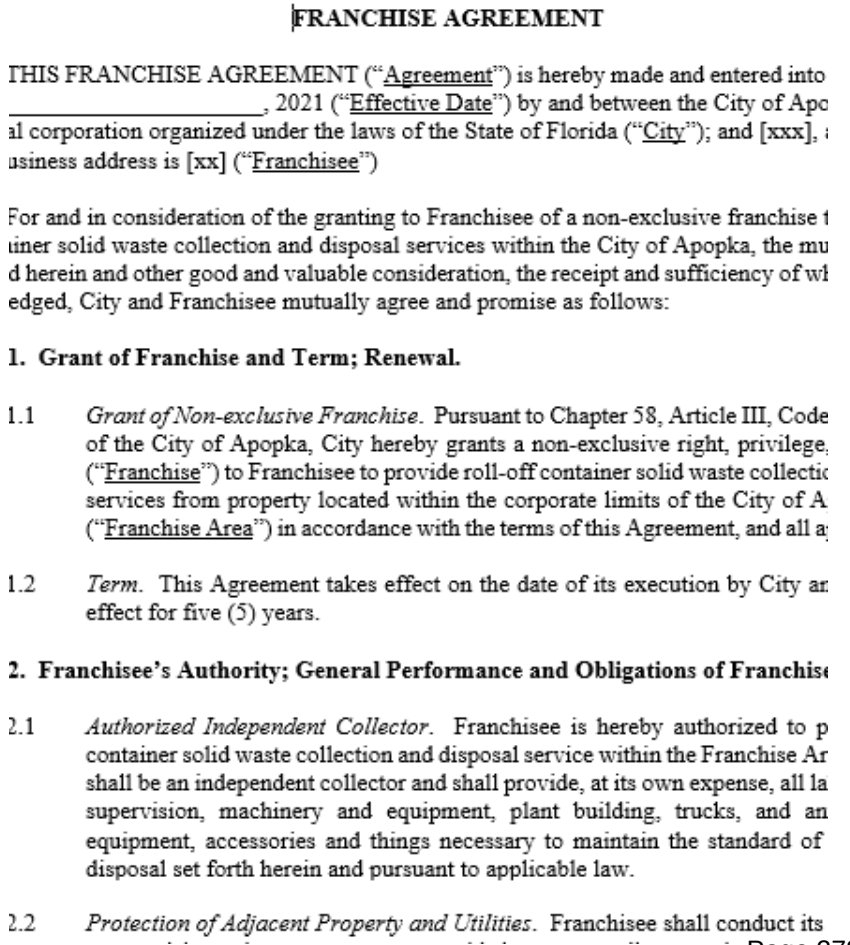
ILLEGAL DUMPING

The proper disposal of waste collected by roll-off haulers is crucial, and associated costs are significant. Therefore, it is in the City's best interests to maintain some degree of knowledge and control over the disposal locations and methods employed.

ROLL-OFF COLLECTION SERVICES IN APOPKA

- The City of Apopka maintains a non-exclusive franchise system to provide roll-off container waste collection and disposal services within City limits.

- That is, in return for the privilege of using the City's transportation infrastructure to provide waste collection services, private haulers must enter into agreements with the City that stipulate specific service standards and requirements.



FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement") is hereby made and entered into
_____, 2021 ("Effective Date") by and between the City of Apo
al corporation organized under the laws of the State of Florida ("City"); and [xxx],
usiness address is [xx] ("Franchisee")

For and in consideration of the granting to Franchisee of a non-exclusive franchise
iner solid waste collection and disposal services within the City of Apopka, the mu
d herein and other good and valuable consideration, the receipt and sufficiency of wh
edged, City and Franchisee mutually agree and promise as follows:

1. Grant of Franchise and Term; Renewal.

1.1 *Grant of Non-exclusive Franchise*. Pursuant to Chapter 58, Article III, Code
of the City of Apopka, City hereby grants a non-exclusive right, privilege,
("Franchise") to Franchisee to provide roll-off container solid waste collecti
services from property located within the corporate limits of the City of A
("Franchise Area") in accordance with the terms of this Agreement, and all a

1.2 *Term*. This Agreement takes effect on the date of its execution by City an
effect for five (5) years.

2. Franchisee's Authority; General Performance and Obligations of Franchise

2.1 *Authorized Independent Collector*. Franchisee is hereby authorized to p
container solid waste collection and disposal service within the Franchise Ar
shall be an independent collector and shall provide, at its own expense, all la
supervision, machinery and equipment, plant building, trucks, and an
equipment, accessories and things necessary to maintain the standard of
disposal set forth herein and pursuant to applicable law.

2.2 *Protection of Adjacent Property and Utilities*. Franchisee shall conduct its

WHY DO WE OFFER A ROLL-OFF FRANCHISE IN APOPKA

- Allows the City to retain more control over the waste management system, as we can set service standards and regulations applicable to all franchisees.
- Promotes competitive, service-oriented refuse operations.
- Generates revenue through franchise fees charged to the haulers.
- Agreements can be structured to encourage environmentally responsible practices.
- Long-term contracts can embolden haulers to make the necessary investments in equipment needed to bring about economic benefits for businesses.

Overall, solid waste franchises are common practice among municipalities and roll franchises are typically between 10-25% of a roll-off business's gross revenue.

FRANCHISE HIGHLIGHTS

- **Non-exclusive.** Any contractor may request a franchise.
- **Not advertised.** Contractors are expected to discover the requirements through their own due diligence before starting operations in the City. It is common practice for waste haulers to investigate government requirements when starting business in a new jurisdiction.
- **Establishes basic operation criteria.** Agreements stipulate service conditions, equipment requirements, penalties and remedies for poor or nonperformance, and compliance mechanisms.
- **Oversight measures.** Franchisees must provide an annual audit reporting compliance with franchise requirements to the City.
- **Franchise Fees.** To cover costs associated with the franchised service, such as administrative costs, wear and tear on municipal roads, etc., franchisees currently pay an $80 monthly administrative fee and are charged $25 per pull. (Admin fee is credited against the overall pull charges).

FRANCHISE FEE RECEIPTS: PREVIOUS 4 YEARS

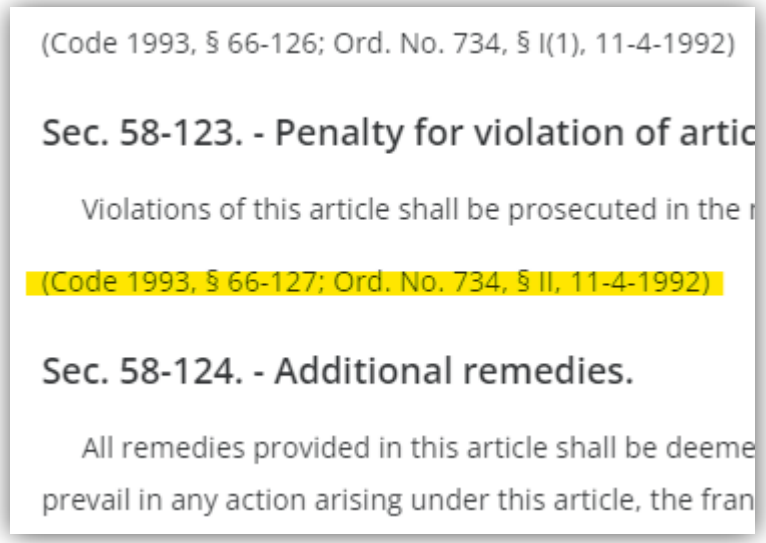
Contractor	FY20	FY21	FY22	FY23	**Grand Total**
AR	$ 1,680.00	$ 2,030.00	$ 1,780.00	$ 8,330.00	**$ 13,820.00**
AD	$ 8,450.00	$ 2,350.00			**$ 10,800.00**
CR	$ 2,575.00	$ 3,425.00	$ 2,350.00	$ 2,495.00	**$ 10,845.00**
EO			$ 10,900.00	$ 10,350.00	**$ 21,250.00**
G	$ 2,355.00	$ 3,500.00	$ 1,550.00	$ 14,025.00	**$ 21,430.00**
JW	$ 3,050.00	$ 4,150.00	$ 2,525.00	$ 1,290.00	**$ 11,015.00**
MM	$ 3,275.00	$ 10,125.00	$ 76,425.00	$ 108,000.00	**$ 197,825.00**
RS	$ 625.00	$ 350.00			**$ 975.00**
RSV	$ 4,525.00	$ 4,150.00	$ 5,750.00	$ 22,050.00	**$ 36,475.00**
RGH				$ 1,480.00	**$ 1,480.00**
RSO	$ 480.00	$ 560.00			**$ 1,040.00**
USS	$ 1,100.00	$ 1,300.00	$ 1,100.00	$ 500.00	**$ 4,000.00**
WC	$ 6,825.00	$ 10,775.00	$ 8,450.00	$ 15,975.00	**$ 42,025.00**
WM	$ 26,825.00	$ 31,375.00	$ 34,025.00	$ 63,150.00	**$ 155,375.00**
WP	$ 3,600.00	$ 9,200.00	$ 8,875.00	$ 9,300.00	**$ 30,975.00**
Total	**$ 65,365.00**	**$ 83,290.00**	**$ 153,730.00**	**$ 256,945.00**	**$ 559,330.00**

FRANCHISE ORDINANCE CHANGES: BACKGROUND

- The previous City Attorney prepared a new form franchise agreement that reflects current industry standards and practices.
- This new agreement streamlines the City's franchise system by removing certain requirements that were:
  - Burdensome on the Division
  - Antiquated
  - Inconsistently followed
  - Invasive to the daily operation of the franchisees
- The new agreement still outlines the franchisee's responsibilities, expected standards of service, and enforcement measures for non-compliance.

FRANCHISE ORDINANCE CHANGES: BACKGROUND

- Many of the Code provisions governing franchise agreements for roll-off collection and disposal services have not been updated since their enactment in 1992 and therefore still reflect the outdated, overly burdensome, and often invasive practices that are no longer used in our current agreements.
- Effect:
  - Inconsistent with current franchise agreements with the City
  - Disadvantages the City when it comes to negotiating the terms and conditions of franchise agreements
  - May discourage haulers from offering services in Apopka
  - Limits adaptability to changing industry norms


(Code 1993, § 66-126; Ord. No. 734, § I(1), 11-4-1992)

Sec. 58-123. - Penalty for violation of artic

Violations of this article shall be prosecuted in the

(Code 1993, § 66-127; Ord. No. 734, § II, 11-4-1992)

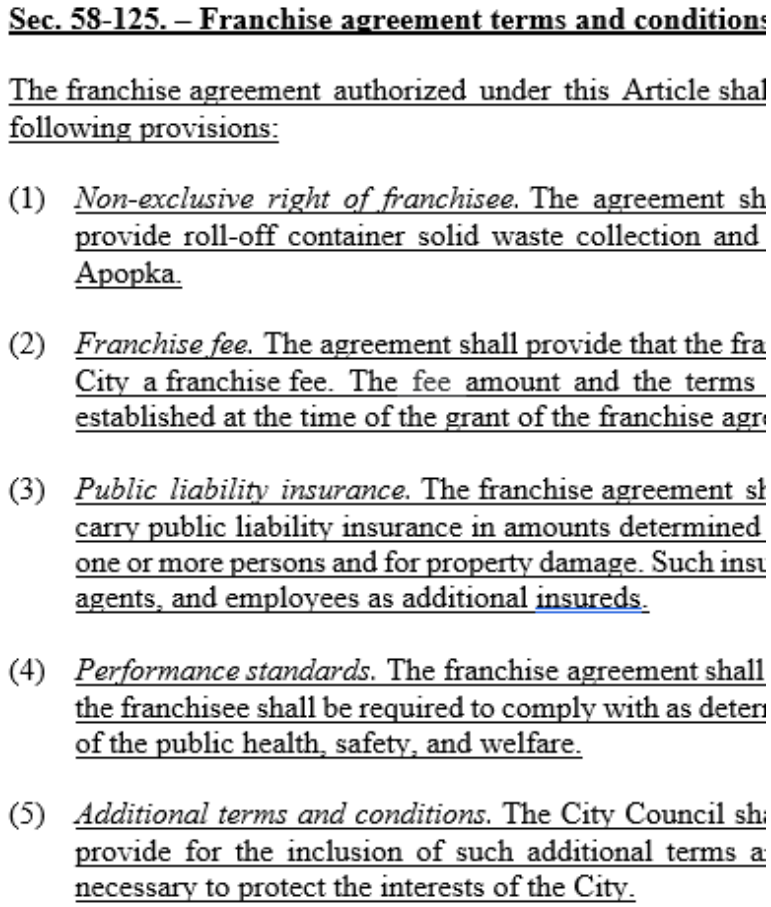
Sec. 58-124. - Additional remedies.

All remedies provided in this article shall be deeme

prevail in any action arising under this article, the fran

FRANCHISE ORDINANCE CHANGES: PROPOSAL

- Amending Chapter 58, Article III, “Private Refuse Collection Services,” by:
  - **Removing language** that conflicts with current franchise agreements, is outdated or inefficient, or otherwise limits the City’s ability to adapt to evolving industry practices.
  - **Adding language** that outlines key requirements and essential clauses for franchise agreements, which will reconcile current agreements and ensure consistency with future agreements without sacrificing transparency and accountability.



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provide roll-off container solid waste collection and
Apopka.

(2) *Franchise fee.* The agreement shall provide that the fra
City a franchise fee. The fee amount and the terms
established at the time of the grant of the franchise agr

(3) *Public liability insurance.* The franchise agreement sh
carry public liability insurance in amounts determined
one or more persons and for property damage. Such insu
agents, and employees as additional insureds.

(4) *Performance standards.* The franchise agreement shall
the franchisee shall be required to comply with as deter
of the public health, safety, and welfare.

(5) *Additional terms and conditions.* The City Council sha
provide for the inclusion of such additional terms a
necessary to protect the interests of the City.

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement") is hereby made and entered into as of this ____ day of _____, 2021 ("Effective Date") by and between the City of Apopka, Florida, a municipal corporation organized under the laws of the State of Florida ("City"); and [xxx], a Florida [xxx] whose business address is [xx] ("Franchisee")

For and in consideration of the granting to Franchisee of a non-exclusive franchise to provide roll-off container solid waste collection and disposal services within the City of Apopka, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Franchisee mutually agree and promise as follows:

Section 1. Grant of Franchise and Term; Renewal.

1.1 *Grant of Non-exclusive Franchise*. Pursuant to Chapter 58, Article III, Code of Ordinances of the City of Apopka, City hereby grants a non-exclusive right, privilege, and franchise ("Franchise") to Franchisee to provide roll-off container solid waste collection and disposal services from property located within the corporate limits of the City of Apopka, Florida ("Franchise Area") in accordance with the terms of this Agreement, and all applicable laws.

1.2 *Term*. This Agreement takes effect on the date of its execution by City and continues in effect for five (5) years.

Section 2. Franchisee's Authority; General Performance and Obligations of Franchisee.

2.1 *Authorized Independent Collector*. Franchisee is hereby authorized to provide roll-off container solid waste collection and disposal service within the Franchise Area. Franchisee shall be an independent collector and shall provide, at its own expense, all labor, insurance, supervision, machinery and equipment, plant building, trucks, and any other tools, equipment, accessories and things necessary to maintain the standard of collection and disposal set forth herein and pursuant to applicable law.

2.2 *Protection of Adjacent Property and Utilities*. Franchisee shall conduct its work with due care and in such a manner as to avoid damage to adjacent private or public property, including utilities, and shall immediately repair or pay for any damage incurred through its operations.

2.3 *Spillage*. Franchisee shall not litter or cause any spillage to occur upon the premises wherein the collection shall occur or on any rights-of-way or public property. During hauling, all solid waste shall be contained, tied, covered, or enclosed so that leaking, spilling, or blowing of waste are prevented. Franchisee shall promptly clean up all spillage. It shall be the responsibility of Franchisee to make sure that the size of container and frequency of collection is adequate for the amount of waste material deposited in the container.

2.4 *Disposal Site*. Franchisee shall dispose of waste only at landfills approved by the appropriate local, state and federal governmental agencies. City reserves the right to approve or disapprove sites, considering costs, routes within the city, and the rules and regulations of the governmental body having jurisdiction over said sites or facilities.

2.5 *Office*. Franchisee shall establish and maintain local office. Franchisee shall maintain sufficient telephones with local telephone numbers where service inquiries and complaints can be received by Franchisee. Franchisee's office shall be staffed with trained, responsible persons on duty during collection hours. Franchisee shall use either a telephone answering service or answering machine to receive service inquiries and complaints during those times when the office is closed. Franchisee also shall develop a system, subject to the approval of the City's Public Services Director ("Director"), for receiving emergency calls from the public at any time, and for communicating with City regarding emergency matters.

2.6 *Complaints*. All complaints shall be promptly resolved by Franchisee.

2.7 *Permits and Licenses.* Franchisee shall obtain, at its sole expense, any and all permits and licenses required by applicable law in connection with this Agreement, and Franchisee shall maintain the same in full force and effect throughout the term of this Agreement. Any revocation, termination, or non-renewal of Franchisee's licenses or permits shall be reported to the City within three (3) calendar days.

2.8 *Unauthorized Collectors*. Franchisee agrees to defend City in the protection of the right of Franchisee from encroachment by unauthorized collectors within the Franchise Area.

2.9 *Hours*. No collection activities shall begin before 6:00 a.m. or continue later than 7:00 p.m. All collections shall be made as quietly as possible with a minimum of noise and disturbance to the customers and the public. Franchisee shall modify its collection schedule upon request of City.

2.10 *Title to Waste*. Title to all waste shall be vested in Franchisee upon being loaded for transport in Franchisee's containers.

2.11 *Prohibitions on Biological, Biomedical and Hazardous Waste*. Franchisee shall not collect biological, biomedical, or hazardous waste of any kind. Franchisee shall not collect any solid waste that Franchisee reasonably knows or should know is biological, biomedical, or hazardous waste. Franchisee shall immediately notify the Director if any customer, person, or entity delivers or attempts to deliver such material to Franchisee, or places such material in any container of Franchisee. City shall have the right to inspect the solid waste collected by Franchisee at any time.

3. Vehicles and Equipment.

3.1 *Vehicles and Equipment*. Franchisee shall provide an adequate number of vehicles and equipment, approved by the Director, for collection services and back up in the event of any breakdowns. Equipment shall be kept in good repair, appearance, and in a safe and sanitary condition at all times. Vehicles used by Franchisee shall be clearly identified on each side with Franchisee's name and local telephone number. Containers used by Franchisee shall also be identified with Franchisee's name and local telephone number.

3.2 *Location of Container*. Containers shall be placed at locations that are mutually acceptable to Franchisee and the customer and in compliance with applicable law. Containers shall be located on private property. City property may be used for the sitting of containers only with the written approval of the Director.

4. Franchisee Personnel. Franchisee shall assign a qualified person or persons to be in charge of Franchisee's operations in the Franchise Area. Franchisee shall provide City with a written list containing the names and telephone numbers, including emergency telephone numbers, of Franchisee's operations manager and other key personnel, updated when changes are made.

4.1 All of Franchisee's employees shall be properly trained and qualified to perform the tasks assigned to them. Franchisee shall provide routine training in operating and safety procedures.

4.2 Each driver of Franchisee's vehicles shall at all times carry a valid Florida driver's license for the type of vehicle that is being operated.

4.3 Franchisee's employees shall treat all customers in a polite and courteous manner. All personnel of Franchisee shall refrain from belligerent behavior. Franchisee shall promptly take appropriate action to correct any such behavior.

4.4 Franchisee's personnel shall not request tips or payment of any kind from customers. Invoices for services rendered by Franchisee shall be sent to the customer at an agreed upon billing address.

4.5 No person shall be denied employment by Franchisee for reasons of race, creed, or religion. Franchisee shall comply with all applicable laws relating to wages, hours, overtime, disability, and all other matters relating to the employment and protection of employees, now or hereafter in effect.

5. Collection Contracts.

5.1 Franchisee may contract to provide collection services within the Franchise Area for any person, organization, firm, or requesting the service.

5.2 Franchisee agrees to provide the Director with the location of its containers and the names and addresses of the customers and number of pick-ups made.

5.3 If the Director orders removal of a container and the subject container remains at the location more than forty-eight (48) hours after telephone or written notice by the Director to Franchisee to remove the container, Franchisee shall pay to City the agreed sum of Fifty ($50.00) Dollars per day until the container is removed.

6. Rates; Billing.

6.1 *Rates*. The collection service rates may be negotiated between Franchisee and the customer.

6.2 *Billing*. Billing for collection services and collection of amounts due Franchisee shall be the sole responsibility of Franchisee.

7. Franchise Fee.

7.1 Franchisee shall pay to City a franchise fee for each container pickup. In addition, franchisee shall pay the city a fee for administrative and inspection costs and expenses incurred by the city in connection with the franchise. This fee shall be payable monthly from all franchisees to the city, beginning 30 days after the effective date of the franchise and continuing for the duration of the franchise. This fee shall be credited monthly against the franchise pickup fee. Fees payable under this franchise will be adopted by resolution by City Council. This franchise fee payment shall be made on or before the fifteenth day of each month for all service fees collected by Franchisee during the immediately preceding month.

7.2 The leasing or sale of compactors is not intended to be regulated by this Franchise Agreement. The leasing or sale of compactors is not subject to Franchise Fees. Collection and disposal services from compactors, however, shall be subject to Franchise Fees and shall be considered roll-off container solid waste collection and disposal service for purposes of this Agreement.

8. Books, Records, Reports.

8.1 *Franchise Records*. Franchisee shall keep records in accordance with generally accepted accounting practices of wastes collected and the charges billed and collected for services provided within the franchise area. City shall have the right to review such records which in any way pertain to the payments due City as well as the billing of all customers by Franchisee. Franchisee shall make its City franchise records and related materials (including, but not limited to, dump tickets, customer invoices, transaction files) available to the Director and City's Finance Director at all reasonable times. Failure to furnish the requested materials or to maintain complete and accurate City franchise and all other related books and records, or to make such books and records available to City, shall be considered material breach of this Agreement, and City shall be entitled to terminate this Agreement and to collect any damages resulting there from. Franchisee shall keep all such Franchise and other related books and records on file and available for review by City for not less than three (3) years from the date of termination of this Agreement. This subsection shall survive termination in order to provide compliance with the provisions hereof.

8.2 *Annual Report*. Beginning at Franchisee's fiscal year-end occurring subsequent to the Effective Date, Franchisee shall furnish the Director with an original and one copy of an annual report on or before the forty-fifth day following such fiscal year-end. The end date of Franchisee's fiscal year shall be provided to the Director prior to the Effective Date of this Agreement. Franchisee shall have a continuing duty to apprise the Director of any change is such fiscal year end date. The annual report shall include a statement of all pickups for the previous fiscal year, and certify that all payments under this agreement have been correctly computed and submitted on time to the city. The annual report shall provide all information needed by City to comply with the reporting requirements established by state and federal law.

9. Compliance with Laws. Franchisee and its employees, agents, contractors, and subcontractors shall observe and comply with all present and future applicable laws that pertain or apply to this Agreement and the services to be rendered pursuant to the Franchise.

10. Release and Indemnity. In consideration of City granting to Franchisee the franchise provided for in this Agreement, together with other good and valuable consideration, the receipt and

sufficiency of which is hereby acknowledged and specifically in exchange for the release and indemnification provided for herein, Franchisee hereby releases and agrees to indemnify and hold harmless the City, its Departments, its elected officials, officers, employees, and agents, from any and all claims, liabilities, suits, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees and costs through trial and appeal arising in any manner whatsoever out of, from, or due to the Franchisee's operations or arising out of the violation of any applicable law by Franchisee or any persons or entities employed or utilized by Franchisee. Should any such claim be made or suit brought against City, Franchisee shall be notified of and have the duty to defend City against such claims or suits; provided, however, that City has the sole option to defend against such claims or suits itself, or to hire independent legal counsel. Franchisee specifically agrees to reimburse City, in full, for all such costs and attorneys' fees and to pay any judgment rendered against City in any such case.

11. Insurance.

11.1 *General*. Before commencing operations under this Agreement within the Franchise Area, Franchisee shall procure insurance of the types and to the limits specified herein. Franchisee shall require each of their subcontractors, if any, to procure and maintain, until completion of that subcontractor's work, insurance of types and to the limits specified below. It shall be the responsibility of Franchisee to ensure that all subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors. City reserves the right to request proof of subcontractor's insurance from Franchisee.

11.2 *Coverage*. Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

11.2.1 Workers' Compensation. Coverage to apply for all employees for statutory limits in compliance with applicable state and federal laws. Companies with four (4) or more employees shall be required to have workers' compensation coverage meeting the minimum requirements of this section. In addition, the policy must include:

(a) Employer's Liability with a limit of $100,000 each accident and disease.

(b) Notice of Cancellation or Restriction. The policy must be endorsed to provide City with thirty (30) days notice of cancellation or restriction.

(c) If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

11.2.2 Commercial General Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include:

(a) Minimum limits of $1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

(b) Premises and Operations.

(c) Independent Contractors.

(d) Products and Completed Operations (if applicable). Contractors shall maintain in force until at least three (3) years after completion of all services required under the Agreement, coverage for products and completed operations, including Broad Form Property Damage.

(e) Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless or indemnification agreement.

(f) Additional Insured. City is to be specifically included as an additional insured for any claims of liability against City resulting from operations of Franchisee under the Franchise or in performance of this Agreement and for any claims of liability against City for acts or omissions of City in connection with any alleged duty to supervise such operations. Franchisee's insurance including that applicable to City as an additional insured shall apply on a primary basis and any other insurance maintained by City shall be in excess of and shall not contribute with Franchisee's insurance. Franchisee's insurance shall contain a severability of interest provision, providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

(f) Notice of Cancellation or Restriction. The policy must be endorsed to provide City with thirty (30) days notice of cancellation or restriction.

(g) Coverage on an occurrence basis.

11.2.3 Business Auto Policy. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include:

(a) Minimum Limits of $1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

(b) Owned Vehicles.

(c) Hired and Non-Owned Vehicles.

(d) Notice of Cancellation or Restriction -The policy must be endorsed to provide City with thirty (30) days notice of cancellation and/or restriction.

(e) Additional Insured. City is to be specifically included as an additional insured. Franchisee insurance including that applicable to City as an additional insured shall apply on a primary basis and any other insurance maintained by City shall be in excess of and shall not contribute with Contractor's insurance. Contractor's insurance shall contain a severability of interest provision, providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Named Insured in the same manner as if separate policies had been issued to each.

11.3 *Certificates of Insurance*. Certificates of insurance evidencing the insurance coverage specified in the previous paragraphs shall be filed with City before the Effective Date. The required certificates of insurance not only shall name the types of policies provided, but also shall refer specifically to this Agreement and section and the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this contract. If the initial insurance expires prior to the expiration or termination of this Agreement, renewal certificates of insurance and required copies of policies shall be furnished thirty (30) days prior to the date of their expiration.

12. Default; Termination; Remedies.

12.1 *Default*. In the event that Franchisee defaults in the performance of any obligations to be performed by it hereunder or fails to comply with any applicable law, City may, in its sole discretion, after thirty (30) days written notice to Franchisee, terminate this Agreement. The City Administrator shall have the authority and discretion to determine such defaults on behalf of City and terminate this Agreement.

12.2 *Date of Termination for Default*. Termination shall be effective upon the date specified in City's written notice to Franchisee and upon such date this Agreement shall be deemed terminated.

12.3 *Remedies*. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other, or of any other remedy available to City, at law or in equity. Except as otherwise provided herein regarding the obligation of Franchisee to reimburse or pay City's costs and fees as provided in Section 10 of this Agreement, in any dispute between the parties arising from this Agreement and the enforcement hereof, each party shall bear their own attorneys' fees and costs.

13. General Provisions.

13.1 *Survival*. Except as otherwise expressly provided herein, each obligation in this Agreement to be performed by Franchisee shall survive the termination or expiration of this Agreement.

13.2 *Waiver*. The failure of City at any time to require performance by Franchisee of any provision hereof shall in no way affect the right of City thereafter to enforce the same. No waiver by City of any breach of any provision hereof shall be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

13.3 *Governing Law and Venue*. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Florida. Venue for resolution of any and all disputes between the parties and any legal action necessary to interpret or enforce this Agreement shall be in Orange County, Florida.

13.4 *Severability*. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid

provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent the entire Agreement from being deemed void, at the option of City, if a provision which is determined to be void is found by City, in its sole discretion, to form the essence of this Agreement. The City Administrator shall have the authority and discretion to determine such defaults on behalf of City and terminate this Agreement.

13.5 *Modification of the Agreement*. This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes all prior and contemporaneous agreements and understandings, representations and warranties, matters, whether oral or written, relating to such matters and this Agreement shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. Such modification shall be in the form of an Amendment executed by both parties.

13.6 *Independence of Parties*. It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of copartners or joint ventures between the parties hereto, or as constituting Franchisee as the agent, representative, contractor, or employee of City for any purpose whatsoever. Franchisee is and shall remain and be deemed to be independent of City as a strictly non-governmental proprietary business entity merely granted permission by City to operate its business enterprise within the Franchise Area pursuant to the Franchise granted by City.

13.7 *Resolution of Disputes*. Any and all disputes or disagreements arising out of this Agreement shall be subject to the decision of the Director, with the right of the Franchisee to appeal pursuant to Section 58-22, Code of Ordinances of the City of Apopka.

13.8 *Representations of the Franchisee*. Franchisee represents that: (a) it is either a sole proprietorship or a recognized legal entity duly organized and active under the laws of the State of Florida; (b) this Agreement has been duly authorized, executed, and delivered in the State of Florida; and (c) it has the required power and authority to perform this Agreement.

13.9 *Notices*. All dealings, contacts, notices, and payments between Franchisee and City shall be directed by Franchisee to the Director and by City to the Franchisee's Manager as follows:

As to City: _____
Director, Public Services Department
748 East Cleveland Street
Apopka, Florida 32703
Telephone: 407.703.1731

As to Franchisee: _____
_____
_____
_____

Notice of any change in a party's designated representative or contact information shall be provided to the other party as provided herein for delivery of notices. Except as otherwise provided in this Agreement, all notices, certificates, reports, requests, demands, materials, and other communications hereunder or pursuant to this Agreement shall be in writing and

deemed to have been duly given: (a) upon delivery (personally, by courier service such as FedEx or by other messenger) to the address of the appropriate party's designated representative; or (b) upon receipt as evidenced by the appropriate form of the United States Postal Service after mailing by United States registered or certified mail, return receipt requested, postage prepaid to such address; or (c) upon mailing if such registered or certified mail is refused by the recipient or returned unclaimed to the sender.

13.10 *Counterparts*. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy and all of which shall constitute one and the same instrument.

13.11 *Headings*. Captions and headings in this Agreement are for ease of reference only and shall not constitute a part of this Agreement nor affect its meaning, construction, or effect.

13.12 *Administration*. The Director shall have authority for day to day administration of this Agreement on behalf of City except as to such matters reserved herein to the City Administrator and as to any amendments to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

ATTEST:

_____
Susan Bone, City Clerk

CITY OF APOPKA, FLORIDA

_____
Bryan Nelson, Mayor

Approved as to form and legal sufficiency

_____
Michael A. Rodríguez, City Attorney

WITNESSES

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

[FRANCHISEE]

_____
Signature

_____
Print Name

_____
Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence OR □ online notarization, this _____ day of ____, 2021, by _____ _____, who is □ personally known to me OR □ who has produced _____ as identification.

_____
Notary Public

City of Apopka
CITY COUNCIL STAFF REPORT

Section: PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)
Item #: 6.
Meeting Date: March 6, 2024
Department: Finance Department

SUBJECT:
Resolution No. 2023-41: Amending the budget for the fiscal year beginning October 1, 2022, and ending September 30, 2023

REQUEST:
Council adoption of Resolution Number - 2023-41
Budget Amendment #: 15
Fiscal Year (FY): 2023
Total Amendment: **$1,040,981** *Dollar amounts may be rounded up.

SUMMARY:
On September 14, 2022, by Resolution Number 2022-44 the City Council adopted the final budgets for fiscal year (FY) 2022-2023. The City has committed to expenditures and has experienced unanticipated revenues/expenditures through the current fiscal year that need to be reflected in the budget. Florida Statutes, Section 166.241(4) requires the governing body amend the budget in the same manner as the original budget is adopted. Below are the following proposed amendments:

Amendment: Fire and Police Retirement Plan Contribution
Funding Source: Fire and Police Retirement Plans
Description: This amendment includes changes in revenues and appropriations for the general fund related to the fire and police retirement plans to be in compliance with the provisions of chapters 175/185 in which we received 2023 state premium tax monies for our fire and police pension plans in fiscal year 2024. Once the funds are received, we are required to submit them to the retirement plan as employer contributions. This transaction recognizes the revenue received and the associated appropriation for the contribution.

Account Number	Description	Debit	Credit
001-312-5100	Casualty Insurance Premium Tax (Fire)		$373,647
001-2110-522-2200	City Retirement Contribution - Fire	$373,647	
001-312-5200	Casualty Insurance Premium Tax (Police)		$667,334
001-2210-521-2200	City Retirement Contribution - Police	$667,334	
	Total Amendment	**$1,040,981**	**$1,040,981**

FUNDING SOURCE:
FY2022 - 2023 Budget

RECOMMENDED MOTION:
Adopted Resolution Number 2023-41

ATTACHMENTS:
1. Resolution Number 2023-41

RESOLUTION NO. 2023-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023, PROVIDING FOR A BUDGET AMENDMENT

WHEREAS, the City Council of the City of Apopka, Florida, has determined that the Budget for Fiscal Year 2022/2023 should be amended; and

WHEREAS, Florida Statutes, Section 166.241(4) requires the governing body amend the budgets in the same manner as the original budget is adopted; and

WHEREAS, the City Council adopted the final budgets for fiscal year 2022/2023 through resolution on September 14, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AS FOLLOWS:

SECTION 1: That the Budget for the City of Apopka, Florida, and Fiscal Year 2022/2023 is hereby amended for an amount totaling **$1,040,981** as indicated in the staff report which is attached hereto and made part of this Resolution by reference.

SECTION 2: Effective Date. This Resolution shall take effect upon final passage and adoption.

ADOPTED THIS 6th DAY OF MARCH 2024

CITY OF APOPKA, FLORIDA

_____
BRYAN NELSON, MAYOR

ATTEST:

_____
SUSAN BONE, CITY CLERK

City of Apopka
CITY COUNCIL STAFF REPORT

Section: PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)
Item #: 7.
Meeting Date: March 6, 2024
Department: Public Services

SUBJECT:
Resolution No. 2024-03: States the minimum conditions for the Individual Distributed Wastewater Treatment Systems stakeholders.

REQUEST:
Adopt Resolution 2024-03 stating the minimum conditions for all stakeholders involved in the Individual Distributed Wastewater Treatment System (IDWTS) Conversion Project.

SUMMARY:
The IDWTS conversion program was discussed as Business Item #3 on the Council Agenda for 2/21/2024. During this meeting, Council approved Amendment #4 to the St Johns River Water Management District Cost Share # 33662. However, the Resolution 2024-03 for the IDWTS for the stakeholders needed to be separately read and voted on for the proper acceptance protocol and that did not take place. We are requesting approval of Resolution 2024-03 that states the minimum conditions for the Individual Distributed Wastewater Treatment Systems stakeholders.

FUNDING SOURCE:
N/A

RECOMMENDED MOTION:
Adopt Resolution 2024-03 stating the minimum conditions for all stakeholders involved in the Individual Distributed Wastewater Treatment System (IDWTS) Conversion Project.

ATTACHMENTS:
1. Resolution #2024-03
2. Presentation of the City of Apopka's IDWTS presented on 2/21/24

RESOLUTION NO. 2024-03

A RESOLUTION OF THE CITY OF APOPKA, FLORIDA, ADOPTING THE MINIMUM CONDITIONS OF APPROVAL FOR THE INDIVIDUAL DISTRIBUTED WASTEWATER TREATMENT SYSTEM CONVERSION PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 18th, 2023, City staff, in conjunction with the Florida Department of Environmental Protection (the "FDEP") and the St. Johns River Water Management District, updated the City Council on the City's Individual Distributed Wastewater Treatment System ("IDWTS") Conversion Project (the "Project"); and

WHEREAS, based on the ongoing success of distributed wastewater treatment systems, the City wishes to expand the Project and integrate individual treatment systems into the Wekiva Glen Neighborhood; and

WHEREAS, participation in the Project is voluntary and any installation of an IDWTS unit requires submittal of an application, approval by the City, and is subject to certain standards and conditions; and

WHEREAS, in order to facilitate the conversion of septic tanks to IDWTS units on private properties, the City wishes to establish the minimum standards and conditions for each participating party; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA:

SECTION 1. The findings set forth in the recitals above are adopted and fully incorporated herein as legislative findings of the City Council.

SECTION 2. The "Individual Distributed Wastewater Treatment System Minimum Standard Conditions for Installation: Property Owner Responsibilities" as set forth in full in **Exhibit A**, which is attached hereto and incorporated herein, is hereby adopted by this Resolution and in the future reference to such conditions may be made by reference to this Resolution. Copies of this Resolution, including incorporated exhibits, shall be kept on file with the Clerk's Office and be available for distribution.

SECTION 3. The "Individual Distributed Wastewater Treatment System Minimum Standard Conditions for Installation and Maintenance: OnSyte Performance LLC Responsibilities" as set forth in full in **Exhibit B**, which is attached hereto and incorporated herein, is hereby adopted by this Resolution and in the future reference to such conditions may be made by reference to this Resolution. Copies of this Resolution, including incorporated exhibits, shall be kept on file with the Clerk's Office and be available for distribution.

SECTION 4. The "Individual Distributed Wastewater Treatment System Minimum Standard Conditions for Installation and Maintenance: City of Apopka Responsibilities" as set forth in full in **Exhibit C**, which is attached hereto and incorporated herein, is hereby adopted by this Resolution and in the future reference to such conditions may be made by reference to this Resolution. Copies of this Resolution, including incorporated exhibits, shall be kept on file with the Clerk's Office and be available for distribution.

SECTION 5. The City of Apopka's "Septic to Distributed Sewer Customer Application" as set forth in full in **Exhibit D**, which is attached hereto and incorporated herein, is hereby adopted by this Resolution and in the future reference to such conditions may be made by reference to this Resolution. Copies of this Resolution, including incorporated exhibits, shall be kept on file with the Clerk's Office and be available for distribution.

SECTION 6. The City of Apopka's "Utility Service and Hold Harmless Agreement" as set forth in full in **Exhibit E**, which is attached hereto and incorporated herein, is hereby adopted by this Resolution and in the future reference to such conditions may be made by reference to this Resolution. Copies of this Resolution, including incorporated exhibits, shall be kept on file with the Clerk's Office and be available for distribution.

SECTION 7. SEVERABILITY. Should any word, phrase, sentence, subsection, or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection, or section so held shall be severed from this Resolution and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

SECTION 8. CONFLICT. All resolutions or part thereof in conflict herewith are, to the extent of such conflict, repealed.

SECTION 9. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

This Resolution is adopted this _____ day of _____, 2024.

ATTEST:

_____
Bryan Nelson, Mayor

_____
Susan Bone, City Clerk

APPROVED AS TO FORM:

_____
Clifford Shepard, City Attorney

"EXHIBIT A"

Individual Distributed Wastewater Treatment Systems
Minimum Standard Conditions for Installation and Maintenance:
PROPERTY OWNER RESPONSIBILITIES

A Property Owner approved by the City of Apopka (the "City") for installation of an Individual Distributed Wastewater Treatment System ("IDWTS") unit shall provide the following:

1. Set up a sewer account and pay the IDWTS Conversion Project initiation service fee of $35.00 to the City's Utility Billing Department.
2. Pay the monthly service fee of $46.00, which is added onto his or her monthly City Utility Bill. This fee will increase a minimum of 3% annually based on inflation and operating costs. In addition, the Property Owner shall be separately responsible for and pay any extraordinary or additional costs and expenses that arise out of or from an IDWTS unit installation or connection unique to the subject Property with relation to the drain field.
3. Provide a working, up-to-code septic drain field located on his or her property. The Property Owner shall maintain the septic drain field and is solely responsible for all costs associated with proper maintenance or replacement.
4. Remit the full cost of any repair work or replacement of the IDWTS unit upon the City's determination that the IDWTS unit was damaged or destroyed, either intentionally or negligently, by the Property Owner or the Property Owner's invitee.
5. Provide right-of-way access to the City and its agents to install, maintain, test, and repair the IDWTS unit or its system components. The Property Owner acknowledges and agrees that only City personnel or its agents may service the unit. Attempted repair by anyone other than trained and qualified City personnel may cause serious injury or death or may damage the IDWTS unit or other property.
6. Prior to the installation of the unit, allow for the repair or upgrade of the home electrical system at the Property Owner's expense, if required.
7. The IDWTS unit is a permanent fixture on the Property, and the Property Owner agrees that the unit may not be disconnected or removed unless the Property Owner chooses to or becomes required to connect to the City's sanitary sewer system, in compliance with City Code.
8. Provide a continuous and uninterrupted supply of electric current to the IDWTS unit. Any instance in which the supply of electricity to the IDWTS unit pump, panel, or other electrically operated IDWTS component is interrupted, whether by disconnection of electric utility service or otherwise for any reason, will be immediately reported to the City and may trigger a site visit by a repair technician. The Property Owner shall pay or cause payment of all charges and fees that may arise from such temporary interruption, except when the interruption was necessary for maintenance or repairs, or such interruption is beyond the control of the Property Owner or utility user.

9. Refrain from discharging or allowing others to discharge the following materials into the IDWTS unit: plastic, cloth, cigarette stubs, paper towels and tissue paper, acids or caustics, soaps or cleaning materials which have a high or low pH factor (use low suds detergents if possible), disposable diapers, rubber products, automatic toilet disinfection products, excess grease or fatty materials, motor oils, grease, kerosene, gasoline, paints, or backwash from water softeners or reverse osmosis systems.
10. Prevent children or others from playing on or near the IDWTS unit or associated components, as it could result in serious harm or death.
11. Refrain from opening, altering, or otherwise modifying the control panel for the IDWTS unit.

"EXHIBIT B"

Individual Distributed Wastewater Treatment Systems
Minimum Standard Conditions for Installation and Maintenance:
ONSYTE PERFORMANCE LLC RESPONSIBILITIES

Upon approval from the City of Apopka (the "City") to install and maintain an Individual Distributed Wastewater Treatment System ("IDWTS") unit on a particular property, OnSyte Performance LLC ("OnSyte") shall provide the following:

1. Prior to installation, obtain all permitting necessary to install, maintain, and operate the IDWTS units from the Florida Department of Environmental Protection (the "FDEP").
2. Prior to installation, secure all required performance and payment bonds.
3. Maintain and keep active all operational licenses required by federal, state, or local law throughout the course of service.
4. Purchase and maintain proper insurance, as determined and authorized by the City.
5. Prior to installation, provide the City with proper plans and specifications, as designed by a Florida licensed professional engineer, which meet the requirements provided in the FDEP Guidance Documents for IDWTS units.
6. Prior to installation, assess the proposed property, verifying and documenting any existing septic tank, drain field, and any other improvement, including underground utilities and irrigation systems. During such assessment, OnSyte shall inspect the drain field to determine whether the field can adequately meet the operational requirements of the IDWTS unit. OnSyte shall notify the City and the Property Owner if the Owner's drain field fails to meet said requirements.
7. Be responsible for the installation, operation, and maintenance of all IDWTS units during the term of the Master Service Agreement or other contract, including:
    a. Providing pump out services for a Property Owner's existing septic tank.
    b. Providing all labor, materials, and equipment necessary to properly install and maintain each IDWTS unit.
    c. Restoring the site of the IDWTS unit installation with sod, mulch, or other material to the reasonable satisfaction of the Property Owner.
    d. Continuously monitoring the IDWTS unit through the Supervisory Control and Data Acquisition ("SCADA") system.
    e. Inspecting the location of each IDWTS unit at least twice per year.
    f. Maintaining and/or repairing all IDWTS units, as necessary, pursuant to the Master Service Agreement, as amended, or other contract executed by the City and OnSyte.

g. Ensuring compliance with all FDEP permit requirements, as applicable, including but not limited to, delivering samples to a certified lab of the City's choosing and submitting monthly discharge monitoring reports and malfunction reports.

h. Responding to complaints and/or service requests by Property Owners in a timely manner.

i. Responding to system alarms in a timely manner.

j. Re-seeding the IDWTS unit as required, should the dwelling become vacant for a period of longer than ninety (90) days.

k. Following all other conditions of the Master Services Agreement, as amended, and any other contract executed by the City and OnSyte.

8. Provide proper legal abatement for each property's existing septic tank.

"EXHIBIT C"

Individual Distributed Wastewater Treatment Systems
Minimum Standard Conditions for Installation and Maintenance:
CITY OF APOPKA RESPONSIBILITIES

The City of Apopka (the "City") shall provide the following relating to the City's Individual Distributed Wastewater Treatment System (IDWTS) Conversion Project:

1. Oversee the application, approval, and installation process of each IDWTS unit.
2. Collaborate and assist OnSyte Performance, Inc. ("OnSyte") with complying with permits issued by the Florida Department of Environmental Protection (the "FDEP"), as applicable.
3. Monitor all data generated by OnSyte for completeness and accuracy.
4. Take steps to ensure that complaints and/or requests for service by Property Owners are timely addressed and that any needed repairs are completed in a timely manner.
5. Charge and collect the monthly service fees from each Property Owner.
6. Pay OnSyte a monthly maintenance fee to be determined in writing by OnSyte and the City.
7. Pay the monthly sample analysis fees to an environmental laboratory of the City's choosing, which is certified by the National Environmental Laboratory Accreditation Program, as required by FDEP permits.
8. In the event of the termination of the Master Service Agreement between the City and OnSyte, the City shall take over the operation and maintenance of any IDWTS units, either directly or through a third-party contract.

"EXHIBIT D"

City of Apopka Septic to Distributed Sewer
Customer Application
150 E. 5th Street, Apopka, Florida 32703
Phone: 407-703-1727 Fax: 407-703-1630

PROPERTY OWNER NAME:

_____

(One person only please)

SERVICE ADDRESS:

_____

BILLING ADDRESS:

_____

CUSTOMER'S HOME PHONE #: _____

ALTERNATE PHONE #: _____

DRIVER'S LICENSE #: _____

STATE: _____ DATE OF BIRTH: _____

The City of Apopka (the "City") has obtained funding from the St. Johns River Water Management District to operate its Septic to Distributed Sewer Program (the "Program") at little or no cost to eligible Property Owners. The Program will cover the cost of the initial screening, septic system inspection, septic tank abandonment, electrical service connection, new treatment unit installation, and sod or mulch (at the Property Owner's option) to cover the excavated area.

This is a voluntary program and Property Owners are subject to an inspection and approval process. Approval of each application shall be subject to and conditioned on compliance with the provisions contained herein, and all other applicable codes, laws, regulations, resolutions, and specifications provided by the City. The Florida Department of Environmental Protection considers individual distributed wastewater treatment systems ("IDWTS") a viable alternative to centralized domestic wastewater treatment facilities and traditional septic tanks. The IDWTS units offer an advanced nutrient-removal wastewater treatment process analogous to large wastewater treatment plants without the environmental risks posed by failing septic tanks. Once treated, the water is safely discharged underground, utilizing a properly designed drain field.

If the condition of the Property Owner's existing septic system or electrical system requires improvements, or if the location of the work is significantly obstructed by landscaping or

hardscaping, additional costs may be incurred. Such costs, if any, will be disclosed to the Property Owner in writing, following an inspection. The Property Owner will be under no obligation to proceed but may do so by submitting payment for any additional costs.

Once installed, the IDWTS unit will be serviced and maintained by the City or its agents for a monthly Distributed Sewer Service Fee. The fee will increase a minimum of 3% annually, at the City's sole discretion, based on inflation and operating costs. Beyond the monthly service fee, the Property Owner must bear the cost of maintaining, or replacing, if applicable, the Owner's drain field. In addition, the Property Owner is responsible for all costs associated with any damage or destruction, whether intentionally or negligently, to the IDWTS unit, system components, and/or the drain field.

The City of Apopka reserves the right to take action, including but not limited to terminating water services, against any Property Owner who fails to: pay any fees charged in relation to the IDWTS unit; properly maintain the property, including the drain field, in a manner that effectuates the successful operation of the IDWTS unit; and/or remit the full cost of replacing the IDWTS unit at end of the unit's service life.

Conversion and Installation

Conversion to Distributed Sewer is accomplished by replacing an existing septic tank with an IDWTS unit. This process is minimally invasive and typically involves the following steps:

1. A licensed electrician will install a dedicated circuit and a service disconnect box on the exterior wall of the home closest to the location of the IDWTS unit.
2. A utility locate will be performed to locate primary underground utility lines.
3. The existing septic tank will be pumped out and either abandoned in place or removed entirely.
4. A IDWTS unit will be installed underground either adjacent to or in the same place as the decommissioned septic tank. All proper connections will be made, and the unit will be tested to ensure successful operation.
5. The installation site will be leveled and sodded or mulched, at the Property Owner's option.

A typical installation takes one day or less and requires disruption of the Property's plumbing for approximately three hours. The Property Owner is responsible for repairing, upgrading, or otherwise ensuring the compatibility of the drain field prior to the installation of the IDWTS unit. Any electrical system repairs or upgrades deemed necessary for the compatible use of the IDWTS unit will be performed by the City or its agents prior to or during the unit's installation, at the Property's Owner's expense.

I, _____, the Property Owner, understand and agree that I am responsible for all applicable charges associated with the service requested and will continue to be responsible for ongoing Distributed Sewer Service Fees as long as the system remains in place. I

have been provided with an estimate of additional costs, if any, and I understand and acknowledge that the City of Apopka is not responsible for these additional costs. I further understand that I shall be solely responsible for all costs associated with any damage or destruction to the IDWTS unit, associated structure, and/or the drain field, which arises out of or is caused by the intentional or negligent act of the Property Owner, or the Owner's invitees.

I further understand that once the IDWTS unit is installed, the system may not be disconnected or removed, and shall become a permanent fixture on the property, unless the property becomes lawfully connected to the City's wastewater system, or the unit reaches the end of its service life.

I understand the City charges utility bills monthly, and that payment is due within twenty (20) calendar days of the date of charge. I also understand that I am liable for late fees that may be charged based on payments made after the provided due date or any ongoing, outstanding balances.

I expressly agree to pay the non-refundable $35.00 initiation of service fee, which will be charged on my first utility bill.

Installation Authorization:

Customer's Signature: _____ Date: _____

*********DO NOT WRITE BELOW THIS LINE, FOR OFFICE USE ONLY*********

Deposit Card #: _____ Work Order #: _____ Rcvd by: _____

Acct #: _____

"EXHIBIT E"

CITY OF APOPKA UTILITY SERVICE AND HOLD HARMLESS AGREEMENT

In consideration of the request for the initiation of service provided by the City of Apopka (the "City"), the undersigned applicant (the "Property Owner") and the City agree upon the following terms:

1. Prior to commencing the installation of an individual distributed wastewater treatment system ("IDWTS") unit, the Property Owner agrees to fully inspect the premises to determine that all taps and faucets are closed and that the service lines are not broken, punctured, or otherwise obstructed.

2. The Property Owner agrees that he/she will indemnify and hold the City, its officers, employees, and agents, harmless from, any and all loss, damage, action, claim, suit, judgment, cost, or expense for injury to persons (including death) or damage to property and improvements (including destruction), in any manner resulting from or arising out of the installation, replacement, maintenance or failure to maintain, use, existence, or removal of an IDWTS unit or its related components on the Owner's Property pursuant to the City's Septic to Distributed Sewer Program, except to the extent such loss or damage is caused by the gross negligence of the City or its officers, employees, or agents.

3. The Property Owner understands and agrees that installing, repairing, and replacing any underground service requires trenching or excavating. The City and/or or its officers, employees, or agents will not be held responsible for any damage that may result to landscaping, trees, shrubbery, and other above-ground objects when work, such as trenching and excavating, is required to provide services to the Property. Further, the City and/or its officers, employees, or agents will not be responsible for providing erosion control measures, re-seeding or re-sodding lawns, or replacing gravel in the area(s) disturbed due to said services. **The Property Owner assumes full responsibility for any repair thereof.**

4. The Property Owner understands and agrees that trucks and equipment must access the Property to maintain the IDWTS unit and associated structures. While the City and/or its officers, employees, or agents agree to perform the services in a professional manner and use reasonable precaution to avoid or minimize damage to obvious above-ground objects such as paved driveways, curbs, gutters, trees, shrubbery, crops, sidewalks, and buildings, the City and/or its officers, employees, or agents will not be held responsible for any damage that may result as a result of the work required to provide service to said Property. **The Property Owner assumes full responsibility of any repair thereof.**

5. It is further agreed that any investigation or inspection that may be conducted by the agents of the City prior to initiation of service will not amount to an undertaking of any responsibility or liability and such inspection will not be considered a waiver of the City's reliance upon the Property Owner to fully inspect the premises prior to the initiation of

service, and to indemnify and hold harmless the City from any damages that may be subject to the above conditions. For Property Owners who have irrigation systems or secondary or auxiliary utilities, the City and its agents are not responsible for damage to such irrigation systems or utilities.

6. An initiation of service fee will be assessed and will appear on the Property Owner's first utility bill. The City reserves the right to withhold service connection until all required applications have been completed and approved and all deposits have been paid, or other contractual arrangements have been mutually agreed upon. Upon the City's approval of the Property Owner's application for service, the application shall constitute a service contract, which is subject to the conditions contained herein, and all other applicable City rules, regulations, rates, and policies.

7. The Property Owner shall remain the fee simple owner of his/her drain field and is responsible for any repair or replacement of said field. By application for and participation in the City's Septic to Distributed Sewer Program, the Property Owner agrees to ensure that the drain field remains accessible to the City and its agents at all times for inspection and proper maintenance and repair and poses no hazard to public health or safety.

8. RIGHT-OF-WAY AND ACCESS. By application for and participation in the City's Septic to Distributed Sewer Program, the Property Owner grants to the City and its agents an easement on and across the Property for access to the IDWTS unit and its related components. The Property Owner shall always keep the area around all IDWTS components readily accessible and unobstructed. For purposes of this subsection the term "accessible and unobstructed" means that no structures, plantings, fencing, or other improvements or fixed objects shall be constructed, installed, or placed on, above, in, or below the Property within five feet of any IDWTS components, excluding those installations necessary and a part of the IDWTS unit or its connections. The City may remove or cause removal of, at the Property Owner's expense and with no liability to the City, any such encroachment found by the City to inhibit or otherwise interfere with access to the IDWTS unit or any of its components. The Property Owner shall be responsible for any property restoration after such removal. The City and its agents shall have the right of ingress and egress over the subject Property at all reasonable hours to perform any installations, connections, inspections, maintenance, repairs, or other activities associated with the IDWTS unit. For purposes of this subsection "reasonable hours" means all daylight hours and hours after daylight for which an appointment has been made or any time when immediate repairs are necessary as determined by the City. The Property Owner shall provide the City and its agents with all necessary clearances and gate codes, if any, to access to the subject Property. Failure to provide such access may be grounds for discontinuance of service and relocation of equipment at the Property Owner's expense. Neither the City nor its agents shall be liable for trespass during the performance of these activities.

9. TO PREVENT MALFUNCTION OF AN IDWTS UNIT, THE CITY PROHIBITS THE DISCHARGE OF CERTAIN MATERIALS INTO TOILETS OR DRAINS, INCLUDING BUT NOT LIMITED TO: plastic, cloth, cigarette stubs, paper towels and tissue paper,

acids or caustics, soaps or cleaning materials which have a high or low pH factor (use low suds detergents if possible), disposable diapers, rubber products, automatic toilet disinfection products, excess grease or fatty materials, motor oils, grease, kerosene, gasoline, paints, or backwash from water softeners or reverse osmosis systems. Any damage to the treatment unit due to the discharge of prohibited materials will be repaired by the City or its agents at the Property Owner's sole expense.

10. TO FUNCTION PROPERLY, THE IDWTS UNIT MUST BE SERVICED ONLY BY A QUALIFIED PROFESSIONAL. ATTEMPTED REPAIR BY ANYONE OTHER THAN A QUALIFIED PROFESSIONAL MAY CAUSE SERIOUS INJURY OR DEATH OR MAY OTHERWISE DAMAGE THE UNIT OR RELATED PROPERTY. Any damage or destruction of the IDWTS unit or any of its components resulting from an attempt to repair any part of the system by any person or professional other than a qualified professional as designated by the City will be at the Property Owner's sole expense.

11. DO NOT DISCONNECT THE POWER TO THE IDWTS UNIT. DO NOT ALLOW CHILDREN TO PLAY ON OR AROUND THE UNIT. DO NOT OPEN THE CONTROL PANEL. The IDWTS unit requires access to power to operate and communicate with the City's utility operators or its agents. Any instance in which the supply of electricity to the IDWTS unit pump, panel, or other electrically operated IDWTS component is interrupted, whether by disconnection of electric utility service or otherwise for any reason, is immediately reported to the City and may trigger a site visit by a repair technician. The Property Owner shall pay or cause payment of all charges and fees that may arise from such temporary interruption, except when the interruption was necessary for maintenance or repairs or such interruption is beyond the control of the Property Owner or utility user.

_____ _____

Signature Date

_____

Name, Property Owner

_____

City of Apopka Representative

City of Apopka Individual Distributed Wastewater Treatment System (IDWTS) Conversion Project February 21, 2024

SJRWMD Cost Share Agreement Amendment 4

Recap of Previous Presentations

- On October 18th 2023, staff presented Amendment #4 to SJRWMD Cost Share #33662 for the continuation of the Individual Distributed Wastewater Treatment System (IDWTS) Conversion Project in the Wekiva Glen Neighborhood.
  - This Amendment adds $1,162,500 to the existing cost share agreement to continue this project
  - It extends the completion deadline to March 30, 2025.
- The original intent of the Cost Share's is to help cover the costs to install technologically advanced nutrient removal units in the Priority Focus area of Wekiva Springs
  - This cost share requires that traditional septic tanks are replaced with Nutrient Reducing units that will have an average total nitrogen of 20mg/L prior to the drain field.
  - This does not hold us to a specific vendor.
  - OnSyte Performance LLC is the only Sequencing Batch Reactor (SBR) IDWTS vendor vetted by FDEP Florida Marketplace that can preform complete turnkey operation of these units.

Recap of Previous Presentations

- Several questions were raised by Council at the October 18th 2023 presentation and answers were provided at the November 15th 2023 presentation on:
  - Who is responsible for the units?
  - Life Span of the Units?
  - Repairs to the existing units?
  - Cost of long term ownership?
  - Benefits of the systems?
  - What is the long term strategy for the program?
  - How much would it cost to convert these home owners to central sewer?

Recap of Previous Presentations

- At the conclusion of the November 15th 2023 presentation, Council gave specific directions to add the following items to the existing program for their final consideration of the program. Those directions were:
  - Clarity on the IDWTS program, installation, and maintenance and the responsibility of each party.
  - Add verbiage either by Resolution or through the Installation and Maintenance Contracts with future and existing Property Owners about who would be responsible to cover the full cost of replacement at the end of the service life of the unit.

Current Situation

- Between the November 2023 presentation and present, Council members met with representatives of OnSyte to discuss their concerns with the current program, and for any future installations
  - During this meeting OnSyte agreed to revise the Master Services Agreement to clarify language about exactly what is covered under the Service portion of the agreement including full replacement of the units if they fail or reach the end of service life.

- Based on the directions at the November 2023 presentation, we have prepared Resolution #2024-03, which depicted the minimum conditions of approval for the Individual Distributed Wastewater Treatment Systems (IDWTS) conversion.

Main Items of the Resolution #2024-03

- The City wishes to expand the Project and integrate individual Distributed Wastewater Treatment Systems (IDWTS) in the Wekiva Glen Neighborhood.
- Participation in the Project is voluntary and any installation of an IDWTS unit requires submittal of an application, approval by the City, and is subject to certain standards and conditions.
- In order to facilitate the conversion of septic tanks to IDWTS units on private properties, the City wishes to establish the minimum standards and conditions for each participating party.

Main Items of the Resolution #2024-03, continued:

- SECTION 2. “Property Owner Responsibilities" as set forth in full in **Exhibit A**,
- SECTION 3. “OnSyte Performance LLC Responsibilities" as set forth in full in **Exhibit B**,
- SECTION 4. “City of Apopka Responsibilities" as set forth in full in **Exhibit C,**
- SECTION 5. The City of Apopka’s “Septic to Distributed Sewer Customer Application" as set forth in full in **Exhibit D,** and
- SECTION 6. The City of Apopka’s “Utility Service and Hold Harmless Agreement" as set forth in full in **Exhibit E**

Highlights of the Property Owner Responsibilities

- Pay the monthly service fee and program initiation fee, the same as paying the account and monthly billing fees to connect to sewer.
- Provide a working, up to code drain field.
- Full cost of any repairs if the unit is damaged by the property owner.
- Not removing the unit unless connecting to the City's Central Sewer system.
- Not discharging unallowed items to the unit.
- Not attempting repair to the units themselves.
- Not disconnecting power to the unit.

Highlights of the OnSyte Performance LLC Responsibilities

- Obtain all required permits.
- Maintain any required licenses and insurance.
- Make a pre-site visit to locate any utilities, inspect the existing drain field, and preform any other needed upgrades to allow for installation of the unit.
- Pump out the existing septic tank and legally abate it.
- Provide all labor, materials, and equipment for installation and maintenance of the units.
- Restore the site to the property owners' satisfaction per the contract.
- Installation and continuous monitoring of the SCADA system.
- All operations and Maintenance per the Master Services Agreement.
- Responding to customer complaints and alarms in a timely manor.
- During the term of the Master Services agreement full replacement of the unit if it were to fail or reach the end of its service life.

Highlights of the City of Apopka's Responsibilities

- Monitor the work of OnSyte Performance LLC during installation and through the life of the Master Services Agreement.
- Monitor and verify all data from OnSyte submitted to the FDEP.
- Collect the monthly maintenance fees and pay the monthly Bill to OnSyte.
- Pay the monthly sample analysis fees.
- Take over the operation and maintenance of the units if the Master Services agreement ceases for any reason.

Council Requested Actions

- Approve SJRWMD Cost Share Amendment #4 which with the addition of existing funds, equal $1,178,737 to fully realize the project.
- Adopt the Resolution No. 2024-03 for the Minimum Conditions for the Individual Distributed Wastewater Treatment Systems defining the following:
  - Property Owner Responsibilities
  - OnSyte Performance LLC Responsibilities
  - The City of Apopka Responsibilities
  - The Septic to Distributed Sewer Customer Application
  - The City of Apopka Utility Service Hold Harmless Agreement
- Approve the use of the Master Services Agreement with its amendment defining what repairs and replacements are covered under the operation and maintenance provisions.

City of Apopka
CITY COUNCIL STAFF REPORT

Section: PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)
Item #: 8.
Meeting Date: March 6, 2024
Department: Finance Department

SUBJECT:
Resolution No. 2024-05: Amending the budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024.

REQUEST:
Council adoption of Resolution Number 2024-05
Budget Amendment #: 03
Fiscal Year (FY) 2024
Total Amendment: **$3,278,280*** Dollar amounts may be rounded up.

SUMMARY:
On September 20, 2023 and December 6, 2023, by Resolution Number 2023-31 and 2023-39, the City Council adopted the final budgets for fiscal year (FY) 2023-2024. The City committed to expenditures and has experienced unanticipated revenues/expenditures through the current fiscal year that need to be reflected in the budget. Florida Statutes, Section 166.241 (4) requires the governing body amend the budget in the same manner as the original budget is adopted. Below are the following proposed amendments:

1. Amendment: Emergency Designation - Vick Roadway Wastewtaer System Force Main Repairs

Funding Source: Utility Operating Fund Reserves
Description: On the meeting of March 6, 2024, staff requested acceptance and ratification of an Emergency Designation with Providence Construction Company, Amici Engineering Contractors, and Stage Door II for the emergency repair of the Vick Roadway Wastewater System Force Main. On February 12, 2024, while the contractor completed the installation of the temporary bypass system to allow the upstream wastewater flowing from Ponkan Road to travel back to the Lift Station #73, the upstream section of the wastewater system failed causing wastewater to begin coming out of the ground, spilling onto the roadway. A total of 3 intrusions occurred in the existing ductile iron pipe wastewater force-main pipe line, therefore causing a depression on both the Ponkan Road and Vick roadways, affecting the motoring public. The Public Service staff has estimated the total cost to be $537,194. This is an unplanned event and will require the use of Utility Operating Reserves to cover the costs.

Account Number	Description	Debit	Credit
401-389-0009	Carry-Over Appropriations (Budget/Reserves)		$537,194
401-3171-535-6400	Repairs and Maintenance Services	$537,194	
	Total Amendment	**$537,194**	**$537,194**

2. Amendment: Apopka Wastewater Reservoir Lining and Reuse Water Treatment Plant Facility (RWTP) Upgrades.

Funding Source: Utility Impact Fee Fund Reserves
Description: The Public Service Department is requesting additional funding in the amount of $850,000 for the Apopka Wastewater Reservoir Lining and RWTP at Cleveland to accomplish the following:

1. Perform an update capacity analysis of and re-rate the waste water treatment plant permit.
2. We have just excavated the borrow pit and received revenue from the dirt sales. Now we need to perform geotechnical analysis and Civil design to make the excavated borrow pit permittable to function as a reuse storage pond with all its appurtenances.
3. The existing Apopka Reclaimed Water Storage Pond Pump station needed to be upgrade with all its appurtenance. We need funding to perform the analysis and develop the engineering plan and specifications

Account Number	Description	Debit	Credit
403-389-0009	Carry-Over Appropriations (Budget/Reserves)		$850,000
403-3123-535-6300	Improvements Other Than Buildings	$850,000	
	Total Amendment	**$850,000**	**$850,000**

3. Amendment: Border Lake Study

Funding Source: General Fund Reserves (Earmarked Duke Funds)
Description: The Public Service staff is requesting this funding since the project involves conceptual & final design, permitting, and construction of a permanent solution to reduce flooding of lakes, homes and roads in the region surrounding Border Lake, Lake Cortez, Piedmont Lake, and Lake Page. The project will also add additional reclaimed water to City's Reuse Water Distribution System, thus reducing reliance on potable wells.

Account Number	Description	Debit	Credit
001-389-0009	Funding from Reserves		$250,000
001-9011-581--9141	Transfer to Water & Sewer Fund	$250,000	
401-381-0010	Transfer from General Fund		$250,000
401-3410-539-3100	Professional Services	$250,000	
	Total Amendment	**$500,000**	**$500,000**

4. Amendment: Individual Distributed Wastewater Treatment System (IDWTS) Conversion Project in the Wekiva Glen Neighborhood.

Funding Source: Amendment 4 Saint Johns River Water Management District Cost-Share Contract #33662.
Description: On March 6, 2024, City Council approved Amendment 4 of SJRWMD Cost-Share Contract #33662, reflecting an additional $1,178,738 for this proposal, which represents 75% of the total cost. The IDWTS Conversion Project includes installing an additional ninety (90) OnSyte units in the Wekiva Glen neighborhood.

Account Number	Description	Debit	Credit
401-389-3000	Proprietary – State Grants & Donations		$1,178,738
401-3121-535-6300	Transfer to Water & Sewer Fund	$1,178,738	
	Total Amendment	**$1,178,738**	**$1,178,738**

5. Amendment: Northwest Recreation Complex Relief Driveway (Exit Road)

Funding Source: Recreation Impact Fee Reserves
Description: The Northwest Recreation Complex Relief (Exit) Road is a project that will bring a new exit roadway and additional parking, from the existing parking lot near the southern park property fence line, out to Jason Dwelley Parkway. The exit roadway will help provide improved vehicle exiting for park visitors from the existing parking lot and will also provide new parking areas that will service the inclusive playground being installed in that area of the park. The project engineering and design estimates for construction now bring the estimated project total to over $1.3m, leaving a budget shortfall of an estimated $450,000 dollars for the project.

Account Number	Description	Debit	Credit
104-389-0009	Carry-Over Appropriations (Budget/Reserves)		$450,000
104-3614-572-6300	Transfer to Water & Sewer Fund	$450,000	
	Total Amendment	**$450,000**	**$450,000**

6. Amendment: Fiscal Year 2022 Edward Byrne Memorial Justice Assistance Grant JAG-Countywide (JAGC)

Funding Source: JAG Grant
Description: On March 6, 2024, Council approved the Apopka Police Department has been sub awarded Federal funds from the US Department of Justice (USDOJ) through the Florida Department of Law Enforcement (FDLE). The funds are going to be used to purchase equipment to enhance our operational capabilities for our School Resource Officers (SROs) and improve our training center.

Account Number	Description	Debit	Credit
001-337-2003	JAG Grant		$12,348
001-2210-521-6400	Equipment	$12,348	
	Total Amendment	**$12,348**	**$12,348**

FUNDING SOURCE:
FY2023-2024 Budget

RECOMMENDED MOTION:
Adopt Resolution Number 2024-05

ATTACHMENTS:
1. Resolution Number 2024-05_Budget Amendment #3

RESOLUTION NO. 2024-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, PROVIDING FOR A BUDGET AMENDMENT

WHEREAS, the City Council of the City of Apopka, Florida, has determined that the Budget for Fiscal Year 2023/2024 should be amended; and

WHEREAS, Florida Statutes, Section 166.241(4) requires the governing body amend the budgets in the same manner as the original budget is adopted; and

WHEREAS, the City Council adopted the final budgets for fiscal year 2023/2024 through resolution on September 20, 2023 and re-adopted December 6, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AS FOLLOWS:

SECTION 1: That the Budget for the City of Apopka, Florida, and Fiscal Year 2023/2024 is hereby amended for an amount totaling **$3,278,280** as indicated in the staff report which is attached hereto and made part of this Resolution by reference.

SECTION 2: Effective Date. This Resolution shall take effect upon final passage and adoption.

ADOPTED THIS 6**th DAY OF MARCH 2024**

CITY OF APOPKA, FLORIDA

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BRYAN NELSON, MAYOR

ATTEST:

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SUSAN BONE, CITY CLERK