



# CITY OF OKEECHOBEE

55 SE THIRD AVENUE  
OKEECHOBEE, FL 34974

**SEPTEMBER 25, 2023**

**6:00 PM**

## LIST OF EXHIBITS

***Mayor***

Dowling R. Watford, Jr.

***Vice Mayor***

Monica Clark

***Council Members***

Noel Chandler

Bob Jarriel

David McAuley

Draft Minutes  
Warrant Register

September 5, 2023  
August, 2023

Exhibit 1	Ordinance 1279
Exhibit 2	Ordinance 1280
Exhibit 3	Resolution 2023-08
Exhibit 4	Okeechobee County School Board Agreement
Exhibit 5	USA Services Purchase Order
Exhibit 6	Craig A. Smith Purchase Order
Exhibit 7	Preliminary Plat Application No. 23-009-TRC/PP



**CITY OF OKEECHOBEE, FLORIDA**  
**SEPTEMBER 5, 2023, REGULAR CITY COUNCIL MEETING**  
**AND FIRST BUDGET PUBLIC HEARING**  
**DRAFT MEETING MINUTES**

**I. CALL TO ORDER**

Mayor Watford called the regular meeting of the City Council for the City of Okeechobee to order on September 5, 2023, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast (SE) 3<sup>rd</sup> Avenue, Room 200, Okeechobee, Florida. The invocation was offered by Pastor Matt Bowen, Christ Fellowship Church; followed by the Pledge of Allegiance led by Council Member McAuley.

**II. ATTENDANCE**

Roll was taken by City Clerk Lane Gamiotea to establish a quorum. Members present: Mayor Dowling R. Watford, Jr., Vice Mayor Monica M. Clark, Council Members Noel A. Chandler, Robert "Bob" J. Jarriel, and David R. McAuley.

**III. AGENDA AND PUBLIC COMMENTS**

A. There were no requests for items to be added, deferred, or withdrawn from the agenda.

B. Motion and second by Council Members McAuley and Jarriel to approve the agenda as published.  
**Motion Carried Unanimously.**

C. There were no comment cards submitted for public participation for issues not on the agenda.

**IV. PRESENTATIONS AND PROCLAMATIONS**

A. Mayor Watford recognized Mr. Rick Chartier for his years of volunteerism. He was presented with a framed Certificate of Appreciation read into the record as follows: **"The City Council of the City of Okeechobee recognizes the valuable contribution of community involvement and hereby extends this expression of grateful appreciation to Rick Chartier for faithful service as a dedicated member appointed to the City of Okeechobee Planning Board, the Board of Adjustment, and the Design Review Board, March 30, 2019 through August 30, 2023."**

B. Mayor Watford and Police Chief Donald Hagan recognized Detective Sergeant Almazan by presenting him with an engraved crystal mantel clock and a framed certificate read into the record as follows: **"Longevity Service Certificate presented to Aurelio Almazan in recognition of your 15 years of service, hard work, and dedication to the City, its citizens, and your fellow employees from September 5, 2008, through September 5, 2023. Presented on this 5<sup>th</sup> day of September 5, 2023 on behalf of the City Council for the City of Okeechobee, Florida."**

C. Mayor Watford proclaimed September as Hunger Action Month. The Proclamation was presented to Pastor Matt Bowen, on behalf of the Treasure Coast Food Bank, and read into the record as follows: **"Whereas, hunger and poverty remain issues of grave concern in the United States, the State of Florida, the Treasure Coast, and the City of Okeechobee with 7,467 family households in Okeechobee County unable to afford the basic costs of living; and Whereas, the City Council for the City of Okeechobee is committed to taking steps to raise awareness about the need to combat hunger in every part of our City and to provide additional resources that the citizens of Okeechobee need; and Whereas, the City of Okeechobee is committed to working with the Treasure Coast Food Bank in mobilizing people about the role and importance of food banks and other hunger relief organizations in addressing hunger and bringing attention to the need to devote more resources and attention to hunger issues; and Whereas, food banks and hunger relief organizations across the country, including the Treasure Coast Food Bank, coordinated Hunger Action Day on September 15, 2023, and will continue to host numerous events throughout the month of September to shed light on this important issue and encourage involvement in efforts to end hunger in their local community. Now, Therefore I, Dowling R. Watford, Jr., by virtue of the authority vested in me as Mayor of the City of Okeechobee, Florida, do hereby proclaim the month of September 2023 as "Hunger Action Month."**

**V. CONSENT AGENDA**

Motion by Council Member Jarriel, second by Vice Mayor Clark to:

A. Dispense with the reading and approve the Minutes for August 15, 2023 [as presented]; and

B. Reappoint Mr. Ray Worley to the Police Officers' Pension Fund Board of Trustees (City Resident 2 of 2), term being October 1, 2023, through September 30, 2027 [as presented in **Exhibit 1**].

**Motion Carried Unanimously.**

**VI. MAYOR WATFORD OPENED THE PUBLIC HEARING FOR ORDINANCE ADOPTION CONTINUED FROM AUGUST 15, 2023, AT 6:19 P.M.**

- A. The floor was opened for discussion on the motion made by Vice Mayor Clark, second by Council Member Chandler to adopt proposed Ordinance No. 1276, as amended on August 15, 2023, for Land Development Regulations (LDRs) Text Amendment Application No. 23-003-TA, adding storm shutter regulations within Chapter 90 of the Code of Ordinances [as presented in **Revised Exhibit 2**].

**Motion** by Vice Mayor Clark, second by Council Member Jarriel, to **amend proposed Ordinance No. 1276 as follows**: in the ordinance title, replace "PROTOCOLS" with "GUIDELINES" and add "PROHIBITING STORM SHUTTERS FROM BEING LEFT IN PLACE AND PROVIDING EXCEPTIONS." Add a sixth whereas clause that reads "for the purposes of this Ordinance, underlined type shall denote additions to and ~~strike-through~~ shall denote deletions from the original text". In Section 2 of the ordinance: second paragraph, replace Section 90-84 title from "Storm Shutters Protocol for Commercial and Residential Structures" with "Storm Shutters Guidelines for Commercial and Residential Structures." Paragraph (1), first sentence, delete "building", and "both as architectural features on the building and" to read "Storm shutters or storm panel systems permanently installed, hung, or attached to a commercial or residential structure which serve as protective coverings when closed in the event of a storm shall not remain in a closed/secured position so as to block windows or doors unless a hurricane or tropical storm warning or watch has been issued." Paragraphs (1) and (2), second sentence, add at the end: "for all window and/or door openings which serve as the sole ingress/egress for a room to the exterior of the structure and within 4-weeks of the end of the storm event for all other windows and doors." Delete the third sentence in Paragraphs (1) and (2) that reads "If a hurricane or tropical storm watch occurs during the 2-week period, a new 2-week period shall begin upon publication of a new hurricane or tropical storm warning."

**Roll Call Vote on Motion to Amend**: Chandler-Yea, Clark-Yea, Jarriel-Yea, McAuley-Yea, Watford-Yea.

**Motion to Amend Carried.**

There were no comments from the public. **Roll Call Vote on Motion As Amended**: Chandler-Yea, Clark-Yea, Jarriel-Yea, McAuley-Yea, Watford-Yea.

**Motion Carried As Amended.**

**MAYOR WATFORD CLOSED THE PUBLIC HEARING FOR ORDINANCE ADOPTION AT 6:24 P.M.**

**VII. MAYOR WATFORD OPENED THE FIRST BUDGET PUBLIC HEARING AT 6:24 P.M.**

- A. Mayor Watford announced the purpose of this Public Hearing is to consider the first reading of ordinances for the proposed Millage Rate levy and proposed Budget for Fiscal Year (FY) October 1, 2023, through September 30, 2024.
- B. Mayor Watford announced the proposed Millage Rate levy represented 2.84 percent more than the roll-back rate of 6.1801 computed pursuant to Florida Statutes 200.065(1).
- C. Motion and second by Council Members Chandler and Jarriel to read by title only, proposed Ordinance No. 1279, levying a Millage Rate of 6.3556 on all real and tangible personal property for proposed FY October 1, 2023, through September 30, 2024 [as presented in **Exhibit 3**].

**Motion Carried Unanimously.**

City Attorney Greg Hyden read the title of proposed Ordinance No. 1279 into the record as follows: "**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OKEECHOBEE, FLORIDA; LEVYING THE AD VALOREM PROPERTY TAX MILLAGE RATE FOR MUNICIPAL PURPOSES ON ALL TAXABLE PROPERTY WITHIN THE CITY IN ACCORDANCE WITH THE PROVISIONS OF STATE LAW FOR THE FY BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; PROVIDING THAT 6.3556 PER THOUSAND DOLLAR VALUATION SHALL NOT BE LEVIED ON HOMESTEAD PROPERTY; THAT 6.3556 VALUATION SHALL BE USED FOR GENERAL CITY PURPOSES; THAT SAID MILLAGE RATE IS 2.84 PERCENT MORE THAN THE ROLL-BACK RATE OF 6.1801 COMPUTED IN ACCORDANCE WITH FLORIDA STATUTE 200.065(1); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**"

Motion and second by Council Members Jarriel and McAuley to approve the first reading of proposed Ordinance No. 1279 and set the final Public Hearing at 6:00 P.M. on September 25, 2023. There were no comments from the public.

**Motion Carried Unanimously.**

## VII. FIRST BUDGET PUBLIC HEARING CONTINUED

- D. Motion by Vice Mayor Clark, second by Council Member Jarriel, to read by title only, proposed Ordinance No. 1280, adopting the annual Budget for FY October 1, 2023, through September 30, 2024.  
**Motion Carried Unanimously.**

Attorney Hyden read the title of proposed Ordinance No. 1280 into the record as follows: **“AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR THE CITY OF OKEECHOBEE, FLORIDA; FOR THE FY BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; APPROPRIATING FUNDS FOR OPERATING EXPENSES OF THE CITY OF OKEECHOBEE FOR THE GENERAL OPERATION OF THE SEVERAL DEPARTMENTS OF THE CITY AND OTHER FIXED OBLIGATIONS OF THE CITY FOR AND DURING THE FY; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.”**

Motion and second by Council Members Chandler and McAuley to approve the first reading of proposed Ordinance No. 1280 and set the final Public Hearing at 6:00 P.M. on September 25, 2023.

Finance Director Riedel clarified the changes within the budget presented include a cost of living \$2.00/hour salary adjustment and the lower ad valorem rate. These changes were based on the consensus of the Council at the Second Budget Workshop held on August 15, 2023.

There were no comments from the public. **Motion** by Council Member Jarriel, second by Vice Mayor Clark **to amend proposed Ordinance No. 1280 to utilize the \$109,094.00 being transferred-out from the General Fund to the Capital Improvement Project Funds, increasing the projected expenditures from \$1,000,000.00 to \$1,109,094.00 for infrastructure projects.**

**Roll Call Vote on the Motion to Amend:** Chandler-Yea, Clark-Yea, Jarriel-Yea, McAuley-Yea, Watford-Yea.

**Motion to Amend Carried.**

**Roll Call Vote on the Motion As Amended:** Chandler-Yea, Clark-Yea, Jarriel-Yea, McAuley-Yea, Watford-Yea.

**Motion Carried As Amended.**

## MAYOR WATFORD CLOSED THE FIRST BUDGET PUBLIC HEARING AT 6:44 P.M.

## VIII. NEW BUSINESS

- A. Motion and second by Council Members Jarriel and McAuley to approve the ranking Carr, Riggs, and Ingram LLC, 98 points, and CliftonLarsonAllen LLP, 85.5 points, and award a 3-year Contract for Request for Proposals No. ADM 01-32-07-23, Professional Auditing Services to Carr, Riggs, and Ingram LLC [as presented in **Exhibit 5**].  
**Motion Carried Unanimously.**
- B. Motion by Vice Mayor Clark, second by Council Member Chandler to approve the renewal of Property and Casualty Insurance coverages with Public Risk Management with an effective date of October 1, 2023 [as presented in **Exhibit 6**].  
**Motion Carried Unanimously.**
- C. Motion by Council Member Chandler, second by Vice Mayor Clark to allow Freedom Baptist Church to use City property located at 1003 Southwest 3<sup>rd</sup> Avenue (Primitive Baptist Church) for overflow parking on Sunday mornings and other special times. After discussion, it was agreed a Memorandum of Understanding addressing maintenance and insurance will be drafted, this matter will be brought back before the Council. **Motion Carried Unanimously.**
- D. A Biomedical Operation is interested in purchasing an acre of a 2.5-acre Lot in the City Commerce Center to relocate from Miami. **The consensus of the Council was to not negotiate a land purchase with this buyer.**

## IX. CITY ATTORNEY UPDATE

- Working on Technical Review Committee Code amendment.
- Second review of License Plate Camera Reader Agreement.
- Satisfaction of Lien for Mary Koger completed.
- Continuing to address issues with the title for Cattlemen's Square.
- Reviewing changes to the Code required with the adoption of the new Charter.



**X. CITY ADMINISTRATOR UPDATE**

- Attorney is reviewing the Developer's Agreement and Covenants for a Final Plat Application.
- South Florida Water Management District has issued the permit for the City Commerce Center.
- Suggested Council consider amending the Code to broaden membership to City business owners, who reside outside the County, to serve on the Planning Board, the Board of Adjustment, and the Design Review Board. **There was a consensus of the Council to move forward with this amendment.**
- Proposed ban on medical marijuana dispensary businesses will be discussed at the next Planning Board meeting.

**XI. COUNCIL COMMENTS**

Council Members Chandler and Jarriel noted comments to Attorney Hyden about medical marijuana dispensary operations.

Council Member Jarriel said he felt better about the budget.

Council Member Jarriel and Vice Mayor Clark again commented they were in favor of changing the Code to include business owners (see City Administrator's update).

**XII. ADJOURNMENT**

There being no further items of discussion, Mayor Watford adjourned the meeting at 7:14 P.M.

Submitted By:

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Lane Gamiotea, CMC, City Clerk

Please take notice and be advised that when a person decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, s/he may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. City Clerk media are for the sole purpose of backup for official records of the Clerk.



Okeechobee, FL

# Check Report

By Check Number

Date Range: 08/01/2023 - 08/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: CapVeh Fund-Capital Vehicle Fund Truist Checking						
W&W	W&W Lumber Company of Okeechobee	08/16/2023	Regular	0.00	512.41	1965

## Bank Code CapVeh Fund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	1	0.00	512.41
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>2</b>	<b>1</b>	<b>0.00</b>	<b>512.41</b>

## Check Report

Date Range: 08/01/2023 - 08/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: GenFund-General Fund Checking-Truist Checking</b>						
City Of Okeechobee P	City Of Okeechobee Payroll Account	08/10/2023	EFT	0.00	112,344.25	197
1644	PRM - Health Insurance	08/16/2023	EFT	0.00	56,230.45	198
1770	PRM - Life, LTD & STD	08/16/2023	EFT	0.00	2,412.72	199
1770	PRM - Life, LTD & STD	08/16/2023	EFT	0.00	1,417.15	200
1645	PRM - Vision & Dental	08/16/2023	EFT	0.00	2,388.24	201
City Of Okeechobee P	City Of Okeechobee Payroll Account	08/24/2023	EFT	0.00	108,609.64	202
BOA- 2709 fka 0257 a	Bank of America - 2709 fka 0257 Admin	08/10/2023	Regular	0.00	1,438.50	46204
BOA- 9616	Bank of America - 9616 PD#2	08/10/2023	Regular	0.00	1,142.13	46205
BOA- 9852 fka 8540	Bank of America - 9852 fka 8540	08/10/2023	Regular	0.00	23.82	46206
BOA- 9928 fka 2303 P	Bank of America - 9928 fka 2303 PW	08/10/2023	Regular	0.00	926.84	46207
Belen Reyna	Belen Reyna	08/10/2023	Regular	0.00	180.00	46208
Chad Troutman	Chad Troutman	08/10/2023	Regular	0.00	180.00	46209
KnowBe4 Inc	KnowBe4 Inc	08/10/2023	Regular	0.00	2,116.83	46210
AdvanceAuto	Advance Auto Parts	08/16/2023	Regular	0.00	1,038.08	46211
America's Office Sou	America's Office Source	08/16/2023	Regular	0.00	664.34	46212
2207	Arrigo Dodge	08/16/2023	Regular	0.00	2,550.00	46213
BMJ Towing	BMJ Towing	08/16/2023	Regular	0.00	175.00	46214
CenturyLink-LD	CenturyLink	08/16/2023	Regular	0.00	16.70	46215
Chip's Auto Glass	Chip's Auto Glass	08/16/2023	Regular	0.00	545.00	46216
City of Okeechobee -	City of Okeechobee - CH Coffee Fund - Ca	08/16/2023	Regular	0.00	84.00	46217
883	City of Okeechobee - PD Coffee Fund - Ca	08/16/2023	Regular	0.00	716.00	46218
621	City Of Okeechobee - Petty Cash	08/16/2023	Regular	0.00	66.00	46219
CivicPlus	CivicPlus	08/16/2023	Regular	0.00	1,083.00	46220
Comcast	Comcast	08/16/2023	Regular	0.00	120.00	46221
Econo Signs, LLC	Econo Signs, LLC	08/16/2023	Regular	0.00	664.33	46222
2057	FDC SUPPLIES	08/16/2023	Regular	0.00	229.75	46223
Federal Eastern Inte	Federal Eastern International, Inc.	08/16/2023	Regular	0.00	1,163.22	46224
CIT Technology Finan	First-Citizens Bank & Trust Co	08/16/2023	Regular	0.00	996.68	46225
Fitness Factory	Fitness Factory	08/16/2023	Regular	0.00	220.00	46226
FPU	Florida Public Utilities	08/16/2023	Regular	0.00	61.89	46227
GALLS, LLC	GALLS, LLC	08/16/2023	Regular	0.00	102.56	46228
Gilbert Oil Company,	Gilbert Oil Company, Inc.	08/16/2023	Regular	0.00	6,181.04	46229
Gilbert Outdoors	Gilbert Outdoors	08/16/2023	Regular	0.00	24.07	46230
HealthEquity	HealthEquity	08/16/2023	Regular	0.00	788.46	46231
HealthEquity	HealthEquity	08/16/2023	Regular	0.00	16.20	46232
ICS	ICS Computers Inc.	08/16/2023	Regular	0.00	2,853.85	46233
IMS	IMS	08/16/2023	Regular	0.00	279.78	46234
1843	Kelley Margerum	08/16/2023	Regular	0.00	561.30	46235
594	KYOCERA Document Solutions Southeast	08/16/2023	Regular	0.00	40.14	46236
2198	Labor Finders	08/16/2023	Regular	0.00	456.40	46237
2253	MacVicar Consulting, Inc.	08/16/2023	Regular	0.00	250.00	46238
1652	MCCi, LLC	08/16/2023	Regular	0.00	4,088.70	46239
2148	Motorola Solutions, Inc.	08/16/2023	Regular	0.00	1,478.07	46240
2055	Northlake Veterinary Hospital	08/16/2023	Regular	0.00	213.89	46241
Okeechobee Auxiliary	Okeechobee Auxiliary Police, Inc.	08/16/2023	Regular	0.00	300.00	46242
BOCC	Okeechobee County - BOCC	08/16/2023	Regular	0.00	150,614.75	46243
314	Okeechobee County Sheriffs Office	08/16/2023	Regular	0.00	400.00	46244
1727	Okeechobee Dodge Chrysler Jeep	08/16/2023	Regular	0.00	85.83	46245
222	Okeechobee News c/o Independent Newspape	08/16/2023	Regular	0.00	1,718.88	46246
O'Reilly	O'Reilly Auto Parts	08/16/2023	Regular	0.00	48.35	46247
Pye-Barker	Pye Barker Fire & Safety	08/16/2023	Regular	0.00	170.50	46248
Rabon	Rabon's Country Feed	08/16/2023	Regular	0.00	61.17	46249
554	Scott's Quality Cleaning	08/16/2023	Regular	0.00	211.25	46250
2230	Smith Equipment Repair	08/16/2023	Regular	0.00	453.25	46251
St Lucie	St. Lucie Battery & Tire	08/16/2023	Regular	0.00	123.39	46252
350	Superior Water Works, Inc.	08/16/2023	Regular	0.00	55.00	46253
1410	Supervisor of Elections	08/16/2023	Regular	0.00	3,527.77	46254
Supplyline	Supplyline	08/16/2023	Regular	0.00	93.98	46255
Taylor Rental	Taylor Rental - Okeechobee	08/16/2023	Regular	0.00	261.82	46256
1813	Thompson Reuters	08/16/2023	Regular	0.00	104.36	46257

## Check Report

Date Range: 08/01/2023 - 08/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1906	Thread Works Embroidery, LLC	08/16/2023	Regular	0.00	75.00	46258
1516	Total Roadside Services, Inc.	08/16/2023	Regular	0.00	2,070.07	46259
1861	TransUnion Risk & Alternative Data	08/16/2023	Regular	0.00	75.00	46260
TCMA	Treasure Coast Medical Associates	08/16/2023	Regular	0.00	2,898.00	46261
2239	Tyler Technologies	08/16/2023	Regular	0.00	16,848.95	46262
1544	UniFirst Corp	08/16/2023	Regular	0.00	342.68	46263
Verizon	Verizon Wireless	08/16/2023	Regular	0.00	72.14	46264
Verizon	Verizon Wireless	08/16/2023	Regular	0.00	411.67	46265
W&W	W&W Lumber Company of Okeechobee	08/16/2023	Regular	0.00	152.71	46266
2244	Waste Management	08/16/2023	Regular	0.00	48,721.61	46267
WEX	WEX Bank	08/16/2023	Regular	0.00	6,700.30	46268
CenturyLink-Fiber	Century Link	08/24/2023	Regular	0.00	1,826.54	46269
Home Depot	Home Depot Credit Services	08/24/2023	Regular	0.00	1,014.86	46270
OUA	Okeechobee Utility Authority	08/24/2023	Regular	0.00	1,032.68	46271
South Florida Water	South Florida Water Management District	08/24/2023	Regular	0.00	100.00	46272
Sprint	Sprint	08/24/2023	Regular	0.00	77.02	46273
Verizon	Verizon Wireless	08/24/2023	Regular	0.00	72.14	46274
Verizon	Verizon Wireless	08/24/2023	Regular	0.00	815.12	46275
AdvanceAuto	Advance Auto Parts	08/30/2023	Regular	0.00	298.75	46276
American Drilling Se	American Drilling Services, Inc.	08/30/2023	Regular	0.00	553.80	46277
AFLAC	American Family Life Assurance Co.	08/30/2023	Regular	0.00	316.88	46278
2207	Arrigo Dodge	08/30/2023	Regular	0.00	797.49	46279
Callaway	Callaway & Price, Inc	08/30/2023	Regular	0.00	2,200.00	46280
CenturyLink-LD	CenturyLink	08/30/2023	Regular	0.00	17.10	46281
CenturyLink-Local	CenturyLink	08/30/2023	Regular	0.00	2,120.84	46282
City Electric Supply	City Electric Supply	08/30/2023	Regular	0.00	17.50	46283
CMC	CMC	08/30/2023	Regular	0.00	326.60	46284
Comcast	Comcast	08/30/2023	Regular	0.00	216.30	46285
Cooling Refrigeratio	Cooling Refrigeration Services, Inc.	08/30/2023	Regular	0.00	575.00	46286
E and E	E and E Automotive Clinic	08/30/2023	Regular	0.00	1,356.70	46287
Eli's Western Wear I	Eli's Western Wear Inc.	08/30/2023	Regular	0.00	125.00	46288
Evergreen	Evergreen Solutions, LLC	08/30/2023	Regular	0.00	6,105.00	46289
Florida Coast	Florida Coast Equipment	08/30/2023	Regular	0.00	53.05	46290
FPL	Florida Power & Light Company	08/30/2023	Regular	0.00	1,107.03	46291
FPL	Florida Power & Light Company	08/30/2023	Regular	0.00	3,397.29	46292
FPU	Florida Public Utilities	08/30/2023	Regular	0.00	68.25	46293
Gary Ritter	Gary Ritter	08/30/2023	Regular	0.00	251.50	46294
Harris	Harris Corporation	08/30/2023	Regular	0.00	738.00	46295
1343	India Riedel	08/30/2023	Regular	0.00	96.12	46296
1866	JC Newell Const. Inspect. Services, Inc.	08/30/2023	Regular	0.00	5,356.00	46297
1071	LegalShield	08/30/2023	Regular	0.00	14.95	46298
117	Liberty National Life Ins. Co.	08/30/2023	Regular	0.00	179.28	46299
MissionSquare	MissionSquare	08/30/2023	Regular	0.00	231.74	46300
MissionSquare	MissionSquare	08/30/2023	Regular	0.00	2,490.00	46301
2212	Nason Yeager Gerson Harris & Fumero P.A.	08/30/2023	Regular	0.00	396.66	46302
2212	Nason Yeager Gerson Harris & Fumero P.A.	08/30/2023	Regular	0.00	9,400.00	46303
1727	Okeechobee Dodge Chrysler Jeep	08/30/2023	Regular	0.00	1,787.03	46304
O'Reilly	O'Reilly Auto Parts	08/30/2023	Regular	0.00	59.04	46305
1574	Salem Trust Company	08/30/2023	Regular	0.00	5,497.57	46306
1574	Salem Trust Company	08/30/2023	Regular	0.00	9,843.10	46307
Sirchie	Sirchie Acquisition Company	08/30/2023	Regular	0.00	238.21	46308
Space Coast Harley	Space Coast Harley Davidson	08/30/2023	Regular	0.00	539.27	46309
St Lucie	St. Lucie Battery & Tire	08/30/2023	Regular	0.00	1,628.66	46310
350	Superior Water Works, Inc.	08/30/2023	Regular	0.00	27.50	46311
Supplyline	Supplyline	08/30/2023	Regular	0.00	200.93	46312
1053	Thompson Tractor Company	08/30/2023	Regular	0.00	58.82	46313
1939	United Way	08/30/2023	Regular	0.00	36.00	46314

**Check Report****Date Range: 08/01/2023 - 08/31/2023****Vendor Number****Vendor Name****Payment Date****Payment Type****Discount Amount****Payment Amount****Number**

W&amp;W

W&amp;W Lumber Company of Okeechobee

08/30/2023

Regular

0.00

81.09 46315

**Bank Code GenFund Summary**

<b>Payment Type</b>	<b>Payable Count</b>	<b>Payment Count</b>	<b>Discount</b>	<b>Payment</b>
Regular Checks	167	112	0.00	334,077.41
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	6	6	0.00	283,402.45
	<b>173</b>	<b>118</b>	<b>0.00</b>	<b>617,479.86</b>



Check Report

Date Range: 08/01/2023 - 08/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Grant Fund 305-Industrial Development Fund						
CraigSmith	Craig A Smith	08/30/2023	Regular	0.00	1,350.00	1399

Bank Code Grant Fund 305 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	1,350.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>1,350.00</b>

Check Report

Date Range: 08/01/2023 - 08/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: Grant Fund 307-Appropriations Grant Fund</b>						
CAS Governmental Ser	CAS Governmental Services, LLC	08/16/2023	Regular	0.00	675.00	1398

Bank Code Grant Fund 307 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	675.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>675.00</b>

Check Report

Date Range: 08/01/2023 - 08/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: Payroll-Payroll Acct Truist Checking</b>						
U S Department	U.S. Department of Treasury	08/11/2023	EFT	0.00	26,922.00	56
U S Department	U.S. Department of Treasury	08/25/2023	EFT	0.00	25,691.22	58

Bank Code Payroll Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	2	2	0.00	52,613.22
	<b>2</b>	<b>2</b>	<b>0.00</b>	<b>52,613.22</b>

Check Report

Date Range: 08/01/2023 - 08/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: PubFac Fund-Public Facility Fund-Truist Checking</b>						
CW Roberts Contracti	CW Roberts Contracting, Inc.	08/16/2023	Regular	0.00	417.50	3669
Econo Signs, LLC	Econo Signs, LLC	08/16/2023	Regular	0.00	999.10	3670
Glasglow Equipment S	Glasglow Equipment Service Inc.	08/16/2023	Regular	0.00	19,600.00	3671
422	Transportation Control Systems	08/16/2023	Regular	0.00	1,595.00	3672
FPL	Florida Power & Light Company	08/24/2023	Regular	0.00	5,669.94	3673
Home Depot	Home Depot Credit Services	08/24/2023	Regular	0.00	22.00	3674
AdvanceAuto	Advance Auto Parts	08/30/2023	Regular	0.00	60.56	3675
B & B Site Developme	B & B Site Development	08/30/2023	Regular	0.00	3,480.91	3676
Transportationsoluti	Transportation Solutions & Lighting	08/30/2023	Regular	0.00	821.00	3677
Walpole	Walpole Feed & Supply	08/30/2023	Regular	0.00	495.00	3678

Bank Code PubFac Fund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	11	10	0.00	33,161.01
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>11</b>	<b>10</b>	<b>0.00</b>	<b>33,161.01</b>

## All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	182	125	0.00	369,775.83
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	8	8	0.00	336,015.67
	<b>190</b>	<b>133</b>	<b>0.00</b>	<b>705,791.50</b>

## Fund Summary

Fund	Name	Period	Amount
001	GENERAL FUND	8/2023	670,093.08
301	PUBLIC FACILITY FUND	8/2023	33,161.01
304	CAPITAL PROJECTS FUND	8/2023	512.41
305	INDUSTRIAL DEVELOPMENT FUND	8/2023	1,350.00
307	APPROPRIATIONS GRANT FUND	8/2023	675.00
			<b>705,791.50</b>



## ORDINANCE NO. 1279

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OKEECHOBEE, FLORIDA; LEVYING THE AD VALOREM PROPERTY TAX MILLAGE RATE FOR MUNICIPAL PURPOSES ON ALL TAXABLE PROPERTY WITHIN THE CITY IN ACCORDANCE WITH THE PROVISIONS OF STATE LAW FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; PROVIDING THAT 6.3556 PER THOUSAND DOLLAR VALUATION SHALL NOT BE LEVIED ON HOMESTEAD PROPERTY; THAT 6.3556 VALUATION SHALL BE USED FOR GENERAL CITY PURPOSES; THAT SAID MILLAGE RATE IS 2.84 PERCENT MORE THAN THE ROLL-BACK RATE OF 6.1801 COMPUTED IN ACCORDANCE WITH FLORIDA STATUTE 200.065(1); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Section 200.001(8)(f), Florida Statutes provides that “voted millage” or “voted levies” means ad valorem taxes in excess of maximum millage amounts authorized by law approved for periods not longer than two (2) years by vote of the electors pursuant to Section 9(b), Article VII of the State Constitution or ad valorem taxes levied for purposes provided in Section 12, Article VII of the State Constitution; and

**WHEREAS**, Section 200.001(2)(a), Florida Statutes provides that “general municipal millage” shall be that non-voted millage rate set by the governing body; and

**WHEREAS**, Section 200.065, Florida Statutes governs the adoption and levying of millage rates and provides that the City Council of the City of Okeechobee shall comply with the controlling provisions of Florida law in adoption of any millage rates, including municipal debt service millage, voted millage, and voted levies; and

**WHEREAS**, Section 200.065, Florida Statutes provides that the City Council as the governing body of the City of Okeechobee and as its taxing authority must adopt a resolution or ordinance in order to levy any millage in the manner specifically provided by general law or special act; and

**WHEREAS**, October 1, 2023 is the commencement of the Fiscal Year for the City of Okeechobee, which shall end on September 30, 2024; and

**WHEREAS**, the City of Okeechobee, Florida, held public hearings as required by Section 200.065, Florida Statutes, on September 5, 2023, and September 25, 2023; and

**WHEREAS**, the City of Okeechobee, Florida has complied with all other requirements of law.

**NOW, THEREFORE**, be it ordained by the City Council of the City of Okeechobee, Florida; presented at a duly advertised public meeting; and passed by majority vote of the City Council; and properly executed by the Mayor or designee, as Chief Presiding Officer for the City:

**SECTION 1:** The foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

**SECTION 2:** The ad valorem property tax operating millage rate for municipal purposes is hereby levied on the taxable property within the corporate boundaries of the City of Okeechobee for Fiscal Year beginning October 1, 2023 and ending September 30, 2024.

The City Council of the City of Okeechobee, Florida, hereby levies a tax of 6.3556 per thousand-dollar valuation on all real and tangible personal property within the corporate boundaries of the City of Okeechobee, provided however, that 6.3556 shall not be levied upon property in the City of Okeechobee claimed and allowed as homestead on the general laws of the State of Florida.

**SECTION 3:** The millage rate adopted is 2.84 percent more than the roll-back of 6.1801 as computed in accordance with Florida Statutes Section 200.065(1).

**SECTION 4:** That this Ordinance was proposed, considered, and adopted under the provisions of Florida Statutes Chapter 166 and Section 200.065, in conformance with applicable law and the State Constitution.

**SECTION 5:** The Finance Director shall furnish a certified copy of this Ordinance upon second reading and final adoption to the Okeechobee County Property Appraiser, the Okeechobee County Tax Collector, and the Florida Department of Revenue as required by law.

**SECTION 6:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 7:** The provisions within this Ordinance shall take effect October 1, 2023.

**INTRODUCED** for First Reading and Public Hearing on the 5<sup>th</sup> day of September 2023.

As required by City Charter Section C-4.1.C, ordinances shall be adopted by roll call on final reading and recorded, the vote was as follows:

	Yes	No	Abstained	Absent
Council Member Chandler:				
Council Member/Vice Mayor Clark:				
Council Member Jarriel:				
Council Member McAuley:				
Mayor Watford:				

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

**PASSED AND ADOPTED** after Second Reading and Final Public Hearing on the 25<sup>th</sup> day of September 2023.

As required by City Charter Section C-4.1.C, ordinances shall be adopted by roll call on final reading and recorded, the vote was as follows:

	Yes	No	Abstained	Absent
Council Member Chandler:				
Council Member/Vice Mayor Clark:				
Council Member Jarriel:				
Council Member McAuley:				
Mayor Watford:				

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

**REVIEWED FOR LEGAL SUFFICIENCY:**

John J. Fumero, City Attorney  
Nason Yeager Gerson Harris & Fumero, P.A.

**ORDINANCE NO. 1280**

**AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR THE CITY OF OKEECHOBEE, FLORIDA; FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; APPROPRIATING FUNDS FOR OPERATING EXPENSES OF THE CITY OF OKEECHOBEE FOR THE GENERAL OPERATION OF THE SEVERAL DEPARTMENTS OF THE CITY AND OTHER FIXED OBLIGATIONS OF THE CITY FOR AND DURING THE FISCAL YEAR; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Okeechobee adopts a final budget and appropriates funds on an annual basis for the general operation of several departments of the City; and

**WHEREAS**, the City of Okeechobee held budget workshops on August 1, 2023, and August 15, 2023; and

**WHEREAS**, Section 166.241, Florida Statutes provides specific requirements to which municipalities must comply with regard to budgets and budget amendments; and

**WHEREAS**, State law requires that municipal budgets are balanced and adopted annually, and the adoption must be by resolution or ordinance including provisions relating to the methods and timing of budget amendments; and

**WHEREAS**, the 2023 tax assessment role for the City of Okeechobee has been paired, equalized, and certified, showing: Total taxable value of real and personal property: \$450,072,897.00; and

**WHEREAS**, the process of the adoption of the annual budget is governed by Chapter 200, Florida Statutes, requiring calculation of the rolled-back tax rate and percentage increase over the rolled-rate, certain public notices, public hearings, format of required ordinances, and the like.

**NOW, THEREFORE**, be it ordained by the City Council of the City of Okeechobee, Florida; presented at a duly advertised public meeting; and passed by majority vote of the City Council; and properly executed by the Mayor or designee, as Chief Presiding Officer for the City:

**SECTION 1:** The foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

**SECTION 2:** The City Council of the City of Okeechobee, Florida, after having held a public hearing on the annual Budget, including General Fund, Public Facilities Improvement Fund, Capital Improvement Projects Fund, Industrial Development Grant Fund, Appropriations Grant Fund, Other Grant Capital Fund, and Law Enforcement Special Fund, hereby adopts as its annual Budget the expenditures, as fully set forth below, for the Fiscal Year beginning October 1, 2023, and ending September 30, 2024.

**GENERAL FUND**

**Revenues:**

Fund Balance	\$ 4,342,501.00
Ad Valorem Taxes, Millage Rate: 6.3556	\$ 2,746,064.00
Other Fees	\$ 851,000.00
Intergovernmental Revenue	\$ 2,215,952.00
Charges for Current Services	\$ 1,531,700.00
Fines, Forfeitures and Penalties	\$ 26,400.00
Uses of Money and Property	\$ 365,000.00
Other Revenues	\$ 50,800.00
<b>TOTAL REVENUES</b>	<b>\$ 12,129,417.00</b>
Transfer-In from Public Facilities Improvement Fund	\$ 350,000.00
<b>TOTAL REVENUES AND TRANSFERS</b>	<b>\$ 12,479,417.00</b>

**GENERAL FUND CONTINUED**

<b><u>Expenditures:</u></b>	
Legislative	\$ 175,880.00
Executive	\$ 259,770.00
Human Resources	\$ 89,140.00
City Clerk	\$ 300,540.00
Legal Counsel	\$ 196,400.00
Financial Services	\$ 362,325.00
General Services	\$ 632,815.00
Law Enforcement	\$ 3,383,300.00
Fire Protection	\$ 878,500.00
Road and Street Facilities	\$ 1,749,153.00
<b>TOTAL EXPENDITURES</b>	<b>\$ 8,027,823.00</b>
Transfer-Out to Capital Improvement Project Fund	<u>\$ 109,094.00</u>
<b>TOTAL EXPENDITURES AND TRANSFERS</b>	<b><u>\$ 8,136,917.00</u></b>
<b>GENERAL FUND BALANCE</b>	<b>\$ 4,342,500.00</b>

**PUBLIC FACILITIES IMPROVEMENT FUND**

<b><u>Revenues:</u></b>	
Fund Balance	\$ 743,252.00
Revenues	<u>\$ 1,142,859.00</u>
<b>TOTAL REVENUES</b>	<b>\$ 1,886,111.00</b>
<b><u>Expenditures:</u></b>	
<b>TOTAL EXPENDITURES:</b>	<b><u>\$ 1,268,551.00</u></b>
Transfer-Out to General Fund	<u>\$ 350,000.00</u>
<b>TOTAL EXPENDITURES AND TRANSFERS</b>	<b><u>\$ 1,618,551.00</u></b>
<b>PUBLIC FACILITIES IMPROVEMENT FUND BALANCE</b>	<b>\$ 267,560.00</b>

**CAPITAL IMPROVEMENT PROJECTS FUND**

<b><u>Revenues:</u></b>	
Fund Balance	\$ 3,827,861.00
Revenues	<u>\$ 50,000.00</u>
<b>TOTAL REVENUES</b>	<b>\$ 3,877,861.00</b>
Transfer-In from General Fund	<u>\$ 109,094.00</u>
<b>TOTAL REVENUES AND TRANSFERS</b>	<b>\$ 3,986,955.00</b>
<b><u>Expenditures:</u></b>	
<b>TOTAL EXPENDITURES</b>	<b><u>\$ 1,109,000.00</u></b>
Transfer-Out to Appropriations Grant Funds	<u>\$ 3,400.00</u>
<b>TOTAL EXPENDITURES AND TRANSFERS</b>	<b><u>\$ 1,112,400.00</u></b>
<b>CAPITAL IMPROVEMENT PROJECTS FUND BALANCE</b>	<b>\$ 2,874,555.00</b>

**INDUSTRIAL DEVELOPMENT GRANT FUND**

<b><u>Revenues:</u></b>	
Fund Balance	\$ 0.00
Revenues	<u>\$ 1,409,246.00</u>
<b>TOTAL REVENUES</b>	<b>\$ 1,409,246.00</b>
<b><u>Expenditures:</u></b>	
<b>TOTAL EXPENDITURES</b>	<b><u>\$ 1,409,246.00</u></b>
<b>INDUSTRIAL DEVELOPMENT GRANT FUND BALANCE</b>	<b>\$ 0.00</b>

**APPROPRIATIONS GRANT FUND**

<b><u>Revenues:</u></b>	
Fund Balance	\$ 0.00
Revenues	<u>\$ 240,000.00</u>
<b>TOTAL REVENUES</b>	<b>\$ 240,000.00</b>

<b>APPROPRIATIONS GRANT FUND CONTINUED</b>	
Transfer-In from Capital Improvement Projects Fund	\$ 3,400.00
<b>TOTAL REVENUES AND TRANSFERS</b>	<b>\$ 243,400.00</b>

<b>Expenditures:</b>	
<b>TOTAL EXPENDITURES</b>	<b>\$ 195,400.00</b>

<b>APPROPRIATIONS GRANT FUND BALANCE</b>	<b>\$ 48,000.00</b>
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<b>OTHER GRANT CAPITAL FUND</b>	
<b>Revenues:</b>	
Fund Balance	\$ 0.00
Revenues	\$ 1,860,000.00
<b>TOTAL REVENUES</b>	<b>\$ 1,860,000.00</b>

<b>Expenditures:</b>	
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,739,750.00</b>

<b>OTHER GRANT CAPITAL FUND BALANCE</b>	<b>\$ 120,250.00</b>
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<b>LAW ENFORCEMENT SPECIAL FUND</b>	
<b>Revenues:</b>	
Fund Balance	\$ 16,890.00
Revenues	\$ 1,000.00
<b>TOTAL REVENUES</b>	<b>\$ 17,890.00</b>

<b>Expenditures:</b>	
<b>TOTAL EXPENDITURES</b>	<b>\$ 10,500.00</b>

<b>LAW ENFORCEMENT SPECIAL FUND BALANCE</b>	<b>\$ 7,390.00</b>
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**SECTION 3:** That this Ordinance was proposed, considered, and adopted under the provisions of Chapter 166 and 200.065 Florida Statutes.

**SECTION 4:** The Finance Director shall furnish a certified copy of this Ordinance upon second reading and final adoption to the Okeechobee County Property Appraiser, the Okeechobee County Tax Collector, and the Florida Department of Revenue as required by law.

**SECTION 5:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 6:** The City Administrator, through the Finance Director, is hereby authorized and directed to disburse monies for the purpose of meeting the expenses and expenditures of the City as appropriated.

**SECTION 7:** Effective Date. This Ordinance shall be effective October 1, 2023.

**INTRODUCED** for First Reading and Public Hearing on the **5<sup>th</sup>** day of **September 2023**.

As required by City Charter Section C-4.1.C, ordinances shall be adopted by roll call on final reading and recorded, the vote was as follows:

	Yes	No	Abstained	Absent
Council Member Chandler:				
Council Member/Vice Mayor Clark:				
Council Member Jarriel:				
Council Member McAuley:				
Mayor Watford:				

Dowling R. Watford, Jr., Mayor

**ATTEST:**

Lane Gamiotea, CMC, City Clerk



**PASSED AND ADOPTED** after Second Reading and Final Public Hearing on the **25<sup>th</sup>** day of **September 2023**.

As required by City Charter Section C-4.1.C, ordinances shall be adopted by roll call on final reading and recorded, the vote was as follows:

	Yes	No	Abstained	Absent
Council Member Chandler:				
Council Member/Vice Mayor Clark:				
Council Member Jarriel:				
Council Member McAuley:				
Mayor Watford:				

ATTEST:

Dowling R. Watford, Jr., Mayor

Lane Gamiotea, CMC, City Clerk

**REVIEWED FOR LEGAL SUFFICIENCY:**

John J. Fumero, City Attorney  
Nason Yeager Gerson Harris & Fumero, P.A.

RESOLUTION NO. 2023-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OKEECHOBEE, FLORIDA AUTHORIZING THE EXECUTION AND ACCEPTANCE OF A STATE HIGHWAY LIGHTING, MAINTENANCE AND COMPENSATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR AN EFFECTIVE DATE.

FPID: 432726-1-78-12	COUNTY: OKEECHOBEE
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**WHEREAS**, the **State of Florida Department of Transportation**, hereinafter referred to as the **FDOT**, proposes to compensate the City of Okeechobee for maintenance and operation of lighting on the State Highway System, hereinafter referred to as the **Project**; and

**WHEREAS**, in order for the **FDOT** to proceed with the **Project**, it is necessary for the City of Okeechobee hereinafter referred to as the **Utility Agency Owner (UAO)**, to execute and deliver to the **FDOT** the Agreement identified as State Highway Lighting, Maintenance, and Compensation Agreement, hereinafter referred to as the **Agreement**.

**NOW, THEREFORE**, be it resolved before the City Council for the City of Okeechobee, Florida; presented at a duly advertised public meeting; and passed by majority vote of the City Council; and properly executed by the Mayor or designee, as Chief Presiding Officer for the City:

1. THAT by Resolution No. 2023-08, Mr. David Allen, City of Okeechobee Public Works Director, is hereby authorized and directed to execute and deliver the **Agreement** to the **FDOT**.
2. A certified copy of this Resolution will be forwarded to the **FDOT** along with the executed **Agreement**.
3. This Resolution shall become effective immediately upon adoption.

**INTRODUCED and ADOPTED** by the City Council of the City of Okeechobee, Florida, on this 25<sup>th</sup> day of September 2023.

\_\_\_\_\_  
Dowling R. Watford, Jr., Mayor

**ATTEST:**

\_\_\_\_\_  
Lane Gamiotea, CMC, City Clerk

**REVIEWED FOR LEGAL SUFFICIENCY:**

\_\_\_\_\_  
John J. Fumero, City Attorney  
Nason Yeager Gerson Harris & Fumero, P.A.

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
MEMORANDUM OF AGREEMENT**

This is an Agreement by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an Agency of the State of Florida, (hereinafter, "**DEPARTMENT**") and **CITY OF OKEECHOBEE** (hereinafter, "**AGENCY**") for the **AGENCY** to provide maintenance services.

**WITNESSETH**

1. WHEREAS, the **AGENCY** has the authority to enter into said Agreement and to undertake the project hereinafter described, and the **DEPARTMENT** has been granted the authority to function adequately in all areas of appropriate jurisdiction and is authorized under Fla. Stat. §334.044 to enter into this Agreement; and
2. WHEREAS, the **AGENCY** by Resolution No. 2023-08 dated the 25th day of September 2023, a copy of which is attached hereto and made a part hereof, has authorized its officers to enter into this Agreement.

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

**I. SERVICES AND PERFORMANCE**

1. The **AGENCY** shall furnish certain services as described in ATTACHMENTS A and B, attached hereto and made a part hereof.
2. Locations, activities, quantities, cycles, and unit costs to be performed are listed in ATTACHMENT A.
3. Descriptions of how the activities are to be performed are included in ATTACHMENT B.
4. A Supplemental Agreement shall be executed by both parties for any additions or deletions to the work described in ATTACHMENTS A and/or ATTACHMENT B. No work may commence without an executed Supplemental Agreement involving any such changes or revisions required to be covered in a Supplemental Agreement. Performance of any such services prior to the execution of a Supplemental Agreement will result in nonpayment of those services.
5. The **DEPARTMENT** will be entitled at all times to be advised, at its request, as to the status of work being done by the **AGENCY** and of the details thereof. Coordination shall be maintained by the **AGENCY** with representatives of the **DEPARTMENT**.
6. All services shall be performed by the **AGENCY** to the satisfaction of the Director who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement. The Director's decision upon all claims, questions and disputes shall be final and binding upon all parties. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable shall be left to the absolute discretion of the Director.

7. The work specified in this Agreement is governed by ATTACHMENT A and ATTACHMENT B.
8. Reference herein to Director shall mean the **DEPARTMENT'S** District Secretary for District One, or authorized designee.
9. Upon execution of the Agreement, the NOTICE TO PROCEED signed by the District Secretary, or designee, will be sent to the **AGENCY**. The NOTICE TO PROCEED must be issued to the **AGENCY** within sixty (60) days after Agreement execution.

## II. TERM

1. This Agreement shall take effect on the execution date listed on page 7. The term for providing service under this Agreement shall be a period of three (3) years ("INITIAL SERVICE TERM"). Calculation for the INITIAL SERVICE TERM shall begin on the fourteenth (14<sup>th</sup>) calendar day after issuance of the NOTICE TO PROCEED, or on the day the **AGENCY** begins work after receipt of the NOTICE TO PROCEED, whichever date is earlier.
2. Prior to expiration of the INITIAL SERVICE TERM, and subject to mutual agreement of the parties, this Agreement may be renewed ("RENEWAL TERM") for an additional three (3) years. Renewals shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT**. The **DEPARTMENT'S** performance and obligation to pay under any such renewal is contingent upon an annual appropriation by the Legislature. Any renewal or extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.
3. The **AGENCY** shall provide services unless terminated in accordance with Section VI below of this Agreement.

## III. COMPENSATION AND PAYMENT

1. The **DEPARTMENT** shall pay the **AGENCY** for services rendered in accordance with this Agreement annually, as follows:

Three (3) quarterly lump sum payments will be made in the amount of **Two Thousand Seventy-Five Dollars and Ninety-Eight Cents (\$2,075.98)**. One (1) quarterly lump sum payment will be made in the amount of **Two Thousand Seventy-Five Dollars and Ninety-Five Cents (\$2,075.95)**. The total annual contract/expenditure amount is **Eight Thousand Three Hundred Three Dollars and Eighty-Nine Cents (\$8,303.89)** unless the contract is amended.

The total contract amount, unless amended, for all three (3) years is **Twenty-Four Thousand Nine Hundred Eleven Dollars and Sixty-Seven Cents (\$24,911.67)**.

2. The lump sum payment above is based on the unit price for services that are listed in ATTACHMENT A.

3. The **DEPARTMENT** shall have the right to retain out of any payment due the **AGENCY** under this Agreement an amount sufficient to satisfy any amount due and owing to the **DEPARTMENT** by the **AGENCY** on any other Agreement between the **AGENCY** and the **DEPARTMENT**.
4. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the **DEPARTMENT's** invoice transmittal forms prior to payment. If the **DEPARTMENT** determines that the performance of the **AGENCY** is unsatisfactory, the **DEPARTMENT** shall notify the **AGENCY** for the deficiency to be corrected, which the correction shall be made within a time frame to be specified by the **DEPARTMENT**. The **AGENCY** shall, within five days after notice from the **DEPARTMENT**, provide the **DEPARTMENT** with a corrective action plan describing how the **AGENCY** will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or non-compliance with the Agreement. If the corrective action plan is unacceptable to the **DEPARTMENT**, the **AGENCY** shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the **AGENCY** resolves the deficiency. If the deficiency is subsequently resolved, the **AGENCY** may bill the **DEPARTMENT** for the retained amount during the next billing period. If the **AGENCY** is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement term.
5. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the **DEPARTMENT'S** Project Manager prior to payments.
6. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
7. **AGENCY** providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The **DEPARTMENT** has twenty (20) days to deliver a request for payment (voucher) to the **DEPARTMENT** of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
8. If a payment is not available within forty (40) days, a separate interest penalty in accordance with Fla. Stat. §215.422(3)(b), will be due and payable, in addition to the invoice amount, to the **AGENCY**. Interest penalties of less than one (1) dollar will not be enforced unless the **AGENCY** requests payment. Invoices which have to be returned to an **AGENCY** because of **AGENCY** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **DEPARTMENT**.



9. A Vendor Ombudsman has been established within the **DEPARTMENT** of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state **AGENCY**. The Vendor Ombudsman may be contacted at (850) 413-5516.
10. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **AGENCY'S** general accounting records and the project records, together with supporting documents and records of the **AGENCY** and all subcontractors performing work on the project, and all other records of the **AGENCY** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.
11. The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
12. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Fla. Stat. §287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

#### IV. INDEMNITY AND INSURANCE

1. **LIABILITY INSURANCE.** The **AGENCY** shall carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$250,000 per person and \$500,000 each occurrence, and property damage insurance of at least \$50,000 each occurrence, for the services to be rendered in accordance with this Agreement. In the alternative, the **AGENCY** may satisfy the requirements of this paragraph by providing to the

**DEPARTMENT** written evidence of being self-insured.

2. **WORKER'S COMPENSATION.** The **AGENCY** shall also carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law. In the alternative, the **AGENCY** may satisfy the requirements of this paragraph by providing to the **DEPARTMENT** written evidence of being self-insured.
3. To the extent permitted by law, **AGENCY** shall indemnify, defend and hold harmless **DEPARTMENT** against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of **AGENCY**, or any of its officers, agents or employees, acting within the scope of their office or employment, in connection with the obligations and rights granted to or exercised by **AGENCY** hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by **AGENCY** to indemnify **DEPARTMENT** for the negligent acts or omissions of **DEPARTMENT**, its officers, agents or employees, or for the acts of third parties. Nothing herein shall be construed as consent by **AGENCY** to be sued by third parties in any manner arising out of this agreement. The **AGENCY** shall also require all contractors and subcontractors who conduct operations within the Project to indemnify and hold **DEPARTMENT** harmless against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of said Contractor or Subcontractor or any of their officers, agents or employees, acting within the scope of their office or employment. The indemnities assumed by the **AGENCY** shall survive termination of this agreement.

## V. COMPLIANCE WITH LAWS

1. The **AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Fla. Stat. §119, and made or received by the **AGENCY** in conjunction with this Agreement. Failure by the **AGENCY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
2. The **AGENCY** shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.
3. E-Verify. The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

## VI. TERMINATION AND DEFAULT

1. This Agreement may be canceled by the **DEPARTMENT** in whole or in part at any time the interest of the **DEPARTMENT** requires such termination. The **DEPARTMENT** also reserves the right to seek termination or cancellation of this Agreement in the event the **AGENCY** shall be placed in either voluntary or involuntary bankruptcy. The **DEPARTMENT** further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the **AGENCY** upon sixty (60) days written notice to the **DEPARTMENT**.
2. If the **DEPARTMENT** determines that the performance of the **AGENCY** is not satisfactory, the **DEPARTMENT** shall have the option of (a) immediately terminating the Agreement, or (b) notifying the **AGENCY** of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the **DEPARTMENT**.
3. If the **DEPARTMENT** requires termination of the Agreement for reasons other than unsatisfactory performance of the **AGENCY**, the **DEPARTMENT** shall notify the **AGENCY** of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

If the Agreement is terminated before performance is completed, the **AGENCY** shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the **DEPARTMENT** and will be turned over promptly by the **AGENCY**.

## VII. MISCELLANEOUS

1. The **AGENCY** and the **DEPARTMENT** agree that the **AGENCY**, its employees, and subcontractors are not agents of the **DEPARTMENT** as a result of this Agreement for purposes other than those set out in Fla. Stat. §337.274.
2. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
3. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
4. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the

rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

#### **VIII. ATTACHMENTS**

1. All ATTACHMENTS referenced in this Agreement are incorporated and made a part of this Agreement.

**ATTACHMENT A** – Location and Cost Breakdown

**ATTACHMENT B** – Description of Maintenance Activities

MAINTENANCE AGREEMENT NO.: BEG28

FM NO.: 432726-1-78-12

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**IX. EXECUTION**

In witness whereof, the CITY OF OKEECHOBEE has caused this Agreement to be executed in its behalf, by the Public Works Director or its designee, as authorized by its Resolution, and the FLORIDA DEPARTMENT OF TRANSPORTATION has caused this agreement to be executed in its behalf through its District Secretary or authorized designee. The execution date of this Agreement shall be this 25th day of September 2023

FDOT to enter effective date.

(OKEECHOBEE) , FLORIDA

ATTEST:

BY: \_\_\_\_\_

Lane Gamiotea, CMC, City Clerk

(SEAL)

September 25, 2023

DATE

BY: \_\_\_\_\_

David Allen, Public Works Director

September 25, 2023

DATE

REVIEWED FOR LEGAL SUFFICIENCY

BY: \_\_\_\_\_

John J. Fumero, City Attorney  
Nason Yeager Gerson Harris & Fumero, P.A.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST:

BY: \_\_\_\_\_

EXECUTIVE SECRETARY (SEAL)

BY: \_\_\_\_\_

DISTRICT ONE SECRETARY OR DESIGNEE

PRINT NAME

DATE

PRINT NAME

DATE

AVAILABILITY OF FUNDS APPROVAL:

09/05/2023

DATE

DATE

DISTRICT MAINTENANCE ADMINISTRATOR  
APPROVAL:

DATE

LEGAL REVIEW:

DS  
DLSA

DS  
JS

**ATTACHMENT "A"**  
**LOCATIONS AND PRICES FOR THE CITY OF OKEECHOBEE**

Location: 1					
Section:		91070000		Mile Post: 8.585-10.349	
State Road:		SR 70, within corporate limits of the City			
Activity	Quantity	Units	Cycles	Unit Cost	Location Cost
Intermediate Machine Mowing	0.15	Acres	11	\$51.00	\$84.15
Litter Removal	0.15	Acres	14	\$9.40	\$19.74
Mechanical Sweeping	3.97	Miles	12	\$35.00	\$1,667.40
Edging and Sweeping	1.33	Miles	6	\$80.00	\$638.40

Location: 2					
Section:		91020000		Mile Post: 1.626-4.131	
State Road:		US 441/SR 15, within the corporate limits of the City			
Activity	Quantity	Units	Cycles	Unit Cost	Location Cost
Intermediate Machine Mowing	1.54	Acres	11	\$51.00	\$863.94
Litter Removal	1.54	Acres	14	\$9.40	\$202.66
Mechanical Sweeping	10.02	Miles	12	\$35.00	\$4,208.40
Edging and Sweeping	1.29	Miles	6	\$80.00	\$619.20

<b>SUMMARY</b>			
<b>Activity</b>	<b>Quantity</b>	<b>Units Cost</b>	<b>Cycles</b>
Intermediate Machine Mowing	1.69	\$51.00	11
Litter Removal	1.69	\$9.40	14
Mechanical Sweeping	13.99	\$35.00	12
Edging and Sweeping	2.62	\$80.00	6

<b>Total Annual Cost</b>	<b>\$8,303.89</b>
<b>Three Quarterly Payments</b>	<b>\$2,075.98</b>
<b>One Quarterly Payment</b>	<b>\$2,075.95</b>

**Attachment “B”  
SPECIFICATIONS**

**AWARD AND EXECUTION OF CONTRACT – PUBLIC RECORDS.  
(REV 10-17-16) (FA 10-24-16) (FY 2023-24)**

ARTICLE 3-9 is expanded by the following:

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

**District 1**

**863-519-2623**

**[D1prcustodian@dot.state.fl.us](mailto:D1prcustodian@dot.state.fl.us)**

**Florida Department of Transportation**

**District 1 – Office of General Counsel**

**801 N. Broadway Avenue**

**Bartow, FL 33830**

**SECTION 102**

**MAINTENANCE OF TRAFFIC**

**102-1 Description.**

Maintain traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. Construct and maintain detours. Provide facilities for access to residences, businesses, etc., along the project. Furnish, install and maintain traffic control and safety devices during construction. Furnish and install work zone pavement markings for maintenance of traffic (MOT) in construction areas. Provide any other special requirements for safe and expeditious movement of traffic specified in the Plans. MOT includes

all facilities, devices and operations as required for safety and convenience of the public within the work zone.

Do not maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads. Do not obstruct or create a hazard to any traffic during the performance of the work, and repair any damage to existing pavement open to traffic.

## **102-2 Materials.**

Meet the following requirements:

Bituminous Adhesive.....	Section 970J\$
Temporary Raised Pavement Markers.....	Section 990
Paint.....	Section 971
Removable Tape .....	Section 990
Glass Spheres .....	Section 971
Temporary Traffic Control Device Materials ....	Section 990
Retroreflective and Nonreflective Sheeting for Temporary Traffic Control Devices .....	Section 994

**102-2.1 Temporary Traffic Control Devices:** Use only the materials meeting the requirements of Section 990, Section 994, Standard Plans and the Manual on Uniform Traffic Control Devices (MUTCD).

**102-2.2 Detour:** Provide all materials for the construction and maintenance of all detours.

**102-2.3 Commercial Materials for Driveway Maintenance:** Provide materials of the type typically used for base, including reclaimed asphalt pavement (RAP) material, and having stability and drainage properties that will provide a firm surface under wet conditions.

## **102-3 Specific Requirements.**

**102-3.1 Beginning Date of Contractor's Responsibility:** Maintain traffic starting the day work begins on the project or on the first day Contract Time is charged, whichever is earlier.

**102-3.2 Worksite Traffic Supervisor:** Provide a Worksite Traffic Supervisor who is responsible for initiating, installing, and maintaining all temporary traffic control devices as described in this Section and the Contract Documents. Provide all equipment and materials needed to set up, take down, maintain traffic control, and handle traffic-related situations. Use approved alternate Worksite Traffic Supervisors when necessary.

The Worksite Traffic Supervisor must meet the personnel qualifications specified in Section 105.

The Worksite Traffic Supervisor is to perform the following duties:

1. On site direction of all temporary traffic control on the project.



2. Is on site during all set up and take down, and performs a drive through inspection immediately after set up.

3. Is on site during all nighttime operations ensuring proper temporary traffic control.

4. Immediately corrects all safety deficiencies and corrects minor deficiencies that are not immediate safety hazards within 24 hours.

5. Is available on a 24 hour per day basis and present at the site within 45 minutes after notification of an emergency situation and is prepared to respond to maintain temporary traffic control or to provide alternate traffic arrangements.

6. Conducts daily daytime and weekly nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations.

Advise the project personnel of the schedule of these inspections and give them the opportunity to join in the inspection as deemed necessary. Pedestrians are to be accommodated with a safe, accessible travel path around work sites separated from mainline traffic in compliance with the Americans with Disabilities Act (ADA) Standards for Transportation Facilities. Maintain existing or detour bicycle facilities satisfactorily throughout the project limits. Existing businesses in work areas are to be provided with adequate entrances for vehicular and pedestrian traffic during business hours.

The Department may disqualify and remove from the project a Worksite Traffic Supervisor who fails to comply with the provisions of this Section. The Department may temporarily suspend all activities, except traffic, erosion control and such other activities that are necessary for project maintenance and safety, for failure to comply with these provisions.

**102-3.3 Lane Closures:** Approval for all lane closures, mobile operations, and traffic pacing operations is required. Submit routine requests to the Engineer fourteen calendar days in advance of planned lane closures, mobile operations, and traffic pacing operations. For unforeseen events that require cancelling or rescheduling lane closures, mobile operations, and traffic pacing operations, revise the lane closure request as soon as possible.

#### **102-4 Alternative Traffic Control Plan.**

The Contractor may propose an alternative traffic control plan (TCP) to the plan presented in the Contract Documents. The Contractor's Engineer of Record must sign and seal the alternative plan and submit to the Engineer. Prepare the TCP in conformance with and in the form outlined in the current version of the FDOT Design Manual. Indicate in the plan a TCP for each phase of activities. Take responsibility for identifying and assessing any potential impacts to a utility that may be caused by the alternate TCP proposed by the Contractor, and notify the Department in writing of any such potential impacts to utilities.

For projects with nighttime lane closure restrictions where paving is expected to extend into the winter months, the Contractor may propose an alternative TCP allowing for daytime lane closures for friction course paving. The alternative TCP must be a lane closure analysis based on actual traffic counts and prepared in accordance with the FDOT Design Manual.

Engineer's approval of the alternate TCP does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, Design Plans (including TCPs) or other Contract Documents and which effect a change in utility work different from that shown in the Utility Plans, joint project agreements or utility relocation schedules.

The Department reserves the right to reject any alternative TCP. Obtain the Engineer's written approval before beginning work using an alternate TCP. The Engineer's written approval is required for all modifications to the TCP. The Engineer will only allow changes to the TCP in an emergency without the proper documentation.

### **102-5 Traffic Control.**

**102-5.1 Standards:** FDOT Standard Plans are the minimum standards for the use in the development of all TCPs. The MUTCD, Part VI is the minimum national standard for traffic control for highway construction, maintenance, and utility operations. Follow the basic principles and minimum standards contained in these documents for the design, application, installation, maintenance, and removal of all traffic control devices, warning devices and barriers which are necessary to protect the public and workers from hazards within the project limits.

**102-5.2 Maintenance of Roadway Surfaces:** Maintain all lanes that are being used for the MOT, including those on detours and temporary facilities, under all weather conditions. Keep the lanes reasonably free of dust, potholes and rutting. Provide the lanes with the drainage facilities necessary to maintain a smooth riding surface under all weather conditions.

**102-5.3 Number of Traffic Lanes:** Maintain one lane of traffic in each direction. Maintain two lanes of traffic in each direction at existing four (or more) lane cross roads, where necessary to avoid undue traffic congestion. Construct each lane used for MOT at least as wide as the traffic lanes existing in the area before commencement of construction. Do not allow traffic control and warning devices to encroach on lanes used for MOT.

The Engineer may allow the Contractor to restrict traffic to one-way operation for short periods of time provided that the Contractor employs adequate means of traffic control and does not unreasonably delay traffic. When a construction activity requires restricting traffic to one-way operations, locate the flaggers within view of each other when possible. When visual contact between flaggers is not possible, equip them with 2-way radios, official, or pilot vehicles, or use traffic signals.

**102-5.4 Crossings and Intersections:** Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any median opening, road or street crossing the project unless approved by the Engineer. Before beginning any construction, submit to the Engineer the names and phone numbers of persons that can be contacted when signal operation malfunctions.

**102-5.5 Access for Residences and Businesses:** Provide continuous access to all residences and all places of business.

**102-5.6 Protection of the Work from Injury by Traffic:** Where traffic would be injurious to a base, surface course, or structure constructed as a part of the work, maintain all traffic outside the limits of such areas until the potential for injury no longer exists.

**102-5.7 Flagger:** Provide flaggers to control traffic when traffic in both directions must use a single lane and in other situations as required. All flaggers must meet the personnel qualifications specified in Section 105.

**102-5.8 Conflicting Pavement Markings:** Where the lane use or where normal vehicle or pedestrian paths are altered during construction, remove all pavement markings (paint, tape, thermoplastic, raised pavement markers, etc.) that will conflict with the adjusted vehicle or pedestrian paths. Use of paint to cover conflicting pavement markings is prohibited. Remove conflicting pavement markings using a method that will not damage the surface texture of the pavement and which will eliminate the previous marking pattern regardless of weather and light conditions.

Remove all pavement markings that will be in conflict with “next phase of operation” vehicle pedestrian paths as described above, before opening to vehicle traffic or use by pedestrians.

Cost for removing conflicting pavement markings (paint, tape, thermoplastic, raised pavement markers, etc.) to be included in Maintenance of Traffic, lump sum.

**102-5.9 Vehicle and Equipment Visibility:** Equip all pickups and automobiles used on the project with a minimum of one Class 2 warning light that meets the Society of Automotive Engineers Recommended Practice SAE J595, dated November 1, 2008, or SAE J845, dated December 1, 2007, and incorporated herein by reference. Existing lights that meet SAE J845, dated March, 1992, or SAE J1318, dated April, 1986, may be used to their end of service life. The warning lights must be a high intensity amber or white rotating, flashing, oscillating or strobe light. Lights must be unobstructed by ancillary vehicle equipment such as ladders, racks or booms and be visible 360 degrees around the vehicle. If the light is obstructed, additional lights will be required. The lights must be operating when the vehicle is in a work area where a potential hazard exists, when operating at less than the average speed for the facility while performing work activities, making frequent stops or called for in the Plans or Standard Plans.

Equip all other vehicles and equipment with a minimum of 4 square feet of retroreflective sheeting or warning lights.

**102-5.10 No Waiver of Liability:** Conduct operations in such a manner that no undue hazard results due to the requirements of this Article. The procedures and policies described herein in no way acts as a waiver of any terms of the liability of the Contractor or his surety.

## **102-6 Detours.**

**102-6.1 General:** Construct and maintain detour facilities wherever it becomes necessary to divert traffic, including pedestrians and bicyclists, from any existing facility, or wherever construction operations block the flow of traffic.

**102-6.2 Construction:** Plan, construct, and maintain detours for the safe passage of traffic in all conditions of weather. Provide the detour with all facilities necessary to meet this requirement.

Where pedestrian facilities are detoured, blocked or closed during the work, provide safe alternate accessible routes through or around the work zone meeting the requirements of the ADA Standards for Transportation Facilities. When temporary walkway surfaces and ramps are required to be constructed, ensure surfaces are stable, firm, slip resistant, and kept free of any obstructions and hazards such as holes, debris, mud, construction equipment and stored materials.

When the Plans call for the Department to furnish detour bridge components, construct the pile bents in accordance with the Plans, unless otherwise authorized by the Engineer.

Provide two Contractor representatives, who will be directly involved in the erection of Department-owned temporary bridging, to attend a mandatory one-day training session to be conducted at the Department's storage facility. No bridging will be released to the Contractor prior to the completion of this training.

Submit the following: company name, phone number, office address, project contact person, names of the representatives who will attend the training described above, project number, detour bridge type, bridge length, span length, location and usage time frames, to the Engineer at least 30 calendar days before the intended pick-up date, to obtain the storage facility location and list of components for the project. Upon receipt, the Engineer will, within 10 calendar days submit an approved material list to the Contractor and the appropriate Department storage yard.

Submit the name of the representative with authority to pick up components, to the Engineer at least 10 calendar days before the proposed pick-up date. The Department is not obligated to load the bridge components without this notice. Take responsibility and sign for each item loaded at the time of issuance.

Provide timber dunnage, and transport the bridge components from the designated storage facility to the job site. Unload, erect, and maintain the bridge, then dismantle the bridge and load and return the components to the designated storage facility.

Notify the Engineer in writing at least 10 calendar days before returning the components. Include in this notice the name of the Contractor's representative authorized to sign for return of the bridge components. The yard supervisor is not obligated to unload the bridge components without this notice.

The Department will provide equipment and an operator at the Department's storage facility to assist in loading and unloading the bridge components. Furnish all other labor and equipment required for loading and unloading the components.

The Department's representative will record all bridge components issued or returned on the Detour Bridge Issue and Credit Ticket. The tickets must be signed by a

Department and a Contractor representative, after loading or unloading each truck to document the quantity and type of bridging issued or returned.

Bind together all bridge components to be returned in accordance with the instructions given by the storage facility. The yard supervisor will repack components that are not packed in compliance with these instructions. Upon request, written packing instructions will be made available to the Contractor, before dismantling of the bridge for return to the Department's storage facility.

Assume responsibility for any shortage or damage to the bridge components. Monies due the Contractor will be reduced at the rate of \$35.00 per hour plus materials for repacking, repairs or replacement of bridge components.

The skid resistance of open steel grid decking on the detour bridge may decrease gradually after opening the bridge to traffic. The Department will furnish a pneumatic floor scabbler machine for roughening the roadway surface of the detour bridge decking. Provide an air compressor at the job site with 200 cubic feet per minute capacity, 90 psi air pressure for the power supply of the machine, and an operator. Transport the scabbler machine to and from the Department's structures shop. Repair any damage to the scabbler machine caused by operations at no expense to the Department. Perform scabbling when determined necessary by the Engineer. The Department will pay for the cost of scabbling as Unforeseeable Work in accordance with 4-4.

Return the bridge components to the designated storage facility beginning no later than 10 calendar days after the date the detour bridge is no longer needed, the date the new bridge is placed in service, or the date Contract Time expires, whichever is earliest. Return the detour bridging at an average of not less than 200 feet per week. Upon failure to return the bridge components to the Department within the time specified, compensate the Department for the bridge components not returned at the rate of \$5.00 per 10 feet, per day, per bridge, for single lane; and \$10.00 per 10 feet, per day, per bridge, for dual lane until the bridge components are returned to the Department.

**102-6.3 Construction Methods:** Select and use construction methods and materials that provide a stable and safe detour facility. Construct the detour facility to have sufficient durability to remain in good condition, supplemented by maintenance, for the entire period that the detour is required.

**102-6.4 Removal of Detours:** Remove detours when they are no longer needed and before the Contract is completed. Take ownership of all materials from the detour and dispose of them, except for the materials on loan from the Department with the stipulation that they are returned.

**102-6.5 Detours Over Existing Roads and Streets:** When the Department specifies that traffic be detoured over roads or streets outside the project area, do not maintain such roads or streets. However, maintain all signs and other devices placed for the purpose of the detour.

**102-6.6 Operation of Existing Movable Bridges:** The Department will maintain and operate existing moveable bridges that are to be removed by the Contractor until such time as they are closed to traffic. During this period, make immediate repairs of any damage to such

structures caused by use or operations related to the work at no expense to the Department, but do not provide routine repairs or maintenance. In the event that use or operations result in damage to a bridge requiring repairs, give such repairs top priority to any equipment, material, or labor available.

**102-6.7 Special Detour:** A special detour is defined as a diversion or lane shift for vehicular traffic that requires temporary pavement.

**102-6.8 Pedestrian Special Detour:** A pedestrian special detour is defined as a temporary pedestrian way that requires temporary pavement or other stable, firm, slip-resistant surface.

### **102-7 Traffic Control Officer.**

Provide uniformed law enforcement officers, including marked law enforcement vehicles, to assist in controlling and directing traffic in the work zone when the following types of work is necessary on projects:

1. When directing traffic/overriding the signal in a signalized intersection.
2. When Standard Plans, Index 102-619 is used on freeway facilities (interstates, toll roads, and expressways) at nighttime for work within the travel lane.
3. When Standard Plans, Index 102-655 Traffic Pacing is called for in the Plans or approved by the Engineer.
4. When pulling conductor/cable above an open traffic lane on limited access facilities, when called for in the Plans or approved by the Engineer.
5. When Standard Plans, Index 102-625 Temporary Road Closure 5 Minutes or Less is used.
6. When performing lane closures during nighttime operations on roadways with posted speed limits 55 mph or greater.

At the Contractor's option, traffic control officers may be used for operations other than those listed above.

Cost for traffic control officers will be paid for as described in 102-11.2.

The Department will not consider any claim arising from the failure of a traffic control officer to be present or available on the project. A noncompensable time extension may be granted when a state or local emergency requires all area law enforcement officers to be on-duty and not available for hire.

### **102-8 Driveway Maintenance.**

**102-8.1 General:** Ensure that each residence and business has safe, stable, and reasonable access.

**102-8.2 Construction Methods:** Place, level, manipulate, compact, and maintain the material, to the extent appropriate for the intended use.

As permanent driveway construction is accomplished at a particular location, the Contractor may salvage and reuse previously placed materials that are suitable for reuse on other driveways.

## **102-9 Temporary Traffic Control Devices.**

**102-9.1 General:** Use only devices that are listed on the APL. Immediately remove or cover, using any method of covering approved by the Engineer, any existing or temporary devices that do not apply to current conditions.

The use of NCHRP Report 350 Recommended Procedures for the Safety Performance Evaluation of Highway Features devices purchased prior to January 1, 2020 is permitted on projects let prior to January 1, 2030. All devices manufactured or purchased on or after January 1, 2020 must be MASH compliant in accordance with Section 990.

The APL number is to be permanently marked on the device at a readily visible location. Sheeting used on devices and pavement markings are exempt from this requirement.

Notify the Engineer in writing of any scheduled operation that will affect traffic patterns or safety sufficiently in advance of commencing such operation to permit review of the plan for the proposed installation of temporary traffic control devices.

Assign an employee the responsibility of maintaining the position and condition of all temporary traffic control devices throughout the duration of the Contract. Keep the Engineer advised at all times of the identification and means of contacting this employee on a 24 hour basis.

Maintain temporary traffic control devices in the correct position, properly oriented, clearly visible and clean, at all times. All applicable temporary traffic control devices must meet the classification category of Acceptable as defined in the American Traffic Safety Services Association (ATSSA) Quality Guidelines for Temporary Traffic Control Devices and Features. Temporary concrete barriers must meet the classification category of Acceptable defined in the Department's Temporary Concrete Barrier Evaluation Guide, which may be viewed at the following URL:

[https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/docs/default-source/content-docs/programmanagement/implemented/urlinspecs/files/temporaryconcretebarrierguide.pdf.pdf?sfvrsn=343b4c97\\_10](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/docs/default-source/content-docs/programmanagement/implemented/urlinspecs/files/temporaryconcretebarrierguide.pdf.pdf?sfvrsn=343b4c97_10). Pedestrian longitudinal channelizing devices (LCDs) must meet the classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide, which may be viewed at the following URL:

[https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/lcdevaluationguide.pdf?sfvrsn=166e0f16\\_2](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/lcdevaluationguide.pdf?sfvrsn=166e0f16_2). Immediately repair, replace or clean damaged, defaced or dirty devices. Traffic control devices must not be cleaned while installed/used. Use of warning lights on any temporary traffic control device is prohibited, with the exception of the trailer mounted portable regulatory signs.

Employ an approved independent Channelizing Device Supplier (CDS) to provide and maintain the condition of the following non-fixed channelizing devices: drums, cones,

vertical panels, barricades, tubular markers, and longitudinal channelizing devices. Cones may be provided and maintained by the Contractor.

The CDS shall not be affiliated with the Contractor and shall be approved by the Engineer in accordance with 102-9.1.1. The CDS shall submit a monthly certification on letterhead that the channelizing devices mentioned above installed/used within the work zone meet classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide and the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features. The CDS shall submit the monthly certification on letterhead for channelizing devices installed/used within the work zone. The CDS certification shall include the following statement, "I certify that I have provided and maintained the following devices <list devices covered under the certification> in accordance with Pedestrian LCD Evaluation Guide and the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features." If the Contractor chooses to provide and maintain cones, the Contractor must submit a monthly Contractor certification on letterhead that all cones installed/used within the work zone meet acceptable standards as outlined in the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features. The Contractor certification shall include the following statement, "I certify that I have provided and maintained cones in accordance with the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features."

#### **102-9.1.1 Approved Independent Channelizing Device Supplier (CDS)**

**Requirements:** Submit the following documents to the Engineer for independent CDS approval at the preconstruction conference. A CDS may elect to provide a one-time submittal of this information to the State Construction Office for review and pre-approval. Department approved CDSs are listed on the State Construction Office website. Inform the Engineer at the preconstruction conference of this approval.

1. A letter on company letterhead signed and dated by the owner of the company or company officer with the following information and statements:

a. The company's owners, stockholders, and officers.  
b. A statement declaring that the company will not perform as a CDS on any project where there is common ownership, directly or indirectly, between the company and the Contractor.

c. A statement declaring that the company will furnish and maintain the condition of all channelizing devices with the exception of cones as required in 1029.1 with its own forces.

d. A statement declaring at least five years of experience in providing channelizing device supplier services, with its own inventory of channelizing devices.

e. On a separate sheet, list a sample project history of the company's experience as a channelizing device supplier for the five years declared in item 1(d) above including the following information:

1. Project name and number and a brief description of CDS work performed,

3. Beginning and ending date of CDS project activities,

4. Location of project (city, state),



5. Monetary amount of CDS work on project,  
6. Owner of project, contact person and phone number  
with area code,

7. Name of Contractor (client) that the work was  
performed for and phone number with area code.

2. A maintenance plan for approval by the Department that outlines the frequency and methods for maintaining the condition of all channelizing devices, except cones owned and maintained by the Contractor, installed/used in the work zone.

**102-9.2 Work Zone Signs:** Furnish, install, maintain, remove and relocate signs in accordance with the Plans and Standard Plans, Index 102-600.

**102-9.2.1 Post Mounted Signs:** Meet the requirements of 990-8.

**102-9.2.2 Portable Signs:** Use only approved systems, which includes sign stands and attachment hardware (nuts, bolts, clamps, brackets, braces, etc.), meeting the vendor requirements specified on the APL drawings.

**102-9.2.3 Barrier Mounted Signs:** If post mounting criteria cannot be achieved in accordance with Standard Plans, Index 102-600 and a barrier or traffic railing exists, use temporary sign criteria provided in Standard Plans, Index 700-013.

**102-9.3 Business Signs:** Provide and place signs in accordance with the Plans and Standard Plans, Index 102 series. Furnish signs having retroreflective sheeting meeting the requirements of Section 990.

**102-9.4 Project Information Signs:** Provide and place signs in accordance with the Plans and Standard Plans, Index 102 series. Furnish signs having retroreflective sheeting meeting the requirements of Section 990.

**102-9.5 Channelizing Devices:** Furnish, install, maintain, remove and relocate channelizing devices in accordance with the Plans and Standard Plans.

**102-9.5.1 Retroreflective Collars for Traffic Cones:** Use collars for traffic cones listed on the APL that meet the requirements of Section 990. Use cone collars at night designed to properly fit the taper of the cone when installed. Place the upper 6 inch collar a uniform 3-1/2 inches distance from the top of the cone and the lower 4 inch collar a uniform 2 inches distance below the bottom of the upper 6 inch collar.

Collars must be capable of being removed for temporary use or attached permanently to the cone in accordance with the manufacturer's recommendations. Provide a white sheeting having a smooth outer surface and that has the property of a retroreflector over its entire surface.

**102-9.5.2 Longitudinal Channelizing Devices (LCDs):** Use LCDs listed on the APL and meeting the requirements of Section 990 and the Standard Plans. LCDs must be interlocked except for the stand-alone unit placed perpendicular to a sidewalk. For LCDs requiring internal ballasting, an indicator that clearly identifies the proper ballast level will be required. For LCDs requiring external ballasting, the ballasting methods must be detailed in the APL drawings including ballasting type and minimum weight.

Ensure that joints on the pedestrian LCDs are free of sharp edges and have a maximum offset of 1/2 inch in any plane.

Use alternating orange and white solid color vehicular LCDs. Vehicular LCDs may be substituted for drums, vertical panels, or barricades.

**102-9.6 Temporary Barrier:** Furnish, install, maintain, remove and relocate temporary barrier in accordance with the Plans and Standard Plans. Obtain and use precast temporary concrete barrier from a manufacturing plant that is on the Department's Production Facility Listing. Temporary concrete barrier must meet the material and construction requirements of Section 521 unless noted otherwise in the Standard Plans. Proprietary temporary concrete, steel, or water filled barrier used must be listed on the APL.

The maximum allowable height increase between consecutive temporary barrier units in the direction of traffic is 1 inch.

Temporary barrier must comply with Standard Plans, Index 102-100 or 102-120. Install temporary barriers as either anchored or freestanding as shown in the Plans or the Standard Plans. An anchored unit is defined as having at least one stake or bolt into the underlying pavement or bridge deck. All other units, including those with keeper pins, are considered freestanding.

Remove temporary asphalt pads and repair all attachment scars to permanent structures and pavements after barrier removal. Make necessary repairs due to defective material, work, or Contractor operations at no cost to the Department. Restore barrier damaged by the traveling public within 24 hours after notification as authorized by the Engineer.

Trailer mounted barriers listed on the APL may be used at the option of the Contractor. Trailer mounted barriers listed on the APL must have an FHWA eligibility letter and be successfully crash tested in accordance with MASH TL-3 criteria. All trailer mounted barriers must be equipped with an APL listed truck mounted attenuator, an APL listed vehicle mounted arrow board and vehicle warning lights in accordance with this Section.

**102-9.6.2.1 Temporary Barrier Meeting the Requirements of Standard Plans, Index 102-120 and 102-110:** Ensure the marking requirements of the respective Index are met.

**102-9.6.2.2: Proprietary Precast Temporary Concrete Barrier Fabricated prior to 2005:** Submit a certification stating that all unmarked barrier units meet the requirements of the Specifications and the Standard Plans. Certifications will be project specific and non-transferable.

**102-9.6.2.3 Proprietary Precast Temporary Concrete Barrier Fabricated in 2005 or later:** Ensure each barrier unit has permanent clear markings, showing the manufacture date, serial number, manufacturer's name or symbol, and the APL number. Label the markings on a plate, plaque, or cast in the unit. Proprietary barrier fabricated prior to 2016 and marked with the "INDX 521" in lieu of the APL number will be permitted.

**102-9.6.2.4 Temporary Concrete Barrier Repair:** Before beginning the repair, remove all laitance, loose material, and any other deleterious matter to sound concrete or a minimum depth of one inch. Additionally, when reinforcing bars, inserts or weldments are exposed, remove the concrete to provide a minimum one inch clearance all around. Fill the repair area with an approved high performance concrete repair material in accordance with 930-5 and the manufacturer's recommendations. Restore surfaces and edges to the original dimensions and shape of the barrier.

Repairs are not allowed on barrier units that have one or more of the following deficiencies: structural cracking or cracks that exist through the entire cross-section; unit-to-unit connection assemblies or anchor slots are broken or no longer in a fixed position.

Do not paint repaired barriers.

**102-9.7 Barrier Delineators:** Install barrier delineators on top of temporary barrier and vehicular LCDs meeting the requirements of Section 705.

**102-9.8 Temporary Glare Screen:** Use temporary glare screens listed on the APL that meet the requirements of Section 990. Furnish, install, maintain, remove and relocate glare screen systems in conjunction with temporary barrier at locations identified in the Plans.

The anchorage of the glare screen to the barrier must be capable of safely resisting an equivalent tensile load of 600 pounds per foot of glare screen, with a requirement to use a minimum of three fasteners per barrier section.

When glare screen is utilized on temporary barrier, barrier delineators will not be required.

**102-9.9 Temporary Crash Cushion (Redirective or Gating):** Furnish, install, maintain and subsequently remove temporary crash cushions in accordance with the details and notes shown in the Plans, Standard Plans, and requirements of the pre-approved alternatives listed on the APL.

Temporary crash cushions can be either new or used functionally sound refurbished devices. Performance of intended function is the only condition for acceptance. All metallic components must be galvanized in accordance with Section 967.

Anchor abutting temporary barrier in accordance the Standard Plans or APL drawings, as required. Bidirectional installations must have a transition panel installed between the crash cushion and the abutting barrier. Delineate the crash cushion in accordance with Section 544. Maintain the crash cushions until their authorized removal. Do not place any materials or equipment within the length of the crash cushion.

Remove temporary asphalt or concrete pads and repair all attachment scars to permanent structures and pavements after crash cushion removal. Make necessary repairs due to defective material, work, or Contractor operations at no cost to the Department. Restore crash cushions damaged by the traveling public within 24 hours after notification as authorized by the Engineer.

**102-9.10 Temporary Guardrail:** Furnish temporary guardrail in accordance with the Plans and Standard Plans. Meet the requirements of Section 536.

**102-9.11 Arrow Board:** Furnish arrow boards that meet the requirements of Section 990 as required by the Plans and Standard Plans to advise approaching traffic of lane closures or shoulder work. Ensure that the arrow board display panel is raised to a fully upright position and is fully visible to motorists. Type B arrow boards may be used on low to intermediate speed (0 mph to 50 mph) facilities or for maintenance or moving operations on any speed facility. Type C arrow boards must be used for all other operations on high-speed (50 mph and greater) facilities and may be substituted for Type B arrow boards on any speed facility.

**102-9.12 Portable Changeable Message Sign (PCMS):** Furnish PCMSs or truck mounted changeable message signs that meet the requirements of Section 990 as required by the Plans and Standard Plans to supplement other temporary traffic control devices used in work zones. Ensure that the PCMS display panel is raised to a fully upright position and is fully visible to motorists.

Messages must have no more than two phases. The display time for each phase must be at least two seconds but no more than three seconds. The sum of the display time must be a maximum of six seconds.

**102-9.13 Portable Regulatory Signs (PRS):** Furnish PRSs that meet the requirements of Section 990 as required by the Plans and Standard Plans. Ensure that the PRS sign panel is raised to a fully upright position and is fully visible to motorists.

Activate portable regulatory signs only during active work activities and deactivate when no work is being performed.

**102-9.14 Radar Speed Display Unit (RSDU):** Furnish RSDUs that meet the requirements of Section 990 as required by the Plans and Standard Plans to inform motorists of the posted speed and their actual speed. Ensure that the RSDU display panel is mounted in accordance with the manufacturer's recommendations.

Activate the radar speed display unit only during active work activities and deactivate when no work is being performed.

**102-9.15 Temporary Signalization and Maintenance:** Provide temporary signalization and maintenance at existing, temporary, and new intersections including but not limited to the following:

1. Installation of temporary poles and span wire assemblies as shown in the Plans,
2. Temporary portable traffic signals as shown in the Plans,
3. Adding or shifting signal heads,
4. Trouble calls,
5. Maintaining intersection and coordination timing and preemption

devices. Coordination timing will require maintaining functionality of system communications. Restore any loss of operation within 12 hours after notification. Provide alternate temporary traffic control until the signalization is restored.

Provide traffic signal equipment that meets the requirements of the Standard Plans and 603-2. The Engineer may approve used signal equipment if it is in acceptable condition. Replacement components for traffic signal cabinet assemblies will be provided by the maintaining agency. For temporary signals used for lane closure operations on two-lane, two-way roadways meet the requirements in 102-9.21.

**102-9.16 Temporary Traffic Detection and Maintenance:** Provide temporary traffic detection and maintenance at existing, temporary, and new signalized intersections. Provide temporary traffic detection equipment listed on the APL. Restore any loss of detection within 12 hours. Ensure 90% accuracy per signal phase, measured at the initial installation and after any lane shifts, by comparing sample data collected from the detection system with ground truth data collected by human observation. Collect the sample and ground truth data for a minimum of five minutes during a peak and five minutes during an off-peak period with a minimum three detections for each signal phase. Perform the test in the presence of the Engineer.

**102-9.17 Truck Mounted Attenuators and Trailer Mounted Attenuators:** Furnish, operate and maintain APL listed truck mounted and trailer mounted attenuators in accordance with the manufacturer's recommendations.

For posted speeds of 50 mph or greater, use either truck mounted attenuators or trailer mounted attenuators that meet TL-3 criteria. For posted speeds of 45 mph or less, use either truck mounted attenuators or trailer mounted attenuators that meet TL-2 or TL-3 criteria.

Attenuators will not be paid for separately. Include the cost of the truck with either a truck mounted attenuator or a trailer mounted attenuator in Maintenance of Traffic, lump sum. Payment includes all costs, including furnishing, operating maintaining and removal when no longer required, and all materials, labor, tools, equipment and incidentals required for attenuator maintenance.

**102-9.18 Temporary Raised Rumble Strip Set:** Furnish, install, maintain, remove, and reinstall temporary raised rumble strips per the manufacturer's recommendations and in accordance with Standard Plans, Index 102-603.

The temporary raised rumble strip may be either a removable polymer striping tape or a molded engineered polymer material.

**102-9.19 Automated Flagging Assistance Devices (AFAD):** Furnish, install, maintain, remove, and relocate AFADs in accordance with the Plans, Standard Plans, Index 102-603, and APL vendor drawings.

Position AFADs where they are clearly visible to oncoming traffic. AFADs may be placed on the centerline if they have been successfully crash tested in accordance with MASH TL-3 criteria. A gate arm is required in accordance with Section 990 if a single AFAD is used on the shoulder to control one direction of traffic.

The devices may be operated either by a single flagger at one end of the traffic control zone, from a central location, or by a separate flagger near each device location. Use only flaggers trained in accordance with Section 105 and in the operation of the AFAD. When in use, each AFAD must be in view of, and attended at all times by, the flagger operating the device.

Provide two flaggers on-site and use one of the following methods in the deployment of AFADs:

1. Place an AFAD at each end of the temporary traffic control zone, or
2. Place an AFAD at one end of the temporary traffic control zone and a flagger at the opposite end.

A single flagger may simultaneously operate two AFADs as described in (1) or a single AFAD as described in (2) if all of the following conditions are met:

1. The flagger has an unobstructed view of the AFAD(s),
2. The flagger has an unobstructed view of approaching traffic in both directions,
3. For two AFADs, the AFADs are less than 800 feet apart. For one AFAD, the AFAD and the flagger are less than 800 feet apart.
4. Two flaggers are available on-site to provide normal flagging operations should an AFAD malfunction.

AFADs may be either a remotely controlled Stop/Slow AFAD mounted on either a trailer or a movable cart system, or a remotely controlled Red/Yellow Lens AFAD.

Illuminate the flagging station when the AFAD is used at night. When the AFAD is not in use, remove or cover signs and move the AFAD device outside the clear zone or shield it with a barrier.

AFADs will not be paid for separately. AFADs may be used as a supplement or an alternate to flaggers in accordance with the Plans, Standard Plans, Index 102-603, and the APL vendor drawings. Include the cost for AFADs in Maintenance of Traffic, Lump Sum.

**102-9.20 Temporary Lane Separator:** Furnish, install, maintain, remove and relocate temporary lane separator in accordance with the Plans and Standard Plans, Index 102-600. Anchor the portable temporary lane separator with a removable anchor bolt. Use epoxy on bridge decks where anchoring is not allowed. Remove the epoxy from the bridge deck by hydroblasting or other method approved by the Engineer.

**102-9.21 Temporary Signals for Lane Closures on Two-Lane, Two-Way Roadways:** Furnish, install, maintain, remove, and relocate temporary signals for lane closure operations on two-lane, two-way roadways at the locations shown in the Plans. Temporary signals may be used, at the Contractor's option, as an alternate to flaggers for lane closure operations on two-lane, two-way roadways in accordance with Standard Plans, Index 102-606. Temporary signals can either be portable signals or span wire signals and must be listed on the APL.

**102-10 Work Zone Pavement Marking.**

**102-10.1 Description:** Furnish and install work zone pavement markings for MOT in construction areas and in close conformity with the lines and details shown in the Plans and Standard Plans.

Centerlines, lane lines, edge lines, stop bars, standard crosswalks, and turn arrows will be required in work zones prior to opening the road to traffic.

**102.10.2 Painted Pavement Markings:**

**102-10.2.1 General:** Use painted pavement markings meeting the requirements of Section 710. Use standard paint unless otherwise identified in the Plans or approved by the Engineer.

**102-10.3 Removable Tape:**

**102-10.3.1 General:** Use removable tape listed on the APL as shown in the Plans and meeting the requirements of 990-4.

**102-10.3.2 Application:** Apply removable tape with a mechanical applicator to provide pavement lines that are neat, accurate and uniform. Equip the mechanical applicator with a film cut-off device and with measuring devices that automatically and accumulatively measure the length of each line placed within an accuracy tolerance of plus or minus 2%. Ensure removable tape adheres to the road surface. Removable tape may be placed by hand on short sections, 500 feet or less, if it is done in a neat accurate manner.

**102-10.3.3 Retroreflectivity:** Apply white and yellow pavement markings that will attain an initial retroreflectivity of not less than  $300 \text{ mcd/lx} \cdot \text{m}^2$  for white and contrast markings and not less than  $250 \text{ mcd/lx} \cdot \text{m}^2$  for yellow markings. Black portions of contrast tapes and black masking tapes must be non-reflective and have a reflectance of less than  $5 \text{ mcd/lx} \cdot \text{m}^2$ . At the end of the six month service life, the retroreflectance of white and yellow removable tape shall not be less than  $150 \text{ mcd/lx} \cdot \text{m}^2$ .

**102-10.3.4 Removability:** Provide removable tape capable of being removed from bituminous concrete and portland cement concrete pavement intact or in substantially large strips, either manually or by a mechanical roll-up device, at temperatures above  $40^\circ\text{F}$ , without the use of heat, solvents, grinding or blasting.

**102-10.4 Temporary Raised Pavement Markers (RPMs):** Use Class B RPMs except for work that consists of ground-in rumble strips at centerline locations. For ground-in rumble strips at centerline locations, use temporary RPMs in accordance with Section 710. Provide only temporary RPMs listed on the APL. Install all markers in accordance with the manufacturer's recommendations, the Standard Plans, and Section 706. After initial installation, replace broken or missing temporary RPMs in locations where more than three consecutive temporary RPMs are broken or missing at no expense to the Department.

**102-11 Method of Measurement.**

**102-11.1 General:** Devices installed/used on the project on any calendar day or portion thereof, within the Contract Time, including time extensions which may be granted, will be paid

for at the Contract unit price for the applicable pay item. Include the cost of any work that is necessary to meet the requirements of the Contract Documents for MOT under Maintenance of Traffic, lump sum when separate payment is not provided.

**102-11.2 Traffic Control Officers:** The quantity to be paid for traffic control officers as specified in 102-7(1) through (5) will be at the Contract unit price per hour (4 hour minimum) for the actual number of officers certified to be on the project site, including any law enforcement vehicles and all other direct and indirect costs. Payment will be made only for those traffic control officers specified in the Plans and authorized by the Engineer.

Cost for traffic control officers as specified in 102-7(6) or used at the Contractor's option will be paid for under Maintenance of Traffic, lump sum.

**102-11.3 Special Detours:** When a special detour is shown in the Plans, the work of constructing, maintaining, and subsequently removing such detour facilities will be paid for under Special Detour, lump sum. However, traffic control devices, warning devices, barriers, signing, pavement markings, and restoration to final configuration will be paid for under their respective pay items.

When the Plans show more than one special detour, each special detour will be paid for separately, at the Contract lump sum price for each.

**102-11.4 Commercial Material for Driveway Maintenance:** The quantity to be paid for will be the certified volume, in cubic yards, of all materials authorized by the Engineer, acceptably placed and maintained for driveway maintenance. The volume, which is authorized to be reused, and which is acceptably salvaged, placed, and maintained in other designated driveways will be included again for payment.

**102-11.5 Work Zone Signs:** The number of temporary post-mounted signs (temporary regulatory, warning and guide) certified as installed/used on the project will be paid for at the Contract unit price for work zone signs. When multiple signs are located on single or multiple posts, each sign panel will be paid individually. Signs greater than 20 square feet and detailed in the Plans will be paid for under Maintenance of Traffic, lump sum.

Temporary portable signs (excluding mesh signs) and vehicular mounted signs will be included for payment under work zone signs, only if used in accordance with the Standard Plans.

The number of temporary barrier mounted signs (temporary regulatory, warning and guide) certified as installed/used on the project will be paid for at the Contract unit price for barrier mounted work zone signs.

Work zone signs may be installed fourteen days prior to the start of Contract Time with the approval of the Engineer and at no additional cost to the Department.

**102-11.6. Business Signs:** The number of business signs certified as installed/used on the project will be paid for at the Contract unit price for business signs.

**102-11.7 Project Information Signs:** No separate payment will be made for project information signs. Payment will be included under Maintenance of Traffic, lump sum.



**102-11.8 Channelizing Devices:** The number of drums, vertical panels, and Type I, Type II, Type III, or direction indicator barricades, certified as installed/used on the project meeting the requirements of Standard Plans, Index 102-600 and have been properly maintained will be paid for at the Contract unit prices for channelizing device.

Payment for drums, vertical panels, and Type I, Type II, Type III, and direction indicator barricades will be paid per each per day.

Payment for vehicular LCDs will be paid as the length in feet installed divided by the device spacing for barricades, vertical panels, and drums and certified as installed/used on the project meeting the requirements of Standard Plans, Index 102-600 and have been properly maintained will be paid for at the Contract unit price for channelizing device.

Payment for pedestrian LCDs will be paid as the plan quantity length in feet, in place and accepted. For sidewalk closures, the plan quantity length will be based on the width of the sidewalk. The quantity of pedestrian LCDs will be paid for regardless of whether materials are new, used, or relocated from a previous installation on the project. Placement of pedestrian LCDs at locations not shown in the Plans, or not authorized by the Engineer, will be at the Contractor's expense. Payment for pedestrian LCD mounted signs will be made under Work Zone Signs, per each per day.

Payment will not be made for channelizing devices unsatisfactorily maintained, as determined by the Engineer. Payment will be made for each channelizing device that is used to delineate trailer mounted devices. Payment will be made for channelizing devices delineating portable changeable message signs during the period beginning 14 working days before Contract Time begins as authorized by the Engineer.

**102-11.9 Temporary Barrier:** The quantity to be paid for will be the length, in feet, of freestanding units or anchored units certified as installed/used on the project. The quantity to be paid for relocating barrier will be based on the relocated installation type. No separate payment will be made for the asphalt pad. For freestanding units transitioned to a crash cushion, the cost of anchoring the transition units will be included in the cost of the temporary crash cushion in accordance with 102-11.12.

**102-11.10 Barrier Delineators:** No separate payment will be made for barrier delineators installed on top of temporary barrier and vehicular LCDs. Include the cost for barrier delineators in the cost of the barrier or vehicular LCD.

**102-11.11 Temporary Glare Screen:** The certified quantity to be paid for will be determined by the number of sections times the nominal length of each section.

**102-11.12 Temporary Crash Cushions:** No separate payment will be made for the concrete or asphalt pad.

**102-11.12.1 Redirective:** The quantity to be paid for will be the number of temporary crash cushions (redirective) certified as installed/used and maintained on the project, including anchoring of temporary barrier necessary for transition to the crash cushion and delineation.

**102-11.12.2 Gating:** The quantity to be paid for will be the number of temporary crash cushions (gating) certified as installed/used and maintained on the project, including anchoring of temporary barrier necessary for transition to the crash cushion and delineation.

**102-11.13 Temporary Guardrail:** The quantity to be paid for will be the length, in feet, of temporary guardrail constructed and certified as installed/used on the project. The length of a run of guardrail will be determined as a multiple of the nominal panel lengths.

**102-11.14 Arrow Board:** The quantity to be paid at the contract unit price will be for the number of arrow boards certified as installed/used on the project on any calendar day or portion thereof within the Contract Time.

**102-11.15 Portable Changeable Message Sign:** The quantity to be paid at the Contract unit price will be for the number of PCMSs or truck mounted changeable message signs certified as installed/used on the project on any calendar day or portion thereof within the Contract Time. Payment will be made for each portable changeable message sign that is used during the period beginning fourteen working days before Contract Time begins as authorized by the Engineer.

**102-11.16 Portable Regulatory Signs:** The quantity to be paid for will be the number of portable regulatory signs certified as installed/used on the project on any calendar day or portion thereof within the Contract Time, will be paid for the Contract unit price for portable regulatory sign.

**102-11.17 Radar Speed Display Unit:** The quantity to be paid for will be the number of radar speed display units certified as installed/used on the project on any calendar day or portion thereof within the Contract Time, will be paid for the Contract unit price for radar speed display unit.

**102-11.18 Temporary Signalization and Maintenance:** For existing intersections, the certified quantity to be paid for will be the number of signalized intersections per day for the full duration of the Contract. For temporary intersections, the certified quantity to be paid for will be the number of signalized intersections per day for the duration of the temporary intersection. No separate payment will be made for temporary signalization and maintenance at new intersections.

**102-11.19 Temporary Traffic Detection and Maintenance:** For existing intersections, the certified quantity to be paid for will be the number of signalized intersections per day beginning the day Contract Time begins and ending the day the permanent detection is operational and the final lane configuration is in place. For temporary and new intersections, the certified quantity to be paid for will be the number of signalized intersections per day beginning the day the temporary detection is functional and ending the day: the permanent detection is operational and the final lane configuration is in place for a new intersection; or, when the detection is removed for a temporary intersection.

**102-11.20 Work Zone Pavement Markings:** Painted pavement markings will be paid as specified in 710-10. The quantity of removable tape to be paid for solid, 10'-30' skip, 3'-9' dotted, 6'-10' dotted, and 2'-4' dotted lines will be the length, in gross miles, authorized and acceptably applied under this Section and certified as installed/used on the project. The quantity of removable tape to be paid for transverse lines will be the length, in linear feet, authorized and acceptably applied under this Section and certified as installed/used on the project. The quantity

of removable tape to be paid for pavement messages, symbols, and arrows will be per each, authorized and acceptably applied under this Section and certified as installed/used on the project. The quantity of temporary RPMs to be paid will be the number of RPMs authorized and acceptably applied.

**102-11.21 Temporary Raised Rumble Strips:** The quantity to be paid for will be the number of calendar days, or portions thereof, that temporary raised rumble strips are certified as installed/used on the project within the Contract Time. The number of strips used must meet the requirements of Standard Plans, Index 102-603. No adjustment will be made to the per day measurement for the number of strips or sets used, or for the number of times the sets are relocated.

**102-11.22 Temporary Lane Separator:** The quantity to be paid for will be the field measure, in feet, of temporary lane separator certified as installed/used on the project, including drainage gaps, completed and accepted.

**102-11.23 Temporary Signals for Lane Closures on Two-Lane, Two-Way Roadways:** The quantity to be paid for will be the number of temporary signals per day installed/used at the locations shown in the Plans. Temporary signals installed/used at the Contractor's option as an alternative to flaggers will be included in Maintenance of Traffic, lump sum.

**102-11.24 Temporary Highway Lighting:** When temporary highway lighting is required by the Plans, the work of constructing, maintaining, and removing the temporary highway lighting, including all materials and any necessary design work, will be paid for under temporary highway lighting, lump sum.

**102-11.25 Pedestrian Special Detours:** When a pedestrian special detour is shown in the Plans, the work of constructing, maintaining, and subsequently removing such detour facilities will be paid for under pedestrian special detour, lump sum. However, traffic control devices, warning devices, barriers, signing, pavement markings, and restoration to final configuration will be paid for under their respective pay items.

## **102-12 Submittals.**

**102-12.1 Submittal Instructions:** Prepare a certification of quantities, using the Department's current approved form, for certified MOT payment items for each project in the Contract. Submit the certification of quantities to the Engineer. The Department will not pay for any disputed items until the Engineer approves the certification of quantities.

**102-12.2 Contractor's Certification of Quantities:** Request payment by submitting a certification of quantities no later than Twelve O'clock noon Monday after the estimate cut-off date or as directed by the Engineer, based on the amount of work done or completed. Ensure the certification consists of the following:

1. Contract Number, FPID Number, Certification Number, Certification Date and the period that the certification represents.
2. The basis for arriving at the amount of the progress certification, less payments previously made and less an amount previously retained or withheld. The basis will include a detail

breakdown provided on the certification of items of payment in accordance with 102-13. After the initial setup of the MOT items and counts, the interval for recording the counts will be made weekly on the certification sheet unless there is a change. This change will be documented on the day of occurrence. Some items may necessitate a daily interval of recording the counts.

### **102-13 Basis of Payment.**

**102-13.1 Maintenance of Traffic (General Work):** When an item of work is included in the proposal, price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items.

**102-13.2 Traffic Control Officers:** Price and payment will be full compensation for the services of the traffic control officers.

**102-13.3 Special Detours:** Price and payment will be full compensation for providing all detour facilities shown in the Plans and all costs incurred in carrying out all requirements of this Section for general MOT within the limits of the detour, as shown in the Plans.

**102-13.4 Commercial Materials for Driveway Maintenance:** Price and payment will be full compensation for all work and materials specified for this item, including specifically all required shaping and maintaining of driveways.

**102-13.5 Work Zone Signs:** Price and payment will be full compensation for all work and materials for furnishing signs, supports and necessary hardware, installation, relocating, maintaining and removing signs.

**102-13.6. Business Signs:** Price and payment will be full compensation for all materials and labor required for furnishing, installing, relocating, maintaining, and removing the signs as well as the cost of installing any logos provided by business owners.

**102-13.7 Project Information Signs:** Price and payment will be full compensation for all materials and labor for furnishing, installing, relocating, maintaining and removing signs.

**102-13.8 Channelizing Devices:** Prices and payment will be full compensation for furnishing, installing, relocating, maintaining and removing the channelizing devices.

**102-13.9 Temporary Barrier:** Price and payment will be full compensation for furnishing, installing, maintaining, and removing the barrier and asphalt pad. When called for, temporary barrier (relocate) will be full compensation for relocating the barrier.

**102-13.10 Temporary Glare Screen:** Price and payment will be full compensation for furnishing, installing, maintaining, and removing the glare screen certified as installed/used on the project. When called for, glare screen (relocate) will be full compensation for relocating the glare screen.

**102-13.11 Temporary Crash Cushion (Redirective or Gating):** Price and payment will be full compensation for furnishing, installing, maintaining, and removing crash cushions and concrete or asphalt pads.

**102-13.12 Temporary Guardrail:** Price and payment will be full compensation for furnishing all materials required for a complete installation, including end anchorage assemblies

and any end connections to other structures and for installing, maintaining and removing guardrail.

**102-13.13 Arrow Board:** Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing arrow boards.

**102-13.14 Portable Changeable Message Sign:** Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing portable changeable message signs.

**102-13.15 Portable Regulatory Signs:** Price and payment will be full compensation for furnishing, installing, relocating, operating, maintaining and removing a completely functioning system as described in these Specifications.

Payment will include all labor, materials, incidentals, repairs and any actions necessary to operate and maintain the unit at all times that work is being performed or traffic is being affected by construction and/or MOT operations.

**102-13.16 Radar Speed Display Unit:** Price and payment will be made only for a completely functioning system as described in these Specifications. Payment will include all labor, hardware, accessories, signs, and incidental items necessary for a complete system. Payment will include any measurements needed to ensure that the unit conforms to all Specification requirements.

Payment will include all labor, materials, incidentals, repairs and any actions necessary to operate and maintain the unit at all times that work is being performed or traffic is being affected by construction and MOT operations. Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing radar speed display unit.

**102-13.17 Temporary Signalization and Maintenance:** Price and payment will constitute full compensation for furnishing, installing, operating, maintaining and removing temporary traffic control signals including all equipment and components necessary to provide an operable traffic signal. Payment will be withheld for each day at each intersection where the temporary signalization is not operational within 12 hours after notification.

**102-13.18 Temporary Traffic Detection and Maintenance:** Price and payment will constitute full compensation for furnishing, installing, operating, maintaining and removing temporary traffic detection including all equipment and components necessary to provide an acceptable signalized intersection. Take ownership of all equipment and components. Payment will be withheld for each day at each intersection where the temporary detection is not operational within 12 hours after notification.

**102-13.19 Work Zone Pavement Markings:** Price and payment will be full compensation for all work specified including, all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

Removable tape or durable paint may be substituted for standard paint at no additional cost to the Department.

Payment for temporary RPMs used to supplement line markings will be paid for under temporary raised pavement markers. Install these RPMs as detailed in the Standard Plans.

**102-13.20 Temporary Raised Rumble Strips:** Price and payment will be full compensation for all work and materials described in this Section, including all cleaning and preparing of surfaces, disposal of all debris, furnishing of all materials, application, curing, removal, reinstalling and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work.

**102-13.21 Temporary Lane Separator:** Price and payment will be full compensation for all work specified in this Section.

**102-13.22 Temporary Signals for Lane Closures on Two-Lane, Two-Way Roadways:** Price and payment will be full compensation for furnishing, installing, operating, maintaining and removing temporary traffic signal including all equipment and components necessary to provide an operable portable traffic signal.

**102-13.23 Temporary Highway Lighting:** Price and payment will be full compensation for providing all temporary highway lighting shown in the Plans.

**102-13.24 Pedestrian Special Detours:** Price and payment will be full compensation for providing all pedestrian special detours shown in the Plans.

**102-13.25 Payment Items:** Payment will be made under:

Item No. 102- 1-	Maintenance of Traffic - lump sum.
Item No. 102- 2-	Special Detour - lump sum.
Item No. 102- 3-	Commercial Material for Driveway Maintenance - per cubic yard.
Item No. 102- 4-	Pedestrian Special Detour - lump sum.
Item No. 102- 14-	Traffic Control Officer - per hour.
Item No. 102- 30-	Temporary Highway Lighting - lump sum.
Item No. 102- 60-	Work Zone Sign - per each per day.
Item No. 102- 61-	Business Sign - each.
Item No. 102- 62-	Barrier Mounted Work Zone Sign – per each per day
Item No. 102- 71-	Temporary Barrier - per foot.
Item No. 102- 75-	Temporary Lane Separator - per foot
Item No. 102- 73-	Temporary Guardrail - per foot.
Item No. 102- 74-	Channelizing Devices

Item No. 102- 76-	Arrow Board - per each per day.
Item No. 102- 78-	Temporary Raised Pavement Markers - each.
Item No. 102- 81-	Temporary Crash Cushion, Gating - per location.
Item No. 102- 89-	Temporary Crash Cushion, Redirective - per location.
Item No. 102- 94-	Glare Screen - per foot.
Item No. 102- 99-	Portable Changeable Message Sign - per each per day.
Item No. 102-104-	Temporary Signalization and Maintenance - per intersection per day.
Item No. 102-107-	Temporary Traffic Detection and Maintenance - per intersection per day.
Item No. 102-120-	Temporary Signal for Lane Closures on Two-Lane, Two-Way Roadways – per each per day.
Item No. 102-150-	Portable Regulatory Sign - per each per day.
Item No. 102-150-	Radar Speed Display Unit - per each per day.
Item No. 102-909-	Temporary Raised Rumble Strips - per day.
Item No. 102-913-	Removable Tape.
Item No. 710-	Painted Pavement Markings.
Item No. 711-	Thermoplastic Pavement Markings.

**MAINTENANCE OF TRAFFIC – WORK DOCUMENT.**  
**(REV 1-27-23) (FY 2023-24)**

SUBARTICLE 102-3.1 is deleted and the following substituted:

**102-3.1 Contractor's Responsibility:** Time begins when the Engineer is notified that setup is complete and flagging operations and maintenance of all temporary traffic control devices are ready for work to begin. Time ends when work has been completed. Notify the Engineer immediately when work has been completed. travel time to and from the work site, as well as installation and removal of temporary traffic control devices is not included as compensable time. Provide only one person for the maintenance of devices unless otherwise directed by the Engineer.

SUBARTICLE 102-3.2 is deleted and the following substituted:

**102-3.2 Worksite Traffic Supervisor (WTS):** Provide a WTS who is responsible for initiating, installing, and maintaining all temporary traffic control devices as described in this Section and the Contract Documents. Provide all equipment and materials needed to set up, take down, maintain traffic control, and handle traffic-related situations. Provide the WTS or designee with a tablet or smartphone with internet access for recording information into the Department's lane closure notification system. Use approved alternate WTS when necessary.

The WTS must meet the personnel qualifications specified in Section 105.

The WTS is to perform the following duties:

1. On site direction of all temporary traffic control on the project.
2. Is on site during all set up and take down, and performs a drive through inspection immediately after set up.
3. Is on site during all nighttime operations ensuring proper temporary traffic control.
4. Immediately corrects all safety deficiencies and corrects minor deficiencies that are not immediate safety hazards within 24 hours.
5. Is available on a 24 hour per day basis and present at the site within 45 minutes after notification of an emergency situation and is prepared to respond to maintain temporary traffic control or to provide alternate traffic arrangements.
6. Conducts daily daytime and weekly nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations.

Advise the project personnel of the schedule of these inspections and give them the opportunity to join in the inspection as deemed necessary.

The Department may disqualify and remove from the project a WTS who fails to comply with the provisions of this Section. The Department may temporarily suspend all activities, except traffic, erosion control and such other activities that are necessary for project maintenance and safety, for failure to comply with these provisions.

SUBARTICLE 102-3.3 is deleted.

SUBARTICLE 102-5.5 is deleted and the following substituted:

**102-5.5 Crossings and Intersections:** Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any median opening, road or street crossing the project unless approved by the Engineer. Maintain all existing actuated or traffic responsive mode signal operations for main and side street movements for the duration of the work. Restore any loss of detection within 12 hours. Use only detection technology listed on the Department's Approved Products List (APL) and approved by the Engineer to restore detection capabilities. Before beginning any construction, submit to the Engineer the names and phone numbers of persons that can be contacted when signal operation malfunctions.



SUBARTICLE 102-9.1 is deleted and the following substituted:

**102-9 Temporary Traffic Control Devices.**

**102-9.1 General:** Use only devices that are listed on the APL and use in conformance with the APL drawings. Immediately remove or cover, using any method of covering approved by the Engineer, any existing or temporary devices (e.g. signs) that do not apply to current conditions.

The use of NCHRP Report 350 Recommended Procedures for the Safety Performance Evaluation of Highway Features devices purchased prior to January 1, 2020 is permitted on projects let prior to January 1, 2030. All devices manufactured or purchased on or after January 1, 2020 must be MASH compliant in accordance with Section 990.

The APL number is to be permanently marked on the device at a readily visible location. Sheeting used on devices and pavement markings are exempt from this requirement.

Notify the Engineer in writing of any scheduled operation that will affect traffic patterns or safety sufficiently in advance of commencing such operation to allow adequate time to review the plan for the proposed installation of temporary traffic control devices.

Assign an employee the responsibility of maintaining the position and condition of all temporary traffic control devices throughout the duration of the Contract. Keep the Engineer advised of the identification and means of contacting this employee on a 24 hour basis.

Maintain temporary traffic control devices in the correct position, properly oriented, clearly visible, and clean. All applicable temporary traffic control devices must meet the classification category of Acceptable as defined in the American Traffic Safety Services Association (ATSSA) Quality Guidelines for Temporary Traffic Control Devices and Features. Temporary concrete barriers must meet the classification category of Acceptable defined in the Department's Temporary Concrete Barrier Evaluation Guide, which may be viewed at the following URL:

[https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/docs/default-source/content-docs/programmanagement/implemented/urlinspecs/files/temporaryconcretebarrierguide.pdf.pdf?sfvrsn=343b4c97\\_10](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/docs/default-source/content-docs/programmanagement/implemented/urlinspecs/files/temporaryconcretebarrierguide.pdf.pdf?sfvrsn=343b4c97_10).

Pedestrian Longitudinal Channelizing devices (LCDs) must meet the classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide, which may be viewed at the following URL:

[https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/lcdevaluationguide.pdf?sfvrsn=166e0f16\\_2](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/lcdevaluationguide.pdf?sfvrsn=166e0f16_2).

Immediately repair, replace or clean damaged, defaced or dirty devices. Traffic control devices must not be cleaned while installed/used. Use of warning lights on any temporary traffic control device is prohibited, with the exception of the trailer mounted portable regulatory signs.

SUBARTICLE 102-9.1.1 is deleted.

SUBARTICLE 102-11.1 is deleted and the following substituted:

**102-11.1 General:** Devices installed/used on the project on any calendar day or portion thereof, within the Contract Time, including time extensions which may be granted, will be paid for at the Contract unit price for the applicable pay item.

For this Contract, all pay items with unit “Each Day (ED)” and “Hour (HR)” will be defined as follows:

1. Time for “Each Day” will be calculated in 24 hour increments starting at the time specified in the Work Document.

2. “Hour” rates will be paid in increments of 1 hour, rounded up to the hour.

ARTICLE 102-11 is expanded by the following new Subarticles:

**102-11.28 MOT Maintenance Services:** The quantity to be paid will be the number of hours that MOT duties are performed, beginning when setup is complete to the initiation of takedown.

**102-11.29 Truck Mounted Attenuator:** The quantity to be paid will be the number of days, per day, regardless of the number of locations work is performed at each site.

ARTICLE 102-12 is deleted.

SUBARTICLE 102-13.1 is deleted and the following substituted:

**102-13 Basis of Payment.**

**102-13.1 Maintenance of Traffic (General Work):** When an item of work is included in the proposal, price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items.

When the proposal does not include separate item(s) for Maintenance of Traffic, all work and incidental costs specified as being covered under this Section will be included for payment under the scheduled items of the overall Contract and no separate payment will be made.

SUBARTICLE 13.26 is deleted and the following substituted:

**102-13.26 MOT Maintenance Services:** Price and payment will be full compensation for MOT work performed.

ARTICLE 102-13 is expanded by the following new Subarticles:

**102-13.27 Truck Mounted Attenuator:** Price and payment will be full compensation for providing truck mounted attenuators each day regardless of the number of locations work is performed at each site. Payment will be made per day when included in the Work Document or as directed by the Engineer. Payment includes all costs for materials, labor, tools, equipment and incidentals required for performing the work described in this Section.

**102-13.28 Payment Items:** Payment will be made under the items shown in the Bid Price Proposal.

## **LITTER REMOVAL AND MOWING.**

**(REV 8-19-21) (FY 2023-24)**

SECTION 107 is deleted and the following substituted:

### **107-1 Description.**

**107.1.1 Litter Removal:** Provide pickup, removal, and disposal of litter and debris within the maintained limits from the outside edge of travel way to the right of way line, including the median on divided highways from the inside edge of travel way to the inside edge of travel way, ponds, and remote areas as specified in the Contract Documents. Litter or debris includes but is not limited to varied sizes of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, metal junk, small outdoor advertisement signs, brush, tree limbs, and other items to be removed under this work.

**107-1.2 Mowing:** Mow grass or vegetation within the project limits at locations identified in the Contract Documents. Locations may consist of roadside areas, ponds, ditches, or other areas as specified. Where landscaping has been established or natural landscaping has been preserved, mow conforming to the established mowing contours. Mow up to the limits maintained by the Department and around existing appurtenances located within the project limits as directed by the Engineer. Use specialized equipment or hand labor when required to perform specified work in certain areas or situations. Vegetation consists of planted and/or natural grasses, weeds, and other vegetation within the area to be mowed. Comply with the current edition of the Department's "A Guide to Roadside Vegetation Management".

**107-1.2.1 Large Machine Mowing:** Provide large machine mowing in areas conducive to large machine mowing equipment with a 3 horizontal to 1 vertical or less slope.

**107-1.2.2 Slope Mowing:** Provide slope mowing on slopes with a greater or steeper than 3 horizontal to 1 vertical slope or other areas that are relatively inaccessible to the use of conventional style equipment.

**107-1.2.3 Intermediate Machine Mowing:** Provide intermediate machine mowing in areas of 3 horizontal to 1 vertical slope or less that are not accessible by large machine mowing equipment but not conducive to the use of small machine mowing equipment.

**107-1.2.4 Small Machine Mowing:** Provide small machine mowing in areas of 3 horizontal to 1 vertical slope or less that are not accessible by large and intermediate machine mowing equipment.

**107-1.2.5 Manual Weed Control:** For areas with densely planted trees and steep slopes that are not accessible to mowing equipment, when directed by the Work Document, remove grasses, weeds, vines, and other underbrush using hand or power tools.

Unless otherwise specified, manual labor required to perform work around appurtenances will be incidental to the type of mowing being performed. Appurtenances may consist of signpost and bases, delineator post, fences, guardrail, barrier walls, end walls, retaining walls, pipes, drainage structures, poles, guys, mailboxes, handrails, landscaped areas, and trees.

## **107-2 Frequency.**

**107-2.1 Litter Removal:** The number of litter removal cycles maybe increased or decreased based on litter conditions or special events, as directed by the Engineer. Areas or portions of areas within the project limits may be increased or decreased. The estimated number of litter removal cycles is approximately **14**.

Complete each litter removal cycle within (**to be determined by the engineer**) calendar days of beginning the cycle when the litter removal cycle is concurrent with a mowing cycle. When litter pick up is issued concurrently with a mowing cycle, remove litter prior to and in conjunction with mowing operations in all areas.

Complete each independent litter removal cycle within (**to be determined by the engineer**) calendar days of beginning the cycle.

**107-2.2 Mowing:** The Engineer will determine the type of mowing, the estimated number of acres to be accomplished within a specified number of calendar days (cycle), when to begin each mowing cycle, and the total number of mowing cycles to be completed.

The number of acres to be completed per cycle may vary depending upon soil conditions. The number of acres to be completed will vary per cycle when wildflowers are in bloom or are re-seeding. Complete each mowing cycle within (**to be determined by the engineer**) calendar days of beginning the cycle. The approximate number of cycles for each type of mowing will be as follows:

Large Machine Mowing	<u>N/A</u> cycles ( <u>N/A</u> minimum cycles)
Slope Mowing	<u>N/A</u> cycles ( <u>N/A</u> minimum cycles)
Intermediate Machine Mowing	<b>11</b> cycles ( <u>N/A</u> minimum cycles)
Small Machine Mowing	<u>N/A</u> cycles ( <u>N/A</u> minimum cycles)
Mow Wildflower plots approximately	<u>N/A</u> times per year
Manual Weed Control	<u>N/A</u> cycles ( <u>N/A</u> minimum cycles)

Notify the Engineer prior to beginning work in areas with questionable mowing capabilities. Adjustments to quantities will not be made once work begins.

## **107-3 Equipment.**

**107-3.1 Litter Removal:** Transport litter using equipment capable of preventing further distribution or loss of litter along the roadway. Cover and secure all open top carriers with tarpaulins.

Specialized mechanical equipment capable of successfully removing litter and debris may be used upon written approval by the Engineer. Additional safety devices or precautions may be required when using unique equipment.

Provide equipment that does not damage curbs, pavement, or turf.

**107-3.2 Mowing:** Provide mowing equipment with a slow-moving vehicle sign located on the rear of the tractor, amber flashing light or white strobe light mounted on the tractor, 18-inch X 18-inch fluorescent orange warning flags mounted on each side of the rear of the mower, protective devices on the mower to prevent objects from being thrown into traffic, and safety devices installed by the manufacturer. Properly install and maintain safety devices at all times when the equipment is in use.

Maintain mowing equipment to produce a clean, sharp cut and uniform distribution of the cuttings at all times. Provide mowing equipment with the capability of cutting a height from 4 inches to 12 inches.

Provide equipment of a type and quantity to perform the work satisfactorily within the specified time periods.

Immediately remove equipment deficient in safety devices and keep the equipment out of service until the deficiency is corrected.

The Engineer's inspection of equipment will not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment, nor will it relieve the Contractor of the responsibility to meet the established time for the completion of the mowing cycle.

#### **107-4 Method of Operation.**

**107-4.1 Litter Removal:** Store equipment to remain on the project right of way while not in use outside the clear zone. Do not park or store equipment or supply vehicles in median areas. Conduct all service and supply operations between the travel-way and the right-of-way line and outside of the clear zone. Do not allow supply vehicles to enter the median. Do not allow service vehicles to enter the median except when necessary to repair or remove inoperable equipment.

Perform all litter removal during daylight hours.

Worksite personnel must wear high visibility apparel that meets the standards for High-Visibility Safety Apparel as established by The American National Standards Institute (ANSI) when performing litter removal activities.

**107-4.2 Mowing:** Perform all work operations in accordance with the appropriate temporary traffic control and lane closure requirements. Furnish, place, and maintain all traffic control devices throughout the duration of the work within the maintenance limits for the protection of the public and employees.

Operate the equipment in the same direction of the traffic unless the adjacent lane is closed to traffic when mowing within four feet of the travel-way (travel lane).

Perform all work during daylight hours.

Begin mowing cycles as directed by the Engineer in the Work Document.

Notify the Engineer when a cycle is started and when work is interrupted for any reason.

Prior to beginning work on the first cycle, provide a pattern or plan for mowing to the Engineer for approval. Follow the pattern adopted for the first cycle with subsequent mowing cycles.

Mow shoulders and medians concurrently within the limits of the area mowed so that not more than one mile will be left partially mowed at the conclusion of the working day. Mow grass and vegetation on slopes or around appurtenances concurrent with the mowing operation.

Complete each mowing cycle in its entirety prior to beginning another cycle. A complete cycle includes all manual labor around appurtenances.

If weather conditions or other situations of a temporary nature prevent the mowing of any areas, and such conditions are eliminated during the period designated for that mowing cycle, the adopted pattern for mowing may be altered to complete mowing of these areas during the mowing cycle.

Notify the Engineer of areas saturated with standing water to the point that standard mowing equipment would cause excessive damage to the turf. Mow the saturated areas during a subsequent cycle or cut to the surface of the water using hand labor or other specialized equipment as directed by the Engineer. Consult with the Engineer prior to beginning work in any questionable area.

Notify the Engineer when mowing areas or cycles have been completed. If any area does not meet the specified requirements, re-mow the areas at no additional cost to the Department.

### **107-5 Disposal.**

**107-5.1 Litter Removal:** During each litter removal cycle, bag and remove all litter or piles at the end of each working day. Dispose of litter as necessary in accordance with applicable Federal, State, and Local Rules and Regulations. Do not store or stockpile litter within the project limits.

**107.5.2 Mowing:** In some areas it may be necessary to collect and remove grass clippings from the mowing operation. Dispose of vegetation cuttings in accordance with applicable Federal, State, and Local Rules and Regulations.

### **107-6 Requirements.**

**107-6.1 Litter Removal:** Perform litter removal in a manner that results in areas being free of litter and debris.

**107-6.2 Mowing:** Mow all grass and vegetation to a height of 6 inches plus or minus 1/2 inch. Mow grass and vegetation to a height of 4 inches plus or minus 1/2 inch in specified areas as directed by the Engineer.

Perform mowing in a manner that will not result in streaking or scalping. Mow areas of different widths in a manner that will result in smooth flowing transitions. Do not allow accumulation or piling of cuttings as a result of cleaning the mowing equipment.

Mow all grass and vegetation on slopes or around appurtenances to the same height and quality as the surrounding mowed area when using hand tools.

Negligence that results in damage to turf, curbs, sidewalks, pavement, signs, or structures, mailboxes, appurtenances, etc. will be repaired or replaced at no additional cost to the Department. Complete repairs prior to submission of the invoice for work accomplished during the cycle.

Do not leave an accumulation of clippings in curb and gutters or on sidewalks. The use of blowers (away from traffic) to remove cuttings may be allowed unless prohibited by Federal, State, and Local Rules and Regulations.

### **107-7 Method of Measurement.**

**107.7.1 Litter Removal:** The quantities to be paid for litter removal will be the number of acres of litter removal completed and accepted.

**107-7.2 Mowing:** Use of specialized equipment will be of no additional cost to the Department.

The quantities to be paid for mowing will be the area, in acres, of mowing completed and accepted.

The number of acres scheduled to be mowed per cycle will not be reduced for wildflower areas not mowed if the area is less than one acre.

The number of acres scheduled to be mowed per cycle will not be reduced for saturated areas that cannot be mowed when the area is less than one acre.

When alternate methods to mow saturated areas are required by the Engineer, payment will be based on the actual work performed.

#### **107-8 Basis of Payment.**

**107-8.1 Litter Removal:** Payment will be full compensation for furnishing all equipment, materials, labor, disposal, and incidentals necessary to complete litter and debris removal. Landfill receipts may be required with invoice submittals.

**107-8.2 Mowing:** Payment will be full compensation for furnishing all equipment, materials, labor, and incidentals necessary to complete all mowing operations specified. Compensation will be the unit price per acre for mowing for the number of acres completed and accepted.

Payment will be made under:

- Item No. E107 - 1-1 Litter Removal - per acre.
- Item No. E107 - 2-1 Large Machine Mowing - per acre
- Item No. E107 - 2-2 Slope Machine Mowing - per acre
- Item No. E107 - 2-3 Intermediate Machine Mowing - per acre
- Item No. E107 - 2-4 Small Machine Mowing - per acre
- Item No. E107 - 2-5 Manual Weed Control

#### **110-31 ROAD AND BRIDGE SWEEPING.**

**(REV 8-1-13) (FY 2023-24)**

The following new Section is added at the end of Section 110:

#### **SECTION 110-31 ROAD AND BRIDGE SWEEPING**

##### **110-31.1 Description.**

Provide routine mechanized road and/or bridge sweeping to clean and remove sand, soil, paper, glass, cans, grass clippings, and other debris. Areas to be swept include but are not limited to; curb and gutters, valley gutters, bridge decks and curbs, inside and outside highway interchange ramps (with paved shoulders greater than 12 inches), outside and median paved shoulders, gore areas, toll plazas (when applicable), bi-directional lanes, areas adjacent to barrier walls, areas adjacent to median-noses and splitter islands, areas on top of inlet grates and other designated sites as determined by the Engineer.

**110-31.2 Frequency of Sweeping.**

Mechanically sweep specified areas approximately 12 times. The total number of sweeping cycles within the contract period may be increased or decreased as determined by the Engineer to meet field conditions.

Complete each sweeping cycle within (to be determined by the engineer) calendar days after issuance of the work document. Complete each sweeping cycle in its entirety prior to the beginning of another cycle. In assessing liquidated damages, the calendar days established in this Section will be used for determining delinquency of progress for each sweeping cycle.

No sweeping operations will be performed between the hours of (to be determined by the engineer) and (to be determined by the engineer).

Submit sweeping schedules to the Engineer for approval.

**110-31.3 Safety.**

Provide Maintenance of traffic in accordance with Section 102. The work vehicle (sweeping machine) will have an operating flashing beacon and the shadow vehicles will be equipped with an approved advance warning arrow panel, warning sign, and truck mounted attenuator (crash cushion system).

All sweeping will be accomplished with or in the same direction as the traffic, sweeping opposing the traffic will not be permitted.

The foregoing requirements are to be considered as minimum and the compliance will in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and employees throughout the work areas.

**110-31.4 Equipment.**

Furnish equipment of a type and quantity to perform the work satisfactorily within the time specified. The sweeping equipment will be capable of meeting the quality requirements of 110-31.8 in one pass and a maximum of two passes for areas determined unsatisfactory by the Engineer.

The mechanized road sweeper(s) will have a minimum capacity of four cubic yards.

The Engineer or his representative prior to being placed into service will inspect all safety devices on the sweeping operation equipment. Any deficient safety devices will be corrected or replaced immediately and service will not begin until the deficiency is corrected.

Inspection and approval of the equipment by the Engineer will not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the Contractor's operations.

Equipment that damages pavement, curbs, or turf will not be allowed. Damages as a result of the operations will be repaired at no cost to the Department.

**110-31.5 Dust Control Equipment.**

The sweeping operation will not create excessive airborne dust or other particles, as determined by the Engineer. Equipment supplied with a functioning water spray system normal to the industry for dust control will satisfy this requirement.

**110-31.6 Parked Vehicles.**

Vehicles that are parked in the sweeping area are to be swept around. The area occupied by a parked vehicle will be considered as work accomplished.



**110-31.7 Removal and Disposal of Debris.**

Debris may be encountered that is larger than the mechanized sweeper can remove such as; tires, tire parts, hub caps, large stones, boxes, tree limbs, wood, cable, and other such materials. Remove all debris encountered using other means (hand or mechanized), regardless of the size.

Piles of soil may be encountered and vegetation that may require special removal methods during the sweeping operations. Furnish all labor, materials, and equipment required to accomplish removal of these built-up areas.

Stockpiling or disposal of debris on the Department's right-of-way shall not be permitted.

Provide areas for disposing of debris in accordance with all Federal, State, and Local Rules and Regulations in effect at the time of the disposal. Cost involved with the disposal of debris will be included in the contract unit price per mile of mechanized (mechanical) sweeping.

**110-31.8 Quality.**

Pick up and remove from the areas to be swept, any obstacle such as wood, tires, cans, etc. that can not be picked-up by the sweeper to include areas under guardrail on paved shoulders. Remove all items such as newspapers, magazines, large boxes, etc. that would be torn, ripped, or scattered by the sweeper and result in an objectionable appearance.

Completed work will be clean and free of all accumulated debris immediately after sweeping, as determined by the Engineer.

Areas determined unsatisfactory by the Engineer will be re-swept to the satisfaction of the Engineer within the time specified, at no additional cost to the Department.

**110-31.9 Method of Measurement.**

The quantities to be paid for under this Section will be the number of miles completed and accepted measured longitudinally to the travel lane to the nearest one hundredth of a mile. A second unit of measurement will be required from the Contractor. The cubic yards of material picked up, will be reported to the inspector for each sweeping cycle completed. If the contract is for more than one county, the number of cubic yards picked up will be prorated by county based on the number of miles swept in each county.

The width will be sufficient to cover the entire width of curb and gutters, valley gutters, bridge decks and curbs, inside and outside highway interchange ramps (with paved shoulders greater than 12 inches in width, outside and median paved shoulders, concrete barriers, gore areas, toll plazas (when applicable), and other designated sites. Areas requiring more than one sweeping pass to sufficiently remove the debris will not be compensated twice.

**110-31.10 Basis of Payment.**

Payment will be full compensation for furnishing all equipment, materials, labor, and incidentals necessary to complete all sweeping operations, including hand work, as specified. Compensation will be at the unit price per mile times the actual miles completed and accepted.

Payment will be made under the items specified in the Bid Price Proposal.

**110-32 EDGING****(REV 7-12-19) (FY 2023-24)**

The following new Section is added at the end of Section 110:

**SECTION 110-32  
EDGING****110-32.1 Description.**

Edge, sweep, remove and dispose of vegetation and debris from curb and gutter and sidewalk areas including, but not limited to, median island curbs, roadside curbs, gutters, the front and backside and joint areas of sidewalks, bike paths, curb inlets throats and other areas as designated by the Engineer.

**110-32.2 Frequency**

The Engineer will determine the total number of edging cycles and when to begin each cycle. All areas designated are to be edged approximately 6 times per year. Complete each cycle within **(to be determined by the engineer)** calendar days from the beginning of the cycle, weather permitting, as determined by the Engineer.

Quantities will be agreed upon prior to beginning work in any area in question.

**110-32.3 Equipment.**

Provide effective means to control dust from all edging operations, including removal and disposal of debris.

Use equipment for removal or transportation of debris or litter that prevents distribution or loss of debris or litter along the roadway.

Operate moving equipment in the same direction as the flow of traffic.

**110-32.4 Method of Operation.**

Do not begin work until authorized, in writing, by the Engineer. Develop a work pattern from the locations listed in the work document, unless the Engineer designates the priority of the work.

The blade of the edger must produce a clear sharp cut. The trench resulting from the actions of the cutting blade must not exceed one inch in width from the edge of the surface being edged. Do not allow grass or weeds into the trench.

Sweep all debris (grass, weeds, soil, litter, etc.) from the curb and gutters, inlet throats and grates, sidewalk and sidewalk joints, and bike paths to produce a clean appearance. The use of blowers (away from traffic) **(to be determined by the engineer)** be allowed to remove the cuttings.

Uniformly cut and remove all vegetation extending over the curb, sidewalk, bike paths, or other designated area to the back edge of the curb, sidewalk, bike path, or other designated area, including sidewalk joints. Removal of vegetation includes grass, weeds, or bushes up to one inch in diameter that extend beyond the normal grassed areas onto the curb, sidewalk, bike paths, or other designated areas.

Remove and properly dispose of all debris produced by the edging, vegetation removal and sweeping operations from the job site daily. Do not stockpile or store debris on the right-of-way overnight. Dispose of all debris in accordance with Federal, State, and Local Rules and

Regulations. Include the cost of vegetation removal, sweeping, and disposal of the debris, litter, soil and vegetation trimmings in the contract unit price for edging. Remove any debris that falls into any part of the storm water system at no additional compensation.

Conduct all edging activities during daylight hours only, unless otherwise specified in the contract documents or approved by the Engineer. The Engineer may approve nighttime operations upon request, at no additional compensation for nighttime traffic control. The Engineer may restrict the hours of operations based on peak traffic hours, local conditions, or special events. Complete all required edging operations within the limits worked by the conclusion of each workday. In areas where access is blocked by parked vehicles or other obstructions, return to the area(s) to complete the edging as necessary at no additional expense to the Department.

The quality and acceptance of work will be determined by the Engineer. Re-edge, including vegetation removal and sweeping, areas that are determined to be unacceptable at no additional cost to the Department.

Repair or replace damage to curbs, sidewalks, pavement, or turf due to negligence to the satisfaction of the Engineer at no additional compensation.

#### **110-32.5 Method of Measurement.**

Quantities to be paid will be the total number of miles of edging operations completed and accepted, including each pass for roadside, median island, inlet throats, curbs and gutters, bike paths and sidewalks. Areas that are maintained by others, or areas where the grass and/or weeds fail to grow sufficiently to justify performing this work may be omitted as determined by the Engineer.

#### **110-32.6 Basis of Payment.**

Price and payment will be full compensation for all the work specified in this Section and will include all equipment, labor, materials, and incidentals necessary to complete the work.

Payment will be made under:

E110- 32- 2- Edging - mile.

**AGREEMENT BETWEEN  
THE OKEECHOBEE COUNTY SCHOOL BOARD, OKEECHOBEE FLORIDA  
AND  
THE CITY OF OKEECHOBEE, FLORIDA  
FOR THE 2023-2024 SCHOOL RESOURCE OFFICER PROGRAM (SRO)**

**THIS REVISED AGREEMENT**, made and entered into this October 10, 2023, by and between **THE OKEECHOBEE COUNTY SCHOOL BOARD, OKEECHOBEE, FLORIDA**, (hereinafter referred to as the "SCHOOL BOARD"), and **THE CITY OF OKEECHOBEE, FLORIDA**, (hereinafter referred to as the "CITY");

**WITNESSETH:**

**WHEREAS**, the SCHOOL BOARD and the CITY desire to provide Law enforcement, counseling, and law-related educational service programs to the schools of Okeechobee County as defined in Florida Statutes (F.S.) 1006.12; and

**WHEREAS**, an SRO Program has been proposed for the school system of Okeechobee, Florida as hereinafter described; and

**WHEREAS**, the SCHOOL BOARD and the CITY recognize the potential outstanding benefits of the SRO Program to the citizens of Okeechobee County, Florida, and particularly to the students of the school system of Okeechobee County, Florida; and

**WHEREAS**, it is in the best interest of the SCHOOL BOARD, the CITY, and the citizens of Okeechobee County to establish this program.

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained, the SCHOOL BOARD and the CITY hereby agree as follows:

**ARTICLE I: SCOPE OF SERVICES**

An SRO Program is hereby established in the school system of Okeechobee County, Florida for ten (10) months as follows:

- A. Elementary School Staffing - One Officer per school (1)
- B. Freshman Campus- One Officer (1)

**ARTICLE II: RIGHTS AND DUTIES OF THE CITY**

The CITY shall provide SROs as follows:

- A. Number of SROs:
  - 1. The CITY shall assign two (2) regularly employed SROs to the SCHOOL BOARD of Okeechobee County, Florida, to work designated schools as agreed upon between both parties.
- B. Regular Duty Hours of SROs
  - 1. Each SRO shall be assigned to a school on a full-time basis of eight (8) hours on those days that the school is in session. The work hours shall be determined by the school principal and CITY's Office supervisor. The SRO may be temporarily reassigned by the CITY or his/her designee during school holidays, vacations or during a period of any police emergency.
- C. Duties of School Resource Officers as defined in F.S. 1006.12:
  - 1. SRO shall abide by SCHOOL BOARD policies and school rules and shall consult with and coordinate activities through the school principal. The SRO shall be responsible to the Law enforcement agency in all matters relating to employment.

Activities conducted by the School Resource Officer, which are part of the regular instructional program of the school, shall be under the direction of the principal. This relationship will not be delegated.

2. The SRO will comply with all applicable Federal and State Civil Rights, Anti-Discrimination and Anti-Bullying laws and regulations including but not limited to Title VI and VII, Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 as amended (Non-Discrimination against the Handicapped), and Americans with Disabilities Act. In addition, the SRO will comply with the requirements of Florida Statute 1012.465 (the Jessica Lunsford Act). It is expressly understood that upon receipt of competent and persuasive evidence of such discrimination/bullying, the SCHOOL BOARD shall have the right to terminate this Agreement for breach. (Board Policies 3.33, 5.321, and 6.43)
3. Perform law enforcement functions within the school setting.
4. Identify and prevent, through counseling and referral, delinquent behavior, including substance abuse.
5. Foster a better understanding of the law enforcement function.
6. Develop positive concepts of law enforcement.
7. Develop a better appreciation of citizen rights, obligations, and responsibilities.
8. Provide information about crime prevention.
9. Provide assistance and support for crime victims identified within the school setting, including abused children.
10. Promote positive relations between students and law enforcement officers.
11. Enhance knowledge of the fundamental concepts and structure of law.
12. The SRO shall make himself/herself available for conferences with students, parents, and faculty members in order to assist them with problems. When in a counseling capacity, the SRO will be subject to all confidentiality issues pursuant to Chapter 39, F.S. and confidentiality rules and ethics as accepted and defined in state laws and professional standards. The duty must be approved by the unit supervisor.
13. The SRO shall become familiar with all community agencies which offer assistance to youths and their families, such as, mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies, when necessary, thereby acting as a resource person to the students, faculty, and staff of the school.
14. The SRO shall develop expertise in presenting various subjects to the students.
15. The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations which may result from student unrest and emergency situations.
16. Should it become necessary to conduct formal police interviews with the students, the SRO shall adhere to rules and guidelines set forth in the Florida State Statutes.
17. The SRO shall take law enforcement action as required. As soon as practicable, the SRO shall make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests or individuals who have committed a crime or delinquent act that poses a threat to school safety who may appear at the school or related school functions.
18. The primary function of the SRO is a campus Law Enforcement Officer and includes enforcement of items listed in this document pursuant to F.S. 1006.12. The SRO shall give assistance to other police and deputies in matters regarding his/her school assignment, whenever necessary. The SRO will also act, when necessary, as a liaison between his/her school and other government agencies (i.e., law enforcement, DCF, State Attorney, etc.).
19. The SRO will submit reports and statistical data, as necessary.
20. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. SRO are not to be used for regularly assigned lunchroom duties, security posts, hall monitors, truancy, or other

monitoring duties. If there is a problem area, the SRO may assist the school until the problem is solved.

21. When an SRO is required to perform duties outside the school, (i.e., court, training, depositions, vacation. Etc.), coverage will be provided.
22. The SRO, or other assigned law enforcement personnel, may provide security at SCHOOL BOARD meetings and campus functions beyond the school day when students, parents and the public are present.
23. The SRO will participate in Active Assailant/Emergency Drills.
24. The SRO will, along with a SCHOOL BOARD employee, participate in the Crime Watch Programs.
25. The SRO will participate in school-based threat management teams.
26. The SRO will perform his/her duties in CITY's Office duty uniform. Civilian clothes may be worn with the approval of the unit supervisor.
27. All violations of the law will be reported to the school's resource officer by all school personnel.
28. All SROs and the Law Enforcement Supervisor will meet with their assigned principal and together they will develop an operational plan to work in harmony with guidelines set forth within this document which will determine the focus of the SRO Program at their respective school.

### **ARTICLE III: RIGHTS AND DUTIES OF THE SCHOOL BOARD**

The SCHOOL BOARD shall provide to the full-time SRO the following materials and facilities which are deemed necessary for the performance of their duties.

- A. A secure and private office located as close to the principal's office as possible. The SRO will be the only one assigned to the office due to the sensitive and confidential information maintained within. The office will be voice secure for purposes of interviews and counseling. The office will contain the following materials and equipment.
  1. Desk and chair
  2. 4-drawer legal locking file cabinet
  3. 2 visitor chairs for counseling and interviews
  4. Office supplies as requested
  5. A computer, Internet access, email, and secretarial assistance
  6. A safe
  7. It is imperative that SRO's be able to communicate with school personnel on their radio frequencies. If the SRO's primary school is utilizing a frequency band not compatible with the SRO's issued radio, the school will provide the SRO with a radio.
- B. All school personnel shall report to the SRO any acts that pose a threat to school safety, whether committed by a student or adult. The disposition of each reported incident shall be properly documented.

### **ARTICLE IV: FINANCING OF THE SCHOOL RESOURCE OFFICER PROGRAM**

- A. The SCHOOL BOARD and the CITY agree to share in the overall costs associated with the School Resource Officer Program.. It is agreed that the Okeechobee County SCHOOL BOARD will pay the CITY \$122,218.00 for the budget year 2023-2024. Payment shall be made in quarterly installments pursuant to billing submitted to the SCHOOL BOARD by the CITY. The amount funded will be negotiated each year prior to July 1<sup>st</sup>. This payment will cover the two (2) SROs provided by the CITY.
- B. Any vehicle or equipment purchased, leased, rented, or donated to the CITY for use in the SRO Program shall become an asset of the CITY and; therefore, will be subject to CITY's regulations, and policy governing use.
- C. Once the vehicle or equipment has been designated for use by the SRO, it will be used expressly by the designated SRO or the SRO unit.

### **ARTICLE V: EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER**

SRO shall remain employees of the CITY and shall not be employees of the SCHOOL BOARD. The SCHOOL BOARD and the CITY acknowledge that the SRO shall remain responsive to the chain of command of the CITY OF OKEECHOBEE FLORIDA.

#### **ARTICLE VI: APPOINTMENT AND TRAINING OF SRO**

- A. Appointment of SRO will be made solely by the CITY in accordance with CITY's Office policy with input from the school principal.
- B. All SROs will receive a minimum of 40 hours of training as determined by the SRO supervisor and school personnel.
- C. The SCHOOL BOARD of Okeechobee recognizes that within the total payment amount, a sum of \$600.00 per SRO is earmarked for annual School Resource Officer training.

#### **ARTICLE VII: DISMISSAL OF SCHOOL RESOURCE OFFICER: REPLACEMENT**

- A. In the event the principal of the school to which the SRO is assigned feels that the particular SRO is not effectively performing his/her duties and responsibilities, as outlined in F.S. 1006.12, the principal shall recommend to the CITY, or designee, that the SRO be removed and shall state the reasons in writing.
  - 1. If the CITY so desires, the principal shall meet with the SRO and his/her immediate supervisors to mediate or resolve any problems which may exist. At such meeting, specified members of the staff of the school, to which SRO is assigned, may be required to be present. The CITY or supervisor may call for mediation to resolve any disputes.
  - 2. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, then the SRO may be removed from the program at the school and replaced with another qualified SRO in accordance with Article VI.
- B. The CITY may dismiss or reassign an SRO based upon agency rules and regulations.
- C. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the CITY will provide a temporary or permanent relief, as soon as possible.

#### **ARTICLE VIII: SRO SCHEDULE**

- A. An SRO will be assigned to each school designated in Article I from the beginning of the school year to the end of the school year.
- B. An SRO may be assigned to the summer school session from the beginning to the end of the session.
- C. The SRO will perform his/her duties at his/her assigned campus under normal conditions. The SRO may flex his/her time to compensate for hours worked, if approved by the unit supervisor.

#### **ARTICLE IX: HOLD HARMLESS AGREEMENT**

The CITY agrees to defend, indemnify, and hold the SCHOOL BOARD, its employees, and agents harmless from any claim, demand, suit, loss, cost, expense, or damage which may be asserted, claimed, or recovered against or from the SCHOOL BOARD, its agents or employees by reason of any damage to property or personal injury including death sustained by any persons whomsoever, and which damage, injury, or death arises out of, or is incident to, or in any way connected with, the performance of this agreement and the performance by SRO's in their law enforcement duties.

#### **ARTICLE X: TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party upon a sixty (60) day written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may be terminated without cause by either party upon a ninety (90) day written notice. Termination of the Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, compensation will be made to the CITY for all services performed to the date of termination. The SCHOOL BOARD shall be entitled to prorated refund for that period of time when SRO services are not provided because of termination of this Agreement.

## **ARTICLE XI: GOOD FAITH**

The SCHOOL BOARD, the CITY, their agents, and their employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent's Office and the CITY.

## **ARTICLE XII: MODIFICATION**

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.

## **ARTICLE XIII: NON ASSIGNMENT**

This Agreement, and each and every covenant herein, shall not be capable of assignment unless the express written consent of the SCHOOL BOARD and the CITY is obtained.

## **ARTICLE XIV: MERGER**

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

## **CONTRACTOR'S DUTIES REGARDING PUBLIC RECORDS**

### **(A) Compliance with Florida Laws**

Contractor must provide public access to all records concerning this Contract according to applicable Florida laws including Chapter 119, F.S. If Contractor asserts any exemptions to Florida's public records laws, Contractor has the burden of establishing and defending the exemption.

### **(B) Recordkeeping and Public Access**

Under F.S. 119.0701(3)(a), a request to inspect or copy public records relating to a School District contract for services must be made directly to the School District. In addition, Contractor must: (1) keep and maintain public records required by the School District in order to perform the service; (2) upon request from the School District's custodian of public records, provide the School District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the School District; and (4) transfer, at no cost, to the School District, all public records in possession of the Contractor or keep and maintain public records required by the School district to perform the service. If the Contractor transfers all public records to the School District upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements of retaining the public records. All records stored electronically must be provided to the School District upon request from the School District's custodian of public records, in a format that is compatible with the information technology systems of the School District. At the conclusion of the Contract' with the School District, Contractor shall provide to the School District all electronic records associated with this Contract on electronic media (CD-ROM or USB flash drive).

**(C) IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER 863-462-5000x1026, EMAIL ADDRESS [kenworthyk@okee.k12.fl.us](mailto:kenworthyk@okee.k12.fl.us) AND MAILING ADDRESS: 700 S.W. Second Avenue, Okeechobee, Florida 34974.**

Contractor affirmatively states that it is registered with and uses the E-Verify system, as defined in F.S. 448.095, to verify the work authorization status of all newly hired employees.



**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their duly authorized officers.

**AS TO THE CITY:**

**ATTEST:**

\_\_\_\_\_  
Dowling R. Watford, Jr., Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Lane Gamiotea, CMC, City Clerk

**REVIEWED FOR LEGAL SUFFICIENCY:**

\_\_\_\_\_  
John J. Fumero, City Attorney

**AS TO THE SCHOOL BOARD:**

\_\_\_\_\_  
Ken Kenworthy, Superintendent

Date: \_\_\_\_\_



## Memo

To: Gary Ritter, City Administrator  
From: David Allen, Public Works Director  
Date: 9/15/2023  
Re: Street Sweeping Services Purchase Order

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The Public Works Department is requesting a Purchase Order in the amount of \$15,862.00 to USA Services for street sweeping services. The Purchase Order will cover sweeping services for the months of March through September 2023.

USA Services has provided street sweeping services to the City for the last several years. The initial agreement with USA Services was based on a piggyback agreement based on a contract between USA Services and the City of Cape Coral. The Cape Coral contract is no longer in force; however, USA Services has continued to perform the sweeping for the City based on the Cape Corral contract price. Given the limited availability of street sweeping services, in Okeechobee, Public Works has continued to use USA Services as to perform sweeping for the City.

The Public Works is in the process of issuing a new bid for sweeping serv ices for the City.



# City of Okeechobee

## Checklist for Purchase Requisitions/Purchase Orders

Today's Date:

Sept 11, 2023

Vendor

USA Services of Florida

PO Box 74042

Cleveland, OH 44194-0124

Originating Department

<input type="checkbox"/>	Administration
<input type="checkbox"/>	Finance
<input type="checkbox"/>	Clerk
<input type="checkbox"/>	General Services
<input type="checkbox"/>	Police
<input type="checkbox"/>	Fire
<input checked="" type="checkbox"/>	Public Works

### Section I.

Please mark each item YES or NO to determine if the checklist of minimum requirements for an item and/or service is needed for your department prior to ordering/purchasing the item/service. If the answer is YES to any of the below, please include the items listed in Section II.

YES	NO	
<input type="checkbox"/>	<input checked="" type="radio"/>	A. Is it a professional service?
<input type="checkbox"/>	<input checked="" type="radio"/>	B. Is the vendor coming on city property other than delivering an item(s)?
<input type="checkbox"/>	<input checked="" type="radio"/>	C. Is it a contract for services?
<input type="checkbox"/>	<input checked="" type="radio"/>	D. Is the product or service more than City Administrator's approval limits (\$14,999)?

### Section II.

Please mark all items included:

YES	NO											
	<input checked="" type="radio"/>	A. Approved signed contract by all parties										
	<input checked="" type="radio"/>	B. Provide all quotes for item/service										
<input checked="" type="radio"/>		C. Current BTR with the City of Okeechobee if for services										
<input checked="" type="radio"/>		D. Certificate of Insurance with requirements as previously indicated in the contract for services										
	<input checked="" type="radio"/>	E. W-9 if new Vendor										
		F. Provide Bond if required										
		G. If Council approval is required, minutes must be provided. If minutes are not available at time of submittal, the Department Head and City Administrator will certify Council approval and the agenda and item must be attached. (Minutes need to be provided when available)										
	<input checked="" type="radio"/>	Minutes provided										
	<input checked="" type="radio"/>	Required Certification										
		<table><tr><td>Council Approval Date</td><td>Department Signature</td><td rowspan="3"></td><td>City Administrator Signature</td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td>Date signed</td><td>Date signed</td></tr></table>	Council Approval Date	Department Signature		City Administrator Signature					Date signed	Date signed
Council Approval Date	Department Signature		City Administrator Signature									
	Date signed		Date signed									



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2023

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

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

<b>PRODUCER</b> HUB International Midwest Limited 1411 Opus Place, Suite 450 Downers Grove IL 60515		<b>CONTACT</b> NAME: CSU Construction PHONE (A/C, No, Ext): 630-468-5600 FAX (A/C, No): E-MAIL ADDRESS: CSUConstruction@hubinternational.com		
<b>INSURED</b> USA Services of Florida, LLC 4141 Rockside Road, Suite 100 Seven Hills OH 44131 SWEECOR-01		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : Hartford Fire Insurance Company		19682
		INSURER B : Navigators Specialty Insurance Company		36056
		INSURER C : Axis Surplus Insurance Company		26620
		INSURER D : Safety National Casualty Corporation		15105
		INSURER E :		
INSURER F :				

**COVERAGES**

CERTIFICATE NUMBER: 1785138332

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Cov Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GL6676535	6/1/2023	6/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
D	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA6676536	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			P-001-000882635	6/1/2023	6/1/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	LDS4068227	6/1/2023	6/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A B D	Leased & Rented Equipment Pollution Liability Stop Gap Liability - OH			83MS AG3307 CH23ECPZ01ECGIC GL6676535	6/1/2023 6/1/2023	6/1/2024 6/1/2024	Limit: \$100,000 Each Incident/Ded: \$1,000,000/\$10,000 Limit: \$1,000,000

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

Job: Tampa office Sweeping the City of Okeechobee, FL. City of Okeechobee is included as an Additional Insured on General Liability, when required in a written contract or agreement with the Insured. Should a policy be cancelled before the expiration date, a 30 days notice is to be provided by the Insurer to the Certificate Holder.

**CERTIFICATE HOLDER****CANCELLATION**

City of Okeechobee  
55 Southeast 3rd Avenue  
Okeechobee FL 34974

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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USA SERVICES OF FL, LLC  
(407)339-1800

CITY OF OKEECHOBEE  
**BUSINESS TAX RECEIPT**

55 SE 3rd Avenue, Okeechobee, FL 34974  
October 1, 2022 - September 30, 2023

No: 2507

Date: 8/29/22

Address: 448 SPRING HAMMOCK CT  
LONGWOOD, FL 32750  
Activity: 407 UTILITIES: STREET SWEEPING



RECEIPT	105.00
PENALTY	
APP/TRANS	
BLDG INSP	
FIRE INSP	
<b>Total Paid</b>	<b>105.00</b>

Issued to: USA SERVICES OF FL, LLC  
USA SERVICES OF FL, LLC  
448 SPRING HAMMOCK CT  
LONGWOOD, FL 32750

Finance Director

A



# PURCHASE ORDER

CITY OF OKEECHOBEE  
55 S.E. THIRD AVENUE  
OKEECHOBEE, FLORIDA 34974-2903  
Tel: 863/763-3372 Fax: 863/763-1686

4349

IMPORTANT: THIS NUMBER MUST BE SHOWN ON  
ALL INVOICES, PACKAGES, CASES,  
TICKETS AND CORRESPONDENCE.

To: USA Services of Florida, Inc.  
448 Spring Hammock Ct.  
Longwood, FL 32752

SHIP TO:

City of Okeechobee  
55 SE 3rd Avenue  
Okeechobee, Fl. 34974

INVOICE IN DUPLICATE:

City of Okeechobee  
55 SE 3rd Avenue  
Okeechobee, Fl. 34974

THIS ORDER SUBJECT TO CONDITIONS ON FACE. NO  
CHANGES MAY BE MADE WITHOUT WRITTEN PERMISSION  
OF PROCUREMENT MANAGEMENT.

DATE	VENDOR NO.	DELIVERY DATE	SHIP VIA BEST WAY	F.O.B. DESTINATION	TERMS	
9/5/2017						
ITEM NO.	ACCT. NUMBER	QUANTITY	UNIT	DESCRIPTION	UNIT	AMOUNT
1	301-549-3400			Street Sweeping Contract Agreement to piggyback a contract for services for Cape Coral 5yr contract 9/1/17-8/31/22 first yr of 5. 2226.00 per month		\$26,712.00
				TOTAL		\$26,712.00

CITY OF OKEECHOBEE IS EXEMPT FROM FEDERAL EXCISE AND TRANSPORTATION  
TAXES AND STATE SALES TAX. DO NOT INCLUDE THESE TAXES IN YOUR INVOICE.  
EXEMPTION CERTIFICATE WILL BE SIGNED UPON REQUEST  
STATE SALES TAX EXEMPTION 85-8012621656C-6  
FEDERAL I.D. 59-6000-393

AUTHORIZED SIGNATURE

RECEIVING RECORD

PARTIAL ☐

FINAL ☐



## Memo

To: Gary Ritter, City Administrator  
From: David Allen, Public Works Director  
Date: 9/15/2023  
Re: Craig A Smith SW 5<sup>th</sup> Avenue SCOP project CEI Services Purchase Order

---

The Public Works Department is requesting a Purchase Order in the amount of \$17,767.00 To Crag A. Smith and Associates for Construction Engineering Inspection (CEI) services for the SW 5<sup>th</sup> Avenue Pavement Improvements project. This project is funded by a FDOT SCOP grant. The engineering design for the project was performed by Culpepper and Terpening. FDOT requires that a different engineer performs the CEI services for a project than the design engineer.

The SW 5<sup>th</sup> Avenue project is currently in the bid stage and the City will be bringing the construction contract to the City Council as soon as the bids are received and a notice of award is approved by FDOT.



# City of Okeechobee

## Checklist for Purchase Requisitions/Purchase Orders

Today's Date:

15-Sep-23

**Vendor**

Craig A Smith & Associates

4152 Wes Blue Haron Blvd, Suite 116

Riviera Beach, FL 33404

**Originating Department**

	Administration
	Finance
	Clerk
	General Services
	Police
X	Public Works

**Section I.**

Please mark each item YES or NO to determine if the checklist of minimum requirements for an item and/or service is needed for your department prior to ordering/purchasing the item/service. If the answer is **YES** to any of the below, please include the items listed in **Section II**.

YES	NO	
X		A. Is it a professional service?
X		B. Is the vendor coming on city property other than delivering an item(s)?
X		C. Is it a contract for services?
X		D. Is the product or service more than City Administrator's approval limits (\$14,999)?

**Section II.**

Please mark all items included:

YES	NO			
	X	A. Approved signed contract by all parties		
X		B. Provide all quotes for item/service		
		C. Current BTR with the City of Okeechobee if for services <b>Professional Service</b>		
X		D. Certificate of Insurance with requirements as previously indicated in the contract for services		
	X	E. W-9 if new Vendor		
		F. Provide Bond if required		
		G. If Council approval is required, minutes must be provided. If minutes are not available at time of submittal, the Department Head and City Administrator will certify Council approval. (Minutes to be provided when available)		
		Minutes provided		
		Required Certification		
		Council Approval Date	Department Signature	City Administrator Signature
			Date signed	Date signed



# **CRAIG A. SMITH & ASSOCIATES**

PROPOSED SCOPE OF SERVICES AND PROPOSED FEE

FOR

CONSTRUCTION MANAGEMENT AND OBSERVATION SERVICES

FOR

5<sup>th</sup> AVENUE RESURFACING PROJECT FROM SW 8<sup>TH</sup> ST TO SW PARK ST

CAS PROPOSAL NUMBER: P4494

## **CITY OF OKEECHOBEE**

DATED: May 3, 2023



### **CRAIG A. SMITH & ASSOCIATES**

Engineers•Surveyors•Utility Locators•Grant Specialists

21045 Commercial Trail

Boca Raton, FL 33486

Tel. (561) 314-4445 Fax. (561) 314-4458



**CRAIG A. SMITH & ASSOCIATES**

**PROPOSED SCOPE OF SERVICES AND PROPOSED FEE**

**PROJECT NAME: CITY OF OKEECHOBEE – 5<sup>TH</sup> AVENUE RESURFACING PROJECT**

**PROPOSAL NO: P4494**

**PROJECT DESCRIPTION:** Providing construction management and observation services for the aforementioned milling and resurfacing project. The owner will provide CAS with copies of plans and specifications associated with this project as prepared by the Engineer of Record (EOR) – Culpepper & Terpening, Inc. Not included in this proposal are any special reporting requirements or documentation needed to comply with contractor payroll verifications related to equal employment opportunity matters or Local Agency Project administration services.

**OWNER/CLIENT:**

Name: City of Okeechobee  
Attention: Gary Ritter, City Administrator (vie e-mail [gritter@cityofokeechobee.com](mailto:gritter@cityofokeechobee.com))  
Address: 55 SE 3<sup>rd</sup> Avenue  
Okeechobee, FL 34974  
Phone: (863) 763-3372 Ext. 9812  
Facsimile: (863) 763-1686

## **E56            ENGINEERING SERVICES DURING CONSTRUCTION**

Periodic site visits by Engineer will be made as needed. Coordinate with field CAS representative and engineer of record (EOR). Review of payment requests and RFI's during construction. Coordinate with the contractor, EOR, and City during construction and project closeout. Review as-builts and certify construction to appropriate permitting agencies and/or client upon completion of construction. This fee is based on a maximum of 4 hours per week for a projected construction duration of approximately 30 days having a monthly rate of \$3,467.00/month. If construction is extended, services will be provided at the hourly rates for a not to exceed agreed upon amount.

**Hourly Not To Exceed: \$3,467.00**

## **E57            CONSTRUCTION OBSERVATION SERVICES**

In order for CAS to certify the construction of the project, a CAS field representative under the responsible charge of the engineer will be assigned to the project. For the duration of construction, CAS will provide construction observation services for compliance with construction plans, review of payment quantities in field, coordination with contractor, and EOR, provide weekly reports with progress photos, advise on environmental compliance matters with direction from CAS, resolve field issues and provide assistance to the Owner during construction including punch list and project close out. This fee is based on a maximum of 20 hours per week for a projected construction duration of 30 days having a monthly rate of \$10,830.00. If construction is extended, services will be provided at the hourly rates for a not to exceed agreed upon amount.

**Hourly Not To Exceed: \$14,300.00**

### SUMMARY OF COSTS

CAS proposes to accomplish the professional engineering services listed for the following total lump sum fee, which is the sum of the fees for each phase and its specific work tasks:

Engineering Services During Construction	\$3,467.00
Construction Observation Services	\$14,300.00
<b>Total</b>	<b>\$17,767.00</b>

Thank you for your time and effort in supporting this project and your business is appreciated. Any service not specifically included in the final Agreement will be considered as an Additional Service. CAS will accomplish Additional Services upon proper written authorization of the CLIENT. The fees for Additional Services are at the attached hourly rates or at a mutually agreed upon Lump Sum Fee.

Should you have any questions or need additional information, please do not hesitate to call. If this proposal is acceptable, please execute as indicated and return one executed copy to our office for our files.

**SUBMITTED BY:**

**CRAIG A. SMITH & ASSOCIATES**



Orlando A. Rubio, P.E.  
VP of Stormwater Engineer

**APPROVED BY:**

**CITY OF OKEECHOBEE**

Gary Ritter  
City Administrator



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



## STATE OF FLORIDA

### BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**RUBIO, ORLANDO ALBERTO**

7281 BRIELLA DR  
BOYNTON BEACH FL 33437

LICENSE NUMBER: PE48265

EXPIRATION DATE: FEBRUARY 28, 2025

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.







CRAIASM-03

KKENNEDY

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/25/2023

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

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<b>PRODUCER</b> CAL Risk Management 23 Eganfuskee Street Suite 102 Jupiter, FL 33477	<b>CONTACT NAME:</b> Diane Traynor		
	<b>PHONE (A/C, No, Ext):</b> (561) 776-9001	<b>FAX (A/C, No):</b> (561) 427-6730	
	<b>E-MAIL ADDRESS:</b> Dtraynor@callic.com		
<b>INSURED</b>  Craig A. Smith & Associates LLC 1425 E Newport Center Dr Deerfield Beach, FL 33442	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Travelers Indemnity Co. of America</b>		<b>25666</b>
	<b>INSURER B : Travelers Property Casualty Co. of America</b>		<b>25674</b>
	<b>INSURER C : Travelers Casualty &amp; Surety Company</b>		
	<b>INSURER D : Aspen American Insurance Company</b>		<b>43460</b>
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: Subject to \$2,000,000 Cap			6606S217911	7/30/2023	7/30/2024	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			8106W5530882343G	4/27/2023	4/27/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP6S2187112347	7/30/2023	7/30/2024	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB4S881501	7/30/2023	7/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Equipment Floater			IM00P7D22	10/29/2022	10/29/2023	Leased/Rented 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is included as additional insured for General Liability & Auto Liability when required by written contract. General Liability and Auto Liability are primary and non-contributory for the certificate holder when required by written contract. Waiver or subrogation applies to General Liability, Auto Liability and Employers Liability when required by written contract. Umbrella covers over General Liability and Workers Compensations policies. Cancellation 30-days' notice of cancellation applies except 10-days for non-payment of premium per policy terms and conditions.

## CERTIFICATE HOLDER

## CANCELLATION

City of Okeechobee  
55 SE Third Avenue  
Okeechobee, FL 34974

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Exhibit 7  
09/25/2023

## MEMORANDUM

**TO:** Mayor, Council Members & Administrator Ritter

**DATE:** September 18, 2023

**FROM:** General Services Director Burnette

**SUBJECT:** Bridgewater on Taylor  
Creek Preliminary Plat

---

Attached you will find the Preliminary Plat Application for Bridgewater on Taylor Creek submitted by Mr. John Rice, on behalf of the Property Owner, B & T Fair Investments, Inc. It includes:

- Planning Staff Comments
- July 20, 2023, TRC Minutes
- Comments from TRC
- Preliminary Plat Application

On September 18, 2023, I verified all property taxes have been paid.

**MORRIS****DEPEW**ENGINEERS • PLANNERS • SURVEYORS  
LANDSCAPE ARCHITECTS

2914 Cleveland Avenue | Fort Myers, Florida 33901

Phone (239) 337-3993 | Toll Free (866) 337-7341  
www.morris-depew.com

### 23-009-TRC Review Comments

**DATE:** September 18, 2023  
**TO:** City of Okeechobee  
**FROM:** Morris-Depew Associates, Inc.

The following comments and recommended conditions are offered in response to the most recent submittal for 23-009-TRC, received August 28<sup>th</sup>, 2023:

1. Recommended Condition: A private utility easement shall be recorded or platted over the proposed sewer service and covered in the HOA documents.
2. Almost all the water services are located outside their respective platted lots.  
Recommended Condition: An easement and/or an HOA document condition shall provide for shared maintenance of all water services that cross over property boundaries.





**CITY OF OKEECHOBEE, FLORIDA**  
**TECHNICAL REVIEW COMMITTEE MEETING**  
**JULY 20, 2023**  
**SUMMARY OF COMMITTEE ACTION**

**I. CALL TO ORDER**

Chairperson Ritter called the regular meeting of the Technical Review Committee (TRC) for the City of Okeechobee to order on Thursday, July 20, 2023, at 10:05 A.M. in the City Council Chambers, located at 55 Southeast (SE) 3<sup>rd</sup> Avenue, Room 200, Okeechobee, Florida, followed by the Pledge of Allegiance.

**II. ATTENDANCE**

The following TRC Members were present: City Administrator Gary Ritter, Building Official Jeffery Newell, Okeechobee County Fire Rescue (OCFR) Bureau Chief Keith Bourgault and OCFR Deputy Fire Marshal Jessica Sasser, Police Chief Donald Hagan, Public Works Director David Allen. City Planning Consultant Ben Smith attended electronically via Zoom and Okeechobee Utility Authority (OUA) Executive Director John Hayford (entered the Chambers at 10:10 A.M.). Committee Secretary Patty Burnette and General Services Secretary Keli Trimnal were also present. City Attorney Gloria Velazquez, Okeechobee County Environmental Health (OCEH) Director Dianna May, and the Okeechobee County School Board representative were absent.

**III. AGENDA**

- A. There were no items added, deferred, or withdrawn from the agenda.
- B. Motion by Building Official Newell, seconded by Public Works Director Allen, to approve the agenda as presented. **Motion Carried Unanimously.**
- C. There were no comment cards submitted for public participation.

**IV. MINUTES**

- A. Motion by Building Official Newell, seconded by Public Works Director Allen, to dispense with the reading and approve the June 15, 2023, Regular Meeting minutes and the July 5, 2023, Special Meeting minutes. **Motion Carried Unanimously.**

**V. NEW BUSINESS**

- A. Site Plan Review Application No. 23-008-TRC, to redevelop a vacant 2,425 square-foot building formerly used as a convenience store and gas station to a Medical Marijuana Dispensary, on 1.06± acres, located at 510 Northeast (NE) Park Street.
  - 1. City Planning Consultant Mr. Ben Smith of Morris-Depew Associates, Inc. briefly reviewed the Planning Staff Report recommending the following conditions/outstanding code deficiencies: provision of complete landscape buffers, reduction in the width of the southern access to SE 6<sup>th</sup> Avenue, provision of landscaping between the building and parking area, the elevated concrete island located within the drive aisle connecting the Northern and Southern areas of the site should either be removed, or a more substantial blocking of that access should be proposed, provision of improved access to dumpster, demonstration that all two-way drive aisles are at least 24 feet wide and provision of a sidewalk along the entire SE 6<sup>th</sup> Avenue frontage.
  - 2. Building Official Newell inquired about the plans for blocking the path between the Wendy's Restaurant to the West and the site. OCFR Deputy Fire Marshal Sasser commented the circulation for fire access is good and requested a knoxbox for access to the building. Police Chief Hagan inquired as to whether there were any open Code Enforcement cases, and Administrator Ritter responded there were none. In addition, he requested for improvements to be made to the South end of the property and retention pond area, which is not being maintained. He is not in support of a gravel parking area. Public Works Director Allen requested the new sidewalk along SE 6<sup>th</sup> Avenue be extended like was done on the East side with the Burger King Restaurant build, and ADA curbing to meet Florida Department of Transportation (FDOT) specifications. OUA Executive Director Hayford pointed out that there is a 2-inch water main running along the South side of the property and that there possibly could be utility lines as well. Administrator Ritter also suggested improvements being made to the South side and proposed using sod, shell, concrete or paving. He mentioned if should they be proposing to tie in the irrigation with the landscaping, they want to consider irrigation for the South end if proposing sod.



**V. NEW BUSINESS ITEM A CONTINUED**

Planner Smith commented there could be a concern with drainage should the City require paving, since no increase in impervious surface calculations were being proposed.

3. Mr. Ammar Adnan, and Mr. Aaron Pakulak, both with Pennoni, and Mr. Jesse Balaity with Balaity Property Enhancement, on behalf of the Applicant, Mr. Nicholas Jones, were present electronically via Zoom. The seven comments listed on page 11 of the Planning Staff Report were discussed. Their client would prefer to have the area to the South as gravel due to costs. Deliveries would be in the front only by either small SUVs or mini vans.
4. No public comments were offered.
5. No disclosures of Ex-Parte Communications.
6. Motion by Building Official Newell, seconded by Public Works Director Allen, to approve Site Plan Review Application No. 23-008-TRC as presented in [Exhibit 1, which includes the Planning Consultant's analysis of findings and recommendation for approval] with the following conditions: provision of complete landscape buffers on all four boundary areas; reduction in the width of the Southern access to SE 6<sup>th</sup> Avenue; provision of landscaping between the building and parking area; the elevated concrete island located within the drive aisle connecting the Northern and Southern areas of the site should either be removed, or a more substantial blocking of that access should be proposed; provision of improved access to dumpster; demonstration that all two-way drive aisles are at least 24 feet wide; provision of a sidewalk along the entire SE 6<sup>th</sup> Avenue frontage, additional buffering to the SE (backside) of the building; remediation to the rear swale; ADA access for NE corner of sidewalk; and enhancement and cleanup of the rear (South) area. **Motion Carried Unanimously.**

**B. Bridgewater on Taylor Creek Pre-Application Plat Review/Site Plan Application No. 23-009-TRC, review re-plat of Lots 6 through 10, TAYLOR CREEK MANOR, Plat Book 3, Page 4, Okeechobee County Public Records, into 12 Lots (one for each townhome), common area and access tracts, totaling 1.31± acres located at 116 SE 8<sup>th</sup> Avenue.**

1. City Planning Consultant Smith commented the Plat was reviewed for conformance with the City's Land Development Regulations (LDRs) and Statutory platting requirements. Only one minor formatting error was discovered on page 2, Abbreviations and Legend Table. Legend is covering abbreviation under South Florida Water Management District (SFWMD). Staff finds the proposed Plat plan to be consistent with the approved site plan (Application No. 21-005-TRC), the subdivision requirements of the City's LDRs, and the statutory platting requirements, therefore recommending approval with the following corrections to be made prior to final plat approval: correct the formatting error on page 2 of the Plat regarding the Abbreviations and Legend table, Lots need to be numbered instead of lettered.
2. Administrator Ritter mentioned it is not recommended to receive revisions right before meetings as it does not allow Members time to review. No other comments were offered.
3. Mr. John Rice, on behalf of Property Owner, B & T Fair Investments, Inc. was not present. Prior to the start of the meeting, he emailed an updated copy of the Plat.
4. There were no questions from the public.
5. There were no disclosures of Ex-Parte Communications.
6. Motion by Public Works Director Allen, seconded by Building Official Newell to approve the Bridgewater on Taylor Creek Pre-Application Plat Application No. 23-009-TRC, as presented in [Exhibit 2] with the following contingencies: correct the formatting error on page 2 of the Plat regarding the Abbreviations and Legend table; lots need to be numbered instead of lettered; and minor amendment to one of the tracts due to location of a manhole. **Motion Carried Unanimously.**



**VI. CITY ADMINISTRATOR UPDATE**

No updates provided at this time.

**VII. ADJOURNMENT**

Chairperson Ritter adjourned the meeting at 11:09 A.M.

Submitted by:

Patty M. Burnette

Patty M. Burnette, Secretary

Please take notice and be advised that when a person decides to appeal any decision made by the Technical Review Committee with respect to any matter considered at this proceeding, he/she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. General Services' media are for the sole purpose of backup for official records.

**TECHNICAL REVIEW COMMITTEE COMMENTS**  
**BRIDGEWATER ON TAYLOR CREEK PLAT REVIEW**

Dianna May, Okeechobee County Environmental Health Director: Proposed project is to be serviced entirely by OUA, so there are no comments from the Health Department.

Gary Ritter, City Administrator: No issues.

Jessica Sasser, Deputy Fire Marshal OCFR: No comments.

Donald Hagan, Police Chief: No response received back.

David Allen, Public Works Director: No response received back.

Jeffery Newell, Building Official: No comments.



**City of Okeechobee**  
55 Southeast 3<sup>rd</sup> Avenue  
Okeechobee, Florida 34974  
Phone: (863) 763-3372 ext. 218  
Fax: (863) 763-1686

Date Received: 8-16-23

Fee Paid:

Date Distributed to City Staff and TRC:

8-28-23

Property Taxes Paid Verification:

8-16-23

Date of City Council Review:

9-25-23

Council Action:

### APPLICATION FOR PRELIMINARY PLATTING OR SUBDIVIDING PROPERTY

A P P L I C A N T	<b>NAME OF PROJECT:</b> Bridgewater on Taylor Creek ✓
	<b>NAME OF PROPERTY OWNER(S):</b> B & T Fair Investments Inc ✓
	<b>OWNER(S) MAILING ADDRESS:</b> 511 S Parrot Ave Okeechobee, FL 34974
	<b>OWNERS PHONE:</b> 863-447-4390 <b>FAX:</b>
	<b>NAME OF APPLICANT:</b> John J. Rice, P.S.M.
	<b>APPLICANT MAILING ADDRESS:</b> 200 SW 3rd Avenue, Okeechobee, FL 34972
	<b>APPLICANTS PHONE:</b> 863-801-6200 (mobile) jr.twps@yahoo.com <b>FAX:</b>
	<b>CONTACT PERSON:</b> John J. Rice, P.S.M. (Land Surveyor)
	<b>CONTACT PERSONS PHONE:</b> 863-801-6200 (mobile) <b>FAX:</b>
	<b>ENGINEER:</b> Asmussen Engineering, LLC, <b>PHONE:</b> 863-763-8546
	<b>ADDRESS:</b> P.O. Box 1998 Okeechobee, FL 34973 <b>FAX:</b>
	<b>SURVEYOR:</b> Tradewinds Surveying Group, LLC <b>PHONE:</b> 863-763-2887
<b>ADDRESS:</b> 200 SW 3rd Avenue, Okeechobee, FL 34972 <b>FAX:</b>	
P R O P E R T Y	<b>DESCRIPTION OF PROJECT INCLUDING ALL PROPOSED USES:</b> 1 - 12 unit, 2 story townhouse building with appurtenant driveways, parking, drainage, landscaping and access areas.
	<b>NUMBER/DESCRIPTION OF PHASES:</b> 1/ project is not phased
	<b>LOCATION OF/DIRECTIONS TO THE PROJECT:</b> 116 SE 8th Ave Okeechobee FL 34974 From State Road 70 go south on 8th Avenue 465 feet to site on left
	<b>EXISTING IMPROVEMENTS ON PROPERTY:</b> Project should be completed by end of August
	<b>IS PROPOSED USE DIFFERENT FROM EXISTING OR PRIOR USE?</b> <input checked="" type="radio"/> YES <input type="radio"/> No <input type="radio"/> N/A
	<b>TOTAL LAND AREA IN SQUARE FEET:</b> 60,478 <b>OR ACRES:</b> 1.4
	<b>EXISTING IMPERVIOUS SURFACE:</b> 0 SQUARE FEET 0 ACRES 0 % OF SITE
	<b>ADDITIONAL IMPERVIOUS SURFACE:</b> 0 SQUARE FEET 0 ACRES 0 % OF SITE
	<b>PROPOSED TOTAL IMPERVIOUS SURFACE:</b> 29,024 SQUARE FEET 1.31 ACRES 51 % OF SITE
	<b>CURRENT ZONING:</b> Residential Multiple Family <b>CURRENT FUTURE LAND USE:</b> Residential Multiple Family

#### CONFIRMATION OF INFORMATION ACCURACY

I hereby certify that the information in this application is correct. The information included in this application is for use by the City of Okeechobee in processing my request. False or misleading information may be punishable by a fine of up to \$500.00 and imprisonment of up to 30 days and may result in the summary denial of this application.



Digitally signed by John J Rice  
Date: 2023.08.16 14:22:39 -04'00'

08/15/23  
Date

Signature of Applicant

Printed Name

# CITY OF OKEECHOBEE

## CHECKLIST FOR PRELIMINARY PLATTING/SUBDIVIDING PROPERTY

	Description	Date Submitted	Ck'd
1	Completed and signed application	08/15/23	✓
2	Notarized <sup>copy</sup> Original Letter of Consent from property <sup>owner</sup> if different from applicant	08/15/23	✓
3	11 Copies of Preliminary Plat <i>see Sec. 86-71 and 86-72 as to specific requirements</i>	08/15/23	✓
4	11 Copies of Improvements and Construction Plans <i>see Sec. 86-72 as to specific requirements</i>	08/15/23	✓
5	Title and Certifications <i>see Sec. 86-72 (18)</i>	08/15/23	✓
6	<del>Draft</del> of Protective Covenants <i>see Sec. 86-72 (19)</i>	08/15/23	✓
7	Statements in accord with Section 86-71 (1)		
8	Draft of Proposed Developers Agreement		
9	Technical Review Committee Minutes/Comments	08/15/23	
10	Supplementary Material	08/15/23	
11	Application Fee \$500.00 plus \$30.00 per acre		



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Profit Corporation

**B & T FAIR INVESTMENTS, INC.**

### Filing Information

**Document Number** P16000081316  
**FEI/EIN Number** 81-4099285  
**Date Filed** 10/04/2016  
**Effective Date** 10/06/2016  
**State** FL  
**Status** ACTIVE  
**Last Event** AMENDMENT  
**Event Date Filed** 02/22/2022  
**Event Effective Date** NONE

### Principal Address

511 South Parrott Ave.  
OKEECHOBEE, FL 34974

Changed: 04/11/2018

### Mailing Address

511 South Parrott Ave.  
OKEECHOBEE, FL 34974

Changed: 04/11/2018

### Registered Agent Name & Address

joshi, subarna  
511 South Parrott Ave.  
OKEECHOBEE, FL 34974

Name Changed: 04/11/2018

Address Changed: 04/11/2018

### Officer/Director Detail

#### **Name & Address**

Title President



Joshi, Subarna  
511 South Parrott Ave.  
OKEECHOBEE, FL 34974

Title VP

CHACKO, THOMAS  
1104 S E 12TH DRIVE  
OKEECHOBEE, FL 34974 UN

Title P

JOSHI, SUBARNA  
1208 SE 12TH DR  
OKEECHOBEE, FL 34974

**Annual Reports**

Report Year	Filed Date
2021	02/16/2021
2022	03/09/2022
2023	03/11/2023

**Document Images**

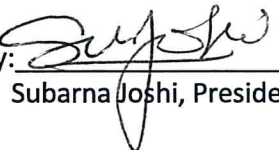
<a href="#">03/11/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/09/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/22/2022 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">02/16/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/18/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/26/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/11/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/05/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/04/2016 -- Domestic Profit</a>	<a href="#">View image in PDF format</a>



## Letter of Authorization

I, Subarna Joshi, President of B & T Fair Investments, Inc, a Florida Corporation, owner of the property currently under development as "Bridgewater on Taylor Creek", do hereby authorize John J. Rice, P.S.M. for Tradewinds Surveying Group, LLC, to apply to the City of Okeechobee for preliminary and final plat approval for the above referenced project.

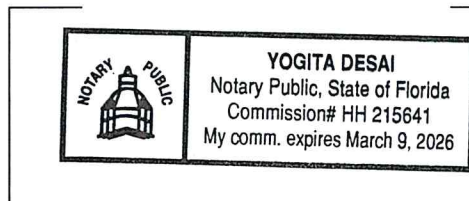
**B & T Fair Investments, Inc,**  
a Florida Corporation

By:   
Subarna Joshi, President

STATE OF FLORIDA  
COUNTY OF OKEECHOBEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5<sup>th</sup> day of May, 2023, by Subarna Joshi, as President for B & T Fair Investments, Inc, a Florida Corporation, on behalf of the corporation, who is ☐ personally known to me or has produced PLDL (type of identification) as identification.

My Commission Expires  
3/9/2026



  
Signature

Yogita Desai  
Printed Name -  
Notary Public



## PROPERTY INFORMATION REPORT

**Client:** McCarthy Summers Wood Norman Melby & Schultz P.A

**Address:** 2400 S.E. Federal Highway 4th Floor  
Stuart, FL 34994

**Order No.:** 2289423FL-A

This will serve to certify that WFG National Title Insurance Company has caused to be made a search of the Public Records of County, Florida, ("Public Records") as contained in the office of the Clerk of the Circuit Court of said County, from **April 3, 1993**, through **April 3, 2023 at 8:00 A.M.**, as to the following described real property lying and being in the aforesaid County, to-wit:

**A PARCEL OF LAND IN SECTION 22, TOWNSHIP 37 SOUTH, RANGE 35 EAST, OKEECHOBEE COUNTY, FLORIDA, BEING ALL OF LOTS 6 THROUGH 10, INCLUSIVE, TAYLOR CREEK MANOR, PLAT BOOK 3, PAGE 4, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGIN AT THE SOUTHEAST CORNER OF LOT 5, AS SHOWN ON SAID PLAT OF TAYLOR CREEK MANOR, SAID CORNER BEING ON THE WESTERLY LINE OF THE RIGHT-OF-WAY FOR THE UNNAMED STREET, 66 FEET IN WIDTH, AS SHOWN ON SAID PLAT OF TAYLOR CREEK MANOR, AND AS DEDICATED AND SHOWN ON THE PLAT OF WILCOX SHORES, PLAT BOOK 2, PAGE 89, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, NOW NAMED SOUTHEAST 8TH AVENUE, SAID CORNER BEING A POINT ON A CURVE TO THE RIGHT AND CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 601.12 FEET, A RADIAL LINE BEARS N75°47'43"W FROM SAID POINT TO THE RADIUS POINT;**

**THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING 2 COURSES;**

**(1) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 22°00'13", A DISTANCE OF 230.85 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT AND CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 738.75 FEET;**

**(2) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 4°05'31", A DISTANCE OF 52.76 FEET, TO A POINT OF NON-TANGENCY, SAID POINT BEING THE NORTHEAST CORNER OF LOT 11, AS SHOWN ON SAID PLAT OF TAYLOR CREEK MANOR;**

**THENCE, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, N89°26'45"W, ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 199.46 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY EDGE OF TAYLOR CREEK, SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 11;**

**THENCE ALONG THE EASTERLY EDGE OF TAYLOR CREEK, MORE OR LESS, FOR THE FOLLOWING 4 COURSES;**

**(1) THENCE N14°28'24"E, A DISTANCE OF 90.83 FEET;**

**(2) THENCE N17°52'43"E, A DISTANCE OF 36.13 FEET;**

**(3) THENCE N11°26'53"E, A DISTANCE OF 63.57 FEET;**

**(4) THENCE N23°04'28"E, A DISTANCE OF 72.94 FEET, TO THE SOUTHWEST CORNER OF AFORESAID LOT 5;**

**THENCE, DEPARTING THE EASTERLY EDGE OF TAYLOR CREEK, S89°26'45"E, ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 251.80 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.**

As of the effective date of this Report, the apparent record Fee Simple title owner(s) to the above-described real property is/are:

**B & T Fair Investments, Inc., a Florida Corporation**

The following liens against the said real property recorded in the aforesaid Public Records have been found:

- 1. Mortgage recorded in Official Records Instrument No. 2022005264.**
- 2. Assignment of Rents recorded in Official Records Instrument No. 2022005386.**
- 3. Notice of Commencement recorded in Official Records Instrument No. 2022005387.**

**NOTE: 2022 Ad Valorem Taxes and Assessments in the amount of \$3,035.82 are showing as Paid under Tax Id/UPI No. 3-22-37-35-0260-00000-0060.**

The following items affecting the said real property recorded in the aforesaid Public Records have been found:

- 1. Plat of Taylor Creek Manor, recorded in Plat Book 3, Page 4.**
- 2. Plat of North Shore Levee and Taylor Creek Improvement, recorded in Plat Book 2, Page 83.**
- 3. Declaration of Protective Covenants, Conditions and Restrictions for Bridgewater on Taylor Creek, recorded in Official Records Book 622, Page 1919.**
- 4. Notice of Approval of Parcel Joinder recorded in Official Records Instrument No. 2021013117.**

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

The contractual liability of the issuer of a property information report is limited to the person or persons expressly identified by name in the property information report as the recipient or recipients of the property information report and may not exceed the amount paid for the property information report.

This Report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This Report is not to be construed as an opinion, warranty, or guarantee of title, or as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the Certified Party only, and it may not be used or relied upon by any other party. This Report may not be used by a WFG National Title Insurance Company agent for the purpose of issuing a WFG National Title Insurance Company title insurance commitment or policy.

**NOTICE**

**This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.**

IN WITNESS WHEREOF, WFG National Title Insurance Company has caused this Report to be issued.

THIS INSTRUMENT PREPARED BY AND RETURN TO:

John E. Burdeshaw  
Lake Okeechobee Title Inc.  
425 SW Park Street  
Okeechobee, FL 34974

Property Appraisers Parcel Identification (Folio) Number: 3-22-37-35-0260-1111-0060&0080

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 12th day of October, 2016 by Ashraf Shabaan Ahmed, A married Man , whose post office address is 980 SE 23rd Street, Okeechobee, FL 34974 herein called the grantor, to B & T Fair Investments, Inc., A Florida Corporation whose post office address is 1403 SE 8th Avenue, Okeechobee, FL 34974, hereinafter called the Grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**WITNESSETH:** That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in OKEECHOBEE County, State of Florida, viz.:

Lots 6, 7, 8, 9 and 10 TAYLOR CREEK MANOR, according to the plat thereof as recorded in Plat Book 3, page 4, public records of Okeechobee County, Florida. This is not the Homestead of the Grantor.

Subject to easements, restrictions and reservations of record and taxes for the year 2016 and thereafter.


TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2015.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

  
Witness #1 Signature

JOHN E BURDESHAW  
Witness #1 Printed Name

  
Witness #2 Signature

CAY BAYD  
Witness #2 Printed Name

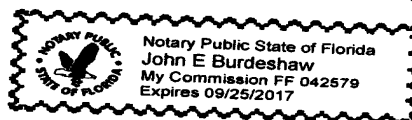
  
Ashraf Shabaan Ahmed

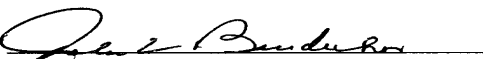
STATE OF FLORIDA  
COUNTY OF OKEECHOBEE

The foregoing instrument was acknowledged before me this 12th day of October, 2016 by Ashraf Shabaan Ahmed who is personally known to me or has produced Drivers Lic. as identification.

SEAL

My Commission Expires:



  
Notary Public  
Printed Notary Name



FILE NUM 2007001960  
OR BK 00622 PG 1919  
SHARON ROBERTSON, CLERK OF CIRCUIT COURT  
OKEECHOBEE COUNTY, FL  
RECORDED 02/07/2007 11:15:47 AM  
RECORDING FEES 639.00  
RECORDED BY G Mewbourn  
Pgs 1919 - 1993; (75pgs)

**DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BRIDGEWATER ON TAYLOR CREEK**

COPY

**THIS INSTRUMENT PREPARED BY:**

*Kenneth A. Norman, Esq.  
McCarthy, Summers, Bobko, Wood,  
Sawyer & Perry, P.A.  
2400 S.E. Federal Highway, 4<sup>th</sup> Floor  
Stuart, Florida 34994*

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COPY

# **DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIDGEWATER ON TAYLOR CREEK**

***KNOW ALL MEN BY THESE PRESENTS***, that this Declaration of Protective Covenants, Conditions and Restrictions for BRIDGEWATER ON TAYLOR CREEK (the "DECLARATION"), is made and entered into as of the 1<sup>st</sup> day of February, 2007, by AZBlue, LLC, a Florida limited liability company, hereinafter referred to as the "DEVELOPER."

## **RECITALS**

A. The DEVELOPER is the owner of the Property (as defined in Section 1) and desires to subdivide the Property in accordance with the Plat (as also defined in Section 1).

B. The DEVELOPER desires to provide for the preservation of the values and amenities in the community and for the maintenance of the open spaces and other common facilities; and, to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Property and each OWNER (as defined in Section 1) thereof.

C. The DEVELOPER has deemed it desirable for the efficient preservation of the values and amenities in the community to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created.

D. The DEVELOPER has incorporated under the laws of the State of Florida, as a corporation not-for-profit, BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE ASSOCIATION, INC., the purpose of which shall be to exercise the functions aforesaid.

## **DECLARATION**

**NOW, THEREFORE**, the DEVELOPER declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

1 **DEFINITIONS.** Unless prohibited by the context in which they are used, the following words, when used in this DECLARATION, shall be defined as set out below:

1.1 **Articles.** "Articles" shall mean and refer to the Articles of Incorporation of the ASSOCIATION, as such Articles may be amended from time to time.

1.2 **Assessment.** "Assessment" shall mean and refer to those charges made by the ASSOCIATION from time to time against each Unit within the Property for the purposes set forth herein, and shall include, but not be limited to Original and Annual Assessments for Common Expenses and Special Assessments for Capital Improvements.

1.3 **ASSOCIATION.** "ASSOCIATION" shall mean BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE ASSOCIATION, INC., a Florida not-for-profit corporation. Copies of the Articles and Bylaws of the ASSOCIATION are attached to this DECLARATION as Exhibits "A" and "B", respectively.

1.4 **BOARD.** "BOARD" shall mean the Board of Directors of the ASSOCIATION.

1.5 **BRIDGEWATER ON TAYLOR CREEK.** "BRIDGEWATER ON TAYLOR CREEK" shall mean the real estate development located in Okeechobee County, Florida, developed by the DEVELOPER, which includes the Property and any additional real property to be added to the Property upon the recording of an appropriate Supplement(s) in the Public Records of Okeechobee County, Florida.

1.6 **Bylaws.** "Bylaws" shall mean and refer to the Bylaws of the ASSOCIATION, as such Bylaws may be amended from time to time.

1.7 **Common Expenses.** "Common Expenses" shall mean and refer to all expenses incurred by the ASSOCIATION in connection with its ownership and/or maintenance of the Common Area and other obligations set forth herein, or as may be otherwise determined by the BOARD.

1.8 **Common Area.** "Common Area" or "Common Areas" shall mean and refer to those portions of the Property which are intended to be devoted to the common use and the enjoyment of the OWNERS, and occupants, in this DECLARATION, as well as the portion of the Property, less the Lots, and all personal property owned, leased by or dedicated to the ASSOCIATION for the common use and enjoyment of the OWNERS and occupants.

1.9 **Common Structural Elements.** "Common Structural Elements" shall mean certain elements, fixtures or parts contained in a "Building" (as defined in Section 6 hereof) which are structural elements of more than one Unit contained therein.

1.10 **Conservation Areas.** "Conservation Area" or "Conservation Areas" shall mean and refer to those portions of the Property designated as Conservation Areas on the Plat, or identified as Conservation Areas in any agreements between the South Florida Water Management District and the DEVELOPER or the ASSOCIATION, in any permits issued to the DEVELOPER or the ASSOCIATION by the South Florida Water Management District or any other governmental entity, or in any agreement between the DEVELOPER or the ASSOCIATION and any governmental entity. The ASSOCIATION has the obligation to maintain the Conservation Areas.

1.11 **County.** County shall refer to Okeechobee County, Florida.

1.12 **Covenants.** "Covenants" shall mean and refer to the covenants, restrictions, reservations, conditions, easements, charges and liens hereinafter set forth. All Covenants constitute "covenants running with the land" and shall run perpetually unless terminated or amended as provided herein, and shall be binding on all OWNERS.

1.13 **DECLARATION.** "DECLARATION" shall mean this instrument, Declaration of Protective Covenants and Restrictions for Bridgewater on Taylor Creek, and all amendments or Supplements made to this instrument.

1.14 **DEVELOPER.** "DEVELOPER" shall mean AZBlue, LLC, a Florida limited liability company, and its successors or assigns as designated in writing by the DEVELOPER.

1.15 **Drainage Easements.** "Drainage Easements" shall mean and refer to any private drainage areas set forth on the Plat and dedicated to the ASSOCIATION. The Drainage Easements shall be used for drainage and for storm water detention and retention to the extent approved by those governmental agencies having jurisdiction over the Drainage Easements. The Drainage Easements are a part of the Common Area and, except as limited herein, shall be for the common use, benefit and enjoyment of all OWNERS. The ASSOCIATION has the obligation to maintain the Drainage Easements.

1.16 **Dwelling Structure.** "Dwelling Structure" means a residential townhouse situated on a Lot, including all improvements associated with the townhouse on the Lot. Unless the context specifically provides otherwise, reference to the term "Dwelling Structure" shall not include use of the Lot.

1.17 **General Plan of Development.** "General Plan of Development" means that plan as approved by appropriate governmental agencies which shall represent the total general scheme and general uses of land in the Properties, as it may be amended from time to time.

1.18 **Governing Documents.** "Governing Documents" shall mean this DECLARATION, any Supplement to the DECLARATION, as the same may be amended from time to time and filed in the Public Records of Okeechobee County, Florida, as well as the Articles and Bylaws of the ASSOCIATION, as the same may be amended from time to time and maintained at the ASSOCIATION office. In the event of conflict or inconsistency among Governing Documents, to the extent permitted by law, this DECLARATION and any Supplement(s) to the DECLARATION, the Articles, and the Bylaws, in that order, shall control. One Governing Document's lack of a provision with respect to a matter for which provision is made in another Governing Document shall not be deemed a conflict or inconsistency between such Governing Documents.

1.19 **Guest.** "Guest" means any person who is not a member of the family occupying a Lot, and who is physically present in, or occupies the Lot at the invitation of the Owner or other legally permitted occupant, without requirement to contribute money, perform any services or provide any other consideration to the Owner or Lessee in connection with occupancy of the

Lot. A permanent occupant of a Lot shall not be considered as a Guest. Furthermore, an Owner of a Lot shall never be considered a Guest on the Lot he owns, unless the Owner is visiting a Lessee on the Lot.

1.20 **Improvements.** "Improvements" shall mean and refer to all structures of any kind including, without limitation, any building, fence, wall, sign, paving, grating, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, recreational facility, landscaping, exterior lighting or landscape device or object.

1.21 **Institutional Mortgagee.** "Institutional Mortgagee" means the holder (or its assignee) of a mortgage against any of the Properties, including any Lot, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Lot which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns, and includes the DEVELOPER. For definitional purposes only, an Institutional Mortgagee shall also mean the holder of any mortgage executed by or in favor of DEVELOPER, whether or not such holder would otherwise be considered an Institutional Mortgagee. "Institutional First Mortgagee" means the foregoing, but is limited to the holder of a first mortgage.

1.22 **Lead Institutional Mortgagee.** "Lead Institutional Mortgagee" means that Institutional Mortgagee which, at the time a determination is made, holds first mortgages on more Lots in BRIDGEWATER ON TAYLOR CREEK than any other Institutional Mortgagee, such determination to be made by reference to the number of Lots encumbered, and not by the dollar amount of such mortgages.

1.23 **Lease.** "Lease" means the grant by an Owner of a temporary right of use of the Owner's Dwelling Structure and Lot for valuable consideration.

1.24 **Leasing.** "Leasing" for purposes of this subsection is defined as regular, exclusive occupancy of a Unit by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.

1.25 **Lot.** "Lot" shall mean and refer to a Unit.

1.26 **MEMBER.** "MEMBER" shall mean and refer to all those OWNERS who are Members of the ASSOCIATION as provided in Section 3.1.

1.27 **OWNER.** "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit situated upon the Property but, notwithstanding any applicable theory of mortgage, shall not mean or refer to a mortgagee unless



and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.28 **Person.** "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

1.29 **Plat.** "Plat" shall mean the Plat of Bridgewater on Taylor Creek (TO BE RECORDED IN) the Public Records of Okeechobee County, Florida.

1.30 **Property.** "Property" shall mean and refer to BRIDGEWATER ON TAYLOR CREEK, as per the Plat (to be recorded) and property described in Exhibit "C," which term may also include any additional real property that may be made subject to this DECLARATION upon the recording of an appropriate Supplement(s) in the Public Records of Okeechobee County, Florida.

1.31 **Resident.** "Resident" shall mean and refer to the legal occupant of any Unit. The term "Resident" shall include the OWNER of the Unit and any tenant, lessee or licensee of the OWNER.

1.32 **Supplement.** "Supplement" shall mean a document and the exhibits thereto which when recorded in the Public Records of Okeechobee County, Florida, shall subject additional real property to the provisions of this DECLARATION.

1.33 **Unit.** "Unit" shall mean a residential unit intended as an abode for one family.

1.34 **Utility Easement(s).** "Utility Easement(s)" shall mean and refer to the utility easement areas set forth on the Plat. The Utility Easement(s) may be used for utility purposes (including CATV) by any utility in compliance with such ordinances and regulations as may be adopted from time to time by Okeechobee County or the City of Okeechobee, Florida.

## **2 PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS TO THE PROPERTY.**

2.1 **Property Subject to DECLARATION.** The Property is, and shall be, held, transferred, sold, conveyed, and occupied subject to this DECLARATION.

2.2 **Other Additions to the Property.** The DEVELOPER reserves the right to add, or may cause to be added, other real property not now included within the Plat. Each commitment of additional property to this DECLARATION shall be made by a recitation to that effect in a Supplement which need be executed only by the DEVELOPER, and the owner of such real property if not the DEVELOPER but joined by the DEVELOPER, and does not require the execution or consent of the ASSOCIATION, or any OWNERS. The Supplement shall describe the real property which is being committed to this DECLARATION and made subject to the terms of this DECLARATION and shall contain such other terms and provisions as the

DEVELOPER deems proper. Upon the recordation of a Supplement, such real property described therein shall be committed to the Covenants contained in this DECLARATION and shall be considered "Property" as fully as though originally designated herein as "Property".

2.3 **Mergers.** Upon a merger or consolidation of the ASSOCIATION with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the ASSOCIATION as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants established by this DECLARATION within the Property together with the covenants and restrictions established by Supplemental DECLARATION upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the Covenants within the Property, except as hereinafter provided.

### 3 **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

3.1 **Membership.** Except as is set forth in this Section 3.1, every Person who is a record titleholder of a fee or undivided fee interest in any Unit which is subject by covenants of record to assessment by the ASSOCIATION shall be a MEMBER of the ASSOCIATION, provided that any such Person which holds such interest merely as a security for the performance of any obligation shall not be a MEMBER.

3.2 **MEMBER's Voting Rights.** The votes of the MEMBERS shall be established and exercised as provided in the Articles and Bylaws.

3.3 **BOARD.** The ASSOCIATION shall be governed by the BOARD which shall be appointed, designated or elected, as the case may be, as follows:

3.3.1 The DEVELOPER shall have the right to appoint all members of the BOARD until the DEVELOPER holds less than ten percent (10%) of the total number of votes of MEMBERS as determined by the Articles.

3.3.2 After the DEVELOPER no longer has the right to appoint all members of the BOARD under subsection 3.3.1 of this Section, or earlier if the DEVELOPER so elects, then, and only then, shall any member of the BOARD be elected by the MEMBERS of the ASSOCIATION.

3.3.3 A member of the BOARD may be removed and vacancies on the BOARD shall be filled in the manner provided by the Bylaws. However, any member of the BOARD appointed by the DEVELOPER may only be removed by the DEVELOPER, and any vacancy on the BOARD of a member appointed by the DEVELOPER shall be filled by the DEVELOPER.



4 **EASEMENTS AND PROPERTY RIGHTS IN THE COMMON AREA**

4.1 **MEMBERS' Easement of Enjoyment.** Subject to the provisions of Section 4.3 and Section 4.4, every MEMBER shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot.

4.2 **Title to Common Area.** Title to the Common Areas shall be vested in the ASSOCIATION which shall hold said property for the benefit and use of the OWNERS within BRIDGEWATER ON TAYLOR CREEK. The ASSOCIATION shall be responsible for ensuring the proper management, maintenance and operation of the Common Areas and all improvements thereon, and for the payment of all property taxes and other assessments which are liens against the Common Areas, from and after the date of recordation of this DECLARATION.

4.3 **Extent of MEMBERS' Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:

4.3.1 the right of the DEVELOPER and of the ASSOCIATION, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and in aid thereof; and

4.3.2 the right of the ASSOCIATION to take such steps as are reasonably necessary to protect the Common Area against foreclosure; and

4.3.3 the right of the ASSOCIATION to charge reasonable admission and other fees for the use of the Common Area;

4.3.4 dedications to any public agency, authority or utility as set forth on the Plat; and

4.3.5 the right of the ASSOCIATION to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the MEMBERS, provided, however, that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by MEMBERS entitled to cast two-thirds (2/3) of the votes irrespective of class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every MEMBER at least ninety (90) days in advance of any action taken.

4.4 **Easements.**

4.4.1 **Utility Service and Drainage Easements.** In addition to that shown on the Plat, there is hereby created a blanket easement upon, across, over, through and under the Property for the installation, replacement, repair and maintenance of all utility and service lines

and systems, and irrigation including but not limited to electric, gas, water, sewer, telephone, electric, cable television, security, and surveillance or communication lines and systems, and irrigation. By virtue of this easement it shall be expressly permissible for the DEVELOPER or the providing utility or service company to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on the Units and on, in and under the roofs and exterior walls of the Units, providing the disturbed areas are restored to the condition in which they were found and that an easement does not prevent or unreasonably interfere with the use of the Units. Except as otherwise provided below, no sewer, electrical lines, water lines, or other utility service lines or facilities for such utilities and no cable or communication lines and systems may be installed or relocated on the Property except as are approved by the DEVELOPER. The DEVELOPER may also transfer title to utility-related equipment, facilities or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred. Utility as referred to herein means a public or private utility. This power to create easements shall also include the power to modify or relocate easements which are created.

Once the DEVELOPER closes upon the sale of the last Unit in the Property, the powers vested in the DEVELOPER shall terminate, and shall then vest in the ASSOCIATION. Such powers shall be exercised by the BOARD in its reasonable discretion without the need for joinder of any OWNER.

**4.5 Maintenance Easement in Favor of the DEVELOPER and ASSOCIATION.** There is hereby reserved to the DEVELOPER and to the ASSOCIATION an easement over the Common Area for the ASSOCIATION's maintenance obligations pursuant to this DECLARATION.

**4.6 Encroachments.** If any Unit encroaches upon any of the Common Area for any reason other than the intentional act of an OWNER, or if any Common Area encroaches upon any Unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

**4.7 Ingress and Egress.** A non-exclusive easement shall exist in favor of each OWNER and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the Common Area as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portions of the Common Area as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.

**4.8 Easement of Enjoyment to Common Area.** Every OWNER has a right and easement of enjoyment of the Common Area, subject to any limitations in this DECLARATION and reasonable Rules and Regulations.

5 **COVENANT FOR MAINTENANCE ASSESSMENTS.**

5.1 **Creation of the Lien and Personal Obligation for Assessments.** Each OWNER of any Unit by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the ASSOCIATION: (1) Quarterly Assessments for Common Expenses; (2) Special Assessments for Capital Improvements; and (3) Original Assessment for Working Capital, such Assessments to be fixed, established, and collected from time to time as hereinafter provided. The Original, Quarterly and Special Assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Unit against which each such Assessment is made. Each such Assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the OWNER of such Lot at the time when the Assessment fell due.

5.2 **Purpose of Assessments.** The Assessments levied by the ASSOCIATION shall be used exclusively for the purpose of the improvement and maintenance of properties, services, and facilities which are devoted to the purpose and related to the use and enjoyment of the Common Area and of the Units situated upon the Property, including, but not limited to:

5.2.1 Payment of operating expenses of the ASSOCIATION; including, without limitation, those incorporation or start-up expenses necessary to form and otherwise organize the ASSOCIATION and to create this DECLARATION;

5.2.2 Construction and improvement of the Common Area;

5.2.3 Garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by the ASSOCIATION;

5.2.4 Such insurance as the Board, in its business judgment, determines advisable, which may include, without limitation, flood and wind insurance and liability insurance.

5.2.5 Repayment of deficits previously incurred by the ASSOCIATION (or the DEVELOPER), if any, in making capital improvements to or upon the Common Area, and/or in furnishing the services and facilities provided herein to or for the OWNERS and the MEMBERS of the ASSOCIATION;

5.2.6 Doing any other thing necessary or desirable, in the judgment of the ASSOCIATION, to keep the Property neat and attractive or to preserve or enhance the value of the Property, or to eliminate fire, health or safety hazards, or which, in the judgment of the ASSOCIATION, may be of general benefit to the OWNERS and/or Residents of lands included in the Property;

5.2.7 Repayment of funds and interest thereon, borrowed by the ASSOCIATION; and

5.2.8 Maintenance and repair of easements shown on any recorded subdivision plat.

5.2.9 The ASSOCIATION will provide lawn maintenance for BRIDGEWATER ON TAYLOR CREEK. Such maintenance will include periodic mowing and edging and other services determined, from time to time, by the BOARD. Such services may include, but shall not be limited to, fertilization, pesticide application, mulching, tree pruning and shrubbery trimming. It is anticipated the ASSOCIATION will contract with independent third party landscape maintenance companies to provide service in accordance with this Section.

5.2.10 Any and all expenses necessary to: (i) maintain and preserve the Common Area; (ii) maintain, repair and replace the Common Structural Elements; (iii) keep, maintain, operate, repair and replace any and all buildings, improvements, personal property and furniture owned by the ASSOCIATION, and fixtures and equipment upon the Common Area in a manner consistent with the development of the Property and in accordance with the covenants and restrictions contained herein and in conformity with all applicable federal, state, county or municipal laws, statutes, ordinances, orders, rulings and regulations; and (iv) maintain and repair the portions of the Property which are the responsibility of the ASSOCIATION, including, without limitation, any entrance sign(s) placed by DEVELOPER on the Common Area.

### 5.3 **Quarterly Assessments.**

5.3.1 **Quarterly Assessment.** Until changed by the BOARD in accordance with the terms hereof, the Quarterly Assessment shall be (PROVIDED BY AMENDMENT TO THIS DOCUMENT) per Lot, payable quarterly, in advance, on January 1, April 1, July 1, and October 1 of each year. This Quarterly Assessment shall be prorated in the year of initial purchase of the Lot. The Quarterly Assessment shall be paid directly to the ASSOCIATION to be held in accordance with the above provisions. The DEVELOPER shall not be required to pay Quarterly Assessments for Units owned by the DEVELOPER; provided, however, that, in accordance with Section 720.308, Florida Statutes, DEVELOPER shall be obligated for any operating expenses incurred that exceed the assessments received from the OWNERS and other income of the ASSOCIATION. Each OWNER shall be responsible for a fractional amount of the total amount of the Common Expenses, Special Assessments and Reserves, with the fractional amount for each Unit being determined by dividing one by the total number of Units in BRIDGEWATER ON TAYLOR CREEK.

5.3.2 **Adjustment to Quarterly Assessment.** Prior to the beginning of each fiscal year, the BOARD shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the ASSOCIATION during the fiscal year. The total Common Expenses shall be divided by the number of Units to establish the Quarterly Assessment for Common Expenses per Unit. The ASSOCIATION shall then promptly notify all OWNERS in writing of the amount of the Quarterly Assessment for Common Expenses for each Unit. From time to time during the fiscal year, the BOARD may revise the budget for the fiscal year. Pursuant to the revised budget the BOARD may, upon written notice to the OWNERS, change the amount, frequency and/or due dates of the Quarterly Assessments for Common Expenses for each Unit. If the expenditure of funds is required by the ASSOCIATION in

addition to funds produced by the Quarterly Assessments for Common Expenses, the BOARD may make Special Assessments for Common Expenses, which shall be levied in the same manner as provided for regular Quarterly Assessments for Common Expenses and shall be payable in the manner determined by the BOARD as stated in the notice of any Special Assessment for Common Expenses.

#### **5.4 Special Assessments for Capital Improvements.**

5.4.1 In addition to the Assessments for Common Expenses authorized by Section 5.3 hereof, the BOARD may levy in any assessment year a Special Assessment for Capital Improvements, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto.

5.4.2 The BOARD may also levy Special Assessments pursuant to Section 6 hereof for the maintenance, repair or replacement of Common Structural Elements.

5.5 **Working Capital.** A contribution shall be made by or on behalf of the OWNERS to the working capital of the ASSOCIATION in an amount to be determined from time to time by the BOARD upon every initial and subsequent transfer of record title to a Lot (i.e. an initial sale or resale). The capital contribution shall be fixed by the BOARD. The DEVELOPER, its parent, subsidiaries, affiliates and assigns, shall be exempt from payment of the contribution required by this section. The capital contribution required by the Section shall constitute an assessment against the Lots and shall be subject to the same lien rights and other rights of collection applicable to other Assessments under this Section.

5.6 **Certificate of Payment.** The ASSOCIATION shall upon demand at any time, furnish to any OWNER liable for any Assessment a certificate in writing signed by an officer of the ASSOCIATION, setting forth whether the Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

5.7 **Payment of Assessments for Common Expenses.** Each MEMBER shall be required to and shall pay to the ASSOCIATION an amount equal to the Assessment, or installment, for each Unit within the Property then owned by and/or under the jurisdiction of such OWNER on or before the date each Assessment, or installment, is due. In the event any Assessments are made payable in equal periodic payments as provided in the notice from the ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (1) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount; or (2) the ASSOCIATION notifies the OWNER in writing of a change in the amount and/or frequency of the periodic payments. Notwithstanding the foregoing, in no event shall any Assessment payable by any OWNER be due less than ten (10) days from the date of the notification of such Assessment.



**5.8 Assessments for Common Expenses For Units Owned by the DEVELOPER.**

Notwithstanding anything contained in this Section to the contrary, the DEVELOPER shall not be required to pay Assessments for any Units owned by the DEVELOPER; provided, however, that, in accordance with Section 720.308, Florida Statutes, DEVELOPER shall be obligated for any operating expenses incurred that exceed the assessments received from the OWNERS and other income of the ASSOCIATION. DEVELOPER may elect to make a loan to the ASSOCIATION to assist the ASSOCIATION with its financial needs. In such event, the ASSOCIATION shall be required to repay the DEVELOPER the full loan amount, plus a reasonable interest rate, within a reasonable period of time.

**5.9 Monetary Defaults and Collection of Assessments.**

5.9.1 Interest. If any OWNER is in default in the payment of any Assessment for more than ten (10) days after same is due, or in the payment of any other monies owed to the ASSOCIATION for a period of more than ten (10) days after written demand by the ASSOCIATION, the ASSOCIATION may charge such OWNER interest at the highest rate permitted by the laws of Florida, on the amount owed to the ASSOCIATION. Such interest shall accrue from the due date of the Assessment, on the monies owed.

5.9.2 Acceleration of Assessments. If any OWNER is in default in the payment of any Assessment or any other monies owed to the ASSOCIATION for more than ten (10) days after written demand by the ASSOCIATION, the ASSOCIATION shall have the right to accelerate and require such defaulting OWNER to pay to the ASSOCIATION Assessments for Common Expenses for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments for Common Expenses. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular Assessments for Common Expenses, for all Special Assessments, and/or all other Assessments and monies payable to the ASSOCIATION.

5.9.3 Collection. In the event any OWNER fails to pay any Assessment, Special Assessment or other monies due to the ASSOCIATION within ten (10) days of the date when due, the ASSOCIATION may take any action deemed necessary in order to collect such Assessments, Special Assessments or monies including, but not limited to, retaining the services of a collection agency or attorney to collect such Assessments, Special Assessments or monies, initiating legal proceedings for the collection of such Assessments, Special Assessments or monies, recording a Claim of Lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action. The OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION incident to the collection of any Assessment, Special Assessment or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including, but not limited to, reasonable attorneys' fees, and attorneys' fees and costs incurred on the appeal of any lower court decision, reasonable administrative fees of the DEVELOPER and/or the ASSOCIATION, and all sums paid by the ASSOCIATION for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the ASSOCIATION's lien. The ASSOCIATION shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any Assessments, Special Assessments or monies owed to it; and if the ASSOCIATION becomes the

OWNER of any Unit by reason of such foreclosure, it shall offer such Unit for sale within a reasonable time and shall deduct from the proceeds of such sale all Assessments, Special Assessments or monies due it. All payments received by the ASSOCIATION on account of any Assessments, Special Assessments or monies owed to it by any OWNER shall be first applied to payments and expenses incurred by the ASSOCIATION, then to interest, then to any unpaid Assessments, Special Assessments or monies owed to the ASSOCIATION in the inverse order that the same were due.

5.9.4 Lien for Assessment, Special Assessment and Monies Owed to ASSOCIATION. The ASSOCIATION shall have a lien on all Property owned by an OWNER for any unpaid Assessments (including any Assessments which are accelerated pursuant to this DECLARATION), Special Assessments or other monies owed to the ASSOCIATION by such OWNER, and for interest, reasonable attorneys' fees incurred by the ASSOCIATION incident to the collection of the Assessments, Special Assessments and other monies, or enforcement of the lien, for reasonable administrative fees incurred by the DEVELOPER and/or the ASSOCIATION, and for all sums advanced and paid by the ASSOCIATION for taxes and on account of superior mortgages, liens or encumbrances in order to protect and preserve the ASSOCIATION's lien. To give public notice of the unpaid Assessment, Special Assessment or other monies owed, the ASSOCIATION may record a Claim of Lien in the Public Records of Okeechobee County, Florida, stating the description of the Unit(s), and name of the OWNER, the amount then due, and the due dates. The lien is in effect until all sums secured by it (including sums which became due after the recording of the Claim of Lien) have been fully paid. The Claim of Lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

5.9.5 Transfer of a Unit after Assessment. The ASSOCIATION's lien shall not be affected by the sale or transfer of any Unit. In the event of any such sale or transfer, both the new OWNER and the prior OWNER shall be jointly and severally liable for all Assessments, Special Assessments, interest, and other costs and expenses owed to the ASSOCIATION which are attributable to any Unit purchased by or transferred to such new OWNER. A new OWNER by accepting a Deed for the Unit expressly agrees to the provisions of this section.

5.9.6 Subordination of the Lien to Mortgages. The lien of the ASSOCIATION for Assessments or other monies shall be subordinate and inferior to the lien of any first mortgage in favor of an Institutional Lender recorded prior to the recording of a Claim of Lien by the ASSOCIATION. For purposes of this DECLARATION, "Institutional Lender" shall mean and refer to the DEVELOPER, a bank, savings bank, savings and loan association, insurance company, real estate investment trust, or any other recognized lending institution. If the ASSOCIATION's lien or its rights to any lien for any such Assessments, Special Assessments, interest, expenses or other monies owed to the ASSOCIATION by any OWNER is extinguished by foreclosure of a mortgage held by an Institutional Lender, such sums shall thereafter be Common Expenses, collectible from all OWNERS including such acquirer, and its successors and assigns.

5.10 **Certificate as to Unpaid Assessments or Default.** Upon request by any OWNER, or an Institutional Lender holding a mortgage encumbering any Unit, the ASSOCIATION shall execute and deliver a written certificate as to whether or not such OWNER is in default with respect to the payment of any Assessments, Special Assessments or any monies owed in accordance with the terms of this DECLARATION.

5.11 **Exempt Property.** The following property subject to this DECLARATION shall be exempted from the Assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Areas; and all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from Assessments, charges or liens.

## 6 **COMMON STRUCTURAL ELEMENTS.**

6.1 **Common Structural Elements.** Each building containing Townhouse Units ("Building") shall contain Common Structural Elements which include, but are not limited to, the following:

6.1.1 All utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which are located on or within the Building and which directly or indirectly in any way service more than one (1) Unit in the Building.

6.1.2 All division walls ("Party Walls") between two (2) Units located upon a lot line between two (2) Units. A division wall is found to be not on a lot line shall not preclude that division wall from being a Party Wall. The OWNERS of the Units adjacent to a Party Wall shall own such Party Wall as tenants in common.

6.1.3 The entire roof of the Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without limitation, the roof covering, roof trim and roof drainage fixtures, all of which are collectively referred to herein as the "Roofing".

6.1.4 Any and all walls or columns necessary to support the roof structure, all of which are collectively referred to herein as "Bearing Walls."

6.1.5 Any and all siding, finish, trim, exterior sheathings and other exterior materials and appurtenances on the exterior of the Building, all of which are collectively referred to herein as the "Exterior Finish."



6.1.6 The entire concrete floor slab, or wood floor system if utilized in lieu thereof, and all foundational and support structures and appurtenances thereto, all of which are collectively referred to as the "Flooring."

6.1.7 The walls (other than Party Walls) or fences erected or which may be erected along the lot lines and all foundational and support structures with respect thereto.

6.2 **Encroachments.** Any Common Structural Elements, or parts thereof, extending beyond a Unit or into the Common Area, shall not be deemed to violate the provisions of this DECLARATION, and such easements as may be necessary to accommodate and permit the Common Structural Elements as same shall be constructed are hereby imposed.

6.3 **Repair and/or Replacement.** Notwithstanding any provision in this DECLARATION to the contrary, in the event any Common Structural Element or part thereof located within a Unit requires maintenance, repair or replacement and the Board determines that the necessity for such maintenance, repair or replacement was not due to any act or failure to act on the part of the OWNER of the Unit in question and the cost of such maintenance, repair or replacement would result in an inequitable and unfair burden upon any particular Unit, then upon such determination by the BOARD, the cost of such maintenance, repair or replacement shall be determined to be the subject of a Special Assessment and shared equally by all of the Units comprising the Building to the extent that such cost is not covered by Homeowners Insurance.

## 7 **ENFORCEMENT OF NONMONETARY DEFAULTS.**

7.1 **Nonmonetary Defaults.** In the event of a violation by any MEMBER or OWNER (other than the nonpayment of any Assessment, Special Assessment or other monies) of any of the provisions of this DECLARATION, or the Governing Documents, the ASSOCIATION shall notify the MEMBER or OWNER of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after the receipt of such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the MEMBER or OWNER fails to commence and diligently proceed to completely cure as soon as practical, the ASSOCIATION may, at its option:

7.1.1 **Specific Performance.** Commence an action to enforce the performance on the part of the MEMBER or OWNER, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

7.1.2 **Damages.** Commence an action to recover damages; and/or

7.1.3 **Corrective Action.** Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any Improvement or performing any maintenance required to be performed by this DECLARATION, including the right to enter upon the Unit to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of this DECLARATION.

7.1.4 **Expenses.** All expenses incurred by the ASSOCIATION in connection with the correction of any violation, or the commencement of any action against any OWNER, including administrative fees and costs and reasonable attorneys' fees and costs, and attorneys' fees and costs incurred on the appeal of any lower court decision, shall be a Special Assessment assessed against the applicable OWNER, and shall be due upon written demand by the ASSOCIATION and collectible as any other Special Assessment under this Section or Section 5.

7.2 **No Waiver.** The failure of the ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this DECLARATION or the Governing Documents shall not constitute a waiver of the right of the ASSOCIATION to enforce such right, provisions, covenant or condition in the future.

7.3 **Rights Cumulative.** All rights, remedies and privileges granted to the ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this DECLARATION or the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the ASSOCIATION thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

7.4 **Enforcement By or Against Other Persons.** In addition to the foregoing, this DECLARATION may be enforced by the DEVELOPER, or the ASSOCIATION, by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this DECLARATION shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such Person was in violation of this DECLARATION. In addition to the foregoing, any OWNER shall have the right to bring an action to enforce this DECLARATION against any Person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any Person. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs, including reasonable attorneys' fees and costs incurred on the appeal of any lower court decision.

7.5 **Certificate as to Default.** Upon request by any MEMBER, or OWNER, or an Institutional Lender holding a mortgage encumbering any Unit, the ASSOCIATION shall execute and deliver a written certificate as to whether or not such MEMBER or OWNER is in default with respect to compliance with the terms and provisions of this DECLARATION.

7.6 **Maintenance**

7.6.1 **Easement.** DEVELOPER hereby grants to the ASSOCIATION and its successors and assigns an easement for ingress and egress over the Property for the purpose

fulfilling its duties of maintenance and/or repair obligations in accordance with the provisions hereof.

7.6.2 ASSOCIATION Responsibility. The ASSOCIATION shall maintain, repair and replace the following portion of the Lots within BRIDGEWATER ON TAYLOR CREEK:

7.6.2.1 All landscaping installed by the DEVELOPER, including periodic lawn mowing.

7.6.2.2 All irrigation systems, installed by the DEVELOPER, including all sprinkler heads, lines and pumps.

7.6.2.3 All roofs, soffits and fascia.

7.6.2.4 Painting or staining any outside or exterior portion of the initial residence constructed on the Lot, including all approved alterations.

Any disagreements concerning the scope of ASSOCIATION's maintenance responsibility or its performance thereof shall be resolved by the BOARD.

7.6.3 Management. The ASSOCIATION may contract with any person or management company for the purposes of carrying out the maintenance services and other obligations of the ASSOCIATION provided for in this DECLARATION.

7.6.4 Common Expenses. The cost of all of the maintenance, repairs and replacements described herein (including electricity for the irrigation system) shall be a Common Expense, provided that each OWNER shall be subject to a Special Assessment for any additional costs or expenses due to their negligence or willful misconduct.

7.6.5 OWNER Responsibilities. The OWNERS shall be responsible for the following:

7.6.5.1 Maintenance of light bulbs in external fixtures controlled from inside the units.

7.6.5.2 Maintenance of patio furniture and landscaping.

7.6.5.3 Cleaning of exterior windows.

## 8 INDEMNIFICATION.

8.1 Indemnification of Officers, Members of the BOARD or Agents. The ASSOCIATION shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil,

criminal, administrative or investigative, by reason of the fact that he is or was a member of the BOARD, employee, Officer or agent of the ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the ASSOCIATION unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

8.1.1 To the extent that a member of the BOARD, Officer, employee or agent of the ASSOCIATION is entitled to indemnification by the ASSOCIATION in accordance with this Section, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

8.1.2 Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the ASSOCIATION in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the member of the BOARD, Officer, employee or agent of the ASSOCIATION to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the ASSOCIATION as authorized in this Section.

8.1.3 The indemnification provided by this Section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of MEMBERS or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Section shall continue as to a Person who has ceased to be a member of the BOARD, Officer, employee or agent of the ASSOCIATION, and shall inure to the benefit of the heirs, executors and administrators of such a Person.

8.1.4 The ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any Person who is or was a member of the BOARD, Officer, employee or agent of the ASSOCIATION, or is or was serving at the request of the ASSOCIATION as a member of the BOARD, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Section.

9 **RESTRICTIVE COVENANTS.** The Property shall be subject to the following Restrictions, reservations and conditions, which shall be binding upon the DEVELOPER and upon each and every OWNER who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

9.1 **Occupancy of Lots.** Each Lot shall be occupied by OWNERS and tenants and their family members and guests and employees, as a residence and for no other purpose, subject to any other provision in this DECLARATION and in the Rules and Regulations relating to use of the Lot.

9.2 **Age.** There is no age restriction in BRIDGEWATER ON TAYLOR CREEK.

9.3 **Clothes Drying Areas.** No portion of the Property shall be used as a drying or hanging area for laundry of any kind unless approved in writing by the DEVELOPER or the ASSOCIATION.

9.4 **Antennas, Aerials, Discs and Flagpoles.** No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the ASSOCIATION. A flagpole for display of the American flag or any other flag shall be permitted only if first approved in writing by the ASSOCIATION, both as to its design, height, location and type of flag. No flagpole shall be used as an antenna.

9.5 **Litter.** In order to preserve the beauty of the Property, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Property except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the ASSOCIATION. All containers, dumpsters and other garbage collection facilities shall be screened, to the extent reasonable under the circumstances, from view from outside the Unit upon which same are located and kept in a clean condition with no noxious or offensive odors emanating therefrom.

9.6 **Subdivision or Partition.** No portion of the Property shall be subdivided except with the DEVELOPER's prior written consent. After the DEVELOPER no longer owns any portion of the Property, written consent must be obtained from the ASSOCIATION. No subdivision or partition of any Unit may be made in a manner inconsistent with local law.

9.7 **Common Area.** Nothing shall be stored, constructed within or removed from the Common Area other than by the DEVELOPER, except with the prior written approval of the BOARD.

9.8 **Insurance Rates.** Nothing shall be done or kept on the Common Area which shall increase the insurance rates of the ASSOCIATION without the prior written consent of the BOARD.



9.9 **Air Conditioners.** Window or wall-mounted air conditioning units are prohibited.

9.10 **Newspapers.** No OWNER or resident shall install or maintain any newspaper box on the Properties. All newspapers delivered to a Lot shall be brought inside daily and shall not be permitted to accumulated on any Lot or common area.

9.11 **Pets and Animals.** OWNERS and tenants are permitted to have pets and animals as a privilege, but only as follows:

9.11.1 Animals and pets shall be restricted to one (1) cat, dog, or bird per unit and fish in reasonable numbers.

9.11.2 When outside of the Unit, all dogs must be accompanied by an attendant who shall have such dog firmly held by collar and leash, which leash shall not exceed eight (8) feet in length. No dogs shall be permitted to run at large outside the Unit.

9.11.3 The owner/custodian of each animal and pet and/or the individual walking same, shall be required to clean up after the animal/pet.

9.11.4 The owner/custodian of the animal or pet shall remove his or her animal or pet from the Property when such animal or pet emits excessive noise such that same may be heard outside of the Unit.

9.11.5 Any pet/animal owner's privilege to have a pet/animal reside in the Property shall be revoked if the pet/animal shall create a nuisance or shall become a nuisance.

9.12 **Exception.** The provisions of Section 9.13 shall yield where necessary to meet the needs of handicapped persons pursuant to fair housing laws.

9.13 **No Business Activity.** No business or commercial activity or enterprise of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on the Properties, including Lots; provided, however that the following shall not violate this Section:

9.13.1 Any business which qualifies as a home occupation under the applicable zoning code shall be permitted. However, a day care or child care facility or operation (regardless of age) shall not be permitted, irrespective of whether same is a home occupation.

9.13.2 The practice of leasing Lots.

9.13.3 The business of operating the ASSOCIATION.

9.14 **Signs.** No signs, freestanding or otherwise installed, shall be erected or displayed to the public view on any Unit. Notwithstanding the foregoing, the DEVELOPER specifically reserves the right for itself, its successors, nominees and assigns and the ASSOCIATION to

place and maintain signs in connection with construction, marketing, sales and rental of Lots and identifying or informational signs anywhere on the Property.

9.15 **Solar Panels.** Solar panels shall be permitted only as required by Florida Statutes Section 163.04, as amended from time to time, and to the extent not prohibited by said statute, the ARB shall be permitted to dictate the placement, screening and color of same.

9.16 **Vehicles and Parking.** The following restrictions apply irrespective of whether the Property in question lies within areas owned by or dedicated to a governmental entity:

9.16.1 **Prohibited Vehicles or Items.** This Section lists prohibited vehicles or items ("Prohibited Vehicles"), which are prohibited anywhere on the Property: Trucks, whether covered or uncovered, whether with a bed top or without; agriculture vehicles; dune buggies, swamp buggies and all terrain and off-road vehicles; any trailer or other device transportable by vehicular towing; semis, tractors or tractor trailers; buses; limousines; travel trailers; commercial vehicles as defined below; vehicles which are an eyesore; campers; recreational vehicles; mobile homes or mobile houses; truck mounted campers attached or detached from the truck chassis; motor homes or motor houses; motor vehicles not having any bodies whatsoever, or incomplete bodies; passenger automobiles that have been converted to a different type of motor vehicle by replacing the original body or by modifying the exterior of the vehicle; vehicles that are noisy, unsightly or junkers, or which have flat or missing tires; vans, unless permitted below; and boat and boat trailers; and other such motor vehicles.

9.16.2 **Non-Prohibited Vehicles.** The following shall not be considered Prohibited Vehicles, subject to other provisions in this DECLARATION;

9.16.2.1 Moving vans for the purpose of loading and unloading, but at no time during the hours of 5:00 p.m. to 8:00 a.m., nor from 5:00 p.m. Saturday to 8:00 a.m. Monday.

9.16.2.2 Vehicles regardless of classification, necessary for the maintenance, care or protection of the Property, during regular business hours, and only for the time period during which the maintenance, care or protection is being provided.

9.16.2.3 Service and delivery vehicles servicing the Property, regardless of classifications, during regular business hours and only for that period of time to render the service or delivery in question.

9.16.2.4 Vehicles for handicapped person, "handicapped" being defined by any fair housing law.

9.16.2.5 Police and Emergency vehicles.

9.16.2.6 Certain vans which are permitted. A two-axle van as defined below which is not a commercial vehicle as defined below; which

contains windows on the rear of the vehicle, on both sides of the vehicle adjacent to the first row of seating, and also at least one set of windows on each side of the vehicle beyond the windows adjacent to the first row of seating.

9.16.2.7 A pickup truck is permitted so long as it does not have a camper top or the like, and is not a commercial vehicle as defined below.

9.16.3 Classification of Vehicles.

9.16.3.1 The most current edition of the N.A.D.A. Official Used Car Guide("Guide") shall determine the classification of whether a vehicle is in fact a truck or van. If the Guide does not contain reference to a particular vehicle, then the manufacturer's classification shall control.

9.16.3.2 If publication of the Guide shall be discontinued, an equivalent publication shall be selected by the BOARD to be used to determine vehicle classifications hereunder. A State registration or title classification shall have no bearing on determination of the classifications under this Section.

9.16.3.3 A "commercial vehicle" shall mean any motor vehicle which has an outward appearance of being used in connection with business, (e.g., the vehicle displays work equipment to view and/or is commercially lettered or contains a commercial or business logo). Actual use of the vehicle shall yield to its outward appearance. A vehicle with a covered sign or logo shall still be considered to be a commercial vehicle. A vehicle with a removable sign or logo shall not, with the sign/logo removed, be considered to be a commercial vehicle unless it meets the definition of "commercial vehicle" even without the sign or logo.

9.16.3.4 A "van" shall mean any motor vehicle which is recognized by the manufacturer to be a type of a van, and which has two (2) axles.

9.16.4 Additional Vehicle Regulations. The following additional regulations apply:

9.16.4.1 No repair (including changing of oil) of a vehicle shall be made on Property except for minor repairs necessary to permit removal of a vehicle. Washing, waxing, or the changing of tires of a vehicle is permitted.

9.16.4.2 No motor vehicle which is of the type of vehicle which is unregistrable shall be driven or operated on any of the Property at any time for any reason.



9.16.4.3 No motor vehicle, including moving vans, shall be parked at any time on the grass/swales of the Property (except for landscaping equipment at the direction of the BOARD).

9.16.4.4 Except where safety dictates otherwise, horns shall not be used or blown while a vehicle is parked, standing in or driving through parking areas. Racing engines and loud exhausts shall be prohibited.

9.16.4.5 No vehicle shall be parked such that it blocks any sidewalk, except where otherwise necessary by moving vans and then only for loading and unloading.

9.16.4.6 All vehicles must be in working order; no vehicles on blocks, jacks or ramps, shall be permitted.

9.16.5 Towing. If upon the ASSOCIATION's provision of that notice required by Section 715.07, Florida Statutes and applicable County Ordinances, as amended from time to time, an offending vehicle owner does not remove a prohibited or improperly parked vehicle from the Property, the ASSOCIATION shall have the power and right to have the vehicle towed away at the vehicle owner's expense.

9.16.6 Enforcement Powers. Whether or not the ASSOCIATION exercises its right to have the vehicle so towed, the ASSOCIATION shall nonetheless have the right to seek compliance with this Section by injunctive and other relief through the courts; and/or any other remedy conferred upon the ASSOCIATION by law or the DECLARATION, Articles and By-laws. The ASSOCIATION's right to tow shall in no way be a condition precedent to any other remedies available to the ASSOCIATION incident to the enforcement of this Section.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein may be towed by the ASSOCIATION at the sole expense of the owner of such vehicle or recreational equipment if (i) it remains in violation for a period of twenty-four (24) consecutive hours or (ii) it remains in violation for a period of forty-eight (48) nonconsecutive hours in any seven (7) day period. The ASSOCIATION shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal or failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

9.17 Solicitation. No business solicitation whatsoever shall be permitted in the Community, whether or not such solicitation is for the benefit of a non-profit organization, whether in person or by hand delivery of letters, without the permission of the BOARD. This shall not preclude an OWNER from inviting a person or firm to enter BRIDGEWATER ON TAYLOR CREEK for the purpose of contracting business with an OWNER.

9.18 Leasing of Lots with Dwelling Structures.

9.18.1 General. An OWNER may lease only his entire Lot, and then only in accordance with the DECLARATION, without the need for ASSOCIATION approval. However, each OWNER shall be required to advise the ASSOCIATION of any lease or change in occupancy, and the ASSOCIATION shall be permitted to adopt a form for the OWNER and/or lessee to execute providing reasonable information relating to same.

9.18.2 Contents of Lease Agreement. Every lease, whether oral or written shall contain, and if it does not contain, shall automatically be deemed to contain, the following:

9.18.2.1 The lessee and all occupants shall abide by all provisions of the Governing Documents and reasonable Rules and Regulations, as amended from time to time, and the failure to do so shall constitute a material default and breach of the lease.

9.18.2.2 Any assessments or Charges, together with interest, late fees, costs and attorneys' fees, due and owing by the OWNER/landlord shall be paid by the lessee directly to the ASSOCIATION, so long as the ASSOCIATION notifies the OWNER/landlord and lessee of such sums due and owing, and lessee shall not be in breach of the lease for making such payments and deducting same from the rent due and owing to the landlord; the foregoing shall not change the fact that the OWNER shall remain primarily liable for the payment of any and all such sums to the ASSOCIATION until same are paid in full.

9.18.2.3 The parties recognize that the ASSOCIATION, as agent for the landlord/OWNER, has the power to evict the tenants and occupants under Chapter 83, Florida Statutes, for violations of the Governing Documents and reasonable Rules and Regulations, as amended from time to time.

9.18.3 Subleasing; Renting Rooms. Subleasing of a Lot shall be absolutely prohibited. Furthermore, no rooms shall be rented in any Lot. The intention is that only entire Lots may be rented, and Lots may not be sublet.

9.18.4 Frequency of Leasing. No lease shall be made more often than once in any 12 month period. For purposes of calculation, a lease shall be considered as made on the first day of the lease term.

9.18.5 Lease Terms. The minimum permitted lease term shall be six months.

9.19 **Ownership Transfer of Lots**. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Lots, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of the ownership of a Lot shall be subject to the following provisions so long as the Community exists, which provisions each OWNER of a Lot agrees to observe.

#### 9.19.1 Forms of Ownership.

9.19.1.1 General. Except as otherwise provided in this Section, there is no limit as to how a Lot may be owned.

9.19.1.2 Life Estate. A Lot may be subject to a life estate, either by operation of law or by a voluntary conveyance. In that event, the life tenant shall be the MEMBER from such Lot, and the occupancy of the Lot shall be as if the life tenant was the only OWNER. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the ASSOCIATION. The life tenant shall be liable for all assessments and Charges against the Lot. Any consent or approval required of MEMBER may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-OWNERS.

9.19.2 Transfer of Ownership of Lots. OWNERS may transfer title to Lots without the need for ASSOCIATION approval. However, each OWNER shall be required to advise the ASSOCIATION of any transfer of ownership, and the ASSOCIATION shall be permitted to adopt a form for the OWNER and/or purchaser/new OWNER to execute providing reasonable information relating to same.

9.20 Compliance with Documents. Each OWNER (including each Resident) and his family members, guests, invitees, lessees and their family members, guests, and invitees; and his or its tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by this DECLARATION. The conduct of the foregoing parties shall be considered to be the conduct of the OWNER responsible for, or connected in any manner with, such individual's presence. Such OWNER shall be liable to the ASSOCIATION for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties (but only to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION) which shall be paid for by the OWNER as a Special Assessment as provided in Section 5. Failure of an OWNER to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this DECLARATION shall not in any way act to limit or divest the right to enforcement of these provisions against the OWNER or such other Person. The ASSOCIATION may require each OWNER to sign an acknowledgment that the OWNER has read and understands all of the ASSOCIATION'S rules, and agrees to abide by them.

9.21 Exculation of the DEVELOPER, the BOARD and the ASSOCIATION. The DEVELOPER, the BOARD and the ASSOCIATION may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without liability of any nature to the OWNER or any other Person for any reason whatsoever, and any permission or approval granted shall be binding upon all Persons.

9.22 **No Implied Waiver.** The failure of the ASSOCIATION or the DEVELOPER to object to an OWNER's or other party's failure to comply with these Covenants or any other Governing Documents (including any Rules and Regulations promulgated) shall in no event be deemed a waiver by the DEVELOPER or the ASSOCIATION, or any other Person having an interest therein, of that OWNER's or other party's requirement and obligation to abide by these Covenants.

9.23 **Imposition of Fines for Violations.** It is acknowledged and agreed among all OWNERS that a violation of any of the provisions of this Section by an OWNER or Resident may impose irreparable harm to the other OWNERS or Residents. All OWNERS agree that a fine not to exceed One Hundred and No/100 Dollars (\$100.00) per day may be imposed by the DEVELOPER or ASSOCIATION for each day a violation continues after notification by the DEVELOPER or the ASSOCIATION, and fines may exceed One Thousand and No/100 Dollars (\$1,000.00) in the aggregate. No fine or suspension of OWNERS rights shall be imposed without notice to the OWNER of at least 14 days. The OWNER shall be entitled to an opportunity for a hearing before a committee of at least 3 members appointed by the Board who are not officers, directors or employees of the ASSOCIATION, or the spouse, parent, child, brother or sister of an officer, director or employee. If the Committee, by majority vote does not approve a proposed fine or suspension, it may not be imposed. The Committees decision is final.

The foregoing requirements do not apply to fines or suspensions for failure to pay assessments or other charges. All fines collected shall be used for the benefit of the ASSOCIATION. Any fine levied shall be paid within fifteen (15) days after mailing of notice of the fine. If not paid within said fifteen (15) days the amount of such fine shall accrue interest at the highest interest rate allowed by the laws of Florida.

10 **INSURANCE AND CONDEMNATION.** The ASSOCIATION shall purchase and maintain the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the ASSOCIATION Expenses:

10.1 **Public Liability Insurance.** A comprehensive policy or policies of general liability insurance naming the ASSOCIATION and, for so long as DEVELOPER owns any Unit, DEVELOPER as named insureds thereof and including the OWNERS as insureds thereunder insuring against any and all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Common Area and any improvements and Buildings located thereon and/or the Common Structural Elements and for any other risks insured against by such policies with limits of not less than One Million Dollars (\$1,000,000) for any single occurrence. Such coverage shall include as appropriate, without limitation, protection against any legal liability that results from lawsuits related to employment contracts in which the ASSOCIATION is a party; bodily injury and property damage liability that results from the operation, maintenance or use of the Common Area and/or the Common Structural Elements; water damage liability; liability for non-owned and hired automobiles; liability for property of others and such other risks as are customarily covered with respect to areas similar to the Common Area and/or to the Common Structural Elements. The insurance purchased shall contain a Severability of Interest endorsement, or equivalent coverage, which would preclude the insurer from denying the claim of an OWNER



because of the negligent acts of either the ASSOCIATION, DEVELOPER or any other OWNERS or deny the claim of either DEVELOPER or ASSOCIATION because of negligent acts of the other or the negligent acts of an OWNER. All liability insurance shall contain cross liability endorsements to cover liabilities of the OWNERS as a group to an OWNER. Each OWNER shall be responsible for the purchasing of liability insurance for accidents occurring in his own Unit and, if the OWNER so determines, for supplementing any insurance purchased by the ASSOCIATION. Notwithstanding the foregoing, in the event the Board determines that the cost of public liability insurance is economically unwarranted, the Board may determine to either reduce the amount of such insurance, increase the deductible amount or discontinue coverage.

10.2 **Hazard Insurance.** Each OWNER shall be responsible for the purchase of casualty insurance for all of his personal property. The ASSOCIATION shall obtain casualty insurance with such coverage and in such amounts as it may determine from time to time for the purpose of providing casualty insurance coverage for all insurable property and improvements, including Fire and Extended Coverage, Vandalism and Malicious Mischief Insurance, all of which insurance shall insure all of the insurable improvements, including personal property owned by the ASSOCIATION, in and for the interest of the ASSOCIATION, all OWNERS and their mortgagees, as their interests may appear, with a company (or companies) acceptable to the standards set by the BOARD. The ASSOCIATION shall purchase insurance for each Building now located or which may hereafter be located or built in an amount equal to one hundred percent (100%) of the "Replacement Value" thereof. The term "Replacement Value" shall mean one hundred percent (100%) of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage as determined annually by the BOARD. The BOARD may determine the kind of coverage and proper and adequate amount of insurance. The casualty insurance shall contain an "agreed amount endorsement" or its equivalent, "inflation guard endorsement," and, if determined necessary, an "increased cost of construction endorsement" or "continuant liability from operation of building laws endorsement" or a "demolition endorsement" or the equivalent. The Casualty Insurance shall insure the Buildings from loss or damage caused by or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement and by sprinkler leakage, windstorm, vandalism, malicious mischief, debris removal and demolition, and such other risks as shall customarily be covered with respect to projects or developments similar to the Buildings in construction, location and use.

10.3 **Flood Insurance.** If determined appropriate by the Board or if required by an Institutional Mortgagee, a master or blanket policy of flood insurance covering the ASSOCIATION Property and the Buildings, if available, under the National Flood Insurance Program, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurance Insurers ASSOCIATION, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program, or one hundred percent (100%) of the current replacement cost of all Buildings and other insurable property located in the flood hazard area.

10.4 **Form of Policy and Insurance Trustee.** The ASSOCIATION may, to the extent possible and not inconsistent with the foregoing, obtain one (1) policy to insure all of the insurable improvements operated by the ASSOCIATION. The premiums for such coverage and

other expenses in connection with said insurance shall be paid by the ASSOCIATION and assessed as part of the Quarterly Assessment. The company (or companies) with which the ASSOCIATION shall place its insurance coverage, as provided in this DECLARATION, must be a good and responsible company (or companies) authorized to do business in the State of Florida. In addition, the insurance agent must be located in the State of Florida. The ASSOCIATION shall have the right to designate a trustee ("Insurance Trustee") and upon the request of the Institutional Mortgagee holding the highest dollar indebtedness encumbering Units ("Lead Mortgagee") shall designate an Insurance Trustee. Thereafter the ASSOCIATION from time to time shall have the right to change the Insurance Trustee to such other trust company authorized to conduct business in the State of Florida or to such other person, firm or corporation as Insurance Trustee as shall be acceptable to the BOARD and the Lead Mortgagee. The Lead Mortgagee shall have the right, for so long as it holds the highest dollar indebtedness encumbering Units within BRIDGEWATER ON TAYLOR CREEK to approve: (i) the form of the insurance policies; (ii) the amounts thereof; (iii) the company or companies which shall be the insurers under such policies; (iv) the insurance agent or agents; and (v) the designation of the Insurance Trustee if it deems the use of an Insurance Trustee other than the Board to be necessary, which approval(s) shall not be unreasonably withheld or delayed; provided, however, for so long as DEVELOPER owns any Unit(s), DEVELOPER shall have the right, but not the obligation, to require the ASSOCIATION to designate an Insurance Trustee other than the BOARD. Notwithstanding anything to this DECLARATION to the contrary, the Board may act as the Insurance Trustee hereunder unless otherwise required by the Lead Mortgagee or DEVELOPER. The Lead Mortgagee shall inform the ASSOCIATION by written notification if it requires the use of an Insurance Trustee other than the BOARD. If the use of an Insurance Trustee other than the BOARD is requested in writing, then the Lead Mortgagee shall be deemed to have approved the Insurance Trustee unless the Lead Mortgagee's written disapproval is received by the ASSOCIATION within thirty (30) days after notice from the ASSOCIATION of the identity of the proposed Insurance Trustee. If no Insurance Trustee is required, the Board shall receive, hold and expend insurance proceeds in the manner hereinafter provided as if it were the Insurance Trustee.

10.5 **Required Policy Provisions.** All such aforesaid policies shall provide that they may not be cancelled without at least ten (10) days' prior written notice to the ASSOCIATION and "Listed Mortgagees" (as hereinafter defined) and shall be deposited with the Insurance Trustee upon its written acknowledgment that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee. In the event of a casualty loss, the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its service as Insurance Trustee. The ASSOCIATION is hereby irrevocably appointed agent for each OWNER to adjust all claims arising under insurance policies purchased by the ASSOCIATION. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies nor for the failure to collect any insurance proceeds. The ASSOCIATION may determine to act as Insurance Trustee, in which event references herein to Insurance Trustee shall refer to the Board.

10.6 **Restrictions of Mortgagees.** No mortgagee shall have any right to participate in the determination of whether property is to be rebuilt, nor shall any mortgagee have the right to

apply insurance proceeds to repayment of its loan unless such proceeds are distributed to OWNERS and/or their respective mortgagees.

**10.7 Distribution of Insurance Proceeds and Losses.** The duty of the Insurance Trustee shall be to receive any and all proceeds from the insurance policies held by it and to hold such proceeds in trust for the ASSOCIATION, OWNERS and mortgagees under the following terms:

10.7.1 In the event a loss, insured under the policies held by the Insurance Trustee, occurs to any improvements within any of the Units alone, without any loss to any other improvements, the Insurance Trustee shall immediately pay all proceeds received because of such loss directly to the OWNERS of the Units damaged and their mortgagees, if any, as their interests may appear, and it shall be the duty of these OWNERS to use such proceeds to effect necessary repair to the Units. The Insurance Trustee, where other than the ASSOCIATION, may rely upon the written statement of the ASSOCIATION as to whether or not there has been a loss to the Units alone, the Common Structural Elements or any combination thereof.

10.7.2 In the event that a loss of Fifty Thousand Dollars (\$50,000) or less occurs to improvements within one (1) or more Units and to improvements within Common Structural Elements contiguous thereto, or to improvements within the Common Structural Elements, the Insurance Trustee shall pay the proceeds received as a result of such loss to the ASSOCIATION. Upon receipt of such proceeds, the ASSOCIATION will cause the necessary repairs to be made to the improvements within the Common Structural Elements and within the damaged Units. In such event, should the insurance proceeds be sufficient to repair the improvements within the Common Structural Elements, but insufficient to repair all of the damage within the Units, the proceeds shall be applied first to completely repair the improvements within the Common Structural Elements and the balance of the funds ("Balance") shall be apportioned by the ASSOCIATION to repair the damage to the improvements within Units, which apportionment shall be made to each Unit in accordance with the proportion of damage sustained to improvements within said Units as estimated by the insurance company whose policy covers such damage. Any deficiency between the Balance apportioned to a damaged Unit and the cost of repair shall be paid as a special assessment to the ASSOCIATION by the OWNER of such damaged Unit.

10.7.3 In the event the Insurance Trustee receives proceeds in excess of the sum of Fifty Thousand Dollars (\$50,000) as a result of damages to the improvements within the Common Structural Elements and/or Units and Common Structural Elements that are contiguous, then the Insurance Trustee shall hold, in trust, all insurance proceeds received with respect to such damage, together with any and all other funds paid as hereinafter provided, and shall distribute the same as follows:

10.7.3.1 The BOARD shall obtain or cause to be obtained reliable and detailed estimates and/or bids for the cost of rebuilding and reconstructing the damage and for the purpose of determining whether insurance proceeds are sufficient to pay for the same.



10.7.3.2 In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements, or upon the collection of the necessary funds that are described in subparagraph 10.7.3.3 below, then the damaged improvements shall be completely repaired and restored. In this event, all payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee and execute affidavits required by law, by the ASSOCIATION, by any Institutional Trustee and shall deliver the same to the Insurance Trustee. Further, the ASSOCIATION shall negotiate and obtain a contractor willing to do the work on a fixed price basis or some other reasonable terms under the circumstances, which said contractor shall post a performance and payment bond, and the Insurance Trustee shall disburse the insurance proceeds and other funds held in trust in accordance with the progress payments contained in the construction contract between the ASSOCIATION and the contractor. Subject to the foregoing, the BOARD shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

10.7.3.3 In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements within the Common Structural Elements and Units contiguous to such damaged Common Structural Elements, the Board shall hold a special meeting to determine a special assessment against all of the OWNERS to obtain any necessary funds to repair and to restore such damaged improvements. Upon the determination by the BOARD of the amount of such special assessment, the BOARD shall immediately levy such special assessment against the respective Units setting forth the date or dates of payment of the same, and any and all funds received from the OWNERS pursuant to such special assessment shall be delivered to the Insurance Trustee and disbursed as provided in subparagraph 10.7.3.2 immediately preceding. In the event the deficiency between the estimated cost of the repair and replacement of the damaged property and the insurance proceeds exceeds the sum of Twenty-Five Thousand Dollars (\$25,000), and three-fourths (3/4) of the OWNERS advise the Board in writing on or before the date for the first payment thereof that they are opposed to a special assessment, then the Insurance Trustee shall divide the net insurance proceeds equally among the OWNERS and shall promptly pay each share of such proceeds to the OWNERS and mortgagees of record as their interests may appear ("Insurance Proceeds Distribution"). In making any such Insurance Proceeds Distribution to the OWNERS and mortgagees, the Insurance Trustee may rely upon a certificate of an abstract company as to the names of the then OWNERS and their respective mortgagees. Any Insurance Proceeds Distribution shall also require the approval of the Lead Mortgagee.

10.7.4 In the event that after the completion of and payment for the repair and reconstruction of the damage to the damaged property and after the payment of the Insurance

Trustee's fee with respect thereto any excess insurance proceeds remain in the hands of the Insurance Trustee, then such excess shall be disbursed in the manner of the Insurance Proceeds Distribution. However, in the event such repairs and replacements were paid for by any special assessment as well as insurance proceeds, then it shall be presumed that the monies disbursed in payment of any repair, replacement and reconstruction were first disbursed from insurance proceeds and any remaining funds held by the Insurance Trustee shall be distributed to the OWNERS in proportion to their contributions by way of special assessment.

10.7.5 In the event the Insurance Trustee has on hand, within ninety (90) days after any casualty or loss, insurance proceeds and, if necessary, funds from any special assessment sufficient to pay fully any required restoration and repair with respect to such casualty or loss, then no mortgagee shall have the right to require the application of any insurance proceeds or special assessment to the payment of its loan. Any provision contained herein for the benefit of any mortgagee may be enforced by a mortgagee.

10.7.6 Any repair, rebuilding or reconstruction of damaged property shall be substantially in accordance with the architectural plans and specifications for BRIDGEWATER ON TAYLOR CREEK, as: (i) originally constructed; (ii) reconstructed; or (iii) new plans and substantial change in new plans and specifications approved by the Board from the plans and specifications of BRIDGEWATER ON TAYLOR CREEK as previously constructed shall require approval by the Lead Mortgagee.

10.7.7 The BOARD shall determine, in its sole and absolute discretion, whether damage or loss has occurred to improvements with Units alone, Common Structural Elements alone or to improvements within any combination thereof.

10.7.8 Notwithstanding anything in this Section to the contrary, the amounts set forth for the purchase of insurance in this Section are the minimum amounts to be purchased. Therefore, OWNERS or the ASSOCIATION, as the case may be, may purchase insurance in excess of the amounts set forth herein. The amounts set forth do not constitute a representation of warranty of any kind by DEVELOPER or the ASSOCIATION as to the proper amount or kinds of insurance required.

10.7.9 Policies insuring the property purchased pursuant to the requirements of this Section shall provide that any insurance trust agreement shall be recognized; the right of subrogation against OWNERS will be waived; the insurance will not be prejudiced by any acts or omission of individual OWNERS who are not under the control of the ASSOCIATION; and the policy will be primary, even if an OWNER has other insurance that covers the same loss.

10.7.10 Nothing contained herein shall prohibit the ASSOCIATION from obtaining a "Master" or "Blanket" form of insurance to meet the requirements of this Section, provided that the coverages required hereunder are fulfilled.

10.8 **Fidelity Coverage.** Adequate Fidelity Coverage to protect against dishonest acts of the officers and employees of the ASSOCIATION and the Directors and all others who handle are responsible for handling funds of the ASSOCIATION (whether or not they receive

compensation), such coverage to be in the form of fidelity bonds which meet the following requirements:

10.8.1 Such bonds shall name the ASSOCIATION as an obligee and premiums therefor shall be paid by the ASSOCIATION;

10.8.2 Such bonds shall be written in an amount equal to at least the sum of one-quarter (1/4) of the annual Assessments on all Contributing Units, plus the Reserves, if any, but in no event less than Ten Thousand Dollars (\$10,000) for each such person; and

10.8.3 Such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

Notwithstanding the foregoing, in the event the ASSOCIATION determines that the cost of such insurance is economically unwarranted or is not obtainable, the ASSOCIATION may determine to either reduce the amount of such insurance, increase the deductible amount of discontinue coverage.

10.9 **Cancellation or Modification.** All insurance policies purchased by the ASSOCIATION shall provide that they may not be cancelled (including for nonpayment of premiums) or substantially modified without at least ten (10) days prior written notice to the ASSOCIATION and to each first mortgage holder named in the mortgage clause.

10.10 **Condemnation.** In the event the ASSOCIATION receives any award or payment arising from the taking of any ASSOCIATION Property or any part thereof as a result of the exercise of the right of condemnation or eminent domain. The net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the ASSOCIATION and approved by OWNERS owning at least two-thirds (2/3) of the Units, and the remaining balance thereof, if any, shall then be distributed pro rata to OWNERS and mortgagees of lots as their respective interests may appear.

## **11 DEVELOPER'S LOTS AND PRIVILEGES; DEVELOPER DESIGNEES**

The following provisions shall apply in addition to any and all provisions contained elsewhere in this DECLARATION with respect to the DEVELOPER's Lots and privileges. The provisions of this Section shall take precedence over any other provisions to the contrary in this DECLARATION, or in the Articles or By-Laws.

11.1 **Changes in General Plan of Development.** Until the completion of all of the contemplated improvements to the Properties in BRIDGEWATER ON TAYLOR CREEK and the sale of all Lots contemplated within BRIDGEWATER ON TAYLOR CREEK, the DEVELOPER reserves the right, without joinder of any person or entity, to make such changes to the General Plan of Development as may be required by any lender, governmental authority, or as may be, in its judgment, necessary or desirable; provided that any changes when made will provide facilities as good as or better than those shown on the development plans filed with the appropriate governmental authority.

11.2 **Deposits and Payments.** The DEVELOPER shall be entitled to receive back any and all deposits refunded by any utility company or governmental authority, and shall be entitled to payments received by the ASSOCIATION with respect to the construction of private street lights, if any.

11.3 **Sales/Lease Activities.** The DEVELOPER, until all of the lots contemplated within BRIDGEWATER ON TAYLOR CREEK have been sold and closed, shall be irrevocably empowered to sell, lease or rent lots to any person or entity approved by the DEVELOPER without any interference or objection from the ASSOCIATION, and without any limitation. Furthermore, the DEVELOPER reserves the right to retain title to any lots and lease all or portions of same, without any intention of selling them. The DEVELOPER shall have the right to transact upon the Properties any business necessary to consummate the sale/lease of lots, including, but not limited to, the right to construct, install, maintain and use temporary construction, office, storage and sales facilities, place signs, banners and flags on the Properties for construction or sales purposes; use the Common Area for sales offices or for sales and promotional purposes; the right to maintain models, have signs, employees in the office, use the Common Areas and to show Units and conduct sales activities relating to property owned by the DEVELOPER or any of its affiliates which are situated outside of BRIDGEWATER ON TAYLOR CREEK. Any sales office, signs, fixtures, furnishings or other tangible personal property belonging to the DEVELOPER shall not be considered as part of the Properties nor owned by the ASSOCIATION and shall remain the property of the DEVELOPER.

11.4 **Special Provision Regarding The DEVELOPER's Designees.** The DEVELOPER shall be permitted, without relinquishing any rights of the DEVELOPER hereunder, to designate certain builders and contractors (whether or not affiliated with the DEVELOPER) who shall be permitted to transact any business necessary to consummate the sale/lease of Lots, including, but not limited to, the right to maintain models, have signs, staff employees, maintain offices, use the Properties and show Lots. The DEVELOPER shall be permitted to impose limitation(s) upon anyone or more of said builders and contractors in connection with same. Any sales office, signs, fixtures or furnishings or other tangible personal property belonging to the particular builder and/or contractor shall not be considered as part of the Properties nor owned by the ASSOCIATION and shall remain the property of the particular builder and/or contractor.

11.5 **Charges and Liens; Common Expenses.**

11.5.1 **Exemption from Interest and Late Charges.** The DEVELOPER's Lots shall be exempt from any obligation to pay interest or late fees with respect to non-payment of monies due and owing by the DEVELOPER to the ASSOCIATION, and at no time shall the ASSOCIATION be permitted to file a Claim of Lien against any Lot owned by the DEVELOPER. The DEVELOPER shall be entitled to injunctive relief and/or damages, including punitive damages, for any such liens filed.

11.5.2 Credits. The DEVELOPER shall be permitted to pay any common expenses of the ASSOCIATION, and when doing so, shall be entitled to credit/offset against any sums due and owing by the DEVELOPER to the ASSOCIATION.

11.6 Assignment and Assumption of DEVELOPER's Rights and Privileges. The DEVELOPER hereby reserves the right to assign any or all of the rights of the DEVELOPER under the Governing Documents, in whole or in part, with respect to the Properties, to any other person or entity. In connection with such assignment, any assignee shall not be liable for any action of a prior developer. Any Institutional Mortgagee acquiring title to any of the Properties by foreclosure or by a deed in lieu of foreclosure has the right, but not the obligation, to assume any of the rights and obligations of the DEVELOPER; and regardless of such assumption, shall have the right to assign any rights of the DEVELOPER under the Governing Documents to any subsequent purchaser from the Institutional Mortgagee.

## 12 MISCELLANEOUS PROVISIONS.

12.1 Common Area and Other Disputes With the DEVELOPER. In the event that there are any warranty, negligence or other claims against the DEVELOPER or any party having a right of contribution from, or being jointly and severally liable with, the DEVELOPER (the "Claims") relating to the design, construction, furnishing or equipping of the Common Area, or other Properties, same shall be adjudicated pursuant to binding arbitration, rather than civil litigation, as permitted by the Florida Arbitration Code (the "Code"), Chapter 682, Florida Statutes, in the following manner:

12.1.1 The party making the Claims, which shall include the ASSOCIATION as well as any OWNER, (the "Claimant") shall notify the DEVELOPER in writing of the Claims, specifying with particularity the nature of each component thereof and providing a true and complete copy of each and every report, study, surveyor other document supporting or forming the basis of the Claims. Such notice shall be provided to the DEVELOPER within one hundred and twenty (120) days after the date for the DEVELOPER to relinquish control of the BOARD as provided for in the By-laws. The failure of the ASSOCIATION or any OWNER to provide the DEVELOPER written notice within such time period shall act as a bar to the ASSOCIATION or OWNER filing any Claims against the DEVELOPER. Such bar shall not serve to permit the ASSOCIATION or any OWNER to then file any Claim in court.

12.1.2 Within thirty (30) days of receipt of the notice of the Claims, the DEVELOPER will engage, at its own expense, a duly licensed engineer or architect, as appropriate (the "Arbitrator") to serve as the arbitrator of the Claims pursuant to the Code. Such engineer or architect shall be independent of the DEVELOPER and the Claimant, not having any then-current business relationship with the DEVELOPER or Claimant, other than by virtue of being the Arbitrator. Upon selecting the Arbitrator, the DEVELOPER shall notify the Claimant of the name and address of the Arbitrator.

12.1.3 Within thirty (30) days after the DEVELOPER notifies the Claimant of the name and address of the Arbitrator, the Claimant and the DEVELOPER shall be permitted to



provide the Arbitrator with any pertinent materials to assist the Arbitrator in rendering his findings.

12.1.4 Within sixty (60) days from the date of his appointment, the Arbitrator shall review the Claims and supporting materials, inspect the Common Area or other Properties in question, and all appropriate plans, specifications and other documents relating thereto, and render a report (the "Final Report") to the DEVELOPER and the Claimant setting forth, on an item by item basis, his findings with respect to the Claims and the method of correction of those he finds to be valid. If the DEVELOPER so requests, by written notice to the Arbitrator, the Arbitrator will specify the estimated cost of the correction of each of those Claims he finds to be valid and shall offset therefrom costs reasonably attributable to any ASSOCIATION failure to maintain or mitigate or to any contributory negligence, in all cases whether chargeable to the Claimant or others. At the request of the Claimant or DEVELOPER that a conference be held to discuss the Claims, such a conference shall be held, and the Arbitrator shall establish procedures, guidelines and ground rules for the holding of the conference. The Claimant and the DEVELOPER shall be entitled to representation by its attorney and any other expert at the conference. In the event such a conference is held, the sixty (60) day time period referenced in this subsection shall be extended as the Arbitrator deems warranted. At the conference, the Arbitrator shall notify the DEVELOPER and Claimant as to when the Final Report shall be issued.

12.1.5 The DEVELOPER shall have one hundred eighty (180) days after receipt of the Final Report in which to (i) correct the Claims found to be valid or (ii) pay to the Claimant the amount estimated by the Arbitrator to be the cost to correct same after the offset referred to in subsection 13.1.4 above.

12.1.6 As to those matters the DEVELOPER elects to correct, upon the completion of all corrective work the DEVELOPER will so notify the Arbitrator (with a copy of such notice to the Claimant) and the Arbitrator shall then inspect the corrected items and render a report (the "Remedial Report") to the DEVELOPER and the Claimant on whether those items have been corrected.

Such procedure shall be repeated as often as necessary until all items have been corrected.

12.1.7 For all purposes, the Final Report and Remedial Report of the Arbitrator will constitute binding and enforceable arbitration awards as defined in Section 682.09 of the Code and any party affected by such reports will have the right to seek the enforcement of same in a court of competent jurisdiction. Moreover, no party will have the right to seek separate judicial relief with respect to disputes as defined above, or to seek to vacate the aforementioned arbitration awards, except in accordance with the Code, and then only upon the specific grounds and in the specified manner for the vacation of such awards as established by Section 682.13 of the Code.

12.1.8 The Arbitrator shall not be liable to the ASSOCIATION, the Claimant or the DEVELOPER by virtue of the performance of his services hereunder, fraud and corruption excepted.

12.1.9 The procedures set forth above shall also be the sole means by which disputes as to ASSOCIATION finances (including, without limitation, the DEVELOPER's payment of assessments, deficit funding obligations, if any, the handling of reserves, if any, and the keeping of accounting records), except that the Arbitrator shall be a Certified Public Accountant who (i) is a member of Community Associations Institute and (ii) meets the independence test set forth above.

12.1.10 In the event that there is any dispute as to the legal effect or validity of any of the Claims (e.g., as to standing, privity of contract, statute of limitations or laches, failure to maintain or mitigate, existence of duty, foreseeability, comparative negligence, the effect of disclaimers or the interpretation of this DECLARATION as it applies to the Claims), such dispute shall be submitted to arbitration, as herein provided, by an attorney in good standing with The Florida Bar chosen by the DEVELOPER, which arbitrator shall be independent of the DEVELOPER and the Claimant as set forth above. In such event, all time deadlines which cannot be met without the resolution of such disputed matters shall be suspended for such time as the arbitration provided for in this subsection continues until final resolution.

12.1.11 No provision in this Section shall confer standing which is not otherwise available to a party under law.

12.2 **Assignment of Rights and Duties to ASSOCIATION.** The DEVELOPER may at any time assign and delegate to the ASSOCIATION all or any portion of the DEVELOPER's rights, title, interest, duties or obligations created by this DECLARATION. It is understood that the ASSOCIATION has been formed as a home owners association in order to effectuate the intent of the DEVELOPER for the proper development, operation and management of the Property. Wherever herein the DEVELOPER or the ASSOCIATION, or both, are given the right, the duty or the obligation to approve, enforce, waive, collect, sue, demand, give notice or take any other action or grant any relief or perform any task, such action may be taken by the DEVELOPER or the ASSOCIATION until such time as the DEVELOPER has recorded a Certificate of Termination of Interest in the Property. Thereafter, all rights, duties and obligations of the DEVELOPER shall be administered solely by the ASSOCIATION in accordance with procedures set forth herein and in the Governing Documents.

12.3 **Certificate of Termination of Interest.** Notwithstanding anything in this DECLARATION, the Articles or the Bylaws to the contrary, the DEVELOPER may, in its sole discretion and at any time hereafter, elect to give up and terminate any and all rights reserved to the DEVELOPER in this DECLARATION, the Articles and the Bylaws. The rights relinquished shall include, but not be limited to, (1) the right to appoint any member of the BOARD; (2) the right to amend this DECLARATION, the Articles or the Bylaws; (3) the right to require its approval of any proposed amendment to this DECLARATION, the Articles or the Bylaws; and (4) all veto powers set forth in this DECLARATION. Such election shall be evidenced by the execution by the DEVELOPER and the recording in the Public Records of Okeechobee County, Florida, of an instrument entitled Certificate of Termination of Interest. Immediately upon the recording of such Certificate, and so long as the DEVELOPER does own at least one (1) Unit,



the DEVELOPER shall become a MEMBER with no more rights or obligations in regards to BRIDGEWATER ON TAYLOR CREEK than those of any other OWNER of a Unit. The number of votes attributable to the DEVELOPER shall be calculated in accordance with the Governing Documents in the same manner as the number of votes would be calculated for any other OWNER.

12.4 **Waiver.** The failure of the DEVELOPER or the ASSOCIATION to insist upon the strict performance of any provision of this DECLARATION shall not be deemed to be a waiver of such provision unless the DEVELOPER or the ASSOCIATION has executed a written waiver of the provision. Any such written waiver of any provision of this DECLARATION by the DEVELOPER or the ASSOCIATION may be canceled or withdrawn at any time by the party giving the waiver.

12.5 **Covenants to Run with the Title to the Land.** This DECLARATION and the Covenants, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the land, and shall remain in full force and effect until terminated in accordance with the provisions set out herein.

12.6 **Term of this DECLARATION.** All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of this DECLARATION. After such fifty (50) year period these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until a majority of the votes of the entire membership of the ASSOCIATION execute a written instrument declaring a termination of this DECLARATION. Any termination of this DECLARATION shall be effective on the date the instrument of termination is recorded in the Public Records of Okeechobee County, Florida, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by the DEVELOPER so long as the DEVELOPER owns any portion of the Property.

12.7 **Amendments to DECLARATION, Articles or Bylaws of the ASSOCIATION.** This DECLARATION, as well as the Articles or Bylaws of the ASSOCIATION, may be amended at any time upon the approval of at least two-thirds (2/3) of the MEMBERS as evidenced by the recordation of an amendatory instrument executed by the President and Secretary of the ASSOCIATION. As long as the DEVELOPER appoints a majority of the members of the BOARD, the DEVELOPER shall have the right to unilaterally amend this DECLARATION, the Articles or the Bylaws of the ASSOCIATION without the joinder or approval of any member of the BOARD or any MEMBER and no amendment to the Articles or Bylaws shall be effective without the written approval of the DEVELOPER as long as the DEVELOPER owns any portion of the Property.

12.8 **Disputes.** In the event there is any dispute as to the interpretation of this DECLARATION or whether the use of the Property or any portion thereof complies with this DECLARATION, such dispute shall be referred to the BOARD. An OWNER may refer a final BOARD decision for mediation in accordance with Section 720.311, Florida Statutes. However,

any use by the DEVELOPER and its successors, nominees and assigns of the Property shall be deemed a use which complies with this DECLARATION and shall not be subject to a determination to the contrary by the BOARD.

12.9 **Governing Law.** The construction, validity and enforcement of this DECLARATION shall be determined according to the laws of the State of Florida. The venue of any action or suit brought in connection with this DECLARATION shall be in Okeechobee County, Florida.

12.10 **Invalidation.** The invalidation of any provision or provisions of this DECLARATION by lawful court order shall not affect or modify any of the other provisions of this DECLARATION, which other provisions shall remain in full force and effect.

12.11 **Usage.** Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

12.12 **Conflict.** This DECLARATION shall take precedence over conflicting provisions in the Articles and Bylaws of the ASSOCIATION and the Articles shall take precedence over the Bylaws.

12.13 **Notice.** Any notice required to be sent to any MEMBER or OWNER under the provisions of this DECLARATION shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as MEMBER or OWNER on the records of the ASSOCIATION at the time of such mailing.

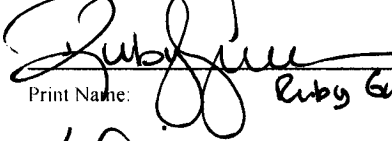
12.14 **Priorities in Case of Conflict.** In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from highest priority to lowest:

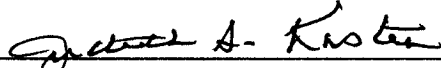
- 12.14.1 Florida Statute §617.0302
- 12.14.2 Florida Statute §§720.301, et. seq.
- 12.14.3 Other Florida Statutes which apply.
- 12.14.4 This DECLARATION.
- 12.14.5 The Articles.
- 12.14.6 The By-laws.

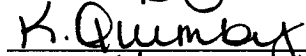
IN WITNESS WHEREOF, the DEVELOPER, AZBlue, LLC, a Florida Limited Liability Company, has caused this instrument to be executed in its name as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

AZBlue, LLC, a Florida limited liability  
company

  
Print Name: Ruby Guerrero

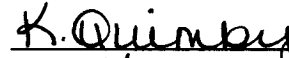
By:   
Judith A. Kasten, Manager

  
Print Name: Krystal Quimby

STATE OF FLORIDA  
COUNTY OF Martin

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of February 2007  
by Judith A. Kasten, as Manager of AZBlue, LLC, a Florida limited liability company, on behalf  
of the Company, who ☒ is personally known to me, or ☐ has produced  
\_\_\_\_\_ as identification, and who did not take an oath.



  
Name: Krystal Quimby  
Typed, printed or stamped  
I am a Notary Public of the State of Florida

(NOTARY SEAL)



F:\DATA\CORP\02TC0001\DECLARATION OF PROTECTIVE COVENANTSv3.wpd

JOINDER AND CONSENT OF MORTGAGEE

SEACOAST, a NATIONAL Bank, the holder of that certain Mortgage encumbering the Property, which instrument is dated MAY 23, 2006, and is recorded in Official Records Book 00564, page 0954, Public Records of Okeechobee County, Florida, by execution hereof consents to the placing of these covenants and restrictions on the Property and further covenants and agrees that the lien of the Mortgage shall be and stand subordinate to such covenants and restrictions as if said covenants and restrictions had been executed and recorded prior to the recording of the Mortgage.

Signed, sealed and delivered  
in the presence of:

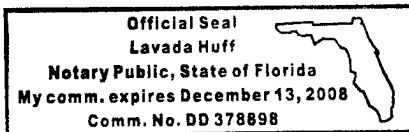
Terri L. Roller  
Terri L. Roller

By: Jerry O'Bannon

Print Name: JERRY O'BANNON  
Its: VICE PRESIDENT

STATE OF Florida  
COUNTY OF Okeechobee

The foregoing instrument was acknowledged before me this 1 day of Feb, 2007 by Jerry O'Bannon, as V.P. of Seacoast Natl, a \_\_\_\_\_, on behalf of the Bank, who: [ ☒ is personally known to me, or [ ☐ has produced \_\_\_\_\_ as identification, and who did not take an oath.



(NOTARY SEAL)

Lavada Huff  
Name: \_\_\_\_\_  
Typed, printed or stamped  
I am a Notary Public of the State of  
Florida

## **SCHEDULE OF EXHIBITS**

EXHIBIT "A"	Articles of Incorporation of BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE ASSOCIATION, INC., a Florida not-for-profit corporation
EXHIBIT "B"	By-Laws of BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE ASSOCIATION, INC., a Florida not-for-profit corporation
EXHIBIT "C"	Legal Description

COPY

**EXHIBIT “A”**

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE  
ASSOCIATION, INC.  
a Florida not-for-profit corporation**

COPY

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE  
ASSOCIATION, INC.,  
a Florida not-for-profit corporation**

Pursuant to Sections 617.1001, 617.1006 and 617.1007 of the Florida Statutes, Bridgewater on Taylor Creek Townhouse Association, Inc., a Florida not-for-profit corporation (the "Corporation"), certifies that:

1. The Amended and Restated Articles of Incorporation set forth herein were duly recommended by unanimous written consent of the Board of Directors dated January 25, 2007.
2. The Amended and Restated Articles of Incorporation set forth herein were approved by the sole Member of the Corporation on January 25, 2007, and the number of votes cast were sufficient for approval.
3. The duly adopted Amended and Restated Articles of Incorporation supersede the original Articles of Incorporation and all amendments to them.

Pursuant to Section 617.1007 of the Florida Statutes, the Articles of Incorporation of Bridgewater on Taylor Creek Townhouse Association, Inc., a Florida not-for-profit corporation, are hereby amended and restated as follows:

**ARTICLE 1**

**NAME AND ADDRESS**

1. Name and Address. The name and address of the corporation is: BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE ASSOCIATION, INC. (hereinafter referred to as the "ASSOCIATION"). The address of the corporation's principal office and mailing address is: 1265 SE 21<sup>st</sup> Street, Okeechobee, FL 34974.

**ARTICLE 2**

**DEFINITIONS**

2. Definitions. Unless defined in these Articles or the Bylaws all terms used in the Articles and the Bylaws shall have the same meanings as used in the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIDGEWATER ON TAYLOR CREEK (the "Declaration").



## ARTICLE 3

### PURPOSE

3. Purpose. The purposes for which the ASSOCIATION is organized are as follows:

3.1 To operate as a corporation not-for-profit pursuant to Chapter 617, Florida Statutes, and as a homeowners' association pursuant to Chapter 720, Florida Statutes (2002).

3.2 To administer, enforce and carry out the terms and provisions of the Declaration as same may be amended or supplemented from time to time.

3.3 To administer, enforce and carry out the terms and provisions of any other Declaration of Covenants and Restrictions or similar document, submitting property to the jurisdiction of or assigning responsibilities, rights or duties to the ASSOCIATION and accepted by the Board of Directors of the ASSOCIATION (the "BOARD").

3.4 To promote the health, safety, comfort and social and economic welfare of the MEMBERS of the ASSOCIATION and the OWNERS and Residents of Lots in Bridgewater on Taylor Creek, as authorized by the Declaration, by these Articles, and by the Bylaws.

## ARTICLE 4

### POWERS

4. Powers. The ASSOCIATION shall have the following powers:

4.1 All of the common law and statutory powers of a corporation not-for-profit and a homeowners' association under the laws of Florida, specifically, Chapters 617 and 720, Florida Statutes (2002), which are not in conflict with the terms of these Articles.

4.2 To sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.

4.3 To enter into, make, establish and enforce, rules, regulations, Bylaws, covenants, restrictions and agreements to carry out the purposes of the ASSOCIATION.

4.4 To make and collect Assessments for Common Expenses from OWNERS to defray the costs, expenses, reserves and losses incurred or to be incurred by the ASSOCIATION and to use the proceeds thereof in the exercise of the ASSOCIATION'S powers and duties.

4.5 To own, purchase, sell, convey, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

4.6 To hold funds for the exclusive benefit of the MEMBERS of the ASSOCIATION as set forth in these Articles and as provided in the Declaration and the Bylaws.

4.7 To purchase insurance for the protection of the ASSOCIATION, its officers, directors and MEMBERS, and such other parties as the ASSOCIATION may determine to be in the best interests of the ASSOCIATION.

4.8 To operate, maintain, repair, and improve all Common Areas and such other portions of Bridgewater on Taylor Creek as may be determined by the BOARD from time to time.

4.9 To honor and perform under all contracts and agreements entered between third parties and the ASSOCIATION or third parties and the DEVELOPER which are assigned to the ASSOCIATION.

4.10 To exercise architectural control, either directly or through appointed committees, over all building's, structures and improvements to be placed or constructed upon any portion of Bridgewater on Taylor Creek. Such control shall be exercised pursuant to the Declaration.

4.11 To provide for private security, fire safety and protection, and similar functions and services within Bridgewater on Taylor Creek as the BOARD in its discretion determines necessary or appropriate.

4.12 To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, streets (to the extent not maintained by Okeechobee County), pathways, and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the MEMBERS of the ASSOCIATION and the OWNERS and Residents of Bridgewater on Taylor Creek as the BOARD in its discretion determines necessary or appropriate.

4.13 To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the ASSOCIATION and/or to contract with others for the performance of such obligations, services and/or duties and to pay the cost thereof in accordance with whatever contractual arrangement the BOARD shall enter.

## **ARTICLE 5**

### **MEMBERS**

5.1 Membership. Except as is set forth in this Article 5, every Person who is a record titleholder of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the ASSOCIATION shall be a MEMBER of the ASSOCIATION, provided that any such Person which holds such interest merely as a security for the performance of any

obligation shall not be a MEMBER. The DEVELOPER shall retain the rights of membership including, but not limited to, the Voting Rights, to all Lots owned by Persons not entitled to Membership as herein defined.

5.2 Transfer of Membership. Transfer of membership in the ASSOCIATION shall be established by the recording in the Public Records of Okeechobee County, Florida of a deed or other instrument establishing a transfer of record title to any Lot for which membership has already been established. The OWNER designated by such instrument of conveyance thereby becomes a MEMBER, and the prior MEMBER's membership thereby is terminated. In the event of death of a MEMBER, his membership shall be automatically transferred to his heirs or successors in interest. Notwithstanding the foregoing, the ASSOCIATION shall not be obligated to recognize such a transfer of membership until such time as the ASSOCIATION receives a true copy of the recorded deed or other instrument establishing the transfer of ownership of the Lot, and shall be the responsibility and obligation of both the former and the new OWNER of the Lot to provide such true copy of said recorded instrument to the ASSOCIATION.

5.3 Prohibition Against Transfer. The share of a MEMBER in the funds and assets of the ASSOCIATION cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot associated with the membership of that MEMBER, nor may a membership be separately assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot.

5.4 Determination of Voting Rights. The ASSOCIATION shall have two (2) classes of membership:

Class A. The Class A Member shall be all OWNERS with the exception of the DEVELOPER, and shall be entitled to one (1) vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be MEMBERS. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the DEVELOPER and the DEVELOPER shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occur earlier:

- (a) Three (3) months after ninety percent (90%) of all the Lots that will ultimately be operated by the ASSOCIATION have been conveyed to the Class A Membership (other than the DEVELOPER); or
- (b) At an earlier date at the sole discretion of the DEVELOPER; provided, however, Developer shall, at all times, comply with Section 720.307, Florida Statutes (2002) relative to transition and control.

From and after the happening of these events, whichever occurs earlier, the Class B Members shall be deemed Class A Members entitled to one (1) vote for each Lot in which it holds the interest required under this Article.

5.5 Voting by CO-OWNERS. If the Lot associated with the membership of a MEMBER is owned by more than one person, the vote(s) of the MEMBER may be cast at any meeting by any CO-OWNER of the Lot. If when the vote(s) is (are) to be cast, a dispute arises between the CO-OWNERS as to how the vote(s) will be cast, they shall lose the right to cast their vote(s) on the matter being voted upon, but their vote(s) continue to be counted for purposes of determining the existence of a quorum.

5.6 Proxies. Every MEMBER entitled to vote at a meeting of the MEMBERS, or to express consent or dissent without a meeting, may authorize another person to act on the MEMBER'S behalf by a proxy signed by such MEMBER. Any proxy shall be delivered to the Secretary of the ASSOCIATION or the person acting as Secretary at the meeting, at or prior to the time designated in the order of business for so delivering such proxies. No proxy shall be valid after the expiration of ninety (90) days from the date of the meeting for which the proxy was given. Every proxy shall be revocable at any time at the pleasure of the MEMBER executing it.

5.7 Calculation of Votes. Any question concerning the number of votes which may be cast by a MEMBER shall be decided by the BOARD.

## ARTICLE 6

### PERSONS SERVING ON THE BOARD

6.1 Persons Serving on the BOARD. The affairs of the ASSOCIATION shall be managed by a BOARD consisting of not less than three (3) persons, nor more than seven (7) persons, and which shall always be an odd number. The number of persons on the BOARD shall be determined in accordance with the Bylaws. In the absence of such determination, there shall be three (3) persons on the BOARD.

6.2 Developer shall have the right to retain control of the ASSOCIATION as more particularly outlined in the Bylaws of the ASSOCIATION and in accordance with Section 720.307, Florida Statutes (2002), or until such earlier time as is determined by DEVELOPER, in DEVELOPER's sole discretion. DEVELOPER shall have the right to appoint all Class B Members of the BOARD and to otherwise govern the affairs of the ASSOCIATION in accordance with the Bylaws of the ASSOCIATION. The Class A Members appointment to the BOARD shall be at the times and by the procedures outlined in the Bylaws of the ASSOCIATION; provided, however, that such appointment shall at all times comply with Section 720.307, Florida Statutes, (2002); provided, further however, that DEVELOPER is

entitled to elect at least one (1) member of the BOARD as long as DEVELOPER holds for sale in the ordinary course of business at least five percent (5.00%) of all the LOTS owned.

6.3 All of the duties and powers of the ASSOCIATION existing under Chapters 617 and 720, Florida Statutes (2002), the Declaration, these Articles and the Bylaws shall be exercised exclusively by the BOARD, its agents, contractors or employees, subject to approval by the MEMBERS only when specifically required.

6.4 A member of the BOARD may be removed and vacancies on the BOARD shall be filled in the manner provided by the Bylaws. However, any member of the BOARD appointed by the DEVELOPER may only be removed by the DEVELOPER, and any vacancy on the BOARD of a member appointed by the DEVELOPER shall be filled by the DEVELOPER.

6.5 The names and addresses of the members of the BOARD who shall hold office until their successors are elected or appointed, or until removed, are as follows:

James Kasten:	8633 E. Onyx Avenue Scottsdale, AZ 85258
Judith Kasten:	1265 SE 21 <sup>st</sup> Street Okeechobee, FL 34974
Mary Kasten:	8633 E. Onyx Avenue Scottsdale, AZ 85258

## **ARTICLE 7**

### **OFFICERS**

7. Officers. The Officers of the ASSOCIATION shall be a President, Vice President, Secretary, Treasurer and such other officers as the BOARD may from time to time by resolution create. The Officers shall serve at the pleasure of the BOARD, and the Bylaws may provide for the removal from office of Officers, for filling vacancies, and for the duties of the Officers. The names of the Officers who shall serve until their successors are designated by the BOARD are as follows:

President:	Judith Kasten
Vice President:	James Kasten
Secretary:	James Kasten, Judith Kasten
Treasurer:	James Kasten

## **ARTICLE 8**

## **INDEMNIFICATION**

8. Indemnification of Officers, Members of the BOARD or Agents. The ASSOCIATION shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a member of the BOARD, employee, Officer or agent of the ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the ASSOCIATION unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding that he had no reasonable cause to believe that his conduct was unlawful.

8.1 To the extent that a member of the BOARD, Officer, employee or agent of the ASSOCIATION is entitled to indemnification by the ASSOCIATION in accordance with this Article 8, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonable incurred by him in connection therewith.

8.2 Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the ASSOCIATION in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the members of the BOARD, Officer, employee or agent of the ASSOCIATION to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the ASSOCIATION as authorized in this Article.

8.3 The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of MEMBERS or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the BOARD, Officer, employee, or agent of the ASSOCIATION and shall inure to the benefit of the heirs, executors and administrators of such a Person.

8.4 The ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any Person who is or was a member of the BOARD, Officer, employee or agent of the



ASSOCIATION or the Master Association, or is or was serving at the request of the ASSOCIATION as a member of the BOARD, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

## **ARTICLE 9**

### **BYLAWS**

9. Initial Bylaws. The initial Bylaws shall be adopted by the BOARD, and may be altered, amended or rescinded in the manner provided by the Bylaws.

## **ARTICLE 10**

### **AMENDMENTS**

10. Amendments. Amendments to these Articles shall be proposed and adopted in the following manner:

10.1 Initiation. A resolution to amend these Articles may be proposed by a majority of the members of the BOARD, or by MEMBERS holding not less than ten percent (10%) of the votes of the entire membership of the ASSOCIATION.

10.2 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

10.3 Adoption of Amendments.

10.3.1 A resolution for the adoption of the proposed amendment shall be adopted by MEMBERS having not less than a majority of the votes of the entire membership of the ASSOCIATION.

10.3.2 Amendment of the Articles shall require the assent of two-thirds of the votes of the MEMBERS.

10.3.3 Upon the approval of an amendment to these Articles, Articles of Amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the Public Records of Okeechobee County, Florida, as an amendment to the Declaration.

## **ARTICLE 11**



## **TERM**

11. The ASSOCIATION shall have perpetual existence. If, for whatever reason, the ASSOCIATION is dissolved by the MEMBERS, any Common Area, expressly including, the operation and maintenance of the surface water or stormwater management system, shall be conveyed to an appropriate agency of the local government for control and maintenance purposes. If no agency of the local government will accept such conveyance and responsibility, such property must be conveyed to a not-for-profit corporation similar to the ASSOCIATION. Notwithstanding the above, in the event of termination, dissolution or final liquidation of the ASSOCIATION, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the South Florida Water Management District prior to such termination, dissolution or liquidation.

## **ARTICLE 12**

### **INCORPORATOR**

12. The name and street address of the Incorporator is:

Steven L. Perry  
2400 SE Federal Highway, Fourth Floor  
Stuart, FL 34994

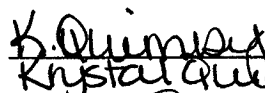
## **ARTICLE 13**

### **REGISTERED OFFICE ADDRESS AND NAME OF INITIAL REGISTERED AGENT**

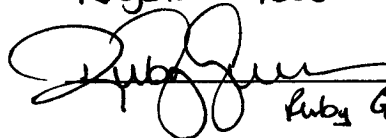
The street address of the initial registered office of the ASSOCIATION is 2400 SE Federal Highway, Fourth Floor, Stuart, Florida 34994. The Registered Agent of the ASSOCIATION at that address is Steven L. Perry.

**IN WITNESS WHEREOF**, the President has executed these Articles.

WITNESSES:

  
\_\_\_\_\_  
Krystal Quimby

  
\_\_\_\_\_  
Judith Kasten, President

  
\_\_\_\_\_  
Ruby Guerrero

STATE OF FLORIDA  
COUNTY OF Martin

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of February 2007, by JUDITH KASTEN, who: [ X ] is personally known to me, or [ ] has produced \_\_\_\_\_ as identification, and who did not take an oath.

(NOTARY SEAL)



Krystal Quimby  
Name: Krystal Quimby  
Typed, printed or stamped  
I am a Notary Public of the State of Florida  
having a commission number of \_\_\_\_\_  
and my commission expires: \_\_\_\_\_

[F:\DATA\CORP\02TC0001\AMENDED ARTICLES INCORPORATIONv3.wpd]

**EXHIBIT “B”**

**BYLAWS**

**OF**

**BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE**  
**ASSOCIATION, INC.,**  
**a Florida not-for-profit corporation**

COPY

**BYLAWS  
OF  
BRIDGEWATER ON TAYLOR CREEK  
TOWNHOUSE ASSOCIATION, INC.,  
a Florida not-for-profit corporation**

1. General.

1.1 Identity. These are the Bylaws of BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE ASSOCIATION, INC. (the "ASSOCIATION"), a Florida not-for-profit corporation and homeowners' association formed under the laws of the State of Florida. The ASSOCIATION has been organized for the purposes stated in the Articles of Incorporation (the "Articles"), and the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIDGEWATER ON TAYLOR CREEK (the "Declaration"). The ASSOCIATION shall have all of the powers provided in these Bylaws, the Articles, the Declaration (collectively, the "Governing Documents"), and any other statute or law of the State of Florida or any other power incident to any of the above powers.

1.2 Principal Office. The principal office of the ASSOCIATION shall be at such place as the BOARD may determine from time to time.

1.3 Fiscal Year. The fiscal year of the ASSOCIATION shall be the calendar year.

1.4 Seal. The seal of the ASSOCIATION shall have inscribed upon it "BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE ASSOCIATION, INC.", the year "2006" and the words "Corporation Not-For-Profit". The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the ASSOCIATION.

1.5 Inspection of Books and Records. The records of the ASSOCIATION shall be open to inspection by any MEMBER of the ASSOCIATION, upon request, during normal business hours or under other reasonable circumstances. The records of the ASSOCIATION shall include current copies of the Declaration, the Articles, the Bylaws, any Rules and Regulations of the ASSOCIATION, any contracts entered into by the ASSOCIATION, and the books, records and financial statements of the ASSOCIATION. The ASSOCIATION shall be required to make available to perspective purchasers of any Lot, current copies of the Governing Documents, the most recent annual financial statement of the ASSOCIATION and any further records as may be required by Chapter 720, Florida Statutes.

1.6 Definitions. Unless the context otherwise requires, all terms used in these Bylaws shall have the same meaning as are attributed to them in the Declaration and the Articles.

2. Membership in General.

2.1 Qualification. The qualification of MEMBERS, the manner of their admission to membership, changes in membership, and the termination of such membership, shall be as set forth in the Declaration and the Articles.

2.2 MEMBER Register. The Secretary of the ASSOCIATION shall maintain a register in the office of the ASSOCIATION showing the names and addresses of the MEMBERS of the ASSOCIATION. Each MEMBER shall at all times advise the Secretary of any change of address of the MEMBER or of any change of ownership of the MEMBER's Lot. The ASSOCIATION shall not be responsible for reflecting any changes until notified of such change in writing.

3. Membership Voting.

3.1 Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present, shall be binding upon all MEMBERS for all purposes, except where otherwise provided by law or in the Governing Documents.

3.2 Determination of Voting Rights. The ASSOCIATION shall have two (2) classes of membership:

Class A. Class A Members shall be all OWNERS with the exception of the DEVELOPER, and shall be entitled to one (1) vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be MEMBERS. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the DEVELOPER and the DEVELOPER shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occur earlier:

(a) Three (3) months after ninety percent (90%) of all the Lots that will ultimately be operated by the ASSOCIATION have been conveyed to the Class A Membership (other than the DEVELOPER); or

(b) At an earlier date at the sole discretion of the DEVELOPER; provided, however, Developer shall, at all times, comply with Section 720.307, Florida Statutes (2002) relative to transition and control.

From and after the happening of these events, whichever occur earlier, the Class B Members shall be deemed Class A Members entitled to one (1) vote for each Lot in which it holds the interest required under this Article; provided, however, that such appointment shall at all times comply with Section 720.307, Florida Statutes, (2002); provided, further however, that

DEVELOPER is entitled to elect at least one (1) member of the BOARD as long as DEVELOPER holds for sale in the ordinary course of business at least five percent (5.00%) of all the LOTS owned.

3.3 Voting by CO-OWNERS. If the Lot associated with the membership of a MEMBER is owned by more than one individual or by an entity, the vote(s) of the MEMBER may be cast at any meeting by any CO-OWNER of the Lot. If when the vote(s) is (are) to be cast, a dispute arises between the CO-OWNERS as to how the vote(s) will be cast, they shall lose the right to cast their vote(s) on the matter being voted upon, but their vote(s) shall continue to be counted for purposes of determining the existence of a quorum.

3.4 Proxies. Every MEMBER entitled to vote at a meeting of the MEMBERS, or to express consent or dissent without a meeting, may authorize another Person to act on the MEMBER's behalf by a proxy signed by such MEMBER. Any proxy shall be delivered to the Secretary of the ASSOCIATION or the Person acting as Secretary at the meeting, at or prior to the time designated in the order of business for so delivering such proxies. The proxy shall be dated, and shall state the date, time and place of the meeting for which it is given, and shall be signed by the authorized person giving the proxy. No proxy shall be valid after the expiration of ninety (90) days from the date of the meeting for which it was originally given. Every proxy shall be revocable at any time at the pleasure of the MEMBER executing it.

3.5 Calculation of Votes. Any question concerning the number of votes which may be cast by a MEMBER shall be decided by the BOARD.

#### 4. Membership Meetings.

4.1 Who May Attend. Any Person entitled to cast the votes of the MEMBER, and in the event any Lot is owned by more than one Person, all CO-OWNERS of the Lot may attend any meeting of the MEMBERS. However, the votes of any MEMBER shall be cast in accordance with the provisions of Section 3 above. Any Person not expressly authorized to attend a meeting of the MEMBERS, as set forth above, may be excluded from any meeting of the MEMBERS by the presiding officer of the meeting.

4.2 Place. All meetings of the MEMBERS shall be held at the principal office of the ASSOCIATION or at any other location as designated by the BOARD and stated in the notice of meeting.

4.3 Quorum Requirements. Except as set forth hereinafter or unless otherwise so provided, at any regular or special meeting of the MEMBERS, the presence in person or by proxy of MEMBERS entitled to cast thirty (30%) percent of the votes of the entire membership at the time of such vote shall constitute a quorum. If any meeting of the MEMBERS cannot be organized because a quorum is not present, a majority of the votes of the MEMBERS present, either in person or by proxy, may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be the presence in person or by proxy of MEMBERS holding at least twenty-five percent (25%) of the votes of the entire membership. Such an adjourned meeting

may be held without notice thereof as provided in subsection 4.4, provided that notice is given by announcement at the meeting at which such adjournment is taken. If a meeting of MEMBERS is adjourned for more than thirty (30) days from the originally scheduled meeting date, or if the MEMBERS adjourn a meeting without specifying a date for holding the adjourned meeting, the quorum and notice requirements for the holding of such adjourned meeting shall then be the same as the notice and quorum requirements prescribed for special meetings.

4.4 Notices. Written notice stating the location, day and hour of any meeting and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be mailed, delivered or electronically transmitted to each MEMBER not less than five (5) nor more than sixty (60) days before the date of the meeting, by or at the direction of the President, the Secretary, or the Officer or persons calling the meeting. The notice may set forth time limits for speakers and nominating procedures for the meeting. The notice of any meeting at which members of the BOARD are to be elected shall include the names of all those who are nominees at the time the notice is given to the MEMBERS. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the MEMBER at the MEMBER'S address as it appears on the records of the ASSOCIATION, unless such MEMBER shall have filed a written request with the Secretary of the ASSOCIATION stating that notices to him be mailed to some other address. All notices shall be dated and shall be mailed, delivered or electronically transmitted to the MEMBERS as soon after the date of the notice as is practical. The date of the notice shall be the date used for the purpose of determining MEMBERS entitled to notice of, or to vote at, any meeting of the MEMBERS of the ASSOCIATION, or in order to make a determination of the MEMBERS for any other purpose. The BOARD shall not be required to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so. If the Lot of a MEMBER is owned by more than one Person, only one notice shall be required to be sent with respect to the MEMBER, which shall be made to the person designated in the records of the ASSOCIATION.

4.5 Waiver of Notice. Whenever any notice is required to be given to any MEMBER under the provisions of the Articles or these Bylaws, or as otherwise provided by law, a waiver in writing signed by the Person or Persons entitled to such notice whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a MEMBER at a meeting shall constitute a waiver of notice of such meeting except when the MEMBER objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

4.6 Annual Meeting. The annual meeting for the purpose of electing members of the BOARD and transacting any other business shall be held at 7:00 p.m. on the first Monday in February or at such other time during the first quarter of a calendar year as shall be selected by the BOARD. If the BOARD fails to call the annual meeting during the first quarter of a calendar year, then within thirty (30) days after the written request of any MEMBER, Officer or member of the BOARD of the ASSOCIATION, the Secretary shall call the annual meeting.

4.7 Special Meetings. Special meetings of the MEMBERS may be requested by written notice to the Secretary by any member of the BOARD, the President, or any MEMBERS having not less than ten percent (10%) of the votes of the entire membership, or as



otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting shall be given in accordance with subsection 4.3 to all of the MEMBERS within thirty (30) days after a special meeting is duly requested.

4.8 Adjournments. Any meeting may be adjourned or continued by a majority of the votes present at the meeting in person or by proxy, regardless of a quorum, or if no MEMBER entitled to vote is present at a meeting, then any Officer of the ASSOCIATION may adjourn the meeting. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to MEMBERS not present at the original meeting, without giving notice to the MEMBERS who were present at such meeting.

4.9 Organization. At each meeting of the MEMBERS, the President, or in his absence, the Vice President shall act as chairman of the meeting. The Secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting shall act as Secretary of the meeting.

4.10 Minutes. The minutes of all meetings of the MEMBERS shall be kept in a book available for inspection by the MEMBERS or their authorized representatives, and the members of the BOARD, at any reasonable time.

4.11 Actions Without a Meeting. While the DEVELOPER is in control of the Association, any action required or permitted to be taken at any annual or special meeting of the MEMBERS may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the MEMBERS having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all MEMBERS entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those MEMBERS who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. If the Lot(s) for which membership is established in the ASSOCIATION is owned by more than one Person or by an entity, the consent for such Lot(s) need only be signed by one Person who would be entitled to cast the vote(s) for the Lot(s).

## 5. BOARD.

### 5.1 Number of Members of the BOARD.

5.1.1 The affairs of the ASSOCIATION shall be managed by a BOARD comprised of three (3) nor more than seven (7) members. So long as the DEVELOPER is entitled to appoint all members of the BOARD pursuant to the Articles, the number of members of the BOARD will be determined, and may be changed from time to time, by the DEVELOPER

by written notice to the BOARD. In the absence of such notification, there shall be three (3) members of the BOARD.

5.1.2 When the DEVELOPER is no longer entitled to appoint all members of the BOARD, the number of members of the BOARD shall be increased to at least five (5).

5.1.3 Notwithstanding the foregoing, in no event shall there be less than three (3) members of the BOARD, and the number of members of the BOARD shall always be an odd number. The MEMBERS shall not have the right to change the number of members of the BOARD so long as the DEVELOPER has the right to determine the number of members of the BOARD as set forth above.

5.2 Election of Members of the BOARD. Election to the BOARD by the MEMBERS of the ASSOCIATION shall be conducted in the following manner:

5.2.1 At any time after the DEVELOPER no longer has the right to appoint one or more members of the BOARD or upon the earlier voluntary relinquishment by the DEVELOPER of its right to appoint any of all members of the BOARD, the existing BOARD shall appoint a nominating committee composed of MEMBERS. The BOARD shall send a notice to all MEMBERS advising of the impending election of members to the BOARD, the names and addresses of members of the nominating committee, and the date the committee will make decisions concerning nominations for election to the BOARD, which date shall be no less than fifteen (15) days after the date of the notice. MEMBERS may then submit names in writing of proposed members of the BOARD to members of the nominating committee.

5.2.2 The nominating committee shall make as many nominations for election to the BOARD as it shall in its discretion determine, but not less than the number of vacancies that are to be filled (see subsection 5.1.2). Such nominations may be made from among MEMBERS or nonmembers as the committee in its discretion shall determine. Nominations shall be placed on a written ballot provided in subsection 5.2.3 for the mailing of such ballots to the MEMBERS.

5.2.3 All elections to the BOARD shall be made by written ballot which shall:

- (a) indicate the number of vacancies to be filled;
- (b) set forth the names of those nominated by the nominating committee;
- (c) contain a space for write-in vote by the MEMBERS; and
- (d) contain a requirement that the MEMBER must cast the same number of votes as the number of vacancies on the BOARD. For example, if the

MEMBER has one (1) vote, there are five (5) nominees and three (3) vacancies, the MEMBER must vote for no more and no less than three (3) nominees or the ballot will not be counted. If the MEMBER is entitled to, for instance, five (5) votes, in the example in the previous sentence, the MEMBER must vote his five (5) votes as a block for no more and no less than three (3) nominees or the ballot will not be counted. That is, three (3) nominees on that ballot will receive exactly five (5) votes each.

Such ballots shall be prepared and mailed by the Secretary to the MEMBERS at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the annual meeting). The Secretary shall include with the ballot a brief summary and description of each Person nominated by the BOARD.

5.2.4 The completed ballot shall be returned as follows:

(a) Each ballot shall be placed in a sealed envelope which shall bear on its face the name and signature of the MEMBER or his proxy, the number of votes of that MEMBER, and such other information as the BOARD may determine will serve to establish his right to cast the vote or votes presented in the ballot or ballots contained therein. The ballots shall be returned to the Secretary at the address of the ASSOCIATION.

5.2.5 Upon receipt of each return, the Secretary shall immediately place it in a safe or other locked place until the day set for the return of all ballots. On that day the envelopes containing the ballot(s) shall be turned over, unopened, to a separate Election Committee which shall consist of three (3) Persons appointed by the BOARD. The Election Committee shall then adopt a procedure which shall:

(a) establish that the number of votes set forth on the envelope and on the ballot corresponds to the number of votes allowed to the MEMBER or his proxy; and

(b) that the signature of the MEMBER or his proxy on the outside envelope is genuine; and

(c) if the vote is by proxy that a proxy has been filed with the Secretary as provided herein, and that such proxy is valid.

The Election Committee shall proceed to the opening of the envelopes and the counting of the votes. The Election Committee shall immediately send written notice to all MEMBERS advising of the results of the election. The ballots and the outside envelopes shall be returned to the Secretary to be kept in a safe or other locked place for a minimum of thirty (30) days. If no MEMBER requests a review of the procedures and vote within said thirty (30) days, the ballots and outside envelopes shall be destroyed.

5.3 Term of Office. On the first occasion that the MEMBERS, other than the DEVELOPER, have the opportunity to elect any members of the BOARD, the MEMBERS shall have the right to elect at least two (2) members of the BOARD. The term of office of the

member of the BOARD receiving the highest number of votes shall be two (2) years and the term of office of the member(s) of the BOARD receiving the next highest number of votes shall be one (1) year. Each member of the BOARD shall hold office until his successor has been elected or until his death, resignation, removal or judicial adjudication of mental incompetence. Just prior to each annual meeting thereafter, new members of the BOARD shall be elected to fill vacancies created by the death, resignation, removal, judicial adjudication of mental incompetence or expiration of the terms of past members of the BOARD and the term of each such member of the BOARD shall be two (2) years.

On the first occasion that the MEMBERS, other than the DEVELOPER, have the opportunity to elect all members of the BOARD, the new members of the BOARD shall be elected to replace the members of the BOARD appointed by the DEVELOPER as provided in these Bylaws. The term of office of the two (2) members of the BOARD receiving the highest number of votes shall be two (2) years and the term of office of the other member of the BOARD shall be one (1) year. It is the intention of this provision to create staggered terms so that at least one-third (1/3) of the members of the BOARD shall be elected each year. The term of office of each member of the BOARD elected to fill a vacancy created by the expiration of the term of office of the respective past member of the BOARD shall be two (2) years. The term of office of each member of the BOARD elected or appointed to fill a vacancy created by the resignation, death or removal of his predecessor shall be the balance of the unserved term of his predecessor. Any Person serving as a member of the BOARD may be re-elected, and there shall be no limitation on the number of terms during which he may serve.

5.4 Organizational Meeting. The newly elected BOARD shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten (10) days of same at such place and time as shall be fixed by the members of the BOARD, and no further notice of the organizational meeting shall be necessary.

5.5 Regular Meetings. Regular meetings of the BOARD may be held at such time and place as shall be determined, from time to time, by a majority of the members of the BOARD.

5.6 Special Meetings. Special meetings of the BOARD may be called by any member the BOARD, or by the President if not otherwise a member of the BOARD, at any time.

5.7 BOARD Action Without a Meeting. While the Association is under the control of the DEVELOPER, any action required to be taken at a meeting of the members of the BOARD, or any action which may be taken at a meeting of the members of the BOARD, may be taken without a meeting if a consent in writing setting forth the action so to be taken is signed by all members of the BOARD and is filed in the minutes of the proceedings of the BOARD. Such consent shall have the same effect as a unanimous vote.

5.8 Notice of Meetings. Notice of each meeting of the BOARD shall be given by the Secretary, or by any other officer or member of the BOARD, stating the day, location and

time of the meeting. Notices of all BOARD meetings shall be posted in a conspicuous place in Bridgewater on Taylor Creek at least forty-eight (48) hours in advance of such meeting, except in case of emergency. Alternatively, notice of each meeting of the BOARD shall be mailed or delivered to each MEMBER at least seven (7) days before the meeting of the BOARD, except in case of emergency. Notice of such meeting shall be delivered to each member of the BOARD either personally or by telephone or e-mail, at least forty-eight (48) hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, at least seven (7) days before the day on which such meeting is to be held. Notice of a meeting of the BOARD need not be given to any member of the BOARD who signs a waiver of notice either before or after the meeting. Attendance of a member of the BOARD at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place, the time or the manner in which the meeting has been called or convened, except when a member of the BOARD states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the BOARD need be specified in any notice or waiver of notice of such meeting.

5.9 Attendance at BOARD Meetings. All meetings of the BOARD shall be open to all MEMBERS. A member of the BOARD may appear at a BOARD meeting by telephone conference, but in that event a telephone speaker shall be attached so that any discussion may be heard by the members of the BOARD and any MEMBERS present as in an open meeting.

5.10 Quorum and Manner of Acting. A majority of the BOARD shall constitute a quorum for the transaction of any business at a meeting of the BOARD. The act of the majority of the members of the BOARD present at a meeting at which a quorum is present shall be the act of the BOARD unless the act of a greater number of members of the BOARD is required by statute or the Governing Documents.

5.11 Adjourned Meetings. A majority of the members of the BOARD present at a meeting, whether or not a quorum exists, may adjourn any meeting of the BOARD to another location and time. Notice of any such adjourned meeting shall be given to the members of the BOARD who are not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other members of the BOARD. Any business that might have been transacted at the meeting as originally called may be transacted at any adjourned meeting without further notice.

5.12 Presiding Officer. The presiding officer of the meetings of the BOARD shall be the Chairman of the BOARD if such an officer is elected; and if none, the President of the ASSOCIATION shall preside if the President is a member of the BOARD. In the absence of the presiding officer, the members of the BOARD shall designate one of their members to preside.

5.13 Minutes of Meetings. The minutes of all meetings of the BOARD shall be kept in a book available for inspection by the MEMBERS or members of the BOARD.



5.14 Committees. The BOARD may by resolution appoint committees. Any committee may exercise such powers, duties and functions as may be determined by the BOARD which may include any powers which may be exercised by the BOARD.

5.15 Resignation. Any member of the BOARD may resign at any time by giving written notice of his resignation to the Secretary. Any resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt. Unless otherwise specified therein, the acceptance of a resignation shall not be necessary to make it effective.

5.16 Removal of Members of the BOARD. Members of the BOARD may be removed as follows:

5.16.1 Any member of the BOARD other than a member appointed by the DEVELOPER may be removed by majority vote of the remaining members of the BOARD if such member has been absent for the last three consecutive BOARD meetings, and/or adjournments and continuances of such meetings.

5.16.2 Any member of the BOARD other than a member appointed by the DEVELOPER may be removed with or without cause by a majority of the votes the MEMBERS cast at a special meeting of the MEMBERS called by MEMBERS having not less than twenty-five percent (25%) of the votes of the entire membership expressly for that purpose. The vacancy on the BOARD caused by any such removal may be filled by the MEMBERS at such meeting or, if the MEMBERS shall fail to fill such vacancy, by the BOARD as in the case of any other vacancy on the BOARD. Any member of the BOARD may also be recalled by an agreement in writing or a written ballot without a membership meeting as provided in Section 720.303, Florida Statutes.

5.17 Vacancies. Vacancies on the BOARD of any member of the BOARD appointed by the DEVELOPER shall be filled by appointment by the DEVELOPER. Unless the vacancy is filled by the MEMBERS in accordance with subsection 5.16.2, vacancies on the BOARD of any member of the BOARD elected by MEMBERS may be filled by a majority vote of the members of the BOARD then in office, though less than a quorum, or by a sole remaining member of the BOARD. If there are no members of the BOARD in office, then a special election shall be held to elect members of the BOARD to fill the vacancies.

5.18 Members of the BOARD Appointed by the DEVELOPER. Notwithstanding anything contained herein to the contrary, the DEVELOPER shall always have the right to appoint the maximum number of members of the BOARD in accordance with the privileges granted to the DEVELOPER pursuant to the Articles; provided, however, that such appointment shall at all times comply with Section 720.307, Florida Statutes, (2002); provided, further however, that DEVELOPER shall always be entitled to elect at least one (1) member of the BOARD as long as DEVELOPER holds for sale in the ordinary course of business at least five percent (5.00%) of all the LOTS owned. All members of the BOARD appointed by the DEVELOPER shall serve at the pleasure of the DEVELOPER, and the DEVELOPER shall have the absolute right, at any time, and in its sole discretion, to remove any member of the BOARD

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appointed by him, and to replace such member with another Person to serve on the BOARD. Replacement of any member of the BOARD appointed by the DEVELOPER shall be made by written notice to the ASSOCIATION which shall specify the name of the Person designated as successor member of the BOARD. The removal of any member of the BOARD and the designation of his successor by the DEVELOPER shall become effective immediately upon delivery of such written notice by the DEVELOPER. The DEVELOPER may waive its right to appoint one or more members of the BOARD which it has the right to appoint at any time upon written notice to the ASSOCIATION, and thereafter such member(s) of the BOARD shall be elected by the MEMBERS.

5.19 Compensation. The BOARD shall not be entitled to any compensation unless the MEMBERS elect to pay them compensation and set the amount of such compensation, at any meeting of the MEMBERS.

5.20 Power and Duties. The BOARD shall have the right to exercise all of the powers and duties of the ASSOCIATION, express or implied, existing under these Bylaws, the Articles, the Declaration, or as otherwise provided by statute or law. Such powers and duties of the BOARD shall include without limitation (except as limited elsewhere herein), the following:

5.20.1 The operation, care, upkeep and maintenance of the Common Areas, and any other portion of Bridgewater on Taylor Creek determined to be maintained by the ASSOCIATION.

5.20.2 The determination of the expenses required for the operation of the ASSOCIATION.

5.20.3 The collection of Assessments for Common Expenses from MEMBERS required to pay same.

5.20.4 The employment and dismissal of personnel.

5.20.5 The adoption and amendment of Rules and Regulations covering the details of the operation and use of property owned and/or maintained by the ASSOCIATION.

5.20.6 Maintaining bank accounts on behalf of the ASSOCIATION and designating signatories required therefor.

5.20.7 Obtaining and reviewing insurance for property owned and/or maintained by the ASSOCIATION.

5.20.8 The making of repairs, additions and improvements to, or alterations of, property owned and/or maintained by the ASSOCIATION.

5.20.9 Borrowing money on behalf of the ASSOCIATION provided however, that the consent of the MEMBERS having at least two-thirds (2/3) of the votes of the entire membership, obtained at a meeting duly called and held for such purpose in accordance



with the provisions of these Bylaws, shall be required for the borrowing of any sum in excess of \$50,000.00.

5.20.10 Contracting for the management and maintenance of property owned and/or maintained by the ASSOCIATION. Authorizing a management agent or company to assist the ASSOCIATION in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of the Common Areas with such funds as shall be made available by the ASSOCIATION for such purposes. The ASSOCIATION and its Officers shall, however, retain at all times the powers and duties granted by all Governing Documents, including but not limited to, the making of Assessments, promulgation of rules, and execution of contracts on behalf of the ASSOCIATION.

5.20.11 Exercising all powers specifically set forth in the Governing Documents, and as otherwise provided by statute or law, and all powers incidental thereto or implied therefrom.

5.20.12 Entering into and upon any portion of the Property, including the Lot(s), when necessary to maintain, care and preserve any property in the event the respective OWNER fails to do so.

5.20.13 Collecting delinquent Assessments by suit or otherwise, abating nuisances, and enjoining or seeking damages from the MEMBERS and/or OWNERS for violations of these Bylaws and the terms and conditions of the Declaration or of the Rules and Regulations of the ASSOCIATION.

5.20.14 Acquiring and entering into agreements whereby the ASSOCIATION acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, whether or not contiguous to the lands operated by the ASSOCIATION, intended to provide for the enjoyment, recreation, or other use and benefit of the MEMBERS and/or OWNERS and declaring expenses in connection therewith to be Common Expenses; all in such form and in such manner as may be deemed by the BOARD to be in the best interest of the ASSOCIATION; and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

## 6. Officers.

6.1 Positions and Qualifications. The Officers of the ASSOCIATION shall include a President, a Vice President, a Treasurer and a Secretary, all of whom shall be elected by the BOARD and may be preemptively removed from office with or without cause by vote of the BOARD at any meeting by concurrence of a majority of the members of the BOARD. Any Person may hold two or more offices except that the President shall not also be the Secretary. The BOARD may, from time to time, elect such other officers and designate their powers and duties as the BOARD shall find to be appropriate to manage the affairs of the ASSOCIATION.

Each Officer shall hold office until his successor shall have been elected, qualified, or until his death, resignation, or removal.

6.2 Resignation. Any Officer of the ASSOCIATION may resign at any time by giving written notice of his resignation to any member of the BOARD, the President or the Secretary. Any resignation shall take effect at the time specified therein, or if there is no time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

6.3 Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause may be filled for the unexpired portion of the term of the office which shall be vacant in the manner prescribed in these Bylaws for the regular election or appointment of such office.

6.4 The President. The President shall be the chief executive officer of the ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of president of an association or corporation including, but not limited to, the power to appoint committees to assist in the conduct of the affairs of the ASSOCIATION.

6.5 The Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also assist the President generally and exercise such other powers and perform such other duties as may be prescribed by the BOARD.

6.6 The Secretary. The Secretary shall be responsible for preparing and keeping the minutes of all proceedings of the BOARD and the MEMBERS. He shall be responsible for attending to the giving and serving of all notices to the MEMBERS and the members of the BOARD and other notices required by law. He shall have custody of the seal of the ASSOCIATION and affix the same to instruments requiring a seal. He shall keep the records of the ASSOCIATION, except those of the Treasurer, and shall perform or direct performance of all other duties incident to the office of Secretary of the ASSOCIATION, and as may be required by the BOARD or the President.

6.7 The Treasurer. The Treasurer shall have custody of all property of the ASSOCIATION, including funds, securities, and evidences of indebtedness. He shall oversee the keeping of books of account for the ASSOCIATION in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the BOARD for examination at reasonable times. He shall cause a Treasurer's Report to be submitted to the BOARD at reasonable intervals and shall perform or cause to be performed all other duties incident to the office of Treasurer. He shall collect, or direct collection of, all Assessments and shall report promptly to the BOARD the status of collections.

6.8 Compensation. The Officers of the ASSOCIATION shall not be entitled to compensation unless the BOARD specifically votes to compensate them. However, neither this provision, nor the provision that members of the BOARD will not be compensated unless otherwise determined by the MEMBERS, shall preclude the BOARD from employing a member

of the BOARD or an Officer as an employee of the ASSOCIATION and compensating such employee, nor shall they preclude the ASSOCIATION from contracting with a member of the BOARD for the management of the Common Property or any portion thereof, or for the provision of services to the ASSOCIATION, including, but not limited to, engineering, architectural, planning, landscape planning, accounting or legal services, and in either such event to pay such member of the BOARD a reasonable fee for such management or provision of services.

7. Finances and Assessments.

7.1 Adoption of the Budget.

7.1.1 By October 31st of each year, or as soon thereafter as is reasonably possible, the BOARD shall adopt a budget for the next fiscal year, necessary to defray the Common Expenses of the ASSOCIATION for such fiscal year as set out in the Declaration. The Common Expenses of the ASSOCIATION shall include all expenses of any kind or nature whatsoever anticipated to be incurred, by the ASSOCIATION for the next fiscal year. In the event the BOARD fails to adopt an annual budget for any year, the prior year's budget shall remain in effect until a new budget is adopted or the existing budget is amended or revised.

7.1.2 If, after the adoption of any budget, it shall appear that the adopted budget is insufficient to provide adequate funds to defray the Common Expenses of the ASSOCIATION for the fiscal year in which the adopted budget applies, the BOARD may adopt an amended budget to provide such funds. All of the above provisions shall apply to the adoption of an amended budget.

7.2 Assessments and Assessment Roll.

7.2.1 Pursuant to the terms of the Declaration, the BOARD shall fix and determine the amount and frequency of the MEMBERS' Assessments for Common Expenses. Such Assessments shall be due not more frequently than monthly, and shall each be in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Any periodic Assessments for Common Expenses, whether quarterly, monthly, or otherwise, shall be equal unless the BOARD determines unequal Assessments are required to provide funds in advance for the expenses of the ASSOCIATION. As soon as practicable after the determination of the Assessments for Common Expenses, the ASSOCIATION shall notify each MEMBER, in writing, of the amount, frequency and due date of such MEMBERS' Assessments, provided, however, that no Assessment shall be due in less than ten (10) days from the date of such notification.

7.2.2 In the event the expenditure of funds by the ASSOCIATION is required that cannot be paid from the Assessments for Common Expenses, the BOARD may make Special Assessments in the manner as set out in the Declaration.

7.2.3 The ASSOCIATION shall maintain an Assessment roll for each MEMBER, designating the name and current mailing address of the MEMBER, the amount of each Assessment payable by such MEMBER, the dates and amounts in which the Assessments come due, the amounts paid upon the account of the MEMBER, and the balance due.

7.3 Depositories. The funds of the ASSOCIATION shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the BOARD from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, members of the BOARD or other persons as may be designated by the BOARD.

7.4 Application of Payments and Commingling of Funds. All sums collected by the ASSOCIATION from Assessments may be commingled in a single fund or divided into more than one fund, as determined by the BOARD. Reserve Funds shall be deposited in separate interest bearing accounts.

8. Parliamentary Rules.

8.1 Roberts' Rules of Order (latest edition) shall govern the conduct of the meetings of MEMBERS when not in conflict with the Governing Documents.

9. Amendments.

9.1 Initiation. A resolution to amend these Bylaws may be proposed by any member of the BOARD, or by MEMBERS holding not less than ten percent (10%) of the votes of the entire membership of the ASSOCIATION.

9.2 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

9.3 Adoption of Amendments.

9.3.1 As long as the DEVELOPER appoints a majority of the members of the BOARD, the DEVELOPER shall have the right to unilaterally amend these Bylaws without the joinder or approval of any member of the BOARD or any MEMBER. No amendment to these Bylaws shall be effective without the written approval of the DEVELOPER as long as the DEVELOPER owns any portion of the Property.

9.3.2 A resolution for the adoption of the proposed amendment shall be adopted by MEMBERS having not less than a majority of the votes of the entire membership of the ASSOCIATION.

9.4 Restriction. No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of MEMBERS without approval by all of the MEMBERS. So long as the DEVELOPER owns any portion of the Property, no

amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the DEVELOPER, unless the DEVELOPER shall join in the execution of the amendment.

10. Rules and Regulations. The BOARD may, from time to time, adopt or amend previously adopted, Rules and Regulations concerning the use of the Common Areas and concerning the use, operation and maintenance of other portions of the Property in order to further implement and carry out the intent of the Governing Documents. The BOARD shall make available to any MEMBER, upon request, a copy of the Rules and Regulations adopted from time to time by the BOARD.

11. Miscellaneous.

11.1 Tenses and Genders. The use of any gender or of any tense in these Bylaws shall refer to all genders or to all tenses, wherever the context so requires.

11.2 Partial Invalidity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

11.3 Conflicts. In the event of any conflict, any applicable Florida statute, the Declaration, Articles, and Bylaws, and the Rules and Regulations of the ASSOCIATION shall govern, in that order.

11.4 Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these Bylaws or the intent of any provisions hereof.

11.5 Waiver of Objections. The failure of the BOARD or any Officers of the ASSOCIATION to comply with any terms and provisions of the Governing Documents which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such defect shall be waived if it is not objected to by a MEMBER within thirty (30) days after the MEMBER is notified, or becomes aware of the defect. Furthermore, if such defect occurs at a general or special meeting, the defect shall be waived as to all MEMBERS who received notice of the meeting and failed to object to such defect at the meeting.

IN WITNESS WHEREOF, the President of the Association has executed these Bylaws this 1<sup>st</sup> day of February, 2007.

  
\_\_\_\_\_  
Judith A. Kasten, President

**EXHIBIT "C"**

**LEGAL DESCRIPTION**

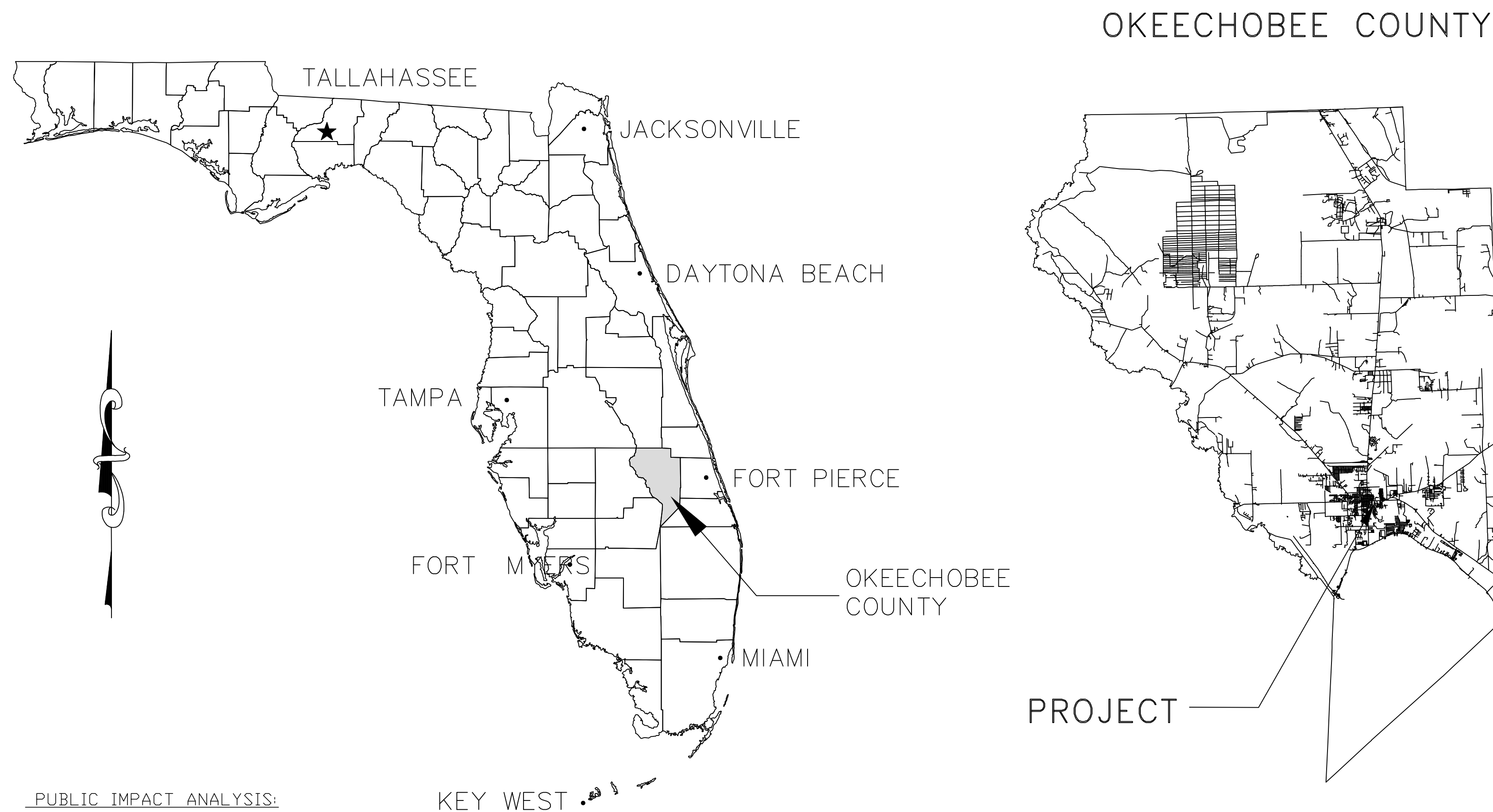
Lots 6,7,8,9 and 10 Taylor Creek Manor, According to the Plat Thereof Recorded in Plat Book 3, Page 4, Public Records of Okeechobee County, Florida.

COPY



# BRIDGEWATER ON TAYLOR CREEK OKEECHOBEE, FLORIDA

SECTION 22/TOWNSHIP 37S/RANGE 35E  
PARCEL IDS: 3-22-37-35-0260-00000-0060 & 3-22-37-35-0260-00000-0080



## PUBLIC IMPACT ANALYSIS:

POTABLE WATER DEMAND = 3,000 GPD

WASTEWATER GENERATED = 3,000 GPD

SOLID WASTE GENERATED = 150 LBS/DAY

DESIGN STORM = 25 YEAR - 72 HOUR EVENT (9.0 INCHES)

PEAK DAILY TRAFFIC GENERATED = 96 TRIPS PER DAY

OWNER PROPOSES A TOWNHOUSE/CONDOMINIUM DEVELOPMENT CONSISTING TO TWELVE (12) TWO-STORY UNITS, WHICH ARE TO BE CONVEYED TO THIRD PARTIES.

TOWNHOUSE/CONDOMINIUM ASSOCIATION DOCUMENTS (PER CHAPTER 718 F.S.) ARE BEING PREPARED BY OTHERS, WHICH WILL ADDRESS THE RESPONSIBILITIES/REQUIREMENTS/RULES APPLICABLE TO EACH UNIT OWNER. THIS INCLUDES COLLECTION OF FEES TO FACILITATE MAINTENANCE OF THE COMMON AREAS, INCLUDING THE WATER MANAGEMENT SYSTEM (WMS) AND OUTFALL CONTROL STRUCTURE.

WMS WAS DESIGNED TO ADHERE TO EXISTING SFMWD RULES/CRITERIA FOR PROJECTS LOCATED IN THE S-133 (LAKE OKEECHOBEE) BASIN. ALLOWABLE DESIGN DISCHARGE FOR THE DESIGN EVENT (25 YR-3 DAY STORM) IN THE S-133 BASIN IS 15.6 CSM (OR 0.03 CFS). ENGINEER UTILIZED THE MINIMUM ALLOWABLE CIRCULAR BLEEDER DIAMETER (0.25'), WHICH RESULTED IN A DESIGN DISCHARGE OF 0.39 CFS. THE RESULTING PEAK DESIGN STAGE IS 21.8' NAVD, WHICH IS CONTAINED USING A PERIMETER BERM (TOP ELEVATION OF 23.0' NAVD).

## PREPARED FOR:

B & T FAIR INVESTMENTS, INC.  
511 SOUTH PARROTT AVENUE  
OKEECHOBEE, FLORIDA 34972-2600

## ASSISTED BY:

CONTRACTOR: MOSSEL-HODGES CONSTRUCTION, INC.

SURVEYOR: TRADEWINDS SURVEYING GROUP, LLC.

## PREPARED BY:

ASMUSSEN ENGINEERING, LLC  
ENGINEERING AND ENVIRONMENTAL SERVICES  
P.O. BOX 1998, OKEECHOBEE, FLORIDA. 34973 (863) 763-8546

## ENGINEERING (CONSTRUCTION) PLANS

SHEET 1 OF 5  
SHEET 2 OF 5  
SHEET 3 OF 5  
SHEET 4 OF 5  
SHEET 5 OF 5

COVER  
PAVING, GRADING & DRAINAGE  
CONSTRUCTION DETAILS AND NOTES  
TOPOGRAPHIC INFORMATION  
TECHNICAL SPECS. / EROSION & SEDIMENT CONTROL

## EXHIBITS

EXHIBIT 1  
EXHIBIT 2  
EXHIBIT 3  
LANDSCAPING PLAN  
ELEVATION VIEWS & FLOOR PLANS  
LIGHTING PLANS



CALL 48 HOURS  
BEFORE DIGGING IN FLORIDA  
SIMPLY CALL 811  
or  
1-800-432-4770  
WWW.CALLSUNSHINE.COM

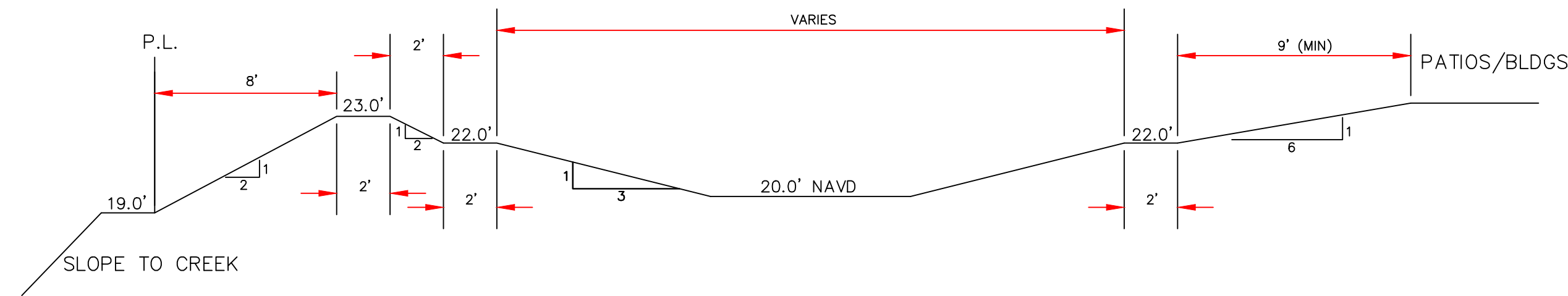
## IMPORTANT NOTE:

HORIZONTAL & VERTICAL DATA WAS COLLECTED IN COOPERATION W/ TRADEWINDS SURVEYING GROUP, LLC. ELEVATION DATA, USED TO GENERATE THESE PLANS, ARE REFERENCED TO NAVD (1988).

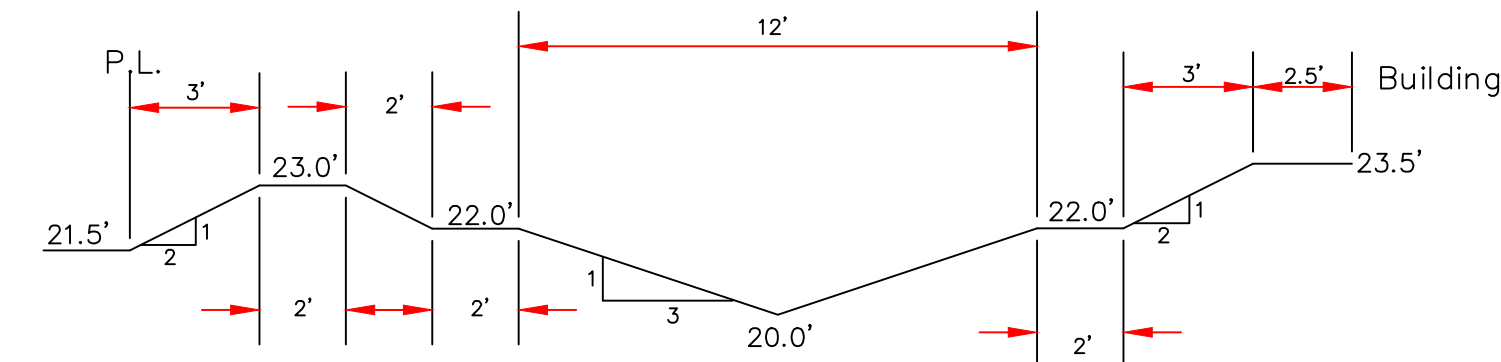
ASMUSSEN ENGINEERING, LLC.  
P.O. Box 1998  
OKEECHOBEE, FLORIDA 34973-1998  
TEL: (863) 763-8546 CELL: (863) 610-0043  
EMAIL: lasmusse@embargmail.com

PROJECT NUMBER	BRIDGEWATER ON TAYLOR CREEK	File	Cover.dwg	SHEET
06042021-01	SCALE	N.T.S.	CERTIFICATE OF AUTHORIZATION	1 of 5
	OCTOBER 27, 2021		26134	





DRY DETENTION TYPICAL SECTION  
N.T.S.

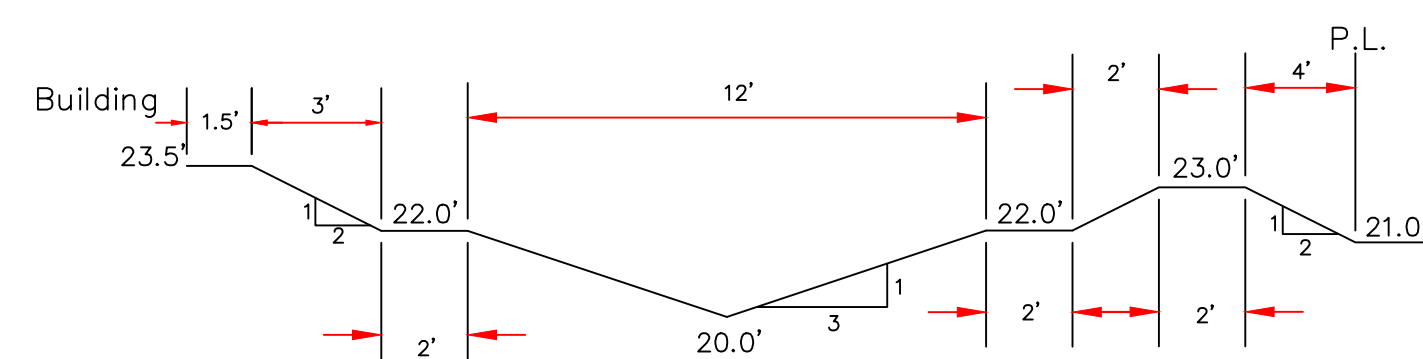


N. SWALE SECTION A-A  
N.T.S.

LAND USE TABLE			
USE/DESCRIPTION	SQ.FT.	AC.	% COVER
TOTAL SITE	57,064.00 SQ.FT.	1.31 AC.	100.00
ONSITE IMPERVIOUS	29,023.97 SQ.FT.	0.66 AC.	50.86
ASPHALT	17,033.11 SQ.FT.	0.39 AC.	29.85
BUILDING	10,794.58 SQ.FT.	0.25 AC.	18.92
CONCRETE	997.22 SQ.FT.	0.02 AC.	1.74
CURBING	199.06 SQ.FT.	0.005 AC.	0.35
OFFSITE IMPERVIOUS	1,852.79 SQ.FT.	0.042 AC.	
ASPHALT	1,852.79 SQ.FT.	0.042 AC.	
ONSITE PERVIOUS	28,040.03 SQ.FT.	0.64 AC.	49.14
LANDSCAPING	5,859.56 SQ.FT.	0.13 AC.	10.27
FRONTAGE	3,724.80 SQ.FT.	0.08 AC.	
EA. UNIT	2,134.76 SQ.FT.	0.05 AC.	
DRY DETENTION	8,400.49 SQ.FT.	0.19 AC.	14.72
OPEN/CANAL BANK	13,779.98 SQ.FT.	0.32 AC.	24.15

OTHER NOTES:

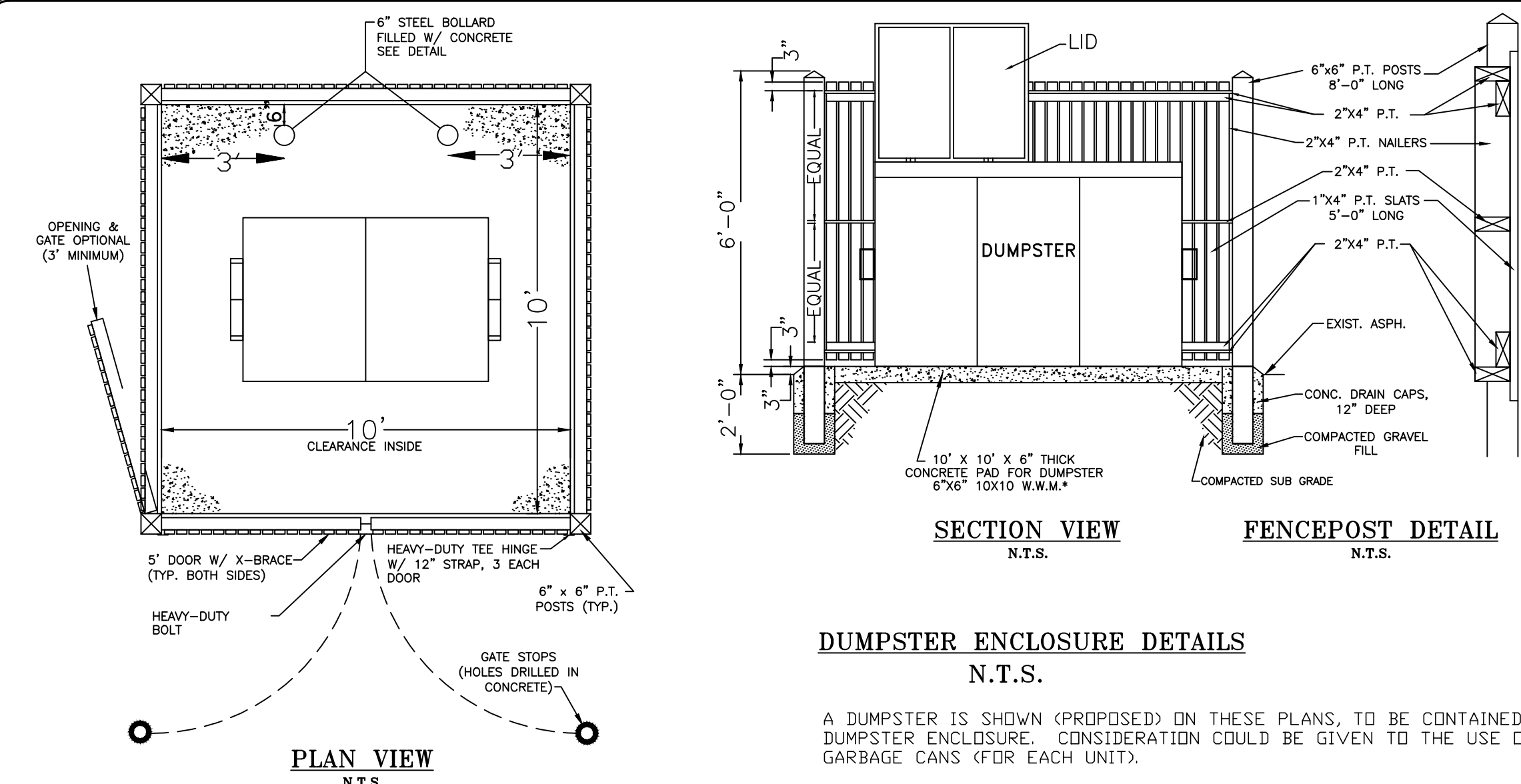
- OWNERS ARE B & T FAIR INVESTMENTS INC.  
511 SOUTH PARROTT AVENUE  
OKEECHOBEE, FL. 34974  
(863) 447-4390
- TOTAL PROPERTY SIZE = 57,064.00 SQ.FT. (1.31 ACRES)
- PROPOSED IMPERVIOUS AREA = 29,023.97 SQ.FT. (0.66 ACRES OR 50.86%)
- SOIL TYPE: TAVARES AND ST. LUCIE
- EXISTING ZONING: RESIDENTIAL MULTIPLE FAMILY
- EXISTING USE: VACANT
- PROPOSED USE: 12 RESIDENTIAL TOWNHOUSE UNITS
- PERMITS REQUIRED: CITY OF OKEECHOBEE (MEET SFWMD WMS CRITERIA)
- THERE ARE NO WATER COURSES, WATER BODIES, FLOODPLAINS, XERIC UPLANDS, WETLANDS, CUTTHROAT GRASS SEEPS, HISTORICAL AND ARCHAEOLOGICAL RESOURCES, CONES OF INFLUENCE FOR POTABLE WELLS OR AQUIFER RECHARGE AREAS ON OR ADJACENT TO THE PROJECT SITE EXCEPT AS NOTED.
- EXISTING GROUND COVER: DIRT, GRASS, WEEDS
- WATER SERVICE: CENTRAL - OUA
- SEWER SERVICE: CENTRAL - OUA
- PARCEL # 3-22-37-35-0260-00000-0060 & 3-22-37-35-0260-00000-0080
- THERE ARE NO EXISTING BUILDINGS, CULVERTS, EASEMENTS, BOUNDARIES OF INCORPORATED AREAS, LAKES, STREETS, WATER COURSES, OR WATER MAINS EXCEPT AS SHOWN OR NOTED.
- THERE ARE NO PUBLIC SUPPLY WELLS WITHIN 600' OF THE PROJECT.
- PROJECT DENSITY = 12/1.31 = 9.2 UNITS PER ACRE
- CONTRACTOR TO WORK WITH ENGINEER THROUGHOUT CONSTRUCTION.
- ALL WORK SHALL CONFORM WITH ALL APPLICABLE SPECIFICATIONS CONTAINED IN THE CITY OF OKEECHOBEE'S CODE OF ORDINANCES.
- PRIOR TO CONSTRUCTION, CONTRACTOR WILL EMPLOY THE SERVICES OF A GEOTECHNICAL FIRM TO CONDUCT SOIL BORINGS UNDER THE BUILDING AND PARKING AREAS. COMPACTION TESTING RESULTS WILL BE PROVIDED TO THE ENGINEER FOR THE BUILDING PAD, PARKING LOT AND RIGHT-OF-WAY.
- PARKING: TWELVE (12) TOWNHOUSE UNITS X 2 = 24 REQUIRED;  
34 PARKING SPACES, INCLUDING ONE (1) HANDICAP SPACE IS PROVIDED.  
UNIT PARKING IS 45' LONG TO ACCOMMODATE TWO (2) VEHICLES PER UNIT.



S. SWALE SECTION B-B  
N.T.S.

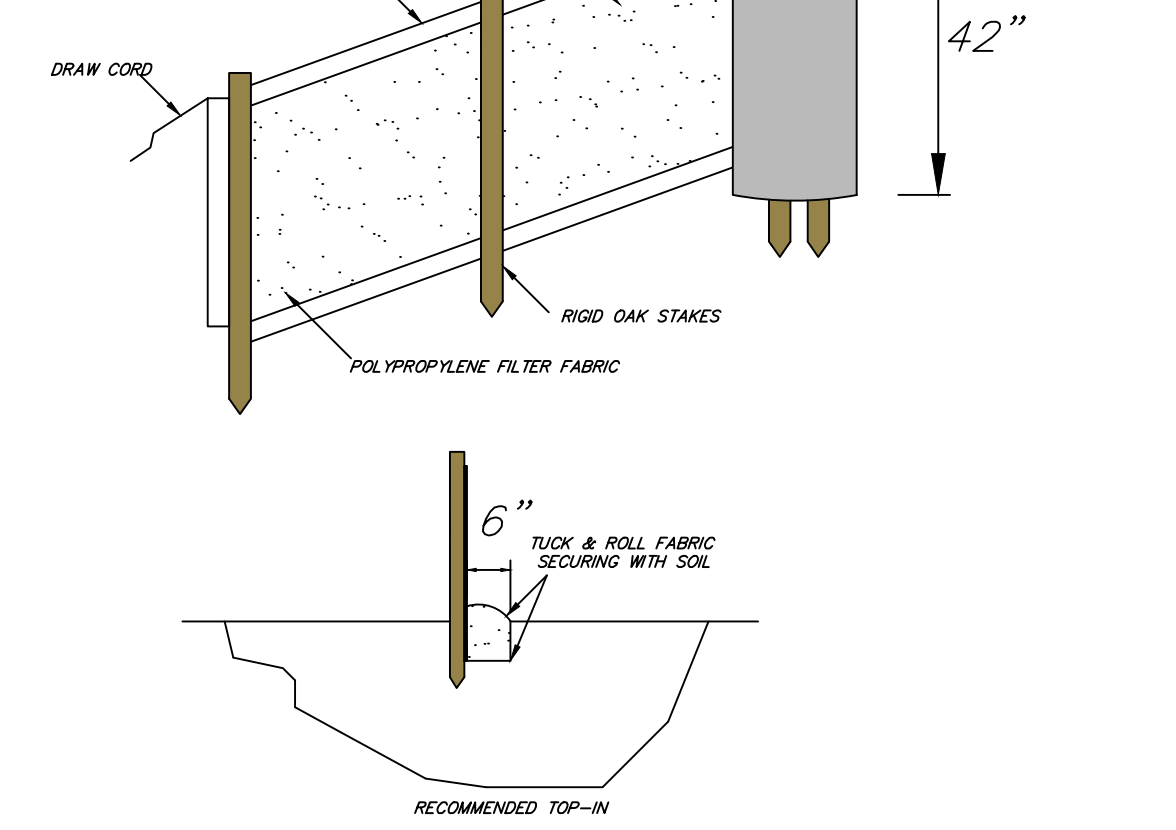
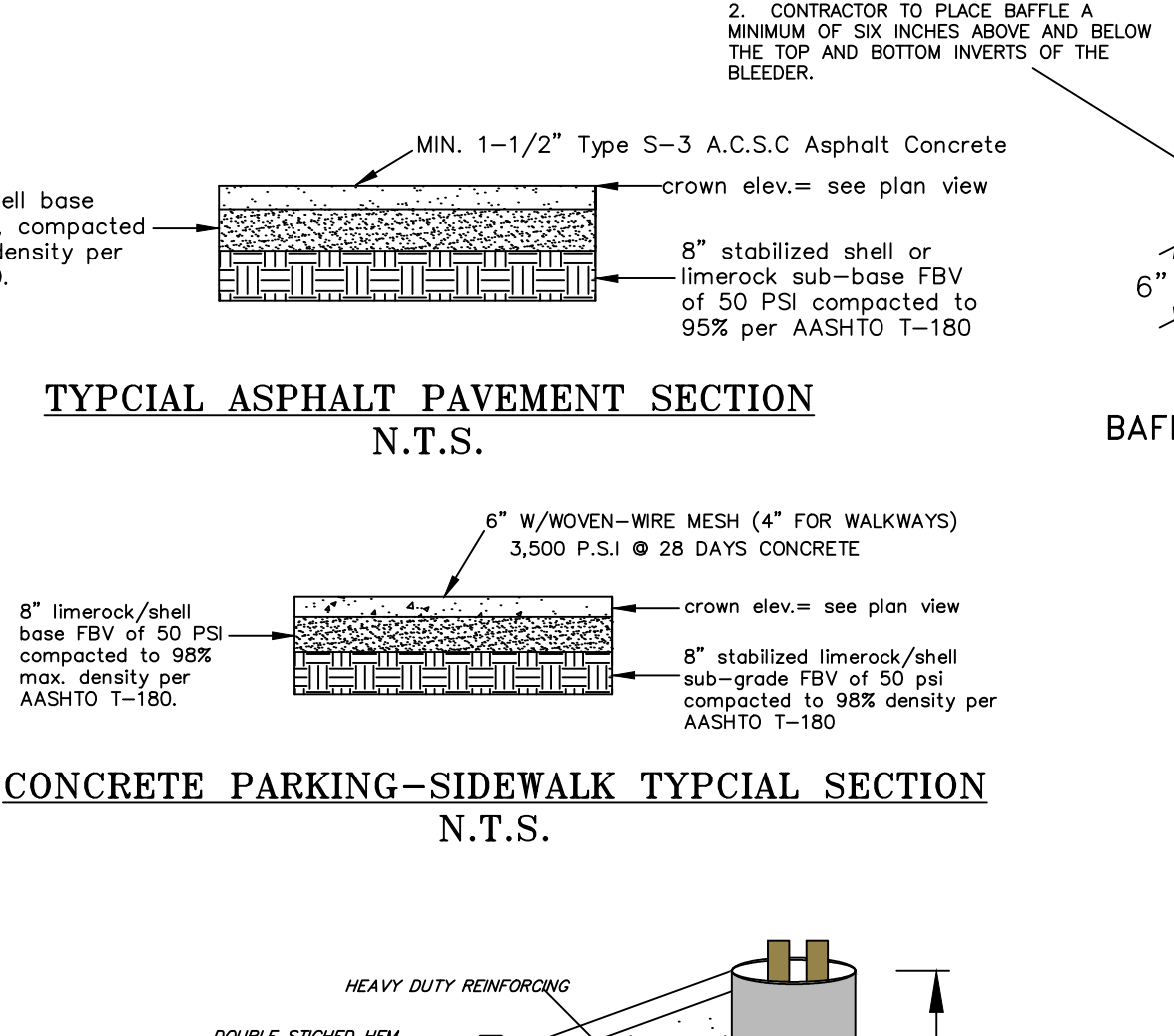
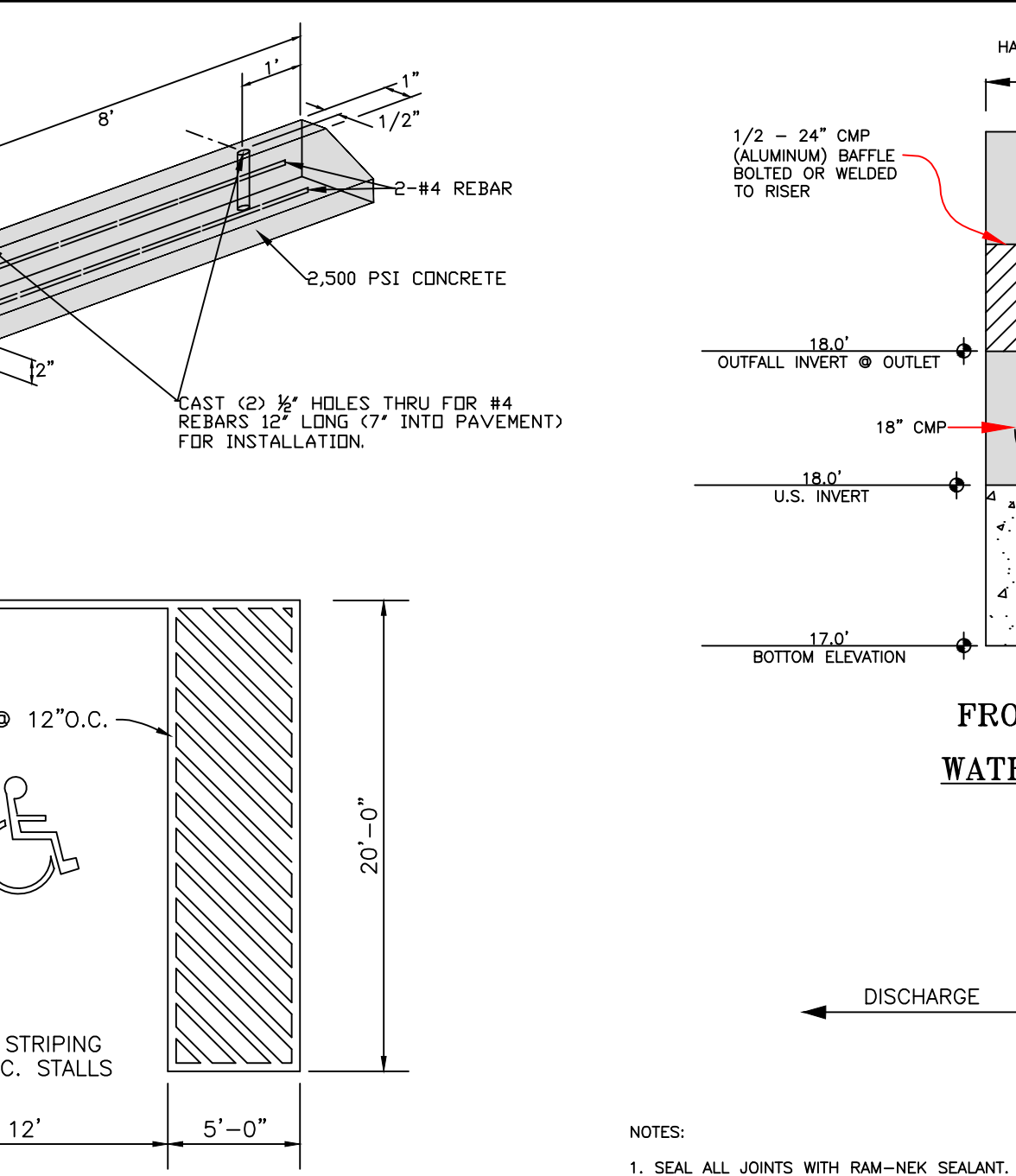
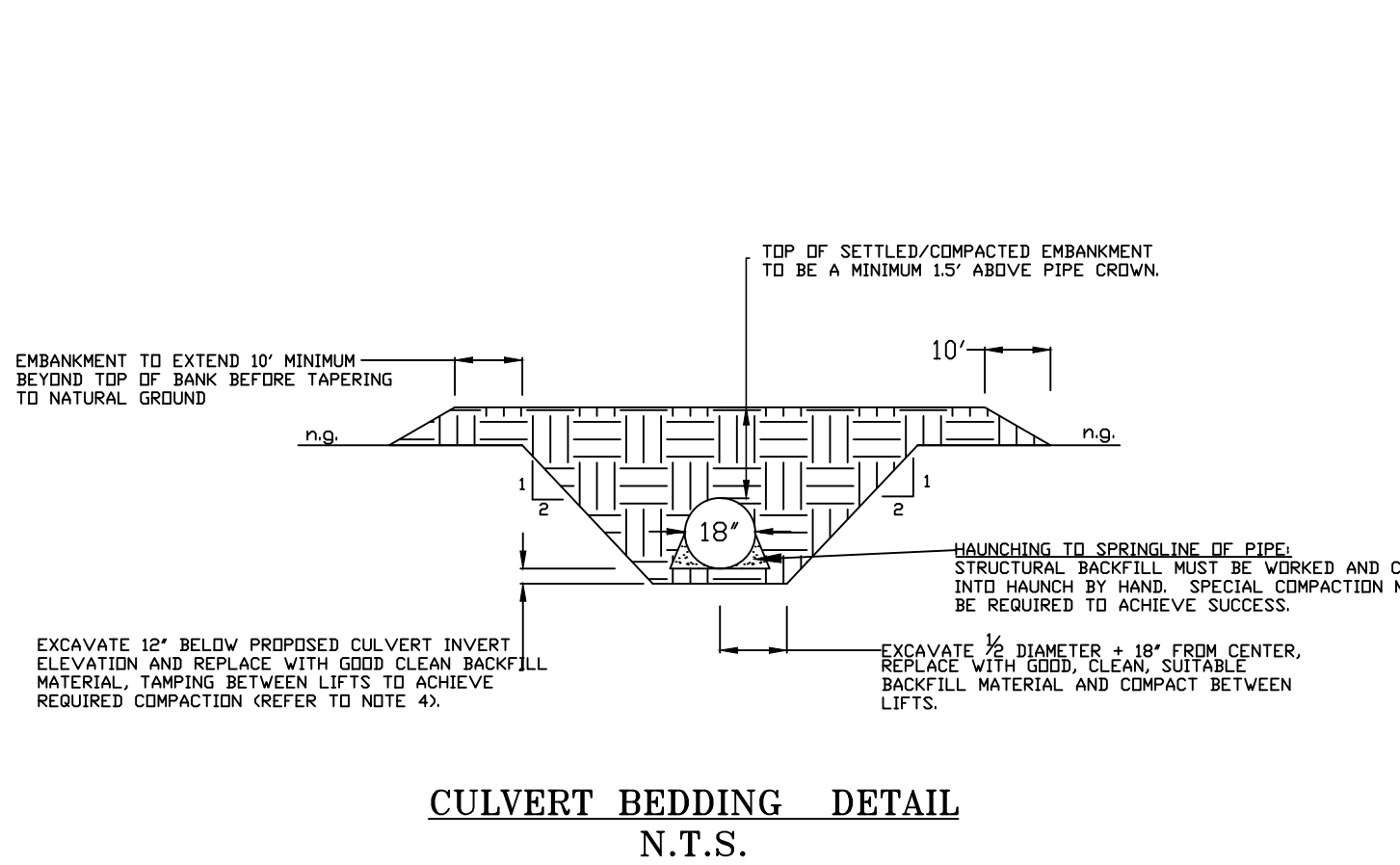
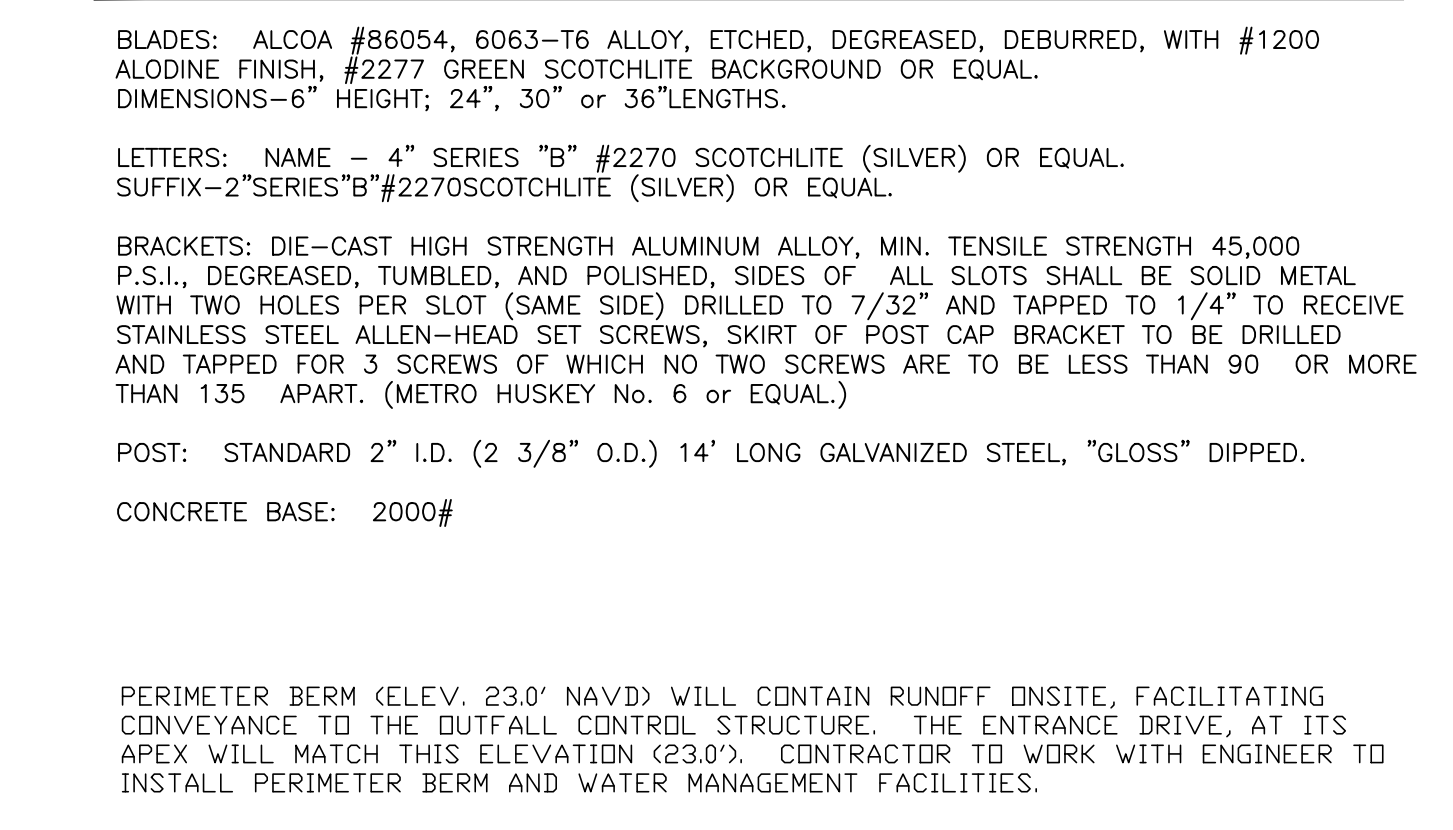
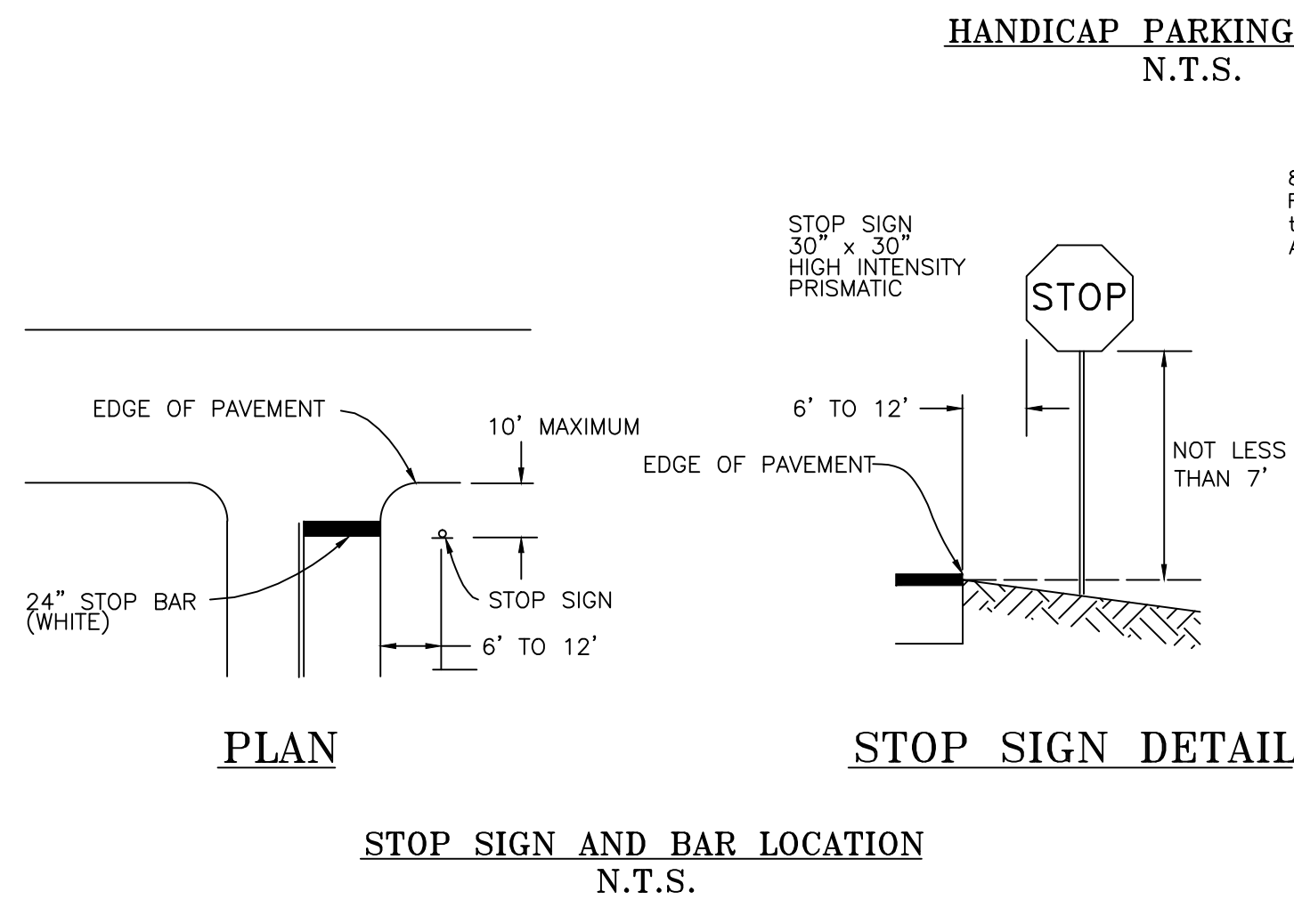
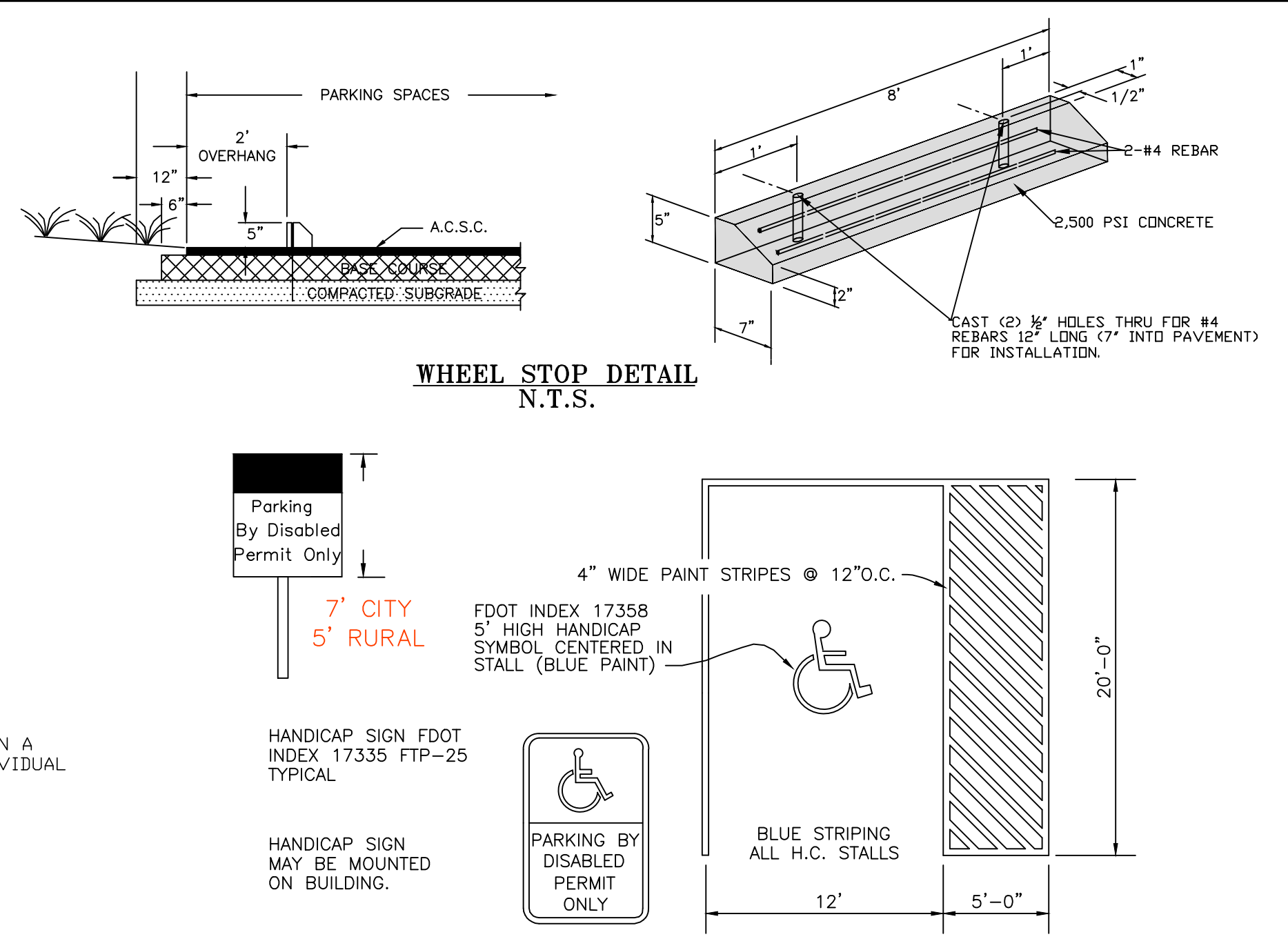
BRIDGEWATER ON TAYLOR CREEK PAVING, GRADING AND DRAINAGE PLAN			
DRAWN FOR: SUBARNA JOSHI B&T FAIR INVESTMENTS INC. OKEECHOBEE, FL. 34972		P.O. Box 1998 OKEECHOBEE, FLORIDA 34973-1998 TEL: (863) 763-8546 CELL: (863) 610-0043	
Print Date 10-27-2021	CONTIGUOUS OWNERSHIP (1.31 AC) SCALE 1" = 20' 06042021-01	CADD FILE: Site Plan.dwg CERTIFICATE OF AUTHORIZATION NO. 26134	SHEET 2 of 5



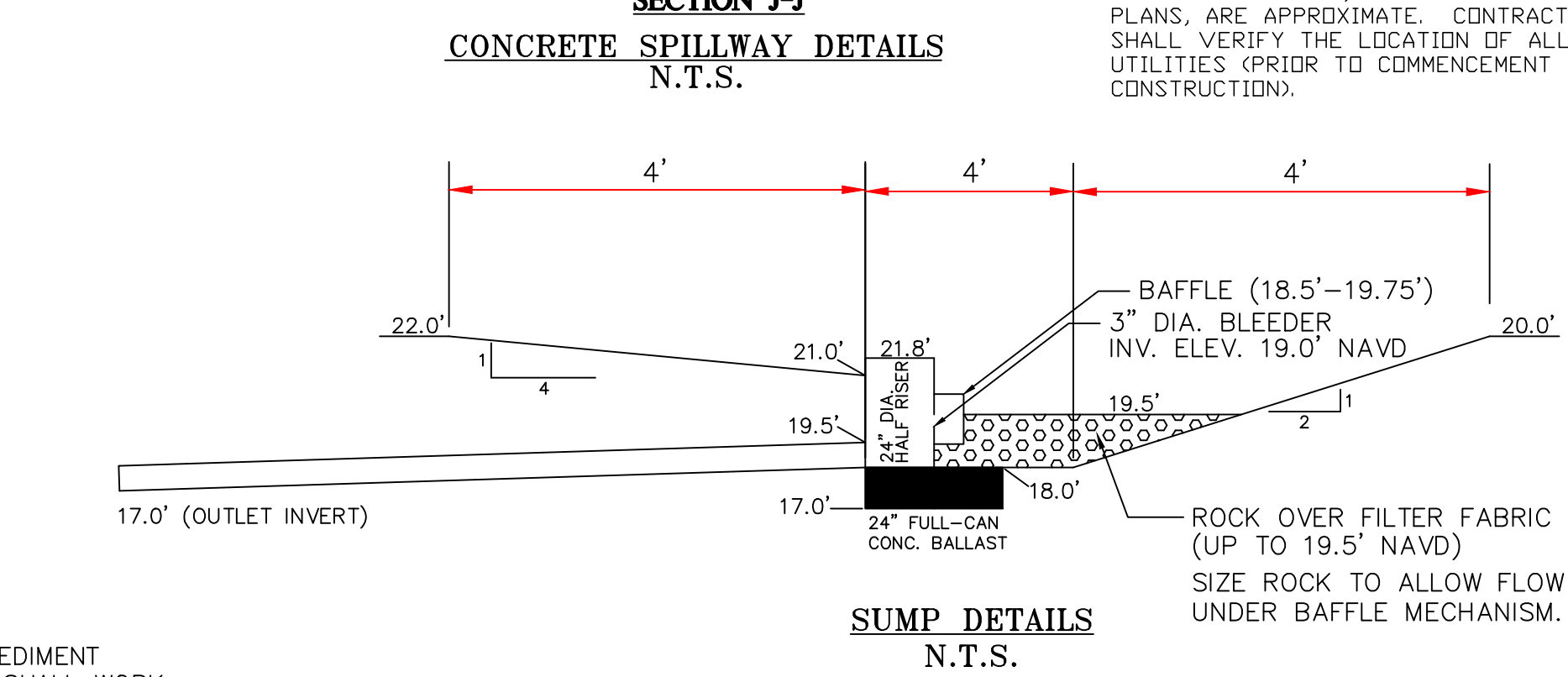
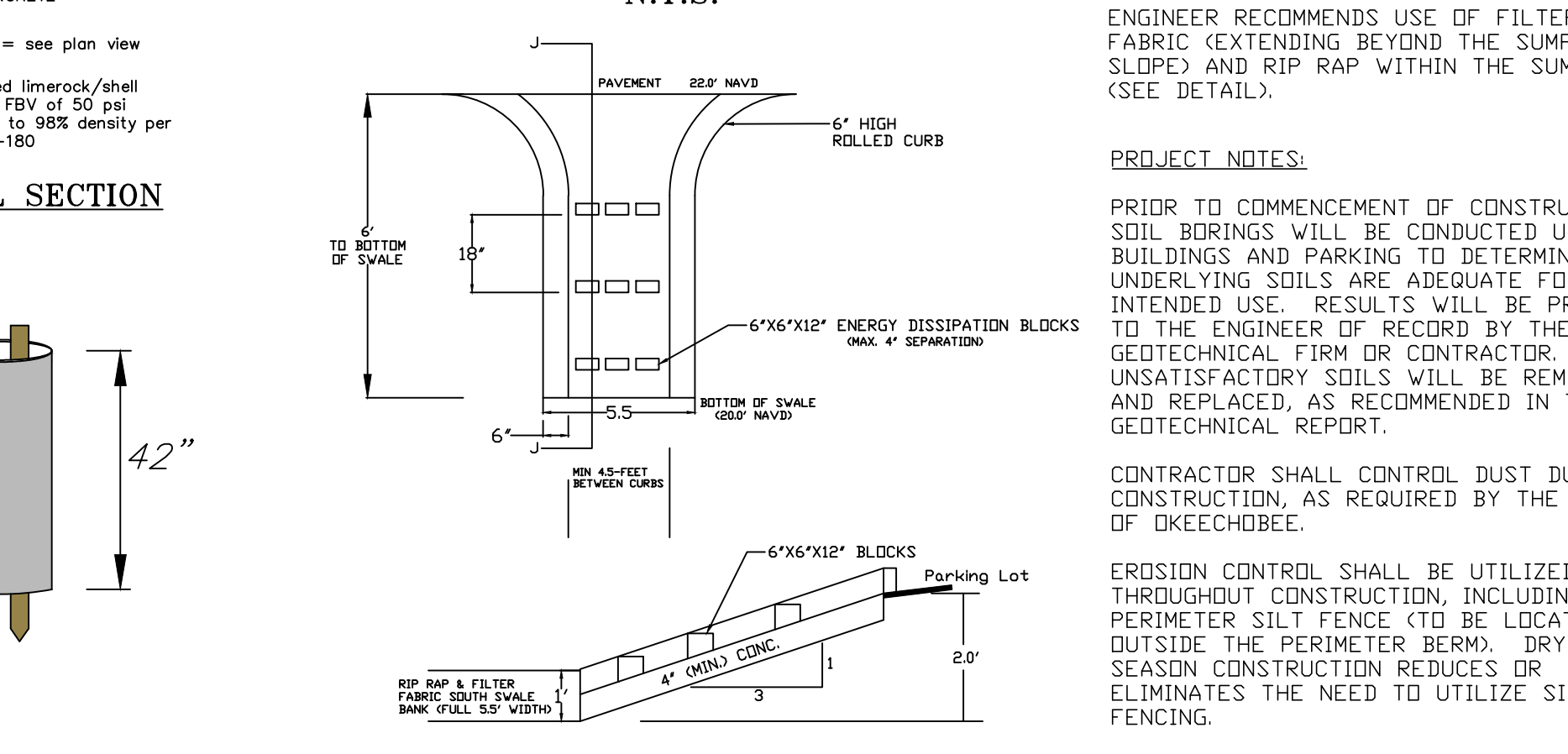
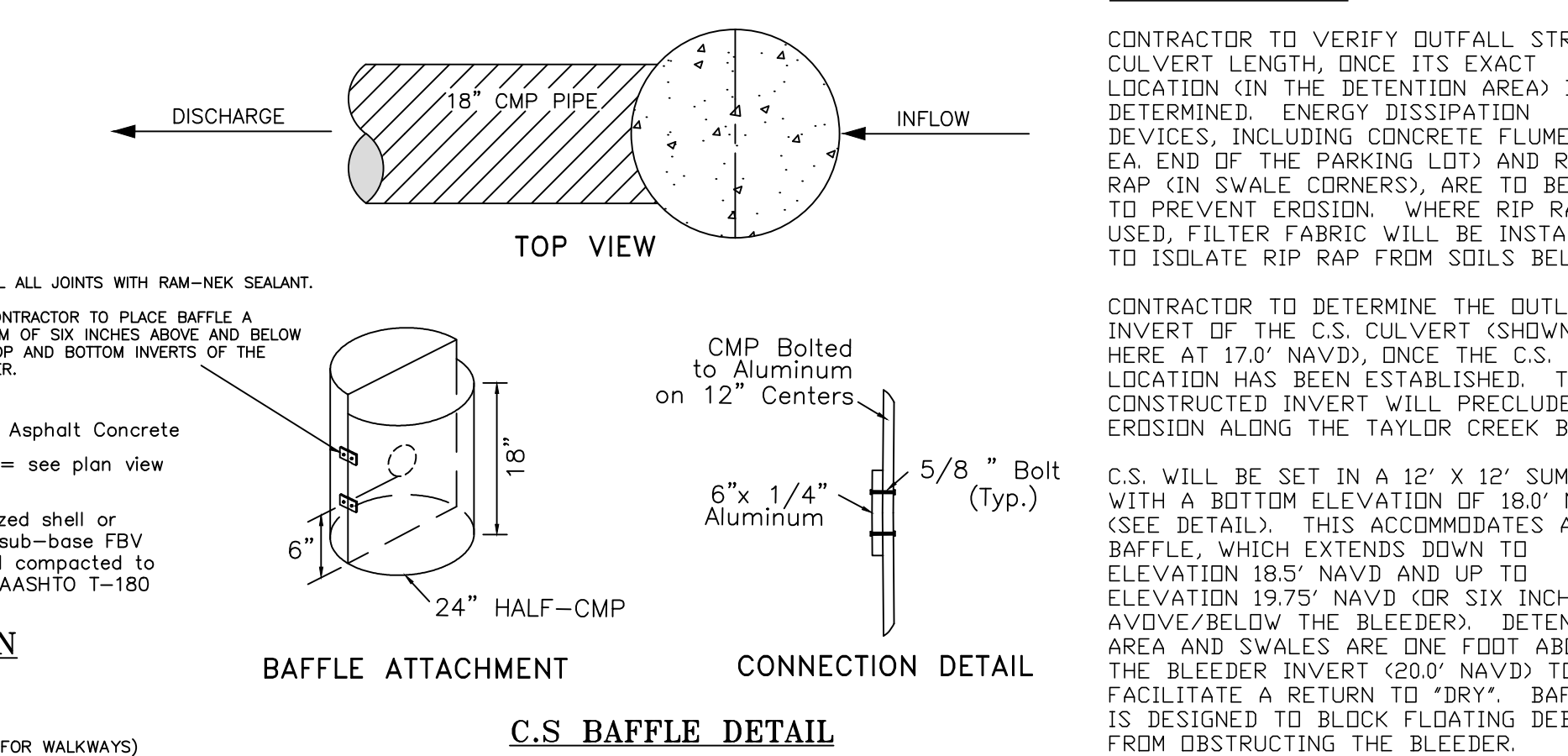
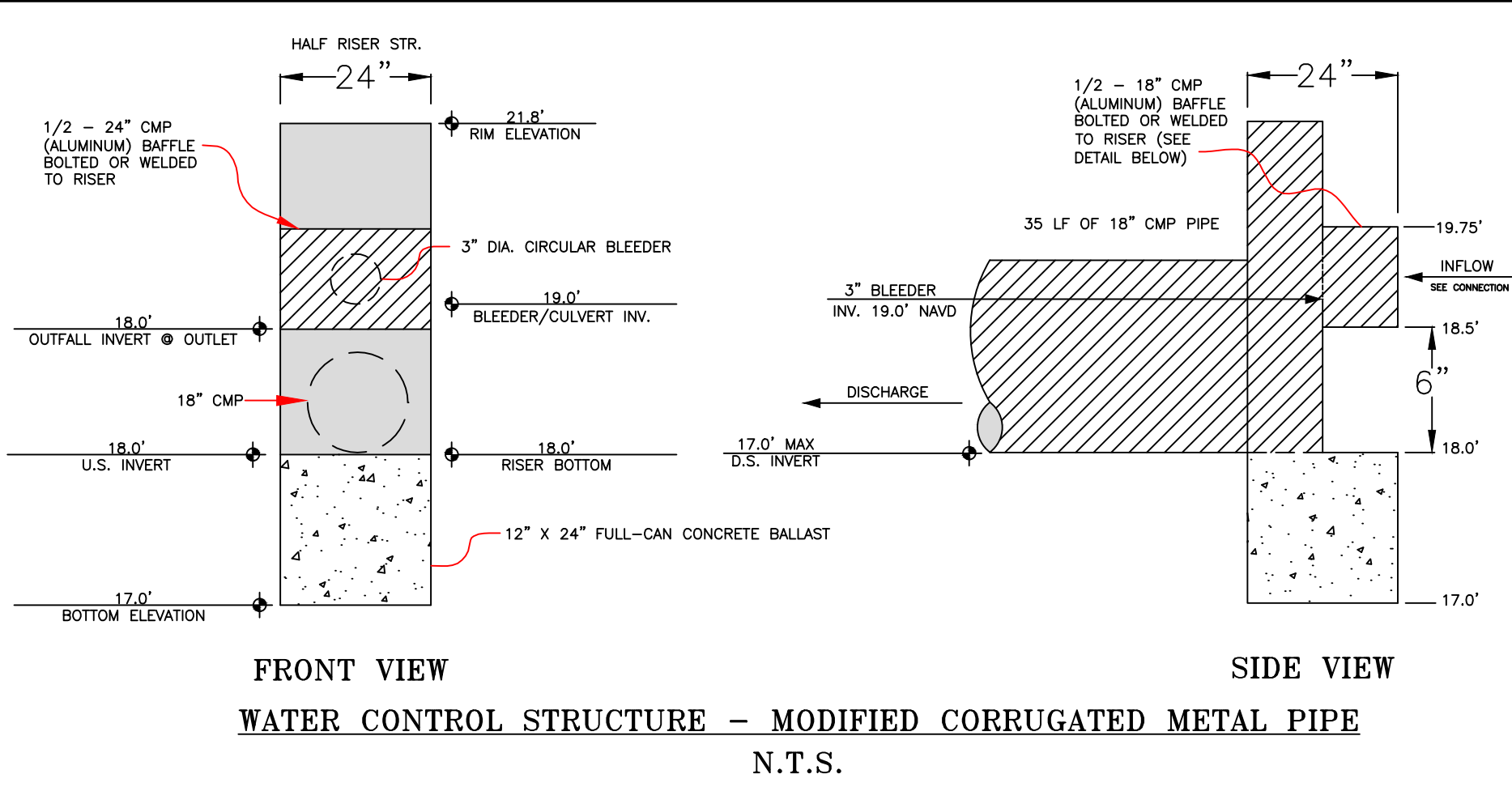


- GENERAL NOTES:**
- ALL AREAS NOT COVERED BY PAVEMENT OR BUILDING SHALL BE LANDSCAPED (FRONTAGE), SODDED (WMS) OR LEFT IN ITS NATURAL STATE (CANAL BANK).
  - PERMANENT EROSION CONTROL SHALL BE INCORPORATED AT THE EARLIEST PRACTICAL TIME.
  - TEMPORARY EROSION CONTROL (INCLUDING, SILT FENCE) SHALL BE USED TO PREVENT EROSION BEING DIRECTED OFFSITE.
  - TEMPORARY EROSION CONTROLS MAY CONSIST OF (BUT NOT LIMITED TO): GRASSING, SODDING, SAND BAGGING, SLOPE DRAINS, SEDIMENT BASINS, BERMS, BALED HAY OR STRAW, FLOATING TURBIDITY BARRIERS AND STAKED SILT FENCING.
  - LOCATION OF EXISTING UTILITY LINES AND DRAINAGE STRUCTURE (CONTROL STRUCTURE) ON THESE PLANS ARE APPROXIMATE ONLY. A IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THESE LOCATIONS (PRIOR TO COMMENCEMENT OF CONSTRUCTION).
  - IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ANY EXISTING UNDERGROUND UTILITY LINES (NOT SHOWN ON THESE PLANS) AND TO PRESERVE AND PROTECT SAID UTILITY LINES.
  - WRITTEN DIMENSIONS ON PLANS SUPERCEDE SCALED DIMENSIONS.
  - CONTRACTOR SHALL SCHEDULE OPERATIONS SUCH THAT A MINIMUM AREA OF UNPROTECTED ERODIBLE EARTH (NECESSARY FOR EFFICIENT CONSTRUCTION OPERATIONS) SHALL BE EXPOSED AT ONE TIME (AND FOR THE SHORTEST DURATION POSSIBLE).
  - CONTRACTOR SHALL NOTIFY THE SUPERINTENDENTS OF THE WATER, GAS, SEWER, TELEPHONE, CABLE T.V. AND ELECTRIC POWER COMPANIES TEN (10) DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION HE INTENDS TO CONDUCT IN THESE SPECIFIC AREAS.
  - OWNERS DISCLAIM ANY RESPONSIBILITY FOR THE SUPPORT AND PROTECTION OF SEWERS, DRAINS, WATER PIPES, GAS LINES, CONDUITS OF ANY KIND, UTILITIES WHICH LEGALLY OCCUPY ANY STREET, ALLEY, PUBLIC PLACE, EASEMENT OR RIGHT-OF-WAY.
  - ALL DISTURBED AREAS SHALL BE GRADED FOR POSITIVE DRAINAGE AND SHALL RECEIVE SOD AS DIRECTED.
  - ANY DISCREPANCIES ON THESE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER (PRIOR TO COMMENCING SAID WORK).
  - FILL (UNDER BUILDING AND PARKING) SHALL BE COMPACTED IN LIFTS NOT EXCEEDING TWELVE (12) INCHES TO A DENSITY OF 98% PER AASHTO T-180. REFER TO BUILDING PLANS FOR ANY STRUCTURAL COMPACTION REQUIREMENTS.
  - CONTRACTOR SHALL MAINTAIN TRAFFIC DURING CONSTRUCTION IN ACCORDANCE WITH "THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
  - CONTRACTOR SHALL OBTAIN COPIES OF ALL REQUIRED PERMITS, PRIOR TO COMMENCING WORK.
  - IT IS THE CONTRACTOR'S RESPONSIBILITY TO EXAMINE THE WORK SITE TO INFORM HIMSELF OF THE CONDITION UNDER WHICH THE WORK IS TO BE PERFORMED.
  - ALL DISPLACED TREES AND OTHER VEGETATIVE MATTER SHALL BE REMOVED FROM THE SITE IN A LEGAL MANNER.
  - RUNOFF FROM IMPROVEMENTS (INCLUDING PARKING AND BUILDING), IS DESIGNED TO BE DIRECTED TO THE WATER MANAGEMENT SYSTEM (WMS), WHICH INCLUDES SWALES AND DRY DETENTION AREA CONTAINING THE OUTFALL CONTROL STRUCTURE.
  - OUTFALL CONTROL STRUCTURE IS DESIGNED TO CONTAIN THE DESIGN STAGE (21.8' NAVD) - PER DESIGN STORM MODELING), WHILE UTILIZING THE MINIMUM BLEEDER SIZE (3.0-INCHES) RESULTING IN A PEAK DESIGN DISCHARGE OF 0.39 CFS (S-133 BASIN).
  - THE 100 YEAR - 3 DAY (ZERO DISCHARGE) STAGE WAS CALCULATED AT ELEVATION 22.85' NAVD. MODELING (WITH DISCHARGE) RESULTED IN A STAGE OF 22.1' NAVD. PROPOSED MINIMUM FINISHED FLOOR ELEVATION (23.5' NAVD) EXCEEDS BOTH STAGES.

- IMPORTANT NOTES:**
- ALL EXPOSED AREAS, INCLUDING SWALES AND DRY DETENTION, WILL BE SODDED USING BAHIA, UPON REACHING FINAL GRADES.
  - A PRE-CONSTRUCTION MEETING WILL BE CONDUCTED (ENGINEER AND CONTRACTOR) PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
  - SILT FENCING WILL BE USED TO PRECLUDE THE MOVEMENT OF SEDIMENT OFFSITE DURING CONSTRUCTION. DRY SEASON CONSTRUCTION REDUCES THE NEED TO MANAGE RUNOFF.
  - NO ROADSIDE SWALE EXISTS, SO A DRIVEWAY CULVERT IS NOT PROPOSED. THE EXISTING SIDEWALK WILL BE REPLACED AS A FINAL COMPONENT OF CONSTRUCTION.
  - DUE TO THE LOW VOLUME OF TRAFFIC ANTICIPATED BY THIS USE, NO TRAFFIC STUDY IS REQUIRED.
  - THE SITE DOES NOT CONTAIN ANY ENVIRONMENTALLY SENSITIVE LANDS (WETLANDS).
  - THE EXISTING CORPS EASEMENT IS TO REMAIN UNAFFECTED BY THIS PROJECT. NO BUILDING OR OTHER STRUCTURES ARE PROPOSED THEREIN.
  - WATER AND SEWER SERVICES WILL BE COORDINATED WITH OKEECHOBEE UTILITY AUTHORITY (OUA). A SIX (6) INCH WATER MAIN IS LOCATED ON THE EAST SIDE OF SE 8TH AVENUE. AN EXISTING LIFT STATION IS LOCATED JUST SOUTH OF THIS PROJECT (WEST OF SE 8TH AVE).
  - ELEVATIONS WERE COLLECTED IN COOPERATION WITH TRADEWINDS SURVEYING GROUP, LLC.
  - ALL ELEVATIONS, COLLECTED AS PART OF THIS APPLICATION, ARE REFERENCED TO NAVD (1988). BENCHMARKS, PREVIOUSLY ESTABLISHED, WERE REFERENCED TO NGVD (1929). TO OBTAIN NGVD VALUES, ADD 1.22' TO NAVD VALUES.
  - CONTRACTOR TO WORK WITH ENGINEER AND SURVEYOR TO MEET THE INTENT OF THESE PLANS.



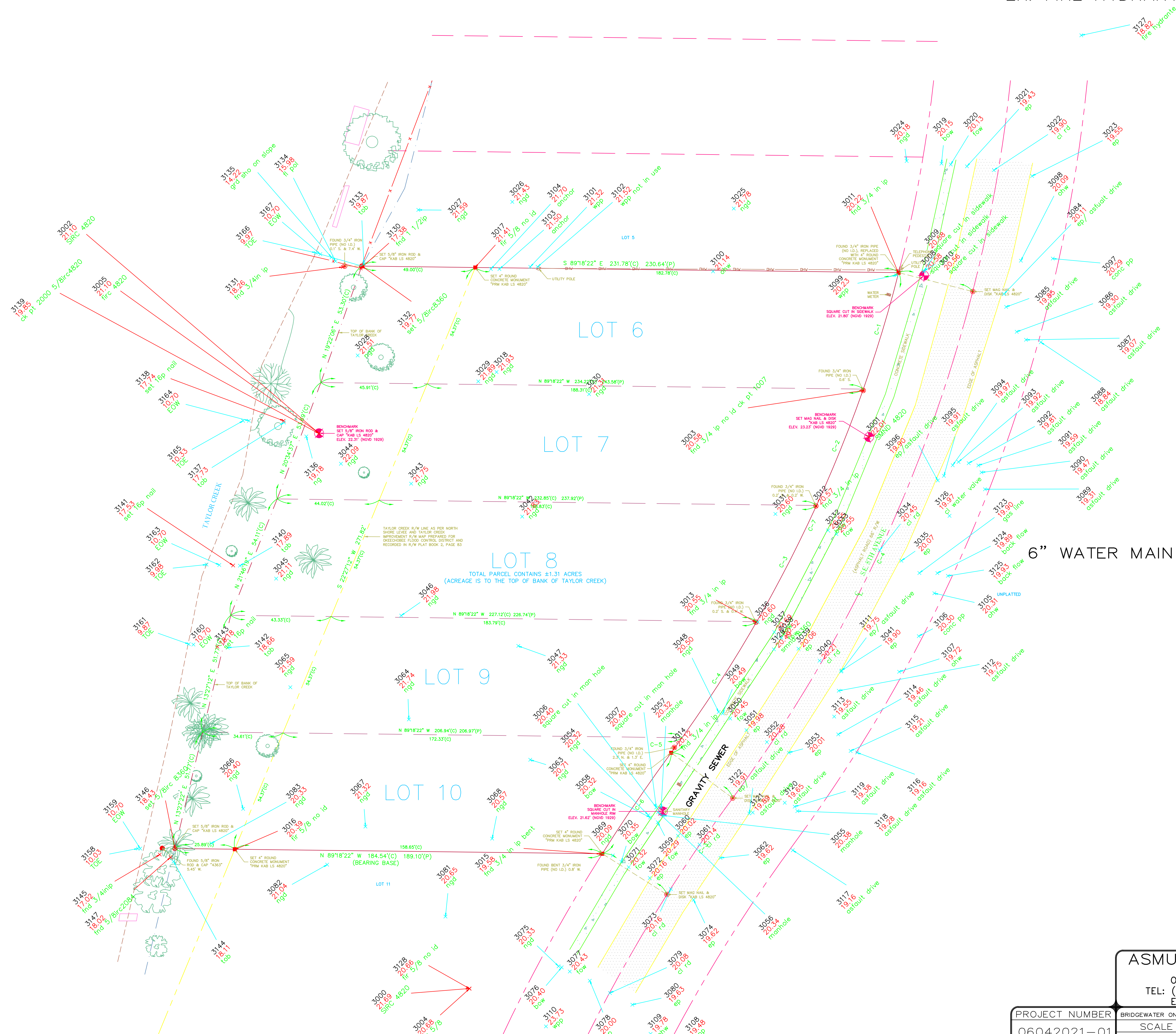
- SILT FENCING NOTES:**
- SILT FENCING TO BE INSTALLED TO CONTROL SEDIMENT MOVEMENT DURING CONSTRUCTION. ENGINEER SHALL WORK WITH CONTRACTOR TO DETERMINE SILT SCREEN NEEDS. A FLOATING TURBIDITY BARRIER SHALL BE USED, IF BANK DISTURBANCE (ALONG TAYLOR CREEK) OCCURS.
  - INSPECT AND REPAIR SILT FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHERE/WHEN NECESSARY.
  - SEDIMENT REMOVED (UNDER BLDG./PARKING) SHALL BE DEPOSITED IN UPLANDS (TO ELEVATION 22.0' NAVD (N.G.) AND STABILIZED OR REMOVED FROM THE SITE.
  - SILT FENCE SHALL BE PLACED ON SLOPED CONTOURS TO MAXIMIZE PONDING EFFICIENCY.



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EX. FIRE HYDRANT



6" WATER MAIN

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PROJECT NUMBER					BRIDGEWATER ON TAYLOR CREEK		File Topography.dwg		SHEET	
06042021-01					SCALE 1"=20'		CERTIFICATE OF AUTHORIZATION		4 of 5	
					OCTOBER 27, 2021		26134			



TECHNICAL SPECIFICATIONS:

1. CLEARING AND GRUBBING:

CLEARING AND GRUBBING, WHERE REQUIRED BY THESE PLANS, SHALL BE PERFORMED IN ACCORDANCE WITH ACCEPTED SPECIFICATIONS. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, COMPLETE REMOVAL OF ALL TREES, BRUSH, STUMPS, ROOTS, SEPTIC REMNANTS, GRASS, WEEDS, RUBBISH AND OTHER UNDESIRABLE MATERIAL (TO A DEPTH OF 18 INCHES BELOW NATURAL GROUND OR PROPOSED FINISHED GRADE, WHICHEVER IS LOWER). AREAS TO BE CLEARED GENERALLY CONSIST OF DRIVES, PAVED PARKING, BUILDING AREA AND WATER MANAGEMENT AREAS.

EROSION CONTROL SHALL BE ACCOMPLISHED BY SEEDING AND MULCHING OR SODDING. CONTRACTOR(S) TO WORK WITH ENGINEER AND CITY STAFF TO MEET THE INTENT OF THESE PLANS.

ALL MATERIAL REMOVED FROM THE SITE SHALL BE LEGALLY DISPOSED OF IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS. ORGANIC MATERIAL MAY BE BURNED ONSITE PROVIDED CONTRACTOR OBTAINS ALL REQUIRED BURN PERMITS. ANY UNBURNED REMAINS SHALL BE DISPOSED OF OFFSITE IN ACCORDANCE WITH ESTABLISHED REQUIREMENTS.

THE CONTRACTOR SHALL MAINTAIN ALL STORMWATER ONSITE DURING CONSTRUCTION AND PREVENT DISCHARGE OF TURBID WATER TO THE RECEIVING SYSTEM. SHOULD SEVERE STORM EVENTS OCCUR, MAKING CONTAINMENT IMPOSSIBLE, CONTRACTOR SHALL TAKE ALL POSSIBLE STEPS TO PREVENT DISCHARGE OF TURBID WATER. "STEPS" INCLUDE: INSTALLATION OF ADDITIONAL SILT FENCE, UTILIZATION OF HAY BALES, CONTAINMENT BERMS AND FOR EXTREMES TREATMENT OF STORMWATER PONDS WITH ALUM.

2. EARTHWORK & GRADING:

ALL EARTHWORK AND GRADING SHALL BE PERFORMED AS REQUIRED TO ACHIEVE FINAL GRADES, TYPICAL SECTIONS (AND ELEVATIONS) INDICATED ON THE PLANS. IN ALL OTHER RESPECTS, MATERIALS AND CONSTRUCTION METHODS FOR EARTHWORK, EMBANKMENT, EXCAVATION AND GRADING SHALL CONFORM TO ALL REQUIREMENTS OF THE CITY OF OKEECHOBEE (REFER TO LDR'S). ANY UNDESIRABLE MATERIAL, WITHIN THREE (3) FEET OF FINISHED ROAD GRADE, SHALL BE REMOVED AND REPLACED WITH SUITABLE MATERIAL.

3. PAVING IMPROVEMENTS:

ALL AREAS PROPOSED FOR PAVING SHALL BE CONSTRUCTED IN ACCORDANCE WITH DESIGN GRADES AND TYPICAL SECTIONS SHOWN HEREIN. CONSTRUCTION SHALL BE IN CONFORMANCE WITH ALL CITY REQUIREMENTS.

A. ASPHALT: PRIME COAT AND TACK COAT FOR BASE COURSES, AND BETWEEN LIFTS, SHALL CONFORM TO THE REQUIREMENTS OF SECTIONS 300-1 THROUGH 300-7 OF THE FDOT SPECIFICATIONS. PRIME COAT SHALL BE APPLIED AT A RATE OF 0.25 GALLONS PER SQUARE YARD AND TACK COAT AT A RATE OF 0.10 GALLONS PER SQUARE YARD, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

ASPHALT SURFACE COURSE SHALL BE TWO-INCHES OF TYPE S-3 PER FDOT SECTION 331, WITH A MAXIMUM AGGREGATE SIZE OF 1/2-INCH AND SHALL HAVE A MINIMUM MARSHALL STABILITY OF 1,000 POUNDS. THICKNESS SHALL BE AS SPECIFIED ABOVE FOR EACH PAVEMENT SECTION.

B. BASE: AN EIGHT-INCH LIMEROCK BASE MATERIAL SHALL BE COMPACTED TO 98% OF MAXIMUM DENSITY PER AASHTO T-180. ALL LIMEROCK-SHELL SHALL MEET THE MINIMUM REQUIREMENTS OF FDOT SECTION 911. AS AN ALTERNATIVE, CEMENTED COQUINA CONFORMING TO FDOT SECTION 915 MAY BE USED AS A SUBSTITUTE, WITH THE SAME COMPACTION SPECIFICATIONS PREVIOUSLY DESCRIBED.

C. SUB-GRADE: A TWELVE-INCH SUB-GRADE SHALL BE COMPACTED TO 98% OF MAXIMUM DENSITY PER AASHTO T-180, AND STABILIZED TO A MINIMUM FBV OF 75 PSI. SUB-GRADE SHALL BE THOROUGHLY ROLLED WITH A PNEUMATIC-TIRED ROLLER PRIOR TO SCHEDULING ANY SUB-GRADE INSPECTION.

D. CONCRETE PAVEMENT:

CONCRETE PAVEMENT SURFACE COURSE SHALL BE FIBER REINFORCED CONCRETE WITH A 28 DAY COMPRESSIVE STRENGTH OF 3,000 PSI.

COMPACTED SUB-GRADE IN CONFORMANCE WITH ASPHALT SUB-GRADE ABOVE (C).

SUB-GRADE SHALL BE MOISTENED AS REQUIRED TO PROVIDE A UNIFORM DAMPENED SURFACE AT TIME CONCRETE IS POURED.

CONTRACTION JOINTS SHALL BE CONSTRUCTED TRUE TO LINE WITH FACE PERPENDICULAR TO SURFACE OF PAVEMENT. JOINTS SHALL BE PROVIDED IN BOTH LONGITUDINAL AND TRANSVERSE DIRECTIONS AT A MAXIMUM SPACING OF EIGHTEEN (18) FEET. DEPTH OF CONTRACTION JOINTS SHALL BE NO GREATER THAN 1/4 NOR LESS THAN 1/5 OF PAVEMENT THICKNESS. CONTRACTION JOINTS SHALL BE FORMED BY SAWING, PRE-MOLDED INSERTS OR HAND TOOL. JOINTS MUST BE COMPLETED BETWEEN FOUR (4) AND EIGHTEEN (18) HOURS AFTER CONCRETE HAS BEEN PLACED.

EXPANSION JOINTS SHALL BE PLACED BETWEEN PROPOSED PAVEMENT & OTHER RIGID STRUCTURES SUCH AS DRAINAGE INLETS & EXISTING CONCRETE SLABS. EXPANSION JOINTS SHALL BE 1/2" WIDE & FILLED WITH A PREFORMED EXPANSION JOINT FILLER, CONFORMING TO AASHTO M-213, & JOINT SEALING COMPOUND, CONFORMING TO AASHTO M-173.

CONSTRUCTION JOINTS SHALL BE USED IF CONCRETE PLACEMENT IS INTERRUPTED LONG ENOUGH TO CAUSE A COLD JOINT. IF POSSIBLE, CONSTRUCTION JOINTS SHALL BE PLACED AT LOCATION OF A PLANNED CONTRACTION JOINT. THE JOINT SHALL BE FORMED BY EITHER A SEMICIRCULAR KEY-WAY 2" DIAMETER OR 14" LONG 6" DOWELS PLACED ACROSS THE JOINT 12" ON CENTER.

FINISH OF CONCRETE SHALL BE A UNIFORM, GRITTY, NON-SLIP SURFACE, BROOM FINISHED WITH A COARSE BROOM TO PROVIDE A NON-SKID SURFACE JUST BEFORE THE WATER SHEEN DISAPPEARS. NO WATER SHALL BE ADDED TO THE SURFACE TO ASSIST FINISHING OPERATIONS. CONCRETE SHALL BE CURED BY PROTECTING IT AGAINST LOSS OF MOISTURE AND MECHANICAL INJURY FOR AT LEAST THREE (3) DAYS AFTER PLACEMENT. A LIQUID CURING MEMBRANE, TRANSLUCENT WITH A FUGITIVE DYE AND CONFORMING TO AASHTO M-148, SHALL BE APPLIED IMMEDIATELY AFTER FINISHING HAS BEEN COMPLETED. READY-MIXED CONCRETE SHALL CONFORM TO AASHTO M-157. SLUMP SHALL BE BETWEEN TWO (2) AND FOUR (4) INCHES. NO WATER SHALL BE ADDED TO INCREASE WORKABILITY.

E. SOD: DISTURBED AREAS, INCLUDING SWALES ADJACENT TO ACCESS POINTS, WILL BE SODDED WITH BAHIA TO CONTROL WASHING/EROSION GOING FORWARD. RETENTION BOTTOMS WILL ALSO BE SODDED WITH BAHIA.

F. SEEDING, FERTILIZING AND MULCHING: ALL DISTURBED AREAS SHALL BE STABILIZED WITH SEED, FERTILIZER AND MULCH UPON COMPLETION AND ACCEPTANCE (BY ENGINEER) OF FINAL GRADING. CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING A STAND OF GRASS SUFFICIENT TO PREVENT EROSION AND TO ALLOW REMOVAL ANY TEMPORARY SILT FENCING. THIS APPLIES TO AREAS NOT COVERED BY SOD.

G. TESTING: CONTRACTOR SHALL SECURE SERVICES OF AN APPROVED INDEPENDENT TESTING LABORATORY TO CONDUCT ALL REQUIRED TESTING (INCLUDING COMPACTION AND THICKNESS) ON SUB-GRADE, BASE, ASPHALT AND CONCRETE. ALL TEST RESULTS WILL BE PROVIDED TO ENGINEER UPON RECEIPT, INCLUDING A MAP OF TEST LOCATIONS. TEST LOCATIONS SHALL BE THE MINIMUM AS REQUIRED BY THE CITY. ENGINEER WILL REQUIRE TESTING OF DRIVES (TWO IN THE RIGHT-OF-WAY AND TWO ONSITE), PARKING (FOUR) AND FOUNDATION (FOUR). SHOULD ANY TEST FAIL, CONTRACTOR SHALL (AT HIS OWN EXPENSE) REPAIR DEFICIENCIES AND RE-TEST UNTIL COMPLIANCE WITH SPECIFICATIONS IS DEMONSTRATED.

H. TRAFFIC CONTROL: INSTALLATION OF TRAFFIC CONTROL DEVICES SHALL BE IN CONFORMANCE WITH REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND CITY REQUIREMENTS.

4. DRAINAGE IMPROVEMENTS:

ALL LABOR, MATERIALS AND CONSTRUCTION METHODS SHALL BE IN CONFORMANCE WITH MINIMUM ENGINEERING AND CONSTRUCTION STANDARDS. TRENCH EXCAVATION AND BACK-FILLING OPERATIONS SHALL MEET OR EXCEED CITY REQUIREMENTS (AND/OR DUA). CONTRACTOR SHALL PROVIDE BACK-FILL COMPACTION TESTING TO DEMONSTRATE COMPLIANCE WITH ALL REQUIREMENTS.

CONTRACTOR SHALL COMPLY WITH CHAPTER 90-96, LAWS OF FLORIDA, WHICH REQUIRES CONTRACTOR PERFORMING TRENCH EXCAVATIONS (OVER FIVE FEET IN DEPTH) TO COMPLY WITH ALL APPLICABLE TRENCH SAFETY STANDARDS & SHORING REQUIREMENTS AS SET FORTH IN THE OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION'S (OSHA) EXCAVATION & SAFETY STANDARDS, 29 C.F.R. 19926.650, SUBPART P & INCORPORATED AS A STATE STANDARD (AS REVISED OR UPDATED). COST OF COMPLIANCE SHALL BE INCLUDED AS A SEPARATE LINE ITEM ON CONTRACTOR'S BID. OTHERWISE, CONTRACTOR CERTIFIES COST OF COMPLIANCE IS INCLUDED IN THE UNIT COST OF ALL ITEMS OF WORK, WHICH THIS REQUIREMENT APPLIES.

EROSION AND SEDIMENT CONTROL NOTES

CONSTRUCTION ACTIVITIES CAN RESULT IN THE GENERATION OF SIGNIFICANT LEVELS OF POLLUTANTS, WHICH MAY REACH SURFACE AND/OR GROUND WATERS. ONE OF THE PRIMARY POLLUTANTS OF SURFACE WATERS IS SEDIMENT IN EROSION. EXCESSIVE QUANTITIES OF SEDIMENT REACHING WATER BODIES HAS BEEN SHOWN TO ADVERSELY AFFECT THE PHYSICAL, BIOLOGICAL AND CHEMICAL PROPERTIES OF RECEIVING WATERS. TRANSPORTED SEDIMENT CAN OBSTRUCT STREAM CHANNELS, REDUCE THE HYDRAULIC CAPACITY, REDUCE THE CONVEYANCE CAPACITY OF CULVERTS AND OTHER CONVEYANCE FACILITIES AND ADVERSELY IMPACT BENTHIC INVERTEBRATE AND FISH SPECIES THROUGH SILTATION. EXCESSIVE SUSPENDED SEDIMENTS REDUCE LIGHT PENETRATION AND THEREFORE REDUCE PRIMARY PRODUCTIVITY WITHIN THESE RECEIVING SYSTEMS.

MINIMUM STANDARDS:

1. SEDIMENT BASINS, PERIMETER BERMS, EROSION CONTROL BARRIERS AND OTHER MEASURES, IMPLEMENTED TO TRAP SEDIMENT TRANSPORT, SHALL BE CONSTRUCTED AS THE FIRST STEP IN ANY LAND DISTURBING ACTIVITY AND SHALL BE MADE FUNCTIONAL BEFORE ANY LAND DISTURBANCE TAKES PLACE.

2. ALL SEDIMENT CONTROL MEASURES ARE TO BE ADJUSTED TO MEET FIELD CONDITIONS (AT THE TIME OF CONSTRUCTION) AND BE CONSTRUCTED PRIOR TO ANY GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIAL. PERIMETER SEDIMENT BARRIERS SHALL BE CONSTRUCTED TO PREVENT SEDIMENT OR TRASH FROM FLOWING, FLOATING OR BLOWING ONTO ADJACENT PROPERTIES.

3. PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN SEVEN DAYS AFTER FINAL GRADE IS REACHED (ON ANY PORTION OF THE SITE). TEMPORARY SOIL STABILIZATION SHALL BE APPLIED WITHIN SEVEN (7) DAYS TO DENUDED AREAS THAT MAY NOT BE AT FINAL GRADE, BUT WILL REMAIN UNDISTURBED FOR LONGER THAN THIRTY (30) DAYS. PERMANENT STABILIZATION SHALL BE APPLIED TO AREAS LEFT UNDISTURBED FOR MORE THAN ONE (1) YEAR.

4. DURING CONSTRUCTION, SOIL STOCKPILES SHALL BE STABILIZED OR PROTECTED WITH SEDIMENT TRAPPING MEASURES. APPLICANT IS RESPONSIBLE FOR TEMPORARY PROTECTION AND PERMANENT STABILIZATION OF ALL STOCKPILES MAINTAINED ON-SITE, AS WELL AS, SOIL INTENTIONALLY TRANSPORTED FROM THE SITE.

5. A PERMANENT VEGETATIVE COVER SHALL BE ESTABLISHED ON DENUDED AREAS, NOT OTHERWISE PERMANENTLY STABILIZED. PERMANENT VEGETATION SHALL NOT BE CONSIDERED ESTABLISHED UNTIL A GROUND COVER IS ACHIEVED THAT, IN THE OPINION OF THE ENGINEER, IS UNIFORM, MATURE ENOUGH TO SURVIVE AND WILL FUNCTION TO INHIBIT EROSION GOING FORWARD.

6. STABILIZATION MEASURES SHALL BE APPLIED TO EARTHEN STRUCTURES SUCH AS DAMS, PERIMETER BERMS, DIKES AND DIVERSIONS IMMEDIATELY FOLLOWING INSTALLATION.

7. SURFACE RUNOFF FROM DISTURBED AREAS, THAT ARE COMPRISED OF FLOW FROM DRAINAGE AREAS GREATER THAN OR EQUAL TO ONE (1) ACRE, SHALL BE CONTROLLED BY A SEDIMENT BASIN. SEDIMENT BASIN SHALL BE DESIGNED AND CONSTRUCTED TO ACCOMMODATE ANTICIPATED SEDIMENT LOADING FROM DISTURBED AREAS. OUTFALL DEVICE DESIGN SHALL TAKE INTO ACCOUNT TOTAL DRAINAGE AREA FLOWING THROUGH THE DEVICE FROM DISTURBED AREAS.

8. FOLLOWING ANY SIGNIFICANT RAINFALL EVENT, SEDIMENT CONTROL STRUCTURES WILL BE INSPECTED FOR INTEGRITY AND FUNCTIONALITY. ANY DAMAGED DEVICES SHALL BE CORRECTED IMMEDIATELY.

9. CONCENTRATED RUNOFF SHALL NOT FLOW DOWN CUT OR FILL SLOPES UNLESS CONTAINED WITHIN AN ADEQUATE TEMPORARY OR PERMANENT CHANNEL OR STRUCTURE.

10. WHENEVER WATER SEEPS FROM A SLOPE FACE, ADEQUATE DRAINAGE OR OTHER EFFECTIVE PROTECTION SHALL BE PROVIDED.

11. PRIOR TO SWALES OR DRY DETENTION BECOMING OPERATIONAL, COMPACTION AND SODDING OF THESE AREAS SHALL BE COMPLETED IN ACCORDANCE WITH THESE PLANS AND ALL CITY REQUIREMENTS.

12. PERIODIC INSPECTION AND MAINTENANCE OF ALL SEDIMENT CONTROL STRUCTURES MUST BE PROVIDED TO ENSURE THE INTENDED PURPOSE IS ACCOMPLISHED. DEVELOPER, OWNER AND/OR CONTRACTOR SHALL BE CONTINUALLY BE RESPONSIBLE FOR ALL SEDIMENT LEAVING THE PROPERTY. SEDIMENT CONTROL MEASURES SHALL BE IN WORKING CONDITION AT THE END OF EACH WORKING DAY.

13. UNDERGROUND UTILITY LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING STANDARDS, IN ADDITION TO ALL OTHER APPLICABLE CRITERIA:

- A. NO MORE THAN 500 LINEAR FEET OF TRENCH MAY BE OPENED AT ONE TIME.
- B. EXCAVATED MATERIAL SHALL BE PLACED ON THE UPHILL SIDE OF TRENCHES.
- C. EFFLUENT FROM DE-WATERING OPERATIONS, IF PROPOSED, SHALL BE FILTERED OR PASSED THROUGH AN APPROVED SEDIMENT TRAPPING DEVICE, OR BOTH. THEN DISCHARGED IN A MANNER THAT DOES NOT ADVERSELY AFFECT RECEIVING SYSTEMS OR ADJACENT LANDS.
- D. RE-STABILIZATION SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THESE ESTABLISHED REGULATIONS.

14. WHERE CONSTRUCTION VEHICLE ACCESS ROUTES INTERSECT PAVED PUBLIC ROADS, PROVISIONS SHALL BE MADE TO MINIMIZE TRANSPORT OF SEDIMENT BY TRACKING ONTO PAVED SURFACES. AREAS WHERE SEDIMENT IS TRANSPORTED ONTO PUBLIC ROAD SURFACES SHALL BE CLEANED REGULARLY. SEDIMENT SHALL BE REMOVED FROM ROADS BY SHOVELING OR SWEEPING WITH TRANSPORT TO A SEDIMENT CONTROL DISPOSAL AREA. STREET WASHING SHALL BE ALLOWED ONLY AFTER SEDIMENT IS REMOVED IN THIS MANNER.

15. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN THIRTY (30) DAYS AFTER COMPLETION OF CONSTRUCTION OR UNTIL TEMPORARY MEASURES ARE NO LONGER NEEDED. DISTURBED SOIL AREAS, RESULTING FROM DISPOSITION OF TEMPORARY MEASURES, SHALL BE PERMANENTLY STABILIZED TO PREVENT FURTHER EROSION AND/OR SEDIMENTATION.

16. PROPERTIES AND WATERWAYS DOWNSTREAM FROM THE CONSTRUCTION SITE SHALL BE PROTECTED FROM SEDIMENT DEPOSITION AND EROSION.

17. EROSION CONTROL DESIGN AND CONSTRUCTION SHALL FOLLOW CITY REQUIREMENTS, USING DETAILS CONTAINED HEREIN AS A GUIDE.

UTILITY NOTES:

- 1. ALL FITTINGS AND STOPS SHALL BE BRASS PACK JOINT TYPE WITH CLAMP SCREW RETAINERS.
- 2. SERVICE SHALL NOT TERMINATE BENEATH PAVEMENT, SIDEWALK OR OTHER STRUCTURE.
- 3. EACH SERVICE SHALL TERMINATE AT A CURB STOP WHICH SHALL BE BURIED APPROXIMATELY 7" BELOW FINAL GRADE AND SHALL BE CLEARLY MARKED WITH A 2" X 2" X 18" STAKE WITH THE TOP PAINTED BLUE AND MARKED WITH THE LOT TO BE SERVED.
- 4. CORPORATION STOP BENEATH PAVEMENT SHALL BE INSTALLED HORIZONTALLY AND HAVE BOX AND COVER TO ALLOW OPERATION.
- 5. CURBS STOP SHALL BE LOCKING TYPE, STRAIGHT BALL VALVE WITH OUTLET SIZE AND THREADS TO MATCH INTENDED METER.
- 6. PROVIDE SCH 40 PVC CASING PIPE 4' BENEATH AND 4' BEYOND EDGES OF PAVEMENT.
- 7. SUCCESSIVE TAPS INTO THE WATER MAIN SHOULD BE SPACED AT A MINIMUM EIGHTEEN (18) INCHES.
- 8. THE SERVICE LINE SHALL BE CONTINUOUS FROM CORPORATION STOP TO CURB STOP OR WYE BRANCH WITH NO FITTINGS IN BETWEEN.
- 9. APPROVED BACKFLOW PREVENTION IS REQUIRED ON ALL SERVICES.
- 10. SERVICE CONNECTIONS ARE ALLOWED ONLY ON WATER MAINS 12" DIA. AND SMALLER. A SIX (6) INCH MAIN IS LOCATED EAST OF SE 8TH AVENUE.

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PROJECT NUMBER	BRIDGEWATER ON TAYLOR CREEK	File Specifications.dwg	SHEET
06042021-01	SCALE N.T.S.	CERTIFICATE OF AUTHORIZATION	5 of 5
	OCTOBER 27, 2021	26134	

# BRIDGEWATER ON TAYLOR CREEK

A SUBDIVISION IN SECTION 22, TOWNSHIP 37 SOUTH, RANGE 35 EAST, CITY OF OKEECHOBEE, OKEECHOBEE COUNTY, FLORIDA, BEING A REPLAT OF ALL OF LOTS 6 THROUGH 10, INCLUSIVE, TAYLOR CREEK MANOR, PLAT BOOK 3, PAGE 4, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS FILE NUMBER 2023\_\_\_\_\_

PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_  
SHEET 1 OF 2

## LEGAL DESCRIPTION

A PARCEL OF LAND IN SECTION 22, TOWNSHIP 37 SOUTH, RANGE 35 EAST, OKEECHOBEE COUNTY, FLORIDA, BEING ALL OF LOTS 6 THROUGH 10, INCLUSIVE, TAYLOR CREEK MANOR, PLAT BOOK 3, PAGE 4, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 5, AS SHOWN ON SAID PLAT OF TAYLOR CREEK MANOR, SAID CORNER BEING ON THE WESTERLY LINE OF THE RIGHT-OF-WAY FOR THE UNNAMED STREET, 66 FEET IN WIDTH, AS SHOWN ON SAID PLAT OF TAYLOR CREEK MANOR, AND AS DEDICATED AND SHOWN ON THE PLAT OF WILCOX SHORES, PLAT BOOK 2, PAGE 89, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, NOW NAMED SOUTHEAST 8TH AVENUE, SAID CORNER BEING A POINT ON A CURVE TO THE RIGHT AND CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 601.12 FEET, A RADIAL LINE BEARS N75°47'43"W FROM SAID POINT TO THE RADIUS POINT;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING 2 COURSES;

(1) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 22°00'13", A DISTANCE OF 230.85 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT AND CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 738.75 FEET;  
(2) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 4°05'31", A DISTANCE OF 52.76 FEET, TO A POINT OF NON-TANGENCY, SAID POINT BEING THE NORTHEAST CORNER OF LOT 11, AS SHOWN ON SAID PLAT OF TAYLOR CREEK MANOR;

THENCE, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, N89°26'45"W, ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 199.46 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY EDGE OF TAYLOR CREEK, SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 11;  
THENCE ALONG THE EASTERLY EDGE OF TAYLOR CREEK, MORE OR LESS, FOR THE FOLLOWING 4 COURSES;

(1) THENCE N14°28'24"E, A DISTANCE OF 90.83 FEET;

(2) THENCE N17°52'43"E, A DISTANCE OF 36.13 FEET;

(3) THENCE N11°26'53"E, A DISTANCE OF 63.57 FEET;

(4) THENCE N23°04'28"E, A DISTANCE OF 72.94 FEET, TO THE SOUTHWEST CORNER OF AFORESAID LOT 5;

THENCE, DEPARTING THE EASTERLY EDGE OF TAYLOR CREEK, S89°26'45"E, ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 251.80 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.39 ACRES, MORE OR LESS.

## CERTIFICATE OF TITLE

I, TERENCE P. MCCARTHY, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY AS FOLLOWS:

- RECORD TITLE TO THE LAND DESCRIBED AND SHOWN ON THIS PLAT IS IN THE NAME OF B & T FAIR INVESTMENTS, INC., A FLORIDA CORPORATION
- ALL TAXES THAT ARE DUE AND PAYABLE PURSUANT TO SECTION 197.192, F.S., HAVE BEEN PAID.
- ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON.
- THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

BY:

TERENCE P. MCCARTHY, ATTORNEY AT LAW

## CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT B & T FAIR INVESTMENTS, INC., A FLORIDA CORPORATION, OWNER OF THE LAND DESCRIBED AND SHOWN HEREON AS BRIDGEWATER ON TAYLOR CREEK, HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DOES HEREBY DEDICATE AS FOLLOWS:

### 1) ACCESS TRACT

TRACT A, AS SHOWN HEREON, IS HEREBY DEDICATED TO BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, FOR ACCESS AND PARKING PURPOSES FOR THE OWNERS OF LOTS IN THIS SUBDIVISION AND SHALL BE THE BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF OKEECHOBEE.

### 2) DRY DETENTION AREAS

THE DRY DETENTION AREAS, AS SHOWN HEREON, ARE HEREBY DEDICATED TO BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR STORMWATER MANAGEMENT AND DRAINAGE PURPOSES AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF OKEECHOBEE.

### 3) OPEN SPACE TRACTS

THE OPEN SPACE TRACTS OS-1 AND OS-2, AS SHOWN HEREON, ARE HEREBY DEDICATED TO BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR OPEN SPACE PURPOSES AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF OKEECHOBEE.

IN WITNESS WHEREOF, B & T FAIR INVESTMENTS, INC., A FLORIDA CORPORATION, HAS CAUSED THIS CERTIFICATE OF DEDICATION TO BE EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

SIGNED IN THE PRESENCE OF

WITNESS 1 SIGNATURE

WITNESS 2 SIGNATURE

WITNESS 1 PRINTED NAME

WITNESS 2 PRINTED NAME

**B & T FAIR INVESTMENTS, INC.,**  
A FLORIDA CORPORATION

SUBARNA JOSHI, PRESIDENT

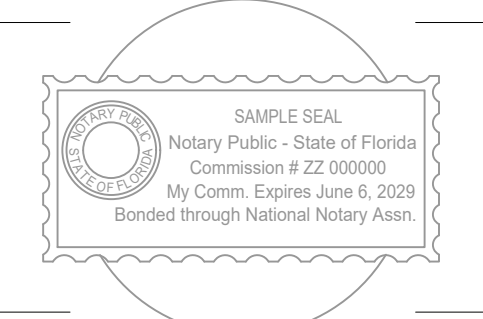
### ACKNOWLEDGEMENT

STATE OF FLORIDA  
COUNTY OF OKEECHOBEE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [X] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, BY SUBARNA JOSHI, AS PRESIDENT FOR B & T FAIR INVESTMENTS, INC., A FLORIDA CORPORATION, ON BEHALF OF THE CORPORATION, WHO IS [ ] PERSONALLY KNOWN TO ME OR HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

MY COMMISSION EXPIRES:

COMMISSION NUMBER



SIGNATURE

(PRINTED NAME) – NOTARY PUBLIC

SEAL  
**B & T FAIR INVESTMENTS, INC.**

## ACCEPTANCE OF DEDICATION

BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, ITS SUCCESSORS AND ASSIGNS, HEREBY ACCEPTS THE DEDICATIONS TO SAID ASSOCIATION AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON,

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

SIGNED IN THE PRESENCE OF

WITNESS 1 SIGNATURE

WITNESS 2 SIGNATURE

WITNESS 1 PRINTED NAME

WITNESS 2 PRINTED NAME

**BRIDGEWATER ON TAYLOR CREEK**  
**TOWNHOUSE ASSOCIATION, INC.,**  
A FLORIDA NOT FOR PROFIT CORPORATION

SUBARNA JOSHI, PRESIDENT

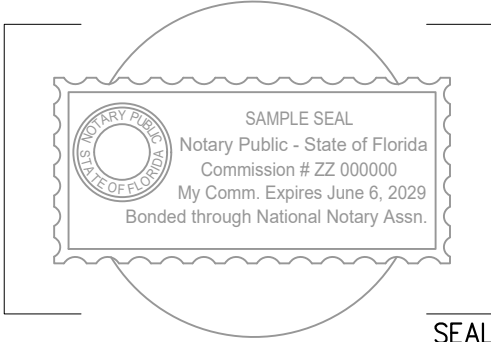
### ACKNOWLEDGEMENT

STATE OF FLORIDA  
COUNTY OF OKEECHOBEE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [X] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, BY SUBARNA JOSHI, AS PRESIDENT FOR BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, ON BEHALF OF THE CORPORATION, WHO IS [ ] PERSONALLY KNOWN TO ME OR HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

MY COMMISSION EXPIRES:

COMMISSION NUMBER



SEAL

SIGNATURE

(PRINTED NAME) – NOTARY PUBLIC

## MORTGAGEE'S CONSENT

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED HEREON BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORDS FILE NUMBER 2022005264 OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

SIGNED IN THE PRESENCE OF

WITNESS 1 SIGNATURE

WITNESS 2 SIGNATURE

WITNESS 1 PRINTED NAME

WITNESS 2 PRINTED NAME

**WACHULA STATE BANK**

BY:  
MARK DELANEY, VICE PRESIDENT

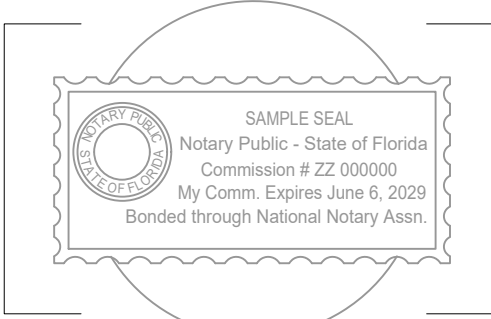
### ACKNOWLEDGEMENT

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [X] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, BY MARK DELANEY AS VICE PRESIDENT FOR WACHULA STATE BANK, ON BEHALF OF THE BANK, WHO IS [ ] PERSONALLY KNOWN TO ME OR HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

MY COMMISSION EXPIRES:

COMMISSION NUMBER



SEAL

SIGNATURE

(PRINTED NAME) – NOTARY PUBLIC

## CLERK'S CERTIFICATION

STATE OF FLORIDA  
COUNTY OF OKEECHOBEE

I, JERALD D. BRYANT, CLERK OF THE CIRCUIT COURT OF OKEECHOBEE COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK \_\_\_\_\_, PAGE(S) \_\_\_\_\_, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

JERALD D. BRYANT,  
CLERK OF THE CIRCUIT COURT  
OKEECHOBEE COUNTY, FLORIDA

## APPROVAL BY CITY OF OKEECHOBEE

STATE OF FLORIDA  
COUNTY OF OKEECHOBEE

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF OKEECHOBEE, FLORIDA,  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

ATTEST

DOWLING R. WATFORD, JR., MAYOR

LANE GAMIOTEA, CMC, CITY CLERK

## APPROVED AS TO FORM AND LEGAL SUFFICIENCY

JOHN J. FUMERO, CITY ATTORNEY

## CERTIFICATE OF REVIEW

IN ACCORDANCE WITH CHAPTER 177.081 FLORIDA STATUTES, THIS PLAT WAS REVIEWED FOR CONFORMANCE WITH CHAPTER 177, PART 1, FLORIDA STATUTES. WHILE RANDOM CHECKS OF GEOMETRIC DATA SHOWN HEREON WERE PERFORMED, NO REPRESENTATION HAS BEEN MADE TO THE FULL VERIFICATION OF THE DATA SHOWN HEREON.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
THOMAS MICHAEL ROOKS, JR.  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA REGISTRATION NUMBER 6347

## SURVEYOR'S NOTES

1. COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, FLORIDA EAST ZONE 0901, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT.

2. BEARINGS SHOWN HEREON ARE GRID BEARINGS, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, FLORIDA EAST ZONE 0901 AND BASED ON GLOBAL POSITIONING SYSTEM (GPS), REAL TIME KINEMATIC OBSERVATIONS UTILIZING THE TRIMBLE "VRS NOW" NETWORK OF CONTINUOUSLY OPERATING REFERENCE STATIONS WITH REDUNDANT MEASUREMENTS TO VERIFY ACCURACY.

## CERTIFICATE OF SURVEYOR AND MAPPER

I, JOHN J. RICE, HEREBY CERTIFY THAT THIS PLAT OF BRIDGEWATER ON TAYLOR CREEK, AS SHOWN HEREON, IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT SUCH SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SUCH SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET AS REQUIRED BY LAW; AND, FURTHER THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART I OF THE FLORIDA STATUTES.

DATE: \_\_\_\_\_

JOHN J. RICE, P.S.M.  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA REGISTRATION NUMBER LS4506  
TRADEWINDS SURVEYING GROUP, LLC  
200 SW 3RD AVE, OKEECHOBEE FL 34974  
LICENSED BUSINESS NUMBER LB8360

SEAL  
REVIEWING SURVEYOR

SEAL  
JOHN J. RICE, P.S.M.

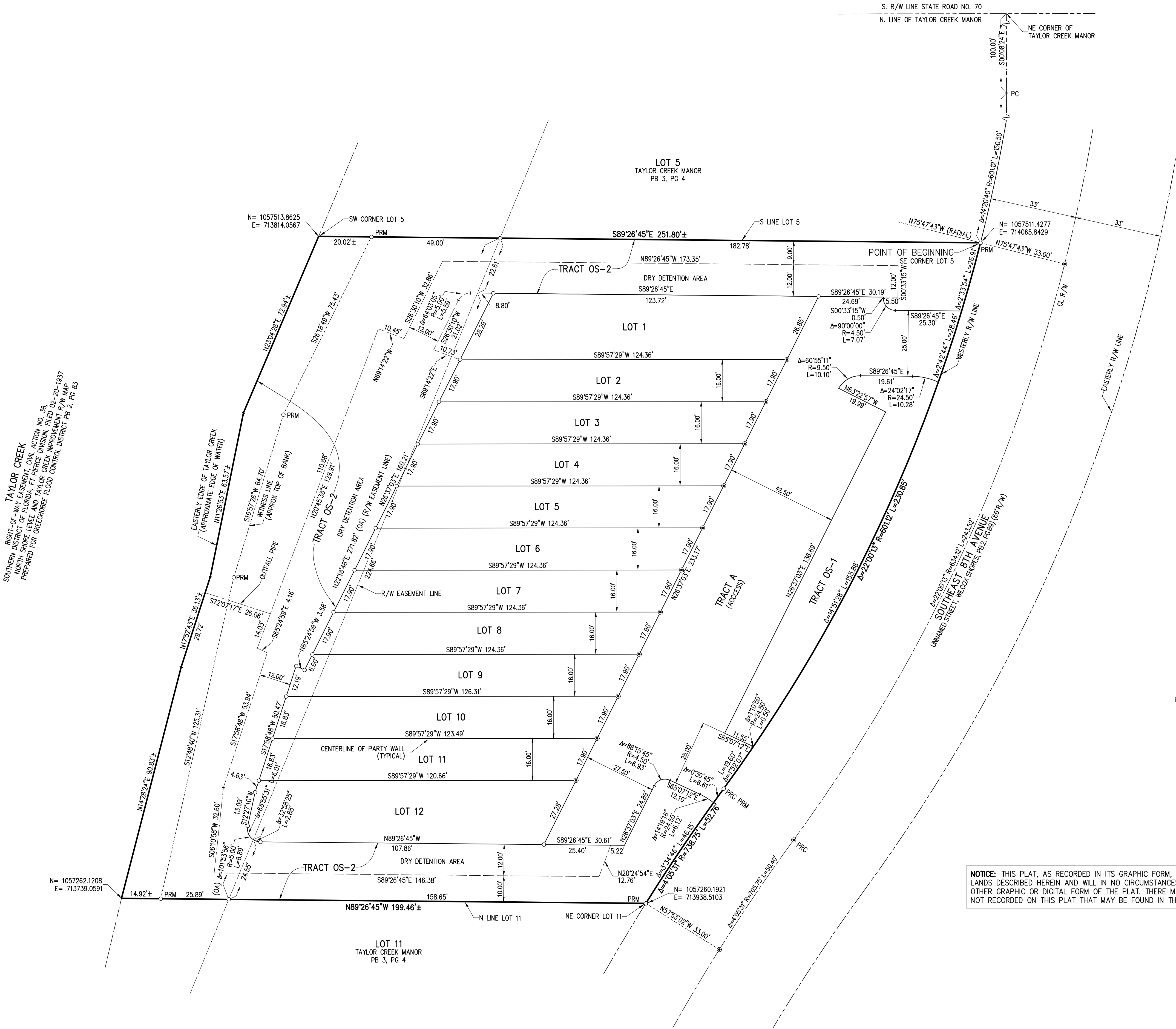
THIS INSTRUMENT WAS PREPARED BY: JOHN J. RICE, P.S.M.  
IN THE OFFICE OF TRADEWINDS SURVEYING GROUP, LLC

**TRADEWINDS SURVEYING GROUP, LLC**  
200 Southwest 3rd Avenue, Okeechobee, FL 34974  
Tel: (863) 763-2887 Fax: (863) 763-4342  
Licensed Business Number LB 8360



BRIDGEWATER ON TAYLOR CREEK

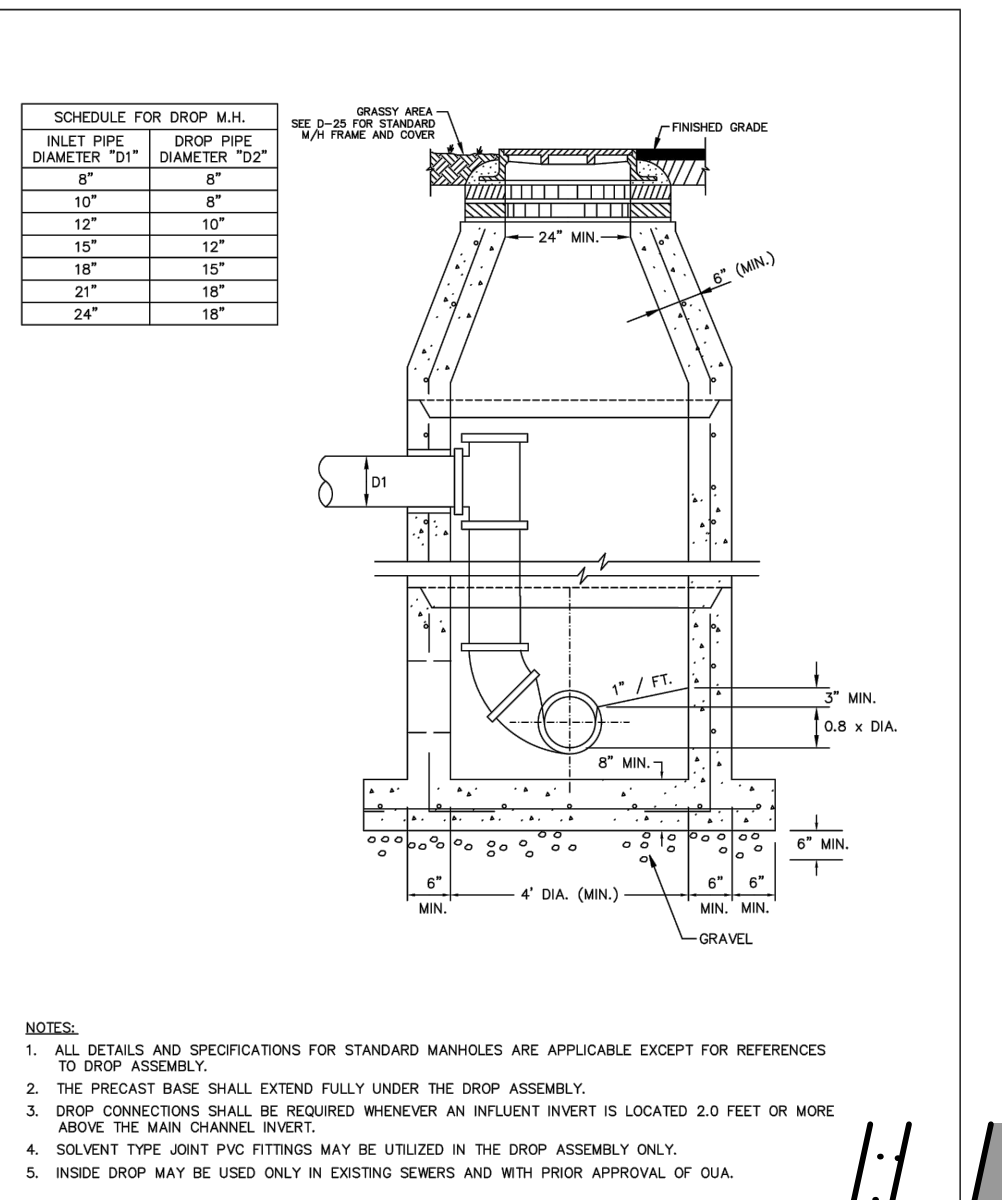
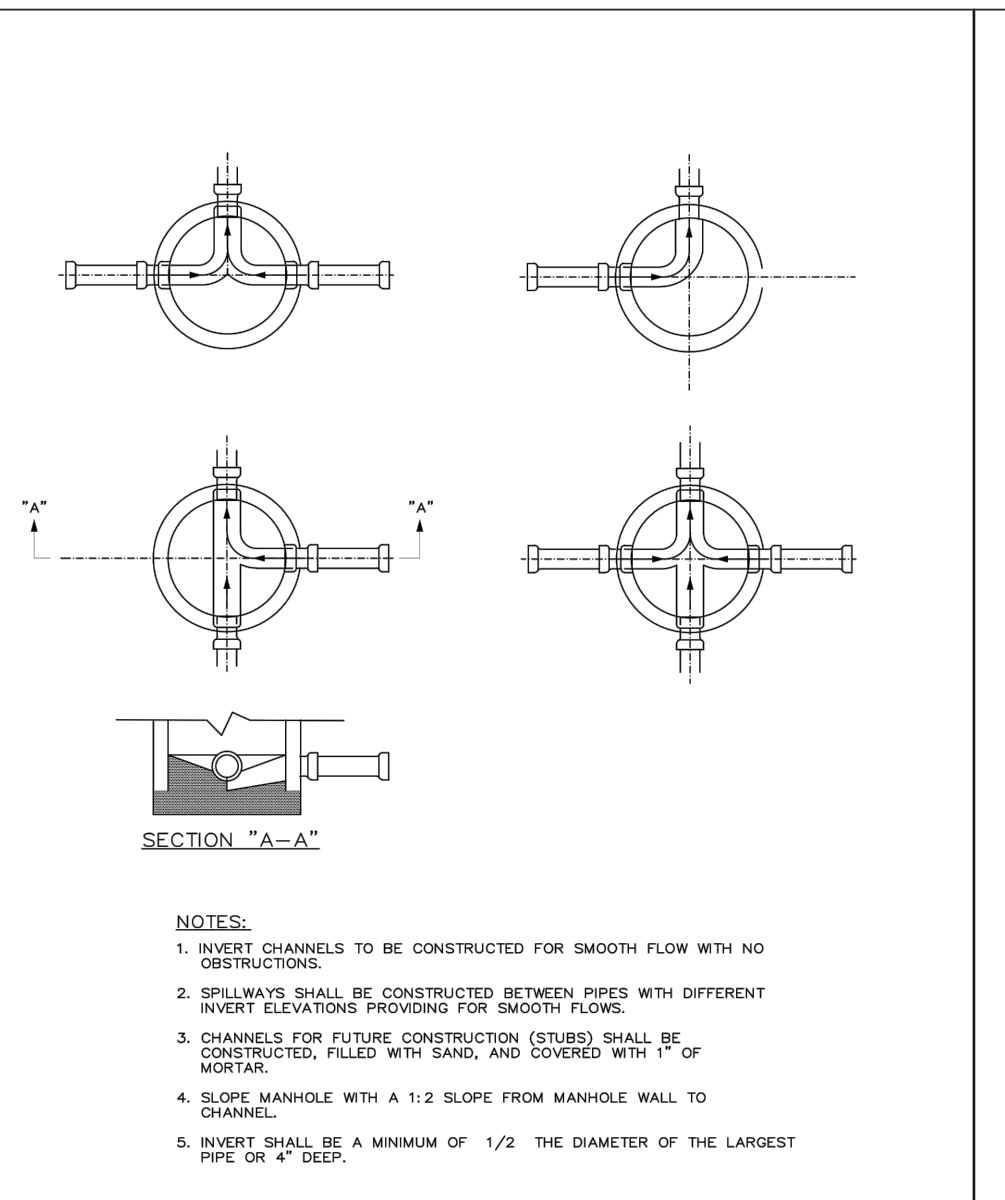
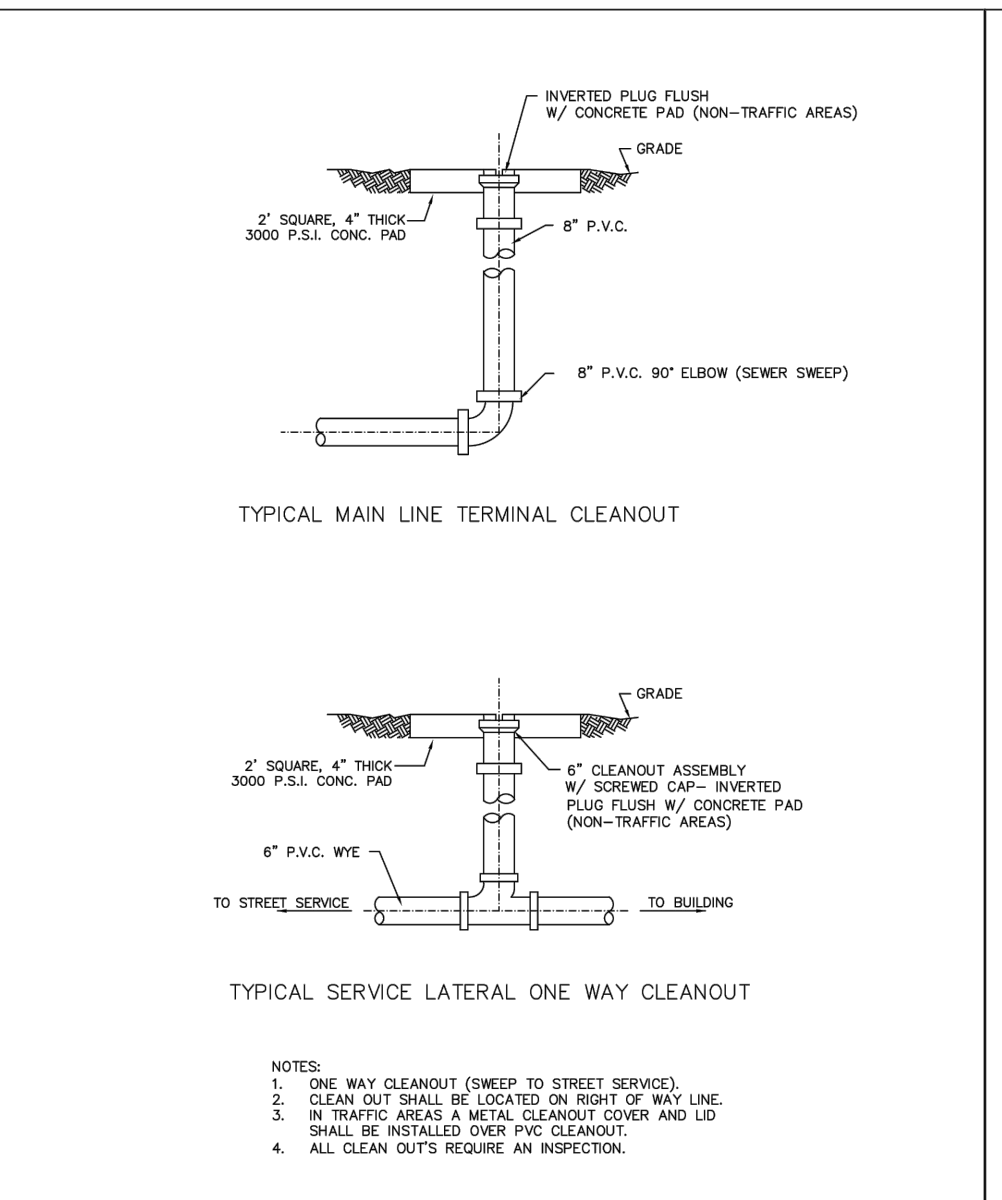
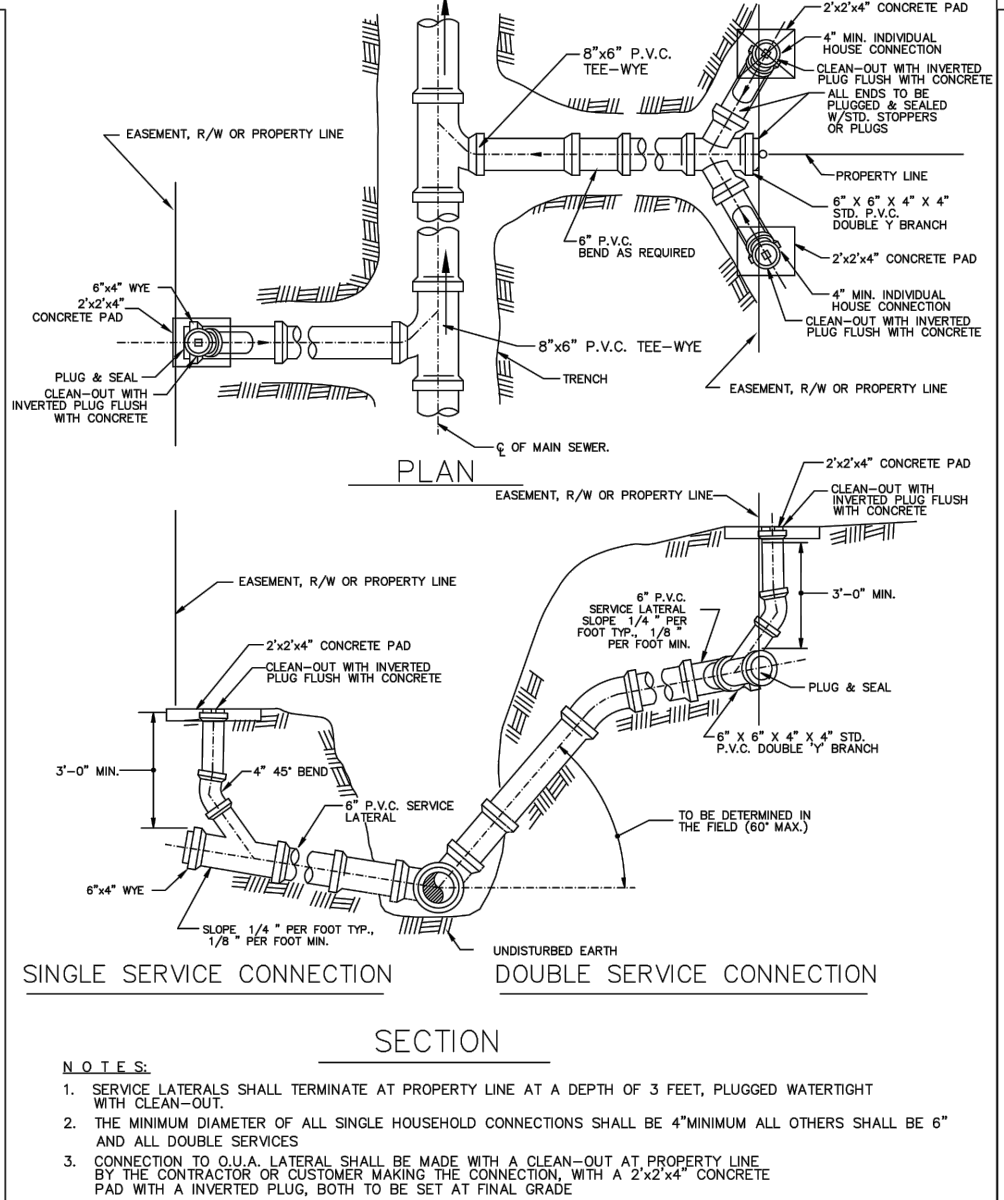
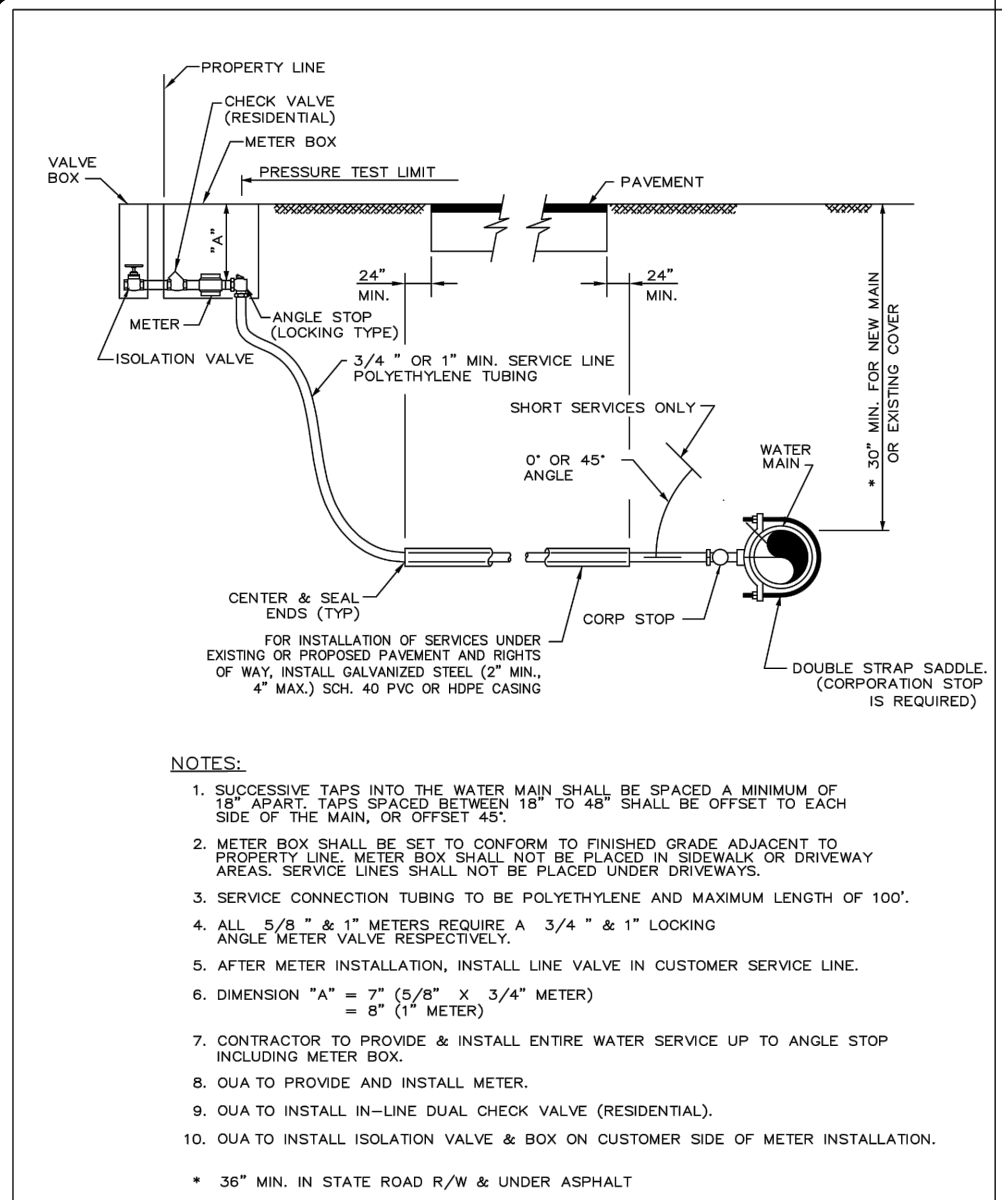
A SUBDIVISION IN SECTION 22, TOWNSHIP 37 SOUTH, RANGE 35 EAST, CITY OF OKEECHOBEE, OKEECHOBEE COUNTY, FLORIDA, BEING A REPLAT OF ALL OF LOTS 6 THROUGH 10, INCLUSIVE, TAYLOR CREEK MANOR, PLAT BOOK 3, PAGE 4, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.



- ABBREVIATIONS
- (OA) - OVERALL
  - CL - CENTERLINE
  - E+ - EASTING+
  - N+ - NORTHING+
  - PB - PLAT BOOK
  - PC - POINT OF CURVATURE
  - PG - PAGE
  - PRC - POINT OF REVERSE CURVATURE
  - R/W - RIGHT-OF-WAY
  - SFWD - SOUTH FLORIDA WATER MANAGEMENT DISTRICT
  - SR - STATE ROAD
- LEGEND
- SET 5/8" IRON ROD AND CAP STAMPED LB 8360
  - PRM○ SET 5/8" IRON ROD AND CAP STAMPED LB 8360 PRM
  - SET MAG NAIL WITH DISC STAMPED LB 8360

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





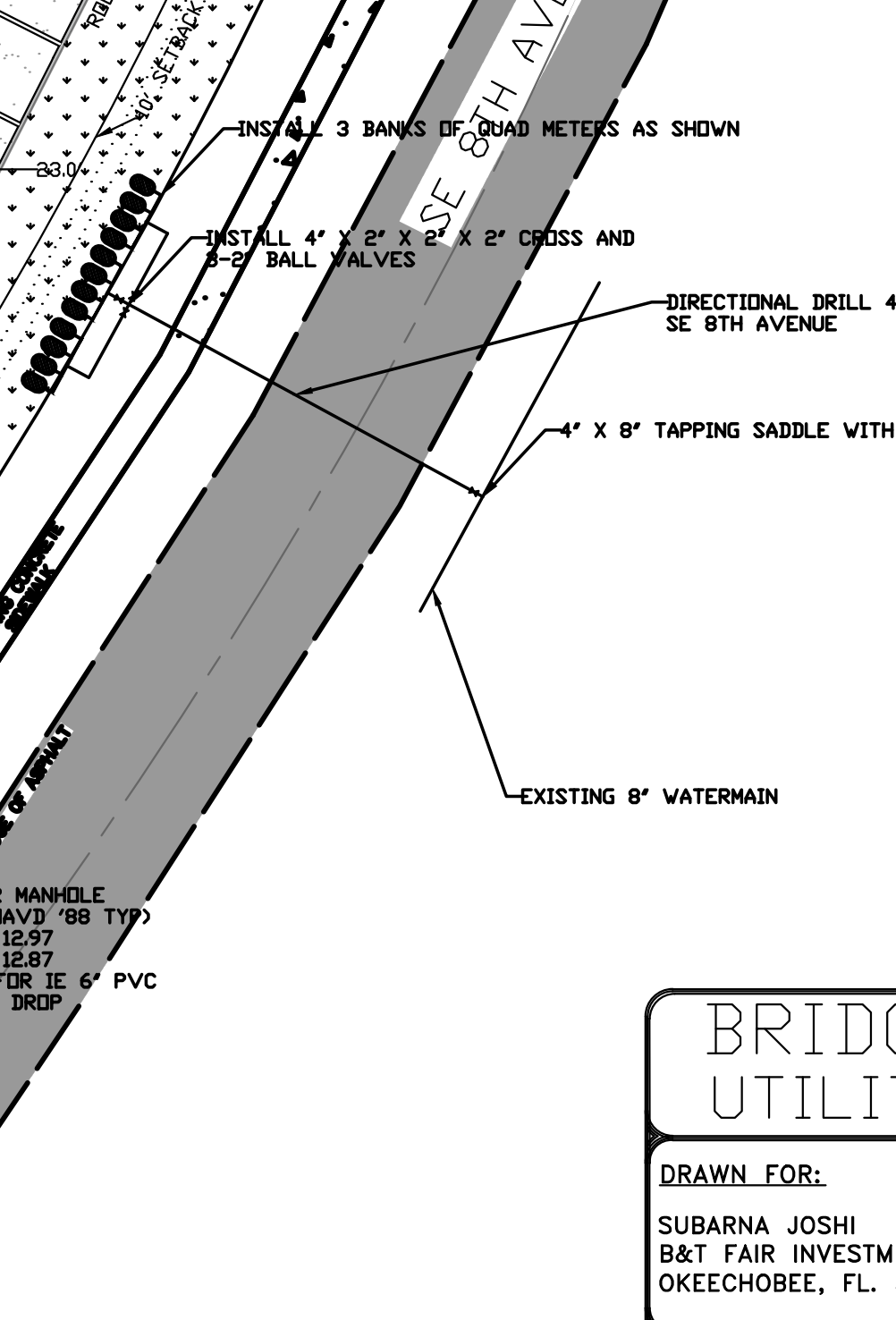
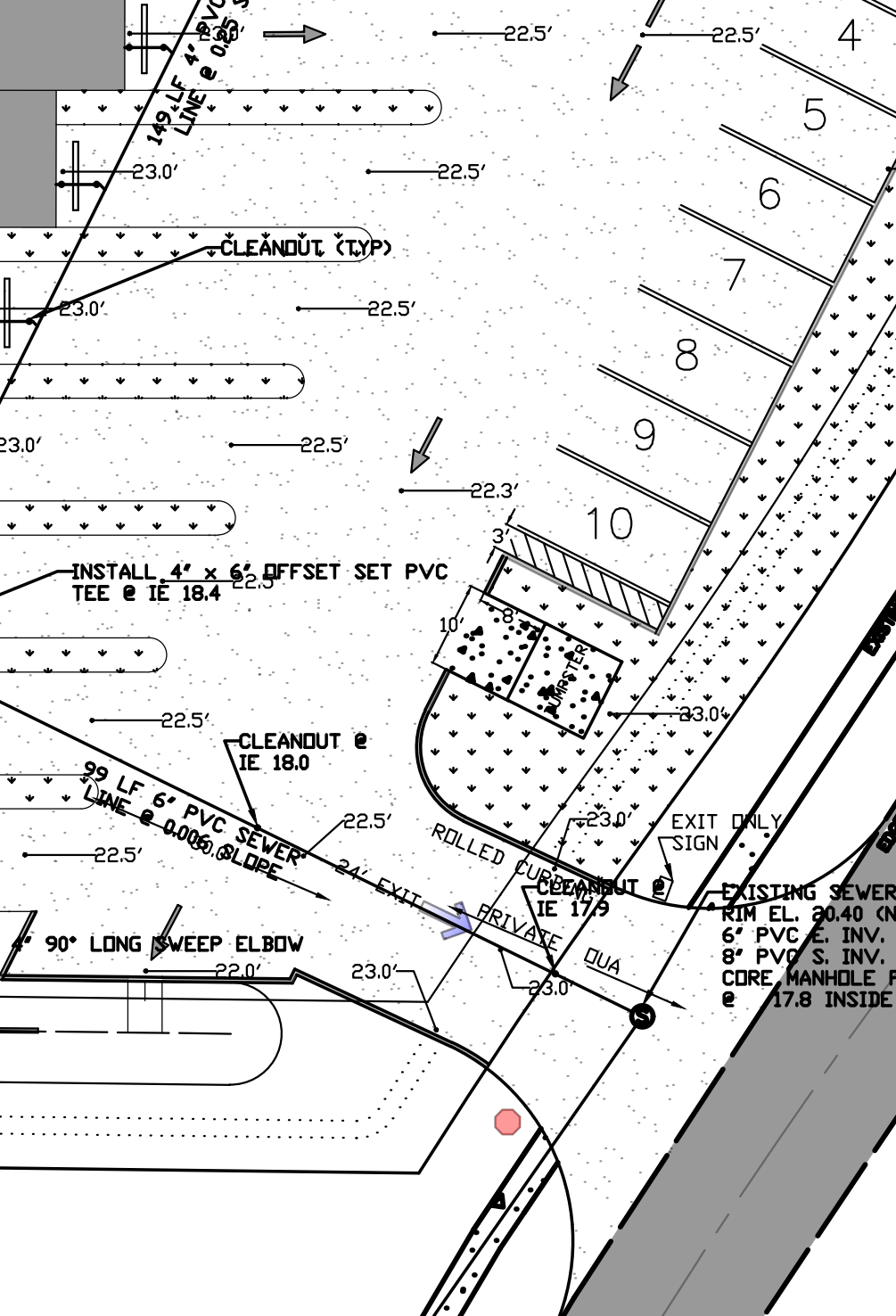
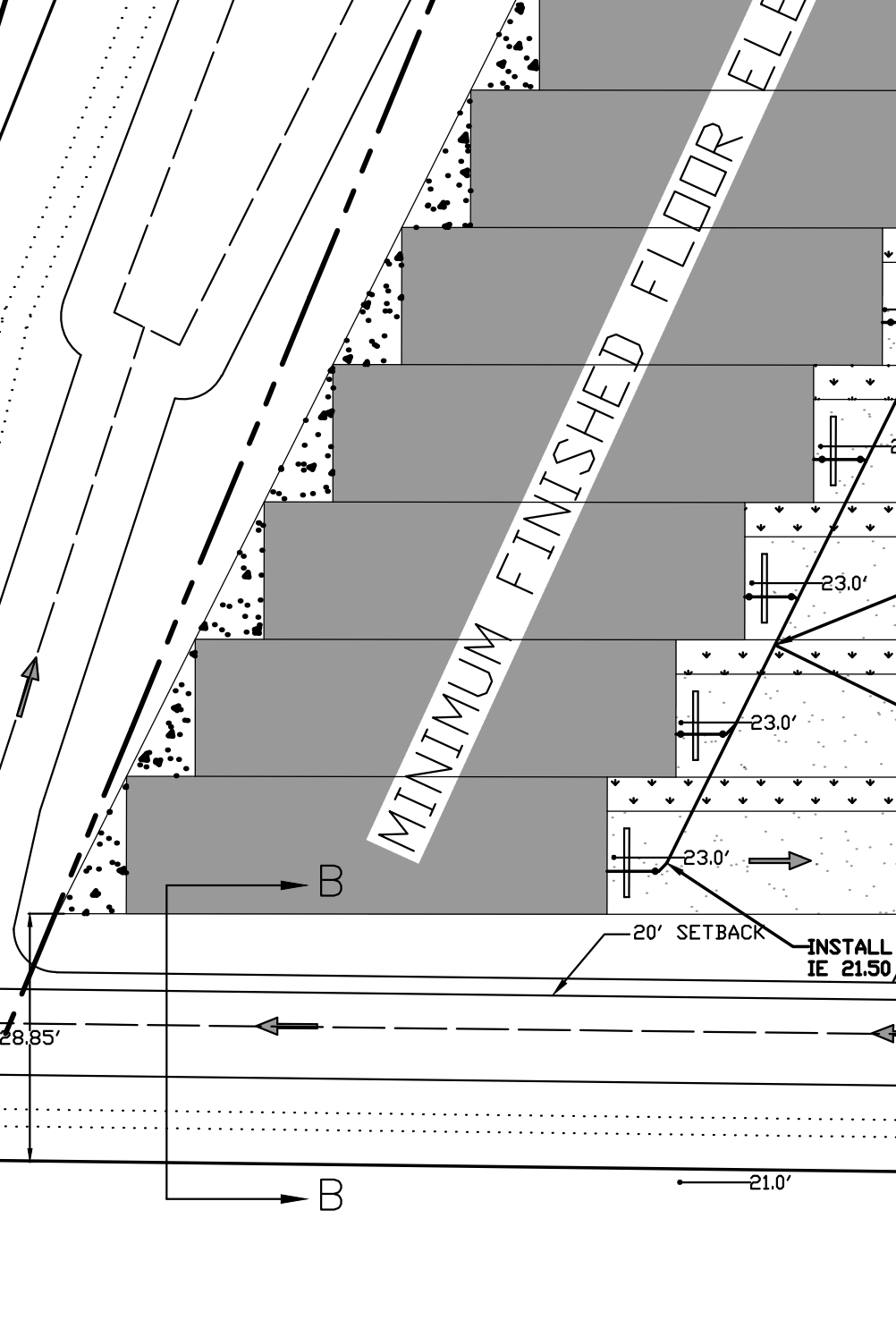
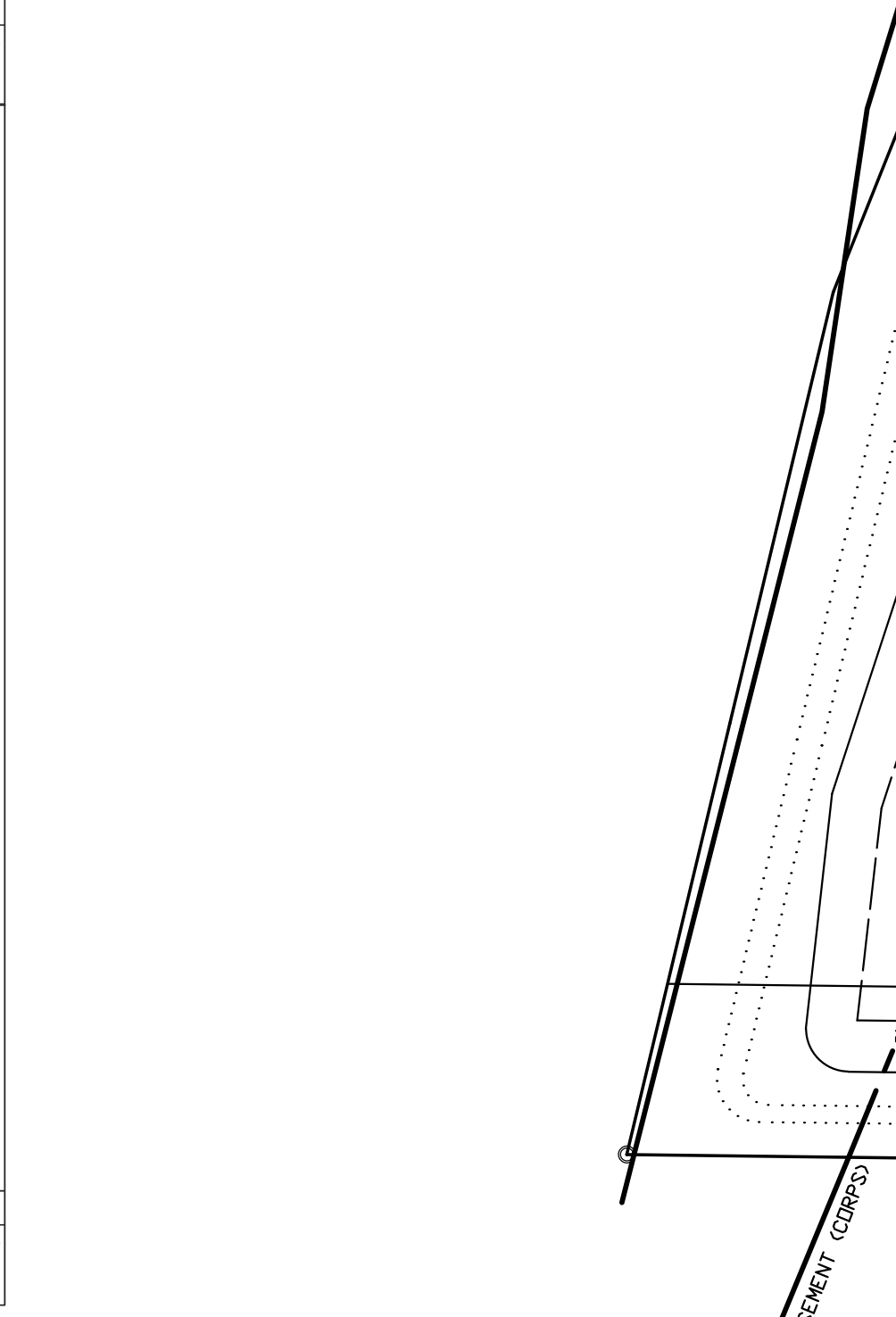
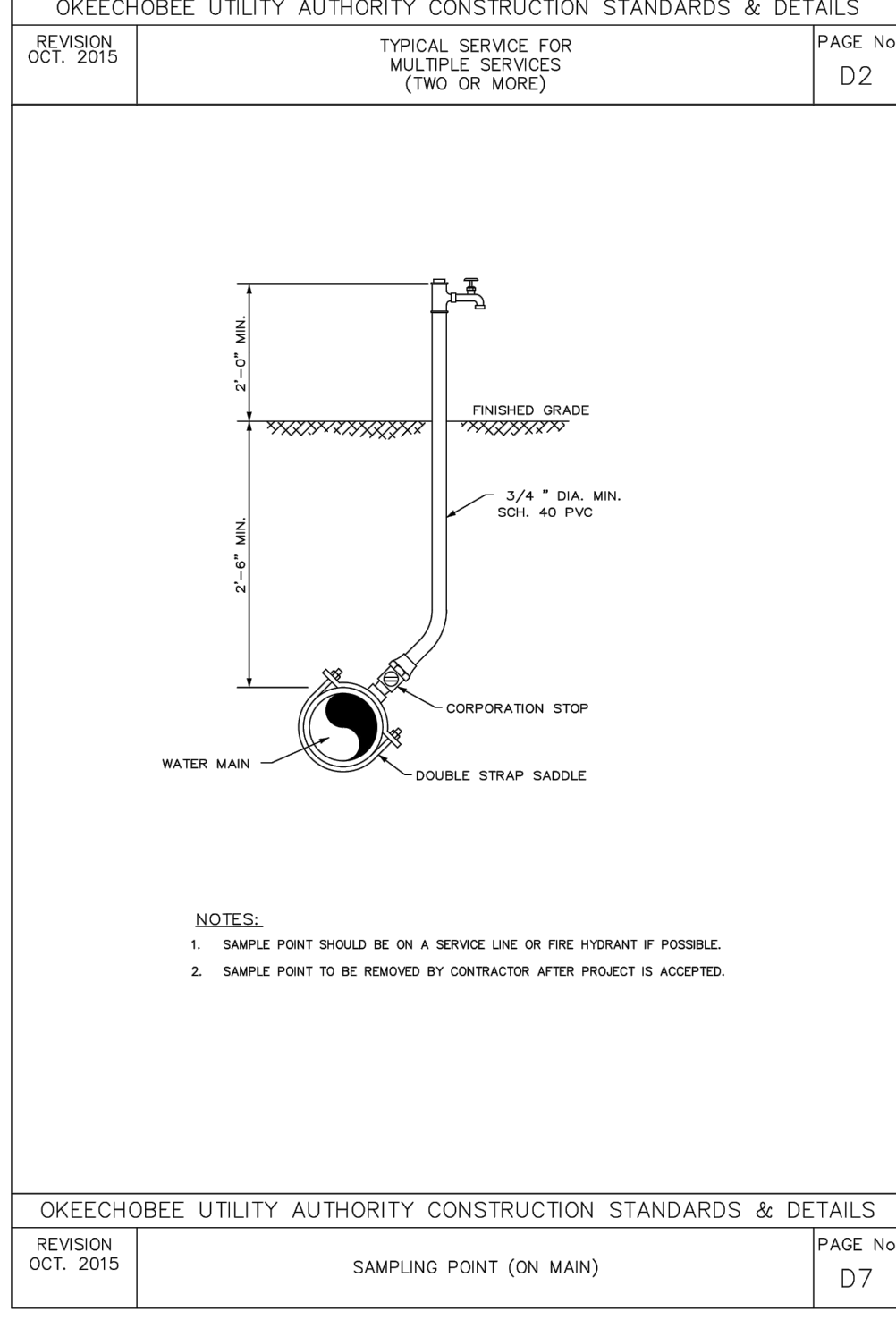
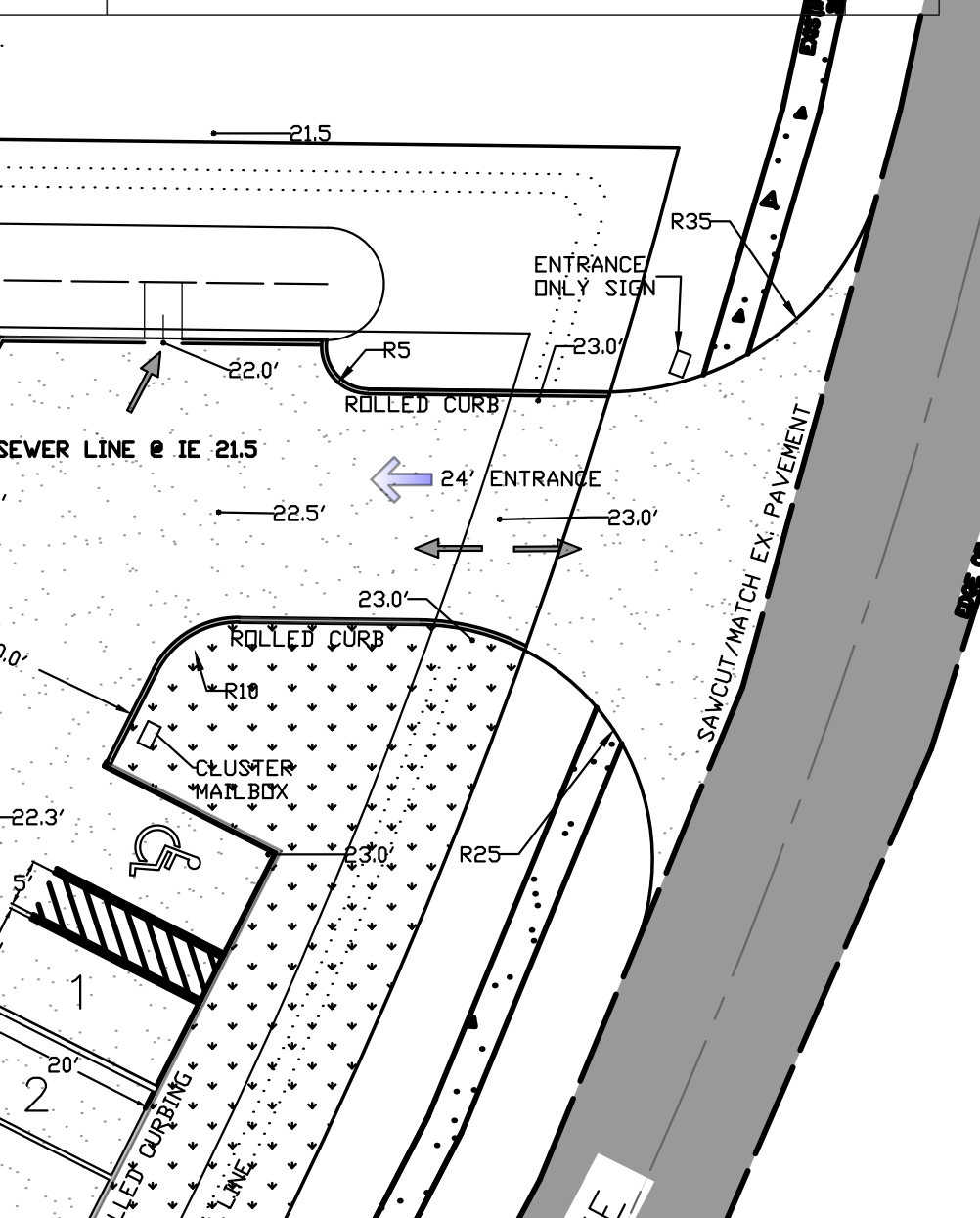
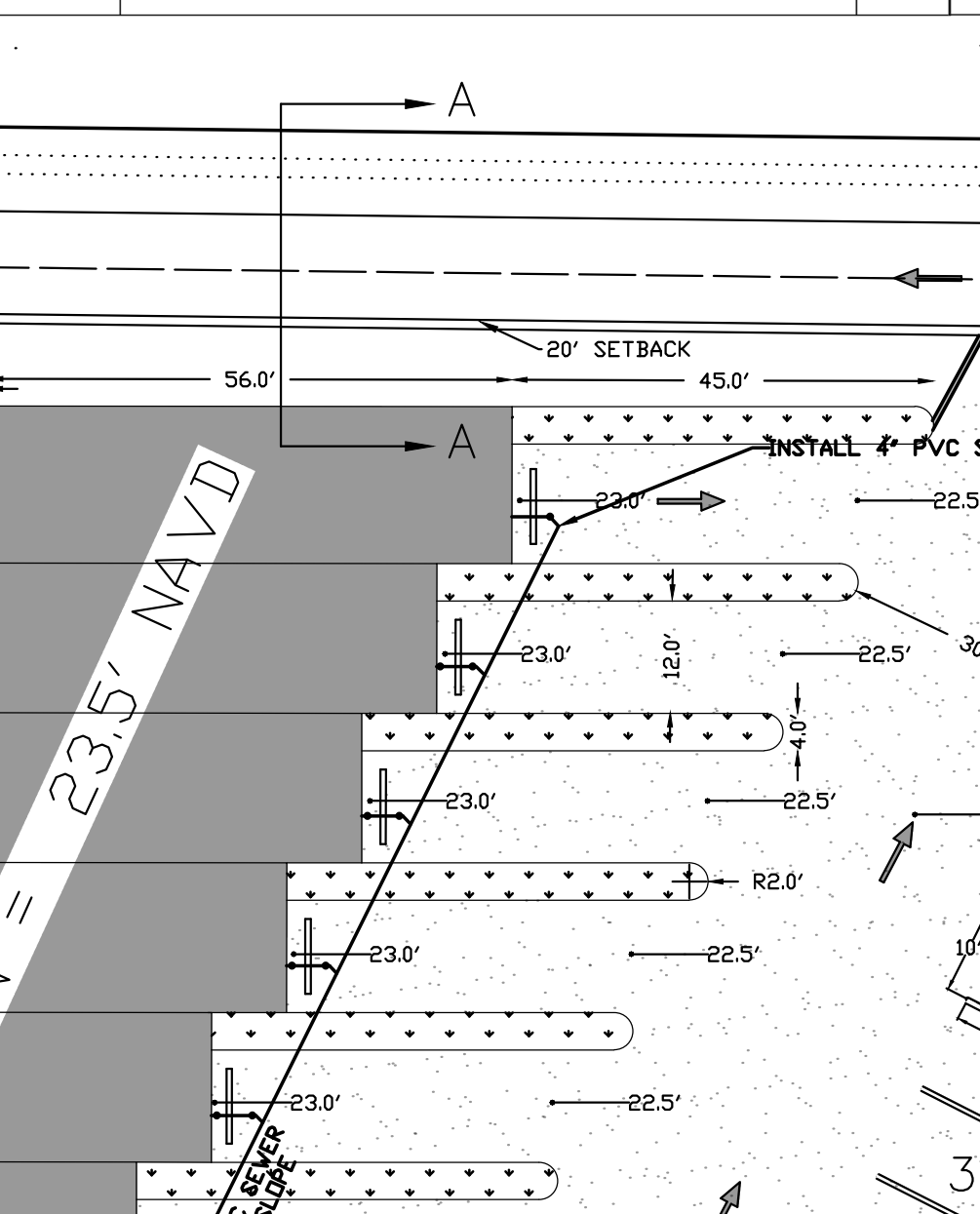
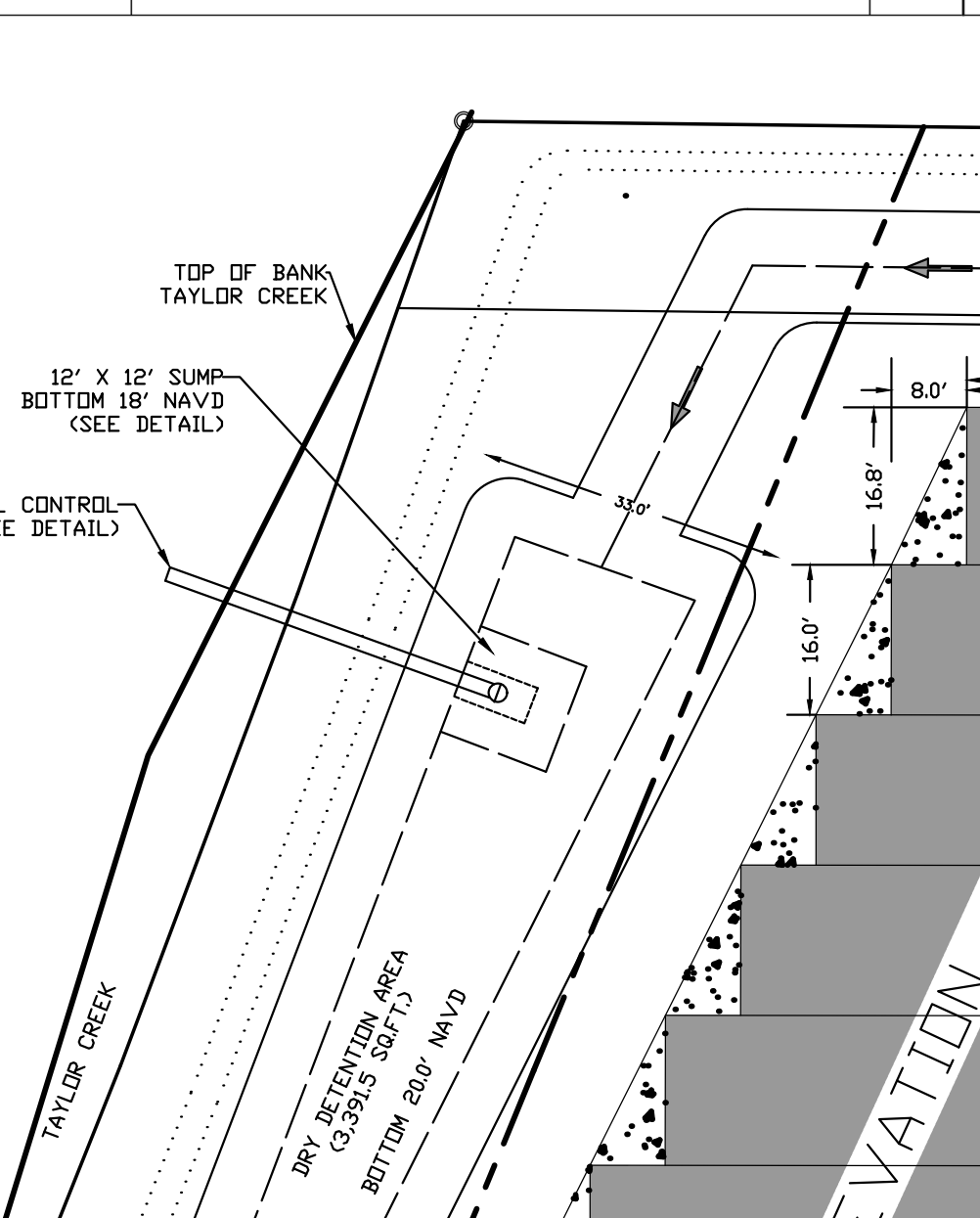
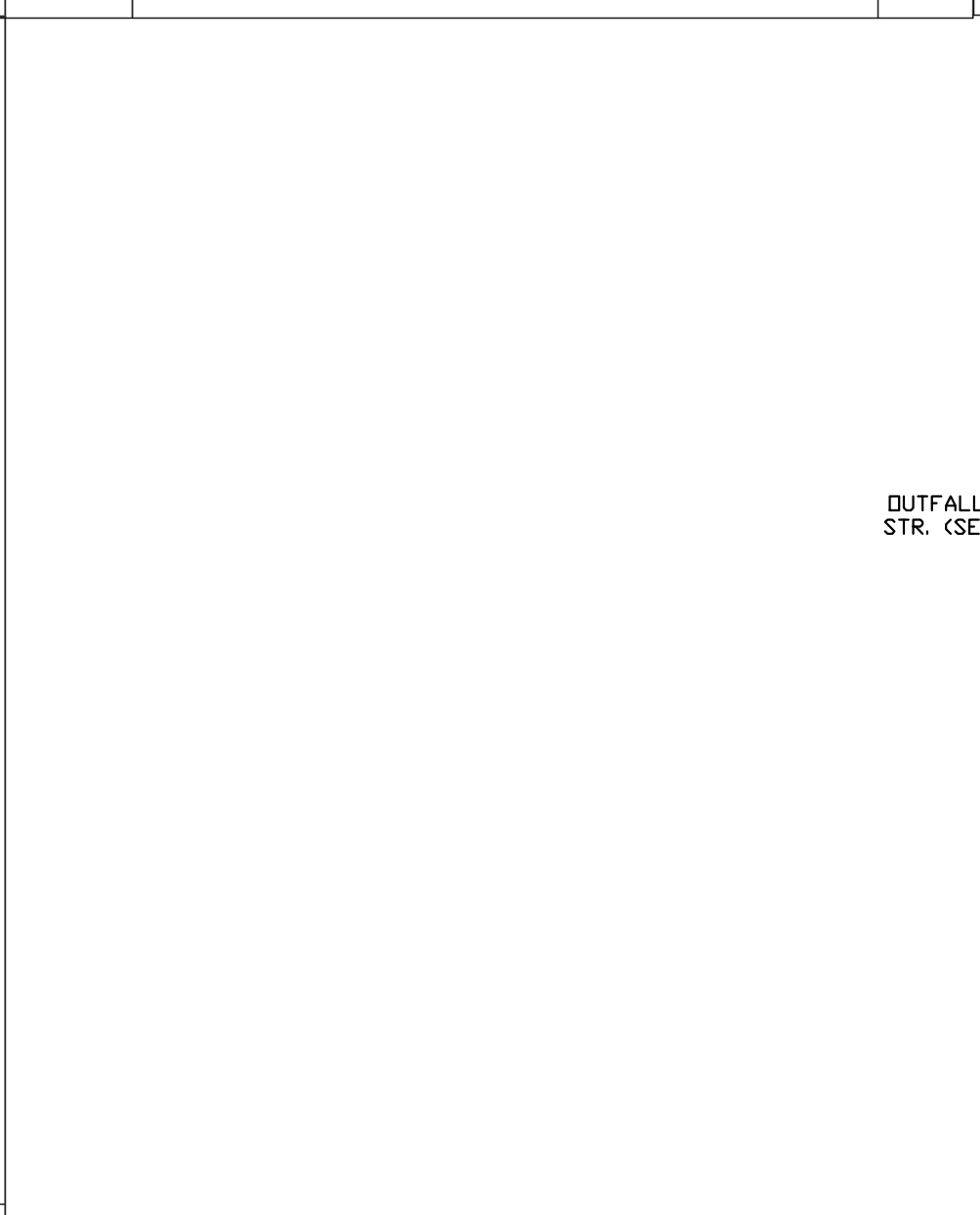
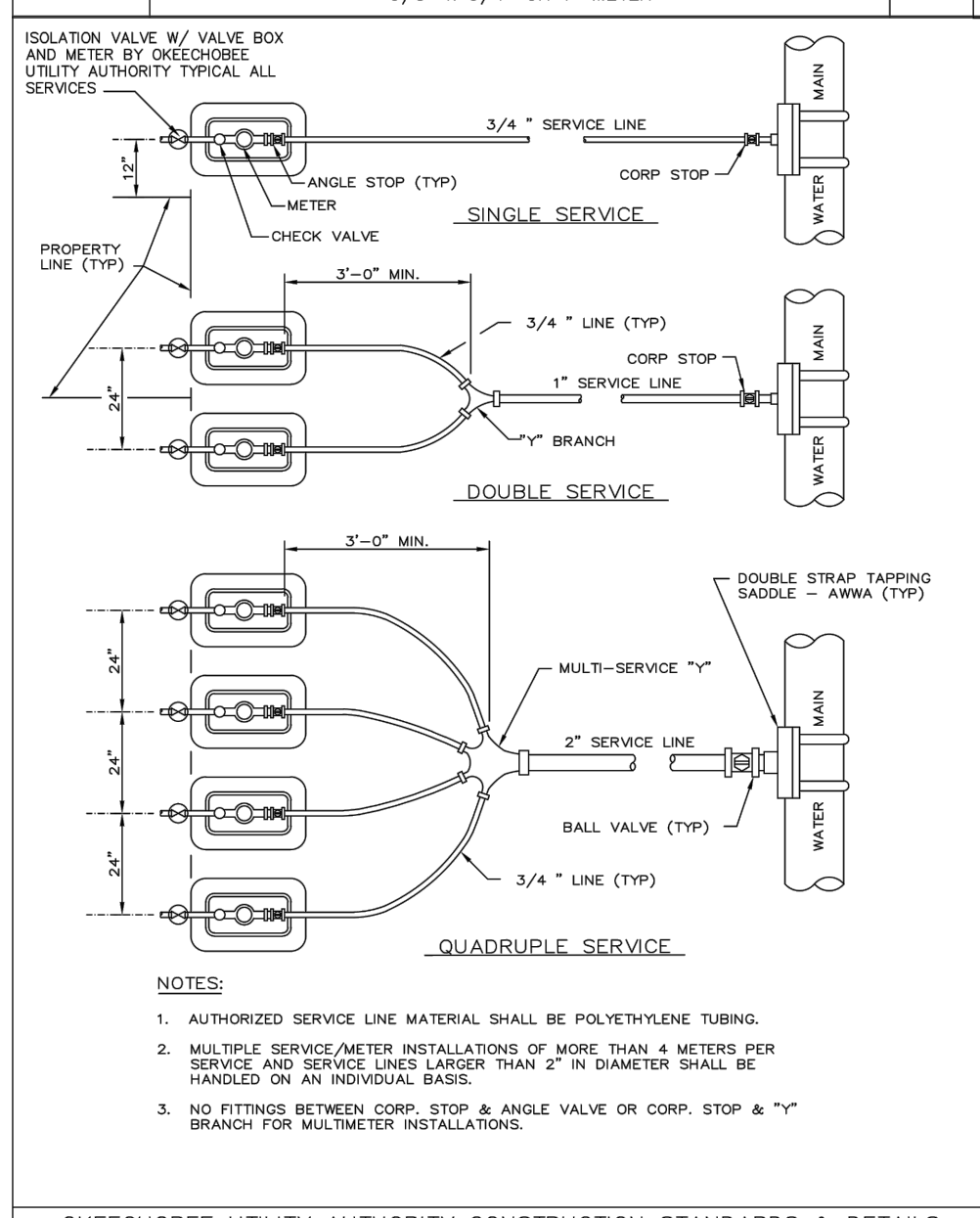
OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS		
REVISION OCT. 2015	TYPICAL SERVICE CONNECTION (UNDERGROUND)	PAGE No D1
5/8" x 3/4" or 1" METER		

OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS		
REVISION OCT. 2015	TYPICAL SEWER SERVICE CONNECTION	PAGE No D31

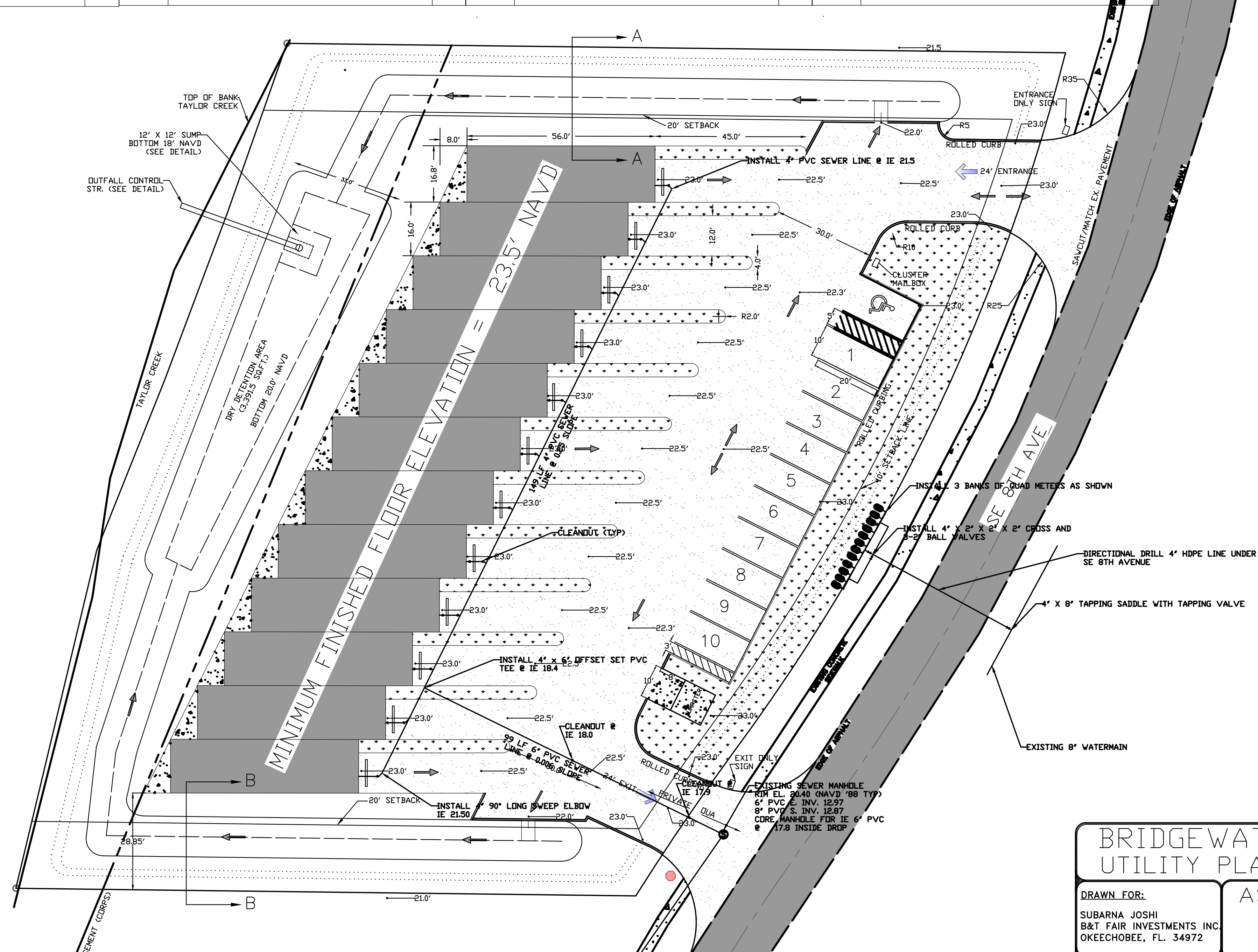
OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS		
REVISION OCT. 2015	TYPICAL CLEANOUT	PAGE No D32

OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS		
REVISION OCT. 2015	FLOW PATTERNS FOR MANHOLE INVERTS	PAGE No D30

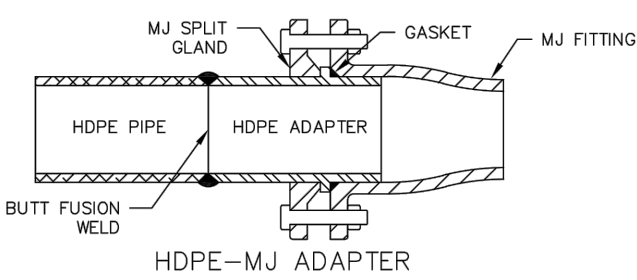
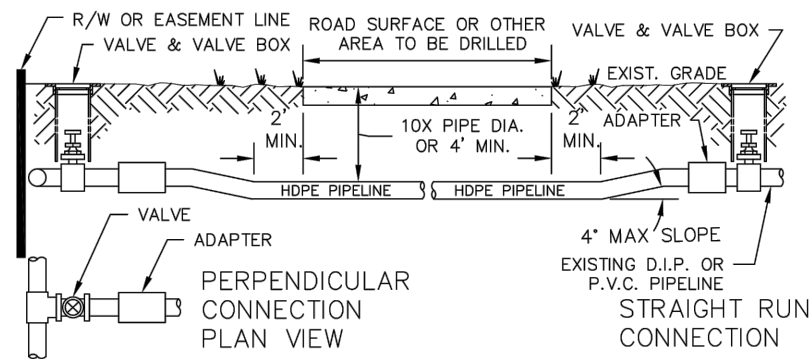
OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS		
REVISION OCT. 2015	INSIDE DROP CONNECTION FOR STANDARD MANHOLE EXISTING SEWERS ONLY	PAGE No D29A



LEGEND	
TAYLOR CREEK T.O.B.	_____
PROPERTY LINE	_____
EDGE OF DRIVEWAY	_____
CENTERLINE	_____
TAYLOR CREEK RW	_____
TOWNHOUSES	_____
EDGE OF SIDEWALK	_____
SET BACK LINE	_____
TOP PERIMETER BERM	_____
PROP. ELEVATION	23.0' ● STOP SIGN
WATER FLOW	→ PROP. CWS
TRAFFIC FLOW	➡ STOP BAR



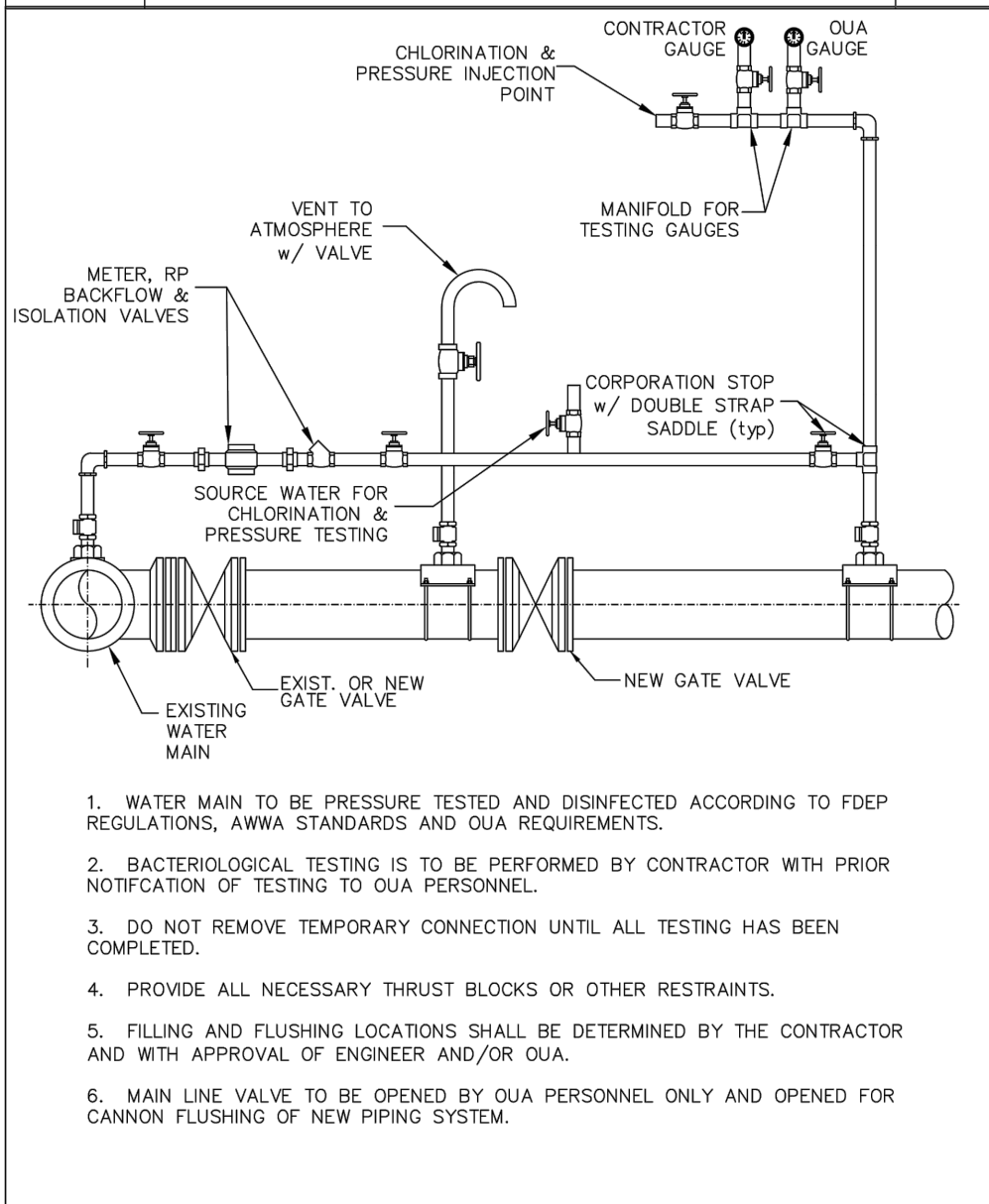




NOTES:

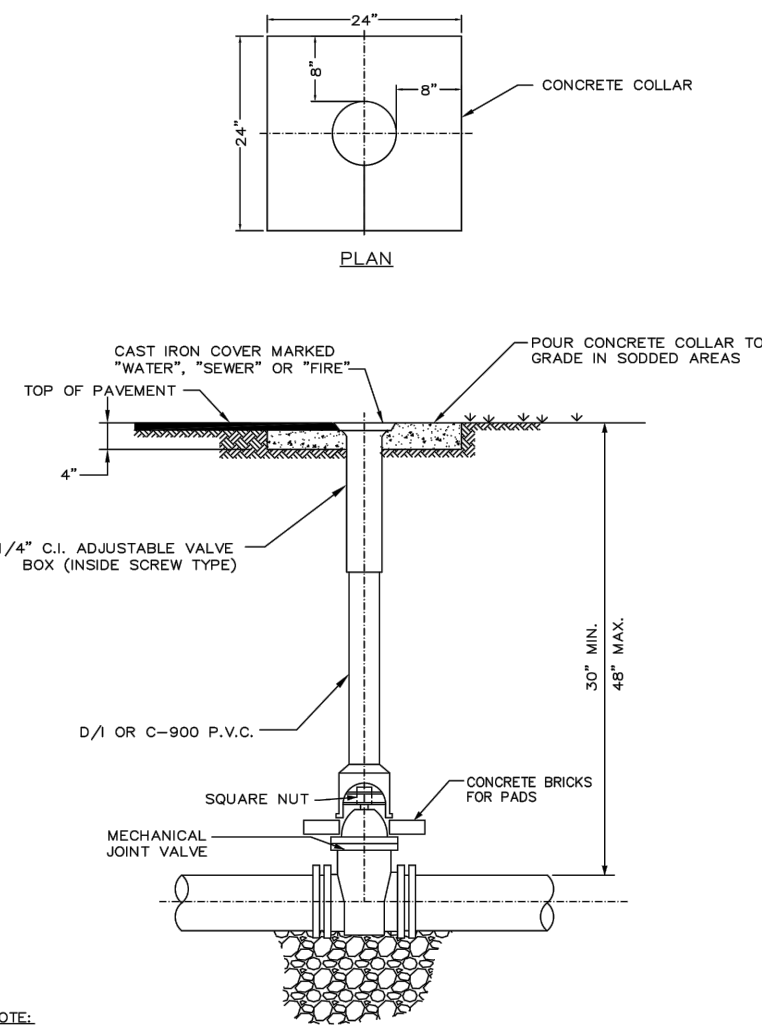
- DIRECTIONAL DRILLS SHALL BE COMPLETED USING DR11 HDPE PIPE, DIP SIZE: FOR WATER AND SANITARY FORCE MAIN
- IPS SIZE: FOR VACUUM SEWER.
- ALL DIRECTIONAL DRILLS SHALL BE AT A DEPTH OF 10X PIPE DIAMETER BELOW THE ROADWAY SURFACE OR 4" WHICHEVER IS GREATER.
- ALL HDPE MUST BE COLOR CODED (SAFETY BLUE-WATER, SAFETY GREEN FOR SEWER AND PANTONE PURPLE FOR RECLAIMED WATER); BUTT FUSION WELDED; AND CONNECTED WITH HDPE-MJ ADAPTER.
- 10 GAUGE SOLID COPPER LOCATING WIRES SHALL BE TAPED TO PIPE FROM VALVE TO VALVE AT A SPACING NO GREATER THAN 5 FEET AND PULLED WITH THE PIPE. SEE D17 FOR ADDITIONAL DETAILS.
- GRAVITY SEWER BORES AS PREAPPROVED BY OUA.

OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS		
REVISION OCT. 2015	DIRECTIONAL DRILLING DETAIL	PAGE No D19



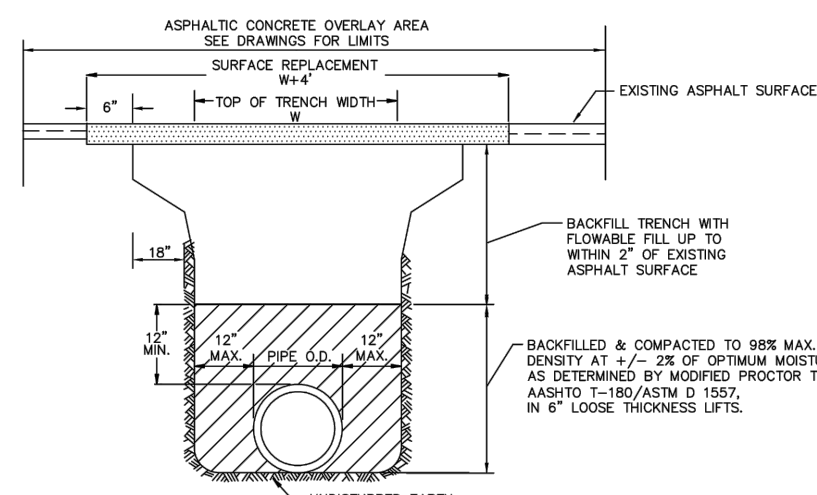
- WATER MAIN TO BE PRESSURE TESTED AND DISINFECTED ACCORDING TO FDEP REGULATIONS, AWWA STANDARDS AND OUA REQUIREMENTS.
- BACTERIOLOGICAL TESTING IS TO BE PERFORMED BY CONTRACTOR WITH PRIOR NOTIFICATION OF TESTING TO OUA PERSONNEL.
- DO NOT REMOVE TEMPORARY CONNECTION UNTIL ALL TESTING HAS BEEN COMPLETED.
- PROVIDE ALL NECESSARY THRUST BLOCKS OR OTHER RESTRAINTS.
- FILLING AND FLUSHING LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR AND WITH APPROVAL OF ENGINEER AND/OR OUA.
- MAIN LINE VALVE TO BE OPENED BY OUA PERSONNEL ONLY AND OPENED FOR CANNON FLUSHING OF NEW PIPING SYSTEM.

OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS		
REVISION OCT. 2015	FILLING, DISINFECTING AND TESTING DETAILS	PAGE No D10



NOTE:  
VALVE NUT EXTENSION IS REQUIRED ON ALL VALVES WITH MORE THAN 36" OF COVER. EXTEND NUT TO WITHIN 18" OF VALVE BOX RM. PROVIDE SOLID BRICK PAD FOR VALVE BOX TO SIT ON.

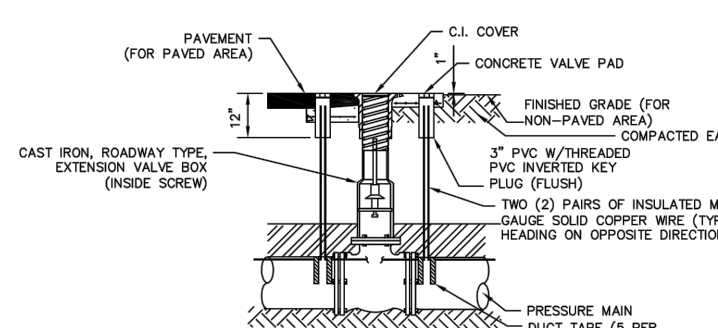
OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS		
REVISION OCT. 2015	TYPICAL VALVE SETTING	PAGE No D12



NOTES:

- BACKFILL MATERIALS AROUND AND UP TO 1 FOOT ABOVE PIPE SHALL CONSIST OF CLEAN EARTH FILL COMPRISED OF SAND, SAND AND CLAY, GRAVEL, CROCKED ROCK OR OTHER MATERIALS FROM GROUPS A-1, A-2 OR A-3 ASHSTD CLASSIFICATION FREE FROM ORGANIC MATTER AND VEGETATION, DEBRIS, LARGE CLODS OR EARTH OR STONES. UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS, LARGE ROCK AND ROOTS SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR.
- FLOWABLE FILL FROM A POINT 12" ABOVE TOP OF PIPE TO 2" BELOW EXISTING ASPHALT SURFACE, SHALL BE READY-MIXED FLOWABLE FILL CONSISTING OF PORTLAND CEMENT, AGGREGATES, WATER AND MINERAL ADJUTIVES IN COMPLIANCE WITH F.D.O.T. STANDARD SPECIFICATIONS, SECTION 121.
- THE PIPE SHALL BE FULLY SUPPORTED ALONG ENTIRE LENGTH.
- THE PIPE TRENCH SHALL REMAIN DRY DURING PIPE LAYING OPERATIONS.
- ALL TRENCH WORK SHALL CONFORM TO LATEST STANDARDS AS SET FORTH BY THE FLORIDA TRENCH SAFETY ACT AND OR OSHA.
- FOUR INCH WIDE DETECTABLE TAPE SHALL BE PLACED APPROXIMATELY 12"-18" BELOW FINISHED GRADE AND DIRECTLY ABOVE ALL PRESSURE PIPING. TAPE, WORKING AND COLOR SHALL CONFORM TO O.U.A. STANDARDS.
- SURFACE COURSE SHALL BE F.O.D.T. MIX. TO MATCH EXISTING PAVEMENT, WITH A THICKNESS EQUAL TO THE EXISTING OR 2" WHICHEVER IS GREATER.
- PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED BUTT JOINTS, HEATED, RAKED AND SPRAYED WITH A REPAVEMENT AGENT. THE PATCH AREA SHALL BE A SMOOTH PLANE SUCH THAT A STRAIGHT EDGE PLACED ACROSS THE PATCH, PARALLEL TO THE TRAFFIC FLOW AND EXTENDING TO UNDISTURBED PAVEMENT SHALL SHOW NO MORE THAN 1/4" IRREGULARITY IN ANY 15 FT. SECTION. ANY IRREGULARITY SHALL BE CORRECTED IN ACCORDANCE WITH F.O.D.T. SPECIFICATIONS.
- "COLD PATCH" SHALL BE USED FOR TEMPORARY REPAIRS ONLY, AND FOR A PERIOD NOT TO EXCEED 30 DAYS.
- TRAFFIC LANE CLOSURES, NOT PLANS AND ROADWAY REPAIRS MATERIALS SHALL BE PER DIRECTION OF ROAD OWNER. CONTRACTOR TO INQUIRE WITH OWNER ABOUT REQUIREMENTS PRIOR TO BID.
- 3M LOCATOR BALLS SHALL BE INSTALLED AT EACH FITTING IN THE PIPE LINE CHANGING DIRECTION AND AT EACH CONNECTION.
- 3M LOCATORS TO BE PROVIDED BY DEVELOPER AS SPECIFIED BY O.U.A.

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- ALL PVC PIPE SHALL REQUIRE TWO PAIRS OF INSULATED METALLIC LOCATING WIRES (10 GAUGE SOLID COPPER TAPED WITH 2" WIDE GULF TAPE TO TOP CENTERLINE OF THE PIPE AT EVERY JOINT AND AT 4 ADDITIONAL EQUALLY SPACED POINTS PER LENGTH OF PIPE.
- BACK FILLING SHALL BE DONE TO TOP OF PIPE.
- LOCATING WIRES SHALL BE CAPABLE OF DETECTION BY A CABLE LOCATOR AND PASS A FIELD CONDUCTIVITY TEST (SUBMERGED BY THE O.U.A. FROM END TO END OF WIRE).
- SPICES SHALL BE CAPABLE OF COMPLETE SUBMERSION, SUCH AS BUTT SPICE WITH RAYOHEM HOT SPARK WIRE.
- NO MORE THAN ONE SPICE IN LOCATING WIRES BETWEEN VALVES IS ALLOWED.
- PROVIDE POTING CAPABLE AS TRACER AND ADVISORY SPICES, CONNECTED, OR TERMINATED, THE END OF ALL LOCATING WIRES WHEN SPICES CONNECTED, OR TERMINATED, SHALL HAVE THE LAST THREE INCHES PIG TAILED AS DETAILED HEREON.

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## BRIDGEWATER ON TAYLOR CREEK UTILITY DETAILS

DRAWN FOR:

SUBARNA JOSHI  
B&T FAIR INVESTMENTS INC  
OKEECHOBEE, FL. 34972

## ASMUSSEN ENGINEERING, LLC.

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Print Date

04-26-22

CONTIGUOUS OWNERSHIP (1.29 AC)

SCALE N/A  
06042021-01

CADD FILE: Site Plan.dwg  
CERTIFICATE OF  
AUTHORIZATION NO. 26134

EXHIBIT

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