

*Valencia Water
Control District*

Agenda

June 13, 2023

LANDOWNERS' MEETING

AGENDA

AGENDA

54th ANNUAL MEETING OF ALL LANDOWNERS WITHIN VALENCIA WATER CONTROL DISTRICT

June 13, 2023
1 P.M.

LAKE RIDGE VILLAGE CLUBHOUSE
10630 LARISSA STREET
WILLIAMSBURG
ORLANDO, FLORIDA 32821

Item:

1. Call meeting to order
2. Acknowledge Notice of Meeting Proof of Publication
3. Approval of minutes of the June 14, 2022 Annual Landowners' Meeting
4. Accept any nominations from the floor to fill the expiring Supervisors' positions:
 - 5-year term, 2023 to 2028, other than Debra Donton
 - 1-year term, 2023 to 2024, other than Amanda Whitney
5. Verify Landowners present that are planning to vote in person and number of voting units represented by each. Cast votes and record totals.
6. Tabulate total of votes cast in person and by proxy
7. Annual Report of the District Engineer (David Mahler)
8. Annual Report of the District Legal Affairs (Stephen Broome)
9. Annual Report of the Treasurer (George S. Flint) – Draft FY2022 Audit Report
10. Other business or concerns of Landowners within the District
11. Adjournment of Meeting of Landowners

SECTION II

Orlando Sentinel

MEDIA GROUP

Published Daily
ORANGE County, Florida

Sold To:

Valencia Water Control District - CU00121643
219 E. Livingston Street
Orlando, FL 32801

Bill To:

Valencia Water Control District - CU00121643
219 E. Livingston Street
Orlando, FL 32801

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized
representative of the ORLANDO SENTINEL, a DAILY newspaper
published in ORANGE County, Florida; that the attached copy of
advertisement, being a Legal Notice in:

The matter of 11150-Public Hearing Notice
Was published in said newspaper by print in the issues of, or by publication
on the newspaper's website, if authorized on May 23, 2023; May 30, 2023.

Affiant further says that the newspaper complies with all legal requirements
for publication in Chapter 50, Florida Statutes.



Rose Williams

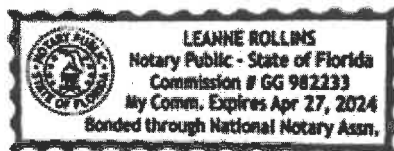
Signature of Affiant

Name of Affiant

Sworn to and subscribed before me on this 31 day of May, 2023,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

7437413

**IN THE CIRCUIT COURT, NINTH JUDICIAL
CIRCUIT, IN AND FOR ORANGE
COUNTY, FLORIDA CASE NO. 70-125**

**IN RE VALENCIA WATER
CONTROL DISTRICT TO ALL OWNERS
OF LAND WITHIN VALENCIA WATER
CONTROL DISTRICT**

YOU ARE HEREBY NOTIFIED that, pursuant to Section 298.12, Florida Statutes, the Annual Meeting of All Landowners within the **VALENCIA WATER CONTROL DISTRICT**, incorporated by an Order of the Circuit Court in and for Orange County, Florida on May 27, 1970, will be held Tuesday, June 13, 2023 at 1:00 P.M. at the Lake Ridge Village Clubhouse, 10630 Larissa Street, Williamsburg, Orlando, Florida 32821, for the purpose of electing one member to a five-year term and one member to a one-year term to the Board of Supervisors, which members must be owners of land in said District and a resident of Orange County, and to conduct such other business as may come before the Meeting, to be followed by the Annual Meeting of the Board of Supervisors.

"Persons are advised that if they decide to appeal any decisions made at these meetings/hearings, they will need a record of the proceedings and for such purpose they may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based, per section 298.0105, Florida Statutes."

"In accordance with the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of disability or physical impairment should contact the District Office at (407) 841-5524 x 101, at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service, 1-800-955-8770, for aid in contacting the District Office."

DATED this 19th day of May, 2023
Tiffany Moore Russell, Clerk of the
Circuit Court

7437413

5/23, 5/30/2023

7437413

MINUTES

**MINUTES OF THE 2022 ANNUAL MEETING OF ALL
LANDOWNERS WITHIN VALENCIA WATER CONTROL DISTRICT**

June 14, 2022

The Annual Meeting of the Landowners of VALENCIA WATER CONTROL DISTRICT was held at 1:00 P.M. on Tuesday, June 14, 2022 at the Lake Ridge Village Clubhouse, 10630 Larissa Street, Orlando, Florida. Present were Supervisors William Von Ingle, Roy Miller, Brian Andrelczyk and Debra Donton. Also in attendance were the following: Stephen F. Broome, District Attorney; David E. Mahler, District Engineer; George S. Flint, District Director; Stacie Vanderbilt, District Administrative Assistant; Dan Brown, Stern Environmental.

ITEM #1 **Call Meeting to Order**

Mr. Flint called the meeting to order at 1:00 PM.

ITEM #2 **Acknowledge Notice of Meeting Proof of
Publication**

The Proof of Publication of the Notice of Meeting was included in the agenda package and made part of the minutes.

ITEM #3 **Approval of Minutes of the June 8, 2021
Annual Landowners' Meeting**

Mr. Flint stated that the next item was the approval of the minutes of the June 8, 2021 annual landowners' meeting. He asked if there were any questions, additions or deletions.

There being none,

On MOTION by Brian Andrelczyk, seconded by Debra Donton, with all in favor the minutes of the June 8, 2021 Annual Landowners' Meeting were approved, as presented.
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ITEM #4 **Accept any Nominations from the Floor to
Fill the Expiring Supervisors' Positions**

- **5 Year Term, 2022 to 2027, other than Roy Miller**

No other nominations were made at the meeting.

ITEM #5 **Verify Landowners Present that are Planning to Vote in Person and Number of Voting Units Represented by Each. Cast Votes and Record Totals**

No other landowners were present to cast votes in person.

ITEM #6 **Tabulate Total of Votes Cast in Person and by Proxy**

Mr. Broome as Proxy Holder stated there were 705 votes for Roy Miller, 1 vote for Kevin Chastain, and 1 vote for William Bryan.

Roy Miller was elected to the 2022 to 2027 term of the Board of Supervisors.

Mr. Broome stated that there were 586 votes for compensation, 36 votes against compensation, and 38 abstentions.

The Board members would receive compensation of \$50.00 per meeting attendance.

ITEM #7 **Annual Report of District Engineer**

Mr. Mahler reviewed the annual report with the Board of Supervisors. He stated we will need to do regular maintenance to and repair items, the water quality is in different units but are in line with historical amounts. He stated there were 5 new permits this year, and nothing out of the ordinary for the year.

ITEM #8 **Annual Report of the District Legal Affairs**

Mr. Broome stated that legal work consisted of routine practice like meeting attendance and reviewing minutes. He added that there was no pending or threatened litigation.

ITEM #9 **Annual Report of the Treasurer**

Mr. Flint reviewed the 2021 summary of financials with the Board. He stated revenue in 2021 was a little lower than 2020 depending on taxpayers given discounts. He stated the audit was clean and there were no recommendations from the auditor.

ITEM #10 **Other Business or Concerns of Landowners Within the District**

There being none,

ITEM #11

Adjournment of Meeting of Landowners

On MOTION by Roy Miller, seconded by Brian Andrelczyk, with all in favor the meeting was adjourned at 1:10 pm.

Stephen F. Broome, Secretary

Roy Miller

William Von Ingle

Brian Andrelczyk

Debra Donton

Amanda Whitney

SECTION VII



CPH Inc.
1117 East Robinson Street
Orlando, Florida 32801
Phone: 407-425-0452
www.cphengineers.com

Memo

Date: June 5, 2023
To: Board of Supervisors
Organization: Valencia Water Control District
219 E. Livingston Street
Orlando, Florida 32801
From: Allen C. Lane, Jr., P.E. – for David E. Mahler, P.E., District Engineer
Re: **ANNUAL REPORT OF THE DISTRICT ENGINEER**
CPH Job No.: 6816.07

MEMBERS OF THE BOARD:

This is to serve as the Chief Engineer's Annual Report to the Board of Supervisors as required under Chapter 298, Florida Statutes. As such, this report serves as a brief summary of the activities of the Engineer from June 2022, to date. This report is for submission to the Board of Supervisors at the July 2023 meeting.

The following is a list and brief summary of the items on which the District Engineer worked on or was involved with:

- 1) Reviewed and tabulated monthly water quality data. The general level of water quality is satisfactory. A copy of the sampling analysis results for the fiscal year 2022/23 is attached. We compared the Total Solids reported to the values from the 2022 Annual Report. The values this year were similar to the values from last year and ranged between 1.5 to 5.0 percent by weight. We are not seeing an increase in the Total Solids and do not have any concerns with the totals reported and do not have a concern with the sampling results.
- 2) Made periodic field inspections as requested by the District Director while in the area for various meetings regarding permits and ongoing construction activities.
- 3) Provided general coordination, liaison, and technical advice to landowners, developers and their engineering representatives on design criteria, regulations, and other matters pertinent to the District's business.
- 4) Oversaw repairs to District facilities by contractors, such as washout repairs, cleaning and general maintenance, new facility construction. Also prepared a report on the district ponds to evaluate their condition and necessary repairs.
- 5) The Engineer prepared for and attended all regular board meetings of the District.

- 6) Mr. George Flint, Mr. Dan Brown and myself conducted the annual inspection of the District's facilities on Tuesday, May 2, 2023, to determine their operational condition. The projects we inspected this year were primarily the original VWCD ponds, structures and canals. A summary of our annual inspection is listed in Attachment II.
- 7) Attended NPDES meetings held by Orange County Environmental Protection Department.
- 8) Permit applications and plans (shown on Attachment I) submitted by developers and others were reviewed by the District Engineer and checked for compliance with Valencia Water Control District requirements. In some cases, changes were recommended and upon resolution of the issues, the projects were recommended for approval to the District.

Respectfully submitted,



David E. Mahler, P.E.
District Engineer

Attachments:



1117 East Robinson Street
Orlando, Florida 32801
Phone: 407.425.0452
Fax: 407.648.1036

www.cphengineers.com

Memo

Attachment II

To: Board of Directors
Organization: Valencia Water Control District
From: David E. Mahler, P.E., District Engineer
Re: Annual Inspection by District Engineer – May 2, 2023
CPH Job No.: 6816.07

The main annual inspection was performed on Tuesday May 2, 2023. Present for this inspection were George Flint, Dan Brown and myself. The annual inspection for 2023 is comprised of the inspection date noted above conducted throughout the District. On May 2nd we drove to the various locations within the District as part of the Annual Inspection to review the current condition of the canals and the structures, and to discuss issues related to the condition and maintenance of the system. The weather was clear. For the 2023 inspections, a total of 39,917 lineal feet of canals were inspected. In addition to the canals, we also inspected 18 ponds that are owned and maintained by the District. The following sites were visited, and the conditions of the facilities are described below. One thing that was noted in many areas is that the vegetation along our property lines is continually becoming overgrown. Several of the worse areas have been maintained, but the vegetation seems to be coming back faster than in the past. The District may want to consider either adding these services to the mowing contract or solicit bids as a separate maintenance contract in the future.

C-1 Canal

The northwest end of the C1, canal where the storm pipe enters off of Central Florida Parkway has a major depression. The County was notified last year of the situation and they were supposed to have the leaking joint(s) repaired. However, they only put dirt into the hole and have not yet repaired the pipe, so the depression has returned. George has sent follow-up emails to the County to find the status of the repair. The County will notify us when the repair is scheduled to be done.

The area along the south side of the C1 canal, along the new residential development, has trees installed by the development in the access easement that was provided to the District. We are attempting to contact the Engineer for the project to get there assistance with the developer to try and get the trees moved.

The remainder of the C1 was in generally good condition.

The wetland outfall structure east of International Drive is has not yet been replaced. Efforts were made earlier last year to get the property owner to repair the structure, but no response was received from them.

The S-101 and S-102 are in generally good condition. The main headwalls have minor leaking

at several of the joints but do not appear to be significant enough to need repairs at this time.

C-3 Canal

The canal is generally in good condition, the southwest end across from the outfall weir still has a large amount of vegetation covering a majority of the area of the canal. George was going to coordinate getting the area sprayed.

The overflow structure is doing fine.

C-4 Canal

The canal itself is in good condition. The water level control structure is still functioning well. The vegetation along the south bank from the HBJ building west to the C-5 canal has been cleared/cut to allow for access along that side of the canal for mowing and general maintenance.

The vegetation in the Sea World pond at the west end of the C-4 canal still needs to be cleaned.

C-5 Canal and S501

The C-5 Canal appeared to be in good general condition. The Area of the C-5 canal on the Sea World property has a number of locations that are requiring repairs to washouts. Sea World is aware of the issues.

At the intersection of International Drive and Sea Harbor Drive across from where the County pipe enters the canal, the pipe and mitered end section from the wetlands into the canal that was noted in last years report as failing was repaired.

The wetland outfall at the south end of the C-5, was repaired earlier in the year and is no longer continually wet. In addition to the bank repair, the vegetation around the wetland outfall was cleared to allow the water to flow better out of the wetland, which has also helped the area.

The S501 structure looked in good condition. We are continuing to monitor the condition and operation of the gate.

C-6 Canal and S-601

The C-6 Canal is in generally good condition.

The water hyacinths in the canal still come and go based on the wind and flow patterns of the canal.

Structure S-601 is in good condition.

S-901 Structure

This canal towards Area 1 pond is in good condition.

Structure S-901 is in fair condition. Earlier in the year, following one of the storms, the gate would not close properly. Sthern Environmental worked on the structure and it is now closing.

The overflow weir from the C-10 to the Area 1 pond, west of Gifford Blvd, still needs to have repairs made by filling the void under the structure with grout or foam filler. There have been no visible signs of degradation since last year.

C-10 Canal

The C-10 is for the most part in fair to good condition. The areas noted on last years report west of Orangewood Blvd. that need to be repaired are on the Capital Improvements Program (CIP).

The depression that was behind 10157 Mason Dixon was repaired last year by the HOA. That repair is holding up fine.

The area of the canal bank on the north side opposite of the Tract F outfall is continuing to show signs of erosion to the bank, but not requiring immediate repair. This area will need to have some type of bank erosion protection measures installed in the future to prevent continued erosion from occurring. The area along the south bank west of Tract F has had the vegetation removed from along the property line.

A depressional area was noted on the County pipe from the drainage swale between Crown Ct and Donhill Ct. The county was notified of this issue earlier in the year and they met District staff on site. The county had indicated that they would get the leak in the pipe repaired and the depressional area repaired. At the time of this years inspection, those repairs had not been done. George has since followed up with the County again and they have flagged off the area and are supposed to be getting the repair scheduled. They will let us know when the work is scheduled to be done.

The area behind the District office still shows signs of erosion; however, it has not gotten worse. Therefore, this is another area that we recommend restoring at the same time as the cleaning of the canal and bank reshaping occurs.

C-11 Canal

The Canal is generally in good condition.

There is still minimal continuous flow coming into the canal from the north at Orange Blossom Trail. However, rain events are still bringing a significant amount trash and sediment coming from offsite and we are continuing to clean up the trash and debris so that it does not continue down the canal. The erosion around the MES from OBT is getting worse so we will follow up with FDOT and see if they have the repair and extension of the pipe on their repair schedule. Also, the mitered end section from the FDOT pond approximately 1,240 lineal feet west of OBT still has not yet been repaired by FDOT. They did however clean out the weed from the pond.

The bank erosion occurring just north of Taft Vineland Road and the S-1102 structure is continuing to worsen and has been put on the CIP program for repair. With the Construction activities occurring along the west bank of the canal at Taft Vineland, it has brought to light the need to modify the access off of Taft Vineland so that larger construction equipment can safely access that side of the C-11 canal.

Further down the canal to the west, sediment is continuing to buildup in the canal just west of where the flow from Orlando Central Park comes into the C-11. This sedimentation will need to be removed from the canal. The sediment that is in the canal could be removed from the canal

and placed on the bank to dry and then use this material at Taft Vineland to repair the erosion along the north and east bank and improvements to the access point.

The vegetation along the fence line area along the west bank of the canal along John Young Parkway and the Beach Line has been cleared. The drainage issue in the area has been included on the CIP.

The S-1101 & S-1102 structures are in good condition.

C-12 Canal

The Canal is generally in good condition. There is a washout occurring under the fabricform adjacent to John Young Parkway where the County has a force main crossing the C-12. This will be repaired by the County as a part of the project to replace the aerial crossing of the canal. That project should be going out to bid in the next several months. The water control structures are still missing the level control boards, but this does not adversely affect the operation of the canal, so there is not really a need to have them replaced.

The vegetation behind the apartments along the west end of the canal has been removed. There is an extremely wet area along a short stretch of the canal that could be coming from the apartment irrigation system or it could just be groundwater. Sthern Environmental is providing an estimate for installation of underdrains and regrading the swale in this area.

Deer Creek Ponds 1A, 1B, 2 and 3

These four ponds are in good general condition. The erosion that has occurred around the outfall structure of Pond 3 is not progressing rapidly, so it will be repaired as a part of the pond bank restoration project.

Deer Creek Pond 4

Deer Creek pond 4 is generally in good condition.

Deer Creek Pond 6

Deer Creek pond 6 is in good condition.

Parkview Terrace

The pond is in fair condition. The ponds report addressed the repairs needing to be made and these will be done when this pond project is done.

Parkview North Pond

The pond is generally in fair condition.

Parkview Pointe Pond

As noted previously in the annual inspection report as well as the specific pond evaluation report, this pond has significant erosion occurring in areas along the waterline. Erosion is also occurring around the headwalls, mitered end sections and pond outfall structure. This pond will be one of the first pond repair projects to be done.

Somerset Ponds 1 & 2

Both ponds are in good condition.

Lake Ridge Village Area 1 Pond

The pond and structures are in good general condition.

Waterview Area 2 Pond

The pond and structures are in generally good condition. The fish barrier at the pond outfall was severely damaged with the storms this year and therefore had to be replaced. The new barrier is in good condition.

The issues that were noted in the previous report for the area between Central Florida Parkway and the Area 2 pond where the connection pipes go under the roadway to the Area 1 pond will still need to be repaired at some point. The erosion is still there but not worsening to cause a problem with drainage.

Briarwood Townhomes Pond

The pond is in good condition.

Windsor Walk Ponds

All three ponds are in good condition.

Should there be any questions regarding the inspection or if more information is needed on any of the items noted, please let us know and we will provide this information.

Attachment I

Permit Review and Processing <i>(Not including individual irrigation permits processed by District office.)</i>		
PERMIT NUMBER	DESCRIPTION	APPROVED DATE
Category I - Permits Issued Since May 2022		
522	Irrigation Withdrawal – Somerset Pond 2	Not Required
523	Extended Stay America Orlando	8/17/22
524	SeaWorld Aquatica 2023 Attraction	2/14/23
Category II Permits on Hold		
	None at Present	
Category III Permits With Work Not Acceptable to the District		
	None at Present	
Category IV Permits in Process		
525	Westwood Hotel	6/13/23
Category V Projects Reviewed - No Permit Required		
	None at Present	

C-3 Canal WQ Results

Parameter	Units	MDL	17-May-22	June	25-Jul-22	August	September	28-Oct-22	29-Nov-22	December	30-Jan-23	21-Feb-23	20-Mar-23	17-Apr-23
Organic Nitrogen			0.778		1.400			0.530	0.310		0.200	0.490	0.250	0.570
Total Nitrogen(as N)			1.21		1.40			0.53	0.31		0.02	0.49	0.28	0.57
Nitrate(as N)	mg/L	0.0100	0.434		0.200			0.200	0.200		0.200	0.200	0.200	0.200
Nitrite(as N)	mg/L	0.0200	0.20		0.20			0.20	0.20		0.20	0.20	0.20	0.20
Color	CU	5.00	40		80			25	60		20	15	15	30
Fecal Coliform	mpn/100mL	1.00	40.6		69.7			67.0	44.8		152.9	93.2	20.0	31.0
Total Solids	%wt	0.000250	17		0.053			0.077	0.014		0.039	0.027	0.015	0.056
Field pH (units)	PH	0.0100	7.82		7.49			6.63	7.27		7.50	7.44	7.52	7.52
Field Conductivity	umhos/cm	0.100	699		325.9			272.8	230.3		232.1	221.8	227.5	504
Field Temp. (C)	cC	0.100	32.3		31.9			26.7	25.1		21.7	25.3	22.4	25.7
Field DO	mg/L	0.100	8.72		5.08			8.72	7.42		10.62	8.60	9.73	6.13
Field Turbidity	NTU	0.100	5.55		4.23			2.23	3.21		2.41	1.13	2.48	3.92
Chlorophyll a	ug/L	1.00	17.6		28			11	9.3		5.1	8.1	5.9	21
Aluminum	mg/L	0.0100	0.0739		0.1000			0.0910	0.1900		0.0680	0.0830	0.0470	0.0960
Antimony	mg/L	0.00200	0.0020		0.0011			0.0011	0.0011		0.0011	0.0011	0.0011	0.0011
Arsenic	mg/L	0.00100	0.0013		0.0022			0.0027	0.0022		0.0023	0.0022	0.0022	0.0022
Barium	mg/L	0.00200	0.0250		0.0200			0.0080	0.0074		0.0120	0.0011	0.0085	0.0240
Beryllium	mg/L	0.000500	0.0005		0.0006			0.0006	0.0006		0.0006	0.0006	0.0006	0.0006
Boron	mg/L	0.0100	0.0507		0.0430			0.0560	0.0260		0.0380	0.0310	0.0300	0.0520
Cadmium	mg/L	0.000200	0.0010		0.0011			0.0011	0.0011		0.0011	0.0011	0.0011	0.0011
Chromium	mg/L	0.00100	0.0010		0.0014			0.0011	0.0011		0.0011	0.0200	0.0011	0.0011
Copper	mg/L	0.00100	0.0023		0.0025			0.0013	0.0011		0.0013	0.0017	0.0015	0.0026
Lead	mg/L	0.00100	0.0010		0.0011			0.0011	0.0011		0.0011	0.0011	0.0011	0.0011
Molybdenum	mg/L	0.00100	0.0013		0.0011			0.0011	0.0011		0.0011	0.0029	0.0011	0.0011
Nickel	mg/L	0.00100	0.0010		0.0022			0.0022	0.0022		0.0022	0.0130	0.0022	0.0022
Selenium	mg/L	0.00200	0.0020		0.0022			0.0022	0.0022		0.0022	0.0022	0.0022	0.0022
Silver	mg/L	0.000500	0.0005		0.0006			0.0006	0.0006		0.0006	0.0006	0.0006	0.0006
Thallium	mg/L	0.00100	0.0005		0.0006			0.0006	0.0006		0.0006	0.0006	0.0006	0.0006
Tin	mg/L	0.00500	0.0050		0.0056			0.0056	0.0056		0.0056	0.0056	0.0056	0.0056
Zinc	mg/L	0.0100	0.0037		0.0230			0.0022	0.0077		0.0051	0.0110	0.0030	0.0039
Total Alkalinity CaCO3	mg/L	1.00	87.0		61.0			49.0	44.0		42.0	43.0	42.0	71.0
Calcium	mg/L	0.100	42.7		26.0			23.0	17.0		22.0	22.0	19.0	37.0
Iron	mg/L	0.0100	0.295		0.580			0.160	0.098		0.073	0.180	0.054	0.160
Magnesium	mg/L	0.0100	8.72		3.80			3.40	2.30		3.10	3.00	2.80	7.80
Manganese	mg/L	0.0100	0.01		0.011			0.0062	0.0056		0.0042	0.0064	0.0056	0.0074
Potassium	mg/L	0.500	4.59		2			3	2.5		3.1	3	2.7	4
Sodium	mg/L	0.500	65.8		26.0			22.0	14.0		18.0	18.0	17.0	54.0
Total Hardness (as CaCO3)	mg/L	0.100	128.0		81.0			73.0	52.0		67.0	67.0	60.0	120.0
TDS	mg/L	2.50	374		200			270	130		130	82	30	280
Orthophosphate(as P)	mg/L	0.00200	0.1		0.2			0.2	0.2		0.0036	0.038	0.012	0.0089
BOD5day	mg/L	2.00	2.150		1.200			1.000	1.500		1.000	1.000	1.000	1.300
Ammonia (as N)	mg/L	0.0100	0.0100		0.0100			0.0100	0.0140		0.0140	0.0140	0.0300	0.0140
TKN(as N)	mg/L	0.200	0.778		1.400			0.530	0.310		0.200	0.490	0.280	0.570
Chloride	mg/L	16.0	112		61			46	30		31	30	33	100
Total Phosphorus(as P)	mg/L	0.00200	0.0185		0.0340			0.0230	0.0360		0.0120	0.0180	0.0160	0.0160
Total Phosphorus(asP) Dissolved	mg/L	0.00200	0.0094		0.0059			0.0260	0.0690		0.0110	0.0340	0.0220	0.0220
Sulfate	mg/L	5.00	35.90		25.00			15.00	14.00		15.00	14.00	15.00	24.00

* UNDER DETECTABLE LIMIT
 * PARAMETER MONITORED BY NPDES

N Shingle Creek WQ Results

Parameter	Units	MDL	17-May-22	June	25-Jul-22	August	September	28-Oct-22	29-Nov-22	December	30-Jan-23	21-Feb-23	20-Mar-23	17-Apr-23
Organic Nitrogen			0.548		0.200			0.670	0.200		0.200	0.330	0.360	0.300
Total Nitrogen(as N)			0.999		0.020			0.900	0.020		0.020	0.330	0.410	0.470
Nitrate(as N)	mg/L	0.0100	0.451		0.200			0.230	0.200		0.200	0.200	0.200	0.200
Nitrite(as N)	mg/L	0.0200	0.200		0.200			0.200	0.200		0.200	0.200	0.200	0.200
Color	CU	5.00	40		60			30	50		30	30	30	30
Fecal Coliform	mpn/100mL	1.00	201		517.2			103.9	67		920.8	648.8	98	9208
Total Solids	%wt	0.000250	29.3		0.0001			0.05	0.018		0.041	0.022	0.021	0.25
Field pH (units)	PH	0.0100	7.12		7.01			6.33	7.19		6.51	7.35	7.34	7.01
Field Conductivity	umhos/cm	0.100	254		238.2			219.1	220.1		300.7	315.9	329.2	115.6
Field Temp. (C)	oC	0.100	26.2		28.5			24.6	22.5		20	22.8	17.2	21.9
Field DO	mg/L	0.100	6.81		7.88			6.21	6.02		9.16	13	7.58	6.82
Field Turbidity	NTU	0.100	4.23		5.22			8.51	4.98		4.61	1.82	6.47	10.76
Chlorophyll a	ug/L	1.00	18.8		9.1			13	6.1		6.2	10	5.6	25
Aluminum	mg/L	0.0100	0.0833		0.52			0.3	0.056		0.19	0.17	0.11	0.83
Antimony	mg/L	0.00200	0.002		0.0011			0.0011	0.0011		0.0011	0.0011	0.0011	0.0011
Arsenic	mg/L	0.00100	0.0013		0.0022			0.0022	0.0022		0.0022	0.0022	0.0022	0.0022
Barium	mg/L	0.00200	0.0136		0.0180			0.0076	0.0091		0.0150	0.0150	0.0150	0.0190
Beryllium	mg/L	0.000500	0.0005		0.0006			0.0006	0.0006		0.0006	0.0006	0.0006	0.0006
Boron	mg/L	0.0100	0.0258		0.0400			0.0510	0.0270		0.0440	0.0340	0.0380	0.0200
Cadmium	mg/L	0.000200	0.0010		0.0011			0.0011	0.0011		0.0011	0.0011	0.0011	0.0011
Chromium	mg/L	0.00100	0.0010		0.0016			0.0011	0.0011		0.0011	0.0011	0.0011	0.0019
Copper	mg/L	0.00100	0.0021		0.0017			0.0130	0.0011		0.0012	0.0013	0.0016	0.0058
Lead	mg/L	0.00100	0.0010		0.0011			0.0011	0.0011		0.0011	0.0011	0.0011	0.0017
Molybdenum	mg/L	0.00100	0.0023		0.0011			0.0022	0.0011		0.0011	0.0011	0.0011	0.0024
Nickel	mg/L	0.00100	0.0010		0.0022			0.0022	0.0022		0.0022	0.0022	0.0022	0.0022
Selenium	mg/L	0.00200	0.0020		0.0022			0.0022	0.0022		0.0022	0.0022	0.0022	0.0022
Silver	mg/L	0.000500	0.0005		0.0006			0.0006	0.0006		0.0006	0.0006	0.0006	0.0006
Thallium	mg/L	0.00100	0.0005		0.0006			0.0006	0.0006		0.0006	0.0006	0.0006	0.0006
Tin	mg/L	0.00500	0.0050		0.0056			0.0056	0.0056		0.0056	0.0056	0.0056	0.0056
Zinc	mg/L	0.0100	0.0056		0.0150			0.0022	0.0042		0.0027	0.0026	0.0022	0.0220
Total Alkalinity CaCO3	mg/L	1.00	61.9		61			59	58		79	78	87	41
Calcium	mg/L	0.100	31.2		23			29	21		34	33	34	18
Iron	mg/L	0.0100	0.299		0.8			0.48	0.31		0.37	0.39	0.24	0.99
Magnesium	mg/L	0.0100	3.3		2.5			2.8	2.4		3.9	3.8	4.1	1.7
Manganese	mg/L	0.0100	0.0201		0.0290			0.0220	0.0110		0.0130	0.0120	0.0071	0.0160
Potassium	mg/L	0.500	2.52		1.60			2.40	2.20		2.70	2.60	2.80	1.30
Sodium	mg/L	0.500	16.2		11			13	11		17	18	21	6.1
Total Hardness (as CaCO3)	mg/L	0.100	82.3		69.0			84.0	63.0		100.0	99.0	100.0	51.0
TDS	mg/L	2.50	152		130			170	170		130	120	14	110
Orthophosphate(as P)	mg/L	0.00200	0.1000		0.2000			0.2000	0.4400		0.0130	0.0560	0.0160	0.0590
BOD5day	mg/L	2.00	2.00		1.00			1.00	1.80		1.00	1.00	1.00	2.40
Ammonia (as N)	mg/L	0.0100	0.01		0.01			0.01	0.042		0.014	0.014	0.051	0.17
TKN(as N)	mg/L	0.200	0.548		0.2			0.67	0.2		0.2	0.33	0.41	0.47
Chloride	mg/L	4.00	25.00		19.00			22.00	20.00		30.00	28.00	35.00	8.60
Total Phosphorus(as P)	mg/L	0.00200	0.0489		0.3400			0.0830	0.0530		0.0280	0.0340	0.0280	0.0610
Total Phosphorus(as P) Dissolved	mg/L	0.00200	0.0422		0.0480			0.0600	0.0330		0.0270	0.0390	0.0320	0.0710
Sulfate	mg/L	5.00	24.40		10.00			7.60	7.40		10.00	11.00	12.00	9.10

UNDER DETECTABLE LIMIT
 * PARAMETER MONITORED BY NPDES

South Shingle Creek WQ Results

Parameter	Units	MDL	17-May-22	June	25-Jul-22	August	September	28-Oct-22	29-Nov-22	December	30-Jan-23	21-Feb-23	20-Mar-23	17-Apr-23
Organic Nitrogen			0.796		1.900			0.540	0.200		0.200	0.680	0.340	0.440
Total Nitrogen(as N)			1.160		1.900			0.780	0.230		0.210	0.680	0.380	0.480
Nitrate(as N)	mg/L	0.0100	0.361		0.200			0.240	0.230		0.210	0.200	0.200	0.200
Nitrite(as N)	mg/L	0.0200	0.200		0.200			0.200	0.200		0.200	0.200	0.200	0.200
Color	CU	5.00	40		60			40	50		30	30	30	20
Fecal Coliform	mpn/100ml	1.00	201.0		42.6			59.1	40.4		141.4	231.0	132.0	146.0
Total Solids	%wt	0.00025	33.3		0.064			0.019	0.016		0.041	0.035	0.03	0.042
Field pH (units)	PH	0.0100	7.25		7.58			6.52	7.22		7.09	7.26	7.46	7.36
Field Conductivity	umhos/cm	0.100	239		208.3			196.8	205.2		276.4	269.1	291.6	285.6
Field Temp. (C)	oC	0.100	27.3		29.3			26.3	23.6		21	23.6	18.5	24.3
Field DO	mg/L	0.100	5.31		7.52			7.47	5.58		8.56	9.84	6.82	7.14
Field Turbidity	NTU	0.100	2.28		3.96			4.73	6.82		3.96	2.47	4.3	4.7
Chlorophyll a	ug/L	1.00	13.90		9.70			6.90	5.70		4.40	4.40	13.00	4.70
Aluminum	mg/L	0.0100	0.0682		0.0630			0.0880	0.0460		0.0930	0.0950	0.0440	0.0670
Antimony	mg/L	0.00200	0.0020		0.0011			0.0011	0.0011		0.0011	0.0011	0.0011	0.0011
Ammonia (as N)	mg/L	0.01000	0.0100		0.0100			0.0100	0.0140		0.0140	0.0140	0.0410	0.0420
Arsenic	mg/L	0.00100	0.0011		0.0022			0.0022	0.0022		0.0022	0.0022	0.0022	0.0022
Barium	mg/L	0.00200	0.0131		0.0130			0.0064	0.0089		0.0160	0.0160	0.0150	0.0190
Beryllium	mg/L	0.000500	0.0005		0.0006			0.0005	0.0006		0.0006	0.0056	0.0006	0.0006
Boron	mg/L	0.0100	0.0282		0.0380			0.0500	0.0250		0.0400	0.0340	0.0390	0.0440
Cadmium	mg/L	0.000200	0.0010		0.0011			0.0011	0.0011		0.0011	0.0011	0.0011	0.0011
Chromium	mg/L	0.00100	0.0010		0.0011			0.0011	0.0011		0.0110	0.0011	0.0011	0.0011
Copper	mg/L	0.00100	0.0018		0.0011			0.0011	0.0011		0.0012	0.0021	0.0015	0.0150
Lead	mg/L	0.00100	0.0010		0.0011			0.0011	0.0011		0.0011	0.0011	0.0011	0.0011
Molybdenum	mg/L	0.00100	0.0021		0.0014			0.0011	0.0011		0.0011	0.0011	0.0012	0.0016
Nickel	mg/L	0.00100	0.0010		0.0022			0.0022	0.0022		0.0022	0.0022	0.0022	0.0022
Selenium	mg/L	0.00200	0.0020		0.0022			0.0022	0.0022		0.0022	0.0022	0.0022	0.0022
Silver	mg/L	0.000500	0.0005		0.0006			0.0006	0.0006		0.0006	0.0006	0.0006	0.0006
Thallium	mg/L	0.00100	0.0005		0.0006			0.0006	0.0006		0.0006	0.0056	0.0006	0.0006
Tin	mg/L	0.00500	0.0050		0.0056			0.0056	0.0056		0.0056	0.0060	0.0056	0.0056
Zinc	mg/L	0.0100	0.0064		0.0089			0.0022	0.0060		0.0023	0.0140	0.0022	0.0039
Total Alkalinity CaCO3	mg/L	1.00	66.1		59.0			56.0	57.0		78.0	76.0	83.0	86.0
Calcium	mg/L	0.100	28.2		22.0			21.0	20.0		34.0	34.0	30.0	36.0
Iron	mg/L	0.0100	0.210		0.410			0.370	0.290		0.290	0.410	0.160	0.140
Magnesium	mg/L	0.0100	3.02		2.40			2.50	2.20		3.80	4.00	3.50	4.70
Manganese	mg/L	0.0100	0.0100		0.0110			0.0220	0.0094		0.0120	0.0600	0.0068	0.0071
Potassium	mg/L	0.500	2.42		1.4			2.2	2		2.6	4.6	2.1	2.6
Sodium	mg/L	0.500	14.40		10.00			11.00	10.00		17.00	18.00	18.00	23.00
Total Hardness (as CaCO3)	mg/L	0.100	74.50		64.00			63.00	60.00		100.00	100.00	89.00	110.00
TDS	mg/L	2.50	156		130			190	160		120	36	52	100
Orthophosphate(as P)	mg/L	0.00200	0.1000		0.2000			0.2000	0.2000		0.0043	0.0600	0.0170	0.0110
BOD5day	mg/L	2.00	2		1			1	1.3		1.3	1	1	1
TKN(as N)	mg/L	0.200	0.796		1.9			0.54	0.2		0.2	0.68	0.38	0.48
Chloride	mg/L	4.00	17.5		19			20	20		26	28	32	36
Total Phosphorus(as P)	mg/L	0.00200	0.0374		0.0600			0.0690	0.0550		0.0220	0.0500	0.0280	0.0360
Total Phosphorus(as P) Dissolved	mg/L	0.00200	0.0306		0.0550			0.0660	0.0960		0.0230	0.0440	0.0330	0.0380
Sulfate	mg/L	5.00	23.90		13.00			7.00	7.60		11.00	11.00	11.00	11.00

UNDER DETECTABLE LIMIT
 * PARAMETER MONITORED BY NPDES

SECTION IX

Financial Report

September 30, 2022

Valencia Water Control District

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Valencia Water Control District

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the business-type activities of *Valencia Water Control District* (the "District"), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, the respective financial position of the business-type activities of the District as of September 30, 2022, and the respective changes in financial position and cash flows thereof, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibility for the Audit of Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis starting on page 3, be presented to supplement the basic financial statements. Such information, is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated June __, 2023, on our consideration of the District's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

McDiarmid Davis

Orlando, Florida
June __, 2023

Valencia Water Control District
Management's Discussion and Analysis

Our discussion and analysis of *Valencia Water Control District* (the "District") financial accomplishments provide an overview of the District's financial activities for the year ended September 30, 2022. Please read it in conjunction with the District's Independent Auditor's Report, financial statements and accompanying notes.

This information is being presented to provide additional information regarding the activities of the District and to meet the disclosure requirements of Government Accounting Standards Board Statement (GASB) No. 34, *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments* issued June 1999.

Financial Highlights

- The assets of the District exceeded its liabilities at September 30, 2022 by \$1,801,243, an increase in net position of \$220,453 in comparison with the prior year.
- At September 30, 2022, the District ended the year with cash and cash equivalents of \$208,141.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to *Valencia Water Control District's* financial statements. The District's financial statements comprise two components: 1) basic financial statements and 2) notes to financial statements.

Basic Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: Proprietary Fund.

Proprietary Funds

The District maintains one type of proprietary fund: enterprise. The District maintains one enterprise fund. An enterprise fund is used to report the same functions presented as *business-type activities* in the financial statements. The District uses an enterprise fund to account for the operations of the water control services within the District. Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail.

Notes to Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the financial statements.

Condensed Financial Analysis

Statement of Net Position

The District's net position was \$1,801,243 at September 30, 2022. The following analysis focuses on the net position of the District's financial activities.

	Business-Type Activities	
	2022	2021
Assets:		
Current and other assets	\$ 1,094,411	\$ 881,841
Capital assets, net	724,398	732,919
Total assets	1,818,809	1,614,760
Liabilities:		
Current liabilities	17,566	33,970
Total liabilities	17,566	33,970
Net Position:		
Investment in capital assets	724,398	732,919
Unrestricted	1,076,845	847,871
Total net position	\$ 1,801,243	\$ 1,580,790

Valencia Water Control District
Management's Discussion and Analysis

The following is a summary of the District's financial activities for the fiscal years ended September 30, 2022 and 2021.

	Business-Type Activities	
	2022	2021
Revenues:		
Program revenues:		
Assessments for services	\$ 556,343	\$ 554,019
General revenues:		
Investment earnings	6,966	627
Total revenues	<u>563,309</u>	<u>554,646</u>
Expenses:		
Business, type activities:		
Water control	342,856	373,093
Total expenses	<u>342,856</u>	<u>373,093</u>
Increase (Decrease) in Net Position	220,453	181,553
Net position, beginning	1,580,790	1,399,237
Net position, ending	<u>\$ 1,801,243</u>	<u>\$ 1,580,790</u>

Business-Type Activities

The cost of the business-type activities was \$342,856, an 8.1% decrease from the prior year. The costs of those activities were paid for by assessments for services, which accounted for 98.8% of total business-type revenues. Assessments for services increased \$2,324 from the prior year.

**Financial Analysis of the Government's Fund
Proprietary Fund**

The District's Water Control Fund reported an operating income of \$213,487, which is an increase of \$32,561 from the previous year. Of the total net position in the amount of \$1,801,243; \$724,398 is invested in capital assets.

Capital Asset Activity

Capital Assets

At September 30, 2022, the District had \$724,398 invested in capital assets, net of accumulated depreciation. More detailed information about the District's capital assets is presented in the notes to the financial statements.

	Business-Type Activities	
	2022	2021
Land	\$ 700,120	\$ 700,120
Ponds and canals	4,134,227	4,134,227
Water control structures	672,531	672,531
Furniture and equipment	6,703	12,767
Accumulated depreciation	<u>(4,789,183)</u>	<u>(4,786,726)</u>
Total	<u>\$ 724,398</u>	<u>\$ 732,919</u>

Capital Debt Activity

Capital Debt

At September 30, 2022, the District has no long-term debt.

Economic Factors and Next Year's Budget

It is difficult to predict what significant effect the current economic condition will have on the financial position or results of operations of the District in fiscal year 2023.

Requests for Information

If you have questions about this report or need additional financial information, contact *Valencia Water Control District's* Finance Department at 219 E. Livingston Street, Orlando, Florida 32801.

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Valencia Water Control District
Statement of Net Position
September 30, 2022

	<u>Enterprise Fund</u> <u>Water Control</u>
Assets	
Current Assets:	
Cash and cash equivalents	\$ 208,141
Investments	864,102
Accounts receivable, net	6,489
Prepaid expenses and deposits	15,679
Total current assets	<u>1,094,411</u>
Noncurrent Assets:	
Capital Assets:	
Land	700,120
Infrastructure and equipment	4,813,461
Less accumulated depreciation	<u>(4,789,183)</u>
Total noncurrent assets	<u>724,398</u>
Total assets	<u>1,818,809</u>
Liabilities	
Current Liabilities:	
Accounts payable and accrued expenses	17,566
Total liabilities	<u>17,566</u>
Net Position	
Investment in capital assets	724,398
Unrestricted	1,076,845
Total net position	<u>\$ 1,801,243</u>

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Valencia Water Control District
Statement of Revenues, Expenses and Changes in Net Position
Year Ended September 30, 2022

	<u>Enterprise Fund</u> <u>Water Control</u>
Revenues:	
Charges for services	\$ 556,343
Total operating revenues	<u>556,343</u>
Operating Expenses:	
Salaries and benefits	1,550
Property maintenance	267,256
Other supplies and expenses	65,529
Depreciation	8,521
Total Operating Expenses	<u>342,856</u>
Operating income (loss)	<u>213,487</u>
Nonoperating Revenues (Expenses):	
Interest and investment revenue	<u>6,966</u>
Total nonoperating revenue (expenses)	<u>6,966</u>
Income (loss)	220,453
Total net position, beginning	<u>1,580,790</u>
Total net position, ending	<u>\$ 1,801,243</u>

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Valencia Water Control District
Statement of Cash Flows
Year Ended September 30, 2022

	<u>Enterprise Fund</u>
	<u>Water Control</u>
Cash Flows from Operating Activities:	
Receipts from customers and users	\$ 552,453
Payments to suppliers of goods and services	(351,660)
Net cash provided by (used in) operating activities	<u>200,793</u>
Cash Flows from Investing Activities:	
Interest earnings	6,966
Sale (purchase) of investments	(240,183)
Net cash provided by (used in) investing activities	<u>(233,217)</u>
Net increase in cash and cash equivalents	(32,424)
Cash and cash equivalents, beginning	240,565
Cash and cash equivalents, ending	<u>\$ 208,141</u>
Reconciliation of Operating Income to Net Cash Provided By (Used In) Operating Activities	
Operating income (loss)	\$ 213,487
Adjustments Not Affecting Cash:	
Depreciation and amortization	8,521
Change in Assets and Liabilities:	
(Increase) Decrease in accounts receivable	(3,890)
(Increase) Decrease in prepaids	(921)
Increase (Decrease) in accounts payable	(16,404)
Total adjustments	<u>(12,694)</u>
Net Cash Provided by (Used In) Operating Activities	<u>\$ 200,793</u>

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

Valencia Water Control District, (the "District") was established in May 1970 by Orange County, Florida under the authority of Chapters 298 and 72-291, Florida Statutes. The District was established for the purpose of storm water run-off that will minimize water pollution and maintain groundwater tables for the benefit of the landowners. In order to achieve these goals, several miles of canals, bridges, control structures, and other appurtenances have been constructed.

The District is governed by the Board of Supervisors (the "Board"), which is composed of five members. At present, the Supervisors are elected to a five-year term. Their length of service is staggered so that one supervisor is elected or re-elected by the landowners at the Annual landowners Meeting held in June each year. The Board of Supervisors of the District exercises all powers granted to the District pursuant to Chapter 298, Florida Statutes.

The Board has the final responsibility for, among other things:

1. Allocating and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements 14, 39, and 61. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

Basic Financial Statements

Separate financial statements are provided for proprietary funds. The District's enterprise fund is reported in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The enterprise fund financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

Assessments are non-ad valorem assessments imposed on all lands located within the District and benefited by the District's activities. The assessments are levied by the District prior to the start of the fiscal year which begins October 1st and ends on September 30th. These assessments are imposed upon all benefited lands located in the District.

Assessments and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major proprietary fund:

Water Control Fund

This enterprise fund is used to account for the operations of the water control services within the District. The costs of providing services to the residents are recovered primarily through user assessments.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

As a general rule, when both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits.

Investments of the District are reported at fair value and are categorized within the fair value hierarchy established in accordance with GASB Statement No. 72, *Fair Value Measurement and Application*. The District's investments consist of investments authorized in accordance with Section 218.415, Florida Statutes.

Inventories

Inventories are valued at cost which approximates market value using the first-in, first-out (FIFO) method.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Receivables

Accounts receivable and assessments receivable are shown net of an allowance for uncollectible amounts.

Capital Assets

Capital assets, which include property, storm water improvements, equipment and infrastructure assets (e.g., drainage system, storm water system, and similar items), are reported in the applicable financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant, and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Canals and ponds	25
Water control structures	15 - 25
Furniture and equipment	5 - 10

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District does not have any item that qualifies for reporting in this category for the year ended September 30, 2022.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time. The District does not have any item that qualifies for reporting in this category for the year ended September 30, 2022.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Net Position Flow Assumption

Sometimes the District will fund outlays for a particular purpose from both restricted and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the District's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

New Accounting Standards

In fiscal year 2022, the District has not implemented any new accounting standards with a material effect on the District's financial statements.

NOTE 2 DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted prices for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable, and uses significant unobservable inputs that use the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

Investments held in the State Board of Administration Fund Florida Prime (SBA) consist of short-term federal agency obligations, treasury bills, repurchase agreements and commercial paper. The SBA is not a registrant with the Securities and Exchange Commission (SEC); however, the SBA has adopted operating procedures consistent with the requirements of a 2a-7 like pool for its fund and the fair value of the position in the pool is equal to the fair value of the statements. Investment income is recognized as earned and is allocated to the participating funds based on their equity participation.

NOTE 2 DEPOSITS AND INVESTMENTS (CONTINUED)

Investments made by the District as of September 30, 2022 are summarized below. In accordance with GASB Statement No. 31, investments are reported at fair value, except for the investment in the SBA, which is carried at amortized cost and approximates fair value.

<u>Investment Type</u>	<u>Amortized Cost</u>	<u>Credit Rating</u>	<u>Weighted Average Maturity</u>
Florida Prime	\$ 864,102	AAAm	21 days

The District's investment policies are governed by State Statutes. The District investment policy allows investments in any financial institution that is a qualified public depository of the State of Florida as identified by the State Treasurer, in accordance with Chapter 280 of the Florida Statutes. Authorized District investments include, but are not limited to:

1. The Local Government Surplus Funds Trust Fund (SBA);
2. Securities and Exchange Commission Registered Money Market Funds with the highest credit quality rating from a nationally recognized rating agency;
3. Interest-bearing time deposits or savings accounts in qualified public depositories;
4. Direct obligations of the U.S. Treasury.

Credit Risk:

The District's investment policy limits credit risk by restricting authorized investments to those described. Investments in U.S. Government securities and agencies must be backed by the full faith and credit of the United States Government. Short-term bond funds shall be rated by a nationally recognized ratings agency and shall maintain the highest credit quality rating.

Custodial Credit Risk:

In the case of deposits, this is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District's investment policy requires that bank deposits be secured as provided by Chapter 280, Florida Statutes. This law requires local governments to deposit funds only in financial institutions designated as qualified public depositories by the Chief Financial Officer of the State of Florida, and creates the Public Deposits Trust Fund, a multiple financial institution pool with the ability to assess its member financial institutions for collateral shortfalls if a default or insolvency has occurred. At September 30, 2022, all of the District's bank deposits were in qualified public depositories.

For an investment, this is the risk that, in the event of the failure of the counterparty, the government will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. At September 30, 2022, none of the investments listed are exposed to custodial credit risk because their existence is not evidenced by securities that exist in physical or book entry form.

Concentration of Credit Risk:

The District's investment policy does not specify limits on the amount the District may invest in any one issuer.

Interest Rate Risk:

The District's investment policy does not specifically address interest rate risk; however, the general investment policy is to apply the prudent-person rule: Investments are made as a prudent person would be expected to act, with discretion and intelligence, to seek reasonable income, preserve capital, and in general, avoid speculative investments. The District manages its exposure to declines in fair values by investing primarily in pooled investments that have a weighted average maturity of less than three months.

NOTE 3 CAPITAL ASSETS

The following is a summary of changes in capital assets for the year ended September 30, 2022:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Disposals</u>	<u>Ending Balance</u>
Business-type Activities:				
Capital Assets, not being depreciated:				
Land	\$ 700,120	\$ -	\$ -	\$ 700,120
Total capital assets, not being depreciated	<u>700,120</u>	<u>-</u>	<u>-</u>	<u>700,120</u>
Capital Assets Being Depreciated:				
Canals	2,888,690	-	-	2,888,690
Ponds	1,245,537	-	-	1,245,537
Water control structures	672,531	-	-	672,531
Furniture and equipment	12,767	-	(6,064)	6,703
Total capital assets, being depreciated	<u>4,819,525</u>	<u>-</u>	<u>(6,064)</u>	<u>4,813,461</u>
Less accumulated depreciation for:				
Canals	(2,888,690)	-	-	(2,888,690)
Ponds	(1,234,737)	(3,600)	-	(1,238,337)
Water control structures	(650,532)	(4,921)	-	(655,453)
Furniture and equipment	(12,767)	-	6,064	(6,703)
Total accumulated depreciation, net	<u>(4,786,726)</u>	<u>(8,521)</u>	<u>6,064</u>	<u>(4,789,183)</u>
Total capital assets being depreciated, net	<u>32,799</u>	<u>(8,521)</u>	<u>-</u>	<u>24,278</u>
Business-type activities capital assets, net	<u>\$ 732,919</u>	<u>\$ (8,521)</u>	<u>\$ -</u>	<u>\$ 724,398</u>

NOTE 5 MANAGEMENT COMPANY

District Operations

The District has contracted with a management company ("GMS") to perform management services, which include financial and accounting services. Certain employees of GMS also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting and other administrative costs.

NOTE 6 RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. These risks are covered by commercial insurance from independent third parties. The District has not filed any claims under this commercial coverage during the last three years.



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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE
AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors
Valencia Water Control District

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities of *Valencia Water Control District* (the "District") as of and for the year ended September 30, 2022, which collectively comprise the District's financial statements and have issued our report thereon dated June __, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing procedures that are appropriate in the circumstances for the purpose of expressing opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

McDermitt Davis

Orlando, Florida
June __, 2023



MANAGEMENT LETTER

Board of Supervisors
Valencia Water Control District

We have audited the financial statements of *Valencia Water Control District* (the "District"), as of and for the fiscal year ended September 30, 2022, and have issued our report thereon dated June __, 2023.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in these reports, which are dated June __, 2023, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, require that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no such findings in the preceding annual financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information has been disclosed in the notes to the financial statements.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, requires us to apply appropriate procedures and communicate the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the *District's* financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information (Unaudited)

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the District reported:

- a. The total number of district employees compensated in the last pay period of the district's fiscal year as zero.
- b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the district's fiscal year as 13.
- c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as zero.
- d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as \$349,997.17.

- e. Each construction project with a total cost of at least \$65,000 approved by the district that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project as: Not Applicable.
- f. A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the district amends a final budget under Section 189.016(6), Florida Statutes, as \$0. The District does not have a budget amendment.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, the district reported:

- a. The rate or rates of non-ad valorem special assessments imposed by the district as operations and maintenance- \$61.52.
- b. The total amount of special assessments collected by or on behalf of the district as \$556,343.
- c. The total amount of outstanding bonds issued by the district and the terms of such bonds as not applicable.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

McDiarmid Davis

Orlando, Florida
June __, 2023

DRAFT



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**INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES**

To the Board of Supervisors
Valencia Water Control District

We have examined *the Valencia Water Control District's* (the "District") compliance with the requirements of Section 218.415, Florida Statutes, during the year ended September 30, 2022. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the standards applicable to attestation engagements contained in *Government Auditing Standards* issued by the Comptroller General of the United States, and, accordingly, included examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2022.

McDermitt Davis

Orlando, Florida
June __, 2023

DRAFT

ANNUAL MEETING

AGENDA

AGENDA

2023 ANNUAL MEETING OF THE BOARD OF SUPERVISORS OF VALENCIA WATER CONTROL DISTRICT

JUNE 13, 2023

Item:

1. Call meeting to order
2. Public Comment Period
3. Administer Oaths of Office to Newly Elected Supervisors
4. Election of President of Board of Supervisors
5. Appoint District Attorney (Presently Stephen F. Broome)
6. Appoint District Engineer (Presently David E. Mahler)
7. Appoint District Treasurer & Director (Presently George S. Flint)
8. Appoint District Deputy Treasurer (Presently Roy Miller)
9. Appoint District Secretary (Presently Stephen F. Broome)
10. Appoint District Deputy Secretaries (Presently William Ingle, Debra Donton and Brian Andrearczyk)
11. Approval of May 9, 2023 Minutes
12. General Fund Financial Reports
13. Engineer's Report
 - A. Consideration of Permit #0525 – Westwood Hotel
14. Attorney's Report
15. Continued Hearing: Budget for Fiscal Year 2024 and Tax Levy Resolution
16. Director's Report
 - A. Customer Call Log
 - B. Consideration of Estimate from Sthern Environmental to Provide Services at the C-12 Canal
 - C. Consideration of Permit #0526 – Fuhrmeister/Irrigation – Deer Creek Village
 - D. Ratification of Proposal from Tierra for Geotechnical Engineering Services – S501 Structure
 - E. Consideration of Non Ad Valorem Assessment Administration Agreement with Orange County Property Appraiser
17. Other Business
18. Adjournment

MINUTES

**MINUTES OF THE MONTHLY MEETING
OF THE BOARD OF SUPERVISORS
OF VALENCIA WATER CONTROL DISTRICT**

May 9, 2023

The monthly meeting of the Board of Supervisors of **VALENCIA WATER CONTROL DISTRICT** was held at 1:00 P.M. on Tuesday, May 9, 2023, at the Lake Ridge Village Clubhouse, 10630 Larissa Street, Orlando, Florida. Physically present were Supervisors Debra Donton, Brian Andrearczyk, Amanda Whitney, and William Ingle. Supervisor Roy Miller was in attendance via phone. Also, in attendance were the following: George Flint, District Director; Stephen Broome, District Counsel; Stacie Vanderbilt, District Administrative Assistant, Scott Breitenstein, CPH Engineers, and Dan Brown, Sthern Environmental. Also present was Donna Finkelstein, Greenbriar website.

ITEM #1

Call Meeting to Order

Mr. Flint called the meeting to order at 1:00 P.M. A quorum of four Board members were present.

ITEM #2

Public Comment Period

Ms. Donna Finkelstein (Greenbriar) stated she would like to order more “No Trespassing” signs for the other side of the overpass. People are bringing boats along the driveway again trying to see if they can get in. She pointed it out on the map for Mr. Flint and said the Sheriff is trespassing people but they are still coming in along the back of the houses.

Mr. Flint advised that the signs are located on the District’s property access points so any trespassers would have to walk past the signs, and typically avoid trying to put signs right being individual homes. He stated we will look at the area and asses the need.

Ms. Finkelstein stated she would be willing to pay for 3 more signs for her homes because she doesn’t want people on her property.

ITEM #3

Approval of April 11, 2023 Monthly Meeting Minutes

Mr. Flint stated the next item was the minutes from the April 11, 2023 monthly meeting. He asked if there were any corrections, deletions, or additions.

On MOTION by Debra Donton, seconded by Brian Andreleczyk, with all in favor the Minutes from the April 11, 2023 Monthly Meeting were approved, as presented.

ITEM #4 **General Fund Financial Reports**

Mr. Flint reviewed the April 2023 financial statements with the Board and stated they are still collecting assessments and that is not uncommon. Everything is under budget right now.

ITEM #5 **Engineer’s Report**

Mr. Breitenstein received a permit after the agenda went out, it was submitted by Westwood Hotel and will be on the next agenda.

ITEM #6 **Attorney’s Report**

Mr. Broome stated there is nothing new to report.

ITEM #7 **Budget for Fiscal Year 2024, Proof of Publication and Tax Levy Resolution**

Mr. Flint asked the Board to continue this item to the June 13, 2023 meeting.

On MOTION by Debra Donton, seconded by Brian Andreleczyk, with all in favor the Hearing on the Budget for Fiscal Year 2024, Proof of Publication and Tax Levy Resolution was continued to June 13, 2023 at 1:00 PM at the Lake Ridge Village Clubhouse.

ITEM #8 **Director’s Report**

A. Customer Call Log

Mr. Flint went over the call log with the Board. He stated a resident in Montpelier Village called about mowing that was not being done by the District all the way to her fence, but the District had not changed the mowing pattern. He stated the utility boxes are used as a guide to know where the property lines end and doesn’t follow up with weeders. The homeowner was advised to check back with her HOA that does the mowing at her home.

Mr. Flint stated something did come up at the Waterview HOA where they have conservation areas that aren’t being maintained by them but they are going to the County to maintain it. The HOA went to Orange County going back to September 2022 and now Orange

County came back to the District saying that Valencia owns the property. He stated he reached out to the EPD for answers and is waiting to hear back.

Mr. Flint stated we did the annual inspection last week, there were no areas of concern that have not been previously identified. The head of C-1 at Central Florida Parkway, there is a pipe that has failed and Orange County needs to repair the hole that was made, they are looking at it. On the C-10 in Lime Tree, a pipe failed that needs repair and the District Engineer will present the annual report next month.

ITEM #9

Other Business

There being none,

ITEM #10

Adjournment

On MOTION by Debra Donton, seconded by Brian Andrelczyk, with all in favor the meeting was adjourned at 1:30 pm.

Stephen F. Broome, Secretary

Roy Miller

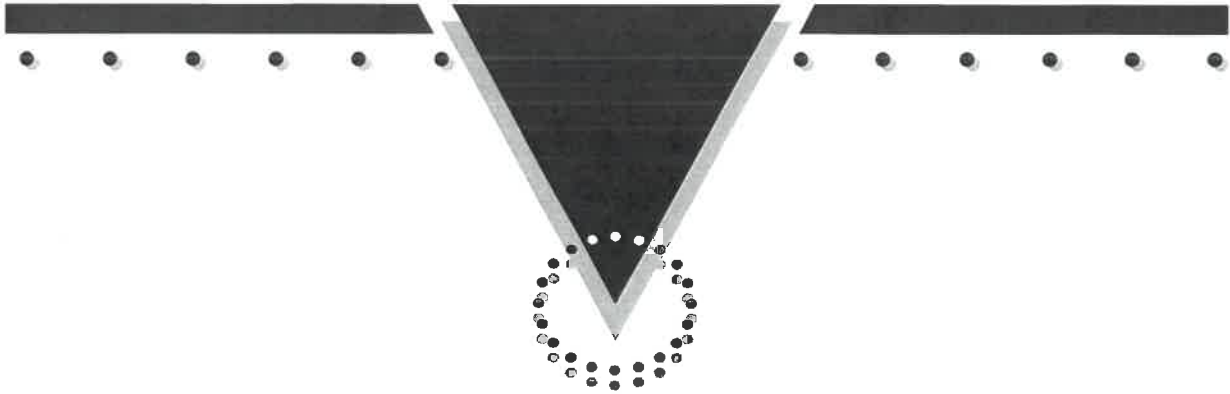
William Von Ingle

Amanda Whitney

Brian Andrelczyk

Debra Donton

SECTION XII



**Valencia
Water Control District**

**Unaudited Financial Reporting
May 31, 2023**



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1 Balance Sheet

2-3 General Fund Income

4 Capital Reserve Fund

5-6 Month to Month

7 Assessment Receipt Schedule

VALENCIA
WATER CONTROL DISTRICT
BALANCE SHEET
May 31, 2023

	General Fund	Capital Reserve Fund	Totals 2023
<u>ASSETS:</u>			
<i>CURRENT ASSETS</i>			
OPERATING - TRUIST	\$252,920	---	\$252,920
CAPITAL RESERVE - TRUIST	---	\$276,992	\$276,992
<u>INVESTMENTS</u>			
SBA - CAPITAL RESERVES	---	\$776,604	\$776,604
SBA - OPERATING RESERVES	\$41,058	---	\$41,058
PETTY CASH	\$100	---	\$100
TOTAL CURRENT ASSETS	\$294,079	\$1,053,596	\$1,347,675
<u>FIXED ASSETS</u>			
LAND	\$700,120	---	\$700,120
STRUCTURES	\$672,531	---	\$672,531
CANALS	\$2,888,690	---	\$2,888,690
PONDS	\$1,245,537	---	\$1,245,537
EQUIPMENT & OFFICE FURNITURE	\$12,767	---	\$12,767
ACCUMULATED DEPRECIATION	(\$4,786,726)	---	(\$4,786,726)
TOTAL FIXED ASSETS	\$732,919	\$0	\$732,919
TOTAL ASSETS	\$1,026,998	\$1,053,596	\$2,080,594
<u>LIABILITIES:</u>			
ACCOUNTS PAYABLE	---	---	\$0
<u>FUND EQUITY:</u>			
FUND BALANCES:			
UNASSIGNED	\$294,079	\$1,053,596	\$1,347,675
NET ASSETS CAPITALIZED	\$732,919	---	\$732,919
TOTAL LIABILITIES & FUND EQUITY	\$1,026,998	\$1,053,596	\$2,080,594

VALENCIA

WATER CONTROL DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending May 31, 2023

	ADOPTED BUDGET	PRORATED BUDGET THRU 5/31/23	ACTUAL THRU 5/31/23	VARIANCE
<u>REVENUES:</u>				
ASSESSMENTS - TAX ROLL	\$553,302	\$553,302	\$516,442	(\$36,860)
INTEREST	\$100	\$67	\$1,486	\$1,420
MISCELLANEOUS REVENUE	\$0	\$0	\$294	\$1,192
TOTAL REVENUES	\$553,402	\$553,369	\$518,223	(\$34,247)
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
SUPERVISORS FEES	\$2,500	\$1,667	\$1,400	\$267
ENGINEERING	\$37,200	\$24,800	\$12,600	\$12,200
ATTORNEY	\$12,000	\$8,000	\$8,000	\$0
ANNUAL AUDIT	\$5,200	\$0	\$0	\$0
ASSESSMENT ROLL CERTIFICATION	\$2,500	\$2,500	\$2,500	\$0
MANAGEMENT FEES	\$50,264	\$33,509	\$33,509	(\$0)
INFORMATION TECHNOLOGY	\$1,300	\$867	\$867	\$0
WEBSITE ADMINISTRATION	\$800	\$533	\$533	(\$0)
INSURANCE	\$14,710	\$14,710	\$13,179	\$1,531
REPORT PREPARATION - NPDES	\$15,000	\$10,000	\$3,274	\$6,726
OFFICE LEASE	\$12,980	\$8,653	\$3,044	\$5,610
PRINTING & BINDING	\$500	\$333	\$312	\$22
POSTAGE	\$500	\$333	\$324	\$9
TRAVEL PER DIEM	\$100	\$67	\$0	\$67
LEGAL ADVERTISING	\$2,500	\$1,667	\$167	\$1,500
BANK FEES	\$500	\$333	\$362	(\$28)
OTHER CURRENT CHARGES	\$400	\$267	\$0	\$267
OFFICE SUPPLIES	\$350	\$233	\$122	\$111
ELECTION FEES	\$3,750	\$0	\$0	\$0
MEETING RENTAL FEE	\$500	\$333	\$300	\$33
PROPERTY APPRAISER FEE	\$5,417	\$0	\$0	\$0
DUES, LICENSES & SUBSCRIPTIONS	\$2,150	\$1,675	\$1,675	\$0
TOTAL ADMINISTRATIVE	\$171,121	\$110,481	\$82,167	\$28,314

VALENCIA

WATER CONTROL DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending May 31, 2023

	ADOPTED BUDGET	PRORATED BUDGET THRU 5/31/23	ACTUAL THRU 5/31/23	VARIANCE
<u>FIELD OPERATIONS:</u>				
<u>UTILITIES:</u>				
ELECTRIC	\$750	\$500	\$50	\$450
WATER & SEWER	\$500	\$333	\$55	\$278
<u>CONTRACTS:</u>				
AQUATIC WEED CONTROL	\$40,000	\$26,667	\$23,077	\$3,590
MOWING	\$98,289	\$40,957	\$40,957	\$0
WATER QUALITY MONITORING	\$19,746	\$13,164	\$11,444	\$1,721
<u>REPAIRS & MAINTENANCE:</u>				
CANAL & RETENTION POND MAINTENANCE	\$40,000	\$26,667	\$7,473	\$19,194
OFFICE	\$500	\$333	\$45	\$288
SECURITY GATES & SIGNS	\$750	\$500	\$0	\$500
<u>OTHER:</u>				
NPDES INSPECTION & FEES	\$6,000	\$4,000	\$1,875	\$2,125
OPERATING SUPPLIES	\$500	\$333	\$0	\$333
CONTINGENCY	\$2,500	\$1,667	\$0	\$1,667
TOTAL FIELD OPERATIONS	\$209,534	\$115,121	\$84,975	\$30,146
<u>OTHER USES</u>				
TRANSFER OUT - CAPITAL RESERVE	\$267,402	\$267,402	\$267,402	\$0
TOTAL OTHER USES	\$267,402	\$267,402	\$267,402	\$0
TOTAL EXPENDITURES	\$648,057	\$493,004	\$434,544	\$58,460
EXCESS REVENUES (EXPENDITURES)	(\$94,655)		\$83,679	
FUND BALANCE - Beginning	\$94,656		\$943,319	
FUND BALANCE - Ending	\$0		\$1,026,998	

VALENCIA

WATER CONTROL DISTRICT

CAPITAL RESERVE FUND

Statement of Revenues & Expenditures

For The Period Ending May 31, 2023

	ADOPTED BUDGET	PRORATED BUDGET THRU 5/31/23	ACTUAL THRU 5/31/23	VARIANCE
<u>REVENUES:</u>				
TRANSFER IN	\$267,402	\$267,402	\$267,402	\$0
INTEREST	\$100	\$67	\$25,596	\$25,530
TOTAL REVENUES	\$267,502	\$267,469	\$292,998	\$25,530
<u>EXPENDITURES:</u>				
<u>EXPENDITURES</u>				
CONTINGENCY	\$500	\$333	\$319	\$14
CAPITAL IMPROVEMENTS	\$100,000	\$66,667	\$105,528	(\$38,861)
TOTAL EXPENDITURES	\$100,500	\$67,000	\$105,847	(\$38,847)
EXCESS REVENUES (EXPENDITURES)	\$167,002		\$187,152	
FUND BALANCE - Beginning	\$760,956		\$866,445	
FUND BALANCE - Ending	\$927,958		\$1,053,596	

VALENCIA
Water Control District

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
REVENUES:													
ASSESSMENTS - TAX ROLL	\$0	\$27,178	\$201,001	\$101,152	\$92,506	\$44,018	\$15,103	\$35,485	\$0	\$0	\$0	\$0	\$516,442
INTEREST	\$143	\$173	\$197	\$210	\$198	\$210	\$171	\$184	\$0	\$0	\$0	\$0	\$1,486
MISCELLANEOUS REVENUE	\$0	\$0	\$212	\$82	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$294
TOTAL REVENUES	\$143	\$27,351	\$201,410	\$101,444	\$92,705	\$44,227	\$15,274	\$35,669	\$0	\$0	\$0	\$0	\$518,223
EXPENDITURES:													
ADMINISTRATIVE:													
SUPERVISORS FEES	\$250	\$250	\$0	\$0	\$190	\$250	\$250	\$250	\$0	\$0	\$0	\$0	\$1,400
ENGINEERING	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$0	\$0	\$0	\$0	\$0	\$0	\$12,600
ATTORNEY	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$0	\$0	\$0	\$0	\$8,000
ANNUAL AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ASSESSMENT ROLL CERTIFICATION	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
MANAGEMENT FEES	\$4,189	\$4,189	\$4,189	\$4,189	\$4,189	\$4,189	\$4,189	\$4,189	\$0	\$0	\$0	\$0	\$33,509
INFORMATION TECHNOLOGY	\$108	\$108	\$108	\$108	\$108	\$108	\$108	\$108	\$0	\$0	\$0	\$0	\$867
WEBSITE ADMINISTRATION	\$67	\$67	\$67	\$67	\$67	\$67	\$67	\$67	\$0	\$0	\$0	\$0	\$533
INSURANCE	\$13,179	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,179
REPORT PREPARATION - NPDES	\$1,515	\$484	\$0	\$525	\$570	\$180	\$0	\$0	\$0	\$0	\$0	\$0	\$3,274
OFFICE LEASE	\$1,883	\$130	\$130	\$130	\$193	\$193	\$193	\$193	\$0	\$0	\$0	\$0	\$3,044
PRINTING & BINDING	\$0	\$100	\$50	\$0	\$0	\$96	\$38	\$28	\$0	\$0	\$0	\$0	\$312
POSTAGE	\$0	\$104	\$47	\$3	\$6	\$72	\$46	\$47	\$0	\$0	\$0	\$0	\$324
TRAVEL PER DIEM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LEGAL ADVERTISING	\$0	\$0	\$0	\$0	\$0	\$167	\$0	\$0	\$0	\$0	\$0	\$0	\$167
BANK FEES	\$74	\$39	\$39	\$39	\$38	\$39	\$54	\$39	\$0	\$0	\$0	\$0	\$362
OTHER CURRENT CHARGES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OFFICE SUPPLIES	\$0	\$47	\$19	\$0	\$0	\$18	\$19	\$19	\$0	\$0	\$0	\$0	\$122
ELECTION FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MEETING RENTAL FEE	\$50	\$50	\$0	\$0	\$50	\$50	\$50	\$50	\$0	\$0	\$0	\$0	\$300
PROPERTY APPRAISER FEE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DUES, LICENSES & SUBSCRIPTIONS	\$1,675	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,675
TOTAL ADMINISTRATIVE	\$28,590	\$8,667	\$7,748	\$8,161	\$8,471	\$8,528	\$6,013	\$5,989	\$0	\$0	\$0	\$0	\$82,167

VALENCIA
Water Control District

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
<u>FIELD OPERATIONS:</u>													
<u>UTILITIES:</u>													
ELECTRIC	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50
WATER & SEWER	\$27	\$28	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$55
<u>CONTRACTS:</u>													
AQUATIC WEED CONTROL	\$4,572	\$2,322	\$2,322	\$2,322	\$2,322	\$4,572	\$2,322	\$2,322	\$0	\$0	\$0	\$0	\$23,077
MOWING	\$15,885	\$4,590	\$0	\$0	\$0	\$0	\$15,892	\$4,590	\$0	\$0	\$0	\$0	\$40,957
WATER QUALITY MONITORING	\$1,646	\$1,646	\$1,571	\$1,646	\$1,646	\$1,646	\$1,646	\$0	\$0	\$0	\$0	\$0	\$11,444
<u>REPAIRS & MAINTENANCE:</u>													
CANAL & RETENTION POND MAINTENANCE	\$1,473	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$0	\$0	\$0	\$0	\$0	\$7,473
OFFICE	\$0	\$45	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45
SECURITY GATES & SIGNS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<u>OTHER:</u>													
NPDES INSPECTION & FEES	\$0	\$0	\$1,875	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,875
OPERATING SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL FIELD OPERATIONS	\$23,652	\$9,631	\$6,768	\$4,968	\$4,968	\$7,218	\$20,860	\$6,912	\$0	\$0	\$0	\$0	\$84,975
<u>OTHER USES:</u>													
TRANSFER OUT - CAPITAL RESERVE	\$0	\$0	\$0	\$200,000	\$67,402	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$267,402
TOTAL OTHER USES	\$0	\$0	\$0	\$200,000	\$67,402	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$267,402
TOTAL EXPENDITURES	\$52,241	\$18,298	\$14,516	\$213,128	\$80,841	\$15,746	\$26,873	\$12,902	\$0	\$0	\$0	\$0	\$434,544
EXCESS REVENUES (EXPENDITURES)	(\$52,098)	\$9,054	\$186,894	(\$111,685)	\$11,864	\$28,481	(\$11,599)	\$22,767	\$0	\$0	\$0	\$0	\$83,679

**VALENCIA
WATER CONTROL DISTRICT**

SPECIAL ASSESSMENT RECEIPTS - FY2023

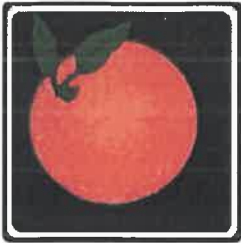
TAX COLLECTOR

Gross Assessments \$ 576,853 \$ 576,853
Net Assessments \$ 548,011 \$ 548,011

Date Received	Dist.#	Gross Assessments Received	Discounts/ Penalties	Commissions Paid	Interest Income	Net Amount Received	General Fund 100.00%	Total 100%
11/1/22	1	\$ 2,322.26	\$ 116.75	\$ 22.06	\$ -	\$ 2,183.45	\$ 2,183.45	\$ 2,183.45
11/14/22	2	\$ 5,472.64	\$ 217.65	\$ 52.55	\$ -	\$ 5,202.44	\$ 5,202.44	\$ 5,202.44
11/21/22	3	\$ 20,824.16	\$ 831.99	\$ 199.92	\$ -	\$ 19,792.25	\$ 19,792.25	\$ 19,792.25
12/5/22	4	\$ 122,978.48	\$ 4,918.71	\$ 1,180.60	\$ -	\$ 116,879.17	\$ 116,879.17	\$ 116,879.17
12/14/22	5	\$ 56,352.32	\$ 2,253.76	\$ 540.99	\$ 231.02	\$ 53,788.59	\$ 53,788.59	\$ 53,788.59
12/19/22	6	\$ 31,915.66	\$ 1,276.38	\$ 306.39	\$ -	\$ 30,332.89	\$ 30,332.89	\$ 30,332.89
1/11/23	7	\$ 106,429.60	\$ 4,255.80	\$ 1,021.74	\$ -	\$ 101,152.06	\$ 101,152.06	\$ 101,152.06
2/1/23	8	\$ 62,931.88	\$ 2,507.27	\$ 604.25	\$ -	\$ 59,820.36	\$ 59,820.36	\$ 59,820.36
2/13/23	9	\$ 34,378.45	\$ 1,362.40	\$ 330.16	\$ -	\$ 32,685.89	\$ 32,685.89	\$ 32,685.89
3/14/23	10	\$ 43,861.18	\$ 1,732.79	\$ 421.28	\$ 2,310.41	\$ 44,017.52	\$ 44,017.52	\$ 44,017.52
4/12/23	11	\$ 15,782.04	\$ 526.83	\$ 152.55	\$ -	\$ 15,102.66	\$ 15,102.66	\$ 15,102.66
5/11/23	12	\$ 36,853.90	\$ 1,010.26	\$ 358.44	\$ -	\$ 35,485.20	\$ 35,485.20	\$ 35,485.20
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals		\$ 540,102.57	\$ 21,010.59	\$ 5,190.93	\$ 2,541.43	\$ 516,442.48	\$ 516,442.48	\$ 516,442.48

SECTION XIII

SECTION A



VALENCIA WATER CONTROL DISTRICT
219 E. LIVINGSTON STREET, ORLANDO, FL 32801
PHONE: 407-841-5524 x 101 - FAX: 407-839-1526

June 13, 2023

Empire EQ Hotel, LLC
Attn: Joel Rosen, Vice President
45 Broadway, Floor 27
New York, NY 10006

Subject: Permit #0525

Dear Mr. Rosen:

Empire EQ Hotel, LLC is hereby granted a construction permit related to a commercial hotel, Westwood Hotel. Approval is granted in accordance with approved plans and hydraulic calculations and the following **GENERAL AND SPECIFIC CONDITIONS:**

GENERAL CONDITIONS:

1. That the District or their agents may at any time make such inspections as they may deem necessary to ensure that the construction or work is performed in accordance with the conditions of this permit.
2. That the permittee will maintain the work authorized herein during construction and thereafter in good condition in accordance with the approved plans.
3. That the permittee shall comply promptly with any lawful regulations, conditions, or instructions affecting the structure or work authorized herein if and when issued by the U.S. Environmental Protection Agency, the South Florida Water Management District and the Florida Department of Environmental Protection and/or any county or city environmental protection agency having jurisdiction to abate or prevent water pollution, including thermal or radiation pollution. Such regulations, conditions, or instructions in effect or hereafter prescribed by the federal, state, county and city agencies have hereby made a condition of this permit.
4. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the District's right, title and interest in the land to be entered upon and used by the permittee, and the permittee will at all times, assume all risk and indemnify, defend and save harmless Valencia Water Control District from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by the permittee of the aforesaid rights and privileges.

5. The permittee and/or their agents will use every measure to prevent the run-off of turbid water into the District's facilities including, but not limited to, the use of temporary ponds, silt barriers, chemical additives and temporary grassing during construction.
6. If discharge of water by permittee should at any time raise the level of pollutants in the District's water management facility to the point where the District is in violation of a statute or regulation, permittee will either: (a) immediately cease such discharge, (b) remove pollutants from the water before discharging into District facilities, and pay all costs which the District must incur in order to reduce pollution in the District's facilities to acceptable levels.
7. That all the provisions of this permit shall be binding on any assignee or successor in interest of the permittee.
8. That any modification, suspension or revocation of this permit shall not be the basis for a claim for damages against Valencia Water Control District.
9. The Valencia Water Control District agrees that the issuance of this permit allows the passage of water through their canals but in so doing does not assume any responsibility for damage to any persons or property.
10. That the engineer of record certify that the facilities as constructed comply with the submitted hydraulic calculations and approved drawings.
11. That the permittee agrees not to modify or alter the constructed facilities at any future time without the express consent of the District.
12. This permit is valid for 3 years from date of approval or runs concurrently with the SFWMD permit, if required, whichever expires first.
13. That this permit must be executed within 30 days of Board approval or must be brought back to the Board for reconsideration.

END OF GENERAL CONDITIONS

SPECIFIC CONDITIONS

1. That the Construction Plans, sheets C-001 – C-007; C-100 - C-102; C-200 - C-203; C-300 – C-302; C-400 – C-406 titled Westwood Hotel Orangewood N-1 PD as recommended for approval by the District Engineer on May 2, 2023, become part of this permit.

Attest:

Signature: _____

Empire EQ Hotel, LLC

Title: _____

Attest:

Granted by:

Valencia Water Control District

By: _____

Roy Miller, President

On this ____ day of _____, 2023



1117 East Robinson St.
Orlando, FL 32801
Phone: 407.425.0452
Fax: 407.648.1036

May 9, 2023

Board of Directors
Valencia Water Control District
219 E. Livingston Street
Orlando, Florida 32801

RE: Westwood Hotel
VWCD Permit No. 524
CPH Project No. 6816.07

Dear Honorable Board Members:

We have completed our review of the above referenced project submitted by Harris Civil engineers, on May 2, 2023. Based on our review, we have no objection to the Board approving this permit.

Sincerely,
CPH, LLC

A handwritten signature in blue ink, appearing to read 'D. Mahler', is written over the typed name below.

David E. Mahler, P.E.
District Engineer

Cc: Abdul Alkardry, P.E., Harris
file

Permit No. _____
(Assigned by V.W.C.D.)

**APPLICATION TO BOARD OF SUPERVISORS OF
Valencia Water Control District
for Permit**

- (1) **PROPOSED USE:** Commercial hotel
- (2) **LOCATION OF WORK:** Block: 0 Lot: 24 Subdivision: 9655
or Section: 12 Township: 24 Range: 28
- (3) **DISTRICT WORKS INVOLVED:** Construction of a new storm-water management system
- (4) **OWNER OF PROPOSED WORK OR STRUCTURE:** Phone #: 646-734-5833
Name: Joel Rosen – Empire EQ Hotel, LLC Title Vice President
Address: 45 Broadway, Floor 27 New York NY 10006
(Street) (City) (State) (Zip)
- (5) **APPLICATION OTHER THAN OWNER:** (if any) Phone #: (407) 428-2652
Name: Abdul Alkadry, P.E. – Vice President Serving as: Registered Professional Consultant
Address: 1200 Hillcrest St. Suite 200 Orlando FL 32803
(Street) (City) (State) (Zip)
- (6) **AREA PROPOSED TO BE SERVED:** Give legal description and size in acres. Attach legal description if necessary. If land is platted, indicate Block, Lot and Subdivision. _____
See attached for legal description.
Site consist of 4.999 acres.
Parcel ID: 12-24-28-9655-00-024
- (7) **CONSTRUCTION SCHEDULE:** The proposed work, if permitted, will begin within 30 Calendar days of permit approval and be completed within 731 calendar days thereafter.
- (8) **This application, including sketches, drawings or plans and specifications attached contains a full and complete description of the work proposed or use desired of the above described facilities of the District and for which permit is herewith applied. It shall be a part of any permit that may be issued. It is agreed that all work or the use of the District's facilities will be in accordance with the permit to be granted.**

Submitted this 2nd day of May, 2023

Signature of Owner (Officer of Corporation): _____

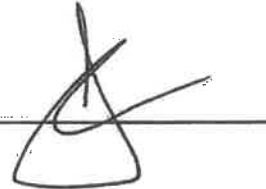


Exhibit "A"

Legal Description of the Land

Parcel 1: (also known as Lot 4)

A portion of Lot 2, Westwood, according to the plat thereof, as recorded in Plat Book 20, Pages 132 and 133, Public Records of Orange County, Florida, lying in Section 12, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the northeast corner of said Lot 2; thence run S 89°46'17" W, along the northerly line of said Lot 2, a distance of 46.00 feet for the POINT OF BEGINNING; thence, departing said northerly line, run S 00°13'43" E, a distance of 554.82 feet to a point on the northerly right-of-way line of Westwood Boulevard, as shown and described on the plat WESTWOOD BOULEVARD RIGHT-OF-WAY-PHASE II, as recorded in Plat Book 15, page 80, Public Records of Orange County, Florida; said point being a point on a non-tangent curve, concave southeasterly, having a radius of 1045.82 feet and a central angle of 14°47'24"; thence run southwesterly, along said northerly right-of-way line, the following courses and distances; on a chord bearing of S 71°34'53" W, run 269.96 feet along the arc of said curve to the point of tangency thereof; thence run S 64°11'11" W, a distance of 10.18 feet; thence, departing said northerly right-of-way line, run N 27°34'38" W, a distance of 209.91 feet; thence run N 05°42'29" W, a distance of 440.66 feet to a point on the aforesaid northerly line of said Lot 2, WESTWOOD; said point being a point on a non-tangent curve, concave southerly, having a radius of 5603.59 feet and a central angle of 02°56'22"; thence run easterly, along said northerly line, the following courses and distances; on a chord bearing of N 86°08'56" E, run 287.48 feet along the arc of said curve to a point; thence run N 89°46'17" E, a distance of 116.58 feet to the POINT OF BEGINNING.

AND

Parcel 2:

Together with that certain Ingress and Egress Easement described in Exhibit "C" to that certain Easement Agreement recorded in Official Records Book 9556, Page 3072, Public Records of Orange County, Florida.

AND

Parcel 3:

Together with that certain Shared Access Easement described in Exhibit "D" to that certain Master Easement and Restrictive Covenant Agreement recorded in Official Records Book 9407, Page 1437, Public Records of Orange County, Florida.

1 Unless otherwise specified, all work shall be performed consistent with the following specifications:
ORANGE COUNTY, FLORIDA
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION
2 Final design will be based upon geotechnical report.
3 Contractor shall familiarize himself with the site, including all surface and subsurface conditions, the work required and all other conditions that may affect the successful completion of the job prior to commencement of work.
4 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and permit conditions bearing on the conduct of the Work, as drawn and specified. If the Contractor observes that the drawings and specifications are in variance therewith, he shall promptly notify the Engineer, in writing, and any necessary changes shall be indicated, as provided in the Agreement for changes in the Work.
5 The Contractor shall be responsible to the Owner and the Engineer for the acts and omissions of Contractor's employees and all his subcontractors and their agents and employees and other persons performing any of the Work under a contract with the Contractor.
6 The Contractor shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies, and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as poles, tracks, piping, wires, cables, conduits, poles, guys, or other similar facilities, including incidental structures connected therewith that are encroached in the Work in order that such items may be properly supported, protected or located.
7 Unless otherwise specified in the general conditions, all construction to be governed by the plans, applicable permits, and specifications herein, and all applicable Federal, State and Local building and safety codes, laws and ordinances.
8 Prior to performing any work within any public or utility right-of-way, Contractor shall obtain authorization and permit from jurisdiction responsible for such right-of-way. In addition, Contractor shall obtain the U.S. number from local gas company and notify Underground Utilities, Notification Center at 1-800-432-4770 at least 72 hours prior to start of work.
9 Prior to performing any work within any public right-of-way, Contractor shall develop and implement a traffic control plan consistent with the "Manual on Uniform Traffic Control Devices" published by the U.S. Department of Transportation, Federal Highway Administration, and submit to the Engineer for approval.
10 In the event the Contractor discovers any errors or omissions in the plans he shall immediately notify the owner or owner's agent.
11 Contractor shall preserve and protect all permanent reference monuments, permanent control points, permanent bench marks and property corners. In the event the monuments, points or markers are disturbed the Contractor shall employ a Florida Registered Land Surveyor to re-locate or replace them.
12 The owner, owner's agent and inspectors of applicable government jurisdictions, shall at all times have access to the work whenever and whenever he is preparing or preparing and the Contractor shall provide proper facilities for such access and for the inspection.
13 It is the Contractor's responsibility to take all reasonable and prudent precautions to insure that all completed work, materials and equipment stored on site are safe and secured from unauthorized access or use. Such precautions may include installation of signs, fences, or posting of security guards.
14 Contractor shall, at all times, utilize all normally accepted and reasonably expected safety practices and comply with all Federal, State and Local regulations, ordinances and guidelines pertaining to safe utilization of equipment or materials as published by manufacturer.
15 Prior to installing any excavation (including but not limited to tunnels, ditches, storm water ponds, canals, artificial lakes) Contractor shall install fences and take all other reasonable and prudent steps to insure that access to excavation by unauthorized persons is prevented.
16 Contractor shall comply in every respect with the provisions of the Florida State Trench Safety Act.
17 17.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
A. All employees on the Work and all other persons who may be affected thereby;
B. All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of its subcontractors; and
C. Other property at the site or adjacent thereto, including trees, shrubs, lawn, walks, pavements, roadways, structures and utilities not designated for demolition in the course of construction.
17.2 The Contractor shall comply with all applicable safety codes and with all applicable laws, ordinances, rules, regulations and lawful orders of any public, quasi public or other authority having jurisdiction for the safety of persons or property or for their protection against damage, injury or loss, or designed to protect the environment. The Contractor shall erect and maintain, as required by existing conditions and the nature of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of equipment utilizing the substance of contents and of the safety regulations.
17.3 All damage or loss to any property referred to in Clause 17.1(B) and 17.1(C) caused in whole or in part by the Contractor, a Subcontractor, or by anyone for whose acts any of them may be liable, shall be remedied by the contractor, except damage or loss properly attributable solely to the acts or omissions of the Owner, or the Engineer or anyone employed by them, or for whose acts any of them may be liable, and not properly attributable in whole or in part, to the fault or negligence of the Contractor.
17.4 Until final acceptance of the Work by Owner, the Contractor shall have the charge and care of and shall bear the risk of injury or damage, loss or expense to any part thereof, or to any materials stored on site, by the action of the elements or from any other cause whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before that acceptance and shall bear the expense thereof.
17.5 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety. No load shall be placed on a roof without the approval of the Owner or Engineer.
17.6 These parts of the Work in place which are subject to damage because of operations being carried on adjacent thereto shall be covered, braced or be suitably enclosed with adequate protection by the Contractor at Contractor's expense.
17.7 Permanent openings used as thoroughfares for the introduction of Work and materials to the structure shall have heads, jacks and sills well braced and loaded by the Contractor. Owner retains the authority, but assumes no duty, to establish standards of protection, and to review the sufficiency of protective measures taken by the Contractor.
17.8 Adequate traffic control, barricades and flagman services shall be furnished and maintained by the Contractor at all points where conveying equipment engaged on the Work regularly enters onto or crosses thru traffic-carrying roads.
18 18.1 The Contractor shall comply in every respect with the Federal Occupational Health and Safety Act of 1970 and all rules and regulations now or hereafter in effect under that Act, and the Contractor further agrees to comply with any and all applicable state laws and regulations pertaining to job safety and health.
18.2 The Contractor shall protect and keep Owner (including their agents and employees) free and harmless from any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims or judgments resulting from the Federal Occupational Safety and Health Act of 1970 as amended or any rules or regulations promulgated thereunder or of any state laws or regulations pertaining to job safety and health arising out of or in any way connected with the performance of Work or Work to be performed under this Contract, and Contractor shall indemnify Owner from any such claims, penalties, suits or actions, public or private, administrative or judicial, including attorney's fees paid or incurred by or on behalf of Owner, jointly or severally, under their agents and employees. The Contractor further agrees, in the event of a criminal violation of any federal or state safety and health law or regulation arising out of or in any way connected with the performance of Work or Work to be performed under this Contract, Owner may immediately take whatever action is deemed necessary by Owner to remedy the criminal violation. Any and all costs or expenses paid or incurred by Owner in taking such action shall be borne by Contractor, and Contractor agrees to protect, hold harmless and indemnify Owner against any and all such costs or expenses.
19 All Work performed under the Contract and all equipment, appliances, tools and like items used in the Work shall conform to applicable safety codes and regulations of any public or other authority having jurisdiction. In the event of conflicting requirements, the more stringent interpretation or regulation shall govern.
20 The Contractor shall develop and implement an erosion control plan to minimize erosion and insure functioning of storm water management system upon completion of construction.
21 21.1 Contractor and its subcontractors shall use, handle, transport, and dispose of all hazardous materials (as defined Paragraph 21.2) in compliance with all current federal, state and local environmental, health or safety law, including, but not limited to, all such statutes, regulations, rules, ordinances, codes, and rules of common law.
21.2 Contractor further agrees that Contractor and its Subcontractors shall not cause the discharge, release or disposal of any hazardous material created by its work on or about the Job Site, in the event of any spill, release or any other reportable occurrence, Contractor shall notify the appropriate governmental agency and shall take such action as may be necessary to minimize the deleterious effect of such spill on persons or property.
21.3 Contractor and its Subcontractors shall, upon completion of performance of all duties under this Contract, remove all supplies, materials, and waste materials and hazardous material from the Job Site. Contractor shall bear full financial responsibility, as between the parties to this Contract, for the compliance of Contractor and its Subcontractors with the provisions of this Paragraph 21.7.
21.4 Contractor agrees to indemnify, defend, protect and hold the Owner harmless from and against any claims including, without limitation, actual attorney's fees, and costs of investigation, soils testing, governmental approvals, remediation and cleanup arising out of or in any way connected with the failure of Contractor or its Subcontractors, or their agents, employees, officers, or representatives, to comply with the terms of this Article 21.
21.5 Should Contractor or its Subcontractors discharge, release or dispose of any hazardous material on or about the Job Site in violation of this Paragraph, Contractor shall immediately so inform Owner in writing. In the event of any spill, release or any other reportable occurrence, Contractor shall notify the appropriate governmental agency and shall take such action as may be necessary to minimize the deleterious effect of such spill on persons or property.
21.6 In the event Contractor or its Subcontractors encounter on the Premises any pipelines, underground storage tank or other container, of any kind, that may contain a hazardous material, or encounter material reasonably believed to be a hazardous material, Contractor shall immediately stop work in the area affected and report the condition to Owner in writing.
21.7 Contractor or its Subcontractors do not comply with the requirements of this Paragraph, Owner may, but is not obligated to, give written notice of violation to Contractor, should Contractor or its Subcontractors fail to comply with the requirements of the Paragraph within twenty-four (24) hours from the time Owner issues such written notice of non-compliance or within the time of an abatement period specified by any governmental agency, whichever period is shorter, Contractor shall be in material default of this Contract.
21.8 "Hazardous material" means any substance: (a) the presence of which requires investigation or remediation under any present federal, state or local statute, regulation, ordinance, rule, code, order, action, policy or storm law; or (b) which is or becomes defined as a "hazardous waste," "hazardous substance," "pollutant" or "contaminant" under any present federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), Section 101(f) at (1) and/or the Resource Conservation and Recovery Act (RCRA), Section 3001 et seq; or (c) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the state in which the Premises are located or any political subdivision thereof; or (d) the presence of which on the Premises causes or threatens to cause a nuisance upon the Premises or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Premises; or (e) which contains asbestos, diesel fuel or other petroleum hydrocarbons; or (f) which contains poly-halogenated biphenyls (PHBs), asbestos, lead or urea formaldehyde foam insulation.
22 The existing utilities shown are approximate. The contractor shall field locate all existing utilities as to size, location, and elevation. The contractor shall notify the engineer of any and all conflicts prior to beginning construction.
23 If any testing, inspection or approval under this paragraph reveals defective work, contractor shall NOT be allowed to modify any associated costs and the contractor shall be permitted to deduct from the contract price, by issuing a change order, owner's costs arising out of the defective work, including costs of repeated procedures, compensation for engineer and design engineer's services and other related costs.
24 Prior to construction, the contractor shall be required to submit a construction schedule depicting each phase of work, the engineer shall submit a stormwater prevention and pollution plan to the owner, the contractor shall submit to Orange County Building Dept., implementing the contractor's best plan of implementing the principles and requirements of the ordinance. No construction can begin until said plan is approved by Orange County.
25 Historical or archeological artifacts, such as Indian mounds, are discovered at any time within the project site, immediate notification shall be provided to the following:
- The Owner
- The South Florida Water Management District Office (407-686-8870)
- The Bureau of Historical & Preservation, Division of Historical Resources, 1105 Bay Street, Tallahassee, Florida 32309
26 Emergency wastewater spill and water main break procedure.
1. Excavate cautiously the contractor shall exercise extreme caution when excavating in proximity of wastewater force mains and gravity sewers. Force main and sewer locations shown on plans are not exact or guaranteed. Contractor is responsible for field verifying.
2. Locations notified the Orange County dispatch operator shall be notified immediately in the event of a 18-inch main, gravity sewer or water main break or damage at 407-238-2777.
3. Repair immediately all damages to Orange County's mains that has required intervention by the contractor as the contractor's expense. If the repair is not made in a timely manner, as determined by the Orange County Utilities Inspector, Orange County may perform repairs and the contractor will be charged for repairs.
4. Orange County Utilities department general telephone numbers: Orange County Utilities stormwater inspector - 407-254-9760. Orange County Utilities water division - 407-254-9763. Orange County Utilities engineering division - 407-254-9800.
5. Advance notification of construction the Orange County Utilities construction section (407-254-9763) shall be notified at least seven (7) days prior to any construction activity.
6. Advanced notification of parking construction the Orange County water division (407-254-9800) and the Orange County wastewater division (407-254-9763) shall be notified at least (7) days in advance to schedule main 18-inch and valve operations.
7. Operation of Orange County valves water, wastewater, and gas valves are to be operated only by Orange County Utilities Inspector (407-254-9763). All valves being installed are to remain closed during construction.
8. Operation of Orange County pump stations the contractor shall coordinate all pump station operation and shut down with an Orange County Utilities Inspector (407-254-9763).

HARRIS
Harris Civil Engineers, LLC
1320 Wilcox Street
Suite 200
Orlando, Florida 32803
Phone: (407) 629-4777
Fax: (407) 629-7889
www.harrisengineers.com
ES 1914

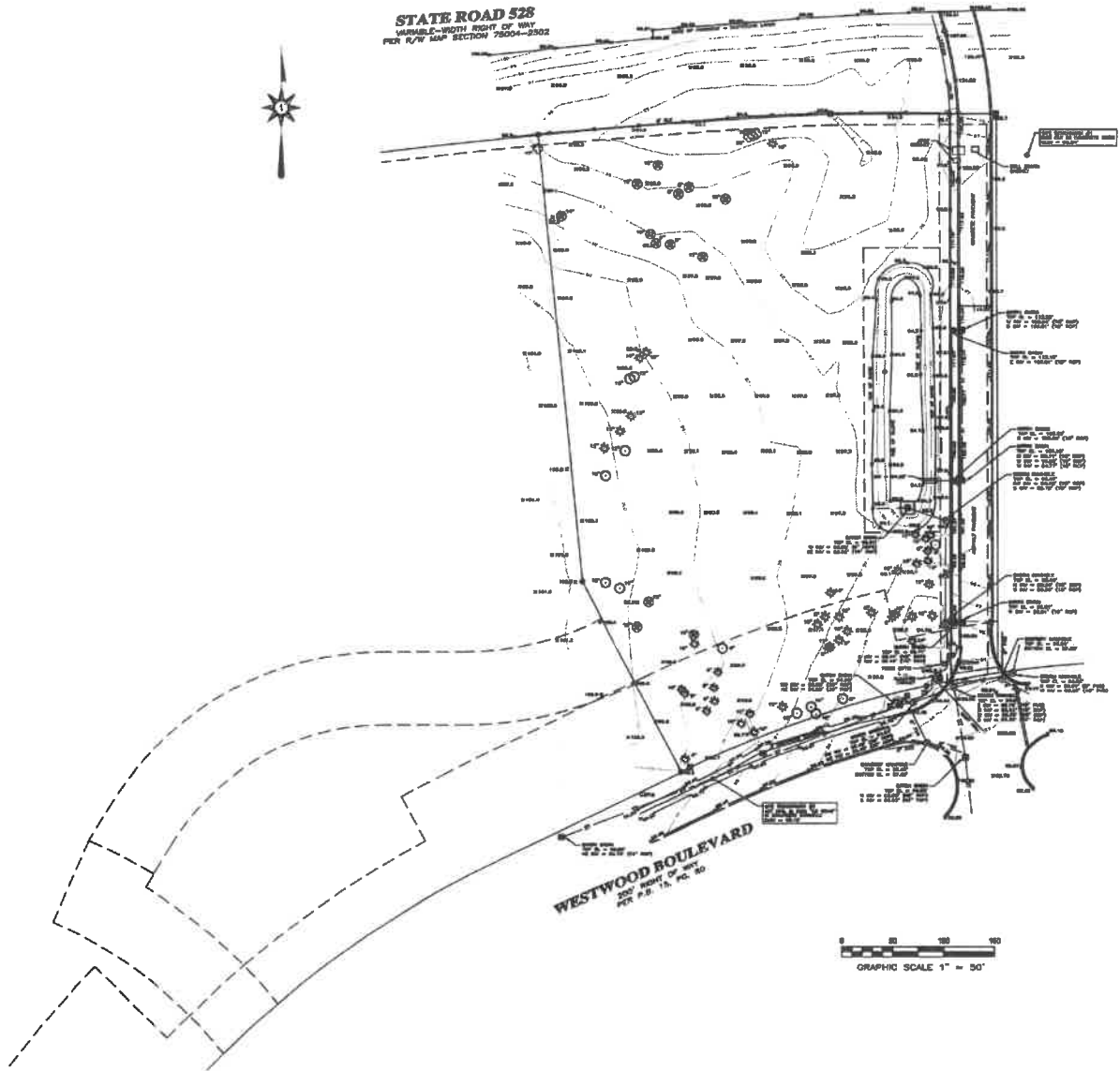
Digitally signed by
Abdul Ahadry, P.E.
Date: 2022.05.02
11:08:26-0400
This form has been digitally
signed and sealed by
Abdul Ahadry, P.E. in the
info adjacent to the seal.
Printed copies of this document
are not considered signed and
sealed and the signature must
be verified on any electronic
copies.

Westwood Hotel
NWC of Westwood Blvd
and West Entrance Drive
Orlando, Florida

Table with 2 columns: No. and Description. Contains a list of revisions.

GENERAL NOTES
Bouler As Above
Design: 5/11/22
Date: 04-14-2025
Drawn By:
Checked By: MK
Project No: 07240000

STATE ROAD 528
 VARIABLE-WIDTH RIGHT OF WAY
 PER PLAT MAP SECTION 75004-2302

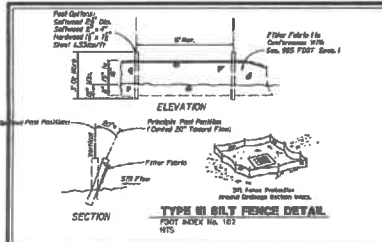


- LEGEND**
- FOUND CONCRETE MONUMENT
 - FOUND IRON ROD & CAP
 - ▲ FOUND NAIL & DISK
 - ▲ TIC BENCHMARK
 - OTCH BUSH
 - TYPIC MARKER
 - BATTERY MARKER
 - CLEINOUT
 - TELEPHONE MARKER
 - TELEPHONE PEDSTAL
 - UTILITY MARKER
 - ELECTRIC METER
 - TRAFFIC SIGNAL POLE
 - LIGHT POLE
 - WIRE PULL BOX
 - SIGN
 - PINE TREE
 - OAK TREE
 - MAPLE TREE
 - UNIDENTIFIED TREE
 - STORM SEWER LINE
 - FENCE LINE
 - ELEVATION
 - INVERT
 - RCP REINFORCED CONCRETE PIPE
 - PVC POLYVINYL CHLORIDE
 - HDPE HIGH DENSITY POLYETHYLENE
 - CLP OTHER LINE SYMBOL
 - LB LICENSED SURVEYOR
 - PSM PROFESSIONAL SURVEYOR & MAPPING



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL, RESSD SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPED (SEE SHEET 1 OF 2)

<p>FLORIDA LAND SURVEYORS PROFESSIONAL</p> <p>MEMBER LICENSE NO. 12000 REGISTRATION NO. 12000 EXPIRES 12/31/2025</p>	<p>ALTA/NFS LAND TITLE SURVEY</p> <p>OR</p> <p>A PORTION OF LOT 2, PLAT OF WESTWOOD SECTION 12, TOWNSHIP 24 SOUTH, RANGE 28 EAST ORANGE COUNTY, FLORIDA</p> <p>FOR EMPIRE EQUITIES</p>	<p>DATE OF SURVEY: 11/08/2017 DRAWN BY: [NAME] CHECKED BY: [NAME] DATE OF PLOTTING: 11/08/2017 COMPUTER FILE: [NAME] SCALE: 1" = 50'</p>
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CONSTRUCTION PRACTICES TO MINIMIZE STORM WATER CONTAMINATION (CONT.)

7. ALL DESIGNATED ENTRANCES AND EXITS FOR THE CONSTRUCTION SITE SHALL BE STABILIZED USING FILTER FABRIC AND GRAVEL OR OTHER PRE-APPROVED METHODS TO PREVENT OFF-SITE TRACKING OF SEDIMENTS.
8. THE CONTRACTOR SHALL PROMPTLY REMOVE ALL MUD, DIRT OR OTHER MATERIALS TRACKED OR SPILLED ONTO EXISTING PUBLIC ROADS AND FACILITIES, DUE TO CONSTRUCTION.
9. AREAS OPENED BY CONSTRUCTION OPERATIONS AND THAT ARE NOT ANTICIPATED TO BE DRESSED AND RECEIVE FINAL GRASSING TREATMENT WITHIN THIRTY-DAYS SHALL BE SEEDING WITH A QUICK GROWING GRASS SPECIES WHICH WILL PROVIDE AN EARLY COVER DURING THE SEASON IN WHICH IT IS PLANTED, AND WILL NOT LATER COMPETE WITH THE PERMANENT GRASSING. THE RATE OF SEEDING SHALL BE A MINIMUM OF 30 POUNDS PER ACRE.
10. ALL FEATURES OF THE PROJECT DESIGNED AND CONSTRUCTED TO PREVENT EROSION AND SEDIMENT SHALL BE MAINTAINED DURING THE LIFE OF THE CONSTRUCTION SO AS TO FUNCTION AS THEY WERE ORIGINALLY DESIGNED AND CONSTRUCTED.

COORDINATION OF BMPs WITH CONSTRUCTION ACTIVITIES

STRUCTURAL BMPs WILL BE COORDINATED WITH CONSTRUCTION ACTIVITIES SO THE BMP IS IN PLACE BEFORE CONSTRUCTION BEGINS. THE FOLLOWING BMPs WILL BE COORDINATED WITH CONSTRUCTION ACTIVITIES:

1. THE TEMPORARY PERIMETER CONTROLS (SILT FENCING) WILL BE INSTALLED BEFORE ANY CLEARING AND GRADING BEGINS.
2. CLEARING AND GRADING WILL NOT OCCUR IN AN AREA UNTIL IT IS NECESSARY FOR CONSTRUCTION TO PROCEED.
3. ONCE CONSTRUCTION ACTIVITY CEASES PERMANENTLY IN AN AREA, THAT AREA WILL BE STABILIZED WITH PERMANENT GRASS AND SOIL COORDINATE SEED MIXTURE, MULCH & SOIL VARIETY WITH LANDSCAPE ARCHITECT.
4. THE TEMPORARY PERIMETER CONTROLS (SILT FENCING) WILL NOT BE REMOVED UNTIL ALL CONSTRUCTION ACTIVITIES AT THE SITE ARE COMPLETE AND SOILS HAVE BEEN STABILIZED.
5. ALL MULCH, DIRT OR OTHER MATERIALS TRACKED OR SPILLED ONTO EXISTING STATE, COUNTY, CITY OR PRIVATE ROADS AND FACILITIES FROM THIS SITE, DUE TO CONSTRUCTION SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR.

SILT FENCE CONTROL MEASURES

TO PREVENT SOIL FROM WASHING INTO THE CITY STREETS AND ON THE UNDEVELOPED AREAS OF THE SITE, THE FOLLOWING BMPs WILL BE IMPLEMENTED:

SILT FENCING WILL BE PLACED ALONG THE PERIMETER OF THE AREA TO BE CLEARED AND GRADED BEFORE ANY CLEARING OR GRADING TAKES PLACE.

ANY NEW CATCH BASINS OR INLETS INSTALLED IN CONSTRUCTION AREA ARE TO BE PROTECTED WITH FILTER FABRIC AFTER INSTALLATION.

SWYTHIKE MAY BALES TO BE INSTALLED AT OUTFALLS AND OTHER AREAS WHERE THERE IS EVIDENCE OF HIGH FLOW.

TEMPORARY SOIL STOCKPILES TO BE SEEDER, IF PLACED FOR MORE THAN 14 DAYS. (REFER TO LA PLANS AND SPECIFICATIONS FOR MATERIAL SELECTION).

CONSTRUCTION SCHEDULE

INSTALL SILT FENCE AND OUTFALL PROTECTION.

STABILIZE CONSTRUCTION AREAS WITH LINDEROCK OR SOIL CEMENT.

INSTALL STORMWATER PIPING SYSTEM & UNDERGROUND TREATMENT SYSTEM.

INSTALL SANITARY SEWER AND POTABLE WATER LINES.

INSTALL EROSION CONTROL PROTECTION AROUND NEWLY INSTALLED INLETS.

CONSTRUCT BUILDINGS.

INSTALL RR, ELEC, COM, CABLE (BY OTHERS).

CONSTRUCTION OF HARDSCAPE AREAS AND POOL.

SEEDING AND LANDSCAPING. (REFER TO LA PLANS AND SPECIFICATIONS FOR MATERIAL SELECTION).

PERMIT

GENERAL CONTRACTOR FOR PROJECT IS REQUIRED TO APPLY AND OBTAIN THE REQUIRED DECOLUTION AND RIGHT OF WAY PERMITS FROM THE CITY OF ORLANDO AND NECESS PERMIT FROM FDOT PRIOR TO STARTING ANY SITE CONSTRUCTION.

CONSTRUCTION ACTIVITIES INCLUDING CLEARING, GRADING AND EXCAVATING ACTIVITIES SHALL OBTAIN AN EPA NPDES PERMIT, EXCEPT OPERATIONS THAT RESULT IN THE DISTURBANCE OF LESS THAN ONE ACRE TOTAL LAND AREA WHICH ARE NOT PART OF A LARGER COMMON PLAN OF DEVELOPMENT OR SALE. THE NPDES PERMIT MUST BE RECEIVED IN THE OFFICE OF PERMITTING SERVICES PRIOR TO THE ISSUANCE OF CITY OF ORLANDO PERMITS.

NO DEMONSTRING IS ANTICIPATED ON THIS SITE. IF DEMONSTRING IS FOUND TO BE NEEDED, A PERMIT TO DEMONSTRATE ON THIS SITE WILL BE REQUIRED.

PERMIT No. XXX

CERTIFICATION OF COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS.

"THIS SWPPP REFLECTS CITY OF ORLANDO REQUIREMENTS FOR STORM WATER MANAGEMENT AND EROSION AND SEDIMENT CONTROL, AS ESTABLISHED BY THE CITY OF ORLANDO, TO ENSURE COMPLIANCE. THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STORM WATER, EROSION AND SEDIMENTATION CONTROL HANDBOOK, PUBLISHED BY THE DEP."

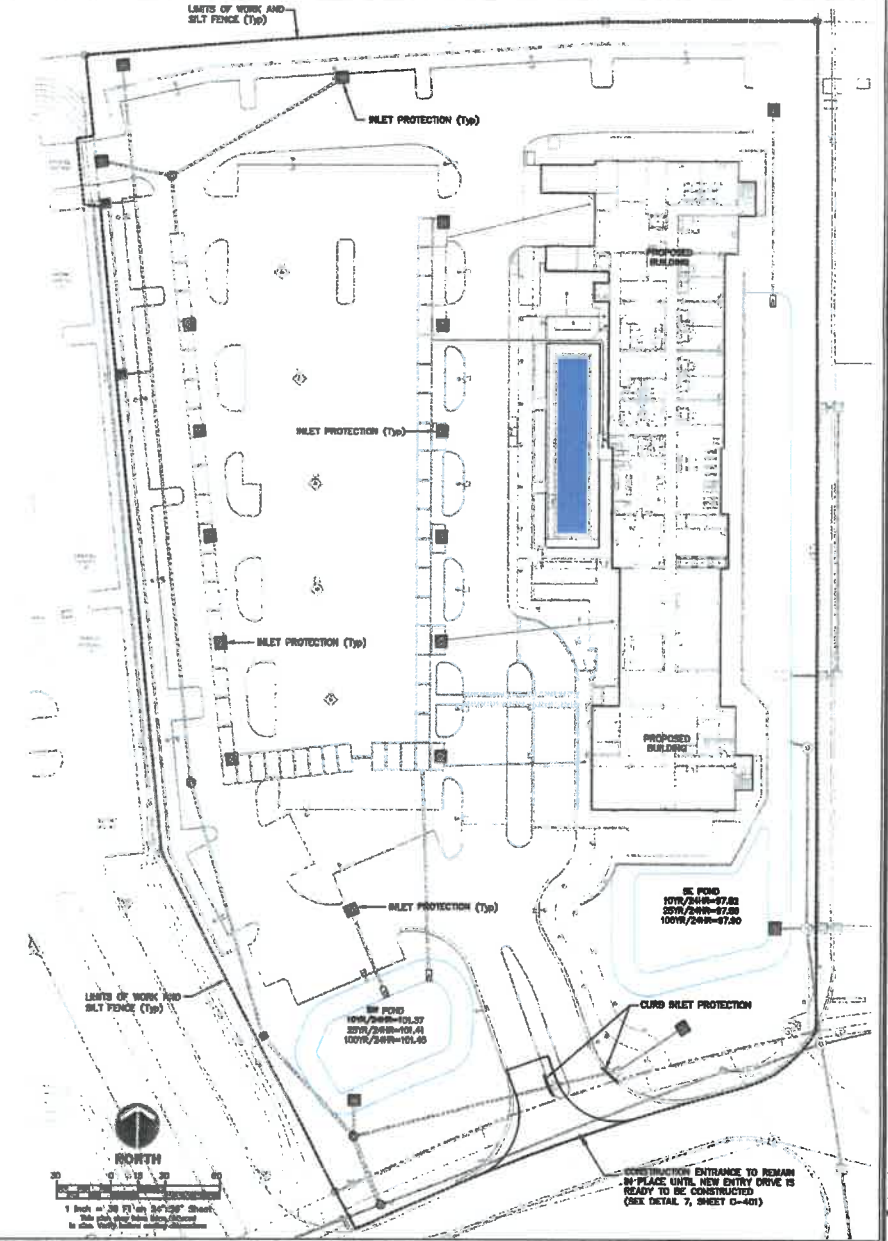
CONTRACTOR CERTIFICATION:

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, AND SHALL COMPLY WITH THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERAL PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN THEREUNDER."

NAME: _____ TITLE: _____

CONTRACTING FIRM: _____ ADDRESS: _____

TELEPHONE #: _____ DATE: _____



MAINTENANCE / INSPECTION PROCEDURES

INSPECTIONS

VISUAL INSPECTIONS OF ALL CLEARED AND GRADED AREAS OF THE CONSTRUCTION SITE WILL BE PERFORMED DAILY AND WITHIN 12 HOURS OF THE END OF A STORM WITH RAINFALL AMOUNTS GREATER THAN 0.5 INCHES. THE INSPECTION WILL VERIFY THAT THE STRUCTURAL BMPs ARE IN GOOD CONDITION AND ARE MINIMIZING EROSION. THE INSPECTION WILL ALSO VERIFY THAT THE PROCEDURES USED TO PREVENT STORM WATER CONTAMINATION FROM CONSTRUCTION MATERIALS AND PETROLEUM PRODUCTS ARE EFFECTIVE.

THE FOLLOWING INSPECTION AND MAINTENANCE PRACTICES WILL BE USED TO MAINTAIN EROSION AND SEDIMENT CONTROLS.

1. BUILT UP SEDIMENT WILL BE REMOVED FROM SILT FENCING WHEN IT HAS REACHED ONE-THIRD THE HEIGHT OF THE FENCE.
2. SILT FENCES WILL BE INSPECTED FOR WEAR OF SEDIMENT, FOR TEARS, TO SEE IF THE FABRIC IS SECURELY ATTACHED TO THE FENCE POSTS, AND TO SEE THE FENCE POSTS ARE FIRMLY IN THE GROUND.
3. THE CONSTRUCTION ENTRANCE WILL BE INSPECTED FOR SEDIMENT TRACK ON THE ROAD, AND TO MAKE SURE THAT THE STORMWATER PIPE BENEATH THE ENTRANCE IS WORKING AND THAT ALL TRAFFIC USE THE ENTRANCE WITH LEAVING THE SITE.

THE MAINTENANCE INSPECTION REPORT WILL BE MADE AFTER EACH INSPECTION. COMPLETED FORMS WILL BE MAINTAINED ON-SITE DURING THE ENTIRE CONSTRUCTION PROJECT.

ADDITIONAL NOTES:

CONTRACTOR IS RESPONSIBLE FOR INSTALLING ANY ADDITIONAL EROSION CONTROL IF IT BECOMES NECESSARY TO MEET STATE AND LOCAL STANDARDS, OPERATOR AND/OR RESPONSIBLE AUTHORITY REGULATIONS.

THE OWNER/APPLICANT WILL REMOVE ALL UNAPPROVED CURB CUTS / DRIVEWAYS AND SHALL RESTORE ALL CURBS, GUTTERS, PARKWAYS AND SIDEWALKS TO ORLANDO ENGINEERING STANDARDS MANUAL (ESM) REQUIREMENTS AND STANDARDS.

SOIL EROSION AND SEDIMENTATION CONTROL MEASURES

1. THESE PLANS INDICATE THE MINIMUM EROSION & SEDIMENT CONTROL MEASURES REQUIRED FOR THIS PROJECT. FOR ADDITIONAL INFORMATION ON SEDIMENT AND EROSION CONTROL, REFER TO "THE FLORIDA DEVELOPMENT MANUAL - A GUIDE TO SOUND LAND AND WATER MANAGEMENT" FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FL-DEP) CHAPTER 62 AND CHAPTER 62-1. CONTRACTOR SHALL PROVIDE EROSION PROTECTION AND TURBIDITY CONTROL AS REQUIRED TO ENSURE COMPLIANCE WITH STATE AND FEDERAL WATER QUALITY STANDARDS AND MAY NEED TO INSTALL ADDITIONAL CONTROLS TO CONFORM TO AGENCIES REQUIREMENTS. IF A WATER QUALITY VIOLATION OCCURS, THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ALL DAMAGE AND ALL COSTS WHICH MAY RESULT INCLUDING LEGAL FEES, CONSULTANT FEES, CONSTRUCTION COSTS, AND FINES.

2. ALL EROSION AND SEDIMENT CONTROL WORK SHALL CONFORM TO STANDARDS OF THE CITY OF ORLANDO, F.O.E.P., AND THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT.

3. EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE PLACED PRIOR TO, OR AS THE FIRST STEP IN CONSTRUCTION. SEDIMENT CONTROL PRACTICES WILL BE APPLIED AS A PERMEABLE DEFENSE AGAINST ANY TRANSPORTATION OF SILT OFF THE SITE.

4. ALL MATERIALS FROM WORK ON THIS PROJECT SHALL BE CONTAINED, AND NOT ALLOWED TO COLLECT ON ANY OFF-PROJECT AREAS OR IN WATERWAYS. THESE INCLUDE BOTH NATURAL AND MAN-MADE OPEN GROVES, STREAMS, STORM DRAINS, LAKES, METALAMS, AND POND.

5. DAILY INSPECTIONS SHALL BE MADE BY THE CONTRACTOR TO DETERMINE THE EFFECTIVENESS OF THESE EFFORTS. ANY NECESSARY REMEDIES SHALL BE PERFORMED WITHOUT DELAY.

SITE DATA - PHASE A

LOCATION: 6849 WESTWOOD BOULEVARD
PARCEL ID: 12-24-20-00-0000-00-024

SITE AREA: 4.00 ACRES
SITE AREA DISTURBED: 4.00 ACRES

DESCRIPTION OF CONSTRUCTION ACTIVITIES:
SITE DEMOLITION / CLEARING & GRUBBING

CONSTRUCTION PRACTICES TO MINIMIZE STORM WATER CONTAMINATION

1. ALL WASTE MATERIALS WILL BE COLLECTED AND STORED IN A METAL DUMPSTER PROVIDED FROM A CITY OF ORLANDO VENDOR, WHICH IS A LICENSED SOLID WASTE MANAGEMENT COMPANY LOCATED IN ORLANDO, FLA.
2. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE WILL BE DEPOSITED IN THE DUMPSTER. THE DUMPSTER WILL BE EMPLOYED A MINIMUM OF THREE PER WEEK AND THE TRASH WILL BE HAULED TO A CLEANED LANDFILL.
3. NO CONSTRUCTION MATERIALS WILL BE BURIED ON SITE. ALL PERSONAL WILL BE INSTRUCTED REGARDING THE CURRENT PROCEDURE FOR WASTE DISPOSAL.
4. ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS A MINIMUM OF THREE TIMES PER WEEK BY LICENSED SANITARY WASTE MANAGEMENT CONTRACTOR.
5. GOOD HOUSEKEEPING AND SPILL CONTROL PRACTICES WILL BE FOLLOWED DURING CONSTRUCTION TO MINIMIZE STORM WATER CONTAMINATION FROM PETROLEUM PRODUCTS, FERTILIZERS, PAINTS, AND CONCRETE.
6. NO EXCAVATING MATERIAL SHALL BE STOCKPILED IN A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE OR INTO ANY ADJACENT WATER BODY OR STORMWATER COLLECTION FACILITY.

HARRIS
Harris Civil Engineers, LLC
1200 Highway 50
Suite 200
Orlando, Florida 32835
Phone: (407) 428-1777
Fax: (407) 429-9880
www.harrisengineers.com
ES 1014

Digitally signed by
Abdul Alkady, P.E.
DN: cn=Abdul Alkady,
ou=Harris Engineers, o=Harris
Civil Engineers, email=alkady@harrisengineers.com

This form has been digitally signed and sealed by Abdul Alkady, P.E. on the date indicated to the left. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Westwood Hotel
1100 Westwood Blvd
and West Entrance Drive
Orlando, Florida

Revision	Date	Description

STORMWATER POLLUTION PREVENTION PLAN

Scale: As shown
Date: 04-16-2023
Project No: 07-00-0000

Design: amlk
Drawn: aml
Checked: lnt

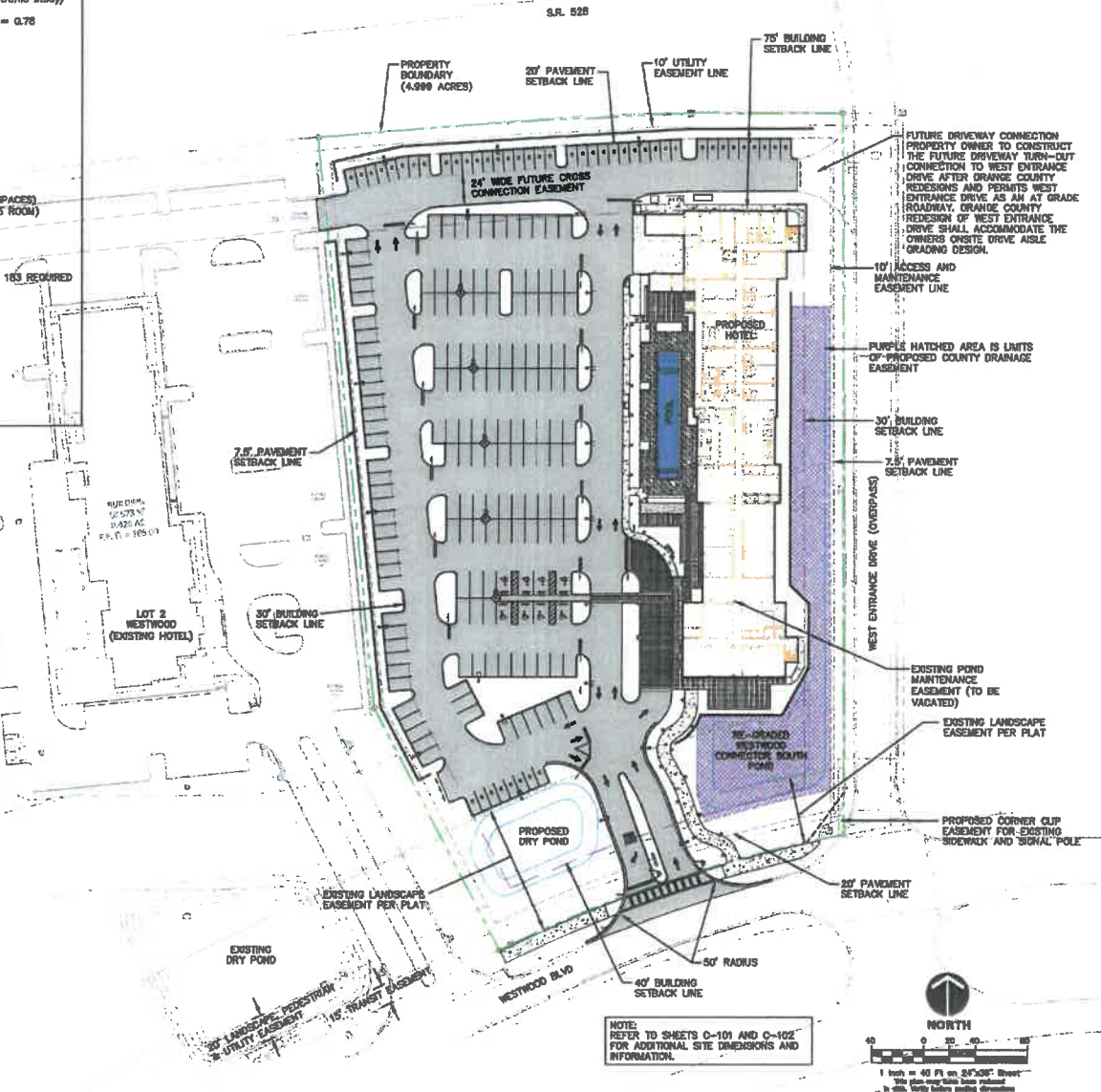
Reference:
CONSTRUCTION DOCUMENTS

C-006

SITE DATA TABLE

PARCEL ACREAGE:	4.999 ACRES
PARCEL:	12-24-29-0655-00-024
PROPOSED USES:	274 ROOM HOTEL
AVERAGE DAILY TRIPS:	1,002 TRIPS PER ITE TRIP GENERATION RATES - 10TH EDITION (see traffic study)
MAX. BUILDING COVERAGE:	0.762 ACRES
MAX. F.A.R.:	2.0 (PER PSP) PROVIDED: (GROSS FLOOR AREA=3,911 ACRES)/4,999 = 0.78
OPEN SPACE:	MINIMUM REQUIRED: 1.2497 ACRES (25% PER SEC. 38-1234) TYPE A = 27,899.08 SF (0.6418 ACRES) TYPE B = 48,158.22 SF (1.1280 ACRES) TOTAL PROVIDED: 1.7898 ACRES (35.39%)
IMPERVIOUS AREAS:	MAX ALLOWED (SEC. 38-1272): 3.4993 ACRES (70%) PROPOSED BUILDING: 0.5758 AC (11.51%) PROPOSED ASPHALT/CURBS: 2.3181 AC (46.32%) PROPOSED SIDEWALK/PAVERS: 0.3430 AC (6.86%) PROPOSED POOL AND DECK: 0.1180 AC (2.32%) PROPOSED TOTAL IMPERVIOUS: 3.3507 AC (67.01%)
MAXIMUM BUILDING HEIGHT:	200' (MAX) 95' (PROPOSED BUILDING HEIGHT)
PARKING (SEC 38-1478)	MINIMUM REQUIRED: 183 TOTAL (INCLUDES 7 ADA ACCESSIBLE SPACES) 274 HOTEL ROOMS: 183 SPACES REQUIRED (@ 1 SPACE PER 1.5 ROOM)
PROVIDED:	154 REGULAR SPACES (10'x18') 47 COMPACT SPACES (8'x18') 8 ADA ACCESSIBLE SPACES 209 TOTAL SPACES PROVIDED (BE THE 183 REQUIRED)
	8 BICYCLE SPACES PROVIDED ON SITE. (4) IN EACH BIKE RACK.
NOTE:	ANCILLARY SWIMMING POOL, TERRACE, AND RESTAURANT SHALL BE UTILIZED ONLY FOR HOTEL GUESTS.
BUILDING SETBACKS:	WEST ENTRANCE DRIVE: 30' (BLDG) 7.5' (PAVEMENT) WESTWOOD BOULEVARD: 40' (BLDG) 20' (PAVEMENT) LOT 2 SIDE FACING: 30' (BLDG) 7.5' (PAVEMENT) STATE ROAD 528: 75' (BLDG) 20' (PAVEMENT)

- NOTES:**
- PLANS MUST MEET COMPLIANCE WITH THE COMMERCIAL DESIGN STANDARDS SET FORTH IN ARTICLE XII OF CHAPTER 9 OF THE ORANGE COUNTY CODE.
 - IN ACCORDANCE WITH SECTION 38-1227, ANY VARIATIONS FROM COUNTY CODE MINIMUM STANDARDS REPRESENTED ON THIS PLAN THAT HAVE NOT BEEN EXPRESSLY APPROVED BY THE BCC ARE INVALID.
 - BILLBOARDS AND POLE SIGNS SHALL BE PROHIBITED, GROUND AND FASCIA SIGNS SHALL COMPLY WITH ORANGE COUNTY CODE 31.5 TOURIST COMMERCIAL STANDARDS.
 - ELEVATIONS SHOWN HEREON BASED OFF THE NORTH AMERICAN DATUM OF 1988 (NAVD 88).
 - PLANS ARE DESIGNED IN ACCORDANCE WITH THE 2020 FLORIDA BUILDING CODE 7TH EDITION.



FUTURE DRIVEWAY CONNECTION
PROPERTY OWNER TO CONSTRUCT
THE FUTURE DRIVEWAY TURN-OUT
CONNECTION TO WEST ENTRANCE
DRIVE AFTER ORANGE COUNTY
DESIGNS AND PERMITS WEST
ENTRANCE DRIVE AS AN AT GRADE
ROADWAY, ORANGE COUNTY
DESIGN OF WEST ENTRANCE
DRIVE SHALL ACCOMMODATE THE
OWNERS ONSITE DRIVE AISLE
GRADING DESIGN.

NOTE:
REFER TO SHEETS C-101 AND C-102
FOR ADDITIONAL SITE DIMENSIONS AND
INFORMATION.



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EN 1614

Digitaly signed by
Abdul Alkady, P.E.
Date: 2023.05.02
11:08:45 -0400
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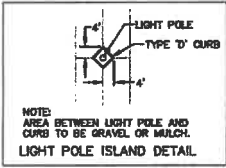
Westwood Hotel
MVC of Westwood Blvd
and West Entrance Drive
Orlando, Florida

Revisions:

OVERALL SITE PLAN
Scale: As Shown
Date: 05-16-2023
Project No: 0720000
Design: dshank
Drawn: dm
Checked: mlk

Release
CONSTRUCTION DOCUMENTS

C-100



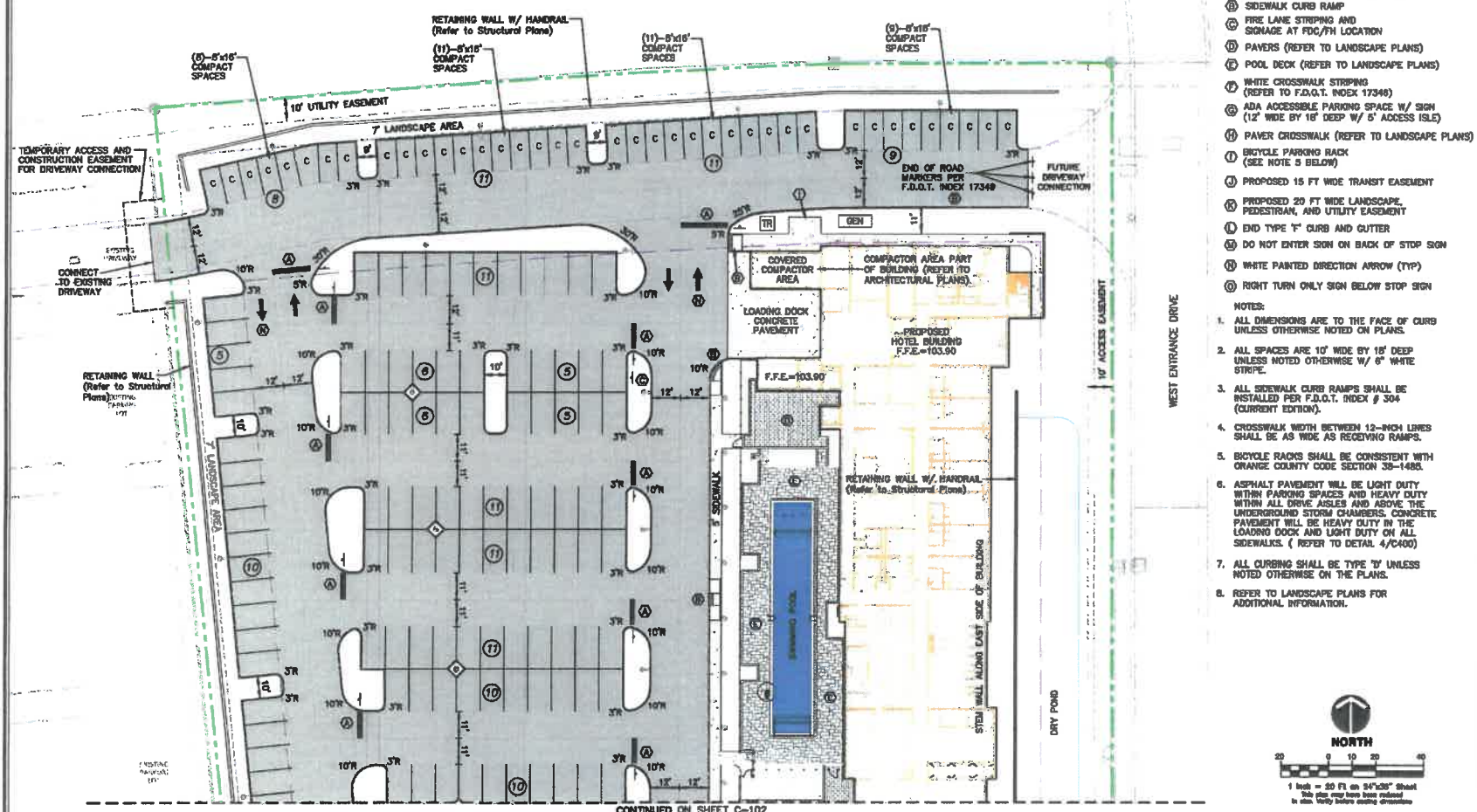
SITE LEGEND

- PAVEMENT SETBACK
- BUILDING SETBACK
- (12) PARKING SPACE COUNT
- BUILDING FOOTPRINT
- LIMITS OF ASPHALT PAVEMENT (SEE NOTE 6 BELOW)
- LIMITS OF CONCRETE PAVEMENT AND SIDEWALKS (SEE NOTE 6 BELOW)

SITE KEY DATA

- Ⓐ 24" WHITE STOP BAR MARKING W/ STOP SIGN (REFER TO F.D.O.T. INDEX 17346)
- Ⓒ SIDEWALK CURB RAMP
- Ⓓ FIRE LANE STRIPING AND SIGNAGE AT FDC/TH LOCATION
- Ⓔ PAVERS (REFER TO LANDSCAPE PLANS)
- Ⓕ POOL DECK (REFER TO LANDSCAPE PLANS)
- Ⓖ WHITE CROSSWALK STRIPING (REFER TO F.D.O.T. INDEX 17346)
- Ⓗ ADA ACCESSIBLE PARKING SPACE W/ SIGN (12" WIDE BY 18" DEEP W/ 5' ACCESS ISLE)
- Ⓘ PAVER CROSSWALK (REFER TO LANDSCAPE PLANS)
- Ⓛ BICYCLE PARKING RACK (SEE NOTE 5 BELOW)
- Ⓜ PROPOSED 15 FT WIDE TRANSIT EASEMENT
- Ⓨ PROPOSED 20 FT WIDE LANDSCAPE, PEDESTRIAN, AND UTILITY EASEMENT
- Ⓚ END TYPE 'F' CURB AND CUTTER
- Ⓝ DO NOT ENTER SIGN ON BACK OF STOP SIGN
- Ⓞ WHITE PAINTED DIRECTION ARROW (TYP)
- Ⓟ RIGHT TURN ONLY SIGN BELOW STOP SIGN

- NOTES:
1. ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED ON PLANS.
 2. ALL SPACES ARE 10' WIDE BY 18' DEEP UNLESS NOTED OTHERWISE W/ 6" WHITE STRIPE.
 3. ALL SIDEWALK CURB RAMPS SHALL BE INSTALLED PER F.D.O.T. INDEX # 304 (CURRENT EDITION).
 4. CROSSWALK WIDTH BETWEEN 12-INCH LINES SHALL BE AS WIDE AS RECEIVING RAMPS.
 5. BICYCLE RACKS SHALL BE CONSISTENT WITH ORANGE COUNTY CODE SECTION 38-1480.
 6. ASPHALT PAVEMENT WILL BE LIGHT DUTY WITHIN PARKING SPACES AND HEAVY DUTY WITHIN ALL DRIVE AISLES AND ABOVE THE UNDERGROUND STORM CHANGERS. CONCRETE PAVEMENT WILL BE HEAVY DUTY IN THE LOADING DOCK AND LIGHT DUTY ON ALL SIDEWALKS. (REFER TO DETAIL 4/0400)
 7. ALL CURBING SHALL BE TYPE 'D' UNLESS NOTED OTHERWISE ON THE PLANS.
 8. REFER TO LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.



CONTINUED ON SHEET C-102

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Digitally signed by
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 Date: 2023.05.02
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Westwood Hotel
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 Orlando, Florida

No.	Date	Description

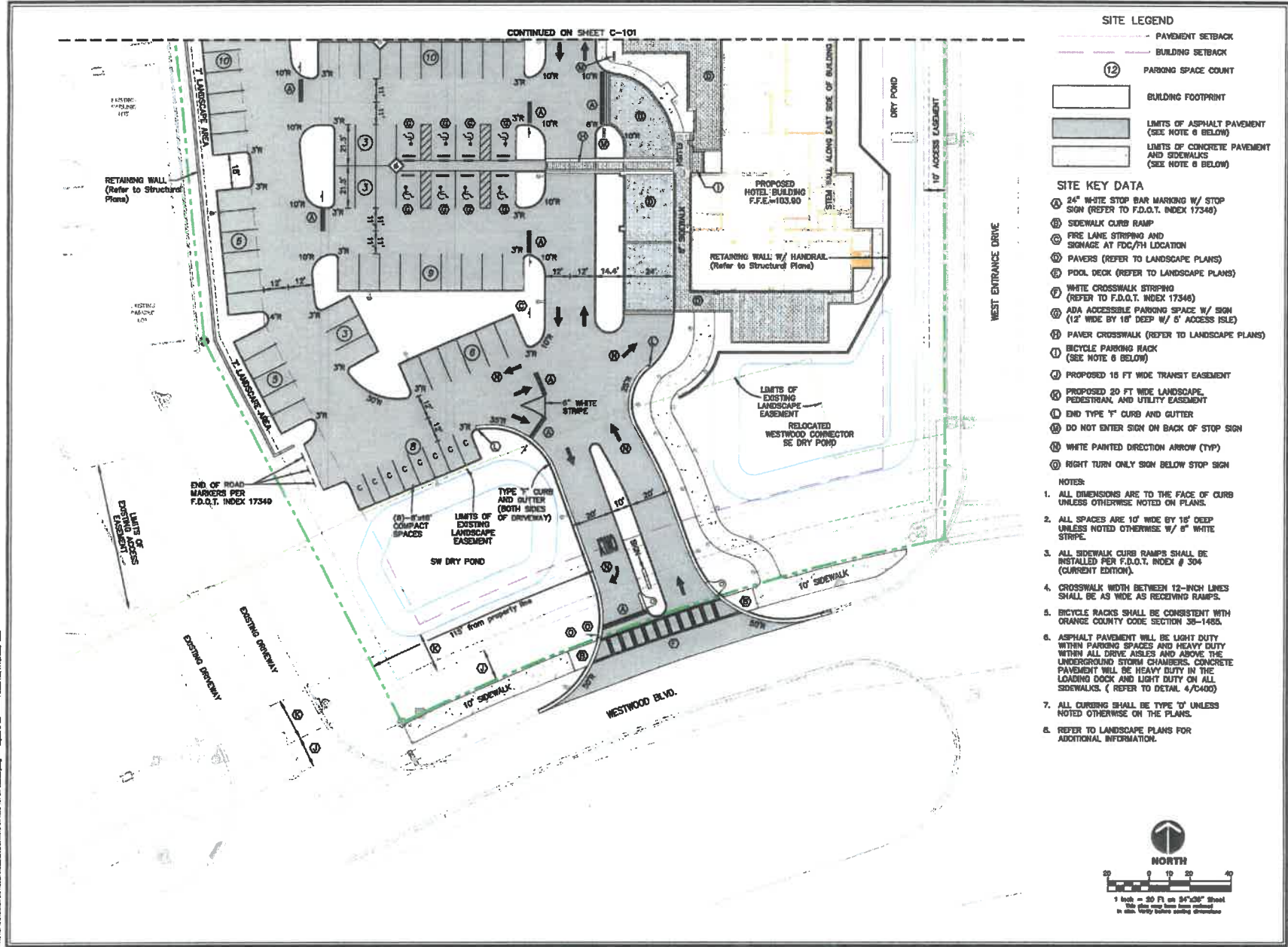
Revisions:

GEOMETRY, SIGNAGE AND PAVEMENT MARKING PLAN

Scale: As Shown Design: GHK/ML
 Date: 04-14-2023 Drawn: GHK
 Project No: 0725000 Checked: MLK

Release:
CONSTRUCTION DOCUMENTS

C-101



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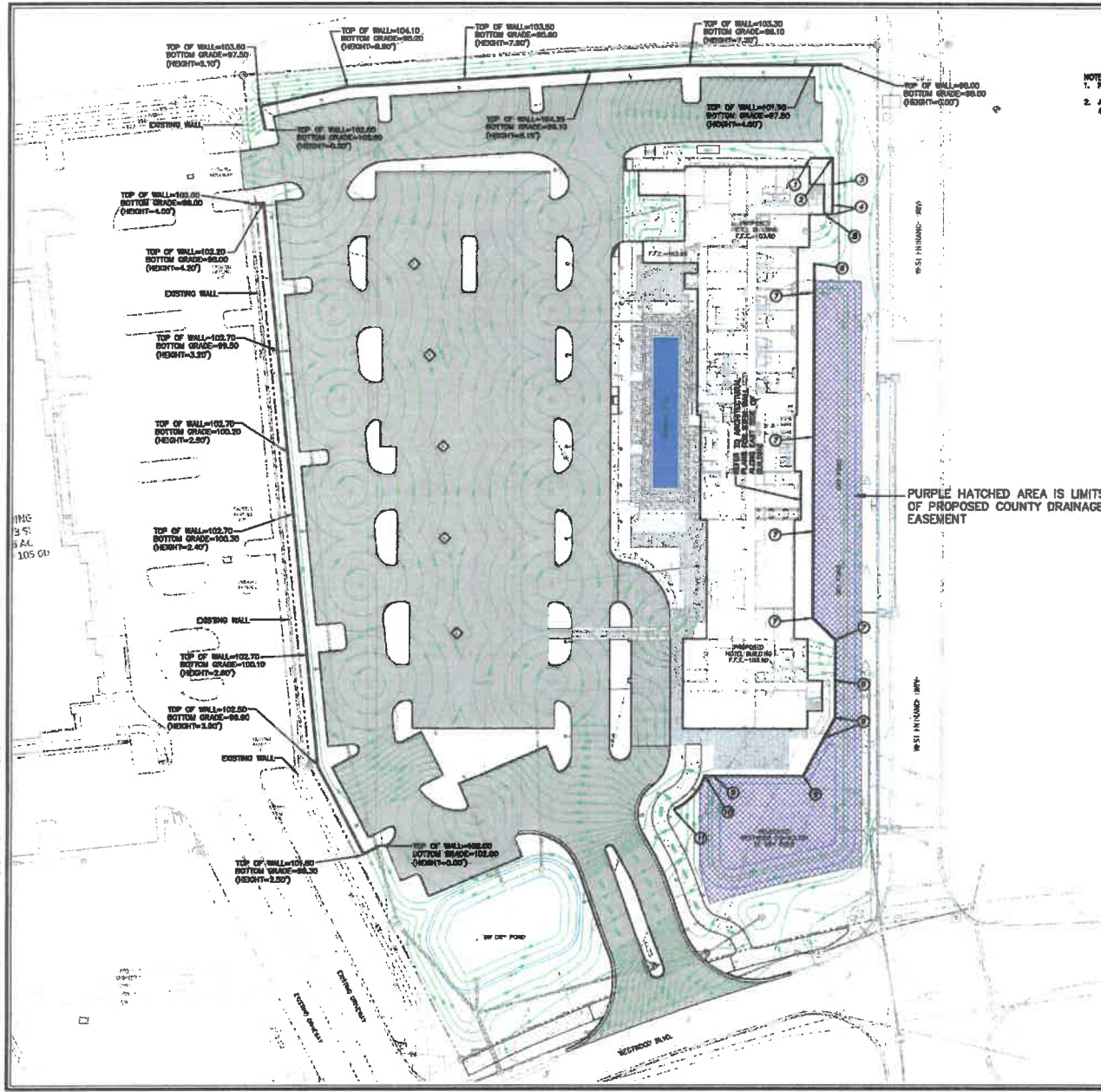
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Westwood Hotel
 4145 Westwood Blvd
 Westwood Entrance Drive
 Orlando, Florida

No.	Description	Date

Revisions:

Released
 CONSTRUCTION DOCUMENTS



NOTES:
 1. REFER TO STRUCTURAL PLANS FOR RETAINING WALL DESIGNS.
 2. ANY RETAINING WALL WITH A HEIGHT GREATER THAN 30" REQUIRES A 42" HIGH FLOODSTRAIN RAILING PER FOOT INDEX 0210-002.

PURPLE HATCHED AREA IS LIMITS OF PROPOSED COUNTY DRAINAGE EASEMENT

WALL ELEVATION TABLE

① TOP OF WALL=102.80 BOTTOM GRADE=102.40 (HEIGHT=0.40)	⑩ TOP OF WALL=98.00 BOTTOM GRADE=96.00 (HEIGHT=2.00)
② TOP OF WALL=102.85 BOTTOM GRADE=101.00 (HEIGHT=1.85)	⑪ TOP OF WALL=103.00 BOTTOM GRADE=98.00 (HEIGHT=5.00)
③ TOP OF WALL=103.00 BOTTOM GRADE=101.00 (HEIGHT=2.00)	⑫ TOP OF WALL=102.00 BOTTOM GRADE=97.00 (HEIGHT=5.00)
④ TOP OF WALL=103.80 BOTTOM GRADE=101.00 (HEIGHT=2.80)	⑬ TOP OF WALL=102.00 BOTTOM GRADE=102.00 (HEIGHT=0.00)
⑤ TOP OF WALL=103.80 BOTTOM GRADE=102.00 (HEIGHT=1.80)	
⑥ TOP OF WALL=102.00 BOTTOM GRADE=98.00 (HEIGHT=4.00)	
⑦ TOP OF WALL=102.70 BOTTOM GRADE=99.00 (HEIGHT=3.70)	
⑧ TOP OF WALL=102.70 BOTTOM GRADE=102.10 (HEIGHT=0.60)	
⑨ TOP OF WALL=102.00 BOTTOM GRADE=99.00 (HEIGHT=3.00)	



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 ED 9814

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 Date: 2023.05.02
 11:09:03-0400

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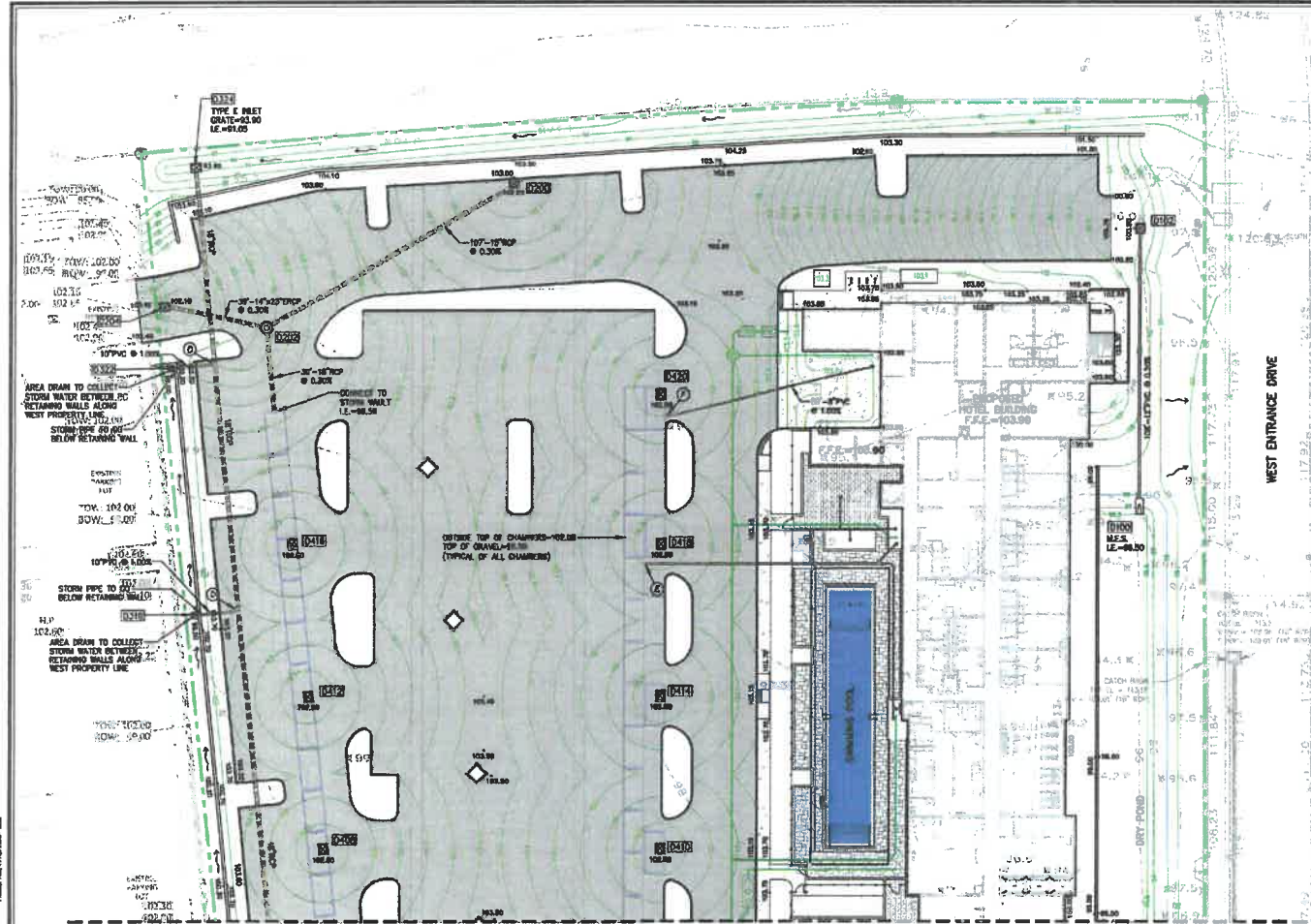
Westwood Hotel
 MMC of Westwood Blvd and West Entrance Drive
 Orlando, Florida

Rev.	Date	Description

Overall SITE GRADING PLAN
 Scale As Shown
 Date 04-04-2023
 Project No. 0230202030
 Design: dmak
 Drawn: am
 Checked: MK

Release CONSTRUCTION DOCUMENTS

C-200



GRADING AND DRAINAGE LEGEND

- STORM PIPE (PVC)
- STORM PIPE (RCP)
- STORM INLET
- MITERED END STRUCTURE
- UNDERGROUND STORM CHAMBERS (STORM CAPTURE or approved equl)
- SITE CONTOURS
- FINISH GRADE ELEVATION
- STORM WATER SURFACE FLOW

NOTES:

1. REFER TO SHEETS C-301 AND C-302 FOR ADDITIONAL UTILITY INFORMATION.
2. ELEVATIONS INDICATED BY THESE PLANS ARE BASED ON NAVD 88.

DRAINAGE STRUCTURE DATA TABLE (C-201)

0102	0103	0104
TYPE C INLET GRATE EL.=100.90 LE.=92.00	TYPE B INLET GRATE EL.=98.00 LE.=94.00	TYPE V FRAME AND GRATE MOUNTED ON STORM CHAMBER GRATE EL.=102.90
0105	0106	0107
TYPE C INLET GRATE EL.=102.90 LE.=100.00	TYPE V FRAME AND GRATE MOUNTED ON STORM CHAMBER GRATE EL.=102.90	TYPE V FRAME AND GRATE MOUNTED ON STORM CHAMBER GRATE EL.=102.90
0108	0109	0110
STORM MANHOLE TOP EL.=102.90 LE.=100.00 R.E.=09.08 HW 5	TYPE V FRAME AND GRATE MOUNTED ON STORM CHAMBER GRATE EL.=102.90	TYPE V FRAME AND GRATE MOUNTED ON STORM CHAMBER GRATE EL.=102.90
0111	0112	0113
TYPE C INLET GRATE EL.=102.10 LE.=98.00	TYPE V FRAME AND GRATE MOUNTED ON STORM CHAMBER GRATE EL.=102.90	TYPE V FRAME AND GRATE MOUNTED ON STORM CHAMBER GRATE EL.=102.90
0114	0115	0116
TYPE B INLET GRATE EL.=98.50 LE.=84.00		

STORM PIPE KEY NOTES

- A CORE DRILL AND CONNECT TO EXISTING STORM MANHOLE LE.=98.00
- B CONNECT 6" PVC TO STORM CHAMBER LE.=99.50
- C CONNECT 6" PVC TO STORM CHAMBER LE.=99.50
- D CONNECT 10" PVC TO 18" TCP USING 10" INSERTS 122
- E CONNECT 6" PVC TO STORM CHAMBER LE.=98.50
- F CONNECT 6" PVC TO STORM CHAMBER LE.=99.50

- NOTES:**
1. ALL STORM DRAIN INLETS CONSTRUCTED AS PART OF NEW DEVELOPMENT PROJECTS IN ORANGE COUNTY SHALL HAVE METAL MEDALLION INLET MARKERS INSTALLED. TEXT ON THE MARKER SHALL BE EVENLY SPACED AND READ "NO DUMPING, ONLY RAIN IN THE DRAIN". MARKERS MUST BE COMMERCIAL GRADE STAINLESS STEEL, ALUMINUM, BRASS, OR BRONZE AND EITHER STAMPED FROM SHEET METAL OR CAST. METAL MARKER COLOR MUST BE NON-REFLECTIVE BLUE OR GREEN. AQUATIC CREATURES OR SNAILS SHOWN ON MARKER SHALL BE CONSISTENT THROUGHOUT THE JURISDICTION. MARKERS MUST BE AFFIXED TO A CLEAN, PREPARED SURFACE WITH ANHERMER FASTENERS OR HEAT AS RECOMMENDED BY THE MANUFACTURER. MARKING SHALL BE ALIGNED WITH THE CENTER OF DRAINAGE INLETS AT THE TOP OF THE CURB. LETTERING MUST BE BETWEEN 0.4-0.5 INCHES AND THE TOTAL DIAMETER OF THE MARKER BETWEEN 3.75-4.25 INCHES.
 2. CONTRACTOR SHALL NOT EXCEED MAXIMUM 6% RUNNING SLOPE AND 2% CROSS SLOPE UNLESS NOTED OTHERWISE.
 3. THE CONTRACTOR SHALL SUBMIT A MAINTENANCE OF TRAFFIC PLAN TO THE COUNTY AND RECEIVE APPROVAL PRIOR TO WORK WITHIN THE COUNTY RIGHT-OF-WAY.



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Westwood Hotel
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 Orlando, Florida

Revisions:

No.	Date	Description

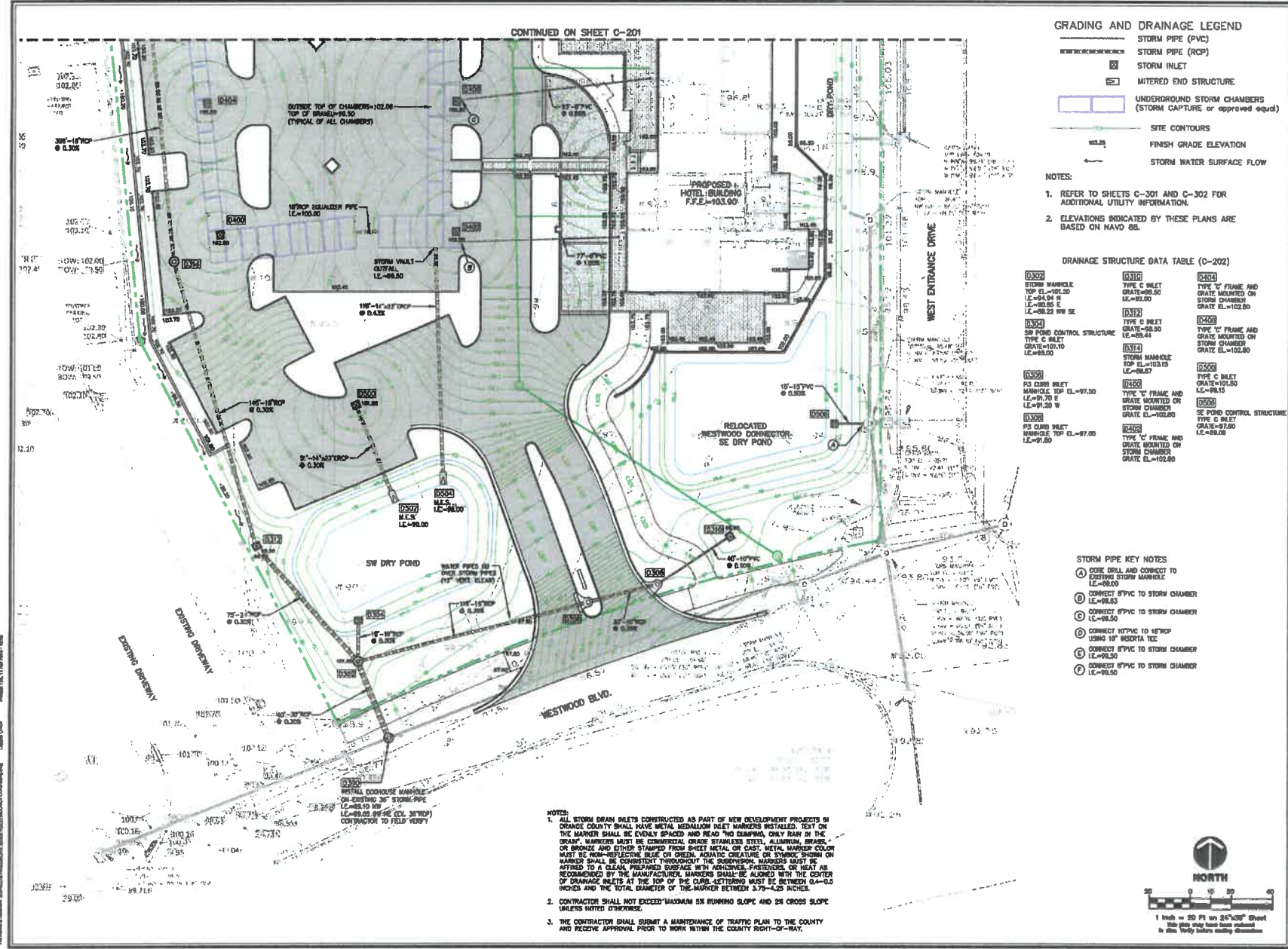
GRADING AND DRAINAGE PLAN

Scale As Shown
 Date 04-04-2023
 Project No: 07280000

Design by: [Signature]
 Drawn by: [Signature]
 Checked by: [Signature]

Reference: CONSTRUCTION DOCUMENTS

CONTINUED ON SHEET C-201



- ### GRADING AND DRAINAGE LEGEND
- STORM PIPE (PVC)
 - STORM PIPE (RCP)
 - STORM INLET
 - MITERED END STRUCTURE
 - UNDERGROUND STORM CHAMBERS (STORM CAPTURE or approved equal)
 - SITE CONTOURS
 - FINISH GRADE ELEVATION
 - STORM WATER SURFACE FLOW

- NOTES:
- REFER TO SHEETS C-301 AND C-302 FOR ADDITIONAL UTILITY INFORMATION.
 - ELEVATIONS INDICATED BY THESE PLANS ARE BASED ON NAVD 83.

DRAINAGE STRUCTURE DATA TABLE (C-202)

S302 STORM MANHOLE TOP EL.=98.00 LE=94.04 W LE=93.85 E LE=93.22 NW SE	S310 TYPE C INLET GRATE=98.50 LE=95.00	S404 TYPE "C" FRAME AND GRATE MOUNTED ON STORM CHAMBER GRATE EL.=102.00
S304 SE POND CONTROL STRUCTURE TYPE C INLET GRATE=101.10 LE=95.00	S312 TYPE C INLET GRATE=98.50 LE=95.44	S406 TYPE "C" FRAME AND GRATE MOUNTED ON STORM CHAMBER GRATE EL.=102.80
S308 P3 CURB INLET MANHOLE TOP EL.=97.00 LE=91.70 E LE=91.20 W	S314 STORM MANHOLE TOP EL.=103.15 LE=96.07	S408 TYPE C INLET GRATE=101.00 LE=98.13
S306 P3 CURB INLET MANHOLE TOP EL.=97.00 LE=91.00	S400 TYPE "C" FRAME AND GRATE MOUNTED ON STORM CHAMBER GRATE EL.=102.80	S402 SE POND CONTROL STRUCTURE TYPE C INLET GRATE=97.50 LE=96.08

- ### STORM PIPE KEY NOTES
- CORE DRILL AND CONNECT TO EXISTING STORM MANHOLE
LE=99.00
 - CONNECT 8" PVC TO STORM CHAMBER
LE=98.00
 - CONNECT 8" PVC TO STORM CHAMBER
LE=98.50
 - CONNECT 8" PVC TO 18" TOP
USING 18" RUBBER TEE
 - CONNECT 8" PVC TO STORM CHAMBER
LE=98.50
 - CONNECT 8" PVC TO STORM CHAMBER
LE=98.00

- ### NOTES:
- ALL STORM DRAIN INLETS CONSTRUCTED AS PART OF NEW DEVELOPMENT PROJECTS IN ORANGE COUNTY SHALL HAVE METAL MEDALLION INLET MARKERS INSTALLED. TEXT ON THE MARKER SHALL BE EVENLY SPACED AND READ TWO DIRECTIONS, ONLY RAIN IN THE DRAIN. MARKERS MUST BE COMMERCIAL GRADE STAINLESS STEEL, ALUMINUM BRASS, OR BRONZE AND OTHER STAMPED FROM SHEET METAL OR CAST METAL. MARKER COLOR MUST BE NON-REFLECTIVE BLUE OR GREEN. AGAINST GRADE OR FINISH GRADE ON MARKER SHALL BE CONSISTENT THROUGHOUT THE SUBDIVISION. MARKERS MUST BE AFFIXED TO A CLEAN, FINISHED SURFACE WITH ANCHORING FASTENERS OR HEAT AS RECOMMENDED BY THE MANUFACTURER. MARKERS SHALL BE ALIGNED WITH THE CENTER OF DRAINAGE INLETS AT THE TOP OF THE CURB. LETTERING MUST BE BETWEEN 0.41-0.5 INCHES AND THE TOTAL DIAMETER OF THE MARKER BETWEEN 3.75-4.25 INCHES.
 - CONTRACTOR SHALL NOT EXCEED MAXIMUM 5% RUNNING SLOPE AND 2% CROSS SLOPE UNLESS NOTED OTHERWISE.
 - THE CONTRACTOR SHALL SUBMIT A MAINTENANCE OF TRAFFIC PLAN TO THE COUNTY AND RECEIVE APPROVAL PRIOR TO WORK WITHIN THE COUNTY RIGHT-OF-WAY.



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Digitally signed by
Abdul Alkady
Date: 2023.05.02
11:05:18 -0400
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Westwood Hotel
NWC of Westwood End
and West Entrance Drive
Orlando, Florida

Revisions:	Date:	Description:

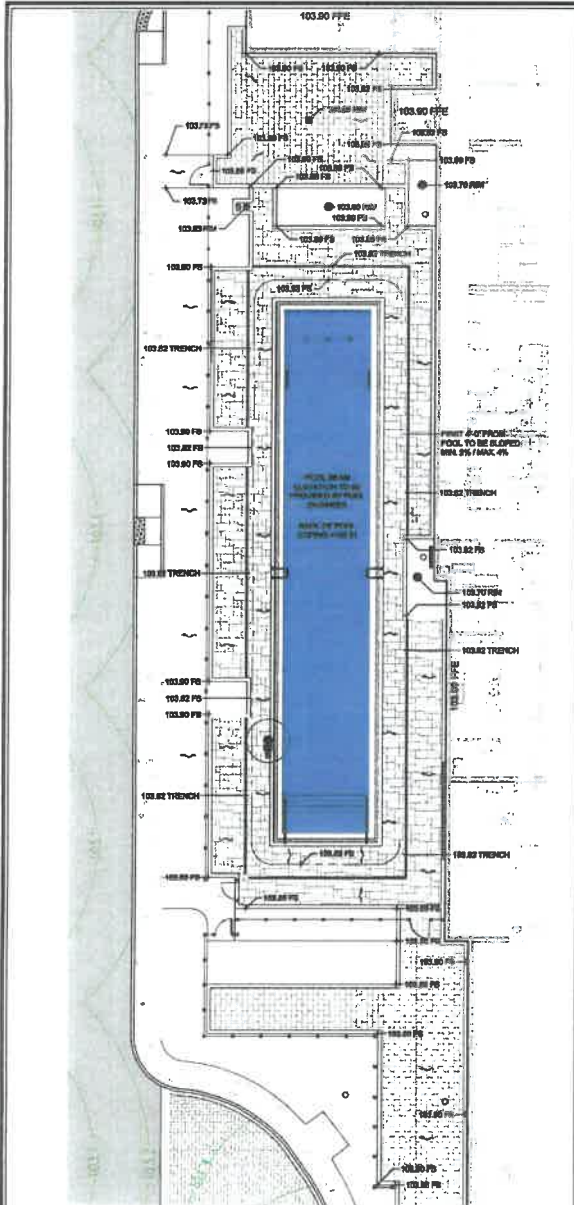
GRADING and DRAINAGE PLAN

Scale: as shown
Date: 05-14-23
Project No: 0724020

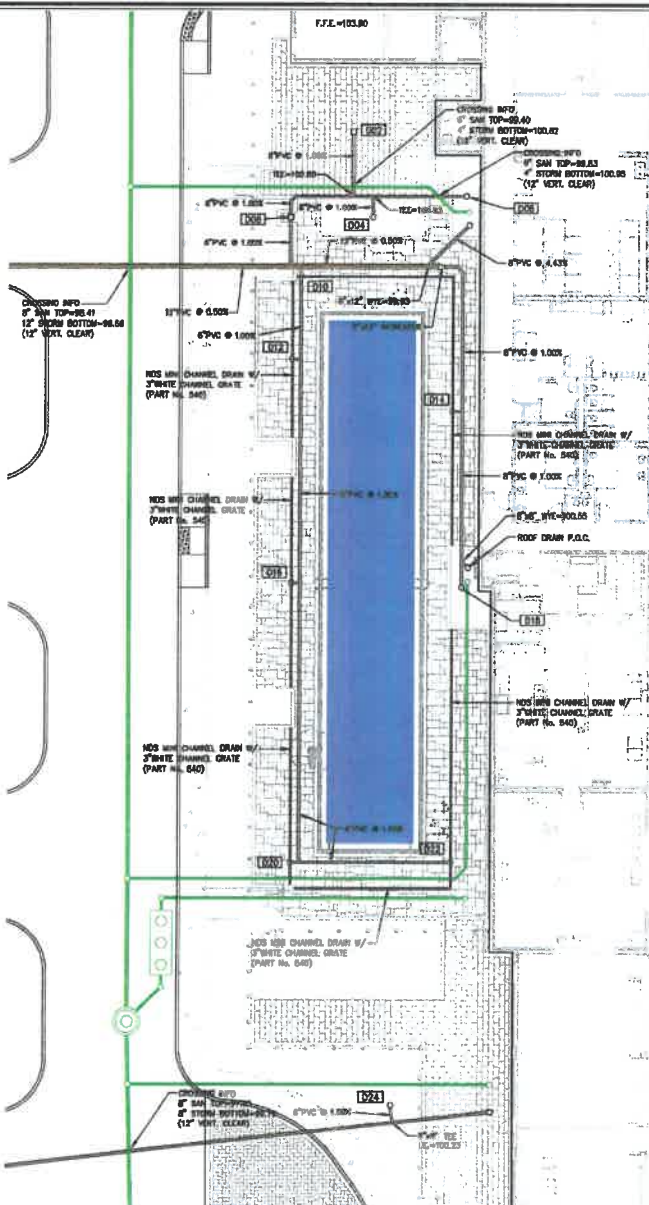
Design: 05/14/23
Drawn: 05/14/23
Checked: 05/14/23

CONSTRUCTION DOCUMENTS

C-202



POOL GRADING PLAN



POOL DRAINAGE PLAN

STORM STRUCTURE DATA TABLE

[102] NDS 6" SQ. AREA DRAIN W/ BRASS GRATE (MODEL No. 5008) RSL EL.=103.09 LE.=103.02	[103] TRENCH DRAIN P.O.C. 4" VERTICAL PIPE UP INTO TRENCH LE.=103.33
[104] NDS 6" DIA. AREA DRAIN W/ BLACK ATROM GRATE (PART No. 80) RSL EL.=103.80 LE.=103.97	[105] TRENCH DRAIN P.O.C. 4" VERTICAL PIPE UP INTO TRENCH LE.=103.50
[105] NDS 6" DIA. AREA DRAIN W/ BLACK ATROM GRATE (PART No. 80) RSL EL.=103.80 LE.=103.80	[106] NDS 6" DIA. AREA DRAIN W/ BLACK ATROM GRATE (PART No. 80) RSL EL.=103.80 LE.=103.80
[106] NDS 6" SQ. AREA DRAIN W/ BRASS GRATE (MODEL No. 5008) RSL EL.=103.09 LE.=103.00 S	[107] TRENCH DRAIN P.O.C. 4" VERTICAL PIPE UP INTO TRENCH LE.=103.00
[107] TRENCH DRAIN P.O.C. 4" VERTICAL PIPE UP INTO TRENCH LE.=103.30 LE.=103.30	[108] TRENCH DRAIN P.O.C. 4" VERTICAL PIPE UP INTO TRENCH LE.=107.30 LE.=107.30
[108] TRENCH DRAIN P.O.C. 4" VERTICAL PIPE UP INTO TRENCH LE.=103.30 LE.=103.30	[109] NDS 6" DIA. AREA DRAIN W/ BLACK ATROM GRATE (PART No. 80) RSL EL.=103.30 LE.=103.05

- NOTES:
- ALL STORM DRAIN BILETS CONSTRUCTED AS PART OF NEW DEVELOPMENT PROJECTS IN ORANGE COUNTY SHALL HAVE METAL MEDALLION INLET MARKERS INSTALLED. TEXT ON THE MARKER SHALL BE ENGRAVED AND READ "NO DUMPING, ONLY RAIN IN THE DRAIN". MARKERS MUST BE COMMERCIAL GRADE STAINLESS STEEL, ALUMINUM, BRASS, OR BRONZE AND EITHER STAMPED FROM SHEET METAL OR CAST METAL. MARKER COLOR MUST BE NON-REFLECTIVE BLUE OR GREEN. AQUATIC CREATURES OR FUNGUS SHOWN ON MARKER SHALL BE CONSISTENT THROUGHOUT THE SUBMISSION. MARKERS MUST BE APPLIED TO A CLEAN, PREPARED SURFACE WITH ADHESIVE FASTENERS OR HEAT AS RECOMMENDED BY THE MANUFACTURER. MARKERS SHALL BE ALIGNED WITH THE CENTER OF DRAINAGE BILETS AT THE TOP OF THE CURB. LETTERING MUST BE BETWEEN 0.4-0.5 INCHES AND THE TOTAL DIAMETER OF THE MARKER BETWEEN 3.75-4.25 INCHES.
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Westwood Hotel

NWC of Westwood Blvd and West Entrance Drive
Orlando, Florida

Revisions:

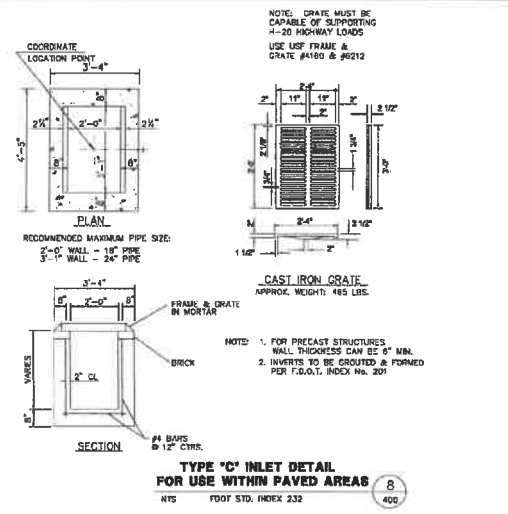
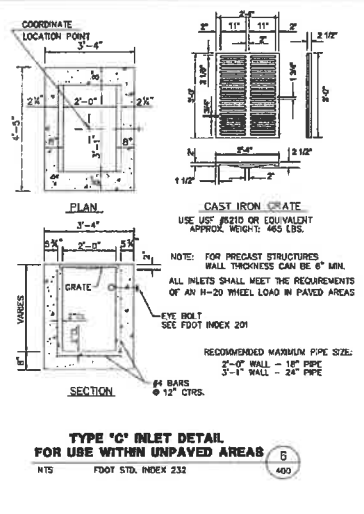
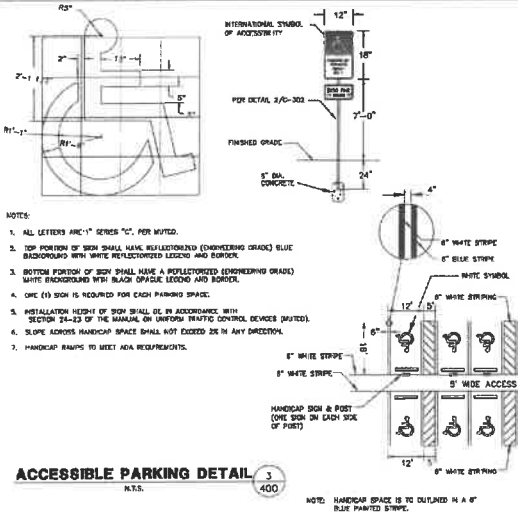
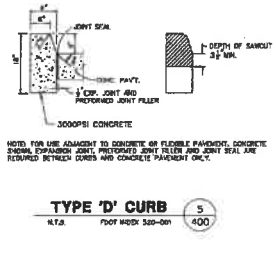
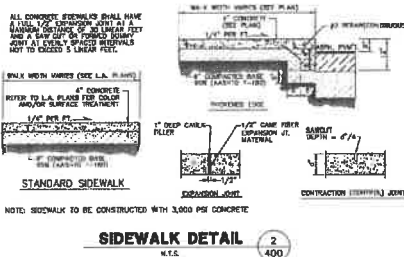
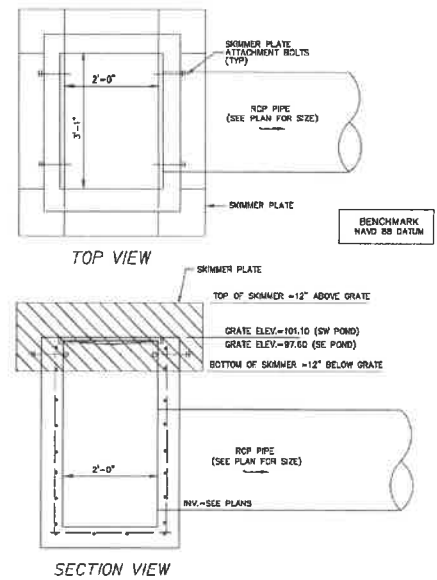
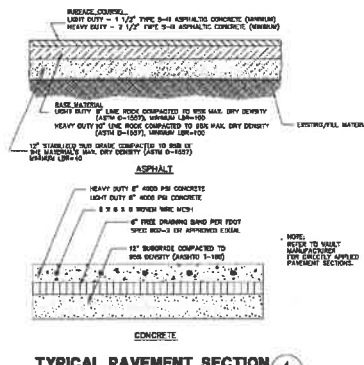
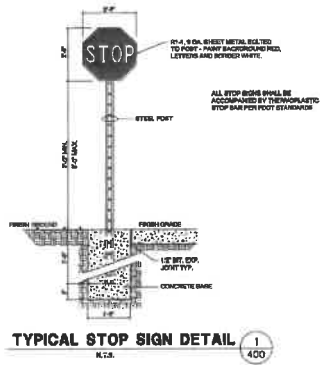
GRADING AND DRAINAGE
POOL AREA PLAN

Scale As Shown
Date 04-14-23
Project No. 0318000

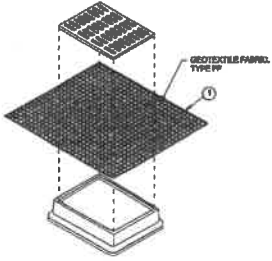
Design: skt
Drawn: cll
Checked: lct

Release
CONSTRUCTION DOCUMENTS

C-203



Revisions:	
No.	Date Description



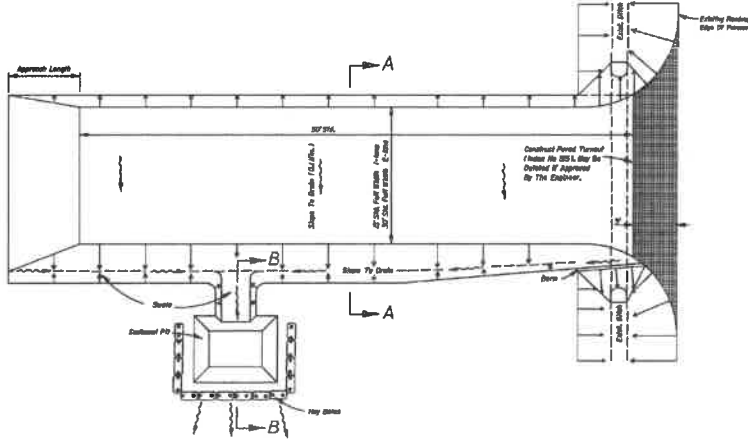
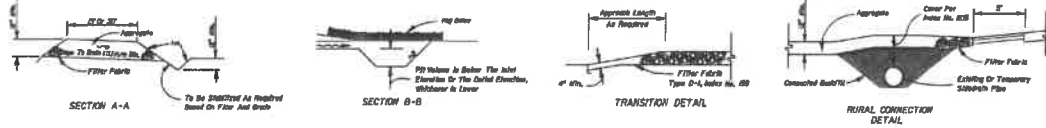
INLET PROTECTION, TYPE B (WITHOUT CURB BOX)

SHOWN AS INSTALLED IN ANY INLET WITHOUT A CURB BOX

GENERAL NOTES

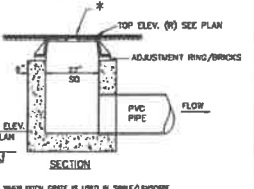
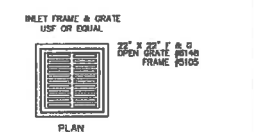
- ① WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLEN INTO THE INLET SHALL BE REMOVED IMMEDIATELY.
 - ② FINISHED SIDE, INCLUDING FLAP POCKETS IF THEY ARE REQUIRED, SHALL EXTEND A MINIMUM OF 1" AWAY FROM THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
 - ③ FOR INLET PROTECTION TYPE C (WITH CURB BOX), AN ADDITIONAL 1/2" OF FABRIC IS WRAPPED AROUND THE CURB AND SECURED WITH STAPLES. THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING.
- FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD SH.
- INSTALLATION NOTES**
- TYPE B:
- TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 2" OF THE GRATE.
- THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF MAINTENANCE, USING A BRUSH FLAP, HAND HELDS OR OTHER METHOD TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.

INLET PROTECTION 1
N.T.S. 401

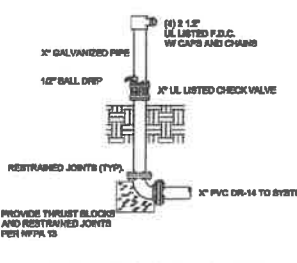


CONSTRUCTION ENTRANCE DETAIL 7
N.T.S. 401

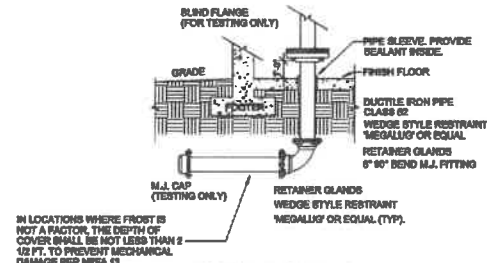
- GENERAL NOTES**
- A Best Management Practice (BMP) shall be established or installed by the contractor to prevent the runoff of sediment from the construction site into the water body. The BMP shall be installed and maintained throughout the duration of the project. The BMP shall be described in detail in the Construction BMP Manual and shall be approved by the local authority having jurisdiction. The BMP shall be installed and maintained in accordance with the requirements of the local authority having jurisdiction. The BMP shall be installed and maintained in accordance with the requirements of the local authority having jurisdiction.
 - The Contractor shall provide all materials, labor, and equipment necessary to install and maintain the BMP. The Contractor shall be responsible for the cost of the BMP. The Contractor shall be responsible for the cost of the BMP.
 - All materials shall be installed and installed in accordance with the manufacturer's instructions. The Contractor shall be responsible for the cost of the materials. The Contractor shall be responsible for the cost of the materials.
 - Approach shall be an amount in inches, depending on the slope of the approach. The Contractor shall be responsible for the cost of the approach. The Contractor shall be responsible for the cost of the approach.
 - The approach shall provide a minimum slope of 3:1 (vertical to horizontal) and shall be installed in accordance with the requirements of the local authority having jurisdiction. The Contractor shall be responsible for the cost of the approach. The Contractor shall be responsible for the cost of the approach.
 - The slope shall be installed in accordance with the requirements of the local authority having jurisdiction. The Contractor shall be responsible for the cost of the slope. The Contractor shall be responsible for the cost of the slope.
 - All materials shall be installed and installed in accordance with the manufacturer's instructions. The Contractor shall be responsible for the cost of the materials. The Contractor shall be responsible for the cost of the materials.
 - The Contractor shall be responsible for the cost of the materials. The Contractor shall be responsible for the cost of the materials.



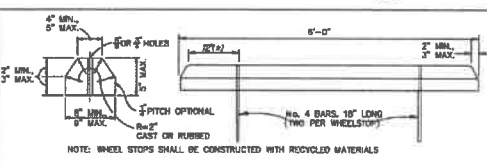
TYPE B INLET DETAIL 2
N.T.S. 401



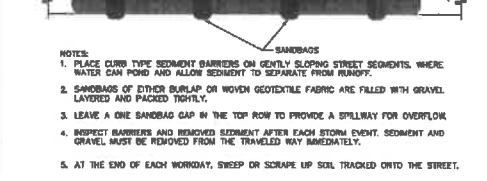
FIRE DEPARTMENT CONNECTION DETAIL 3
N.T.S. 401



FIRE SPRINKLER STUB-IN DETAIL 4
N.T.S. 401



CONCRETE WHEELSTOP DETAIL 8
N.T.S. 401



CURB AND GUTTER SEDIMENT BARRIER 5
N.T.S. 401

HARRIS
Heavy Civil Engineering LLC
1300 Wilshire Blvd
Suite 202
Covina, CA 91703
Phone: (909) 429-0777
Fax: (909) 429-0888
www.harrisengr.com
HQ 9014

Digitally signed by
Abdul Alhadry, P.E.
Date: 2023.05.02
11:29:53-0700

This form has been digitally signed and sealed by Abdul Alhadry, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Westwood Hotel
NWC of Westwood Blvd
Westwood Entrance Drive
Covina, Florida

Revisions:

No.	Date	Description

SITE DETAILS

Scale as shown
Design: SNAK
Drawn: BM
Date: 04-14-2023
Project No: 07-20-2023
Checked: BM

Reference: CONSTRUCTION DOCUMENTS

C-401

05/09/2023

HARRIS
North Call Engineers, LLC

1200 Wilshire Street
Suite 250
Orlando, Florida 32803
Phone: (407) 629-4777
Fax: (407) 629-7888

www.harrisengineers.com
EIT 9014



This item has been digitally signed and sealed by Aidal Atefy, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

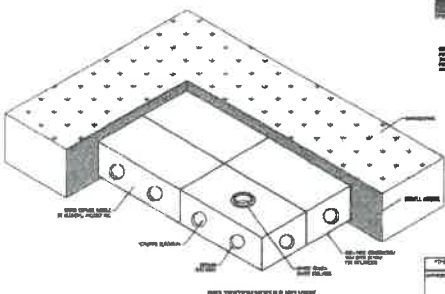
Westwood Hotel
MPC of Westwood Blvd
and West Entrance Drive
Orlando, Florida

GENERAL NOTES:
1. This submittal is for the purpose of showing the general location and configuration of the stormwater capture system in the building footprint. The exact location and configuration of the stormwater capture system shall be determined by the stormwater engineer after a site visit to the project. The stormwater engineer shall determine the location and configuration of the stormwater capture system based on the site conditions, including the location of the stormwater capture system, the location of the stormwater capture system, and the location of the stormwater capture system.

INSTALLATION NOTES:
1. The stormwater capture system shall be installed in accordance with the manufacturer's instructions. The stormwater capture system shall be installed in accordance with the manufacturer's instructions. The stormwater capture system shall be installed in accordance with the manufacturer's instructions. The stormwater capture system shall be installed in accordance with the manufacturer's instructions.

REVISIONS:

No.	Date	Description



STORMCAPTURE

FIELD OF COVERAGE

Module Size	Field of Coverage
4' x 4'	16' x 16'
4' x 6'	16' x 24'
6' x 6'	24' x 24'

PRELIMINARY - NOT FOR CONSTRUCTION

PRELIMINARY - NOT FOR CONSTRUCTION

HARRIS
North Call Engineers, LLC

STORMCAPTURE

Scale: As Shown
Date: 04-14-2023
Project No: 079550

TYPICAL SECTION:

TYPICAL SECTION:

SCALE: 1/8" = 1'-0"

STORMCAPTURE

PRELIMINARY - NOT FOR CONSTRUCTION

PRELIMINARY - NOT FOR CONSTRUCTION

HARRIS
North Call Engineers, LLC

STORMCAPTURE

Scale: As Shown
Date: 04-14-2023
Project No: 079550

SECTIONAL CAPTURE PLAN (VIEW 1):

SECTIONAL CAPTURE PLAN (VIEW 2):

STORMCAPTURE

PRELIMINARY - NOT FOR CONSTRUCTION

PRELIMINARY - NOT FOR CONSTRUCTION

HARRIS
North Call Engineers, LLC

STORMCAPTURE

Scale: As Shown
Date: 04-14-2023
Project No: 079550

SECTIONAL CAPTURE PLAN (VIEW 1):

SECTIONAL CAPTURE PLAN (VIEW 2):

VIEW A:

VIEW B:

STORMCAPTURE

PRELIMINARY - NOT FOR CONSTRUCTION

PRELIMINARY - NOT FOR CONSTRUCTION

HARRIS
North Call Engineers, LLC

STORMCAPTURE

Scale: As Shown
Date: 04-14-2023
Project No: 079550

Revisions:

No.	Date	Description

SITE DETAILS

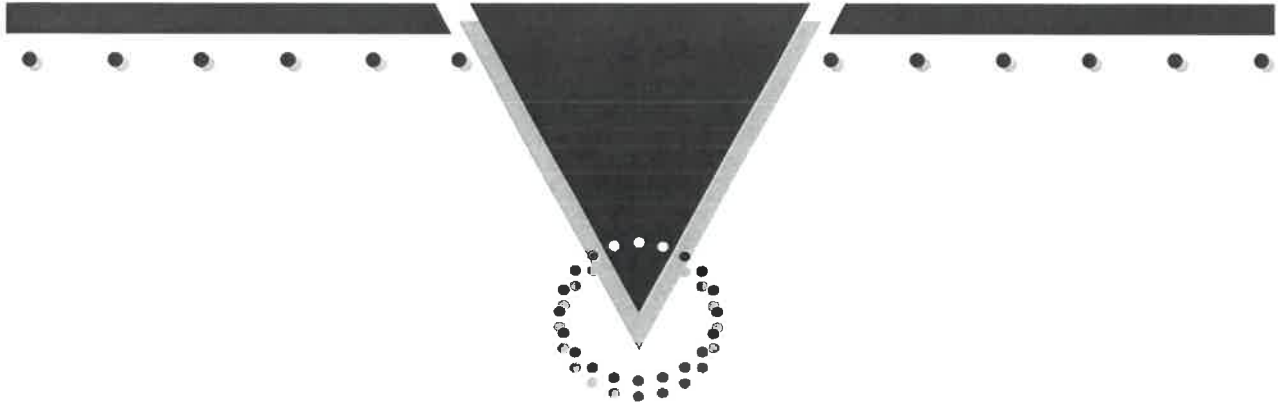
Scale: As Shown
Date: 04-14-2023
Project No: 079550

Design: Atefy
Drawn: Atefy
Checked: Atefy

Professional Construction Documents

C-406

SECTION XV



**Valencia
Water Control District**

**Proposed Budget
FY 2024**



Table of Contents

1-2	<hr/>	<u>General Fund</u>
3-7	<hr/>	<u>General Fund Narrative</u>
8-9	<hr/>	<u>Capital Reserve Fund</u>

Valencia
Water Control District
Proposed Budget FY2024
General Fund

Description	Proposed Budget FY2023	Actual thru 5/31/23	Projected Next 4 Months	Total Projected 09/30/23	Proposed Budget FY2024
Revenues					
Special Assessments - Tax Roll	\$553,302	\$516,442	\$31,569	\$548,011	\$552,179
Interest	\$100	\$1,486	\$680	\$2,166	\$2,000
Miscellaneous Revenue	\$0	\$294	\$0	\$294	\$0
Total Revenues	\$553,402	\$518,223	\$32,249	\$550,471	\$554,179
Expenditures					
<i>Administrative</i>					
Supervisor Fees	\$2,500	\$1,400	\$1,000	\$2,400	\$2,500
Engineering Fees	\$37,200	\$12,600	\$16,600	\$29,200	\$37,200
Attorney Fees	\$12,000	\$8,000	\$4,000	\$12,000	\$12,000
Annual Audit	\$5,200	\$0	\$5,200	\$5,200	\$5,200
Assessment Roll Certification	\$2,500	\$2,500	\$0	\$2,500	\$5,000
Management Fees	\$50,264	\$33,509	\$16,755	\$50,264	\$53,280
Information Technology	\$1,300	\$867	\$433	\$1,300	\$1,800
Website Administration	\$800	\$533	\$267	\$800	\$1,200
Insurance	\$14,710	\$13,179	\$0	\$13,179	\$14,400
Report Preparation - NPDES	\$15,000	\$3,274	\$4,226	\$7,500	\$15,000
Office Lease/Storage	\$12,980	\$3,044	\$772	\$3,816	\$3,000
Printing & Binding	\$500	\$312	\$113	\$425	\$500
Postage	\$500	\$324	\$187	\$511	\$600
Travel Per Diem	\$100	\$0	\$0	\$0	\$0
Legal Advertising	\$2,500	\$167	\$1,833	\$2,000	\$2,500
Bank Fees	\$500	\$362	\$160	\$522	\$600
Other Current Charges	\$400	\$0	\$133	\$133	\$400
Office Supplies	\$350	\$122	\$74	\$196	\$350
Election Fees	\$3,750	\$0	\$4,241	\$4,241	\$4,250
Meeting Rental Fee	\$500	\$300	\$200	\$500	\$500
Property Appraiser Fee	\$5,417	\$0	\$5,417	\$5,417	\$5,417
Dues, Licenses, Subscriptions	\$2,150	\$1,675	\$0	\$1,675	\$1,675
Administrative Expenses	\$171,121	\$82,167	\$61,611	\$143,779	\$167,372

Valencia
Water Control District
Proposed Budget FY2024
General Fund

Description	Proposed Budget FY2023	Actual thru 5/31/23	Projected Next 4 Months	Total Projected 09/30/23	Proposed Budget FY2024
<i>Operation and Maintenance</i>					
Utilities:					
Electric	\$750	\$50	\$0	\$50	\$0
Water & Sewer	\$500	\$55	\$0	\$55	\$0
Contracts:					
Aquatic Weed Control	\$40,000	\$23,077	\$9,288	\$32,365	\$40,000
Mowing	\$98,289	\$40,957	\$74,874	\$115,832	\$98,289
Water Quality Monitoring	\$19,746	\$11,444	\$6,282	\$17,726	\$19,746
Repairs & Maintenance:					
Canal & Retention Pond Maintenance	\$40,000	\$7,473	\$12,527	\$20,000	\$40,000
Office	\$500	\$45	\$0	\$45	\$0
Security Gates & Signs	\$750	\$0	\$375	\$375	\$750
NPDES Inspection & Fees	\$6,000	\$1,875	\$1,000	\$2,875	\$6,000
Operating Supplies	\$500	\$0	\$167	\$167	\$500
Contingency	\$2,500	\$0	\$833	\$833	\$2,500
Operation and Maintenance Expenses	\$209,535	\$84,975	\$105,346	\$190,321	\$207,785
<i>Capital Improvements</i>					
Transfer Out - Capital Reserve	\$267,402	\$267,402	\$0	\$267,402	\$245,392
Capital Improvement Expenses	\$267,402	\$267,402	\$0	\$267,402	\$245,392
Total Expenditures	\$648,058	\$434,544	\$166,958	\$601,502	\$620,548
Excess Revenues/(Expenditures)	(\$94,656)	\$83,679	(\$134,709)	(\$51,030)	(\$66,370)
Fund Balance - Beginning	\$94,656	\$210,400	\$0	\$210,400	\$66,370 *
Fund Balance - Ending	\$0	\$294,079	(\$134,709)	\$159,370	\$0

*Less 1st Quarter Operating Reserves

	FY2023 Maintenance Tax	FY2024 Maintenance Tax
NET ASSESSMENT	\$553,302	\$552,179
COLLECTION COST (5%)*	\$29,121	\$29,062
GROSS ASSESSMENT	\$582,423	\$581,241
Number of Units	9467	9448
TOTAL LEVY	\$61.52	\$61.52

Collection percentage is total of 3% Tax Collector Discount Fee & 2% Collection Fee

Valencia
Water Control District
 GENERAL FUND BUDGET

REVENUES:

Assessments – Tax Collector

The District will levy a non-ad valorem assessment on all the assessable property within the District to fund all general operating and maintenance expenditures during the fiscal year. These assessments are billed on tax bills.

EXPENDITURES:

Administrative:

Supervisors Fees

Chapter 190, Florida Statutes, allows for each Board member to receive compensation per meeting. Each Supervisor is paid for the time devoted to District business and meetings. The amount is based on 5 supervisors attending 10 meetings during the fiscal year.

Engineering

The District's engineer, CPH, Inc., will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, preparation and review of contract specifications and bid documents, and various projects assigned as directed by the Board of Supervisors and the District Manager.

Description	Monthly	Annual
Engineering Services	\$2,100	\$25,200
Contingency		\$12,000
Total		\$37,200

Attorney

The District's legal counsel, Stephen F. Broome, P.A., will be providing general legal services to the District, e.g. attendance and preparation for monthly meetings, preparation and review of agreements and resolutions, and other research assigned as directed by the Board of Supervisors and the District Manager.

Description	Monthly	Annual
Attorney Fees	\$1,000	\$12,000
Total		\$12,000

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis. The District has contracted with McDirmit, Davis for this service.

Assessment Administration

The District has contracted with Governmental Management Services-Central Florida, LLC to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Valencia
Water Control District
GENERAL FUND BUDGET

Management Fees

The District has contracted with Governmental Management Services-Central Florida, LLC to provide Management, Accounting and Recording Secretary Services for the District. The services include, but not limited to, recording and transcription of board meetings, budget preparation, all financial reporting, annual audit, etc.

Information Technology

The District has contracted with Governmental Management Services-Central Florida, LLC for costs related to District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, positive pay implementation and programming for fraud protection, accounting software, etc.

Website Maintenance

The District has contracted with Governmental Management Services-Central Florida, LLC for the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Insurance

The District's general liability and public officials liability insurance coverage is provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

Report Preparation - NPDES

Represents estimated costs for preparation of NPDES reports and compliance requirements.

Office Lease/Storage

Represents estimated fees to maintain District records at storage facility located within Orange County near District.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Postage

The District incurs charges for mailing of agenda packages, overnight deliveries, checks for vendors and other required correspondence.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Valencia
Water Control District
 GENERAL FUND BUDGET

Bank Fees

Represents monthly fees charged by Truist Bank for the District's operating account.

Other Current Charges

Represents any miscellaneous administrative expenses incurred during the fiscal year.

Office Supplies

The District incurs charges for office supplies that need to be purchased during the fiscal year.

Election Fees

Represents estimated costs for mass printing, postage & mailing of annual election proxies.

Meeting Rental Fee

Represents reservation fee paid to Lake Ridge Village Club Association for monthly meetings at onsite community center.

Property Appraiser

Represents a fee charged by Orange County Property Appraiser's office for assessment administration services.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Operating and Maintenance:

Aquatic Weed Control

Represents cost for maintenance to all canals and retention/detention ponds located within the District. Services include furnishing personnel, equipment, and herbicides to effectively control the excessive weed growth and as needed, supply triploid carp grass. The District has contracted with Aquatic Weed Control, Inc. for these services.

Description	Monthly	Annual
Aquatic Weed Control	\$2,322	\$27,865
Contingency (Triploid Grass Carp)		\$12,135
Total		\$40,000

Valencia
Water Control District
 GENERAL FUND BUDGET

Mowing

The District will maintain the canal and detention pond mowing within the District. Areas included are the C-1, C-3, C-4, C-5, C-6, C-10, C-11 & C-12 canals as well as ponds in the subdivisions of Greenbriar, Lakeridge, Waterview, Somerset, Deer Creek, Parkview Terrace, Parkview North, Parkview Pointe and Windsor Walk Villages. The District has contracted with Sthern Environmental, Inc. for this service.

Description	Monthly	Annual
Short Mowing (7 per year)	\$4,590	\$32,132
Long Mowing (6 per year)	\$11,026	\$66,156
Total		\$98,288

Water Quality Monitoring

Represents costs for the monthly water quality testing. District has contracted with Eurofins Environment Testing f/k/a Flowers Chemical Laboratories.

Description	Monthly	Annual
Water Quality Testing	\$1,646	\$19,746
Total		\$19,746

Canal & Retention Pond Maintenance

Represents monthly AMIL gate and discharge structures maintenance and recording along with estimated costs for non-capital project repairs.

Description	Monthly	Annual
AMIL Gate & Discharge Structure Maintenance & Recording	\$1,000	\$12,000
Contingency (Misc. Repairs)		\$28,000
Total		\$40,000

Security Gates & Signs

Represents estimated costs for the purchase and installation of any signs, i.e., no fishing, no trespassing, and/or repairs to the District's security gates.

NPDES Inspection & Fees

Represents annual fees paid to State of Florida Department of Environmental Protection and Orange County Environmental Protection Division as well as any inspection fees.

Description	Annual
Water Atlas Maintenance Fee	\$1,000
Regulatory Program & Surveillance Fee	\$1,875
Contingency (Inspections)	\$3,125
Total	\$6,000

Valencia
Water Control District
GENERAL FUND BUDGET

Operating Supplies

Represents estimated costs for the purchases of operating supplies .

Contingency

Represents any additional field expense that may not have been provided for in the budget.

Transfer Out – Capital Reserve

Represents funds to transferred to the Capital Reserve fund.

Valencia
Water Control District
Proposed Budget FY2024
Capital Reserve Fund

Description	Proposed Budget FY2023	Actual thru 5/31/23	Projected Next 4 Months	Total Projected 09/30/23	Proposed Budget FY2024
Revenues					
Transfer in	\$267,402	\$267,402	\$0	\$267,402	\$245,392
Interest Income	\$1,000	\$25,596	\$12,800	\$38,396	\$35,000
Total Revenues	\$268,402	\$292,998	\$12,800	\$305,798	\$280,392
Expenditures					
Contingency	\$500	\$319	\$152	\$471	\$600
Capital Improvements	\$100,000	\$105,528	\$0	\$105,528	\$119,181
Total Expenditures	\$100,500	\$105,847	\$152	\$105,999	\$119,781
Excess Revenues/(Expenditures)	\$167,902	\$187,152	\$12,648	\$199,799	\$160,611
Fund Balance - Beginning	\$760,956	\$866,445	\$0	\$866,445	\$1,066,244
Fund Balance - Ending	\$928,858	\$1,053,596	\$12,648	\$1,066,244	\$1,226,855

Valencia
Water Control District
Proposed Budget FY2024
Capital Reserve Fund

Capital Improvement Projects	
Fiscal Year 2023	
Description	Estimated Cost
S-501/S-901 Site Area Repair	\$31,695.00
C-5 Canal Repair Eroded Area	\$9,382.63
C-1/C-4/C-10 Canals Woodline Cut Backs	\$22,800.00
C-11 & C-12 Canal Woodline Cut Backs	\$41,650.00
Total	\$105,527.63

Capital Improvement Projects	
Fiscal Year 2024	
Description	Estimated Cost
Canal 12 South Bank Swale Regrading	\$26,100.00
C-10 Canal - Bank at Bend - West of Orangewood	\$93,081.00
Total	\$119,181.00

Capital Improvement Projects	
Fiscal Year 2025	
Description	Estimated Cost
Canal C-11 & S-1101 Raise Bank Elevation	\$137,633.15
Total	\$137,633.15

Capital Improvement Projects	
Fiscal Year 2026	
Description	Estimated Cost
Canal C-11 - Canal Restoration at S-1102 (Taft-Vineland Road by South Center)	\$60,478.50
Total	\$60,478.50

Capital Improvement Projects	
Fiscal Year 2027	
Description	Estimated Cost
C-10 Bank Restoration - Behind Office	\$22,195.00
C-10 Canal - Overflow Weir at S-901 - Erosion/ Undermining of Overflow Weir	\$41,917.50
Total	\$64,112.50

Capital Improvement Projects	
Fiscal Year 2028	
Description	Estimated Cost
Canal C-12 - Swale Regrading, Underdrain Installation (West of Woodway Drive)	\$125,797.06
Deer Creek Pond 4 - Structure Repair	\$1,725.00
Total	\$127,522.06

Combined Total	\$508,927.21
-----------------------	---------------------

“RESOLUTION”

RESOLVED, that the Valencia Water Control District levies a total drainage tax under the provisions of the law in the amount of \$61.52 per unit as the maintenance tax for the year 2023-2024.

It is also resolved that the President and Secretary be authorized and directed to certify said levy to the Property Appraiser of Orange County, Florida, in accordance with the law and practice and procedure of the Property Appraiser and the Tax Collector or Orange County.

Adopted this 13th day of June, 2023.

Attest:

Valencia Water Control District

Stephen F. Broome, Secretary

Print:

President

SECTION IXI

SECTION A

Customer Call Log - Valencia Water Control District							
Date	Name	Subdivision	Address	Issue	Pond/Canal Name	Resolution	Date Resolved
5/22/23	Mary Landgraf	WaterView	5453 Shingle Creek Dr.	Resident is listing home and agent inquired about access to pond behind home to tell potential buyers. Called pond Lake Ibis.	Area No. 2 Pond	Mr. Miller responded to resident's e-mail advising that waterway was not a lake but a retention pond owned and maintained by Valencia WCD and that there was no trespassing allowed by anyone on the banks or in the water for recreational purposes. Residents were not granted any special access.	5/22/23
5/23/23	Robert Lister	Not provided	Not provided	Wanted to know if proxy he received in the mail was mandatory	n/a	Ms. Vanderbilt advised it was optional to complete and return.	5/23/23
6/5/23	John Dunwoody	WaterView	5257 Watervista Dr.	E-mailed District Director to introduce himself as recently elected Treasurer of the WaterView Reserve HOA board and to engage Valencia WCD for help evaluating the community property for compliance with Orange County pre-hurricane preparation. Wanted to know policies and protocols to manage the water levels in their ponds.	Area No. 2 Pond/WaterView Small Pond	Mr. Flint responded to the e-mail briefly explaining that the District's waterways, including the ponds in WaterView, are dictated by the control structures in the ponds, not manually. Water levels were not adjusted in any way in preparation for hurricane season. He recommended the HOA evaluate the operation and condition of the HOA owned stormwater collection system such as the curb inlets in the roads and the pipes that discharge into the Valencia WCD ponds. Most issues are caused by blockages in one of the conveyances to the ponds.	6/5/23

SECTION B

Sthern Environmental Inc.
 4094 Thomassa Ct.
 Orlando, FL 32812
 dbrown@sthernenviro.com

Estimate

Estimate #	AE122		
Date	5/3/2023	Valid Through	5/3/2023
			Due on receipt

Attention:
Valencia Water Control District 10365 Orangewood Blvd Orlando, Fl 32821

Description	Total
Estimate for Valencia Water Control District C-12 work shall consist to install sock drain and re-grade the swell conveyance line along the Apartment complex fence. Includes all labor, materials, and equipment to facilitate both scopes of work.	
Install sock drain the entire length of the apartment complex approximate 798 feet 4" sock with 57 stone wrapped in geofabric installed approximate 18" below grade or as grade allows Miscellaneous stumps shall be removed Sock to be tied and grouted into the existing storm inlets.	29,087.81
Grade and re-work the swell conveyance line along the apartment complex. On site surveying shall dictate the direction of flow. Any stumps that are determined to prevent grading shall be removed Bahia grass shall be installed approximate 8 feet wide in the re-graded swell as to prevent erosion and protect soils. This is not on the steep slope along the fence line	13,830.19

Signature to proceed _____

A signature to proceed is a legally binding contract of this agreement as stated above and shall not include any additional work without a signed written agreement. No work shall begin without a signature to proceed. Please sign, print, and date.

Total	\$42,918.00
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SECTION C



VALENCIA WATER CONTROL DISTRICT
219 E. LIVINGSTON STREET, ORLANDO, FL 32801
PHONE: 407-841-5524 x 101 - FAX: 407-839-1526

June 13, 2023

Kelly Fuhrmeister
Candace Moore-Fuhrmeister
5042 Damson Court
Orlando, FL 32821

Re: Permit #0526 - Irrigation Withdrawal

Dear Mses. Fuhrmeister:

You are hereby permitted to install a sprinkler suction line into and withdraw water from the District's Deer Creek Pond 1B for the purpose of yard sprinkling in accordance with the attached sketch and the following conditions:

1. The entire expense of construction, including restoration, to be borne by applicant.
2. That the Permittee will maintain the work authorized herein in good condition in accordance with the approved plans.
3. That the District shall in no way be liable for any damage to any structure or work authorized herein which may be caused by or result from future operations undertaken by the District in the public interest.
4. Applicant declares that prior to filing this application, he has ascertained the location of all existing utilities, both aerial and underground, and the accurate locations are shown on the sketches.
5. It is expressly stipulated that this permit is a license for permissive use only and that the placing of facilities upon District right-of-way pursuant to this permit shall not operate to create or vest any property right in said holder.
6. Whenever necessary for the construction, repair, improvement, maintenance safe and efficient operation, alteration or relocation of all or any portion of said District works as determined by the District, any or all of said poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be immediately removed from said District right-of-way or reset or relocated thereon as required by the District.
7. All work shall meet District standards and be performed under the supervision of the District or their agents.

8. All materials and equipment shall be subject to inspection by the District or their agents.
9. All District property shall be restored to its original condition as far as practical, in keeping with District standards in a manner satisfactory to the District. All disturbed areas shall be sodded.
10. An approved-as-noted drawing covering details of this installation shall be made a part of this permit.
11. The Permittee shall commence actual construction in good faith within thirty (30) days from the date of said permit approval, and shall be completed within thirty (30) days.
12. The construction and maintenance of such utility shall not interfere with the property and rights of a prior Permittee.
13. That all the provisions of this permit shall be binding on any assignee or successor in interest of the Permittee.
14. It is understood and agreed that the rights and privileges herein set out granted only to the extent of the District right, title and interest in the land to be entered upon and used by the Permittee, and the Permittee will, at all times assume all risk of and indemnify, defend, and save harmless the Valencia Water Control District from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercised by said Permittee of the aforesaid rights and privileges. **In addition, Permittee acknowledges and understands that any additional permits that may be required from any other entity, whether governmental, quasi-governmental or otherwise, shall be the sole responsibility of Permittee, at Permittee's sole cost or expense.**
15. During construction, all applicable safety regulations shall be observed and the holder must take measures, including placing and display of safety devices that may be necessary.
16. The District office shall be notified twenty-four (24) hours prior to starting work and again immediately upon completion of the work.
17. In case of non-compliance with the District requirements, this permit is void and the facility will have to be brought into compliance or removed from the right-of-way at not cost to the District.
18. The granting of this permit does not constitute a contract requiring the District to furnish water, nor does it guarantee the availability or the quality of water. The Board retains the right to control consumptive use.

19. It is understood that this permit allows water usage for the address stated on this permit. Furnishing water to any other property without the consent of the District is prohibited.

ACCEPTED BY:

Signature: _____
Kelly Fuhrmeister

Signature: _____
Candace Moore-Fuhrmeister

ATTEST:

GRANTED BY:
VALENCIA WATER CONTROL DISTRICT

By: _____
Roy Miller, President

On this 13th day of June, 2023

Permit No. _____
(Assigned by VWCD)

**APPLICATION TO BOARD OF SUPERVISORS OF
VALENCIA WATER CONTROL DISTRICT
FOR PERMIT**

(1) PROPOSED USE: TO UTILIZE POND BEHIND THE HOUSE FOR IRRIGATION

(2) LOCATION OF WORK: 5042 DAMSON COURT Block: _____ Lot: _____
Subdivision: DEER CREEK VILLAGE or Section: _____ Township: _____ Range: _____

(3) DISTRICT WORKS INVOLVED: VALENCIA WATER DISTRICT

(4) OWNER OF PROPOSED WORK OR STRUCTURE:
NAME: KELLY FUHRMEISTER AND CANDACE MOORE-FUHRMEISTER

ADDRESS: 5042 DAMSON COURT
(Street)

ORLANDO FL 32821
(City) (State) (Zip)

(5) APPLICATION OTHER THAN OWNER: (if any)
Name: _____

Address: _____

Serving as: _____ for owner

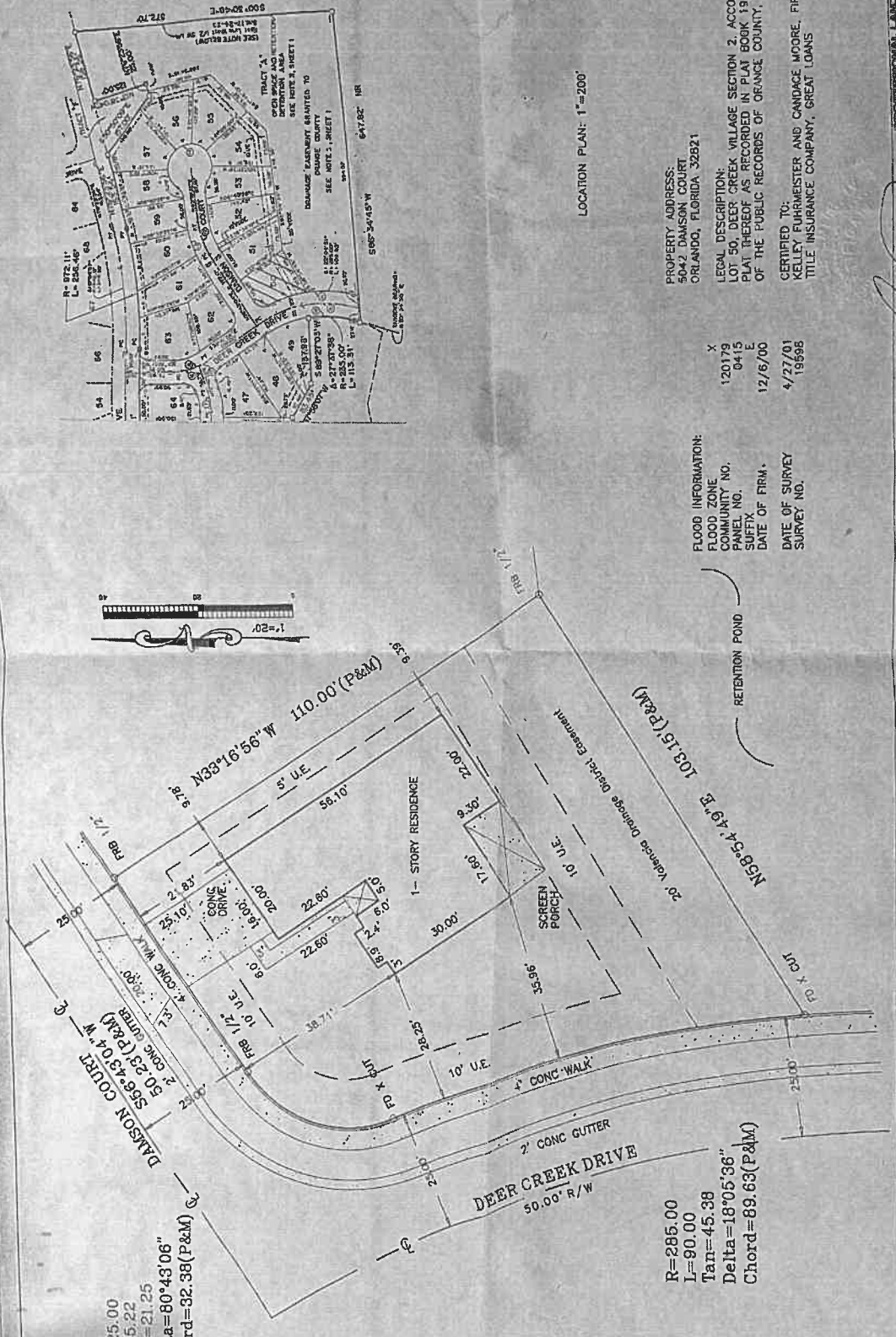
(6) AREA PROPOSED TO BE SERVED: Give legal description and size in acres. Attach legal description if necessary. If land is platted, indicate Block, Lot and Subdivision.
5042 Damson Ct.

(7) CONSTRUCTION SCHEDULE: The proposed work, if permitted, will begin within 10 calendar days of permit approval and be completed with ¹⁰ calendar days thereafter.

(8) This application, including sketches, drawings or plans and specifications attached contains a full and complete description of the work proposed or use desired of the above described facilities of the District and for which permit is herewith applied. It shall be a part of any permit that may be issued. It is agreed that all work or the use of the District's facilities will be in accordance with the permit to be granted and with Rule 4 adopted by the District, which Rule has been examined and is understood by applicant.

Submitted this 26 day of _____, 2023.

Signature of Owner: 



$R=25.00$
 $L=35.22$
 $\text{Tan}=21.25$
 $\text{Delta}=80^{\circ}43'06''$
 $\text{Chord}=32.38(\text{P}\&\text{M})$

$R=285.00$
 $L=90.00$
 $\text{Tan}=45.38$
 $\text{Delta}=18^{\circ}05'36''$
 $\text{Chord}=89.63(\text{P}\&\text{M})$

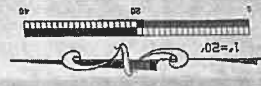
LOCATION PLAN: 1"=200'

PROPERTY ADDRESS:
 5042 DANSON COURT
 ORLANDO, FLORIDA 32821

LEGAL DESCRIPTION:
 LOT 50, DEER CREEK VILLAGE SECTION 2, ACCORDING TO THE
 PLAT THEREOF AS RECORDED IN PLAT BOOK 19, PAGE 85,
 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

CERTIFIED TO:
 KELLEY FUHRMEISTER AND CANDACE MOORE, FIRST AMERICAN
 TITLE INSURANCE COMPANY, GREAT LOANS

FLOOD INFORMATION:
 FLOOD ZONE: X
 PANEL NO.: 120179
 COMMUNITY NO.: 0415
 SUFFIX: E
 DATE OF FIRM: 12/16/00
 DATE OF SURVEY: 4/27/01
 SURVEY NO.: 19596



L. BEALE SMITH IV, P.L.L.C.
 PROFESSIONAL LAND SURVEY & MAPPING
 113 COLLEGE DRIVE, SUITE 100, AUSTIN, TEXAS 78701-1133
 PHONE: 512-321-1111 FAX: 512-321-1111

I, BEALE SMITH IV, P.L.L.C., A PROFESSIONAL LAND SURVEYOR AND MAPPING ENGINEER, HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE FLORIDA PROFESSIONAL LAND SURVEYING ACT AND THE RULES OF THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPING ENGINEERS, AND THAT I AM A MEMBER OF THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPING ENGINEERS.

I, BEALE SMITH IV, P.L.L.C., A PROFESSIONAL LAND SURVEYOR AND MAPPING ENGINEER, HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE FLORIDA PROFESSIONAL LAND SURVEYING ACT AND THE RULES OF THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPING ENGINEERS, AND THAT I AM A MEMBER OF THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPING ENGINEERS.

I, BEALE SMITH IV, P.L.L.C., A PROFESSIONAL LAND SURVEYOR AND MAPPING ENGINEER, HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE FLORIDA PROFESSIONAL LAND SURVEYING ACT AND THE RULES OF THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPING ENGINEERS, AND THAT I AM A MEMBER OF THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPING ENGINEERS.



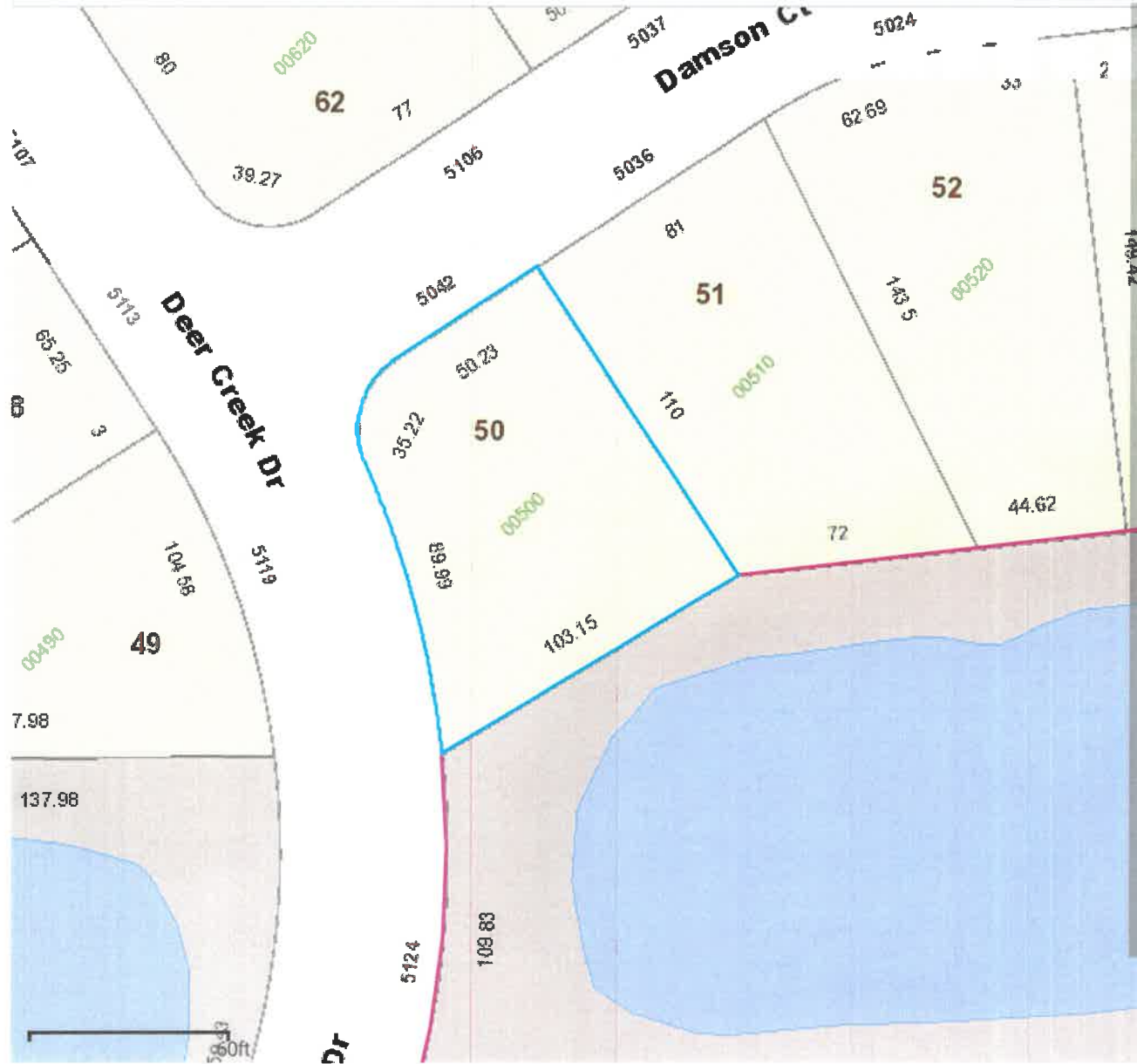
5036

5042

90'

Damson Cr

Deer Creek Dr

[Base map](#)[Layers](#)[Foreclosure](#)[Sales](#)[Parcel Search](#)[Legend](#)[Identify](#)[OCPA Tools](#)[Custom Print](#)[Trending](#)[Parcel Themes](#)

Identify

[Print Current Parcel Record](#)

[Links](#) [Info](#) [Values](#)

1

5124 DEER CREEK DR, ORLANDO, FL 32821 03/01/2020

Previous Year:	View Parcel Record
Parcel ID:	17-24-29-1987-00-001
Street Address:	5124 DEER CREEK DR
Name1:	VALENCIA WATER CONTROL DIST
Name2:	

SECTION D

TIERRA

June 6, 2023

Valencia Water Control District
219 E. Livingston St.
Orlando, FL 32801

Attn: Mr. George Flint
District Director
gflint@gmscfi.com

**RE: Proposal
Geotechnical Engineering Services
Valencia Water Control District
Structure VWCD S501
Central Florida Parkway & Discovery Cove Way
Orange County, Florida
Tierra Proposal No. 55-23-099**

Mr. Flint:

In response to your request, Tierra, Inc. is pleased to submit the following proposal to provide geotechnical services in connection with the above referenced project. This proposal includes a description of the project, our proposed scope of services and estimated fees.

Project Information

Based on our discussions and a recent visit to the site, we understand that the western canal bank adjacent to the control structure (Structure VWCD S501) was eroded with portions of the structure undermined during a recent high flow event. It is uncertain on the duration or extent of the high flow event or if it was a result of a failure or blockage in the control valve that regulates the canal flow.



591 Susan B. Britt Court • Winter Garden, Florida 34787
Phone (407)877-1354 • Fax (407)654-7347
Florida Certificate No. 6486

**Proposal
Geotechnical Engineering Services
Valencia Water Control District
Structure VWCD S601
Central Florida Parkway & Discovery Cove Way
Orange County, Florida
Tierra Proposal No. 55-23-099
Page 2 of 4**

Tierra has been asked to evaluate the canal bank and control structure from a geotechnical perspective in order to identify the possible causes of the washout/erosion and also to provide options for repair and/or remediation. Our scope of services do not include a structural evaluation of the control structure.

If any of the noted information is incorrect or has changed, Tierra should be notified so our scope of work can be amended as appropriate.

Geotechnical Scope of Services

The objective of our study will be to evaluate the erosion/washout area adjacent to the control structure and to provide our opinion on the possible cause(s) of the failure and to also provide repair alternatives to consider. In order to meet the preceding objectives, we propose to provide the following services:

1. Review any available existing plans and design information provided by the Valencia Water Control District.
2. Conduct a field review of the existing control structure and document the current conditions.
3. Conduct a Ground Penetrating Radar (GPR) survey along the canal bank and atop the concrete slope on the south side of the control structure to help identify the extent/limits of voids or undermining along with any additional anomalies along the canal bank.
4. Perform one (1) Standard Penetration Test Borings to a depth of 30 feet to evaluate the existing subsurface soil and groundwater conditions adjacent to and near the control structure for evaluating potential repair and/or rebuild alternatives.
5. Prepare a geotechnical report that summarizes the course of study pursued, provides our opinion on the possible cause(s) of the current washout and also provides various repair alternatives to consider. **Tierra's scope of services does not include providing shop drawings or plan sheets. It is our understanding that any shop drawings and/or plan sheets for the repair/rebuild alternative will be generated/prepared by the project civil and/or structural engineer contracted by the District.**

Schedule

We are in a position to start work on the assignment within approximately 1 week of receipt of authorization to proceed. Our first task will be to complete a visual inspection of the control structure documenting the current conditions as well as marking/staking our proposed boring location in the field and obtaining utility clearances for the boring. We anticipate the field work portion of our work effort to require approximately 2 days to complete. Engineering and laboratory testing will be initiated thereafter, requiring a further 2 to 3 weeks to complete. From notice to proceed through submittal of the report will require on the order of 3 to 4 weeks.

**Proposal
Geotechnical Engineering Services
Valencia Water Control District
Structure VWCD S501
Central Florida Parkway & Discovery Cove Way
Orange County, Florida
Tierra Proposal No. 55-23-099
Page 3 of 4**

Service Fee

It is proposed that the fee for performance of the above-outlined services be determined on a lump sum basis for a fee of **\$5,500.00**. The work will be performed pursuant to our General Conditions which are enclosed herewith and incorporated by reference into this proposal. We will provide you with verbal results of tested conditions and immediately notify you should conditions impacting our scope, schedule, or cost of services occur. The proposal is based on the assumption that no hazardous materials exist on-site that would impact our investigation.

Closure

We appreciate the opportunity to offer our services to you and look forward to working with you on this assignment. If this fee proposal is acceptable, please sign on the following page or issue a subcontract agreement as notice to proceed. Should you have any questions in regard to this proposal, please do not hesitate to contact this office.


Respectfully Submitted,
TIERRA, INC.



**Kenneth L. Symonds, Jr., P.E.
Senior Geotechnical Engineer**

Attachments: Tierra's General Conditions

Proposal
Geotechnical Engineering Services
Valencia Water Control District
Structure VWCD S501
Central Florida Parkway & Discovery Cove Way
Orange County, Florida
Tierra Proposal No. 55-23-099
Page 4 of 4

AUTHORIZED BY:	INVOICE TO:
Name: George S. Fliet	Company: VWCD
Title: District Director	Name: Teresa Viscarra
Signature: 	Address: 219 E. Livingston St Orlando, FL 32801
Date: 6/6/23	Phone: 407-841-5524 x 102 Fax: 407-839-1526 Email: tviscarra@gmscfl.com

TIERRA GENERAL CONDITIONS

1. SCOPE OF WORK - Work means the specific geotechnical, analytical, testing or other service to be performed by Tierra as set forth in Tierra's proposal, Client's acceptance of the scope of work and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by Tierra. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Tierra's work. Tierra shall have no duty or obligation to any third party greater than that set forth in Tierra's proposal, Client's acceptance of Tierra's proposal and these General Conditions. The ordering of work from Tierra, or the reliance on any of Tierra's work, shall represent acceptance of the terms of Tierra's proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. RIGHT OF ENTRY - The client will provide right-of-entry for Tierra and all necessary equipment in order to complete the work. While Tierra will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur; the correction of which is not part of this agreement.

3. DAMAGE TO EXISTING MAN-MADE OBJECTS - The Client will provide the location of all underground utilities or obstructions to Tierra who, in the prosecution of their work, will take all reasonable precautions to avoid damage or injury to any such subterranean structure or utility. The Owner agrees to hold Tierra harmless for any damages to subterranean structures or utilities which are not called to Tierra's attention and correctly shown on the plans furnished and will reimburse Tierra for any expenses in connection with any claims or suits including reasonable attorney fees.

4. IN-PLACE MATERIALS TESTING - Tierra will not be responsible for repair or damage to portions of structures designated for in-place materials testing. Repairs can be made for aesthetic reasons if requested in advance of the work to be performed. The cost for labor and materials would be charged.

5. SAMPLE RETENTION - Tierra will retain all soil and rock samples obtained for geotechnical explorations for 30 days. Samples subjected to Construction Materials and Laboratory testing are disposed of subsequent to testing. Further storage or transfer of samples can be made at Client's expense upon written authorization.

6. DEFINITION OF RESPONSIBILITY (OBSERVATION SERVICES) - The presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised.

6.1 The Contractor should also be informed that neither the presence of our field representative or the observation and testing by our firm shall excuse the contractor in any way for defects discovered in the contractor's work. It is understood that Tierra will not be responsible for the Contractor's job or site safety on his project. That will be the sole responsibility of the contractor.

7. STANDARD OF CARE - Service performed by Tierra under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

7.1 Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by Tierra and that the data, interpretations and recommendations of Tierra are based solely on the information available to it. Tierra shall not be responsible for the interpretation by others of information developed.

8. ORAL AGREEMENTS - No oral agreement, guarantee, promise, representation or warranty shall be binding.

9. OWNERSHIP OF DOCUMENTS - All reports, boring logs, field data and notes, laboratory test data, calculations, estimates and other documents prepared by Tierra, as instruments of service, shall remain the property of Tierra until final payment is received.

TIERRA GENERAL CONDITIONS

10. BASIS OF PAYMENT - Payment is due within 30 days of date of invoice. Payments not made when due shall bear interest at eighteen (18) percent annum or at the maximum rate allowed by law from the date of the invoice until same is paid.

10.1 If the Client fails to make any payment due to Tierra for service and/or expenses within 60 days of date of invoice, Tierra may, after giving seven days' written notice to Client, suspend services until all outstanding amounts have been paid to Tierra in full. Further, Tierra may, in addition to withholding services, or singularly, withhold reports, plans and other documents not paid in full by the Client. In the event that final payment for completed work is not made, Tierra shall request that all copyrighted documents which were submitted to client be returned and all information used in project plans be removed from project documents.

10.2 In the event it is necessary to take legal action to effect collection, whether or not litigation is commenced, the Client agrees to reimburse Tierra for expenses in connection with any claims or suits, including reasonable attorney's fees.

10.3 This contract shall be governed by the laws of the State of Florida.

11.0 CONSTRUCTION REVIEW - Tierra cannot accept responsibility for any design work unless the work includes services for construction review to determine whether or not the work performed is in substantial compliance with Tierra's conclusions and recommendations.

12.0 INDEMNIFICATION - Tierra agrees to hold harmless and indemnify Client from and against liability arising out of Tierra's negligent performance of the work. Client agrees to indemnify and hold Tierra harmless from all liability including all costs, attorney's fees and expenses of defense for any claims by any other person or corporation which may arise out of the performance or breach of this contract for which Tierra was not solely negligent. *to the extent permitted by Florida Law*

13.0 LIMITATION OF LIABILITY - The Client/Owner agrees to limit Tierra's liability for negligent professional acts, errors or omissions, such that the total aggregate liability of Tierra shall not exceed \$25,000 or the total fee for the services rendered on this project; whichever is greater. The Owner further agrees to require the contractor and his subcontractors a similar limitation of liability suffered by the contractor or the subcontractors arising from Tierra's negligent professional acts, errors or omissions. *PJ*

13.1 If Client prefers to have higher limits on professional liability, Tierra agrees to increase the limits up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of 5 percent of our total fee. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

14.0 INSURANCE - Tierra represents and warrants that it and its agents, staff and consultants employed by it are protected by Worker's Compensation Insurance and Employer's Liability Insurance in conformance with applicable state laws. Tierra has such coverage under public liability and property damage insurance policies that Tierra deems to be adequate. A Certificate of Insurance can be supplied evidencing such coverage upon request.

14.1 Within the limits and conditions of such insurance, Tierra agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by Tierra, its agents, staff and consultants employed by it. Tierra shall not be responsible for any loss, damage or liability beyond the amounts, limits and considerations of such insurance. Tierra shall not be responsible for any loss, damage or liability arising from any acts by clients, its agents, staff and other consultants employed by it.

14.2 Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, Tierra will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

15.0 TERMINATION - This agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Tierra shall be paid for services performed to the termination notice date plus reasonable termination expenses.

15.1 In the event of termination or suspension for more than three months, prior to completion of all reports contemplated by this Agreement, Tierra may complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs for Tierra in completing such analyses, records and reports.

TIERRA GENERAL CONDITIONS

16.0 CLIENT'S OBLIGATION TO NOTIFY TIERRA - Client represents and warrants that it has advised Tierra of any known or suspected hazardous materials or conditions, utility lines and pollutants at any site at which Tierra is to do work hereunder, and unless Tierra has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save Tierra harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Tierra's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Tierra by Client.

17.0 HAZARDOUS MATERIALS - This agreement shall not be interpreted as requiring Tierra to assume the status of an owner, operator, generator, store, transporter, treatment or disposal facility as those terms appear within the Resource Conservation and Recovery Act (RCRA) or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.

18.0 DESIGN PROFESSIONALS LIMITATION OF LIABILITY – IN ACCORDANCE WITH FLORIDA STATUTE 558.0035, A DESIGN PROFESSIONAL EMPLOYED BY TIERRA, INC. OR AGENT IS NOT INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURING DURING THE COURSE AND SCOPE OF A PROFESSIONAL SERVICES CONTRACT.

SECTION E



NON-AD VALOREM ASSESSMENT ADMINISTRATION AGREEMENT

An AGREEMENT made this 31 day of May 2023 between **AMY MERCADO** as Orange County Property Appraiser (Property Appraiser) and, **Valencia Water Control Drainage District** (Taxing Authority), and is effective upon acceptance by both parties and through, September 30, 2023.

1. The Taxing Authority desires to use the services of the Property Appraiser to maintain non-ad valorem assessments on the tax roll and the Property Appraiser is prepared to do so, on behalf of the Taxing Authority. Each party represents that it has satisfied all conditions precedent to enter into this agreement.
2. The Property Appraiser agrees to perform the following service for the Taxing Authority:
 - A. Create a Non-Ad Valorem Assessment Roll for the Taxing Authority for the 2023 tax roll year using data provided annually to the Property Appraiser's Office by the Taxing Authority per attached Calendar for Implementation of Non- Ad Valorem Assessment Roll.
 - B. Provide the Taxing Authority with a data file in a compatible format on or before April 1, containing all parcels within the boundaries of the Taxing Authority to be used for the Taxing Authority's planning purposes in establishing its non-ad valorem assessments.
 - C. Receive from the Taxing Authority its proposed or adopted non-ad valorem assessment levy for each type of property and apply that amount to each parcel of real property as stipulated by Taxing Authority.
 - D. Include the Taxing Authority's non-ad valorem assessments on the Notice of Proposed Property Taxes and Proposed or Adopted Non-Ad Valorem Assessments mailed to all property owners in August of each year.
 - E. Receive from the Taxing Authority, corrections or changes to the roll and update the Non-Ad Valorem Assessment Roll for tax bills on or before September 15 of each year, the statutory deadline for certification of non-ad valorem assessments.
 - F. Deliver the Taxing Authority's Non-Ad Valorem Assessment Roll to the Orange County Tax Collector's Office so that tax bills mailed on or about November 1 will include the Taxing Authority's non-ad valorem assessment levies.

3. Taxing Authority agrees to perform the following acts in connection with this agreement:
 - A. Advise the property owners within the Taxing Authority in an appropriate and lawful manner of the Taxing Authority's intention to utilize the Uniform non- ad valorem assessment method described in Sections 197.3631 through 197.3635, Florida Statutes, and any other applicable Florida statute, and carry out its responsibilities under said sections.
 - B. Timely provide the Property Appraiser with information required to prepare the Uniform Non-Ad Valorem Assessment Roll per the Calendar for Implementation of Non-Ad Valorem Assessment Roll.
 - C. Advise the property owners within the Taxing Authority as appropriate that the Property Appraiser's office is acting in a ministerial capacity for the Taxing Authority in connection with the non-ad valorem assessments.
 - D. Preparation and delivery of certificate of corrections directly to Tax Collector, with copy to Property Appraiser, for any corrections to a certified final tax roll.
4. The Taxing Authority shall use its best efforts in furnishing the Property Appraiser with up-to-date and accurate data concerning its boundaries, proposed assessments, and other information as requested from time to time by the Property Appraiser and necessary to facilitate his making the assessment in question. The Property Appraiser shall, using the information provided by the Taxing Authority, place the district's non-ad valorem assessments, as made from time to time and certified to him, on properties within the district.
5. The Property Appraiser shall be compensated by the Taxing Authority for the administrative costs incurred in carrying out this Agreement. These costs include, but are not limited to labor, printing, forms, office supplies, computer equipment usage, postage, programming, or any other associated costs.
6. On 1st day of October of each applicable year, the administrative fee will be invoiced to the Taxing Authority equivalent to **\$0** per parcel assessed with a non-ad valorem tax. Parcel counts supporting the invoiced fee will be determined based upon the most current certified non-ad valorem assessment roll. Any new assessments added to the tax roll that were not previously certified and invoiced an administrative fee, will be separately invoiced on or around July 15 and prior to mailing of the Notice of Proposed Property Taxes in August.
7. The specific duties to be performed under this agreement and their respective timeframes are contained in the Calendar for Implementation of Non-Ad Valorem Assessment Roll, which is incorporated herein by reference.
8. This agreement constitutes the entire agreement between the parties and can only be modified in writing and signed by both parties.
9. All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.
10. All communications required by this agreement shall be in writing and sent by first class mail, email, or facsimile to the other party.

Notices to the Taxing Authority shall be addressed to:

Valencia Water Control Drainage District
Jason Showe
Governmental Management Services
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771
jshowe@gmscfl.com
tviscarra@gmscfl.com
svanderbilt@gmscfl.com
(407)841-5524 x105

Notices to the Property Appraiser shall be addressed to:

Carmen Crespo, Director, Accounting and Finance
Orange County Property Appraiser
200 S. Orange Ave., Suite 1700
Orlando, FL 32801
ccrespo@ocpaf1.org
(407) 836-5353

- 11. TERMINATION. This Agreement may be terminated by either party upon written notice. Property Appraiser will perform no further work after the written termination notice is received.
- 12. TERM. This Agreement shall continue until such time as either party terminates the Agreement pursuant to Paragraph 11, above.
- 13. GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of Florida. Any action to interpret or enforce any provision of this Agreement shall be brought in the State and Federal courts for Orange County, Florida.

ORANGE COUNTY PROPERTY APPRAISER

Signed _____
AMY MERCADO, MBA

Date _____

VALENCIA WATER CONTROL DRAINAGE DISTRICT

Name _____

Signed _____

Date _____

CALENDAR FOR IMPLEMENTATION OF NON-AD VALOREM ASSESSMENTS

On or about April 1st, Property Appraiser to provide the Taxing Authority with an electronic file that includes parcel ID and any other information applicable or requested. Taxing Authority may request this file at any time after January 1st, but must understand that many splits/ combos, annexations, etc., may not be reflected early in the tax year and subsequent files may be necessary. If any additional information is required at any time by Taxing Authority, it should be requested of the Property Appraiser by Taxing Authority, allowing for a reasonable turnaround time. The file shall be in an ascii file, text or excel file, unless another format is requested and agreed upon between parties.

June 1

- Property Appraiser distributes Best Estimate of Taxable Value to all Taxing Authorities.

July 1

- Property Appraiser certifies Preliminary tax roll to all taxing authorities.
- Taxing Authority reviews all assessments and provides final approval for Notice of Proposed Property Taxes (TRIM)

July 15

- Property Appraiser to invoice Administrative Fee for new parcels, if any, assessed and in excess of prior year certified non-ad valorem assessment roll parcel count.

August 4

- The Taxing Authority adopts its proposed millage rate and submits to the Property Appraiser for TRIM.

August 24

- Last day Property Appraiser can mail TRIM notices to all property owners on the tax roll.

September 3 – October 3

- Taxing Authority holds initial and final public budget hearing.

September 15

- Taxing Authority certifies final non-ad valorem assessment roll to Property Appraiser on or before September 15 with any changes, additions, or deletions to the non-ad valorem assessment roll since the TRIM notices.

October

- Property Appraiser to mail Non-Ad Valorem Assessment Administration Agreement and invoice for non-ad valorem assessment processing for subsequent tax roll, based upon most recent certified non-ad valorem assessment roll parcel count.
- Property Appraiser delivers the Taxing Authority non-ad valorem assessment roll to the Tax Collector for collection of taxes on November 1 tax bills.