Valencia Water Control District

Agenda

March 11, 2025

#### VALENCIA WATER CONTROL DISTRICT NOTICE OF MEETING OF BOARD OF SUPERVISORS AND BUDGET REVIEW COMMITTEE

Please be advised that the Meetings of the Board of Supervisors and Budget Review Committee of Valencia Water Control District will be held on Tuesday, March 11, 2025, at 1:00 P.M. in the Lake Ridge Village Clubhouse, 10630 Larissa Street (Directions listed below). Attached is an Agenda for the meetings.

2770

George S. Flint, District Director

#### **DIRECTIONS TO MEETING:**

From Orlando go West on I-4 to the Beach Line Expressway (528); go east past International Drive to Orangewood Blvd.; Go South on Orangewood Blvd., through 4way stop at Gateway, turn left on Larissa Street. Proceed to Lake Ridge Village Clubhouse on right.

#### **DISTRIBUTION**

Roy Miller; William Ingle; Debra Donton; Achal Aggarwal; David E. Mahler; Stephen F. Broome; Green Briar Village Clubhouse; Lake Ridge Village Clubhouse; Lime Tree Village Clubhouse; Montpelier Village Clubhouse; Parkview Pointe Village Clubhouse; Somerset Village Clubhouse; Deer Creek Village Clubhouse; Wingate Club; Lyle Spector, WHOA; and Tom Johnson, Orangewood HOA; Waterview HOA; Windsor Walk.

"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, persons with disabilities needing a special accommodation should contact Valencia Water Control District at (407) 841-5524 x 101, not later than forty-eight hours prior to the meeting."

# BOARD OF SUPERVISORS MEETING

# Agenda

## AGENDA

#### March 11, 2025

#### VALENCIA WATER CONTROL DISTRICT BOARD OF SUPERVISORS MEETING 1 P.M.

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

#### Item

- 1. Call Meeting to Order
- 2. Public Comment Period
- 3. Organizational Matters
  - A. Appointment of Individual to Fulfill Vacancy with Term Ending June 2029
  - B. Appointment of District Deputy Secretary
- 4. Approval of September 10, 2024 Monthly Meeting Minutes
- 5. General Fund Financial Reports
- 6. Engineer's Report
  - A. PAC I-Drive Apartments Dewatering Plan
  - B. Approval of Permit #0533 Williamsburg Downs Phase 2 Revision
  - C. Discussion of Orange County EPD Notice of Non-Compliance to DoubleTree Hotel
  - D. Approval of Permit #0534 DoubleTree Hotel Stormwater Pond Outfall
- 7. Attorney's Report
- 8. Director's Report
  - A. Customer Call Log
  - B. Ratification of CIP Agreements
    - i. Agreement with D.O.S. Services, LLC for Vegetation Removal (C-4 Canal Outfall to First Outfall Towards Sea World and C-10 Canal Near Water Treatment Plant)
    - ii. Agreement with D.O.S. Services, LLC for Slope Restoration Services (C-5 Canal West of I-Drive & North of Sea Harbor Drive)
    - iii. Agreement with D.O.S. Services, LLC for Sediment Removal Services (C-5 Canal South of CFP to First Control Structure)
  - C. Ratification of Proposal from Aquatic Management Strategies, Inc. for Triploid Grass Carp Transport & Stocking
  - D. Consideration of Bids for C-10 Canal Bank Restoration (West of Orangewood Blvd.) *Under Separate Cover*
  - E. Consideration of Proposals for FY2024 Audit Services
    - i. Grau & Associates
    - ii. DiBartelomeo, McBee, Harley & Barnes, P.A.
    - iii. McDirmit Davis
- 9. Other Business
- 10. Adjournment

# MINUTES

#### MINUTES OF THE ANNUAL MEETING OF THE BOARD OF SUPERVISORS OF VALENCIA WATER CONTROL DISTRICT

#### **September 10, 2024**

The annual meeting of the Board of Supervisors of VALENCIA WATER CONTROL DISTRICT was held at 1:00 P.M. on Tuesday, September 10, 2024, at the Lake Ridge Village Clubhouse, 10630 Larissa Street, Orlando, Florida. Physically present were Supervisors Roy Miller, Debra Donton, Achal Aggarwal and William Von Ingle. Also, in attendance were the following: George Flint, District Director; Stephen Broome, District Counsel; Scott Britenstein, District Engineer; Stacie Vanderbilt, District Administrative Assistant; Dan Brown, Sthern Environmental; and Robert Szozda, GMS-CF.

#### **ITEM #1**

#### **Call Meeting to Order**

Mr. Flint called the meeting to order at 1:02 P.M. A quorum of three Board members were present.

#### ITEM #2

#### **Public Comment Period**

There being none,

**ITEM #3** 

Organizational Matters Related to the Current Vacancy

#### A. Administration of Oath of Office to Achal Aggarwal

Mr. Broome administered the Oath of Office to Achal Aggarwal.

Mr. Flint stated you're on other boards so you're aware of the Sunshine Laws and Form 1 requirements.

#### **B.** Appointment of District Deputy Secretary

On MOTION by Mr. Von Ingle, seconded by Ms. Donton with all in favor, Achal Aggarwal was appointed District Deputy Secretary.

#### ITEM #4

#### Approval of August 13, 2024 Minutes

Mr. Flint stated the next item was the minutes from the August 13, 2024 meeting. He asked if there were any corrections, deletions, or additions.

On MOTION by Mr. Miller, seconded by Ms. Donton, with all in favor the Minutes from the August 13, 2024 Monthly Meeting were approved, as presented.

#### ITEM #5

#### **General Fund Financial Reports**

Mr. Flint went through the financials with the Board. He stated the general fund will go down over time as the fiscal year comes to an end. We are 100% collected on assessments. Admin and Operations costs are under our prorated amounts. The transfer of funds to savings was done. There being no questions from the Board,

#### ITEM #6 Engineer's Report

Mr. Britenstein stated there was nothing new to report.

ITEM #7

## Attorney's Report

Mr. Broome had nothing new to report to the Board, but he added he handled the transfer of land from Amanda Whitney to Achal Aggarwal.

#### ITEM #8 Director's Report

#### A. Customer Call Log

Mr. Flint reviewed the log with the Board. The resident from last time sent additional information to the District regarding collecting grass clippings. There were no complaints.

#### **B.** Consideration of Revised Agreement with D.O.S. Services for Vegetation Removal in Additional Areas

Mr. Flint explained the proposal to the Board that it would be added to the one that was approved last month.

On MOTION by Ms. Donton, seconded by Mr. Aggarwal, with all in favor the Revised Agreement with D.O.S. Services for Vegetation Removal in Additional Areas, was approved.

#### C. Consideration of FY2025 Agreements

#### i. Aquatic Maintenance Agreement with Aquatic Management Strategies Inc.

Mr. Flint stated the pricing for the next three years was incorporated into the budget, we recommend approval.

On MOTION by Mr. Miller seconded by Mr. Ingle, with all in favor the Aquatic Maintenance Agreement with Aquatic Management Strategies Inc, was approved.

### ii. Canal and Retention Pond Mowing Agreement with Sthern Environmental, Inc. – Under Separate Cover

Mr. Flint stated this is under separate cover. He explained that due to the District growing, the areas that are mowed require more hand work than before.

Mr. Brown added we will need to add one additional cut and busing in April and one in November to help mitigate complains by residents.

Mr. Flint asked for approval of a three year extension with the extra services incorporated and give authority to the President to sign the final agreement.

On MOTION by Mr. Von Ingle seconded by Ms. Donton, with all in favor the Canal and Retention Pond Mowing Agreement with Sthern Environmental, Inc, was approved in substantial form.

#### iii. Non-Ad Valorem Assessment Administration Agreement with Orange County Property Appraiser

Mr. Flint stated this is the Annual Agreement for tax collection, there are no changes from last year.

On MOTION by Ms. Donton seconded by Mr. Aggarwal, with all in favor the Non-Ad Valorem Assessment Administration Agreement with Orange County Property Appraiser, was approved.

#### ITEM #9

#### **Other Business**

There being none,

#### **ITEM #10**

#### Adjournment

On MOTION by Ms. Donton, seconded by Mr. Aggarwal, the meeting was adjourned at 1:22 pm.

Stephen F. Broome, Secretary

Roy Miller

William Von Ingle

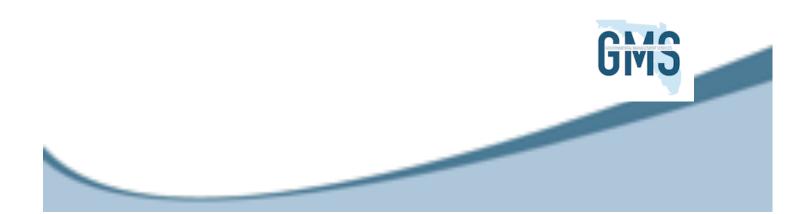
Debra Donton

Achal Aggarwal

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# Valencia Water Control District

## Unaudited Financial Reporting February 28, 2025



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1	Balance Sheet
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6	Assessment Receipt Schedule

Water Control District

**Balance Sheet** 

February 28, 2025

	General Fund	Capital Reserve Fund		Gover	Totals rnmental Funds
Assets:					
Current Assets					
Cash - Truist Bank	\$ 383,489	\$	159,823	\$	543,313
Petty Cash	100		-		100
Investment:					
State Board of Administration	45,065		1,111,051		1,156,116
Total Current Assets	\$ 428,654	\$	1,270,875	\$	1,699,528
Fixed Assets					
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	6,703		-		6,703
Accumulated Depreciation	(4,796,941)		-		(4,796,941)
Total Fixed Assets	\$ 716,640	\$	-	\$	716,640
Total Assets	\$ 1,145,294	\$	1,270,875	\$	2,416,169
Liabilities:					
Accounts Payable	\$ -	\$	-	\$	-
Total Liabilities	\$ -	\$	-	\$	-
Fund Balances:					
Unassigned	\$ 428,654	\$	1,270,875	\$	1,699,529
Net Assets Capitalized	716,640		-		716,640
Total Fund Balances	\$ 1,145,294	\$	1,270,875	\$	2,416,169
Total Liabilities & Fund Equity	\$ 1,145,294	\$	1,270,875	\$	2,416,169

#### Water Control District

**General Fund** 

# Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending February 28, 2025

	Adopted	Pror	ated Budget		Actual		
	Budget	Thru	1 02/28/25	Thr	u 02/28/25	V	'ariance
Revenues:							
Assessments - Tax Roll	\$ 617,665	\$	410,032	\$	410,032	\$	-
Interest	2,000		833		883		49
	·						
Total Revenues	\$ 619,665	\$	410,865	\$	410,914	\$	49
Expenditures:							
<u>Administrative:</u>							
Supervisor Fees	\$ 2,500	\$	1,042	\$	-	\$	1,042
Engineering Fees	37,200		15,500		11,848		3,653
Attorney Fees	12,000		5,000		5,000		-
Annual Audit	5,200		-		-		-
Assessment Roll Certification	5,250		5,250		5,250		-
Management Fees	55,944		23,310		23,310		
Information Technology	1,890		788		788		-
Website Maintenance	1,260		525		525		
Insurance	14,975		14,975		14,158		817
Report Preparation - NPDES	15,000		6,250		5,971		279
Office Lease/Storage	3,000		1,250		753		497
Printing & Binding	500		208		83		126
Postage	600		250		70		180
Legal Advertising	2,500		1,042		-		1,042
Bank Fees	600		250		206		44
Other Current Charges	400		167		-		167
Office Supplies	350		146		27		119
Election Fees	5,500		-		-		
Meeting Rental Fee	500		208		-		208
Dues, Licenses & Subscriptions	2,175		175		175		
Total Administrative:	\$ 167,344	\$	76,335	\$	68,163	\$	8,172
<b>Operations &amp; Maintenance</b>							
Contracts:							
Aquatic Weed Control	\$ 45,651	\$	19,021	\$	12,771	\$	6,250
Mowing	130,000		25,151		25,151		-
Tree Trimming	40,000		16,667		-		16,667
Water Quality Monitoring	19,746		8,228		6,582		1,646
Repairs & Maintenance:							
Canal & Retention Pond Maintenance	20,000		8,333		20,166		(11,833
Security Gates & Signs	750		313		-		313
NPDES Inspection & Fees	6,000		2,500		1,875		625
Operating Supplies	500		208		-		208
Contingency	2,500		1,042		-		1,042
Total Operations & Maintenance:	\$ 265,147	\$	81,462	\$	66,545	\$	14,917

#### Water Control District **General Fund** Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending February 28, 2025

	Adopted		Prorated Budget		Actual		
	Budget	Thru 02/28/25		Thru 02/28/25		Variance	
Capital Improvements							
Transfer Out - Capital Reserve	\$ 187,174	\$	-	\$	-	\$	-
Total Reserves	\$ 187,174	\$	-	\$		\$	-
Total Expenditures	\$ 619,665	\$	157,797	\$	134,708	\$	23,089
Excess Revenues (Expenditures)	\$ -			\$	276,206		
Fund Balance - Beginning	\$ -			\$	152,448		
Fund Balance - Ending	\$ -			\$	428,654		

#### Water Control District

#### **Capital Reserve**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 28, 2025

	Adopted		Prorated Budget		Actual		
	Budget		u 02/28/25	Thru 02/28/25		Variance	
Revenues:							
Transfer In	\$ 187,174	\$	-	\$	-	\$	-
Interest	45,000		18,750		21,567		2,817
Total Revenues	\$ 232,174	\$	18,750	\$	21,567	\$	2,817
Expenditures:							
Contingency	\$ 500	\$	208	\$	203	\$	5
Capital Outlay	70,461		29,359		46,550		(17,191)
Total Expenditures	\$ 70,961	\$	29,567	\$	46,753	\$	(17,186)
Excess Revenues (Expenditures)	\$ 161,214	\$	(10,817)	\$	(25,186)		
Fund Balance - Beginning	\$ 1,239,466			\$	1,296,061		
Fund Balance - Ending	\$ 1,400,680			\$	1,270,875		

#### Water Control District

#### Month to Month

		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
Revenues:														
Assessments - Tax Roll	\$	- \$	20,850 \$	224,516 \$	30,642 \$	134,024 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	410,032
Interest	Ŷ	190	178	180	176	151,021 0	-	-	-	-	-	-	-	883
Total Revenues	\$	190 \$	21,028 \$	224,696 \$	30,818 \$	134,182 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	410,914
Expenditures:														
Administrative:														
Supervisor Fees	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Engineering Fees		2,165	4,363	2,945	2,375	-	-	-	-	-	-	-	-	11,848
Attorney Fees		1,000	1,000	1,000	1,000	1,000	-	-	-	-	-	-	-	5,000
Annual Audit		-	-	-	-	-	-	-	-	-	-	-	-	-
Assessment Roll Certification		5,250	-	-	-	-	-	-	-	-	-	-	-	5,250
Management Fees		4,662	4,662	4,662	4,662	4,662	-	-	-	-	-	-	-	23,310
Information Technology		158	158	158	158	158	-	-	-	-	-	-	-	788
Website Maintenance		105	105	105	105	105	-	-	-	-	-	-	-	525
Insurance		14,158	-	-	-	-	-	-	-	-	-	-	-	14,158
Report Preparation - NPDES		3,389	650	693	1,240	-	-	-	-	-	-	-	-	5,971
Office Lease/Storage		251	251	251	-	-	-	-	-	-	-	-	-	753
Printing & Binding		24	-	-	-	59	-	-	-	-	-	-	-	83
Postage		26	6	3	4	31	-	-	-	-	-	-	-	70
Legal Advertising		-	-	-	-	-	-	-	-	-	-	-	-	
Bank Fees		41	41	41	40	44	-	-	-	-	-	-	-	206
Other Current Charges		-	-	-	-	-	-	-	-	-	-	-	-	-
Office Supplies		13	0	0	0	13	-	-	-	-	-	-	-	27
Election Fees		-	-	-	-	-	-	-	-	-	-	-	-	-
Meeting Rental Fee		-	-	-	-	-	-	-	-	-	-	-	-	-
Dues, Licenses & Subscriptions		175	-	-	-	-	-	-	-	-	-	-	-	175
Total Administrative:	\$	31,416 \$	11,234 \$	9,857 \$	9,584 \$	6,072 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	68,163
<b>Operations &amp; Maintenance</b>														
Contracts:	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Aquatic Weed Control		2,554	2,554	2,554	2,554	2,554	-	-	-	-	-	-	-	12,771
Mowing		19,556	5,595	-	-	-	-	-	-	-	-	-	-	25,151
Tree Trimming		-	-	-	-	-	-	-	-	-	-	-	-	
Water Quality Monitoring		1,646	1,646	1,646	1,646	-	-	-	-	-	-	-	-	6,582
Repairs & Maintenance:														
Canal & Retention Pond Maintenance		1,000	5,384	12,782	1,000	-	-	-	-	-	-	-	-	20,166
Security Gates & Signs		-	-	-	-	-	-	-	-	-	-	-	-	
NPDES Inspection & Fees		-	-	1,875	-	-	-	-	-	-	-	-	-	1,875
Operating Supplies		-	-	-	-	-	-	-	-	-	-	-	-	
Contingency		-	-	-	-	-	-		-	-	-		-	-
Total Field Operations:	\$	24,756 \$	15,178 \$	18,857 \$	5,200 \$	2,554 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	66,545
Capital Improvements														
Transfer Out - Capital Reserves	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Total Reserves	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Total Expenditures	\$	56,172 \$	26,413 \$	28,714 \$	14,784 \$	8,626 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	134,708
Excess Revenues (Expenditures)	\$	(55,982) \$	(5,385) \$	195,982 \$	16,035 \$	125,556 \$	- \$	- \$	\$	- \$	- \$	- \$	- \$	276,206
incess revenues (inspenditures)	φ	(33,302) \$	<u>(3,303)</u> \$	193,902 \$	10,035 \$	123,330 ¢	φ	\$	φ	φ				270,200

#### Water Control District

#### Special Assessment Receipts

#### Fiscal Year 2025

						Gross Assessments Net Assessments	\$ 650,173.36 \$ 617,664.69	\$ 650,173.36 \$ 611,162.96
				<b>ON ROLL ASS</b>	ESSMENTS	Weensbessments	¢ 017,001107	¢ 011,102170
							100.00%	100.00%
Date	Distribution	Gross Amount	Commissions	Discount/Penalty	Interest	Net Receipts	0&M Portion	Total
11/6/24	1	\$2,518.20	\$23.99	\$119.41	\$0.00	\$2,374.80	\$2,374.80	\$2,374.80
11/13/24	2	\$2,503.79	\$23.99	\$100.27	\$0.00	\$2,379.48	\$2,379.48	\$2,379.48
11/22/24	3	\$16,935.73	\$162.58	\$677.90	\$0.00	\$16,095.25	\$16,095.25	\$16,095.25
12/04/24	4	\$74,707.68	\$717.18	\$2,989.85	\$0.00	\$71,000.65	\$71,000.65	\$71,000.65
12/11/24	5	\$110,507.43	\$1,060.87	\$4,420.17	\$342.92	\$105,369.31	\$105,369.31	\$105,369.31
12/18/24	6	\$50,659.19	\$486.33	\$2,026.67	\$0.00	\$48,146.19	\$48,146.19	\$48,146.19
01/13/25	7	\$32,242.41	\$309.52	\$1,290.45	\$0.00	\$30,642.44	\$30,642.44	\$30,642.44
02/12/25	8	\$141,024.28	\$1,353.77	\$5,646.96	\$0.00	\$134,023.55	\$134,023.55	\$134,023.55
						\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00
	TOTAL	\$ 431,098.71	\$ 4,138.28	\$ 17,271.68	\$ 342.92	\$ 410,031.67	\$ 410,031.67	\$ 410,031.67

-		
	67.09%	Net Percent Collected
\$	201,131.29	Balance Remaining to Collect

# SECTION VI

# SECTION A



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

January 3, 2025

Mr. Chris Mathies 3CM Construction, LLC 730 Bonnie Brae Street Winter Park, FL 32789

RE: PAC I-Drive Apartments Dewatering plan

Dear Chris,

This is a follow up to our phone conversations and electronic mails for the above listed project. We understand your team will be setting up and performing dewatering operations for the proposed construction of the site. We discussed the proposed dewatering method your contractor will be putting into place. We are also in receipt of your cover letter, and additional documents and plan sheets depicting the location of the proposed dewatering work. The submittal is to reopen a previously approved dewatering permit from the Valencia Water Control district (VWCD).

We understand you will be installing well points and discharging the dewatering into sediment filtration bags and then into existing storm water Pond 4A. From there, you noted you anticipate the pond will stage up and discharge into Pond 4B, which may stage up and discharge into the Valencia Water Control District Canal C1. Your system will use a combination of filtration bags and turbidity barriers. We understand that there will be turbidity barriers set up at several locations, in Pond 4A at the discharge point from the dewatering operation, in front of the Pond 4A outfall structure, in front of the Pond 4B outfall structure and at the end of the MES in the VWCD C1 canal.

We also understand you will have a second company on site at the beginning of the operation to monitor the condition of the ponds and make the necessary chemical additions to help reduce/remove the turbidity prior to discharge from one pond to the next. We also understand you will take initial water samples in the ponds to determine the "clarity" and use that value as a base to monitor the ponds during the dewatering process. You noted the monitoring samples will be taken twice a day during the dewatering discharged into the first pond will most likely stir up the silts that have been deposited in the bottom of the pond since constructed. Please monitor this during the operation and take the necessary steps to reduce the turbidity.

We do not have any objections to the proposed method of dewatering. Please notify both myself and Orange County EPD once you are ready to start the dewatering process. Orange County and CPH will make inspections to confirm all the necessary filters and protection measures are in place.



Please be reminded that no turbidity or contaminants are allowed to be discharged into the VWCD C1 Canal. Should we find this is not being adhered to, we are required to report the discharges to Orange County EPD as part of our joint Master Storm Water Permit with the County.

Sincerely, CPH Consulting, LLC

allen C Lane J.

Allen C. Lane, Jr., P.E. Sr. Project Manager

CC: David Mahler, P.E., file

J:\6816.06\Grande Pines PAC I-Drive apartments\CPH dewatering approval leter 1-3-25.doc







# SECTION B



#### VALENCIA WATER CONTROL DISTRICT 219 E. Livingston Street, Orlando, FL 32801 Phone: 407-841-5524 x 101 - Fax: 407-839-1526

January 7, 2025

Core WSD, LLC Attn: Michael Lapointe 2750 Coral Way, Suite 200 Miami, FL 33145

Subject: Permit #0533

Dear Mr. Lapointe:

Williamsburg Downs Investors, LLC is hereby granted a construction permit related to the 1,700 SF outparcel restaurant building. 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**

 That the Construction Plans, sheets C0.0, C1.0, C2.0, C2.1, C3.0, C4.0, C4.1, C5.0, C6.0, C7.0, C8.0, C8.1, C8.2, C9.0, S1.0, L0.50, L0.51, L1.00, L1.50, L1.51, L2.00, L2.50 and L2.51 titled Construction Plans for Williamsburg Downs Dunkin Orangewood PD as recommended for approval by the District Engineer on January 7, 2025, become part of this permit.

Attest:	Signature:				
	Core WSD, LLC				
	Title:				
Attest:	Granted by:				
	Valencia Water Control District				
	By: Roy Miller, President				

On this \_\_\_\_\_ day of \_\_\_\_\_\_, 2025



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

www.cphcorp.com

January 8, 2025

Board of Directors Valencia Water Control District 2319 E. Livingston Street Orlando, FL 32801

RE: Valencia Water Control District (VWCD) Williamsburg Downs Phase 2 (minor revision) CPH Project Number 6816.07

Dear Honorable Board Members:

We have completed our review of the above referenced project submitted by Kimley-Horn, on January 7, 2025. Based on our review, we have no objection to the Board approving this permit (permit #0533).

Sincerely,

CPH Consulting, LLC

David E. Mahler, P.E. District Engineer

CC: Mr. Blake Wagner, P.E., Kimley-Horn

# Kimley »Horn

December 18, 2024

Attn: David E. Mahler, P.E. CPH, Inc. 1117 E. Robinson St. Orlando, FL 32801

#### Subject: Valencia Water Control District Stormwater Management System Narrative Williamsburg Phase II Opinion of Permit Exemption Request

To Whom It May Concern,

This is to request an opinion letter of stormwater discharge permit exemption for the above referenced project.

The proposed project is located within Lot #1 of the previously approved Williamsburg Downs Shopping Center and is currently permitted under Valencia Water Control District (VWCD) permit #0038A (December 19, 1984) and SFWMD permit #48-00052-S. The project will consist of a 1,700 SF restaurant building, parking, utilities, and associated infrastructure within the NE corner of the Plaza's existing parking lot. Because the project is almost entirely located within the existing parking lot, there will be no net increase in impervious area as a result of the project. The stormwater collection system proposed under this project will connect to the existing stormwater management system for the plaza.

I have included a signed VWCD application form, proposed construction documents, and a copy of the most recent SFWMD permit modification narrative (App#161013-9) which summarizes the permit modifications made to the original VWCD and SFWMD permits.

Feel free to contact me at (407) 898-1511 should you have any questions or require any additional information.

Sincerely,

#### **KIMLEY-HORN AND ASSOCIATES, INC.**

Blake J. Wagner, P.E. Project Manager, FL PE #94035

CPDID 1117 East Robinson St.

January 7, 2025

Mr. Blake Wagner, P.E. Kimley-Horn 200 S Orange Avenue, Suite 600 Orlando, FL 32801 1117 East Robinson St. Orlando, FL 32801 Phone: 407.425.0452 Fax: 407.648.1036

#### RE: Valencia Water Control District (VWCD)– Williamsburg Downs Phase 2 minor revision CPH project number 6816.07

Dear Mr. Wagner,

We are in receipt of the application and plans for a minor modification to the existing shopping center. The proposed work includes construction of a restaurant over a portion of an existing paved parking lot.

Below are our observations and comments to the submitted plans referenced above:

- The existing impervious area for the site is 12.55 acres, or 78%. The proposed impervious area is 12.50 acres. The proposed is less than the existing impervious area. We have no objection to the change/reduction in impervious area.
- 2. The proposed collection system is designed to tie into the existing system with no new connections to the VWCD canals. The existing connections to the VWCD canal may not be modified with this submittal.
- 3. While not specifically part of our review, there appears to be conflicting pipe angles at existing inlet structures G-12 and G-11. Based on the plans, there are two new pipes proposed to tie to two existing inlets. The new pipes enter the structures at very sharp angles when compared to the existing pipes. Based on our review, we expect there will be a conflict between the new pipes and the existing pipes. We recommend your office double check the angles to verify the pipes can be tied to the existing structures as designed.

Based on our review, we do not have any objections to the submitted plans. We shall prepare an approval letter to be submitted to the VWCD for permit approval.

# Sincerely, **CPH Consulting, LLC.**

aller C Lane J.

Allen C. Lane, Jr., P.E. Sr. Project Manager

CC: Erica Chasar, E.I. File

> https://trilongrp-my.sharepoint.com/personal/erica\_chasar\_cphcorp\_com/Documents/Documents/Williamsburg Downs Ph 2 - Plan Review 01-07-25.doc

Permit No. \_\_\_\_\_ (Assigned by V.W.C.D.)

#### PERMIT APPLICATION Valencia Water Control District 135 W. Central Boulevard, Suite 320 Orlando, FL 32820 (407) 801-5443

(1) **PROPOSED USE:** 1,700 SF outparcel restaurant building

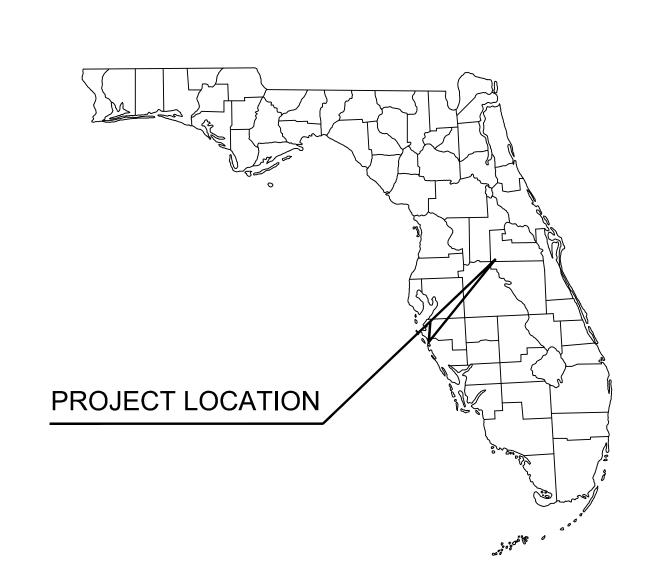
(2)	LOCATIO	N OF WORK	Block:	I	Lot:	Subdivision:	
	or Section:	07	Township:	24 S	Range:	29 E	_

(3) DISTRICT WORKS INVOLVED: Development of 1,700 SF building, parking, utilities, and associated infrastructure within Lot 1 of the Williamsburg Downs shopping plaza. Stormwater system will connect to existing stormwater management system. Reducing overall impervious for the project area.

(4)	<b>OWNER OF PROPOSED WORK OR STRU</b>	<b>CTURE:</b>	Phone #: <u>305-710-3353</u>			
	Name: Core WSD, LLC	Title	·			
	Address: 2750 Coral Way, Suite 200	Miami	FL	33145		
	(Street)	(City)	(State)	(Zip)		
(5)	APPLICATION OTHER THAN OWNER:	(if any)	Phone #:			
	Name:	Ser	ving as:			
	Address:					
	(Street)	(City)	(State)	(Zip)		

- (7) CONSTRUCTION SCHEDULE: The proposed work, if permitted, will begin within <u>90</u> Calendar days of permit approval and be completed within <u>730</u> 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 18th day of December , 2024.	
Signature of Property Owner (Officer of Corporation):	
Print Name of Property Owner (Officer): Michael Lapointe	



## LEGAL DESCRIPTION:

AS FURNISHED:

LOT 1, WILLIAMSBURG DOWNS SHOPPING CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGES 18, 19 AND 20 (LESS AND EXCEPT THAT PORTION OF SAID LOT 1 AS CONVEYED BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 5087, PAGE 4013) OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

TOGETHER WITH A NON-EXCLUSIVE PERPETUAL EASEMENT FOR PARKING OVER AND ACROSS WILLIAMSBURG DOWNS SHOPPING CENTER - PHASE III, PART OF TOWNSHIP 24 SOUTH. RANGE 29 EAST. ORANGE COUNTY. FLORIDA. DESCRIBED AS FOLLOWS:

SOUTH 1/4 CORNER OF SAID SECTION 7; THENCE RUN S. 89 DEGREES 10'28" W. ALONG THE SOUTH LINE THEREOF, POINT OF BEGINNING, SAID POINT BEING A SET REBAR AND CAP LABELED 2545; THENCE CONTINUE S. 89 DEGREES 10'28" W., ALONG SAID SOUTH LINE OF SECTION 7, A DISTANCE OF 812.22 FEET TO A POINT ON THE CENTERLINE OF A 135 FOOT WIDE ORLANDO UTILITIES COMMISSION EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 1934, PAGES 12, 13 AND 14, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N.00 DEGREES 19'54" W., ALONG SAID CENTERLINE, 332.04 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CENTRAL FLORIDA PARKWAY (A 110 FOOT WIDE RIGHT-OF-WAY); SAID POINT ALSO BEING ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 7694.44 FEET; THENCE FROM A TANGENT BEARING OF N DEGREES 59'26" E RUN 815.83 FEET ALONG THE ARC OF SAID CURVE AND AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE THROUGH, A CENTRAL ANGLE OF 06 DEGREES 04'30" TO A POINT, SAID POINT BEING A SET NAIL AND DISK LABELED 2545; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE RUN S.00 DEGREES 39'09" F. 420.40 FEET TO THE POINT OF BEGINNING

AND TOGETHER WITH A 10 FOOT NON-EXCLUSIVE PERPETUAL EASEMENT FOR STORM DRAINAGE OVER AND ACROSS THAT PORTION OF WILLIAMSBURG DOWNS ENTER – PHASE III DESCRIBED AS FOLLOWS

SOUTH 1/4 CORNER OF SAID SECTION 7; THENCE N.89 DEGREES 50'19" E, ALONG WESTERLY RIGHT-OF-WAY LINE OF ORANGEWOOD BOULEVARD (A 96 FOOT RIGHT-OF-WAY) SAID POINT BEING ON A CURVE, A CONCAVE EASTERLY AND HAVING A RADIUS OF 2797.51 FEET; THENCE FROM A TANGENT BEARING OF N.10 DEGREES 15'49" W., RUN 43.33 FEET AI SAID WESTERLY RIGHT-OF- WAY TO A POINT: THENCE LEAVING SAID RIGHT-OF-WAY, S.89 DEGREES 50'19" W., 125.73 FEET MIDE STORM DRAINAGE EASEMENT, LYING 5.00 FEET CONTINUOUS ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE. S 89 DECREES 10'28" W 113 OD FEET TO A POINT HEREINAFTER REFERRED TO AS POINT YEGREES 05'11 W 60.00 FEET THENCE N 88 DEGREES 31'59 W 350.00 FEET TO THE POINT OF TERMINATION THENCE RETURN TO THE AFOREMENTIONED. POINT "A" FOR THE POINT OF BEGINNING OF A 10.00 FOOT WIDE STORM DRAINAGE EASEMENT LYING 5.00 FEET CONTINUOUS EACH SIDE OF THE FOLLOWING THENCE RUN N.11 DEGREES 12'47'E. 155.00 FEET TO THE POINT OF TERMINA

FOR THE PURPOSE OF DRAINING INTO A RETENTION POND AREA LOCATED UPON A PORTION OF SAID PHASE III DESCRIBED AS:

PART OF SECTION 7, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 7; THENCE S.89 DEGREES 10'28" W., ALONG THE SOUTH LINE THEREOF, 594.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.89 DEGREES 10'28'W., 398.00 FEET TO A POINT ON THE CENTERLINE OF A 135 FOOT WIDE ORLANDO UTILITIES COMMISSION EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 1934, PAGES 12, 13 AND 14, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N.00 DEGREES 19'54" W., ALONG SAID CENTERLINE, 180.00 FEET; THENCE LEAVING SAID CENTERLINE, N. 00 DEGREES 03'53" E., 279.17 FEET; THENCE S.77 DEGREES 41'30" EAST, 30.81 FEET; THENCE S.39 DEGREES 29'07" E., 25.61 FEET; THENCE S.00 DEGREES 49'32'E., 43.00 FEET; THENCE S.27 DEGREES 23'26" E., 76.03 FEET; THENCE S.49 DEGREES 51'14'E., 50.33 FEET; THENCE S.00 DEGREES 49'32'E., 29.00 FEET TO THE POINT OF BEGINNING. ALL OF THE ABOVE EASEMENTS SET FORTH IN AND GRANTED BY AND THE RESERVATION OF CROSS EASEMENTS FILED JUNE 5, 1990 IN OFFICIAL RECORDS BOOK 4189, PAGE 2135, AND AS AMENDED BY FIRST AMENDMENT FILED IN OFFICIAL RECORDS BOOK 4349, PAGE 4621, AND SECOND AMENDMENT FILED IN OFFICIAL RECORDS BOOK 4448, PAGE 414, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

TOGETHER WITH EASEMENTS SET FORTH IN AND GRANTED BY THE DECLARATION OF CROSS EASEMENTS FILED DECEMBER 19, 1991 IN OFFICIAL RECORDS BOOK 4356, PAGE 3834, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

TOTAL AREA: 15.55 ACRES (LOT 1)

DRC CONDITIONS:
1. DEVELOPMENT SHALL CONFORM TO THE ORANGEWOOD PLANNED DEVELOPMENT; ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS (BCC) APPROVALS; WILLIAMSBURG DOWNS SHOPPING CENTER PRELIMINARY SUBDIVISION PLAN; BCC APPROVALS; WILLIAMSBURG DOWNS DUNKIN DONUTS DEVELOPMENT PLAN DATED "RECEIVED *" AND TO THE CONDITIONS OF APPROVAL LISTED BELOW. DEVELOPMENT BASED UPON THIS APPROVAL SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND COUNTY LAWS, ORDINANCES, AND REGULATIONS, WHICH ARE INCORPORATED HEREIN BY REFERENCE, EXCEPT TO THE EXTENT ANY APPLICABLE COUNTY LAWS, ORDINANCES, OR REGULATIONS ARE EXPRESSLY WAIVED OR MODIFIED BY THESE CONDITIONS, OR BY ACTION APPROVED BY THE BCC, OR BY ACTION OF THE BCC.
2. THIS PROJECT SHALL COMPLY WITH, ADHERE TO, AND NOT DEVIATE FROM OR OTHERWISE CONFLICT WITH ANY VERBAL OR WRITTEN PROMISE OR REPRESENTATION MADE BY THE APPLICANT (OR AUTHORIZED AGENT) TO THE BOARD OF COUNTY COMMISSIONERS ("BOARD") AT THE PUBLIC HEARING WHERE THIS DEVELOPMENT RECEIVED FINAL APPROVAL, WHERE SUCH PROMISE OR REPRESENTATION, WHETHER ORAL OR WRITTEN, WAS RELIED UPON BY THE BOARD IN APPROVING THE DEVELOPMENT, COULD HAVE REASONABLY BEEN EXPECTED TO HAVE BEEN RELIED UPON BY THE BOARD IN APPROVING THE DEVELOPMENT, COULD HAVE REASONABLY BEEN EXPECTED TO HAVE BEEN RELIED UPON BY THE BOARD IN APPROVING THE DEVELOPMENT, COULD HAVE REASONABLY BEEN EXPECTED TO HAVE BEEN RELIED UPON BY THE BOARD IN APPROVING THE DEVELOPMENT, OR COULD HAVE REASONABLY INDUCED OR OTHERWISE INFLUENCED THE BOARD TO APPROVE THE DEVELOPMENT. IN THE EVENT ANY SUCH PROMISE OR REPRESENTATION IS NOT COMPLIED WITH OR ADHERED TO, OR THE PROJECT DEVIATES FROM OR OTHERWISE INFLUENCED THE BOARD TO APPROVE THE DEVELOPMENT. IN THE EVENT ANY SUCH PROMISE OR REPRESENTATION IS NOT COMPLIED WITH OR ADHERED TO, OR THE PROJECT DEVIATES FROM OR OTHERWISE INFLUENCED THE BOARD TO APPROVE THE DEVELOPMENT. IN THE EVENT ANY SUCH PROMISE OR REPRESENTATION FERMITS AND / OR POSTPONE THE PROJECT DEVIATES FROM OR OTHERWISE INFLUENCED THE PROJECT. FOR PURPOSES OF THIS CONDITION, A "PROMISE" OR "REPRESENTATION" SHALL BE DEEMED TO HAVE BEEN MADE TO THE BOARD BY THE APPLICANT (OR AUTHORIZED AGENT) IF IT WAS EXPRESSLY MADE TO THE BOARD AT A PUBLIC HEARING WHERE THE DEVELOPMENT WAS CONSIDERED AND APPROVED.
3. PURSUANT TO SECTION 125.022, FLORIDA STATUTES, ISSUANCE OF THIS DEVELOPMENT PERMIT BY THE COUNTY DOES NOT IN ANY WAY CREATE ANY RIGHTS ON THE PART OF THE APPLICANT TO OBTAIN A PERMIT FROM A STATE OR FEDERAL AGENCY AND DOES NOT CREATE ANY LIABILITY ON THE PART OF THE COUNTY FOR ISSUANCE OF THE PERMIT, OR ANY OTHER DEVELOPMENT ORDER, IF THE APPLICANT FAILS TO OBTAIN REQUISITE APPROVALS OR FULFILL THE OBLIGATIONS IMPOSED BY A STATE OR FEDERAL AGENCY OR UNDERTAKES ACTIONS THAT RESULT IN A VIOLATION OF STATE OR FEDERAL LAW. PURSUANT TO SECTION 125.022, THE APPLICANT SHALL OBTAIN ALL OTHER APPLICABLE STATE OR FEDERAL PERMITS BEFORE COMMENCEMENT OF DEVELOPMENT.
4. DEVELOPMENT PLAN (DP) APPROVAL BY THE DRC (OR BCC, AS APPLICABLE), SHALL AUTOMATICALLY EXPIRE IF CONSTRUCTION PLANS ARE REQUIRED AND HAVE NOT BEEN SUBMITTED AND APPROVED WITHIN TWO (2) YEARS FROM DP APPROVAL; IF CONSTRUCTION PLANS ARE NOT REQUIRED, SUCH DP SHALL EXPIRE TWO (2) YEARS FROM APPROVAL UNLESS A BUILDING PERMIT HAS BEEN OBTAINED WITHIN SUCH TWO-YEAR PERIOD. THE FOREGOING NOTWITHSTANDING, THE DRC MAY, UPON GOOD CAUSE SHOWN, GRANT SUCCESSIVE ONE (1) YEAR EXTENSIONS TO THE EXPIRATION DATE OF A DP IF THE DEVELOPER MAKES WRITTEN REQUEST TO THE DRC CHAIR PRIOR TO THE EXPIRATION DATE.
5. DEVELOPER / APPLICANT HAS A CONTINUING OBLIGATION AND RESPONSIBILITY FROM THE DATE OF APPROVAL OF THIS DEVELOPMENT PLAN TO PROMPTLY DISCLOSE TO THE COUNTY ANY CHANGES IN OWNERSHIP, ENCUMBRANCES, OR OTHER MATTERS OF RECORD AFFECTING THE PROPERTY THAT IS SUBJECT TO THE PLAN, AND TO RESOLVE ANY ISSUES THAT MAY BE IDENTIFIED BY THE COUNTY AS A RESULT OF ANY SUCH CHANGES. DEVELOPER / APPLICANT ACKNOWLEDGES AND UNDERSTANDS THAT ANY SUCH CHANGES ARE SOLELY THE DEVELOPER'S / APPLICANT'S OBLIGATION AND RESPONSIBILITY TO DISCLOSE AND RESOLVE, AND THAT THE DEVELOPER'S / APPLICANT'S FAILURE TO DISCLOSE AND RESOLVE ANY SUCH CHANGES TO THE SATISFACTION OF THE COUNTY MAY RESULT IN THE COUNTY NOT ISSUING (OR DELAYING ISSUANCE OF) DEVELOPMENT PERMITS, NOT RECORDING (OR DELAYING RECORDING OF) A PLAT FOR THE PROPERTY, OR BOTH.
6. IF APPLICABLE, AN ACKNOWLEDGEMENT OF CONTIGUOUS SUSTAINABLE AGRICULTURAL LAND PURSUANT TO SECTION 163.3163, FLORIDA STATUTES, MUST BE EXECUTED AND RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, PRIOR TO ISSUANCE OF ANY PERMITS ASSOCIATED WITH THIS PLAN AND A COPY OF SUCH ACKNOWLEDGMENT SHALL BE SUBMITTED WITH ALL FUTURE PERMIT APPLICATIONS FOR THIS PROJECT.
7. PROPERTY THAT IS REQUIRED TO BE DEDICATED OR OTHERWISE CONVEYED TO ORANGE COUNTY (BY PLAT OR OTHER MEANS) SHALL BE FREE AND CLEAR OF ALL ENCUMBRANCES, EXCEPT AS MAY BE ACCEPTABLE TO COUNTY AND CONSISTENT WITH THE ANTICIPATED USE. OWNER / DEVELOPER SHALL PROVIDE, AT NO COST TO COUNTY, ANY AND ALL EASEMENTS REQUIRED FOR APPROVAL OF A PROJECT OR NECESSARY FOR RELOCATION OF EXISTING EASEMENTS, INCLUDING ANY EXISTING FACILITIES, AND SHALL BE RESPONSIBLE FOR THE FULL COSTS OF ANY SUCH RELOCATION PRIOR TO ORANGE COUNTY'S ACCEPTANCE OF THE CONVEYANCE. ANY ENCUMBRANCES THAT ARE DISCOVERED AFTER APPROVAL OF A PD LAND USE PLAN SHALL BE THE RESPONSIBILITY OF OWNER / DEVELOPER TO RELEASE AND RELOCATE, AT NO COST TO COUNTY, PRIOR TO COUNTY'S ACCEPTANCE OF CONVEYANCE. AS PART OF THE REVIEW PROCESS FOR CONSTRUCTION PLAN APPROVAL(S), ANY REQUIRED OFF-SITE EASEMENTS IDENTIFIED BY COUNTY MUST BE CONVEYED TO COUNTY PRIOR TO ANY SUCH APPROVAL, OR AT A LATER DATE AS DETERMINED BY COUNTY. ANY FAILURE TO COMPLY WITH THIS CONDITION MAY RESULT IN THE WITHHOLDING OF DEVELOPMENT PERMITS AND PLAT APPROVAL(S).
8. PURSUANT TO ARTICLE XII, CHAPTER 30, ORANGE COUNTY CODE, UNLESS DOCUMENTATION TO THE COUNTY'S SATISFACTION HAS BEEN PROVIDED PROVING THAT A PROPERTY IS EXEMPT OR VESTED, EACH PROPERTY MUST APPLY FOR AND OBTAIN CONCURRENCY. UNLESS REQUIRED AT A DIFFERENT TIME (BY AGREEMENT, CONDITION OF APPROVAL, ETC.), RESIDENTIAL PROPERTIES MUST OBTAIN CONCURRENCY PRIOR TO APPROVAL OF THE PLAT; NON-RESIDENTIAL PROPERTIES THAT ARE REQUIRED TO PLAT MUST OBTAIN CONCURRENCY FOR ANY LOT WITH AN ASSIGNED USE PRIOR TO APPROVAL OF THE PLAT (LOTS WITHOUT AN ASSIGNED USE SHALL BE LABELED AS "FUTURE DEVELOPMENT") AND NON-RESIDENTIAL PROPERTIES THAT ARE NOT REQUIRED TO PLAT MUST OBTAIN CONCURRENCY FOR ANY LOT WITH AN ASSIGNED USE PRIOR TO APPROVAL OF THE PLAT (LOTS WITHOUT AN ASSIGNED USE SHALL BE LABELED AS "FUTURE DEVELOPMENT") AND NON-RESIDENTIAL PROPERTIES THAT ARE NOT REQUIRED TO PLAT MUST OBTAIN CONCURRENCY PRIOR TO OBTAIN CONCURRENCY, INCLUDING THE FIRST BUILDING PERMIT. CONCURRENCY MAY BE OBTINED EARLIER THAN PLAT OR BUILDING PERMIT, BUT IT IS ULTIMATELY THE RESPONSIBILITY OF THE APPLICANT TO OBTAIN CONCURRENCY, INCLUDING ANY PROPORTIONATE SHARE AGREEMENT, AS APPLICABLE, IN A TIMELY FASHION. SHOULD AN APPLICANT WAIT TO OBTAIN CONCURRENCY UNTIL LATER IN THE DEVELOPMENT PROCESS, THE COUNTY WILL NOT BE RESPONSIBLE FOR ANY DELAYS CAUSED BY THE APPLICANT'S FAILURE TO OBTAIN CONCURRENCY IN A TIMELY FASHION.
9. APPROVAL OF THIS DEVELOPMENT PLAN SHALL VOID THE PREVIOUSLY APPROVED DEVELOPMENT PLAN, CDR-20-09-244.
10. POLE SIGNS AND BILLBOARDS SHALL BE PROHIBITED. ALL OTHER SIGNAGE SHALL COMPLY WITH CHAPTER 31.5 OF THE ORANGE COUNTY CODE, AS MAY BE AMENDED.
11. NO ACTIVITY WILL BE PERMITTED ON THE SITE THAT MAY DISTURB, INFLUENCE, OR OTHERWISE INTERFERE WITH: AREAS OF SOIL OR GROUNDWATER CONTAMINATION, OR ANY REMEDIATION ACTIVITIES, OR WITHIN THE HYDROLOGICAL ZONE OF INFLUENCE OF ANY CONTAMINATED AREA, UNLESS PRIOR APPROVAL HAS BEEN OBTAINED THROUGH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND SUCH APPROVAL HAS BEEN PROVIDED TO THE ENVIRONMENTAL PROTECTION DIVISION OF ORANGE COUNTY. AN OWNER/OPERATOR WHO EXACERBATES ANY EXISTING CONTAMINATION OR DOES NOT PROPERLY DISPOSE OF ANY EXCAVATED CONTAMINATED MEDIA MAY BECOME LIABLE FOR SOME PORTION OF THE CONTAMINATION PURSUANT TO THE PROVISIONS IN SECTION 376.308, F.S.
12. PRIOR TO COMMENCEMENT OF ANY EARTH WORK OR CONSTRUCTION, IF ONE ACRE OR MORE OF LAND WILL BE DISTURBED, THE DEVELOPER SHALL PROVIDE A COPY OF THE COMPLETED NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) NOTICE OF INTENT (NOI) FORM FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES TO THE ORANGE COUNTY ENVIRONMENTAL PROTECTION DIVISION, NPDES SUPERVISOR AT NPDESGOCFL.NET. THE ORIGINAL NOI FORM SHALL BE SENT TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION BY THE DEVELOPER.
13. PRIOR TO CONSTRUCTION PLAN APPROVAL, DOCUMENTATION MUST BE PROVIDED CERTIFYING THAT THIS PROJECT HAS THE LEGAL RIGHT TO TIE INTO THE MASTER DRAINAGE SYSTEM.
( 14. PRIOR TO CONSTRUCTION PLAN APPROVAL, DOCUMENTATION WITH SUPPORTING CALCULATIONS SHALL BE SUBMITTED WHICH CERTIFIES THAT THE EXISTING DRAINAGE SYSTEM AND PONDS HAVE THE CAPACITY TO ACCOMMODATE THIS DEVELOPMENT AND THAT THIS PROJECT IS CONSISTENT WITH THE APPROVED MASTER DRAINAGE PLAN (MDP) FOR THIS PD.
15. PRIOR TO CONSTRUCTION PLAN APPROVAL, HYDRAULIC CALCULATIONS SHALL BE SUBMITTED TO ORANGE COUNTY UTILITIES DEMONSTRATING THAT PROPOSED AND EXISTING WATER, WASTEWATER, AND RECLAIMED WATER SYSTEMS HAVE BEEN DESIGNED TO SUPPORT ALL DEVELOPMENT (INCLUDING HYDRAULICALLY DEPENDENT DEVELOPMENT) WITHIN THE PD.

# **CONSTRUCTION PLANS** FOR WILLIAMSBURG DOWNS DUNKIN **ORANGEWOOD PD** PARCEL #07-24-29-9293-00-010 5492 CENTRAL FLORIDA PARKWAY ORLANDO, FLORIDA 32821 AUGUST 23, 2024 SITE Williamshurg (ADOWOOD) CCH E. sta

# SECTION 07, TOWNSHIP 24S, RANGE 29E LOCATION MAP

## N.T.S.

# UTILITY PROVIDERS

 $\sim$ WATER/SEWER / **RECLAIMED WATER:** ORANGE COUNTY UTILITIES 9150 CURRY FORD ROAD ORLANDO, FL 32825 CONTACT: THOMAS WOOD PHONE: (407) 254-9588

STORMWATER SOUTH FLORIDA WATER MANAGEMENT DISTRICT 7345 GREENBRIAR PARKWAY ORLANDO, FL 32819 PHONE: (407) 858-6100

POWER: DUKE ENERGY 1150 ORANGE AVENUE

## WINTER PARK, FL 32789 PHONE: (407) 629-1010

PREPARED BY

(C) 2024 KIMLEY-HORN AND ASSOCIATES, INC. 200 South Orange Avenue, Suite 600, Orlando, FL 32801 Phone: (407) 898-1511 WWW.KIMLEY-HORN.COM REGISTRY No. 35106

**PROJECT TEAM** 

ARCHITECT

OWNER/DEVELOPER LANDSCAPE ARCHITECT: KIMLEY-HORN AND ASSOCIATES, INC. CORE WSD, LLC 189 SOUTH ORANGE AVE., SUITE 1000 2750 CORAL WAY, SUITE 200 ORLANDO, FL 32801 MIAMI, FL 33145 CENS CONTACT: MATTHEW FRANKO CONTACT: MICHAEL LAPOINTE PHONE: (407) 427-1629 No. 94035 PHONE: (305) 710-3353 EMAIL: MATT.FRANKO@KIMLEY-HORN.COM EMAIL: MLAPOINTE@COREIPF.COM **STATE OF** CORID ENGINEER SURVEYOR YANO'S AMERICAN SURVEYING, INC. KIMLEY-HORN AND ASSOCIATES, INC. 189 SOUTH ORANGE AVE., SUITE 1000 4847 NORTH FLORIDA AVENUE ........ DATE: 12/12/2024 ORLANDO, FL 32801 TAMPA, FL 33603 CONTACT: BLAKE J. WAGNER, P.E. CONTACT: VIVIAN PALACIOS BLAKE J. WAGNER, P.E PHONE: (407) 898-1511 PHONE: 813-234-0103 EMAIL: BLAKE.WAGNER@KIMLEY-HORN.COM FL PE No. 94035 EMAIL: VPALACIOS@AMERICANSURVEYING.COM ELEVEN18 ARCHITECTURE, LLC. 424 E. CENTRAL BLVD. #542 Always call 811 two full business days before you dig to ORLANDO, FL 32801 have underground utilities located and marked. CONTACT: MADELINE RODRIGUEZ PHONE: (407) 745-5300 EMAIL: MRODRIGUEZ@ELEVEN18ARCHITECTURE.COM



**AERIAL PHOTOGRAPH** 

N.T.S.

CASE #B24904277

	SHEET INDEX			
Sheet Number	Sheet Title			
C0.0	COVER SHEET			
C1.0	GENERAL NOTES			
C2.0	SWPPP			
C2.1	EROSION CONTROL DETAILS			
C3.0	EXIST COND & DEMO			
C4.0	OVERALL SITE PLAN			
C4.1	SITE PLAN			
C5.0	PAVING GRADING AND DRAINAGE PLAN			
C6.0 UTILITY PLAN				
C7.0	FIRE TRUCK ROUTING PLAN			
C8.0	ORANGE COUNTY STANDARD DETAILS			
C8.1	ORANGE COUNTY STANDARD DETAILS			
C8.2	ORANGE COUNTY STANDARD DETAILS			
C9.0	GENERAL CONSTRUCTION DETAILS			
<sup>1</sup> (S1.0				
L0.50	TREE MITIGATION			
L0.51	TREE MITIGATION SPECIFICATIONS			
L1.00	LANDSCAPE PLAN			
L1.50	LANDSCAPE DETAILS			
L1.51	LANDSCAPE SPECIFICATIONS			
L2.00	IRRIGATION PLAN			
L2.50	IRRIGATION DETAILS			
L2.51	IRRIGATION SPECIFICATIONS			

SITE

dtes, I	GENERAL								
-Horn and Assoc	1. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE EXISTING UTILITY INFORMATION SHOWN IS BASED ON THE TOPOGRAPHIC SURVEY PROVIDED BY ASI SURVEYING. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES, AFFECTING THIS AREA PRIOR TO CONSTRUCTION WORK.								
y to kimiey-	2. PRIOR TO THE INITIATION OF SITE CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ANY EXISTING UTILITIES INCLUDING GAS, WATER, ELECTRIC, CABLE TV, COMMUNICATIONS, SANITARY SEWERS AND STORM DRAINAGE SYSTEMS, ON AND / OR ADJACENT TO THE SITE. REMOVE OR CAP AS NECESSARY.								
without Habilit	3. THE CONTRACTOR SHALL EXERCISE CAUTION IN AREAS OF BURIED UTILITIES AND SHALL CALL "SUNSHINE 811" AT 811 OR 1—800—432—4770 AT LEAST 48 HOURS PRIOR TO CONSTRUCTION TO ARRANGE FOR FIELD LOCATIONS OF BURIED UTILITIES.								
shall be wit	4. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED, BY THE CONTRACTOR OR SUB-CONTRACTORS, AS CALLED FOR IN THESE CONTRACT DOCUMENTS.								
ssociates, inc.	5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMIT AND INSPECTION REQUIREMENTS SPECIFIED BY THE VARIOUS GOVERNMENTAL AGENCIES AND THE ENGINEER. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, AND SCHEDULE INSPECTIONS ACCORDING TO AGENCY INSTRUCTION/REQUIREMENTS.								
ACT AC	6. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS, ON ALL PRECAST AND MANUFACTURED ITEMS, TO THE OWNER'S ENGINEER FOR REVIEW. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.								
Nimley-1	7. ALL UTILITY SERVICE STUB-OUTS (WATER, SANITARY SEWER, etc.) ARE TO BE INSTALLED WITHIN 5' OF BUILDING(S), UNLESS OTHERWISE NOTED ON PLANS.								
aptation by	8. CONTRACTOR TO COORDINATE WITH THE APPLICABLE ELECTRIC UTILITY SUPPLIER REGARDING ANY NECESSARY RELOCATION(S) OF UNDERGROUND AND/OR OVERHEAD ELECTRIC FACILITIES, AND FOR THE LOCATION AND INSTALLATION OF TRANSFORMER PAD(S) AND ASSOCIATED ELECTRIC FACILITIES.								
this document without written authorization and ad	<ol> <li>SAFETY:</li> <li>A. DURING THE CONSTRUCTION AND/OR MAINTENANCE OF THIS PROJECT, ALL SAFETY REGULATIONS ARE TO BE ENFORCED. THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND SAFETY OF THE TRAVELING PUBLIC AND THE SAFETY OF HIS/HER PERSONNEL.</li> <li>B. LABOR SAFETY REGULATIONS SHALL CONFORM TO THE PROVISIONS SET FORTH BY OSHA.</li> <li>C. THE MINIMUM STANDARDS AS SET FORTH IN THE CURRENT EDITION OF "THE STATE OF FLORIDA, MANUAL ON TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS" SHALL BE FOLLOWED IN THE DESIGN, APPLICATION, INSTALLATION, MAINTENANCE AND REMOVAL OF ALL TRAFFIC CONTROL DEVICES, WARNING DEVICES AND BARRIERS NECESSARY TO PROTECT THE PUBLIC AND CONSTRUCTION PERSONNEL FROM HAZARDS WITHIN THE PROJECT LIMITS.</li> <li>D. ALL TRAFFIC CONTROL MARKINGS AND DEVICES SHALL CONFORM TO THE PROVISIONS SET FORTH IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES PREPARED BY THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY</li> </ol>								
ice on this accument	ADMINISTRATION. E. ALL SUBSURFACE CONSTRUCTION SHALL COMPLY WITH THE "TRENCH SAFETY ACT". THE CONTRACTOR SHALL INSURE THAT THE METHOD OF TRENCH PROTECTION AND CONSTRUCTION IS IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS. F. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY AND ENFORCE ALL APPLICABLE SAFETY REGULATIONS. THE ABOVE INFORMATION HAS BEEN PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY AND DOES NOT IMPLY THAT THE OWNER OR ENGINEER WILL INSPECT AND/OR ENFORCE SAFETY REGULATIONS.								
ia improper reliar	10. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN AN R-O-W UTILIZATION PERMIT (IF REQUIRED) FOR CONSTRUCTION OF THE PROPOSED UTILITIES. THIS PERMIT MUST BE OBTAINED BY A DULY LICENSED PLUMBING CONTRACTOR (OR CLASS A GENERAL CONTRACTOR) PRIOR TO THE START OF CONSTRUCTION. THESE PLANS AND ANY SUBSEQUENT REVISIONS TO THESE PLANS, THAT ARE ISSUED BY THE ENGINEER, WILL BE SUBJECT TO THE APPROVAL CONDITIONS OF THIS PERMIT.								
teuse of dr	11. THE GRAPHIC INFORMATION DEPICTED ON THESE PLANS HAS BEEN COMPILED TO PROPORTION BY SCALE AS ACCURATELY AS POSSIBLE. HOWEVER, DUE TO REPRODUCTIVE DISTORTION, REDUCTION, AND/OR REVISIONS, INFORMATION CONTAINED HEREIN IS NOT INTENDED TO BE SCALED FOR CONSTRUCTION PURPOSES.								
preparea.	12. ALL SPECIFICATIONS AND DOCUMENTS REFERENCED HEREIN SHALL BE OF THE LATEST REVISION. 13. ALL UNDERGROUND UTILITIES MUST BE IN-PLACE, TESTED AND INSPECTED PRIOR TO BASE AND SURFACE CONSTRUCTION.								
WDICH IT WOS	14. WORK PERFORMED UNDER THIS CONTRACT SHALL INTERFACE SMOOTHLY WITH ANY OTHER WORK BEING PERFORMED ON SITE BY OTHER CONTRACTORS/SUBCONTRACTORS AND UTILITY COMPANIES. IT WILL BE NECESSARY FOR THE GENERAL CONTRACTOR TO COORDINATE AND SCHEDULE HIS/HER ACTIVITIES ACCORDINGLY.								
ent tor	15. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.								
	16. ALL SIGNAGE MUST COMPLY WITH ORANGE COUNTY CODE, CHAPTER 31.5, ORDINANCE 90-10. 17. CONTRACTOR IS RESPONSIBLE FOR ALL DEWATERING ACTIVITIES NECESSARY TO PERFORM THE WORK WITHIN THESE								
burpose	PLANS WHICH MAY REQUIRE ADDITIONAL DEWATERING PERMITS.								
specific	STORM DRAINAGE SYSTEM								
Tor the	1. STANDARD PLANS REFER TO THE LATEST EDITION OF F.D.O.T. "ROADWAY AND TRAFFIC DESIGN STANDARDS."								
tended only	2. ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE CLASS III (ASTM C-76) UNLESS OTHERWISE NOTED ON PLANS. ALL DRAINAGE STRUCTURES SHALL BE IN ACCORDANCE WITH F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS UNLESS OTHERWISE NOTED ON PLANS.								
ce, is	3. PIPE LENGTHS SHOWN ARE APPROXIMATE AND TO CENTER OF DRAINAGE STRUCTURES, WITH THE EXCEPTION OF MITERED END AND FLARED END SECTIONS, WHICH ARE NOT INCLUDED IN LENGTHS.								
01 Servi	4. ALL DRAINAGE STRUCTURE GRATES AND COVERS, EITHER EXISTING OR PROPOSED SHALL BE TRAFFIC RATED FOR H-20 LOADINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY NECESSARY UPGRADES TO EXISTING DRAINAGE STRUCTURES.								
ein, as an instrument	5. CONSTRUCTION OF THE STORMWATER MANAGEMENT SYSTEM MUST BE COMPLETE AND ALL DISTURBED AREAS STABILIZED IN ACCORDANCE WITH THE PERMITTED PLANS AND CONDITIONS PRIOR TO ANY OF THE FOLLOWING: ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY; INITIATION OF INTENDED USE OF THE INFRASTRUCTURE; OR TRANSFER OF RESPONSIBILITY FOR MAINTENANCE OF THE SYSTEM TO A LOCAL GOVERNMENT OR OTHER RESPONSIBLE ENTITY.								
entea nere	DRAINAGE SYSTEM TESTING AND INSPECTION								
Igns pres	1. THE STORM DRAINAGE PIPING SYSTEM SHALL BE SUBJECT TO A VISUAL INSPECTION BY THE OWNER'S ENGINEER PRIOR TO								
n the concepts and des	THE PLACEMENT OF BACKFILL. CONTRACTOR TO NOTIFY THE ENGINEER 48 HOURS IN ADVANCE TO SCHEDULE INSPECTION. 2. THE CONTRACTOR SHALL MAINTAIN AND PROTECT FROM MUD, DIRT, DEBRIS, ETC. THE STORM DRAINAGE SYSTEM UNTIL FINAL ACCEPTANCE OF THE PROJECT. THE STORM SYSTEM WILL BE REINSPECTED BY THE OWNER'S ENGINEER PRIOR TO APPROVAL FOR CERTIFICATE OF OCCUPANCY PURPOSES. THE CONTRACTOR MAY BE REQUIRED TO RECLEAN PIPES AND INLETS AT THE CONTRACTORS EXPENSE AND PRIOR TO FINAL ACCEPTANCE.								
together wit									

PAVING, GRADING AND DRAINAGE	
<ul> <li>PAVING, GRADING AND DRAINAGE</li> <li>1. ALL DELETERIOUS SUBSURFACE MATERIAL (I.E. MUCK, PEAT, BURIED DEBRIS, ETC.) IS TO BE EXCAVATED AND REPLACED WITH SUITABLE/COMPACTED SOLS, AS DIRECTED BY THE GEOTECHNICAL ENGINEER OF RECORD OR THE OWNER OR OWNER'S DELETERIOUS MATERIAL IS TO BE STOCKPILED OR REMOVED FROM THE SITE AS DIRECTED BY THE OWNER OR OWNER'S ENGINEER. EXCAVATED AREAS ARE TO BE BACKFILLED WITH APPROVED MATERIALS AND COMPACTED AS SHOWN ON THESE PLANS AND PER THE GEOTECHNICAL REPORT. CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ANY PERMITS THAT ARE NECESSARY FOR REMOVING DELETERIOUS MATERIAL FROM THE SITE.</li> <li>2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND WILL PROVIDE BRACING, SHEETING OR SHORING AS NECESSARY. DEWATERING METHODS SHALL BE USED AS REQUIRED TO KEEP TRENCHES DRY WHILE PIPE AND APPURTENANCES ARE BEING PLACED.</li> <li>3. ALL NECESSARY FILL AND EMBANKMENT THAT IS PLACED DURING CONSTRUCTION SHALL CONSIST OF MATERIAL SPECIFIED BY THE OWNER'S SOLIS TESTING COMPANY OR ENGINEER AND BE PLACED AND COMPACTED ACCORDING TO THESE PLANS.</li> <li>4. PROPOSED SPOT ELEVATIONS REPRESENT FINISHED PAVEMENT OR GROUND SURFACE GRADES, UNLESS OTHERWISE NOTED.</li> <li>5. CONTRACTOR SHALL TRIM, TACK AND MATCH EXISTING PAVEMENT AT LOCATIONS WHERE NEW PAVEMENT MEETS EXISTING PAVEMENT.</li> <li>6. CURBING SHALL BE PLACED AT THE EDGES OF ALL PAVEMENT, UNLESS OTHERWISE NOTED. REFER TO THE LATEST EDITION OF F.D.O.T. "STANDARD PLANS" FOR DETAILS AND SPECIFICATIONS OF ALL F.D.O.T. TYPE CURB AND GUTTERS CALLED FOR IN THESE PLANS.</li> <li>7. CONTRACTOR TO PROVIDE A 1/2" TO 1" BITUMINOUS EXPANSION JOINT MATERIAL WITH SEALER AT ABUTMENT OF CONCRETE AND OTHER MARKINGS SHALL BE MADE IN ACCORDANCE WITH THE LATEST EDITION OF F.D.O.T. STANDARD PLANS "FOR DETAILS AND SPECIFICATIONS OF ALL F.D.O.T. STANDARD PLANS &amp; FOR DETAILS AND SPECIFICATIONS AND PAVEMENT MATERIALS. ANY DISTURED AREAS WITHIN ONKER MEETALS, CONTRACTOR THAL MACKINGS SHALL BE MADE IN ACCORDANCE WITH THE LATEST EDITI</li></ul>	<ol> <li>ALL PVC PIPE SHALL ASTM DOCUMENTS AS C AND LATERALS SHALL B</li> <li>ALL GRAVITY SEWERS SHALL BE USED. ELAST ASTM D3034 &amp; ASTM F6</li> <li>ALL ON-SITE PVC FC FOR 6" TO 12" DIAMETE DIAMETER SHALL BE CLA WITH 2 INCH WIDE DARK MINIMUM 4" DIAMETER.</li> <li>ALL SANITARY MANHO CONTAINED HEREIN, AS</li> <li>ALL SLOPES FOR GRA GRADES: 4" @ 2.00%; 6</li> <li>ALL SANITARY SEWER SPECIFICATIONS.</li> <li>PRIOR TO COMMENCIN THE CONTRACTOR SHALL OWNER'S ENGINEER OF A</li> <li>SANITARY SEWER MAI MAIN LINES.</li> <li>ALL GRAVITY SEWER MAI MAIN LINES.</li> </ol>
<ol> <li>12. SURVEY MONUMENTS OR BENCHMARKS, WHICH HAVE TO BE DISTURBED BY THIS WORK, SHALL BE REPLACED UPON COMPLETION OF WORK BY A REGISTERED LAND SURVEYOR AT CONTRACTORS EXPENSE.</li> <li>13. FINAL GRADES SHOWN INCLUDE SOD HEIGHT. ALL AREAS SHALL BE GRADED TO DRAIN AWAY FROM THE BUILDINGS.</li> <li>14. ALL WORK TO BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND JURISDICTIONAL PERMITTING AGENCIES.</li> <li>15. ALL WORK SHALL COMPLY WITH THE GEOTECHNICAL REPORT PROVIDED BY TERRACON DATED OCTOBER 14, 2020.</li> <li>16. CONTRACTOR SHALL SOD ALL DISTURBED AREAS WITH BAHIA UNLESS OTHERWISE NOTED.</li> </ol>	INSPECTION(S). THE C THE PROPOSED GRAVITY TO THE ENGINEER, THE 2. THE CONTRACTOR SH THE REGULATORY AGENC SUBMITTED TO THE REGU IS THE CONTRACTOR'S R 3. LEAKAGE TESTS ARE A. THE LEAKAGE EXI PER DAY FOR ANY S B. EXFILTRATION OR C. AIR TESTS, AS A 924 FOR CONCRETE 4. CONTRACTOR TO PER
PAVING/GRADING TESTING AND INSPECTION	FINAL BACKFILL HAS BEI REQUIREMENTS SPECIFY: A. NO PIPE SHALL E B. USING A RIGID BA
<ol> <li>THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE TESTING WITH THE SOILS ENGINEER. TESTS WILL BE REQUIRED PURSUANT WITH THE SOILS REPORT. UPON COMPLETION OF WORK THE SOILS ENGINEER WILL SUBMIT CERTIFICATIONS TO THE OWNER AND OWNER'S ENGINEER STATING THAT ALL REQUIREMENTS HAVE BEEN MET.</li> <li>A QUALIFIED TESTING LABORATORY SHALL PERFORM ALL TESTING NECESSARY TO ASSURE COMPLIANCE OF THE IN-PLACE MATERIALS AS REQUIRED BY THESE PLANS AND GEOTECHNICAL REPORT, THE VARIOUS AGENCIES AND PERMIT CONDITIONS. SHOULD ANY RETESTING BE REQUIRED DUE TO THE FAILURE OF ANY TESTS TO MEET THESE REQUIREMENTS, THE CONTRACTOR WILL BEAR ALL COSTS OF SAID RETESTING.</li> </ol>	5. CONTRACTOR TO INSF TESTING, IF SPECIFIED F C-1244.
POTABLE WATER SYSTEM	1. CONTRACTOR SHALL S
<ol> <li>ALL DIP PIPE SHALL BE CLASS 50 OR HIGHER. REFER TO NOTE #4 BELOW FOR ADDITIONAL DIP SPECIFICATIONS. ADEQUATE MEASURES AGAINST CORROSION SHALL BE UTILIZED.</li> <li>ALL WATER MAIN PIPE FITTINGS AND APPURTENANCES SHALL BE INSTALLED TO COMPLY WITH ORANGE COUNTY STANDARDS AND SPECIFICATIONS.</li> <li>ALL WATER SERVICE LINES, VALVES AND METERS SHALL BE INSTALLED TO COMPLY WITH APPLICABLE MUNICIPALITY/AGENCY DEPARTMENT STANDARDS AND SPECIFICATIONS.</li> <li>ALL DUCTILE IRON PIPE, 4" TO 24", SHALL BE MANUFACTURED IN ACCORDANCE WITH THE LATEST EDITION OF AWWA C151/A21.51. PIPE SHALL BE FURNISHED IN 18 OR 20 FOOT SECTIONS, PIPE THICKNESS SHALL BE CLASS 50, UNLESS OTHERWISE SPECIFIED.</li> <li>ALL WATER SYSTEM CONSTRUCTION, UP TO AND INCLUDING POINT OF METERING AND BACK FLOW PREVENTION (IF REQUIRED), SHALL BE BUILT ACCORDING TO ORANGE COUNTY UTILITIES STANDARDS AND SPECIFICATIONS.</li> <li>CONTRACTOR TO INSTALL TEMPORARY BLOWOFFS, AT THE END(S) OF PROPOSED WATER MAINS AND SERVICE LATERALS TO BUILDING(S), TO ASSURE ADEQUATE FLUSHING AND DISINFECTION/CHLORINATION.</li> <li>ALL WATER MAINS SHALL BE PRESSURE TESTED IN ACCORDANCE WITH AWWA MANUAL M23, CONCERNING HYDROSTATIC TESTING OF PVC PIPING. OFF-SITE UTILITIES HYDROSTATIC TESTING TO BE WITNESSED BY ORANGE COUNTY WATER DEPARTMENT INSPECTOR.</li> <li>ALL WATER MAINS SHALL BE STERILIZED IN ACCORDANCE WITH THE APPLICABLE SECTION OF THE LATEST AWWA SPECIFICATION C651 AND ORANGE COUNTY WATER DEPARTMENT SPECIFICATIONS.</li> <li>ALL WATER MAINS SHALL BE STERILIZED IN ACCORDANCE WITH THE APPLICABLE SECTION OF THE LATEST AWWA SPECIFICATION C651 AND ORANGE COUNTY WATER DEPARTMENT SPECIFICATIONS.</li> <li>ALL WATER MAINS SHALL BE STERILIZED IN ACCORDANCE WITH THE APPLICABLE SECTION OF THE LATEST AWWA SPECIFICATION C651 AND ORANGE COUNTY WATER DEPARTMENT SPECIFICATIONS.</li> <li>ALL WATER MAINS SHALL BE STERILIZED IN ACCORDANCE WITH THE APPLICABLE SECTION OF THE LATEST AWWA SPECIFICATION C651 AND ORANGE COUNTY WATER DEPARTMENT SPEC</li></ol>	2. EXTENT OF SITE CLEA 3. CONTRACTOR SHALL WALKS, AND OTHER ADJ OCCUPIED OR USED FAC 4. CONTRACTOR SHALL I PLAN "EXISTING TO REM 5. CONTRACTOR SHALL I HAVING JURISDICTION. 6. CONTRACTOR SHALL I OFF-SITE IN A LEGAL M 7. CONTRACTOR SHALL I REMOVED". 8. CONTRACTOR SHALL I CAUSED BY SETTLEMENT OPERATION. UPON COMPLETION OF C "AS-BUILT" INFORMATION INVERT ELEVATIONS, LOC RECLAIMED WATER, STOF SLOPES, AND ELEVATION (C.O.) PURPOSES WILL B 1. BEARINGS SHOWN HEF
STANDARDS AND CONSTRUCTION SPECIFICATIONS MANUAL.	2. ELEVATIONS SHOWN HER 2. ELEVATIONS SHOWN C
<ol> <li>ALL COMPONENTS OF THE WATER SYSTEM, INCLUDING FITTINGS, HYDRANTS, CONNECTIONS, AND VALVES SHALL REMAIN UNCOVERED UNTIL PROPERLY PRESSURE TESTED AND ACCEPTED BY THE OWNER'S ENGINEER. PRESSURE TESTS TO BE IN ACCORDANCE WITH ORANGE COUNTY UTILITIES DEPARTMENT SPECIFICATIONS. CONTRACTOR TO NOTIFY THE OWNER'S ENGINEER AND APPLICABLE AGENCY INSPECTORS 48 HOURS IN ADVANCE OF PERFORMING TESTS.</li> <li>CONTRACTOR TO PERFORM CHLORINATION AND BACTERIOLOGICAL SAMPLING, AND OBTAIN CLEARANCE OF DOMESTIC AND FIRE LINE WATER SYSTEM(S). COPIES OF ALL BACTERIOLOGICAL TEST RESULTS ARE TO BE SUBMITTED TO THE OWNER'S ENGINEER FOR CERTIFICATION PURPOSES.</li> </ol>	2. ELEVATIONS SHOWN O ON THE FOLLOWING B

# SANITARY SYSTEM

ALL BE SOLID WALL POLYVINYL CHLORIDE PIPE AND COMPLY WITH ASTM D 3034 AND ALL APPLICABLE S COVERED IN SECTION NO. 2 OF ASTM D 3034. MAIN LINES SHALL BE A MINIMUM OF 8" DIAMETER, L BE A MINIMUM 6" DIAMETER.

RS MUST BE SDR 35 PVC, EXCEPT FOR PIPE DEEPER THAN 14 FEET, IN WHICH CASE SDR 26 PIPE ASTOMERIC GASKET JOINTS SHALL BE UTILIZED FOR PVC PIPE, AND SHALL COMPLY WITH ASTM F477, F679. JOINTS SHALL COMPLY WITH ASTM D3212.

FORCE MAINS (IF REQUIRED) SHALL BE CLASS 200, DR 14 FOR 4" DIAMETER, AND CLASS 150 DR 18 TER PIPE, IN ACCORDANCE WITH AWWA C900 STANDARDS. PVC FORCE MAIN PIPE SMALLER THAN 4" CLASS 200, SDR 21, IN ACCORDANCE WITH ASTM D 2241. FORCE MAIN SHALL BE SPIRAL WRAPPED RK GREEN STICK-ON VINYL TAPE. FORCE MAINS WITHIN THE RIGHT-OF-WAY SHALL BE CLASS 52 DIP,

IHOLES SHALL BE LOCATED NO MORE THAN 400 FEET APART AND SHALL CONFORM TO THE DETAILS S WELL AS WITH ASTM C478.

RAVITY SEWER MAINS AND SERVICE CONNECTIONS SHALL COMPLY WITH THE FOLLOWING MINIMUM 6" @ 1.00%; AND 8" @ 0.40%.

ER WORK SHALL CONFORM WITH APPLICABLE ORANGE COUNTY UTILITIES DEPARTMENT STANDARDS AND

CING WORK WHICH REQUIRES CONNECTING PROPOSED FACILITIES TO EXISTING LINES OR APPURTENANCES, ALL VERIFY THE LOCATION AND ELEVATION(S) OF EXISTING CONNECTION POINT(S) AND NOTIFY THE F ANY CONFLICTS OR DISCREPANCIES.

ANNS SHALL HAVE SUITABLE MAGNETIC LOCATOR TAPE(S) BURIED AT LEAST 18 INCHES ABOVE THE

# SANITARY TESTING AND INSPECTION

R PIPING SHALL BE SUBJECT TO A VISUAL INSPECTION BY THE OWNER'S ENGINEER AND APPLICABLE THE CONTRACTOR SHALL NOTIFY THE ENGINEER 48 HOURS IN ADVANCE TO SCHEDULE CONTRACTOR SHALL BE RESPONSIBLE FOR COSTS ASSOCIATED WITH A TELEVISED INSPECTION (TV) OF TY SEWER LINE CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE COPIES OF THE TV INSPECTION TAPE E OWNER AND THE APPLICABLE MUNICIPALITY/AGENCY.

SHALL PERFORM AN INFILTRATION/EXFILTRATON TEST ON ALL GRAVITY SEWERS IN ACCORDANCE WITH NCY HAVING JURISDICTION. SAID TESTS ARE TO BE CERTIFIED BY THE ENGINEER OF RECORD AND GULATORY AGENCY FOR APPROVAL. THE SCHEDULING, COORDINATION AND NOTIFICATION OF ALL PARTIES RESPONSIBILITY.

RE SPECIFIED REQUIRING THAT:

EXFILTRATION OR INFILTRATION DOES NOT EXCEED 200 GALLONS PER INCH OF PIPE DIAMETER PER MILE Y SECTION OF THE SYSTEM. OR INFILTRATION TESTS BE PERFORMED WITH A MINIMUM POSITIVE HEAD OF 2 FEET

A MINIMUM, CONFORM TO THE TEST PROCEDURE DESCRIBED IN ASTM C-828 FOR CLAY PIPE, ASTM C TE PIPE, ASTM F-1417 FOR PLASTIC PIPE, AND FOR OTHER MATERIALS APPROPRIATE TEST PROCEDURES.

ERFORM APPROPRIATE DEFLECTION TESTS FOR ALL FLEXIBLE PIPE. TESTING IS REQUIRED AFTER THE BEEN IN PLACE AT LEAST 30 DAYS TO PERMIT STABILIZATION OF THE SOIL-PIPE SYSTEM. TESTING Y: EXCEED A DEFLECTION OF 5%.

BALL OR MANDREL FOR THE DEFLECTION TEST WITH A DIAMETER NOT LESS THAN 95% OF THE BASE OR AVERAGE INSIDE DIAMETER OF THE PIPE, DEPENDING ON WHICH IS SPECIFIED IN THE ASTM CLUDING THE APPENDIX, TO WHICH THE PIPE IS MANUFACTURED. HE TEST WITHOUT MECHANICAL PULLING DEVICES.

ISPECT & TEST MANHOLE FOR WATERTIGHTNESS OR DAMAGE PRIOR TO PLACING INTO SERVICE. AIR FOR CONCRETE SEWER MANHOLES, SHALL CONFORM TO THE TEST PROCEDURES DESCRIBED IN ASTM

# DEMOLITION

SUBMIT DEMOLITION SCHEDULE TO OWNER PRIOR TO PROCEEDING WITH DEMOLITION ACTIVITIES.

EARING IS SHOWN ON DRAWINGS.

L CONDUCT SITE DEMOLITION OPERATIONS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, DJACENT OCCUPIED OR USED FACILITIES. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS OR OTHER ACILITIES WITHOUT PERMISSION FROM AUTHORITIES HAVING JURISDICTION.

PROVIDE PROTECTION NECESSARY TO PREVENT DAMAGE TO EXISTING IMPROVEMENTS INDICATED ON

RESTORE DAMAGED IMPROVEMENTS TO THEIR ORIGINAL CONDITION, AS ACCEPTABLE TO PARTIES

REMOVE WASTE MATERIALS AND UNSUITABLE AND EXCESS TOPSOIL FROM PROPERTY AND DISPOSE OF MANNER.

DEMOLISH AND COMPLETELY REMOVE FROM SITE MATERIAL INDICATED ON PLAN OR NOTES "TO BE

PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, AND OTHER FACILITIES FROM DAMAGE NT, LATERAL MOVEMENT, UNDERMINING, WASHOUT AND OTHER HAZARDS CREATED BY THE DEMOLITION

# AS BUILT

CONSTRUCTION, THE CONTRACTOR SHALL FURNISH THE OWNER'S ENGINEER WITH COMPLETE TON, CERTIFIED BY A REGISTERED LAND SURVEYOR. THIS "AS-BUILT" INFORMATION SHALL INCLUDE OCATIONS OF STRUCTURES FOR ALL UTILITIES INSTALLED (I.E. POTABLE WATER, SANITARY SEWER, TORMWATER, DEPTH OF WATER MAINS (TOP OF PIPE)), AS WELL AS GRADE BREAK LOCATIONS, POND ONS OF PROPOSED CONSTRUCTION. NO ENGINEER'S CERTIFICATIONS FOR CERTIFICATE OF OCCUPANCY BE MADE UNTIL THIS INFORMATION HAS BEEN RECEIVED AND ACCEPTED BY THE OWNER'S ENGINEER.

# DATUM

EREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 14-24S-28E, WHICH PER STATE PLANE COORDINATES.

ON THIS PLAN ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), BASED BENCHMARK:

Y BENCHMARK NUMBER "C-1286-023" ELEVATION = 85.906'



O

SHEET NUMBER

C1.0

Always call 811 two full business days before you dig to have underground utilities located and marked.

Sunshine@11.CO

L								
12/12/2024 NDF								LE BY
12/12/2								DATE
$oldsymbol{\Delta}$ orange county comments								REVISIONS
<b>ORANG</b>								No.
				© 2024 KIMLEY-HORN AND ASSOCIATES. INC.		200 S. OKANGE AVENUE, SULLE 600, OKLANDO FLORIDA 32801	PHONE: 407-898-1511 WWW.KIMLEY-HORN.COM REGISTRY No. 35106	
		C E N S P		AS SHOWN	STATE OF STATE OF	BJW DUCKIDA LICENSE NUMBER	BJW ABABA SA	BJW DATE: 12/92/24
KHA PROJECT	0493330		12/12/2024	SCALE AS S		DESIGNED BY	DRAWN BY	СНЕСКЕД ВҮ
								FLORIDA

# STORMWATER POLLUTION PREVENTION PLA

### SITE DESCRIPTION

### PROJECT NAME AND LOCATION

WILLIAMSBURG DOWNS DUNKIN TAX PARCELS: 07-24-29-9293-00-010 SW CORNER OF CENTRAL FLORIDA PKWY & ORANGEWOOD BLVD ORLANDO, FLORIDA 32821 ORANGE COUNTY, FLORIDA

\*SEE COVER SHEET FOR LOCATION MAP

### DEVELOPER NAME AND ADDRESS

CORE INVESTMENT MANAGEMENT, LLC 2750 CORAL WAY, SUITE 200 MIAMI, FL 33145 CONTACT: MICHAEL LAPOINTE PHONE: (305) 710-3353 EMAIL: mlapointe@coreipf.com

PROJECT DESCRIPTION

WILLIAMSBURG DOWNS DUNKIN IS A COMMERCIAL OUTPARCEL PROJECT PROPOSING THE DEVELOPMENT OF A ±1.700 SF BUILDING AND ASSOCIATED PARKING, UTILITIES, AND INFRASTRUCTURE WITHIN THE WILLIAMSBURG DOWNS SHOPPING PLAZA. THE SITE IS LOCATED ON THE SOUTHWEST CORNER OF CENTRAL FLORIDA PKWY & ORANGEWOOD BLVD IN ORLANDO, FLORIDA, THE SITE DISCHARGES TO A PREVIOUSLY APPROVED MASTER STORMWATER MANAGEMENT SYSTEM.

PROJECT AREA: ±1.13 ACRES CONTRIBUTING DRAINAGE AREA: ±1.13 ACRES

ULTIMATE RECEIVING WATERS: VALENCIA DRAINAGE DISTRICT C-1 CANAL

ACTIVITIES THAT REQUIRE EROSION CONTROL

SITE CLEARING AND GRUBBING; PROVIDING A STABILIZED CONSTRUCTION ENTRANCE, PERIMETER, AND OTHER EROSION AND SEDIMENT CONTROLS; EXCAVATION FOR THE RETENTION POND: SITE GRADING: INSTALLATION OF STORM WATER, SANITARY SEWER, AND WATER STRUCTURES; CURB, ROADWAYS, AND PARKING FACILITIES.

\*SEE PLANS FOR THE LOCATION OF TEMPORARY SEDIMENT BARRIERS AND OTHER EROSION CONTROL METHODS.

### SOIL PARAMETERS

SOIL TYPES: HYDR	OLOGIC SOIL GROUP SUMMA	ARY
SOIL TYPE	SOIL NAME	SOIL RATING
1	ARENTS, NEARLY LEVEL	A
3	BASINGER FINE SAND, FREQUENTLY PONDED, 0 TO 1 PERCENT SLOPES	A/D
20	IMMOKALEE FINE SAND	B/D
37	ST. JOHNS FINE SAND	B/D
44	SMYRNA - SMYRNA, WET FINE SAND, 0 TO 2 PERCENT SLOPES	A/D
45	SMYRNA, FINE SAND - URBAN LAND COMPLEX, 0 TO 2 PERCENT SLOPES	A/D

### **SEQUENCE OF MAJOR ACTIVITIES**

THE ORDER OF CONSTRUCTION IS AS FOLLOWS:

- 1. PROVIDE STABILIZED CONSTRUCTION ENTRANCE
- 2. INSTALL SILT FENCES AND OTHER EROSION CONTROL METHODS
- 3. CLEAR AND GRUB FOR SEDIMENT BASIN AND EARTH DIKE
- 4. CONSTRUCT EARTH DIKE AND SEDIMENT BASIN
- 5. FINISH CLEARING AND GRUBBING
- 6. REMOVE AND STORE TOPSOIL
- 7. PROVIDE INITIAL GRADING AS REQUIRED 8. STABILIZE ALL DISTURBED AREAS AS SOON AS POSSIBLE
- 9. INSTALL UTILITIES, STORM SEWER, CURB AND GUTTER
- 10. INSTALL BASE TO ROAD AND PARKING AREAS
- 11. FINISH GRADING ENTIRE SITE
- 12. CONSTRUCT FINAL PAVING
- 13. REMOVE ACCUMULATED SEDIMENT 14. REMOVE ANY ITEMS THAT ARE NOT REQUIRED

TIMING OF CONTROL MEASURES

THE INSTALLATION OF SILT FENCE (AND OTHER EROSION CONTROL MEASURES), A STABILIZED ENTRANCE AND SEDIMENT BASIN SHALL OCCUR PRIOR TO CLEARING AND GRUBBING ACTIVITY. AFTER CONSTRUCTION IS COMPLETE, THE ACCUMULATED SEDIMENT SHALL BE REMOVED AND THE AREAS SHALL BE REGRADED AND PERMANENTLY STABILIZED AS SHOWN ON THE PLANS.

### **EROSION AND SEDIMENT CONTROLS**

BEST MANAGEMENT PRACTICES SHALL BE USED FOR THIS PROJECT TO CONTROL EROSION AND TURBIDITY CAUSED BY STORM WATER RUN-OFF. THE LOCATION AND DETAILS OF EROSION CONTROL METHODS ARE SHOWN ON THE PLANS. THE CONTRACTOR IS RESPONSIBLE FOR PLACING AND MAINTAINING THESE CONTROL METHODS AS SHOWN ON THE PLANS OR AS REQUIRED. HE/SHE SHALL ALSO PROVIDE THE REQUIRED EROSION PROTECTION AS REQUIRED BY LOCAL, STATE AND FEDERAL LAW.

STORM WATER MANAGEMENT

STORM WATER COLLECTION SHALL BE PROVIDED BY CATCH BASINS. THE SITE WILL DISCHARGE TO THE EXISTING STORMWATER MANAGEMENT PONDS PER THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT PERMIT NUMBER 48-00052-S-59.

### **STABILIZATION PRACTICES:**

TEMPORARY STABILIZATION - TOPSOIL STOCK PILES AND DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY TEMPORARILY OR PERMANENTLY CEASE, SHALL BE STABILIZED WITH TEMPORARY SEED AND MULCH WITHIN 7 DAYS OF THE LAST CONSTRUCTION ACTIVITY IN THAT AREA. THE TEMPORARY SEED REQUIRED CAN BE FOUND IN TABLE 1.65 A OF THE FLORIDA DEVELOPMENT MANUAL. PRIOR TO SEEDING. WHERE SOILS ARE ACIDIC 2 TONS OF PULVERIZED AGRICULTURAL LIMESTONE SHOULD BE ADDED PER ACRE AND 450 POUNDS OF 10-20-20 FERTILIZER SHALL BE APPLIED TO EACH ACRE. AFTER SEEDING, EACH AREA SHALL BE IMMEDIATELY MULCHED WITH STRAW OR EQUIVALENT EQUAL. AREAS OF THE SITE WHICH ARE TO BE PAVED SHALL BE TEMPORARILY STABILIZED BY APPLYING GEOTEXTILE AND STONE SUB-BASE UNTIL BITUMINOUS PAVEMENT CAN BE APPLIED.

PERMANENT STABILIZATION - DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES PERMANENTLY CEASE SHALL BE STABILIZED WITH PERMANENT SEED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY. THE APPROPRIATE PERMANENT SEED MIX CAN BE FOUND IN TABLES 1.66A, 1.66B AND 1.66C OF THE FLORIDA DEVELOPMENT MANUAL. PRIOR TO SEEDING, 2 TONS/ACRE OF FINELY GROUND AGRICULTURAL LIMESTONE AND THE PROPER FERTILIZER BASED ON THE TYPE OF SEEDING SHALL BE APPLIED TO EACH ACRE TO PROVIDE PLANT NUTRIENTS. AFTER SEEDING, EACH AREA SHALL BE MULCHED IMMEDIATELY. ALL RETENTION/DETENTION BASINS SHALL BE SODDED AT LEAST TO THE NORMAL WATER LINE. ALL EXPOSED AREAS WITHIN PUBLIC RIGHTS-OF-WAY SHALL BE SOLID SODDED, OTHER AREAS WITH SLOPES STEEPER THAN 4:1 SHALL BE SODDED.

### STRUCTURAL PRACTICES

EARTH DIKE - IF REQUIRED, AN EARTH DIKE SHALL BE CONSTRUCTED ALONG THE SITE PERIMETER. A PORTION OF THE DIKE SHALL DIVERT RUN-ON AROUND THE CONSTRUCTION SITE. THE REMAINING PORTION OF THE DIKE SHALL COLLECT RUNOFF FROM THE DISTURBED AREA AND DIRECT THE RUNOFF TO THE SEDIMENT BASIN.

SEDIMENT BASIN - A SEDIMENT BASIN SHALL BE CONSTRUCTED IN THE COMMON DRAINAGE AREA FOR THE SITE, ALL SEDIMENT COLLECTED IN THE BASIN MUST BE REMOVED FROM THE BASIN UPON COMPLETION OF CONSTRUCTION. SEDIMENT FROM THE BASIN MAY BE USED AS FILL ON THE SITE IF IT IS SUITABLE SOIL.

### WASTE DISPOSAL

WASTE MATERIALS - ALL WASTE MATERIALS SHALL BE COLLECTED AND STORED IN A METAL DUMPSTER WITH A SECURE LID IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE SHALL BE DEPOSITED IN THE DUMPSTER. THE SUPERINTENDENT SHALL COORDINATE WITH THE LOCAL UTILITIES TO HAVE THE DUMPSTER EMPTIED AT LEAST TWICE A WEEK AND THE WASTE TAKEN TO AN APPROPRIATE LANDFILL. NO CONSTRUCTION WASTE MATERIALS SHALL BE BURIED ON SITE. THE SUPERINTENDENT SHALL ORGANIZE TRAINING FOR THE EMPLOYEES IN THE PROPER PRACTICES WHEN DEALING WITH WASTE MATERIALS. THE SUPERINTENDENT SHALL BE RESPONSIBLE FOR POSTING AND ENFORCING WASTE MATERIAL PROCEDURES.

HAZARDOUS WASTE - HAZARDOUS WASTE MATERIALS SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS OR AS DIRECTED BY THE MANUFACTURER. THE SUPERINTENDENT SHALL ORGANIZE THE PROPER TRAINING FOR EMPLOYEES IN THE PROPER PRACTICES WHEN DEALING WITH HAZARDOUS WASTE MATERIALS. THESE PROCEDURES SHALL BE POSTED ON THE SITE. THE PERSON WHO MANAGES THE SITE SHALL BE RESPONSIBLE FOR ENFORCING THE PROCEDURES.

SANITARY WASTE - SANITARY WASTE SHALL BE COLLECTED AND DISPOSED OF IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS. THE SUPERINTENDENT SHALL COORDINATE WITH THE LOCAL UTILITY FOR COLLECTION OF THE SANITARY WASTE AT LEAST THREE TIMES A WEEK TO PREVENT SPILLAGE ONTO THE SITE.

### OFF-SITE TRACKING

A STABILIZED CONSTRUCTION ENTRANCE SHALL BE PROVIDED TO REDUCE SEDIMENT TRACKING OFFSITE. THE CONTRACTOR SHALL PROMPTLY REMOVE ALL MUD, DIRT, OR OTHER MATERIALS TRACKED OR SPILLED ONTO EXISTING PUBLIC ROADS AND FACILITIES, DUE TO CONSTRUCTION. ALL TRUCKS HAULING MATERIALS OFFSITE SHALL BE COVERED WITH A TARPAULIN.

**DUST & DEBRIS CONTROL** THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL WITHIN THE CONSTRUCTION LIMITS AS WELL AS ALONG HAUL ROUTES AND ROADWAYS USED BY THE EQUIPMENT AND VEHICLES. THE CONTRACTOR SHALL ENSURE THAT EXCESSIVE DUST IS NOT TRANSPORTED BEYOND THE LIMITS OF CONSTRUCTION IN POPULATED AREAS. THE CONTRACTOR MAY CONTROL DUST FOR EMBANKMENTS OR OTHER CLEARED OR UNSURFACED AREAS BY APPLYING WATER. INSTALL MULCH, SEED, SOD, OR TEMPORARY PAVING AS EARLY AS PRACTICAL. CONTROL DUST DURING STORAGE AND HANDLING OF DUSTY MATERIALS BY WETTING, COVERING, OR OTHER MEANS AS APPROVED BY THE ENGINEER.

DEBRIS SHALL NOT BE ALLOWED TO ACCUMULATE ON THE PROJECT SITE.

### ITEMS REQUIRING POLLUTION PREVENTION

THE FOLLOWING ITEMS ARE EXPECTED TO BE PRESENT ON THE PROJECT SITE:

-ASPHALT -CONCRETE -FERTILIZERS -METAL PIECES -PETROLEUM BASED PRODUCTS -TAR

-CLEANING SUPPLIES -DETERGENTS -MASONARY BLOCK/BRICKS -PAINT -WOOD

THE FOLLOWING ARE NON-STORM WATER SOURCES THAT WILL BE ENCOUNTERED AT THE SITE AND SHOULD BE DIRECTED TO THE SEDIMENT BASIN PRIOR TO DISCHARGE:

-UNCONTAMINATED GROUNDWATER EXPOSED DURING EXCAVATION -WATER FROM WATER LINE FLUSHING -PAVEMENT WASH WATERS (WHERE NO SPILLS OR LEAKS OF TOXIC OR

HAZARDOUS MATERIALS HAVE OCCURRED).

### SPILL PREVENTION AND CONTROL

THE FOLLOWING ARE THE MATERIAL MANAGEMENT PRACTICES THAT WILL BE USED TO REDUCE THE RISK OF SPILLS OR OTHER ACCIDENTAL EXPOSURE OF MATERIALS AND SUBSTANCES TO STORM WATER RUNOFF.

### GOOD HOUSEKEEPING

-SUPERINTENDENT SHALL INSPECT PROJECT AREA DAILY FOR PROPER STORAGE. USE, AND DISPOSAL OF CONSTRUCTION MATERIALS.

-STORE ONLY ENOUGH MATERIAL ON SITE FOR PROJECT COMPLETION.

-ALL SUBSTANCES SHOULD BE USED BEFORE DISPOSAL OF CONTAINER.

-ALL CONSTRUCTION MATERIALS STORED SHALL BE ORGANIZED AND IN THE PROPER CONTAINER AND IF POSSIBLE, STORED UNDER A ROOF OR PROTECTIVE COVER.

-PRODUCTS SHALL NOT BE MIXED UNLESS DIRECTED BY THE MANUFACTURER.

-ALL PRODUCTS SHALL BE USED AND DISPOSED OF ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.

### HAZARDOUS PRODUCTS

-MATERIALS SHOULD BE KEPT IN ORIGINAL CONTAINER WITH LABELS UNLESS THE ORIGINAL CONTAINERS CANNOT BE RESEALED. IF ORIGINAL CONTAINERS CANNOT BE USED. LABELS AND PRODUCT INFORMATION SHALL BE SAVED.

-PROPER DISPOSAL PRACTICES SHALL ALWAYS BE FOLLOWED IN ACCORDANCE WITH MANUFACTURER AND LOCAL/STATE REGULATIONS.

### PRODUCT SPECIFIC PRACTICES

-PETROLEUM PRODUCTS MUST BE STORED IN PROPER CONTAINERS AND CLEARLY LABELED. VEHICLES CONTAINING PETROLEUM PRODUCTS SHALL BE PERIODICALLY INSPECTED FOR LEAKS. PRECAUTIONS SHALL BE TAKEN TO AVOID LEAKAGE OF PETROLEUM PRODUCTS ON SITE.

-THE MINIMUM AMOUNT OF FERTILIZER SHALL BE USED AND MIXED INTO THE SOIL IN ORDER TO LIMIT EXPOSURE TO STORM WATER. FERTILIZERS SHALL BE STORED IN A COVERED SHED. THE CONTENTS OF ANY PARTIALLY USED BAGS OF FERTILIZER SHALL BE TRANSFERRED TO A SEALABLE PLASTIC BIN TO AVOID SPILLS.

-PAINT CONTAINERS SHALL BE SEALED AND STORED WHEN NOT IN USE. EXCESS PAINT MUST BE DISPOSED OF IN AN APPROVED MANNER.

-CONCRETE TRUCKS SHALL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON THE SITE.

### SPILL CONTROL PRACTICES

IN ADDITION TO THE GOOD HOUSEKEEPING AND MATERIAL MANAGEMENT PRACTICES DISCUSSED IN THE PREVIOUS SECTIONS OF THIS PLAN. THE FOLLOWING PRACTICES SHALL BE FOLLOWED FOR SPILL PREVENTION AND CLEANUP:

-SPILL CLEANUP INFORMATION SHALL BE POSTED ON SITE TO INFORM EMPLOYEES ABOUT CLEANUP PROCEDURES AND RESOURCES.

-THE FOLLOWING CLEAN-UP EQUIPMENT MUST BE KEPT ON-SITE NEAR THE MATERIAL STORAGE AREA: GLOVES, MOPS, RAGS, BROOMS, DUST PANS, SAND, SAWDUST, LIQUID ABSORBER, GOGGLES, AND TRASH CONTAINERS.

-ALL SPILLS SHALL BE CLEANED UP AS SOON AS POSSIBLE.

-WHEN CLEANING A SPILL. THE AREA SHOULD BE WELL VENTILATED AND THE EMPLOYEE SHALL WEAR PROPER PROTECTIVE COVERING TO PREVENT INJURY.

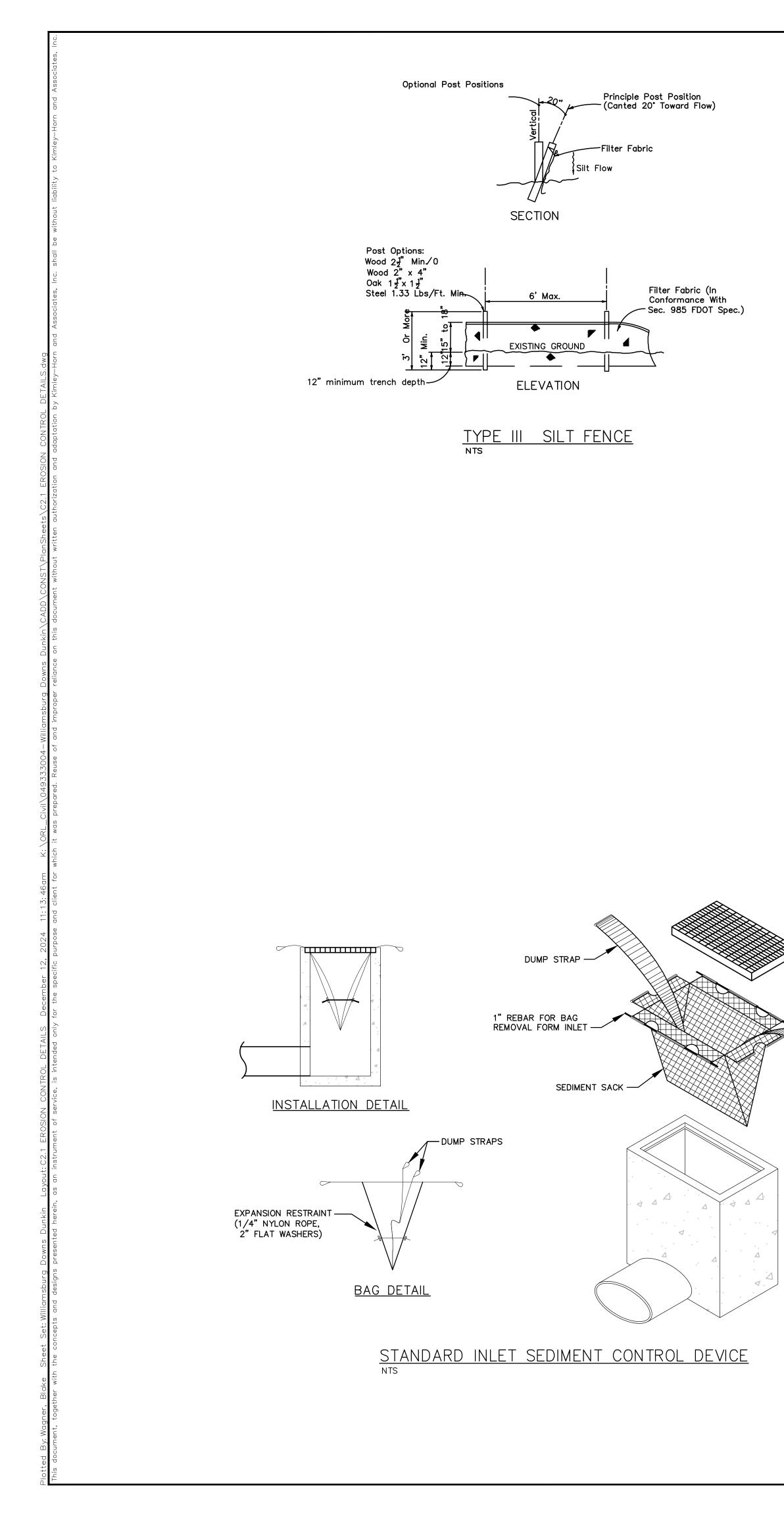
-TOXIC SPILLS MUST BE REPORTED TO THE PROPER AUTHORITY REGARDLESS OF THE SIZE OF THE SPILL.

-AFTER A SPILL, THE PREVENTION PLAN SHALL BE REVIEWED AND CHANGED TO PREVENT FURTHER SIMILAR SPILLS FROM OCCURRING. THE CAUSE OF THE SPILL, MEASURES TO PREVENT IT, AND HOW TO CLEAN THE SPILL UP SHALL BE RECORDED.

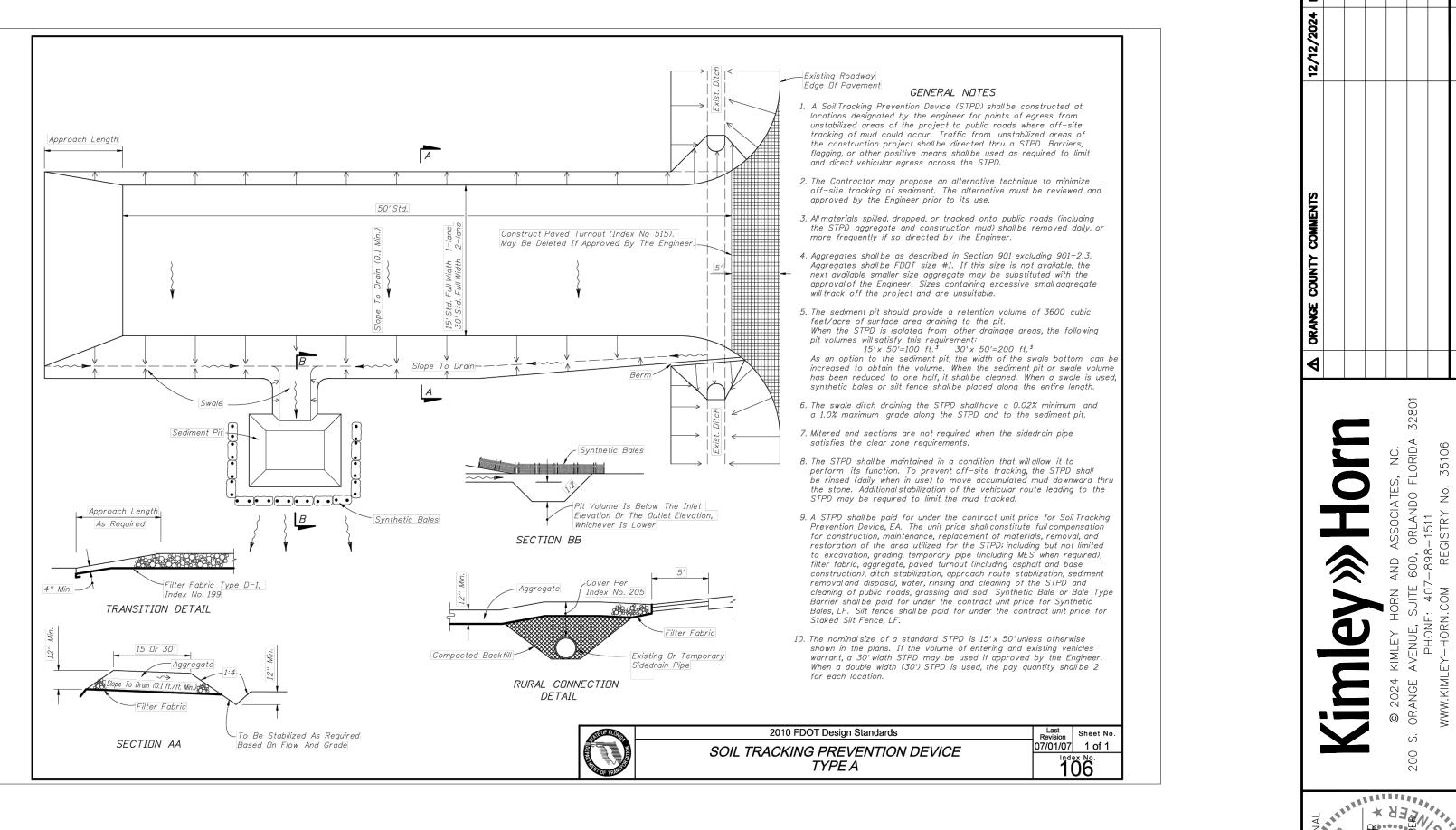
-THE SUPERINTENDENT SHALL BE THE SPILL PREVENTION AND CLEANUP COORDINATOR AND IS RESPONSIBLE FOR THE DAY TO DAY SITE OPERATIONS. THE SUPERINTENDENT ALSO OVERSEES THE SPILL PREVENTION PLAN AND SHALL BE RESPONSIBLE FOR EDUCATING THE EMPLOYEES ABOUT SPILL PREVENTION AND CLEANUP PROCEDURES.

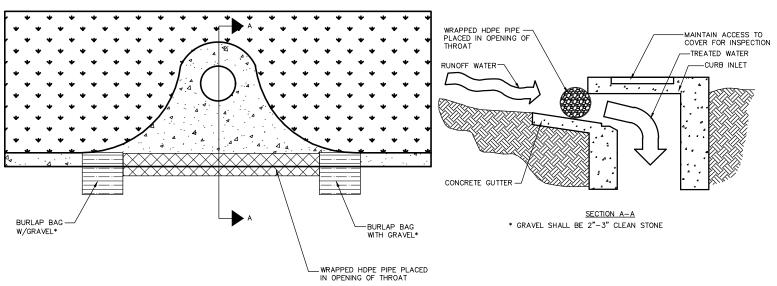


12/12/2024     NDF       12/12/2024     NDF		COMMENTS		ORANGE		32801	3, INC. 5, INC. 35106	SSOC SSOC STR'STR'	AND 600, 7-895 RE	© 2024 KIMLEY-HORN 200 S. ORANGE AVENUE, SUITE PHONE: 40 WWW.KIMLEY-HORN.COM	KHA PROJECT 049333004LICENSED PROFESSIONAL DATEDATE DATEDATE DATE12/12/2024ELAKPoJ94WAGNER DELAKPOJ94WAGNERSCALEAS SHOWNSCALEAS SHOWNSCALEAS SHOWNDESIGNED BYBJWDESIGNED BYBJWDESIGNED BYBJWDRAWN BYBJWCHECKED BYBJWDATECHECKED BY	SWPPP	CANCE COUNTY FLORIDA FLORIDA	C2.0
		DMMENTS												
	ACTICES THAT SHALL BE				R HEIGHT OF SEDIMENT	SEDIMENT MEASURES		REACHES SHALL BE	AND UNIFORMITY.	E REPORTS SHALL BE DURING THE REPORTS SHALL BE L BE AVAILABLE FOR NTROL. OR INSPECTION	R SUPERVISION IN AT QUALIFIED INFORMATION PERSONS WHO MANAGE LE FOR GATHERING THE BEST OF MY TE. I AM AWARE THAT SE INFORMATION, FOR KNOWING	SHALL COMPLY WITH, GENERIC PERMIT FOR STRUCTION ACTIVITIES	full business days before you dig to and utilities located and marked.	
	SPECTION PRACTICES	ONTRACTOR: ROSION CONTROL METHODS SHALL NCH OR GREATER RAINFALL BY THE	HER DIRECT SUPERVISION.	ROSION CONTROL METHODS SHALL MUST BE MADE WITHIN 24 HOURS O	L BE INSPECTED PERIODICALLY FOI NCE.	L BE CLEARED OF SEDIMENT WHEN T OF THE FENCE.	S/DITCHES SHALL BE CHECKED MON L BE CLEANED WHEN SEDIMENT RE CONSTRUCTION IS COMPLETE.	LL BE INSPECTED MONTHLY. ANY E	E CHECKED FOR PROPER GROWTH SHALL BE RE-SODDED.	ORT SHALL BE COMPLETED DAILY AN DEROSION CONTROL METHODS. TH D MANNER AND RETAINED ON-SITE R CONSTRUCTION IS COMPLETED, THREE YEARS. THE REPORTS SHAL S JURISDICTION OVER EROSION CO T SHALL ORGANIZE THE TRAINING F OPER EROSION CONTROL METHODS ECTIONS AND REPORTS.	DN PLAN CERTIFICATION ALTY OF LAW THAT THIS DOCUMENT PREPARED UNDER MY DIRECTION C SYSTEM DESIGNED TO ASSURE TH Y GATHERED AND EVALUATED THE N MY INQUIRY OF THE PERSON OR F E PERSONS DIRECTLY RESPONSIBI ORMATION SUBMITTED IS, TO THE E EF, TRUE, ACCURATE, AND COMPLE NT PENALTIES FOR SUBMITTING FAL BLAKE J. WAGNER	FLORIDA REGISTRATION NUMBER: 9 PROFESSIONAL ENGINEER		I
Ν	MAINTENANCE AND INS		SOMEONE UNDER HIS/H		-THE SILT FENCE SHALI AND CONDITION OF FEI	-THE SILT FENCE SHALI ONE-THIRD THE HEIGH	SEDIMENT. THEY SHAL	-DIVERSION DIKES SHA PROMPTLY REPAIRED.	-ALL SEEDING SHALL BI UNSTABALIZED AREAS	OF THE SEDIMENT AND FILED IN AN ORGANIZED CONSTRUCTION. AFTE SAVED FOR AT LEAST T ANY AGENCY THAT HAS -THE SUPERINTENDENT PROCEDURES AND PRO	I CERTIFY UNDER PENA ATTACHMENTS WERE F ACCORDANCE WITH A PERSONNEL PROPERLY SUBMITTED. BASED ON THE SYSTEM, OR THOS INFORMATION, THE INFO KNOWLEDGE AND BELIF THERE ARE SIGNIFICAN INCLUDING THE POSSIE VIOLATIONS.	CONTRACTOR'S CERTIN I CERTIFY UNDER PENA THE TERMS AND COND STORMWATER DISCHAR		



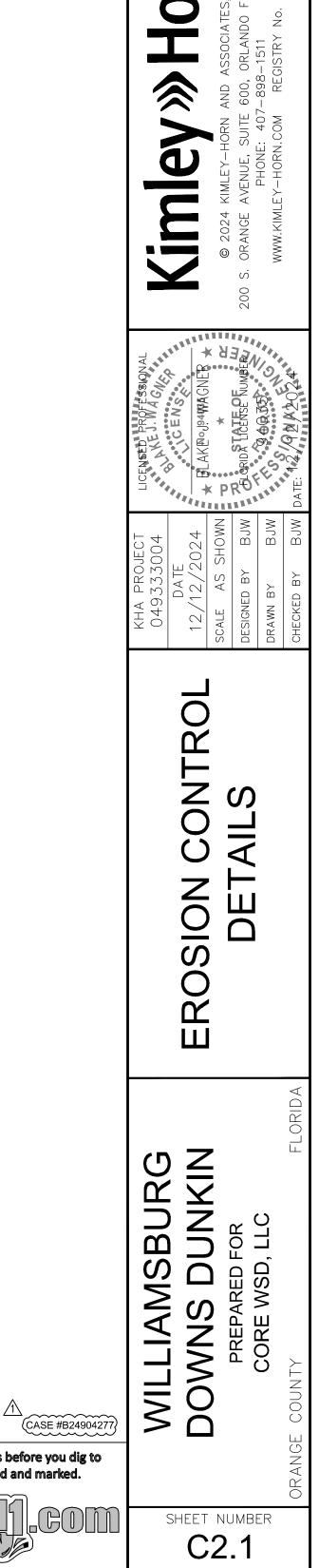
-DUMP STRAP





SOCK DRAIN INLET SEDIMENT FILTER

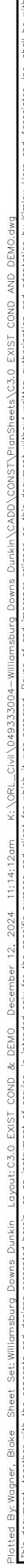
NOTE: THE PERFORATED PIPE MUST EXTEND AT LEAST 1' BEYOND THE CURB OPENING ON EACH SIDE AND BE ANCHORED WITH GRAVEL BAGS, OR SIMILAR, ON EACH END. A SPACER MUST BE PROVIDED FOR BETWEEN THE INLET OPENING AND THE PIPE TO ALLOW FOR OVERFLOW, PREVENT FLOODING AND TO PREVENT THE PIPE FROM FALLING INTO THE INLET.

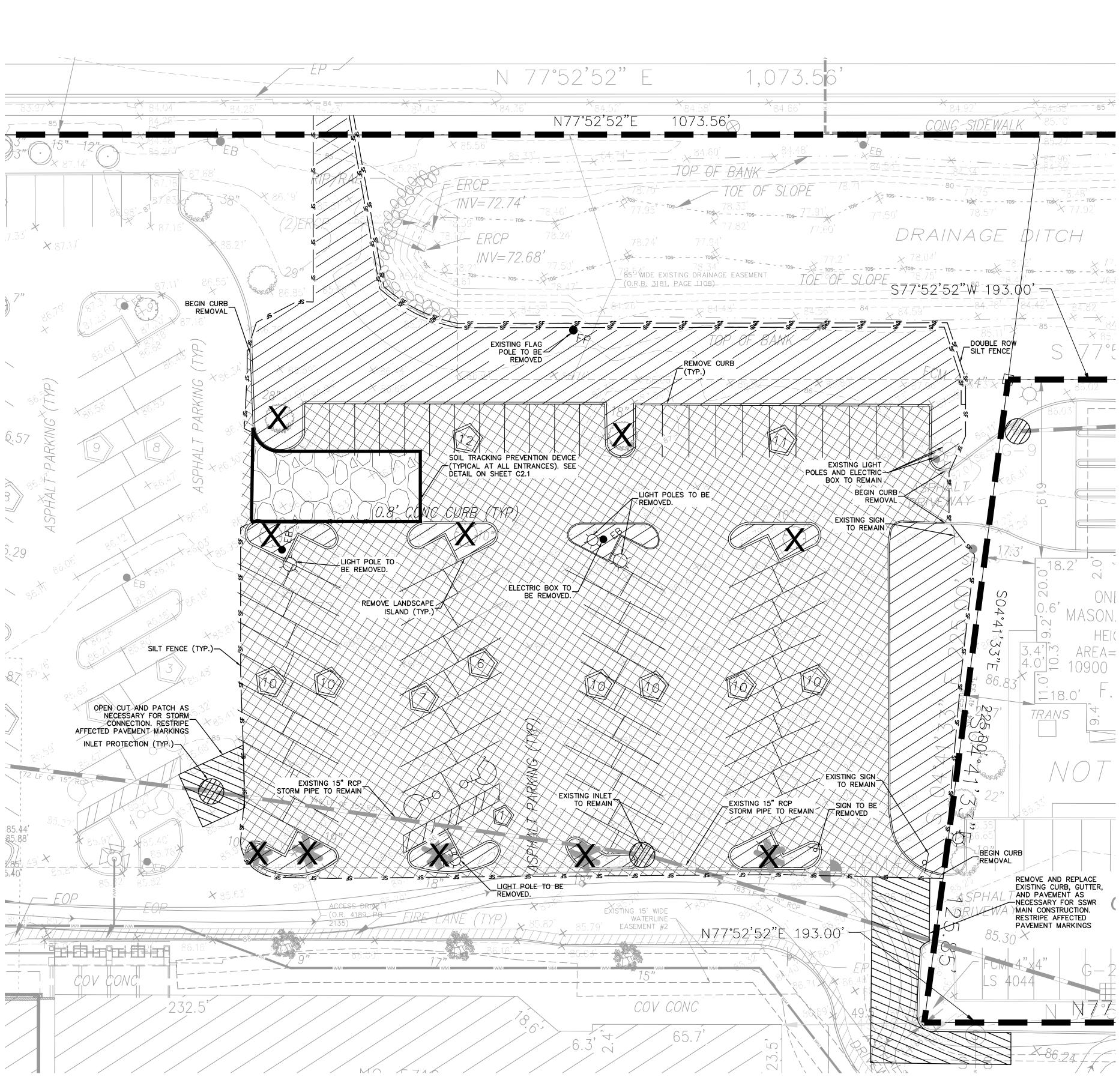


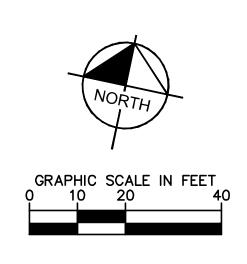
Always call 811 two full business days before you dig to

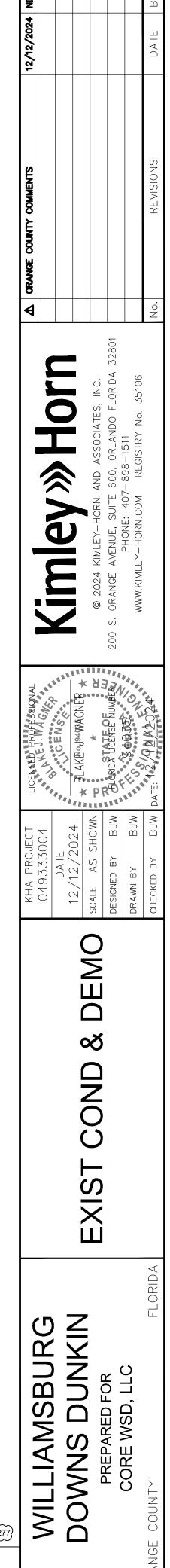
have underground utilities located and marked.

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LEGEND

———— SF ———

PROPERTY BOUNDARY

- TYPE III SILT FENCE (SEE SHEET C2.1 FOR DETAIL)
- SOIL TRACKING PREVENTION DEVICE (SEE SHEET C2.1 FOR DETAIL)

EXISTING ASPHALT PAVEMENT TO BE REMOVED

STRIP TOPSOIL



INLET PROTECTION (SEE SHEET C2.1 FOR DETAIL)



EXISTING TREES TO BE REMOVED (REFER TO TREE MITIGATION PLAN)

### NOTES:

1. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE EXISTING UTILITY INFORMATION SHOWN IS BASED ON THE TOPOGRAPHIC SURVEY PROVIDED BY AMERICAN SURVEYING, INC. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES, AFFECTING THIS AREA PRIOR TO CONSTRUCTION WORK. SURVEYOR: JOHN W. STRACHAN, PSM FL. REGISTRATION NUMBER: 6312

DATE OF SURVEY: 11/04/2020

- 2. ELEVATIONS SHOWN ON THIS PLAN ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), BASED ON THE FOLLOWING ORANGE COUNTY ENGINEERING DEPARTMENT BENCHMARK: C-1286-023
- 3. THERE MAY BE ON-SITE UNDERGROUND EXISTING UTILITIES (INCLUDING BUT NOT LIMITED TO IRRIGATION, SANITARY SEWER, POTABLE WATER LINES, NATURAL GAS LINES, ELECTRIC, TELEPHONE, AND CABLE LINES) THAT WERE NOT LOCATED OR IDENTIFIED BY THE PROJECT SURVEYOR. PRIOR TO START OF CONSTRUCTION, CONTRACTOR SHALL FIELD VERIFY ALL EXISTING ON-SITE UTILITIES AND RIGHT-OF-WAY UTILITIES.
- 4. IF EXISTING UTILITIES ARE DISCOVERED THAT ARE NOT IDENTIFIED BY THE CONSTRUCTION DOCUMENTS, AND WILL BE IMPACTED BY CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY PRIOR TO PROCEEDING WITH CONSTRUCTION.
- 5. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR DEMOLITION REQUIREMENTS OF ELECTRICAL SYSTEMS.
- 6. REFER FOR SWPPP SHEET C2.0 FOR ADDITIONAL NOTES AND DETAILS.
- 7. PROVIDE SOIL TRACKING PREVENTION DEVICE AT ALL CONSTRUCTION ACCESS POINTS. SEE DETAIL SHEET C2.1
- 8. INSTALL AND MAINTAIN FILTER FABRIC UNDER GRATES OF EXISTING/PROPOSED INLETS, SEE SHEET C2.1.

9. CONTRACTOR TO ENSURE ADEQUATE COVER REMAINS OVER ALL EXISTING UTILITIES. 10. A STABILIZED CONSTRUCTION ENTRANCE SHALL BE PROVIDED TO REDUCE SEDIMENT TRACKING OFFSITE. THE CONTRACTOR SHALL PROMPTLY REMOVE ALL MUD, DIRT, OR OTHER MATERIALS TRACKED OR SPILLED ONTO EXISTING PUBLIC ROADS AND FACILITIES, DUE TO CONSTRUCTION. ALL TRUCKS HAULING MATERIALS OFFSITE SHALL BE COVERED WITH A TARPAULIN.

11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL WITHIN THE CONSTRUCTION LIMITS AS WELL AS ALONG HAUL ROUTES AND ROADWAYS USED BY THE EQUIPMENT AND VEHICLES. THE CONTRACTOR SHALL ENSURE THAT EXCESSIVE DUST IS NOT TRANSPORTED BEYOND THE LIMITS OF CONSTRUCTION IN POPULATED AREAS. THE CONTRACTOR MAY CONTROL DUST FOR EMBANKMENTS OR OTHER CLEARED OR UNSURFACED AREAS BY APPLYING WATER. INSTALL MULCH, SEED, SOD, OR TEMPORARY PAVING AS EARLY AS PRACTICAL. CONTROL DUST DURING STORAGE AND HANDLING OF DUSTY MATERIALS BY WETTING, COVERING, OR OTHER MEANS AS APPROVED BY THE ENGINEER. DEBRIS SHALL NOT BE ALLOWED TO ACCUMULATE ON THE PROJECT SITE.

12. DEWATERING IS NOT ANTICIPATED AS PART OF THIS PROJECT. 

(CASE #B24904277)

SHEET NUMBER

C3.0

Always call 811 two full business days before you dig to have underground utilities located and marked.

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IMPERVIOUS SURFACE RATIO (ISR) MAXIMUM ISR 80%

B

**LEGEND** 

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LOT LINE

LIMITS

EXISTING

EASEMENT

PROPOSED EASEMENT

CONSTRUCTION

EXISTING ISR			
	IMPERVIOUS	PERVIOUS	PARCEL AREA
LOT 1	12.50 AC	3.05 AC	15.55 AC
BHLOT	0.05 AC	0.41 AC	0.46 AC
TOTAL	12.55 AC (78%)	3.46 AC (22%)	16.01 AC

ROPOSED IS	SR		
	IMPERVIOUS	PERVIOUS	PARCEL AREA
OT 1	12.45 AC	3.10 AC	15.55 AC
HLOT	0.05 AC	0.41 AC	0.46 AC
OTAL	12.50 AC (78%)	3.51 AC (22%)	16.01 AC

### **OPEN SPACE** MINIMUM OPEN SPACE = 20%

EXISTING OPE	EN SPACE	
	OPEN SPACE	
	ACREAGE	PARCEL AREA
LOT 1	3.05 AC	15.55 AC
BH LOT	0.41 AC	0.46 AC
TOTAL	3.46 AC (22%)	16.01 AC

### PROPOSED OPEN SPACE

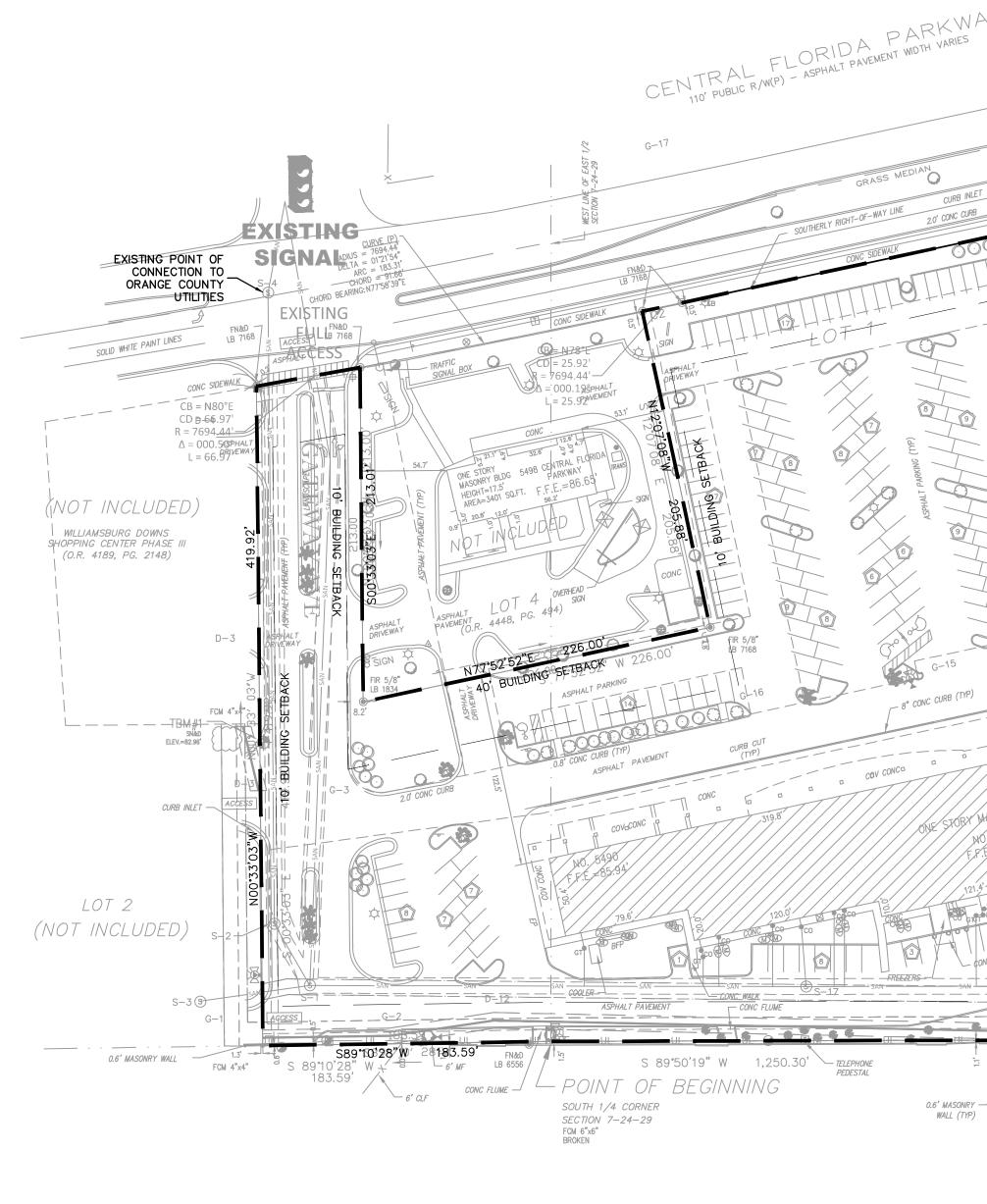
	OPEN SPACE	
	ACREAGE	PARCEL AREA
LOT 1	3.10 AC	15.55 AC
BH LOT	0.41 AC	0.46 AC
TOTAL	3.51 AC (22%)	16.01 AC

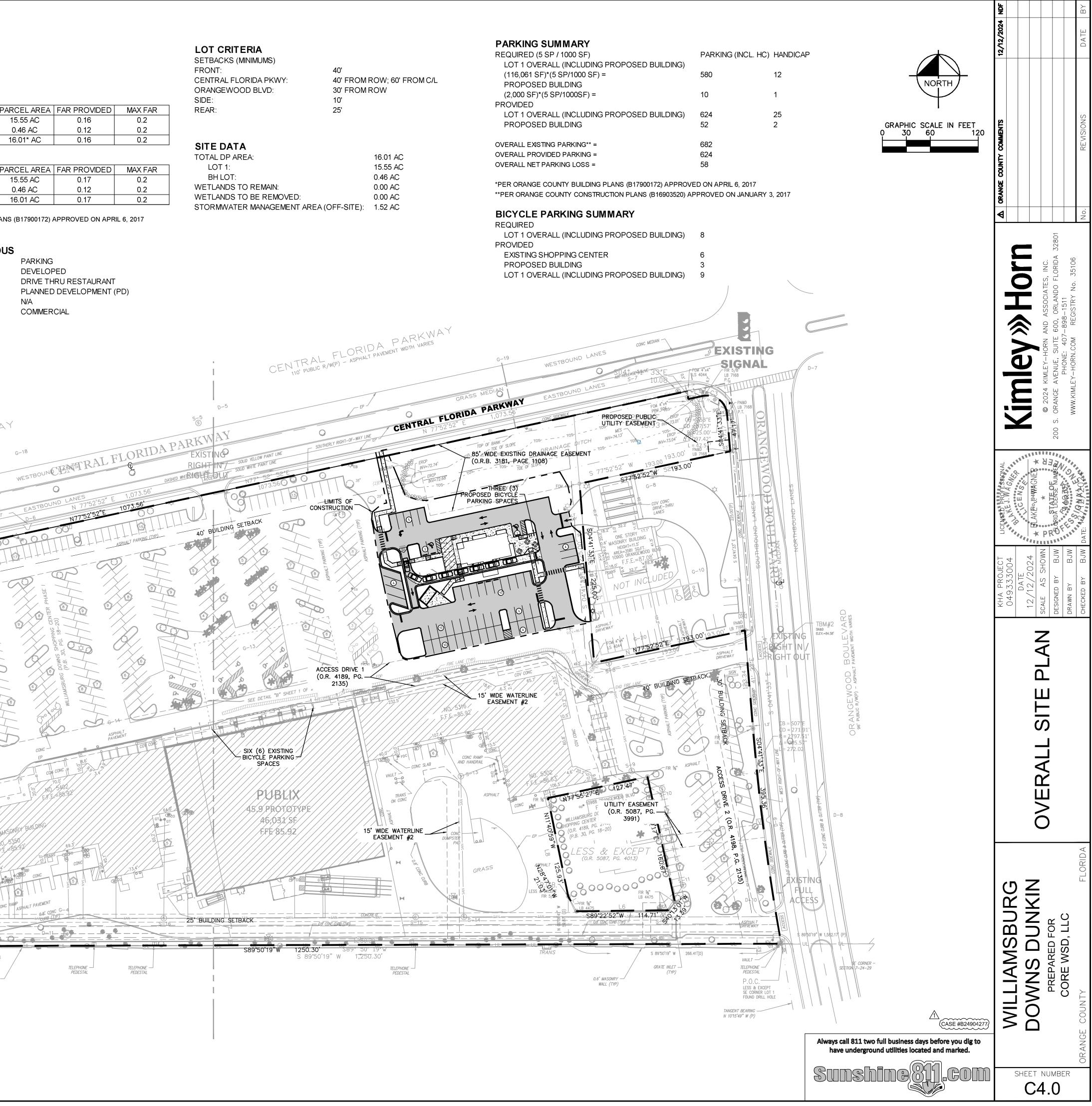
### **BUILDING SUMMARY**

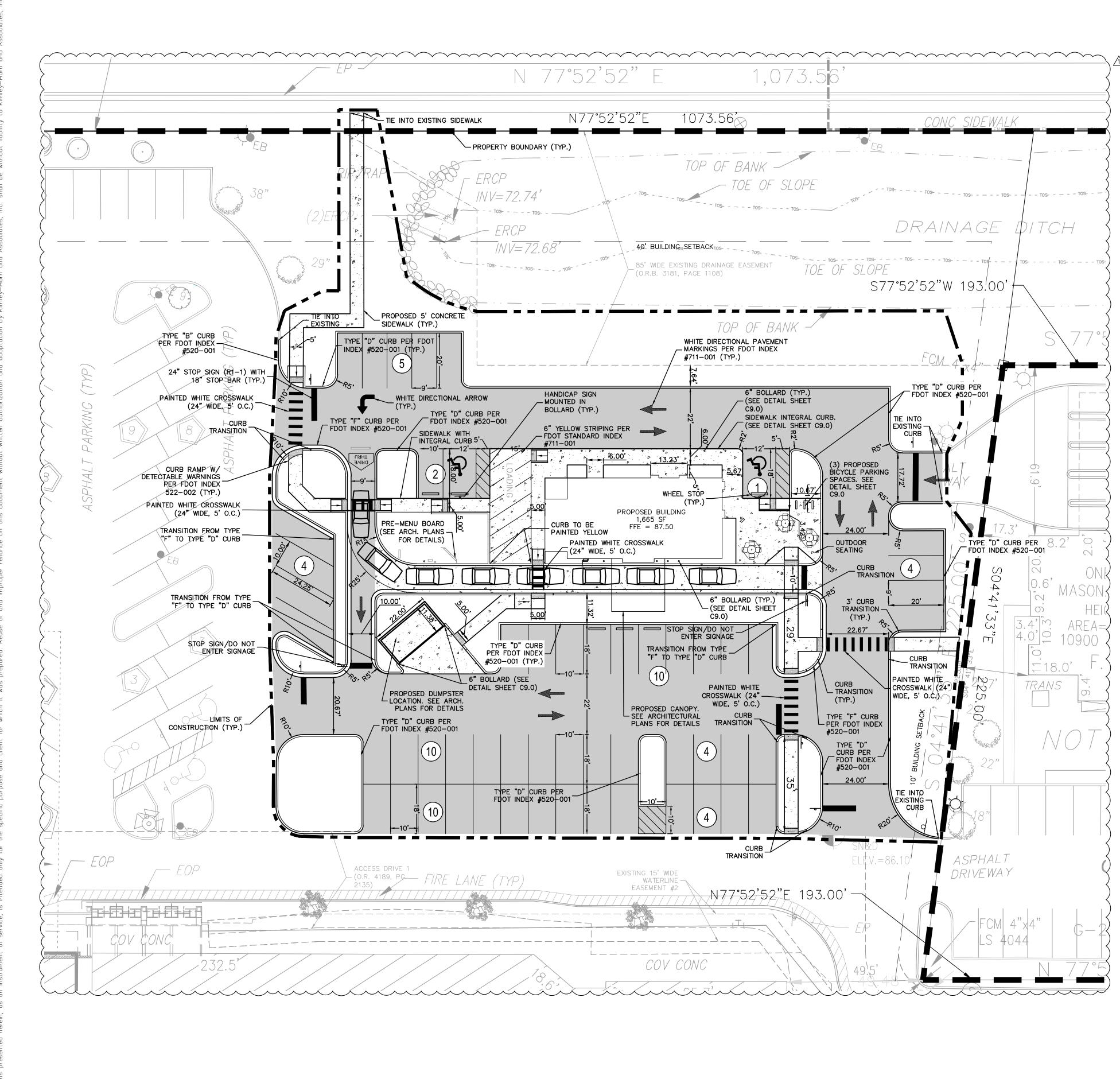
BUILDING HEI MAX EXISTING	GHT 40 FT				SETBACKS (MINIMUMS) FRONT: CENTRAL FLORIDA PKWY: ORANGEWOOD BLVD: SIDE:	40' 40' FROM ROW; 60' FROM C/L 30' FROM ROW 10'
	BLDG AREA	PARCEL AREA	FAR PROVIDED	MAX FAR	REAR:	25'
LOT 1	111,696 SF	15.55 AC	0.16	0.2		
BHLOT	2,365 SF	0.46 AC	0.12	0.2		
TOTAL	114,061* SF	16.01* AC	0.16	0.2		
PROPOSED					<b>SITE DATA</b> TOTAL DP AREA:	16.01 AC
	BLDG AREA	PARCEL AREA	FAR PROVIDED	MAX FAR	LOT 1:	15.55 AC
LOT 1	113,696 SF	15.55 AC	0.17	0.2	BH LOT:	0.46 AC
BHLOT	2,365 SF	0.46 AC	0.12	0.2	WETLANDS TO REMAIN:	0.00 AC
TOTAL	116,061 SF	16.01 AC	0.17	0.2	WETLANDS TO BE REMOVED: STORMWATER MANAGEMENT AR	0.00 AC REA (OFF-SITE): 1.52 AC
EXISTING USE EXISTING VEG PROPOSED U ZONING:	BETATION: JSE: POPULATION:	PARKING DEVELOF DRIVE TH	PED IRU RESTAURANT DEVELOPMENT (	PD)		
					CENTR 110' PUE	AL FLORIDA PARKW BLIC R/W(P) - ASPHALT PAVEMENT WIDTH VARIES
	PARKV	NAY			D-5 S	CENTRAL N 77
L FLORI	DA PARKV	G-18	TAMSTRALE	LORIDAI	EXISTING EXISTING RIGHT IN7 SOLID VELLOW PAINT LINE SOLID WHITE PAINT LINE SOLID WHITE PAINT LINE SOLID WHITE PAINT LINE AccesULT N775 525 5245 O O O	SOUTHERLY RIGHT-OF-WAY LINE SOUTHERLY RIGHT-OF-WAY LINE EP SOUTHERLY RIGHT-OF-WAY LINE EP SOU
		WESTBOUN	UDI 1	O	IED WHITE ACCESTUT	O 38° OTTAL

BUILDING HEI					SETBACKS (MINIMUMS) FRONT:	40'
MAX	40 FT				CENTRAL FLORIDA PKWY: ORANGEWOOD BLVD:	40' FROM ROW; 60' FROM C/L 30' FROM ROW
EXISTING					SIDE:	10'
	BLDG AREA	PARCEL AREA	FAR PROVIDED	MAX FAR	REAR:	25'
LOT 1	111,696 SF	15.55 AC	0.16	0.2		
BHLOT	2,365 SF	0.46 AC	0.12	0.2		
TOTAL	114,061* SF	16.01* AC	0.16	0.2	SITE DATA	
					TOTAL DP AREA:	16.01 AC
PROPOSED					LOT 1:	15.55 AC
LOT 1	BLDG AREA	15.55 AC	FAR PROVIDED 0.17	MAX FAR	BH LOT:	0.46 AC
BHLOT	113,696 SF 2,365 SF	0.46 AC	0.17	0.2 0.2	WETLANDS TO REMAIN:	0.00 AC
TOTAL	116,061 SF	16.01 AC	0.12	0.2	WETLANDS TO BE REMOVED:	0.00 AC
	110,001 SF	10.01 AC	0.17	0.2	STORMWATER MANAGEMENT AR	
*PER ORANGE	County Building I	PLANS (B17900172)	APPROVED ON APR	IL 6, 2017		
EXISTING USE EXISTING VEC PROPOSED U ZONING:	GETATION: JSE: E POPULATION:	PARKING DEVELOF DRIVE TH	PED IRU RESTAURANT DEVELOPMENT (			
					CENTR 110' PUE	AL FLORIDA PARKW BILIC R/W(P) - ASPHALT PAVEMENT WIDTH VARIES
		NAY			D-5 S-5 S	EP CENTRAL N 77
L FLORI IC R/W(P) - ASPHAL	DA PARKV T PAVEMENT WIDTH VARIE	G-18	CENSTRAL F	LORIDAE	EXISTING RIGHT IN 7 SOLID VELLOW PAINT LINE SOLID WHITE PAINT LINE SOLID WHITE PAINT LINE SOLID WHITE PAINT LINE	SOUTHERLY RIGHT-OF-WAY LINE SOUTHERLY RIGHT-OF-WAY LINE EP EB EP EB EP EB EP EB EP EB EP EB EP EB EP EB EP EB EP EB EP EB EP EB EP EP EP EB EP EP EB EP EP EP EP EP EP EP EP EP EP EP EP EP
		WESTBUIL		DASH	ED WHITELINGT ACCESS DAL N770 SE COOOO	38" ()(ED))

BUILDING HEI	СПТ				SETBACKS (MINIMUMS) FRONT:	40'
MAX	40 FT				CENTRAL FLORIDA PKWY:	40 40' FROM ROW; 60' FROM C/L
	4011				ORANGEWOOD BLVD:	30' FROM ROW
EXISTING					SIDE:	10'
	BLDG AREA	PARCEL AREA	FAR PROVIDED	MAX FAR	REAR:	25'
LOT 1	111,696 SF	15.55 AC	0.16	0.2		
BHLOT	2,365 SF	0.46 AC	0.12	0.2		
TOTAL	114,061* SF	16.01* AC	0.16	0.2		
					SITE DATA	
PROPOSED					TOTAL DP AREA:	16.01 AC
	BLDG AREA	PARCEL AREA	FAR PROVIDED	MAX FAR	LOT 1:	15.55 AC
LOT 1	113,696 SF	15.55 AC	0.17	0.2	BH LOT:	0.46 AC
BHLOT	2,365 SF	0.46 AC	0.12	0.2	WETLANDS TO REMAIN:	0.00 AC
TOTAL	116,061 SF	16.01 AC	0.17	0.2	WETLANDS TO BE REMOVED: STORMWATER MANAGEMENT AR	0.00 AC EA (OFF-SITE): 1.52 AC
	GETATION: USE: E POPULATION:	PLANNED N/A	PED IRU RESTAURANT DEVELOPMENT (			
FUTURE LANI		COMMER			CENTR 110' PUE	AL FLORIDA PARKW BLIC R/W(P) - ASPHALT PAVEMENT WIDTH VARIES
FLORI	DA PARKV T PAVEMENT WIDTH VARIE	NAY	CENTRALI		D-5 SS ARKWAY	O SOUTHERLY RIGHT-OF-WAY LINE SOUTHERLY RIGHT-OF-WAY LINE EP







**ON-SITE VEGETATION:** SITE IS DEVELOPED PHASING: THIS PROJECT WILL BE CONSTRUCTED IN ONE (1) PHASE. UTILITY SERVICE:

PROPOSED USE:

GENERAL COMMERCIAL

THE DEVELOPER SHALL OBTAIN WATER AND WASTEWATER SERVICE FROM ORANGE COUNTY UTILITIES. ORANGE COUNTY SHALL NOT OWN, OPERATE, OR MAINTAIN THE ON-SITE WATER AND WASTEWATER SYSTEM. FINAL LOCATION OF UTILITIES TO BE DETERMINED AT TIME OF CONSTRUCTION PLAN REVIEW.

### SCHOOL AGE CHILDREN NOT APPLICABLE

STORMWATER MANAGEMENT DRAINAGE WILL BE CONVEYED TO THE EXISTING MASTER STORMWATER MANAGEMENT SYSTEM FOR THE ORANGEWOOD PD. STORMWATER MANAGEMENT SHALL BE DESIGNED IN ACCORDANCE WITH ORANGE COUNTY CODE AND THE MASTER CONCEPTUAL SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) PERMIT.

PARKS AND RECREATION: NOT APPLICABLE

FIRE PROTECTION: FIRE HYDRANTS SHALL BE INSTALLED SO THE DESIGN AND CALCULATIONS MEET THE REQUIREMENTS OF CHAPTER 18 OF NFPA (FFPC 7TH ED.).

FLOOD ZONE: BASED ON FEMA FLOOD MAPS 12095C0415F, DATED SEPTEMBER 25, 2009 SHOWS THE SITE IS LOCATED IN ZONE X.

### WETLANDS:

THERE ARE NO WETLANDS ON-SITE.

SITE LIGHTING: 1. ALL EXTERIOR SITE LIGHTING SHALL COMPLY WITH LIGHTING ORDINANCE 2003-08 AND ALL CURRENT APPLICABLE ORANGE COUNTY STANDARDS.

TREE SURVEY:

### LANDSCAPING:

ALL LANDSCAPING SHALL MEET OR EXCEED THE REQUIREMENTS OF THE COMMERCIAL SECTION OF THE ORANGE COUNTY LAND DEVELOPMENT CODE, CHAPTER 24 (PER PREVIOUSLY APPROVED PSP). SEE LANDSCAPE PLAN FOR ADDITIONAL INFORMAT

### SIGNAGE:

BILLBOARDS AND POLE SIGNS SHALL BE PROHIBI AND FASCIA SIGNS SHALL COMPLY WITH CHAPTER COMMERCIAL.

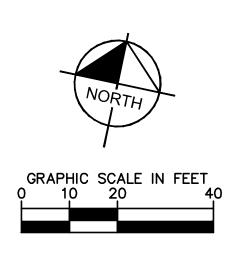
### LAND USE COVER:

BUILDING AREA: IMPERVIOUS AREA (EXCLUDING BUILDING): PERVIOUS AREA: TOTAL PROJECT AREA:

### NOTES:

1. ALL CONSTRUCTION DETAILS ARE CONCEPTUAL SUBJECT TO REVIEW AND MODIFICATION DURIN APPROVAL OF FINAL CONSTRUCTION PLANS. THIS SITE SHALL COMPLY WITH THE COMMERC

STANDARDS SET FORTH IN ARTICLE XIII OF CH OF THE ORANGE COUNTY CODE.



GENERAL NOTES:

- 1. ALL RADII ARE TO BE 3' OR 10' UNLESS OTHERWISE NOTED. 2. ALL MEASUREMENTS ARE TO FACE OF CURB UNLESS
- OTHERWISE NOTED.
- 3. 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.
- 4. DURING CONSTRUCTION, WHEN COMBUSTIBLES ARE BROUGHT ON TO THE SITE, ACCESS ROADS AND A SUITABLE TEMPORARY OR PERMANENT SUPPLY OF WATER ACCEPTABLE TO THE FIRE DEPARTMENT SHALL BE PROVIDED AND MAINTAINED PER CHAPTER 16, NFPA 1 2012 EDITION (FFPC 5TH EDITION).
- 5. ANY MISCELLANEOUS GARBAGE, WASTE AND CONSTRUCTION DEBRIS OR DEMOLITION DEBRIS , OR WASTE MATERIAL FOUND ON SITE DURING CLEARING AND GRADING SHALL BE PROPERLY DISPOSED OF OFF-SITE ACCORDING TO THE SOLID WASTE AND HAZARDOUS WASTE REGULATIONS. USE CAUTION IF AY HAZARDOUS WASTE IS PRESENT. CALL THE ORANGE COUNTY SOLID WASTE HOTLINE AT 407-836-6601 FOR INFORMATION.
- BICYCLE PARKING TYPE/SIZE AND DESIGN SHALL COMPLY WITH SECTION 38-1485
- 7. DEVELOPMENT OF THE SUBJECT PROPERTY SHALL COMPLY WITH ALL STATE AND FEDERAL REGULATIONS REGARDING WILDLIFE AND PLANTS LISTED AS IMPERILED SPECIES (ENDANGERED, THREATENED, OR SPECIES OF SPECIAL CONCERN). THE APPLICANT IS RESPONSIBLE TO DETERMINE THE PRESENCE OF THESE CONCERN AND TO VERIFY AND OBTAIN, IF NECESSARY, ANY REQUIRED HABITAT PERMITTING OF THE U.S. FISH AND WILDLIFE SERVICE (USFWS) AND THE FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION (FWC).
- 8. ALL LANDSCAPING, WALLS, AND FENCES SHALL COMPLY WITH SIGHT DISTANCE TRIANGLES REQUIREMENTS PER FDOT FLORIDA DESIGN MANUAL CHAPTER 212.
- 9. DEVELOPMENT SHALL CONFORM TO THE ORANGEWOOD PD LAND USE PLAN.
- 10. SAW CUT EXISTING PAVEMENT AT A CLEAN EDGE AT PAVEMENT CONNECTION AND TIE INTO EXISTING PAVEMENT AND LEVEL ALL FINISH COURSE AS NECESSARY TO MAINTAIN  $\langle$ UNIFORM ROADWAY CROWN AND TRAVEL LANES.

TION.			КНА
ITED. GROUND R 31.5 TOURIST			
04–ACRES 76–ACRES 33–ACRES 3–ACRES			
AL AND NG THE			
CIAL DESIGN HAPTER 9	LEGEND		
		LOT LINE	
	<u> </u>	CONSTRUCTION LIMITS	
		EXISTING EASEMENT	
		PROPOSED EASEMENT	
		BUILDING SETBACK	
		PROPOSED CONCRETE PAVEMENT	

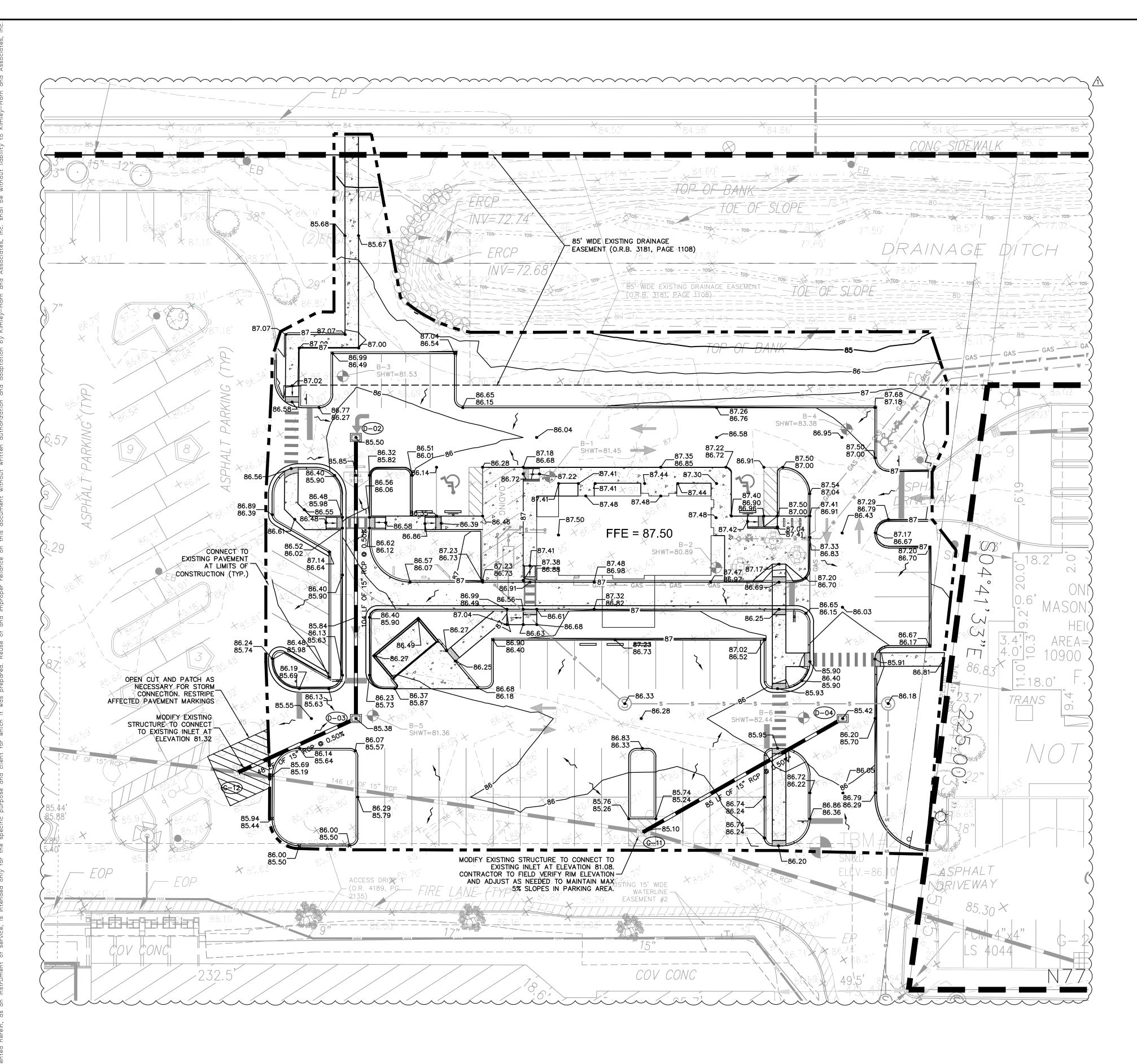
NORTH	12/12/2024 NDF 12/12/2024 NDF 012/12/2024 NDF
PHIC SCALE IN FEET 10 20 40 COR 10' UNLESS OTHERWISE NOTED. TO FACE OF CURB UNLESS	ORANGE COUNTY COMMENTS
ECTION 38–1227, ANY VARIATIONS INUM STANDARDS REPRESENTED ON NOT BEEN EXPRESSLY APPROVED BY WHEN COMBUSTIBLES ARE BROUGHT S ROADS AND A SUITABLE ENT SUPPLY OF WATER ACCEPTABLE IT SHALL BE PROVDED AND IR 16, NFPA 1 2012 EDITION (FFPC RBAGE, WASTE AND CONSTRUCTION OEBRIS, OR WASTE MATERIAL FOUND VG AND GRADING SHALL BE PROPERLY ACCORDING TO THE SOLID WASTE AND JLATIONS. USE CAUTION IF AY RESENT. CALL THE ORANGE COUNTY T 407–836–6601 FOR INFORMATION. SIZE AND DESIGN SHALL COMPLY WITH UBJECT PROPERTY SHALL COMPLY DERAL REGULATIONS REGARDING STED AS IMPERILED SPECIES VED, OR SPECIES OF SPECIAL NT IS RESPONSIBLE TO DETERMINE E CONCERN AND TO VERIFY AND ANY REQUIRED HABITAT PERMITTING WILDLIFE SERVICE (USFWS) AND THE ES CONSERVATION COMMISSION (FWC). S, AND FENCES SHALL COMPLY WITH LES REQUIREMENTS PER FDOT FLORIDA R 212. NFORM TO THE ORANGEWOOD PD MENT AT A CLEAN EDGE AT AND TRAVEL LANES.	KHA PROJECT       Incensed PROFESSIONAL         049333004       DATE         DATE       DATE         12/12/2024       ELAKE-J9-WAGNER         Scale AS SHOWN       ELAKE-J9-WAGNER         Scale AS SHOWN       ELAKE-J9-WAGNER         Designer By WW       ELAKE-J9-MAGNER         Designer By WW       ELAKE-J9-MAGNER         Designer By WW       ELAKE-J9-MAGNER         Designer By WW       ELAKE-J9-MAGNER         Designer By WW       ELAKE-HORN AND ASSOCIATES, INC.         Designer By WW       ELAKE-J9-MAGNER         Designer By WW       ELAKE-HORN AND ASSOCIATES, INC.         Designer By WW       ELAKE-HORN AND ASSOCIATES, INC.
<ul> <li>LOT LINE</li> <li>CONSTRUCTION LIMITS</li> <li>EXISTING EASEMENT</li> <li>PROPOSED EASEMENT</li> </ul>	SITE PLAN
BUILDING SETBACK PROPOSED CONCRETE PAVEMENT PROPOSED ASPHALT PAVEMENT PAVEMENT AVEMENT PAVEMENT PAVEMENT PAVEMENT PAVEMENT	WILLIAMSBURG DOWNS DUNKIN PREPARED FOR CORE WSD, LLC RANGE COUNTY FLORIDA
have underground utilities located and marked.	SHEET NUMBER

C4.1

TREE SURVEY IS INCLUDED ON THE SURVEY FOR THIS SITE.

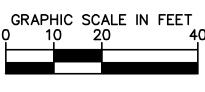
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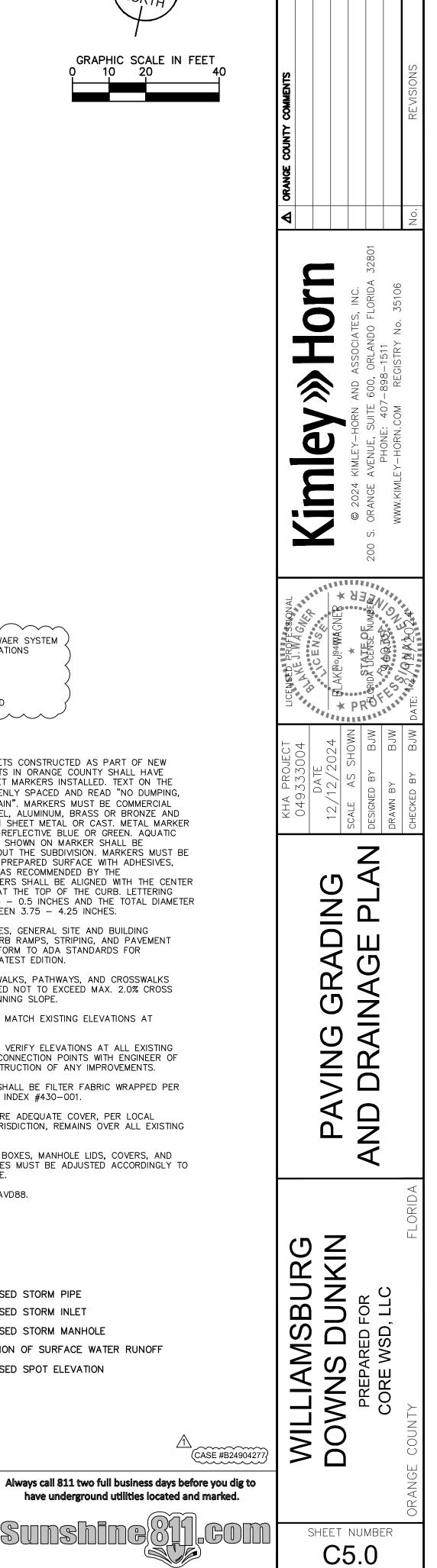
Sunshine LCOM



STOR	M STRUCTURE TA
STRUCTURE NAME:	DETAIL
D-02	TYPE "C" INLET PER FDOT INDEX #4 TOP: 85.51 S. INV OUT: 82.08
D-03	TYPE "C" INLET PER FDOT INDEX #4 TOP: 85.38 N. INV IN: 81.56 (1 SW. INV OUT: 81.56
D-04	TYPE "C" INLET PER FDOT INDEX #4 TOP: 85.42 SW. INV OUT: 81.50
<b>D-04</b> G-11	PER FDOT INDEX #4 TOP: 85.42







PERMITTED MASTER STORMWAER SYSTEM DESIGN STORM EVENT ELEVATIONS DESIGN STORM: 10YR-24HR = 82.28' NGVD 25YR - 72HR = 82.35' NGVD100YR - 72HR = 86.30' NGVD

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 CREATURE OR SYMBOL SHOWN ON MARKER SHALL BE CONSISTENT THROUGHOUT THE SUBDIVISION. MARKERS MUST BE AFFIXED TO A CLEAN, PREPARED SURFACE WITH ADHESIVES, FASTENERS, OR HEAT AS RECOMMENDED BY THE MANUFACTURER. MARKERS SHALL BE ALIGNED WITH THE CENTER OF DRAINAGE INLETS AT THE TOP OF THE CURB. LETTERING MUST BE BETWEEN 0.4 – 0.5 INCHES AND THE TOTAL DIAMETER OF THE MARKER BETWEEN 3.75 – 4.25 INCHES.
- 2. ALL ACCESSIBLE ROUTES, GENERAL SITE AND BUILDING ELEMENTS, RAMPS, CURB RAMPS, STRIPING, AND PAVEMENT MARKINGS SHALL CONFORM TO ADA STANDARDS FOR ACCESSIBLE DESIGN, LATEST EDITION.
- ALL PEDESTRIAN SIDEWALKS, PATHWAYS, AND CROSSWALKS SHALL BE CONSTRUCTED NOT TO EXCEED MAX. 2.0% CROSS SLOPE, MAX. 5.0% RUNNING SLOPE.
- 4. PROPOSED GRADES TO MATCH EXISTING ELEVATIONS AT PROPERTY LINE.
- 5. CONTRACTOR TO FIELD VERIFY ELEVATIONS AT ALL EXISTING SIDEWALK AND ROAD CONNECTION POINTS WITH ENGINEER OF RECORD BEFORE CONSTRUCTION OF ANY IMPROVEMENTS.
- 6. ALL DRAINAGE PIPES SHALL BE FILTER FABRIC WRAPPED PER FDOT STANDARD PLAN INDEX #430-001.
- 7. CONTRACTOR TO ENSURE ADEQUATE COVER, PER LOCAL AUTHORITY HAVING JURISDICTION, REMAINS OVER ALL EXISTING UTILITIES.
- 8. ALL EXISTING VALVES, BOXES, MANHOLE LIDS, COVERS, AND SIMILAR APPURTENANCES MUST BE ADJUSTED ACCORDINGLY TO MATCH FINISHED GRADE.
- 9. VERTICAL DATUM IS NAVD88.

### <u>LEGEND</u>

	PROPOSED STORM PIPE
8	PROPOSED STORM INLET
Ø	PROPOSED STORM MANHOLE
-~	DIRECTION OF SURFACE WATER RUNOFF
56.00	PROPOSED SPOT ELEVATION
/	

Sunsli

URE TABLE

DETAILS: NLET

INDEX #425-052 82.08 (15" RCP)

INDEX #425-052

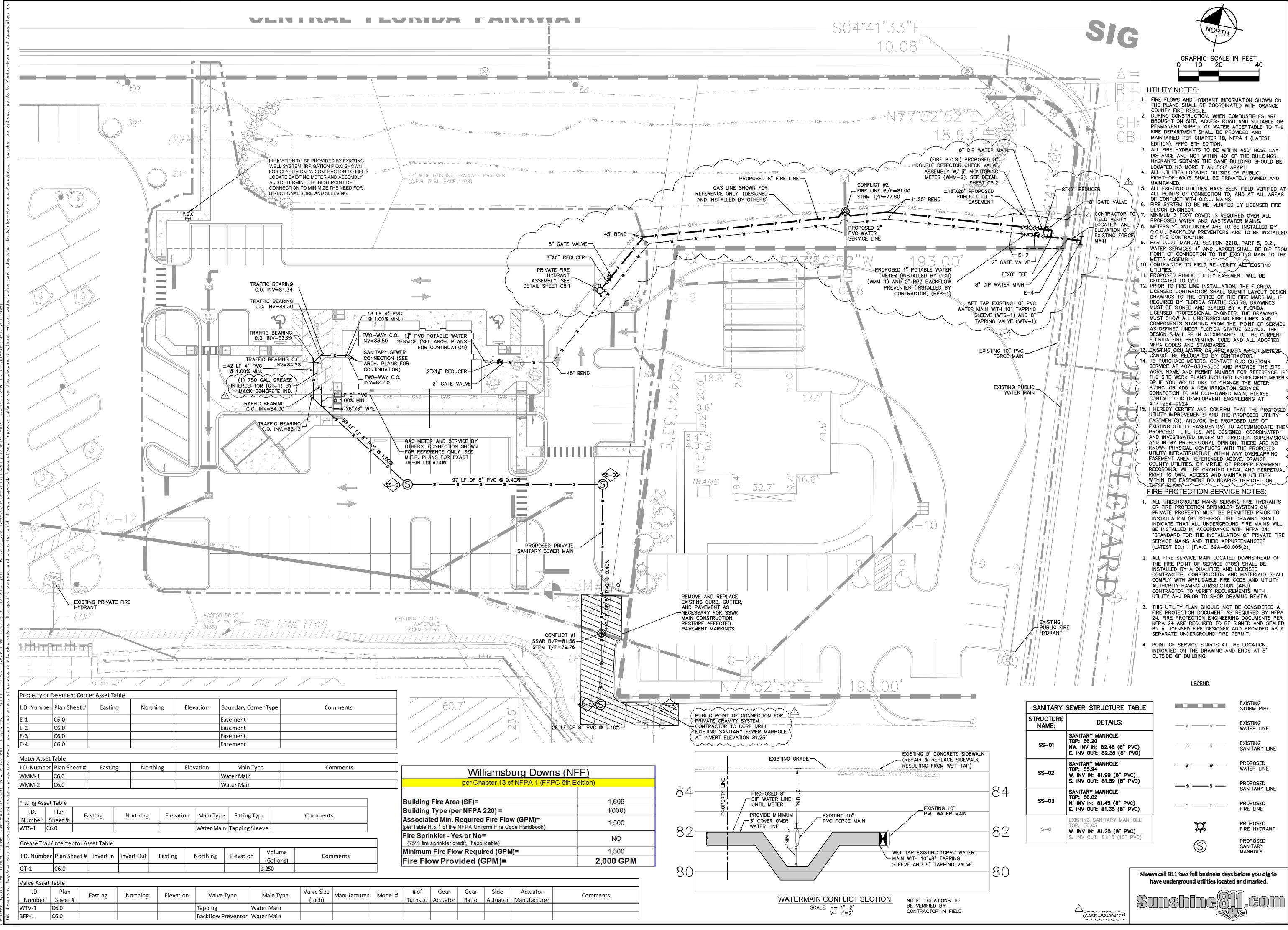
81.56 (15" RCP) OUT: 81.56 (15" RCP)

INDEX #425-052 UT: 81.50 (15" RCP)

NLET

80.38 VLET

81.32 81.32 81.32



Williamsburg Downs (NFF)					
per Chapter 18 of NFPA 1 (FFPC 6th Edition)					
Area (SF)=	1,696				
e (per NFPA 220) =	ll(000)				
<b>/lin. Required Fire Flow (GPM)=</b> of the NFPA Uniform Fire Code Handbook)	1,500				
<b>r - Yes or No=</b> <ler applicable)<="" credit,="" if="" td=""><td>NO</td></ler>	NO				
Flow Required (GPM)= 1,500					
rovided (GPM)= 2,000 GPM					

ear	Gear	Side	Actuator	Comments	
uator	Ratio	Actuator	Manufacturer	Comments	

 $\bigcirc$  $\widehat{\ }$ \* PRO Ζ Δ Ę υZ SANITARY LINE Z Ŷ UNI UNI C В Ч SANITARY LINE S  $\square$ SD SD Σ S ₹Z PREP/ CORE **WILLI** FIRE HYDRANT 

EXISTING

EXISTING

EXISTING

PROPOSED

WATER LINE

PROPOSED

PROPOSED

PROPOSED

PROPOSED

SANITARY

MANHOLE

JUUL

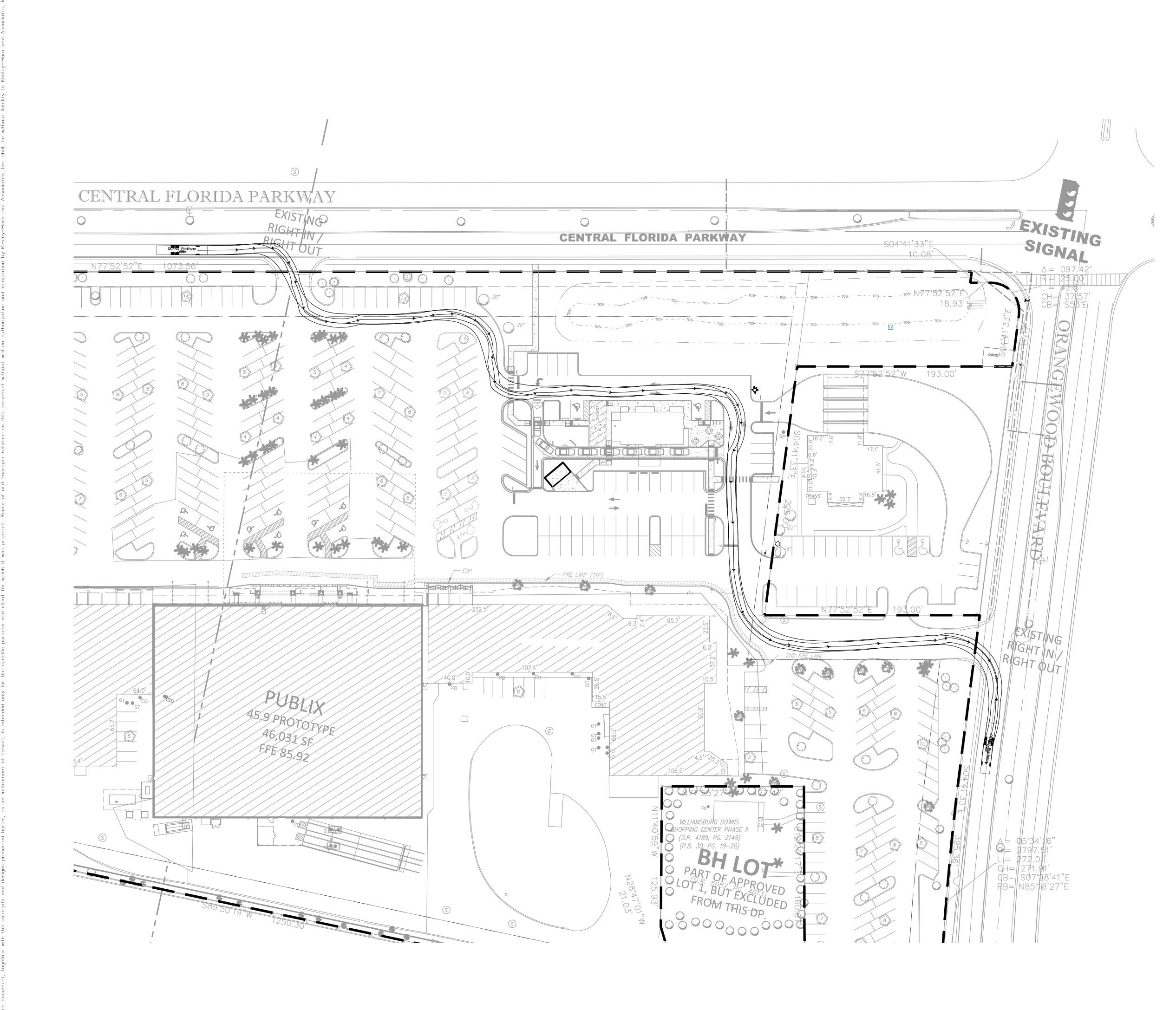
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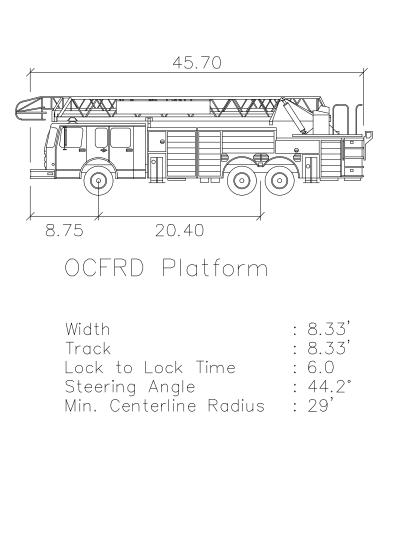
C6.0

FIRE LINE

STORM PIPE

WATER LINE





NDF						ВY
12/12/2024 NDF						DATE
$\Delta$ orange county comments						REVISIONS
	Kim av M Lorn		© 2024 KIMLEY-HORN AND ASSOCIATES, INC.	200 S. ORANGE AVENUE, SUITE 600, ORLANDO FLORIDA 32801	PHONE: 407–898–1511 WWW.KIMLFY-HORN.COM REGISTRY No. 35106	No.
KHA PROJECT LICENSED PROFESSIONAL	049333004 049333004	12/12/2024	Scale AS SHOWN	M M v	DRAWN BY BJW	CHECKED BY BJW DATE: 12/92/2024
		FIRF TRUCK		ROUTING PLAN		
(	ILLIAMSBURG					FLORIDA

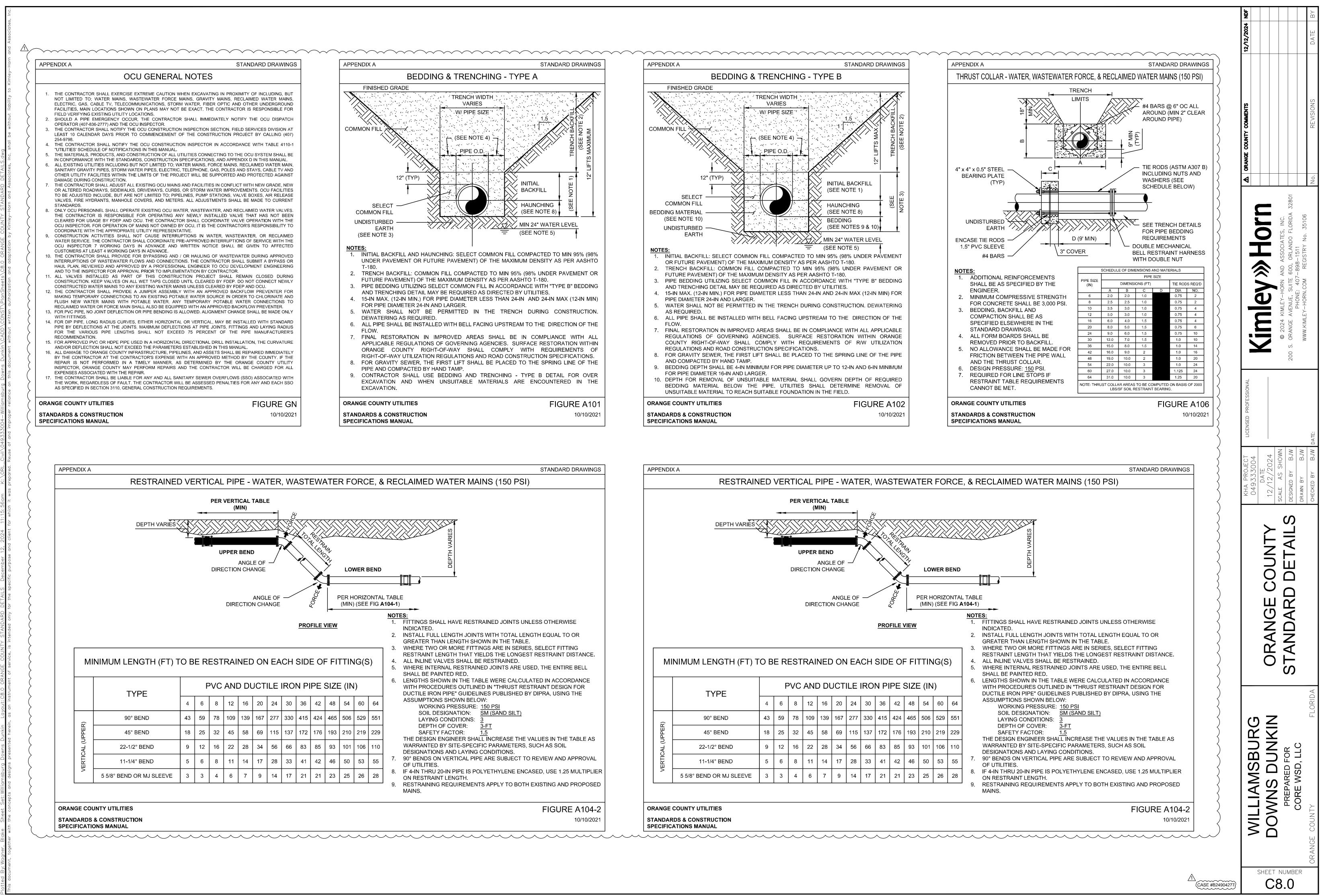
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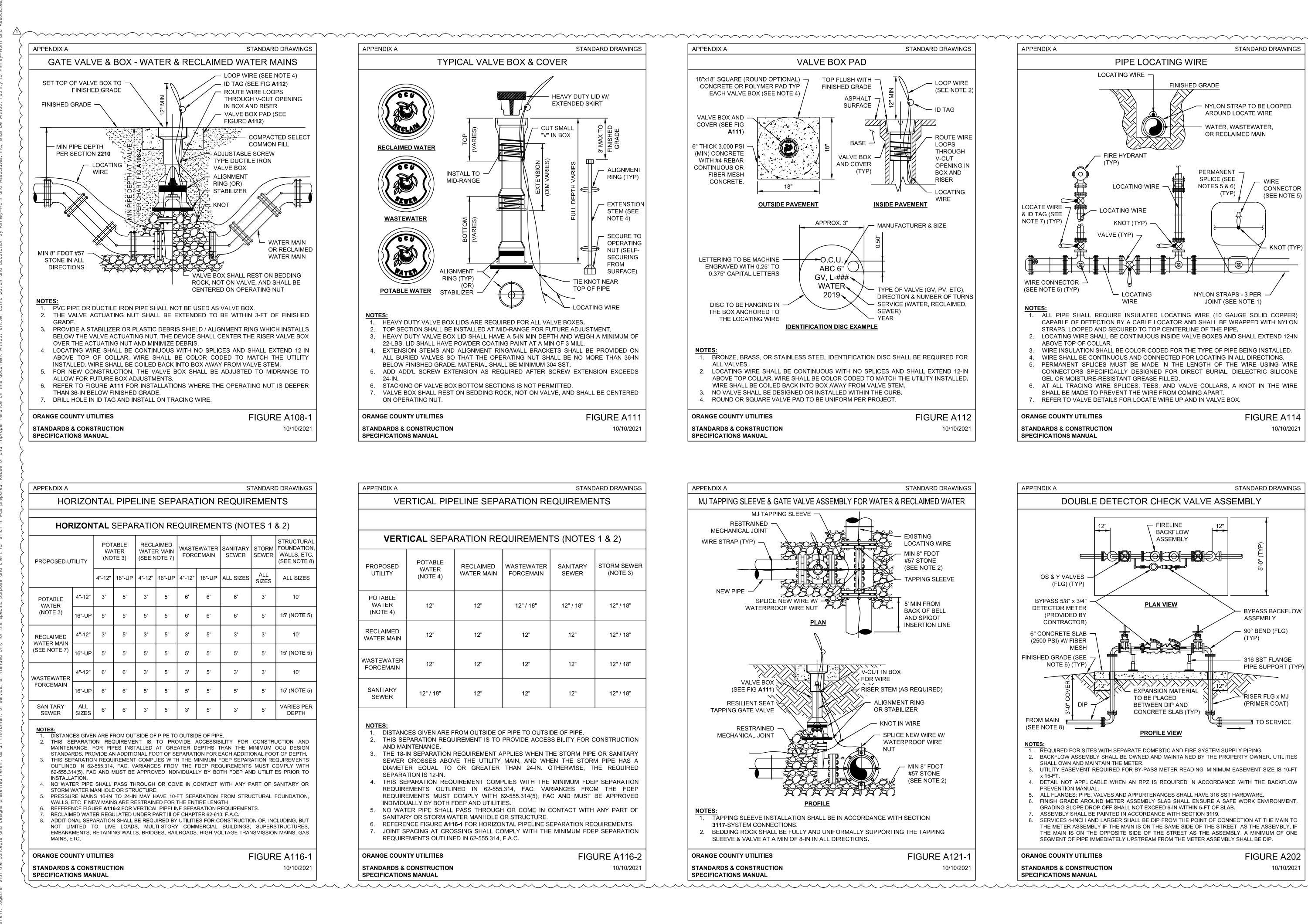
C7.0

(CASE #B24904277)

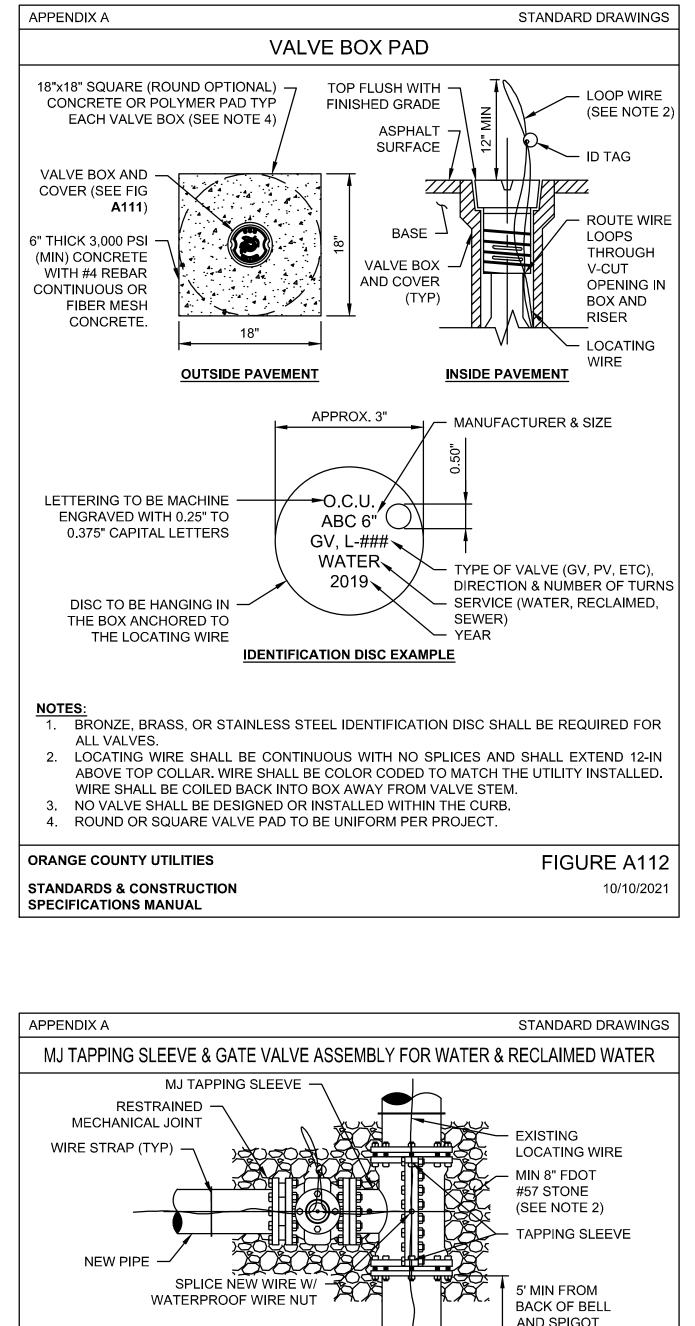


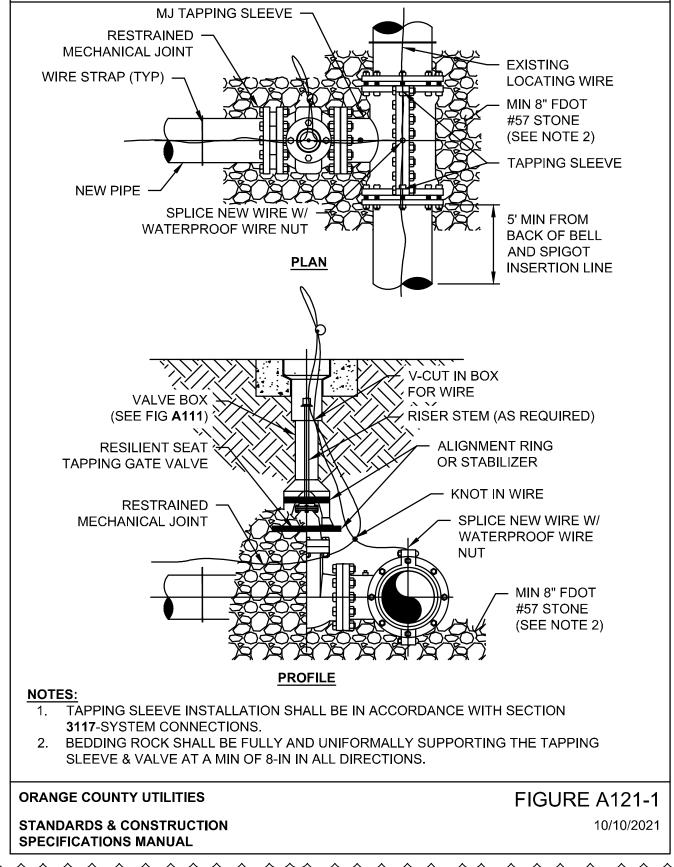
GRAPHIC SCALE IN FEET 0 20 40 80

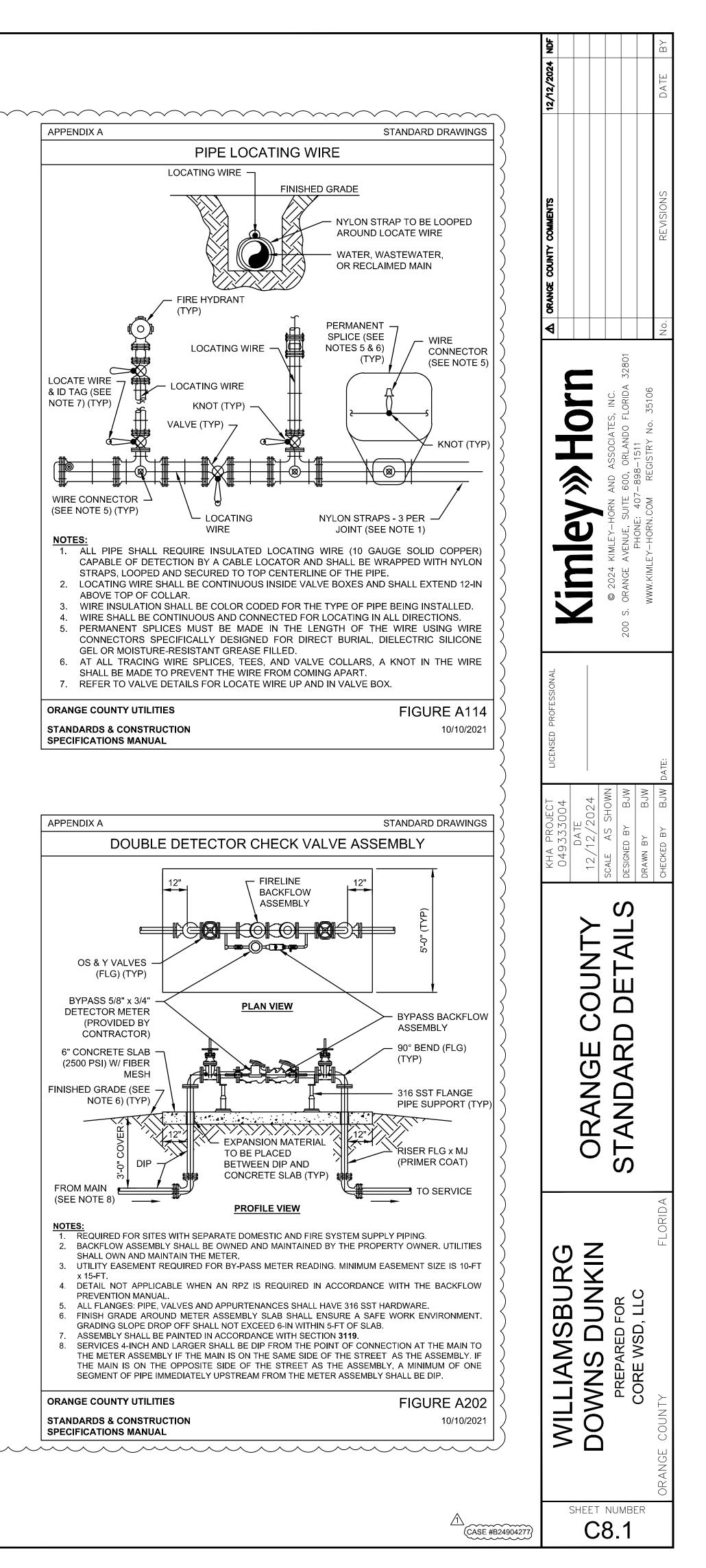


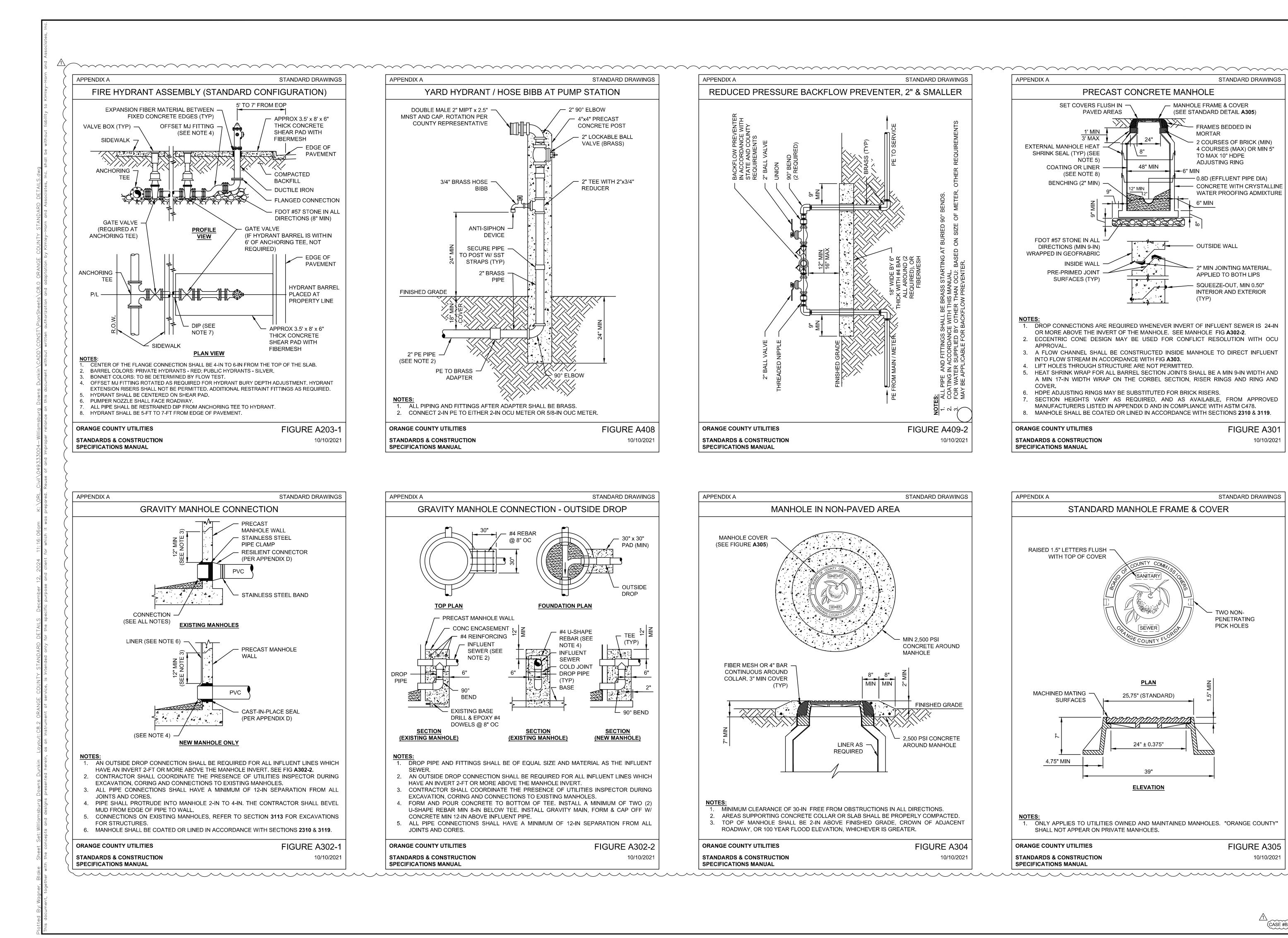


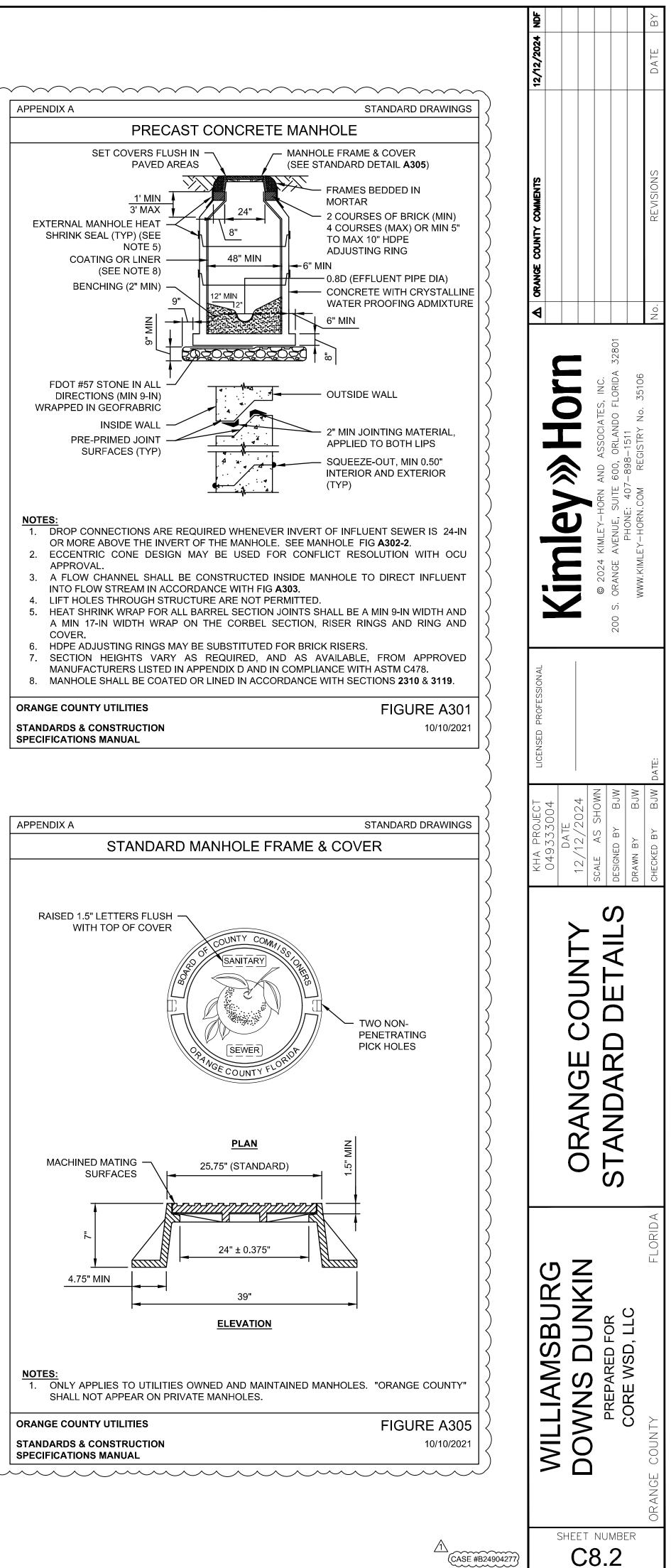
RECLAIMED WASTEWATER WATER MAIN FORCEMAIN		SANITARY SEWER	STORM SEWER (NOTE 3)
12"	12" / 18"	12" / 18"	12" / 18"
12"	12"	12"	12" / 18"
12"	12"	12"	12" / 18"
12"	12"	12"	12" / 18"

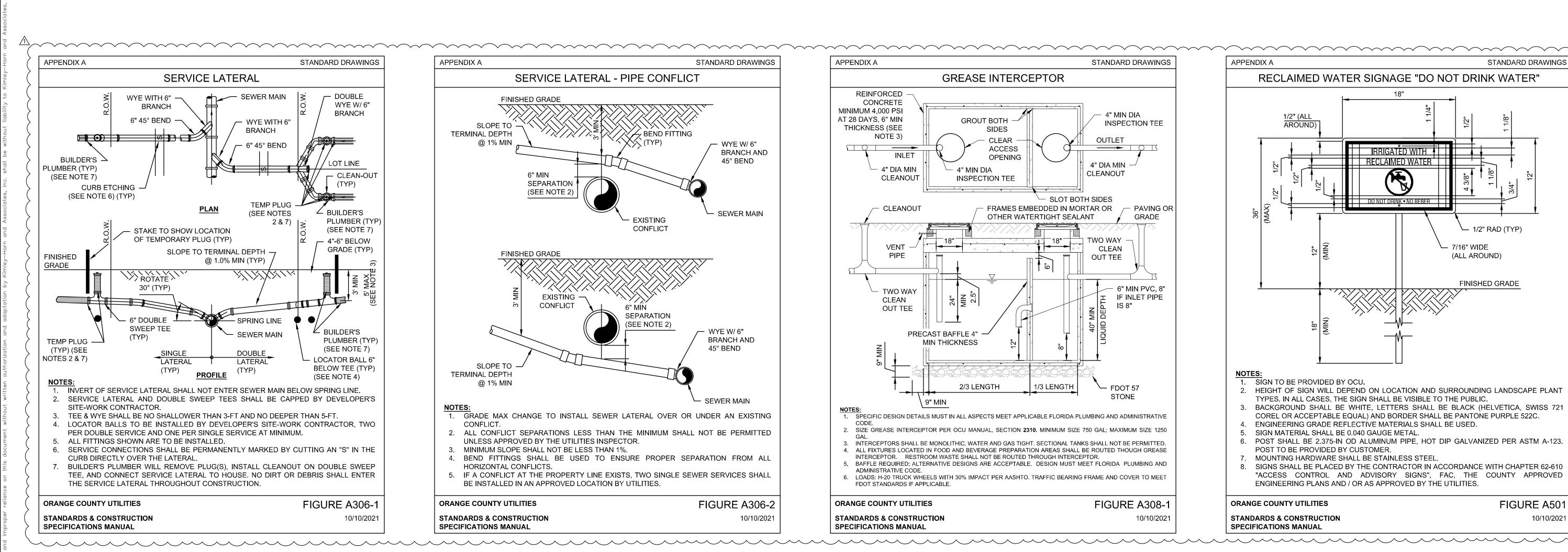


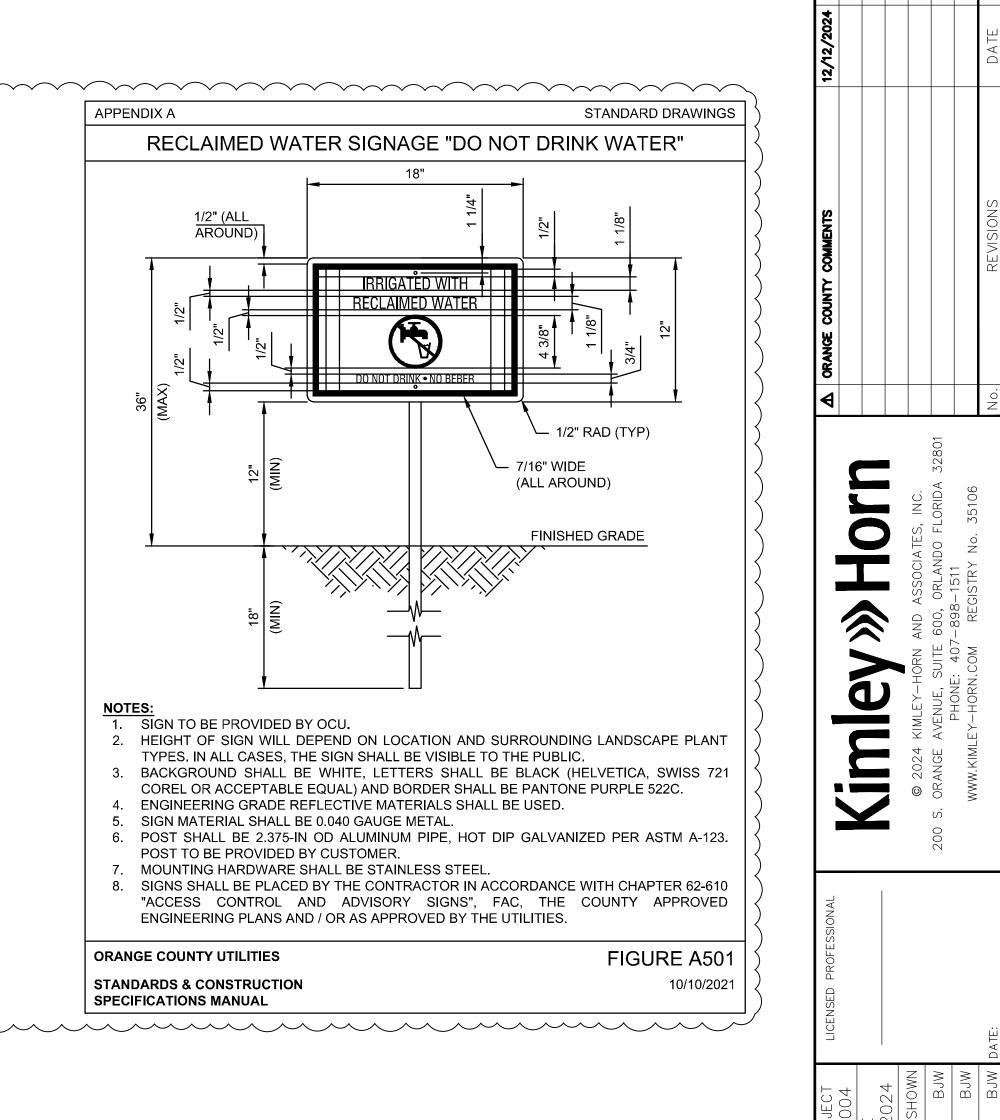


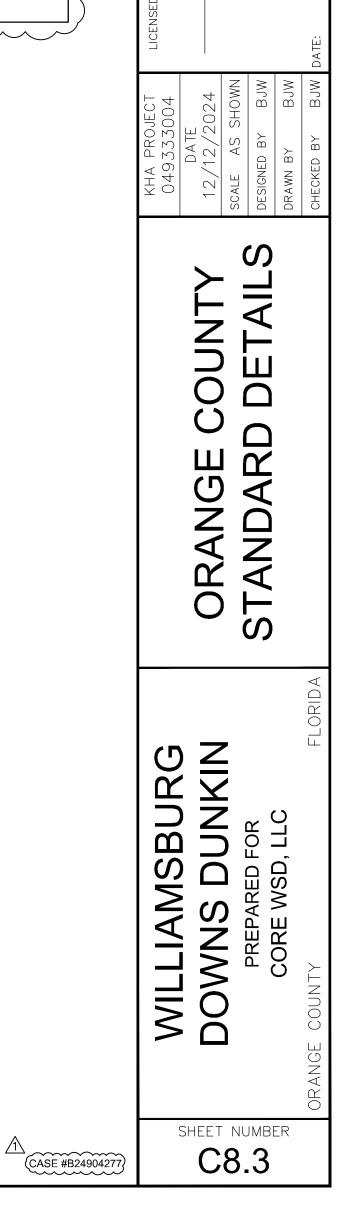


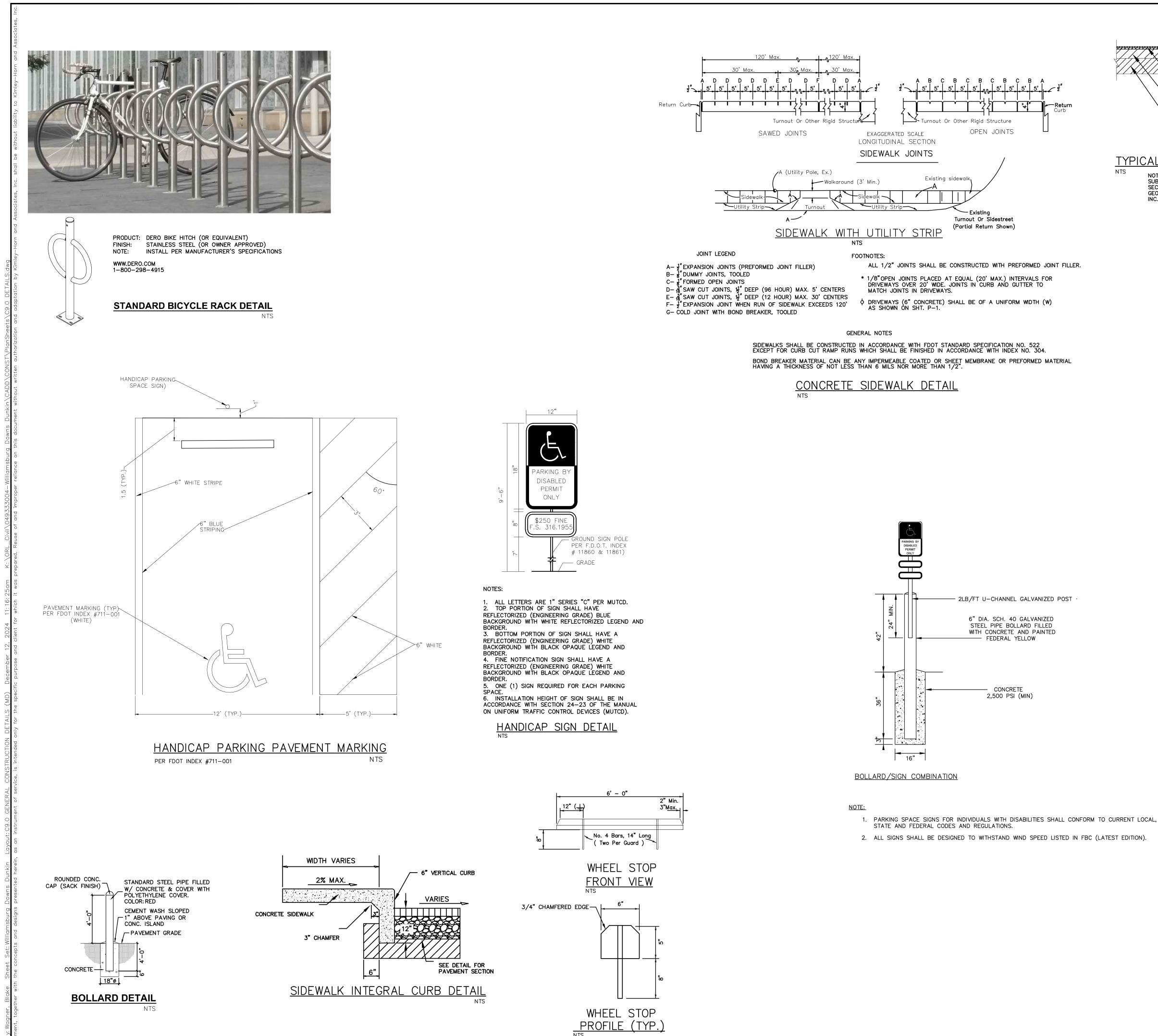


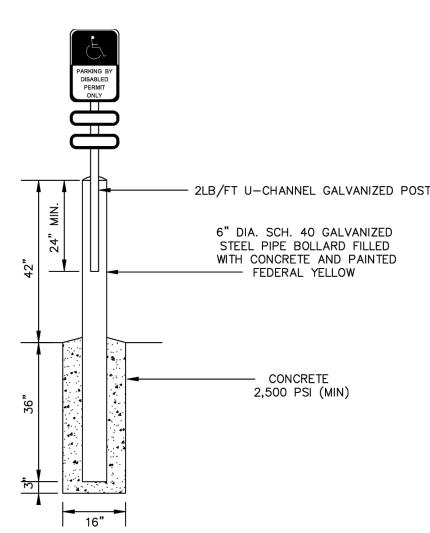


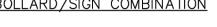






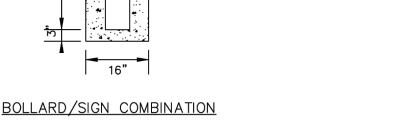


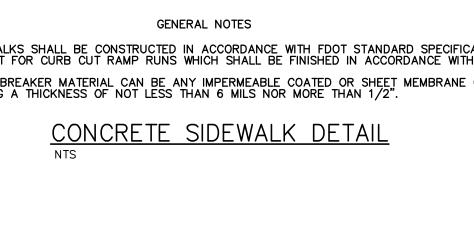


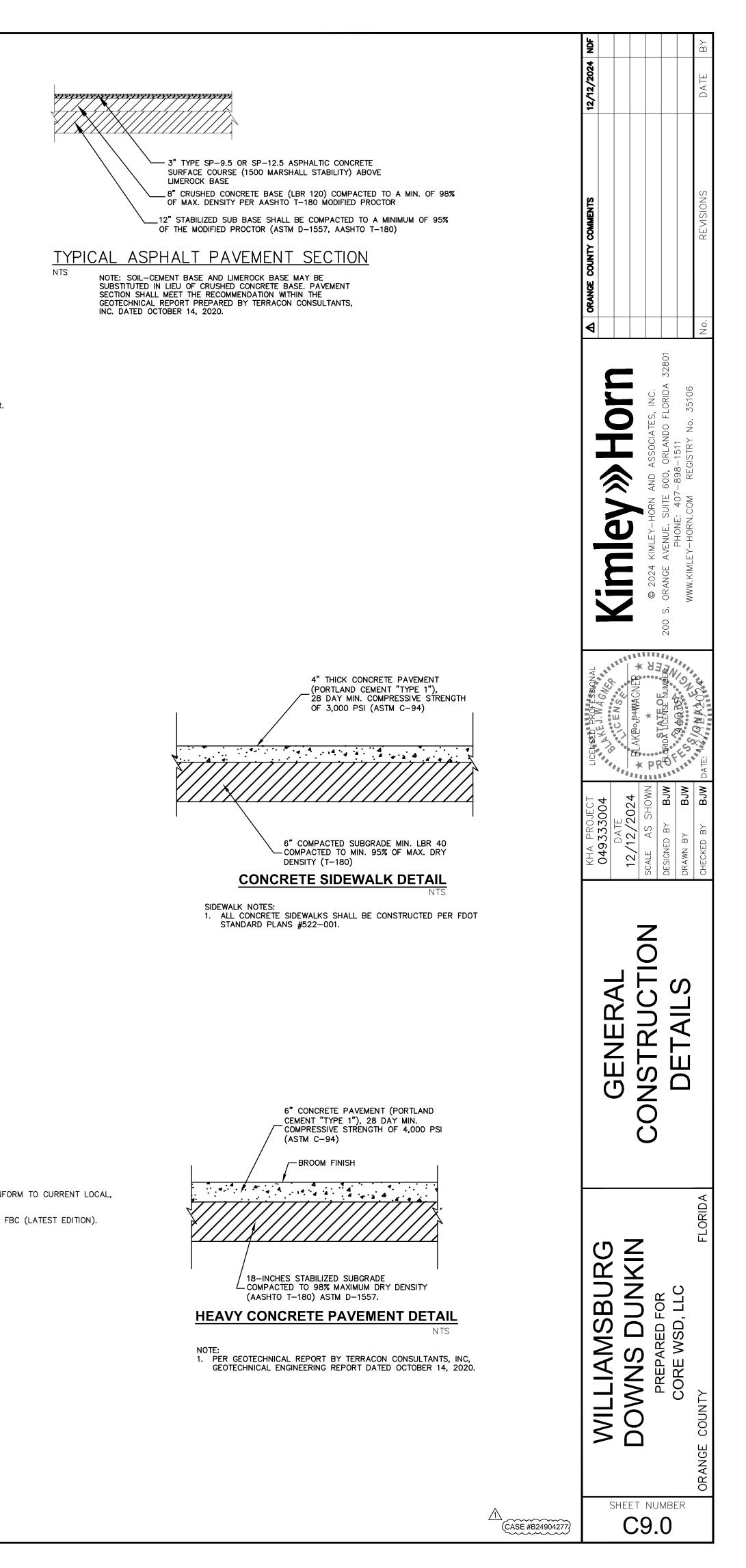


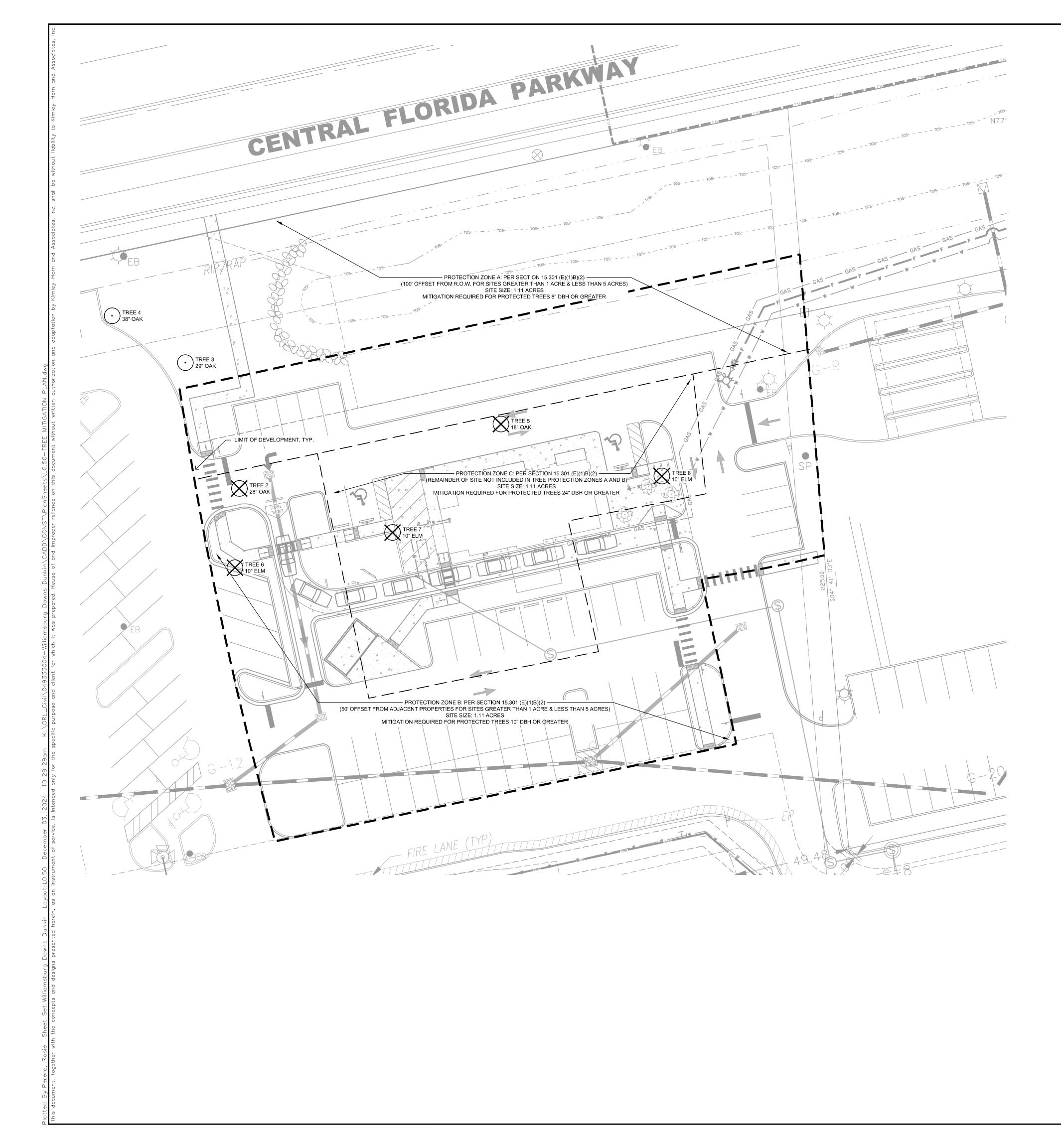










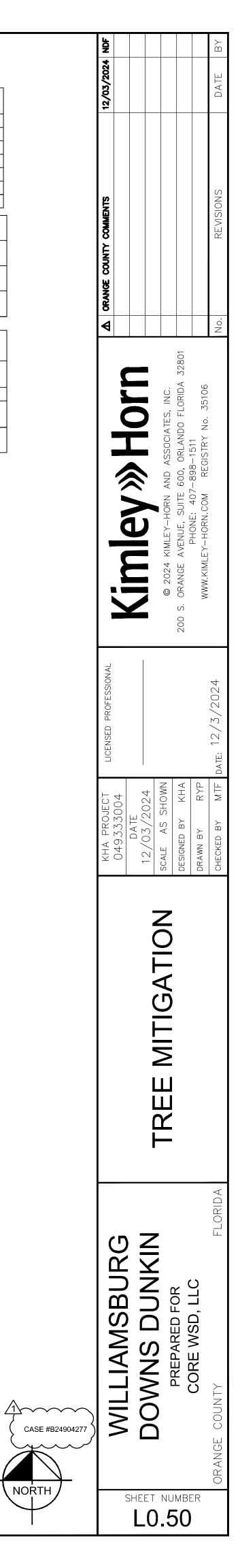


NUMBER	COMMON	SIZE (INCHES	) ACTION	ZONE	
	NAME		, Action	2011	
2	28" OAK	28	REMOVE	В	
3	29" OAK	29	REMAIN	А	
4	38" OAK	38	REMAIN	А	
5	18" OAK	18	REMOVE	С	
6	10" ELM	10	REMOVE	В	
7	10" ELM	10	REMOVE	С	
8	10" ELM	10	REMOVE	С	
TOTAL P	ROTECTED INCH	IES ON SITE			
	DING 2:1 SPECIN		105	5	
	PROTECTED INC		20		
REMOVED (INCLUDING 2:1 SPECIMEN		1 SPECIMEN	38		
TOTAL PROTECTED INCHES TO BE			67		
PRESERVED (INCLUDING 2:1					
TOT	AL INCHES REQU	JIRING	38		
REPLACEMENT					
TOTAL	MAXIMUM MIT	IGATION	99.9" (1.11 ACRES X 90")		
REQU	IRED PER SEC. 1	5-283(d)			
TOT	AL INCHES PRES	ERVED	67		
(INCLUD	ING 2:1 SPECIM	IEN TREES)	107		
BALAN	CE OF MITIGATI	ON OWED	-29	)	
TOTAL INCHES PROPOSED TO BE			116	5	
	PLANTED		110	,	
BALAN	CE OF MITIGATIO	ON OWED	0 (116 SU	RPLUS)	

NOTE: PER SEC. 15-279(a)(11) DEVELOPMENTS WITH A VALID PRELIMINARY SUBDIVISION PLAN(PSP), DEVELOPMENT PLAN OR CONSTRUCTION PLAN APPROVED PRIOR TO THE EFFECTIVE DATE OF ORDINANCE SHALL NOT BE REQUIRED TO OBTAIN A TREE REMOVAL PERMIT OR MITIGATE FOR INCHES REMOVED ON SITE. REFER TO ORANGEWOOD PD.

LEGEND:

TREE TO BE REMOVED 



GRAPHIC SCALE IN FEET 0 10 20 4

NORTH

### TREE MITIGATION SPECIFICATIONS

### A. GENERAL SITE CLEARING PHASE. CONTRACTOR SHALL ADHERE TO ALL TREE PROTECTION REQUIREMENTS LISTED IN THESE SPECIFICATIONS AND/OR THOSE LISTED IN THE CITY OR COUNTY ZONING CODE, TREE PROTECTION (LATEST EDITION). WHICHEVER IS MORE STRINGENT SHALL APPLY. E. TREE CANOPY PRUNING 2. CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION PROCEDURES WITH THE PROJECT ARBORIST PRIOR TO BEGINNING WORK. ANY AREAS SUBJECT TO EROSION MUST BE ADEQUATELY STABILIZED WITH VEGETATION MATERIAL THAT WILL, WITHIN A REASONABLE TIME FRAME, DETER SOIL DISTURBANCE. 4. NO SIGNS, BUILDING PERMITS, WIRES OR OTHER ATTACHMENTS OF ANY KIND SHALL BE ATTACHED TO ANY TREE OR PALM. GUY WIRES DESIGNED TO PROTECT TREES ARE EXCLUDED FROM THIS PROHIBITION. 5. EXISTING TREE LOCATIONS AND SIZES ARE ESTIMATES AND ARE BASED ON A SURVEY PROVIDED BY THE OWNER SELECTED SURVEYOR. 6. CONTRACTOR SHALL COORDINATE TREE REMOVAL WITH PERMITTING AGENCY AND PROJECT ARBORIST PRIOR TO CONSTRUCTION. 5. NO PERSON MAY REMOVE OR CAUSE TO BE REMOVED ANY PROTECTED TREE OR PALM WITHOUT FIRST HAVING PROCURED A PERMIT AS PROVIDED BY THE APPROPRIATE PERMITTING AGENCY. 7. FOR PROTECTED TREES OR PALMS BEING REMOVED, THE CONTRACTOR MUST GIVE THE PERMITTING AGENCY REASONABLE OPPORTUNITY TO RELOCATE TREES DESIGNATED FOR REMOVAL TO ANOTHER SITE AT THE PERMITTING AGENCY'S EXPENSE. CONTRACTOR IS RESPONSIBLE FOR POSSESSING ALL REQUIRED APPLICATOR LICENSES, BUSINESS REGISTRATIONS AND INSURANCE, PESTICIDE LABELS, AND MATERIAL DATA SAFETY SHEETS. THE CONTRACTOR IS ALSO RESPONSIBLE FOR HAVING ALL 7. SPILL CONTAINMENT MATERIALS AND REQUIRED PERSONAL PROTECTIVE EQUIPMENT FOR PESTICIDE APPLICATIONS AND CLEARANCE ZONE. ACCIDENTAL SPILLS ON SITE AT ALL TIMES. THE OWNER RESERVES THE RIGHT TO INSPECT EACH APPLICATOR AND HAVE THESE MATERIALS PRESENTED BEFORE AND DURING ANY PESTICIDE TREATMENT. WHERE TRAFFIC AREAS ARE PROPOSED WITHIN THE DRIP LINE OF PROTECTED TREES AND LESS THAN FOUR (4) INCHES OF GRADE CHANGE ARE PROPOSED, PERMEABLE SURFACES THAT ALLOW AIR AND WATER INTO THE SOIL SHOULD BE USED IN LIEU OF ASPHALT OR OTHER SUCH IMPERVIOUS SURFACES. PRESENT 10. TREE WELLS OF AN APPROVED DESIGN SHALL BE CONSTRUCTED AROUND ALL TREES TO BE PRESERVED WHEN MORE THAN FOUR INCHES OF FILL IS TO BE DEPOSITED WITHIN THE DRIP LINE AREA OF THOSE TREES. COORDINATE WITH PROJECT ARBORIST. 11. THE SEQUENCE OF TREE MITIGATION AND PRESERVATION MEASURES IS IMPERATIVE TO THE HEALTH AND SURVIVABILITY OF THE SUBJECT TREES AND SHALL BE COORDINATED WITH THE OWNER SELECTED PROJECT ARBORIST. THE DESIRED SEQUENCE IS OUTLINED BELOW: a. TREE PROTECTION FENCING. e. PRUNING CUTS THAT EXPOSE HEARTWOOD SHALL BE AVOIDED WHENEVER POSSIBLE b. ROOT PRUNING AND ROOT BARRIERS. c. CLEARING. d. TREE CANOPY PRUNING. e. FERTILIZATION. 9. f. INSECTICIDE. g. IRRIGATION. B. TREE PROTECTION FENCING PRIOR TO THE ERECTION OF ANY TREE PROTECTION FENCING, ALL FOREIGN SURFACE MATERIAL, TRASH OR DEBRIS SHALL BE REMOVED FROM THE AREA TO BE ENCLOSED BY THE FENCING. AFTER ERECTION OF THE FENCING NO SUCH MATERIAL OR LITTER SHALL BE PERMITTED TO REMAIN WITHIN THE PROTECTED AREA. TREE PROTECTION FENCING SHALL BE PLACED AROUND ALL PROTECTED TREES TO CREATE A PROTECTIVE ROOT ZONE AND SHALL REMAIN IN PLACE UNTIL SITE CLEARING, LAND ALTERATION, AND CONSTRUCTION ACTIVITIES ARE COMPLETE. NATIVE GROUND COVER AND UNDERSTORY VEGETATION EXISTING WITHIN THE PROTECTED AREA SHALL REMAIN THROUGHOUT CONSTRUCTION. OTHER DESIGNATED VEGETATION AND INVASIVE PLANT SPECIES SHALL BE REMOVED ONLY BY MANUAL LABOR 11. UTILIZING HAND TOOLS, OR BY OTHER METHODS APPROVED BY THE PROJECT ARBORIST. 4. TREE PROTECTION FENCING TYPES AND LOCATIONS SHALL BE ERECTED AS SHOWN ON THE TREE MITIGATION PLANS AND DETAILS, OR AS REQUESTED BY LOCAL AGENCY. F. FERTILIZATION 5. FINAL LOCATIONS SHALL BE COORDINATED WITH AND APPROVED BY THE PROJECT ARBORIST. 6. NO MATERIALS, EQUIPMENT, SPOIL, WASTE OR WASHOUT WATER MAY BE DEPOSITED, STORED, OR PARKED WITHIN 20 FEET OF THE TREE PROTECTION ZONE. 7. EROSION CONTROL DEVICES SUCH AS SILT FENCING, DEBRIS BASINS, AND WATER DIVERSION STRUCTURES SHALL BE INSTALLED TO PREVENT SILTATION AND/OR EROSION WITHIN THE TREE PROTECTION ZONE. ARBORIST FOR FURTHER INSTRUCTION. 8. CONSTRUCTION ACTIVITY SHALL NOT DESTROY OR IRREVERSIBLY HARM THE ROOT SYSTEM OF PROTECTED TREES. POST HOLES AND TRENCHES LOCATED CLOSE TO PROTECTED TREES SHALL BE ADJUSTED TO AVOID DAMAGE TO MAJOR ROOTS. 3. SHALL BE TREATED. DO NOT INSTALL CONDUIT, DRAIN OR IRRIGATION LINES, OR ANY UTILITY LINE WITHIN THE TREE PROTECTION ZONE WITHOUT THE APPROVAL OF THE PROJECT ARBORIST. IF LINES MUST TRAVERSE THE PROTECTION AREA, THEY SHALL BE TUNNELED OR BORED UNDER THE TREE. 10. CONTRACTOR'S ACCESS TO FENCED TREE PROTECTION AREAS WILL BE PERMITTED ONLY WITH APPROVAL OF THE PROJECT ARBORIST. 11. EXCAVATION OR GRADING REQUIRED WITHIN THE PROTECTED AREA SHALL BE LIMITED TO THREE (3) INCHES OF CUT OR FILL. COORDINATE WITH PROJECT ARBORIST. 12. STRUCTURES AND UNDERGROUND FEATURES TO BE REMOVED WITHIN THE TREE PROTECTION ZONE SHALL BE COORDINATED WITH THE PROJECT ARBORIST. 13. TREE PROTECTION FENCING AROUND TREES TO BE RELOCATED SHALL BE ERECTED UNTIL THE TREE IS READY TO BE RELOCATED AND NEW FENCING SHALL BE ERECTED AT THE TREES NEW LOCATION AND WILL REMAIN IN PLACE UNTIL ALL CONSTRUCTION ACTIVITIES ARE COMPLETE. G. INSECTICIDE 14. IF ANY DAMAGE TO TREE PROTECTION FENCING SHOULD OCCUR BY ACCIDENT OR NEGLIGENCE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMMEDIATE REPAIRS. 15. IF TEMPORARY HAUL OR ACCESS ROADS MUST PASS OVER THE PROTECTED AREA OF TREES TO BE PRESERVED, A ROAD BED OF SIX (6) INCHES OF MULCH OR GRAVEL SHALL BE CREATED TO PROTECT THE SOIL. THE ROAD BED MATERIAL SHALL BE REPLENISHED AS NECESSARY TO MAINTAIN A SIX (6) INCH ROAD BED AT ALL TIMES. CONTRACTOR SHALL REMOVE ALL SUCH MATERIALS FROM THE SITE AS SOON AS TEMPORARY ACCESS IS NO LONGER NECESSARY. 16. CONTRACTOR SHALL COORDINATE WITH THE PROJECT ARBORIST PRIOR TO THE REMOVAL OF ALL TREE PROTECTION FENCING. C. ROOT PRUNING/TRENCHING 1. TRENCHING LOCATIONS SHALL BE APPROVED IN THE FIELD BY THE PROJECT ARBORIST. H. IRRIGATION TRENCHING EQUIPMENT THAT WILL TURN AT HIGH RPM'S IS PREFERRED, AND SHALL BE APPROVED BY THE PROJECT ARBORIST. APPROVED EQUIPMENT WILL BE USED TO PERFORM ALL ROOT PRUNING OPERATIONS. A MINIMUM DEPTH OF THREE FEET IS REQUIRED. 3. INSTALL ROOT BARRIER WHERE DESIGNATED. SEE TREE MITIGATION PLAN AND DETAIL SHEETS. 4. THE TRENCH SHALL BE BACKFILLED WITH PREVIOUSLY EXCAVATED SOIL AND COMPACTED IMMEDIATELY. 5. TREES TO BE RELOCATED SHALL BE ROOT PRUNED A MINIMUM OF TWELVE (12) WEEKS PRIOR TO TREE RELOCATION. I. TREE REMOVALS WHEN THE TREE ROOT ZONE WILL BE DISTURBED, AFFECTED ROOTS MUST BE SEVERED BY CLEAN PRUNING CUTS AT THE POINT WHERE CONSTRUCTION IMPACTS THE ROOTS. D. CLEARING 1. ANY BRUSH CLEARING REQUIRED WITHIN THE TREE PROTECTION ZONE SHALL BE ACCOMPLISHED WITH HAND-OPERATED INSTALLED EQUIPMENT. 2. CONTRACTOR SHALL CLEAR ALL TREE PROTECTION AREAS OF VINES, SHRUBS, GROUND COVERS, WEEDS, SAPLINGS, AND REMOVED BY CONTRACTOR. INVASIVES LISTED ON THE LATEST EDITION OF THE FLORIDA EXOTIC PEST PLANT COUNCIL'S LIST OF INVASIVE SPECIES. 3. PROJECT ARBORIST MUST APPROVE METHODS OTHER THAN HAND CLEARING.

TYPICAL TREE MITIGATION NOTES

4. A TWO (2) INCH LAYER OF MULCH SHALL BE APPLIED OVER THE SURFACE OF EXPOSED ROOTS OF PROTECTED TREES DURING THE

1. TREE PRUNING SPECIFICATIONS SHALL BE DEFINED BASED ON SPECIFIC RECOMMENDATIONS OF THE PROJECT ARBORIST. INFORMATION PRESENTED BELOW SHOULD BE USED AS A GUIDELINE.

CONTRACTOR SHALL VISIT THE SITE WITH THE PROJECT ARBORIST TO VERIFY THE EXTENT OF REQUIRED PRUNING.

ALL PRUNING SHALL BE PERFORMED IN ACCORDANCE WITH THE RECOMMENDATIONS OF A QUALIFIED INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) CERTIFIED ARBORIST OR AN AMERICAN SOCIETY OF CONSULTING ARBORISTS (ASCA) REGISTERED CONSULTING ARBORIST (RCA).

### AT LEAST ONE MEMBER OF THE PRUNING CREW SHALL BE AN ISA CERTIFIED ARBORIST.

WHILE IN THE TREE, THE ARBORIST SHALL PERFORM AN AERIAL INSPECTION TO IDENTIFY DEFECTS THAT REQUIRE TREATMENT. ANY ADDITIONAL WORK NEEDED SHALL BE REPORTED TO THE OWNER.

PRUNING CUTS SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE ANSI A300 PRUNING STANDARD (AMERICAN NATIONAL STANDARD FOR TREE CARE OPERATIONS) AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF ANSI Z133.1 SAFETY STANDARD. PRUNING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF ISA'S "BEST MANAGEMENT PRACTICES: TREE PRUNING".

WHERE TEMPORARY CLEARANCE IS NEEDED FOR ACCESS, BRANCHES SHALL BE TIED BACK TO HOLD THEM OUT OF THE

8. NO MORE THAN 20 PERCENT OF LIVE FOLIAGE SHALL BE REMOVED WITHIN ANY TREE.

9. ALL TREES WITHIN THE PROJECT AREA SHALL BE PRUNED AS FOLLOWS:

a. LIVE BRANCH PRUNING SHOULD BE PERFORMED ONLY WHEN THE DANGER OF INSECT OR DISEASE INFESTATION IS NOT

### b. REMOVE STUBS, CUTTING OUTSIDE THE WOUND WOOD TISSUE THAT HAS FORMED AROUND THE BRANCH.

c. CLEANING, FOR THE SELECTIVE REMOVAL OF DEAD, DISEASED, BROKEN, OR CROSSING BRANCHES DOWN TO ONE INCH IN DIAMETER OR AS DIRECTED BY THE PROJECT ARBORIST.

d. PRUNING CUTS LARGER THAN 4 INCHES IN DIAMETER, EXCEPT FOR DEAD WOOD, SHALL BE AVOIDED.

ALL TREES WITH CROWNS THAT PROJECT INTO PARKING LOT/ROADWAY AREAS SHALL BE RAISED TO 14 FEET ABOVE

### FINISHED GRADE.

g. ALL TREES WITH CROWNS THAT PROJECT INTO SIDEWALK AREAS SHALL BE RAISED TO A HEIGHT OF 8 FEET ABOVE FINISHED

TREES, WHO'S ROOT SYSTEMS WILL BE IMPACTED SHALL RECEIVE THE FOLLOWING PRUNING TO COMPENSATE FOR ROOT LOSS:

a. THE LOCATION AND SIZE OF BRANCHES FOR REDUCTION SHALL BE DEFINED BY THE PROJECT ARBORIST.

b. REDUCTION, OR THE SELECTIVE PRUNING TO REDUCE TREE HEIGHT OR SPREAD.

### REDUCE END WEIGHT ON HEAVY, HORIZONTAL BRANCHES BY SELECTIVELY REMOVING SMALL DIAMETER BRANCHES, NO GREATER THAN 2 TO 3 INCHES, NEAR THE ENDS OF SCAFFOLD BRANCHES.

d. RAISING SHALL CONSIST OF SELECTIVE PRUNING TO PROVIDE VERTICAL CLEARANCE.

10. PROPOSED/REPLACEMENT TREES

### PRUNING SHALL BE LIMITED TO CLEANING.

BRUSH SHALL BE CHIPPED AND SPREAD (ONLY WHEN DISEASE OR INSECT INFESTATION IS NOT PRESENT) UNDERNEATH TREES WITHIN THE TREE PROTECTION ZONE TO A MAXIMUM DEPTH OF THREE (3) INCHES, LEAVING THE TRUNK CLEAR OF MULCH.

12. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL EXCESS DEBRIS ON A DAILY BASIS.

### 1. CONTRACTOR SHALL COORDINATE FERTILIZATION PLAN, FOLLOWING BEST MANAGEMENT PRACTICES WITH THE PROJECT ARBORIST PRIOR TO COMMENCEMENT OF WORK.

EVERY EFFORT SHALL BE MADE TO UTILIZE CHEMICALS OF AN ORGANIC OR BIODEGRADABLE NATURE IN ORDER TO OFFER THE LEAST IMPACT TO THE NATURAL ENVIRONMENT. CONTRACTOR IS RESPONSIBLE FOR MIXING, APPLYING, AND DISPOSAL OF ALL CHEMICALS IN ACCORDANCE WITH STRICT ADHERENCE TO MANUFACTURER'S SPECIFICATIONS. COORDINATE WITH PROJECT

## ONLY TREES AFFECTED BY CONSTRUCTION OR AS SHOWN ON THE TREE MITIGATION PLAN AND TREE INVENTORY SCHEDULE

4. TREES SPECIFIED TO RECEIVE FERTILIZER SHALL BE TREATED AS FOLLOWS.

a. MIX FERTILIZER ACCORDING TO MANUFACTURER'S SPECIFICATIONS INTO A TANK WITH AGITATION CAPABILITY.

b. MIX WETTING AGENT ACCORDING TO MANUFACTURER'S SPECIFICATIONS INTO SAME TANK WITH FERTILIZER. AGITATE MIX. c. INJECT THE MIXTURE WITH A HYDRAULIC INJECTION SYSTEM INTO THE UPPER 6-12 INCHES OF SOIL WITH A SOIL PROBE.

INJECT AT THE RATE OF ONE THIRD (1/3) GALLON AT EACH INJECTION SITE. d. THE CRITICAL ROOT ZONE AREA PLUS 2' BEYOND THE CRITICAL ROOT ZONE SHALL BE INJECTED, BUT NOT BEYOND ROOT

PRUNING LOCATIONS. e. FERTILIZER SHALL BE INSTALLED PRIOR TO THE INSTALLATION OF ANY AERATION SYSTEMS.

f. EMPTY PRODUCT CONTAINERS SHALL BE STOCKPILED FOR INSPECTION BY THE PROJECT ARBORIST PRIOR TO DISPOSAL.

7. NOTIFY PROJECT ARBORIST IF ANY INFESTATION IS NOTICED.

8. FOLLOW PROJECT ARBORIST'S RECOMMENDED PROCEDURES.

9. FOLLOW ALL MANUFACTURERS' RECOMMENDATIONS CONCERNING APPLICATION. READ ALL WARNING LABELS.

10. ANY PETS, AS WELL AS, THE PETS FOOD AND WATER BOWLS SHOULD BE REMOVED FROM THE AREA AND ANY SWIMMING POOLS SHOULD BE COVERED. COORDINATE WITH PROJECT ARBORIST FOR FURTHER INSTRUCTION.

11. ENSURE COMPLETE COVERAGE AND REAPPLY 2-3 MONTHS AFTER INITIAL APPLICATION UTILIZING SAME PROCEDURE.

1. EVERY EFFORT SHALL BE MADE TO WATER THE PRESERVED TREES AND TRANSPLANTS. CONTRACTOR SHALL IRRIGATE BY HAND OR BY TEMPORARY IRRIGATION.

2. IRRIGATE AS REQUIRED BY PROJECT ARBORIST UNTIL PERMANENT IRRIGATION IS INSTALLED AND OPERATING. 3. UNDERGROUND IRRIGATION SHALL NOT BE INSTALLED WITHIN THE DRIP LINES OF EXISTING TREES UNLESS ROOT PROTECTION MEASURES ARE PROVIDED AND APPROVED BY PROJECT ARBORIST.

PRIOR TO AND DURING LAND CLEARING, INCLUDING GRUBBING, ALL TREES TO BE REMOVED SHALL BE CLEARLY MARKED BY PROJECT ARBORIST WITH RED SURVEY RIBBONS AT 36 INCHES MINIMUM ABOVE GRADE.

2. CONTRACTOR SHALL REMOVE ALL TREES AS SHOWN ON THE TREE MITIGATION PLANS AFTER THE TREE PROTECTION FENCING IS

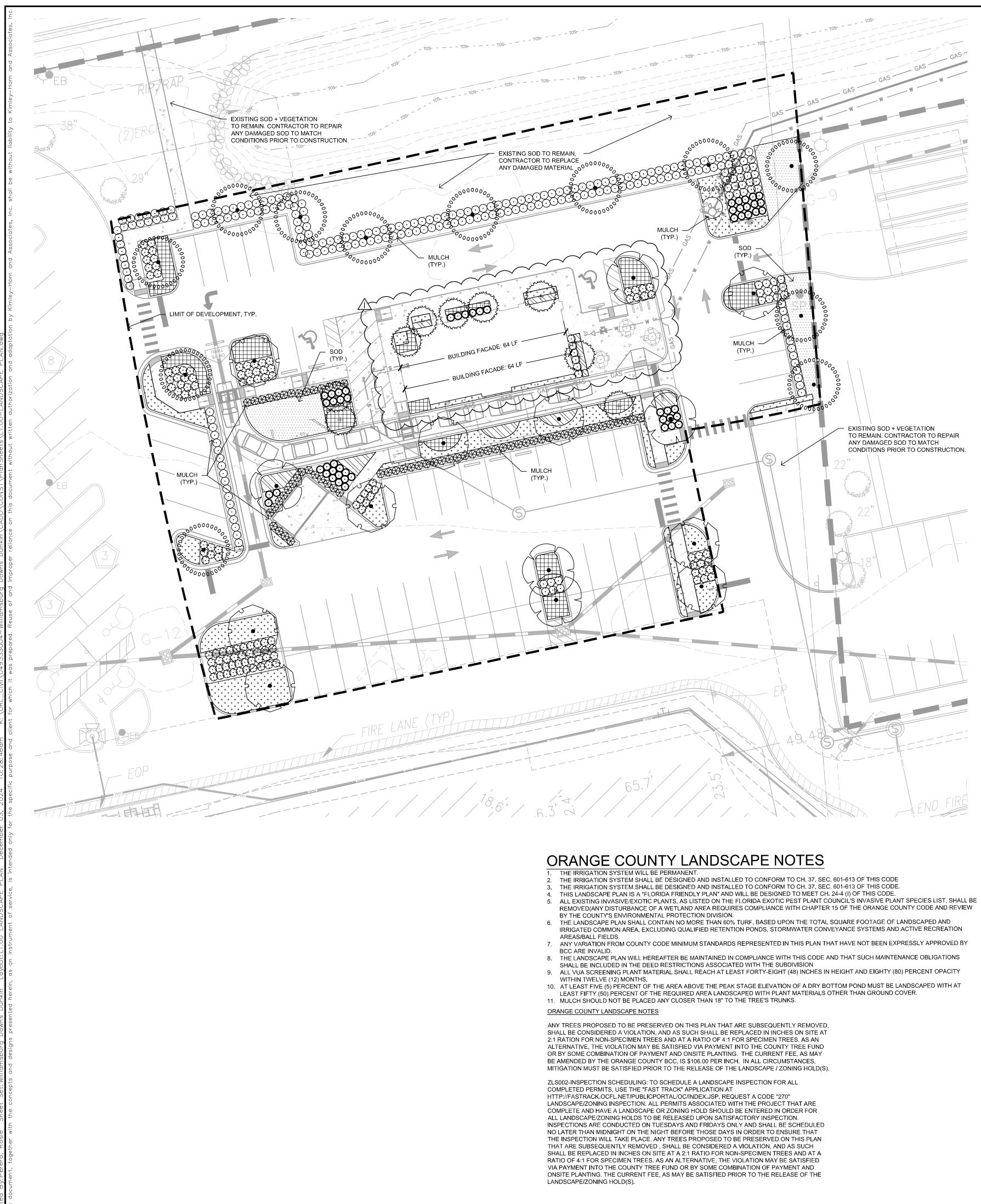
3. ALL TREES SHOWN TO BE REMOVED SHALL BE FELLED WITH A CHAIN SAW AND STUMP GROUND 6" BELOW SURFACE. ANY TREE SHOWN TO BE REMOVED THAT IS IN AN AREA WHERE COMPACTION IS CRITICAL SHALL BE FELLED WITH A CHAIN SAW AND STUMP

4. ALL WOOD AND STUMPS FROM REMOVALS SHALL BE HAULED FROM THE SITE THE SAME DAY, EXCEPT FOR TOPS. ALL TOPS ARE TO BE MULCHED AND STOCKPILED OR HAULED DIRECTLY TO MULCHED AREAS FOR RELOCATED TREES IF SCHEDULING PERMITS. TOPS

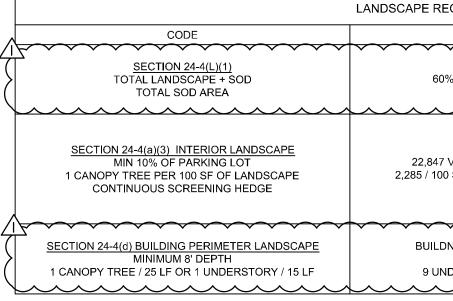
### SHALL BE CHIPPED AND PLACED IN THE TREE PROTECTION ZONE TO A DEPTH OF THREE (3) INCHES. ALL EXCESS WOOD CHIPS SHOULD BE HAULED OFF SITE AFTER TRANSPLANTING IS COMPLETE.

- 5. ALL BURN PITS IF APPLICABLE MUST BE APPROVED BY THE PROJECT ARBORIST AND OWNER.
- 6. TREES TO BE REMOVED THAT HAVE BRANCHES EXTENDING INTO THE CANOPY OF TREES TO REMAIN MUST BE REMOVED BY A QUALIFIED ISA CERTIFIED ARBORIST AND NOT BY DEMOLITION OR CONSTRUCTION CONTRACTORS. THE QUALIFIED ARBORIST SHALL REMOVE THE TREE IN A MANNER THAT CAUSES NO DAMAGE TO THE TREES AND UNDERSTORY VEGETATION TO REMAIN.
- 7. TREES TO BE REMOVED LOCATED WITHIN THE TREE PROTECTION ZONE SHALL BE REMOVED BY A QUALIFIED ISA CERTIFIED ARBORIST. THE TREES SHALL BE CUT NEAR GROUND LEVEL AND THE STUMP GROUND OUT. L. TOPSOIL
- 10. CONTRACTOR SHALL COORDINATE ALL EARTHWORK OPERATIONS WITHIN TREE PROTECTION AREAS WITH THE PROJECT ARBORIST PRIOR TO BEGINNING WORK.
- 11. ALL TOPSOIL SHALL BE NATURAL, FRIABLE, FERTILE, FINE LOAMY SOIL POSSESSING CHARACTERISTICS OF REPRESENTATIVE TOPSOIL IN THE VICINITY THAT PRODUCES HEAVY GROWTH.
- 12. TOPSOIL, PH RANGE OF 5.5 TO 7.0, 3-5 PERCENT ORGANIC MATERIAL MINIMUM, FREE FROM SUBSOIL, OBJECTIONABLE WEEDS, LITTER, SODS, STIFF CLAY, STONES LARGER THAN ONE (1) INCH IN DIAMETER, STUMPS, ROOTS, TRASH, TOXIC SUBSTANCES, OR ANY OTHER MATERIAL WHICH MAY BE HARMFUL TO PLANT GROWTH.
- 13. VERIFY AMOUNT STOCKPILED IF ANY, AND SUPPLY ADDITIONAL AS NEEDED FROM NATURALLY WELL-DRAINED SITES WHERE TOPSOIL OCCURS AT LEAST FOUR (4) INCHES DEEP. DO NOT OBTAIN TOPSOIL FROM BOGS OR MARSHES.
- 14. PROJECT ARBORIST SHALL APPROVE ALL TOPSOIL PRIOR TO PLACEMENT.
- M. REPAIR OF DAMAGED TREES
- 1. IF DAMAGE TO ANY TREE SHOULD OCCUR BY ACCIDENT OR NEGLIGENCE DURING THE CONSTRUCTION PERIOD, THE PROJECT ARBORIST SHALL APPRAISE THE DAMAGE AND MAKE RECOMMENDATIONS TO THE OWNER FOR REPAIR BY THE CONTRACTOR.
- IF ANY TREE DESIGNATED TO BE SAVED IS REMOVED FROM THE SITE WITHOUT PERMISSION OF THE OWNER'S REPRESENTATIVE, 2. THE PROJECT ARBORIST SHALL APPRAISE THE TREE AND MAKE RECOMMENDATIONS TO THE OWNER FOR REPLACEMENT BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF THE TREE AND ANY FEES THAT MAY BE ASSESSED TO THE OWNER BY THE GOVERNING AGENCY.

	12/03/2024     NDF       12/03/2024     NDF
	A CRANCE COUNTY COMMENTS CONNENTS No.
	Simpley       Horn         © 2024 KIMLEY-HORN AND ASSOCIATES, INC.         200 S. ORANGE AVENUE, SUITE 600, ORLANDO FLORIDA 32801         PHONE: 407-898-1511         WWW.KIMLEY-HORN.COM
	CT LICENSED PROFESSIONAL 24 OWN KHA RYP MTF DATE: 12/3/2024
	KHA PROJECT 049333004 DATE 12/03/2024 SCALE AS SHOWN PESIGNED BY KHA DRAWN BY RYP CHECKED BY MTF
	TREE MITIGATION SPECIFICATIONS
CASE #B24904277	WILLIAMSBURG WILLIAMSBURG DOWNS DUNKIN PREPARED FOR PREPARED FOR CORE WSD, LLC ORANGE COUNTY FLORIDA
	SHEET NUMBER



PLANT SCHEDULE							
SYMBOL	CODE	<u>QTY</u>	BOTANICAL NAME	COMMON NAME	<u>CONT</u>	CAL	SIZE
CANOPY T	REE						
	AF	5	ACER RUBRUM `FLORIDA FLAME` SINGLE LEADER, STRAIGHT, FULL, FL #1	FLORIDA FLAME RED MAPLE	FG	4" CAL MIN	12` HT., 4` SPR.
00000000000000000000000000000000000000	QC	12	QUERCUS VIRGINIANA SINGLE LEADER, STRAIGHT, FULL, FL #1	LIVE OAK	FG	4" CAL MIN	12` HT., 4` SPR.
e e e e e e e e e e e e e e e e e e e	UP	9	ULMUS PARVIFOLIA `DRAKE` STRAIGHT, SINGLE LEADER. FL #1	DRAKE ELM	FG	4" CAL MIN	12` HT., 4` SPR.
PALM							
John Contraction	SA	9	SABAL PALMETTO STRAIGHT, SLICK, SINGLE LEADER, FL #1	SABAL PALM	FG	-	12` CT
<u>SYMBOL</u>	CODE	<u>QTY</u>	BOTANICAL NAME	COMMON NAME	<u>CONT</u>	<u>SIZE</u>	<u>SPACING</u>
SHRUBS							
· s	HC	44	HAMELIA PATENS `COMPACTA` FULL	DWARF FIREBUSH	3 GAL	36" OC	24" HT MIN
MUNULLE E	PA2	54	PENNISETUM SETACEUM `ALBA` FULL	WHITE FOUNTAIN GRASS	3 GAL	36" OC	24" HT MIN
$(\cdot)$	PI	115	PLUMBAGO AURICULATA `IMPERIAL BLUE` FULL	PLUMBAGO	3 GAL	36" OC	24" HT MIN
$\overline{\mathbf{A}}$	РМ	67	PODOCARPUS MACROPHYLLUS FULL	YEW PINE	7 GAL	36" OC	36" HT MIN
$\overline{\mathbf{\cdot}}$	VO	211	VIBURNUM OBOVATUM FULL	WALTER'S VIBURNUM	3 GAL	36" OC	30" HT MIN
GROUND	COVERS						
+ + + + + + + + + + + + + + + + + + + +	AE	987	ARACHIS GLABRATA `ECOTURF` FULL	PERENNIAL PEANUT	1 GAL	12" FULL	18" OC
	LG	281	LIRIOPE MUSCARI `EVERGREEN GIANT` FULL	EVERGREEN GIANT LILYTURF	1 GAL	14" FULL	24" OC
	ТV	175	TULBAGHIA VIOLACEA FULL	SOCIETY GARLIC	1 GAL	12" FULL	18" OC
SOD							
	SF	1,171 SF	STENOTAPHRUM SECUNDATUM `FLORITAM` ROLLED TIGHT, 100% INSECT / WEED / DISEASE / DEBRIS FREE	FLORITAM ST. AUGUSTINE SOD	SOD	-	-
MISC.		<u>QTY</u>	BOTANICAL/COMMON NAME	SPECIFICATIONS			
MULCH		TBD	EUCALYPTUS MULCH	3" DEPTH MINIMUM, SHREDDED, F	REE OF WEE	DS/INVASIVE P	LANT MATERIAL



LANDSCAPE NOTES:

- 1. ALL LANDSCAPE MATERIAL TO BE FLORIDA GRADE #1 OR BETTER QUALITY
- 2. ALL LANDSCAPED AREAS ARE TO RECEIVE A MINIMUM OF 4" OF TOPSOIL.
- 3. ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, AND FREE OF PESTS AND DISEASE.
- 4. ALL MATERIALS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION.
- 5. ALL TREES MUST BE GUYED OR STAKED AS SHOWN IN THE DETAILS.
- 6. ALL PLANTING AREAS SHALL BE COMPLETELY MULCHED AS SPECIFIED.
- 7 APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE CONSTRUCTION.
- 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.
- 9. CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERY SCHEDULE AND PROTECTION BETWEEN DELIVERY AND PLANTING TO MAINTAIN HEALTHY PLANT CONDITIONS.
- PERIOD.
- QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.

- FLORIDA, DEPARTMENT OF AGRICULTURE.
- 16. ALL LANDSCAPE AREAS WILL BE PROVIDED WITH PERMANENT AUTOMATIC IRRIGATION SYSTEM.
- 17. TREE SUPPORT MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS "ESTABLISHED" (AS APPROVED BY THE LANDSCAPE ARCHITECT).
- STRINGENT SPECIFICATION.

EQUIREMENTS	
REQUIRED	PROPOSED
0% MAX. = 5,460 SF	7,929 LANDSCAPE + 1,171 SOD = 9,100 SF 1,171 SF SOD= 13%
7 VUA X 10% = 2,285 SF 00 SF = 23 CANOPY TREES	4,181 SF 26 CANOPY TREES
DNG FACADES: 128 LF 1,024 SF NDERSTORY/ PALMS	1,242 SF TOTAL 9 PALMS

PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR 1) TO VERIFY

THE LOCATIONS OF UTILITY LINES AND ADJACENT TO THE WORK AREA 2) TO PROTECT ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD 3) TO REPAIR ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FULLY MAINTAINING (INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, ETC.) ALL OF THE PLANT MATERIALS AND LAWN FOR THE WARRANTY

11. ANY PLANT MATERIAL WHICH IS DISEASED, DISTRESSED, DEAD, OR REJECTED (PRIOR TO SUBSTANTIAL COMPLETION) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES,

12. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR THE WARRANTY PERIOD. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS DURING THE NORMAL PLANTING SEASON. 13. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.

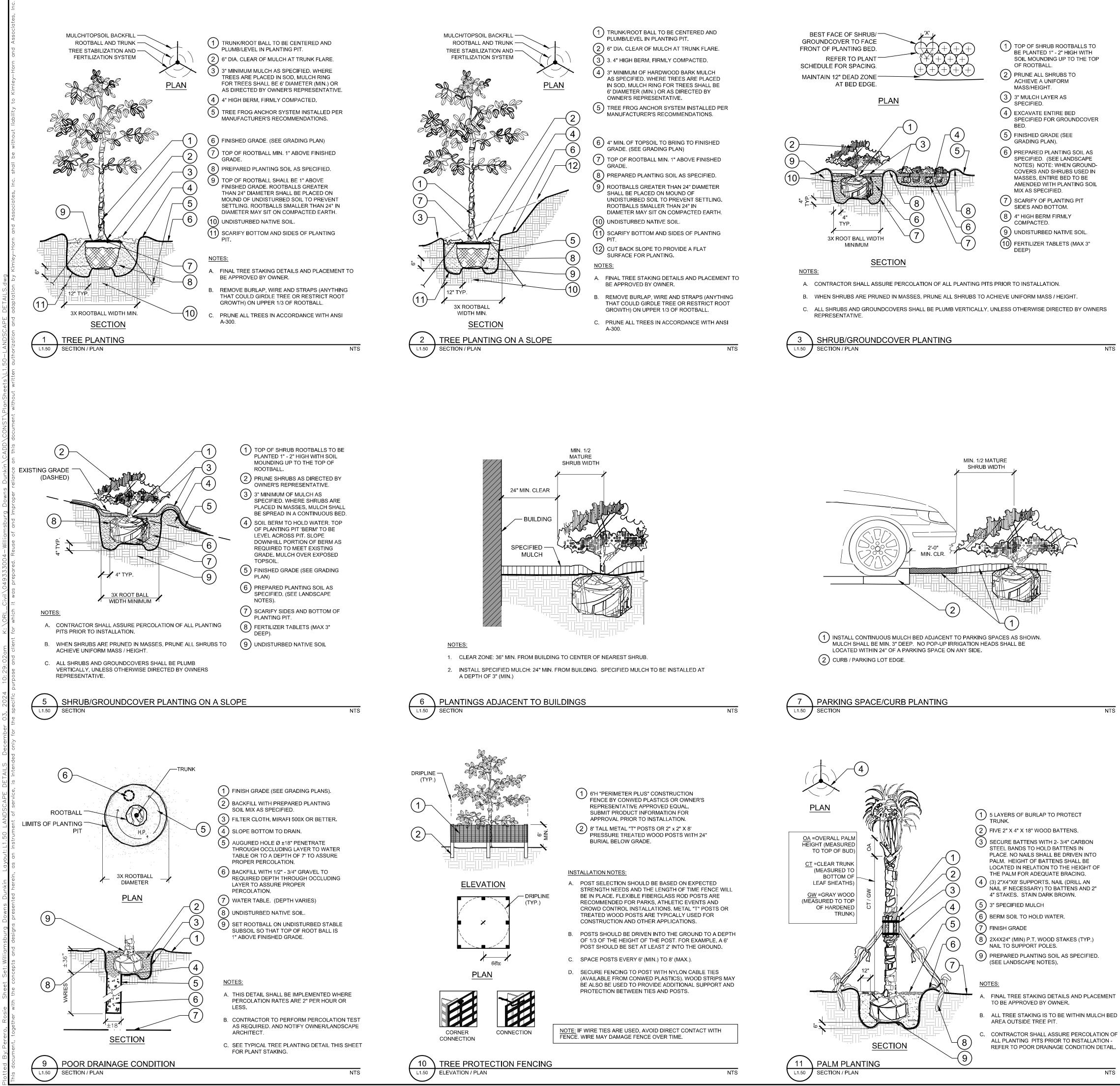
14. ALL LANDSCAPING SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES, AND SHALL BE FLORIDA NO. 1 OR BETTER AS GIVEN IN "GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I AND II," STATE OF

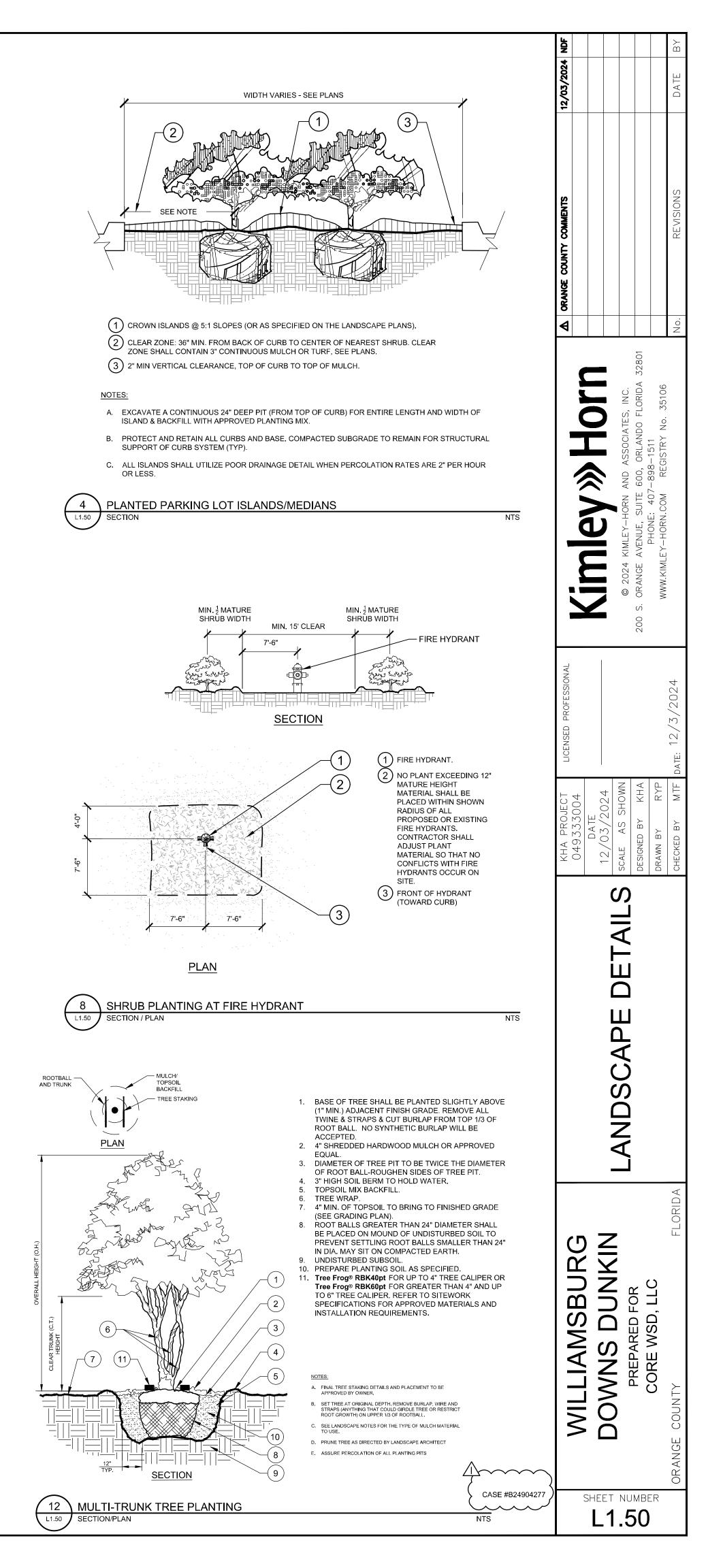
15. ALL INVASIVE / EXOTIC SPECIES AND PROHIBITED TREE SPECIES SHALL BE REMOVED FROM SITE, INCLUDING ROOT BALLS TO THE EXTENT POSSIBLE WITH NO DAMAGE TO ADJACENT EXISTING TREES.

18. ALL PLANT SPECIFICATIONS IN THE PLANT SCHEDULE SHALL BE CONSIDERED THE MINIMUM ALLOWABLE SPECIFICATIONS. CONTRACTOR SHALL PROCURE PLANT MATERIALS AND UPSIZE AS NECESSARY TO MEET THE MOST

	12/03/2024     NDF       12/03/2024     NDF       DATE     DATE
	▲       ORANGE COUNTY COMMENTS         No.       REVISIONS
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### GENERAL LANDSCAPE SPECIFICATIONS AND NOTES

- A. SCOPE OF WORK
- THE WORK CONSISTS OF: FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS SPECIFIED
- 2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL CONTRACT PLANTING AREAS UNTIL CERTIFICATION OF ACCEPTANCE BY THE
- B. PROTECTION OF EXISTING STRUCTURES
- 1. ALL EXISTING BUILDINGS, WALKS, WALLS, PAVING, PIPING, OTHER SITE CONSTRUCTION ITEMS, AND PLANTING ALREADY COMPLETED OR ESTABLISHED AND DESIGNATED TO REMAIN SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER, AT NO COST TO THE
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL NECESSARY BMP DEVICES ACCORDING TO ALL REGULATORY AGENCY'S STANDARDS THROUGH THE DURATION OF ALL CONSTRUCTION ACTIVITIES.
- THE CONTRACTOR SHALL SUBMIT A DETAILED PROJECT SPECIFIC WORK ZONE TRAFFIC CONTROL PLAN UNLESS THE WORK REQUIRES NOTHING MORE THAN A DIRECT APPLICATION OF FDOT DESIGN STANDARDS, INDEX 600. IF A DIRECT APPLICATION OF INDEX 600 IS PROPOSED, THE CONTRACTOR SHALL SUBMIT IN WRITING A STATEMENT INDICATING THE STANDARD INDEX AND PAGE NUMBER NO LESS THAN 10 BUSINESS DAYS PRIOR TO START OF CONSTRUCTION. WHEN A DIRECT APPLICATION OF FDOT STANDARD INDEX 600 IS NOT ACCEPTABLE A PROJECT SPECIFIC WORK ZONE TRAFFIC CONTROL PLAN SHALL BE PREPARED BY A FLORIDA PROFESSIONAL ENGINEER WHO HAS SUCCESSFULLY COMPLETED ADVANCED TRAINING IN MAINTENANCE OF TRAFFIC, AS DEFINED BY FDOT FOR APPROVAL BY THE COUNTY ENGINEER'S REPRESENTATIVE
- 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, WHETHER PUBLIC OR PRIVATE, PRIOR TO EXCAVATION. THE INFORMATION AND DATA SHOWN WITH RESPECT TO EXISTING UNDERGROUND FACILITIES AT OR CONTIGUOUS TO THE SITE IS APPROXIMATE AND BASED ON INFORMATION FURNISHED BY THE OWNER OF SUCH UNDERGROUND FACILITIES OR ON PHYSICAL APPURTENANCES OBSERVED IN THE FIELD. THE OWNER AND DESIGN PROFESSIONAL SHALL NOT BE RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF ANY SUCH INFORMATION OR DATA. THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR; REVIEWING AND CHECKING ALL SUCH INFORMATION AND DATA; LOCATING ALL UNDERGROUND FACILITIES DURING CONSTRUCTION; THE SAFETY AND PROTECTION THEREOF; REPAIRING ANY DAMAGE THERETO RESULTING FROM THE WORK. THE COST OF ALL WILL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE CONTRACT PRICE. THE CONTRACTOR SHALL NOTIFY ANY AFFECTED UTILITY COMPANIES OR AGENCIES IN WRITING AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
- C. PROTECTION OF EXISTING PLANT MATERIALS
  - THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS EXISTING OR OTHERWISE, CAUSED BY CARELESS EQUIPMENT OPERATION, MATERIAL STOCKPILING, ETC... THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIP-LINE AND SPILLING OIL, GASOLINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIP-LINE. NO MATERIALS SHALL BE BURNED ON SITE. EXISTING TREES KILLED OR DAMAGED SO THAT THEY ARE MISSHAPEN AND/OR UNSIGHTLY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF THREE HUNDRED DOLLARS (\$300) PER CALIPER INCH ON AN ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY (20) PERCENT PER INCH OVER FOUR (4) INCHES CALIPER AS FIXED AND AGREED LIQUIDATED DAMAGES. CALIPER SHALL BE MEASURED SIX (6) INCHES ABOVE GROUND LEVEL FOR TREES UP TO AND INCLUDING FOUR (4) INCHES IN CALIPER AND TWELVE (12) INCHES ABOVE GROUND LEVEL FOR TREES OVER FOUR (4) INCHES IN CALIPER.
- 2. SEE TREE MITIGATION PLAN AND NOTES, IF APPLICABLE
- D. MATERIALS
- GENERAL
  - MATERIAL SAMPLES LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL, ON SITE OR AS DETERMINED BY THE OWNER. UPON APPROVAL, DELIVERY OF MATERIALS MAY COMMENCE.

MATERIAL	SAMPLE SIZE
MULCH	ONE (1) CUBIC FOOT
TOPSOIL MIX	ONE (1) CUBIC FOOT
PLANTS	ONE (1) OF EACH VARIETY (OR TAG

ONE (1) OF EACH VARIETY (OR TAGGED IN NURSERY) PLAN 15

- 2. PLANT MATERIALS
- a. PLANT SPECIES AND SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS, LATEST EDITION, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND DNSUMER SERVICES. ALL PLANTS SHALL BE FLORIDA GRADE NO. 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. ALL PLANTS SHALL BE HEALTHY, VIGOROUS, SOUND, WELL-BRANCHED, AND FREE OF DISEASE AND INSECTS, INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER. WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY WITH APPROVAL FROM OWNER OR OWNER'S REPRESENTATIVE. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN PERMISSION FROM THE OWNER'S REPRESENTATIVI
- b. MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE GROUND OR ACROSS THE NORMAL SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.
- c. INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY. SUCH APPROVAL SHALL NOT IMPAIR THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF ROOT BALLS OR ROOTS, LATENT DEFECTS OR INJURIES. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.
- E. SOIL MIXTURE (PLANTING MEDIUM, PLANTING MIX, TOPSOIL MIX)
- 1. CONTRACTOR SHALL TEST EXISTING SOIL AND AMEND AS NECESSARY IN ACCORDANCE WITH THE GUIDELINES BELOW:
- SOIL MIXTURE (PLANTING MEDIUM FOR PLANT PITS) SHALL CONSIST OF TWO PARTS OF TOPSOIL AND ONE PART SAND, AS DESCRIBED BELOW. CONTRACTOR TO SUBMIT SAMPLES AND PH TESTING RESULTS OF SOIL MIXTURE FOR OWNER'S REPRESENTATIVE APPROVAL PRIOR TO PLANT INSTALLATION OPERATIONS COMMENCE
- a. TOPSOIL FOR USE IN PREPARING SOIL MIXTURE FOR BACKFILLING PLANT PITS SHALL BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER; ASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH WEEDS AND OTHER LITTER; FREE OF ROOTS, STUMPS, STONES LARGER THAN 2" IN ANY DIRECTION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER AND HAVE A PH BETWEEN 5.5 AND 7.0.
- b. <u>SAND</u> SHALL BE COARSE, CLEAN, WELL-DRAINING, NATIVE SAND.
- 2. TREES SHALL BE PLANTED IN THE EXISTING NATIVE SOIL ON SITE, UNLESS DETERMINED TO BE UNSUITABLE AT WHICH POINT THE CONTRACTOR SHALL CONTACT OWNER'S REPRESENTATIVE TO DISCUSS ALTERNATE RECOMMENDATION PRIOR TO PLANTING.

F. WATER

- WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN ADEQUATE PLANT GROWTH AND SHALL NOT CONTAIN HARMFUL, NATURAL OR MAN-MADE ELEMENTS DETRIMENTAL TO PLANTS. WATER MEETING THE ABOVE STANDARD SHALL BE OBTAINED ON THE SITE FROM THE OWNER, IF AVAILABLE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETC.... IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER
- \* WATERING/IRRIGATION RESTRICTIONS MAY APPLY REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.
- G. FERTILIZER
- CONTRACTOR SHALL PROVIDE FERTILIZER APPLICATION SCHEDULE TO OWNER, AS APPLICABLE TO SOIL TYPE, PLANT INSTALLATION TYPE, AND SITE'S PROPOSED USE. SUGGESTED FERTILIZER TYPES SHALL BE ORGANIC OR OTHERWISE NATURALLY-DERIVED.
- \* FERTILIZER RESTRICTIONS MAY APPLY REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.
- H. MULCH
- MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT, AND APPLIED AT A DEPTH OF THREE (3) INCHES. CLEAR MULCH FROM EACH PLANT'S CROWN (BASE). MULCH SHALL BE "FLORIMULCH," EUCALYPTUS MULCH, OR SIMILAR SUSTAINABLY HARVESTED MULCH UNLESS SPECIFIED OTHERWISE.
- PROVIDE A THREE (3) INCH MINIMUM LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUND COVER, VINE BED, AND TREE PIT (6' MINIMUM) PLANTED UNDER THIS CONTRACT
- I. DIGGING AND HANDLING
- PROTECT ROOTS OR ROOT BALLS OF PLANTS AT ALL TIMES FROM SUN, DRYING WINDS, WATER AND FREEZING, AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT DAMAGE DURING TRANSIT. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO THE SITE SHALL BE SPRAYED WITH AN ANTITRANSPIRANT PRODUCT ("WILTPRUF" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.
- BALLED AND BURLAPPED (B&B), AND FIELD GROWN (FG) PLANTS SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL OF SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS. NO PLANTS MOVED WITH A ROOT BALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS SHALL NOT BE HANDLED BY STEMS.

TYPICAL LANDSCAPE SPECIFICATIONS (FLORIDA)

- PLANTS MARKED "BR" IN THE PLANT LIST SHALL BE DUG WITH BARE ROOTS. CARE SHALL BE EXERCISED THAT THE ROOTS DO NOT DRY OUT DURING TRANSPORTATION AND PRIOR TO PLANTING.
- PROTECTION OF PALMS: ONLY A MINIMUM OF FRONDS SHALL BE REMOVED FROM THE CROWN OF THE PALM TREES TO FACILITATE MOVING AND HANDLING. CLEAR TRUNK (CT) SHALL BE AS SPECIFIED AFTER THE MINIMUM OF FRONDS HAVE BEEN REMOVED. ALL PALMS SHALL BE BRACED PER PALM PLANTING DETAIL
- EXCAVATION OF TREE PITS SHALL BE PERFORMED USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES OR HARDSCAPE ELEMENTS, FOOTERS AND PREPARED SUB-BASES.
- CONTAINER GROWN STOCK
- ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION.
- AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER. CONTAINER GROWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.
- 3. ROOT BOUND PLANTS ARE NOT ACCEPTABLE AND WILL BE REJECTED.
- 4. RPG= "ROOTS PLUS GROWER" CONTAINER PRODUCTS SHALL BE USED WHERE SPECIFIED.
- K. COLLECTED STOCK
- WHEN THE USE OF COLLECTED STOCK IS PERMITTED AS INDICATED BY THE OWNER OR OWNER'S REPRESENTATIVE, THE MINIMUM SIZES OF ROOTBALLS SHALL BE EQUAL TO THAT SPECIFIED FOR THE NEXT LARGER SIZE OF NURSERY GROWN STOCK OF THE SAME VARIETY. NATIVE STOCK
- PLANTS COLLECTED FROM WILD OR NATIVE STANDS SHALL BE CONSIDERED NURSERY GROWN WHEN THEY HAVE BEEN SUCCESSFULLY
- RE-ESTABLISHED IN A NURSERY ROW AND GROWN UNDER REGULAR NURSERY CULTURAL PRACTICES FOR A MINIMUM OF TWO (2) GROWING SEASONS AND HAVE ATTAINED ADEQUATE ROOT AND TOP GROWTH TO INDICATE FULL RECOVERY FROM TRANSPLANTING INTO THE NURSERY ROW. MATERIALS LIST Μ.
- QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED BY THE CONTRACTOR. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT OR OWNER ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. SHOULD A DISCREPANCY OCCUR BETWEEN THE PLANS AND THE PLANT LIST QUANTITY. THE OWNER'S REPRESENTATIVE SHALL BE NOTIFIED FOR CLARIFICATION PRIOR TO BIDDING OR INSTALLATION. ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM ACCEPTABLE SIZE.
- FINE GRADING
- FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS. BERMING AS SHOWN ON THE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, UNLESS OTHERWISE
- 2. THE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH. CONTRACTOR SHALL FINE GRADE BY HAND AND/OR WITH ALL EQUIPMENT NECESSARY INCLUDING A GRADING TRACTOR WITH FRONT-END LOADER FOR TRANSPORTING SOIL WITHIN THE SITE.
- ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED FOR POSITIVE DRAINAGE TO SURFACE/SUBSURFACE STORM DRAIN SYSTEMS. AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS. REFER TO CIVIL ENGINEER'S PLANS FOR FINAL GRADES, IF APPLICABLE.
- PLANTING PROCEDURES
- CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER DAILY. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE REMOVED FROM THE SURFACE OF ALL PLANT BEDS. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY ADVERSELY AFFECT THE PLANT GROWTH, HE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. FAILURE TO DO SO BEFORE PLANTING SHALL MAKE THE CORRECTIVE MEASURES THE RESPONSIBILITY OF THE CONTRACTOR.
- VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES, INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORMWATER SYSTEMS, CABLE, AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES. CALL SUNSHINE STATE ONE CALL OF FLORIDA. INC. (811) TO LOCATE UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.
- SUBGRADE EXCAVATION: CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO A MINIMUM DEPTH OF 36" OR TO NATIVE SOIL. CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ON-SITE SOURCE OR AN IMPORTED SOURCE. IF LIMEROCK OR OTHER ADVERSE CONDITIONS OCCUR IN PLANTED AREAS AFTER 36" DEEP EXCAVATION BY THE CONTRACTOR, AND POSITIVE DRAINAGE CAN NOT BE ACHIEVED, CONTRACTOR SHALL UTILIZE POOR DRAINAGE CONDITION PLANTING DETAIL.
- FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS SPECIFIED HEREIN. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE.
- COMPLY WITH APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. UPON ARRIVAL AT THE SITE, PLANTS SHALL BE THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS STORED ONSITE SHALL NOT REMAIN UNPLANTED OR APPROPRIATELY HEALED IN FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES WORKMANLIKE METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.
- THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE PLANTING WITH IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION APPURTENANCES AND PLANTS.
- ALL PLANTING PITS SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD FOR NURSERY STOCK 260.1, UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACK FILLED WITH THE PREPARED PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER DRAINAGE. IF POOR DRAINAGE EXISTS, UTILIZE "POOR DRAINAGE CONDITION" PLANTING DETAIL, TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURES AND UNDER THE SUPERVISION OF A QUALIFIED LANDSCAPE FOREMAN. PROPER "JETTING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "JET STICK" OR EQUAL IS RECOMMENDED.
- 8. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS AND BUILDING STRUCTURES WHILE INSTALLING TREES.
- 9. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION E OF THESE SPECIFICATIONS.
- 10. TREES AND SHRUBS SHALL BE SET STRAIGHT AT AN ELEVATION THAT, AFTER SETTLEMENT, THE PLANT CROWN WILL STAND ONE (1) TO TWO (2) INCHES ABOVE GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PIT. PLANTING SOIL MIXTURE SHALL BE BACK FILLED, THOROUGHLY TAMPED AROUND THE BALL, AND SETTLED BY WATER (AFTER TAMPING).
- 11. AMEND PINE AND OAK PLANT PITS WITH ECTOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. ALL OTHER PLANT PITS SHALL BE AMENDED WITH ENDOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. PROVIDE PRODUCT INFORMATION SUBMITTAL PRIOR TO INOCULATION.
- 12. FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES, STIRRING IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET, ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE. ALL BURLAP, ROPE, WIRES, BASKETS, ETC.., SHALL BE REMOVED FROM THE SIDES AND TOPS OF BALLS, BUT NO BURLAP SHALL BE PULLED FROM UNDERNEATH.
- 13. TREES SHALL BE PRUNED, AT THE DIRECTION OF THE OWNER OR OWNER'S REPRESENTATIVE, TO PRESERVE THE NATURAL CHARACTER OF THE PLANT. ALL SOFT WOOD OR SUCKER GROWTH AND ALL BROKEN OR BADLY DAMAGED BRANCHES SHALL BE REMOVED WITH A CLEAN CUT. ALL PRUNING TO BE PERFORMED BY CERTIFIED ARBORIST, IN ACCORDANCE WITH ANSI A-300.
- 14. SHRUBS AND GROUND COVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED ON THE PLANT LIST. MATERIALS INSTALLED SHALL MEET MINIMUM SPECIMEN REQUIREMENTS OR QUANTITIES SHOW ON PLANS, WHICHEVER IS GREATER. CULTIVATE ALL PLANTING AREAS TO A MINIMUM DEPTH OF 6", REMOVE AND DISPOSE ALL DEBRIS. MIX TOP 4" THE PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.
- 15. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO INSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. IF THE CONTRACTOR AND OWNER DECIDE TO WAIVE THE TREE GUYING AND BRACING, THE OWNER SHALL NOTIFY THE PROJECT LANDSCAPE ARCHITECT IN WRITING AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE PROJECT LANDSCAPE ARCHITECT IN THE EVENT UNSUPPORTED TREES PLANTED UNDER THIS CONTRACT FALL AND DAMAGE PERSON OR PROPERTY.
- 16. ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER, "ROUND-UP" SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS. PRIOR TO FINAL INSPECTION, TREAT ALL PLANTING BEDS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER. (AS ALLOWED BY JURISDICTIONAL AUTHORITY)
- LAWN SODDING
- THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING COMPLETE, IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A TURF GRASS LAWN ACCEPTABLE TO THE OWNER.
- ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND DEBRIS BY MEANS OF A SOD CUTTER TO A DEPTH OF THREE (3) INCHES, AND THE GROUND BROUGHT TO AN EVEN GRADE. THE ENTIRE SURFACE SHALL BE ROLLED WITH A ROLLER WEIGHING NOT MORE THAN ONE-HUNDRED (100) POUNDS PER FOOT OF WIDTH. DURING THE ROLLING, ALL DEPRESSIONS CAUSED BY SETTLEMENT SHALL BE FILLED WITH ADDITIONAL SOIL, AND THE SURFACE SHALL BE REGRADED AND ROLLED UNTIL PRESENTING A SMOOTH AND EVEN FINISH TO THE REQUIRED GRADE.

- THOROUGHLY 4. SODDING
- LIMITS, UNLESS SPECIFICALLY NOTED OTHERWISE.
- WEEDS, FUNGUS, INSECTS AND DISEASE OF ANY KIND.
- INSTALLED SOD AS ALLOWED BY PROPERTY'S JURISDICTIONAL AUTHORITY.
- SWEATING OR EXCESSIVE HEAT AND MOISTURE.
- 6. LAWN MAINTENANCE
- REGRADING IF NECESSARY).
- RESTRICTIONS AS SET FORTH BY THE PROPERTY'S JURISDICTIONAL AUTHORITY. CLEANUP
- APPROVED BY THE OWNER'S REPRESENTATIVE.
- R. PLANT MATERIAL MAINTENANCE
- FINAL INSPECTION AND ACCEPTANCE OF WORK ACCEPTANCE HEREIN DESCRIBED.
- WARRANTY
- BY THE OWNER'S REPRESENTATIVE.
- PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF ACCEPTANCE.

3. PREPARE LOOSE BED FOUR (4) INCHES DEEP. HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA

a. THE CONTRACTOR SHALL SOD ALL AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT

b. THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL TYPE, AND FREE FROM

c. SOD PANELS SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLID SODDED LAWN AREA. SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS. ADJACENT TO BUILDINGS, A 24 INCH STONE MULCH STRIP SHALL BE PROVIDED. IMMEDIATELY FOLLOWING SOD LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND, AS APPROVED BY THE OWNER'S REPRESENTATIVE, SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN. FERTILIZE

DURING DELIVERY, PRIOR TO, AND DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE STACKED SO AS NOT TO BE DAMAGED BY

a. WITHIN THE CONTRACT LIMITS, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS (LARGER THAN 12"X12") UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. REPAIRED SODDING SHALL BE ACCOMPLISHED AS IN THE ORIGINAL WORK (INCLUDING

b. CONTRACTOR RESPONSIBLE FOR ESTABLISHING AND MAINTAINING SOD/LAWN UNTIL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. PRIOR TO AND UPON ACCEPTANCE, CONTRACTOR TO PROVIDE WATERING/IRRIGATION SCHEDULE TO OWNER. OBSERVE ALL APPLICABLE WATERING

UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM HIS WORK. ALL PAVED AREAS SHALL BE CLEANED AND THE SITE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS

ALL PLANTS AND PLANTING INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR REPAIRING GUY SUPPORTS) NECESSARY TO INSURE A HEALTHY PLANT CONDITION BY THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE.

FINAL INSPECTION AT THE END OF THE WARRANTY PERIOD SHALL BE ON PLANTING, CONSTRUCTION AND ALL OTHER INCIDENTAL WORK PERTAINING TO THIS CONTRACT. ANY REPLACEMENT AT THIS TIME SHALL BE SUBJECT TO THE SAME ONE (1) YEAR WARRANTY (OR AS SPECIFIED BY THE LANDSCAPE ARCHITECT OR OWNER IN WRITING) BEGINNING WITH THE TIME OF REPLACEMENT AND ENDING WITH THE SAME INSPECTION AND

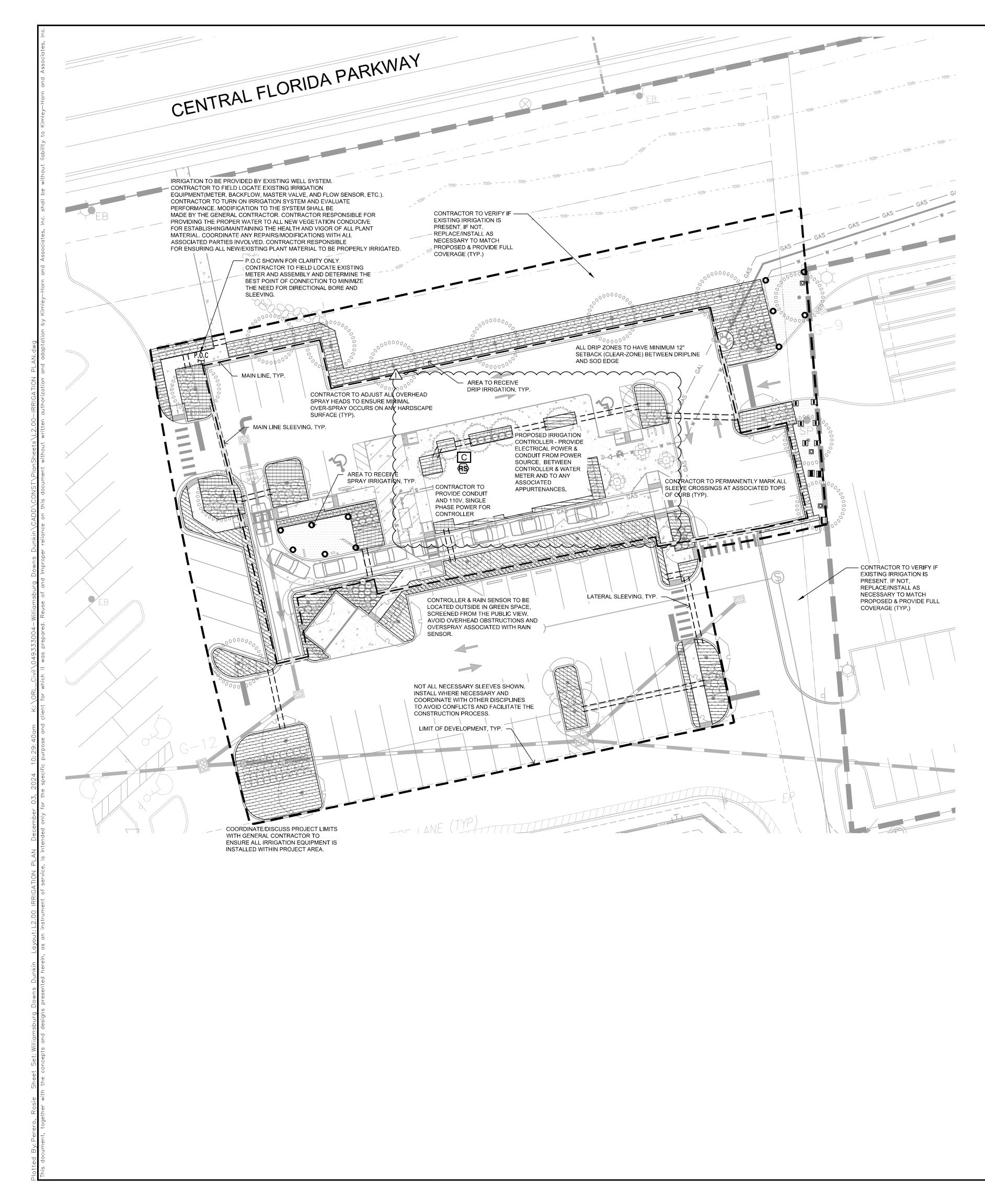
THE LIFE AND SATISFACTORY CONDITION OF ALL PLANT MATERIAL INSTALLED (INCLUDING SOD) BY THE LANDSCAPE CONTRACTOR SHALL BE WARRANTED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTANCE

ANY PLANT NOT FOUND IN A HEALTHY GROWING CONDITION AT THE END OF THE WARRANTY PERIOD SHALL BE REMOVED FROM THE SITE AND REPLACED AS SOON AS WEATHER CONDITIONS PERMIT. ALL REPLACEMENTS SHALL BE PLANTS OF THE SAME KIND AND SIZE AS SPECIFIED IN THE PLANT LIST. THEY SHALL BE FURNISHED PLANTED AND MULCHED AS SPECIFIED AT NO ADDITIONAL COST TO THE OWNER. IN THE EVENT THE OWNER DOES NOT CONTRACT WITH THE CONTRACTOR FOR LANDSCAPE AND IRRIGATION MAINTENANCE, THE CONTRACTOR SHOULD VISIT THE PROJECT SITE PERIODICALLY DURING THE ONE (1) YEAR WARRANTY PERIOD TO EVALUATE MAINTENANCE PROCEDURES BEING PERFORMED BY THE OWNER. CONTRACTOR SHALL NOTIFY THE OWNER IN WRITING OF MAINTENANCE PROCEDURES OR CONDITIONS WHICH THREATEN VIGOROUS AND HEALTHY PLANT GROWTH. SITE VISITS SHALL BE CONDUCTED A MINIMUM OF ONCE PER MONTH FOR A

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			© 2024 kimleY-horn and associates, inc.	200 S. ORANGE AVENUE, SUITE 600, ORLANDO FLORIDA 32801	WWW.KIMLEY-HORN.COM REGISTRY No. 35106	No.
	LILENSEU PROFESSIONAL					<sub>date:</sub> 12/3/2024
KHA PROJECT	049333004	DATE 12/03/2024	SCALE AS SHOWN	DESIGNED BY KHA	DRAWN BY RYP	снескер ву МТF <sub>рате:</sub> 12/3/2024
		IANDSCAPE		SPECIFICATIONS		
}	WILLIAMSBURG				CORE WOD, LLC	ORANGE COUNTY FLORIDA
		SHEET		імве 5 <b>1</b>	ĒR	OR

CASE #B249042

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### IR

CTURER/MODEL/DESCRIPTION AN-STRIP RD-04-SAM-P45-NP , 5'X15' (LCS AND RCS), 5'X30' (SST) HAND ADJUSTABLE A ROTARY W/ RD1800 TURF SPRAY BODY ON 4.0" POP-UP, /ALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" 'HREADED INLET. W/ NON-POTABLE PURPLE CAP. AN14 RD-04-SAM-P45-NP , 8'-14' 45-270 DEGREES AND 360 DEGREES HAND MULTI-STREAM ROTARY W/RD1800 TURF SPRAY BODY ON /ITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE 1/2" NPT FEMALE THREADED INLET. WITH NON-POTABLE AN18 RD-04-SAM-P45-NP , 13'-18' 45-270 DEGREES AND 360 DEGREES. HAND MULTI-STREAM ROTARY W/RD1800 TURF SPRAY BODY ON /ITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE 1/2" NPT FEMALE THREADED INLET. WITH NON-POTABLE AN18 RD-04-SAM-P45-NP , 13'-18' 45-270 DEGREES AND 360 DEGREES. HAND MULTI-STREAM ROTARY W/RD1800 TURF SPRAY BODY ON /ITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE 1/2" NPT FEMALE THREADED INLET. W/ NON-POTABLE 4-SAM-PRS-NP-1400 FLOOD 1401 ER 4.0" POPUP WITH CHECK VALVE AND PRESSURE NON-POTABLE PURPLE CAP. CTURER/MODEL/DESCRIPTION EIVE DRIPLINE 0-09-12-NP	-	<b>PSI</b> 45 45 45 20	, Turf Rotary: Total:	11.5 132.0 GPM			▲ ORANGE COUNTY COMMENTS 12/03/2024	
<ul> <li><sup>(1)</sup>, 5<sup>°</sup>X15<sup>°</sup> (LCS AND RCS), 5<sup>°</sup>X30<sup>°</sup> (SST) HAND ADJUSTABLE A ROTARY W/ RD1800 TURF SPRAY BODY ON 4.0" POP-UP, /ALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2"</li> <li><sup>(2)</sup> HREADED INLET. W/ NON-POTABLE PURPLE CAP.</li> <li><sup>(2)</sup> AN14 RD-04-SAM-P45-NP</li> <li><sup>(3)</sup>, 8<sup>°</sup>-14<sup>°</sup> 45-270 DEGREES AND 360 DEGREES HAND MULTI-STREAM ROTARY W/RD1800 TURF SPRAY BODY ON /ITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE I/2" NPT FEMALE THREADED INLET. WITH NON-POTABLE</li> <li><sup>(4)</sup> AN18 RD-04-SAM-P45-NP</li> <li><sup>(1)</sup>, 13<sup>°</sup>-18<sup>°</sup> 45-270 DEGREES AND 360 DEGREES. HAND MULTI-STREAM ROTARY W/RD1800 TURF SPRAY BODY ON /ITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE I/2" NPT FEMALE THREADED INLET. WITH NON-POTABLE</li> <li><sup>(2)</sup> NPT FEMALE THREADED INLET. W/ NON-POTABLE</li> <li><sup>(4)</sup> SAM-PRS-NP-1400 FLOOD 1401 ER 4.0" POPUP WITH CHECK VALVE AND PRESSURE NON-POTABLE PURPLE CAP.</li> <li><sup>(2)</sup> TURER/MODEL/DESCRIPTION EIVE DRIPLINE</li> </ul>	6 11 3	45 45					ORANGE COUNTY	
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- 1. CON
- 2. CON CONTINUING WORK.
- 3. THE CONTRACTOR SHALL MAKE NO SUBSTITUTIONS, DELETIONS, OR ADDITIONS TO THIS PLAN WITHOUT APPROVAL OF THE LANDSCAPE ARCHITECT.
- 4. ALL CONSTRUCTION SHALL CONFORM TO CITY, COUNTY, STATE, AND FEDERAL REQUIREMENTS. IT SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO ENSURE THAT ALL IRRIGATION EQUIPMENT MEETS GOVERNMENT REGULATIONS. CONTRACTOR SHALL ALSO
- BE RESPONSIBLE FOR OBTAINING ANY NECESSARY PERMITS OR APPROVALS. 5. THIS PLAN IS SCHEMATIC AND DUE TO THE NATURE OF CONSTRUCTION SLIGHT FIELD MODIFICATIONS MAY BE NECESSARY TO IMPLEMENT PLAN.
- 6. CONTRACTOR TO VERIFY ACTUAL AVAILABLE WATER PRESSURE BEFORE BEGINNING INSTALLATION. CONTRACTOR SHALL NOTIFY
- 8. WHERE APPLICABLE IRRIGATION HEADS ARE TO BE ADJUSTED FOR COMPLETE COVERAGE WITH MINIMUM OVER SPRAY BEYOND
- LANDSCAPE AREAS.
- ANY TREE.
- IRRIGATION LINES ARE TO BE PLACED IN SEPARATE SLEEVES.
- 11. IRRIGATION CONTRACTOR SHALL REVIEW WINTERIZATION PROCEDURES FOR IRRIGATION SYSTEM WITH OWNER'S REPRESENTATIVE.
- 12. ALL PLANT MATERIAL IN TREE HOLDING AREAS SHALL BE MANUALLY WATERED/IRRIGATED TO KEEP MOIST UNTIL PLANTED.
- 13. CONTRACTOR TO PROVIDE PERMANENT BENCH-MARKS ON ALL CURB LINES AT RELATED SLEEVE LOCATIONS (TYP).
- 14. THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED TO MINIMIZE ROOT DISTURBANCE IN EXISTING TREES.
- 15. IRRIGATION SPRAYS AND ROTORS ARE NOT COMBINED ON THE SAME CONTROL VALVE CIRCUIT LANDSCAPE BEDS AND TURF ON SEPARATE CIRCUITS.

16. MATCH PRECIPITATION RATES WITH ANY HEADS THAT ARE REPLACED.

NOTE: IF SOURCE TO BE RECLAIMED (NON-POTABLE) ALL EQUIPMENT TO BE INDICATED AS SUCH AND PURPLE IN COLOR. FOLLOW ALL LOCAL JURISDICTION STANDARDS FOR RECLAIMED IRRIGATION SYSTEMS.

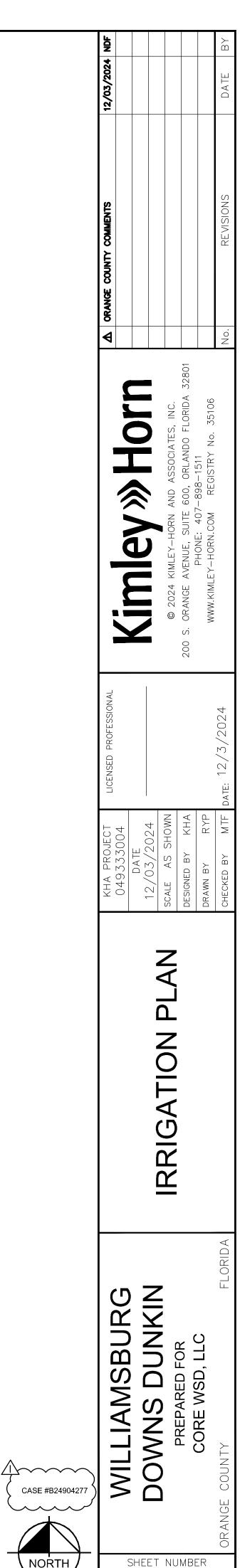
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LANDSCAPE ARCHITECT IF AVAILABLE WATER PRESSURE WILL NOT ALLOW SYSTEM MODIFICATION TO BE POSSIBLE.

7. IRRIGATION SYSTEMS CONNECTED TO POTABLE WATER SUPPLY, SHALL HAVE A BACKFLOW PREVENTER INSTALLED.

9. EXISTING TREES TO REMAIN ARE TO BE PROTECTED FROM DAMAGE. DO NOT TRENCH OR EXCAVATE WITHIN THE CRITICAL ROOT ZONE OF

10. ALL IRRIGATION SLEEVING TO BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR. ELECTRICAL WIRES FOR IRRIGATION VALVES AND

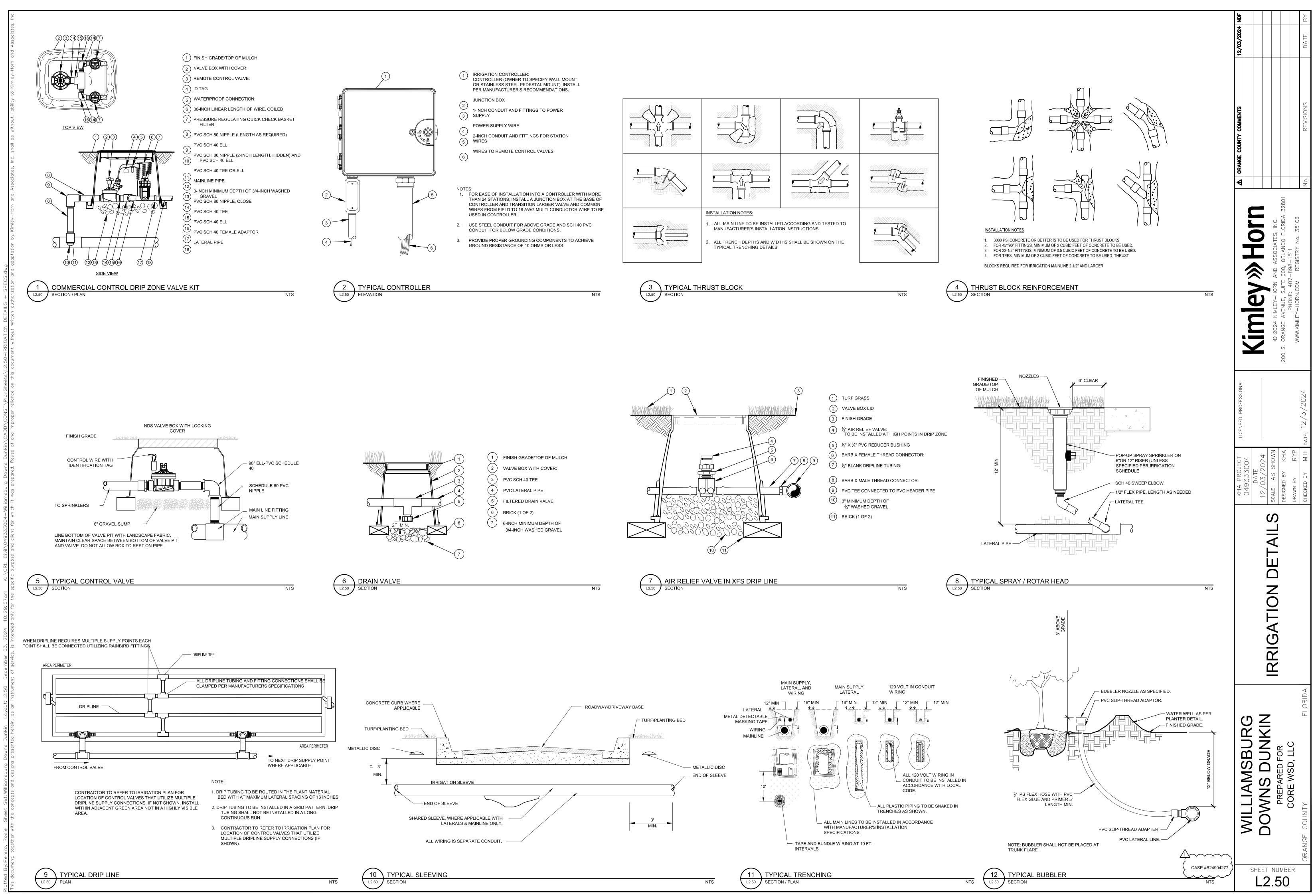


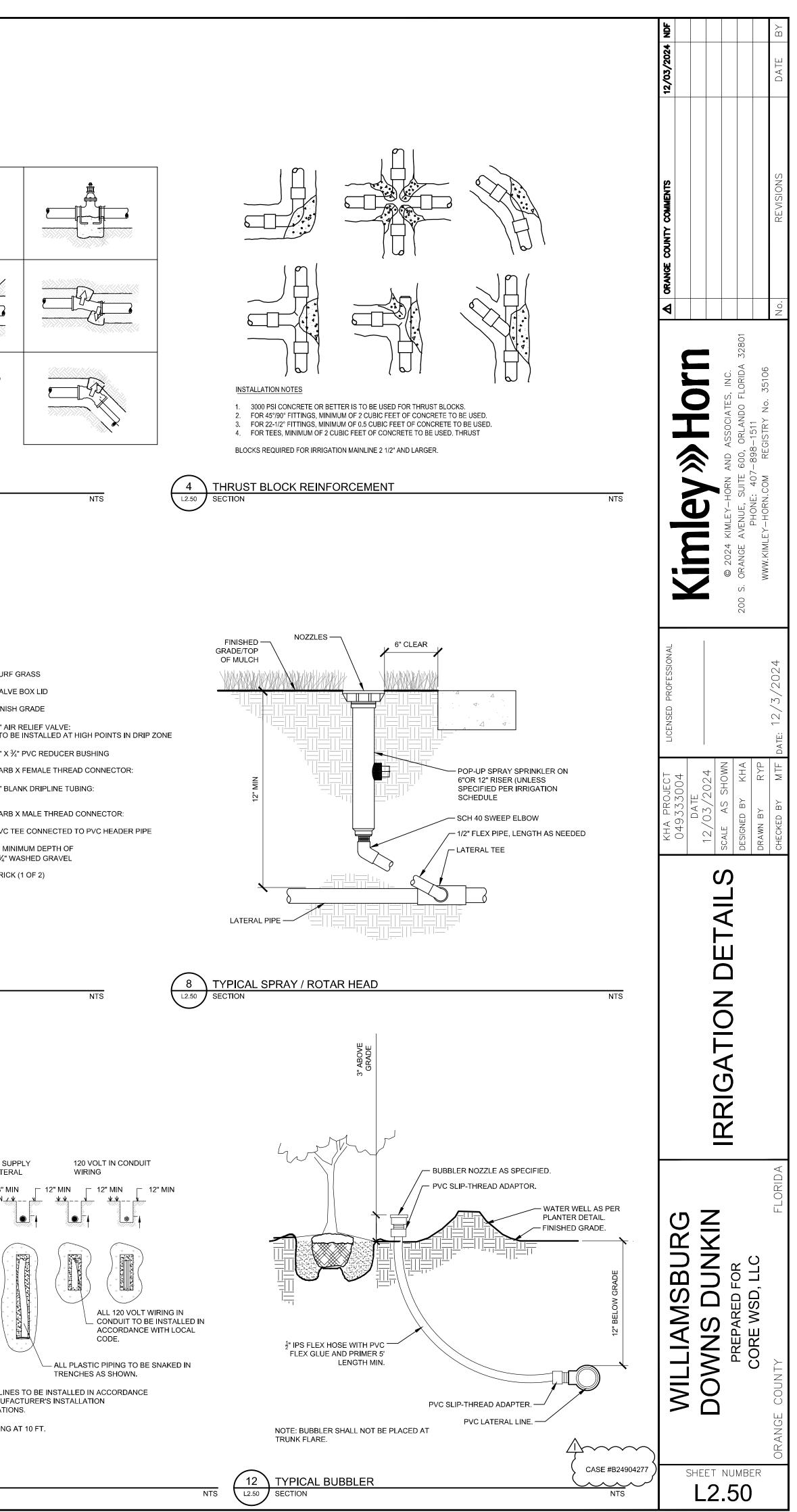
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### **IRRIGATION SYSTEM NOTES:**

- 2. SET SPRAY HEADS 6" AND ROTORS 12" IN FROM BACK OF CURB OR 24" IF PAVEMENT HAS NO CURB.

- 5. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AUTOMATIC RAIN SENSOR. COORDINATE LOCATION W/ OWNER.

- 12. PRODUCTS SHALL BE AS SPECIFIED OR APPROVED EQUAL.
- PRE-APPROVED MANUFACTURERS:
- 1. TORO 2. HUNTER 3. RAINBIRD
- JURISDICTION.
- 15. MAINLINE SHALL NOT BE LOCATED WITHOUT PRIOR APPROVAL OF THE OWNER'S REPRESENTATIVE.
- 16. THE IRRIGATION CONTRACTOR SHALL BE DIRECTLY RESPONSIBLE FOR SLEEVING AND DIRECTIONAL BORES.

- PROGRAM DESIGNATION.
- 21. ELECTRIC SERVICE TO THE CONTROLLER SHALL BE PROVIDED BY THE GENERAL CONTRACTOR.
- CONTROL WIRES #14 COMMON WIRES - #14
- 23. ALL VALVES, SPLICES WITHIN CONTROL LINES, AND QUICK COUPLERS SHALL BE LOCATED WITHIN NDS VALVE BOXES AS FOLLOWS: -RECTANGULAR 12"X17" HEAVY DUTY BOX. (PURPLE COVER FOR REUSE TO BE PROVIDED WHERE APPROPRIATE).

- OR CURBING, THE MAINLINE SHALL BE OFFSET 2'-0" FROM THE EDGE OF PAVEMENT OR CURB.
- 28. ALL DRIP ZONES SHALL BE INSTALLED WITH A FLUSH VALVE AND AIR RELIEF VALVE. IN THE EVENT THAT A DRIP ZONE HAS MORE THAN ONE HIGH OR LOW POINT, MORE THAN ONE AIR RELIEF VALVE. IN THE EVENT THAT A DRIP ZONE HAS MORE THAN ONE HIGH OR LOW POINT, MORE THAN ONE AIR RELIEF VALVE. IN THE EVENT THAT A DRIP ZONE HAS MORE THAN ONE HIGH OR LOW POINT, MORE THAN ONE AIR RELIEF VALVE. IN THE EVENT THAT A DRIP ZONE HAS MORE THAN ONE HIGH OR LOW POINT, MORE THAN ONE AIR RELIEF VALVE. IN THE EVENT THAT A DRIP ZONE HAS MORE THAN ONE HIGH OR LOW POINT, MORE THAN ONE AIR RELIEF VALVE. IN THE EVENT THAT A DRIP ZONE HAS MORE THAN ONE HIGH OR LOW POINT, MORE THAN ONE HIGH OR LOW POINT, MORE THAN ONE AIR RELIEF VALVE. IN THE EVENT THAT A DRIP ZONE HAS MORE THAN ONE HIGH OR LOW POINT, MORE THAN ONE AIR RELIEF VALVE. IN THE EVENT THAT A DRIP ZONE HAS MORE THAN ONE HIGH OR LOW POINT, MORE THAN ONE AIR RELIEF VALVE. IN THE EVENT THAT A DRIP ZONE HAS MORE THAN ONE HIGH OR LOW POINT, MORE THAN ONE AIR RELIEF VALVE. IN THE EVENT THAT A DRIP ZONE HAS MORE THAN ONE HIGH OR LOW POINT, MORE THAN ONE HIGH
- 30. ALL CONTROL WIRE SHALL BE INSTALLED IN A  $1\frac{1}{4}$ " ELECTRICAL CONDUIT.
- 31. SMALLEST DIAMETER LATERAL PIPE SHALL BE 3/4".

- 37. IRRIGATION SOURCE TO BE EITHER WELL, POTABLE, OR NON-POTABLE WATER. IRRIGATION CONTRACTOR TO VERIFY SOURCE PRIOR TO DESIGN.
- 39. IRRIGATION CONNECTION MAY REQUIRE BACKFLOW PREVENTION, VERIFY WITH LOCAL JURISDICTION.
- 40. IRRIGATION SYSTEM SHALL COMPLY WITH THE LOCAL JURISDICTION LAND DEVELOPMENT CODE.



1. THE IRRIGATION MAINLINE LAYOUT IS DIAGRAMMATIC. ANY CHANGES MADE IN THE IRRIGATION MAINLINE DUE TO FIELD CONDITIONS OR CONTRACTOR'S SUBMITTED DESIGN SHALL BE IN ACCORDANCE WITH THESE STANDARDS.

3. IRRIGATION CONTRACTOR IS RESPONSIBLE FOR PERFORMING ALL NECESSARY MODIFICATIONS REQUIRED TO MEET THE SCHEMATIC INTENT OF THESE PLANS PRIOR TO SUBMITTING PROPOSAL. THESE PLANS OUTLINE THE OVERALL LAYOUT THE SYSTEM AND IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ZONE THE SYSTEM ACCORDINGLY BASED ON FLOW AND PRESSURE AVAILABLE. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE FOLLOWING BUT NOT LIMITED TO AVAILABLE FLOW, AVAILABLE PRESSURE, CONNECTION ASSEMBLY, CAPACITY OF THE SYSTEM.

4. CONTRACTOR TO PROVIDE NEW AUTOMATIC CONTROLLER FOR PROPOSED SYSTEM (NO BATTERY OPERATED CONTROLLERS ALLOWED). COORDINATE LOCATION WITH OWNER.

6. IRRIGATION SHALL NOT BE COMBINED ON A SINGLE ZONE AND SHALL BE ZONED ACCORDING TO IRRIGATION TYPE, PRECIPITATION RATE, AND THE SYSTEM'S AVAILABLE WATER / PRESSURE. CONTRACTOR TO SUBMIT SHOP DRAWINGS TO OWNER FOR REVIEW PRIOR TO INSTALLATION. 7. VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF IRRIGATION SYSTEM. ALL UTILITIES AND STRUCTURES MAY NOT BE SHOWN ON THESE PLANS-CONTRACTOR SHALL FIELD VERIFY.

8. CONTRACTOR TO FIELD VERIFY ALL POINT OF CONNECTION SOURCE INFORMATION INCLUDING PSI AND GPM PRIOR TO CONSTRUCTION.

9. INSTALLATION OF WORK SHALL BE COORDINATED WITH OTHER CONTRACTORS IN SUCH A MANNER AS TO ALLOW FOR A SPEEDY AND ORDERLY COMPLETION OF ALL WORK ON-SITE.

10. CONTRACTOR SHALL COORDINATE WITH THE PLANTING PLAN FOR PLANTER BED AND TREE LOCATIONS TO ENSURE ALL PLANT MATERIAL IS COVERED BY 100% HEAD-TO-HEAD IRRIGATION.

11. CONTRACTOR SHALL PROVIDE "AS-BUILT" DRAWINGS OF THE FINAL INSTALLATION TO OWNER AT SUBSTANTIAL COMPLETION BEFORE RECEIVING FINAL PAYMENT.

13. IRRIGATION CONTRACTOR SHALL SECURE ANY AND ALL NECESSARY PERMITS FOR THE WORK PRIOR TO COMMENCEMENT OF HIS OPERATIONS ON-SITE. COPIES OF THE PERMITS SHALL BE SENT TO THE OWNER/GENERAL CONTRACTOR. WORK IN THE R.O.W. SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF LOCAL AND/OR STATE

14. LOCATE ALL IRRIGATION LINES WITHIN LANDSCAPED AREAS WHENEVER POSSIBLE. ALL LINES UNDER PAVEMENT MUST BE SLEEVED WITHIN SCH. 40 PVC 2x SIZE OF PIPE AND FREE OF STONES/DEBRIS. ALL VALVES SHALL BE LOCATED WITHIN LANDSCAPED AREAS.

17. ALL SLEEVES UTILIZED BY THE IRRIGATION CONTRACTOR WHETHER INSTALLED BY HIM OR NOT, SHALL BE LOCATED ON THE "AS-BUILT" DRAWINGS. THE DEPTH BELOW FINISH GRADE, TO THE NEAREST FOOT OF EACH END OF THE SLEEVE SHALL BE NOTED AT EACH SLEEVE LOCATION ON THE "AS-BUILT" DRAWINGS. ALL SLEEVES ON PLAN FOR WALL PENETRATIONS AND UNDER SIDEWALKS SHALL BE SIZED TWO PIPE SIZES GREATER THAN THE PIPE IT CARRIES.

18. ALL PRESSURIZED MAINLINES AND LATERALS UNDER PAVEMENT SHALL BE WITHIN SCH. 40 PVC SLEEVES. WHERE ELECTRIC OR HYDRAULIC VALVE CONTROL LINES PASS THROUGH A SLEEVE WITH OTHER MAIN OR LATERAL LINES THEY SHALL BE CONTAINED WITHIN A SEPARATE, SMALLER CONDULT. 19. NUMBER THE TOP OF ALL VALVE BOX LIDS WITH MINIMUM 1" HEIGHT BLACK LETTERS TO CORRESPOND TO AUTOMATIC AND GATE VALVE DESIGNATIONS. ALL HOSE BIBB VALVE BOXES SHALL BE LABELED IN A SIMILAR MANNER WITH THE DESIGNATION "HB". LETTER OUTSIDE OF TIME CLOCK CABINETS TO CORRESPOND WITH IRRIGATION CLOCK

20. THE IRRIGATION CONTRACTOR SHALL INSTALL A COLOR CODED METAL DETECTABLE MARKING TAPE WHICH CLEARLY NOTES: "CAUTION: IRRIGATION LINE BURIED BELOW." THE TAPE SHALL BE INSTALLED THE FULL LENGTH OF THE IRRIGATION MAINLINE.

22. ALL 24 VAC WIRING FROM DECODER TO VALVE SHALL BE OF DIRECT BURIAL COPPER WIRE. MAXIMUM LENGTH OF WIRE FROM DECODER TO VALVE SHALL NOT EXCEED 400 FEET. AS FOLLOWS:

24. ALL IRRIGATION HEADS/DRIP TUBING SHALL BE LOCATED ONE (1) FOOT FROM BACK OF CURB WHEN NEXT TO A ROADWAY. (THIS SHALL NOT INCLUDE PARKING AREAS OR DRIVE AISLES).

### 25. HEADS, LATERALS, EMITTERS, AND VALVES ARE NOT SHOWN, BUT ARE NECESSARY FOR A FULLY FUNCTIONING IRRIGATION SYSTEM.

26. LOCATE ALL VALVES IN PLANTING BEDS WITH A MINIMUM OF 3'-0" FROM BACK OF CURB OR EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED. PIPE SIZES ON EITHER SIDE OF SECTION VALVES CONNECTING MAINLINE TO SECTION VALVES CONNECTING MAI

27. IRRIGATION ZONES SHALL BE SEPARATED FOR HIGH AND LOW WATER USE REQUIREMENTS AND OPERATED ON DIFFERENT VALVES. AT NO TIME SHALL BE SEPARATED FOR HIGH AND LOW WATER USE REQUIREMENTS AND OPERATED ON DIFFERENT VALVES. AT NO TIME SHALL BE SEPARATED FOR HIGH AND LOW WATER USE REQUIREMENTS AND OPERATED ON DIFFERENT VALVES. AT NO TIME SHALL BE SEPARATED FOR HIGH AND LOW WATER USE REQUIREMENTS AND OPERATED ON DIFFERENT VALVES. AT NO TIME SHALL BE SEPARATED FOR HIGH AND LOW WATER USE REQUIREMENTS AND OPERATED ON DIFFERENT VALVES. AT NO TIME SHALL BE SEPARATED FOR HIGH AND LOW WATER USE REQUIREMENTS AND OPERATED ON DIFFERENT VALVES. AT NO TIME SHALL BE SEPARATED ON DIFFERENT VALVES.

29. ALL WIRING FOR CONNECTION OF THE VALVES TO THE CONTROLLER SHALL FOLLOW MANUFACTURERS SPECIFICATIONS. IF REQUIRED, ALL WIRING FOR A TWO WIRE PATH SHALL BE WITH RED/BLUE TWISTED PAIR 14 AWG. ELECTRIC CONTROL LINES FROM THE DECODER TO THE SOLENOID VALVES SHALL BE TWISTED PAIR 18 AWG. ALL DECODERS SHALL BE GROUNDED EVERY 1,000 L.F. OR EVERY 10 DEVICES. ALL WIRE SHALL BE FURNISHED IN MINIMUM 2,500' REELS AND SPLICING SHALL BE MINIMIZED. BURY SPLICE KIT. ALL 24 VOLT WIRING SHALL BE DONE IN ACCORDANCE WITH EXISTING CODES. SPLICING SHALL BE IN VALVE BOXES OR CONTROLLERS ONLY. IRRIGATION SYSTEM CONTROL SHALL BE TWO WIRE PATH. CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S REQUIREMENTS FOR THIS INSTALLATION. TWO WIRE SYSTEM SHALL HAVE 2-WAY COMMUNICATIONS FIELD PROGRAMMABILITY, STATION SPECIFICATIONS AND INTEGRATED SURGE PROTECTION.

32. IRRIGATION SYSTEM SHALL BE CAPABLE OF SUPPLYING AN AVERAGE OF 1.05" OF WATER PER WEEK WITHIN WATERING RESTRICTIONS AS APPLICABLE.

33. IRRIGATION SYSTEM SHALL NOT BE INSTALLED THROUGH EXISTING, OR PRESERVED PLANT COMMUNITIES. DO NOT TRENCH THROUGH EXISTING ROOT SYSTEMS OF ANY VEGETATION INTENDED TO BE PRESERVED.

34. CONTRACTOR TO MINIMIZE IRRIGATION OVERTHROW TO IMPERVIOUS AND NATURAL AREAS THROUGH FIELD ADJUSTMENTS TO INDIVIDUAL HEADS.

35. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED BY THE CONTRACTOR TO THE CONDITION DENOTED ON THE LANDSCAPE PLAN.

36. IRRIGATION PIPING INSTALLED UNDER ROADS AND SIDEWALKS SHALL BE IN SCHEDULE 40 PVC SLEEVING AT 2X THE PIPE SIZE. ALL SLEEVING SHALL BE FREE OF STONES AND DEBRIS.

38. POINT OF CONNECTION TO BE DETERMINED BY OWNER. IRRIGATION SYSTEM CONNECTIONS TO THE LOCAL JURISDICTION SERVICE SHALL COMPLY WITH ALL APPLICABLE CODES.

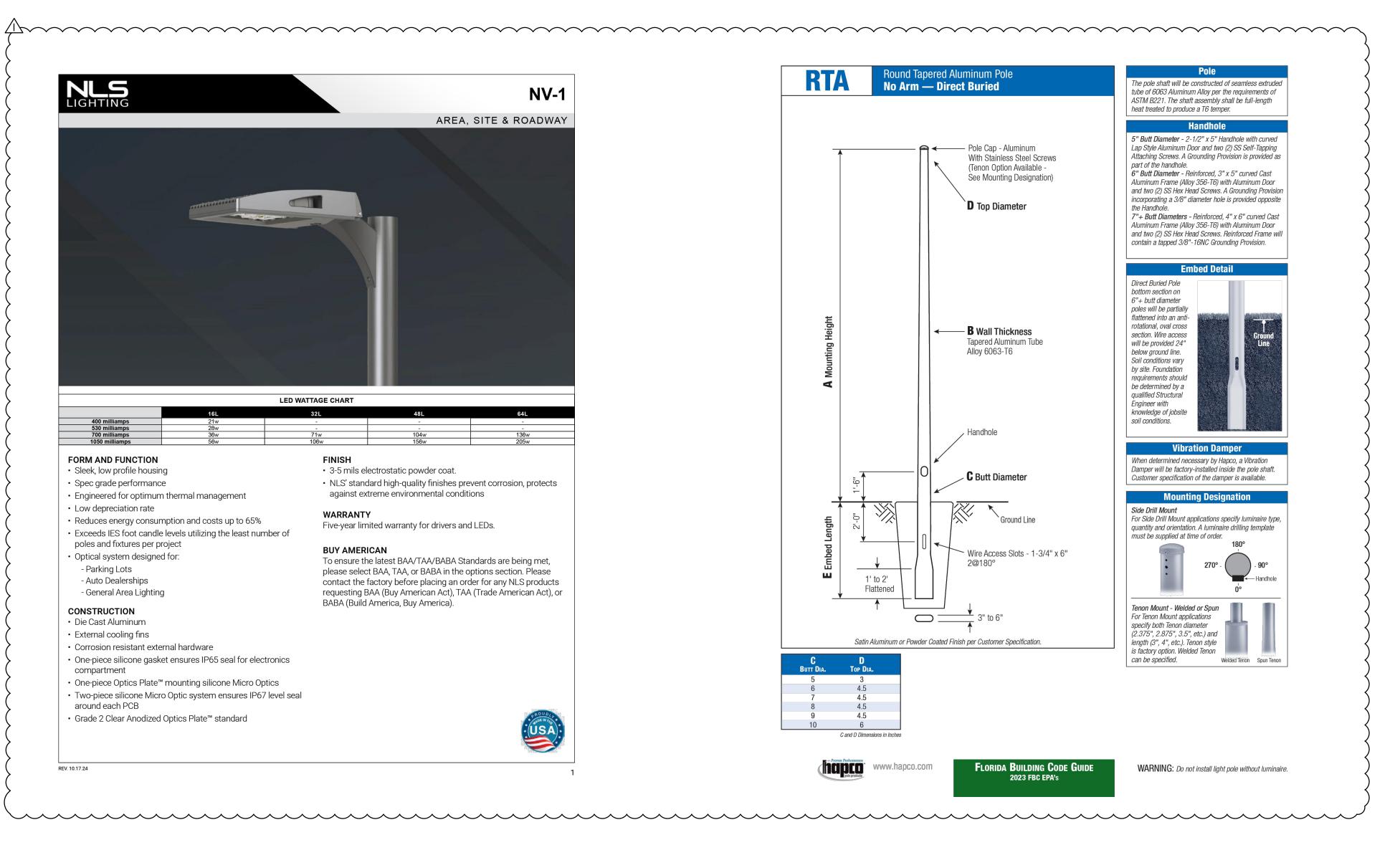
	Nmley » horn	© 2024 KIMLEY-HORN AND ASSOCIATES, INC.	200 S. ORANGE AVENUE, SUITE 600, ORLANDO FLORIDA 32801	PHONE: 407-898-1511 WWW.KIMLEY-HORN.COM REGISTRY No. 35106	
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WILLIAMSBURG		) [ ]	הָ <u>:</u>		ORANGE COUNTY FLORIDA

CASE #B24904277

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	12/03/2024         NDF           12/03/2024         NDF           DATE         BY
	ORANGE COUNTY COMMENTS
	© 2024 KIMLEY-HORN AND ASSOCIATES, INC. © 2024 KIMLEY-HORN AND ASSOCIATES, INC. 200 S. ORANGE AVENUE, SUITE 600, ORLANDO FLORIDA 32801 PHONE: 407-898-1511 WWW.KIMLEY-HORN.COM REGISTRY No. 35106 No.
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	12/03/2024 NDF	DATE BY
	▲ ORANGE COUNTY COMMENTS	REVISIONS
	© 2024 KIMLEY-HORN AND ASSOCIATES, INC. © 2024 KIMLEY-HORN AND ASSOCIATES, INC. 200 S. ORANGE AVENUE, SUITE 600, ORLANDO FLORIDA 32801 PHONE: 407-898-1511 WWW.KIMLEY-HORN.COM REGISTRY No. 35106	No.
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	LIGHTING SPECIFICATIONS	
CASE #B24904277	WILLIAMSBURG DOWNS DUNKIN PREPARED FOR CORE WSD, LLC	ORANGE COUNTY FLORIDA
	sheet number	C

# SECTION C



### CERTIFIED MAIL NO. 9489 0090 0027 6519 7605 61

January 7, 2025

### NOTICE OF NON-COMPLIANCE

AWH Orlando Property LLC ATTN: Paul J Kuehner 100 Washington Blvd, Suite 200 Stamford, CT 06902

Re: Improper Maintenance of Stormwater System Stormwater System at AWH Orlando Property LLC Orange County Commission District: 1 10100 International Dr, Unincorporated Orange County FL Parcel ID No: 12-24-28-6652-00-010 File Number: SW-4225 EPD Item No.: 24-649347

Dear Mr. Kuehner:

On December 31, 2024, the Orange County Environmental Protection Division (EPD) received a complaint and photographs from CPH Consulting, LLC (the engineering firm for Valencia Water Control District) regarding the maintenance of your stormwater system at the above referenced location. Specifically, the complaint indicated that a damaged/failing outfall structure from the AWH Orlando Property that overflows into the VWCD canal is creating erosion along the canal bank and discharging sediment into the canal, which has created turbidity and a sediment buildup. The deficiencies with your stormwater management system require maintenance and/or corrective action, which has been outlined below. Photographs of the damaged/failing outfall structure have been included as Attachment A and a location map has been included as Attachment B.

EPD requests that you contact the inspector at the number and/or email listed below and commence corrective actions to respond to the deficiencies within the timeframes described. Upon completion of the items listed, EPD requires that you request a final inspection by contacting the inspector. Should the required repairs result in a modification to your stormwater management system, approvals from the Orange County Stormwater Department and/or the applicable Water Management District may be required.

To bring the property into compliance and prevent further enforcement proceedings, including the potential for administrative penalties, please complete the following corrective actions within the timeframes described:

- 1. Within 30 days, remove excess sediment from the canal.
- 2. Within 30 days, repair overflow structure erosion to the original approved/permitted grade.

Serving our community by conserving, protecting, and enhancing the environment for current and future generations.

- 3. Within 30 days, repair the overflow structure.
- 4. Submit photographic evidence to EPD verifying all corrections have been made.
- 5. Contact Allen Lane with CPH Consulting concerning any repairs that may be needed to the VWCD canal bank after the structure has been repaired. You can reach Mr. Lane at 407-425-0452 or via email at <u>alane@cphcorp.com</u>.

Note that all corrective actions must occur with the appropriate Best Management Practices (BMP's) in place to prevent additional erosion and water quality impacts.

Pursuant to Orange County Code Section 15-115(c), the property owners, or those that have been delegated maintenance responsibility, are required to continue maintenance of all permitted stormwater treatment facilities, such as drainage swales and ponds.

# If the issues identified in the attached list of corrective actions are not addressed to EPD's satisfaction and within the timeframe provided, the County may pursue additional enforcement action, including the assessment of penalties.

If corrective actions are completed to the satisfaction of EPD, you will be notified that the matter has been resolved and this noncompliance file will be closed. If you wish to discuss this noncompliance matter in more detail, please contact Colin Kelley at 689-688-7368 or via email at Colin.Kelley@ocfl.net.

Sincerely,

Colin Kelley Colin Kelley (#46220)

Colin Kelley (#46220) Senior Environmental Specialist

Attachments

el CK/EL:msr

 c: Andrew Corrado, South Florida Water Management District, <u>acorrado@sfwmd.gov</u> Dale Mudrak, Orange County Public Works, Dale.Mudrak2@ocfl.net Maricela Torres, Orange County Roads and Drainage, <u>Maricela.torres@ocfl.net</u> Joe Cardone, Doubletree Orlando, <u>jcardone@doubletreeorlandosw.com</u> Mr. Gerry Taratino, Doubletree Orlando, <u>gtarantino@doubletreeorlandosw.com</u> Allen Lane, CPH Consulting, LLC, <u>alane@cphcorp.com</u>

### **Inspection Photographs**

Figure 1 – Excess Silt within VWCD Canal – Received by CPH on December 31, 2024.



Figure 2 – Damage of outfall structure – Received by CPH on December 31, 2024.



Figure 3 – Excess Silt within VWCD Canal – Received by CPH on December 31, 2024.

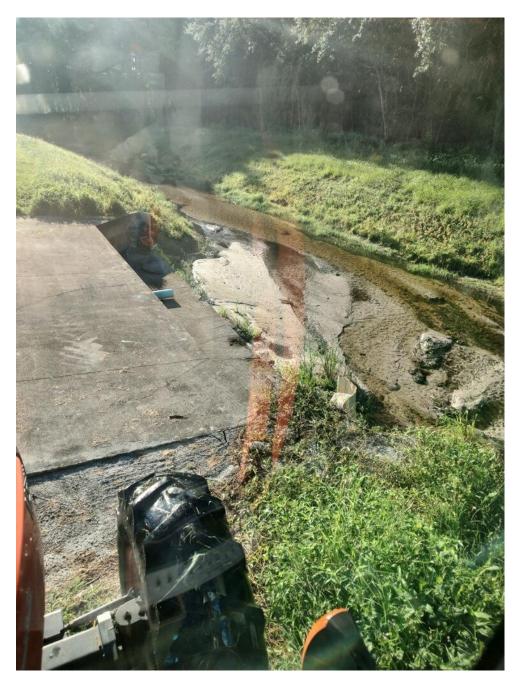
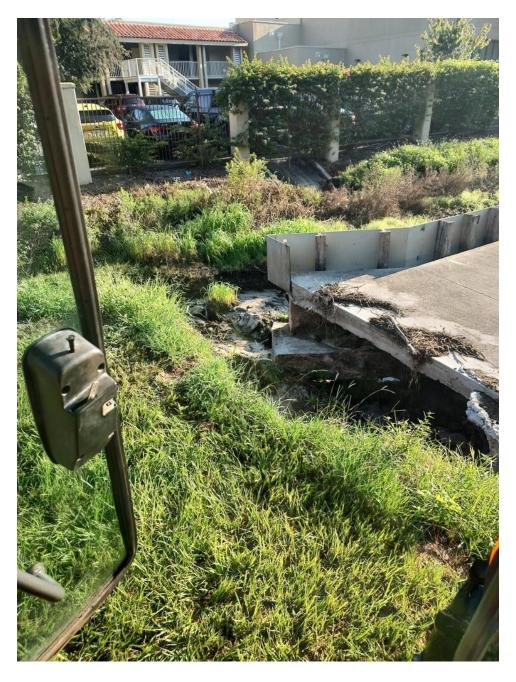
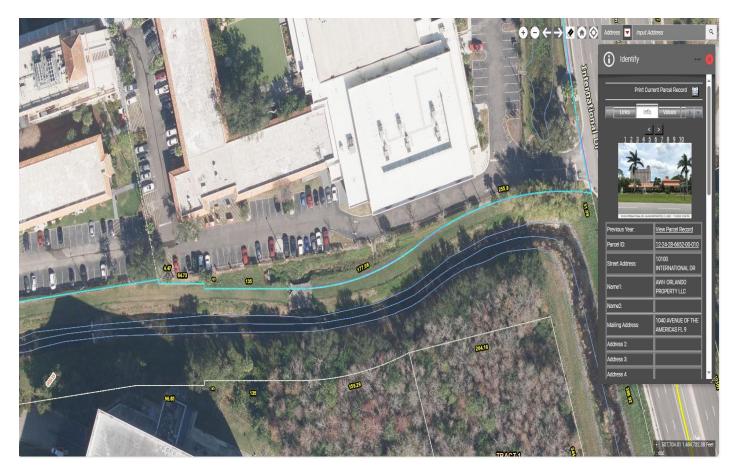


Figure 4 – Erosion of outfall structure – Received by CPH on December 31, 2024.



Map of Area – Location map.



# SECTION D



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

March 4, 2025

Thompson Engineering Group, Inc. Attn: Michael A. Thompson, P.E. 4401 Vineland Road, Suite A6 Orlando, FL 32811

Subject: Permit #0534

Dear Mr. Thompson:

Thompson Engineering Group is hereby granted a construction permit related to the DoubeTree Hotel storm pond outfall structure replacement/repair project. 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 A-1, A-2, A-3 and S-1 titled Water Spillway Concrete Slap Remove and Replacement as recommended for approval by the District Engineer on February 7, 2025, become part of this permit.

Attest:	Signature:		
	Signature: Thompson Engineering Group, Inc.		
	Title:		
Attest:	Granted by:		
	Valencia Water Control District		
	By:		
	Roy Miller, President		

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025



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

www.cphcorp.com

February 7, 2025

Board of Directors Valencia Water Control District 2319 E. Livingston Street Orlando, FL 32801

RE: Valencia Water Control District (VWCD) Doubletree Hotel – storm pond outfall structure replacement/repair CPH Project Number 6816.07

Dear Honorable Board Members:

We have completed our review of the above referenced project submitted by Thompson Engineering Group, Inc., on February 7, 2025. Based on our review, we have no objection to the Board approving this modification to repair/replace the failed outfall structure from the hotel site (permit # 0534).

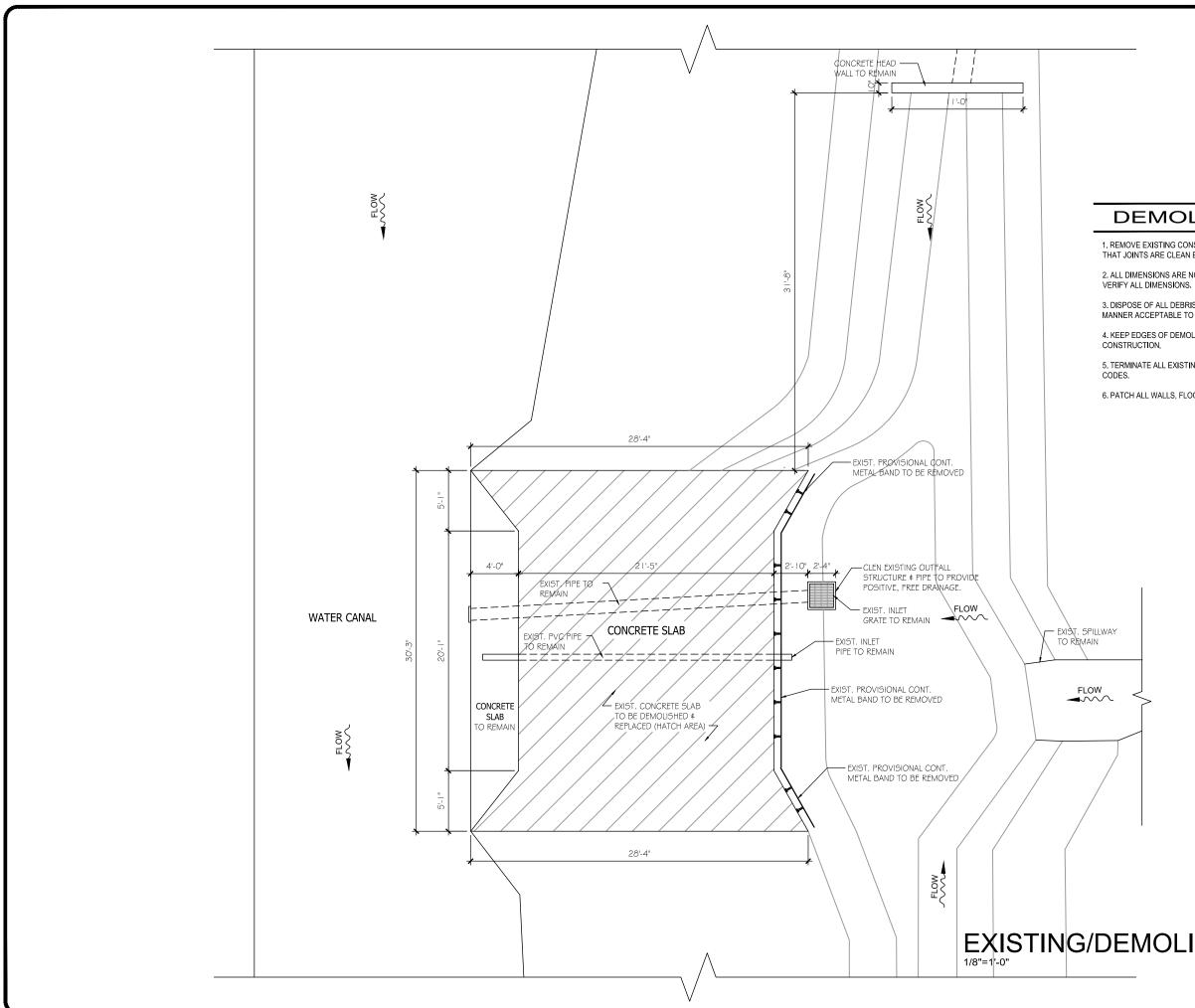
Sincerely,

CPH Consulting, LLC

lill CCG

Allen C. Lane, Jr., P.É. Sr. Project Manager

CC: Mr. Michael A. Thompson, P.E., file



## **DEMOLITION NOTES**

1. REMOVE EXISTING CONSTRUCTION FROM STRUCTURE TO REMAIN SO THAT JOINTS ARE CLEAN BETWEEN NEW AND EXISTING CONSTRUCTION.

2. ALL DIMENSIONS ARE NOMINAL (UNLESSS NOTED OTHERWISE. FIELD

3. DISPOSE OF ALL DEBRIS & RUBBISH IN AN ENVIRONMENTALLY SAFE MANNER ACCEPTABLE TO LOCAL JURISDICTIONS.

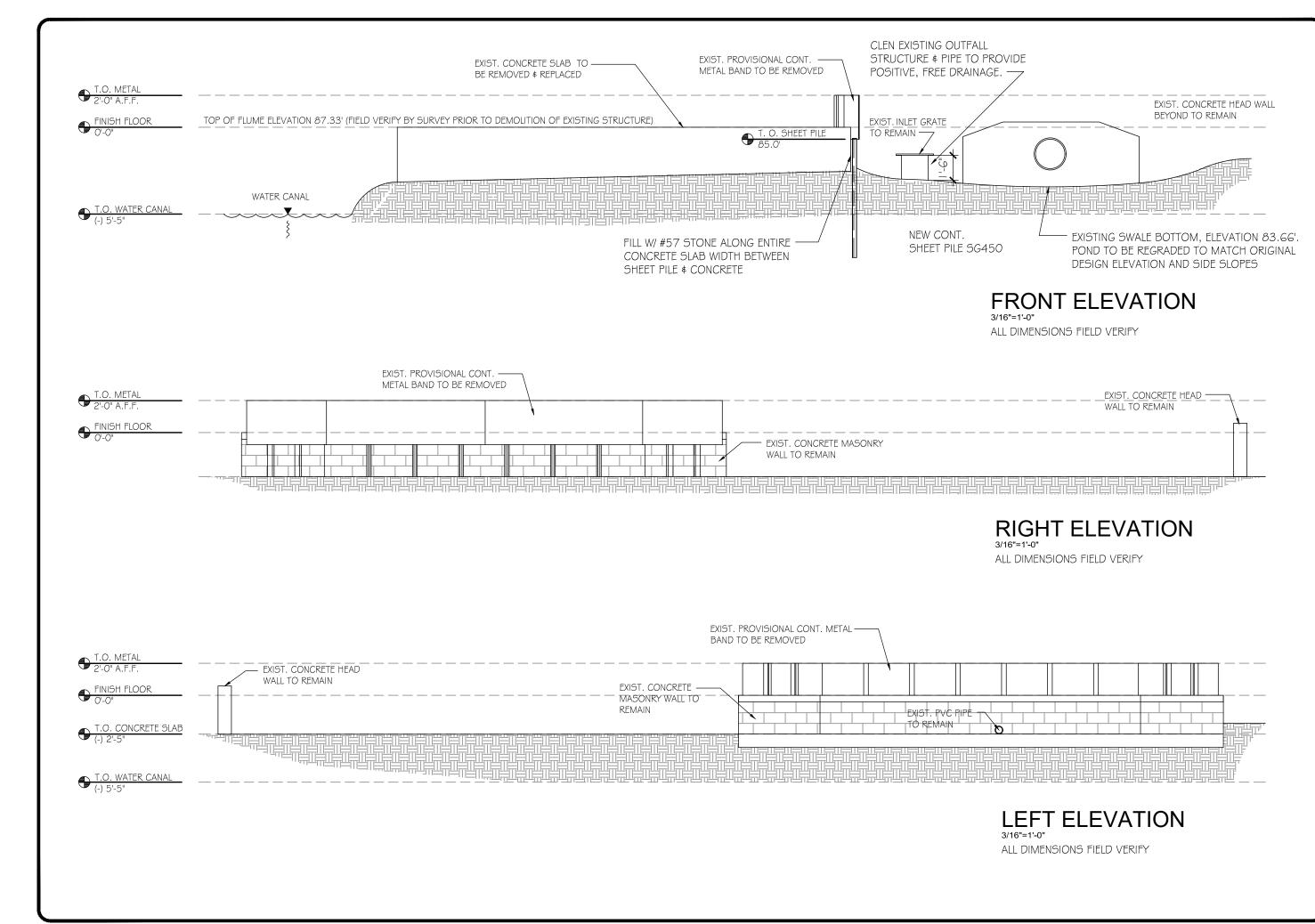
4. KEEP EDGES OF DEMOLITION AREAS CLEAN AND READY FOR NEW

5. TERMINATE ALL EXISTING SERVICES AS REQUIRED BY ALL APPLICABLE

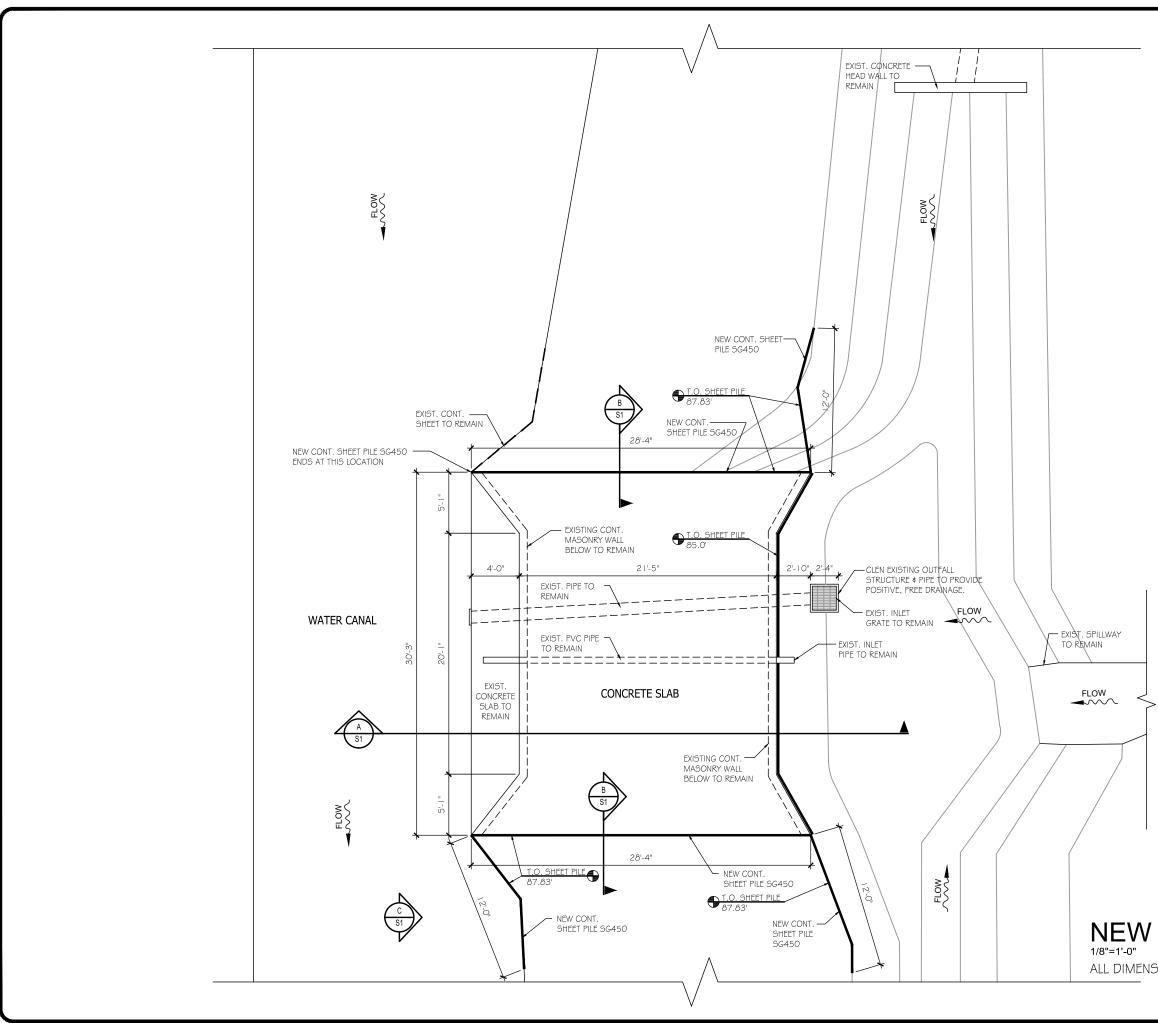
6. PATCH ALL WALLS, FLOORS, ETC. AS REQUIRED.

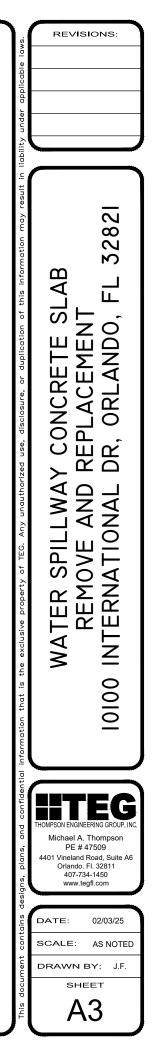
## EXISTING/DEMOLISH FLOOR PLAN

liability under applicable laws.	REVISIONS:
this document contains, designs, plans, and confidential information that is the exclusive property of TEG. Any unauthorized use, disclosure, or duplication of this information may result in liability under applicable laws.	WATER SPILLWAY CONCRETE SLAB REMOVE AND REPLACEMENT 10100 INTERNATIONAL DR, ORLANDO, FL 32821
ssigns, plans, and confident	HITTEGG THOMPSON ENGINEERING GROUP, INC. Michael A. Thompson PE # 47509 4401 Vineland Road, Suite A6 Orlando. FL 32811 407-734-1450 www.tegfl.com
This document contains de	DATE: 02/03/25 SCALE: AS NOTED DRAWN BY: J.F. SHEET A1



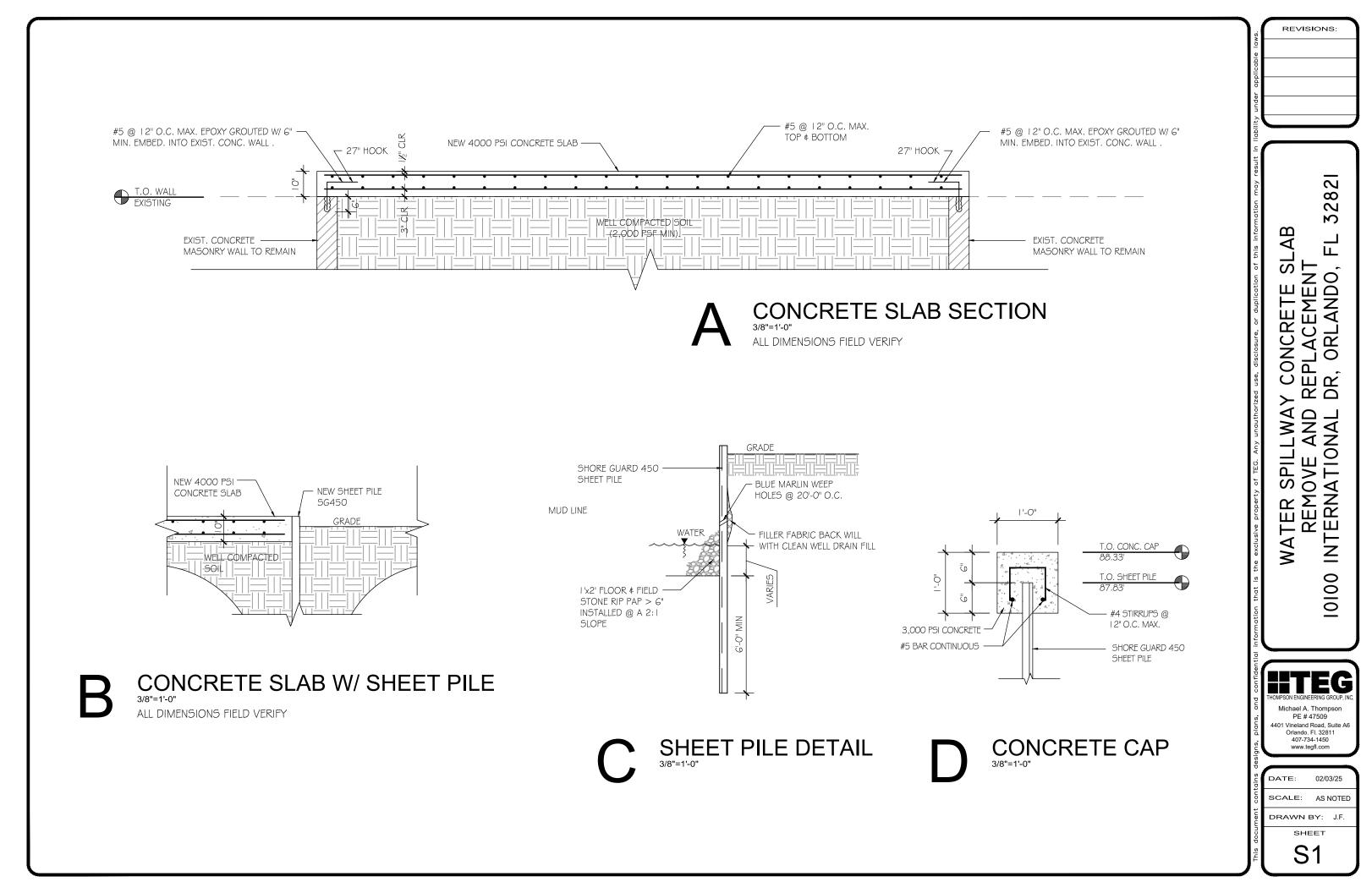
	ility under applicable laws.	
	This document contains designs, plans, and confidential information that is the exclusive property of TEG. Any unauthorized use, disclosure, or duplication of this information may result in liability under applicable laws.	WATER SPILLWAY CONCRETE SLAB REMOVE AND REPLACEMENT 10100 INTERNATIONAL DR, ORLANDO, FL 32821
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	s document contains des	DATE: 02/03/25 SCALE: AS NOTED DRAWN BY: J.F. SHEET
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## NEW FLOOR PLAN

ALL DIMENSIONS FIELD VERIFY



# SECTION VIII

# SECTION A

	Customer Call Log - Valencia Water Control District							
Date	Name	Subdivision	Address	Issue	Pond/Canal Name	Resolution	Date Resolved	
						Stacie V. reported issed to aquatic vendor for		
						review and treatment and notified resident. Ponds		
						were treated on 9/11/24. Resident reached out on		
						9/21/24 asking for update. Stacie V. advised that		
				Reached out to ask if pond behind		ponds were treated the week prior so it takes 1-2		
9/10/24	Rebecca Shanwenchen	Parkview North	5689 Parkview Lake Drive	home could be treated for vegetation	Parkview North Pond	weeks for vegetation to die and sink into the water.	9/11/24	
ł						Stacie V. directed her to the Orange County		
				Asked for a way to find out boundaries		Property Appraiser's website to find out ownership		
				of community reserve areas and who is		of areas but that the District only knows the		
9/19/24	Michele Moradi (HOA Admin)	Parkview Pointe	N/A	responsible for maintenance.	Parkview Pointe Pond	maintenance responsibilities of its own areas.	9/19/24	
						Chapie V replied that the District has already		
						Stacie V. replied that the District has already		
						placed signage at the entrances to the pond/canal		
				Charles of the star starting in the starting of the starting o		areas that are in the neighborhoods and that		
				Stated that a resident expressed		anyone can call the Orange County Sheriff who is		
				concern that there were people		deputized to trespass anyone caught. Also advised		
				observed fishing around the pond and		that HOA could also communicate to the residents		
				wanted to know if the District needed		that fishing/recreational use of the ponds is		
				to install more No Trespassing signs in		prohibited as sometimes resdients in the area think		
9/20/24	Michele Moradi (HOA Admin)	Parkview Pointe	N/A	the area.	Parkview Pointe Pond	that they are allowed to utilize the ponds.	9/20/24	
						Stacie V. advised that the District did not have any		
				The HOA president (Patty Yoak) asked		water meters but after researching the Orange		
				about an abandoned water meter on		County P.A. site noted that the tract in question		
				Orangewood Blvd. in the median across		was owned and maintained by the Waterview		
10/7/24	Michele Moradi (HOA Admin)	Parkview Pointe	Median on Orangewood Bly	0	N/A	Townhomes HOA so it was most likely theirs.	10/7/24	
10/7/24			Median on Orangewood Bi		IN/A		10/7/24	
						George F. responded that the area was reviewed and that it does not impact the ponds ability to		
				E-mailed Mr. Flint/Mr. Miller/Ms.		function in a storm event. The outfall pipe in that		
				Donton that there was a large island of		area from the roadway is functioning properly that discharges into the pond. Also both outflows of the		
10/8/24	Donna Finklestein	Lake Ridge	10529 Larissa Street	grass near her home that appeared to blocking the drain system.	Area 1 Pond	pond are clear.	10/8/24	
10/0/24		Lake Nuge	10323 Failssa Stider		AICA I FUIU	Stacie V. called FWC and authorized trapper to go	10/0/24	
				Called FWC to report aggressive		out using the reference number resident gave. Let		
						5		
10/11/24	Momir Jovanovic	Briarwood Townhomes	10147 Berry Field	alligator in pond and needed District approval for trapper to go out.	Briarwood Townhomes Pond	resident know it was handled and that the trapper would reach out to them directly.	10/11/24	
10/11/24			TOTAL DELLÀ LIEIN		bhai woou Townhomes Ponu	Stacie V. called resident back after confirming info	10/11/24	
				Called concerned about a worker from		with Mr. Flint that the company was hired by		
				a company called Flow Tech walking		Orange County to line drainage pipes that run from		
				behind their home and wanted to know		the roads to the ponds and was routine work, no		
10/30/24	Laura Vrchota	Deer Creek Village	5621 Donnelly Circle	why.	Deer Creek Pond 5	indication of drainage problems.	10/30/24	
.,,			,	Called concerned about workers from		· · · · · · · · · · · · · · · · · · ·	,	
				Flow Tech walking around the				
				community and looking at the ponds.		Stacie V. called resident back and gave same		
				Wanted to know if the District hired		information that was given to the last caller.		
				them. Also asked if ponds could be		Advised that the aquatic vendor would be notified		
10/30/24	Ursula Annunziata	Deer Creek Village	5414 Deer Creek Drive	treated.	Deer Creek Pond 4	to go out and treat the ponds.	10/30/24	
-,,							.,,-	

	Customer Call Log - Valencia Water Control District							
Date	Name	Subdivision	Address	Issue	Pond/Canal Name	Resolution	Date Resolved	
						Stacie V. e-mailed back after confirming with Mr.		
				E-mailed advising that there was		Flint that the company was hired by Orange County		
				company called Flow Tech that put a		to line the drainage pipes that run from the roads to		
				"giant" pump in the drain that was		the ponds. In order to do so they have to pump the		
				going into the pond. Wanted to know if		water out of the drain first and plug them so they	,	
				they were allowed to do this and if that		can install the lining and then let the water back in.		
12/23/24	Donna Finklestein	Lake Ridge	10529 Larissa Street	was sewer water.	Area 1 Pond	There was no cause for concern.	12/24/24	
						Ms. Jonson reached back out and advised that the		
				Reported leak near drainage area		HOA turned off their irrigation and the leak stopped		
1/27/25	Lee Ann Johnson (HOA)	Montpelier Village	Mason Dixon Circle	behind Mason Dixon Circle.	C-10 Canal	so it wasn't a District matter.	1/27/25	
				Asked that canal running behind the		Ms. Vanderbilt reached out to aquatic vendor to		
				park be treated for aquatic vegetation		treat the vegetation on next schedule. Treatment		
				as water was low and the vegetation		done on $1/3/25$ and would take a couple of weeks		
1/31/25	Aldo - Horticulture	Sea World	Sea World	was more visible.	C-5 Canal	to start browning.	2/3/25	
						Ms. Vanderbilt informed him that the mowing		
						would commence in May 2025 per the contract in		
				Called to inquire when the mowing		place. He suggested that mowing should be done		
				would start as it hadn't been done in		year round to keep the grass from getting too high		
2/13/25	Steve Arguello	Parkview Pointe	11408 Peachstone Court	since last year.	C-1 Canal	and hiding gators.	2/13/25	
						Ms. Vanderbilt called the resident back and		
				Called concerned that the water level		informed her that due to the work that was being		
				in the canal that runs through the		done at the end of the canal, the water level was		
				community appears to be drying up and		lowered on purpose and would be released when		
2/18/25	Coleen Radloff	Greenbriar	10037 Bynum Court	,	C-10 Canal	the work was done in the next couple of weeks.	2/18/25	
, , , -			, , , , , , , , , , , , , , , , , , , ,			Ms. Vanderbilt informed him again that the mowing		
						would commence in May and that outside of a		
						specific maintenance issue, the District wouldn't be		
				E-mailed pictures of the grass behind		scheduling additional mowing before then. He		
				his home and expressed additional		responded that the e-mail response was		
				concern that the mowing needed to be		unacceptable and asked for District Director's		
				done before May. Concerned about		information so he could make direct contact. Ms.		
2/27/25	Steve Arguello	Parkview Pointe	11408 Peachstone Court		C-1 Canal	Vanderbilt provided it to the resident.	2/27/25	

# SECTION B

# SECTION 1

### AGREEMENT FOR THE PROVISION OF VEGETATION REMOVAL SERVICES BETWEEN VALENCIA WATER CONTROL DISTRICT AND D.O.S. SERVICES, LLC

**This Agreement** (the "Agreement") is made and entered into this 13<sup>th</sup> day of August, 2024, by and between the following parties:

Valencia Water Control District, a local unit of special-purpose government established pursuant to Chapter 298, *Florida Statutes*, being situated in Orange County, Florida, and whose mailing address is 219 East Livingston Street, Orlando, Florida 32801 (the "District"); and

**D.O.S. Services, LLC,** a Florida corporation whose address is 1130 Roxboro Road, Longwood, Florida 32750 (the "Contractor").

### RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining drainage systems; and

WHEREAS, the District has a need to retain an independent contractor to provide the labor and materials necessary to remove vegetation from the identified areas as described herein in the attached **Exhibit A**, which is incorporated herein by reference (the "Services"); and

WHEREAS, Contractor represents that it is licensed, qualified and capable of providing the Services, and desires to contract with the District to do so in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE,** in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

- **A.** The Contractor agrees to provide the labor, tools and materials necessary for the provision of the Services, including clean-up of the District's property upon the conclusion of same, all in accordance with the terms of this Agreement and the attached **Exhibit A**.
- **B.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in

accordance with this Agreement. While providing the Services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall use industry best practices and procedures when carrying out the Services.

- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- **D.** The Contractor shall report directly to the District Director or his designee. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 3. COMPENSATION; TERM.

- A. As compensation for completion of the Services, excluding the procurement of any necessary governmental and/or regulatory permits that are required to complete the Services, the District agrees to pay the Contractor in accordance with the amounts indicated in Exhibit A. The Contractor shall invoice the District upon completion of the Services and the District shall remit payment to the Contractor within thirty (30) days of receipt of such an invoice, or within such earlier time as provided by the Prompt Payment Act.
- **B.** If the District should desire additional work or services not provided in **Exhibit A**, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement, and the Contractor shall perform such additional work or services as if described and delineated in this Agreement.
- C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**SECTION 4.** WARRANTY. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, the Services, including labor and materials, provided by the Contractor pursuant to this Agreement shall be warranted for ninety (90) days from the date of the final acceptance of the Services by the District.

**SECTION 5. TERMINATION.** The District agrees that the Contractor may terminate this Agreement for cause by providing fifteen (15) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide fifteen (15) days written notice of termination without cause. Upon any termination of this Agreement, and as the Contractor's sole and exclusive remedy for any termination hereunder, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 6. INSURANCE.

**A.** The Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
Bodily Injury (including contractual)	\$1,000,000/\$2,000,000
Property Damage (including contractual)	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
Bodily Injury and Property Damage	\$1,000,000

- **B.** The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- **C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

#### SECTION 7. INDEMNIFICATION.

- A. Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder up to the amount of One Million Dollars (\$1,000,000.00). By executing this Agreement, Contractor agrees such indemnification amount bears a reasonable commercial relationship to the Agreement.
- **B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

**SECTION 9.** LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 10. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**SECTION 11.** NO THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**SECTION 12. INDEPENDENT CONTRACTOR.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 13.** FINAL AGREEMENT. This instrument shall constitute the final and complete expression between the District and Contractor relating to the subject matter of this Agreement.

**SECTION 14. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

**SECTION 15. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 16. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent overnight delivery service, to the parties, as follows:

<b>A</b> .	If to District:	Valencia Water Control District 219 East Livingston Street Orlando, Florida 32801 Attn: District Director
	With a copy to:	Stephen Broome, District Counsel 920 ½ Delaney Ave (mailing P.O. Box 560185) Orlando, FL 32806

If to the Contractor:	D.O.S. Services, LLC
	1130 Roxboro Road
	Longwood, Florida 32750

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a nonbusiness day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

**SECTION 17.** ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 18.** CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Sarasota County, Florida.

SECTION 19. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is George Flint ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

If the Contractor has any questions regarding the application of Chapter 119, *Florida Statutes*, to the Contractor's duty to provide public records relating to this Agreement, please contact the District's Custodian of Public Records, George Flint by phone at (407) 841-5524, by email at gflint@gmscfl.com, or by mail at 219 East Livingston Street, Orlando, Florida 32801.

#### Section 20. Compliance with E-Verify System.

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statues*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 21. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 22. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 23.** COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

SECTION 24. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

**SECTION 25.** ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

## [SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective on the day and year first written above.

WITNESS:

M. Varlerbilt B Ke Xe

VALENCIA WATER CONTROL DISTRICT

**District Director** 

WITNESS:

B

D.O.S. Services, LLC

**Exhibit A: Proposal** 

## EXHIBIT A

## Proposal of Services 8/2/2024

D.O.S. Services 1130 Roxboro Rd. Longwood, FL 32750 407 751-8497 D.O.S.servicesfl@gmail.com

Attn: David Mahler

Site: C10 canal near water treatment plant

**Requested Service:** "The work will include removing the vegetation from the canal and hauling the debris off site. There is some minor vegetation up about 1 or 2 feet on the side of the canal bank that also needs to be included in the clearing."

**Proposed Service:** 

- 1. Remove vegetation from identified area in the C10 canal using long reach excavator working from 528 side of canal
- 2. Transport and stage vegetation to water treatment side of canal using dump bed trucks
- 3. Remove and dispose of staged vegetation using grapple truck
- 4. Mow bottom 5' of accessible slope with slope mower (removal with excavator may contribute to unwanted erosion potential)

Notes:

- 1. Grass disturbance is likely to occur, sod is not included in this proposal
- 2. Area will be smoothed out allowing for natural Bahia grass reseeding
- 3. Project duration anticipated at 3-4 days including debris removal
- 4. Sidewalk protection will be used to mitigate mechanical damage

Cost: \$16,500.00

Alternate 1: Sidewalk will be repaired if broken up to 60 square feet Cost: 4,200

Terms:

- 1. Payment Due within 20 days of notice of completion
- 2. Proposal expires after 30 days

Acceptance: \_\_\_\_\_

## Proposal of Services 8/27/2024

D.O.S. Services 1130 Roxboro Rd. Longwood, FL 32750 407 751-8497 D.O.S.servicesfl@gmail.com

Attn: David Mahler, Allen Lane, George Flint

Site: C4 Canal outfall to first sloped outfall towards Sea World Drive (120') Requested Service: Clear out vegetation and remove built up sediment Proposed Service:

- 1. Remove vegetation and deposited sediment from identified area in the C4 canal using long reach excavator working from Doubletree side of canal through existing gate (photos)
- 2. Transport and stage vegetation and sediment to area adjacent to Sea world Dr (photo) using dump bed truck
- 3. Remove and dispose of staged material using grapple truck

Cost: \$9,750

Notes:

- 1. Grass disturbance is likely to occur, sod is not included in this proposal
- 2. Area will be smoothed out allowing for natural Bahia grass reseeding
- 3. Project duration anticipated at 2-3 days including debris removal
- 4. Alternate will add 2 days
- 5. We will mitigate additional mechanical damage to curb

Alternate 1 (if performed at same time)

Service: Clear out vegetation and remove built up sediment in front of sloped outfalls From Sea World Drive to Sloped outfall referenced in above project (740')

Cost: \$9,000Total Cost 18,750Terms:1. Payment Due within 20 days of notice of completion<br/>2. Proposal expires after 30 days

Acceptance: \_\_\_\_\_



View from Sea World Dr.



Close-up of material staging area Sea World Dr



Access gate to easement



Overview of access and disposal area



Existing curb damage near gate

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	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.										
	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).										
		CER					TACT Bob Jo	ones			
		s Insurance Advisors, Inc. 20th Street				PHO	NE (770) 5	69-6802	FA	X /C, No): (772)	560 6800
		Beach FL 32960				(A/C, E-MA			(A	C, No): (112)	303-0033
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	and	o, Florida 32801									
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Δt	Attention:						Robert K. Jon	esLic # 41347	rwy r	.0	

ACORD 25 (2016/03) Certificate # 19750

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## NONGOVERNMENTAL ENTITY <u>ANTI-HUMAN TRAFFICKING AFFIDAVIT</u> (Section 787.06(13), Florida Statutes (2024))

STATE OF FLORIDA COUNTY OF Semino /

BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared [David Scharf] ("Affiant") who, being first duly sworn, on oath, says:

Affiant is an officer or authorized representative of  $[ \underline{105} Serul$ , and Affiant attests that  $\underline{105} Serul$  does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024).

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

DATED as of September	ZZ 2024. Dauldch
	[David Scharf], as [President] of [DOS Service] Affiant
$\Box$ online notarization, this $2/2$	SWORN TO before me by means of $\square$ physical presence or day of $\underline{\bigcirc}$ provide the second state of the sec
[Notary Seal]	Signature of person taking acknowledgment Name (typed, printed or stamped): <u>SIERNEN GLUCAS</u> Title or Rank: Serial number (if any):

## SECTION 2

### AGREEMENT FOR THE PROVISION OF SLOPE RESTORATION BETWEEN VALENCIA WATER CONTROL DISTRICT AND D.O.S. SERVICES, LLC

This Agreement (the "Agreement") is made and entered into this <u>1</u> day of <u>3</u> day of <u>3</u> 2024, by and between the following parties:

Valencia Water Control District, a local unit of special-purpose government established pursuant to Chapter 298, *Florida Statutes*, being situated in Orange County, Florida, and whose mailing address is 219 East Livingston Street, Orlando, Florida 32801 (the "District"); and

**D.O.S. Services, LLC,** a Florida corporation whose address is 1130 Roxboro Road, Longwood, Florida 32750 (the "Contractor").

#### RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining drainage systems; and

WHEREAS, the District has a need to retain an independent contractor to provide the labor and materials necessary to remove sediment, deposit sediment on existing slopes, spread grass seeds, and install turbidity fence from the identified areas as described herein in the attached **Exhibit A**, which is incorporated herein by reference (the "Services"); and

WHEREAS, Contractor represents that it is licensed, qualified and capable of providing the Services, and desires to contract with the District to do so in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE,** in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

### SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The Contractor agrees to provide the labor, tools and materials necessary for the provision of the Services, including clean-up of the District's property upon the conclusion of same, all in accordance with the terms of this Agreement and the attached **Exhibit A**.

- **B.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. While providing the Services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall use industry best practices and procedures when carrying out the Services.
- **C.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- **D.** The Contractor shall report directly to the District Director or his designee. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 3. COMPENSATION; TERM.

- A. As compensation for completion of the Services, excluding the procurement of any necessary governmental and/or regulatory permits that are required to complete the Services, the District agrees to pay the Contractor in accordance with the amounts indicated in Exhibit A. The Contractor shall invoice the District upon completion of the Services and the District shall remit payment to the Contractor within thirty (30) days of receipt of such an invoice, or within such earlier time as provided by the Prompt Payment Act.
- **B.** If the District should desire additional work or services not provided in **Exhibit A**, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement, and the Contractor shall perform such additional work or services as if described and delineated in this Agreement.
- C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**SECTION 4.** WARRANTY. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, the Services, including labor and materials, provided by the Contractor pursuant to this Agreement shall be warranted for ninety (90) days from the date of the final acceptance of the Services by the District.

**SECTION 5. TERMINATION.** The District agrees that the Contractor may terminate this Agreement for cause by providing fifteen (15) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide fifteen (15) days written notice of termination without cause. Upon any termination of this Agreement, and as the Contractor's sole and exclusive remedy for any termination hereunder, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 6. INSURANCE.

**A.** The Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
Bodily Injury (including contractual) Property Damage (including contractual)	\$1,000,000/\$2,000,000 \$1,000,000/\$2,000,000
roperty Dumage (metaaning conin actual)	\$1,000,000,\$2,000,000
Automobile Liability (if applicable) Bodily Injury and Property Damage	\$1,000,000

- **B.** The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the

District's obtaining the required insurance.

#### SECTION 7. INDEMNIFICATION.

- A. Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder up to the amount of One Million Dollars (\$1,000,000.00). By executing this Agreement, Contractor agrees such indemnification amount bears a reasonable commercial relationship to the Agreement.
- **B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**SECTION 8.** COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

**SECTION 9.** LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 10. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 11. NO THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**SECTION 12. INDEPENDENT CONTRACTOR.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 13.** FINAL AGREEMENT. This instrument shall constitute the final and complete expression between the District and Contractor relating to the subject matter of this Agreement.

**SECTION 14. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

**SECTION 15. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 16. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent overnight delivery service, to the parties, as follows:

А.	If to District:	Valencia Water Control District 219 East Livingston Street Orlando, Florida 32801 Attn: District Director
	With a copy to:	Stephen Broome, District Counsel 920 ½ Delaney Ave (mailing P.O. Box 560185)

#### Orlando, FL 32806

If to the Contractor:

D.O.S. Services, LLC 1130 Roxboro Road Longwood, Florida 32750

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a nonbusiness day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

**SECTION 17. ENFORCEMENT OF AGREEMENT.** In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 18. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Sarasota County, Florida.

SECTION 19. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is George Flint ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

If the Contractor has any questions regarding the application of Chapter 119, *Florida Statutes*, to the Contractor's duty to provide public records relating to this Agreement, please contact the District's Custodian of Public Records, George Flint by phone at (407) 841-5524, by email at gflint@gmscfl.com, or by mail at 219 East Livingston Street, Orlando, Florida 32801.

#### Section 20. Compliance with E-Verify System.

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statues*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 21. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 22. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 23. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

SECTION 24. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

**SECTION 25.** ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

### [SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective on the day and year first written above.

WITNESS:

B ancersi H

VALENCIA WATER CONTROL DISTRICT

Distric Director

WITNESS: B

D.O.S. Services, J.bC By: David, Scherr hs: prestlend

**Exhibit A: Proposal** 

## EXHIBIT A

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### Proposal of Services 11/17/2024

D.O.S. Services, LLC 1130 Roxboro Rd. Longwood, FL 32750 407 751-8497 D.O.S.servicesfl@gmail.com

Attn: David Mahler, Allen Lane and George Flint Site: C4 Canal west of International Dr and north of Sea Harbor Dr. Project Area: upstream side of pipe under Sea Harbor Dr. north 100' Proposed service:

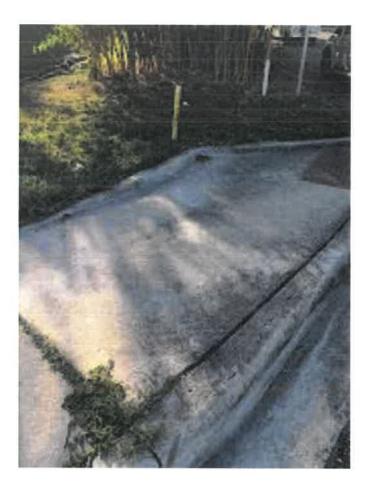
- 1. Remove sediment upstream of pipe for 100'
  - a. Sediment to be removed to bottom of pipe elevation
  - b. Bottom of canal width to be 6' in front of pipe
- 2. Deposit sediment on existing slopes of canal upstream of pipe for 100'
  - a. Contour slope from bottom elevation approximately 2:1 and 4:1 above water line as allowed by volume of sediment available
- 3. Spread 20 pounds of perennial rye grass blend seed and 25 pounds Pensacola Bahiagrass seed on disturbed areas and rebuilt slopes
- 4. Install 150' of turbidity fence to protect wetland west of project area **Cost: \$20,300.00**

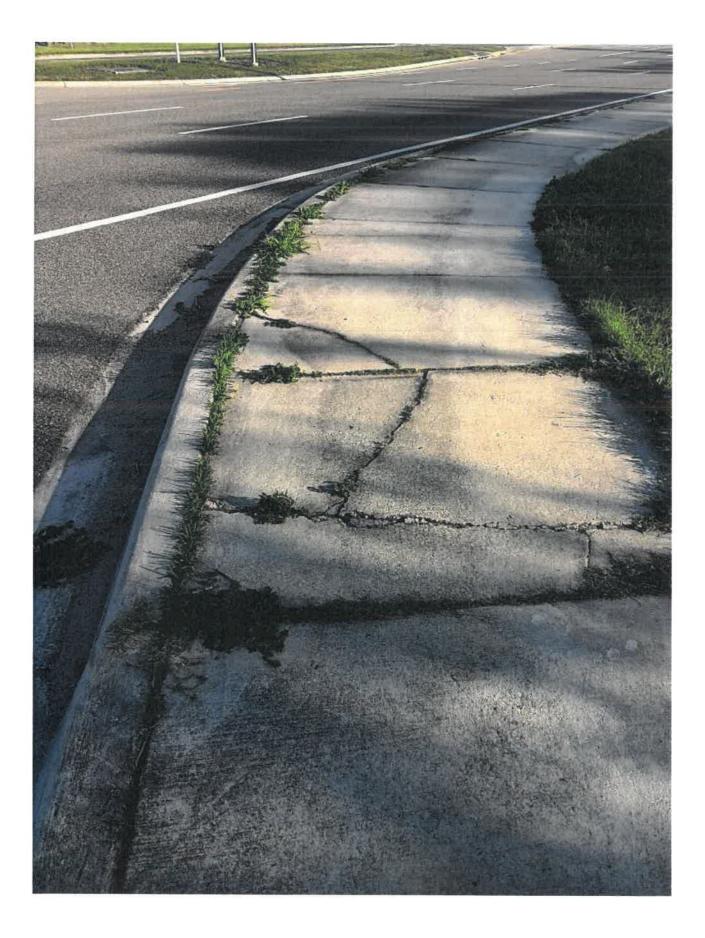
Alternate:

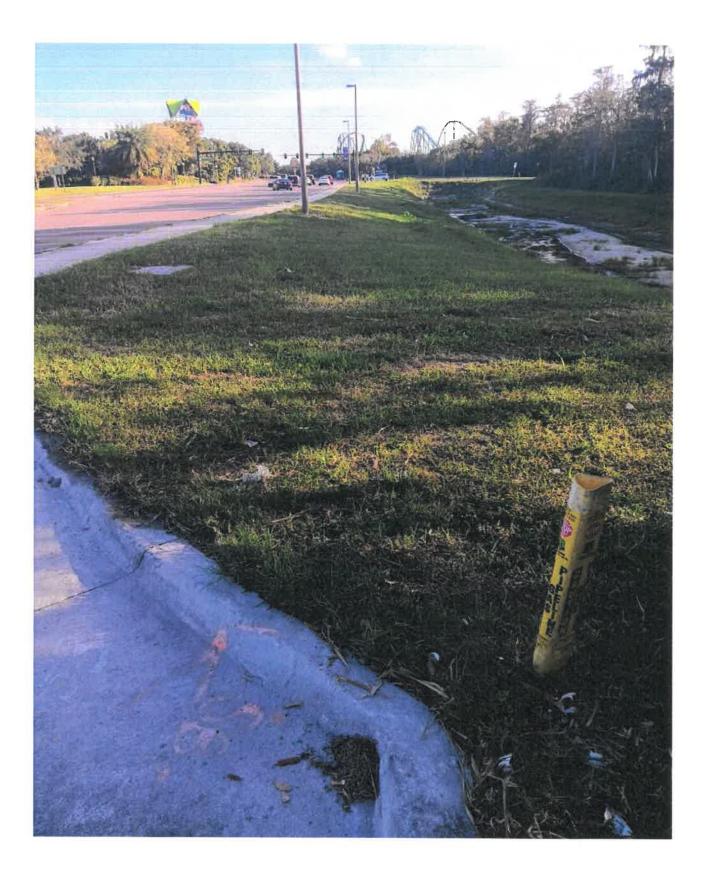
- 1. Concrete repair of additional sidewalk damage actual cost plus 10%
- 2. 2 bids will be sourced and provided

Notes:

- 1. Work to be performed by long reach excavator on east side of canal
- 2. Excavator to enter from the north in front of the Double Tree driveway
- 3. Erosion of rebuilt slope may occur in heavy rain
- 4. Grass seed to mitigate erosion, but is subject to germination and rain intensity
- 5. Clearance will need to be provided indicating that the excavator can pass over buried gas line
- 6. Track mats will be used to mitigate road, curb and sidewalk damage







# SECTION 3

## AGREEMENT FOR THE PROVISION OF SEDIMENT REMOVAL BETWEEN VALENCIA WATER CONTROL DISTRICT AND D.O.S. SERVICES, LLC

This Agreement (the "Agreement") is made and entered into this 10th day of February 2025, by and between the following parties:

Valencia Water Control District, a local unit of special-purpose government established pursuant to Chapter 298, *Florida Statutes*, being situated in Orange County, Florida, and whose mailing address is 219 East Livingston Street, Orlando, Florida 32801 (the "District"); and

**D.O.S. Services, LLC,** a Florida corporation whose address is 1130 Roxboro Road, Longwood, Florida 32750 (the "Contractor").

#### **RECITALS**

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining drainage systems; and

WHEREAS, the District has a need to retain an independent contractor to provide the labor and materials necessary to remove sediment, deposit sediment to fill and level eroded areas, install Bahia sod, and install construction cloth and limestone rip rap at the C-5 Canal south of Central Florida Parkway to first control structure as described herein in the attached **Exhibit A**, which is incorporated herein by reference (the "Services"); and

WHEREAS, Contractor represents that it is licensed, qualified and capable of providing the Services, and desires to contract with the District to do so in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE,** in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

#### SECTION 2. DESCRIPTION OF WORK AND SERVICES.

**A.** The Contractor agrees to provide the labor, tools and materials necessary for the provision of the Services, including clean-up of the District's property upon the conclusion of same, all in accordance with the terms of this Agreement and the attached **Exhibit A**.

- **B.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. While providing the Services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall use industry best practices and procedures when carrying out the Services.
- **C.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- **D.** The Contractor shall report directly to the District Director or his designee. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 3. COMPENSATION; TERM.

- A. As compensation for completion of the Services, excluding the procurement of any necessary governmental and/or regulatory permits that are required to complete the Services, the District agrees to pay the Contractor in accordance with the amounts indicated in Exhibit A. The Contractor shall invoice the District upon completion of the Services and the District shall remit payment to the Contractor within thirty (30) days of receipt of such an invoice, or within such earlier time as provided by the Prompt Payment Act.
- **B.** If the District should desire additional work or services not provided in **Exhibit A**, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement, and the Contractor shall perform such additional work or services as if described and delineated in this Agreement.
- **C.** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**SECTION 4.** WARRANTY. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, the Services, including labor and materials, provided by the Contractor pursuant to this Agreement shall be warranted for ninety (90) days from the date of the final acceptance of the Services by the District.

**SECTION 5. TERMINATION.** The District agrees that the Contractor may terminate this Agreement for cause by providing fifteen (15) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide fifteen (15) days written notice of termination without cause. Upon any termination of this Agreement, and as the Contractor's sole and exclusive remedy for any termination hereunder, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 6. INSURANCE.

**A.** The Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability Bodily Injury (including contractual)	\$1,000,000/\$2,000,000
Property Damage (including contractual)	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
Bodily Injury and Property Damage	\$1,000,000

- **B.** The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- **C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

#### **SECTION 7. INDEMNIFICATION.**

- A. Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder up to the amount of One Million Dollars (\$1,000,000.00). By executing this Agreement, Contractor agrees such indemnification amount bears a reasonable commercial relationship to the Agreement.
- **B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

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**SECTION 16. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent overnight delivery service, to the parties, as follows:

<b>A.</b>	If to District:	Valencia Water Control District 219 East Livingston Street Orlando, Florida 32801 Attn: District Director
	With a copy to:	Stephen Broome, District Counsel 920 ½ Delaney Ave (mailing P.O. Box 560185) Orlando, FL 32806

If to the Contractor:	D.O.S. Services, LLC
	1130 Roxboro Road
	Longwood, Florida 32750

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#### [SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective on the day and year first written above.

#### WITNESS:

M. Vandersilf stace R

VALENCIA WATER CONTROL DISTRICT

District Director

WITNESS:

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D.O.S. Services, LLC

**Exhibit A: Proposal** 

#### EXHIBIT A

## Proposal of Services 1/13/2025

D.O.S. Services 1130 Roxboro Rd. Longwood, FL 32750 407 751-8497 D.O.S.servicesfl@gmail.com

Attn: David Mahler, Allen Lane and George Flint

Site: C5 canal south of Central Florida Pkwy to first control structure Requested Service: Move deposited sediments in canal to fill washout near control structure wall and enhance adjacent slope and top of bank. Stabilize area next to wall with rip rap.

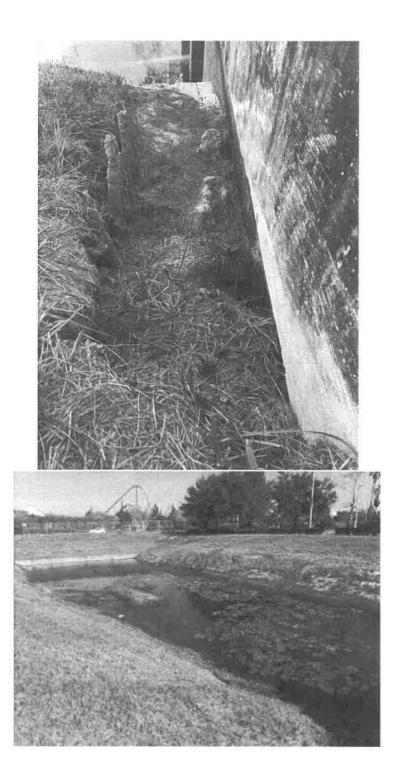
**Proposed Service:** 

- 1. Remove deposited sediments from the canal using long reach excavator working from west side of canal
- 2. Use excavated sediment to fill and level eroded area near the control structure wall and to rebuild slope and top of bank in work area
- 3. Install Bahia sod on top of bank and top of slope no more than 800sqft
- 4. Staple sod if necessary on slope
- 5. Install construction cloth and 12 yards of limestone rip rap from top of bank to below water line covering at least 5 feet of area adjacent to wall

#### Notes:

1. Grass disturbance is likely to occur with operations, sod installation is limited to rebuilt areas

Cost: \$18,000 Payment Due within 20 days of notice of completion



# SECTION C

#### AQUATIC MANAGEMENT STRATEGIES, INC.

2909 Old Winter Garden Road

Orlando, FL 32805

(407)207-5959

www.CleanFloridaPonds.com



ADDRESS Valencia Water Control District 1408 Hamlin Avenue, Unit E St. Cloud, FL 34771

ESTIMATE #	DATE	EXPIRATION DATE
1622	03/03/2025	05/03/2025

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

ACTIVITY		QTY	RATE	AMOUNT
<ul> <li>TRIPLOID GRASS CARP TRANSPORT AND STOCKING:</li> <li>- AMS will supply the equipment and labor to transport and stock permitted triploid grass carp at Valencia Water Control District pond Deer Creek 4.</li> <li>- AMS recommends that a total of (69) 8-12" triploid grass carp be stocked to bolster the current population for pondweed control.</li> <li>- AMS will notify Valencia Water Control District once a stocking date is confirmed. We will document the stocking with video, and encourage the event to be witnessed by the Valencia Water Control District board or a representative.</li> <li>- Fish will be transported in state of the art live-hauling tanks to ensure survivability.</li> </ul>		69	20.00	1,380.00
NOTE: This estimate requires a minimum 50% retainer of the	SUBTOTAL			1,380.00
amount stated herein to be paid upon authorization of this	TAX			0.00
estimate.	TOTAL		9	51,380.00

NOTE: All sales are final.

Accepted By

2-27-

Accepted Date

3/3/25

# SECTION D

# This item will be provided under

separate cover

# SECTION E

# SECTION 1



## Proposal to Provide Financial Auditing Services:

## VALENCIA Water Control District

Proposal Due: March 3, 2025

### Submitted to:

Valencia Water Control District c/o District Manager 219 East Livingston Street Orlando, Florida 32801

Submitted by: Antonio J. Grau, Partner Grau & Associates 1001 Yamato Road, Suite 301 Boca Raton, Florida 33431 Tel (561) 994-9299 (800) 229-4728 Fax (561) 994-5823 tgrau@graucpa.com www.graucpa.com



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March 3, 2025

Valencia Water Control District c/o District Manager 219 East Livingston Street Orlando, Florida 32801

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2024.

Grau & Associates (Grau) welcomes the opportunity to respond to the Valencia Water Control District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Government audits are at the core of our practice: **95% of our work is performing audits for local governments and of that 98% are for special districts.** With our significant experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to your operations.

#### Why Grau & Associates:

#### **Knowledgeable Audit Team**

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year-round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

#### Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

#### **Developing Relationships**

We strive to foster mutually beneficial relationships with our clients. We stay in touch year-round, updating, collaborating, and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

#### **Maintaining an Impeccable Reputation**

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

#### **Complying With Standards**

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA (<u>tgrau@graucpa.com</u>) or David Caplivski, CPA (<u>dcaplivski@graucpa.com</u>) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

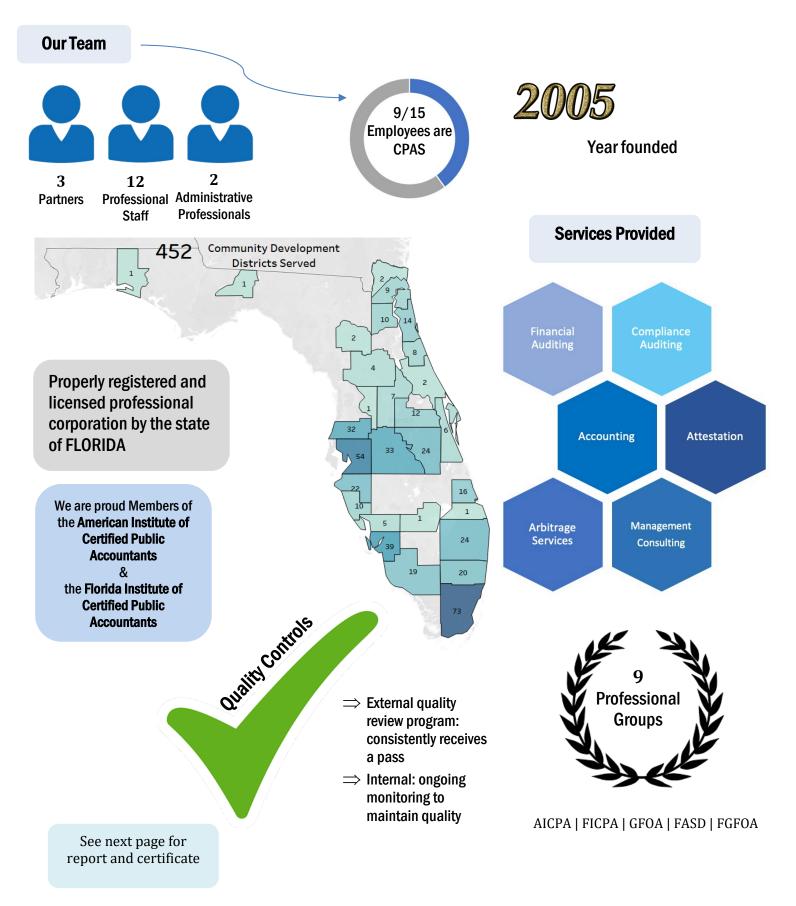
Very truly yours, Grau & Associates

Antonio J. Grau

## **Firm Qualifications**



## **Grau's Focus and Experience**









Peer Review Program

FICPA Peer Review Program Administered in Florida bv The Florida Institute of CPAs

AICPA Peer Review Program Administered in Florida by the Florida Institute of CPAs

March 17, 2023

Antonio Grau Grau & Associates 951 Yamato Rd Ste 280 Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

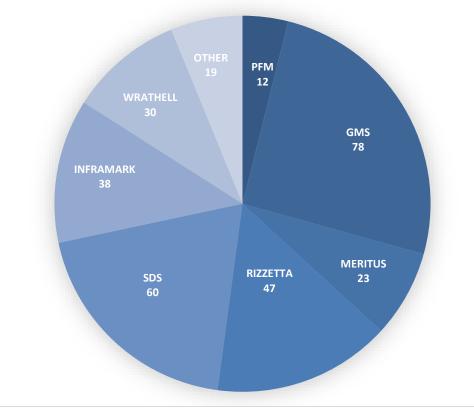
119 S Monroe Street, Suite 121 | Tallahassee, FL 32301 | 850.224.2727, in Florida | www.ficpa.org



## **Firm & Staff Experience**



## GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



### **Profile Briefs:**

#### Antonio J GRAU, CPA (Partner)

Years Performing Audits: 35+ CPE (last 2 years): Government Accounting, Auditing: 24 hours; Accounting, Auditing and Other: 56 hours Professional Memberships: AICPA, FICPA, FGFOA, GFOA

#### David Caplivski, CPA (Partner)

Years Performing Audits: 13+ CPE (last 2 years): Government Accounting, Auditing: 24 hours; Accounting, Auditing and Other: 64 hours Professional Memberships: AICPA, FICPA, FGFOA, FASD

"Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process." - Tony Grau

> "Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization." - David Caplivski



## **YOUR ENGAGEMENT TEAM**

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team. The Certified Information Technology Professional (CITP) Partner will bring a unique blend of IT expertise and understanding of accounting principles to the financial statement audit of the District.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.





## Antonio 'Tony ' J. Grau, CPA *Partner*

Contact: tgrau@graucpa.com | (561) 939-6672

#### Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

#### Education

University of South Florida (1983) Bachelor of Arts Business Administration

**Clients Served** (partial list) (>300) Various Special Districts, including:

Bayside Improvement Community Development District Dunes Community Development District Fishhawk Community Development District (I,II,IV) Grand Bay at Doral Community Development District Heritage Harbor North Community Development District St. Lucie West Services District Ave Maria Stewardship Community District Rivers Edge II Community Development District Bartram Park Community Development District Bay Laurel Center Community Development District

Boca Raton Airport Authority Greater Naples Fire Rescue District Key Largo Wastewater Treatment District Lake Worth Drainage District South Indian River Water Control

#### Professional Associations/Memberships

American Institute of Certified Public AccountantsFlorida Government Finance Officers AssociationFlorida Institute of Certified Public AccountantsGovernment Finance Officers Association MemberCity of Boca Raton Financial Advisory Board Member

#### Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	<u>56</u>
Total Hours	$\underline{80}$ (includes of 4 hours of Ethics CPE)





## David Caplivski, CPA/CITP, Partner

#### Contact : dcaplivski@graucpa.com / 561-939-6676

#### Experience

(	Grau & Associates	Partner
(	Grau & Associates	Manager
(	Grau & Associates	Senior Auditor
(	Grau & Associates	Staff Auditor

2014-2020 2013-2014 2010-2013

2021-Present

#### Education

Florida Atlantic University (2009) Master of Accounting Nova Southeastern University (2002) Bachelor of Science Environmental Studies

#### **Certifications and Certificates**

Certified Public Accountant (2011) AICPA Certified Information Technology Professional (2018) AICPA Accreditation COSO Internal Control Certificate (2022)

#### Clients Served (partial list)

(>300) Various Special Districts Aid to Victims of Domestic Abuse **Boca Raton Airport Authority Broward Education Foundation CareerSource Brevard** CareerSource Central Florida 403 (b) Plan **City of Lauderhill GERS City of Parkland Police Pension Fund City of Sunrise GERS Coquina Water Control District Central County Water Control District** City of Miami (program specific audits) City of West Park **Coquina Water Control District** East Central Regional Wastewater Treatment Facl. East Naples Fire Control & Rescue District

Hispanic Human Resource Council Loxahatchee Groves Water Control District Old Plantation Water Control District Pinetree Water Control District San Carlos Park Fire & Rescue Retirement Plan South Indian River Water Control District South Trail Fire Protection & Rescue District Town of Haverhill Town of Haverhill Town of Hypoluxo Town of Hillsboro Beach Town of Lantana Town of Lauderdale By-The-Sea Volunteer Fire Pension Town of Pembroke Park Village of Wellington Village of Golf

#### Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	<u>64</u>
Total Hours	<u>88</u> (includes 4 hours of Ethics CPE)

#### **Professional Associations**

Member, American Institute of Certified Public Accountants Member, Florida Institute of Certified Public Accountants Member, Florida Government Finance Officers Association Member, Florida Association of Special Districts



## References



We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

# Dunes Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 1998
Client Contact Darrin Mossing, Finance Direct	
	475 W. Town Place, Suite 114
	St. Augustine, Florida 32092
	904-940-5850

# **Two Creeks Community Development District**

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2007
<b>Client Contact</b>	William Rizzetta, President
	3434 Colwell Avenue, Suite 200
	Tampa, Florida 33614
	813-933-5571

# Journey's End Community Development District

Scope of Work	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
Dates	Annually since 2004
Client Contact	Todd Wodraska, Vice President 2501 A Burns Road Palm Beach Gardens, Florida 33410 561-630-4922



# Specific Audit Approach



# AUDIT APPROACH

# Grau's Understanding of Work Product / Scope of Services:

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. *You would be a valued client of our firm and we pledge to <u>commit all firm resources</u> to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will <u>exceed those expectations</u>. Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, <i>Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State of Local regulations. We will deliver our reports in accordance with your requirements.

### Proposed segmentation of the engagement

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



# **Phase I - Preliminary Planning**

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

### During this phase we will perform the following activities:

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.



# Phase II - Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

### **Phase III - Completion and Delivery**

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

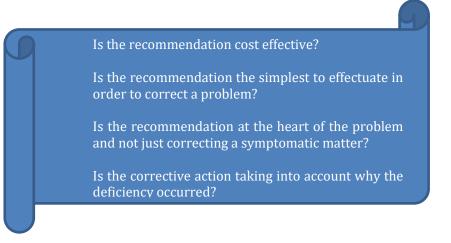
In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.



Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:



To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no "surprises" in the management letter and fosters a professional, cooperative atmosphere.

### **Communications**

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.



# **Cost of Services**



Our proposed all-inclusive fee for the financial audit for the fiscal year ended September 30, 2024, is \$6,000.

The above fee is based on the assumption that the District maintains its current level of operations. Should conditions change or Bonds are issued the fee would be adjusted accordingly upon approval from all parties concerned.



# **Supplemental Information**



# **PARTIAL LIST OF CLIENTS**

Boca Raton Airport Authority✓✓✓✓✓✓✓✓✓✓✓✓Ø30Captain's Key Dependent District✓✓✓✓✓✓✓Ø30Contral Broward Water Control District✓✓✓✓✓✓Ø30Coquina Water Control District✓✓✓✓✓Ø30East Central Regional Wastewater Treatment Facility✓✓✓✓Ø30Greater Boca Raton Beach and Park District✓✓✓✓Ø30Greater Naples Fire Control and Rescue District✓✓✓✓Ø30Indian River Farms Water Control District✓✓✓Ø30Indian River Farms Water Control District✓✓✓Ø30Indian River Masquito Control District✓✓✓Ø30Indian River Masquito Control District✓✓✓Ø30Indian Tail Improvement District✓✓✓Ø30Lake Padgett Estates Independent District✓✓✓Ø30Lake Padgett Rontrol District✓✓✓Ø30Indian Tail Improvement District✓<	SPECIAL DISTRICTS	Governmental Audit	Single Audit	Utility Audit	<b>Current Client</b>	Year End
Control Toy Depondent bitrict         Image: Control District         Image: C	Boca Raton Airport Authority	$\checkmark$	$\checkmark$		$\checkmark$	9/30
Collier Mosquito Control District··<···<	Captain's Key Dependent District	$\checkmark$			$\checkmark$	9/30
Sound Mater Control District         -         -         -         9/30           East Central Regional Wastewater Treatment Facility         -         -         -         9/30           Greater Boca Raton Beach and Park District         -         -         9/30           Greater Roge Raton Beach and Park District         -         -         9/30           Greater Naples Fire Control and Rescue District         -         -         9/30           Indian River Farms Water Control District         -         -         9/30           Indian River Farms Water Control District         -         -         9/30           Indian River Mosquito Control District         -         -         9/30           Indian River Mosquito Control District         -         -         9/30           Indian River Mosquito Control District         -         -         9/30           Indian Trail Improvement District         -         -         9/30           Lake Padgett Estates Independent District         -	Central Broward Water Control District	$\checkmark$			$\checkmark$	9/30
Gradient Habit Obstance         0	Collier Mosquito Control District	$\checkmark$			$\checkmark$	9/30
Florida Green Finance Authority✓✓✓✓✓✓✓Ø/30Greater Naples Fire Control and Rescue District✓✓✓✓Ø/30Green Corridor P.A.C.E. District✓✓✓Ø/30Indian River Farns Water Control District✓✓✓Ø/30Indian River Farns Water Control District✓✓✓Ø/30Indian River Mosquito Control District✓✓✓Ø/30Indian River Mosquito Control District✓✓✓Ø/30Indian River Mosquito Control District✓✓✓Ø/30Indian River Mosquito Control District✓✓✓Ø/30Lake Asbury Municipal Service Benefit District✓✓✓Ø/30Lake Padgett Estates Independent District✓✓✓Ø/30Lake Worth Drainage District✓✓✓Ø/30Loxahatchee Groves Water Control District✓✓✓Ø/30Diatation Water Control District✓✓✓Ø/30Pine Itse Water Control District (Wellington)✓✓✓Ø/30Pine Tree Water Control District (Wellington)✓✓✓Ø/30Port of The Islands Community Improvement District✓✓✓Ø/30San Carlos Park Fire Protection and Rescue Service District✓✓✓Ø/30San Carlos Park Fire Protection and Rescue Service District✓✓✓Ø/30San Carlos Park Fire Protection	Coquina Water Control District	$\checkmark$			$\checkmark$	9/30
Induced State ProductImage of the second state of the second	East Central Regional Wastewater Treatment Facility	$\checkmark$		$\checkmark$		9/30
Constant Deck         Constant	Florida Green Finance Authority	$\checkmark$				9/30
OrderControl PA.C.E. District✓✓✓✓Ø/30Hobe-St. Lucie Conservancy District✓✓✓✓Ø/30Indian River Farms Water Control District✓✓✓Ø/30Indian River Mosquito Control District✓✓✓Ø/30Indian Trail Improvement District✓✓✓Ø/30Key Largo Wastewater Treatment District✓✓✓Ø/30Lake Asbury Municipal Service Benefit District✓✓✓Ø/30Lake Asbury Municipal Service Benefit District✓✓✓Ø/30Lake Worth Drainage District✓✓✓Ø/30Lake Morth Drainage District✓✓✓Ø/30Lake Morth Drainage District✓✓✓Ø/30Loxahatchee Groves Water Control District✓✓✓Ø/30Old Plantation Water Control District✓✓✓Ø/30Pinellas Park Water Management District✓✓✓Ø/30Pinellas Park Water Control District (Broward)✓✓✓Ø/30Pinetree Water Control District (Broward)✓✓✓Ø/30Port of The Islands Community Improvement District✓✓✓Ø/30Ranger Drainage District✓✓✓Ø/30San Carlos Park Fire Protection and Rescue Service District✓✓Ø/30South Central Regional Wastewater Treatment and Disposal Board✓✓✓Ø/30S	Greater Boca Raton Beach and Park District	$\checkmark$			$\checkmark$	9/30
Construction         Construction<	Greater Naples Fire Control and Rescue District	$\checkmark$	$\checkmark$		$\checkmark$	9/30
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# **ADDITIONAL SERVICES**

### **CONSULTING / MANAGEMENT ADVISORY SERVICES**

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing

- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

### **ARBITRAGE**

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

Gurrent Arbitrage Calculations

We look forward to providing Valencia Water Control District with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!

For even more information on Grau & Associates please visit us on <u>www.graucpa.com</u>.



# SECTION 2

# Valencia Water Control District

### Proposer

DiBartolomeo, McBee, Hartley & Barnes, P.A. Certified Public Accountants

> 2222 Colonial Road, Suite 200 Fort Pierce, Florida 34950 (772) 461-8833

591 SE Port St. Lucie Boulevard Port Saint Lucie, Florida 34984 (772) 878-1952

**Contact:** 

Jim Hartley, CPA Principal

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# DMHB

## **DIBARTOLOMEO, MCBEE, HARTLEY & BARNES, P.A.**

**CERTIFIED PUBLIC ACCOUNTANTS** 

Valencia Water Control District Audit Selection Committee

Dear Committee Members:

We are pleased to have this opportunity to present the qualifications of DiBartolomeo, McBee, Hartley & Barnes, P.A. (DMHB) to serve as Valencia Water Control District's independent auditors. The audit is a significant engagement demanding various professional resources, governmental knowledge and expertise, and, most importantly, experience serving Florida local governments. DMHB understands the services required and is committed to performing these services within the required time frame. We have the staff available to complete this engagement in a timely fashion. We audit several entities across the State making it feasible to schedule and provide services at the required locations.

**Proven Track Record**— Our clients know our people and the quality of our work. We have always been responsive, met deadlines, and been willing to go the extra mile with the objective of providing significant value to mitigate the cost of the audit. This proven track record of successfully working together to serve governmental clients will enhance the quality of services we provide.

*Experience*—DMHB has a history of providing quality professional services to an impressive list of public sector clients in Florida. We currently serve a large number of public sector entities in Florida, including cities, villages, special districts, as well as a large number of community development districts. Our firm has performed in excess of 100 community development district audits. In addition, our senior management team members have between 25 and 35 years experience in serving Florida governments. DMHB is a recognized leader in providing services to governmental and non-profit agencies within the State of Florida. Through our experience in performing audits, we have been able to increase our audit efficiency and therefore reduce cost. We have continually passed this cost saving on to our clients and will continue to do so in the future. As a result of our experience and expertise, we have developed an effective and efficient audit approach designed to meet or exceed the performance specifications in accordance with audit 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 with minimal disruption to your operations. Our firm has frequent technical updates to keep our personnel informed and up to date on all changes that are occurring within the industry.

2222 Colonial Road, Suite 200 • Fort Pierce, Florida 34950 • 772-461-8833 • Fax: 772-461-8872 591 S.E. Port St. Lucie Blvd., • Port St. Lucie, Florida 34984 • 772-878-1952 • Fax: 772-878-1709

#### **Private Company Practice Section**

#### WWW.DMHBCPA.NET

*Timeliness* – In order to meet the Districts needs, we will perform interim internal control testing by January 31<sup>st</sup> from unaudited preliminary general ledgers provided. The remaining testing will be completed no later than May 1<sup>st</sup>. We will also review all minutes and subsequent needs related to the review of the minutes by January 31st. Follow up review will be completed as necessary.

*Communication and Knowledge Sharing*— Another driving force behind our service approach is frequent, candid and open communication with management with no surprises. During the course of the audit, we will communicate with management on a regular basis to provide you with a status report on the audit and to discuss any issues that arise, potential management letter comments, or potential audit differences.

In the accompanying proposal, you will find additional information upon which you can evaluate DMHB's qualifications. Our full team is in place and waiting to serve you. Please contact us at 2222 Colonial Road, Suite 200 Fort Pierce, FL 34950. Our phone number is (772) 461-8833. We look forward to further discussion on how our team can work together with you.

Very truly yours,

Sibertolomeo, U:Bee, Hartly : Barred

DiBartolomeo, McBee, Hartley & Barnes, P.A.

### **PROFESSIONAL QUALIFICATIONS**

DiBartolomeo, McBee, Hartley & Barnes, P.A. is a local public accounting firm with offices in the cities of Fort Pierce and Port St. Lucie. The firm was formed in 1982.

### > Professional Staff Resources

Our services will be delivered through personnel in both our Port St. Lucie and Ft. Pierce offices, located at 591 S.E. Port St. Lucie Blvd., Port St. Lucie, FL 34984 and 2222 Colonial Road, Suite 200, Fort Pierce, Florida 34950, respectively. DMHB has a total of 19 professional staff including 9 with extensive experience serving governmental entities.

Professional Staff Classification	Number of Professionals
Partner	4
Managers	2
Senior	2
Staff	11
	19

DiBartolomeo, McBee, Hartley & Barnes provides a variety of accounting, auditing, tax litigation support, estate planning, and consulting services. Some of the governmental, non-profit accounting, auditing and advisory services currently provided to clients include:

- Annual financial and compliance audits including Single Audits of State and Federal financial assistance programs under the OMB A-133 audit criteria
- Issuance of Comfort Letters, consent letters, and parity certificates in conjunction with the issuance of tax-exempt debt obligations, including compiling financial data and interim period financial statement reviews
- Assisting in compiling historical financial data for first-time and subsequent submissions for the GFOA Certificate of Achievement for Excellence in Financial Reporting

### **PROFESSIONAL QUALIFICATIONS (CONTINUED)**

### > Professional Staff Resources (Continued)

- > Audits of franchise fees received from outside franchisees
- > Preparation of annual reports to the State Department of Banking and Finance
- Audits of Internal Controls Governmental Special Project
- > Assistance with Implementation of current GASB pronouncements

### > Current and Near Future Workload

In order to better serve and provide timely and informative financial data, we have comprised an experienced audit team. Our present and future workloads will permit the proposed audit team to perform these audits within the time schedule required and meet all deadlines.

### Identification of Audit Team

The team is composed of people who are experienced, professional, and creative. They fully understand your business and will provide you with reliable opinions. In addition, they will make a point to maintain ongoing dialogue with each other and management about the status of our services.

The auditing firm you select is only as good as the people who serve you. We are extremely proud of the outstanding team we have assembled for your engagement. Our team brings many years of relevant experience coupled with the technical skill, knowledge, authority, dedication, and most of all, the commitment you need to meet your government reporting obligations and the challenges that will result from the changing accounting standards.

A flow chart of the audit team and brief resumes detailing individual team members' experience in each of the relevant areas follow.

Jim Hartley, CPA – Engagement Partner (resume attached) Will assist in the field as main contact

Jay McBee, CPA – Technical Reviewer (resume attached)

Christine Kenny, CPA – Senior (resume attached)

# **Jim Hartley**

# Partner – DiBartolomeo, McBee, Hartley & Barnes

### **Experience and Training**

Jim has over 35 years of public accounting experience and would serve as the engagement partner. His experience and training include:

- 35 years of non-profit and governmental experience.
- Specializing in serving entities ranging from Government to Associations and Special District audits.
- Has performed audits and advisory services for a variety of public sector entities.
- Has extensive experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines.
- Experienced in maintaining the GFOA Certificate of Achievement.
- 120 hours of CPE credits over the past 3 years.

### **Recent Engagements**

Has provided audit services on governmental entities including towns, villages, cities, counties, special districts and community development districts. Jim has assisted with financial statement preparation, system implementation, and a variety of services to a wide range of non-profit and governmental entities. Jim currently provides internal audit and consulting services to governmental entities and non-profit agencies to assist in implementing and maintaining "best practice" accounting policies and procedures. Jim provides auditing services to the Fort Pierce Utilities Authority, St. Lucie County Fire District, City of Port St. Lucie, Tradition CDD #1 - 10, Southern Groves CDD #1-6, Multiple CDD audits, Town of St. Lucie Village, Town of Sewall's Point, Town of Jupiter Island along with several other entities, including Condo and Homeowner Associations.

### **Education and Registrations**

- Bachelor of Science in Accounting Sterling College.
- Certified Public Accountant

### **Professional Affiliations**

- Member of the American Institute of Certified Public Accountants
- Member of the Florida Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

### **Volunteer Service**

- Treasurer & Executive Board St. Lucie County Chamber of Commerce
- Budget Advisory Board St. Lucie County School District
- Past Treasurer Exchange Club for Prevention of Child Abuse & Exchange Foundation Board
- Board of Directors State Division of Juvenile Justice

# Jay L. McBee

Partner – DiBartolomeo, McBee, Hartley & Barnes

### **Experience and Training**

Jay has over 45 years of public accounting experience and would serve as the technical reviewer on the audit. His experience and training include:

- 45 years of government experience.
- Specializing in serving local government entities.
- Has performed audits and advisory services for a variety of public sector entities including counties, cities, special districts, and school districts.
- Has experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines, including Circular A-133 and the Rules of the Auditor General.
- Has extensive experience in performing pension audits.
- Experienced in developing and maintaining the GFOA Certificate of Achievement.
- 120 Hours of relevant government CPE credits over the past 3 years.
- Experience in municipal bond and other governmental-financing options and offerings.

### **Recent Engagements**

Has provided auditing services on local governmental entities including towns, villages, cities, counties, special district and community development districts. Jay has assisted with financial preparation, system implementation, and a variety of government services to a wide range of governmental entities. Jay currently provides auditing services to the City of Port St. Lucie, City of Okeechobee Pension Trust Funds, St. Lucie County Fire District Pension funds, along with several other non-profit and governmental entities.

### **Education and Registrations**

- Bachelor of Science in Accounting and Quantitative Business Management West Virginia University.
- Certified Public Accountant

### **Professional Affiliations**

- Member of the American Institute of Certified Public Accountants
- Member of the Florida Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

### **Volunteer Service**

- Member of the St. Lucie County Citizens Budget Committee
- Finance committee for the First United Methodist Church
- Treasurer of Boys & Girls Club of St. Lucie County

# Christine M. Kenny, CPA

# Senior Staff – DiBartolomeo, McBee, Hartley & Barnes

# **Experience and training**

Christine has over 18 years of public accounting experience and would serve as a senior staff for the Constitutional Officers. Her experience and training include:

- 18 years of manager and audit experience.
- Has performed audits and advisory services for a variety of public sector entities including counties, cities, towns and special districts.
- Has experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines, including Circular A-133 and the Rules of the Auditor General.
- 100 hours of relevant government CPE credits over the past 3 years.

## **Recent Engagements**

Has provided audit services on governmental entities including towns, villages, cities and special districts. Christine has assisted with financial statement preparation, system implementation, and a variety of services to a wide range of non-profit and governmental entities. Christine currently provides services to multiple agencies to assist in implementing and maintaining "best practice" accounting policies and procedures.

Engagements include St. Lucie County Fire District, City of Fort Pierce, Town of Sewall's Point, and Town of St. Lucie Village.

### **Education and Registrations**

- Bachelor of Science in Accounting Florida State University
- Professional Affiliations
- Active Member of the Florida Institute of Certified Public Accountants
- Active Member of the American Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

### **PROFESSIONAL QUALIFICATIONS (CONTINUED)**

### *Governmental Audit Experience*

DiBartolomeo, McBee, Hartley & Barnes, P.A., through its principals and members, has provided continuous in-depth professional accounting, auditing, and consulting services to local government units, nonprofit organizations, and commercial clients. Our professionals have developed considerable expertise in performing governmental audits and single audits and in preparing governmental financial statements in conformance with continually evolving GASB pronouncements, statements, and interpretations. All of the public sector entities we serve annually are required to be in accordance with GASB pronouncements and government auditing standards. We currently perform several Federal and State single audits in compliance with OMB Circular A-133 and under the Florida Single Audit Act. Our professionals are also experienced in assisting their clients with preparing Comprehensive Annual Financial Reports (GFOA).

All work performed by our firm is closely supervised by experienced certified public accountants. Only our most seasoned CPA's perform consulting services. Some of the professional accounting, auditing, and management consulting services currently provided to our local governmental clients include:

- Annual financial and compliance audits including Single Audits of State and Federal financial assistance programs under OMB A-133 audit criteria and the Florida Single Audit Act
- Assisting in compiling historical financial data for first-time and supplemental submissions for GFOA Certificate of Achievement of Excellence in Financial Reporting
- > Audits of franchise fees received from outside franchisees
- Assistance with Implementation of GASB-34
- Internal audit functions
- Fixed assets review and updating cost/depreciation allocations and methods

### **ADDITIONAL DATA**

### > Procedures for Ensuring Quality Control & Confidentiality

Quality control in any CPA firm can never be taken for granted. It requires a continuing commitment to professional excellence. DiBartolomeo, McBee, Hartley & Barnes is formally dedicated to that commitment.

In an effort to continue to maintain the standards of working excellence required by our firm, DiBartolomeo, McBee, Hartley & Barnes, P.A. joined the Quality Review Program of the American Institute of Certified Public Accountants. To be a participating member firm, a firm must obtain an independent compliance review of its quality control policies and procedures to ascertain the firm's compliance with existing auditing standards on the applicable engagements. The scope of peer review is comprehensive in that it specifically reviews the following quality control policies and procedures of the participating firm:

- Professional, economic, and administrative independence
- Assignment of professional personnel to engagements
- Consultation on technical matters
- Supervision of engagement personnel
- Hiring and employment of personnel
- Professional development
- ➢ Advancement
- Acceptance and continuance of clients
- Inspection and review system

### Independence

Independence is a hallmark of our profession. We encourage our staff to use professional judgment in situations where our independence could be impaired or the perception of a conflict of interest might exist. In the governmental sector, public perception is as important as professional standards. Therefore, independent auditors must exercise utmost care in the performance of their duties.

Our firm has provided continuous certified public accounting services in the government sector for 31 years, and we are independent of the Community Development Districts as defined by the following rules, regulations, and standards:

### **ADDITIONAL DATA (CONTINUED)**

### > Independence (Continued)

- Au Section 220 Statements on Auditing Standards issued by the American Institute of Certified Public Accountants
- ET Sections 101 and 102 Code of Professional Conduct of the American Institute of Certified Public Accountants
- Chapter 21A-21, Florida Administrative Code
- Section 473.315, Florida Statutes
- Solution Government Auditing Standards, issued by the Comptroller General of the United States

### Computer Auditing Capabilities

DiBartolomeo, McBee, Hartley & Barnes' strong computer capabilities as demonstrated by our progressive approach to computer auditing and extensive use of microcomputers. Jay McBee is the MIS partner for DMHB. Jay has extensive experience in auditing and evaluating various computer systems and would provide these services in this engagement.

We view the computer operation as an integral part of its accounting systems. We would evaluate the computer control environment to:

- > Understand the computer control environment's effect on internal controls
- Conclude on whether aspects of the environment require special audit attention
- Make preliminary determination of comments for inclusion in our management letter

This evaluation includes:

- System hardware and software
- Organization and administration
- Access

# **Contracts of Similar Nature within References**

Client	Years	Annual Audit In Accordance With GAAS	Engagement Partner	Incl. Utility Audit/ Consulting	GFOA Cert.	GASB 34 Implementation & Assistance	Total Hours
St. Lucie County Fire District Karen Russell, Clerk-Treasurer (772)462-2300	1984 - Current	4	Jim Hartley			٦	250-300
City of Fort Pierce Johnna Morris, Finance Director (772)-460-2200	2005- current	4	Mark Barnes		$\checkmark$	V	800
Fort Pierce Utilities Authority Nina Hurtubise, Finance Director (772)-466-1600	2005- current	$\checkmark$	Jim Hartley	4	V	4	600
Town of St. Lucie Village Diane Robertson, Town Clerk (772) 595-0663	1999 – current	V	Jim Hartley			V	100
City of Okeechobee Pension Trust Funds Marita Rice, Supervisor of Finance (863)763-9460	1998 – current	$\checkmark$	Jay McBee				60
St. Lucie County Fire District 175 Pension Trust Fund Chris Bushman , Captain (772) 462-2300	1990 - current	٦	Jay McBee				60
Tradition Community Development District 1-10 Alan Mishlove,District Finance Manager (407)382-3256	2002 - current	4	Jim Hartley			1	350
Legends Bay Community Development District Patricia Comings-Thibault (321)263-0132	2013- current	V	Jim Hartley				50
Union Park Community Development District Patricia Comings-Thibault (321)263-0132	2013- current	۸	Jim Hartley				50
Deer Island Community Development District Patricia Comings-Thibault (321)263-0132	2013- current	1	Jim Hartley				50
Park Creek Community Development District Patricia Comings-Thibault (321)263-0132	2013- current	٦	Jim Hartley				50
Waterleaf Community Development District Patricia Comings-Thibault (321)263-0132	2013- current	V	Jim Hartley				50

### **TECHNICAL APPROACH**

### a. An Express Agreement to Meet or Exceed the Performance Specifications.

- 1. The audit will be conducted in compliance with the following requirements:
  - **a.** Rules of the Auditor General for form and content of governmental audits
  - **b.** Regulations of the State Department of Banking and Finance
  - **c.** Audits of State and Local Governmental Units-American Institute of Certified Public Accountants.
- 2. The audit report shall contain the opinion of the auditor in reference to all financial statements, and an opinion reflecting compliance with applicable legal provisions.
- 3. We will also provide the required copies of the audit report, the management letter, any related reports on internal control weaknesses and one copy of the adjusting journal entries and financial work papers.
- 4. The auditor shall, at no additional charge, make all related work papers available to any Federal or State agency upon request in accordance with Federal and State Laws and Regulations.
- 5. We will work in cooperation with the District, its underwriters and bond council in regard to any bond issues that may occur during the term of the contract.
- 6. The financial statements shall be prepared in conformity with Governmental Accounting Standards Board Statement Number 34, 63 and 65.

We will commit to issuing the audit for each Fiscal year by June 1<sup>st</sup> of the following year. In order to ensure this we will perform interim internal control testing as required by January 31<sup>st</sup> from unaudited preliminary general ledgers provided. The remaining testing will be completed no later than May 1<sup>st</sup>. We will also review all minutes and subsequent needs related to the review of the minutes by January 30<sup>th</sup>. Follow up review will be completed as necessary.

Audit Phase and Tasks	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.
I. Planning Phase:							
Meetings and discussions with Valencia Water Control District personnel regarding operating, accounting and reporting matters							
Discuss management expectations, strategies and objectives			 	 		 	
Review operations Develop engagement plan			I	L L	1		
Study and evaluate internal controls							
Conduct preliminary analytical review							
II. Detailed Audit Phase: Conduct final risk assessment							
Finalize audit approach plan							
Perform substantive tests of account balances							
Perform single audit procedures (if applicable)							
Perform statutory compliance testing			r T	r T			
III. Closing Phase: Review subsequent events, contingencies and commitments							
Complete audit work and obtain management representations							
Review proposed audit adjustments with client							
<i>IV. Reporting Phase:</i> Review or assist in preparation of financial statement for Valencia Water Control District							
Prepare management letter and other special reports Exit conference with Valencia Water							
Control District officials and management Delivery of final reports							

b. A Tentative Schedule for Performing the Key phases of the Audit

#### b. SPECIFIC AUDIT APPROACH

**Our partners are not strangers who show up for an entrance conference and an exit conference.** We have developed an audit plan that allows the partners to directly supervise our staff in the field. By assigning two partners to the audit, we will have a partner on-site for a significant portion of the fieldwork. This also gives the District an additional contact individual for questions or problems that may arise during the audit.

The scope of our services will include a financial, as well as, a compliance audit of the District's financial statements. Our audit will be conducted in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Additionally, our audit will be conducted in accordance with the provisions of Chapter 10.550, Rules of the Auditor General, which govern the conduct of local government entity audits performed in the State of Florida.

Our audit approach places emphasis on the accounting information system and how the data is recorded, rather than solely on the verification of numbers on a financial statement. This approach enables us to:

- Maximize our understanding of the District's operating environment
- Minimize time required conducting the audit since we start with broad considerations and narrow to specific audit objectives in critical areas

Our audit approach consists of four phases encompassing our audit process:

Planning Phase
Detailed Audit Phase
Closing Phase
Reporting

### <u>Planning Phase</u>

### **Meetings and Expectations:**

Our first step in this phase will be to set up a planning meeting with the financial and operating management of Valencia Water Control District. Our goal here is to eliminate "surprises." By meeting with responsible officials early on we can discuss significant accounting policies, closing procedures and timetables, planned timing of our audit procedures and expectations of our work. This will also be the starting point for our discussions with management related to *SAS No. 99-Consideration of Fraud in a Financial Statement Audit*. Inquiries will be made regarding managements knowledge of fraud and on management's views regarding the risk of fraud.

### **Review Operations and Develop Engagement Plan**

It is critical that we understand the District's operating environment. To do this we will obtain and review such items as, organizational charts, recent financial statements, budget information, major contracts and lease agreements. We will also gather other information necessary to increase our understanding of the District's operations, organization, and internal control.

### **Study and Evaluate Internal Control**

As part of general planning, we will obtain an understanding and assessment of the District's control environment. This assessment involves a review of management's operating style, written internal control procedures, and the District's accounting system. The assessment is necessary to determine if we can rely on control procedures and thus reduce the extent of substantive testing.

We then test compliance with established control procedures by ascertaining that the significant strengths within the system are functioning as described to us. Generally, transactions are selected and reviewed in sufficient detail to permit us to formulate conclusions regarding compliance with control procedures and the extent of operation compliance with pertinent laws and regulations. This involves gaining an understanding of the District's procedures, laws and regulations, and testing systems for compliance by examining contracts, invoices, bid procedures, and other documents. After testing controls, we then evaluate the results of those tests and decide whether we can rely on controls and thus reduce other audit procedures.

### **Conduct Preliminary Analytical Review**

Also during the planning stage, we undertake analytical procedures that aid us in focusing our energies in the right direction. We call these analytical reviews.

A properly designed analytical review can be a very effective audit procedure in audits of governmental units. Analytical reviews consist of more than just a comparison of current-year actual results to prior-year actual results. Very effective analytical review techniques include trend analysis covering a number of years and comparisons of information not maintained totally within the financial accounting system, such as per capita information, prevailing market interest rates, housing statistics, etc.

Some examples of effective analytical reviews performed together and/or individually include:

- Comparison of current-year actual results with current-year budget for the current and past years with investigation of significant differences and/or trends
- Trend analysis of the percentage of current-year revenues to current-year rates for the current and previous years with investigation of significant changes in the collection percentage
- Trend analysis of the percentage of expenditures by function for the current and previous years with investigation of significant changes in percentages by department
- Monthly analysis of receipts compared to prior years to detect trends that may have audit implications

Conclusions reached enable us to determine the nature, timing and extent of other substantive procedures.

### **Conduct Final Risk Assessment and Prepare Audit Programs**

Risk assessment requires evaluating the likelihood of errors occurring that could have a material affect on the financial statements being audited. The conclusions we reach are based on many evaluations of internal control, systems, accounts, and transactions that occur throughout the audit. After evaluating the results of our tests of control and our final risk assessment we can develop detailed audit programs.

### **Perform Substantive Tests of Account Balances**

These tests are designed to provide reasonable assurance as to the validity of the information produced by the accounting system. Substantive tests involve such things as examining invoices supporting payments, confirmation of balances with independent parties, analytical review procedures, and physical inspection of assets. All significant accounts will be subjected to substantive procedures. Substantive tests provide direct evidence of the completeness, accuracy, and validity of data.

### **Perform Single Audit Procedures (if applicable)**

During the planning phase of the audit we will request and review schedules of expenditures of federal awards and state financial assistance. These schedules will be the basis for our determination of the specific programs we will test.

In documenting our understanding of the internal control system for the financial statement audit, we will identify control activities that impact major federal and state programs as well. This will allow us to test certain controls for the financial audit and the single audit concurrently. We will then perform additional tests of controls for each federal and state program selected for testing. We will then evaluate the results of the test of controls to determine the nature, timing and extent of substantive testing necessary to determine compliance with major program requirements.

### **Perform Statutory Compliance Testing**

We have developed audit programs for Valencia Water Control District designed to test Florida Statutes as required by the Auditor General. These programs include test procedures such as general inquiries, confirmation from third parties, and examination of specific documents.

### **Closing Phase**

During the closing phase we perform detail work paper reviews, request legal letters, review subsequent events and proposed audit adjustments. Communication with the client is critical in this phase to ensure that the information necessary to prepare financial statements in conformity with accounting principles generally accepted in the United States has been obtained.

### **Reporting Phase**

### **Financial Statement Preparation**

As a local firm, we spend a considerable amount of time on financial statement preparation and support. With this in mind, we can assist in certain portions of the preparation of financial statements or simply review a draft of financials prepared by your staff. We let you determine our level of involvement.

### **Management Letters**

### We want to help you solve problems before they become major.

Our management letters go beyond citing possible deficiencies in the District's internal control structures. They identify opportunities for increasing revenues, decreasing costs, improving management information, protecting assets and improving operational efficiency.

The diversity of experience of our personnel and their independent and objective viewpoints make the comments, observations, and conclusions presented in our management letters a valuable source of information. We have provided positive solution-oriented objective recommendations to our governmental clients regarding investments, accounting accuracy, data processing, revenue bonds, payroll, utility billing, purchasing, budgeting, risk management, and internal auditing.

This review ensures the integrity of the factual data in the management letter but does not influence or impair our independence.

### **Exit Conferences and Delivery of Reports**

We anticipate meeting with appropriate District personnel in February and issuing the final required reports by the May meeting of each year.

# **PROPOSED AUDIT FEE**

DiBartolomeo, McBee, Hartley & Barnes P.A. will perform the annual audit of Valencia Water Control District as follows:

September 2024 \$ 4,700

In years of new debt issuance fees may be adjusted as mutually agreed upon.

# SECTION 3



March 3, 2025

Board of Supervisors Valencia Water Control District 219 E. Livingston Street Orlando, FL 32801

The following represents our understanding of the services we will provide Valencia Water Control District.

You have requested that we audit the business-type activities, each major fund, and the aggregate remaining fund information of *Valencia Water Control District*, as of September 30, 2024, and for the year then ended and the related notes, which collectively comprise *Valencia Water Control District* 's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit 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 opinion. 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 auditing standards generally accepted in the United States of America (GAAS) and in accordance with Government Auditing Standards, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, 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. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis

#### **Auditor Responsibilities**

We will conduct our audit in accordance with GAAS and in accordance with Government Auditing Standards, and Chapter 10.550, *Rules of the Auditor General.* As part of an audit in accordance with GAAS, Government Auditing Standards, and Chapter 10.550, *Rules of the Auditor* General, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design
  and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to
  provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for
  one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the
  override of controls.
- Obtain an understanding of the system of internal control 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 entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- 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, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

• Conclude, based on the audit evidence obtained, 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 a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and Government Auditing Standards.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

#### Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of *Valencia Water Control District* 's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

#### **Management Responsibilities**

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
  - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
  - ii. Additional information that we may request from management for the purpose of the audit;
  - iii. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence.
  - iv. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon. The accompanying supplementary information, which is the responsibility of management, will be subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. Our auditor's report will provide an opinion on the supplementary information in relation to the basic financial statements as a whole.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

#### **Nonattest Services**

With respect to any nonattest services we perform, such as drafting the financial statements and calculating depreciation, we will not assume management responsibilities on behalf of the District. However, we will provide advice and recommendations to assist management of the District in performing its responsibilities.

The District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitoring the system of internal control.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards, including Government Auditing Standards
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of the preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

#### Reporting

We will issue a written report upon completion of our audit of *Valencia Water Control District* 's basic financial statements. Our report will be addressed to the governing body of *Valencia Water Control District*. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report on the District's compliance with the requirements of Section 218.415, Florida Statutes upon completion of our audit.

#### Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

#### Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We expect to begin our audit in March 2025 and the audit reports and all corresponding reports will be issued no later than June 30, 2025.

Tamara Campbell is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising McDirmit Davis, LLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for these services described in this letter will be \$5,200 for the year ended September 30, 2024, inclusive of all costs and out-of-pocket expenses, unless the scope of the engagement is changed; the assistance that *Valencia Water Control District* has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding.

Our invoices for fees shall be rendered upon completion of the work, shall provide sufficient detail to demonstrate that fees charged are solely for the specified services as actually rendered and shall demonstrate compliance with the terms of this agreement.

This Agreement provides for the agreement period of one (1) year, unless terminated earlier in accordance with this Agreement. This agreement may be renewed for one additional year subject to the mutual agreement by both parties to the terms and fees for such renewal. The District agrees that Auditor may terminate this Agreement with or without cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Auditor agrees that the District may terminate this Agreement immediately with cause. Auditor further agrees that the District may terminate this Agreement by providing thirty (30) days' written notice of termination to Auditor. Upon any termination of this Agreement, Auditor shall be entitled to payment for all work and/or services rendered up until the effective termination date, subject to whatever claims or off-sets the District may have against Auditor.

Whenever possible, we will attempt to use Valencia Water Control District 's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

#### Public Records

Auditor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and. Accordingly, Auditor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Auditor acknowledges that the designated public records custodian for the District is Government Management Services ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Auditor shall 1) Keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract, transfer to the District, at no cost, all public records in Auditor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records to that are exempt or confidential and exempt from public records disclosure requirements for retaining public records that are exempt or confidential and exempt from public records disclosure start start of the duration guest records are transferred by Auditor, Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District, in a format that is compatible with Microsoft Word of Adobe PDF formats.

# IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT 407-841-5524, RECORDREQUEST@GMSCFL.COM, OR AT 219 EAST LIVINGSTON ST., ORLANDO, FL 32801.

At the conclusion of our audit engagement, we will communicate to the Board of Supervisors the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of McDirmit Davis, LLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities, pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of McDirmit Davis, LLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

McDirmit Davis

McDirmit Davis, LLC Orlando, FL

RESPONSE: This letter correctly sets forth our understanding. Acknowledged and agreed on behalf of Valencia Water Control District by:

Title:

## BUDGET REVIEW COMMITTEE MEETING

### Agenda

#### AGENDA

March 11, 2025

#### VALENCIA WATER CONTROL DISTRICT BUDGET REVIEW COMMITTEE MEETING

#### FOLLOWING 1 P.M. BOARD OF SUPERVISORS MEETING LAKE RIDGE VILLAGE CLUBHOUSE

#### Item

- 1. Call Budget Review Committee Meeting to Order
- 2. Public Comment Period
- 3. Acknowledge Notice of Meeting Proof of Publication
- 4. Review Proposed Fiscal Year 2025-2026 Budget and Setting Public Hearing
- 5. Adjourn Budget Review Committee Meeting

# SECTION III



#### Published Daily in Orange, Seminole, Lake, Osceola & Volusia Counties, Florida

#### Sold To:

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

#### <u>Bill To:</u>

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 11200-Misc. Legal Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Mar 04, 2025.

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

Signature of Affiant

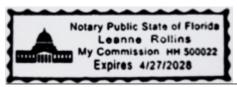
Rose Williams

Name of Affiant

Sworn to and subscribed before me on this 5 day of March, 2025, by above Affiant, who is personally known to me (X) or who has produced identification ().

ene Rollins

Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

7778190



#### 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 189.417, Florida Statutes, a Budget Review Committee Meeting has been scheduled for March 11, 2025 following the regular 1:00 pm monthly meeting to be held at the Lake Ridge Village Clubhouse, 10630 Larissa Street, Orlando, FL 32821. The purpose of the meeting is to review financial information in order to establish the 2025-2026 fiscal year budget.

"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, persons with disabilities needing a special accommodation should contact Valencia Water Control District at (407) 841-5524 x 101, not later than seven (7) days prior to the meeting."

Dated: March 3, 2025 Tiffany Moore Russell, Clerk of the Circuit Court 3/4/2025 7778190

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## SECTION IV

### Valencia Water Control District

Proposed Budget FY2026



### Table of Contents

1-2	General Fund
3-6	General Fund Narrative
7	Capital Reserve Fund

#### Valencia

Water Control District

**Proposed Budget** 

FY2026 General Fund

	Adopted	Actual	Projected	Total	I	Proposed
	Budget	Thru	Next	Projected		Budget
	FY2025	2/28/25	7 Months	9/30/25		FY2026
Revenues:		, ,		, ,		
Assessments - Tax Roll	\$ 617,665	\$ 410,032	\$ 207,633	\$ 617,665	\$	617,665
Interest	2,000	883	1,117	2,000		2,000
Total Revenues	\$ 619,665	\$ 410,914	\$ 208,751	\$ 619,665	\$	619,665
Expenditures:						
Administrative:						
Supervisor Fees	\$ 2,500	\$ -	\$ 1,750	\$ 1,750	\$	2,500
Engineering Fees	37,200	11,848	18,700	30,548		37,200
Attorney Fees	12,000	5,000	7,000	12,000		12,000
Annual Audit	5,200	-	5,200	5,200		5,200
Assessment Administration	5,250	5,250	-	5,250		5,408
Management Fees	55,944	23,310	32,634	55,944		57,622
Information Technology	1,890	788	1,103	1,890		1,947
Website Maintenance	1,260	525	735	1,260		1,298
Insurance	14,975	14,158	-	14,158		14,866
Report Preparation - NPDES	15,000	5,971	4,029	10,000		15,000
Office Lease/Storage	3,000	753	2,259	3,012		3,480
Printing & Binding	500	83	282	365		500
Postage	600	70	215	285		600
Legal Advertising	2,500	-	2,500	2,500		2,500
Bank Fees	600	206	308	514		600
Other Current Charges	400	-	200	200		400
Office Supplies	350	27	98	125		350
Election Fees	5,500	-	5,500	5,500		5,500
Meeting Rental Fee	500	-	350	350		500
Dues, Licenses & Subscriptions	2,175	175	2,000	2,175		2,175
Total Administrative:	\$ 167,344	\$ 68,163	\$ 84,862	\$ 153,025	\$	169,646
<b>Operations &amp; Maintenance</b>						
Contracts:						
Aquatic Weed Control	\$ 45,651	\$ 12,771	\$ 32,880	\$ 45,651	\$	45,651
Mowing	130,000	25,151	104,849	130,000		130,000
Tree Trimming	40,000	-	40,000	40,000		40,000
Water Quality Monitoring	19,746	6,582	13,164	19,746		19,746
Repairs & Maintenance:						
Canal & Retention Pond Maintenance	\$ 20,000	\$ 20,166	\$ 7,000	\$ 27,166	\$	30,000
Security Gates & Signs	750	-	615	615		750
NPDES Inspection & Fees	6,000	1,875	1,000	2,875		6,000
Operating Supplies	500	-	250	250		500
Contingency	2,500	-	1,250	1,250		2,500
Total Operations & Maintenance:	\$ 265,147	\$ 66,545	\$ 201,008	\$ 267,553	\$	275,147

#### Valencia

Water Control District

**Proposed Budget** 

FY2026

**General Fund** 

	Adopted Budget FY2025	Actual Thru 2/28/25	Projected Next 7 Months	Total Projected 9/30/25	Proposed Budget FY2026
Capital Improvements					
Transfer Out - Capital Reserve	\$ 187,174	\$ -	\$ 187,174	\$ 187,174	\$ 174,872
Total Reserves	\$ 187,174	\$ -	\$ 187,174	\$ 187,174	\$ 174,872
Total Expenditures	\$ 619,665	\$ 134,708	\$ 473,044	\$ 607,752	\$ 619,665
Excess Revenues (Expenditures)	\$ -	\$ 276,206	\$ (264,293)	\$ 11,913	\$ (0)
Fund Balance - Beginning	\$ -	\$ 152,448	\$ -	\$ 152,448	\$ -
Fund Balance - Ending	\$ -	\$ 428,654	\$ (264,293)	\$ 164,361	\$ (0)

	Maintenance Tax FY2025	Maintenance Tax FY2026
Net Assessment	\$617.665	\$617,665
Collection Cost (5%)*	\$32,509	\$32,509
Gross Assessment	\$650,174	\$650,173
Number of Units	9608	9608
Total Levy	\$67.67	\$67.67

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

#### **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 Fees**

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 Fees

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

#### <u>Annual Audit</u>

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

#### 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.

#### 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.

#### <u>Postage</u>

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.

#### <u>Bank Fees</u>

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.

#### Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Commerce for \$175 and an annual fee to the Florida Association of Special Districts for \$2,000.

#### **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	\$2,554	\$30,651
Contingency (Triploid Grass Carp)		\$15,000
Total		\$45,651

#### <u>Mowing</u>

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)	\$5,921	\$41,448
Long Mowing (6 per year)	\$14,280	\$85,677
Contingency		\$2,875
Total		\$130,000

#### Tree Trimming

Represents estimated costs for tree trimming within District maintained areas.

#### Water Quality Monitoring

Represents costs for the monthly water quality testing. District has contracted with Eurofins Environment Testing Southeast, LLC 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	\$1,000	\$12,000
Maintenance & Recording		
Contingency (Misc. Repairs)		\$18,000
Total		\$30,000

#### 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.

#### <u>NPDES Inspection & Fees</u>

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

#### **Operating Supplies**

Represents estimated costs for the purchases of operating supplies.

#### <u>Contingency</u>

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

<u>Transfer Out – Capital Reserve</u>

Represents funds to transferred to the Capital Reserve fund.

#### Valencia Water Control District Proposed Budget FY2026 Capital Reserve Fund

	Adopted	Actual	Projected	Total	Proposed
	 Budget	 Thru	 Next	 Projected	 Budget
	FY2025	2/28/25	7 Months	9/30/25	FY2026
Revenues:					
Transfer In	\$ 187,174	\$ -	\$ 187,174	\$ 187,174	\$ 174,872
Interest	45,000	21,567	23,433	45,000	45,000
Total Revenues	\$ 232,174	\$ 21,567	\$ 210,607	\$ 232,174	\$ 219,872
Expenditures:					
Contingency	\$ 500	\$ 203	\$ 297	\$ 500	\$ 500
Capital Improvements	70,461	46,550	168,000	214,550	94,734
Total Expenditures	\$ 70,961	\$ 46,753	\$ 168,297	\$ 215,050	\$ 95,234
Excess Revenues (Expenditures)	\$ 161,214	\$ (25,186)	\$ 42,310	\$ 17,124	\$ 124,638
Fund Balance - Beginning	\$ 1,239,466	\$ 1,296,061	\$ -	\$ 1,296,061	\$ 1,313,185
Fund Balance - Ending	\$ 1,400,680	\$ 1,270,875	\$ 42,310	\$ 1,313,185	\$ 1,437,823

Capital Improvement Projects Updated Fiscal Year 2025	
Description	Estimated Cost
C-4 Canal Outfall to first outfall towards Sea World	\$9,750.00
C-10 Canal near Water Treatment Plant	\$16,500.00
C-5 Canal west of I-Drive & north of Sea Harbor	\$20,300.00
C-5 Canal south of Cen. FL Pkwy to 1st control structure	\$18,000.00
C-10 Canal - Bank at Bend - West of Orangewood	\$150,000.00
Total	\$214,550.00

Capital Improvement Projects	
Fiscal Year 2026	
Description	Estimated Cost
C-5 Sea World Discharge Flume - Restoration	\$14,837.30
C-10 Overflow Weird at S-901 - Erosion	\$43,096.25
C-11 Canal - Restabilization @ S-1102 (Taft-Vineland)	\$23,103.50
C-3/C-1 Canal Weir Replacement	\$13,696.50
Total	\$94,733.55

Capital Improvement Projects Fiscal Year 2027	
Description	Estimated Cost
C-11 Canal, S-1101 Dredging, Beachline & JYP	\$124,286.25
MES Repairs	\$25,070.00
Total	\$149,356.25

Capital Improvement Projects	
Fiscal Year 2028	
Description	Estimated Cost
C-3 Canal - Additional Weir/Bank Stabiliaztion	\$7,797.00
C-4 & C-5 Canal Regrading	\$12,535.00
C-10 Canal - Reapir Along SR 528 by Tract F Pond	\$59,742.50
Total	\$80,074.50

Capital Improvement Projects Fiscal Year 2029	:
Description	Estimated Cost
C-12 Canal - Install Underdrain	\$55,867.00
C-1 Canal - Grading at CFP	\$65,722.50
Total	\$121,589.50
Combined Total	\$660,303.80