



**Interoffice Memorandum**

**REAL ESTATE MANAGEMENT ITEM 2**

**DATE:** August 24, 2023

**TO:** Mayor Jerry L. Demings  
-AND-  
County Commissioners

**THROUGH:** Mindy T. Cummings, Manager  
Real Estate Management Division *MTC*

**FROM:** Juanita Thomas, Sr. Title Examiner  
Real Estate Management Division *JT/MTC*

**CONTACT PERSON:** **Mindy T. Cummings, Manager**

**DIVISION:** **Real Estate Management Division**  
**Phone: (407) 836-7090**

**ACTION REQUESTED:** Approval to add Exhibit B Site Plan to the previously approved Memorandum of Understanding between Orange County Fire Rescue Department and Orange County Utilities Regarding Flow Monitoring at Fire Rescue Training Center.

**PROJECT:** Fire Rescue Training Center Permit B22904957 OCU File #100233  
  
District 4

**PURPOSE:** To correct a previously approved document by adding the inadvertently omitted Exhibit B Site Plan.

**ITEMS:** Memorandum of Understanding (MOU)  
Term: 10 years  
Options: Successive five-year automatic renewals

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Fire Rescue Department  
Utilities Department

**REMARKS:** On July 11, 2023, the Board approved the Memorandum of Understanding (MOU) between Orange County Fire Rescue Department and Orange County Utilities Department. The MOU referenced two exhibits: A and B. However, the referenced Exhibit B Site Plan was inadvertently omitted from the MOU when it was submitted to the Board for approval. This action incorporates that Exhibit B Site Plan into the approved MOU.

JUL 11 2023

**MEMORANDUM OF UNDERSTANDING BETWEEN ORANGE COUNTY FIRE  
RESCUE DEPARTMENT AND ORANGE COUNTY UTILITIES REGARDING  
FLOW MONITORING AT FIRE RESCUE TRAINING CENTER**

**THIS MEMORANDUM OF UNDERSTANDING BETWEEN ORANGE COUNTY  
FIRE RESCUE DEPARTMENT AND ORANGE COUNTY UTILITIES  
REGARDING FLOW MONITORING AT FIRE RESCUE TRAINING CENTER**  
(the "MOU") is made and entered into as of the date of last execution below (the "Effective Date") by and between **Orange County Fire Rescue Department**, ("Fire Rescue"), whose address is PO Box 5879, Winter Park, Florida 32793, and **Orange County Utilities**, ("OCU"), whose address is 9150 Curry Ford Road, Orlando, Florida 32825. In this MOU, Fire Rescue and OCU may be referred to individually as a "Party" or collectively as the "Parties."

**RECITALS**

**WHEREAS**, Section 37-5, Orange County Code (the "Code"), provides for the assessment of water capital charges for (a) new connections to the water system and for (b) increased flows from the water system due to altering the interior or use of a structure; and

**WHEREAS**, establishments that have water flows in addition to flows associated with standard Orange County Factors, as described in subsection 37-5(b)(4)b of the Code, must submit an estimate of water flow; and actual flow may be subject to monitoring to verify the accuracy of the flow estimate; and

**WHEREAS**, water capital charges for Fire Rescue's property described below have been determined based on flow estimate calculated pursuant to subsections 37-5(b)(4)b of the Code; and

**WHEREAS**, pursuant to Section 37-5(b)(1) of the Code, capital charges and the right to service related thereto, are valid only for the property specified in the application for service; and the rights related to the capital charges may not be transferred or sold for use on any other property; and

**WHEREAS**, Orange County, a charter county and political subdivision of the state of Florida (the "County") owns certain property located at 11104 Curry Ford Road, Orlando, Florida 32828, which is located within unincorporated Orange County, as such property is more particularly described in **Exhibit "A"** attached to and incorporated in this MOU by this reference (the "Property"); and

**WHEREAS**, Fire Rescue is the controlling agency for the County's interest in the Property; and

**WHEREAS**, the Property is located within OCU's water service territory and, therefore, OCU is the appropriate provider of water service; and

**WHEREAS**, Fire Rescue is constructing a fire rescue training center (the "Training Center") on the Property, which is more particularly shown on **Exhibit "B"** attached to and incorporated in this MOU by this reference; and

**WHEREAS**, OCU responded to Fire Rescue's request for hydraulic information with a Hydraulic Analysis letter dated July 14, 2022, stating the OCU has sufficient existing infrastructure to provide a maximum of 3,000 gallons per minute ("gpm") peak hourly flow ("Peak Hourly Water Flow"); and

**WHEREAS**, Fire Rescue submitted to OCU an engineering study, signed and sealed by a professional engineer licensed in the State of Florida (the "Engineering Study"), estimating the operational water flows for the Training Center to be 51.235 Equivalent Residential Connections ("ERCs"), which is equivalent to 14,090 gallons per day ("gpd") (the "Current Capacity Flow"); and

**WHEREAS**, Fire Rescue has (i) submitted to the County construction plans for approval (the "Construction Plans"), (ii) paid capital charges for the Current Capacity Flow, and (iii) obtained an Orange County Building Permit (the "Building Permit") for the Training Center.

**NOW, THEREFORE**, for and in consideration of the reciprocal covenants contained herein, Fire Rescue and OCU hereby agree as follows:

**SECTION 1. Recitals.** The above Recitals are true and correct, and are incorporated in and form a material part of this MOU.

**SECTION 2. Capital Charge Payments Remain with the Property.** Pursuant to Section 37-5 of the Code, water capacity may only be purchased for the property specified in the application for service, and may not be transferred to another property. Accordingly, all water capacity purchased by Fire Rescue for the Training Center is purchased on behalf of the Property, runs with the Property, and may not be transferred to any other property.

**SECTION 3. Current Capacity Flow; Peak Hourly Water Flow.**

- a. Based upon the Engineering Study, the flow associated with the Property is 14,090 gpd Current Capacity Flow on the day this MOU is executed. Thereafter, the Current Capacity Flow shall equal 14,090, gpd, plus the flow associated with any additional water capacity purchased for the Property after the execution of this MOU.

- b. The water demand of the Training Center must not exceed the Peak Hourly Water Flow.

**SECTION 4. Metering, Fees and Compliance.**

- a. Fire Rescue shall ensure that the fire line water meter remains unobstructed for OCU meter readings and inspections.
- b. A monthly monitoring fee, per the Board of County Commissioners' applicable rate resolutions, as amended from time to time, will be assessed and billed to Fire Rescue.
- c. No changes to the Property use, water plumbing, or utility mains that may increase the water flow for the Property from the Current Capacity Flow may be made by Fire Rescue without prior review, inspection, and written approval of OCU.
- d. OCU will monitor and measure the water flow to the Property by water meter readings.
- e. Fire Rescue must allow OCU access to the Property, at any time upon reasonable notice, to (a) inspect the water plumbing; and (b) conduct monitoring tests, including, but not limited to, tests of usage and flow.
- f. For the term of the MOU, monitoring for compliance with the Current Capacity Flow will be based on a six-month rolling average of water flow. For each billing period, OCU will calculate the Billing Period Water Flow based on the water meter readings. The "Billing Period Water Flow" is equal to the volume (in gallons) of water consumption for the billing period divided by the number of days in that billing period. OCU will calculate the volume for each billing period as the sum of the differences between the beginning and ending readings of all meters for the Property.
  - i. If any Billing Period Water Flow exceeds the corresponding Current Capacity Flow, OCU may issue a written warning to Fire Rescue notifying Fire Rescue of the exceedance.
  - ii. If, at any time, the six-month average Billing Period Water Flow exceeds the corresponding Current Capacity Flow, Fire Rescue shall purchase additional water capacity, in an amount calculated by the difference between the six-month average Billing Period Water Flow, and the corresponding Current Capacity Flow. The cost of water capacity (gpd) will be calculated using the then current OCU water capital

charge rates (as of the Effective Date, \$1,970.00 per ERC based on 275 gpd per ERC).

- iii. If additional water capacity is purchased, as described in Section 4.f.ii above, and at a later date a six-month average Billing Period Water Flow, exceeds the cumulative corresponding Current Capacity Flow, Fire Rescue must purchase additional water capacity from OCU as described in Section 4.f.ii above.
- iv. Fire Rescue shall pay to OCU within thirty (30) days any additional water capital charges that may be due and owing for the Property.
- v. Fire Rescue's failure to provide monthly payment including, but not limited to, capital charges (if any), past due charges, related service charges, deposits, applicable utility or public service taxes, or current usage charges may result in the interruption of water services to the Property.

**SECTION 5. Monitoring.** OCU may initiate monitoring on the Effective Date of this MOU and will continue in accordance with Section 6, below. Any breach of this MOU may result in the interruption of water and wastewater services to the Property.

**SECTION 6. Term of MOU.** The initial term of this MOU is for ten (10) years from the Effective Date. This MOU shall automatically renew for successive five (5) year terms, unless terminated in accordance with the provisions set forth in Section 7 of this MOU.

**SECTION 7. Termination.** Notwithstanding anything to the contrary, this MOU may be terminated upon written mutual consent of Fire Rescue and OCU for which notice shall be provided in accordance with Section 8 below. OCU may terminate this MOU and the provision of water service to the Property due to any breach of this MOU by Fire Rescue after providing written notice of the breach or anticipatory breach to Fire Rescue and providing Fire Rescue with thirty (30) days to cure the breach (the "Cure Period"). If Fire Rescue fails to cure the breach or anticipatory breach during the Cure Period, OCU may terminate this MOU effective as of the last day of the Cure Period or discontinue water and wastewater services to the Property.

**SECTION 8. Notice.** Any notice required or allowed to be delivered hereunder must be in writing and be deemed to be delivered when (a) hand-delivered to the official designated in this Section 8; (b) delivered when such notice is sent by Federal Express or other nationally recognized overnight courier service; or (c) received when such notice is sent by the United States mail, postage prepaid, certified mail, return receipt requested, all to be addressed to a party at the address set forth opposite the party's name

below, or such other address as the party shall have specified by written notice to the other party delivered in accordance therewith.

If to OCU: Orange County Utilities Department  
9150 Curry Ford Road  
Orlando, Florida 32825-7600  
Attention: Manager, Utilities Customer Service

If to Fire Rescue: Orange County Fire Rescue Department  
PO Box 5879  
Winter Park, Florida 32793-5879  
or  
6590 Amory Court  
Winter Park, Florida 32792-7426  
Attention: Division Chief of Logistics

**IN WITNESS WHEREOF**, the Parties have executed this MOU on the dates set forth below.

By:   
Anthony Rios, Ph.D.  
Deputy Fire Chief  
Orange County Fire Rescue Department

By:   
Ed Torres, M.S., P.E., LEED AP  
Director  
Orange County Utilities Department

Dated: 04-17-2023

Dated: 4/11/23

**SKETCH OF DESCRIPTION**

**PARCEL:** Fire Training Facility

**PURPOSE:** Describe and depict location of proposed Fire Training Facility within Orange County Parcel ID 02-23-31-0000-00-002

Exhibit A  
Legal Description  
Page 1 of 2

**Description :**

A parcel of land lying in Section 3, Township 23 South, Range 31 East, being a portion of those lands described in Warranty Deed recorded in Book 3317, Page 876; Stipulated Final Judgment recorded in Book 3640, Page 1597; Motion to Amend Stipulated Final Judgment recorded in Book 3646, Page 1318; Order of Taking recorded in Book 3718, Page 300, Warranty Deed recorded in Book 6053, Page 700; and Corporate Warranty Deed recorded in Book 08770, Page 3884 of the Public records of Orange County, Florida, being more particularly described as follows:

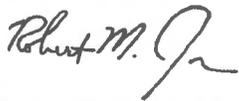
**BEGIN** at the southwest corner of said Section 3; thence N00°01'40"W, along the west line of the southwest 1/4 of said Section 3, a distance of 758.70 feet to a point on a curve on the east right-of-way line of Curry Ford Road, lying on a non-tangent curve with a radius of 1834.28 feet, concave to the west; thence northeasterly along said curve to the left through a central angle of 31°33'23", a distance of 1010.25 feet where the chord bears N17°33'47"E a distance of 997.53 feet to the point of intersection with a non-tangent line; thence departing said right-of-way line run N89°55'42"E, a distance of 214.80 feet; thence N00°04'18"W, a distance of 250.77 feet; thence N65°10'44"E, a distance of 254.17 feet; thence S62°07'12"E, a distance of 464.82 feet; thence S12°47'17"W, a distance of 285.80 feet; thence S19°30'35"W, a distance of 629.91 feet; thence S08°58'17"E, a distance of 986.18 feet to the south line of the southwest 1/4 of Section 3; thence S89°48'16"W along said south line, a distance of 1036.85 feet; to said southwest corner of said Section 3 and the **POINT OF BEGINNING**.

Containing 1658650 square feet or 38.08 acres, more or less.

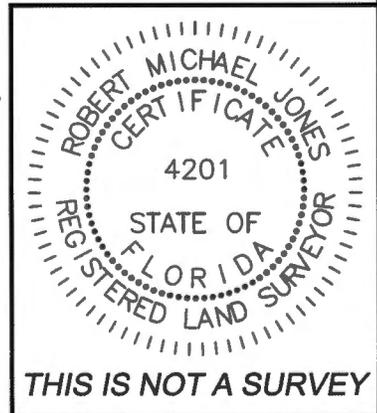
**Surveyor's Notes:**

- 1) This sketch of description is not valid without the original signature and the seal of the signing Florida licensed surveyor and mapper. The seal appearing on this document was authorized by Robert M. Jones, FL PSM No. 4201 on December 9, 2021. The electronic signature is in conformance with FAC 5J-17 .062(3).
- 2) This sketch of description is based on a previous boundary survey performed by this firm under project number 6374140758, dated September 20, 2014.
- 3) Bearings shown hereon are relative to the Florida State Plane Coordinate System, East Zone (901), North American datum of 1983/2011 realization with the south line of the southwest 1/4 of Section 3, Township 23 South, Range 31 East, as recovered in the field as being S 89°48'16" W.
- 4) Dimensions shown hereon contain horizontal grid distances and are based upon field measurements utilizing the United States Survey Foot, unless indicated otherwise.
- 5) Lands shown hereon were not abstracted by this firm for matters of record, such as easements, right of way, ownership or other instruments of record. Wood Environment & Infrastructure Solutions, Inc. and the undersigned make no representations or guarantees pertaining to easements, rights of way, setback lines, reservations, agreements and/or other matters pertaining to survey.

Digitally signed by Robert M Jones  
Date: 2021.12.10 15:14:51 -05'00



**ROBERT M. JONES**  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER  
LICENSE No. LS 4201



PROJECT TITLE:

Orange County Capital Projects Division  
Fire Training Facility at ERWF

12/9/2021	TW	ADDED PARCEL NAME & PURPOSE
DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: T.W.	CHKD. BY: R.M.J.	
DATE: 08/10/2021	DATE: 08/10/2021	
JOB No. 6374201289	SCALE: N/A	SHT. 1 OF 2
DRAWING NAME: OCCP ERWF Fire Training Facility SOD.dwg		



**Wood Environment & Infrastructure Solutions, Inc.**

550 Northlake Boulevard, Suite 1000  
Altamonte Springs, FL 32701 USA  
Phone: (407) 522-7570  
www.woodplc.com  
Certificate of Authorization Number LB-0007932

**SKETCH OF DESCRIPTION**

**PARCEL:** Fire Training Facility

**PURPOSE:** Describe and depict location of proposed Fire Training Facility within Orange County Parcel ID 02-23-31-0000-00-002

Exhibit A  
Legal Description  
Page 2 of 2

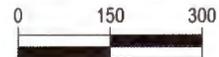
- Legend**
- ORB = Official Records Book
  - PG = page
  - T23 = Township 23
  - R31 = Range 31
  - ERWF = Eastern Regional Water Facility

Delta= 31°33'23"  
Radius= 1834.28'  
Length= 1010.25'  
Chord Bearing= N17°33'47"E  
Chord Distance= 997.53'

Curry Ford Road  
(variable width right-of-way)  
Easterly right-of-way line

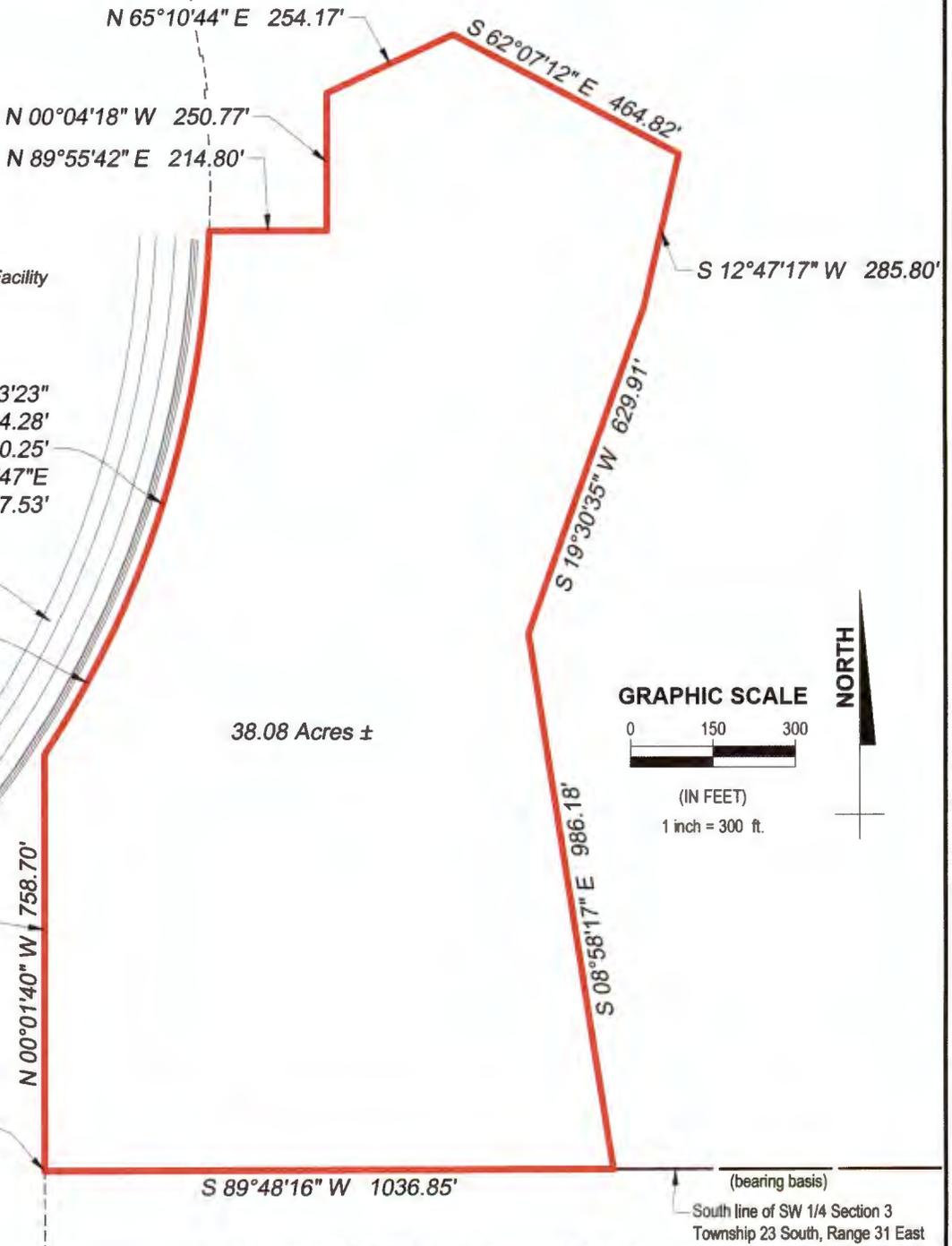
38.08 Acres ±

**GRAPHIC SCALE**



(IN FEET)  
1 inch = 300 ft.

**NORTH**



**POINT OF BEGINNING**  
SW corner  
Section 3-T23-R31

West line SW 1/4 Section 3  
Township 23 South, Range 31 East

(bearing basis)  
South line of SW 1/4 Section 3  
Township 23 South, Range 31 East

P:\6374201289 - OCCP ERWF Fire Training Facility\AutoCAD Civil 3D 2018\OCCP ERWF Fire Training Facility SOD.dwg

PROJECT TITLE:

Orange County Capital Projects Division  
Fire Training Facility at ERWF

12/9/2021	TW	ADDED PARCEL NAME & PURPOSE
DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: T.W.	CHKD. BY: R.M.J.	
DATE: 08/10/2021	DATE: 08/10/2021	
JOB No. 6374201289	SCALE: 1" = 300'	SHT. 2 OF 2
DRAWING NAME: OCCP ERWF Fire Training Facility SOD.dwg		

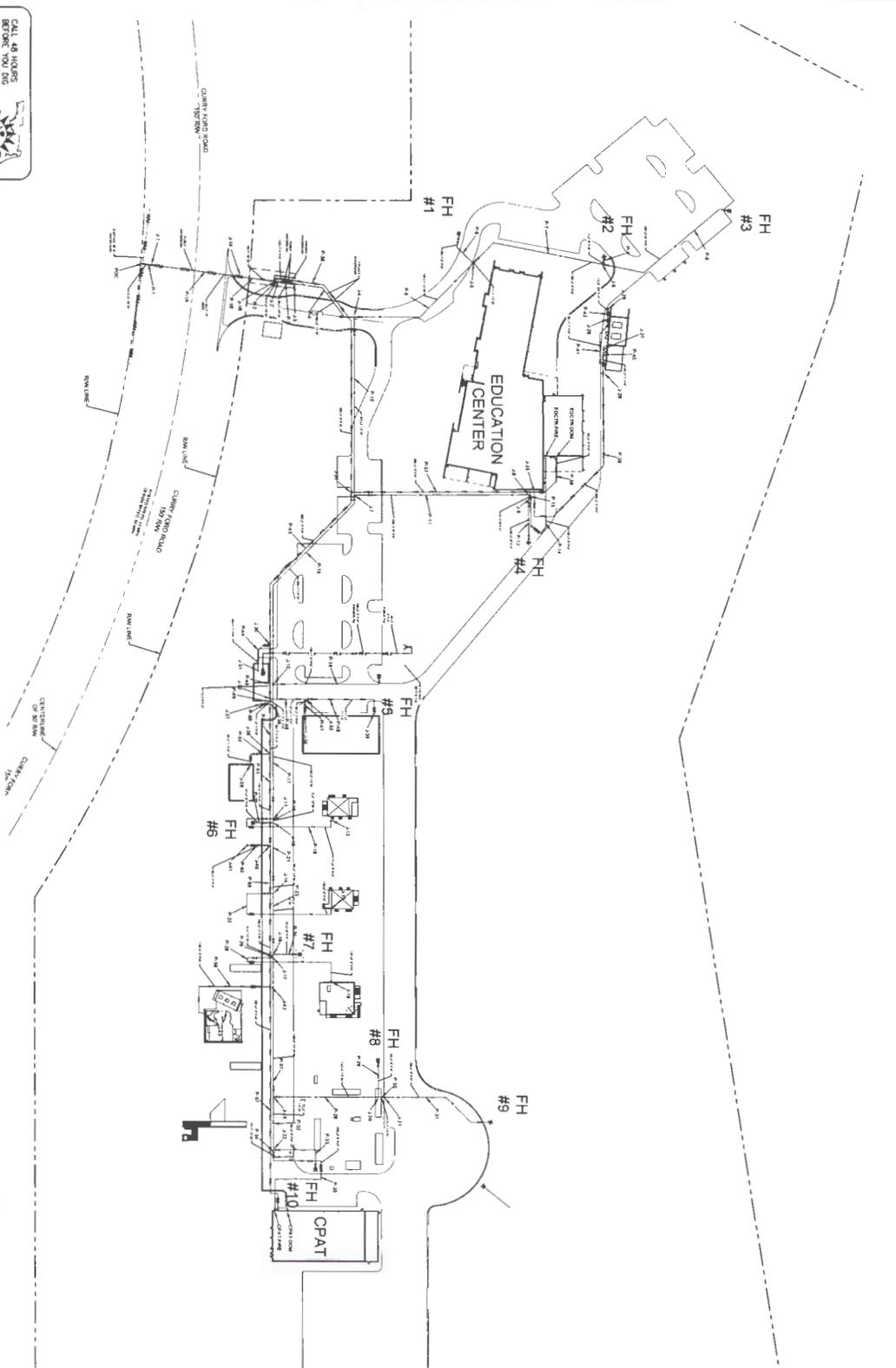
**wood.**

**Wood Environment & Infrastructure Solutions, Inc.**

550 Northlake Boulevard, Suite 1000  
Altamonte Springs, FL 32701 USA  
Phone: (407) 522-7570  
www.woodplc.com

Certificate of Authorization Number LB-0007932

CALL 48 HOURS BEFORE ANY WORK BEGINS TO THE LAWYER 1-800-402-4770. Appropriate State Seal of Florida, Inc.



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ISSUE DATE DESCRIPTION	<b>ORANGE COUNTY FIRE RESCUE TRAINING CENTER          EDUCATION CENTER</b> 11104 CURRY FORD ROAD ORLANDO, FL 32828 <small>PARCEL ID: 03-23-31-0000-00-002</small>	<b>K&amp;M/F</b> <b>ARCHITECTS</b> <small>8330 W. MADISON AVE          ORLANDO, FL 32835          407-278-1300</small>	<b>VBHV</b> <b>Civil Engineering</b> Design Studio, Inc. <small>10000 W. BOULEVARD          SUITE 100          BOCA RATON, FL 33433</small>	CONTRACTED SURVEY REVISIONS PROJECT # 2126 ST DATE 2022/04/14 <b>HYDRAULIC          MODAL          DIAGRAM</b> SHEET NUMBER 05 ISSUE
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FH  
#3

Exhibit B  
Site Page  
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FH  
#2

FH  
#1

