

APOPKA CITY COUNCIL AGENDA
September 06, 2017 1:30 PM
APOPKA CITY HALL COUNCIL CHAMBERS
Agendas are subject to amendment through
5:00pm on the day prior to City Council Meetings

CALL TO ORDER

INVOCATION - Executive Pastor Kevin Willis of Grace Pointe Church

PLEDGE

APPROVAL OF MINUTES:

- [1.](#) City Council workshop meeting July 13, 2017.
- [2.](#) City Council workshop meeting July 17, 2017.
- [3.](#) City Council workshop meeting July 18, 2017.
- [4.](#) City Council regular meeting August 16, 2017.

AGENDA REVIEW

PUBLIC COMMENT; STAFF RECOGNITION AND ACKNOWLEDGEMENT

Public Comment Period:

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

Employee Recognition:

- ❖ Ten Year Service Award – Khadine Shah Davis – Police/Field Services
- ❖ Fifteen Year Service Award – Edith Torres – Community Development/Planning

CONSENT (Action Item)

- [1.](#) Authorize the disposal of surplus equipment/property.
- [2.](#) Authorize a \$1,500 donation from Law Enforcement Trust Funds to Apopka High School.
- [3.](#) Approve a street light agreement for Poe Reserve homeowner's association.
- [4.](#) Approve a street light agreement for Hillside at Wekiva homeowner's association.
- [5.](#) Approve a street light agreement for Rock Springs Estates homeowner's association.
- [6.](#) Authorize a piggyback contract with Middlesex Corporation for street resurfacing.
- [7.](#) Authorize an Interlocal Agreement with Orange County for the transfer of jurisdiction of East Sandpiper Street.
- [8.](#) Authorize a utility service area territorial boundary agreement between the City and Orange County.
- [9.](#) Award a bid to MGT Consulting Group for a classification and compensation study.

BUSINESS (Action Item)

- [1.](#) Authorize Sensus to implement a Single Sign-On Solution for the Utility Billing online payment site. Rob Hippler
- [2.](#) Final Development Plan - Mullinax Ford - Quasi-Judicial David Moon

PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

- [1.](#) Ordinance No. 2551 – Second Reading – Large Scale – Future Land Use Amendment – Legislative David Moon
- [2.](#) Ordinance No. 2560 – Second Reading – Large Scale – Future Land Use Amendment – Legislative David Moon
- [3.](#) Ordinance No. 2565 – Second Reading – Large Scale – Future Land Use Amendment – Legislative David Moon
- [4.](#) Ordinance No. 2582 – Second Reading – Banning medical marijuana dispensing facilities – Legislative David Moon
- [5.](#) Ordinance No. 2583 – First Reading – Large Scale – Future Land Use Amendment – Legislative David Moon
- [6.](#) Ordinance No. 2584 – First Reading - Change of Zoning/PUD Master Plan - Oak Pointe South – Quasi-Judicial David Moon

7.	Ordinance No. 2585 – First Reading - 2017-2 Admin. Rezoning – Case No. 2017-2-3 – Quasi-Judicial	David Moon
8.	Ordinance No. 2586 – First Reading – 2017-2 Admin. Rezoning – Case No. 2017-2-2 – Quasi-Judicial	David Moon
9.	Ordinance No. 2587 – First Reading – 2017-2 Admin. Rezoning – Case No. 2017-2-3 – Quasi-Judicial	David Moon
10.	Ordinance No. 2588 – First Reading – 2017-2 Admin. Rezoning – Case No. 2017-2-4 – Quasi-Judicial	David Moon
11.	Ordinance No. 2589 – First Reading – 2017-2 Admin. Rezoning – Case No. 2017-2-5 – Quasi-Judicial	David Moon
12.	Ordinance No. 2592 – First Reading – Change of Zoning – Gates/Oak Royal Properties – Quasi-Judicial	David Moon
13.	Ordinance No. 2593 – First Reading – Annexation – 423, 425 & 431 Station St. – Legislative	David Moon
14.	Ordinance No. 2594 – First Reading – Annexation – 251 W Lester Road – Legislative	David Moon
15.	Ordinance No. 2595 – First Reading – Annexation – 213 W. Lester Road & 2122 Rock Springs Road – Legislative	David Moon
16.	Ordinance No. 2596 – First Reading – Annexation – 3001 W. Kelly Park Road – Legislative	David Moon
17.	Ordinance No. 2597 – First Reading – Annexation – 3013 W. Kelly Park Road – Legislative	David Moon
18.	Ordinance No. 2598 – First Reading – Annexation – 5012 Plymouth Sorrento Road – Legislative	David Moon

CITY COUNCIL REPORTS

MAYOR’S REPORT

1. Appointment of Recreation Director.

ADJOURNMENT

MEETINGS AND UPCOMING EVENTS

DATE	TIME	EVENT
September 7, 2017	5:30pm – 9:00pm	Food Truck Round Up
September 8, 2017	7:00pm – 8:30pm	Movie at the Amphitheater – TBD – Northwest Recreation Complex
September 11, 2017	6:30pm –	CONA Meeting – UCF Apopka Business Incubator
September 12, 2017	5:30pm –	Planning Commission Meeting
September 13, 2017	5:01pm –	Budget First Reading & Public Hearing
September 19, 2017	6:00pm –	Code Enforcement Hearing
September 20, 2017	7:00pm –	Council Meeting
September 25, 2017	10:00am – 11:00am	Lake Apopka Natural Gas District Board Meeting: Winter Garden
September 27, 2017	5:01pm –	Budget Second Reading & Adoption
October 4, 2017	1:30pm –	Council Meeting
October 5, 2017	5:30pm – 9:00pm	Food Truck Round Up
October 9, 2017	6:30pm –	CONA Meeting – UCF Apopka Business Incubator
October 10, 2017	5:30pm –	Planning Commission Meeting
October 18, 2017	7:00pm –	Council Meeting
October 23, 2017	10:00am – 11:00am	Lake Apopka Natural Gas District Board Meeting: Winter Garden
October 28, 2017	5:00pm – 9:00pm	Hometown Halloween in the Park – Kit Land Nelson Park

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

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

Backup material for agenda item:

1. City Council workshop meeting July 13, 2017.

CITY OF APOPKA

Minutes of a City Council Budget Workshop held on July 13, 2017, at 3:00 p.m., in the City of Apopka Council Chambers.

PRESENT: Mayor Joe Kilsheimer
Commissioner Billie Dean
Commissioner Diane Velazquez
Commissioner Kyle Becker
Commissioner Doug Bankson
Glenn Irby, City Administrator
Pam Barclay, Finance Director

PRESS PRESENT: Teresa Sargeant - The Apopka Chief
Reggie Connell - The Apopka Voice

CALL TO ORDER/PLEDGE OF ALLEGIANCE - Mayor Kilsheimer called the Budget Workshop to order at 3:00 p.m. and led in the Pledge of Allegiance.

BUSINESS

PUBLIC SERVICES

Sanitation

Jay Davoll, Public Services Director, said the City Council has been provided the summary sheet with accomplishments for this year. They have two sanitation trucks on order that he said will help the fleet. He stated the small sanitation truck was received and it has provided much needed help. He said up until June 30, 2017, all of our recycling materials were going to McCormick Road at no cost other than our collection. Starting July 1, 2017, Orange County did an emergency contract where the City is required to pay \$42 a ton for the recycled material, and advised this is an added expense of just under \$100,000 that will need to be accounted for in the FY 2017-18 Budget. He stated they are investigating other options, but this is an immediate need.

Mayor Kilsheimer inquired if there was enough money in the Enterprise Funds for sanitation to cover this expense without having to raise rates.

Ms. Barclay advised there is currently enough funding and it is budgeted for FY 18. She stated they need to determine if this is ongoing and suggested increasing the rates to cover the cost.

Mr. Irby said the sanitation rates were raised last year by \$1.00/month per customer which covers the cost of approximately \$365,000 for a side load garbage truck.

Kevin Burgess said to cover the added recycling cost it would be approximately \$0.47 a month for each customer.

Mayor Kilsheimer said he would only do a recycling surcharge under the promise that if it does come back to zero the recycling surcharge is removed. Mr. Irby added that this could be added in the ordinance.

Mr. Davoll said Mr. Robinson is evaluating the routes and he is looking at possibly moving a small section from Monday to Tuesday to help balance the current load.

Josh Robinson, Solid Waste Operations Manager, said staff recommends the budget be approved as presented. He added the budget includes the \$93,000 expense for the recycling fee. Mr. Davoll added the new claw truck was included in the budget.

Facilities

Mr. Davoll said this division has repaired the roof at City Hall, replaced decayed wood at the Museum, and treated for termites at the Police Department. He advised the Administrator of Facilities had put together a report that was provided to all of the Directors and Mr. Irby to show the needs. He stated the overall amount has been decreased from last year's budget, operating expenses have increased slightly. He spoke of equipment that must be maintained such as generators, ice machines, and preventative maintenance on fire doors. He affirmed the roof over the Fire Administration and Dispatch was in dire need of repair and the most urgent. He reviewed other needed repairs.

Mr. Irby advised the Fire Administration roof repair was coming before Council next Wednesday as an emergency need.

Mayor Kilsheimer said he has asked staff to put together a list of all of the emergency repairs that have been done over the last year.

Discussion ensued regarding needed repairs and expenses at the Apopka Community Center and needed repairs at the Museum.

City Council recessed at 4:20 p.m. and reconvened at 4:29 p.m.

Fleet Management

Mr. Davoll said this division maintains all of the vehicles and equipment. Overall there is a decrease in the budget and operating expenses. He advised the Caterpillar truck is a vital need.

Mr. Burgess said the Freon replacement system was required to comply with new EPA rules. The transmission flush machine was also discussed.

It was the consensus that \$7,000 be placed back in the budget for Freon replacement. The funds for the transmission flush machine will be placed in the may consider column.

Cemetery

Mr. Davoll said there were two staff people that handle all required for opening and closing of spaces, and maintaining the cemetery. He advised there has been an overall decrease in operating. He advised funding was reduced for tree removal. He advised there is a tree by the mausoleum

now that is dead and needs to be removed at a possible fee of \$7,000.

Commissioner Bankson said he would contact Mr. Jackson, who was in charge of the tree climbing event that took place to see if he had any suggestions regarding the tree removal in this area of the cemetery.

Mr. Davoll said the roads in the cemetery need to be addressed. He advised we do receive complaints regarding the roads.

It was the consensus to place \$12,500 in the budget for tree removal.

In response to Commissioner Dean inquiring about renovation of the gazebo at the cemetery, Mr. Davoll advised a Boy Scout was in the process of raising money to accomplish this as his Eagle Scout project. Commissioner Dean further commented there needs to be better control utilized regarding rules and regulations.

Grounds

Mr. Davoll said this division maintains all of the grounds around the facilities and streets. This division has an overall decrease. He spoke of requested leaf and litter vacuums that were removed from the budget, stating one person can do a lot more with these than a crew can manually pickup.

ADJOURNMENT - There being no further discussion, the workshop adjourned at 5:05 p.m.

Joseph E. Kilsheimer, Mayor

ATTEST;

Linda F. Goff, City Clerk

Backup material for agenda item:

2. City Council workshop meeting July 17, 2017.

CITY OF APOPKA

Minutes of a City Council Budget Workshop held on July 17, 2017, at 3:00 p.m., in the City of Apopka Council Chambers.

PRESENT: Mayor Joe Kilsheimer
Commissioner Billie Dean
Commissioner Diane Velazquez
Commissioner Kyle Becker
Commissioner Doug Bankson
Glenn Irby, City Administrator
Pam Barclay, Finance Director

PRESS PRESENT: John Peery - The Apopka Chief
Reggie Connell, The Apopka Voice

CALL TO ORDER/PLEDGE OF ALLEGIANCE - Mayor Kilsheimer called the Budget Workshop to order at 3:00 p.m. and led in the Pledge of Allegiance.

BUSINESS

Mayor Kilsheimer said the goal by the end of this week is to come to a resolution to the proposed budget and establish a tentative millage rate.

Ms. Barclay advised they would be reviewing special revenue funds and enterprise funds today. She stated these funds had nothing to do with the millage rate or general revenue.

Streets Division

Jay Davoll, Public Services Director, said this division maintains the roads and rights-of-way. There are approximately 182 miles of streets that equates to 960,960 feet of roads. Last year 9,730 feet, or 1%, of the roads were repaved. He said this year's budget shows an overall increase of 7%. The majority of this increase is a transfer to the general fund. He stated they need two arrow boards at \$10,000 that were pulled put back in the budget. He said there were four different items pulled and it is very important to stay in compliance with federal guidelines coming into place. He spoke of the reflectivity on signs and said he would like to have \$30,000 put back in. Streets has a need for landfill fees to dispose of items such as tires and requested \$31,500. He requested \$27,500 for signal maintenance. He asked for additional funding for street lighting.

Commissioner Becker asked if the City paid the entire cost and the HOA's offset that expense by revenue reimbursed to the City.

Mr. Irby responded in the affirmative. Ms. Barclay added this was a pass through fee and we were not reimbursed the full amount.

Discussion ensued regarding decorative street lighting and agreements with the subdivisions.

It was the consensus to add \$27,500 to the 4600 account for signal maintenance, and \$10,000 for two arrow boards.

Mr. Irby passed out a report regarding facility maintenance.

Inmate Program

The Inmate Program was reviewed and discussed. No changes were made.

Stormwater Fund

Stormwater Fund was reviewed and discussed.

Mr. Davoll said the stormwater funds collected go into this fund to help maintain and clean our stormwater system. He proposed the addition of two leaf and litter vacuums at \$4,000. He proposed the \$4,000 be taken from the 6300 account for the two leaf blowers.

Utility Administration

This division put into place the new iWorQ program. He said the operating funds did decrease. There was a total of \$821,000 transferred to the General Fund from this division. He did request \$14,149 back for repair, maintenance, and training.

It was the consensus that \$12,000 be added for repair and maintenance, and \$1,900 for training.

Water Plant (potable)

Mr. Davoll said this shows an increase of \$246,000. This is attributed to the replacement of wells at Mt. Plymouth and Grossenbacher. Mr. Burgess advised this was a condition of our consumptive use agreement.

It was the consensus to put \$7,000 back in for fuel in the 5250 account, and to place \$15,000 back in the 5220 account for the Water Conservation Incentive Program.

Wastewater Plant

The Wastewater Plant was discussed and reviewed.

Mr. Davoll said they were in the process of expanding and construction was well underway.

It was the consensus to add \$5,875 back to the 5250 account for fuel.

Council recessed at 4:17 p.m. and reconvened at 4:30 p.m.

Utility Construction

Mr. Davoll said Utility Construction installs a lot of the in-house water, sewer, and reclaimed water lines. This year has been focused on reclaimed lines due to being reimbursed from SJRWMD. He advised there is an overall decrease of 37%. They requested the funding for fuel be placed back in the budget, as well as vehicle/equipment maintenance.

Ms. Barclay said that based on the trends it would not be recommended to add this back in.

Water/Utility Maintenance

Water Maintenance was reviewed and discussed. Mr. Davoll advised there has been a lot of meters that were in need of replacement. Mr. Burgess added that in 2007 every meter was retrofitted and had a ten year warranty, making this the final year of the warranty.

Mayor Kilsheimer said at this point the City did not have a systematic program to replace the aging water meters. He stated Commissioner Bankson had previously brought up a point that this is the one program that generates funds. He said the City needs to embark on a program of systematically replacing our water meters on a regular and routine basis to prevent having aged meters that are not reading properly.

Commissioner Bankson said he had an issue with his own meters that affected his utility bill.

Mr. Davoll requested one position that was cut for a utility service worker be added back in at \$39,554. It was the consensus that this be included.

Mr. Davoll said they were requesting trucks to be replaced. They are requesting a change so that the F350 is back in the budget and take out one of the F150 trucks. It was the consensus that this change be made.

Mayor Kilsheimer recapped that the consensus of Council is to add in the Utility Service Worker (\$39,554), add funding for the meter repairs, fuel and gasoline, tapping machine, and F350, taking out the F150.

Utility Billing

Ms. Barclay said accomplishments include transition to the new billing software, implemented remote deposit, and they implemented remit central which is a time savings. They also updated the Sensus meter reading system. This update came with a tool called Sensus Analytic that shows the number of meters that are not being transmitted. She advised a meter reader would go out and check on the meters that were not transmitting. She stated they plan to add IVR for credit card payments over the telephone. They plan on completing the Municode (MCCI) bill print system. They are requesting two positions, one being a meter reader rather than using a temporary service. The other position is an additional customer service clerk. She said they have gone from 14,000 to 29,000 customers.

It was the consensus to add in the position of Meter Reader and Customer Service Clerk.

Wastewater Maintenance

This division decreased overall by \$1.5 million due to a new Utility Plant Maintenance division being created. The Wastewater Maintenance division was reviewed and discussed.

It was the consensus of Council to add the funding for training back in the 5500 account.

Restoration

The Restoration division was reviewed and discussed.

Mr. Davoll said there is an overall decrease for this division, but a slight increase in operations.

Utility Plant Maintenance

Mr. Davoll said this was a new division created partially because of the new wastewater plant. The lift stations are brought in under this division.

Mr. Burgess explained the positions that are being transferred from Sewer Maintenance and Wastewater Plant to this division. They are requesting a new maintenance supervisor to coordinate this division. Other new positions being requested are mechanic, instrument technician and two more lift station mechanics for a total of 11 positions in this division. He said our system is growing and we need to put more focus strictly on maintenance. By consolidating into this division, he said they can gain better control and tracking.

Design Engineering

Mr. Davoll explained this division does the utility and roadway internal designs. He said there has been no overall change and there has been a decrease.

Mayor Kilsheimer asked Council to review the Facility Maintenance report that was handed out.

ADJOURNMENT - There being no further discussion, the workshop adjourned at 5:49 p.m.

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda F. Goff, City Clerk

Backup material for agenda item:

3. City Council workshop meeting July 18, 2017.

CITY OF APOPKA

Minutes of a City Council Budget Workshop held on July 18, 2017, at 3:00 p.m., in the City of Apopka Council Chambers.

PRESENT: Mayor Joe Kilsheimer
Commissioner Billie Dean
Commissioner Diane Velazquez
Commissioner Kyle Becker
Commissioner Doug Bankson
Glenn Irby, City Administrator
Pam Barclay, Finance Director

PRESS PRESENT: Teresa Sargeant - The Apopka Chief
Reggie Connell, The Apopka Voice

CALL TO ORDER/PLEDGE OF ALLEGIANCE - Mayor Kilsheimer called the Budget Workshop to order at 3:00 p.m. and led in the Pledge of Allegiance.

BUSINESS

Glenn Irby, City Administrator, said Commissioner Bankson passed out some information on live streaming of Council meetings and would like some time at the end to discuss this.

POLICE DEPARTMENT

The budget for the Police Department was reviewed and discussed.

Chief McKinley reviewed a Power Point presentation and a copy will be on file in the clerk's office. He reviewed the Police Department's accomplishments during this past year to include increased criminal investigation staffing by adding two detectives, increased minimum patrol squad staffing, the volume of calls, and the implementation of an Emergency Medical Dispatching Program, to name a few. He spoke of school resource officers to enhance security in schools as well as teach the Mentoring, Advising, Guiding, Instructing, Children (M.A.G.I.C.) program to fifth graders. The Apopka Police Department is working to obtain Accreditation from the Florida Commission for Law Enforcement Accreditation, effective November 2017.

Chief McKinley said the budget that has been proposed is going to leave the Police Department and the City with some challenges over the next several years. Needs were addressed to include a Public Safety Facility, additional police officers, replacement of patrol vehicles, replacement of electronic control devices, and the need for new public safety portable radios. He said between 2010 and 2016 Apopka's growth increased by more than 15%. He declared the city's growth needs to be monitored to ensure emergency services continue to maintain the current levels of service.

He said they propose hiring two officers next year and absorb all five grant positions into next year's budget. Each new officer is approximately \$75,000 with salary and benefits plus \$52,000

in operating and capital cost. He said the personnel cost associated with hiring five new officers was approximately \$635,000. The cost of hiring two new officers would reduce that to \$254,000. He pointed out their officers have responded to assist other agencies and Orange County to assist in active shooter events. He said the ballistic protection request was an important operating cost that he recommends be funded. He stated the cost can be reduced by providing this increased protections to sergeants and below who do not have SWAT ballistic gear. By doing this the request is reduced from \$91,000 to \$65,000. He spoke of how important it is to have protective gear to adequately respond and protect the community. He presented an amended request for 12 patrol vehicles, and advised this only replaces those vehicles with over 125,000 miles. In addition they requested 2 unmarked vehicles, replacement of 2 unmarked vehicles that were totaled, 1 canine vehicle, and 1 SRO vehicle. The total Capital Requests is \$695,000. He stated this does not include the building needs assessment which would be funded from the impact fees.

Chief McKinley spoke of developing a plan on how to fund emergency services as the city continues to grow. He said they cut their budget prior to submitting their requests, and with this years proposed budget they will not be able to absorb any unexpected or unbudgeted expenditures.

Discussion ensued regarding salaries and our need to have competitive salaries, as well as looking at those who have maxed out.

Discussion ensued regarding impact fees and how they can be expended.

Mr. Irby advised the impact fees cannot be used for operating purposes. The impact fees can be used one time for the purchase of a new car for a new hire since it is an impact to the system. He stated the impact fees can be utilized for the assessment of a new building. He said the impact fees are very new and the amount is limited at this point.

Commissioner Becker said they have a proposed budget presented that is basically covering operating costs of current employees and basics. All capital expense the Chief feels is needed to run the department successfully is completely cut. He asked if there was room to compromise.

Chief McKinley said these capital expenditures will eventually have to be spent.

Commissioner Bankson inquired what the length was for the COPS Grant.

Chief McKinley stated the grant was for three years. He explained this was why they were trying to offset this by hiring two officers this year, two next year, and one the following year. In this manner, when the grant runs out, they are already funded.

Commissioner Bankson said our debt service was a concern of his. He stated while we have to use this as a tool, he is concerned with building in more debt from previous years.

Commissioner Becker spoke of the reserves and said even if we drop it to 19.7% which is a 3% premium above the benchmark average is for cities that would be another \$1.3 million to utilize.

Commissioner Bankson said it is true that we can tap those reserves, but there is a ramification to that. He spoke of restricted and unrestricted reserves.

Mayor Kilsheimer said they need cross some threshold decisions and determine if they are going to put the money the Police Department is requesting back in the budget or not. If they are, then it has to be determined how it is going to be paid for. If the decision is not to add this back in, then they need to move on. He said the Police Department is trying to be fiscally responsible, and they are asking for tools to get their job done.

Chief McKinley said the total capital requests is \$695,000 for vehicles and Tasers. The Ballistic protection for first responders was \$65,000. The amended personnel request was for two new police officers for a total of \$254,000 (salary, benefits, and equipment).

Consensus to add it the Level IV ballistic vests and Kevlar Helmets at \$65,000 and the Tasers at \$25,000 for 5- years under a lease/purchase program.

Ms. Barclay advised with the overall “must haves” that have been calculated and added so far for the general fund has been \$350,500. She reviewed the list to include:

- \$200,000 additional deductibles for Human Resources
- \$5,000 additional for driver license checks for Human Resources.
- \$5,000 replacement of copier and badge system for Human Resources
- \$18,000 Cemetery Software that may be able to be offset by \$13,000 from IMS
- \$13,000 Recreation golf cart
- \$7,000 Fleet Freon replacement system
- \$12,500 Cemetery tree removal
- \$25,000 Taser 5-year lease/purchase program
- \$65,000 Ballistic vests and helmets

Commissioner Dean said he felt the \$35,000 in the budget for Apopka Begins and Ends with “A” should go either to the Fire Department or Police Department.

Mayor Kilsheimer said he has been waiting for news of a grant program that Orange County Public Schools has applied for that would bring about \$1 million a year into Phillis Wheatley and Zellwood Elementary schools called the 21st Century Grant. Orange County Public Schools applied for the grant and entitled their grant application Apopka Begins and Ends with “A” 21st Century Grant. This specifically references the Apopka Begins and Ends with “A” program demonstrating to the Federal Government the partnership between the City of Apopka and Orange County Public Schools. We should have information on this grant within the next two weeks. He said there were a host of other results from the Apopka program from the six schools that have participated and these schools have moved to higher grade scores. He said while he feels this is a valid program investing in education in the community, he will give it up if we cannot afford anything.

Commissioner Bankson said a couple of things to think about with regards to getting revenue, there were two other ways, one being cutting services and no one wants to do this. The second

would be looking at use of our assets.

Mayor Kilsheimer said Lake Apopka Natural Gas was an asset that could be sold and that would bring us \$12-15 million once split between the three municipalities. He stated there was no benefit to a government owned utility.

Commissioner Becker said Lake Apopka Natural Gas produces revenue for themselves. He said we would receive franchise fees which we do get.

Commissioner Dean said he would not be for giving up Lake Apopka Natural Gas.

Ms. Barclay asked Council to be mindful that we meet on Thursday and after hearing from the Fire Department, they will need to come to a conclusion for setting the Tentative Millage. She advised when setting the Tentative Millage it was easy to come down, but very difficult to raise.

Commissioner Bankson presented an option for videostreaming the meetings out to the public. He said this was an amazing product that takes a static photo and then there is an application to utilize to access static shots. It can broadcast livestream to multiple platforms. He stated this would not cost more than \$1,000 and it could be embedded on a Facebook page or the website. He said it would cost approximately \$10 to archive meetings. He suggested testing this at the next meeting and proposed with the small cost, he will go to his discretionary funds for this item.

Mayor Kilsheimer asked that Rob Hippler, IT Director, to review this based on how it might integrate with the City system. He said we would also need to consider every aspect from a public records standpoint.

ADJOURNMENT - There being no further discussion, the workshop adjourned at 5:15 p.m.

Joseph E. Kilsheimer, Mayor

ATTEST;

Linda F. Goff, City Clerk

Backup material for agenda item:

4. City Council regular meeting August 16, 2017.

CITY OF AOPKA

Minutes of the City Council regular meeting held on August 16, 2017, at 7:00 p.m., in the City of Apopka Council Chambers.

PRESENT: Mayor Joe Kilsheimer
Commissioner Billie Dean
Commissioner Diane Velazquez
Commissioner Doug Bankson
Commissioner Kyle Becker
City Attorney Cliff Shepard
City Administrator Glenn Irby

PRESS PRESENT: Teresa Sargeant - The Apopka Chief
Reggie Connell, The Apopka Voice
WFTV – News Channel 9

INVOCATION: Mayor Kilsheimer introduced Bishop Kelvin L. Cobaris, from Impact Church of Apopka, who gave the invocation.

PLEDGE OF ALLEGIANCE: Mayor Kilsheimer said on August 26, 1920, the Nineteenth Amendment was formally adopted guaranteeing women the right to vote. The journey began more than 70 years before at the Seneca Falls Convention, which ended with a passage of a resolution declaring the duty of women to secure the sacred right of voting. Suffragettes worked tirelessly, first winning the right to vote in individual states. When America entered World War I in 1917, women aided the war effort breaking down the remaining opposition to suffrage. By 1918, both the Republican and Democratic parties endorsed women's suffrage which led the way to the passage of the Nineteenth Amendment. He asked everyone to remember the sacrifice and courage of those who fought for the right of each and every one of us to vote as he led in the Pledge of Allegiance.

APPROVAL OF MINUTES:

- 1. City Council workshop meeting July 10, 2017.**
- 2. City Council workshop meeting July 12, 2017.**
- 3. City Council special meeting July 20, 2017.**
- 4. City Council regular meeting August 2, 2017.**

Commissioner Bankson said while not every word is put in the minutes, he did make note that his presentation about making the Council meetings successful on video was not mentioned in the minutes. He also stated on the last workshop he made a presentation about the 25% reserve fund and the minutes did not reflect he had stated this was not something that would cost the City anything, but was a long term solution for a five-year program.

MOTION by Commissioner Becker, and seconded by Commissioner Velazquez to approve City Council minutes of July 10, 2017, July 12, 2017, July 20, 2017 and August 2, 2017 with correction as noted. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

AGENDA REVIEW: There were no changes.

Presentations:

1. Chief McKinley announced the promotion of Captain Randy Fernandez to Deputy Chief and commended him for the work he has done for the City of Apopka. He presented Deputy Chief Fernandez with a trophy recognizing his work and promotion.
2. Eagle Scout Project Proposal: Little Free Library Stations.
Eagle Scout Candidate Michael Ihrig, Troop 211, presented his project for Little Free Library Stations to be constructed and placed in areas to be determined throughout the City. He said he wanted to make sure everyone had the opportunity to have books available to them to read.

MOTION by Commissioner Bankson, and seconded by Commissioner Becker, to approve the Little Free Library Station Eagle Scout project as presented. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

3. Eagle Scout Project Proposal: Dream Lake Park Paver Pathway and Picnic Tables.
Eagle Scout Candidate Adam Speck, Troop 211, presented his project for Dream Lake Park Paver Pathway and Picnic Tables. He said his project was to refurbish and level the brick pathway that leads up to where the bridge used to be at Dream Lake and refurbish and paint all of the picnic tables that are there. He said this has been in a state of disrepair for some years.

MOTION by Commissioner Becker, and seconded by Commissioner Velazquez, to approve the Dream Lake Park Paver Pathway and Picnic Tables Eagle Scout project as presented. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

4. Eagle Scout Project Proposal: Dream Lake Park Bridge.
Eagle Scout Candidate Connor Larsen, Troop 211, presented his project for the Dream Lake Park Bridge and cleanup of the canal. He reviewed drawings that show the rebuilding of the foot bridge, stating the old bridge was flat and his proposal is for an arched design to minimize potential damage from storms and floods. He advised the bridge design will be ADA compliant. He said if Council approves his project, he plans to begin fund raising in early September with an estimated completion date of late November. The estimated construction cost is \$1,500.

Mayor Kilsheimer advised all of the proper review needs to be done and a permit obtained for the construction.

MOTION by Commissioner Velazquez, and seconded by Commissioner Bankson, to approve the Dream Lake Park Bridge Eagle Scout project as presented. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

PUBLIC COMMENT/STAFF RECOGNITION AND ACKNOWLEDGEMENT

Public Comment:

Veronica Rogers said she was here to thank the City of Apopka and Commissioners for all of their help for the event at Phillis Wheatley Park in April. She thanked Dr. Shackelford for believing in them and donating toward the project. She stated they showed much unity that day and said unity i

what this community needs. She said they need to learn to work together on projects and even if there is disagreement, there needs to be some resolution for our children's sake. She stated she looked forward to our City moving forward together.

Pastor Richard King said he read an article that disturbed him because it challenged the integrity of the City of Apopka and its citizens. He stated this article dealt with how candidates generate money for elections. He said he would like this Council to consider discussing campaign finance reform in order to strengthen integrity of government in the sunshine. He said the reform implemented in the City of Miami Beach in 2016 presented the roadmap for preventing perception of wrong doing. He stated this was a citizen initiative and asked that the Council afford them the respect of responding to their request.

Pastor Hezekiah Bradford said he would like to first give condolences to the families in Charlottesville, Virginia over this sad tragedy that transpired. He stated he would like to make mention to what Pastor King spoke about, as it did appear in our local newspapers about campaign finance reform. He asked that his words and request for campaign finance reform are at least worth a discussion by Council. He stated we hear a lot about campaign finance reform on a national level all the time. He also spoke of the reform in the City of Miami Beach.

Rod Love recognized Commissioner Becker and his being an Eagle Scout, stating the young men that presented projects today exemplify all that is good in this City. He asked Commissioner Becker, as an Eagle Scout, to let them know that the not-for-profit of Florida Economic Consortium will make sure there is a \$500 donation to start the bridge. He said he wanted to echo what Pastors King and Bradford addressed and said they went through a process of researching on how to come together and contribute to resolving some of the issues they consider are outstanding. He stated when they did the research, they found that the City of Miami Beach implemented campaign finance reform successfully. He said Apopka can be a leader in this County and Central Florida by taking the lead in instituting campaign finance reform. He stated they were offering this for consideration of the City Council and ask that they hold workshops and have discussions regarding campaign finance reform. He said if they did not see the merit in having this discussion on campaign finance reform, to respond as to why they do not see merit in holding this discussion.

Ray Shackelford said he echoed the sentiments and concerns of the preceding speakers as it related to campaign finance reform. He stated we can and must do better to protect the integrity of the City of Apopka. He said we have an outstanding Council and called upon the Council to guide us and put the interests of the people above special interests. He asked Council not to ignore this concern regarding campaign finance reform. He secondly wanted to say he has noticed the City has allowed the Apopka area CONA to put their meeting dates on the City website and called upon Council to allow other community based organizations to do the same. He asked that pictures on the City website reflect all diversity of the City of Apopka. He stated in his experience he has never come across a late proposal being accepted in the bidding process. He said to be clear, in reference to the Splash Pad he was not against the company, but he is against the process that took place.

CONSENT (Action Item)

1. Authorize execution of the Sewer and Water Capacity Agreement for Carriage Hill subdivision.
2. Approve the serving of wine for a Wings and Wine event at the Museum of Apopkans.
3. Approval for Alcohol Sales at the Summer BBQ Showdown and Steak Cookoff.

4. Accept Notification of Application or the Edward Byrne Memorial Justice Assistance Grant Program.

MOTION by Commissioner Becker, and seconded by Commissioner Velazquez, to approve four items on the Consent Agenda. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

BUSINESS

1. Acceptance of a Trails Grant and the required funding match for Kit Land Nelson Park.

Glenn Irby, City Administrator, said the City recently applied for a grant from the Florida Department of Environmental Protection and has been notified we were successful in that application, subject to Council approval. He explained this grant is to build an exercise trail in Kit Land Nelson Park that will connect to the West Orange Trail. He advised this grant has a 40% match requirement of \$80,000. He advised this match will come from funds at year end that have not been expended from the general fund. Staff recommends acceptance of the grant and approval of the matching funds.

Mayor Kilsheimer said this will bring more people to the park. He advised Dr. Jackson was also working on a FRDAP (Florida Recreation Development Assistance Program) grant for the playground.

Mr. Irby affirmed the City has been awarded the FRDAP grant, however, the plan is in excess of the grant fund of \$50,000. He explained the funds are in the FY 17-18 budget and once it is approved, soon thereafter the work will begin on the playground.

Mayor Kilsheimer opened the meeting to a public hearing. No one wishing to speak, he closed the public hearing.

MOTION by Commissioner Becker, and seconded by Commissioner Bankson, to approve acceptance of a Trails Grant for Kit Land Nelson Park and the matching funds. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

2. Final Development Plan – Shoot Straight Warehouse Addition – 1351 Tropicana Circle.

Mayor Kilsheimer announced this was a quasi-judicial hearing. Witnesses were sworn in by the Clerk.

Pam Richmond, Senior Planner, said this was the Final Development Plan (FDP) for the Shoot Straight Warehouse, Phase IV, and request for approval from City Council. She reviewed the location of the addition on a map stating the warehouse expansion will be added on to the existing building. The parking lot will be rearranged to accommodate 83 additional parking spaces required for the new building and the safe traffic circulation through the parking lot will continue. She advised the existing buildings house a gun sales showroom and a handgun and rifle range. The additional space will be used for warehousing. DRC found the FDP to be consistent with the Comprehensive Plan and Land Development Code and recommends approval. The Planning Commission at their August 8, 2017 meeting recommended approval.

Mayor Kilsheimer opened the meeting to a public hearing.

Terri Morrell said while driving on U.S. 441 she saw a trailer backing into Shoot Straight and this was concerning to her. She wanted to confirm that trucks will not be backing in from U.S. 441.

Mr. Moon said as part of the site plan review process, the engineer for the project is required to show the truck turning movements within the site plan. He advised the City Engineer reviewed those turning radiuses and they met the standards. A truck should be able to access the site without backing out or into the site.

No one else wishing to speak, Mayor Kilsheimer closed the public hearing.

MOTION by Commissioner Bankson, and seconded by Commissioner Dean, to approve the Final Development Plan for the Shoot Straight Warehouse addition, Phase IV. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

3. Plat – First Street Retail Center Plat (aka Tractor Supply Site) – 180 East First Street.

David Moon, Planning Manager, said this matter is primarily a technicality. The Tractor Supply is already under construction and ready to open. As part of the staff requirements, the Tractor Supply site was asked to consolidate the existing lots into one parcel. The plat performs as a replat to create one unified development parcel. DRC and Planning Commission recommend approval.

Mayor Kilsheimer opened the meeting to a public hearing. No one wishing to speak, he closed the public hearing.

MOTION by Commissioner Velazquez, and seconded by Commissioner Becker, to approve the Plat for First Street Retail Center. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS (Action Item)

1. Ordinance No. 2582 – First Reading – Banning medical marijuana dispensing facilities.

The City Clerk read the title as follows:

ORDINANCE NO. 2582

AN ORDINANCE ESTABLISHING A PROHIBITION OF MEDICAL MARIJUAN TREATMENT CENTER DISPENSING FACILITIES WITHIN THE BOUNDARIES OF THE CITY AS AUTHORIZED BY SECTION 381.986, FLORIDA STATUTES; PROVIDING LEGISLATIONVE FINDINGS; PROVIDING FOR CONDIFICATION; MORATORIUM CONTINGENCY; SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

David Moon, Planning Manager, said City Council has already approved a moratorium that has been in effect for the past two months. This moratorium was approved to provide staff with time

to review the new state laws that were under preparation to help regulate the medical marijuana industry within the state of Florida. Deputy Chief Randy Fernandez, himself and Erin DeYoung, attorney for the Police Department, and Mr. Moon, have reviewed the state laws and recommend a permanent ban be placed on the dispensaries for medical marijuana. The Planning Commission met on August 8, 2017, and recommends approval to City Council for this prohibition of dispensing medical marijuana citywide. He advised the City of Apopka adopted Ordinance No. 2388 on May 6, 2015, regulating and governing the location and extent of the cultivation, processing, and dispensing of medical marijuana within the City of Apopka. The sale and processing is allowed in two designated grow areas through that ordinance. He stated a need to regulate medical marijuana emerged on June 16, 2014, when Governor Scott signed the Compassionate Medical Cannabis Act of 2014 into law, allowing the cultivation, processing and dispensing of low THC cannabis statewide. He advised the ban on dispensing does not affect the cultivation or, the processing in the two designated grow areas. The new laws adopted by the Legislature limit the ability of local governments, through their zoning process, to manage the location and extent of dispensing of medical marijuana within their communities. He advised two alternatives were granted to local governments: either to ban on a citywide basis; or to treat medical marijuana dispensaries similar to the zoning of pharmacies. He stated other local governments in the area saw the need to ban the dispensing of medical marijuana. He said the new laws limit how the City can orchestrate an ordinance to deter or guide marijuana dispensing from residential areas, from the proximity to schools, churches, and parks. He advised the current ordinance in place is not consistent with state laws, thus there is a need to modify the current ordinance as it relates to the dispensing of medical marijuana. He reviewed information regarding the traffic impact based on information Deputy Chief Fernandez found from the state of Colorado that shows medical marijuana dispensaries generate more traffic on a daily basis than a pharmacy or specialty retail center does. DRC and Planning Commission recommends to approve Ordinance 2582 at First Reading and carry it over for a Second Reading.

Commissioner Bankson said he discussed this with Deputy Chief Fernandez. He said it would be a great concern for Apopka to be an attraction point. The ordinance does not prohibit people who genuinely need this for medical purposes from obtaining this product and it does not prohibit those who are in the industry from producing.

Commissioner Dean said he was against having a dispensary in the City of Apopka. He does support the idea of medical marijuana being delivered to the person in need.

Commissioner Velazquez said being retired law enforcement she has had her own experiences with dispensaries. She said the state language is not friendly with the local municipalities. She would like to see a moratorium rather than a permanent ban to allow us to work with the legislators on language. She inquired if we know how it is being delivered.

Deputy Chief Fernandez advised there is a section in the statute that allows for deliveries and it is very clear on the method and manner of delivery. He stated this was not stopping those who are in need from getting this medication. We are just addressing the store fronts and how we will regulate this as a zoning issue. He stated under our current code, pharmacies are allowed in a lot of different areas. He said our original ordinance removed areas that we did not want to have medical marijuana dispensed. He stated the state took that option away from the City, so it was felt the best thing to do at this point is to ban dispensaries. He said we were in the process of re-writing our code, and perhaps there is some other avenue we can do to make this work.

Attorney DeYoung explained a moratorium has a specific end date. The ban is for as long as the City desires. If in six months to a year, the City decides to do something else, or if the legislation has changed, they can come back and make changes.

Commissioner Becker said he had several points he wanted to cover with regards to what medical marijuana is and what it would be for our City. He said it is an undisputable fact that medical marijuana is now legal in our state and by extension, any business that transacts in it is a legitimate business. He stated the idea that dispensaries will pop up all over, he fully agrees that we need the right mix of business in our City and not to have high concentrations of anything. He said the state law is very strict with regards of who they will award licenses to, 17 licenses statewide, and each will have 25 dispensaries. He stated this was an opportunity to create jobs for Apopka. He said the third option is to change the language regarding pharmacies to a policy that is all encompassing of pharmacies and dispensaries in a way that the City wants to govern them. He stated the State is very strict about the operations of these establishments. He affirmed he had made several calls to city officials in the state of Washington where they have both medical marijuana and recreational marijuana. He said the two city officials he spoke with had nothing but praise to say about their implementation without any increase in crime in their opinion. He agreed that people will have access to delivery, but the idea that this will remain a free service is unlikely. He said he fully supports home rule entitlements for our local municipalities, but it took a ballot initiative from our voters to even get this on the ballot after years of lobbying with the state legislators. He said they are being asked to invoke a ban on something with no long term strategy other than to wait and see if the state does anything else. He stated he would like to see Apopka be the model for how Central Florida takes this and create short and long term strategies about the implementation of medical marijuana to benefit our residents who need this type of medication.

Mayor Kilsheimer said he agrees with virtually everything Commissioner Becker said. He stated when the staff came to him with the proposal he was against it. However, the legislature, in implementing the law has essentially turned this into something that is not a decision about medical marijuana or the value or the need people have for it. He declared this was a zoning issue. He said most of the other cities, with the exception of Oviedo, are moving in the direction to ban dispensaries. He stated at this point in our period of growth, Apopka needs to take control of our growth strategy and come up with a balanced approach. He said the legislature, in this regard, has taken that out of our hands. He thought we stepped out front when we passed the grow zone ordinance previously. At that point the plan was that all dispensaries would be associated with the business that received the grow licenses. He said he thinks the legislature will hear enough from the cities across the state that they will revisit this sooner than later.

Commissioner Becker inquired if there was an option to update our code to treat both pharmacies and dispensaries as a special exception to allow more scrutiny on both ideas, bringing it through another level of scrutiny from the City so either staff or Council could look at it that way rather than do a total and complete ban on something that is legal.

City Attorney Shepard responded in the affirmative, stating that is an option and it is an option in certain cities more readily than here. He said Ponce Inlet is going to consider that, and similar to Maitland, to take the pharmacy categories available and draw that down. He declared this will probably have the support of the pharmacy community. He said if the idea is to limit the amount

of dispensaries that is a way to accomplish this. The difference is the City of Apopka has a lot of undeveloped areas, so it would be a fairly substantially large area. He reiterated the City of Apopka is not like other cities that are built out.

Commissioner Becker said we have no certainty about what the state legislature is going to do in regards to this legislation, but we do know we have land and we know other pharmacies will come into this City, so we need to solve for that and solve for not having an influx of establishments selling medical marijuana.

Mr. Moon said if City Council would choose to take the special exception approach, we do not have criteria associated or developed with that special exception. He stated staff would need time to prepare for that and the current moratorium expires August 30, 2017. If Council decides to deny the ordinance before them this evening, then we will have an open door for medical marijuana dispensaries. If they approve the ordinance before them, they have the option to come back later and take the approach to special exception.

Commissioner Bankson said we need to get the plan of special exception in place before we leave this open.

Mayor Kilsheimer said the City Council has the ability to direct staff to develop a special exception policy, however, if we let the moratorium expire without having something in place, then it is open and we could see a proliferation of dispensaries.

Mayor Kilsheimer opened the meeting to a public hearing.

Derek Ryan said he is the chairman of the Libertarian Party of Orange County and they supported Amendment 2. He said 384,000 Orange County residents voted for Amendment 2. He spoke of pharmacies and the sale of opioids. He said Apopka has an opportunity to be a leader in what is an agricultural industry. He said Ormond Beach also has not banned dispensaries. He said if a resident of Apopka obtains a prescription through the proper process for medicinal marijuana at 10:00 a.m. on Friday morning, if this ordinance passes, they will not be able to have it delivered by the weekend, but they could go to a local dispensary and pick it up.

Rod Love said Commissioner Becker brought up diversity as it relates to the nursery growers. He said when this initially passed there was a great argument based on the specificity of the legislation to which many looked at as blocking a lot of nursery owners out. He said medical marijuana was a Schedule I drug and opioids are listed as a Schedule II drug. He stated he hears the concern of law enforcement and said Council can specify the security measures for dispensaries to have in place. He expressed concern of the risk for the people making deliveries. He said the City of Apopka needs to get out in front of this and do it right.

Pastor King said medical marijuana dispensaries is complex and said while he did not support the use of recreational marijuana, he did support the use of medical marijuana. He stated people would have to travel to pick up or have their prescriptions shipped and asked what was in the best interest of the people in need. He said it would be a marvelous opportunity for the City to be at the forefront of setting up dispensaries for medical marijuana.

Ray Shackelford said he supports the ban of dispensing medical marijuana until we have clear language from the Florida Legislature. He stated with as a person with a background in public health he values ways to improve the health status of people, but in an effective and sufficient way for overall success. He too is concerned about the access to medical marijuana and reiterated his support in banning dispensaries for now in the City of Apopka.

Mari Morrell said she has been working as a pharmacy technician for more than ten years and has seen a lot of patients in varying degrees of health. She stated she has seen the difficulty it is for them to try various medications and not being able to function due to the side effects. She said when someone finds something that works for them, being able to access it is key. She stated she read the description of what the legislature requires for security for these facilities and she would feel much safer in one of those facilities than she would in a corner pharmacy.

No one else wishing to speak, Mayor Kilsheimer closed the public hearing.

Mayor Kilsheimer said they could pass the ordinance, but at the same time direct staff to examine ideas for a special exception process to be brought back to Council.

City Attorney Shepard said they could direct staff and to further ask them to look at zones where the special exception might coincide with grow areas.

Mayor Kilsheimer reiterated this was not about medical marijuana, but this was a zoning issue, especially as it relates to the particular conditions in the City of Apopka in that we have so much open area for development. He stated if we don't take measures now to protect the City, we could see a proliferation beyond what our residents are going to say is acceptable. He said it would be appropriate for this Council to approve the ordinance as proposed and at the same time direct staff to develop an approach to special exceptions to allow us to revisit this issue.

In response to Commissioner Bankson inquiring if hospitals had the ability to provide medical marijuana in an emergency type situation, Attorney DeYoung said each patient can have a caregiver that helps with giving the medication. She explained a caregiver could have multiple patients and gave an example of a caregiver could be a Hospice worker. She said a caregiver has an identification card and the medical marijuana goes through a dispensary, not a pharmacy. Pharmacies and hospitals do not have access to medical cannabis.

MOTION by Commissioner Bankson, and seconded by Commissioner Velazquez, to approve Ordinance No. 2582 at First Reading and bring it back for a Second Reading, with the guidance to staff to visit the language regarding special exceptions and bring this back to Council. Motion carried 4-1 with Mayor Kilsheimer, and Commissioners Dean, Velazquez, and Bankson voting aye, and Commissioner Becker voting nay.

2. **Resolution No. 2017-15 – Wireless Facilities in the Public Rights-of-Way.** The City Clerk read the title as follows:

RESOLUTION NO. 2017-15

**A RESOLUTION OF THE CITY OF APOPKA, FLORIDA, OPPOSING
THE EROSION OF HOME RULE AUTHORITY EFFECTED BY THE**

ADVANCED WIRELESS INFRASTRUCTURE DEPLOYMENT ACT; SUPPORTING THE HOME RULE AUTHORITY GRANTED AND GUARANTEED LOCAL GOVERNMENTS BY THE FLORIDA CONSTITUTION; ENCOURAGING THE FLORIDA LEGISLATURE TO RETURN FULL HOME RULE AUTHORITY TO LOCAL GOVERNMENTS WITH RESPECT TO WIRELESS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY; EXPRESSING SOLIDARITY WITH OTHER LOCAL GOVERNMENTS OF ORANGE COUNTY, FLORIDA, IN SUPPORTING TECHNOLOGICAL ADVANCEMENT WHILE PRESERVING THE AUTHORITY OF LOCAL GOVERNMENTS TO ENACT REGULATIONS THAT PRESERVE AND PROTECT LOCAL COMMUNITY VALUES AND INTERESTS; PROVIDING AN EFFECTIVE DATE.

Mayor Kilsheimer said this is an issue that was brought forward by the Orange County Council of Mayors. On a regular basis the Mayors of all cities in Orange County meet and discuss issues of mutual concern. This issue was brought to them recently due to the Florida Legislature essentially taking steps to eliminate the home rule authority from local cities with regards to the roll out of next generation technology. Municipalities have concerns regarding the appearance of their communities when these devices roll out. He stated the 5G technology devices will be installed about every block. He said while these devices are small, every wireless company has their own version and will want to place these in as many locations as they can in order to gain the coverage needed. He stated, as it stands, local governments are prohibited from any regulation of those devices. He said the mayors collectively proposed passing a resolution that the Orange County Council of Mayors can take to the Florida League of Cities and go back to the wireless companies to come up with some design standards that all the cities and wireless companies can agree on. He said the resolution was written by Drew Smith of Shepard & Smith Law Firm and paid for by the City of Edgewood, in an effort to give cities more control over the aesthetics of this next generation of technology.

Mayor Kilsheimer opened the meeting to a public hearing. No one wishing to speak, he closed the public hearing.

MOTION by Commissioner Velazquez, and seconded by Commissioner Bankson, to approve Resolution No. 2017-13. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

CITY COUNCIL REPORTS – There were no reports.

MAYOR’S REPORT – Mayor Kilsheimer said he, Mr. Irby, and the City Attorney had a discussion regarding the Splash Pad earlier in the day and he asked City Attorney Shepard to address this matter.

City Attorney Shepard said it is fair to say the Splash Pad has been in the news and he has paid attention to the arguments and positions put forth by those who are interested, he has come to a conclusion to make a recommendation. He stated our bid documents allow the following: under section 7 it states, “The City of Apopka reserves the right to reject any and all responses, or any part

of any response, to waive any informality in any response, or to re-advertise for all or any part of the work contemplated.” In Section 14, it states, “No binding contract will exist between the proposer and the City until the City executes a written agreement.” He advised that has not happened and it goes along with the idea that there has been no award. He said Council’s action was to instruct staff to tailor the proposal to see if it could be worked out and somehow come within the amount of the budget. He stated, in addition, it states, “The award may be made to the source which offers the best value to the City. The City reserves the right to reject any and all bid offers, to waive non-material irregularities, or technicalities, and to re-advertise for all or any part of the solicitation as deemed in the best interest. The City will be the sole judge of the best interest.”

City Attorney Shepard said with those as the foundational provisions of the bid document, if there is an award and the City receives a bid protest, they could be facing an injunction not allowing the City to proceed while that plays out through the court system. If we can eliminate all of that by going through the process again, even if it delays for 30-60 days, to him is a better option and should take away this issue. He stated this should solve the problems that have been brought out by this process as recorded, sometimes incorrectly in the media, and eliminate any question that there is anything other than an attempt to get the best deal for Apopka. He reiterated his recommendation is to go back out a third time and re-bid.

Mayor Kilsheimer said over the last two weeks of all the issues they have had to deal with, he has heard more about this issue and the process than any other issue that has come before this City Council. He stated it is important to him that the process of the City of Apopka be viewed by the public and all perspective bidders as being as scrupulous as we can possibly make it. He said he also believes that the process we have engaged in up until this point has been scrupulous. He stated we have followed all of the rules, and everything has been provided for in the bid documents. The action Council is being asked to do is to reject the two bids for the Splash Pad and rebid the process.

Commissioner Bankson said he would be abstaining, as his brother works for one of the companies that bid.

MOTION by Commissioner Velazquez, and seconded by Commissioner Dean to reject the two bids for the Splash Pad and rebid. Motion carried 4-0-1 with Mayor Kilsheimer, and Commissioners Dean, Velazquez, and Becker voting aye. Commissioner Bankson abstained and will file a Form 8B.

Mayor Kilsheimer said with regards to the discussion during public comment regarding campaign finance reform, his stance on this would be that it is inadvisable to take government action to limit the ability of people to participate in the public process. He stated he thinks it is the wrong thing for the City of Apopka to do, stating every campaign contribution is publicly reportable, everyone receives the chance to contribute, and the voters are entitled to look at a candidate’s entire record, including all campaign finance contributions.

Commissioner Bankson said Pastor Bradford stated he has sent information out and he never received anything regarding the action in Miami Beach.

Commissioner Becker said he would be open to looking at this.

ADJOURNMENT – There being no further business the meeting adjourned at 9:24 p.m.

Joseph E. Kilsheimer, Mayor

ATTEST;

Linda F. Goff, City Clerk

Backup material for agenda item:

1. Authorize the disposal of surplus equipment/property.



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER:

MEETING OF: September 6, 2017
 FROM: Administration
 EXHIBITS: Surplus Forms

SUBJECT: SURPLUS PROPERTY

REQUEST: AUTHORIZE THE DISPOSAL OF SURPLUS EQUIPMENT/PROPERTY AND REMOVAL OF ASSET PROPERTY FROM THE CITY ASSET LIST.

SUMMARY:

Staff requests City Council approval to dispose of surplus capital equipment/property which has no useful benefit to the daily operation of the city. This request is per Administrative Policy 122.1.1.II: "The disposal of capital asset property which is obsolete, or for which the continued use would be uneconomical or inefficient, shall be in accordance with Florida Statute 274 and must be approved by the City Council". The asset property includes the disposal of items by auction, donation, or elimination. The attached form identifies vehicles which are no longer functional or has usefulness to the city.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Authorize the disposal of said equipment/property.

DISTRIBUTION

Mayor Kilsheimer	Finance Director	Public Services Director
Commissioners	HR Director	Recreation Director
City Administrator	IT Director	City Clerk
Community Development Director	Police Chief	Fire Chief



Asset Management Surplus Form

Administrative Policy 122.1.1: Capital Assets of \$1,000 or more

Complete the form below if city owned equipment is sold, transferred, or disposed of. This form, once signed by the City Administrator and approved by City Council, grants approval to dispose of equipment and serves to update the fixed asset inventory database. Departments should obtain, and keep on file, a copy of this written approval authorizing the disposal of equipment.

Department/Division: PS Name: E Hyatt Title: Admin Assistant

ITEM	ASSET TAG or SERIAL #	Condition Reason	Disposed Missing	Scrapped	Auctioned Sold	Donated	Description of Disposal [where items were placed]
HACH 2100N Turbidity Meter	19534	Broken			x		George Gideon Auctioneers Inc.
YSI DO Meter	19990	Can no longer calibrate			x		George Gideon Auctioneers Inc.
YSI DO Meter	20484	Can no longer calibrate			x		George Gideon Auctioneers Inc.
HACH COD Reactor	980500017710	Smokes when plugged in			x		George Gideon Auctioneers Inc.
1300 Furnace	n/a	Obsolete			x		George Gideon Auctioneers Inc.
4800 furnace	n/a	Obsolete			x		George Gideon Auctioneers Inc.
HACH 1720 E turbidity meter	n/a	obsolete			x		George Gideon Auctioneers Inc.
master flow G.W. sampler	17732	Obsolete			x		George Gideon Auctioneers Inc.
Smart 700	n/a	Bad batteries			x		George Gideon Auctioneers Inc.
Norton 2003 system (2)	n/a	Obsolete					George Gideon Auctioneers Inc.

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Department Director Approval: _____ *[Signature]* _____ 8/30/17

City Administrator Approval: _____ Date: _____

Department/Division: PSName: E HyattTitle: Admin Assistant

ITEM	ASSET TAG or SERIAL #	Condition Reason	Disposed Missing	Scrapped	Auctioned Sold	Donated	Description of Disposal [where items were placed]
APC battery backup	n/a	Broken			x		George Gideon Auctioneers Inc.
HACH SC200 (2)	n/a	Broken			x		George Gideon Auctioneers Inc.
HACH SC100	n/a	Broken			x		George Gideon Auctioneers Inc.
Sitrans probe	n/a	bad display			x		George Gideon Auctioneers Inc.
LMI chem pump (2)	P121-35281	Broken			x		George Gideon Auctioneers Inc.
GLI Module 53	0609630316	Broken			x		George Gideon Auctioneers Inc.
HACH low range 1720D turbidity	19445	Broken			x		George Gideon Auctioneers Inc.
HACH 1720E turbidity meter	061200021121	Broken			x		George Gideon Auctioneers Inc.
Power Supply	A41801635	Broken			x		George Gideon Auctioneers Inc.
pH + ORP meter	B080563152	Broken			x		George Gideon Auctioneers Inc.
Weksler Flow chart	unreadable	Obsolete			x		George Gideon Auctioneers Inc.
ISCO sigma 3710	214700698	Broken			x		George Gideon Auctioneers Inc.
Sigma 900 max sampler head	unreadable	Broken			x		George Gideon Auctioneers Inc.
Thermo Scientific Oven	Unreadable	Won't hold temperature					George Gideon Auctioneers Inc.

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Department Director Approval: _____

EH

8/30/17

City Administrator Approval: _____

Date: _____

Department/Division: PS Name: E Hyatt Title: Admin Assistant

ITEM	ASSET TAG or SERIAL #	Condition Reason	Disposed Missing	Scrapped	Auctioned Sold	Donated	Description of Disposal [where items were placed]
HACH turbidity meter	SN001000018974	Broken			x		George Gideon Auctioneers Inc.
GLI Module 53	LR89590	Broken			x		George Gideon Auctioneers Inc.
GLI Module 670	Not on tag	Broken			x		George Gideon Auctioneers Inc.
DI water system	16152	Broken			x		George Gideon Auctioneers Inc.
Furnace	n/a	Broken			x		George Gideon Auctioneers Inc.
HACH PS1201	n/a	Broken			x		George Gideon Auctioneers Inc.
chain hoist	n/a	Broken			x		George Gideon Auctioneers Inc.
chemical day tank	n/a	No use			x		George Gideon Auctioneers Inc.
Elomatic valve actuators (3)	Unreadable	Broken			x		George Gideon Auctioneers Inc.
Ohaus Balance	18240	Obsolete/ calibration errors			x		George Gideon Auctioneers Inc.
Fisher Isotemp Oven	71100265	Broken Door			x		George Gideon Auctioneers Inc.
Thermolyne 4800 Furnace	17430	Broken			x		George Gideon Auctioneers Inc.
Thermolyne 1300 Furnace	347930140551	Broken			x		George Gideon Auctioneers Inc.
Hach DR2700 Spectrophotometer	20905	Obsolete no longer supported					George Gideon Auctioneers Inc.

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Department Director Approval: _____ *[Signature]* _____ 8/30/17

City Administrator Approval: _____ Date: _____

Department/Division: **PS**Name: **E Hyatt**Title: **Admin Assistant**

ITEM	ASSET TAG or SERIAL #	Condition Reason	Disposed Missing	Scrapped	Auctioned Sold	Donated	Description of Disposal [where items were placed]
Hach DR2700 Spectrophotometer	20642	Obsolete no longer supported			x		George Gideon Auctioneers Inc.
Blue M Oven	16150	Obsolete			x		George Gideon Auctioneers Inc.
Napco Autoclave	15339	Obsolete			x		George Gideon Auctioneers Inc.
Napco Autoclave	19803	Not holding temp in cycle			x		George Gideon Auctioneers Inc.
Millipore UV Sterilizer	18186	Broken			x		George Gideon Auctioneers Inc.
Blue M Waterbath	11073	No longer holding temp			x		George Gideon Auctioneers Inc.
Hach Sigma 900 max	19461	Broken			x		George Gideon Auctioneers Inc.
Hach Sigma 900 max	G8010006782	Broken			x		George Gideon Auctioneers Inc.
ROLLER WACKER	330367 / 658401289	Poor			x		George Gideon Auctioneers Inc.
VACUUM GRAVELY	320432 / 278	Poor			x		George Gideon Auctioneers Inc.
BACKHOE CASE 580L SERIES 2	250630 / JYG0243227	Poor			x		George Gideon Auctioneers Inc.
VAN E350 FORD SD GPS	390641 / 1FBSS31L7XHA64937	Poor			x		George Gideon Auctioneers Inc.
EXPLORER FORD GPS	100650 / 1FMZU32E7XUB38669	Poor			x		George Gideon Auctioneers Inc.
STONE MIXER MODEL# 95CM	330674 / 699195	Poor					George Gideon Auctioneers Inc.

Department Director Approval: _____

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8/30/17

City Administrator Approval: _____

Date: _____

Department/Division: **PS**Name: **E Hyatt**Title: **Admin Assistant**

ITEM	ASSET TAG or SERIAL #	Condition Reason	Disposed Missing	Scrapped	Auctioned Sold	Donated	Description of Disposal [where items were placed]
TAURUS FORD	100676 / 1FAFP52U33XA245257	Poor			X		George Gideon Auctioneers Inc.
TAURUS FORD GPS	100677 / 1FAFP52U5XA245258	Poor			X		George Gideon Auctioneers Inc.
TRUCK F350 FORD SD GPS	190813 / 1FDWW36S02EB53949	Poor			X		George Gideon Auctioneers Inc.
CROWN VICTORIA FORD	110844 / 2FAFP71W46X165960	Poor			X		George Gideon Auctioneers Inc.
CROWN VICTORIA FORD	110848 / 2FAFP71W16X165964	Poor			X		George Gideon Auctioneers Inc.
TAURUS FORD	300850 / 1FAFP53U36A242176	Poor			X		George Gideon Auctioneers Inc.
TAURUS FORD	300851 / 1FAFP53U56A242177	Poor			X		George Gideon Auctioneers Inc.
MOWER SCAG	271075 / C2000113	Poor			X		George Gideon Auctioneers Inc.
IMPALA CHEVROLET	301190 / 2G1WB58K279313860	Poor			X		George Gideon Auctioneers Inc.
IMPALA CHEVROLET GPS	301191 / 2G1WS55R479321847	Poor			X		George Gideon Auctioneers Inc.
TEX TRAILER	340704 / BT39767	SCRAP/WRECKED		X			George Gideon Auctioneers Inc.

Department Director Approval: _____



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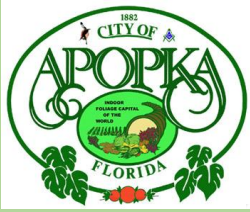
8/30/17

City Administrator Approval: _____

Date: _____

Backup material for agenda item:

2. Authorize a \$1,500 donation from Law Enforcement Trust Funds to Apopka High School.



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER:

MEETING OF: September 6, 2017
 FROM: Police Department
 EXHIBITS: Request Memo

SUBJECT: \$1,500 EXPENDITURE FROM LAW ENFORCEMENT TRUST FUNDS

Request: AUTHORIZE A \$1,500 DONATION FROM LAW ENFORCEMENT TRUST FUNDS TO APOPKA HIGH SCHOOL FOR THE PROMOTION OF THE ACADEMIC CONSORTIUM OF SCHOLARS TO PROVIDE INCENTIVES FOR STUDENT ACADEMIC SUCCESS.

SUMMARY:

The Apopka Police Department (Department) requests City Council approval to expend funds from the Law Enforcement Trust Funds in the amount of \$ 1,500 to be donated to Apopka High School (Orange County Public Schools) to promote and support the Academic Consortium of Scholars. This program provides incentives for student academic success. Law Enforcement Trust Funds may be used to support community-based programs. In accordance with trust fund rules, a local law enforcement agency may use a percentage of the total of shared monies received for the costs associated with drug abuse treatment, drug and crime prevention education, or other nonprofit community-based programs or activities that are formally approved by the chief law enforcement officer. The Department supports initiatives that promote youth activities which are consistent with a healthy, anti-drug lifestyle. These expenditures are supportive of and consistent with the Department’s support of local school activities.

FUNDING SOURCE:

Law Enforcement Trust Fund.

RECOMMENDATION ACTION:

Authorize the Finance Department to disburse \$1,500 from the Law Enforcement Trust Fund.

DISTRIBUTION

Mayor Kilsheimer	Finance Director	Public Services Director
Commissioners	HR Director	Recreation Director
City Administrator	IT Director	City Clerk
Community Development Director	Police Chief	Fire Chief



City of Apopka
Police Department
112 E. 6th Street Apopka, Florida 32703

Memorandum

Date: September 6, 2017
To: Honorable Joseph E. Kilsheimer and Commissioners
RE: LAW ENFORCEMENT TRUST FUNDS

The Police Department requests City Council approval to expend funds from the Law Enforcement Trust Funds in the amount of \$ 1,500.00 to be donated to Apopka High School (Orange County Public Schools) to promote and support the Academic Consortium of Scholars. This program provides incentives for student academic success. Law Enforcement Trust Funds may be used to support community-based programs. In accordance with trust fund rules, a local law enforcement agency may use a percentage of the total of shared monies received for the costs associated with drug abuse treatment, drug and crime prevention education, or other nonprofit community-based programs or activities that are formally approved by the chief law enforcement officer. The Apopka Police Department supports initiatives that promote youth activities which are consistent with a healthy, anti-drug lifestyle. These expenditures are supportive of and consistent with the department's support of local school activities.

Respectfully,

Michael McKinley
Chief of Police

Backup material for agenda item:

3. Approve a street light agreement for Poe Reserve homeowner's association.



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER:

MEETING OF: September 6, 2017
 FROM: Public Services
 EXHIBITS: Agreement

SUBJECT: STREET LIGHT AGREEMENT BETWEEN THE CITY OF APOPKA AND THE POE RESERVE HOMEOWNER’S ASSOCIATION

Request: AUTHORIZE THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT

SUMMARY:

The developer of the Poe Reserve subdivision has upgraded the street lighting to decorative street lighting.

Due to the cost for the decorative lighting being higher than that of standard lighting, an agreement is required to offset the City’s additional expense for the decorative street lighting. The Poe Reserve Homeowner’s Association will be billed on a monthly basis for the cost differential of the decorative street lighting. The monthly cost differential based on 2017 rates is \$323.68 (34 street lights @ \$9.52/each). Per the agreement, the City will not be billed for any street lighting costs until 25% occupancy has been achieved within the subdivision. The developer retains full cost responsibility until the 25% occupancy has been achieved, at which time, the City will assume billing responsibility. The table below represents the per fixture cost comparison between standard lighting and decorative lighting.

Monthly Street Lighting Cost per Fixture	
Standard Lighting	Decorative Lighting
\$13.01	\$22.53

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Authorize the Mayor or his designee to execute the Decorative Street Lighting Agreement between the City of Apopka and the Poe Reserve Homeowner’s Association.

DISTRIBUTION

- | | | |
|--------------------------------|------------------|--------------------------|
| Mayor Kilsheimer | Finance Director | Public Services Director |
| Commissioners | HR Director | Recreation Director |
| City Administrator | IT Director | City Clerk |
| Community Development Director | Police Chief | Fire Chief |

RESIDENTIAL DECORATIVE STREET LIGHT AGREEMENT

THIS AGREEMENT hereinafter ("Agreement"), entered into this _____ day of _____ 20____, by and between Poe Reserve Home Owners' Association, its successors and/or assigns (hereinafter the "Association"), and THE CITY OF APOPKA, a political subdivision of the State of Florida (hereinafter the "City").

RECITALS:

A. The Association is the operator and administrator of the residential subdivision known as Poe Reserve pursuant to terms of that certain Declaration of Covenants and Restrictions for Poe Reserve recorded 02/06/2017, in Official Records Book 91, Page 69, of the Public Records of Orange County, Florida (hereinafter the "Declaration").

B. The Declaration encumbers that certain parcel of real property (hereinafter the "Subdivision") located in the City of Apopka, as more particularly described in Exhibit A (legal description) attached hereto and by this reference made a part hereof.

C. The Association is a not-for-profit corporation formed under the laws of the State of Florida for the purposes and with the powers set forth in its Articles of Incorporation, its Bylaws and the Declaration.

D. Streetlights are an amenity intended to be funded by ad valorem or other assessments upon sufficient occupancy of the subdivision.

E. The Association is upgrading the street lighting within the subdivision from the standard fixtures funded by the City and, toward that objective, will be installing and constructing customized street lighting poles (hereinafter the "Improvements") within the rights-of-way adjacent to or within the Subdivision and/or located within those areas which

have been, or will be, dedicated to public use (hereinafter collectively referred to as the "Dedicated Areas").

F. The location of the Improvements within the dedicated areas, make access to the Improvements by the City a matter of public interest.

G. The City requires that the Association undertake certain commitments and covenants to assure the maintenance of the Improvements.

H. The Improvements will serve to preserve and enhance the value of the Subdivision and will benefit the owners and residents of the Subdivision.

DECORATIVE STREET LIGHT AGREEMENT RESIDENTIAL

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and form a material part of this Agreement.

2. **Grant of Authorization.**

a. **City.** The City grants to "Duke Energy," and its respective contractors, subcontractors, designees, or agents, to the right to access and utilize the Dedicated Areas for installation, replacement, maintenance and construction of the Improvements. Nothing contained herein shall give or grant to "Duke Energy" or the Association any property interest in any portion of the Dedicated Areas.

b. **Association.** The Association grants the City the access and use of all of the Improvements subject to this Agreement for the purpose of installing infrastructure related to any City project, including but not limited to; "Wi-Fi" projects, public safety initiatives, etc. The Association further grants the City the authority to apply for any necessary permits from "Duke Energy" for the use of these poles as contemplated herein. The Grant of Authority shall run the entire term of the Agreement.

3. Construction and Maintenance Obligation

a. Decorative Streets Lights The City requires all new developments to have street lights designed and constructed to meet IES (International Engineering Society) standards. All up-front costs for the construction and installation of the street lights shall be paid by the developer of the Subdivision (hereinafter the "Developer"). When Certificates of Occupancy have been issued for at least 25% of the total number of units approved for the Subdivision, the Association may submit a written request to the City, asking that the City assume responsibility for its share of the monthly cost for the rental, maintenance and electrical usage cost of the Improvements (hereinafter "Written Request"). Presently, a standard 30-foot concrete pole and CL27 conventional light fixture costing \$13.01 per month for both pole and fixture (not including electrical and other charges) is the standard fixture for which the City will assume financial responsibility (hereinafter "Standard Lights"). Should the Developer construct or install non-standard decorative poles and light fixtures for which the monthly charge for rental, maintenance and electrical usage is more than the Standard Lights, the Association shall pay the difference in the monthly cost between the non-standard decorative poles and light fixtures and the Standard Lights. In the event "Duke Energy" increases or decreases the applicable monthly rates, the City shall adjust the amount due accordingly. The City shall assume the obligation for its share of the cost of Improvements, as discussed herein, within 30 days of receipt of the written request from the Association. The City shall be responsible for payment of its share of the cost of the Improvements from the 30th day from the receipt of the written request from the Association, and shall not be retro-actively responsible for any cost incurred by the Association prior to that 30th day, even if the 25% Certificate of Occupancy threshold has been surpassed. The failure of the Association to submit the Written Request shall be deemed a waiver on the part of the Association of any obligation the City may have to contribute to the cost of the Improvements. The aforementioned waiver shall remain in effect until such time that the City receives the Written Request to assume its share of the cost of the Improvements as contemplated herein.

b. Payment. The City will invoice the Association on a monthly basis, for the Association's portion of the Cost of the Improvements.

c. **Non-Payment.** In the event of non-payment by the Association, the City reserves the right to collect payment for all current or future payments due for the Association's share of the monthly cost of the Improvements as permitted by law, including non-ad valorem tax assessments.

4. **Indemnification.** To the fullest extent permitted by law, the Association shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs arising out of, or resulting from the performance of the Improvements.

5. **Recording.** This agreement shall be recorded in the Public Records of Orange County, Florida.

6. **Covenants Running with the Land.** It is intended that the provisions of this Agreement shall constitute covenants running with the Dedicated Area or an equitable servitude upon the Dedicated Area, as the case may be. It is further intended that this Agreement shall be binding on all parties having any right, title or interest in the Dedicated Area described herein or any portion thereof, their heirs, personal representatives, successors and assigns. This Agreement shall inure to the benefit of and be enforceable by the Association and the City, together with their respective legal representatives, successors and assigns.

7. **Amendment.** The provisions, restrictions and covenants of this Agreement shall not be modified or amended except in a written instrument signed by the City and the Association.

8. **Compliance.** The Association shall comply with all applicable City ordinances.

9. **Effective Date.** This Agreement shall take effect upon being recorded in the Public Records of Orange County, Florida.

10. Third Party Beneficiary. There shall be no third party beneficiaries to this Agreement.

11. Attorneys' Fees and Costs. In the event that either party finds it necessary to employ an attorney to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party or parties its attorneys' fees and costs as permitted by law, including but not limited to, expert fees and all costs incurred in connection therewith, at both trial and appellate levels, in addition to any other performances or damages to which party may be entitled.

12. Waivers. With the exception of the waiver discussed in section 3.a., of this Agreement, no failure by either party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party hereto, by written notice executed by such party only, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement but each and every covenant, provision, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

13. Governing Law and Jurisdiction. This Agreement shall be interpreted and enforced under the laws of the State of Florida. The venue for any litigation arising under this Agreement shall be in Orange County, Florida.

14. Captions. The captions for each paragraph of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, or the intent of any provision hereof.

15. Successors and Assigns. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the parties hereto, their executors, receivers, trustees, successors and assigns expressly including the obligation of the Association to request in writing that the City assume payment of its share of the Cost of the Improvements. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders, as the context requires.


16. Preparation of Agreement. The City and the Association have had equal input in the drafting of this Agreement and, in consideration thereof, the language used in this Agreement will be construed according to its fair and common meaning and will not be construed more stringently or liberally for either party.

17. Severability. If any provisions of this Agreement are held to be illegal or invalid, the other provisions shall remain in full force and effect.

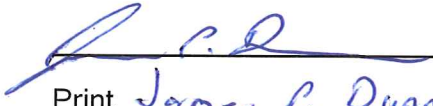
IN WITNESS WHEREOF, the parties have caused this Agreement to be made and executed as of the day and year first above written.

Signed, sealed and delivered

in the presence of:



Print Jeffrey A. Sedloff



Print James P. Duan

Print _____

Print _____

Poe Reserve

Home Owner's Association

By: 

Print Rokland June
Its President

Date: 7-31-17

CITY OF APOPKA,
A Political Subdivision of the
State of Florida

By: _____

Print Joseph E. Kilsheimer

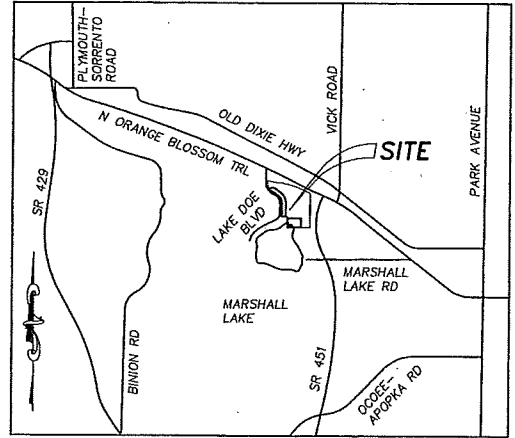
Its Mayor

Date: _____

POE RESERVE PHASE 1

A PART OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

VICINITY MAP
NOT TO SCALE



DESCRIPTION:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 8, THENCE RUN S00°03'06"W ALONG THE EAST LINE OF LAKE DOE BOULEVARD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGES 16 AND 17, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING A 60 FOOT PUBLIC RIGHT OF WAY, 26.18 FEET TO A CURVE CONCAVE TO THE NORTHEAST, BEING SAID EAST RIGHT OF WAY LINE; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 62°41'57", A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 295.46 FEET, A CHORD BEARING OF S31°17'53"E AND A CHORD DISTANCE OF 280.94 FEET TO A REVERSE CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 15°04'35", A RADIUS OF 830.00 FEET, AN ARC LENGTH OF 218.40 FEET, A CHORD BEARING OF S55°06'33"E AND A CHORD DISTANCE OF 217.77 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE THE FOLLOWING FIVE (5) COURSES ALONG SAID EAST RIGHT OF WAY LINE, BEING A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 02°20'10", A RADIUS OF 830.00 FEET, AN ARC LENGTH OF 33.84 FEET, A CHORD BEARING OF S46°24'11"E AND A CHORD DISTANCE OF 33.84 FEET TO A COMPOUND CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 45°31'39", A RADIUS OF 275.00 FEET, AN ARC LENGTH OF 218.52 FEET, A CHORD BEARING OF S22°28'16"E AND A CHORD DISTANCE OF 212.81 FEET; THENCE RUN S00°17'33"W, 366.81 FEET TO A CURVE CONCAVE TO THE WEST; THENCE RUN SOUTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 7°24'38", A RADIUS OF 275.00 FEET, AN ARC LENGTH OF 35.57 FEET, A CHORD BEARING OF S03°59'52"W AND A CHORD DISTANCE OF 35.54 FEET TO A LINE 324.61 FEET NORTH OF, WHEN MEASURED PERPENDICULAR TO, THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF AFORESAID SECTION 8; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN S89°58'25"E, 117.18 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE RUN N00°16'41"E, 401.74 FEET TO A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 45°31'42", A RADIUS OF 390.00 FEET, AN ARC LENGTH OF 309.90 FEET, A CHORD BEARING OF N22°29'09"W AND A CHORD DISTANCE OF 301.81 FEET TO A COMPOUND CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 02°19'26", A RADIUS OF 945.00 FEET, AN ARC LENGTH OF 38.33 FEET, A CHORD BEARING OF N46°24'43"W AND A CHORD DISTANCE OF 38.32 FEET; THENCE RUN S42°25'44"W, 114.78 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT AFORESAID POINT "A" THENCE RUN S89°58'25"E ALONG THE AFORESAID LINE 324.61 FEET NORTH OF, WHEN MEASURED PERPENDICULAR TO, THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF AFORESAID SECTION 8, 61.79 FEET TO A LINE 206.67 FEET EAST OF, WHEN MEASURED PERPENDICULAR TO, THE EAST LINE OF LOT 1, COUNTRY LANDING, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGES 103-105, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S00°17'33"W ALONG SAID LINE 206.67 FEET EAST OF LOT 1, 52.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID LINE S00°17'33"W, 271.85 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 8; THENCE RUN S89°58'25"E ALONG SAID SOUTH LINE, 426.01 FEET; THENCE RUN N00°14'22"E, 270.27 FEET; THENCE RUN N89°45'38"W, 425.76 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 4.502 ACRES MORE OR LESS.

NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST AS BEING S00°17'33"W.
- LOT LINES ARE RADIAL UNLESS NOTED WITH (NR) FOR NOT RADIAL.
- TRACT D (RETENTION TRACT) SHALL BE CONVEYED TO AND MAINTAINED BY POE RESERVE HOMEOWNERS ASSOCIATION. SAID TRACT IS SUBJECT TO A DRAINAGE EASEMENT IN FAVOR OF THE CITY OF APOPKA, OVER THE ENTIRE TRACT.
- ALL STORM STRUCTURES, PPMW, MITERED END SECTIONS, ETC FOR THE OUTFALL/DISCHARGE FROM POND D WILL BE THE RESPONSIBILITY OF THE POE RESERVE HOMEOWNERS ASSOCIATION TO OPERATE AND MAINTAIN.
- TRACT C (WETLAND TRACT), SHALL BE CONVEYED TO AND MAINTAINED BY POE RESERVE HOMEOWNERS ASSOCIATION WITH A CONSERVATION EASEMENT OVER THE ENTIRE TRACT DEDICATED TO ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT.
- TRACT E (UPLAND BUFFER TRACT), SHALL BE CONVEYED TO AND MAINTAINED BY POE RESERVE HOMEOWNERS ASSOCIATION WITH A CONSERVATION EASEMENT OVER THE ENTIRE TRACT DEDICATED TO ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT.
- TRACT I (OPEN SPACE TRACT), SHALL BE CONVEYED TO AND MAINTAINED BY POE RESERVE HOMEOWNERS ASSOCIATION.
- TRACTS A, B, F, G, AND H ARE INTENTIONALLY OMITTED AND WILL BE DEPICTED ON FUTURE PHASES.
- THERE IS A 10.00' DRAINAGE & UTILITY EASEMENT (D.U.E.) ON ALL FRONT LOT LINES, AS SHOWN HEREON.
- THERE IS A 5.00' DRAINAGE AND UTILITY EASEMENT (D.U.E.) ON ALL SIDE LOT LINES, AS SHOWN HEREON.
- THERE IS A 7.50' DRAINAGE AND UTILITY EASEMENT (D.U.E.) ON ALL REAR LOT LINES, AS SHOWN HEREON.
- ALL UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES. PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IN WHICH CASE THE CABLE TELEVISION COMPANY SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
- TRACTS ARE 9 LOTS AND 4 TRACTS IN THIS SUBDIVISION.
- THE LANDS SHOWN HEREON ARE BENEFITED BY A DRAINAGE EASEMENT RECORDED IN O.R. 10755, PG. 2920, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING ADJACENT TO THE SOUTH LINE OF LOT 1 AS SHOWN HEREON.

LEGEND

Δ	CENTRAL ANGLE
R	RADIUS LENGTH
L	ARC LENGTH
T	TANGENT LENGTH
CB	CHORD BEARING
CL	CHORD LENGTH
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PRC	POINT OF REVERSE CURVE
PCC	POINT OF COMPOUND CURVE
RP	RADIUS POINT
PI	POINT OF INTERSECTION
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
(R)	RADIAL
O.R.	OFFICIAL RECORDS BOOK
P.C.	PLAT
P.B.	PLAT BOOK
☉	CENTERLINE
L.B.	LICENSED BUSINESS
D.E.	DRAINAGE EASEMENT
U.E.	UTILITY EASEMENT
D.U.E.	DRAINAGE & UTILITY EASEMENT
L.E.	LANDSCAPE EASEMENT
(TYP.)	TYPICAL
R/W	RIGHT OF WAY
PCP	PERMANENT CONTROL POINT
PRM	PERMANENT REFERENCE MONUMENT
→	INDICATES CHANGE IN DIRECTION

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.

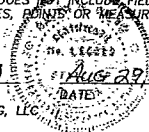
NOTES:

- ☐ DENOTES SET PERMANENT REFERENCE MONUMENT, A 4"x4" CONCRETE MONUMENT "PRM LB 7274", UNLESS NOTED OTHERWISE.
- ☉ DENOTES SET PERMANENT CONTROL POINT, A NAIL AND DISC "PCP LB 7274", UNLESS NOTED OTHERWISE.

CERTIFICATE OF APPROVAL BY REVIEWING SURVEYOR

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

Ralph A. Nieto
RALPH A. NIETO, P.S.M.
NIETO WHITTAKER SURVEYING, LLC
REGISTRATION NO. 6025



CERTIFICATE OF APPROVAL BY APOPKA PLANNING COMMISSION

THIS IS TO CERTIFY, THAT ON APRIL 8, 2014, THE FOREGOING PLAT WAS APPROVED BY THE APOPKA PLANNING COMMISSION OF THE CITY OF APOPKA.

James W. Shaw 4/8/16
CHAIRMAN DATE

CERTIFICATE OF APPROVAL BY THE COUNTY COMPTROLLER

I HEREBY CERTIFY THAT THE FOREGOING PLAT WAS RECORDED IN THE ORANGE COUNTY OFFICIAL RECORDS ON 2/6/17 AS FILE NO. 20170068304 COUNTY COMPTROLLER IN AND FOR ORANGE COUNTY, FLORIDA BY *[Signature]*



CERTIFICATE OF AUTHORIZATION LB 7274
V. PLANT STREET Phone No. 407.905.8877
ER GARDEN, FL 34787 Fax No. 407.905.8875

Backup material for agenda item:

4. Approve a street light agreement for Hillside at Wekiva homeowner's association.



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER:

MEETING OF: September 6, 2017
 FROM: Public Services
 EXHIBITS: Agreement

SUBJECT: STREET LIGHT AGREEMENT BETWEEN THE CITY OF APOPKA AND THE HILLSIDE AT WEKIVA HOMEOWNER’S ASSOCIATION

Request: AUTHORIZE THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT

SUMMARY:

The developer of the Hillside at Wekiva subdivision has upgraded the street lighting to decorative street lighting.

Due to the cost for the decorative lighting being higher than that of standard lighting, an agreement is required to offset the City’s additional expense for the decorative street lighting. The Hillside at Wekiva Homeowner’s Association will be billed on a monthly basis for the cost differential of the decorative street lighting. The monthly cost differential based on 2017 rates is \$238.56 (16 street lights @ \$14.91/each). Per the agreement, the City will not be billed for any street lighting costs until 25% occupancy has been achieved within the subdivision. The developer retains full cost responsibility until the 25% occupancy has been achieved, at which time, the City will assume billing responsibility. The table below represents the per fixture cost comparison between standard lighting and decorative lighting.

Monthly Street Lighting Cost per Fixture	
Standard Lighting	Decorative Lighting
\$13.01	\$27.92

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Authorize the Mayor or his designee to execute the Decorative Street Lighting Agreement between the City of Apopka and the Hillside at Wekiva Homeowner’s Association.

DISTRIBUTION

- | | | |
|--------------------------------|------------------|--------------------------|
| Mayor Kilsheimer | Finance Director | Public Services Director |
| Commissioners | HR Director | Recreation Director |
| City Administrator | IT Director | City Clerk |
| Community Development Director | Police Chief | Fire Chief |

RESIDENTIAL DECORATIVE STREET LIGHT AGREEMENT

THIS AGREEMENT hereinafter (“Agreement”), entered into this _____ day of _____ 20____, by and between Hillside At Wekiva Home Owners’ Association, its successors and/or assigns (hereinafter the “Association”), and THE CITY OF APOPKA, a political subdivision of the State of Florida (hereinafter the “City”).

RECITALS:

A. The Association is the operator and administrator of the residential subdivision known as Hillside at Wekiva pursuant to terms of that certain Declaration of Covenants and Restrictions for Hillside at Wekiva recorded 3/29/2016, in Official Records Book 88, Page 74, of the Public Records of Orange County, Florida (hereinafter the “Declaration”).

B. The Declaration encumbers that certain parcel of real property (hereinafter the “Subdivision”) located in the City of Apopka, as more particularly described in Exhibit A (legal description) attached hereto and by this reference made a part hereof.

C. The Association is a not-for-profit corporation formed under the laws of the State of Florida for the purposes and with the powers set forth in its Articles of Incorporation, its Bylaws and the Declaration.

D. Streetlights are an amenity intended to be funded by ad valorem or other assessments upon sufficient occupancy of the subdivision.

E. The Association is upgrading the street lighting within the subdivision from the standard fixtures funded by the City and, toward that objective, will be installing and constructing customized street lighting poles (hereinafter the “Improvements”) within the rights-of-way adjacent to or within the Subdivision and/or located within those areas which

have been, or will be, dedicated to public use (hereinafter collectively referred to as the "Dedicated Areas").

F. The location of the Improvements within the dedicated areas, make access to the Improvements by the City a matter of public interest.

G. The City requires that the Association undertake certain commitments and covenants to assure the maintenance of the Improvements.

H. The Improvements will serve to preserve and enhance the value of the Subdivision and will benefit the owners and residents of the Subdivision.

DECORATIVE STREET LIGHT AGREEMENT RESIDENTIAL

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and form a material part of this Agreement.

2. **Grant of Authorization.**

a. **City.** The City grants to "Duke Energy," and its respective contractors, subcontractors, designees, or agents, to the right to access and utilize the Dedicated Areas for installation, replacement, maintenance and construction of the Improvements. Nothing contained herein shall give or grant to "Duke Energy" or the Association any property interest in any portion of the Dedicated Areas.

b. **Association.** The Association grants the City the access and use of all of the Improvements subject to this Agreement for the purpose of installing infrastructure related to any City project, including but not limited to; "Wi-Fi" projects, public safety initiatives, etc. The Association further grants the City the authority to apply for any necessary permits from "Duke Energy" for the use of these poles as contemplated herein. The Grant of Authority shall run the entire term of the Agreement.

3. Construction and Maintenance Obligation

a. Decorative Streets Lights The City requires all new developments to have street lights designed and constructed to meet IES (International Engineering Society) standards. All up-front costs for the construction and installation of the street lights shall be paid by the developer of the Subdivision (hereinafter the "Developer"). When Certificates of Occupancy have been issued for at least 25% of the total number of units approved for the Subdivision, the Association may submit a written request to the City, asking that the City assume responsibility for its share of the monthly cost for the rental, maintenance and electrical usage cost of the Improvements (hereinafter "Written Request"). Presently, a standard 30-foot concrete pole and CL27 conventional light fixture costing \$13.01 per month for both pole and fixture (not including electrical and other charges) is the standard fixture for which the City will assume financial responsibility (hereinafter "Standard Lights"). Should the Developer construct or install non-standard decorative poles and light fixtures for which the monthly charge for rental, maintenance and electrical usage is more than the Standard Lights, the Association shall pay the difference in the monthly cost between the non-standard decorative poles and light fixtures and the Standard Lights. In the event "Duke Energy" increases or decreases the applicable monthly rates, the City shall adjust the amount due accordingly. The City shall assume the obligation for its share of the cost of Improvements, as discussed herein, within 30 days of receipt of the written request from the Association. The City shall be responsible for payment of its share of the cost of the Improvements from the 30th day from the receipt of the written request from the Association, and shall not be retro-actively responsible for any cost incurred by the Association prior to that 30th day, even if the 25% Certificate of Occupancy threshold has been surpassed. The failure of the Association to submit the Written Request shall be deemed a waiver on the part of the Association of any obligation the City may have to contribute to the cost of the Improvements. The aforementioned waiver shall remain in effect until such time that the City receives the Written Request to assume its share of the cost of the Improvements as contemplated herein.

b. Payment. The City will invoice the Association on a monthly basis, for the Association's portion of the Cost of the Improvements.

c. **Non-Payment.** In the event of non-payment by the Association, the City reserves the right to collect payment for all current or future payments due for the Association's share of the monthly cost of the Improvements as permitted by law, including non-ad valorem tax assessments.

4. **Indemnification.** To the fullest extent permitted by law, the Association shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs arising out of, or resulting from the performance of the Improvements.

5. **Recording.** This agreement shall be recorded in the Public Records of Orange County, Florida.

6. **Covenants Running with the Land.** It is intended that the provisions of this Agreement shall constitute covenants running with the Dedicated Area or an equitable servitude upon the Dedicated Area, as the case may be. It is further intended that this Agreement shall be binding on all parties having any right, title or interest in the Dedicated Area described herein or any portion thereof, their heirs, personal representatives, successors and assigns. This Agreement shall inure to the benefit of and be enforceable by the Association and the City, together with their respective legal representatives, successors and assigns.

7. **Amendment.** The provisions, restrictions and covenants of this Agreement shall not be modified or amended except in a written instrument signed by the City and the Association.

8. **Compliance.** The Association shall comply with all applicable City ordinances.

9. **Effective Date.** This Agreement shall take effect upon being recorded in the Public Records of Orange County, Florida.

10. Third Party Beneficiary. There shall be no third party beneficiaries to this Agreement.

11. Attorneys' Fees and Costs. In the event that either party finds it necessary to employ an attorney to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party or parties its attorneys' fees and costs as permitted by law, including but not limited to, expert fees and all costs incurred in connection therewith, at both trial and appellate levels, in addition to any other performances or damages to which party may be entitled.

12. Waivers. With the exception of the waiver discussed in section 3.a., of this Agreement, no failure by either party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party hereto, by written notice executed by such party only, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement but each and every covenant, provision, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

13. Governing Law and Jurisdiction. This Agreement shall be interpreted and enforced under the laws of the State of Florida. The venue for any litigation arising under this Agreement shall be in Orange County, Florida.

14. Captions. The captions for each paragraph of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, or the intent of any provision hereof.

15. Successors and Assigns. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the parties hereto, their executors, receivers, trustees, successors and assigns expressly including the obligation of the Association to request in writing that the City assume payment of its share of the Cost of the Improvements. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders, as the context requires.


16. Preparation of Agreement. The City and the Association have had equal input in the drafting of this Agreement and, in consideration thereof, the language used in this Agreement will be construed according to its fair and common meaning and will not be construed more stringently or liberally for either party.

17. Severability. If any provisions of this Agreement are held to be illegal or invalid, the other provisions shall remain in full force and effect.


IN WITNESS WHEREOF, the parties have caused this Agreement to be made and executed as of the day and year first above written.

Signed, sealed and delivered

in the presence of:



Print Jennifer Hamilton




Print Amy Steiger

Print _____

Print _____

Hillside at Wekiva

Home Owner's Association

By: 

Print MARSHA SCHIFFER
Its HOA PRESIDENT

Date: 7/28/17

CITY OF APOPKA,
A Political Subdivision of the
State of Florida

By: _____

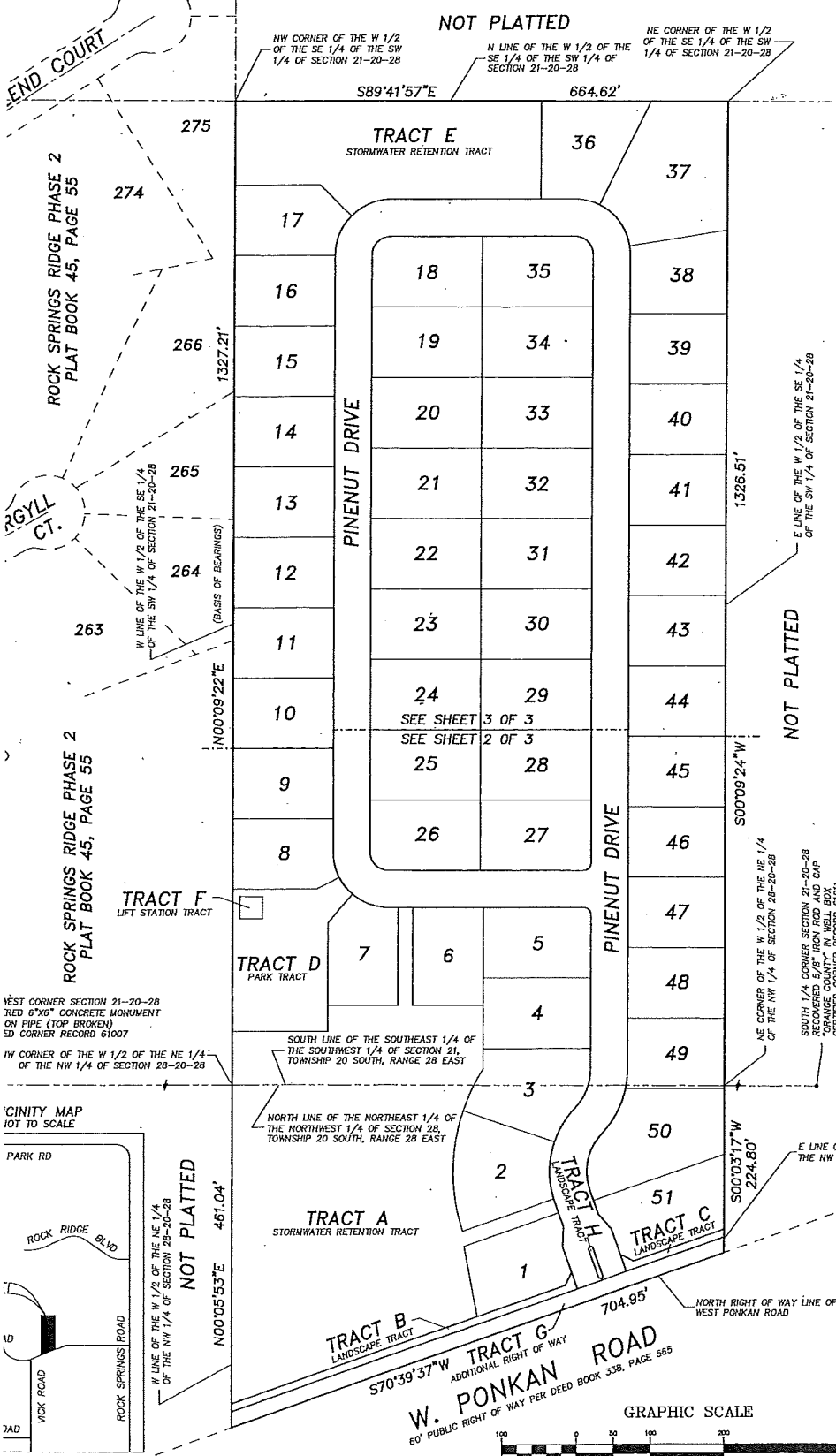
Print Joseph E. Kilsheimer

Its Mayor

Date: _____

HILLSIDE AT WEKIVA

PORT OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 28 EAST, AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 28 EAST, CITY OF APOPKA, ORANGE COUNTY, FLORIDA



DESCRIPTION: THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, AND THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28 LYING NORTH OF WEST PONKAN ROAD...

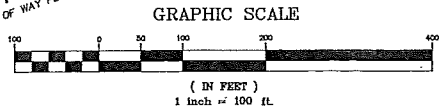
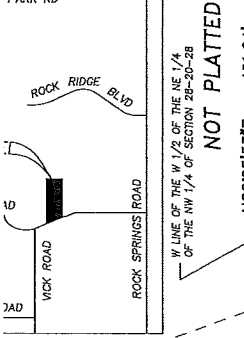
COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 21; THENCE RUN N89°45'37"W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 21, 664.60 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28 FOR THE POINT OF BEGINNING...

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 25.477 ACRES MORE OR LESS.

- NOTES: 1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 21... 2. LOT LINES ARE RADIAL UNLESS NOTED WITH (N.R.) FOR NON-RADIAL... 3. THE LANDS DEPICTED HEREON ARE SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HILLSIDE AT WEKIVA...

WEST CORNER SECTION 21-20-28 RED 6"x6" CONCRETE MONUMENT ON PIPE (TOP BROKEN) ED CORNER RECORD 61007

CITY MAP NOT TO SCALE



CERTIFICATE OF AUTHORIZATION LB 7274 32 W. PLANT STREET Phone No. 407.905.0000 WINTER GARDEN, FL 34787 Fax No. 407.905.0000

Backup material for agenda item:

5. Approve a street light agreement for Rock Springs Estates homeowner's association.



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER:

MEETING OF: September 6, 2017
 FROM: Public Services
 EXHIBITS: Agreement

SUBJECT: STREET LIGHT AGREEMENT BETWEEN THE CITY OF APOPKA AND THE ROCK SPRINGS ESTATES HOMEOWNER’S ASSOCIATION

Request: AUTHORIZE THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT

SUMMARY:

The developer of the Rock Springs Estates subdivision has upgraded the street lighting to decorative street lighting.

Due to the cost for the decorative lighting being higher than that of standard lighting, an agreement is required to offset the City’s additional expense for the decorative street lighting. The Rock Springs Estates Homeowner’s Association will be billed on a monthly basis for the cost differential of the decorative street lighting. The monthly cost differential based on 2017 rates is \$503.20 (37 street lights @ \$13.60/each). Per the agreement, the City will not be billed for any street lighting costs until 25% occupancy has been achieved within the subdivision. The developer retains full cost responsibility until the 25% occupancy has been achieved, at which time, the City will assume billing responsibility. The table below represents the per fixture cost comparison between standard lighting and decorative lighting.

Monthly Street Lighting Cost per Fixture	
Standard Lighting	Decorative Lighting
\$13.01	\$26.61

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Authorize the Mayor or his designee to execute the Decorative Street Lighting Agreement between the City of Apopka and the Rock Springs Estates Homeowner’s Association.

DISTRIBUTION

- | | | |
|--------------------------------|------------------|--------------------------|
| Mayor Kilsheimer | Finance Director | Public Services Director |
| Commissioners | HR Director | Recreation Director |
| City Administrator | IT Director | City Clerk |
| Community Development Director | Police Chief | Fire Chief |

RESIDENTIAL DECORATIVE STREET LIGHT AGREEMENT

THIS AGREEMENT hereinafter ("Agreement"), entered into this 24 day of August 2017, by and between Rock Springs Estates Home Owners' Association, its successors and/or assigns (hereinafter the "Association"), and THE CITY OF APOPKA, a political subdivision of the State of Florida (hereinafter the "City").

RECITALS:

A. The Association is the operator and administrator of the residential subdivision known as Rock Springs Estates Phase 1 pursuant to terms of that certain Declaration of Covenants and Restrictions for Rock Springs Estates Phase 1 recorded 10/29/2015, in Official Records Book 87, Page 32, of the Public Records of Orange County, Florida (hereinafter the "Declaration").

B. The Declaration encumbers that certain parcel of real property (hereinafter the "Subdivision") located in the City of Apopka, as more particularly described in Exhibit A (legal description) attached hereto and by this reference made a part hereof.

C. The Association is a not-for-profit corporation formed under the laws of the State of Florida for the purposes and with the powers set forth in its Articles of Incorporation, its Bylaws and the Declaration.

D. Streetlights are an amenity intended to be funded by ad valorem or other assessments upon sufficient occupancy of the subdivision.

E. The Association is upgrading the street lighting within the subdivision from the standard fixtures funded by the City and, toward that objective, will be installing and constructing customized street lighting poles (hereinafter the "Improvements") within the rights-of-way adjacent to or within the Subdivision and/or located within those areas which

have been, or will be, dedicated to public use (hereinafter collectively referred to as the "Dedicated Areas").

F. The location of the Improvements within the dedicated areas, make access to the Improvements by the City a matter of public interest.

G. The City requires that the Association undertake certain commitments and covenants to assure the maintenance of the Improvements.

H. The Improvements will serve to preserve and enhance the value of the Subdivision and will benefit the owners and residents of the Subdivision.

DECORATIVE STREET LIGHT AGREEMENT RESIDENTIAL

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and form a material part of this Agreement.

2. **Grant of Authorization.**

a. **City.** The City grants to "Duke Energy," and its respective contractors, subcontractors, designees, or agents, to the right to access and utilize the Dedicated Areas for installation, replacement, maintenance and construction of the Improvements. Nothing contained herein shall give or grant to "Duke Energy" or the Association any property interest in any portion of the Dedicated Areas.

b. **Association.** The Association grants the City the access and use of all of the Improvements subject to this Agreement for the purpose of installing infrastructure related to any City project, including but not limited to; "Wi-Fi" projects, public safety initiatives, etc. The Association further grants the City the authority to apply for any necessary permits from "Duke Energy" for the use of these poles as contemplated herein. The Grant of Authority shall run the entire term of the Agreement.

3. Construction and Maintenance Obligation

a. Decorative Streets Lights The City requires all new developments to have street lights designed and constructed to meet IES (International Engineering Society) standards. All up-front costs for the construction and installation of the street lights shall be paid by the developer of the Subdivision (hereinafter the "Developer"). When Certificates of Occupancy have been issued for at least 25% of the total number of units approved for the Subdivision, the Association may submit a written request to the City, asking that the City assume responsibility for its share of the monthly cost for the rental, maintenance and electrical usage cost of the Improvements (hereinafter "Written Request"). Presently, a standard 30-foot concrete pole and CL27 conventional light fixture costing \$13.01 per month for both pole and fixture (not including electrical and other charges) is the standard fixture for which the City will assume financial responsibility (hereinafter "Standard Lights"). Should the Developer construct or install non-standard decorative poles and light fixtures for which the monthly charge for rental, maintenance and electrical usage is more than the Standard Lights, the Association shall pay the difference in the monthly cost between the non-standard decorative poles and light fixtures and the Standard Lights. In the event "Duke Energy" increases or decreases the applicable monthly rates, the City shall adjust the amount due accordingly. The City shall assume the obligation for its share of the cost of Improvements, as discussed herein, within 30 days of receipt of the written request from the Association. The City shall be responsible for payment of its share of the cost of the Improvements from the 30th day from the receipt of the written request from the Association, and shall not be retro-actively responsible for any cost incurred by the Association prior to that 30th day, even if the 25% Certificate of Occupancy threshold has been surpassed. The failure of the Association to submit the Written Request shall be deemed a waiver on the part of the Association of any obligation the City may have to contribute to the cost of the Improvements. The aforementioned waiver shall remain in effect until such time that the City receives the Written Request to assume its share of the cost of the Improvements as contemplated herein.

b. Payment. The City will invoice the Association on a monthly basis, for the Association's portion of the Cost of the Improvements.

c. Non-Payment. In the event of non-payment by the Association, the City reserves the right to collect payment for all current or future payments due for the Association's share of the monthly cost of the Improvements as permitted by law, including non-ad valorem tax assessments.

4. Indemnification. To the fullest extent permitted by law, the Association shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs arising out of, or resulting from the performance of the Improvements.

5. Recording. This agreement shall be recorded in the Public Records of Orange County, Florida.

6. Covenants Running with the Land. It is intended that the provisions of this Agreement shall constitute covenants running with the Dedicated Area or an equitable servitude upon the Dedicated Area, as the case may be. It is further intended that this Agreement shall be binding on all parties having any right, title or interest in the Dedicated Area described herein or any portion thereof, their heirs, personal representatives, successors and assigns. This Agreement shall inure to the benefit of and be enforceable by the Association and the City, together with their respective legal representatives, successors and assigns.

7. Amendment. The provisions, restrictions and covenants of this Agreement shall not be modified or amended except in a written instrument signed by the City and the Association.

8. Compliance. The Association shall comply with all applicable City ordinances.

9. Effective Date. This Agreement shall take effect upon being recorded in the Public Records of Orange County, Florida.

10. Third Party Beneficiary. There shall be no third party beneficiaries to this Agreement.

11. Attorneys' Fees and Costs. In the event that either party finds it necessary to employ an attorney to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party or parties its attorneys' fees and costs as permitted by law, including but not limited to, expert fees and all costs incurred in connection therewith, at both trial and appellate levels, in addition to any other performances or damages to which party may be entitled.

12. Waivers. With the exception of the waiver discussed in section 3.a., of this Agreement, no failure by either party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party hereto, by written notice executed by such party only, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement but each and every covenant, provision, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

13. Governing Law and Jurisdiction. This Agreement shall be interpreted and enforced under the laws of the State of Florida. The venue for any litigation arising under this Agreement shall be in Orange County, Florida.

14. Captions. The captions for each paragraph of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, or the intent of any provision hereof.

15. Successors and Assigns. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the parties hereto, their executors, receivers, trustees, successors and assigns expressly including the obligation of the Association to request in writing that the City assume payment of its share of the Cost of the Improvements. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders, as the context requires.

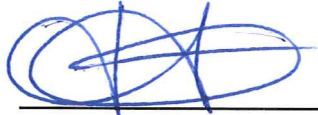
16. Preparation of Agreement. The City and the Association have had equal input in the drafting of this Agreement and, in consideration thereof, the language used in this Agreement will be construed according to its fair and common meaning and will not be construed more stringently or liberally for either party.

17. Severability. If any provisions of this Agreement are held to be illegal or invalid, the other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be made and executed as of the day and year first above written.

Signed, sealed and delivered

in the presence of:




Print JENNIFER JENKINS



Print Joshua Rivers

Rock Springs Estates Phase 1

Home Owner's Association

By: 

Print Angel Alfonso

Its PRESIDENT

Date: 8/24/17

CITY OF APOPKA,
A Political Subdivision of the
State of Florida

Print _____

By: _____

Print Joseph E. Kilsheimer

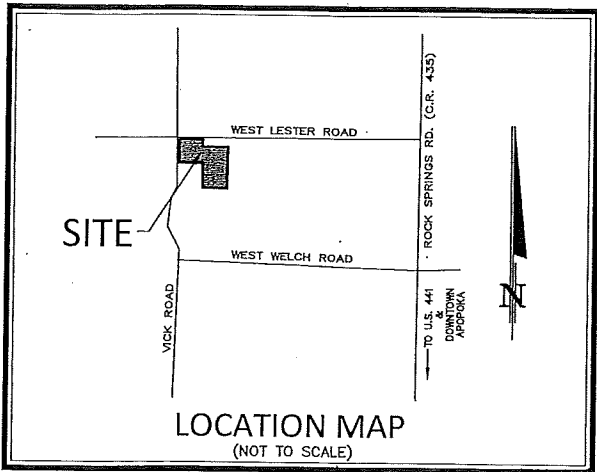
Its Mayor

Print _____

Date: _____

ROCK SPRINGS ESTATES

A PORTION OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 28 EAST,
CITY OF APOPKA, ORANGE COUNTY, FLORIDA



DESCRIPTION:

The East 1/2 of the Northwest 1/4 of the Northwest 1/4, LESS the North 230 feet, in Section 33, Township 20 South, Range 28 East, Orange County, Florida.

AND:

The Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 33, Township 20 South, Range 28 East, Orange County, Florida, LESS road right-of-ways along the West and North.

Containing 25.840 acres more or less.

NOTES:

1. Bearings based on the West line of the Northwest 1/4 of Section 33, Township 20 South Range 28 East, Orange County, Florida, as being N00°21'23"W (an assumed meridian).
2. All lines intersecting curves are radial unless noted as (NR) = Non-Radial.
3. The land described in the foregoing caption is subject to the covenants, conditions and restrictions set forth in that certain Community Declaration for Rock Springs Estates recorded among the Public Records of Orange County, Florida, as amended or supplemented (the Declaration).
4. Per Chapter 177.091 (28) Florida Statutes: All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. Such construction, installation, maintenance, and operation shall comply with the National Electrical Safety Code as adopted by the Florida Public Service Commission.
5. Tracts A and B (Wall and Landscape Tracts) constitute Common Area (as defined in the Declaration) and shall be conveyed to, owned and maintained by the Rock Springs Estates Homeowners Association, Inc., a Florida not-for-profit corporation (the Association).
6. Tract C (Tot Lot, Park, Utility, Drainage and Access), constitutes Common Area and shall be conveyed to, owned and maintained by the Association. Tract C is subject to the perpetual non-exclusive Lift Station Access & Utility Easement which is dedicated to the City of Apopka. Tract C is also subject to the perpetual non-exclusive Drainage and Access Easement dedicated to the Association and the City of Apopka. The sidewalk lying within Tract C shall be the maintenance responsibility of the Association.
7. Tract D (Stormwater Management Area) constitutes Common Area and shall be conveyed to, owned and maintained by the Association. Tract D is subject to a perpetual non-exclusive Drainage Easement in favor of the City of Apopka, over the entire tract.
8. Tract E (Stormwater Management Area) constitutes Common Area and shall be conveyed to, owned and maintained by the Association. Tract E is subject to a perpetual non-exclusive Drainage Easement in favor of the City of Apopka, over the entire tract. The sidewalk lying within Tract E will be the maintenance responsibility of the Rock Springs Estates Homeowners Association, Inc.
9. Tract F (Additional Right-of-Way) is dedicated to the City of Apopka by this plat.
10. Tract G (Landscape) constitutes Common Area and shall be conveyed to, owned and maintained by the Association.
11. Tract H (Drainage and Open Space) constitutes Common Area and shall be conveyed to, owned and maintained by the Association. Tract H is subject to a perpetual non-exclusive Drainage Easement in favor of the City of Apopka, over the entire tract. The sidewalk lying within Tract H shall be the maintenance responsibility of the Association.
12. Tract LS-1 (Lift Station) is dedicated to the City of Apopka by this plat.
13. The Lussler Boulevard, Bishop Bay Loop, and Keyhold Loop right-of-ways are dedicated to the City of Apopka by this plat.
14. As more particularly set forth in the Declaration, a portion of the 50' wide Keyhold Loop right-of-way lying North of Lots 21 and 22 will be unpaved (the "Unpaved ROW Area") until such time as the eastern terminus of such Unpaved ROW Area is interconnected with a right-of-way to be located on the adjoining land shown herein as unplatted or until such other time as the City of Apopka shall, in its sole discretion, determine. As further particularly set forth in the Declaration, each of the owners of Lots 20 and 21 shall have a license to install and maintain driveways over the Unpaved ROW Area in order to provide access to and from their respective Lots and the paved portion of the Keyhold Loop right-of-way; install and maintain sod, but no other vegetation or landscaping; and to install and maintain an irrigation system serving the Unpaved ROW Area.
15. There is a perpetual non-exclusive 10.00' Utility Easement on the front and street side of all Lots and Tracts, as shown hereon.
16. There is a perpetual non-exclusive 5.00' Drainage and Utility Easement on all side lot lines and a perpetual non-exclusive 7.50' Drainage and Utility Easement on all rear lot lines as shown hereon.
17. All Utility Easements are dedicated to the non-exclusive use of the City of Apopka and utility providers for the purpose of constructing, operating, maintaining and replacing their respective facilities servicing the lands describe in the foregoing caption.
18. All Drainage Easements are dedicated to the non-exclusive use of the Association and the City of Apopka and shall be maintained in accordance with the terms and conditions of the Declaration. Drainage Easements dedicated to the City of Apopka are only for emergency access and maintenance purposes in the event inadequate maintenance of the stormwater drainage system servicing the lands describe in the foregoing caption creates a hazard to the public health, safety and general welfare.
19. There is a perpetual non-exclusive 5.00' Landscape Easement located directly behind and abutting the Utility Easements on the front of all Lots and Tracts, as shown hereon. As more particularly set forth in the Declaration, this easement is dedicated to the Association for the protection and maintenance of street trees by the Association.
20. There are underdrains located on Lots 53, 54, 57 and 58 within the 5.00' Drainage and Utility Easements located on the northern boundaries of each of such Lots. As more particularly described in the Declaration, the respective owners of such Lots shall own and be responsible for the maintenance, repair and replacement of the underdrain located on such owner's Lot.
21. The non-exclusive Fence Easements shown hereon are dedicated to the Association and the easements and the improvements located therein shall be maintained in accordance with the terms and conditions of the Declaration.
22. There are 60 lots and 9 tracts in this subdivision.

LEGEND

(FOR ALL SHEETS)

- A= CENTRAL ANGLE
- R= RADIUS
- L= ARC LENGTH
- CB= CHORD BEARING
- CL= CHORD LENGTH
- C= CENTERLINE
- C# CURVE NUMBER (SEE TABLE)
- L# LINE NUMBER (SEE TABLE)
- # NUMBER
- CCR CERTIFIED CORNER RECORD
- CM CONCRETE MONUMENT
- C.R. COUNTY ROAD
- DE DRAINAGE EASEMENT
- DAE DRAINAGE AND ACCESS EASEMENT
- DUE DRAINAGE AND UTILITY EASEMENT
- FND FOUND
- IP IRON PIPE
- IRC IRON ROD AND CAP
- LB LICENSED BUSINESS
- LE LANDSCAPE EASEMENT
- LS LICENSED SURVEYOR
- NO ID NO IDENTIFICATION
- NO NUMBER
- N&D NAIL AND DISK
- NT NON-TANGENT
- (NR) NON-RADIAL
- NTS NOT TO SCALE
- ORB OFFICIAL RECORD BOOK
- PB PLAT BOOK
- PC POINT OF CURVATURE
- P-C POINT OF CUSP
- PCC POINT OF COMPOUND CURVATURE
- P.D. PLANNED DEVELOPMENT
- PDE PRIVATE DRAINAGE EASEMENT
- PG PAGE
- PCS PAGES
- POL POINT ON LINE
- PRC POINT OF REVERSE CURVATURE
- PRM PERMANENT REFERENCE MONUMENT
- PT POINT OF TANGENCY
- (R) RADIAL
- R/W RIGHT-OF-WAY
- SEC 33-20-28 SECTION 33, TOWNSHIP 20 SOUTH, RANGE 28 EAST
- SMA STORMWATER MANAGEMENT AREA
- UE UTILITY EASEMENT

DENOTES PERMANENT REFERENCE CONTROL POINT (SET NAIL AND DISK STAMPED "LBBB PCP") PER CHAPTER 177, FLORIDA STATUTES. (UNLESS OTHERWISE NOTED)

DENOTES PERMANENT REFERENCE MONUMENT (SET 4"x4" CONCRETE MONUMENT WITH DISK STAMPED "LBBB PRM") PER CHAPTER 177, FLORIDA STATUTES. (UNLESS OTHERWISE NOTED)

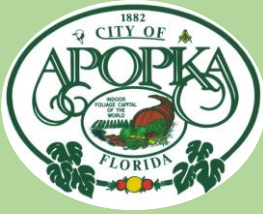
SHEET MATCH LINE

DESIGNED BY:
DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 944-1068
CERTIFICATE OF AUTHORIZATION NUMBER LBB8

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 OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS

Backup material for agenda item:

6. Authorize a piggyback contract with Middlesex Corporation for street resurfacing.



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER:

MEETING OF: September 6, 2017
 FROM: Public Services
 EXHIBITS: Exhibit A (2 Sheets)
 Seminole County Contract

SUBJECT: STREETS RESURFACING 2017

REQUEST: PIGGY BACK TERM CONTRACT BETWEEN MIDDLESEX CORPORATION AND SEMINOLE COUNTY FOR RESURFACING OF CITY STREETS, CONTRACT NO. IFB-602096-14/BJC WITH RENEWAL EXTENSION THROUGH DECEMBER 1, 2018.

SUMMARY:

Project consists of installing 1” of asphalt on specified attached streets, milling of specified streets and installing temporary paint on newly paved streets within the City. This resurfacing project will complete the streets scheduled for the 2016/2017 fiscal year, with an estimated date of completion by October 31, 2017.

FUNDING SOURCE:

Streets Improvement Fund 101

RECOMMENDATION ACTION:

Approve the piggybacking of a Seminole County Term Contract with Middlesex Corporation in the amount of \$370,271.50 for the 2017 streets resurfacing project.

DISTRIBUTION

Mayor Kilsheimer	Finance Director	Public Services Director
Commissioners	HR Director	Recreation Director
City Administrator	IT Director	City Clerk
Community Development Director	Police Chief	Fire Chief

EXHIBIT A (1 OF 2)

STREET RESURFACING 2017

TABLE OF QUANTITIES

BID ITEM	DESCRIPTION	SY	LENGTH	WIDTH	UNIT MEASURE	QTY	COST PER UNIT	TOTAL COST
A	Mobilization				LS	1		\$17,632.00
B	Maintenance of Traffic				LS	1		\$10,500.00
1	Martin St & Intersection Maine Ave to Park Ave	9,467	3,550	24	TN	544	\$90.00	\$48,960.00
2	Marden Rd New Round About Hilltop Reserve to Keene Rd	11,973	4,490	24	TN	688	\$90.00	\$61,920.00
3a*	Spring Harbor West 220 feet of Justin Drive	613	230	24	TN	35	\$90.00	\$3,150.00
3b*	Honey Road	3,333	1,250	24	TN	192	\$90.00	\$17,280.00
3c*	Frisco Court	1,627	610	24	TN	94	\$90.00	\$8,460.00
4	Marvin Zanders RR tracks -Michael Gladden Blvd	5,417	1,950	25	TN	311	\$90.00	\$27,990.00
	Michael Gladden Blvd to 10th St	1,078	422	23	TN	62	\$90.00	\$5,580.00
5	Summit St & Intersection Lake Ave to Park Ave	2,953	1,208	22	TN	170	\$90.00	\$15,300.00
6a*	Hiawassee Road - NB Apopka Blvd to Walmart D/W	3,578	1,150	28	TN	206	\$90.00	\$18,540.00
6b*	Left turn lane to Armondo Blvd	333	250	12	TN	19	\$90.00	\$1,710.00
6c*	Hiawassee Road - SB Apopka Blvd to Walmart D/W	4,200	1,350	28	TN	242	\$90.00	\$21,780.00
6d*	Left turn lane to Apopka Blvd	773	580	12	TN	44	\$90.00	\$3,960.00
7a*	The Oaks of Wekiwa Wekiva Oaks Drive	1,797	735	22	TN	103	\$90.00	\$9,270.00
7b*	Piedmont Oaks Drive	6,026	2,465	22	TN	346	\$90.00	\$31,140.00
Total Dollar Amount								\$303,172.00
* Streets requiring milling prior to paving. All millings shall be retained by the City of Apopka and delivered to the Public Services complex at 748 E. Cleveland Street.								
Milling of Nine Streets [22,280 SY @ \$ 2.25] = \$ 50,130.00								

EXHIBIT A (2 OF 2)

STREET TEMPORARY PAINT					
TABLE OF QUANTITIES					
BID ITEM	DESCRIPTION	QTY	UNIT MEASURE	COST PER UNIT	TOTAL COST
8a	24" White Solid	324	LF	\$1.50	\$486.00
8b	12 " White Solid	652	LF	\$0.75	\$489.00
8c	6" White Solid	11,680	LF	\$0.50	\$5,840.00
8d	6" White Skip	2,136	LF	\$1.00	\$2,136.00
8e	6" Yellow Solid	13,137	LF	\$0.50	\$6,568.50
8f	Arrow Symbol	14	EA	\$75.00	\$1,050.00
8g	RR Crossing Symbol	2	EA	\$200.00	\$400.00
Total Dollar Amount					\$16,969.50

**TERM CONTRACT FOR PAVEMENT MANAGEMENT PROGRAM SERVICES
(IFB-602096-14/BJC)**

THIS AGREEMENT is dated as of the 2 day of December 2014, by and between **THE MIDDLESEX CORPORATION**, duly authorized to conduct business in the State of Florida, whose address is One Spectacle Pond Road, Littleton, Massachusetts 01460, hereinafter referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide Pavement Management Program services to COUNTY; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide Pavement Management Program services to COUNTY and desires to provide services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

Section 1. Services. COUNTY does hereby retain CONTRACTOR to furnish materials and services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required materials and services shall be specifically enumerated, described, and depicted in the Release Orders authorizing purchase of specific

materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Release Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the materials authorized by the Release Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement shall be in the form of written Release Orders issued and executed by COUNTY. A sample Release Order is attached hereto as Exhibit B. Each Release Order shall describe the materials and services required and shall state the dates for delivery of materials and services and establish the amount and method of payment. The Release Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Release Orders or that CONTRACTOR will perform any Release Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

All contractors will be invited to participate in the quoting process for each project as directed by the COUNTY Representative. Detailed technical information will be provided to each

contractor, and they will have the opportunity to submit a quote based on the not-to-exceed price structure established in the agreements. The final bids will be normally submitted on either a lump sum or unit price basis, as stipulated by the COUNTY Representative. A lump sum bid will represent the total price for which a contractor offers to complete the work according to the detailed plans and specifications. Unit price bidding will be used in projects for which the quantity of materials or the amount of labor involved in some key tasks is particularly uncertain. In such cases, the contractors will be allowed to submit a list of unit prices for those tasks, computed by multiplying the quoted unit price for each specified task by the corresponding quantity in the COUNTY Representative's estimates for quantities. However, the total payment to the selected contractor will be based on the actual quantities multiplied by the respective quoted unit prices.

Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR shall be delivered, as specified in such Release Orders as may be issued hereunder, within the time specified therein.

Section 5. Compensation. COUNTY agrees to compensate CONTRACTOR for the professional services provided for under this Agreement on a Fixed Fee basis. When a Release Order is issued for a Fixed Fee basis, then the applicable Release Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation paid to CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed COUNTY's allocated budget for pavement management.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Release Order; but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Release Order.

(b) For Release Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Release Order materials and services actually provided; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by COUNTY to CONTRACTOR when requested as materials and services are furnished but not more than once monthly. Each Release Order shall be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services therein, the name and address of CONTRACTOR, Release Order Number, Contract Number and any other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Seminole County Public Works Department
1101 East First Street
Sanford, Florida 32771

(d) Upon review and approval of CONTRACTOR's invoice, COUNTY shall, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes, pay CONTRACTOR the approved amount.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required hereunder and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. Upon review and approval of CONTRACTOR's invoice, COUNTY shall, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes, pay CONTRACTOR the approved amount.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment hereunder. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for herein and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as provided by this Section.

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the

terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. Responsibilities of CONTRACTOR. Neither COUNTY's review, approval or acceptance of, nor payment for any of the materials and services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials and services furnished under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR terminate this Agreement or any Release Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its agreement obligations, COUNTY may take over the work and prosecute the same to completion by other agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all

reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Agreement and Release Order in Conflict. Whenever the terms of this Agreement conflict with any Release Order issued pursuant to it, this Agreement shall prevail.

Section 11. Equal Opportunity Employment. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability or national origin and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising,

layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

Section 14. Assignment. This Agreement nor any interest herein shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

Section 15. Subcontractors. In the event that CONTRACTOR during the course of the work under this Agreement requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

Section 16. Indemnification of COUNTY. CONTRACTOR agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees and agents against any and all claims, losses, damages or lawsuits for damages arising from, allegedly arising from or related to the provision of services hereunder by CONTRACTOR.

Section 17. Insurance.

(a) **General.** CONTRACTOR shall, at its own cost, procure insurance required under this Section.

(1) CONTRACTOR shall furnish COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. If the policy provides for a blanket additional insured coverage, please provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the

policy must be endorsed to include the additional insured verbiage. The Certificate of Insurance shall provide that COUNTY shall be given, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the insurance requirements of this Agreement. **The Certificate of Insurance shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section. Certified copies of policies may only be provided by the Insurer, not the agent/broker.

(4) Neither approval by COUNTY, nor failure to disapprove the insurance furnished by CONTRACTOR, shall relieve CONTRACTOR of its full responsibility for performance of any obligation including CONTRACTOR's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Florida Office of Insurance Regulation.

(2) In addition, such companies shall have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority; or (ii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in this Agreement, the insurance shall become effective upon execution of this Agreement by CONTRACTOR and shall be maintained in force until the expiration of this Agreement's term and/or the expiration of all Work Orders issued under this Agreement, whichever comes first. Failure by CONTRACTOR to maintain insurance coverage within the stated period and in compliance with insurance requirements of COUNTY

shall constitute a material breach of this Agreement, for which this Agreement may be immediately terminated by COUNTY. The amounts and types of insurance shall conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy shall be:

\$500,000.00 (Each Accident)
\$500,000.00 (Disease-Policy Limit)
\$500,000.00 (Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess Policy) shall be as follows:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Insurance Liability insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos or any autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an

aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three times (3x) the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

Each Occurrence Bodily	\$1,000,000.00
Injury and Property Damage	
Liability Combined	

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy and the Commercial General Liability and the Umbrella policy required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under a Section or any other portion of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to

filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 3.5540, "Contract Claims," Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, will designate and advise CONTRACTOR in writing of one or more of its employees to whom all communications pertaining to the day to day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and shall keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 22. Independent Contractor. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;

(2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise 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; and

(4) meet all requirements for retaining public records and transfer, at no cost to the COUNTY, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided

to COUNTY in a format that is compatible with the information technology system of COUNTY.

(c) Failure to comply with this Section shall be deemed a material breach of this Agreement, for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR.

Section 26. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 27. Patents and Royalties. Unless otherwise provided, CONTRACTOR shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY any infringing products or services or procure a license at no cost to COUNTY which will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY agrees to return the article on request to

CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 28. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

Seminole County Public Works Department
1101 East First Street
Sanford, Florida 32771

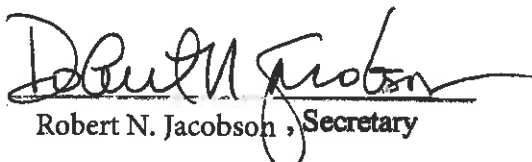
For CONTRACTOR:


The Middlesex Corporation
One Spectacle Pond Road
Littleton, Massachusetts 01460

Section 29. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:


Robert N. Jacobson, Secretary
(CORPORATE SEAL)

THE MIDDLESEX CORPORATION
By: 
DAVID SOCCI, ~~Vice President~~
Senior Vice/President Estimating
Date: 11/21/2014

SEMINOLE COUNTY, FLORIDA

Sammy Roberts
Witness
Sammy Roberts
Print Name

Leticia Figueroa
Witness
Leticia Figueroa
Print Name

By: [Signature]
RAY HOOVER, Purchasing and
Contracts Manager
Date: 12/2/14

For the use and reliance
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its 11/18,
20 14, regular meeting.

Approved as to form and
legal sufficiency.
[Signature]

A-0059-15

County Attorney
AEC:lpk
8/28/14 10:14/14
P:\Users\Legal Secretary CSB\Purchasing 2014\IFB-602096\Middlesea.doc

Attachments:

- Exhibit A - Scope of Services and Cost Structure
- Exhibit B - Sample Release Order

106173397

PERFORMANCE BOND
(\$500,000.00)

Seminole County Contract No. IFB-602096-14/BJC

KNOW ALL MEN BY THESE PRESENTS that:

The Middlesex Corporation
(Name of CONTRACTOR)

One Spectacle Pond Road, Littleton, MA 01460
(Address of CONTRACTOR)

CONTRACTOR's Telephone Number: 978-742-4400

a Corporation
(Corporation, Partnership, or Individual)

hereinafter called Principal, and Travelers Casualty and Surety Company of America
(Name of Surety)

One Tower Square, Hartford, CT 06183
(Address of Surety)

Surety's Telephone Number: (800) 852-6677

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of Five Hundred Thousand and 00/100 DOLLARS (\$500,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. The sum shall not be less than five hundred thousand (\$500,000.00).

COUNTY's telephone number is (407) 665-7116. THE CONDITION OF THIS OBLIGATION is such, that whereas, the Principal entered into a certain Agreement with COUNTY, dated the 2 day of November, 2014, a copy of which is hereto attached and made a part hereof for the Pavement Management Program in Seminole County.

Legal Description of Property: Seminole County

Pavement Management Program in Seminole County

General description of the Work: The CONTRACTOR is responsible for all labor, materials, equipment, coordination, and incidentals necessary for all Work related to the Pavement Management Program within Seminole County.

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, and the Agreement referenced above, as the same may be amended.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and agreements of said Agreement including, but not limited, to the guaranty period and the warranty provisions, in the time and manner prescribed in the Agreement; and
2. Pays COUNTY all liquidated damages, losses, damages, delay damages, expenses, costs, and attorneys fees, including costs and attorneys fees on appeal that COUNTY sustains resulting from any breach or default by Principal under the Agreement

then this bond is void; otherwise it shall remain in full force and effect.

The coverage of this Performance Bond is co-equal with each and every obligation of the Principal under the above-referenced Agreement and the Contract Documents of which the Agreement is a part except that the coverage of the Performance Bond is limited to 100 percent of the Contract Price.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Agreement and the Contract Documents of which the Agreement is a part during the period in which this Performance Bond is in effect, the Surety shall remain liable to COUNTY for all such direct loss or damage (including reasonable attorneys fees and costs and attorneys fees and costs on appeal) resulting from any failure to perform, up to \$500,000.00 and for Indirect damages as determined by COUNTY up to an additional twenty percent (20%) over the adjusted amount.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold COUNTY harmless from any and all loss, damage, cost, and expense, including reasonable attorneys fees and costs for all trial and appellate proceedings, resulting from the Surety's failure to fulfill its obligations hereunder up to \$500,000.00.

The Surety stipulates and agrees that its obligation is to perform the Principal's Work under the Agreement under the Bond. The following preventative options by the Surety are encouraged; however, preventative options shall not be considered under the Bond: (i) Surety's financing of the Principal to keep Principal from defaulting under the Contract Documents; and (ii) Surety's offers to COUNTY to buy back the Bond. The Surety agrees that its obligation under the bond is to: (i) take over performance of the Principals' Work and be the completing Surety even if performance of the Principal's Work exceeds the adjusted Principals' Contract Price; or (ii) re-bid and re-let the Principals' Work to a completing contractor with Surety remaining liable for the completing contractor's performance of the Principal's Work and furnishing adequate funds to complete the Work. The Surety acknowledges that its cost of completion upon default by the

Principal may exceed the Contract Price. In any event, the Principal's Contract Time is of the essence and applicable delay damages are not waived by COUNTY.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon COUNTY's pursuit of its remedies against Principal, however, such obligation shall only arise upon a declaration of default of the Principal and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by COUNTY and Principal without Surety's knowledge or consent; and (ii) the discharge of Principal as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same maybe amended, or any similar state or federal law, or any limitations of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Agreement and Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. However, in the event Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement and Contract Documents are executed exceeding 110 percent of the contract price, the Surety shall be notified by COUNTY of such increased by COUNTY, and the Principal shall be required to increase the sum of the Bond to be commensurate with the increased Contract Price.

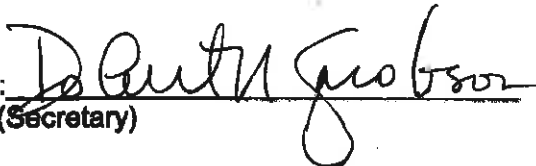
The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.

This Performance Bond is intended to comply with the requirements of Section 255.05, Florida Statutes, as amended, and additionally, to provide contract rights more expansive than as required by statute.

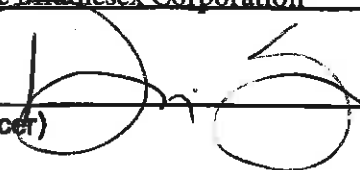
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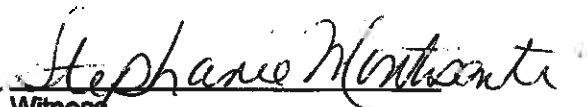
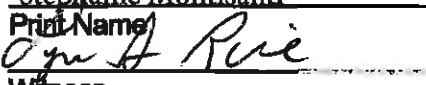
IN WITNESS WHEREOF, this instrument is executed this 21st day of November, 2014.

ATTEST:

By: 
(Secretary)
Name: Robert N. Jacobson
(Typed or Printed)

PRINCIPAL/CONTRACTOR

The Middlesex Corporation
By: 
(Officer)
Name: David Socci
(Typed or Printed)
Title: Senior Vice President Estimating
Address: One Spectacle Pond Road
City, ST ZIP: Littleton, MA 01460


Witness
Stephanie Montisanti
Print Name

Witness
Lyn I. Rice
Print Name

(Surety Signature Page Follows)

ATTEST:

By: [Signature]
Vice President

Name: Mark Herendeen
(Typed or Printed)

[Signature]

Witness
Jane Gilson

Print Name
Maria Chaves

Witness
Maria Chaves

Print Name

SURETY

Travelers Casualty and Surety Company of America

By: [Signature]
(Officer)

Name: Jean Correia
(Typed or Printed) FL License # E145173

Title: Attorney-in-Fact
Aon Risk Services

Address: One Federal Street

City, ST ZIP: Boston, MA 02110

Countersigned by
By: [Signature]
Claudette Alexander Hunt
FL Licensed Resident Agent # P134371

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is a Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. Agents of Surety companies must list their name, address, and telephone number on all Bonds.

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226836

Certificate No. 005940818

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Mark P. Herendeen, Kevin A. White, Jean Correia, Maria Chaves, Theresan E. Rowedder, Jane Gilson, and Bryan Huft

of the City of Boston, State of Massachusetts, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of June, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this the 5th day of June, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

106173397

PAYMENT BOND

(\$500,000.00)

Seminole County Contract No. IFB-602098-14/BJC

KNOW ALL MEN BY THESE PRESENTS that:

The Middlesex Corporation
(Name of CONTRACTOR)

One Spectacle Pond Road, Littleton, MA 01460
(Address of CONTRACTOR)

CONTRACTOR's Telephone Number: 978-742-4400

a Corporation
(Corporation, Partnership, or Individual)

hereinafter called Principal, and Travelers Casualty and Surety Company of America
(Name of Surety)

One Tower Square, Hartford, CT 06183
(Address of Surety)

Surety's Telephone Number: (800) 852-6677

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of Five Hundred Thousand DOLLARS (\$500,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

COUNTY's telephone number is (407) 665-7116. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with COUNTY, dated the 2 day of December, 2014, a copy of which is hereto attached and made a part hereof for the Pavement Management Program in Seminole County.

Legal Description of Property: Seminole County

Pavement Management Program in Seminole County

General description of the Work: The CONTRACTOR is responsible for all labor, materials, equipment, coordination, and incidentals necessary for all Work related to Pavement Management Program within Seminole County.

PAYMENT BOND

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Agreement, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1. This Bond is furnished for the purpose of complying with the requirements of Section 255.05, Florida Statutes, as same may be amended.
2. It is a specific condition of this Bond that a claimant's right of action on the Bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.
3. This Bond is conditioned that CONTRACTOR shall promptly make payments to all persons defined in Section 713.05, Florida Statutes, whose claims derive from the prosecution of the Work provided for in the Agreement.

Therefore, a claimant, except a laborer, who is not in privity with the CONTRACTOR shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish CONTRACTOR with a notice that (s)he may look to the Bond for protection. A claimant who is not in privity with the CONTRACTOR and who has not received payment for his/her labor, materials, supplies, or rental equipment within ninety (90) days after final furnishing of the labor, services, materials, or equipment by claimant, deliver to CONTRACTOR and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against CONTRACTOR or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

4. Any changes in or under the Agreement or Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the sum of this Bond shall increase or decrease in accordance with the Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement or Contract Documents.

5. The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other. The Payment Bond shall be construed as a statutory Payment Bond under Section 255.05, Florida Statutes, and not as a common law bond.

IN WITNESS WHEREOF, this instrument is executed this 21st day of November, 2014.

ATTEST:

PRINCIPAL/CONTRACTOR

By: *Robert N. Jacobson*
(Secretary)

The Middlesex Corporation
By: *David Socci*
(Officer)

Name: Robert N. Jacobson
(Typed or Printed)

Name: David Socci
(Typed or Printed)

Title: Senior Vice President Estimating

Address: One Spectacle Pond Road

City, ST ZIP: Littleton, MA 01460

Stephanie Montisanti

Witness
Stephanie Montisanti

Print Name
Lyn I. Rice

Witness
Lyn I. Rice
Print Name

(Surety Signature Page Follows)

PAYMENT BOND

ATTEST:

By: [Signature]
Vice President

Name: Mark Herendeen
(Typed or Printed)

[Signature]

Witness
Jane Gilson

Print Name
Maria Chaves

Witness
Maria Chaves
Print Name

SURETY

Travelers Casualty and Surety Company of America

By: [Signature]
(Officer)

Name: Jean Correia
(Typed or Printed) FL License # E145173

Title: Attorney-in-Fact
Aon Risk Services

Address: One Federal Street

City, ST ZIP Boston, MA 02110

Countersigned by
By: [Signature]
Claudette Alexander Hunt
FL Licensed Resident Agent # P134371

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is a Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. Agents of Surety companies must list their name, address, and telephone number on all Bonds.

Contractor's Name: _____

PAYMENT BOND



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226836

Certificate No. 005940817

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Mark P. Herendeen, Kevin A. White, Jean Correia, Maria Chaves, Theresan E. Rowedder, Jane Gilson, and Bryan Huft

of the City of Boston, State of Massachusetts, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of June, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss:

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 5th day of June, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature: Marie C. Tetreault]
Marie C. Tetreault, Notary Public

106173397

MATERIAL AND WORKMANSHIP BOND
(\$250,000.00)

Seminole County Contract No. IFB-602096-14/BJC

KNOW ALL MEN BY THESE PRESENTS that:

The Middlesex Corporation
(Name of CONTRACTOR)

One Spectacle Pond Road, Littleton, MA 01460
(Address of CONTRACTOR)

CONTRACTOR's Telephone Number: 978-742-4400

a Corporation
(Corporation, Partnership, or Individual)

hereinafter called Principal, and Travelers Casualty and Surety Company of America
(Name of Surety)

One Tower Square, Hartford CT 06183
(Address of Surety)

Surety's Telephone Number: (800) 852-6677

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of \$250,000.00 as adjusted under the Contract Documents in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

COUNTY's telephone number is (407) 665-7116. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with COUNTY, dated the 2 day of December, 2014, a copy of which is hereto attached and made a part hereof for the Pavement Management Program in Seminole County.

Principal is obligated to protect the County against any defects resulting from faulty Materials or Workmanship of said improvements for a period of two (2) years from the date of Final Completion under the Contract Documents.

The conditions of this obligation are such that if Principal shall promptly and faithfully protect the COUNTY against any Defects resulting from faulty Materials and Workmanship of the aforesaid improvements for a period of two (2) years from the date of Final Completion, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

MATERIAL AND WORKMANSHIP BOND

The COUNTY shall notify the Principal in writing of any Defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said Defect.

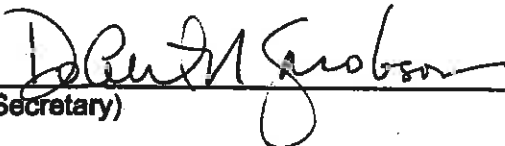
The Surety unconditionally covenants and agrees that if the Principal fails to perform, within the time specified, the Surety, upon thirty (30) days written notice from COUNTY, or its authorized agent or officer, of the failure to perform will correct such Defect or Defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said Defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, specific performance to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the COUNTY at its option, shall have the right to correct said Defects resulting from faulty Materials or Workmanship, or, pursuant to public advertisement and receipt of Bids, cause to be corrected any Defects or said Defects in case the Principal shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the Principal and the Surety shall jointly and severally hereunder reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

(End of Document – Signature Pages Follow)

IN WITNESS WHEREOF, this instrument is executed this 21st day of November, 2014.

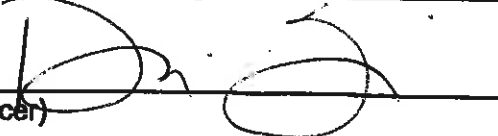
ATTEST:

By: 
(Secretary)

Name: Robert N. Jacobson
(Typed or Printed)

PRINCIPAL/CONTRACTOR

The Middlesex Corporation

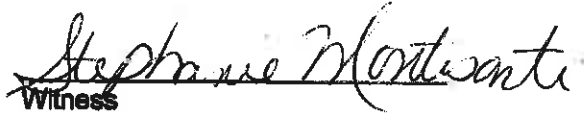
By: 
(Officer)

Name: David Socci
(Typed or Printed)

Title: Senior Vice President Estimating

Address: One Spectacle Pond Road

City, ST ZIP: Littleton, MA 01460


Witness

Stephanie Montisanti
Print Name


Witness

Lyn I. Rice
Print Name

(Surety Signature Page Follows)

ATTEST:

SURETY

Travelers Casualty and Surety Company of America

By: [Signature]
Vice President

By: [Signature]
(Officer)

Name: Mark Herendeen
(Typed or Printed)

Name: Jean Correia
(Typed or Printed) FL LICENSE # 8145173

Title: Attorney-in-Fact

Aon Risk Services

Address: One Federal Street

City, ST ZIP: Boston, MA 02110

[Signature]

Witness
Jane Gilson

Print Name
Maria Chaves

Witness

Maria Chaves

Print Name

Countersigned
By: [Signature]

Claudette Alexander Hunt
FL Licensed Resident Agent # P134371

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is a Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. **Agents of Surety companies must list their name, address, and telephone number on all Bonds.**

MATERIAL AND WORKMANSHIP BOND



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226836

Certificate No. 005940819

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Mark P. Herendeen, Kevin A. White, Jean Correia, Maria Chaves, Theresan E. Rowedder, Jane Gilson, and Bryan Huft

of the City of Boston, State of Massachusetts, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of June, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 5th day of June, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature: Marie C. Tetreault]
Marie C. Tetreault, Notary Public

EXHIBIT A

Part 1 Scope of Services

Seminole County Specification Hierarchy: All requirements set forth by this IFB contract shall adhere to the rules and conditions described in Seminole County's General Conditions for Road, Bridge & Utility Construction <http://www.seminolecountyfl.gov/fs/purchasing/pdf/800roads.pdf>. In addition, the attached Supplemental Specifications for this contract shall take priority to the County's General Condition as they are specific to the pay items and basis of payment for this contract. Bidder must be Florida Department of Transportation (FDOT) Prequalified in the following categories:

- Hot Plant-mixed Bituminous Courses
- Flexible Paving

PAY ITEM NOTES

GROUP I

Superpave Asphaltic Concrete

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. (Section 334).

Basis of payment shall be under Items No.:

(334-1-) Superpave Asphaltic Concrete – per ton.

Asphalt Concrete Friction Course

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. (Section 337)

Basis of payment shall be under Items No.:

(337-7-) Asphalt Concrete Friction Course – per ton.

Bonded Asphalt Concrete Friction Course

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. (Section 337B)

Basis of payment shall be under Items No.:

(901-337-8) Bonded Asphalt Concrete Friction Course – per ton.

Miscellaneous Asphalt Pavement

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control. (Spec Item No. 339)
 Basis of payment shall be under Item No.:
 (339-1) Miscellaneous Asphalt Concrete – per ton.

Note: 104 Erosion Control, 107 Litter Removal and Mowing, and 110 Clearing and Grubbing shall be included in the price bid for the top lift of asphalt including one of the items listed above.

GROUP II

Prime and Tack Coats for Base Courses

The pay item for Prime and Sand shall be a maintenance pay item only. Basis of payment shall be per square yard. The application of Prime and Sand or Tack on paving projects shall be included in the bid price of the asphalt under the 334 and 337 pay items. **(Section 916).**

Basis of payment shall be under Item No.:
 (2-1) Prime and Sand – per square yard.

Asphalt Rubber Membrane Interlayer

The pay item for Asphalt Rubber Interlayer includes cost of all work and materials associated with the Placement of the liquid rubber material, stone, equipment and all other incidentals required to place the rubber as specified under Section 341.

Basis of payment shall be under Items No.:
 (341-70) Asphalt Rubber Membrane Interlayer – per square yard.

Open Graded Crack Relief Layer

The pay item for Open Graded Crack Relief Layer includes cost of all work and materials associated with the placement of the mixture, equipment and all other incidentals required to place the mixture as specified under Section 340.

Basis of payment shall be under Items No.:
 (906-340-1) Open Graded Crack Relief Layer- per square yard.

GROUP III

Milling Existing Asphalt Pavement

The basis of payment for milling shall be based on milling a single square yard at one inch depth. Each separate project bid shall specify the required mill depth that then may be multiplied by the depth in inches. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the thickness in inches. The milling material under this pay item will become the property of the Contractor. **(Section 327).**

Basis of payment shall be under Item No.:
 (327-70A) Milling Existing Asphalt Pavement - per square yard.

Milling Existing Asphalt Pavement (Yankee Lake)

The basis of payment for milling shall be based on milling a single square yard at one inch depth. Each separate project bid shall specify the required mill depth that then may be

multiplied by the depth in inches. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the thickness in inches. The milling material under this pay item will become the property of Seminole County and is to be delivered by the Contractor to 501 Yankee Lake Rd, Sanford. **(Section 327)**

Basis of payment shall be under Item No.:

(327-70B) Milling Existing Asphalt Pavement (Yankee Lake) - per square yard.

Milling Existing Asphalt Pavement (Oviedo Yard)

The basis of payment for milling shall be based on milling a single square yard at one inch depth. Each separate project bid shall specify the required mill depth that then may be multiplied by the depth in inches. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the thickness in inches. The milling material under this pay item will become the property of Seminole County and is to be delivered by the Contractor to 1620 N County Rd 426, Oviedo. **(Section 327)**.

Basis of payment shall be under Item No.:

(327-70C) Milling Existing Asphalt Pavement (Oviedo Yard) - per square yard.

Milling Existing Asphalt Pavement (Relocate)

The basis of payment for milling shall be based on milling a single square yard at one inch depth. Each separate project bid shall specify the required mill depth that then may be multiplied by the depth in inches. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the thickness in inches. The milling material under this pay item will become the property of Seminole County and is to be delivered by the Contractor to any location specified that is within 5 miles of the project limits. **(Section 327)**.

Basis of payment shall be under Item No.:

(327-70D) Milling Existing Asphalt Pavement (Relocate) - per square yard.

GROUP IV

Temporary Retroreflective Pavement Markers (RPM)

Price for Temporary RPM shall include layout, materials and application of temporary RPM to supplement temporary lane lines. Payment shall be based on final measurements of RPM. **(Section 102)**.

Basis of payment shall be under Items No.:

(102-78) Temporary Retroreflective Pavement Markers – per each.

Temporary Pavement Markings

Price for Temporary Pavement Markings shall include layout, materials and application of paint and/or removable tape. Payment shall be based on final measurements of removable tape, painted stripes, or painted messages. **(Section 102; 710)**.

Basis of payment shall be under Items No.:

(102-911-2) Removable Tape (White/Black) - 6" – per foot.

(102-912-2) Removable Tape (Yellow) - 6" – per foot.

(710-11-) Temporary Pavement Marking – Paint

GROUP V

Liquidated Damages (LD):

This item (LD) is a project specific item to be used with predetermined construction days to completion. All pertinent information, including identification of roadway type (major/minor) shall be included in the bid documents.

Time and weather shall be tracked and documented according to guidelines set by the FDOT Standard Specifications and amended in these contract documents.

General conditions 3.2 are amended to include Article 5.2 of the 2010 FDOT Standard Specifications regarding governing order of documents.

General conditions 6.2.3: Work hours of 7:00 AM to 6:00 PM can be superseded by the bid solicitation documents.

General conditions 6.42 and 6.43: Work suspensions, contractor vacations, and holidays are NOT included in the computation of contract time and will not be considered for time extensions.

General conditions 11.9.2; 12.1.1.1.3: No days have been included in the Construction time estimate for utility adjustments. Time extensions will be granted, on a day for day basis, for delays caused by utility adjustments by others only if no other work can be completed during such time. Time extensions may be granted, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions only after 5 (five) weather days and if no other work can be completed during such time. Time extension due to weather shall be reviewed and approved by the Engineer on a case-by-case basis.

It is noted that Sub-article 6-1.3 of the 2010 FDOT Standard Specifications shall apply to this contract and shall not be superseded by the General Conditions.

Payment for LD is set at a rate of (-) \$500.00 for each day for minor streets/roads.

Payment for LD is set at a rate of (-) \$1000.00 for each day for major roads.

A roadway is determined to be a minor street/road if it has a ADT less than 4000 vehicles per day; otherwise it is considered a major road. (Section 6 and 11).

Basis of payment shall be under Items No.:

(5-1) Liquidated Damages LD (For Major Roads) – per day.

(5-2) Liquidated Damages LD (For Minor Streets/Roads) – per day.

Mobilization Charge

These items are intended to be used for two types of mobilization. Routine mobilization on projects shall include all labor, equipment, and material specified in Section 101. The price bid for routine mobilization shall not exceed 5% of the contract total. Emergency mobilization is also included to address special 24-hour emergency circumstances only. (Section 101).

Basis of payment shall be under Items No.:

(101-1) Mobilization Charge – each.

(101-2) Mobilization Charge for 24-hour emergency response – each.

Maintenance of Traffic (MOT)

The price for MOT shall be on a per day basis and shall be for a time not exceeding the construction days specified in the project bid documents. Items included in this pay item will be the Arrow Board, required signs, channelizing devices, flaggers and other miscellaneous items typically required to maintain traffic.

No compensation will be made for time that exceeds the construction days specified in the bid. The price bid for MOT shall not exceed \$1500 per day. **(Section 102).**

Basis of payment shall be under: Item No. (102-1) Maintenance of Traffic – per day.

Traffic Control Officer

The use of Traffic Control Officer is defined in Section 102-7, as approved by the Engineer/CCEI.

Payment shall be per hour (4 hour minimum) and based on the hours worked by the officer as recorded by the Engineer. **(Section 102).**

Basis of payment shall be under Item No.:
(102-14) Traffic Control Officer – per hour.

Portable Changeable Message Sign (PCMS)

The use of PCMS shall be at the discretion and approval of the Engineer/CCEI. Payment shall be per each per day (ED) and based on the number of signs certified as installed/used on the project as recorded by the Engineer. **(Section 102).**

Basis of payment shall be under Item No.:
(102-99) Portable Changeable Message Sign – each day.

Flowable Fill

This item is intended to fill voids, stabilize shoulders on roadway or other location that may require a method of permanently addressing areas of concern. Basis of payment shall be by the cubic yard (CY) and include all labor, equipment and materials. **(Section 121).**

Basis of payment shall be under Item No.:
(121-70) Flowable Fill – per cubic yard

Manhole and Water Valve Ring Adjustment

The price of this item is for the installation of a manhole or water valve riser ring. **(Section 425).**

Basis of payment shall be under Items No.:
(425-6) Water Valve or similar cover Adjustment – each (EA).
(425-7) Manhole Ring Adjustment - each (EA).

GROUP VI

FOB – Items

Price for all items in this group will either be picked up at the asphalt plant by the County or delivered by the contractor where needed for Job Site items. Basis of payment will be by the unit of measure and contract rate for the individual pay item.

SP-4.75 Hot Mix Asphaltic Concrete can be substituted with S-I or S-III Marshall Mix with Seminole County Approval.

GROUP VII

Type-B Stabilization

The price for Stabilized Sub-grade includes all labor, equipment and materials that will be required to construct and test a 12" Stabilized Sub-grade as specified by **(Section 160)**.

Basis of payment shall be under Item No.:

(160-4) Type-B Stabilization – per square yard.

Base

The price for road base shall include all labor, equipment and materials that will be required to construct road base Group (1, 6, & 9). Base groups 1 and 6 shall consist of limerock (LBR 100) only. Base group 9 shall consist of limerock (LBR 100) or 6" Type B-12.5, as specified by the bid documents. **(Section 285)**.

Basis of payment shall be under Items No.:

(285-) Base Group - X – per square yard.

Shoulder Rework

The price for this item includes the grading and mixing of roadway shoulders according to FDOT Design Standard Index 105. Sodding is not included in this item.

Basis of payment shall be under Item No.:

(577-70) Shoulder Rework - per square yard.

Regular Excavation

The price for this item includes the grading excavation and removal of all materials. **(Section 120)**.

Basis of payment shall be under Items No.:

(120-1) Regular Excavation - per cubic yard.

Embankment

The price for this item includes all materials required to build an embankment. **(Section 120)**.

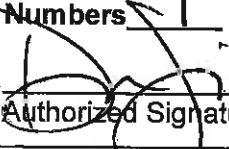
Basis of payment shall be under Items No.:

(120-6) Embankment- per cubic yard.

NOTE:

Performance Bond, Payment Bond and Materials and Workmanship Bonds will be required for this project.

EXHIBIT A

SUBMIT BIDS TO: Seminole County 1301 E. Second Street Sanford, Florida 32771 Attn: PURCHASING & CONTRACTS (PCD)	<p align="center">INVITATION FOR BID</p> <p align="center">And Bidder Acknowledgment</p>
Contact: Betsy J. Cohen, CPPB Procurement Supervisor 407-665-7112 - Phone 407-665-7956 - Fax bcohen@seminolecountyfl.gov	<p align="center">IFB-602096-14/BJC</p> <p align="center">PAVEMENT MANAGEMENT PROGRAM</p>
<p align="center"><u>Bid Due Date</u></p> <p align="center">Date: October 1, 2014 Time: 2:00 PM (Eastern Standard Time)</p> <p align="center"><u>Location of Public Opening:</u> Purchasing & Contracts Division, Conference Room 1301 E. Second Street, Sanford, FL 32771</p>	
Proposer Name: The Middlesex Corporation	Federal Employer ID Number: 04-2534615
Mailing Address: One Spectacle Pond Road	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: Littleton, MA 01460	
Type of Entity (Circle one): Corporation Partnership Proprietorship Joint Venture Incorporated in the State of: <u>Massachusetts</u> List of Principals: <u>Please See Attachment "A"</u>	The undersigned Bidder hereby acknowledges receipt of Addenda Numbers <u>1</u> through <u>1</u> :  Authorized Signature (Manual) <u>9/24/14</u> Date
Email Address: dsocci@middlesexco.com	Typed Name: David Socci
Telephone Number: 978-742-4400	Title: Senior Vice President Estimating
Fax Number: 978-742-4434	Date: <u>9/24/14</u>

THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN BID

The Bidder is expected to completely analyze the information contained in this Invitation for Bid (IFB) as guidance for the preparation of their written submittal. The Bidder's written bid should be specific, detailed, and complete in order to clearly and fully demonstrate the Bidder's understanding of the requested work and/or delivery requirements.

**Part 4
Price Submittal**

IFB-602096-14/BJC – Pavement Management Program

Name of Bidder: The Middlesex Corporation

Mailing Address: One Spectacle Pond Road

Street Address: Same as Above

City/State/Zip: Littleton, MA 01460

Phone Number: (978) 742-4400 FAX Number: (978) 742-4434

E-Mail Address: dsoccl@middlesexco.com

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the Bid Documents for the amount hereinafter set forth. Bidder declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will accept to enter into an Agreement with the COUNTY in the form set forth in the Purchase Order and solicitation Documents. The cost of the units shall include all costs, including but not limited to:

- General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery/transportation of unit(s) to the County's delivery address, indirect costs, i.e., insurance, etc., indirect labor costs

Group I includes Asphalt	Subtotal: \$ <u>20,610,200.⁰⁰</u>
Group II is "Sand and Seal in-place"	Subtotal: \$ <u>266,500.⁰⁰</u>
Group III is "Milling"	Subtotal: \$ <u>289,000.⁰⁰</u>
Group IV is "Striping"	Subtotal: \$ <u>79,600.⁰⁰</u>
Group V is "Miscellaneous Items"	Subtotal: \$ <u>385,000.⁰⁰</u>
Group VI Asphalt Materials (materials only)	Subtotal: \$ <u>398,800.⁰⁰</u>
Group VII Earthwork	Subtotal: \$ <u>832,000.⁰⁰</u>
TOTAL BID:	\$ <u>22,861,100.⁰⁰</u>

Performance/Payment/Material-Workmanship Bonds Costs: \$ 197,000.⁰⁰
(Do not include in Unit Costs)



IFB-602096-14/BJC - Pavement Management Program
PART A - ROAD CONSTRUCTION PRODUCTS AND RELATED MATERIALS IN-PLACE SERVICES

Labor and Materials

Group I: Asphalt Concrete, Surface Treatment and Friction Course in-place

Pay Item No.	Description	0-50 Tons/Job	51-399 Tons/Job	400 - 1999 Tons/Job	2000 - 3999 Tons/Job	4000 Tons/Job and Over	Sum of Extended Cost
334-1-12	Superpave Asphaltic Concrete	Estimated 100 Tons \$ 300.00 /ton Total: \$ 30,000.00	Estimated 500 Tons \$ 150.00 /ton Total: \$ 75,000.00	Estimated 2400 Tons \$ 94.00 /ton Total: \$ 225,600.00	Estimated 5000 Tons \$ 88.00 /ton Total: \$ 440,000.00	Estimated 8000 Tons \$ 85.00 /ton Total: \$ 704,000.00	\$ 1,474,600.00
	Traffic Level B	Estimated 150 Tons \$ 300.00 /ton Total: \$ 45,000.00	Estimated 600 Tons \$ 150.00 /ton Total: \$ 90,000.00	Estimated 5000 Tons \$ 94.00 /ton Total: \$ 470,000.00	Estimated 7000 Tons \$ 90.00 /ton Total: \$ 630,000.00	Estimated 20000 Tons \$ 90.00 /ton Total: \$ 1,800,000.00	\$ 3,035,000.00
334-1-22	Superpave Asphaltic Concrete	Estimated 100 Tons \$ 350.00 /ton Total: \$ 35,000.00	Estimated 400 Tons \$ 170.00 /ton Total: \$ 68,000.00	Estimated 3000 Tons \$ 115.00 /ton Total: \$ 345,000.00	Estimated 5000 Tons \$ 110.00 /ton Total: \$ 550,000.00	Estimated 9000 Tons \$ 110.00 /ton Total: \$ 990,000.00	\$ 1,988,000.00
	Traffic Level B (PG 76-22) PMA	Estimated 100 Tons \$ 350.00 /ton Total: \$ 35,000.00	Estimated 800 Tons \$ 170.00 /ton Total: \$ 136,000.00	Estimated 5000 Tons \$ 115.00 /ton Total: \$ 575,000.00	Estimated 7300 Tons \$ 112.00 /ton Total: \$ 817,600.00	Estimated 15000 Tons \$ 112.50 /ton Total: \$ 1,687,500.00	\$ 3,217,100.00
337-7-40	Asphalt Concrete Friction Course	Estimated 100 Tons \$ 400.00 /ton Total: \$ 40,000.00	Estimated 300 Tons \$ 200.00 /ton Total: \$ 60,000.00	Estimated 3000 Tons \$ 140.00 /ton Total: \$ 420,000.00	Estimated 5000 Tons \$ 130.00 /ton Total: \$ 650,000.00	Estimated 8000 Tons \$ 130.00 /ton Total: \$ 1,040,000.00	\$ 2,217,000.00
	FC-9.5 Traffic Level B	Estimated 150 Tons \$ 350.00 /ton Total: \$ 52,500.00	Estimated 700 Tons \$ 175.00 /ton Total: \$ 122,500.00	Estimated 6000 Tons \$ 125.00 /ton Total: \$ 750,000.00	Estimated 8000 Tons \$ 115.00 /ton Total: \$ 920,000.00	Estimated 15000 Tons \$ 115.00 /ton Total: \$ 1,725,000.00	\$ 3,579,000.00
337-7-42	Asphalt Concrete Friction Course	Estimated 80 Tons \$ 400.00 /ton Total: \$ 32,000.00	Estimated 300 Tons \$ 200.00 /ton Total: \$ 60,000.00	Estimated 1500 Tons \$ 140.00 /ton Total: \$ 210,000.00	Estimated 3500 Tons \$ 130.00 /ton Total: \$ 455,000.00	Estimated 6000 Tons \$ 130.00 /ton Total: \$ 780,000.00	\$ 1,537,000.00
	FC-9.5 Traffic Level C	Estimated 80 Tons \$ 400.00 /ton Total: \$ 32,000.00	Estimated 300 Tons \$ 200.00 /ton Total: \$ 60,000.00	Estimated 1500 Tons \$ 140.00 /ton Total: \$ 210,000.00	Estimated 3500 Tons \$ 130.00 /ton Total: \$ 455,000.00	Estimated 6000 Tons \$ 130.00 /ton Total: \$ 780,000.00	\$ 1,537,000.00

Company Name: The Middlesex Corporation

Addendum #1 Received 9/24/14



IFB-602096-14/BJC - Pavement Management Program
PART A - ROAD CONSTRUCTION PRODUCTS AND RELATED MATERIALS IN-PLACE SERVICES
 Labor and Materials

Group I: Asphalt Concrete, Surface Treatment and Friction Course in-place

Pay Item No.	Description	0-50 Tons/Job	51-399 Tons/Job	400 - 1999 Tons/Job	2000 - 3999 Tons/Job	4000 Tons/Job and Over	Sum of Extended Cost
337-7-43	Asphalt Concrete Friction Course FC-12.5 Traffic Level C	Estimated 80 Tons \$ 350.00 /ton	Estimated 350 Tons \$ 175.00 /ton	Estimated 3000 Tons \$ 125.00 /ton	Estimated 3500 Tons \$ 115.00 /ton	Estimated 8000 Tons \$ 115.00 /ton	\$ 1,786,750.00
		Total: \$ 28,000.00	Total: \$ 61,250.00	Total: \$ 375,000.00	Total: \$ 402,500.00	Total: \$ 920,000.00	
337-7-45	Asphalt Concrete Friction Course FC-12.5 Traffic Level D	Estimated 80 Tons \$ 350.00 /ton	Estimated 350 Tons \$ 175.00 /ton	Estimated 3000 Tons \$ 130.00 /ton	Estimated 3500 Tons \$ 120.00 /ton	Estimated 6000 Tons \$ 120.00 /ton	\$ 1,619,250.00
		Total: \$ 28,000.00	Total: \$ 61,250.00	Total: \$ 390,000.00	Total: \$ 420,000.00	Total: \$ 720,000.00	
904-337-9	Bonded-Asphalt Concrete-Friction Course-FC-5 (PG-76-22) Section-337B	Estimated 150 Tons \$ _____ /ton	Estimated 450 Tons \$ _____ /ton	Estimated 2400 Tons \$ _____ /ton	Estimated 3600 Tons \$ _____ /ton	Estimated 9600 Tons \$ _____ /ton	\$ _____
		Total: \$ _____	Total: \$ _____	Total: \$ _____	Total: \$ _____	Total: \$ _____	
339-1	Miscellaneous Asphalt Pavement	Estimated 200 Tons \$ 300.00 /ton	Estimated 500 Tons \$ 225.00 /ton	Estimated 500 Tons \$ 225.00 /ton	Estimated 500 Tons \$ 225.00 /ton	Estimated 500 Tons \$ 225.00 /ton	\$ 172,500.00
		Total: \$ 60,000.00	Total: \$ 112,500.00	Total: \$ 112,500.00	Total: \$ 112,500.00	Total: \$ 112,500.00	
TOTAL FOR GROUP I							\$ 2,010,200.00



IFB-602096-14/BJC - Pavement Management Program

Group II: Sand and Seal in-place

Pay Item No.	Description	0-999 SY / Per Job	1000-1999 SY / Per Job	2000-2999 SY / Per Job	3000 SY and Over / Per Job	Sum of Extended Cost
2-1	Prime and Sand	Estimated 500 SY: \$ 4.00 /SY Total: \$ 2,000.00	Estimated 1000 SY: \$ 2.00 /SY Total: \$ 2,000.00	Estimated 2000 SY: \$ 1.00 /SY Total: \$ 2,000.00	Estimated 3000 SY: \$ 0.50 /SY Total: \$ 1,500.00	\$ 7,500.00
341-70	(Section 916) Asphalt Rubber Membrane Interlayer (ARMI)	Estimated 500 SY: \$ 25.00 /SY Total: \$ 12,500.00	Estimated 1000 SY: \$ 15.00 /SY Total: \$ 15,000.00	Estimated 2000 SY: \$ 11.00 /SY Total: \$ 22,000.00	Estimated 3000 SY: \$ 10.00 /SY Total: \$ 30,000.00	\$ 19,500.00
906-340-1	(Section 341) Open Graded Crack Relief Layer	Estimated 500 SY: \$ 25.00 /SY Total: \$ 12,500.00	Estimated 2000 SY: \$ 14.00 /SY Total: \$ 28,000.00	Estimated 5000 SY: \$ 11.00 /SY Total: \$ 55,000.00	Estimated 8000 SY: \$ 10.50 /SY Total: \$ 84,000.00	\$ 179,500.00
TOTAL FOR GROUP II						\$ 266,500.00

Company Name: The Middlesex Corporation



IFB-602096-14/BJC - Pavement Management Program

Group III: Milling existing asphalt pavement in-place

Pay Item No.	Description	0-999 SY / Per Job	1000-1999 SY / Per Job	2000-2999 SY / Per Job	3000 SY and Over / Per Job	Sum of Extended Cost
327-70A	Milling Existing Asphalt Pavement (Milled Material becomes property of Contractor)	Estimated 1000 SY/inch: \$ 10.00 /SY Total: \$ 10,000.00	Estimated 2000 SY/inch: \$ 6.00 /SY Total: \$ 12,000.00	Estimated 8000 SY/inch: \$ 2.50 /SY Total: \$ 20,000.00	Estimated 20,000 SY/inch \$ 2.50 /SY Total: \$ 50,000.00	\$ 92,000.00
327-70B	Milling Existing Asphalt Pavement (Yanke Lake) Material delivered to Yankee Lake Yard in Sanford at: 501 Yankee Lake Rd. Sanford FL, 32771	Estimated 1000 SY/inch: \$ 12.00 /SY Total: \$ 12,000.00	Estimated 2000 SY/inch: \$ 6.50 /SY Total: \$ 13,000.00	Estimated 6000 SY/inch: \$ 3.00 /SY Total: \$ 18,000.00	Estimated 10,000 SY/inch \$ 3.50 /SY Total: \$ 35,000.00	\$ 68,000.00
327-70C	Milling Existing Asphalt Pavement (Oviedo Yard) Material delivered to County Yard in Oviedo at: 1620 N. County Rd 426 Oviedo, FL 32765	Estimated 1000 SY/inch: \$ 13.00 /SY Total: \$ 13,000.00	Estimated 2000 SY/inch: \$ 6.50 /SY Total: \$ 13,000.00	Estimated 6000 SY/inch: \$ 3.00 /SY Total: \$ 18,000.00	Estimated 10,000 SY/inch \$ 3.50 /SY Total: \$ 35,000.00	\$ 68,000.00
327-70D	Milling Existing Asphalt Pavement (Relocate) Milled Material delivered to location within 5 miles of project limits	Estimated 1000 SY/inch: \$ 10.00 /SY Total: \$ 10,000.00	Estimated 2000 SY/inch: \$ 6.00 /SY Total: \$ 12,000.00	Estimated 6000 SY/inch: \$ 2.75 /SY Total: \$ 16,500.00	Estimated 10,000 SY/inch \$ 2.25 /SY Total: \$ 22,500.00	\$ 61,000.00
TOTAL FOR GROUP III						\$ 289,000.00

Company Name: The Middlesex Corporation



Group IV: Temporary Pavement Marking In-place

IFB-602096-14/BJC - Pavement Management Program

Pay Item No.	Description	Quantity	Sum of Extended Cost
102-78	Temporary Retroreflective Pavement Markers	Estimated 2500 EA: \$ 5.00 /Each	\$ 12,500.00
102-911-2	Removable Tape (White/Black) - 6"	Estimated 5000 LF: \$ 2.50 /LF	\$ 12,500.00
102-912-2	Removable Tape (Yellow) - 6"	Estimated 5000 LF: \$ 2.50 /LF	\$ 12,500.00
710-11-111	Temporary Pavement Marking - Paint - White Solid Stripe 6"	Estimated 10,000 LF: \$ 0.50 /LF	\$ 5,000.00
710-11-141	Temporary Pavement Marking - Paint - White Skip Stripe 6"	Estimated 3000 LF: \$ 1.00 /LF	\$ 3,000.00
710-11-221	Temporary Pavement Marking - Paint - Yellow Solid Stripe 6"	Estimated 15,000 LF: \$ 0.50 /LF	\$ 7,500.00
710-11-241	Temporary Pavement Marking - Paint - Yellow Skip Stripe 6"	Estimated 5000 LF: \$ 1.00 /LF	\$ 5,000.00
710-11-123	Temporary Pavement Marking - Paint - 12" White	Estimated 5000 LF: \$ 0.75 /LF	\$ 3,750.00
710-11-125	Temporary Pavement Marking - Paint - Stop Bar 24" White	Estimated 3000 LF: \$ 1.50 /LF	\$ 4,500.00
710-11-910	Temporary Pavement Marking - Paint - School Zone	Estimated 24 EA: \$ 200.00 /Each	\$ 4,800.00
710-11-920	Temporary Pavement Marking - Paint - Railroad Crossing	Estimated 24 EA: \$ 200.00 /Each	\$ 4,800.00
710-11-170	Temporary Pavement Marking - Paint - White Arrows	Estimated 50 EA: \$ 75.00 /Each	\$ 3,750.00
TOTAL FOR GROUP IV			\$ 119,600.00

Company Name: The Middlesex Corporation



Group V: Miscellaneous Items, Mobilization, MOT, Speed humps, Utility Adjustment

Pay Item No.	Description	Quantity	Sum of Extended Cost
5-1	Liquidated Damages LD (For Major Roads) (For use only with projects having a defined time to completion as advertised in the individual bid for that project.) (Section 6 and 11)	Estimated 1 each -1,000.00 ED Total -\$1,000.00	Do not include this in bid total
5-2	Liquidated Damages LD (For Minor Streets/Roads) (For use only with projects having a defined time to completion as advertised in the individual bid for that project.) (Section 6 and 11)	Estimated 1 each -\$500.00 ED Total \$500.00	Do not include this in bid total
101-1	Mobilization Charge (not to exceed 5% of contract total) Includes labor/equipment/materials	Estimated 30 each day \$ 35,000.00 /day Total \$ 1,140,000.00	Do not include this in bid total
101-2	Mobilization Charge for 24-hour emergency response. Includes labor/equipment/materials	Estimated 30 each day \$ 3,500.00 /day	\$ 105,000.00
102-1	Maintenance of Traffic Includes labor/equipment/materials (not to exceed \$1500 per day)	Estimated 30 ED \$ 1,500.00 /day	\$ 45,000.00
102-14	Traffic Control Officer	Estimated 100 HR \$ 75.00 /Hours	\$ 7,500.00
102-99	Portable Changeable Message Sign	Estimated 1000 ED \$ 35.00 /day	\$ 35,000.00
121-70	Flowable Fill Includes labor/equipment/materials	Estimated 1000 CY \$ 185.00 /CY	\$ 185,000.00
425-6	Water Valve or similar cover adjustment	Estimated 25 each: \$ 100.00 /Each	\$ 2,500.00
425-7	Manhole Ring Adjustment	Estimated 25 each: \$ 200.00 /Each	\$ 5,000.00
TOTAL FOR GROUP V			\$ 385,000.00

Company Name: The Middlesex Corporation



IFB-602096-14/BJC - Pavement Management Program

FOB Items > Materials Only

Group VI: Asphalt Materials (materials only)

Pay Item No.	Description	FOB Plant	FOB Job Site	Sum of Extended Cost
6-1	SP-12.5 Hot Mix Asphaltic Concrete (Section 334)	Estimated 1000 Tons \$ 52.00 /Ton Total: \$ 52,000.00	Estimated 200 Tons \$ 62.50 /Ton Total: \$ 12,500.00	\$ 64,500.00
6-2	SP-9.5 Hot Mix Asphaltic Concrete (Section 334)	Estimated 1000 Tons \$ 55.00 /Ton Total: \$ 55,000.00	Estimated 200 Tons \$ 64.00 /Ton Total: \$ 12,800.00	\$ 67,800.00
6-3	SP-4.75 Hot Mix Asphaltic Concrete (Section 334)	Estimated 1000 Tons \$ 70.00 /Ton Total: \$ 70,000.00	Estimated 1000 Tons \$ 85.00 /Ton Total: \$ 85,000.00	\$ 155,000.00
6-4	Superpave Asphalt Concrete FC-12.5 > Granite Aggregate (with PG 76-22) (Section 337)	Estimated 200 Tons \$ 10.00 /Ton Total: \$ 2,000.00	Estimated 200 Tons \$ 105.00 /Ton Total: \$ 21,000.00	\$ 23,000.00
6-5	Superpave Asphalt Concrete FC-9.5 > Granite Aggregate (with PG 76-22) (Section 337)	Estimated 200 Tons \$ 90.00 /Ton Total: \$ 18,000.00	Estimated 200 Tons \$ 105.00 /Ton Total: \$ 21,000.00	\$ 39,000.00
6-6	Asphalt Milling Material	Estimated 500 Tons \$ 25.00 /Ton Total: \$ 12,500.00	Estimated 500 Tons \$ 35.00 /Ton Total: \$ 17,500.00	\$ 30,000.00
6-7	Tack Type RS-1/RS-2	Estimated 1000 Gallons \$ 3.50 /Gal Total: \$ 3,500.00		\$ 3,500.00
TOTAL FOR GROUP VI				\$ 398,800.00

Asphalt can be S-I or S-III Marshall Mix at Seminole County Approval.

Company Name: The Middlesex Corporation



Group VII: Earthwork

IFB-602096-14/BJC - Pavement Management Program

Pay Item No.	Description	0-1499 SY	1500 SY and Over	Sum of Extended Cost
160-4	Type B Stabilization -12" LBR 40	Estimated 1000 SY: \$ 25.00 /SY Total: \$ 25,000.00	Estimated 3000 SY: \$ 18.50 /SY Total: \$ 55,500.00	\$ 80,500.00
285-701	Base Group 01 (Limerock LBR 100)	Estimated 1000 SY: \$ 25.50 /SY Total: \$ 25,500.00	Estimated 1500 SY: \$ 18.00 /SY Total: \$ 27,000.00	\$ 52,500.00
285-706	Base Group 06 (Limerock LBR 100)	Estimated 1000 SY: \$ 30.00 /SY Total: \$ 30,000.00	Estimated 1500 SY: \$ 22.00 /SY Total: \$ 33,000.00	\$ 63,000.00
285-709-A	Base Group 09 (Limerock LBR 100)	Estimated 1000 SY: \$ 32.00 /SY Total: \$ 32,000.00	Estimated 3000 SY: \$ 26.00 /SY Total: \$ 78,000.00	\$ 110,000.00
285-709-B	Base Group 09 (6" Type B-12.5)	Estimated 1000 SY: \$ 65.00 /SY Total: \$ 65,000.00	Estimated 4000 SY: \$ 39.00 /SY Total: \$ 156,000.00	\$ 221,000.00
577-70	Shoulder Rework	Estimated 1000 SY: \$ 20.00 /SY Total: \$ 20,000.00	Estimated 3000 SY: \$ 12.50 /SY Total: \$ 37,500.00	\$ 57,500.00
Pay Item No.	Description	0-1000 CY	1001 CY and Over	Sum of Extended Cost
120-1	Regular Excavation	Estimated 1000 CY: \$ 35.00 /CY Total: \$ 35,000.00	Estimated 2500 CY: \$ 25.00 /CY Total: \$ 62,500.00	\$ 97,500.00
120-6	Embankment	Estimated 1000 CY: \$ 55.00 /CY Total: \$ 55,000.00	Estimated 2500 CY: \$ 38.00 /CY Total: \$ 95,000.00	\$ 150,000.00
TOTAL FOR GROUP VII				\$ 832,000.00

Company Name: The Middlesex Corporation

TAX EXEMPTION NUMBERS
 FLORIDA SALES: 85-8013708974C-0
 FEDERAL SALES/USE: 59-6000856

Board of County Commissions
 Seminole County, Florida

PURCHASE ORDER

ORDER NUMBER:

NOTE: ALL PACKAGES SUPPLIERS MUST REFER TO THE PURCHASE ORDER NUMBER

EXHIBIT A

EXHIBIT B

ORDER TYPE
 ORDER DATE
 REQ. NUMBER
 ANALYST
 VENDOR NUMBER

PURCHASING AND CONTRACTS DIVISION
 130 EAST SECOND STREET
 SANFORD FLORIDA 32771
 PHONE: (407) 885-7116 / FAX: (407) 885-7056

DELIVERY

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE

REQUESTING DEPT/DIV

TOTAL AMOUNT

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:
 CLERK - B.C.C. FINANCE DIVISION
 POST OFFICE BOX 8080
 SANFORD, FL 32772-0869
 Accts. Payable Inquiries - Phone (407) 865-7681

PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE
 for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2014

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 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).

PRODUCER First Niagara Risk Management, Inc 726 Exchange Street Suite 900 Buffalo NY 14210		CONTACT NAME: Christian Ruiz PHONE (A/C No. Ext): (716) 819-5500 FAX (A/C No.): (716) 819-5140 E-MAIL ADDRESS: christian.ruiz@fnrm.com	
INSURED The Middlesex Corporation 1 Spectacle Pond Road Littleton MA 01460		INSURER(S) AFFORDING COVERAGE INSURER A: Nat'l Union Fire Ins Co of Pitt NAIC# 19445 INSURER B: New Hampshire Ins Co 23841 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 14-15 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 3,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7267135	7/1/2014	7/1/2015	MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> XCU Included					PERSONAL & ADV INJURY \$ 1,000,000	
	<input checked="" type="checkbox"/> Contractual Liability					GENERAL AGGREGATE \$ 6,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 6,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$	
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>	3500763 - MA	7/1/2014	7/1/2015	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3500764 - FL			PROPERTY DAMAGE (Per accident) \$
							Physical Damage \$ ACV
	UMBRELLA LIAB	<input type="checkbox"/>				EACH OCCURRENCE \$	
	EXCESS LIAB	<input type="checkbox"/>				AGGREGATE \$	
	DED	RETENTION \$				\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		018962583	7/1/2014	7/1/2015	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Term Contract for Pavement; Management; Program Services; IFB-602096-14/BJC; Seminole County, FL TMC Job #48300. Board of County Commissions, Seminole County is an Additional Insured on a primary and non-contributory basis in regard to the above Liability policies when required by executed written contract. 30-Day Notice of Cancellation, except for non-payment, applies in favor of the certificate holder.

CERTIFICATE HOLDER enichols@seminolecountyfl. Board of County Commissioners Seminole County Purchasing & Contracts Division 1301 East Second Street Sanford, FL 32771	CANCELLATION 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 Michael Bonetto/CRUIZ <i>[Signature]</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p>ANY ENTITY YOU ARE REQUIRED IN A WRITTEN "INSURED CONTRACT" (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>ANY ENTITY YOU ARE REQUIRED IN A WRITTEN "INSURED CONTRACT" (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ENDORSEMENT

This endorsement, effective **12:01 A.M.** 07/01/14 forms a part of Policy No. 7267135

ANY ENTITY YOU ARE REQUIRED IN A WRITTEN
issued to "INSURED CONTRACT" (HEREINAFTER CALLED
ADDITIONAL INSURED) TO NAME AS AN INSURED
by National Union Fire Insurance Co.

ADDITIONAL INSURED - PRIMARY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY COVERAGE FORM

Section IV, Commercial General Liability Conditions, paragraph 4., Other Insurance, subparagraph a. Primary Insurance, is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.



Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 7/01/2014 forms a part of

policy No. 3500763 - MA / 3500764 - FL issued to THE MIDDLESEX CORPORATION

by National Union Fire Ins Co, of Pittsburgh, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 7/01/2014 forms a part of

policy No. 3500763 - MA / 3500764 - FL issued to THE MIDDLESEX CORPORATION

by National Union Fire Ins Co, of Pittsburgh, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.


Authorized Representative or
Countersignature (in States Where
Applicable)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 7/01/2014 forms a part of Policy No. WC 018962583

Issued to The Middlesex Corporation

By NEW HAMPSHIRE INSURANCE COMPANY

Premium INCLUDED

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

Orange County Board of County Commissioners
Purchasing & Contracts Division
400 E. South Street
Orlando, FL 32801

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington.

WC 00 03 13
(Ed. 04/84)

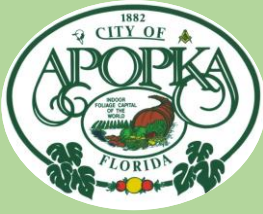
Countersigned by _____



Authorized Representative

Backup material for agenda item:

7. Authorize an Interlocal Agreement with Orange County for the transfer of jurisdiction of East Sandpiper Street.



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER:

MEETING OF: September 6, 2017
 FROM: Public Services
 EXHIBITS: Agreement

SUBJECT: INTERLOCAL AGREEMENT BETWEEN THE CITY OF APOPKA AND ORANGE COUNTY FOR THE TRANSFER OF JURISDICTION OF EAST SANDPIPER STREET FROM USTLER ROAD TO NORTH THOMPSON ROAD

REQUEST: AUTHORIZE THE MAYOR OR HIS DESIGNEE TO SIGN THE INTERLOCAL AGREEMENT

SUMMARY:

On June 7, 2017, City Council approved the Final Development Plan/Plat for Sandpiper Road Subdivision. The approved plan contains improvements that require the City of Apopka to obtain jurisdiction for the right-of-way and drainage ponds in the area of Sandpiper Road. During the plan review process, the developer and City staff worked out the best option for moving and maintaining existing roadway ponds and incorporating these ponds into the subdivision. The construction is delayed until the City obtains jurisdiction over the ponds and right-of-way.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Authorize the Mayor or his designee to execute the Interlocal Agreement between the City of Apopka and Orange County for the transfer of jurisdiction of East Sandpiper Street from Ustler Road to North Thompson Road.

DISTRIBUTION

Mayor Kilsheimer	Finance Director	Public Services Director
Commissioners	HR Director	Recreation Director
City Administrator	IT Director	City Clerk
Community Development Director	Police Chief	Fire Chief

INTERLOCAL AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

CITY OF APOPKA, FLORIDA

regarding

**TRANSFER OF JURISDICTION OF
EAST SANDPIPER STREET FROM USTLER ROAD TO
NORTH THOMPSON ROAD**

Approved by the Orange County
Board of County Commissioners
_____, 2017

Approved by the City of Apopka
City Council
_____, 2017

INTERLOCAL AGREEMENT
between
ORANGE COUNTY, FLORIDA
and
CITY OF APOPKA, FLORIDA
regarding
TRANSFER OF JURISDICTION OF
EAST SANDPIPER STREET FROM USTLER ROAD TO
NORTH THOMPSON ROAD

THIS INTERLOCAL AGREEMENT is made and entered into by and between **Orange County, Florida**, a Charter County and political subdivision of the State of Florida (“County”), and the **City of Apopka, Florida**, a municipal corporation created and existing under the laws of the State of Florida (“City”).

RECITALS

WHEREAS, the County has authority pursuant to Section 125.01, Florida Statutes, to enter into agreements;

WHEREAS, the City has authority pursuant Section 166.021, Florida Statutes, to enter into agreements;

WHEREAS, the County and the City have authority pursuant to Section 163.01, Florida Statutes, to enter into interlocal agreements;

WHEREAS, all roads which are open and available for use by the public and dedicated to public use, according to law or by prescription, are declared to be and established as, pursuant to Section 335.01(1), Florida Statutes, public roads;

WHEREAS, a “road” is defined by Section 334.03(22), Florida Statutes, as “a way open

to travel by the public, including, but not limited to, a street, highway, or alley. The term includes associated sidewalks, the roadbed, the right-of-way, and all culverts, drains, sluices, ditches, water storage areas, waterways, embankments, slopes, retaining walls, bridges, tunnels, and viaducts. . . .”;

WHEREAS, the term “road” as defined by Section 334.03(22), Florida Statutes, also implicitly includes, curbs, guardrails, landscaping, and traffic control devices (such as signals and signs) within the right-of-way;

WHEREAS, according to Section 335.01(2), Florida Statutes, public roads are divided into the following four systems: (1) the “county road system”; (2) the “city street system”; (3) the “State Highway System”; and (4) the “State Park Road System”;

WHEREAS, the “county road system” is defined by Section 334.03(8), Florida Statutes, as “all collector roads in the unincorporated areas of a county and all extensions of such collector roads into and through any incorporated areas, all local roads in the unincorporated areas, and all urban minor arterial roads not in the State Highway System”;

WHEREAS, the “city street system” is defined by Section 334.03(3), Florida Statutes, as “all local roads within a municipality, and all collector roads inside that municipality, which are not in the county road system”;

WHEREAS, pursuant to Section 335.0415(2), Florida Statutes, any change of the jurisdiction of a public road after July 1, 1995, that is a part of a county road system or a city street system is governed by Section 335.0415, Florida Statutes;

WHEREAS, pursuant to Section 335.0415(3), Florida Statutes, subsequent to July 1, 1995, public roads within the respective road systems of a county or a city may be transferred

between those jurisdictions only by mutual agreement of those local governmental entities;

WHEREAS, the City desires to own (or accept dedication of, whatever the case may be), maintain, control, and have responsibility over the portion of the local road known as East Sandpiper Street from the easterly right-of-way line of Ustler Road to the westerly right-of-way line of North Thompson Road, including the culvert thereunder, along with three drainage easements and a portion of a fourth drainage easement serving that segment of East Sandpiper Street;

WHEREAS, the City also desires to accept an assignment of, and maintain, control, and have responsibility over, those three drainage easements and the portion of the fourth drainage easement;

WHEREAS, this Interlocal Agreement is solely intended to address the transfer of such road, or segment thereof, including the three drainage easements and the portion of the fourth drainage easement, from the County road system to the City street system;

WHEREAS, except as provided under Section 2.E, this Interlocal Agreement is not intended to apply and shall not be construed as applying to the subject of which party has jurisdiction to control traffic along such road (see Section 316.006, Florida Statutes); and

WHEREAS, this Interlocal Agreement is not intended to apply and shall not be construed as applying to the subject of which law enforcement authority has jurisdiction to enforce traffic laws along such road (see Section 316.640, Florida Statutes).

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

- 1. Recitals.** The foregoing recitals are true and correct and are hereby incorporated

herein by reference.

2. Transfer of Jurisdiction of East Sandpiper Street; Scope; Torts; Powers; Other.

A. Transfer of Jurisdiction. The County hereby transfers to the City, and the City hereby accepts and acknowledges jurisdiction over the following: **(1)** the portion of the County local road known as East Sandpiper Street from the easterly right-of-way line of Ustler Road to the westerly right-of-way line of North Thompson Road, including the culvert thereunder; **(2)** the three drainage easements associated with that segment of East Sandpiper Street, recorded in Official Records Book 1771, Pages 472-473, Official Records Book 5203, Pages 4061-4063, and Official Records Book 5152, Pages 24-27; and **(3)** the portion of a fourth drainage easement associated with that segment of East Sandpiper Street, recorded in Official Records Book 1771, Pages 470-471, lying south of the East Sandpiper Street right-of-way (collectively, “East Sandpiper Street”).

B. Scope. The City’s jurisdiction over East Sandpiper Street means the authority and responsibility to maintain, control, repair, or improve such road, as the term “road” is defined by Section 334.03(22), Florida Statutes, and to regulate, warn, or guide traffic on such road, regardless of any future alteration, realignment, construction, extension, widening, or renaming of such road. East Sandpiper Street is therefore henceforth deemed to be part of the “City street system” for purposes of operation and maintenance.

C. Torts. Pursuant to Section 337.29(3), Florida Statutes, to the extent that sovereign immunity has been waived, liability for torts for East Sandpiper Street shall be in the City.

D. Powers. Also pursuant to Section 337.29(3), except as may be otherwise provided by law or this Interlocal Agreement, the City shall have the same governmental, corporate, and proprietary powers with relation to East Sandpiper Street that the City has with relation to other public roads and rights-of-way within the City, except as may be otherwise provided by this Interlocal Agreement.

E. Alteration of Traffic; On Street Parking; Reduction in Speed Limits; Weight Limits; Road Closure; Vacation. Unless having first applied for and obtained permission from the Board of County Commissioners, which permission may be withheld in the Board's discretion, the City shall not:

(1) alter, modify or regulate traffic on East Sandpiper Street, or any portion thereof, in such a manner as will reduce or otherwise impede the flow of traffic on East Sandpiper Street (for example, through traffic calming devices, speed humps, speed bumps, or roundabouts);

(2) reduce the current speed limit of 40 miles per hour for East Sandpiper Street, or any portion thereof;

(3) establish weight limits or prohibit or restrict certain types of traffic (for example, truck traffic) on East Sandpiper Street, or any portion thereof;

(4) close or barricade East Sandpiper Street, or any portion thereof, to vehicular traffic, other than temporarily for road maintenance, road repair, accidents, or miscellaneous special events, such as road races; or

(5) vacate any portion of East Sandpiper Street.

3. Dedication and Acceptance; Deed; Vesting of Title.

A. Dedication and Acceptance. For East Sandpiper Street, or any portion thereof, that was heretofore dedicated and that the County heretofore accepted, the County hereby dedicates East Sandpiper Street, and any portion thereof, to the City, and the City hereby accepts such dedication.

B. Deed; Vesting of Title. The County shall execute, record (at the City's expense) and deliver a County deed in favor of the City substantially in the form attached hereto as **Exhibit "A,"** for any portion of East Sandpiper Street in which the County holds, or may hold, fee title or a property interest, as specifically described in the legal descriptions and sketches of description attached to **Exhibit "A"** as **Appendix "A."** Upon the recording of the County deed and **Appendix "A"** thereto, title and property interest in East Sandpiper Street shall vest in the City pursuant to Section 337.29(3), Florida Statutes.

C. Assignment of Drainage Easements. Furthermore, the County shall execute, record (at the City's expense) and deliver a County assignment of drainage easements in favor of the City substantially in the form attached hereto as **Exhibit "B,"** for the three drainage easements recorded in Official Records Book 1771, Pages 472-473, Official Records Book 5203, Pages 4061-4063, and Official Records Book 5152, Pages 24-27, and the portion of the fourth drainage easement recorded in Official Records Book 1771, Pages 470-471, lying south of the East Sandpiper Street right-of-way (not lying north of such right-of-way).

4. Annexation. Within nine (9) months after the effective date of this Interlocal Agreement, the City shall undertake and complete all necessary or required proceedings and hearings to annex East Sandpiper Street, or any portions thereof, that have not been annexed

prior to the effective date of this Interlocal Agreement.

5. Miscellaneous.

A. Validity. The County and the City each represents, warrants, and covenants to and with the other its respective authority and power under Florida law to enter into this Interlocal Agreement, acknowledges the validity and enforceability of this Interlocal Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The County and the City each hereby represents, warrants and covenants to and with the other that this Interlocal Agreement has been validly approved by its respective governing body, and that this Interlocal Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

B. Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Interlocal Agreement and have had the benefit of consultation with their respective legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

C. Headings. The headings or captions of sections or subsections used in this Interlocal Agreement are merely for the convenience of the parties for reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Interlocal Agreement.

D. Severability. The provisions of this Interlocal Agreement are declared by the parties to be severable only to the extent that the remaining provisions can effectuate the

purpose and intent of the parties.

E. Governing Law; Venue; Attorney's Fees and Costs.

(1) This Interlocal Agreement shall be governed by and construed in accordance with laws of the State of Florida.

(2) Venue for any action arising out of or related to this Interlocal Agreement shall be in the Circuit Court for the Ninth Judicial Circuit in Orange County, Florida.

(3) In the event a party deems it necessary to take legal action to enforce any provisions of this Interlocal Agreement, each party shall bear its own attorney's fees and costs at both the trial and appellate levels.

F. Entire Agreement. This Interlocal Agreement, along with any exhibits, constitutes the entire Agreement between the parties regarding the subject matter hereof. Any prior oral or written agreements or understandings of any kind between the parties relating to the subject matter hereof are null and void and of no further effect.

G. Amendments. This Interlocal Agreement may be amended only by express written instrument approved by the Board of County Commissioners of the County and the City Council of the City, and executed by the authorized officers of each party.

H. Counterparts. This Interlocal Agreement and any amendments thereto may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

I. Notices. Any notice required to be given or otherwise given by one party to the other party shall be in writing and shall be deemed delivered when given by hand delivery; five (5) days after being deposited in the United States Mail, postage prepaid, certified or

registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows:

If to the County: Director, Orange County Public Works Department
4200 South John Young Parkway
Orlando, Florida 32839
Facsimile: (407) 836-7716

With a copy to: County Attorney
Orange County Administration Center
201 South Rosalind Avenue
Orlando, Florida 32802
Facsimile: (407) 836-5888

If to the City: City Administrator
City of Apopka
120 E. Main St.
Apopka, Florida 32703
Facsimile: (407) 703-1705

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified. Either party may change its designated official or address for receipt of notice by giving notice of such change to the other party in the manner provided in this section.

5. Effective Date. This Interlocal Agreement shall become effective on the date of execution by the County or the date of execution by the City, whichever date is later.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year indicated below.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs, Mayor

Date: _____, 2017

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

CITY of APOPKA, FLORIDA
By: City Council

By: _____
Joe Kilsheimer, Mayor

Date: _____, 2017

ATTEST:

By: _____
Linda F. Goff, City Clerk

Backup material for agenda item:

8. Authorize a utility service area territorial boundary agreement between the City and Orange County.



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER:

MEETING OF: September 6, 2017
 FROM: Public Services
 EXHIBITS: Amended Agreement
 Schedule "A" Sewer
 Schedule "A" Water
 & Reclaimed Water

SUBJECT: SECOND AMENDMENT TO THE CITY OF APOPKA/ORANGE COUNTY AMENDED AND RESTATED WATER, WASTEWATER AND RECLAIMED WATER TERRITORIAL AGREEMENT

Request: AUTHORIZE THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO THE CITY OF APOPKA/ORANGE COUNTY AMENDED AND RESTATED WATER, WASTEWATER AND RECLAIMED WATER TERRITORIAL AGREEMENT

SUMMARY:

On October 20, 2004, the City Council approved the original Agreement that outlined the territorial boundary of the utility service area for water, wastewater and reclaimed water. This amended Agreement slightly modifies the existing boundary. Both the City of Apopka and Orange County staffs have reviewed and agree to these changes.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Authorize the Mayor to execute the Second Amendment to the City of Apopka/Orange County Amended and Restated Water, Wastewater and Reclaimed Water Territorial Agreement.

DISTRIBUTION

Mayor Kilsheimer	Finance Director	Public Services Director
Commissioners	HR Director	Recreation Director
City Administrator	IT Director	City Clerk
Community Development Director	Police Chief	Fire Chief

**SECOND AMENDMENT TO CITY OF APOPKA/ORANGE COUNTY
AMENDED AND RESTATED
WATER, WASTEWATER AND RECLAIMED WATER TERRITORIAL AGREEMENT**

THIS SECOND AMENDMENT TO CITY OF APOPKA/ORANGE COUNTY AMENDED AND RESTATED WATER, WASTEWATER AND RECLAIMED WATER TERRITORIAL AGREEMENT (the “Second Amendment”) is made and entered into as of the date of last execution below, by and between **CITY OF APOPKA**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is P.O. Drawer 1229, Apopka, Florida 32704-1229, hereinafter referred to as the “CITY” and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida, 32801 hereinafter referred to as the “COUNTY.” The CITY and the COUNTY may also hereinafter be referred to collectively as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, the CITY and the COUNTY entered into the City of Apopka/Orange County Amended and Restated Water, Wastewater and Reclaimed Water Territorial Agreement (hereinafter “Territorial Agreement”) on December 16, 2004; and

WHEREAS, the CITY and the COUNTY also entered into the First Amendment to the City of Apopka/Orange County Amended and Restated Water, Wastewater and Reclaimed Water Territorial Agreement (hereinafter “First Amendment”) on March 21, 2006; and

WHEREAS, the CITY and the COUNTY desire to modify and alter the Territorial Boundary as defined in the Territorial Agreement, in accordance with the provisions set forth herein; and

WHEREAS, the Parties have agreed upon a revised territorial boundary line (hereinafter “Modified Territorial Boundary”) encompassing an area hereinafter referred to as the “City Territorial Area.”

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the CITY and the COUNTY, hereby agree as follows:

SECTION 1. RECITALS INCORPORATED

All the recitals contained herein are true and correct, and are incorporated herein and made a part of this Second Amendment by this reference.

SECTION 2. MODIFICATIONS TO THE CITY’S TERRITORIAL AREA.

The Exhibit “A” to the Territorial Agreement is hereby deleted in its entirety, and the new Modified **Exhibit “A,”** attached hereto and incorporated herein, shall become part of the Territorial Agreement. The Modified Territorial Boundary supersedes all prior modifications to the territorial boundary, whether by oral or written agreement, heretofore in effect between the CITY and the COUNTY.

SECTION 3. AGREEMENT IN FULL FORCE. Except as expressly modified herein, the Territorial Agreement, as amended by the First Amendment, remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the CITY and COUNTY have below caused this Second Amendment to be executed in manner and form and by persons and/or officers thereunto duly authorized.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Print: _____

Date: _____

Attest:

CITY OF APOPKA, FLORIDA

Linda F. Goff, City Clerk

Mayor

Date: _____

Approved as to form and reliance
for the benefit of the City:

City Attorney

SCHEDULE "A"

PURPOSE : SEWER SERVICE AREA

Description :

A portion of Township 20 South, Range 27 East, a portion of Township 20 South, Range 28 East, a portion of Township 21 South, Range 27 East and a portion of Township 21 South, Range 28 East, Orange County, Florida being more particularly described as follows :

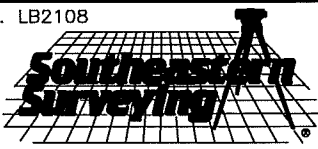
Begin at the Northwest corner of said Township 20 South, Range 27 East, Orange County, Florida; thence East along the North line of said Township 20 South to a point on the North - South Mid Section line of Section 04, Township 20 South, Range 27 East; thence South along said North - South Mid Section line to a point on the North line of the S 1/2 of the SE 1/4 of said Section 04; thence East along said North line of the S 1/2 of the SE 1/4 to a point on the East line of said Section 04; thence South along the East line of said Section 04 to a point on the South line of said Section 04; thence West along the South line of said Section 04 to a point on the West line of the NE 1/4 of the NE 1/4 of Section 9, Township 20 South, Range 27 East; thence South along the West line of said NE 1/4 of the NE 1/4 to a point on the South line of the N 3/4 of said NE 1/4 of the NE 1/4 of said Section 09; thence East along said South line and along the South line of the N 3/4 of the NW 1/4 of the NW 1/4 of Section 10, Township 20 South, Range 27 East to a point on the West line of the East 1/2 of the NW 1/4 of said Section 10; thence South along the West line of said East 1/2 of the NW 1/4 and along the West line of the East 1/2 of the SW 1/4 of said Section 10 to a point on the South line of the North 1/2 of the NE 1/4 of the SW 1/4 of said Section 10; thence East along the South line of said North 1/2 of the NE 1/4 of the SW 1/4 to a point on the North - South Mid Section line of said Section 10; thence North along said North - South Mid Section line to a point on the South line of the NW 1/4 of the NE 1/4 of said Section 10; thence East along the South line of said NW 1/4 of the NE 1/4 to a point on the East line of said NW 1/4 of the NE 1/4; thence North along the East line of said NW 1/4 of the NE 1/4 and along the East line of the SW 1/4 of the SE 1/4 of Section 03, Township 20 South, Range 27 East to a point on the North line of the SW 1/4 of the SE 1/4 of said Section 03, thence West along the North line of said SW 1/4 of the SE 1/4 to a point on the North - South Mid Section line of said Section 03, Township 20 South, Range 27 East; thence North along said North - South Mid Section line to a point on the North line of said Township 20 South, Range 27 East; thence East along the North line of said Township 20 South, Range 27 East and along the North line of Township 20 South, Range 28 East to a point on the East line of Parcel 2 in Township 20 South, Range 28 East as described in Official Records Book 9158, Page 119, Public Records of Orange County, Florida; thence Southerly along the East line of said Parcel 2 to a point on the South line of Section 04, Township 20 South, Range 28 East, Orange County, Florida;

Description continued on Sheet 1 B

SURVEYORS NOTES

- Bearings shown hereon are based on the North line of Township 20 South, Range 27 East, Orange County, Florida being an assumed bearing of East.
- I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 5J-17.050-.052 requirements.
- Not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper.
 REVISED : 11-17-2014 REVISED : 12-17-2014 REVISED : 05-04-2017
 REVISED : 09-09-2014 REVISED : 09-22-2014 REVISED : 01-24-2017

REVISED : 07-07-2017
 NOT VALID WITHOUT
 SHEETS 1 B-3

DESCRIPTION FOR City of Apopka, Florida	Date: 06/11/2010 KR		CERT. NO. LB2108 55039008
	Job No.: 55039	Scale: 1" = 20'	 SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8580 fax(407)292-0141 email: info@southeasternsurveying.com
	REVISED : 06-24-2014 REVISED : 03-04-2014 CH. 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. REVISED : 01-18-2014		
	SHEET 1 OF 3 SEE SHEETS 2 - 3 FOR SKETCH		
		GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4245	150

SCHEDULE A
SEWER SERVICE AREA

Description continued from Sheet 1 :

thence East along the South line of said Section 04 and along the South line of Section 03 of said Township 20 South, Range 28 East to a point on the waters of Rock Springs Run thence Southerly along said waters to a point on the East - West Mid Section line of Section 10 of said Township 20 South, Range 28 East; thence East along the East - West Mid Section line of said Section 10 to a point on the West line of the E 1/2 of the SE 1/4 of said Section 10; thence South along the West line of said E 1/2 of the SE 1/4 to a point on the waters of said Rock Springs Run; thence Southeasterly and Southwesterly along said waters to a point on said West line of the E 1/2 of the SE 1/4; thence South along said West line and along the West line of the NE 1/4 of the NE 1/4 of Section 15 of said Township 20 South, Range 28 East to a point on the North line of the SW 1/4 of the NE 1/4 of said Section 15; thence West along the North line of said SW 1/4 of the NE 1/4 and along the North line of the SE 1/4 of the NW 1/4 of said Section 15 to a point on the West line of said SE 1/4 of the NW 1/4 of Section 15; thence South along the West line of the SE 1/4 of the NW 1/4 of Section 15 and along the East line of the N 1/2 of the NW 1/4 of the SW 1/4 of said Section 15 to a point on the South line of said N 1/2 of the NW 1/4 of the SW 1/4; thence West along the South line of said N 1/2 of the NW 1/4 of the SW 1/4 to a point on the West line of said Section 15; thence South along the West line of said Section 15 to a point on the North line of the NW 1/4 of Section 22 of said Township 20 South, Range 28 East; thence East along the North line of said NW 1/4 of Section 22 to a point on the West line of the E 3/4 of said Section 22; thence South along said West line of the E 3/4 of Section 22 to a point on the North line of the NW 1/4 of Section 27 of said Township 20 South, Range 28 East; thence East along the North line of the NW 1/4 of said Section 27 and along the North line of the NE 1/4 of said Section 27 to a point on the East line of the W 1/2 of the NE 1/4 of said Section 27; thence South along the East line of the W 1/2 of the NE 1/4 of Section 27 and along the East line of the NW 1/4 of the SE 1/4 of said Section 27 to a point on the North line of the SW 1/4 of the SE 1/4 of said Section 27; thence West along the North line of said SW 1/4 of the SE 1/4 and along the North line of the SE 1/4 of the SW 1/4 of said Section 27 to a point on the West line of said SE 1/4 of the SW 1/4 of the SW 1/4 of said Section 27; thence South along the West line of said SE 1/4 of the SW 1/4 and along the East line of the NW 1/4 of the NW 1/4 of Section 34 of said Township 20 South, Range 28 East to a point on the South line of the NE 1/4 of the NW 1/4 of said Section 34; thence East along said South line of the NE 1/4 of the NW 1/4 of said Section 34 to a point on the North - South mid section line of said Section 34; thence North along said North - South mid section line of Section 34 to a point on the North line said Section 34; thence East along said North line of Section 34 to a point on the East line of said Section 34; thence South along said East line of Section 34 to the North line of the SE 1/4 of the NE 1/4 of said Section 34; thence West along said North line of said SE 1/4 of the NE 1/4 of the NE 1/4 of Section 34; thence South along said SE 1/4 of the NE 1/4 of Section 34 to a point on the North right of way line of Welch Road per Plat Book 31, Page 12, Public Records of Orange County, Florida; thence East along the North right of way line of said Welch Road to a point on the West right of way line of Thompson Road per Plat Book 20, Page 37 and Plat Book 26, Page 33, Public Records

continued on Sheet 1 C

NOTE :

NOT VALID WITHOUT SHEETS 1 & 1 C-3

REVISED : 07-07-2017
REVISED : 05-04-2017
REVISED : 01-24-2017
REVISED : 12-17-2014
REVISED : 11-17-2014
REVISED : 09-22-2014
REVISED : 09-09-2014
REVISED : 06-24-2014
REVISED : 03-04-2014
REVISED : 01-15-2014
DRAWING NO. : 55039008
JOB NO. : 55039
DATE : 06/11/2010
SHEET 1 B OF 3
See Sheet 1 for Description



SOUTHEASTERN SURVEYING & MAPPING CORP.
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
Cert. No. LB-2108
email: info@southeasternsurveying.com

SCHEDULE A
SEWER SERVICE AREA

Description continued from Sheet 1 B :

of Orange County, Florida; thence South along the West right of way line of said Thompson Road to a point on the South line of the N 1/2 of the SE 1/4 of the NW 1/4 of Section 02, Township 21 South, Range 28 East, Orange County, Florida; thence East along the South line of said N 1/2 of the SE 1/4 of the NW 1/4 to a point on the North - South mid section line of said Section 02; thence South along said North - South mid section line of Section 02 to a point on the South right of way line of Votaw Road per Plat Book " Y ", Page 14, Public Records of Orange County, Florida; thence East along the South right of way line of said Votaw Road to a point on the West line of the E 1/2 of the NE 1/4 of Section 11, Township 21 South, Range 28 East, Orange County, Florida; thence South along the West line of said E 1/2 of the NE 1/4 and along the West line of the E 1/2 of the SE 1/4 of said Section 11 to a point on the West right of way line of Otter Lane per Plat Book " V ", Page 123, Public Records of Orange County, Florida; thence South along the West right of way line of said Otter Lane and a Southerly projection thereof to a point on the South right of way line of State Road No. 436 per Florida Department of Transportation right of way map Section 75120-1506, dated July 1994; thence East along the South right of way line of said State Road No. 436 to a point on the West line of lands described in Official Records Book 3303, Page 1959, Public Records of Orange County, Florida; thence South along the West line of said lands to a point on the South line of said lands; thence East along the South line of said lands to a point on the West right of way line of Piedmont-Wekiwa Springs Road per Orange County right of way maps dated 04-19-1989; thence Southerly along said West right of way line to a point on the South line of Section 12, Township 21 South, Range 28 East, Orange County, Florida; thence East along the South line of said Section 12 to a point on the East right of way line of said Piedmont-Wekiwa Springs Road; thence South along said East right of way line to a point on the North line of lands described in Official Records Book 6012, Page 3092, Public Records of Orange County, Florida; thence East along the North line of said lands to a point on the East line of said lands; thence Southerly along the East line of said lands and along a Southerly projection thereof to a point on the North line of Piedmont Lakes Phase One per Plat Book 19 Page 42, Public Records of Orange County, Florida; thence Easterly along the North line of said Piedmont Lakes Phase One to a point on the East line of Section 13, Township 21 South, Range 28 East, Orange County, Florida; thence South along the East line of said Section 13 to a point on the North line of Lot 10, Bear Lake Highlands Acres per Plat Book 3, Page 144, Public Records of Orange County, Florida; thence West along the North line of said Lot 10 to a point on the East right of way line of Highlands Acres Drive as shown on said plat; thence Southerly along the East right of way line of said Highland Acres Drive to a point on the North right of way line of Concourse Road as shown on said plat; thence West along the North right of way line of said Concourse Road to a point on the East right of way line of Wheeler Road per Plat Book 3, Page 39, Public Records of Orange County, Florida; thence South along the East right of way line of said Wheeler Road to a point on the North line of Lot 1 as shown on said plat of Bear Lake Highlands First Addition per Plat Book 3, Page 39; thence East along the North line of said Lot 1 to a point on the East line of said Lot 1; thence South along said East line to a point on the South line of said Lot 1; thence West along said South line to a point on the East right of way line of Wheeler Road per Plat Book " X ", Page 71, Public Records of Orange County, Florida; thence South along the East right of way line of said Wheeler Road to a point on a Easterly projection of the Southerly line of Piedmont Lake Estates as recorded in Plat Book 20, Pages 123 through 125, Public Records of Orange County, Florida; thence West along said Easterly projection and along the Southerly line of said Piedmont Lake Estates to a point on the East line of Lots 14 through 18 as shown on said plat; thence South along the East line of said Lots 14 through 18 to a point on the South line of Lots 13 and 14 as shown on said plat; thence West along the South line of said Lots 13 and 14 to a point on the West line of said Lot 13; thence Northerly along the West line

continued on Sheet 1 D

REVISED : 05-04-2017
REVISED : 01-24-2017
REVISED : 12-17-2014
REVISED : 11-17-2014
REVISED : 09-22-2014
REVISED : 09-09-2014
REVISED : 06-24-2014
REVISED : 03-04-2014
REVISED : 01-15-2014 REVISED : 07-07-2017
DRAWING NO. : 55039008
JOB NO. : 55039 NOTE :
DATE : 06/11/2010
SHEET 1 C OF 3
See Sheet 1 for Description NOT VALID WITHOUT SHEETS 1-1 B & 1 D-3



SOUTHEASTERN SURVEYING & MAPPING CORP.
8500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
Cert. No. 1B-2108
email: info@southeasternsurveying.com

SCHEDULE A
SEWER SERVICE AREA

Description continued from Sheet 1 C :

of said Lot 13 to a point on the South line of lands described in Official Records Book 6646, Page 3986, Public Records of Orange County, Florida; thence Northwesterly along the South line of said lands to a point on the West line of said lands; thence Northeasterly along the West line of said lands to a point on the North line of Lot 12 as shown on said plat of Piedmont Lake Estates; thence East along the North line of said Lot 12 to a point on the West line of lands described in Official Records Book 9280, Pages 4817 through 4818, Public Records of Orange County, Florida; thence Northerly along the West line of lands described in said Official Records Book 9280, Pages 4817 through 4818 to a point on a Westerly projection of the South line of Tract " C " as shown on said plat of Piedmont Lake Estates; thence West along the Westerly projection of the South line of said Tract " C " to a point on the North - South Mid section line of said Section 13, Township 21 South, Range 28 East; thence South along the North - South Mid section line of said Section 13 and along the North - South Mid section line of Section 24, Township 21 South, Range 28 East to a point on the North line of lands described in Official Records Book 8509, Pages 3127 through 3130, Public Records of Orange County, Florida; thence East along the North line of said lands to a point on the East line of said lands; thence South along the East line of said lands to a point on a Westerly projection of the North line of North 441 Industrial Park as recorded on Plat Book 10, Page 61, Public Records of Orange County, Florida; thence East along said Westerly projection and along the North line of said North 441 Industrial Park to a point on the East line of the NW 1/4 of the NE 1/4 of said Section 24; thence South along the East line of said NW 1/4 of the NE 1/4 and along the East line of the SW 1/4 of the NE 1/4 of said Section 24 to a point on the Northwesterly line of lands described in Official Records Book 7202, Pages 1660-1661, Public Records of Orange County, Florida; thence Southwesterly along the Northwesterly line of said lands to a point on the North right of way line of U. S. Highway No. 441 as shown on said plat; thence Southeasterly along the North right of way line of said U. S. Highway No. 441 to a point on a Northeasterly projection of the East line of lands described in Official Records Book 3965, Page 2198, Public Records of Orange County, Florida; thence Southwesterly along said Northeasterly projection and along the East line of lands described in said Official Records Book 3965, Page 2198 to a point on the East - West Mid section line of said Section 24; thence West along the East - West Mid section line of said Section 24 to a point on the Easterly right of way line of County Road No. 424 per Orange County right of way map for Hiawassee Road dated March 25, 1996; thence Southeasterly along said Easterly right of way line of County Road No. 424 to a point on a Northeasterly projection of the East line of lands described in Official Records Book 6473, Pages 5803 through 5804, Public Records of Orange County, Florida; thence Southwesterly along said Northeasterly projection and along the East line of lands described in said Official Records Book 6473, Pages 5803 through 5804 to a point on the East line of the NW 1/4 of the SW 1/4 of said Section 24; thence North along the East line of said NW 1/4 of the SW 1/4 to a point on the East - West Mid section line of said Section 24; thence West along the East - West Mid section line of Section 24 to a point on the Westerly right of way line of Hiawassee Road per Orange County right of way map for Hiawassee Road dated March 25, 1996; thence Southwesterly and Northwesterly along the Westerly right of way line of said Hiawassee Road

continued on Sheet 1 E

NOTE :

NOT VALID WITHOUT SHEETS 1-1 C & 1 E-3

REVISED : 07-07-2017
REVISED : 05-04-2017
REVISED : 01-24-2017
REVISED : 12-17-2014
REVISED : 11-17-2014
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REVISED : 09-09-2014
REVISED : 06-24-2014
REVISED : 03-04-2014
REVISED : 01-15-2014
DRAWING NO. : 55039008
JOB NO. : 55039
DATE : 06/11/2010
SHEET 1 D OF 3
See Sheet 1 for Description



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SCHEDULE A
SEWER SERVICE AREA

Description continued from Sheet 1 D :

to a point on the South line of Surrey Park as recorded in Plat Book 25, Pages 41 through 42, Public Records of Orange County, Florida; thence West along the South line of said Surrey Park to a point on the Northeasterly right of way line of the S.A.L. Railroad as shown on said Orange County right of way map for Hiwassee Road; thence Southwesterly to the intersection of the Southwesterly right of way line of said S.A.L. Railroad and the West line of said Section 24; thence South along the West line of said Section 24 to a point on the South line of Section 23, Township 21 South, Range 28 East; thence South along the East line of Section 26, Township 21 South, Range 28 East to a point on the South line of the NE 1/4 of the NE 1/4 of said Section 26; thence West along the South line of the NE 1/4 of the NE 1/4 of said Section 26 to a point on the East right of way line of Lakeville Road per Official Records Book 4301, Page 3737, Public Records of Orange County, Florida; thence North along the East right of way line of said Lakeville Road to a point on the South line of said Section 23; thence West along the South line of said Section 23 to a point on the East line of the SW 1/4 of the SW 1/4 of the SE 1/4 of said Section 23; thence North along the East line of said SW 1/4 of the SW 1/4 of the SE 1/4 to a point on the North right of way line of Grove Street per Plat Book " O ", Page 115, Public Records of Orange County, Florida; thence West along the North Right of way line of said Grove Street and along the North right of way line of Keene Road per the Orlando-Orange County Expressway Authority right of way map for State Road No. 414, Project No. 414-210, dated October 31, 2006 to a point on a Northerly projection of the East line of the NW 1/4 of the NE 1/4 of said Section 27; thence South along said Northerly projection and along the East line of said NW 1/4 of the NE 1/4 to a point on the South line of said NW 1/4 of the NE 1/4; thence West along the South line of said NW 1/4 of the NE 1/4 to a point on the East right of way line of County Road No. 435 as shown on said Orlando-Orange County Expressway Authority right of way map for State Road No. 414, Project No. 414-210; thence Northerly along said East right of way line to a point on the North right of way line of said Keene Road; thence West along said North right of way line to a point on a Northerly projection of the East line of the NW 1/4 of the NW 1/4 of Section 27, Township 21 South, Range 28 East, Orange County, Florida; thence South along said Northerly projection and along the East line of said NW 1/4 of the NW 1/4 of Section 27 to a point on the South line of said NW 1/4 of the NW 1/4 of Section 27, Township 21 South, Range 28 East; thence West along the South line of said NW 1/4 of the NW 1/4 of Section 27 and along the South line of the NE 1/4 of the NE 1/4 of Section 28, Township 21 South, Range 28 East, Orange County, Florida to a point on the East line of the SW 1/4 of the NE 1/4 of said Section 28; thence South along the East line of said SW 1/4 of the NE 1/4 and along the East line of the NW 1/4 of the SE 1/4 of said Section 28 to a point on the South line of said NW 1/4 of the SE 1/4; thence West along the South line of said NW 1/4 of the SE 1/4 to a point on the East right of way line of McQueen Road per Official Records Book 6024, Pages 3121 through 3122; thence North along the East right of way line of said McQueen Road to a point on the South line of the NW 1/4 of the NW 1/4 of the NE 1/4 of said Section 28; thence East along the South line of said NW 1/4 of the NW 1/4 of the NE 1/4 to a point on the West line of the E 1/2 of said NW 1/4 of the NW 1/4 of the NE 1/4; thence North along the West line of said E 1/2 of the NW 1/4 of the NW 1/4 of the NE 1/4 to a point on the South right of way line of Keene Road as described in Official Records Book 6492, Pages 5643 through 5646, Public Records of Orange County, Florida; thence West along the South right of way line of said Keene Road to a point on the East line of the NW 1/4 of

continued on Sheet 1 F

REVISED : 07-07-2017
REVISED : 05-04-2017
REVISED : 01-24-2017
REVISED : 12-17-2014
REVISED : 11-17-2014
REVISED : 09-22-2014
REVISED : 09-09-2014
REVISED : 06-24-2014
REVISED : 03-04-2014
REVISED : 01-15-2014
DRAWING NO. : 55039008
JOB NO. : 55039
DATE : 06/11/2010
SHEET 1 E OF 3
See Sheet 1 for Description

NOTE :

NOT VALID WITHOUT SHEETS 1-1 D & 1 F-3



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SCHEDULE A
SEWER SERVICE AREA

Description continued from Sheet 1 E :

the NW 1/4 of said Section 28; thence South along the East line of said NW 1/4 of the NW 1/4 to a point on the South line of said NW 1/4 of the NW 1/4; thence West along the South line of said NW 1/4 of the NW 1/4 and along the South line of the NE 1/4 of the NE 1/4 of Section 29, Township 21 South, Range 28 East to a point on the West line of the NE 1/4 of the NE 1/4 of said Section 29; thence North along the West line of said NE 1/4 of the NE 1/4 to a point on the South right of way line of said Keene Road; thence West along the South right of way line of said Keene Road to a point on the East line of the W 1/2 of the NW 1/4 of said Section 29; thence South along the East line of said W 1/2 of the NW 1/4 and along the East line of the W 1/2 of the SW 1/4 of said Section 29 to a point on the South right of way line of Hill Drive per Plat Book " O ", Pages 31 through 33, Public Records of Orange County, Florida; thence West along the South right of way line of said Hill Drive to a point on the West line of said Section 29; thence North along the West line of said Section 29 to a point on the North line of lands described in Official Records Book 9996, Pages 2409 through 2410, Public Records of Orange County, Florida; thence West along the North line of lands described in said Official Records Book 9996, Pages 2409 through 2410 to a point on the East right of way line of Ocoee-Apopka Road per Orlando-Orange County Expressway Authority right of way map for State Road No. 429, Project No. 75320-6460-604 dated February 1997; thence Northwesterly to a point on the West right of way line of said Ocoee-Apopka Road; thence South along said West right of way line to a point on the North right of way line of Beach Avenue as shown on the plat of Lake Apopka Beach Second Addition as recorded in Plat Book " T ", Page 106, Public Records of Orange County, Florida; thence West along the North right of way line of said Beach Avenue to a point on the East line of Lot 37, Block A as shown on said plat of Lake Apopka Beach Second Addition; thence North along the East line of said Lot 37, Block A to a point on the North line of said Lot 37; thence West along the North line of Lots 24 through 37 of said Block A to a point on a Northerly projection of the West line of said Lot 24, Block A; thence North along the Northerly projection of the West line of said Lot 24, Block A to a point on the North line of said Lake Apopka Beach Second Addition; thence West along the North line of said Lake Apopka Second Addition to a point on the East line of the W 1/2 of the SE 1/4 of Section 30, Township 21 South, Range 28 East; thence South along the East line of said W 1/2 of the SE 1/4 to a point on the South line of Lot 19, George W. Anderson Subdivision as recorded in Plat Book " A ", Page 6, Public Records of Orange County, Florida; thence West along the South line of said Lot 19 to a point on the East line of Lot 20 as shown on said George W. Anderson Subdivision; thence North along the East line of said Lot 20 and along the East line of Lot 17 as shown on said George W. Anderson Subdivision to a point on the North line of the South 130.00 feet of said Lot 17; thence West along the North line of the South 130.00 feet of said Lot 17 and along a Westerly projection thereof to a point on the West line of said Range 27 East; thence North along the West line of said Range 27 East to the Point of Beginning.

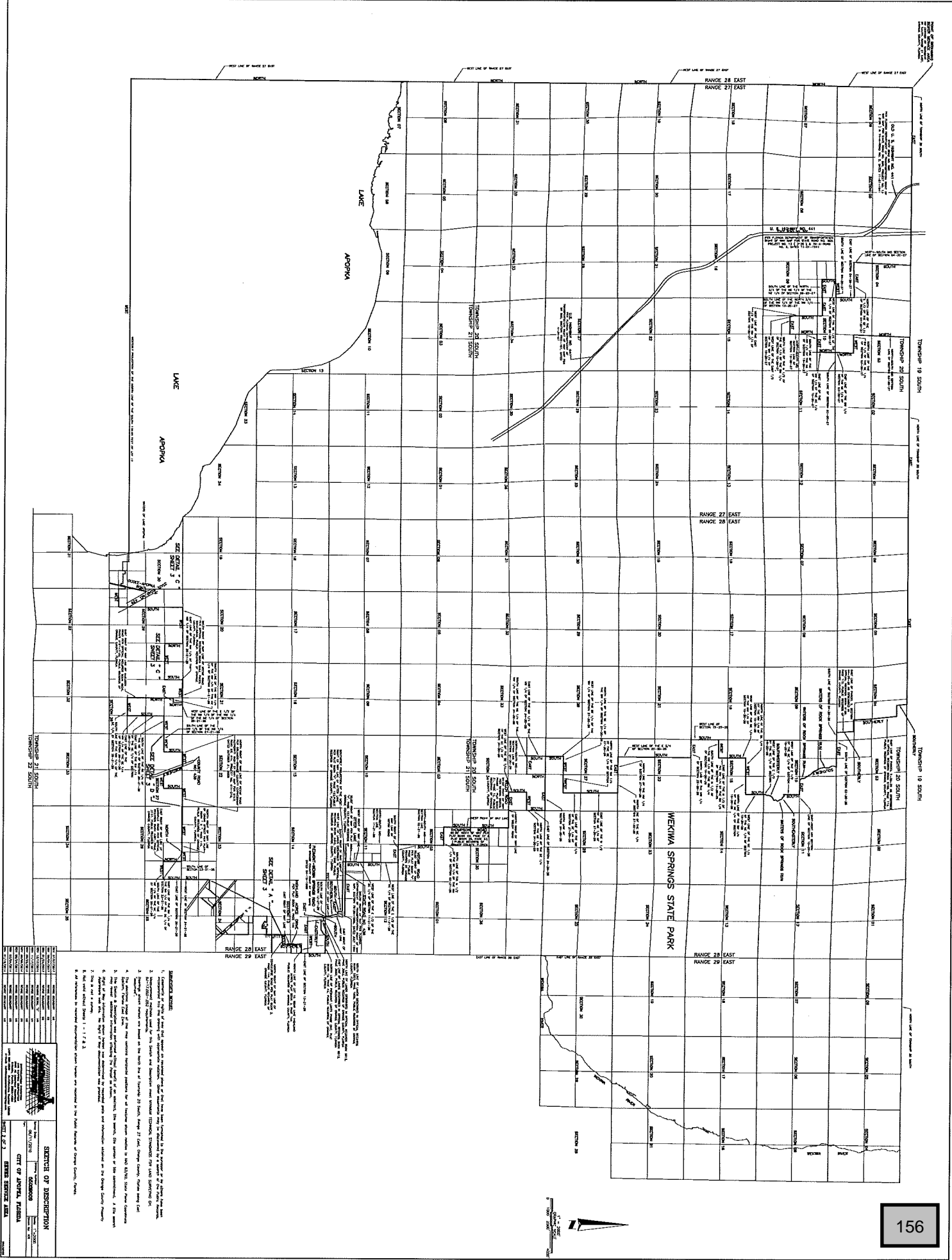
NOTE :

NOT VALID WITHOUT SHEETS 1-1 E & 2-3

REVISED : 07-07-2017
REVISED : 05-04-2017
REVISED : 01-24-2017
REVISED : 12-17-2014
REVISED : 11-17-2014
REVISED : 09-22-2014
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REVISED : 03-04-2014
REVISED : 01-15-2014
DRAWING NO. : 55039008
JOB NO. : 55039
DATE : 06/11/2010
SHEET 1 F OF 3
See Sheet 1 for Description



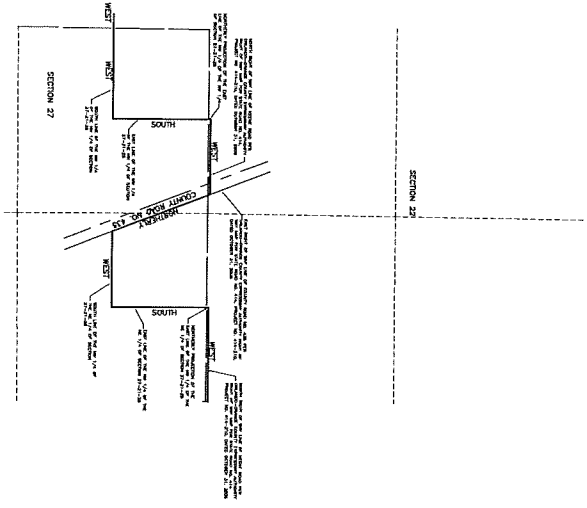
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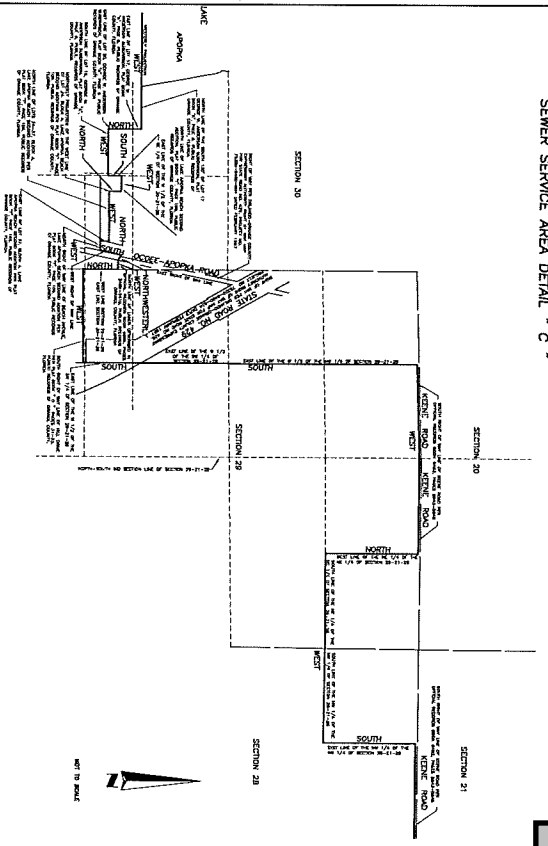
SECTION OF DESCRIPTION	
SECTION	1
TOWNSHIP	19 SOUTH
RANGE	26 EAST
CITY	JOPLIN, MISSOURI
DATE	1911
BY	EDWIN S. BROWN

- REMARKS:**
1. This map was prepared by the City Engineer, Joplin, Missouri, from a plan filed for record on the 10th day of August, 1911, by the City Engineer, Joplin, Missouri, and is a true and correct copy of the same as the same appears on the original plan filed for record.
 2. The boundaries and areas shown on this map were obtained from the original plan filed for record.
 3. The names of the owners of the land shown on this map were obtained from the original plan filed for record.
 4. The names of the owners of the land shown on this map were obtained from the original plan filed for record.
 5. The names of the owners of the land shown on this map were obtained from the original plan filed for record.
 6. The names of the owners of the land shown on this map were obtained from the original plan filed for record.
 7. The names of the owners of the land shown on this map were obtained from the original plan filed for record.
 8. The names of the owners of the land shown on this map were obtained from the original plan filed for record.

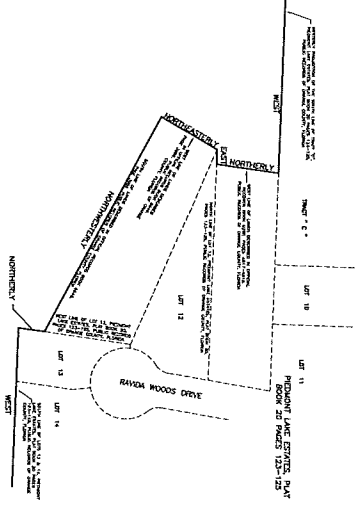
SEWER SERVICE AREA DETAIL " D "



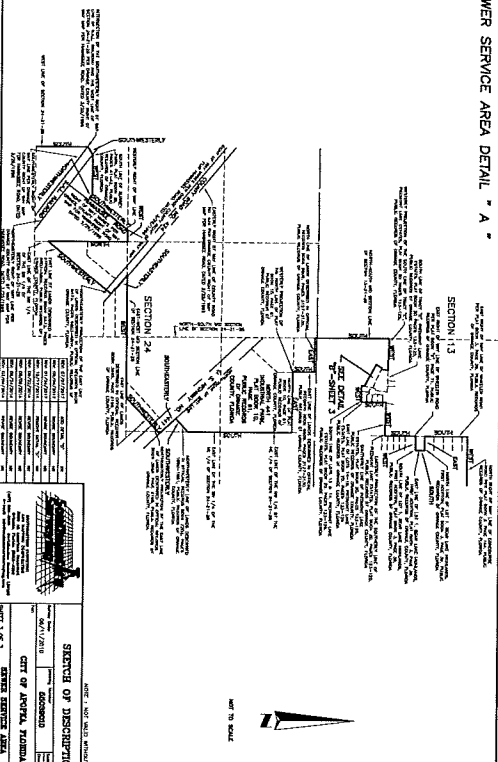
SEWER SERVICE AREA DETAIL " C "



SEWER SERVICE AREA DETAIL " B "



SEWER SERVICE AREA DETAIL " A "



STATE OF TEXAS
COUNTY OF TARRANT
CITY OF AUSTIN, TEXAS
SEWER SERVICE AREA

SECTION OF DISCUSSION

DATE: MAY 2010

SCALE: AS SHOWN

PROJECT: SEWER SERVICE AREA

SCHEDULE "A"

PURPOSE : POTABLE WATER &
RECLAIMED SERVICE AREA

Description :


A portion of Township 20 South, Range 27 East, a portion of Township 20 South, Range 28 East. a portion of Township 21 South, Range 27 East and a portion of Township 21 South, Range 28 East, Orange County, Florida being more particularly described as follows :

Begin at the Northwest corner of Section 19 of said Township 20 South, Range 27 East; thence East along the North line of said Section 19 and along the North line of Section 20 of said Township 20 South, Range 27 East to a point on the West line of Section 16, Township 20 South, Range 27 East; thence North along the West line of said Section 16 to a point on the East - West Mid section line of said Section 16; thence East along said East - West Mid section line of Section 16 to a point on the Westerly right of way line of U. S. Highway No. 441 (State Road No. 500) per the Florida Department of Transportation right of way map for State Road No. 500, Project No. 13 (3126) & 74-A-Road No. 2, dated November 01, 1941; thence Northwesterly along said Westerly right of way line to a point on the North line of said Section 16; thence East along the North line of said Section 16 to a point on the North - South Mid section line of Section 9, Township 20 South, Range 27 East; thence North along said North - South Mid section line of Section 9 to a point on the North line of the S 1/2 of the NW 1/4 of the NE 1/4 of said Section 9; thence East along said North line of the S 1/2 of the NW 1/4 of the NE 1/4 of Section 9 to a point on the West line of the NE 1/4 of the NE 1/4 of Section 9, Township 20 South, Range 27 East; thence South along said West line of said NE 1/4 of the NE 1/4 to a point on the South line of the N 3/4 of said NE 1/4 of the NE 1/4; thence East along said South line and along the South line of the N 3/4 of the NW 1/4 of the NW 1/4 of Section 10, Township 20 South, Range 27 East to a point on the West line of the East 1/2 of the NW 1/4 of said Section 10; thence South along the West line of said East 1/2 of the NW 1/4 and along the West line of the East 1/2 of the SW 1/4 of said Section 10 to a point on the South line of the North 1/2 of the NE 1/4 of the SW 1/4 of said Section 10; thence East along the South line of said North 1/2 of the NE 1/4 of the SW 1/4 to a point on the North - South Mid Section line of said Section 10; thence North along said North - South Mid Section line to a point on the South line of the NW 1/4 of the NE 1/4 of said Section 10; thence East along the South line of said NW 1/4 of the NE 1/4 to a point on the East line of said NW 1/4 of the NE 1/4; thence North along the East line of said NW 1/4 of the NE 1/4 and along the East line of the SW 1/4 of the SE 1/4 of Section 3, Township 20 South, Range 27 East to a point on the North line of the SW 1/4 of the SE 1/4 of said Section 3, thence West along the North line of said SW 1/4 of the SE 1/4 to a point on the North - South Mid Section line of said Section 3, Township 20 South, Range 27 East; thence North along said North - South Mid Section line to a point on the North line of said Township 20 South, Range 27 East; thence East along the

Description continued on Sheet 1 B

SURVEYORS NOTES

- Bearings shown hereon are based on the North line of Township 20 South, Range 27 East, Orange County, Florida being an assumed bearing of East.
- I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 5J-17.050-.052 requirements.
- Not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper.
 REVISED : 12-17-2014 REVISED : 01-24-2017 REVISED : 05-04-2017 REVISED : 07-10-2017
 REVISED : 06-24-2014 REVISED : 09-09-2014 REVISED : 09-22-2014 NOT VALID WITHOUT SHEETS 1 B-3

DESCRIPTION FOR City of Apopka, Florida	Date: 06/11/2010 KR		CERT. NO. LB2108 55039011
	Job No.: 55039	Scale: 1" = 20'	 SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8580 fax(407)292-0141 email: info@southeasternsurveying.com
	REVISED : 04-29-2014 REVISED : 03-04-2014 CH. 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. REVISED : 01-18-2014		
	SHEET 1 OF 3 SEE SHEETS 2 - 3 FOR SKETCH		GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4245

SCHEDULE A

POTABLE WATER & RECLAIMED SERVICE AREA

Description continued from Sheet 1 :

North line of said Township 20 South, Range 27 East and along the North line of Township 20 South, Range 28 East to a point on the East line of Parcel 2 in said Township 20 South, Range 28 East as described in Official Records Book 9158, Page 119, Public Records of Orange County, Florida; thence Southerly along the East line of said Parcel 2 to a point on the South line of Section 04, Township 20 South, Range 28 East, Orange County, Florida; thence East along the South line of said Section 04 and along the South line of Section 03 of said Township 20 South, Range 28 East to a point on the waters of Rock Springs Run thence Southerly along said waters to a point on the East - West Mid Section line of Section 10 of said Township 20 South, Range 28 East; thence East along the East - West Mid Section line of said Section 10 to a point on the West line of the E 1/2 of the SE 1/4 of said Section 10; thence South along the West line of said E 1/2 of the SE 1/4 to a point on the waters of said Rock Springs Run; thence Southeasterly and Southwesterly along said waters to a point on said West line of the E 1/2 of the SE 1/4; thence South along said West line and along the West line of the NE 1/4 of the NE 1/4 of Section 15 of said Township 20 South, Range 28 East to a point on the North line of the SW 1/4 of the NE 1/4 of said Section 15; thence West along the North line of said SW 1/4 of the NE 1/4 and along the North line of the SE 1/4 of the NW 1/4 of said Section 15 to a point on the West line of said SE 1/4 of the NW 1/4 of Section 15; thence South along the West line of the SE 1/4 of the NW 1/4 of Section 15 and along the East line of the N 1/2 of the NW 1/4 of the SW 1/4 of said Section 15 to a point on the South line of said N 1/2 of the NW 1/4 of the SW 1/4; thence West along the South line of said N 1/2 of the NW 1/4 of the SW 1/4 to a point on the West line of said Section 15; thence South along the West line of said Section 15 to a point on the North line of the NW 1/4 of Section 22 of said Township 20 South, Range 28 East; thence East along the North line of said NW 1/4 of Section 22 to a point on the West line of the E 3/4 of said Section 22; thence South along said West line of the E 3/4 of Section 22 to a point on the North line of the NW 1/4 of Section 27 of said Township 20 South, Range 28 East; thence East along the North line of the NW 1/4 of said Section 27 and along the North line of the NE 1/4 of said Section 27 to a point on the East line of the W 1/2 of the NE 1/4 of said Section 27; thence South along the East line of the W 1/2 of the NE 1/4 of Section 27 and along the East line of the NW 1/4 of the SE 1/4 of said Section 27 to a point on the North line of the SW 1/4 of the SE 1/4 of said Section 27; thence West along the North line of said SW 1/4 of the SE 1/4 and along the North line of the SE 1/4 of the SW 1/4 of said Section 27 to a point on the West line of said SE 1/4 of the SW 1/4 of said Section 27; thence South along the West line of said SE 1/4 of the SW 1/4 and along the East line of the NW 1/4 of the NW 1/4 of Section 34 of said Township 20 South, Range 28 East to a point on the South line of the NE 1/4 of the of the NW 1/4 of said Section 34; thence East along said South line of the NE 1/4 of the NW 1/4 of said Section 34 to a point on the North - South mid section line of said Section 34; thence North along said North - South mid section line of Section 34 to a point on the North line said Section 34; thence East along said North line of Section 34 to a point on the East line of said Section 34; thence South along said East line of Section 34 to the North line of the SE 1/4 of the NE 1/4 of said Section 34; thence West along said North line of said SE 1/4 of the NE 1/4 to the West line of said SE 1/4 of the NE 1/4 of Section 34; thence South along the West line of said SE 1/4 of the NE 1/4 of Section 34 to a point on the North right of way line of Welch Road per Plat Book 31, Page 12, Public Records of Orange County, Florida; thence East along the North right of way line of said Welch Road to a point on the West right of way line of Thompson Road per Plat Book 20, Page 37 and Plat Book 26, Page 33, Public Records

continued on Sheet 1 C

REVISED : 07-10-2017
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REVISED : 01-24-2017
REVISED : 12-17-2014
REVISED : 09-22-2014
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REVISED : 06-24-2014
REVISED : 04-29-2014
REVISED : 03-04-2014
REVISED : 01-15-2014
DRAWING NO. : 55039011
JOB NO. : 55039
DATE : 06/11/2010
SHEET 1 B OF 3
See Sheet 1 for Description

NOTE :

NOT VALID WITHOUT SHEETS 1 & 1 C-3



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SCHEDULE A

POTABLE WATER & RECLAIMED SERVICE AREA

Description continued from Sheet 1 B :

of Orange County, Florida; thence South along the West right of way line of said Thompson Road to a point on the South line of the N 1/2 of the SE 1/4 of the NW 1/4 of Section 02, Township 21 South, Range 28 East, Orange County, Florida; thence East along the South line of said N 1/2 of the SE 1/4 of the NW 1/4 to a point on the North - South mid section line of said Section 02; thence South along said North - South mid section line of Section 02 to a point on the South right of way line of Votaw Road per Plat Book " Y ", Page 14, Public Records of Orange County, Florida; thence East along the South right of way line of said Votaw Road to a point on the West line of the E 1/2 of the NE 1/4 of Section 11, Township 21 South, Range 28 East, Orange County, Florida; thence South along the West line of said E 1/2 of the NE 1/4 and along the West line of the E 1/2 of the SE 1/4 of said Section 11 to a point on the West right of way line of Otter Lane per Plat Book " V ", Page 123, Public Records of Orange County, Florida; thence South along the West right of way line of said Otter Lane and a Southerly projection thereof to a point on the South right of way line of State Road No. 436 per Florida Department of Transportation right of way map Section 75120-1506, dated July 1994; thence East along the South right of way line of said State Road No. 436 to a point on the West line of lands described in Official Records Book 3303, Page 1959, Public Records of Orange County, Florida; thence South along the West line of said lands to a point on the South line of said lands; thence East along the South line of said lands to a point on the West right of way line of Piedmont-Wekiwa Springs Road per Orange County right of way maps dated 04-19-1989; thence Southerly along said West right of way line to a point on the South line of said Section 12 to a point on the East line of Section 13, Township 21 South, Range 28 East, Orange County, Florida; thence South along the East line of said Section 13 to a point on the North line of Lot 10, Bear Lake Highlands Acres per Plat Book 3, Page 144, Public Records of Orange County, Florida; thence West along the North line of said Lot 10 to a point on the East right of way line of Highlands Acres Drive as shown on said plat; thence Southerly along the East right of way line of said Highland Acres Drive to a point on the North right of way line of Concourse Road as shown on said plat; thence West along the North right of way line of said Concourse Road to a point on the East right of way line of Wheeler Road per Plat Book 3, Page 39, Public Records of Orange County, Florida; thence South along the East right of way line of said Wheeler Road to a point on the North line of Lot 1 as shown on said plat of Bear Lake Highlands First Addition; thence East along the North line of said Lot 1 to a point on the East line of said Lot 1; thence South along said East line to a point on the South line of said Lot 1; thence West along said South line to a point on the East right of way line of Wheeler Road per Plat Book " X ", Page 71, Public Records of Orange County, Florida; thence South along the East right of way line of said Wheeler Road to a point on a Easterly projection of the Southerly line of Piedmont Lake Estates as recorded in Plat Book 20, Pages 123 through 125, Public Records of Orange County, Florida; thence West along said Easterly projection and along the Southerly line of said Piedmont Lake Estates to a point on the East line of Lots 14 through 18 as shown on said plat; thence South along the East line of said Lots 14 through 18 to a point on the South line of Lots 13 and 14 as shown on said plat; thence West along the South line of said Lots 13 and 14 to a point on the West line of said Lot 13; thence Northerly along the West line

continued on Sheet 1D

NOTE :

NOT VALID WITHOUT SHEETS 1-1 B & 1 D-3

REVISED : 07-10-2017
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REVISED : 01-24-2017
REVISED : 12-17-2014
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REVISED : 01-15-2014

DRAWING NO. : 55039011

JOB NO. : 55039

DATE : 06/11/2010

SHEET 1 C OF 3

See Sheet 1 for Description



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SCHEDULE A

POTABLE WATER & RECLAIMED SERVICE AREA

Description continued from Sheet 1 C :

of said Lot 13 to a point on the South line of lands described in Official Records Book 6646, Page 3986, Public Records of Orange County, Florida; thence Northwesterly along the South line of said lands to a point on the West line of said lands; thence Northeasterly along the West line of said lands to a point on the North line of Lot 12 as shown on said plat of Piedmont Lake Estates; thence East along the North line of said Lot 12 to a point on the West line of lands described in Official Records Book 9280, Pages 4817 through 4818, Public Records of Orange County, Florida; thence Northerly along the West line of lands described in said Official Records Book 9280, Pages 4817 through 4818 to a point on a Westerly projection of the South line of Tract " C " as shown on said plat of Piedmont Lake Estates; thence West along the Westerly projection of the South line of said Tract " C " to a point on the North - South Mid section line of said Section 13, Township 21 South, Range 28 East; thence South along the North - South Mid section line of said Section 13 and along the North - South Mid section line of Section 24, Township 21 South, Range 28 East to a point on the North line of lands described in Official Records Book 8509, Pages 3127 through 3130, Public Records of Orange County, Florida; thence East along the North line of said lands to a point on the East line of said lands; thence South along the East line of said lands to a point on a Westerly projection of the North line of North 441 Industrial Park as recorded on Plat Book 10, Page 61, Public Records of Orange County, Florida; thence East along said Westerly projection and along the North line of said North 441 Industrial Park to a point on the East line of the NW 1/4 of the NE 1/4 of said Section 24; thence South along the East line of said NW 1/4 of the NE 1/4 and along the East line of the SW 1/4 of the NE 1/4 of said Section 24 to a point on the Northwesterly line of lands described in Official Records Book 7202, Pages 1660-1661, Public Records of Orange County, Florida; thence Southwesterly along the Northwesterly line of said lands to a point on the North right of way line of U. S. Highway No. 441 as shown on said plat; thence Southeasterly along the North right of way line of said U. S. Highway No. 441 to a point on a Northeasterly projection of the East line of lands described in Official Records Book 3965, Page 2198, Public Records of Orange County, Florida; thence Southwesterly along said Northeasterly projection and along the East line of lands described in said Official Records Book 3965, Page 2198 to a point on the East - West Mid section line of said Section 24; thence West along the East - West Mid section line of said Section 24 to a point on the Easterly right of way line of County Road No. 424 per Orange County right of way map for Hiawasse Road dated March 25, 1996; thence Southeasterly along said Easterly right of way line of County Road No. 424 to a point on a Northeasterly projection of the East line of lands described in Official Records Book 6473, Pages 5803 through 5804, Public Records of Orange County, Florida; thence Southwesterly along said Northeasterly projection and along the East line of lands described in said Official Records Book 6473, Pages 5803 through 5804 to a point on the East line of the NW 1/4 of the SW 1/4 of said Section 24; thence North along the East line of said NW 1/4 of the SW 1/4 to a point on the East - West Mid section line of said Section 24; thence West along the East - West Mid section line of Section 24 to a point on the Westerly right of way line of Hiawasse Road per Orange County right of way map for Hiawasse Road dated March 25, 1996; thence Southwesterly and

continued on Sheet 1 E

NOTE :

NOT VALID WITHOUT SHEETS 1-1 C & 1 E-3

REVISED : 07-10-2017
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SHEET 1 D OF 3
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SCHEDULE A

POTABLE WATER & RECLAIMED SERVICE AREA

Description continued from Sheet 1 D :

Northwesterly along the Westerly right of way line of said Hiawassee Road to a point on the South line of Surrey Park as recorded in Plat Book 25, Pages 41 through 42, Public Records of Orange County, Florida; thence West along the South line of said Surrey Park to a point on the Northeasterly right of way line of the S.A.L. Railroad as shown on said Orange County right of way map for Hiawassee Road; thence Southwesterly to the intersection of the Southwesterly right of way line of said S.A.L. Railroad and the West line of said Section 24; thence South along the West line of said Section 24 to a point on the South line of Section 23, Township 21 South, Range 28 East; thence South along the East line of Section 26, Township 21 South, Range 28 East to a point on the South line of the NE 1/4 of the NE 1/4 of said Section 26; thence West along the South line of the NE 1/4 of the NE 1/4 of said Section 26 to a point on the East right of way line of Lakeville Road per Official Records Book 4301, Page 3737, Public Records of Orange County, Florida; thence North along the East right of way line of said Lakeville Road to a point on the South line of said Section 23; thence West along the South line of said Section 23 to a point on the East line of the SW 1/4 of the SW 1/4 of the SE 1/4 of said Section 23; thence North along the East line of said SW 1/4 of the SW 1/4 of the SE 1/4 to a point on the North right of way line of Grove Street per Plat Book " O ", Page 115, Public Records of Orange County, Florida; thence West along the North Right of way line of said Grove Street and along the North right of way line of Keene Road per the Orlando-Orange County Expressway Authority right of way map for State Road No. 414, Project No. 414-210, dated October 31, 2006 to a point on a Northerly projection of the East line of the NW 1/4 of the NE 1/4 of said Section 27; thence South along said Northerly projection and along the East line of said NW 1/4 of the NE 1/4 to a point on the South line of said NW 1/4 of the NE 1/4; thence West along the South line of said NW 1/4 of the NE 1/4 to a point on the East right of way line of County Road No. 435 as shown on said Orlando-Orange County Expressway Authority right of way map for State Road No. 414, Project No. 414-210; thence Northerly along said East right of way line to a point on the North right of way line of said Keene Road; thence West along said North right of way line to a point on a Northerly projection of the East line of the NW 1/4 of the NW 1/4 of Section 27, Township 21 South, Range 28 East, Orange County, Florida; thence South along said Northerly projection and along the East line of said NW 1/4 of the NW 1/4 of Section 27 to a point on the South line of said NW 1/4 of the NW 1/4 of Section 27, Township 21 South, Range 28 East; thence West along the South line of said NW 1/4 of the NW 1/4 of Section 27 and along the South line of the NE 1/4 of the NE 1/4 of Section 28, Township 21 South, Range 28 East, Orange County, Florida to a point on the East line of the SW 1/4 of the NE 1/4 of said Section 28; thence South along the East line of said SW 1/4 of the NE 1/4 and along the East line of the NW 1/4 of the SE 1/4 of said Section 28 to a point on the South line of said NW 1/4 of the SE 1/4; thence West along the South line of said NW 1/4 of the SE 1/4 to a point on the East right of way line of McQueen Road per Official Records Book 6024, Pages 3121 through 3122; thence North along the East right of way line of said McQueen Road to a point on the South line of the NW 1/4 of the NW 1/4 of the NE 1/4 of said Section 28; thence East along the South line of said NW 1/4 of the NW 1/4 of the NE 1/4 to a point on the West line of the E 1/2 of said NW 1/4 of the NW 1/4 of the NE 1/4; thence North along the West line of said E 1/2 of the NW 1/4 of the NW 1/4 of the NE 1/4 to a point on the South right of way line of Keene Road as described in Official Records Book 6492, Pages 5643 through 5646, Public Records of Orange County, Florida; thence West along the South right of way line of said Keene Road to a point on the East line of the NW 1/4 of the NW 1/4 of said Section 28; thence South

continued on Sheet 1 F

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REVISED : 09-22-2014
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REVISED : 03-04-2014
REVISED : 01-15-2014
DRAWING NO. : 55039011
JOB NO. : 55039
DATE : 06/11/2010
SHEET 1 E OF 3
See Sheet 1 for Description

NOTE :

NOT VALID WITHOUT SHEETS 1-1 D & 1 F-3



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SCHEDULE A

POTABLE WATER & RECLAIMED SERVICE AREA

Description continued from Sheet 1 E :

along the East line of said NW 1/4 of the NW 1/4 to a point on the South line of said NW 1/4 of the NW 1/4; thence West along the South line of said NW 1/4 of the NW 1/4 and along the South line of the NE 1/4 of the NE 1/4 of Section 29, Township 21 South, Range 28 East to a point on the West line of the NE 1/4 of the NE 1/4 of said Section 29; thence North along the West line of said NE 1/4 of the NE 1/4 to a point on the South right of way line of said Keene Road; thence West along the South right of way line of said Keene Road to a point on the East line of the W 1/2 of the NW 1/4 of said Section 29; thence South along the East line of said W 1/2 of the NW 1/4 and along the East line of the W 1/2 of the SW 1/4 of said Section 29 to a point on the North line of the South 150.00 feet of the W 1/2 of the NE 1/4 of the SW 1/4 of said Section 29; thence East along the North line of said South 150.00 feet to a point on the East line of said W 1/2 of the NE 1/4 of the SW 1/4; thence South along said East line of the W 1/2 of the NE 1/4 of the SW 1/4 to a point on the South line of said NE 1/4 of the SW 1/4; thence East along said South line of the NE 1/4 of the SW 1/4 to a point on the North - South Mid Section line of said Section 29; thence South along said North - South Mid Section line to a point on the South line of the N 1/2 of the SE 1/4 of said SW 1/4; thence West along said South line of the N 1/2 of the SE 1/4 of the SW 1/4 to a point on the East right of way line of State Road No. 429 per Orlando-Orange County Expressway Authority right of way map for State Road No. 429, Project No. 75320-6460-604 dated February 1997; thence Northerly along the East right of way line of said State Road No. 429 to a point on the East line of said W 1/2 of the SW 1/4 of said Section 29; thence South along said East line of the W 1/2 of the SW 1/4 to a point on the South right of way line of Hill Drive per Plat Book " O ", Pages 31 through 33, Public Records of Orange County, Florida; thence West along the South right of way line of said Hill Drive to a point on the West line of said Section 29; thence North along the West line of said Section 29 to a point on the North line of lands described in Official Records Book 9996, Pages 2409 through 2410, Public Records of Orange County, Florida; thence West along the North line of lands described in said Official Records Book 9996, Pages 2409 through 2410 to a point on the East right of way line of Ocoee-Apopka Road per Orlando-Orange County Expressway Authority right of way map for State Road No. 429, Project No. 75320-6460-604 dated February 1997; thence Northwesterly to a point on the West right of way line of said Ocoee-Apopka Road; thence South along said West right of way line to a point on the North right of way line of Beach Avenue as shown on the plat of Lake Apopka Beach Second Addition as recorded in Plat Book " T ", Page 106, Public Records of Orange County, Florida; thence West along the North right of way line of said Beach Avenue to a point on the East line of Lot 37, Block A as shown on said plat of Lake Apopka Beach Second Addition; thence North along the East line of said Lot 37, Block A to a point on the North line of said Lot 37; thence West along the North line of Lots 24 through 37 of said Block A to a point on a Northerly projection of the West line of said Lot 24, Block A; thence North along the Northerly projection of the West line of said Lot 24, Block A to a point on the North line of said Lake Apopka Beach Second Addition; thence West along the North line of said Lake Apopka Second Addition to a point on the East line of the W 1/2 of the SE 1/4 of Section 30, Township 21 South, Range 28 East; thence South along the East line of said W 1/2 of the SE 1/4 to a point on the South line of Lot 19, George W. Anderson Subdivision as recorded in Plat Book " A ", Page 6, Public Records of Orange County, Florida; thence West along the South line of said Lot 19 to a point on the East line of Lot 20 as shown on said George W. Anderson Subdivision; thence North along the East line of said Lot 20 and along the East line of Lot 17 as shown on said George W. Anderson Subdivision to a point on the North line of the South 130.00 feet of said Lot 17; thence West along the North line of the South 130.00 feet of said Lot 17 and along a Westerly projection thereof to a point on the West line of said Range 27 East; thence North along the West line of said Range 27 East to the Point of Beginning.

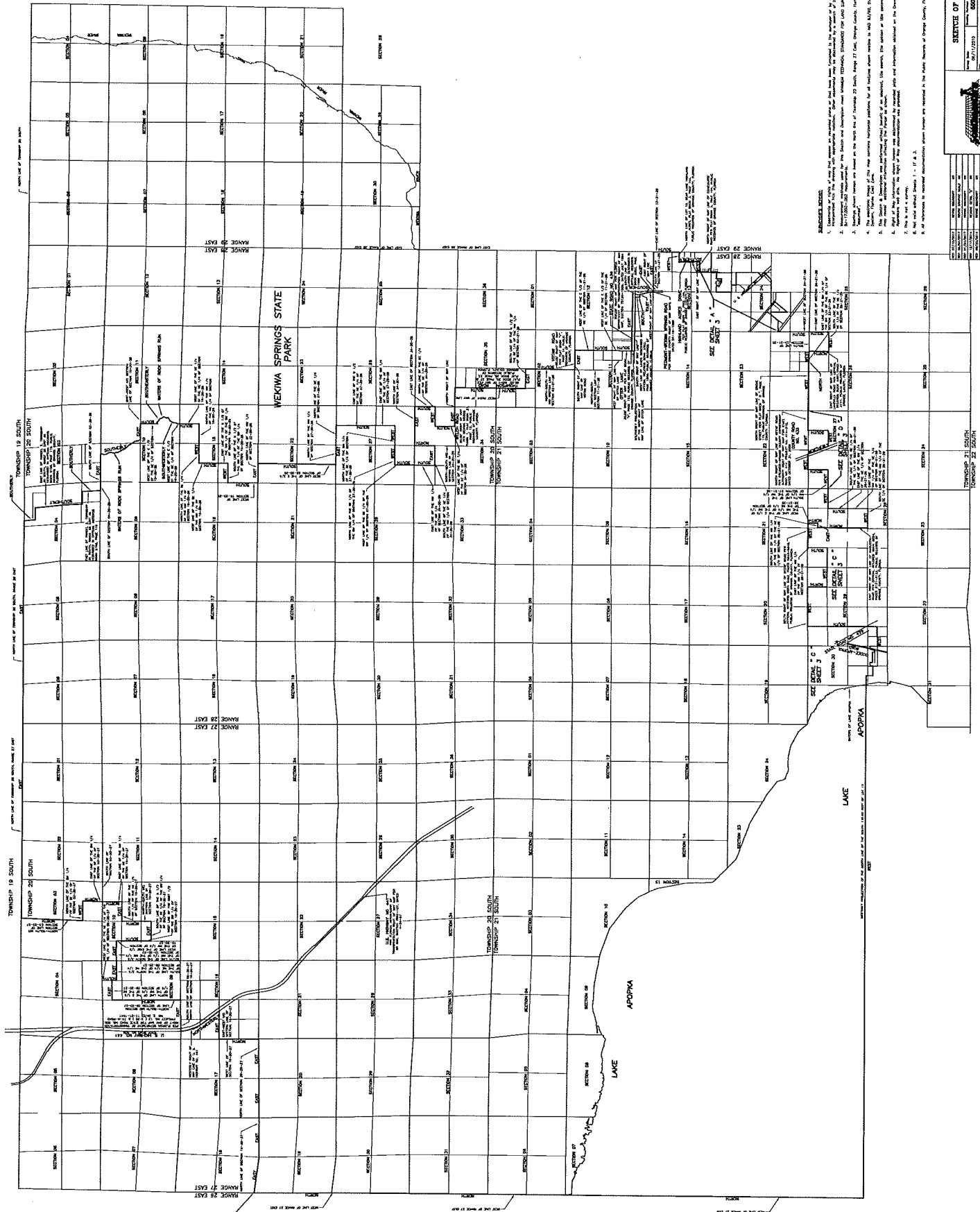
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REVISED : 05-04-2017
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DRAWING NO. : 55039011
JOB NO. : 55039
DATE : 06/11/2010
SHEET 1 F OF 3
See Sheet 1 for Description

NOTE :

NOT VALID WITHOUT SHEETS 1-1 E & 2-3



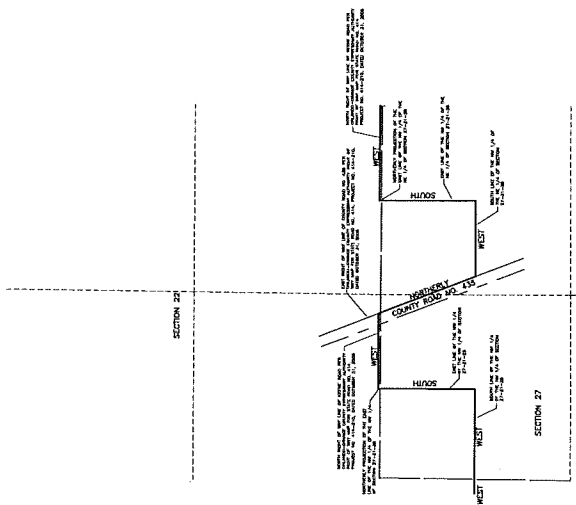
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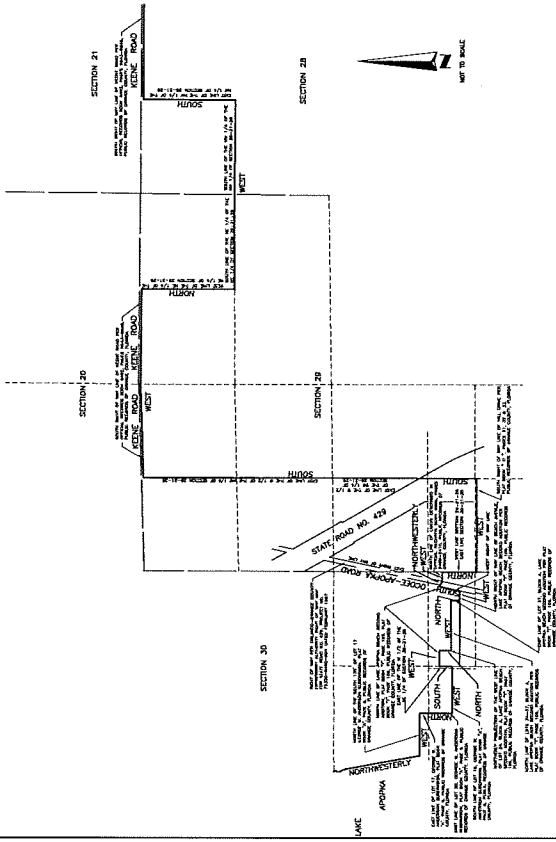
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 8. The boundaries of the sections shown on this map were established by the State of Florida in 1842.

SECTION OF DESCRIPTION	
SECTION 1	SECTION 36
SECTION 2	SECTION 37
SECTION 3	SECTION 38
SECTION 4	SECTION 39
SECTION 5	SECTION 40
SECTION 6	SECTION 41
SECTION 7	SECTION 42
SECTION 8	SECTION 43
SECTION 9	SECTION 44
SECTION 10	SECTION 45
SECTION 11	SECTION 46
SECTION 12	SECTION 47
SECTION 13	SECTION 48
SECTION 14	SECTION 49
SECTION 15	SECTION 50
SECTION 16	SECTION 51
SECTION 17	SECTION 52
SECTION 18	SECTION 53
SECTION 19	SECTION 54
SECTION 20	SECTION 55
SECTION 21	SECTION 56
SECTION 22	SECTION 57
SECTION 23	SECTION 58
SECTION 24	SECTION 59
SECTION 25	SECTION 60
SECTION 26	SECTION 61
SECTION 27	SECTION 62
SECTION 28	SECTION 63
SECTION 29	SECTION 64
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SECTION 31	SECTION 66
SECTION 32	SECTION 67
SECTION 33	SECTION 68
SECTION 34	SECTION 69
SECTION 35	SECTION 70

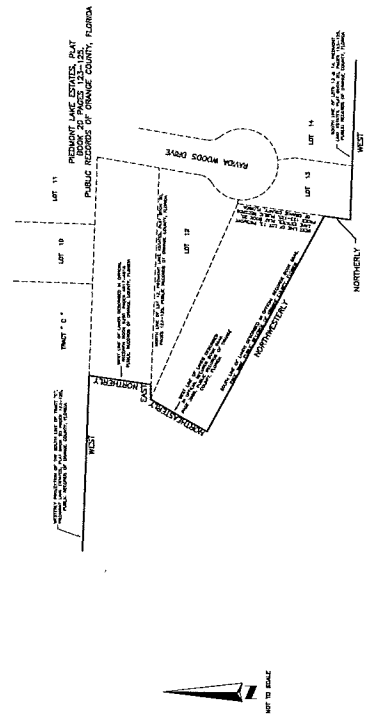
POTABLE WATER & RECLAIMED SERVICE AREA
DETAIL "D"



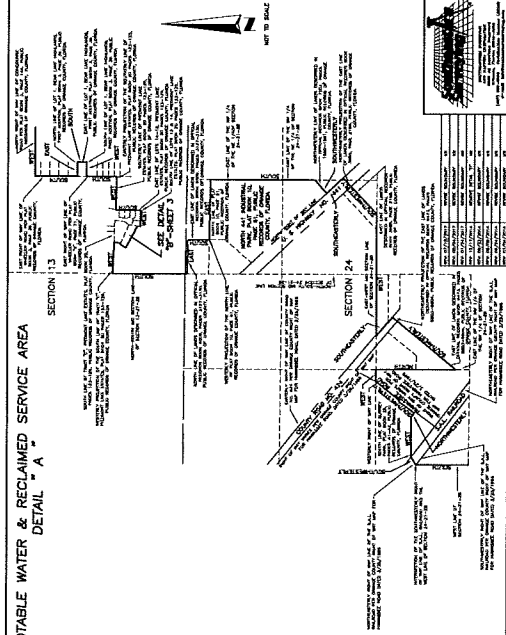
POTABLE WATER & RECLAIMED SERVICE AREA
DETAIL "C"



POTABLE WATER & RECLAIMED SERVICE AREA
DETAIL "B"



POTABLE WATER & RECLAIMED SERVICE AREA
DETAIL "A"



NOT TO SCALE

SECTION OF DESCRIPTION

CITY OF APOLKA, FLORIDA

APOLKA WATER AND RECLAIMED SERVICE AREA

DATE	2/1/2015
PROJECT	APOLKA WATER AND RECLAIMED SERVICE AREA
SCALE	AS SHOWN
DRAWN BY	...
CHECKED BY	...
APPROVED BY	...

Backup material for agenda item:

9. Award a bid to MGT Consulting Group for a classification and compensation study.



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER:

MEETING OF: September 6, 2017
 FROM: Human Resources
 EXHIBITS: Evaluation Summary

SUBJECT: CLASSIFICATION AND COMPENSATION STUDY

REQUEST: AWARD RFP#2017-11 TO MGT CONSULTING GROUP

SUMMARY:

The City has not experienced a review of our classification and compensation systems for some years. We want to ensure we maintain systems which support our desire to attract a well-qualified and diverse workforce, as well as retain those currently employed. To accomplish this goal, we determined a study would be prudent at this time.

A Request for Proposal (RFP#2017-11) was solicited on Sunday, June 25, 2017, and four proposals were submitted on Tuesday, July 25, 2017. The bids are as follows:

<u>Company:</u>	<u>Bid:</u>
MGT Consulting Group (MGT)	\$39,800
Evergreen Solutions, LLC	\$79,500
Cody & Associates, Inc	\$25,400
Management Advisory Group Intl, Inc (MAG)	\$58,800

These costs do not include the cost for an optional benefit review. Additionally, MAG also offered a performance management software purchase, which is not included in the bid amount noted.

The proposals were reviewed by a committee of three department heads, who made their initial review without input from each other. When the committee met, all three had scored MGT with the highest ranking and therefore, it is recommended the bid be awarded accordingly. Although one proposal is within range of the budgeted amount of \$25,000, the committee felt the proposer was not as well-equipped to provide these services as MGT.

A summary of the committee’s evaluation scores is attached.

FUNDING SOURCE:

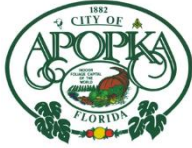
Budgeted funds FY17 of \$25,000, with the balance of \$14,800 from excess general funds.

RECOMMENDATION ACTION:

Award the bid to MGT Consulting Group in the amount of \$39,800 for a Compensation and Classification Study.

DISTRIBUTION

- | | | |
|--------------------------------|------------------|--------------------------|
| Mayor Kilsheimer | Finance Director | Public Services Director |
| Commissioners | HR Director | Recreation Director |
| City Administrator | IT Director | City Clerk |
| Community Development Director | Police Chief | Fire Chief |



RFP 2017-11 Request for Proposal
 Classification and Compensation Study
 Evaluation Summary
 Ranking by Points Awarded

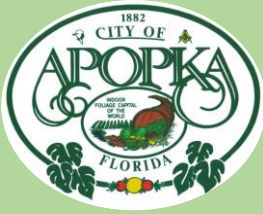
Evaluators:
 Robert Hippler
 Charles Carnesale
 Sharon Thornton

Criteria	Available Points:		MGT Consulting Group	Evergreen Solutions, LLC	Cody & Associates, Inc	Management Advisory Group Intl, Inc
Completeness of Response	10		10	9.66	7.33	4
Experience of Proposer	20		20	16.66	17.66	11.66
Aggregate Cost	30		26.33	19.33	30	11.66
Ability to Provide Services	40		38.33	38.33	35	21.66
Total available:	100	Avg awarded:	94.66	83.98	89.99	48.98

It should be noted MAG’s proposal was rejected by one evaluator under section 9, subsection 9.3 of the RFP document.

Backup material for agenda item:

1. Authorize Sensus to implement a Single Sign-On Solution for the Utility Billing online payment site. Rob Hippler



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: Business

MEETING OF: September 6, 2017
 FROM: Information Technology
 EXHIBITS: Quotes

SUBJECT: SENSUS ANALYTICS CUSTOMER PORTAL SINGLE SIGN ON.

REQUEST: AUTHORIZE THE PROFESSIONAL SERVICES OF SENSUS TO PROVIDE A SINGLE SIGN-ON SOLUTION FOR OUR WATER CUSTOMERS TO VIEW THEIR WATER CONSUMPTION FROM THE EDMUNDS BILL PAY PORTAL.

SUMMARY:

The City’s current UB software (Edmunds) does not provide an online water consumption graph for our customers to view their current water usage. Sensus provides our water meter readings and also has a customer portal which would allow for our customers to view their water usage as well as setting up custom usage notifications. To access their information, our customers would have to create a user account on the Sensus website portal separate from the Edmunds Utility Billing site.

In an effort to streamline this process, we have worked with Sensus to create a Single Sign-On (SSO) solution between Edmunds and Sensus so that our customers would be able to access their consumption data from within the Edmunds UB payment portal. Sensus will create the customer portal which includes provisions for 1,500 users. The initial portal setup cost is \$16,000 and the SSO cost is \$5,000 for a total of \$21,000. After the first year, the annual maintenance for the portal and SSO would be \$7,180. Additionally, any users above the included 1,500 would be at a cost of \$2.00 each to the City.

Of our 22,500 customers, approximately 37% (~8,300 customers) pay their utility bill online. If all online paying customers use the portal on a regular basis the City would incur an additional annual cost of \$13,600 beyond the annual maintenance for the additional users (8,300 users – 1,500 included users = 6,800 users X \$2.00). Should all 22,500 of our customers decide to use the portal, we would incur an annual usage fee of \$42,000 beyond the annual maintenance (22,500 – 1,500 = 21,000 X \$2.00).

FUNDING SOURCE:

Included in the 2016/2017 FY Utility Billing Software Upgrade budget.

RECOMMENDATION ACTION:

Authorize Sensus to create a Single Sign-On solution with Edmunds for online access to their water consumption graphs for our customers for a total amount of \$21,000 the first year and an adjusted amount based on customer participation the following years.

DISTRIBUTION

- | | | |
|--------------------------------|------------------|--------------------------|
| Mayor Kilsheimer | Finance Director | Public Services Director |
| Commissioners | HR Director | Recreation Director |
| City Administrator | IT Director | City Clerk |
| Community Development Director | Police Chief | Fire Chief |

450 North Gallatin Avenue
P.O. Box 487
Uniontown, PA 15221 USA

1-800-MeterIt
1-800-638-3748
www.sensus.com

QUOTATION
Your Quote Number: 28287
Reference: CONS. PORTAL



Bill to Customer: 021005

Ship to Customer:

ATTENTION PAMELA BARCLAY
APOPKA CITY OF
ATTN: ACCOUNTS PAYABLE
120 EAST MAIN ST
APOPKA FL 32703

USA

APOPKA CITY OF
120 EAST MAIN ST
ATTN: ACCOUNTS PAYABLE
APOPKA FL 32703

Salesman: MACHINSKI GRIFF
Terms: NET 30 DAYS

Effective Date: 2/03/17
Expiration Date: 9/30/17

Line	Description	Quantity	U/M	US Dollar Unit Price
1	Part#: SA WTR CP 1.5 WTR CONSUMER PORTAL <1500 ANNL ANNUAL USE FEE 0-1500 YEAR 1 -	1	EA	6,000.000
2	Part#: SA WTR CP 1.5 WTR CONSUMER PORTAL <1500 ANNL ANNUAL USE FEE 0-1500 YEAR 2 -	1	EA	6,180.000
3	Part#: SA WTR CP 1.5 WTR CONSUMER PORTAL <1500 ANNL ANNUAL USE FEE 0-1500 YEAR 3 -	1	EA	6,365.000
4	Part#: SA WTR CP 1.5 WTR CONSUMER PORTAL <1500 ANNL ANNUAL USE FEE 0-1500 YEAR 4 -	1	EA	6,556.000
5	Part#: SA WTR CP 1.5 WTR CONSUMER PORTAL <1500 ANNL ANNUAL USE FEE 0-1500 YEAR 5 -	1	EA	6,753.000

This Quotation is an offer to sell which includes and is subject to the Sensus Metering Systems Terms of Sale available for viewing and downloading at <http://www.sensus.com/tc> Please contact Customer Service at 1-800-638-3748 if you are unable to access this site and require a printed copy of the Terms of Sale.

450 North Gallatin Avenue
P.O. Box 487
Uniontown, PA 15221 USA

1-800-MeterIt
1-800-638-3748
www.sensus.com

Your Quote Number: 28287

SENSUS

US Dollar

Line	Description	Quantity	U/M	Unit Price
6	Part#: SA SU WTR CP WTR CONSUMER PORTAL SET UP FEE WITH SENSUS ANALYTICS	1	EA	5,000.000
7	Part#: PS SA CP CIS SENSUS ANALYTICS CONSUMER PORT CIS INTEGRATION FEE	1	EA	2,500.000
8	Part#: PS SA CP TRAIN SENSUS ANALYTICS CONSUMR PORTL TRAINING	1	EA	2,500.000
9	Part#: SA WTR CP OVRG WTR CONSUMER PORTL OVERAGE FEE	1	EA	2.000

PER USER OVER 1500 USERS.

-

-

FREIGHT ALLOWED ON \$7500 OR MORE PER ORDER.
FOB SHIPPING POINT.

-

CASE 00472476

IF MODIFICATIONS IN METER MATERIALS OR PROCESSING ARE REQUIRED TO MEET
NEW REGULATIONS, THE PRICING SUBMITTED IS SUBJECT TO IMMEDIATE CHANGE
Thank you for your interest in quality products by Sensus.

Current as of: 2/06/17

Correspondence:

SENSUS

207 WINDMERE DRIVE

BOWLING GREEN, KY 42103

Purchase Orders:

SENSUS

PO BOX 487

UNIONTOWN, PA 15401

sensus.orders@sensus.com

PHONE: 800-METER-IT

800-638-3748

ROBERT WHITTAKER

Regional Sales Manager

This Quotation is an offer to sell which includes and is subject to the Sensus Metering Systems Terms of Sale available for viewing and
downloading at <http://www.sensus.com/tc> Please contact Customer Service at 1-800-638-3748 if you are unable to access this site and require a
printed copy of the Terms of Sale.

Professional Services

Scope of Work for SSO Support

City of Apopka Bill Pay Website to Sensus Analytics Customer Portal

Created by Sensus Professional Services
July 15, 2017

Introduction

This document describes the approach for providing Single Sign On support from the Edmunds bill pay application to the Sensus Analytics Customer Portal (SA CP). The bill pay application is currently accessible through the city of Apopka's website.

Use Cases

UC 001: A user will only be required to establish an account on the bill pay website in order access information on both the Edmund bill pay website and SA CP.

UC 002: After a customer has logged into the Edmunds bill pay website, they will be able to click on a link to take them to the SA CP without the need to enter authentication information again.

Proposed Plan

- 1) Sensus will provide a Web Service SSO API to allow a 3rd party application to send SA CP account creation information to the SA CP. The default fields necessary for account creation are customer account number and name as it appears on their bill. Optionally, a 3rd security key may be configured.
- 2) Sensus will provide a Web Service SSO API for the retrieval of a SA CP security token. The API will return an internally generated security token that can be used when the user attempts to access the SA CP. The security token has to be passed back within every request to launch the SA CP URL.
- 3) Sensus will provide the URL and syntax to access the SA CP.

Assumptions:

- The customer will only be able to access the SA CP after first logging into the Edmunds bill pay website
- The Utility CIS/Billing system is the system of record for customer account information and maintaining synchronization with both Sensus Analytics/Portal (VFLEX file) and the Edmunds bill pay website.

Effort and Price

The price to develop and integrate the SSO solution with Edmunds bill pay website is \$5,000.00

Annual maintenance to support SSO solution is 20% of total cost.

Price is quoted is valid until 8/31/2017

Part Number: PS CUSTOM SFTWR

Project Schedule

A project schedule will be put in place upon receipt of purchase order. The length of the project is estimated to take 4 months.

Acceptance of Terms

If terms are agreeable, please sign below and return to SolutionServices@xyleminc.com

SENSUS USA INC.

By: _____

Name: _____

Title: _____

Date: _____

City of Apopka

By: _____

Name: _____

Title: _____

Date: _____

Backup material for agenda item:

2. Final Development Plan - Mullinax Ford - Quasi-Judicial David Moon



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER: Final Development Plan

MEETING OF: September 6, 2017
FROM: Community Development
EXHIBITS: Vicinity/Aerial Maps
Site/Landscape Plan
Architectural Renderings

SUBJECT: FINAL DEVELOPMENT PLAN\SITE PLAN – MULLINAX FORD

REQUEST: APPROVE FINAL DEVELOPMENT PLAN\SITE PLAN FOR MULLINAX FORD

SUMMARY:

OWNER/APPLICANT: Mullinax Ford of Central Florida, Inc.
ENGINEER: Florida Engineering Group, Inc. /Greg Crawford, P.E.
LOCATION: 1551 E. Semoran Boulevard.
PARCEL ID NUMBERS: 11-21-28-0000-00-65; 11-21-28-0000-00-66; 11-21-28-0000-00-68
LAND USE: Commercial
ZONING: PUD
EXISTING USE: New Car Sales and Services
PROPOSED USE: Addition of Quick Lane building with 12 bays and 13,165 S.F of office space; 164 display parking spaces; 128 employee parking spaces
TRACT SIZE: 21.5 +/- acres
BUILDING SIZE: 13,165 S.F.
BUILDING HEIGHT: 23 feet
FLOOR AREA RATIO: 0.045

FUNDING SOURCE:

N/A

DISTRIBUTION

Mayor Kilsheimer	Finance Director	Public Services Director
Commissioners	HR Director	Recreation Director
City Administrator	IT Director	City Clerk
Community Development Director	Police Chief	Fire Chief

RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City/Co)	Residential	R-2	Single Family Residential
East (City)	Rural (0-1 du/10 ac)	I-1	Retail – Multi Tenant
South (City)	Commercial	C-1	Vacant
West (County)	Commercial	C-3, A-1	Mini-Storage

ADDITIONAL COMMENTS: This request is for the Final Development Plan\Site Plan for Mullinax Ford. Consistent with the PUD Master Plan and its 2nd Amendment, the amendment as proposed will locate a 12 bay Quick Lane building with office space to the site, add 128 employee parking spaces, and add 164 display parking spaces.

The Development Review Committee found the Final Development Plan to be consistent with the PUD Master Plan and the 2nd Amendment (insubstantial change).

The 2nd Amendment to the Master Plan and the Final Development Plan creates less impact on abutting residential neighborhoods that border to the north of the 21 acre Mullinax site.

BUILDING: The Quick Lane building is currently approved in the Master Plan for an 8 bay service. The amendment requests four additional bays and the addition of 6,528 S.F. of office space. On site there is currently a 7 bay Quick Lane building which will be converted to a service building where used/trade-in cars will be reconditioned. The office area is extra space needed for existing employees. Overall, the proposed change will increase the total approved building square feet from 6,290 S.F. to 16,565 S.F., an increase of 10,275 S.F.

PARKING: The approved PUD allows for 96 employee parking spaces and 1,036 display parking spaces to display new and used automobiles and light trucks. A display center is also proposed for light trucks (aka truck mountain display.) The PUD amendment requests 128 additional employee parking spaces and 164 additional display parking spaces. The new parking space totals are 224 employee spaces and 1,200 display spaces; however, the new totals remain in accordance with LDC 6.03.02.

EXTERIOR ELEVATIONS: The design of the building exterior meets the intent of the City’s Development Design Guidelines. Architectural renderings appear at the last page of the Final Development Plan. Exterior colors will be the same as the existing buildings.

STORMWATER: The existing pond on the northwest corner of the site will be filled in and used for a portion of the new display parking. The pond located on the north side of the project will be expanded to compensate for the pond being removed. The redesigned on-site stormwater management system meets the standards set forth in the Land Development Code.

BUFFER/TREE PROGRAM: The applicant has provided a detailed landscape and irrigation plan for the property. The planting materials and irrigation system design are consistent with the water-efficient landscape standards set forth in Ordinance No. 2069.

The following is a summary of the tree replacement program for this project:

Total inches on-site:	7,946
Total number of specimen trees:	38
Total specimen removed:	28
Total specimen inches retained:	292
Total specimen inches removed:	798
Total non-specimen inches removed:	5,472
Total non-specimen inches retained:	546
Total inches replaced:	335
Total inches post development:	1,173

TREE PROGRAM: The City’s Land Development Code and Tree Bank policy permit the applicant to make a contribution to the City’s Tree Bank to mitigate the remaining deficient tree inches at \$10.00 per inch. The total amount required to be paid into the Tree Bank will be \$29,439 dollars.

PUBLIC HEARING SCHEDULE:
September 6, 2017 - City Council (1:30 pm)

RECOMMENDATION ACTION:

The **Development Review Committee** at its meeting on April 5, 2017, found the proposed PUD Master Plan changes to be insubstantial, per Section 2.02.18 N, LDC and the proposed second amendment to the PUD Master Plan and Final Development Plan to be consistent with the Land Development Code, recommending approval of the Mullinax Ford PUD Master Plan, Second Amendment - Final Development Plan subject to the findings of this staff report.

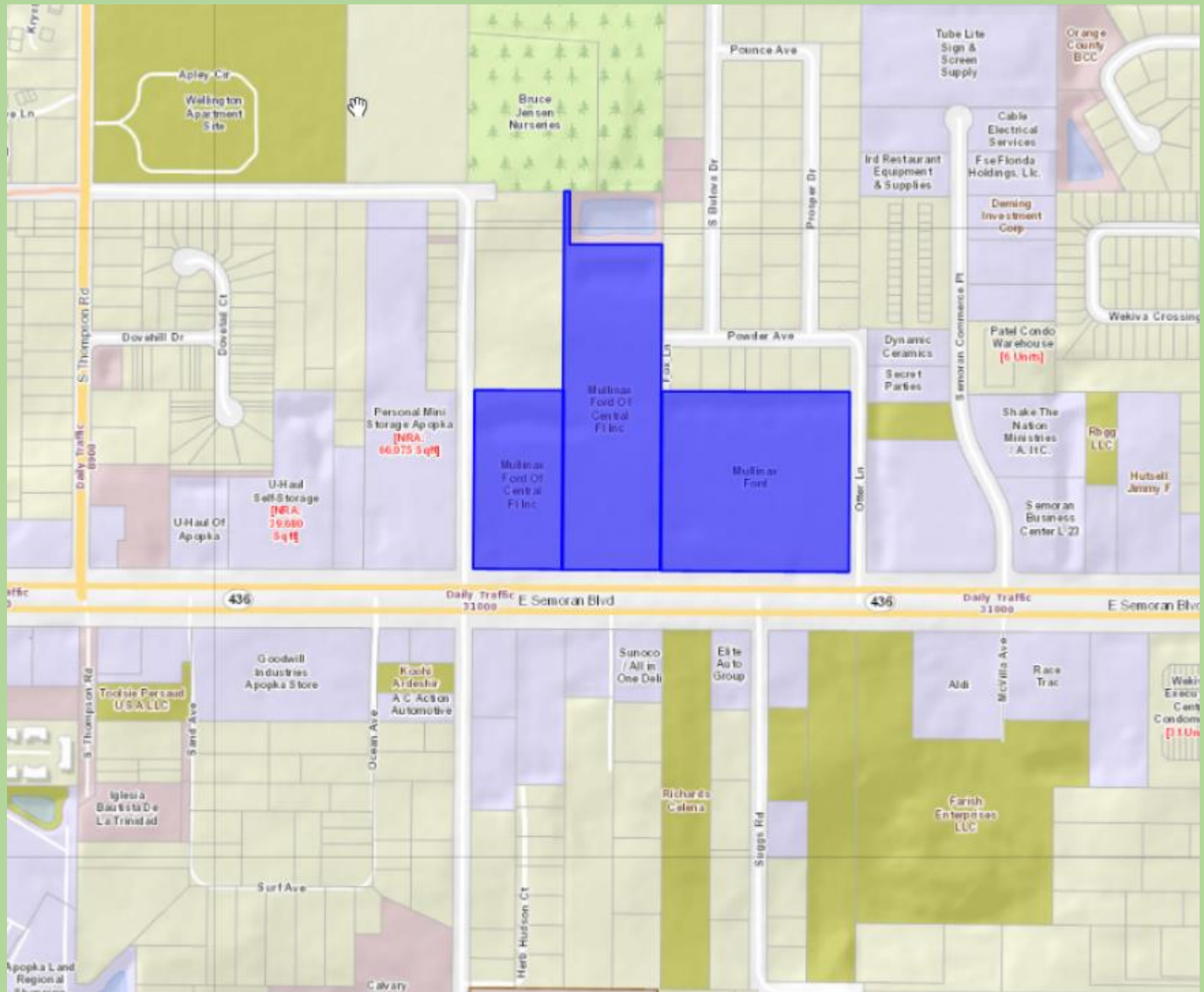
City Council Recommendation: Approve the Mullinax Ford Final Development Plan.

Note: This item is considered quasi-judicial. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

Application: Mullinax Ford – Final Development Plan\Site Plan
Owner/Applicant: Mullinax Ford of Central Florida, Inc
Engineer: Florida Engineering Group, Inc /Greg Crawford, P.E
Parcel I.D. No’s: 11-21-28-0000-00-65; 11-21-28-0000-00-66; 11-21-28-0000-00-68
Location: Northside of E. Semoran Blvd., westside of Otter Lane
Total Acres: 21.5 +/-

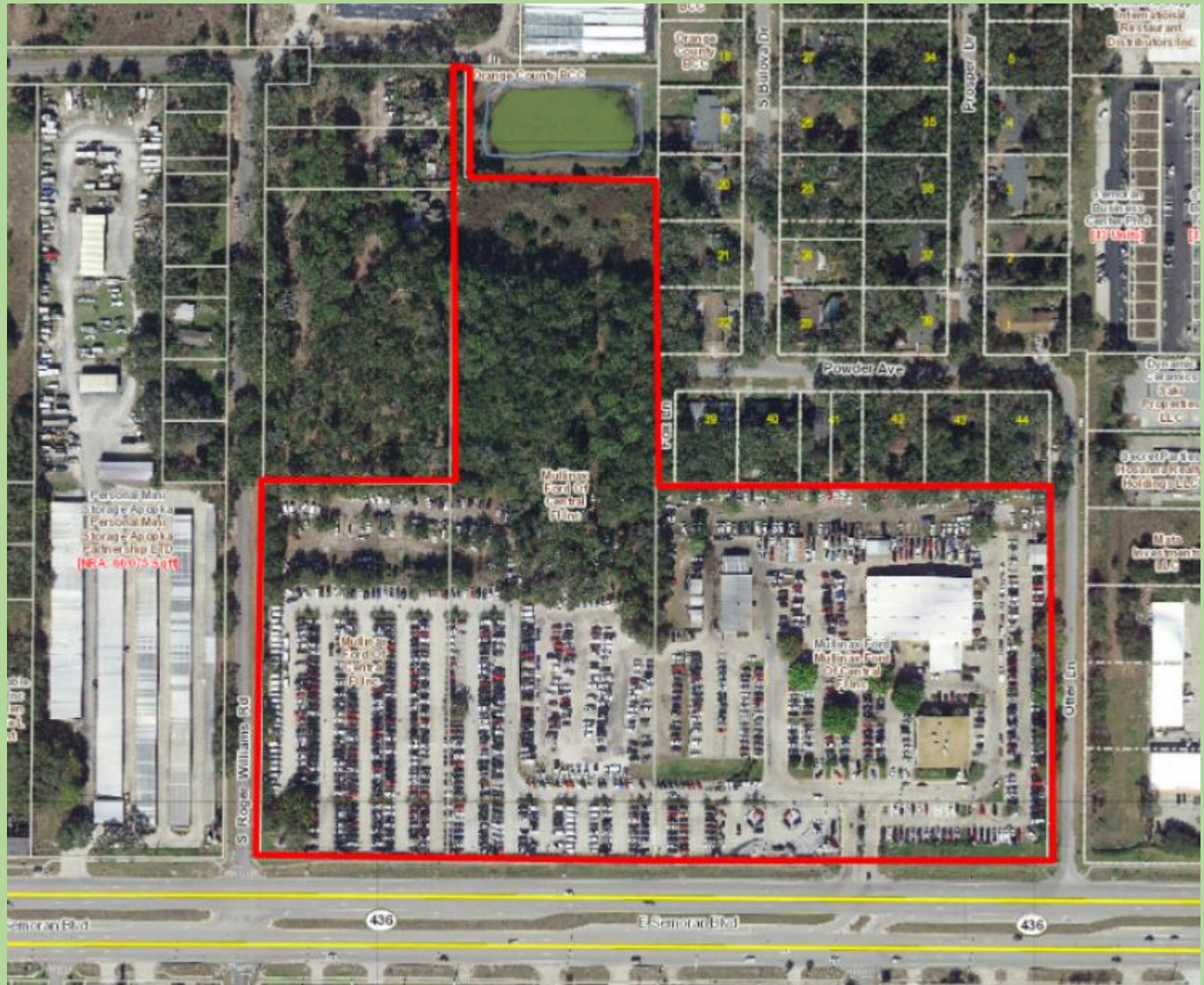


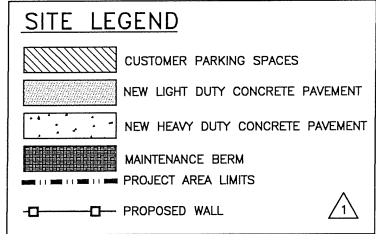
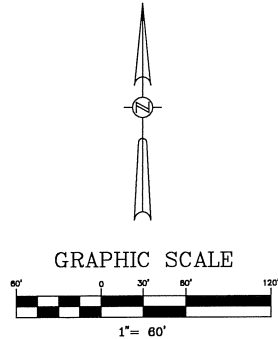
VICINITY MAP





AERIAL MAP





GENERAL NOTES (from previous Master Plan)

- ALLOWABLE USES FOR THE SUBJECT PROPERTY SHALL INCLUDE ALL PERMITTED C-2 USES AND ALL OTHER USES TYPICALLY ASSOCIATED WITH NEW AND USED AUTOMOBILE SALES, INCLUDING BUT NOT LIMITED TO, A PAINT AND BODY SHOP, QUICK LANE AND LIGHT REPAIRS.
- ALL SITE LIGHTING SHALL COMPLY WITH THE CITY OF APOPKA DEVELOPMENT DESIGN GUIDELINES. PROPOSED SITE LIGHTING SHALL MATCH, AS CLOSE AS POSSIBLE TO THE EXISTING LIGHT FIXTURES.
- PROPOSED QUICK LANE, PARKING AREAS, SIGNAGE, LIGHTING, AND STORM WATER RETENTION POND SIZES AND LOCATIONS ARE APPROXIMATE AND SUBJECT TO CHANGE, AT FINAL N/A, ABOVE ITEMS ARE CONSTRUCTED AND EXISTING ENGINEERING DESIGN.
- AN IRRIGATION PLAN WILL BE PROVIDED AT FINAL DEVELOPMENT PLAN SUBMITTAL.
- ALL EQUIPMENT (INCLUDING ROOFTOP) AND UTILITY BOXES MUST BE FULLY SCREENED FROM VIEW OF RIGHTS OF WAY AND ADJACENT PROPERTIES.
- AUTOMOBILES SHALL NOT BE ELEVATED ABOVE THE LANDSCAPING ALONG ALL ROAD RIGHTS OF WAY. THIS REVISED MASTER PLAN IS TO ALLOW THE ELEVATED VEHICLE DISPLAY AREA WHICH IS SETBACK FROM THE RIGHT-OF-WAY.
- THE TERMS AND CONDITIONS OF THE PUD MASTERPLAN SHALL BE IN ACCORDANCE WITH THE CITY'S LAND DEVELOPMENT CODE AND DEVELOPMENT GUIDELINES, EXCEPT AS SET-FORTH HEREIN.
- PUD TIME LIMITATIONS SHALL BE IN ACCORDANCE WITH ARTICLE II, SECTION 2.02.18.0 OF THE CITY'S LAND DEVELOPMENT CODE, EXCEPT AS PROVIDED FOR IN GENERAL NOTE NO. 13.
- POTABLE WATER TO BE PROVIDED BY CITY OF APOPKA.
- SANITARY SEWER CONNECTION SHALL BE IN ACCORDANCE WITH THE CITY OF APOPKA'S COMPREHENSIVE PLAN.
- STORMWATER MANAGEMENT TO BE PROVIDED BY ON-SITE STORMWATER RETENTION PONDS.
- BUSINESS OPERATION HOURS ARE AS FOLLOWS:
 - MONDAY-FRIDAY: 7:30AM-9:00PM
 - SATURDAY: 8:00AM-7:00PM
 - SUNDAY: 12:00PM-6:00PM
- THE HOURS THE EXTERIOR PARKING LIGHTS WILL BE ON, WILL BE FROM SUNSET TO 1:00AM. SECURITY LIGHTING (LESS THAN FIVE (5) FOOT CANDLES) WILL BE FROM SUNSET TO SUNRISE.
- NO ELECTRIC CAR CHARGING STATIONS ARE PROPOSED AT THIS TIME.
- NO SIGNAGE WILL BE ALLOWED ON THE ELEVATED TRUCK DISPLAY.
- NO LIGHT POLES SHALL BE PLACED LESS THAN 30 FT FROM ALL RESIDENTIAL AREA.

SITE DATA
 PROPERTY LOCATION: 1551 SEMORAN BLVD. APOPKA, FL 32703
 PARCEL ID No. 11-21-28-0000-00-065
 11-21-28-0000-00-066
 11-21-28-0000-00-068

PROPERTY ZONING: PUD
 PROPERTY FUTURE LAND USE DESIGNATION: COM
 APPROVED LANDUSE: ALL PERMITTED C-2 USES AND ALL OTHER USES TYPICALLY ASSOCIATED WITH NEW AND USED AUTOMOBILE SALES
 EXISTING USE: EXISTING NEW AND USED AUTOMOBILE SALES
 PROPOSED USE: EXISTING NEW AND USED AUTOMOBILE SALES
 TOTAL SITE AREA: 21.51± ACRES
 PROJECT AREA: 9.53± ACRES

EXISTING BUILDING: 25,506 S.F.
 PROPOSED BUILDING: 16,790 S.F.
 TOTAL GROSS FLOOR AREA: 42,296 S.F.
 ALLOWABLE FLOOR AREA: 0.60
 PROPOSED FLOOR AREA: 0.045

BUILDING SETBACKS (REQUIRED)
 FRONT (SOUTH) SR436 (SEMORAN BLVD.) 10'
 SIDE (EAST) 10' (15' ABUTTING ROAD R/W)
 SIDE (WEST) 10' (15' ABUTTING ROAD R/W)
 REAR (NORTH) 10' (30' ABUTTING RESIDENTIAL)

BUILDING SETBACKS (PROPOSED)
 FRONT (SOUTH) SR436 (SEMORAN BLVD.) 138'
 SIDE (EAST) 129'
 SIDE (WEST) 660'
 REAR (NORTH) 156'

MAXIMUM ALLOWABLE BUILDING HEIGHT 35'
 BUILDING HEIGHT PROPOSED 23'

LANDSCAPE BUFFERS (REQUIRED)
 FRONT (SOUTH) SR436 (SEMORAN BLVD.) 10'
 SIDE (EAST) 10'
 SIDE (WEST) 10'
 REAR (NORTH) 10'

LANDSCAPE BUFFERS (EXISTING/PROPOSED)
 FRONT (SOUTH) SR436 (SEMORAN BLVD.) 10' (EXISTING)
 SIDE (EAST) 22' (EXISTING)
 SIDE (WEST) 10' (EXISTING)
 REAR (NORTH) 10' (EXISTING)

PARKING

PARKING PROVIDED
 EXISTING INVENTORY PARKING SPACES
 NEW INVENTORY PARKING SPACES
 TOTAL INVENTORY PARKING SPACES
 EXISTING VEHICLE STORAGE
 EXISTING CUSTOMER PARKING
 NEW CUSTOMER PARKING
 TOTAL CUSTOMER PARKING
 PROPOSED EMPLOYEE PARKING SPACES
 TOTAL PARKING PROVIDED

756 SPACES
423 SPACES
1,179 SPACES
96 SPACES
28 SPACES
13 SPACES
41 SPACES
225 SPACES
1,541 SPACES

SITE AREA CALCULATIONS (PROPOSED)

BUILDING FOOTPRINT	38,693 ±S.F.		
ASPHALT PAVING, SIDEWALK & CONCRETE (EXISTING)	430,407 ±S.F.		
ASPHALT PAVING, SIDEWALK & CONCRETE (NEW)	242,372 ±S.F.		
IMPERVIOUS AREA	711,471 ±S.F.	16.33 ±A.C.	75.92 %
PERVIOUS AREA	225,504 ±S.F.	5.18 ±A.C.	24.08 %
TOTAL SITE AREA	936,976 ±S.F.	21.51 ±A.C.	100.00 %

OPEN SPACE CALCULATIONS

MINIMUM OPEN SPACE REQUIRED	20%
OPEN SPACE PROVIDED	24.1%

WETLAND STATEMENT
 THERE IS NO WETLAND IN THE PROJECT AREA.

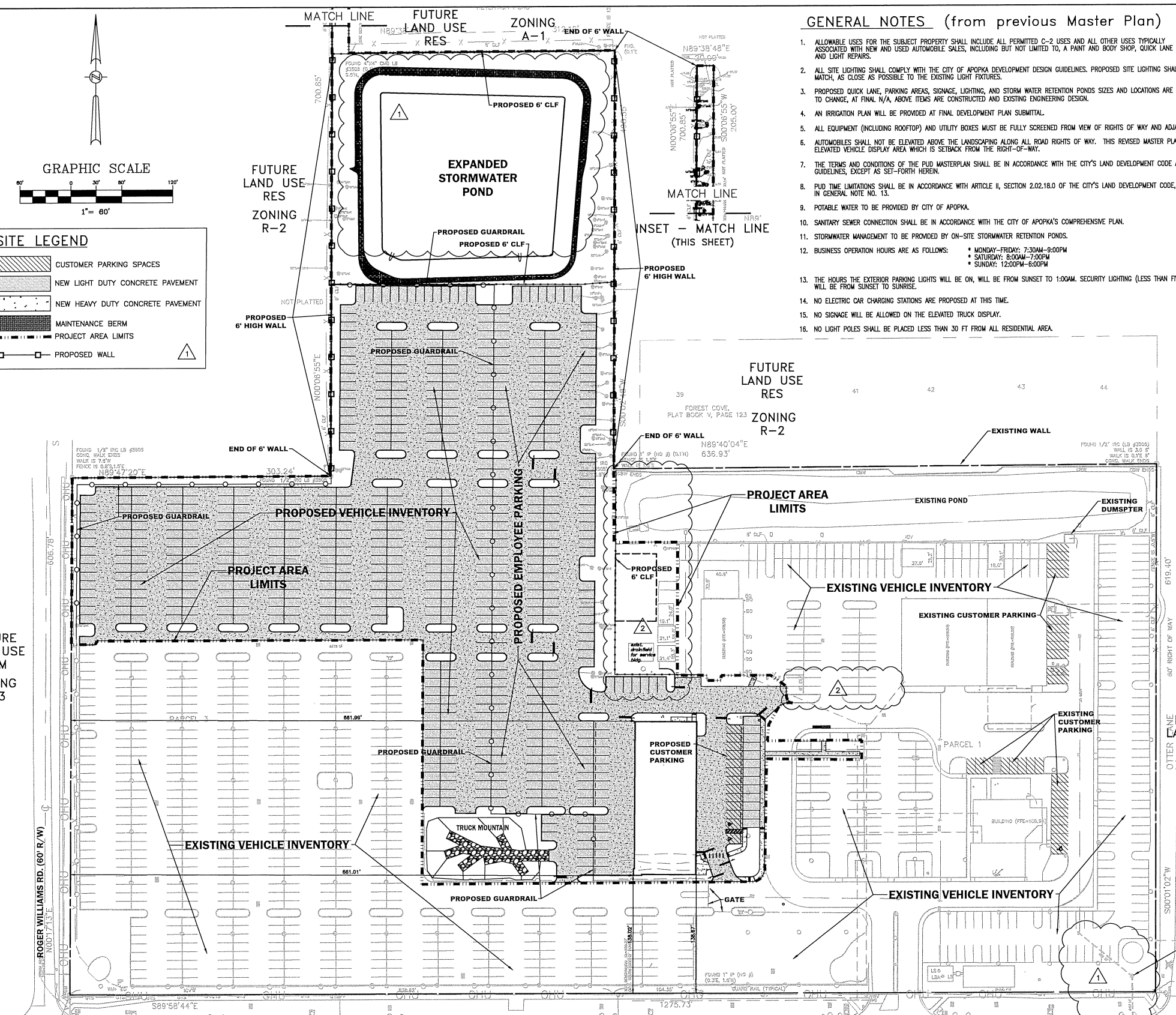
HAZARDOUS MATERIALS STATEMENT
 DURING CONSTRUCTION, WHEN COMBUSTIBLES ARE BROUGHT ONTO THE SITE IN SUCH QUANTITIES AS DEEMED HAZARDOUS BY THE FIRE OFFICIAL, ACCESS ROADS & A SUITABLE TEMPORARY SUPPLY OF WATER ACCEPTABLE TO THE FIRE DEPARTMENT SHALL BE PROVIDED & MAINTAINED.

SIGNAGE NOTE
 ALL NEW SIGNAGE SHALL COMPLY WITH THE CITY OF APOPKA CURRENT LDC UNDER ARTICLE VIII.

SITE NOTES

- ALL DIMENSIONS ARE PARALLEL & PERPENDICULAR TO A BEARING OF N.00°17'13" E. UNLESS OTHERWISE INDICATED WITH A ** OR BEARING.
- LOWER CASE TEXT DENOTES SURVEY &/OR EXISTING CONDITION INFORMATION.
- EXISTING GUARD RAIL TO BE RELOCATED TO PROPOSED LOCATIONS WHERE POSSIBLE. CONTRACTOR SHALL COORDINATE WITH OWNER AND PROVIDED NEW GUARD RAIL WHERE PROPOSED ON PLAN MATCHING EXISTING RAIL SIZE, COLOR, MATERIAL, ASSEMBLY AND INSTALLATION.

CONTRACTOR SHALL SEE SHEET C-14 FOR OUTFALL STRUCTURE MODIFICATION DETAIL FOR THIS EXISTING STORM STRUCTURE



DATE	REVISIONS	BY	CHECKED
08/03/2017	REVISED PER CITY COMMENTS	CPN	GRC
08/10/2017	REVISED PER CLIENT	CPN	GRC

MULLINAX FORD
 CONSTRUCTION PLANS
 1551 E. SEMORAN BLVD
 APOPKA, FLORIDA

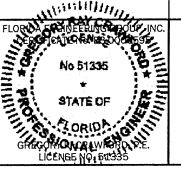


5127 S. Orange Avenue, Suite 200
 Orlando, FL 32809
 Phone: 407-895-0324
 Fax: 407-895-0325
 www.feg-inc.us

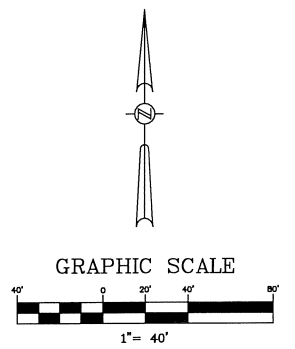
OVERALL SITE PLAN

DRAWN BY: CPN
 CHECKED BY: GRC
 APPROVED BY: GRC

PROJECT NO.	17-026
SCALE	1" = 60'
DATE	JULY 13, 2017
SHEET NO.	C-7
SHEET	7 OF 27



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◆ SITE STRIPING & SIGNAGE KEYNOTES

- S1. PROPERTY BOUNDARY.
- S2. HANDICAP PARKING STALL, TYPICAL.
- S3. 24" THERMOPLASTIC STOP BAR WITH R1-1 HIGH INTENSITY REFLECTORIZED "STOP" SIGN.
- S4. 4" SOLID (WHITE).
- S5. CROSSWALK STRIPING PER F.D.O.T. INDEX No. 17346, TYPICAL.
- S6. R3-1 HIGH INTENSITY REFLECTORIZED "NO RIGHT TURN" SIGN.
- S7. 3' X 20' FIRE LANE PER CITY OF APOPKA REQUIREMENTS

Ⓢ SITE CONSTRUCTION KEYNOTES

- C1. 6" HEAD CURB, TYPICAL.
- C2. F.D.O.T. TYPE "D" CURB PER INDEX No. 300, TYPICAL.
- C3. CONCRETE PAVEMENT. HEAVY-DUTY IN DRIVE AISLES. LIGHT-DUTY IN PARKING SPACES.
- C4. PROPOSED 6' CHAIN LINK FENCE.
- C5. CONCRETE SIDEWALK, TYPICAL.
- C6. HANDICAP ACCESS RAMP WITH A MAXIMUM 12:1 SLOPE, TYPICAL.
- C7. DETECTABLE WARNING SURFACE PER FLORIDA BUILDING CODE 2004.
- C8. CONCRETE WHEEL STOP

SITE LEGEND

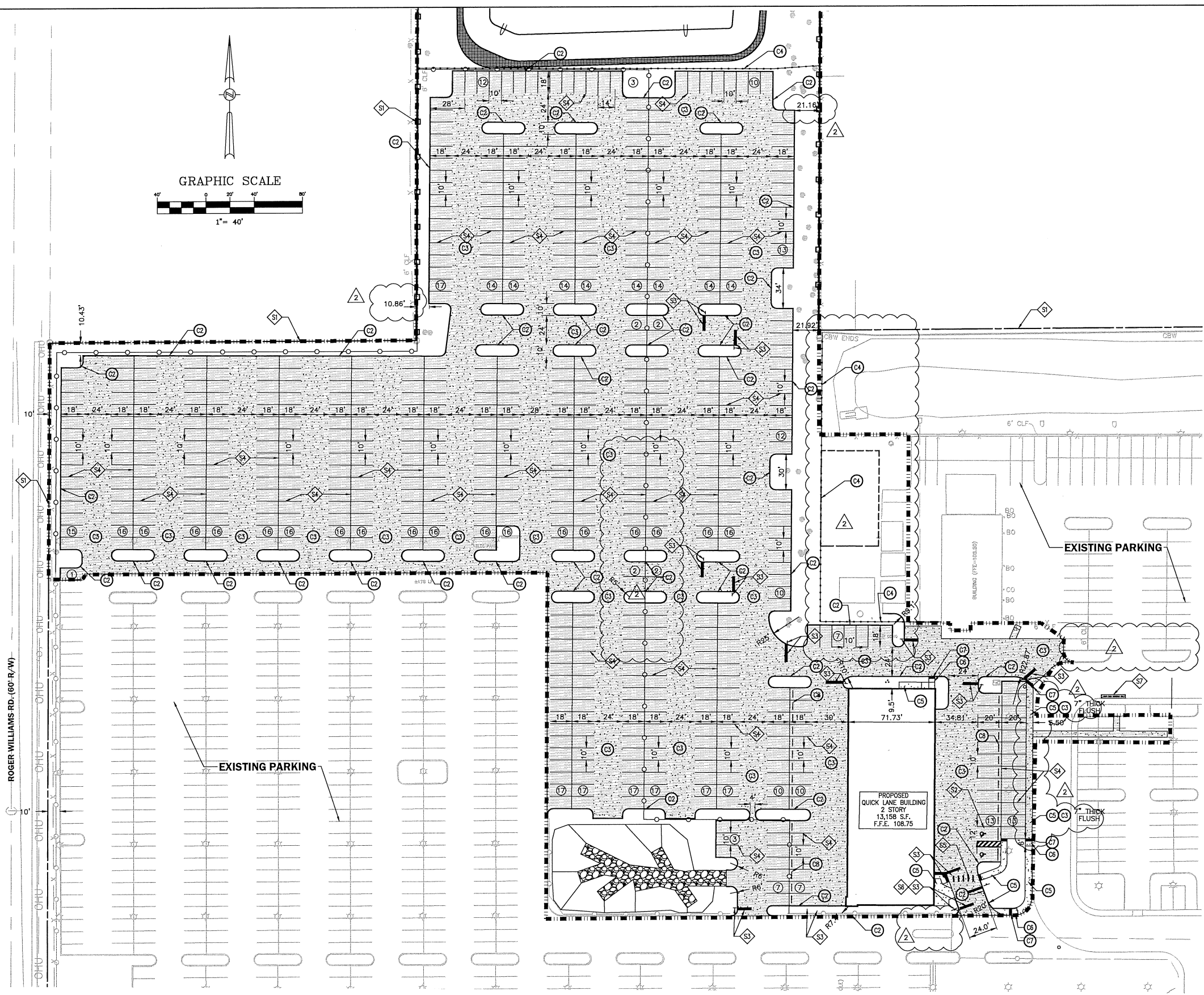
	CUSTOMER PARKING SPACES
	NEW LIGHT DUTY CONCRETE PAVEMENT
	NEW HEAVY DUTY CONCRETE PAVEMENT
	MAINTENANCE BERM
	PROJECT AREA LIMITS
	PROPOSED WALL

GENERAL NOTES

1. ONLY EMPLOYEES OF MULLINAX FORD WILL BE PERMITTED TO BE ON THE ELEVATED TRUCK DISPLAY AREA. A 42" HIGH WROUGHT IRON STYLE FENCE AND SIGNAGE IS PROVIDED TO PREVENT CLIMBING.
2. NO SIGNAGE WILL BE ADDED TO THE TRUCK DISPLAY AREA.
3. THE TRUCK ELEVATED DISPLAY WILL BE CONSTRUCTED WITH STABILIZED COMPACTED FILL OVER LAYERED GEOGRID FABRIC. SEE PLAN SHEET C-11 FOR ADDITIONAL INFORMATION.
4. A LIGHTING PLAN IS REQUIRED PER THE CITY'S DEVELOPMENT DESIGN GUIDELINES. PARKING LOT LIGHT POLES AND FIXTURES WILL MATCH THE EXISTING LIGHTING STYLES CURRENTLY ON THE PROPERTY. MANUFACTURERS CUT SHEETS SHOWING THE SIZE AND TYPE OF LIGHT FIXTURES WILL BE PROVIDED TO THE CITY FOR REVIEW AND APPROVAL AT TIME OF CONSTRUCTION PLAN SUBMITTAL.
5. AT TIME OF FINAL ENGINEERING THE LANDSCAPE AND IRRIGATION PLANS SHALL BE IN COMPLIANCE WITH "WATER WISE ORDINANCE, 2006". IRRIGATION SYSTEMS TO BE DESIGNED WITH POP-UP TYPE DEVICES ONLY; RISERS ARE NOT ALLOWED. REQUIRED NOTE ON THE IRRIGATION PLAN SHALL STATE IN LARGE FONT: "IRRIGATION RISERS ARE NOT ALLOWED"

SITE NOTES

1. ALL DIMENSIONS ARE PARALLEL & PERPENDICULAR TO A BEARING OF N 00°17'13" E, UNLESS OTHERWISE INDICATED WITH A "▲" OR BEARING.
2. ALL RADIUS ARE 5.0' UNLESS NOTED OTHERWISE



DATE	REVISIONS	BY	CHECKED
08/03/2017	REVISED PER CITY COMMENTS	CPN	GRC
08/10/2017	REVISED PER CLIENT	CPN	GRC

MULLINAX FORD
 CONSTRUCTION PLANS
 1551 E. SEMORAN BLVD
 APOPKA, FLORIDA



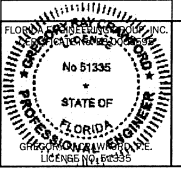
5127 S. Orange Avenue, Suite 200
 Orlando, FL 32809
 Phone: 407-895-0324
 Fax: 407-895-0325
 www.feg-inc.us

SITE GEOMETRY, STRIPING AND SIGNAGE PLAN

182

DRAWN BY CPN	CHECKED BY GRC	APPROVED BY GRC
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PROJECT NO.	17-026
SCALE	1" = 40'
DATE	JULY 13, 2017
SHEET NO.	C-8
SHEET	8 OF 27



DRAINAGE STRUCTURE LEGEND

- SD-1**
TYPE "D" INLET
PER F.D.O.T. INDEX "232"
TOP ELEV. 106.80
INV. ELEV. 101.90 S
INV. ELEV. 101.90 E
- SD-2**
TYPE "D" INLET
PER F.D.O.T. INDEX "232"
W/ TYPE "J" BOTTOM
PER F.D.O.T. INDEX "200 & 201"
TOP ELEV. 106.80
INV. ELEV. 101.20 E
INV. ELEV. 101.79 S
INV. ELEV. 101.30 W
- SD-3**
TYPE "D" INLET
PER F.D.O.T. INDEX "232"
W/ TYPE "J" BOTTOM
PER F.D.O.T. INDEX "200 & 201"
TOP ELEV. 106.80
INV. ELEV. 100.90 W
INV. ELEV. 100.80 N
INV. ELEV. 102.30 E

- SD-4**
TYPE "D" INLET
PER F.D.O.T. INDEX "232"
W/ TYPE "J" BOTTOM
PER F.D.O.T. INDEX "200 & 201"
TOP ELEV. 106.80
INV. ELEV. 100.17 S
INV. ELEV. 100.17 N
- MES-1**
MITERED END SECTION
PER F.D.O.T. INDEX "272"
INV. ELEV. 100.00 (SUMP)

SITE DRAINAGE KEYNOTES

- D1. F.D.O.T. MITERED END SECTION PER INDEX No. 272, TYPICAL.
- D2. F.D.O.T. TYPE "C" DITCH BOTTOM INLET PER INDEX No. 232, TYPICAL.
- D3. F.D.O.T. TYPE "D" DITCH BOTTOM INLET PER INDEX No. 232, TYPICAL.
- D4. YARD DRAIN BASIN (NYLOPAST) PER ADVANCED DRAINAGE SYSTEMS (ADS).

GRADING KEYNOTES

- G1. F.D.O.T. TYPE "III" SILT FENCE EROSION CONTROL BARRIER PER INDEX No. 102, TYPICAL.
- G2. PROVIDE 1/2 EXPANSION JOINT WHERE ABUTTING EXISTING CONCRETE. CONTRACTOR TO VERIFY THAT THE CONDITION OF EXISTING PAVING IS SUITABLE FOR PROVIDING A SMOOTH TRANSITION AND REPLACE DAMAGED CONCRETE AS REQUIRED.

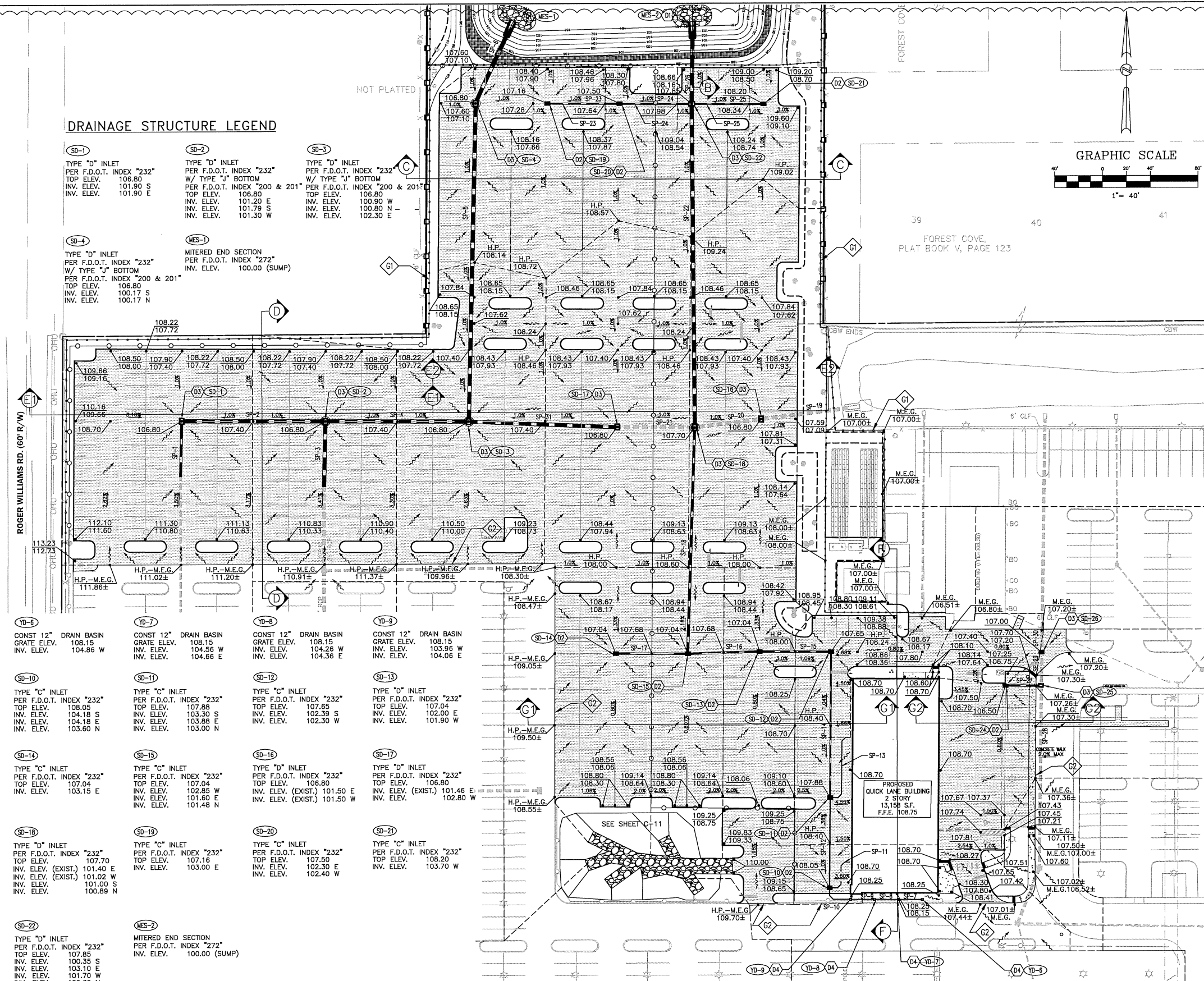
SITE LEGEND

- CUSTOMER PARKING SPACES
- NEW LIGHT DUTY CONCRETE PAVEMENT
- NEW HEAVY DUTY CONCRETE PAVEMENT
- MAINTENANCE BERM
- PROJECT AREA LIMITS
- PROPOSED WALL

STORM DRAINAGE PIPE CHART

DESIGNATION	PIPE			FROM STRUCTURE NUMBER	TO STRUCTURE NUMBER
	LENGTH (LINEAR FEET)	SIZE & TYPE	SLOPE		
SP-1	48	24" RCP	0.12%	EXISTING	SD-1
SP-2	120	24" RCP	0.50%	SD-1	SD-2
SP-3	56	36" RCP	0.17%	EXISTING	SD-2
SP-4	120	36" RCP	0.25%	SD-2	SD-3
SP-5	266	36" RCP	0.24%	SD-3	SD-4
SP-6	75	36" RCP	0.23%	SD-4	SD-5
SP-7	20	8" PVC	1.0%	SD-6	SD-7
SP-8	20	8" PVC	1.0%	SD-7	SD-8
SP-9	20	8" PVC	1.0%	SD-8	SD-9
SP-10	22	8" PVC	1.0%	SD-9	SD-10
SP-11	33	8" PVC	1.0%	ROOF DRAIN	SD-10
SP-12	76	15" RCP	0.39%	SD-10	SD-11
SP-13	62	8" PVC	1.0%	ROOF DRAIN	SD-11
SP-14	122	15" RCP	0.50%	SD-11	SD-12
SP-15	60	15" RCP	0.50%	SD-12	SD-13
SP-16	60	15" RCP	0.50%	SD-13	SD-15
SP-17	60	15" RCP	0.50%	SD-14	SD-15
SP-18	190	24" RCP	0.25%	SD-15	SD-18
SP-19	EXISTING	36" RCP	---	---	SD-16
SP-20	EXISTING	36" RCP	0.18%	SD-16	SD-18
SP-21	EXISTING	36" RCP	0.70%	SD-17	SD-18
SP-22	271	36" RCP	0.20%	SD-18	SD-22
SP-23	60	15" RCP	1.0%	SD-19	SD-20
SP-24	60	15" RCP	1.0%	SD-20	SD-22
SP-25	60	15" RCP	1.0%	SD-21	SD-22
SP-26	65	36" RCP	0.50%	SD-22	SD-23
SP-27	30	15" RCP	0.52%	SD-24	SD-25
SP-28	EXISTING	30" RCP	---	---	SD-25
SP-29	EXISTING	30" RCP	---	---	SD-26
SP-30	EXISTING	30" RCP	---	---	---
SP-31	124	18" RCP	0.40%	SD-3	SD-17

- SD-24**
TYPE "D" INLET
PER F.D.O.T. INDEX "232"
TOP ELEV. 106.50
INV. ELEV. 102.00 E
- SD-25**
TYPE "D" INLET
PER F.D.O.T. INDEX "232"
TOP ELEV. 107.25
INV. ELEV. 101.85 W
INV. ELEV. (EXISTING) 101.55 N&S
- SD-26**
TYPE "D" INLET
PER F.D.O.T. INDEX "232"
TOP ELEV. 107.00
INV. ELEV. (EXISTING) 101.50 N&S



- SD-10**
TYPE "C" INLET
PER F.D.O.T. INDEX "232"
TOP ELEV. 108.05
INV. ELEV. 104.18 S
INV. ELEV. 104.18 E
INV. ELEV. 103.60 N
- SD-11**
TYPE "C" INLET
PER F.D.O.T. INDEX "232"
TOP ELEV. 107.86
INV. ELEV. 103.30 S
INV. ELEV. 103.88 E
INV. ELEV. 103.00 N
- SD-12**
TYPE "C" INLET
PER F.D.O.T. INDEX "232"
TOP ELEV. 107.65
INV. ELEV. 102.39 S
INV. ELEV. 102.30 W
- SD-13**
TYPE "D" INLET
PER F.D.O.T. INDEX "232"
TOP ELEV. 106.80
INV. ELEV. (EXIST.) 101.46 E
INV. ELEV. (EXIST.) 102.80 W

- SD-14**
TYPE "C" INLET
PER F.D.O.T. INDEX "232"
TOP ELEV. 107.04
INV. ELEV. 103.15 E
- SD-15**
TYPE "C" INLET
PER F.D.O.T. INDEX "232"
TOP ELEV. 107.04
INV. ELEV. 102.85 W
INV. ELEV. 101.60 E
INV. ELEV. 101.48 N
- SD-16**
TYPE "D" INLET
PER F.D.O.T. INDEX "232"
TOP ELEV. 106.80
INV. ELEV. (EXIST.) 101.50 E
INV. ELEV. (EXIST.) 101.50 W
- SD-17**
TYPE "D" INLET
PER F.D.O.T. INDEX "232"
TOP ELEV. 106.80
INV. ELEV. (EXIST.) 101.46 E
INV. ELEV. (EXIST.) 102.80 W

- SD-18**
TYPE "D" INLET
PER F.D.O.T. INDEX "232"
TOP ELEV. 107.70
INV. ELEV. (EXIST.) 101.40 E
INV. ELEV. (EXIST.) 101.02 W
INV. ELEV. 101.00 S
INV. ELEV. 100.89 N
- SD-19**
TYPE "C" INLET
PER F.D.O.T. INDEX "232"
TOP ELEV. 107.16
INV. ELEV. 103.00 E
- SD-20**
TYPE "C" INLET
PER F.D.O.T. INDEX "232"
TOP ELEV. 107.50
INV. ELEV. 102.30 E
INV. ELEV. 102.40 W
- SD-21**
TYPE "C" INLET
PER F.D.O.T. INDEX "232"
TOP ELEV. 108.20
INV. ELEV. 103.70 W

- SD-22**
TYPE "D" INLET
PER F.D.O.T. INDEX "232"
TOP ELEV. 107.85
INV. ELEV. 100.35 S
INV. ELEV. 103.10 E
INV. ELEV. 101.70 W
INV. ELEV. 100.30 N
- MES-2**
MITERED END SECTION
PER F.D.O.T. INDEX "272"
INV. ELEV. 100.00 (SUMP)

DATE	REVISIONS	BY	CHECKED
08/03/2017	REVISED PER CITY COMMENTS	CPN	GRC
08/10/2017	REVISED PER CLIENT	CPN	GRC

MULLINAX FORD
CONSTRUCTION PLANS
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APOPKA, FLORIDA

Engineering the Future

5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325
www.feg-inc.us

**SITE PAVING, GRADING
AND DRAINAGE PLAN**

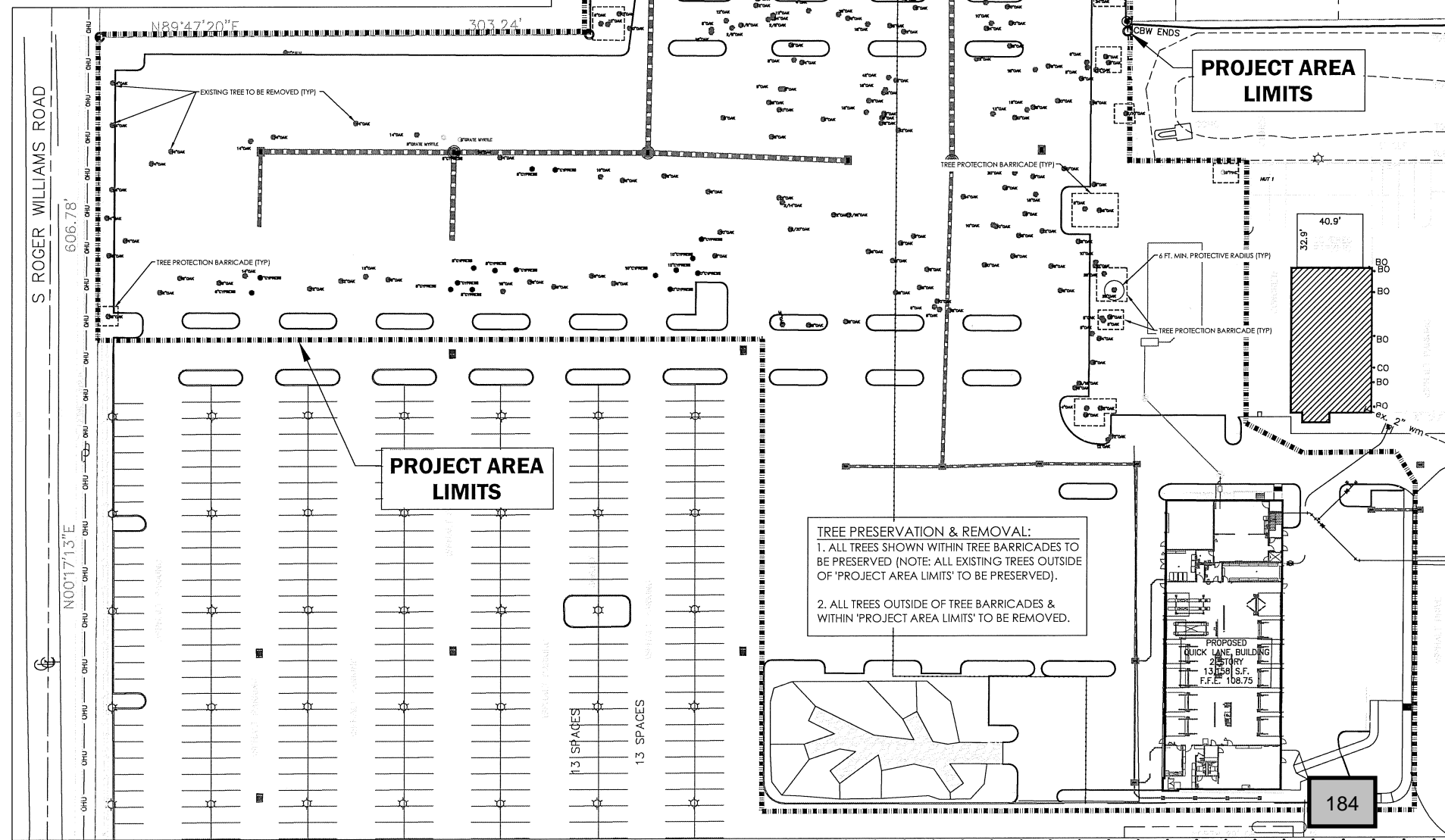
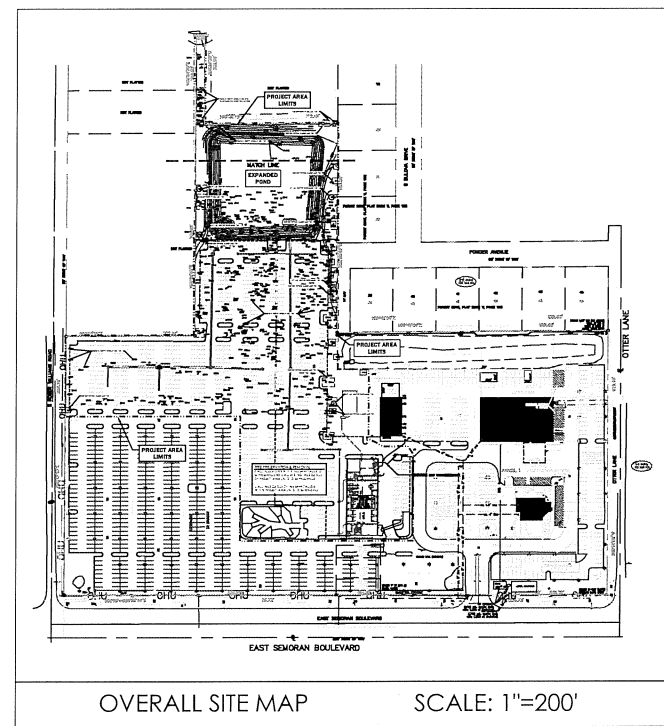
183

DRAWN BY: CPN
CHECKED BY: GRC
APPROVED BY: GRC

PROJECT NO. 17-026
SCALE 1" = 40'
DATE JULY 13, 2017
SHEET NO. C-9
SHEET 9 OF 27

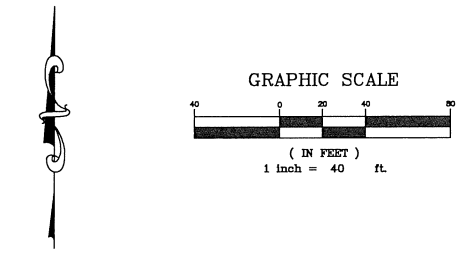
REVISIONS TO OVERALL SHEET 2

All ideas, designs, arrangements and plans indicated or represented by this drawing are owned by and the property of SCHWEIZER BOJACK LANDSCAPE ARCHITECTURE LLC and were created, evolved and developed for the use on and connection with this specific project.



TREE REMOVAL LEGEND:

1. ALL TREES SHOWN WITHIN TREE BARRICADES TO BE PRESERVED (NOTE: ALL EXISTING TREES OUTSIDE OF 'PROJECT AREA LIMITS' TO BE PRESERVED).
2. ALL TREES OUTSIDE OF TREE BARRICADES & WITHIN 'PROJECT AREA LIMITS' TO BE REMOVED.
3. SEE SHEET L-2 FOR TREE REMOVAL & TREE PRESERVATION TABLES.



TREE REMOVAL PLAN

LANDSCAPE & IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE _____ REG. NO. _____ DATE _____

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TREE REMOVAL

QNTY	SIZE	TREE TYPE
1	6"	PINE
135	6"	OAK
6	6"	CYPRESS
6	6"	MYRTLE
2	6"	WILLOW
1	8"	PINE
61	8"	OAK
6	8"	CYPRESS
3	8"	MAPLE
2	8"	CRAPE MYRTLE
2	8"	WILLOW
3	10"	PINE
61	10"	OAK
5	10"	CYPRESS
2	10"	PALM
41	12"	OAK
2	14"	PINE
51	14"	OAK
1	16"	PINE
27	16"	OAK
6	18"	PINE
57	18"	OAK
5	20"	PINE
14	20"	OAK
1	22"	PINE
2	22"	OAK
11	24"	OAK
1	26"	PINE
1	26"	OAK
1	28"	PINE
4	28"	OAK
5	30"	OAK
3	36"	OAK
2	42"	OAK

TOTAL EXISTING TREES TO BE REMOVED: 531 TREES (6,270")
 SPECIMEN TREES (≥24" DBH) REMOVED: 28 TREES (798")
 PROTECTED TREES (<24" DBH) REMOVED: 503 TREES (5,472")
 (NOTE: TREES UNDER 6" DBH NOT INCLUDED)

TREE PRESERVATION

QNTY	SIZE	TREE TYPE
14	6"	OAK
7	8"	OAK
8	10"	OAK
2	12"	OAK
3	14"	OAK
7	16"	OAK
6	18"	OAK
1	18"	PINE
1	22"	OAK
3	24"	OAK
1	28"	PINE
3	28"	OAK
2	30"	OAK
1	48"	OAK

TOTAL EXISTING TREES TO BE PRESERVED: 59 TREES (838")
 SPECIMEN TREES (≥24" DBH) PRESERVED: 10 TREES (292")
 PROTECTED TREES (<24" DBH) PRESERVED: 49 TREES (546")
 (NOTE: OFF SITE TREES & TREES UNDER 6" DBH NOT INCLUDED)

ARBOR TREE CALCULATION: (MAX. REPLACEMENT)

SPECIMEN TREES:
 TOTAL SITE AREA: 936,976 SQ. FT.
 LESS 6,000 SQ. FT.: 930,976 SQ. FT.
 DIVIDED BY 1,000: 931 TREES
 TIMES 5" DBH: 4,655 INCHES
 PLUS 30 INCHES: 4,685 INCHES MAX. REPLACEMENT (SPECIMEN)

NON-SPECIMEN TREES:
 TOTAL SITE AREA: 936,976 SQ. FT.
 LESS 6,000 SQ. FT.: 930,976 SQ. FT.
 DIVIDED BY 1,000: 931 TREES
 TIMES 3.5" DBH: 3,259 INCHES
 PLUS 21 INCHES: 3,280 INCHES MAX. REPLACEMENT (NON-SPECIMEN)

SPECIMEN REPLACEMENT REQUIRED: 798" (ACTUAL REMOVED)
 NON-SPECIMEN REPLACEMENT REQUIRED: 3,280" (MAX. REPLACEMENT)
 TOTAL REPLACEMENT INCHES REQUIRED: 4,078"

TREE REQUIREMENT (MAX. TREE STOCK CALCULATION)

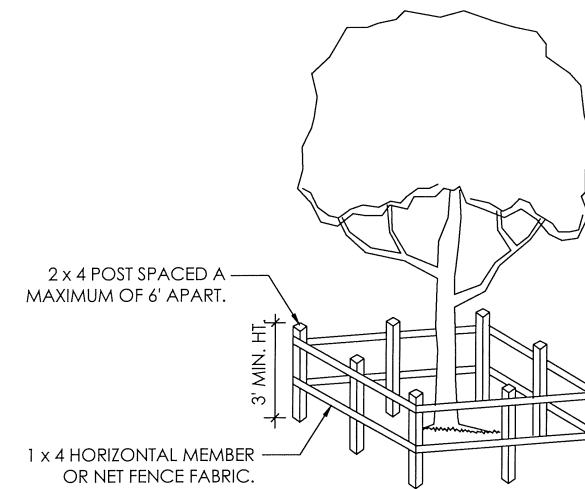
TOTAL SITE AREA: 936,976 SQ. FT.
 TREES REQUIRED: 117 TREES (1 TREE/8,000 SQ. FT.)
 TREES PROVIDED: 107 TREES PROPOSED + ALL EXISTING TREES
 OUTSIDE OF 'PROJECT LIMITS' TO REMAIN

TREE REPLACEMENT (PROPOSED TREES)

19 LIVE OAKS @ 3.5" DBH = 66.5"
 10 RED MAPLES @ 3.5" DBH = 35"
 64 BALD CYPRESS @ 3" DBH = 192"
 14 RED CEDARS @ 3" DBH = 42"

TOTAL PROPOSED INCHES TO BE PLANTED: 335.5"

TREE PROTECTION DETAIL



PROTECTIVE BARRIERS SHALL BE PLACED AT POINTS NOT CLOSER THAN SIX (6) FEET FROM THE BASE OF THE TREE. EACH SECTION OF THE BARRIER SHALL BE CLEARLY VISIBLE (FLAGGED WITH BRIGHTLY COLORED PLASTIC TAPES OR OTHER MARKERS). NO ATTACHMENTS OR WIRES OTHER THAN THOSE OF A PROTECTIVE OR NON-DAMAGING NATURE SHALL BE ATTACHED TO ANY TREE.

TREE PROTECTION NOTES

- All protected tree shall have the trunk and roots protected by protective barriers erected prior to development activity in accordance with the following:
1. Protective barriers constructed of wood rails, chain link fabric or orange plastic safety netting shall be placed around the tree or trees to form a continuous barricade at least four feet high. Ideally such barriers will form a protection zone described by the drip line.
 2. Signs or other markings shall be placed on all sides of the protective barrier to designate the protected area.
 3. Protective barriers shall remain in place until landscape operations begin or until construction in the immediate area has been completed.
 4. Trenching for underground utilities shall be prohibited inside the protective barriers. If underground utilities must be routed through the protected area, tunneling shall be required. All landscape preparation in these areas shall be conducted by hand, except for mechanical tunneling as needed.
 5. No vehicles, equipment, materials or fill shall be placed or stored within the protected area.

TREE MITIGATION NOTES & DETAILS

LANDSCAPE & IRRIGATION DESIGN

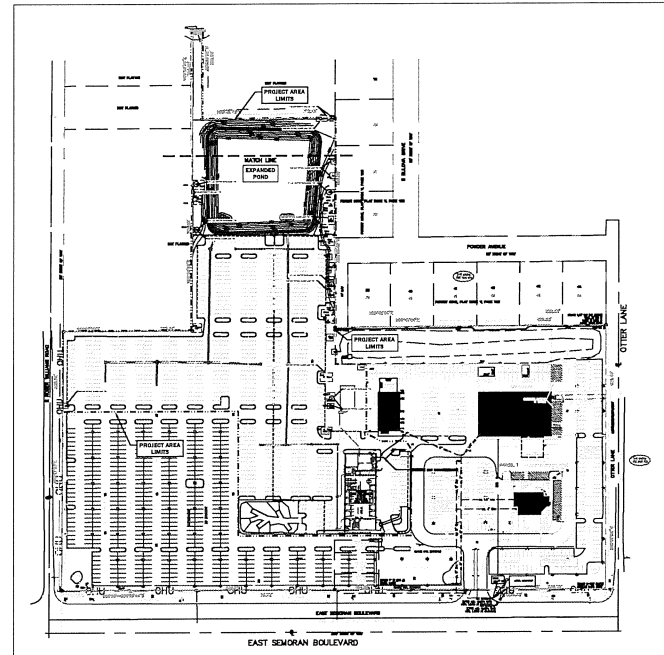
I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE

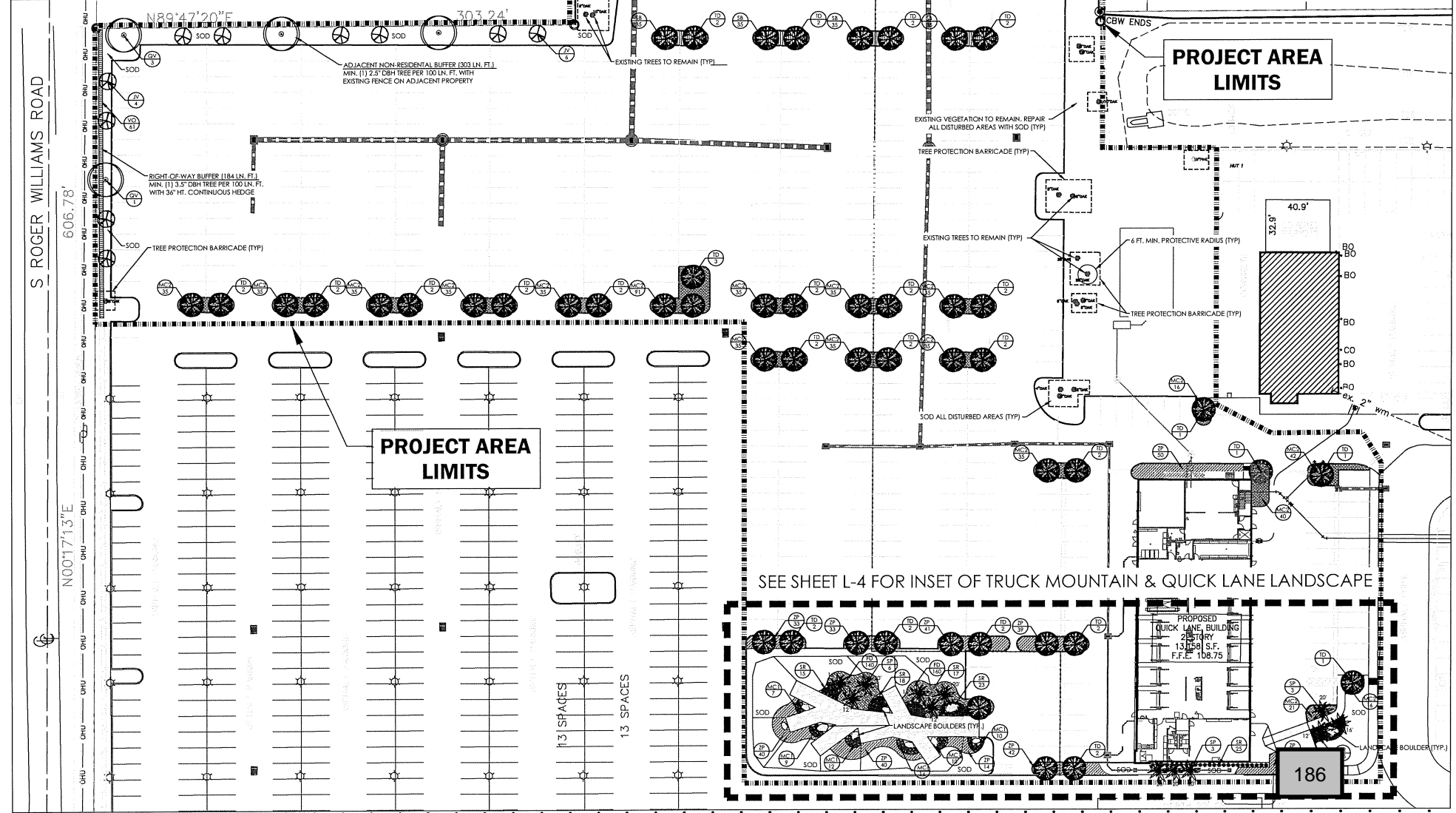
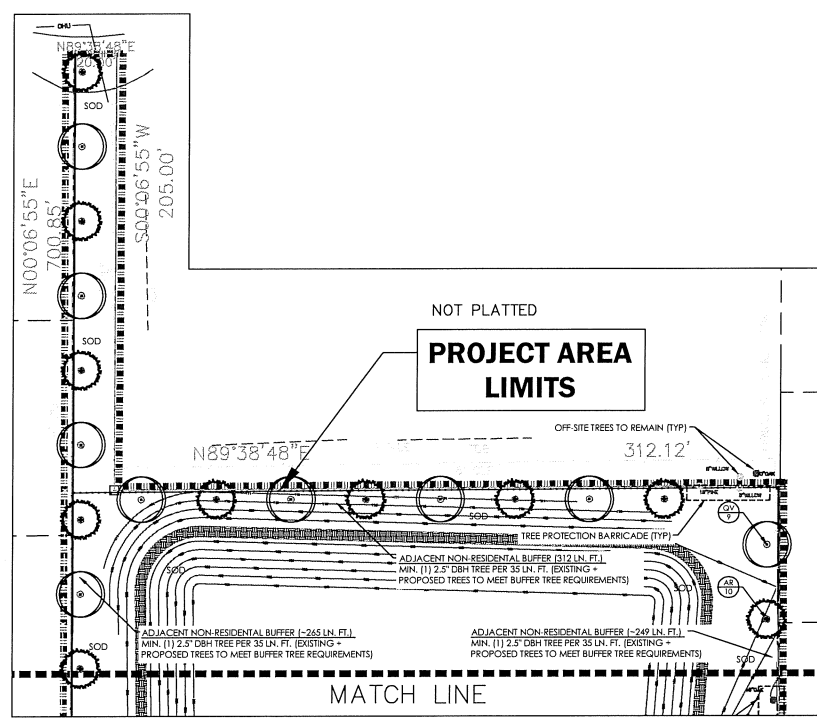
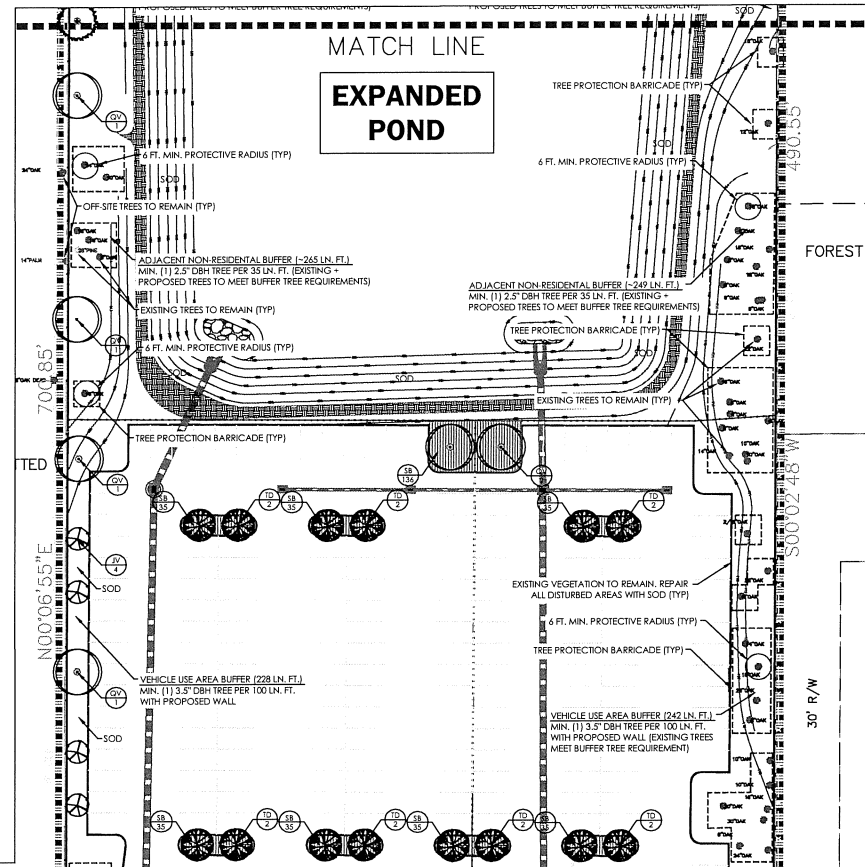
REG. NO.

DATE

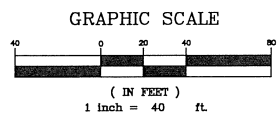
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OVERALL SITE MAP SCALE: 1"=200'



SEE SHEET L-4 FOR LANDSCAPE LEGEND



LANDSCAPE PLAN

LANDSCAPE & IRRIGATION DESIGN

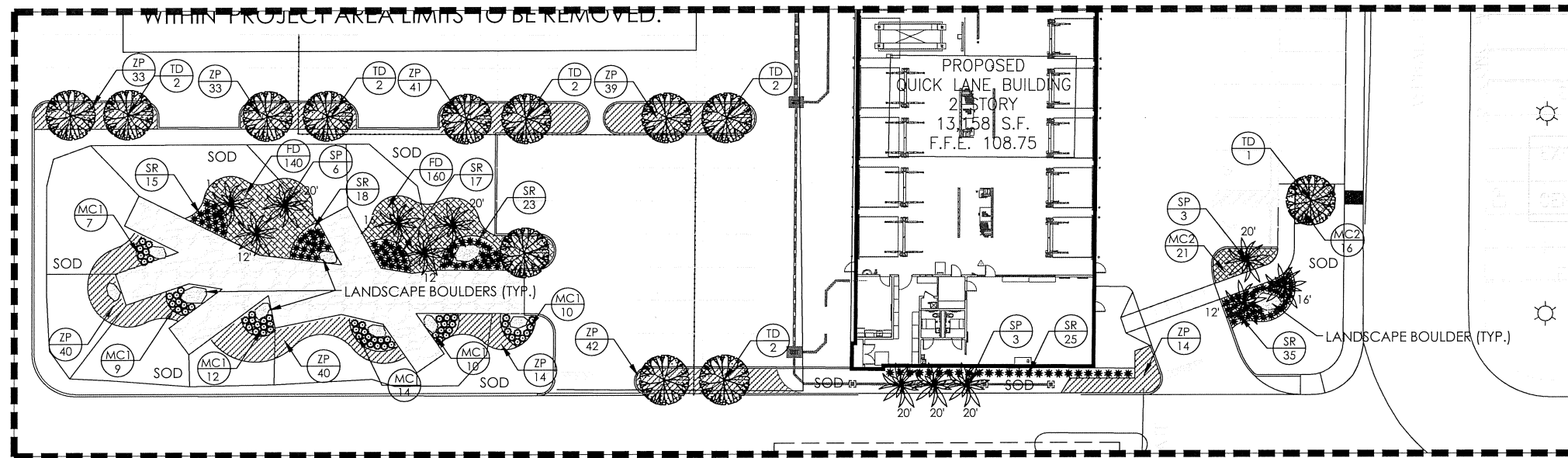
I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE _____ REG. NO. _____ DATE _____

MULLINAX FORD
1151 SEMORAN BLVD., CITY OF APOPKA, FL 32703

7/13/17
DRAWN BY: KB
SHEET NUMBER
L-3

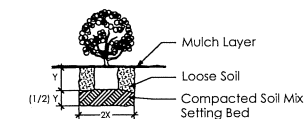
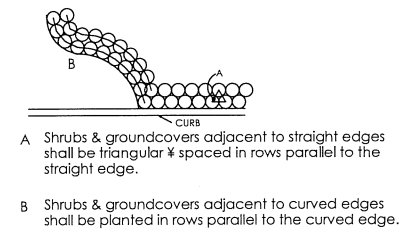
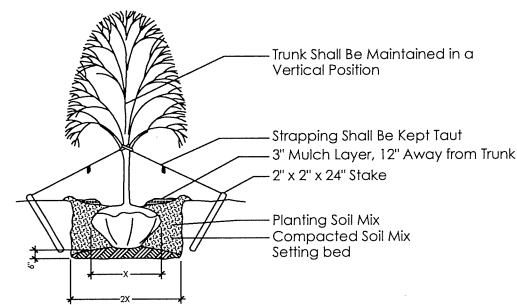
TRUCK MOUNTAIN & QUICK LANE LANDSCAPE INSET (SEE SHEET L-3 FOR OVERALL LANDSCAPE PLAN)



SCHWEIZER
BO JACK
LANDSCAPE
ARCHITECTURE

LANDSCAPE & IRRIGATION DESIGN
PO BOX 948383 • MAITLAND, FLORIDA 32794 • PH: (407) 376-1423
LICENSE NO. LC2600487 • DESIGN@SCHWEIZERBOJACK.COM

PLANTING DETAILS



PLANT MATERIALS LEGEND

SYMBOL	KEY	QNTY.	COMMON/BOTANICAL NAME	SPECIFICATIONS/DESCRIPTION
	QV	19	Live Oak <i>Quercus virginiana</i>	3.5" DBH, 12' Min. Ht., 100 Gal. or B&B
	AR	10	Red Maple <i>Acer rubrum</i>	3.5" DBH, 12' Min. Ht., 100 Gal. or B&B
	TD	64	Bald Cypress <i>Taxodium distichum</i>	3" DBH, 12' Min. Ht., 65 Gal. or B&B
	JV	14	Southern Red Cedar <i>Juniperus virginiana</i>	3" DBH, 10' Min. Ht., 65 Gal. or B&B
	SP	9	Sabal Palms <i>Sabal palmetto</i>	12', 16' & 20' Hts., Slick Trunks
	VO	60	Sweet Viburnum <i>Viburnum odoratissimum</i>	7 Gal., 36" Ht., 36" O.C.
	SR	132	Saw Palmetto <i>Serenoa repens</i>	7 Gal., 18" - 24" O.A. Ht., 30" O.C.
	MC1	62	Mulhy Grass <i>Muhlenbergia capillaris</i>	3 Gal., Full, 24" O.C.
	MC2	646	Mulhy Grass <i>Muhlenbergia capillaris</i>	3 Gal., Full, 30" O.C.
	SB	520	Sand Cordgrass <i>Spartina bakeri</i>	3 Gal., Full, 30" O.C.
	FD	300	Dwarf Fakahatchee Grass <i>Tripsacum dactyloides</i>	3 Gal., Full, 24" O.C.
	ZP	346	Coontie <i>Zamia pumila</i>	3 Gal., Full, 36" O.C.
	SOD	TBD	Bahia Sod <i>Paspalum notatum 'Argentine'</i>	Solid Sod, As Indicated On Plans
	MULCH	TBD	Pine Bark Mulch	3" Minimum Depth, All Planting Area

LANDSCAPE GENERAL NOTES

- The Landscape Contractor shall insure that this work does not interrupt established or projected drainage patterns. The Landscape Contractor shall insure adequate vertical drainage in all plant beds and planters. Vertical drilling through any compacted fill to native soil shall be accomplished to insure drainage.
- The Landscape Contractor shall be responsible for all materials and all work as called for on the landscape plans and in the landscape specifications. The list of plant quantities accompanying the plans shall be sued as a guide only. Contractor shall verify all quantities and report any discrepancies at the time of bidding.
- All plant materials shall be graded Florida No. 1 or better, as outlined under Grades and Standards for Nursery Plants, Division of Plant Industry, State of Florida, unless otherwise noted.
- All plant beds and tree rings shall be top dressed with a 3" minimum depth of pine bark nuggets.
- The Landscape Contractor shall be wholly responsible for stability and plumb condition of all trees and shrubs. Staking of trees or shrubs, if desired or requested by the Landscape Architect or owner, shall be done utilizing a method agreed upon by the Landscape Architect.
- No fill material or use of heavy equipment around existing trees is allowed. Existing trees are to be protected by a wood barricade erected in compliance with local codes.
- The Landscape Contractor is responsible for testing project soils. The Landscape Contractor is to provide a certified soils report to the Owner and Landscape Architect. The Landscape Contractor shall verify that the soils on site are acceptable for proper growth of the proposed plant material. Should the Landscape Contractor find poor soil conditions, the Owner and Landscape Architect must be consulted prior to planting.
- All grades, dimensions and existing conditions shall be verified by the Contractor on site before construction begins. Any discrepancies shall be brought to the attention of the Landscape Architect.
- All proposed trees to be installed either entirely in or entirely out of planting beds. Planting bedlines are not to be obstructed; smooth and flowing.
- The Landscape Contractor shall review architectural/engineering plans to become thoroughly familiar with surface and subsurface utilities.
- The Landscape Contractor shall coordinate with the lighting and irrigation contractors regarding the timing of the installation of plant material.
- Every possible safeguard shall be taken to protect building surfaces, equipment and furnishings. Landscape Contractor shall be responsible for any damage or injury to person or property which may occur as a result of his negligence in the execution of work.

LANDSCAPE NOTES & DETAILS

LANDSCAPE & IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE

REG. NO.

DATE

MULLINAX FORD
1151 SEMORAN BLVD. CITY OF APOPKA, FL 32703

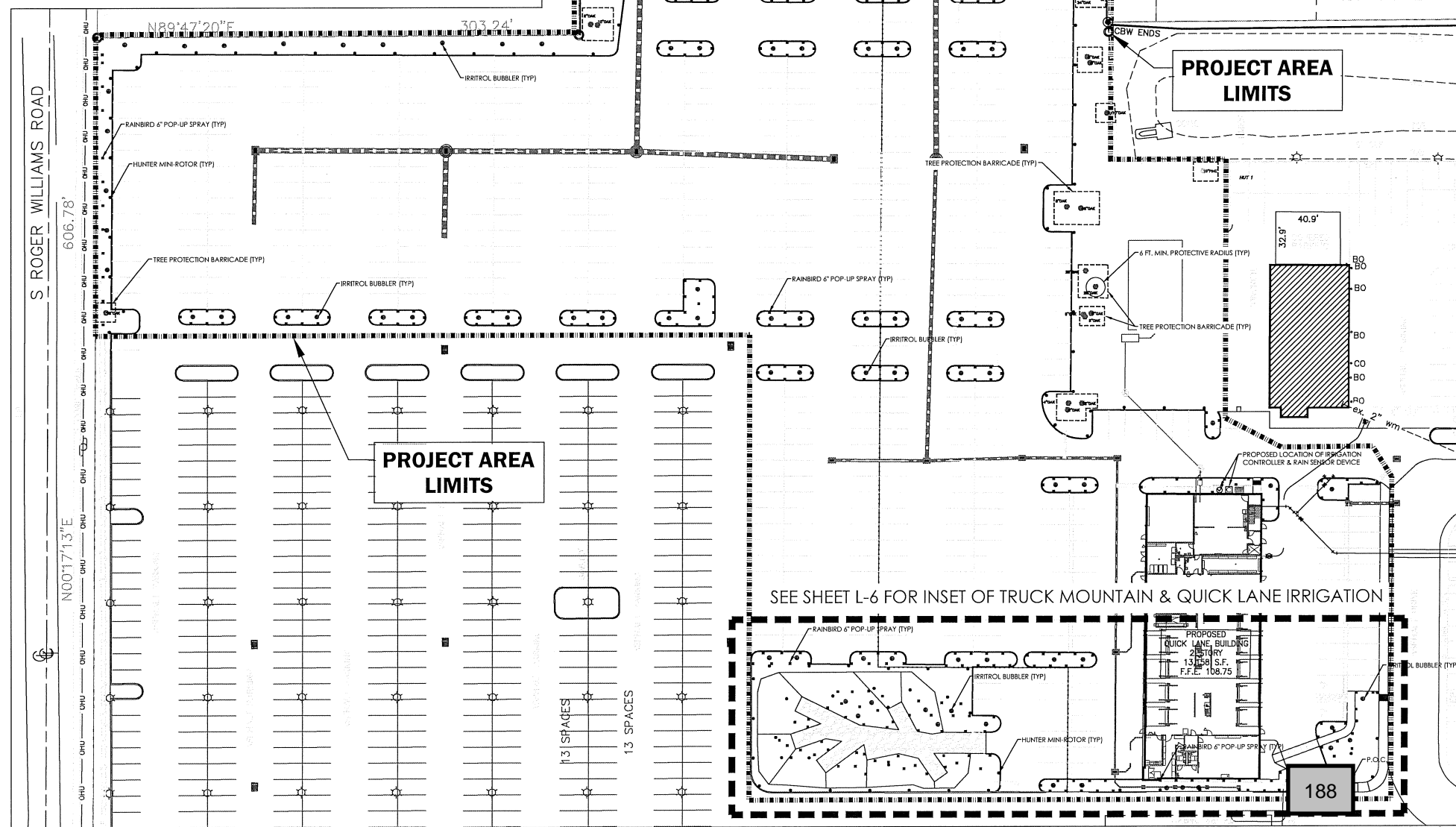
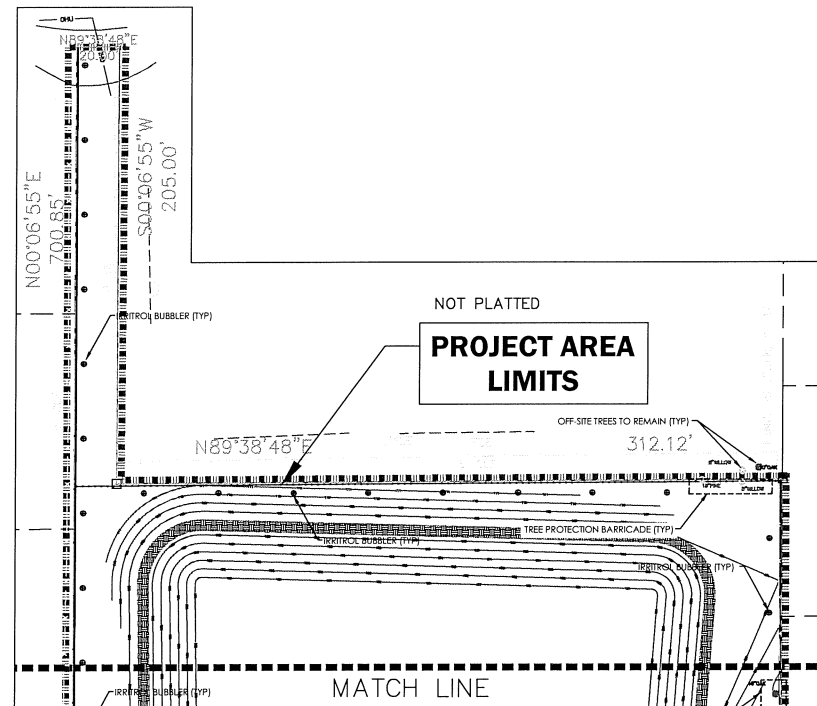
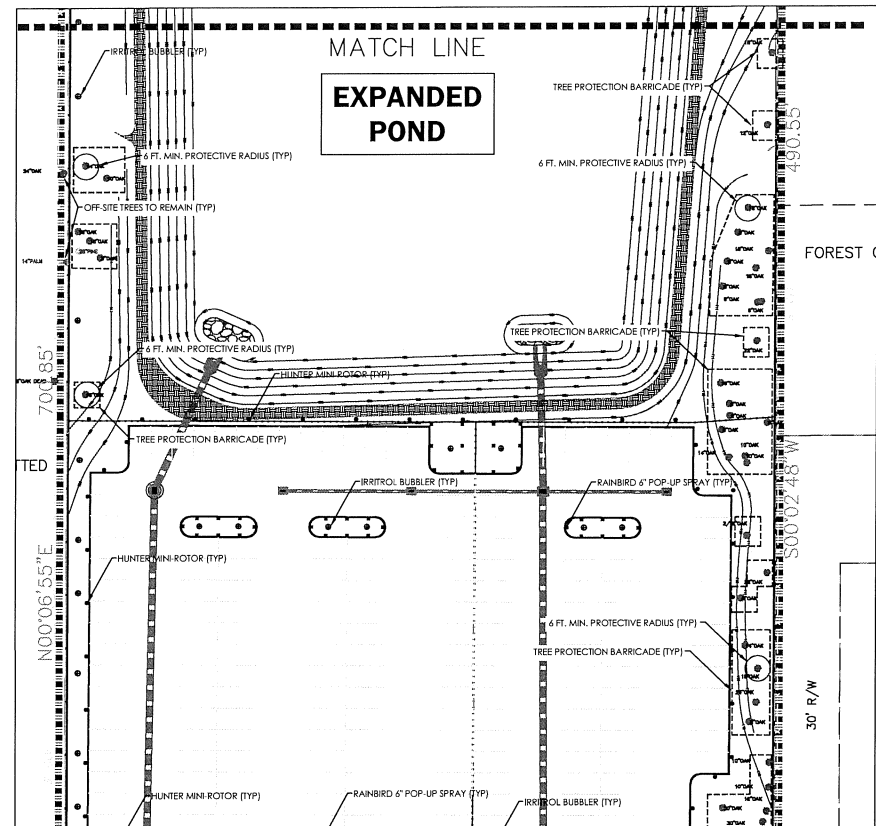
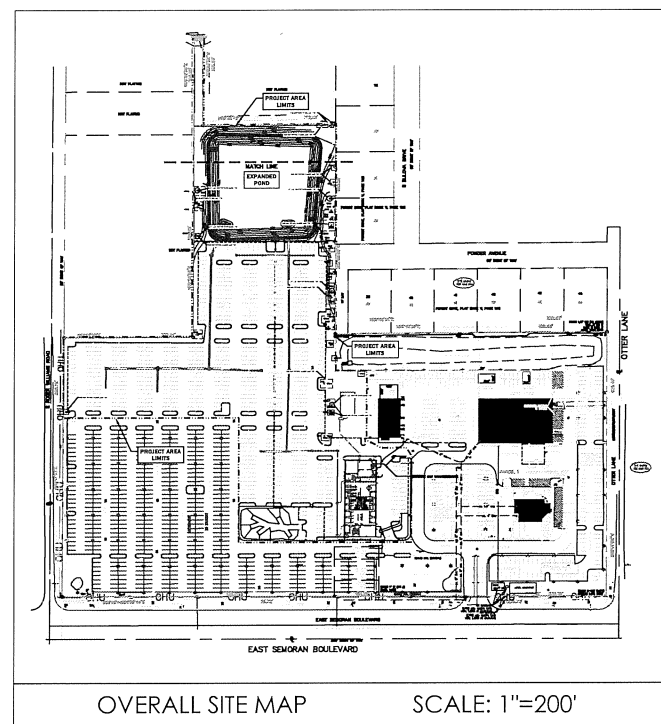
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DRAWN BY: KB

SHEET NUMBER

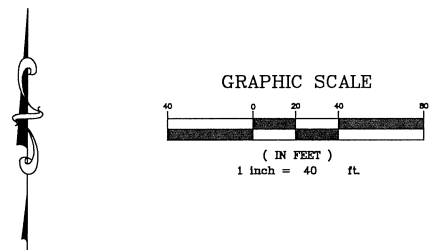
L-4

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All ideas, designs, arrangements and plans indicated or represented by this drawing are owned by and the property of SCHWEIER BOJACK LANDSCAPE ARCHITECTURE LLC and were created, evolved and developed for the use on and connection with this specific project.



SEE SHEET L-6 FOR IRRIGATION LEGEND



IRRIGATION PLAN

LANDSCAPE & IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE

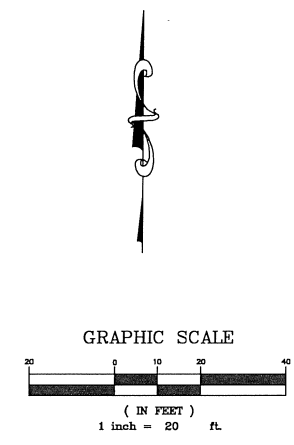
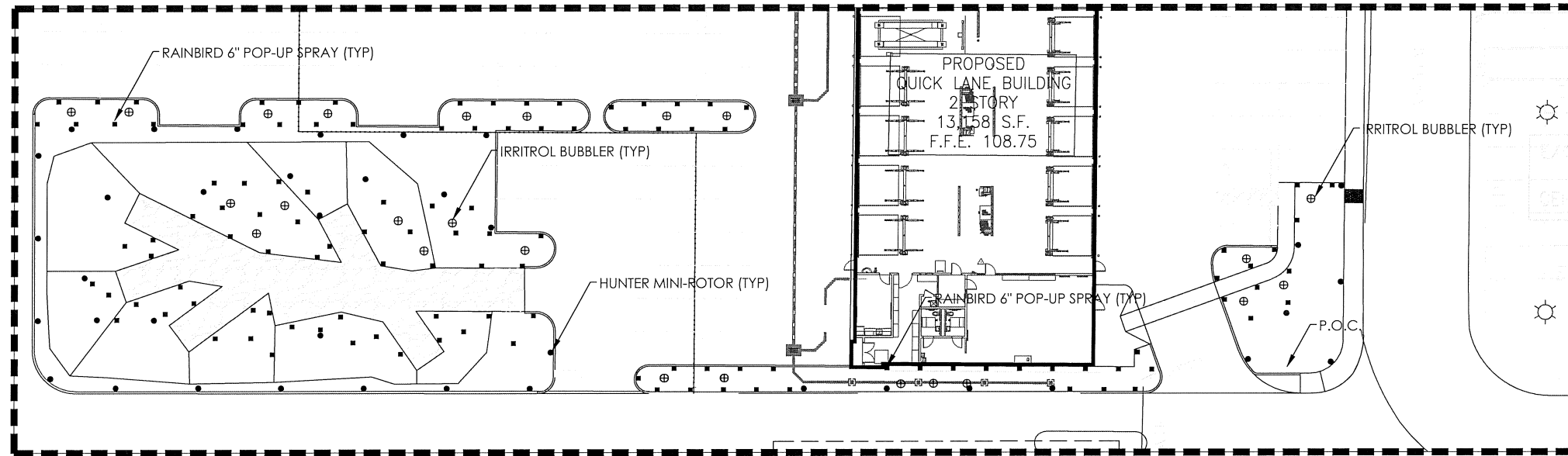
REG. NO.

DATE

MULLINAX FORD
1151 SEMORAN BLVD., CITY OF APOPKA, FL 32703

7/13/17
DRAWN BY: KB
SHEET NUMBER
L-5

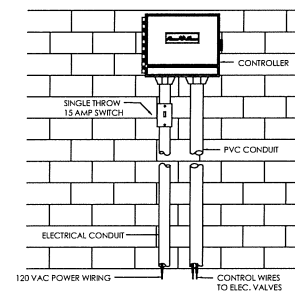
TRUCK MOUNTAIN & QUICK LANE LANDSCAPE INSET (SEE SHEET L-5 FOR OVERALL IRRIGATION PLAN)



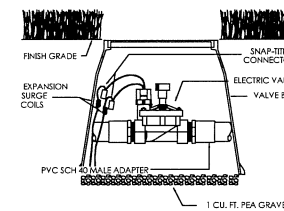
IRRIGATION GENERAL NOTES

1. THE IRRIGATION CONTRACTOR SHALL REFER TO THE LANDSCAPE PLAN WHEN TRENCHING TO LAY PIPE TO AVOID NEW AND EXISTING TREES AND LARGE SHRUBS.
2. ALL WIRING FROM THE IRRIGATION CONTROLLER TO THE REMOTE CONTROL VALVES SHALL BE UF-14/1 DIRECT BURIAL CABLE. ALL WIRE SPLICES SHALL BE MADE IN VALVE BOXES ONLY USING RAINBIRD SNAP-TITE CONNECTORS AND SEALANT.
3. UNLESS OTHERWISE INDICATED, PIPE TO A SINGLE SPRAY HEAD SHALL BE 1/2" PVC CL-315 PIPING.
4. ALL MAINLINE PIPING SHALL BE BURIED TO HAVE A MINIMUM COVER OF 18 INCHES, ALL LATERAL PIPING DOWNSTREAM OF THE MAINLINE SHALL BE BURIED TO HAVE A MINIMUM COVER OF 12 INCHES.
5. THE IRRIGATION CONTRACTOR SHALL COORDINATE WITH THE OWNER OR ARCHITECT ON THE EXACT LOCATION OF THE IRRIGATION CONTROLLER.
6. THE IRRIGATION CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS SHOWN ON THE PLANS AT THE SITE PRIOR TO COMMENCEMENT OF WORK UNDER THIS CONTRACT.
7. ALL IRRIGATION INSTALLATION SHALL CONFORM TO LOCAL CODES AND REGULATIONS.
8. ALL PIPING ON THE PLANS IS DIAGRAMMATICALLY ROUTED FOR CLARITY AND SHALL BE ROUTED TO AVOID NEW AND EXISTING PLANTS. DESIGN MODIFICATIONS SHALL ONLY BE MADE AS NECESSARY TO MEET FIELD CONDITIONS AND ONLY UPON APPROVAL OF THE LANDSCAPE ARCHITECT.
9. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL ADJUSTMENT OF THE SPRINKLERS ARC AND RADIUS TO ASSURE 100 PERCENT COVERAGE.
10. 115 VOLT, SINGLE PHASE ELECTRICAL POWER IS REQUIRED TO OPERATE THE IRRIGATION CONTROLLER. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE LOCATION OF THE POWER WITH THE OWNER OR OWNER'S REPRESENTATIVE. IT SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO SEE THAT THE CONTROLLER IS WIRED IN ACCORDANCE WITH ALL ELECTRICAL CODES BY A LICENSED ELECTRICIAN. ALL MATERIALS NECESSARY TO WIRE THE CONTROLLER SHALL BE FURNISHED BY THE IRRIGATION CONTRACTOR.
11. THE IRRIGATION CONTRACTOR SHALL CHOOSE THE APPROPRIATE NOZZLES TO PROVIDE MAXIMUM COVERAGE.
12. ALL LANDSCAPE IRRIGATION SYSTEMS SHALL BE LOW-VOLUME IRRIGATION SYSTEMS. A LOW-VOLUME IRRIGATION SYSTEM IS DESIGNED TO PROVIDE NO MORE THAN THE MINIMUM AMOUNT OF WATER REQUIRED BY ANY SPECIFIC LANDSCAPE MATERIAL TO ENSURE SURVIVAL OF THAT MATERIAL. SUCH A SYSTEM UTILIZES A COMBINATION OF SPRINKLER MECHANISMS AND ZONES TO ACCOMMODATE THE INDIVIDUAL IRRIGATION REQUIREMENTS OF EACH TYPE OF LANDSCAPE MATERIAL, INCLUDING TREES, SHRUBS, ORNAMENTALS AND TURF AREAS.
13. ALL UNDERGROUND IRRIGATION SYSTEMS SHALL BE REGULATED BY AN AUTOMATIC TIMER OR CONTROLLER.
14. THE DESIGN OF THE IRRIGATION SYSTEM SHALL INCLUDE SPRINKLER HEADS AND DEVICES APPROPRIATE FOR THE LANDSCAPE MATERIALS TO BE IRRIGATED.
15. LOW TRAJECTORY HEADS OR LOW-VOLUME WATER DISTRIBUTING DEVICES SHALL BE USED TO IRRIGATE CONFINED AREAS IN ORDER TO PREVENT OVERSPRAY ONTO IMPERVIOUS AREAS.
16. IRRIGATION SYSTEMS SHALL BE DESIGNED TO PLACE HIGH WATER DEMAND AREAS, SUCH AS LAWNS, ON SEPARATE ZONES FROM THOSE AREAS WITH REDUCED WATER REQUIREMENTS.
17. AUTOMATICALLY CONTROLLED IRRIGATION SYSTEMS SHALL BE OPERATED BY AN IRRIGATION CONTROLLER THAT IS CAPABLE OF IRRIGATING HIGH REQUIREMENT AREAS.

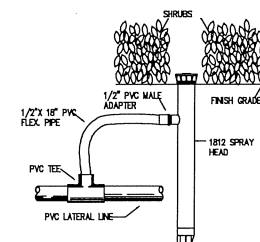
IRRIGATION DETAILS



RAINBIRD WALL MOUNT IRRIGATION CONTROLLER



RAINBIRD MODEL PGA SERIES ELECTRIC VALVE



RAINBIRD MODEL 1812 - SPRAY HEAD

189

IRRIGATION EQUIPMENT LEGEND

SYMBOL	SPECIFICATIONS/DESCRIPTION
P.O.C.	TAP INTO EXISTING IRRIGATION MAINLINE
☉	HUNTER REMOTE RAIN CHECK DEVICE
☐	RAINBIRD OUTDOOR ESP-LX IRRIGATION CONTROLLER
⊙	RAINBIRD ELECTRIC VALVE INSTALLED IN A 12" AMETEK VALVE BOX
⊕	IRRITROL BUBBLERS INSTALLED USING 1/2" FLEX PIPE WITH A MIN. OF 12" LENGTH
■	RAINBIRD LOW-VOLUME 1812-PRS 12" POP-UP SPRAY HEADS (SHRUBS)
•	HUNTER MINI-ROTORS (SOD ONLY)

ADDITIONAL IRRIGATION CLARIFICATIONS:

1. IRRIGATION MAINLINE & LATERAL LINES TO BE SIZED & INSTALLED BY THE IRRIGATION CONTRACTOR
2. ALL IRRIGATION LINES UNDER PAVED AREAS TO BE SLEEVED WITH SCH. 40 SLEEVING SIZED AT LEAST (2) TIMES THE DIAMETER OF THE IRRIGATION LINE SIZE.
3. AVOID CONFLICT WITH EXISTING AND PROPOSED UNDERGROUND UTILITIES & EXISTING TREES DURING INSTALLATION OF PROPOSED IRRIGATION SYSTEM. FIELD ADJUST LAYOUT AS NECESSARY.
4. ALL TREES (BUBBLERS), SOD (6" POP-UP SPRAYS) & SHRUBS (12" POP-UP SPRAYS) TO BE ON SEPARATE ZONES.

IRRIGATION RISERS ARE NOT ALLOWED

IRRIGATION NOTES & DETAILS

LANDSCAPE & IRRIGATION DESIGN

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SIGNATURE

REG. NO.

DATE



SCHWEIZER
BOJACK
LANDSCAPE
ARCHITECTURE

LANDSCAPE & IRRIGATION DESIGN
PO BOX 948383 • MAINTLAND, FLORIDA 32794 • PH. (407) 376-1423
LICENSE NO. LC26000487 • DESIGN@SCHWEIZERBOJACK.COM

MULLINAX FORD
1151 SEMORAN BLVD. CITY OF APOPKA, FL 32703

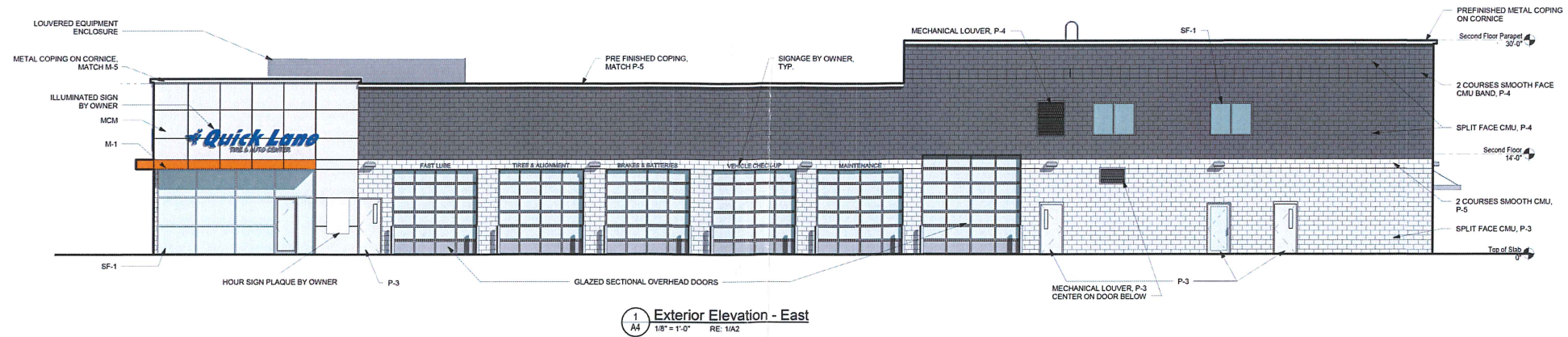
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• DRAWN BY: KB

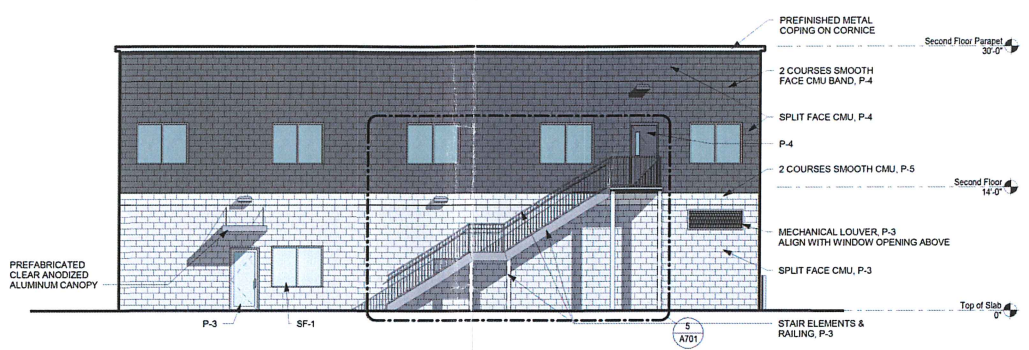
SHEET NUMBER

L-6

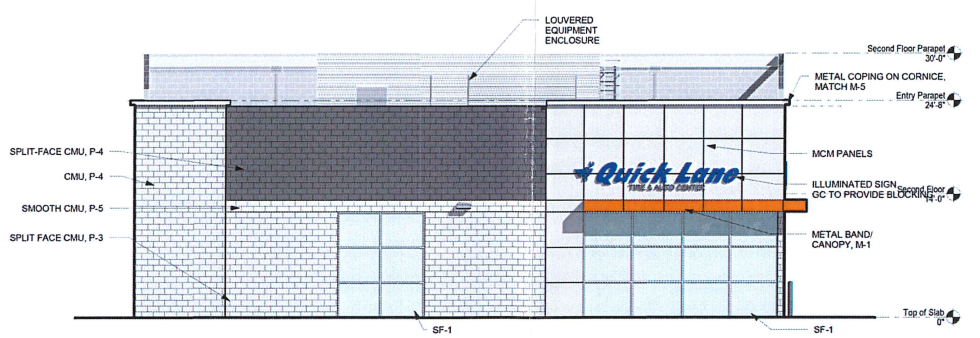
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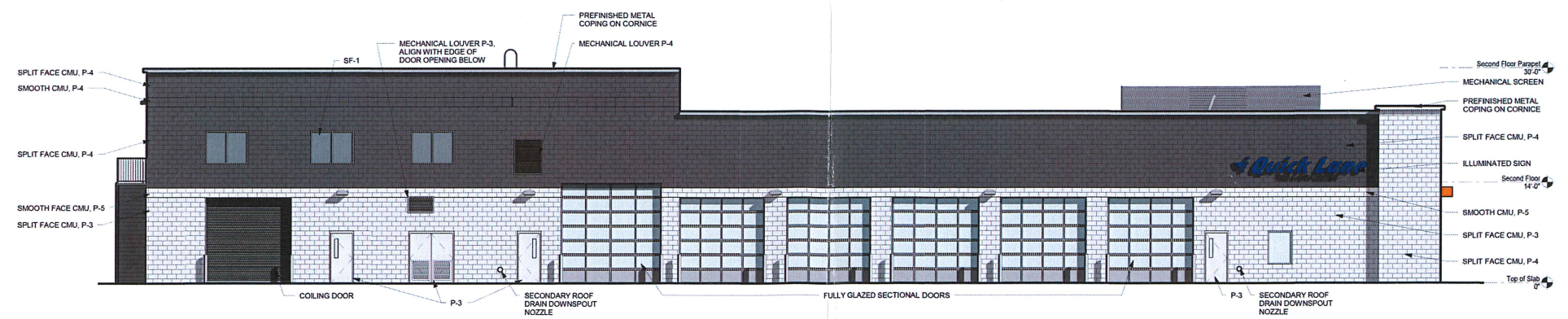
1
A4
Exterior Elevation - East
1/8" = 1'-0" RE: 1/A2



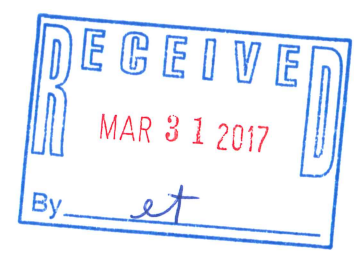
2
A4
Exterior Elevation - North
1/8" = 1'-0" RE: 1/A2



3
A4
Exterior Elevation - South
1/8" = 1'-0" RE: 1/A2



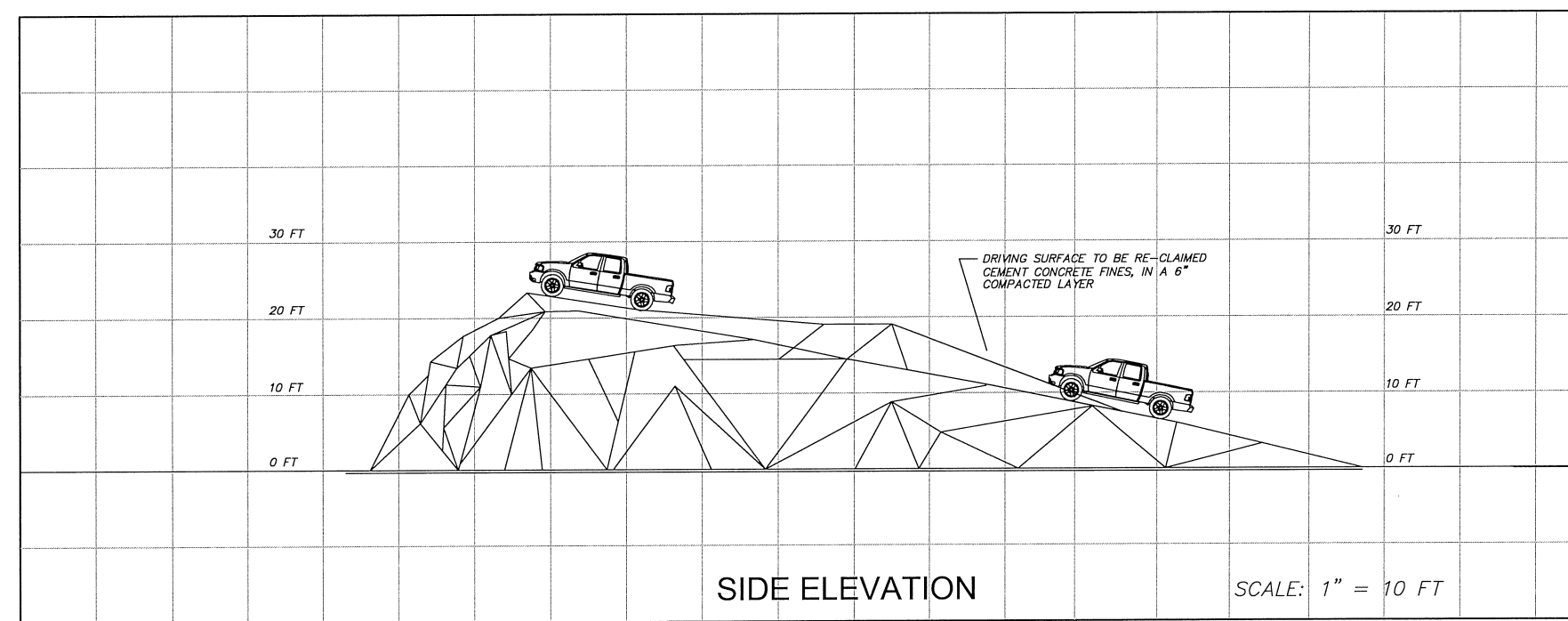
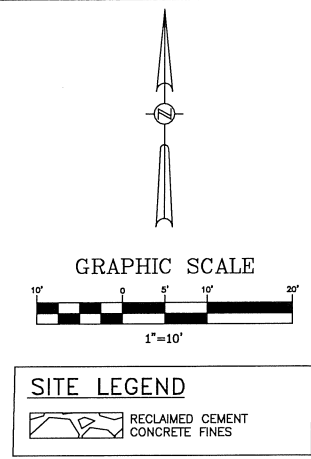
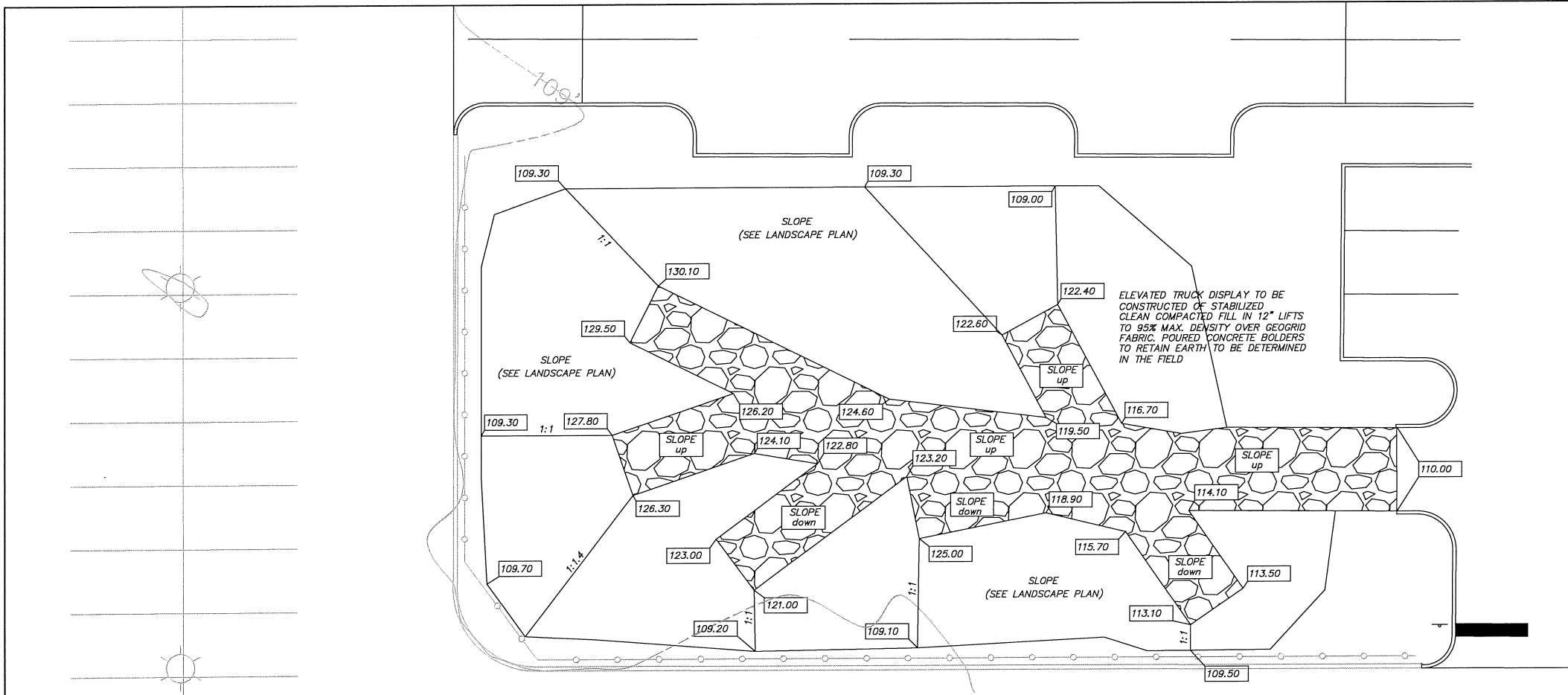
4
A4
Exterior Elevation - West
1/8" = 1'-0" RE: 1/A2



Elevation Materials and Schedule

TAG	DESCRIPTION	
M-1	METAL	ORANGE ACM TO MATCH SIGNAGE
MCM	METAL COMPOSITE MATERIAL	ALPOLIC "HARLINE ALUMINUM" (SILVER)
P-3	PAINT	SHERWIN WILLIAMS "MINDFUL GRAY" #SW-7016
P-4	PAINT	SHERWIN WILLIAMS "SILVERLINE" #SW-9004
P-5	PAINT	SHERWIN WILLIAMS "EIDER WHITE" #SW-1014
P-6	PAINT	ORANGE P-6 TO MATCH
SF-1	STOREFRONT	KAWNEER ENCORE, CLEAR ANODIZED

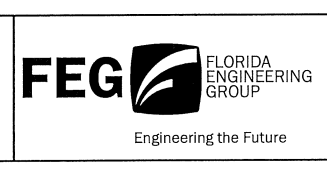




SIDE ELEVATION SCALE: 1" = 10 FT

DATE	REVISIONS	BY	CHECKED

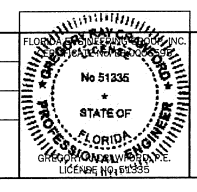
MULLINAX FORD
CONSTRUCTION PLANS
1551 E. SEMORAN BLVD
APOPKA, FLORIDA



5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325
www.feg-inc.us

TRUCK MOUNTAIN PLAN AND DETAILS
192
DRAWN BY CPN
CHECKED BY GRC
APPROVED BY GRC

PROJECT NO. 17-026
SCALE NOTED
DATE JULY 13, 2017
SHEET NO. C-11
SHEET 11 OF 22



THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY (ENGINEER), P.E. ON (DATE) USING A DIGITAL SIGNATURE.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

FINAL DEVELOPMENT PLAN MULLINAX FORD - CONSTRUCTION PLANS 1551 E. SEMORAN BLVD, APOPKA, FL 32703

OWNER: MULLINAX FORD OF CENTRAL FLORIDA, INC.
1551 E. SEMORAN BLVD,
APOPKA, FL 32703
PHONE: (407) 565-2001

APPLICANT: MULLINAX FORD OF CENTRAL FLORIDA, INC.
1551 E. SEMORAN BLVD,
APOPKA, FL 32703
PHONE: (407) 565-2001

LANDSCAPE ARCHITECT: SCHWEISER BOJACK LANDSCAPE ARCH, LLC
P.O. BOX 948383
MAITLAND, FL 32794
PHONE: (407) 376-1423

SURVEYOR: AMERICAN SURVEYING & MAPPING, INC.
3191 MAGUIRE BLVD, SUITE 200
ORLANDO, FL 32803
PHONE: (407) 426-7979

LEGAL DESCRIPTION:

PARCEL 1:
THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 21 SOUTH, RANGE 28 EAST, LESS THE SOUTH 183.35 FEET OF THE WEST 104.35 FEET THEREOF, AND LESS ROAD RIGHT-OF-WAY ON SOUTH, AND LESS THE EAST 30 FEET FOR ROAD RIGHT-OF-WAY, ORANGE COUNTY, FLORIDA. PART OF THE CITY OF APOPKA. CONTAINING 8.747 ACRES MORE OR LESS.

TOGETHER WITH PARCEL 2:
THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 (LESS RIGHT-OF-WAY ON SOUTH) AND (LESS THE NORTH 180 FEET LYING EAST OF THE WEST 20 FEET THEREOF), SECTION 11, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ALL IN ORANGE COUNTY, FLORIDA. PART OF THE CITY OF APOPKA. CONTAINING 8.528 ACRES MORE OR LESS.

TOGETHER WITH PARCEL 3:
THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 21 SOUTH, RANGE 28 EAST, LESS THE WEST 30 FEET FOR ROAD RIGHT-OF-WAY AND LESS ROAD RIGHT-OF-WAY ON SOUTH, ORANGE COUNTY, FLORIDA. CONTAINING 4.241 ACRES MORE OR LESS.

AND

THE NORTH 50 FEET OF THE SOUTH 154.35 FEET OF THE WEST 104.35 FEET OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

AND

THE NORTH 29 FEET OF THE SOUTH 183.35 FEET OF THE WEST 104.35 FEET OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

PARCEL I.D. No. 11-21-28-0000-00-065
11-21-28-0000-00-066
11-21-28-0000-00-068

SITE VICINITY MAP



NOT TO SCALE

PLAN INDEX

Sheet Number	Sheet Title
1	COVER
2	BOUNDARY SURVEY 1
3	BOUNDARY SURVEY 2
4	LEGEND NOTES & SPECIFICATIONS
5	SITE DEMOLITION & STORMWATER POLLUTION PREVENTION PLAN
6	SITE DEMOLITION & STORMWATER POLLUTION PREVENTION PLAN NOTES
7	OVERALL SITE PLAN
8	SITE GEOMETRY, STRIPING AND SIGNAGE PLAN
9	SITE PAVING, GRADING AND DRAINAGE PLAN
10	SITE UTILITY PLAN
11	TRUCK MOUNTAIN PLAN AND DETAILS
12	CROSS SECTIONS
13	SITE CONSTRUCTION DETAILS SHEET 1 OF 2
14	SITE CONSTRUCTION DETAILS SHEET 2 OF 2
15	CITY OF APOPKA UTILITY DETAILS SHEET 1 OF 2
16	CITY OF APOPKA UTILITY DETAILS SHEET 2 OF 2
L-1 - L-6	LANDSCAPE PLANS

UTILITY COMPANIES

WATER: (407) 703-1685
SEWER: (407) 703-1685
ELECTRIC: (727) 893-9394
TELEPHONE: (407) 814-5344
TELEPHONE: (561) 997-0240
CABLE: (407) 532-8509
GAS: (407) 656-2734

CITY OF APOPKA
CITY OF APOPKA
DUKE
CENTURY LINK
AT&T
CHARTER COMMUNICATIONS
LAKE APOPKA NATURAL GAS DISTRICT

FEG  **FLORIDA ENGINEERING GROUP**

Engineering the Future

5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325

www.feg-inc.us

FLORIDA ENGINEERING GROUP, INC.
CERTIFICATE No. EB-0006595

GREGORY R. CRAWFORD, P.E.
LICENSE NO. 51335

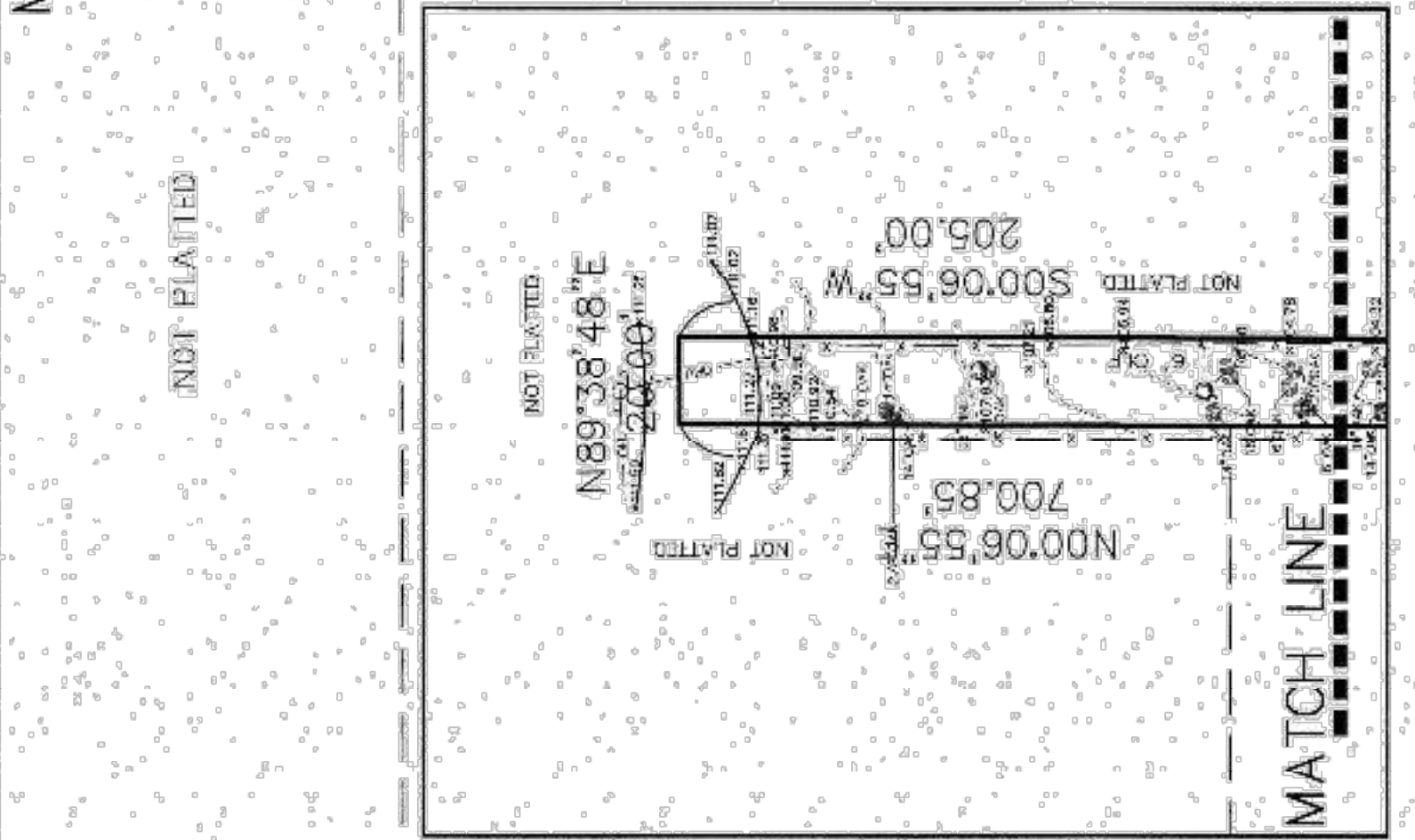
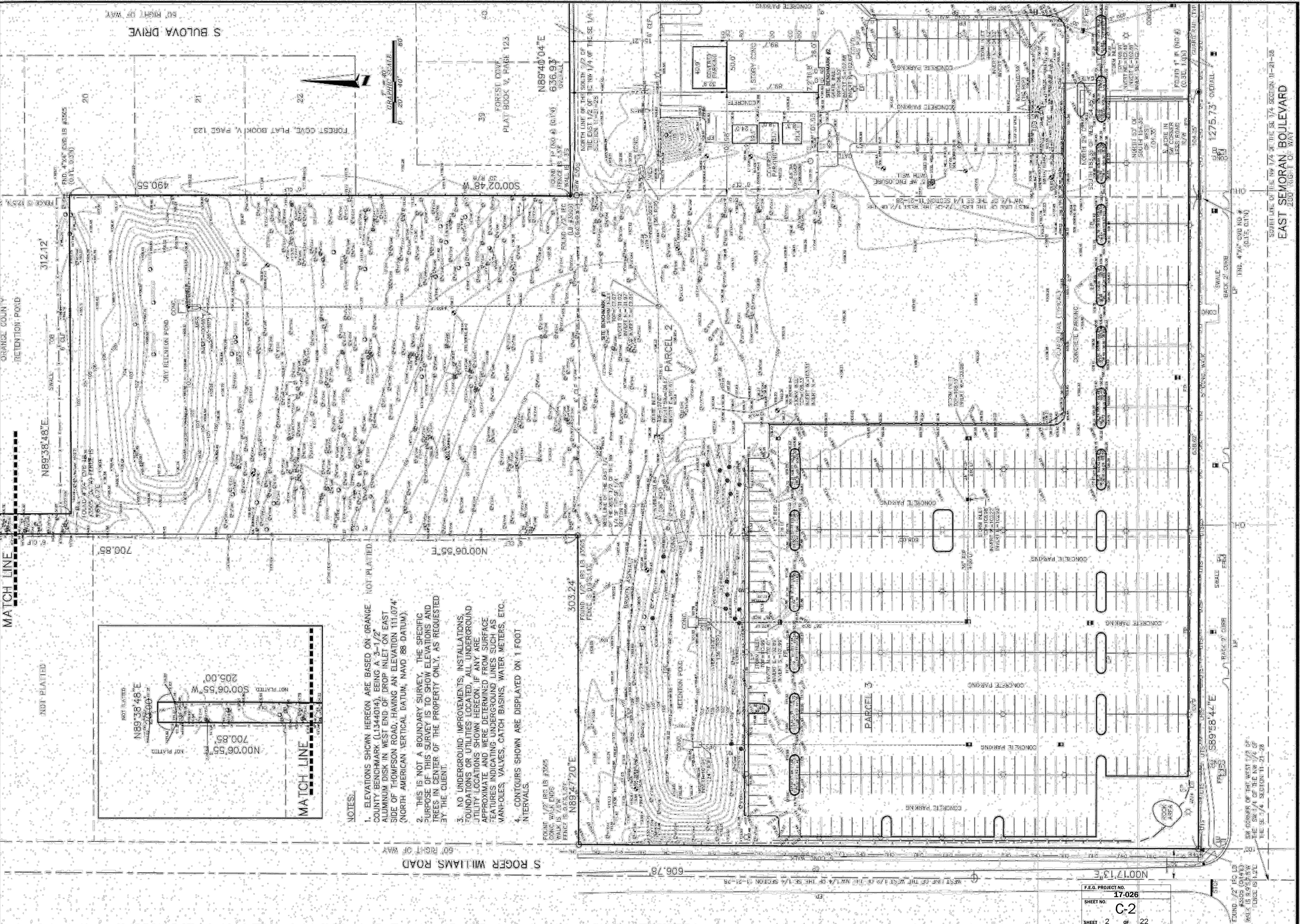
LIBRARY SERVICE: THIS SURVEY, SUBJECT TO THE SURVEYOR'S NOTES CONTAINED HEREON, MEETS THE APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPING INCORPORATED, PROFESSIONAL SURVEYOR, 5500 N. UNIVERSITY AVENUE, SUITE 100, ORLANDO, FLORIDA 32817. (P.S. 12757)

Table with 2 columns: Description, Date/Time. Includes entries for 'SURVEYED', 'DRAWN', 'CHECKED', 'APPROVED', 'DATE'.

SPECIFIC PURPOSE TOPOGRAPHY SURVEY
MULLINAX FORD - STATE
SECTION 11, TOWNSHIP 21 SOUTH, RANGE 28 EAST
ORANGE COUNTY, FLORIDA



JOB NO.: 1655601
FIELD DATE: 5-22-17
SCALE: 1" = 40'
DRAWN BY: GHF
APPROVED BY: DMJ
DATE: 5-22-17
FILE: 17-026_002_Survey.dwg



- NOTES:**
- 1. ELEVATIONS SHOWN HEREON ARE BASED ON ORANGE COUNTY BENCHMARK (11344014) BEING A 3-1/2" ALUMINUM DISK IN WEST END OF DROP INLET ON EAST SIDE OF THOMPSON ROAD, HAVING AN ELEVATION 111.074' (NORTH AMERICAN VERTICAL DATUM, NAVD 88 DATUM).
 - 2. THIS IS NOT A BOUNDARY SURVEY. THE SPECIFIC PURPOSE OF THIS SURVEY IS TO SHOW ELEVATIONS AND TREES IN CENTER OF THE PROPERTY ONLY, AS REQUESTED BY THE CLIENT.
 - 3. NO UNDERGROUND IMPROVEMENTS, INSTALLATIONS, FOUNDATIONS OR UTILITIES LOCATED. ALL UNDERGROUND UTILITY LOCATIONS SHOWN HEREON, IF ANY, ARE APPROXIMATE AND WERE DETERMINED FROM SURFACE FEATURES INDICATING UNDERGROUND LINES SUCH AS MANHOLES, VALVES, CATCH BASINS, WATER METERS, ETC.
 - 4. CONTOURS SHOWN ARE DISPLAYED ON 1 FOOT INTERVALS.

F.E.G. PROJECT NO. 17-026
SHEET NO. C-2
SHEET 2 OF 22

FOUND 1/2" IRON IR 32905
CONC WALK ENDS
WALK IS ASSESSE
FENCE IS ASSESSE
N89°47'20"E
503.24'
FOUND 1/2" IRON IR 32905
FENCE IS ASSESSE
N89°47'20"E
503.24'

FOUND 1/2" IRON IR 32905
FENCE IS ASSESSE
N89°47'20"E
503.24'

FOUND 1/2" IRON IR 32905
FENCE IS ASSESSE
N89°47'20"E
503.24'

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FENCE IS ASSESSE
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503.24'

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FENCE IS ASSESSE
N89°47'20"E
503.24'

FOUND 1/2" IRON IR 32905
FENCE IS ASSESSE
N89°47'20"E
503.24'

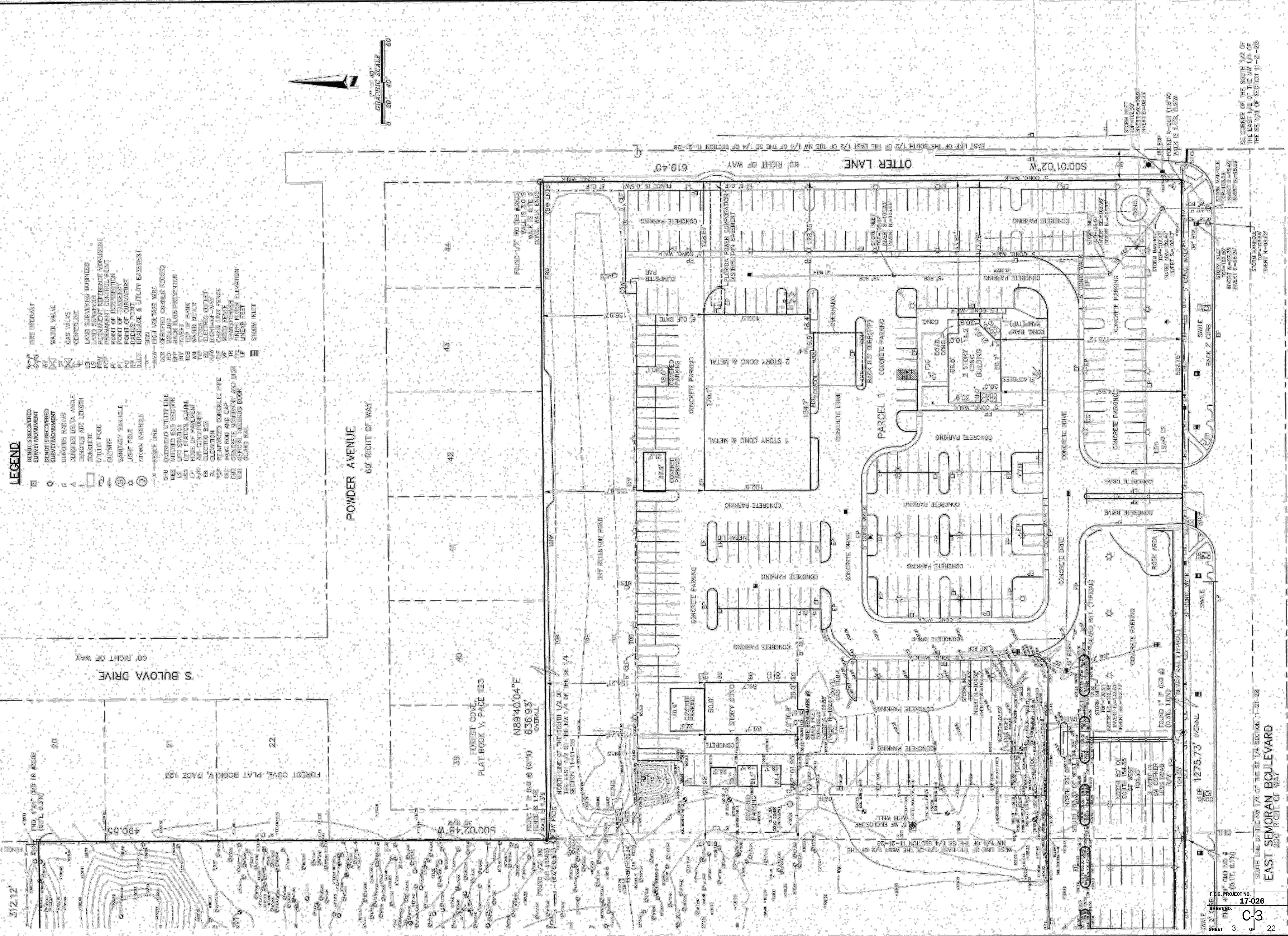
FOUND 1/2" IRON IR 32905
FENCE IS ASSESSE
N89°47'20"E
503.24'

FOUND 1/2" IRON IR 32905
FENCE IS ASSESSE
N89°47'20"E
503.24'

FOUND 1/2" IRON IR 32905
FENCE IS ASSESSE
N89°47'20"E
503.24'

FOUND 1/2" IRON IR 32905
FENCE IS ASSESSE
N89°47'20"E
503.24'

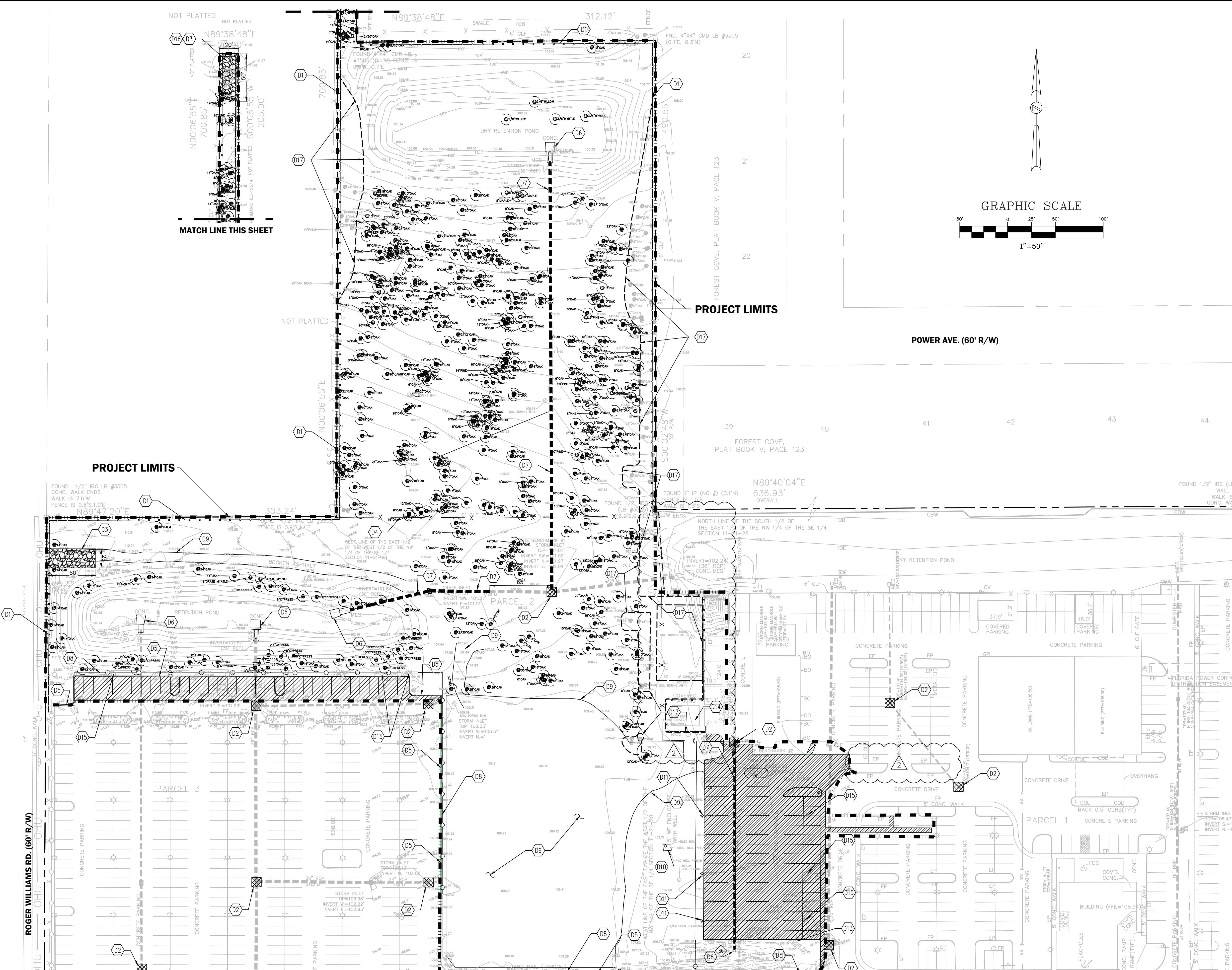
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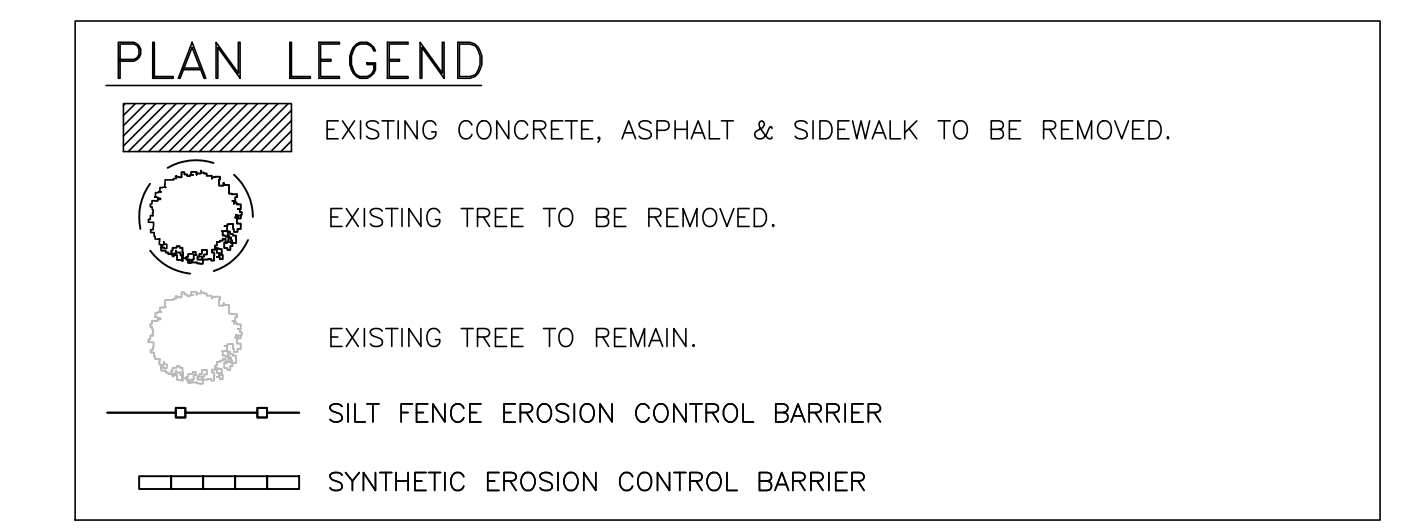
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SPECIFIC PURPOSE TOPOGRAPHY SURVEY
 OF PORTION OF
MULLINAX ROAD 436
 SECTION 11, TOWNSHIP 21 SOUTH, RANGE 28 EAST
 ORANGE COUNTY, FLORIDA

ASAM
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 4060601
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- ### DEMOLITION KEYNOTES
- D1. F.D.O.T. TYPE "III" SILT FENCE EROSION CONTROL BARRIER PER INDEX No. 102, TYPICAL. (2)
 - D2. PROVIDE FILTER FABRIC BARRIER BELOW INLET GRATE. (1)
 - D3. GRAVEL TEMPORARY CONSTRUCTION ENTRANCE PER 2010 F.D.O.T DESIGN STANDARDS INDEX NO. 106.
 - D4. REMOVE EXISTING FENCE.
 - D5. REMOVE EXISTING CURB
 - D6. REMOVE EXISTING M.E.S.
 - D7. REMOVE EXISTING STORM PIPE
 - D8. REMOVE EXISTING GUARD RAIL
 - D9. REMOVE EXISTING GRAVEL PARKING
 - D10. REMOVE EXISTING WELL IN ACCORDANCE WITH FEDERAL, STATE, AND CITY REGULATIONS
 - D11. CONTRACTOR SHALL REMOVE EXISTING LIGHT POLES AND ASSOCIATED CABLES
 - D12. CONTRACTOR SHALL PROTECT EXISTING ELECTRIC BOX AND CONTROL PANEL
 - D13. CONTRACTOR SHALL DISCONNECT AND REMOVE EXISTING ELECTRIC METER, BOX, AND RACK
 - D14. CONTRACTOR SHALL PROTECT EXISTING SEPTIC TANK AND DRAINFIELD
 - D15. CONTRACTOR SHALL PROTECT EXISTING SITE LIGHT POLES AND UNDERGROUND POWER LINES
 - D16. ALTERNATE CONSTRUCTION ENTRANCE
 - D17. APPROXIMATE LIMITS OF CLEARING AND GRADING



08/03/2017	REVISOR	REVISED PER CITY COMMENTS	CPN	GRC
08/10/2017	REVISOR	REVISED PER CLIENT	CPN	GRC
DATE	REVISIONS		BY	CHECKED

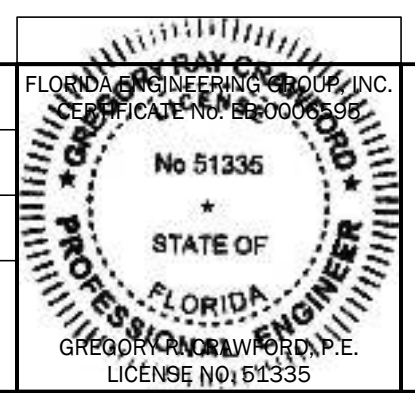
MULLINAX FORD
 CONSTRUCTION PLANS
 1551 E. SEMORAN BLVD
 AOPKA, FLORIDA



5127 S. Orange Avenue, Suite 200
 Orlando, FL 32809
 Phone: 407-895-0324
 Fax: 407-895-0325
 www.feg-inc.us

SITE DEMOLITION & STORMWATER POLLUTION PREVENTION PLAN			
DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
CPN	CPN	GRC	GRC

PROJECT NO.	17-026
SCALE	1" = 40'
DATE	JULY 13, 2017
SHEET NO.	C-5
SHEET	5 OF 27



EROSION CONTROL SITE DESCRIPTION NOTES:

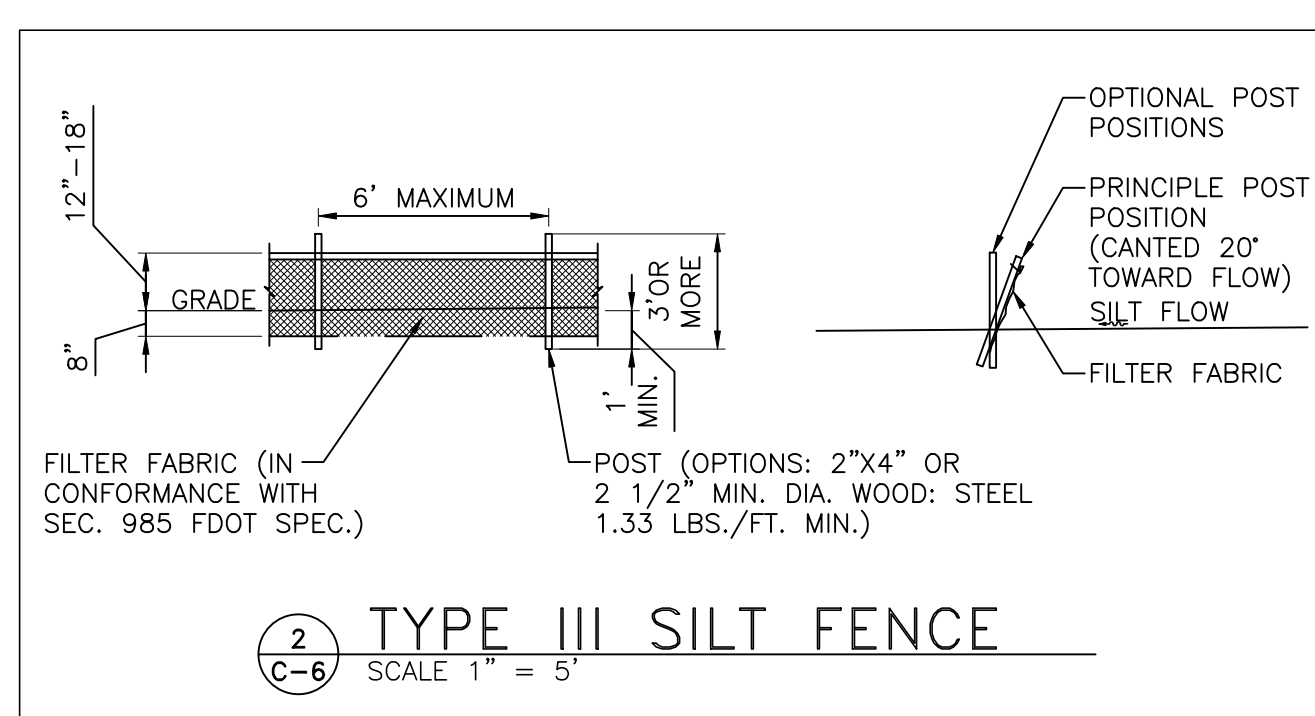
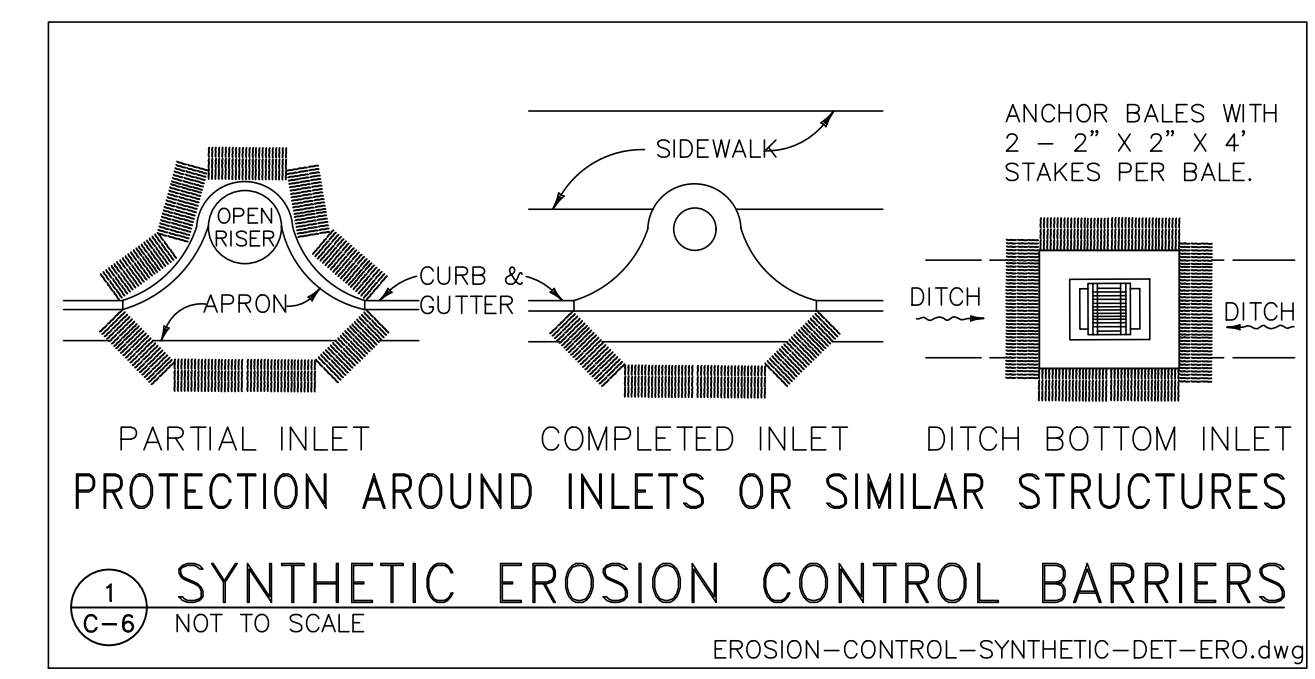
- THE PROPOSED CONSTRUCTION ACTIVITY WILL ENTAIL THE CLEARING & GRUBBING OF A 9.53± ACRES SITE LOCATED AT 1551 E. SEMORAN BLVD. TO EXPAND INVENTORY AND EMPLOYEE PARKING; AND BUILD A QUICK LANE AUTO SERVICE BUILDING WITH ASSOCIATED STORMWATER FACILITIES AND UTILITIES.
- THE SEQUENCE OF SOILS DISTURBANCE ACTIVITY IS AS FOLLOWS:
 - INSTALL SILT FENCE AS SHOWN ON THE PLANS & PROVIDE TREE PROTECTION ON SITE, WHERE APPLICABLE.
 - CLEAR & GRUB THE AREA TO BE DISTURBED.
 - ROUGH GRADE PROPOSED RETENTION OR DETENTION PONDS AND USE FOR SEDIMENTATION DURING CONSTRUCTION.
 - PLACE FILL ON-SITE TO BRING THE SITE UP TO THE PROPOSED GRADES.
 - BEGIN COMPACTION / STABILIZATION PROCESS.
- THE TOTAL SITE AREA IS 21.51 ACRES & THE AREAS TO BE DISTURBED IS 9.53 ACRES.
- THE EXISTING SOILS ARE CANDLER AND TAVARES URBAN; TAVARES-MILLHOPPER COMPLEX; AND FLORAHOME FINE SAND. THE QUALITY OF THE STORMWATER DISCHARGE IS CONSISTENT W/ THE RUNOFF GENERATED BY A COMMERCIAL SITE.
- THE TOTAL DRAINAGE AREA FOR THE PROJECT IS APPROXIMATELY 21.51 ACRES.
- THE LATITUDE & LONGITUDE FOR THE DISCHARGE POINTS IS LAT: 28° 40' 28" LONG: 81° 28' 52". THE RECEIVING WATER BODY IS THE ONSITE STORMWATER POND DESIGNED TO RECEIVE WATER RUNOFF & THEN EVENTUALLY DISCHARGES TO WEKIVA RIVER.
- WASTE DISPOSAL SHALL BE IMPLEMENTED IN ACCORDANCE WITH LOCAL, STATE & FEDERAL REGULATIONS. ALL TRUCKS EXITING THE SITE WILL BE HOSED, ITS LOAD COVERED and the COVER PROPERLY SECURED. THE STORAGE, APPLICATION, GENERATION & MIGRATION OF ALL FERTILIZERS, HERBICIDES, PESTICIDES & TOXIC MATERIAL SHALL BE IN ACCORDANCE W/ LOCAL, STATE & FEDERAL REGULATIONS.
- CONTRACTOR SHALL IDENTIFY THE INDIVIDUAL(S) RESPONSIBLE FOR THE WEEKLY & REQUIRED INSPECTIONS. A REPORTING SYSTEM ENTAILING THE ITEMS TO BE INSPECTED & THEIR CONDITION SHOULD BE DOCUMENTED & PLACED IN A DEDICATED FILING SYSTEM THAT WILL REMAIN ON THE PROJECT SITE, ACCESSIBLE TO THE CONSTRUCTION TEAM & TO THE F.D.E.P. INSPECTORS.
- INSPECTIONS: CONSTRUCTION SITE WILL BE INSPECTED FOR EROSION PROBLEMS DAILY AND AFTER EACH RAINFALL GREATER THAN 0.5 INCH. A RAIN GAUGE WILL BE ON SITE TO MEASURE THE RAINFALL AMOUNT.

EROSION CONTROL NOTES:

- THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, & LOCAL CODES, ORDINANCES, & REGULATIONS GOVERNING POLLUTION OF THE ENVIRONMENT & SHALL IMPLEMENT ALL MEASURES NEEDED TO ENSURE ADEQUATE EROSION & SEDIMENT CONTROL DURING THE ENTIRE DURATION OF CONSTRUCTION. EROSION & SEDIMENT CONTROL MEASURES SHALL CONFORM TO CITY OF APOPKA, ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT, FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, & FLORIDA DEPARTMENT OF TRANSPORTATION REQUIREMENTS. INSTALLATION OF SILT FENCES & TURBIDITY BARRIERS SHALL BE IN ACCORDANCE WITH F.D.O.T. ROADWAY & TRAFFIC DESIGN STANDARDS & STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, LATEST EDITION.
- EROSION & SEDIMENT CONTROL MEASURES ARE TO BE PLACED PRIOR TO OR AS THE FIRST STEP IN CONSTRUCTION. EROSION & SEDIMENT CONTROL MEASURES ARE TO BE APPLIED AS A PERIMETER DEFENSE AGAINST THE TRANSPORTATION OF SILT & SEDIMENTS OFF THE PROJECT SITE OR INTO ADJACENT WATER BODIES OR WETLANDS.
- THE CONTRACTOR SHALL PREPARE & IMPLEMENT AN EROSION CONTROL PLAN AS PART OF THE SCOPE OF WORK COVERED BY THESE PLANS. THE CONTRACTOR SHALL USE BEST MANAGEMENT PRACTICES IN CONTROLLING EROSION & SEDIMENT TRANSPORT DURING CONSTRUCTION. THE FLORIDA DEVELOPMENT MANUAL "A GUIDE TO SOUND LAND & WATER MANAGEMENT" MAY BE USED AS REFERENCE FOR RECOMMENDED BEST MANAGEMENT PRACTICES RELATED TO EROSION & SEDIMENT CONTROL.
- THE CONTRACTOR SHALL SUBMIT THE EROSION CONTROL PLAN TO THE OWNER FOR APPROVAL PRIOR TO THE PRE-CONSTRUCTION MEETING.

EROSION CONTROL SITE DESCRIPTION NOTES:

- ALL EROSION & SEDIMENT CONTROL MEASURES WHICH ARE NECESSARY TO LIMIT THE TRANSPORT OF SILTS & SEDIMENTS TO OUTSIDE THE LIMITS OF THE WORK AREA OR TO WATER BODIES OR WETLANDS ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL PROVIDE BEST MANAGEMENT PRACTICES & IMPLEMENT STRUCTURAL MEASURES AS NEEDED TO PREVENT EROSION & SEDIMENT TRANSPORT FROM THE WORK AREAS. THE FOLLOWING ARE MINIMUM RECOMMENDED GUIDELINES TO BE IMPLEMENTED DURING CONSTRUCTION AS PART OF THE EROSION & SEDIMENT CONTROL PLAN:
 - STOCKPILING OF MATERIAL**
NO EXCAVATED MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE OR INTO ANY ADJACENT WATER BODY OR STORMWATER COLLECTION FACILITY.
 - EXPOSED AREA LIMITATION & PROTECTION**
THE SURFACE AREA OF OPEN, RAW ERODIBLE SOIL EXPOSED BY CLEARING & GRUBBING OPERATIONS OR EXCAVATION & FILLING OPERATIONS SHALL BE LIMITED AS NEEDED TO MINIMIZE THE POTENTIAL OF OFF-SITE SEDIMENT TRANSPORT. ALL EXPOSED AREAS SHALL BE PROTECTED BY INSTALLING EFFECTIVE EROSION & SEDIMENT CONTROL MEASURES SUCH AS SILT SCREENS, SYNTHETIC BALES, TURBIDITY BARRIERS, SWALES, OR A COMBINATION OF THESE & OTHER MEASURES AS WARRANTED.
 - INLET PROTECTION**
INLETS & CATCH BASINS SHALL BE PROTECTED DURING CONSTRUCTION FROM SEDIMENT LADEN STORMWATER RUNOFF BY PROVIDING A COMBINATION OF SILT SCREENS, SYNTHETIC BALES, FILTER FABRIC COVERS OR OTHER MEASURES AS NECESSARY TO CONTROL THE TRANSPORT OF SEDIMENT.
 - TEMPORARY GRASSING**
AREAS OPENED BY CONSTRUCTION OPERATIONS THAT ARE NOT ANTICIPATED TO BE DRESSED OR RECEIVE FINAL GRASSING TREATMENT WITHIN THIRTY DAYS SHALL BE SEEDED WITH A QUICK GROWING GRASS SPECIES WHICH WILL PROVIDE AN EARLY COVER DURING THE SEASON IN WHICH IT IS PLANTED. TEMPORARY SEEDING SHALL BE CONTROLLED AS TO NOT ALTER OR COMPETE WITH PERMANENT GRASSING. SLOPES STEEPER THAN 6:1 SHALL ADDITIONALLY RECEIVE MULCHING OF APPROXIMATELY 2 INCHES OF LOOSE MEASURE OF MULCH MATERIAL CUT INTO THE SOIL OF THE SEEDED AREA TO A DEPTH OF 4 INCHES. THE SEEDED OR SEEDED & MULCHED AREAS SHALL BE ROLLED & WATERED AS NEEDED TO ENSURE OPTIMUM GROWING CONDITIONS FOR THE ESTABLISHMENT OF A GOOD GRASS COVER. IF AFTER 14 DAYS, THE TEMPORARY GRASSING AREAS HAVE NOT ATTAINED A MINIMUM OF 75% OF GOOD GRASS COVER, THE AREAS WILL BE REWORKED & ADDITIONAL SEED APPLIED TO ESTABLISH THE DESIRED VEGETATION COVER. REWORKED & ADDITIONAL SEED APPLIED.
 - MAINTENANCE**
EROSION & SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED DURING THE ENTIRE DURATION OF CONSTRUCTION. THE CONTRACTOR SHALL INSPECT THE EROSION & CONTROL MEASURES ON A WEEKLY BASIS & 24 HOURS FOLLOWING RAINFALL EVENTS (0.5" OR GREATER) & IMMEDIATELY REPAIR ANY OBSERVED DAMAGED CONTROLS. ALL EROSION & SEDIMENT CONTROLS SHALL BE MAINTAINED AS TO FUNCTION PROPERLY WITHOUT THE TRANSPORT OF SEDIMENTS OUTSIDE THE LIMITS OF THE PROJECT.
- AREAS OF SOILS DISTURBANCE IS LIMITED TO THE AREA WITHIN THE SILT FENCE LIMITS AS SHOWN ON THIS PLAN.
- ALL DISTURBED PERVIOUS AREAS WILL BE SODDED, UNLESS OTHERWISE NOTED.
- NO WETLANDS OR SURFACE WATERS EXIST ON THIS PROJECT.



DEMOLITION NOTES

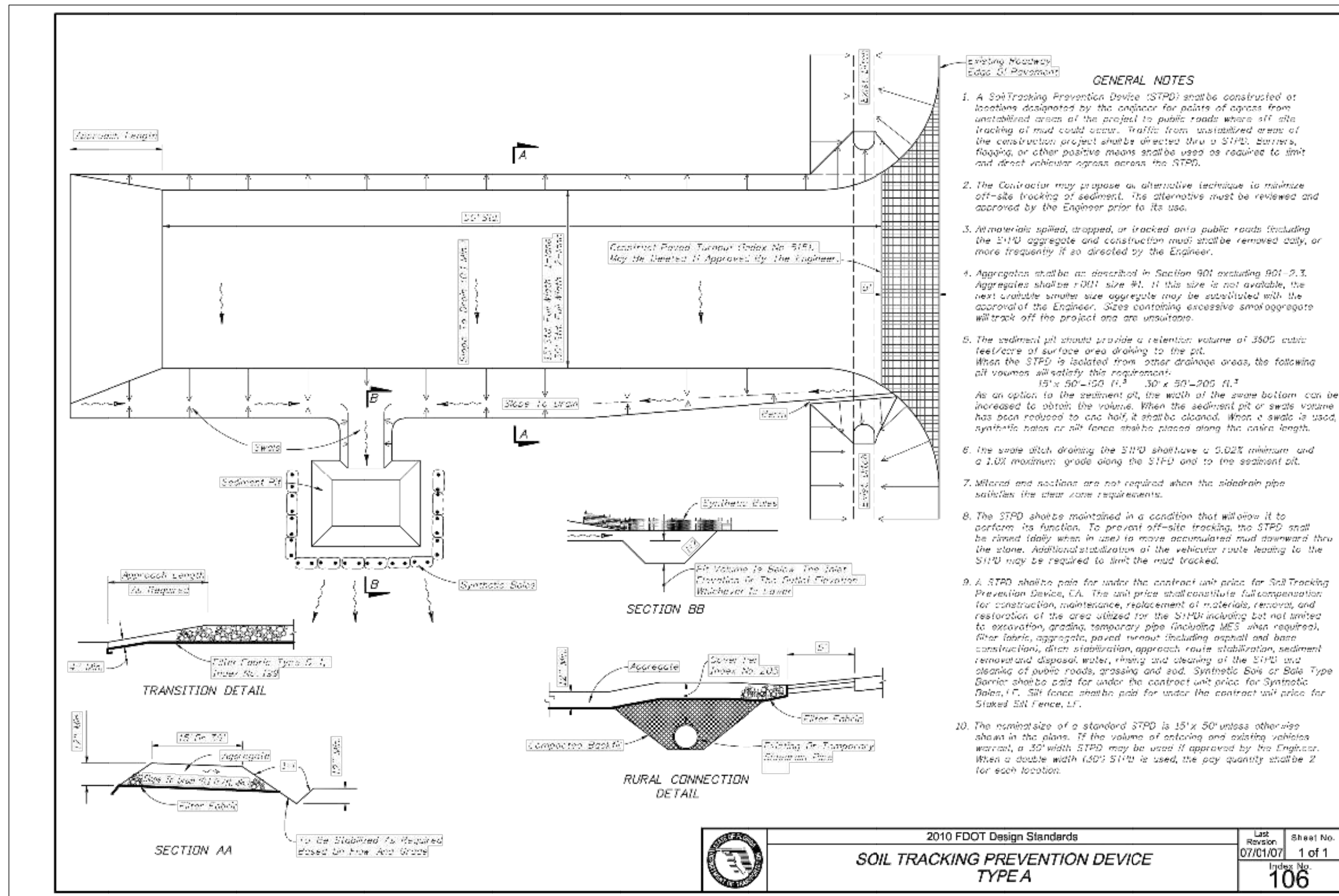
- THE LOCATIONS, ELEVATIONS, & DIMENSIONS OF EXISTING UTILITIES & OTHER FEATURES ARE SHOWN ON THE PLANS ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PLAN PREPARATION. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, & DIMENSIONS OF ALL EXISTING UTILITIES & OTHER FEATURES AFFECTING THE WORK PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY FEG OF ANY DISCREPANCIES WHICH MAY AFFECT THE PROPOSED WORK.
- THE CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITIES BEFORE EXCAVATION.
- THE CONTRACTOR SHALL, PRIOR TO INITIATION OF ANY SITE CLEARING OR OTHER CONSTRUCTION ACTIVITIES, INSTALL SILT SCREENS DOWNSTREAM OF ALL AREAS WHICH HAVE POTENTIAL OF EROSION OR SEDIMENT TRANSPORT OFF-SITE OR TO WATER BODIES. THE CONTRACTOR SHALL IMPLEMENT OTHER STRUCTURAL EROSION CONTROL MEASURES IF REQUIRED TO PREVENT SEDIMENT TRANSPORT TO OFF-SITE AREAS & WATER BODIES.
- ALL TRASH, DEBRIS, & OTHER MATERIAL REMOVED FROM THE SITE SHALL BE PROPERLY DISPOSED OF BY THE CONTRACTOR IN ACCORDANCE WITH ALL LOCAL, STATE, & FEDERAL REGULATIONS.
- ANY EXCAVATED TRENCHES ARE TO BE BACKFILLED WITH CLEAN SAND COMPACTED TO AT LEAST 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY VALUE (ASTM T-180). REFER TO GEOTECHNICAL REPORT FOR SPECIFIC COMPACTION REQUIREMENTS UNDER BUILDING & OTHER STRUCTURES.
- ALL EXISTING CONCRETE TO BE REMOVED SHALL BE SAWCUT & REMOVED @ THE FIRST AVAILABLE GOOD JOINT & REPLACED TO MATCH EXISTING.
- THE CONTRACTOR SHALL CONTACT THE GAS UTILITY FOR LOCATION BEFORE EXCAVATION. CHAPTER 17-153 F.S. REQUIRES THAT AN EXCAVATOR NOTIFIES ALL GAS UTILITIES AT LEAST TWO DAYS PRIOR TO EXCAVATING. ALSO CALL 1-800-432-4770 FOR SUNSHINE LOCATES. F.S. 556.101 THROUGH 111.
- CONTRACTOR TO PROVIDE TREE PROTECTION AS REQUIRED BY THE LOCAL JURISDICTION.

SOIL TRACKING PREVENTION

- A SOIL TRACKING PREVENTION DEVICE (STPD) SHALL BE CONSTRUCTED AT THE LOCATION SHOWN ON THE PLANS. TRAFFIC FROM UNSTABILIZED AREAS OF CONSTRUCTION SHALL BE DIRECTED THRU THE STPD. BARRIER, FLAGGING OR OTHER POSITIVE MEANS SHALL BE USED AS REQUIRED TO LIMIT & DIRECT VEHICULAR EGRESS ACROSS THE STPD.
- THE CONTRACTOR MAY PROPOSE AN ALTERNATIVE TECHNIQUE TO MINIMIZE OFFSITE TRACKING OF SEDIMENT. THE ALTERNATIVE MUST BE REVIEWED & APPROVED BY THE ENGINEER &/OR CITY OF APOPKA PRIOR TO ITS USE.
- ALL MATERIALS SPILLED, DROPPED, OR TRACKED ONTO PUBLIC ROADS (INCLUDING THE STPD AGGREGATE & CONSTRUCTION MUD) SHALL BE REMOVED DAILY, OR MORE FREQUENTLY IF SO DIRECTED BY THE ENGINEER &/OR CITY OF APOPKA.
- AGGREGATES SHALL BE AS DESCRIBED IN SECTION 901 EXCLUDING 901-2.3. AGGREGATES SHALL BE FOOT SIZE #1. IF THIS SIZE IS NOT AVAILABLE, THE NEXT AVAILABLE SMALLER SIZE AGGREGATE MAY BE SUBSTITUTED WITH THE APPROVAL OF THE ENGINEER. SIZES CONTAINING EXCESSIVE SMALL AGGREGATE WILL TRACK OFF THE PROJECT & ARE UNSUITABLE.
- THE STPD SHALL BE MAINTAINED IN A CONDITION THAT WILL ALLOW IT TO PERFORM ITS FUNCTION. TO PREVENT OFFSITE TRACKING, THE STPD SHALL BE RINSED (DAILY WHEN IN USE) TO MOVE ACCUMULATED MUD DOWNWARD THRU THE STONE. ADDITIONAL STABILIZATION OF THE VEHICULAR ROUTE LEADING TO THE STPD MAY BE REQUIRED TO LIMIT THE MUD TRACKED.

EROSION CONTROLS FOR NON STORMWATER DISCHARGES:

- A) WASTE DISPOSAL:**
- WASTE MATERIAL:
ALL WASTE MATERIAL WILL BE COLLECTED AND STORED IN A METAL DUMPSTER WHICH WILL BE MAINTAINED BY A LICENSED SOLID WASTE MANAGEMENT COMPANY IN CITY OF APOPKA. THE DUMPSTER WILL MEET ALL LOCAL, STATE AND FEDERAL REGULATIONS. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE WILL BE DEPOSITED IN THE DUMPSTER. THE DUMPSTER WILL BE EMPTIED AS OFTEN AS NECESSARY TO NOT CAUSE ON-SITE DISPOSAL OF WASTE. THE TRASH WILL BE HAULED TO AN APPROVED CITY OF APOPKA LANDFILL. NO CONSTRUCTION WASTE WILL BE BURIED ON-SITE. ALL PERSONNEL WILL BE INSTRUCTED REGARDING THE CORRECT PROCEDURE FOR WASTE DISPOSAL. NOTICES STATING THESE PRACTICES WILL BE POSTED AT THE SUPERINTENDENT CONSTRUCTION TRAILER. THE INDIVIDUAL RESPONSIBLE FOR MANAGING THIS TASK WILL BE IDENTIFIED BY THE CONTRACTOR.
- HAZARDOUS WASTE:
ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN ACCORDANCE WITH THE APPLICABLE LOCAL, STATE & FEDERAL REGULATIONS. ALL PERSONNEL WILL BE INSTRUCTED REGARDING THE CORRECT PROCEDURE FOR HAZARDOUS WASTE DISPOSAL. NOTICES STATING THESE PRACTICES WILL BE POSTED AT THE SUPERINTENDENT CONSTRUCTION TRAILER. THE INDIVIDUAL RESPONSIBLE FOR MANAGING THIS TASK WILL BE IDENTIFIED BY THE CONTRACTOR.
- SANITARY WASTE:
ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS A MINIMUM OF THREE TIMES PER WEEK BY A LICENSED SANITARY WASTE MANAGEMENT CONTRACTOR AS REQUIRED BY LOCAL REGULATION.
- B) OFFSITE VEHICLE TRACKING:**
- A GRAVEL CONSTRUCTION ENTRANCE HAS BEEN PROVIDED TO HELP REDUCE VEHICLE TRACKING OF SEDIMENTS. THE PAVED STREET ADJACENT TO THE SITE ENTRANCE WILL BE SWEEP DAILY TO REMOVE ANY EXCESS MUD, DIRT OR ROCK TRACKED FROM THE SITE. DUMP TRUCKS HAULING MATERIAL FROM THE CONSTRUCTION SITE WILL BE COVERED WITH A TARPAULIN.



- GENERAL NOTES**
- A Soil Tracking Prevention Device (STPD) shall be constructed at locations designated by the engineer for points of egress from unstabilized areas of the project to public roads where off-site tracking of mud could occur. Traffic from unstabilized areas of the construction project shall be directed thru a STPD. Barriers, flagging, or other positive means shall be used as required to limit and direct vehicular egress across the STPD.
 - The Contractor may propose an alternative technique to minimize off-site tracking of sediment. The alternative must be reviewed and approved by the Engineer prior to its use.
 - All materials spilled, dropped, or tracked onto public roads (including the STPD aggregate and construction mud) shall be removed daily, or more frequently if so directed by the Engineer.
 - Aggregates shall be as described in Section 901 excluding 901-2.3. Aggregates shall be foot size #1. If this size is not available, the next available smaller size aggregate may be substituted with the approval of the Engineer. Sizes containing excessive small aggregate will track off the project and are unsuitable.
 - The sediment pit shall provide a retention volume of 3500 cubic feet/cure of surface area draining to the pit. When the STPD is isolated from other drainage areas, the following pit volumes will satisfy the requirements:
15' x 50' = 150 ft³ 30' x 50' = 300 ft³
As an option to the sediment pit, the width of the same bottom can be increased to obtain the volume. When the sediment pit or swale volume has been reduced to one half it shall be sloped. When a swale is used, synthetic bales or silt fence shall be placed along the swale length.
 - The stone ditch draining the STPD shall have a 5.0% minimum and a 2.0% maximum grade along the STPD and to the sediment pit.
 - Minors and sections are not required when the silt drain pipe satisfies the clear zone requirements.
 - The STPD shall be maintained in a condition that will allow it to perform its function. To prevent off-site tracking, the STPD shall be rinsed daily when in use to move accumulated mud downward thru the stone. Additional stabilization of the vehicular route leading to the STPD may be required to limit the mud tracked.
 - A STPD shall be paid for under the contract unit price for Soil Tracking Prevention Device, I/A. The unit price shall constitute full compensation for construction, maintenance, replacement of materials, removal, and restoration of the area utilized for the STPD including but not limited to excavation, grading, temporary pipe (including MES when required), filter fabric, aggregate, paved turnout (including original and base construction), ditch stabilization, approach, route stabilization, sediment removal and disposal, water, paving and clearing of the STPD and cleaning of public roads, grading and sod. Synthetic Bales or Bale Type Barrier shall be paid for under the contract unit price for Synthetic Bales, I/T. Silt fence shall be paid for under the contract unit price for Staked Silt Fence, I/F.
 - The minimum size of a standard STPD is 15' x 50' unless otherwise shown in the plans. If the volume of existing and existing vehicles warrant, a 30' width STPD may be used if approved by the Engineer. When a double width (50') STPD is used, the pay quantity shall be 2' for each location.

2010 FDOT Design Standards		Sheet No.	1 of 1
SOIL TRACKING PREVENTION DEVICE TYPE A		Date	07/01/07
INDEX No.		106	

DATE	REVISIONS	BY	CHECKED

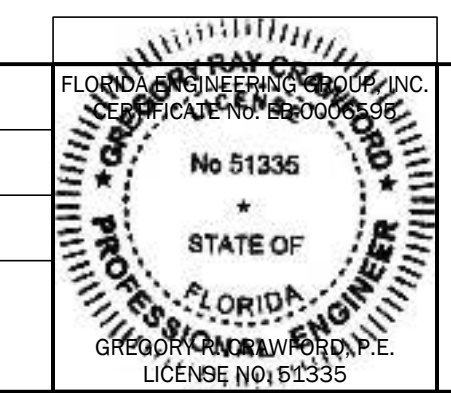
MULLINAX FORD
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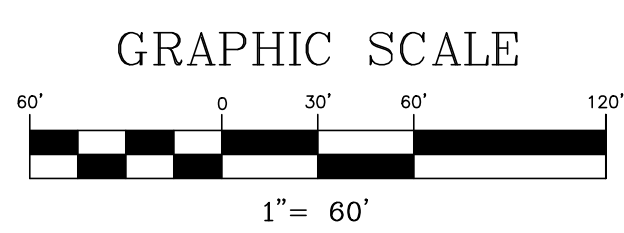
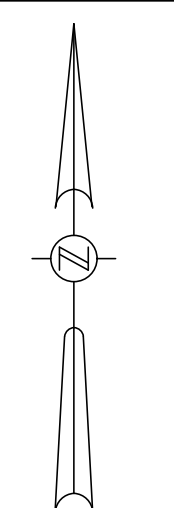
5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
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SITE DEMOLITION & STORMWATER POLLUTION PREVENTION PLAN NOTES			
DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
CPN	CPN	GRC	GRC

PROJECT NO.	17-026
SCALE	NOTED
DATE	JULY 13, 2017
SHEET NO.	C-6
SHEET	6 OF 22



THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY (ENGINEER), P.E. ON (DATE) USING A DIGITAL SIGNATURE.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



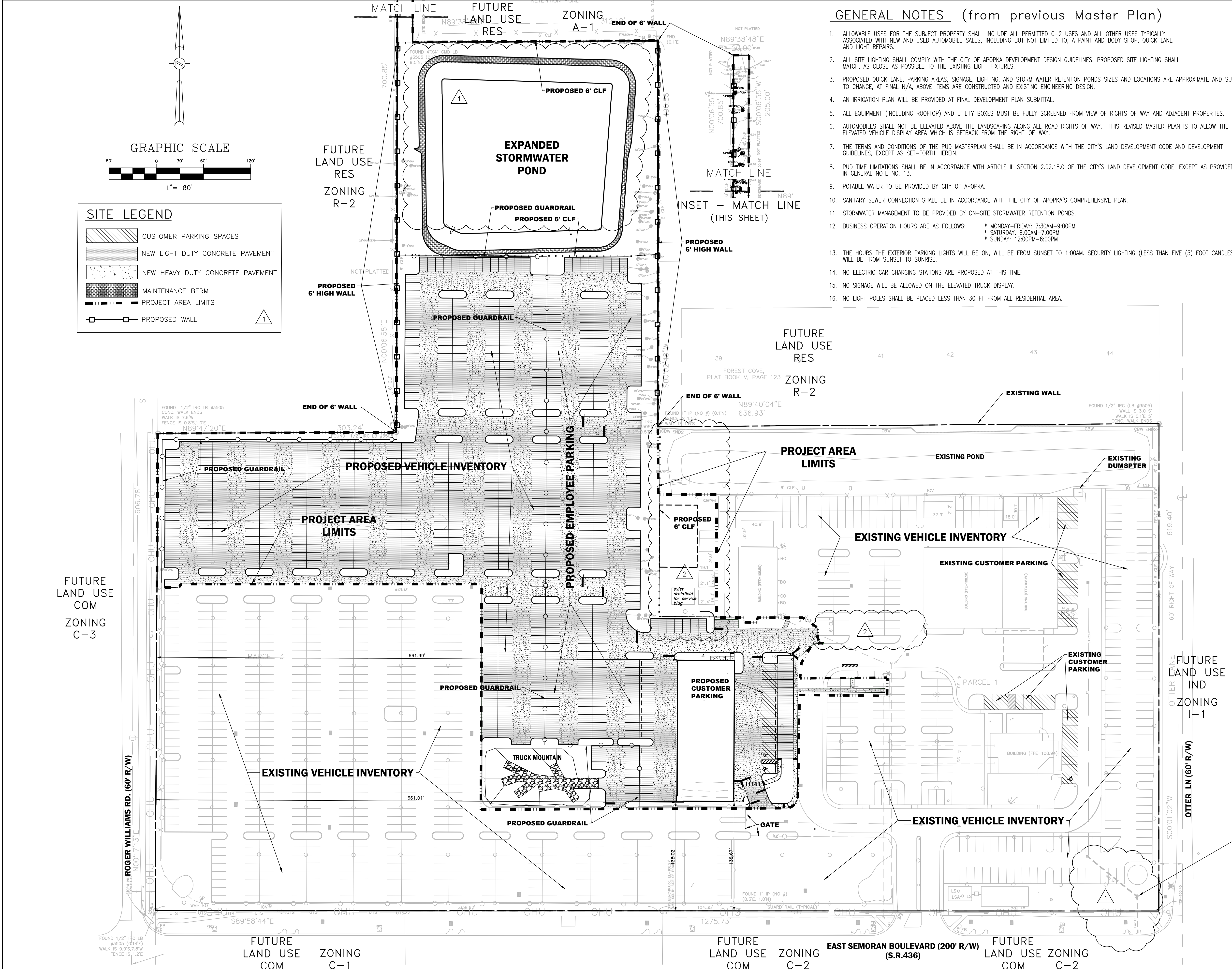
SITE LEGEND	
[Pattern]	CUSTOMER PARKING SPACES
[Pattern]	NEW LIGHT DUTY CONCRETE PAVEMENT
[Pattern]	NEW HEAVY DUTY CONCRETE PAVEMENT
[Pattern]	MAINTENANCE BERM
[Pattern]	PROJECT AREA LIMITS
[Symbol]	PROPOSED WALL

GENERAL NOTES (from previous Master Plan)

- ALLOWABLE USES FOR THE SUBJECT PROPERTY SHALL INCLUDE ALL PERMITTED C-2 USES AND ALL OTHER USES TYPICALLY ASSOCIATED WITH NEW AND USED AUTOMOBILE SALES, INCLUDING BUT NOT LIMITED TO, A PAINT AND BODY SHOP, QUICK LANE AND LIGHT REPAIRS.
- ALL SITE LIGHTING SHALL COMPLY WITH THE CITY OF APOPKA DEVELOPMENT DESIGN GUIDELINES. PROPOSED SITE LIGHTING SHALL MATCH, AS CLOSE AS POSSIBLE TO THE EXISTING LIGHT FIXTURES.
- PROPOSED QUICK LANE, PARKING AREAS, SIGNAGE, LIGHTING, AND STORM WATER RETENTION PONDS SIZES AND LOCATIONS ARE APPROXIMATE AND SUBJECT TO CHANGE, AT FINAL N/A, ABOVE ITEMS ARE CONSTRUCTED AND EXISTING ENGINEERING DESIGN.
- AN IRRIGATION PLAN WILL BE PROVIDED AT FINAL DEVELOPMENT PLAN SUBMITTAL.
- ALL EQUIPMENT (INCLUDING ROOFTOP) AND UTILITY BOXES MUST BE FULLY SCREENED FROM VIEW OF RIGHTS OF WAY AND ADJACENT PROPERTIES.
- AUTOMOBILES SHALL NOT BE ELEVATED ABOVE THE LANDSCAPING ALONG ALL ROAD RIGHTS OF WAY. THIS REVISED MASTER PLAN IS TO ALLOW THE ELEVATED VEHICLE DISPLAY AREA WHICH IS SETBACK FROM THE RIGHT-OF-WAY.
- THE TERMS AND CONDITIONS OF THE PUD MASTERPLAN SHALL BE IN ACCORDANCE WITH THE CITY'S LAND DEVELOPMENT CODE AND DEVELOPMENT GUIDELINES, EXCEPT AS SET-FORTH HEREIN.
- PUD TIME LIMITATIONS SHALL BE IN ACCORDANCE WITH ARTICLE II, SECTION 2.02.18.0 OF THE CITY'S LAND DEVELOPMENT CODE, EXCEPT AS PROVIDED FOR IN GENERAL NOTE NO. 13.
- POTABLE WATER TO BE PROVIDED BY CITY OF APOPKA.
- SANITARY SEWER CONNECTION SHALL BE IN ACCORDANCE WITH THE CITY OF APOPKA'S COMPREHENSIVE PLAN.
- STORMWATER MANAGEMENT TO BE PROVIDED BY ON-SITE STORMWATER RETENTION PONDS.
- BUSINESS OPERATION HOURS ARE AS FOLLOWS:
 - MONDAY-FRIDAY: 7:30AM-9:00PM
 - SATURDAY: 8:00AM-7:00PM
 - SUNDAY: 12:00PM-6:00PM
- THE HOURS THE EXTERIOR PARKING LIGHTS WILL BE ON, WILL BE FROM SUNSET TO 1:00AM. SECURITY LIGHTING (LESS THAN FIVE (5) FOOT CANDLES) WILL BE FROM SUNSET TO SUNRISE.
- NO ELECTRIC CAR CHARGING STATIONS ARE PROPOSED AT THIS TIME.
- NO SIGNAGE WILL BE ALLOWED ON THE ELEVATED TRUCK DISPLAY.
- NO LIGHT POLES SHALL BE PLACED LESS THAN 30 FT FROM ALL RESIDENTIAL AREA.

SITE DATA

PROPERTY LOCATION:	1551 SEMORAN BLVD. APOPKA, FL 32703
PARCEL ID No.	11-21-28-0000-00-065 11-21-28-0000-00-066 11-21-28-0000-00-068
PROPERTY ZONING:	PUD
PROPERTY FUTURE LAND USE DESIGNATION:	COM
APPROVED LANDUSE:	ALL PERMITTED C-2 USES AND ALL OTHER USES TYPICALLY ASSOCIATED WITH NEW AND USED AUTOMOBILE SALES
EXISTING USE:	EXISTING NEW AND USED AUTOMOBILE SALES
PROPOSED USE:	EXISTING NEW AND USED AUTOMOBILE SALES
TOTAL SITE AREA:	21.51± ACRES
PROJECT AREA:	9.53± ACRES
EXISTING BUILDING:	25,506 S.F.
PROPOSED BUILDING:	16,790 S.F.
TOTAL GROSS FLOOR AREA:	42,296 S.F.
ALLOWABLE FLOOR AREA:	0.60
PROPOSED FLOOR AREA:	0.045
BUILDING SETBACKS (REQUIRED)	BUILDING SETBACKS (PROPOSED)
FRONT (SOUTH) SR.436 (SEMORAN BLVD.) 10'	FRONT (SOUTH) SR.436 (SEMORAN BLVD.) 138'
SIDE (EAST) 10' (15' ABUTTING ROAD R/W)	SIDE (EAST) 129'
SIDE (WEST) 10' (15' ABUTTING ROAD R/W)	SIDE (WEST) 660'
REAR (NORTH) 10' (30' ABUTTING RESIDENTIAL)	REAR (NORTH) 156'
MAXIMUM ALLOWABLE BUILDING HEIGHT	BUILDING HEIGHT PROPOSED
35'	23'
LANDSCAPE BUFFERS (REQUIRED)	LANDSCAPE BUFFERS (EXISTING/PROPOSED)
FRONT (SOUTH) SR.436 (SEMORAN BLVD.) 10'	FRONT (SOUTH) SR.436 (SEMORAN BLVD.) 10' (EXISTING)
SIDE (EAST) 10'	SIDE (EAST) 22' (EXISTING)
SIDE (WEST) 10'	SIDE (WEST) 10' (EXISTING)
REAR (NORTH) 10'	REAR (NORTH) 10' (EXISTING)



PARKING	
EXISTING INVENTORY PARKING SPACES	423 SPACES
NEW INVENTORY PARKING SPACES	756 SPACES
TOTAL INVENTORY PARKING SPACES	1,179 SPACES
EXISTING VEHICLE STORAGE	96 SPACES
EXISTING CUSTOMER PARKING	28 SPACES
NEW CUSTOMER PARKING	13 SPACES
TOTAL CUSTOMER PARKING	41 SPACES
PROPOSED EMPLOYEE PARKING SPACES	225 SPACES
TOTAL PARKING PROVIDED	1,541 SPACES

SITE AREA CALCULATIONS (PROPOSED)			
BUILDING FOOTPRINT	38,693 ±S.F.		
ASPHALT PAVING, SIDEWALK & CONCRETE (EXISTING)	430,407 ±S.F.		
ASPHALT PAVING, SIDEWALK & CONCRETE (NEW)	242,372 ±S.F.		
IMPERVIOUS AREA	711,471 ±S.F.	16.33 ±AC.	75.92 %
PERVIOUS AREA	225,504 ±S.F.	5.18 ±AC.	24.08 %
TOTAL SITE AREA	936,976 ±S.F.	21.51 ±AC.	100.00 %

OPEN SPACE CALCULATIONS	
MINIMUM OPEN SPACE REQUIRED	20%
OPEN SPACE PROVIDED	24.1%

WETLAND STATEMENT
THERE IS NO WETLAND IN THE PROJECT AREA.

HAZARDOUS MATERIALS STATEMENT
DURING CONSTRUCTION, WHEN COMBUSTIBLES ARE BROUGHT ONTO THE SITE IN SUCH QUANTITIES AS DEEMED HAZARDOUS BY THE FIRE OFFICIAL, ACCESS ROADS & A SUITABLE TEMPORARY SUPPLY OF WATER ACCEPTABLE TO THE FIRE DEPARTMENT SHALL BE PROVIDED & MAINTAINED.

SIGNAGE NOTE
ALL NEW SIGNAGE SHALL COMPLY WITH THE CITY OF APOPKA CURRENT LDC UNDER ARTICLE VIII.

- ### SITE NOTES
- ALL DIMENSIONS ARE PARALLEL & PERPENDICULAR TO A BEARING OF N₀₀°17'13" E, UNLESS OTHERWISE INDICATED WITH A "±" OR BEARING.
 - LOWER CASE TEXT DENOTES SURVEY &/OR EXISTING CONDITION INFORMATION.
 - EXISTING GUARD RAIL TO BE RELOCATED TO PROPOSED LOCATIONS WHERE POSSIBLE. CONTRACTOR SHALL COORDINATE WITH OWNER AND PROVIDED NEW GUARD RAIL WHERE PROPOSED ON PLAN MATCHING EXISTING RAIL SIZE, COLOR, MATERIAL, ASSEMBLY AND INSTALLATION.

CONTRACTOR SHALL SEE SHEET C-14 FOR OUTFALL STRUCTURE MODIFICATION DETAIL FOR THIS EXISTING STORM STRUCTURE

DATE	REVISIONS	BY	CHECKED
08/03/2017	REVIS PER CITY COMMENTS	CPN	GRC
08/10/2017	REVIS PER CLIENT	CPN	GRC

MULLINAX FORD
CONSTRUCTION PLANS
1551 E. SEMORAN BLVD
APOPKA, FLORIDA

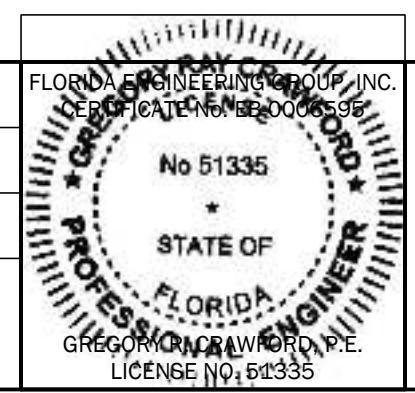


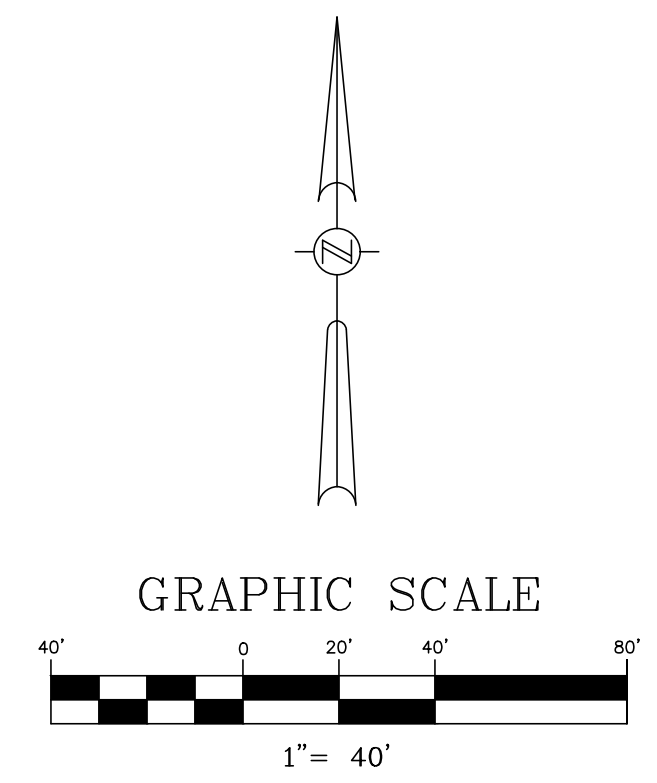
5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325
www.feg-inc.us

OVERALL SITE PLAN

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
CPN	CPN	GRC	GRC

PROJECT NO.	17-026
SCALE	1" = 60'
DATE	JULY 13, 2017
SHEET NO.	C-7
SHEET	7 OF 27





◆ SITE STRIPING & SIGNAGE KEYNOTES

- S1. PROPERTY BOUNDARY.
- S2. HANDICAP PARKING STALL, TYPICAL.
- S3. 24" THERMOPLASTIC STOP BAR WITH R1-1 HIGH INTENSITY REFLECTORIZED "STOP" SIGN.
- S4. 4" SOLID (WHITE).
- S5. CROSSWALK STRIPING PER F.D.O.T. INDEX No. 17346, TYPICAL.
- S6. R3-1 HIGH INTENSITY REFLECTORIZED "NO RIGHT TURN" SIGN.
- S7. 3' X 20' FIRE LANE PER CITY OF APOPKA REQUIREMENTS

Ⓢ SITE CONSTRUCTION KEYNOTES

- C1. 6" HEAD CURB, TYPICAL.
- C2. F.D.O.T. TYPE "D" CURB PER INDEX No. 300, TYPICAL.
- C3. CONCRETE PAVEMENT. HEAVY-DUTY IN DRIVE AISLES. LIGHT-DUTY IN PARKING SPACES.
- C4. PROPOSED 6' CHAIN LINK FENCE.
- C5. CONCRETE SIDEWALK, TYPICAL.
- C6. HANDICAP ACCESS RAMP WITH A MAXIMUM 12:1 SLOPE, TYPICAL.
- C7. DETECTABLE WARNING SURFACE PER FLORIDA BUILDING CODE 2004.
- C8. CONCRETE WHEEL STOP

SITE LEGEND

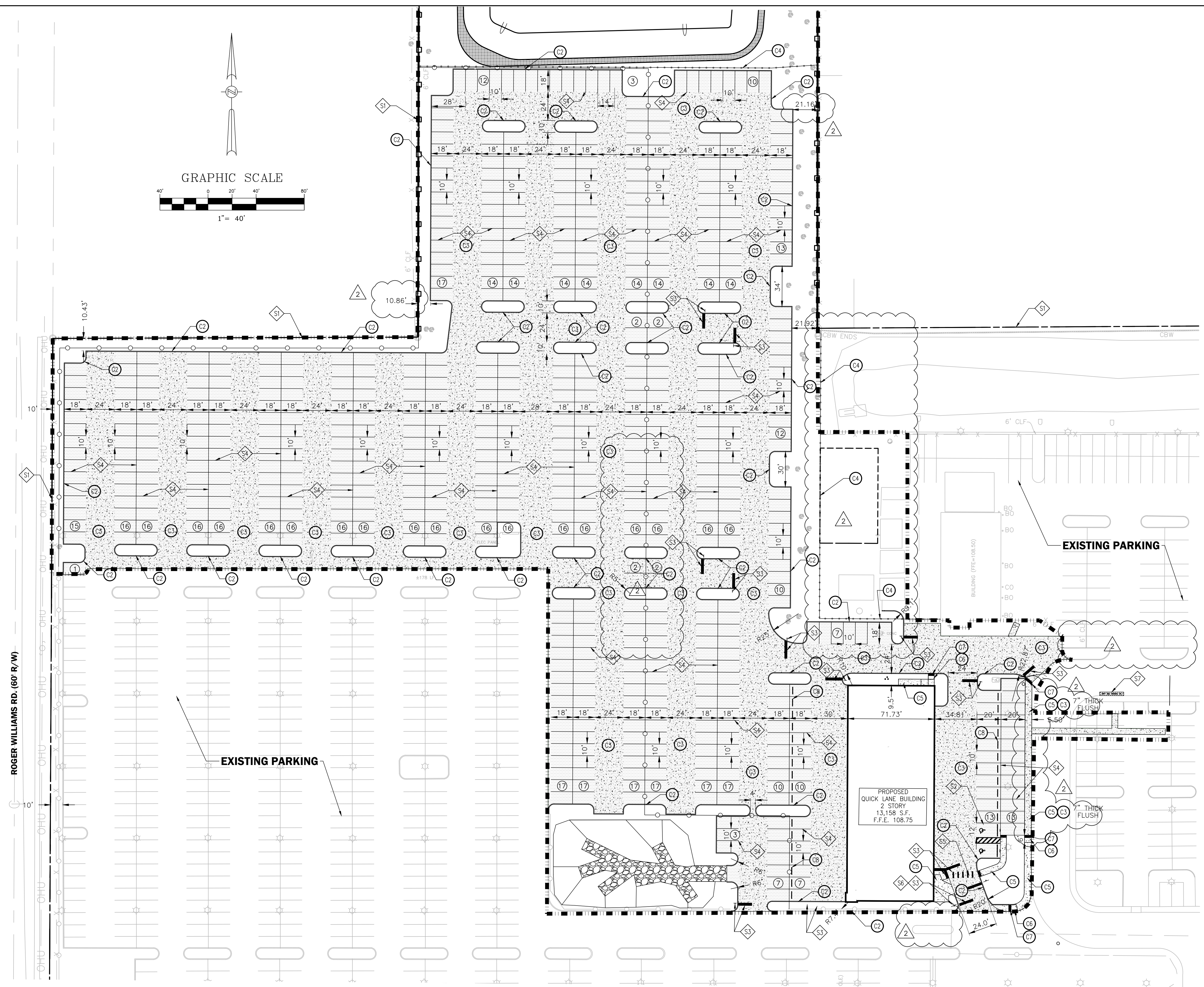
- CUSTOMER PARKING SPACES
- NEW LIGHT DUTY CONCRETE PAVEMENT
- NEW HEAVY DUTY CONCRETE PAVEMENT
- MAINTENANCE BERM
- PROJECT AREA LIMITS
- PROPOSED WALL

GENERAL NOTES

1. ONLY EMPLOYEES OF MULLINAX FORD WILL BE PERMITTED TO BE ON THE ELEVATED TRUCK DISPLAY AREA. A 42" HIGH WROUGHT IRON STYLE FENCE AND SIGNAGE IS PROVIDED TO PREVENT CLIMBING.
2. NO SIGNAGE WILL BE ADDED TO THE TRUCK DISPLAY AREA.
3. THE TRUCK ELEVATED DISPLAY WILL BE CONSTRUCTED WITH STABILIZED COMPACTED FILL OVER LAYERED GEOGRID FABRIC. SEE PLAN SHEET C-11 FOR ADDITIONAL INFORMATION.
4. A LIGHTING PLAN IS REQUIRED PER THE CITY'S DEVELOPMENT DESIGN GUIDELINES. PARKING LOT LIGHT POLES AND FIXTURES WILL MATCH THE EXISTING LIGHTING STYLES CURRENTLY ON THE PROPERTY. MANUFACTURERS CUT SHEETS SHOWING THE SIZE AND TYPE OF LIGHT FIXTURES WILL BE PROVIDED TO THE CITY FOR REVIEW AND APPROVAL AT TIME OF CONSTRUCTION PLAN SUBMITTAL.
5. AT TIME OF FINAL ENGINEERING THE LANDSCAPE AND IRRIGATION PLANS SHALL BE IN COMPLIANCE WITH "WATER WISE ORDINANCE, 2006". IRRIGATION SYSTEMS TO BE DESIGNED WITH POP-UP TYPE DEVICES ONLY; RISERS ARE NOT ALLOWED. REQUIRED NOTE ON THE IRRIGATION PLAN SHALL STATE IN LARGE FONT: 'IRRIGATION RISERS ARE NOT ALLOWED

SITE NOTES

1. ALL DIMENSIONS ARE PARALLEL & PERPENDICULAR TO A BEARING OF N_{00°17'13"} E, UNLESS OTHERWISE INDICATED WITH A "+" OR BEARING.
2. ALL RADIUS ARE 5.0' UNLESS NOTED OTHERWISE



DATE	REVISIONS	BY	CHECKED
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08/10/2017	REVISED PER CLIENT	CPN	GRC

MULLINAX FORD
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1551 E. SEMORAN BLVD
APOPKA, FLORIDA

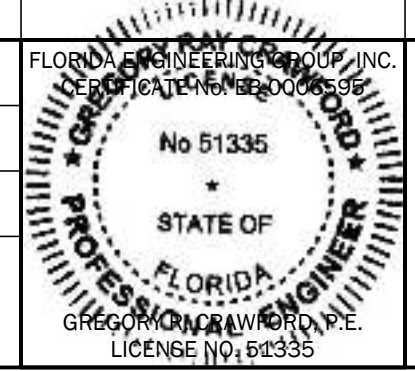


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www.feg-inc.us

SITE GEOMETRY, STRIPING AND SIGNAGE PLAN

DESIGNED BY CPN	DRAWN BY CPN	CHECKED BY GRC	APPROVED BY GRC
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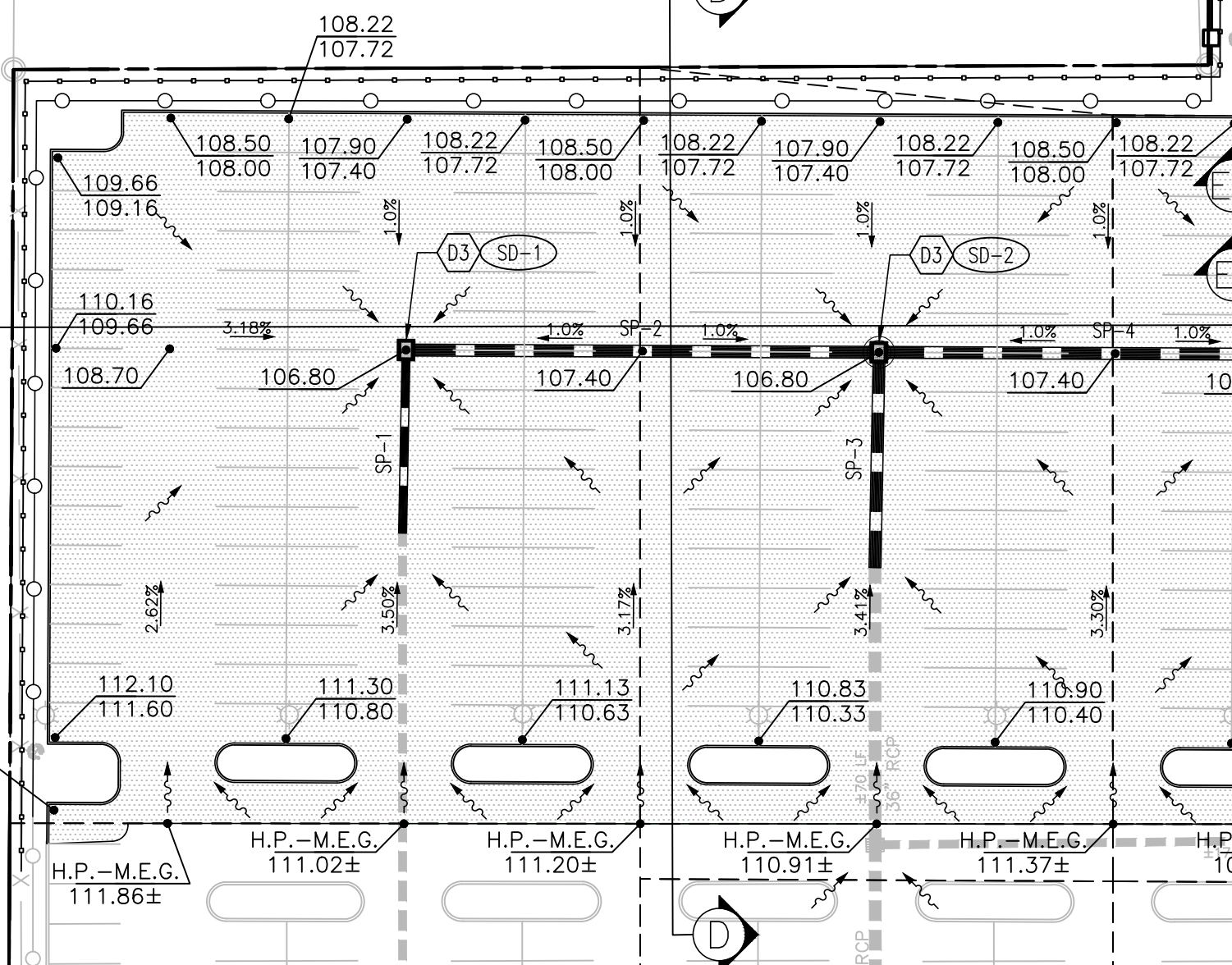
PROJECT NO.	17-026
SCALE	1" = 40'
DATE	JULY 13, 2017
SHEET NO.	C-8
SHEET	8 OF 27



DRAINAGE STRUCTURE LEGEND

- SD-1**
TYPE "D" INLET
PER F.D.O.T. INDEX "232"
TOP ELEV. 106.80
INV. ELEV. 101.90 S
INV. ELEV. 101.90 E
- SD-2**
TYPE "D" INLET
PER F.D.O.T. INDEX "232"
W/ TYPE "J" BOTTOM
PER F.D.O.T. INDEX "200 & 201"
TOP ELEV. 106.80
INV. ELEV. 101.20 E
INV. ELEV. 101.79 S
INV. ELEV. 101.30 W
- SD-3**
TYPE "D" INLET
PER F.D.O.T. INDEX "232"
W/ TYPE "J" BOTTOM
PER F.D.O.T. INDEX "200 & 201"
TOP ELEV. 106.80
INV. ELEV. 100.90 W
INV. ELEV. 100.80 N
INV. ELEV. 102.30 E

- SD-4**
TYPE "D" INLET
PER F.D.O.T. INDEX "232"
W/ TYPE "J" BOTTOM
PER F.D.O.T. INDEX "200 & 201"
TOP ELEV. 106.80
INV. ELEV. 100.17 S
INV. ELEV. 100.17 N
- MES-1**
MITERED END SECTION
PER F.D.O.T. INDEX "272"
INV. ELEV. 100.00 (SUMP)



- YD-6**
CONST 12" DRAIN BASIN
GRATE ELEV. 108.15
INV. ELEV. 104.86 W
- YD-7**
CONST 12" DRAIN BASIN
GRATE ELEV. 108.15
INV. ELEV. 104.56 W
INV. ELEV. 104.66 E
- YD-8**
CONST 12" DRAIN BASIN
GRATE ELEV. 108.15
INV. ELEV. 104.26 W
INV. ELEV. 104.36 E
- YD-9**
CONST 12" DRAIN BASIN
GRATE ELEV. 108.15
INV. ELEV. 103.96 W
INV. ELEV. 104.06 E

- SD-10**
TYPE "C" INLET
PER F.D.O.T. INDEX "232"
TOP ELEV. 108.05
INV. ELEV. 104.18 S
INV. ELEV. 104.18 E
INV. ELEV. 103.60 N
- SD-11**
TYPE "C" INLET
PER F.D.O.T. INDEX "232"
TOP ELEV. 107.88
INV. ELEV. 103.30 S
INV. ELEV. 103.88 E
INV. ELEV. 103.00 N
- SD-12**
TYPE "C" INLET
PER F.D.O.T. INDEX "232"
TOP ELEV. 107.65
INV. ELEV. 102.39 S
INV. ELEV. 102.30 W
- SD-13**
TYPE "D" INLET
PER F.D.O.T. INDEX "232"
TOP ELEV. 107.04
INV. ELEV. 102.00 E
INV. ELEV. 101.90 W

- SD-14**
TYPE "C" INLET
PER F.D.O.T. INDEX "232"
TOP ELEV. 107.04
INV. ELEV. 103.15 E
- SD-15**
TYPE "C" INLET
PER F.D.O.T. INDEX "232"
TOP ELEV. 107.04
INV. ELEV. 102.85 W
INV. ELEV. 101.60 E
INV. ELEV. 101.48 N
- SD-16**
TYPE "D" INLET
PER F.D.O.T. INDEX "232"
TOP ELEV. 106.80
INV. ELEV. (EXIST.) 101.50 E
INV. ELEV. (EXIST.) 101.50 W
INV. ELEV. (EXIST.) 102.80 W
- SD-17**
TYPE "D" INLET
PER F.D.O.T. INDEX "232"
TOP ELEV. 106.80
INV. ELEV. (EXIST.) 101.46 E
INV. ELEV. (EXIST.) 102.80 W

- SD-18**
TYPE "D" INLET
PER F.D.O.T. INDEX "232"
TOP ELEV. 107.70
INV. ELEV. (EXIST.) 101.04 E
INV. ELEV. (EXIST.) 101.02 W
INV. ELEV. 101.00 S
INV. ELEV. 100.89 N
- SD-19**
TYPE "C" INLET
PER F.D.O.T. INDEX "232"
TOP ELEV. 107.16
INV. ELEV. 103.00 E
- SD-20**
TYPE "C" INLET
PER F.D.O.T. INDEX "232"
TOP ELEV. 107.50
INV. ELEV. 102.30 E
INV. ELEV. 102.40 W
- SD-21**
TYPE "C" INLET
PER F.D.O.T. INDEX "232"
TOP ELEV. 108.20
INV. ELEV. 103.70 W

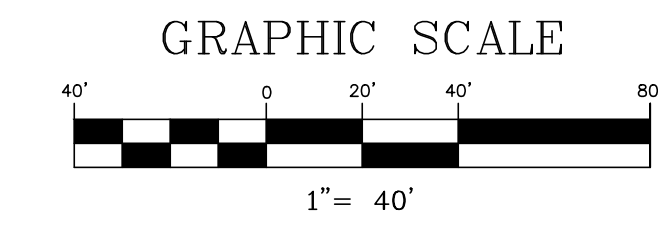
- SD-22**
TYPE "D" INLET
PER F.D.O.T. INDEX "232"
TOP ELEV. 107.85
INV. ELEV. 103.35 S
INV. ELEV. 103.10 E
INV. ELEV. 101.70 W
INV. ELEV. 100.30 N
- MES-2**
MITERED END SECTION
PER F.D.O.T. INDEX "272"
INV. ELEV. 100.00 (SUMP)

SITE DRAINAGE KEYNOTES

- D1. F.D.O.T. MITERED END SECTION PER INDEX No. 272, TYPICAL.
- D2. F.D.O.T. TYPE "C" DITCH BOTTOM INLET PER INDEX No. 232, TYPICAL.
- D3. F.D.O.T. TYPE "D" DITCH BOTTOM INLET PER INDEX No. 232, TYPICAL.
- D4. YARD DRAIN BASIN (NYLOPAST) PER ADVANCED DRAINAGE SYSTEMS (ADS).

GRADING KEYNOTES

- G1. F.D.O.T. TYPE "III" SILT FENCE EROSION CONTROL BARRIER PER INDEX No. 102, TYPICAL.
- G2. PROVIDE 1/2 EXPANSION JOINT WHERE ABUTTING EXISTING CONCRETE. CONTRACTOR TO VERIFY THAT THE CONDITION OF EXISTING PAVING IS SUITABLE FOR PROVIDING A SMOOTH TRANSITION AND REPLACE DAMAGED CONCRETE AS REQUIRED.



SITE LEGEND

- CUSTOMER PARKING SPACES
- NEW LIGHT DUTY CONCRETE PAVEMENT
- NEW HEAVY DUTY CONCRETE PAVEMENT
- MAINTENANCE BERM
- PROJECT AREA LIMITS
- PROPOSED WALL

STORM DRAINAGE PIPE CHART

DESIGNATION	PIPE			FROM STRUCTURE NUMBER	TO STRUCTURE NUMBER
	LENGTH (LINEAR FEET)	SIZE & TYPE	SLOPE		
SP-1	48	24" RCP	0.12%	EXISTING	SD-1
SP-2	120	24" RCP	0.50%	SD-1	SD-2
SP-3	56	36" RCP	0.17%	EXISTING	SD-2
SP-4	120	36" RCP	0.25%	SD-2	SD-3
SP-5	266	36" RCP	0.24%	SD-3	SD-4
SP-6	75	36" RCP	0.23%	SD-4	SD-5
SP-7	20	8" PVC	1.0%	SD-6	SD-7
SP-8	20	8" PVC	1.0%	SD-7	SD-8
SP-9	20	8" PVC	1.0%	SD-8	SD-9
SP-10	22	8" PVC	1.0%	SD-9	SD-10
SP-11	33	8" PVC	1.0%	ROOF DRAIN	SD-10
SP-12	76	15" RCP	0.39%	SD-10	SD-11
SP-13	62	8" PVC	1.0%	ROOF DRAIN	SD-11
SP-14	122	15" RCP	0.50%	SD-11	SD-12
SP-15	60	15" RCP	0.50%	SD-12	SD-13
SP-16	60	15" RCP	0.50%	SD-13	SD-15
SP-17	60	15" RCP	0.50%	SD-14	SD-15
SP-18	190	24" RCP	0.25%	SD-15	SD-18
SP-19	EXISTING	36" RCP	---	---	SD-16
SP-20	EXISTING	36" RCP	0.18%	SD-16	SD-18
SP-21	EXISTING	36" RCP	0.70%	SD-17	SD-18
SP-22	271	36" RCP	0.20%	SD-18	SD-22
SP-23	60	15" RCP	1.0%	SD-19	SD-20
SP-24	60	15" RCP	1.0%	SD-20	SD-22
SP-25	60	15" RCP	1.0%	SD-21	SD-22
SP-26	65	36" RCP	0.50%	SD-22	SD-23
SP-27	30	15" RCP	0.52%	SD-24	SD-25
SP-28	EXISTING	30" RCP	---	---	SD-25
SP-29	EXISTING	30" RCP	---	---	SD-26
SP-30	EXISTING	30" RCP	---	---	---
SP-31	124	18" RCP	0.40%	SD-3	SD-17

- SD-24**
TYPE "D" INLET
PER F.D.O.T. INDEX "232"
TOP ELEV. 106.50
INV. ELEV. 102.00 E
- SD-25**
TYPE "D" INLET
PER F.D.O.T. INDEX "232"
TOP ELEV. 107.25
INV. ELEV. 101.85 W
INV. ELEV. (EXISTING) 101.55 N&S
- SD-26**
TYPE "D" INLET
PER F.D.O.T. INDEX "232"
TOP ELEV. 107.00
INV. ELEV. (EXISTING) 101.50 N&S

DATE	REVISIONS	BY	CHECKED
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08/10/2017	REVISED PER CLIENT		

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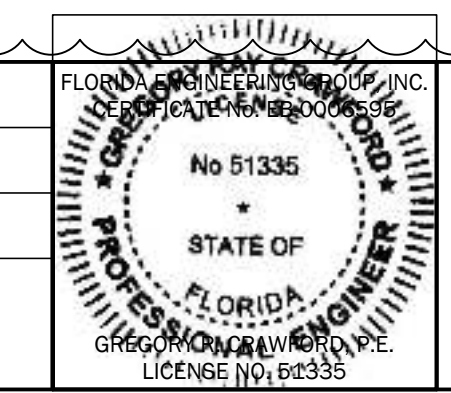


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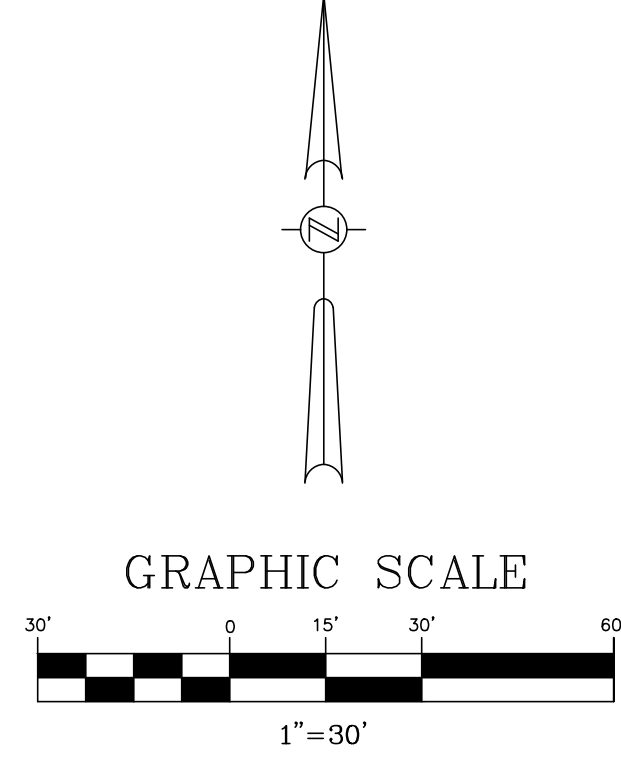
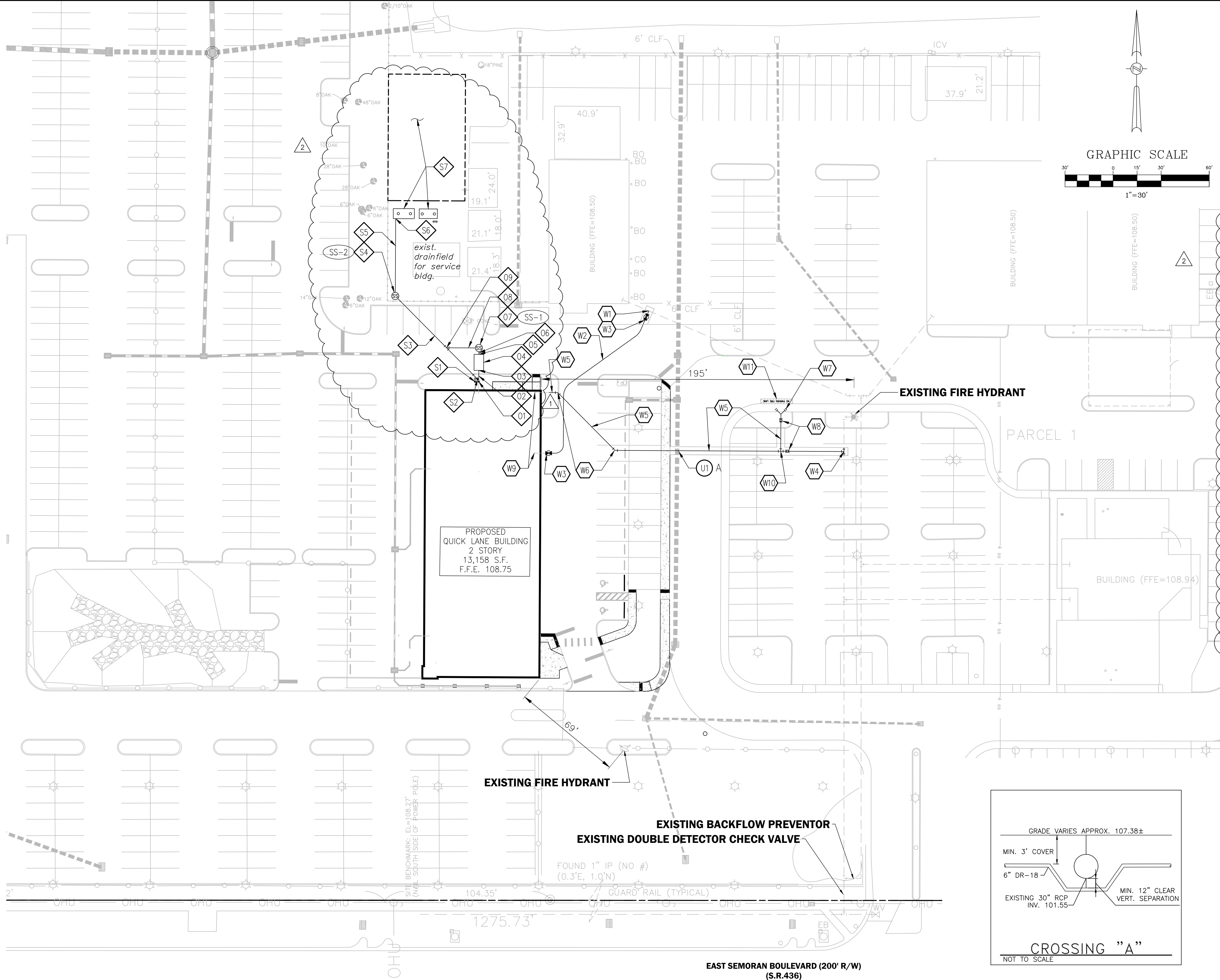
SITE PAVING, GRADING AND DRAINAGE PLAN

DESIGNED BY CPN	DRAWN BY CPN	CHECKED BY GRC	APPROVED BY GRC
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PROJECT NO.	17-026
SCALE	1" = 40'
DATE	JULY 13, 2017
SHEET NO.	C-9
SHEET	9 OF 27



REVISIONS TO OVERALL SHEET 2



- WATER UTILITY KEYNOTES**
- W1. WET TAP TO EXISTING WATER MAIN.
 - W2. 2" HDPE WATERLINE. SEE PLAN FOR LENGTH.
 - W3. 2" GATE VALVE.
 - W4. 6" X 8" TAPPING SLEEVE & VALVE.
 - W5. 6" FIRE LINE (DR-14).
 - W6. 45° BEND W/RESTRAINED JOINTS.
 - W7. FIRE DEPARTMENT CONNECTION (F.D.C.).
 - W8. CHECK VALVE, TYPICAL.
 - W9. POINT OF CONNECTION TO BUILDING. (SEE ARCHITECTURAL DRAWINGS FOR CONFIRMATION).
 - W10. 6" X 6" TEE.
 - W11. 3' X 20' FIRE LANE PER CITY OF APOPKA REQUIREMENTS.

- SAND/OIL-WATER SEPARATOR UTILITY KEYNOTES**
SEE ARCHITECTURAL/PLUMBING DRAWINGS FOR DETAILS AND CONSTRUCTION CONFIRMATION.
- O1. POINT OF CONNECTION AT BUILDING CLEAN-OUT INV. EL. 105.50 (SEE SHEET P201).
 - O2. 5 LF OF 4" PVC @ 1.0%.
 - O3. CONNECT TO SEPARATOR STRUCTURE AT INV. EL. 105.45 (INLET).
 - O4. 1,000 GAL. OIL/WATER SEPARATOR. (SEE SHEETS P001/P201 FOR DETAILS).
 - O5. CONNECT TO SEPARATOR STRUCTURE AT INV. EL. 105.45 (OUTLET).
 - O6. 3 LF OF 4" PVC @ 1.0%.
 - O7. SAMPLING BOX (SS-1). (SEE SHEET P001 FOR DETAILS).
 - O8. 20 LF OF 6" PVC @ 1.0%.
 - O9. 6" PVC WYE INV. EL. 104.95. DROP AND CONNECT TO SANITARY LATERAL AT INV. EL. 104.53.

- SANITARY SEWER UTILITY KEYNOTES**
- S1. POINT OF CONNECTION AT BUILDING CLEAN-OUT INV. EL. 105.50 (SEE SHEET P201).
 - S2. INSTALL 6" CLEAN-OUT AT INV. EL. 105.50.
 - S3. 70 LF OF 6" PVC @ 1.0%.
 - S4. SANITARY MANHOLE (SS-2). (SEE SHEET C-16 FOR DETAILS).
 - S5. 48 LF OF 8" PVC @ 0.40%.
 - S6. CONNECT TO SEPTIC TANK AT INV. EL. 103.80. (SEE SHEET C-10A).
 - S7. SEPTIC TANK, DOSING TANK AND DRAINFIELD. SEE SHEET C-10A FOR SEPTIC SYSTEM DETAILS.

SANITARY STRUCTURE LEGEND

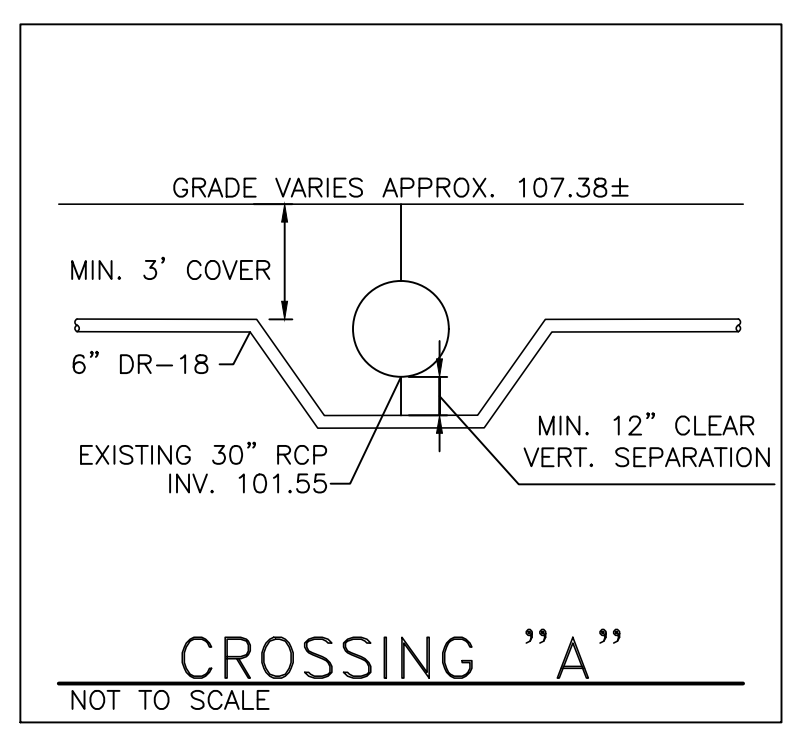
KEYNOTE	DESCRIPTION	TOP ELEV.	INV. ELEV.	TOP ELEV.	INV. ELEV.
SS-1	SAMPLING BOX (SEE SHEET P001 FOR DETAIL)	108.10	105.35 S	108.00	104.10 SE
SS-2	SANITARY SEWER MANHOLE	108.00	105.15 W	104.10 N	104.00 N

- UTILITY KEYNOTES**
- U1. CROSSING CONFLICT, TO BE DENOTED BY LETTER & SHOWN ON THIS SHEET.
 - U1. SITE LIGHTING. COORDINATE W/ SITE LIGHTING PLAN.

NEEDED FIRE FLOW

LARGEST UNDIVIDED FLOOR AREA	16,790 S.F.
MAXIMUM BUILDING AREA	16,790 S.F.
CONSTRUCTION TYPE	TYPE II FULLY SPRINKLED
NEEDED FIRE FLOW	1,000 GPM (A 50% REDUCTION WAS TAKEN FOR SPRINKLERS)
FIRE HYDRANTS REQUIRED:	1 HYDRANT
FIRE HYDRANTS PROPOSED:	1 HYDRANT W/1 175'

- UTILITY NOTES**
- REFER TO CITY OF APOPKA STANDARD DETAILS FOR ALL UTILITY DESIGN INFORMATION. ALL WATER & SANITARY SEWER UTILITY CONSTRUCTION TO BE PER CITY OF APOPKA REQUIREMENTS. PUMPED FIRE LINE CONSTRUCTION & TESTING TO BE PER CITY OF APOPKA FIRE RESCUE DIVISION REQUIREMENTS.
 - ALL UTILITIES (INCLUDING PUMP STATION) LOCATED OUTSIDE PUBLIC R.O.W. & PUBLIC EASEMENT SHALL BE PRIVATELY OWNED & MAINTAINED.
 - CONTRACTOR TO FIELD RE-VERIFY THE LOCATION OF ALL EXISTING UTILITIES @ CONNECTION POINTS, CONFLICTS, & WITHIN DIRECTIONAL DRILLING AREAS PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ENGINEER OF RECORD. THE ENGINEER SHALL COORDINATE ANY DESIGN CHANGES W/ CITY OF APOPKA.
 - CONTRACTOR SHALL MAINTAIN A MINIMUM OF 3' COVER OVER ALL PROPOSED UTILITIES.
 - CONTRACTOR SHALL NOTIFY THE CITY OF APOPKA UTILITIES CONSTRUCTION DEPARTMENT 48 HOURS PRIOR TO ANY UTILITIES CONSTRUCTION.
 - THE CONSTRUCTION OF ALL UTILITIES PROPOSED FOR CONNECTION TO THE ORANGE COUNTY UTILITY SYSTEM SHALL BE IN CONFORMANCE WITH THE ORANGE COUNTY FEBRUARY 2011 STANDARDS & CONSTRUCTION SPECIFICATIONS MANUAL.



DATE	REVISIONS	BY	CHECKED
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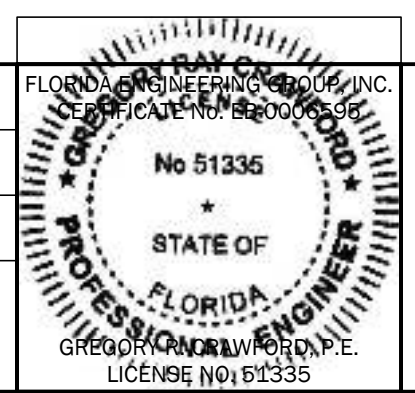


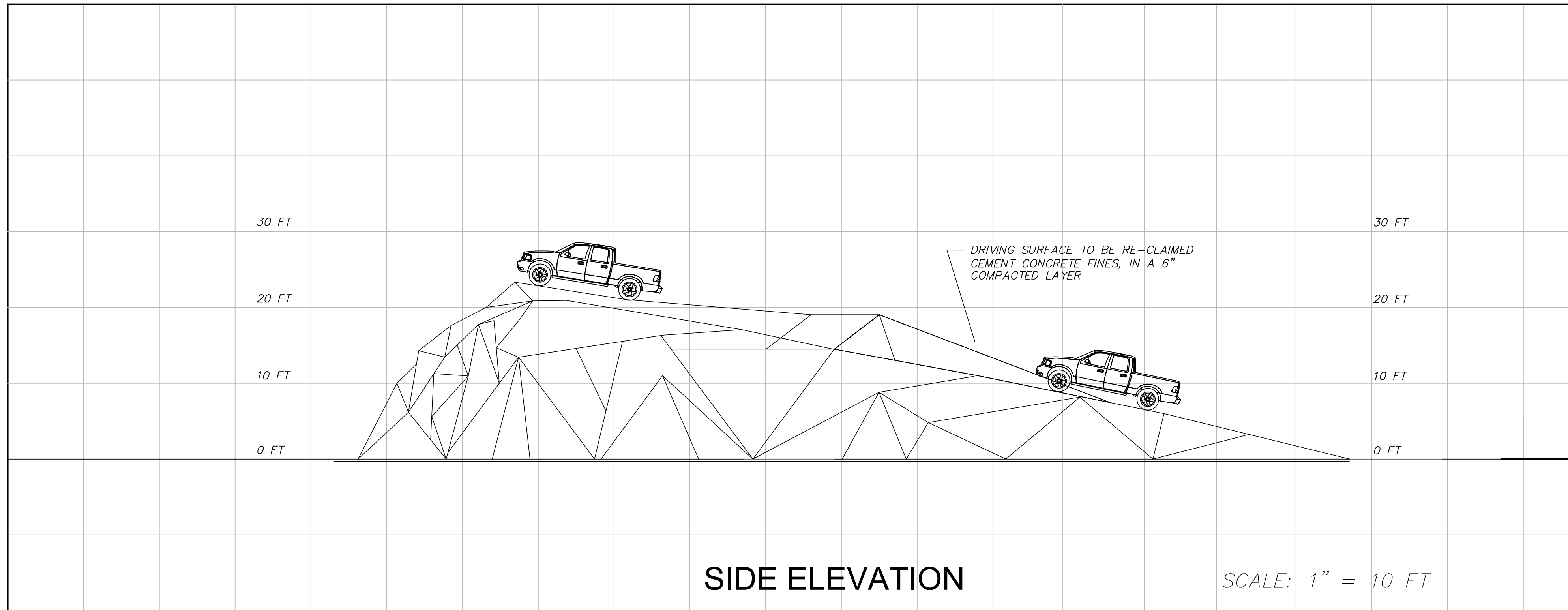
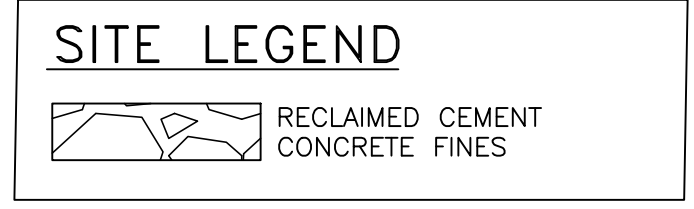
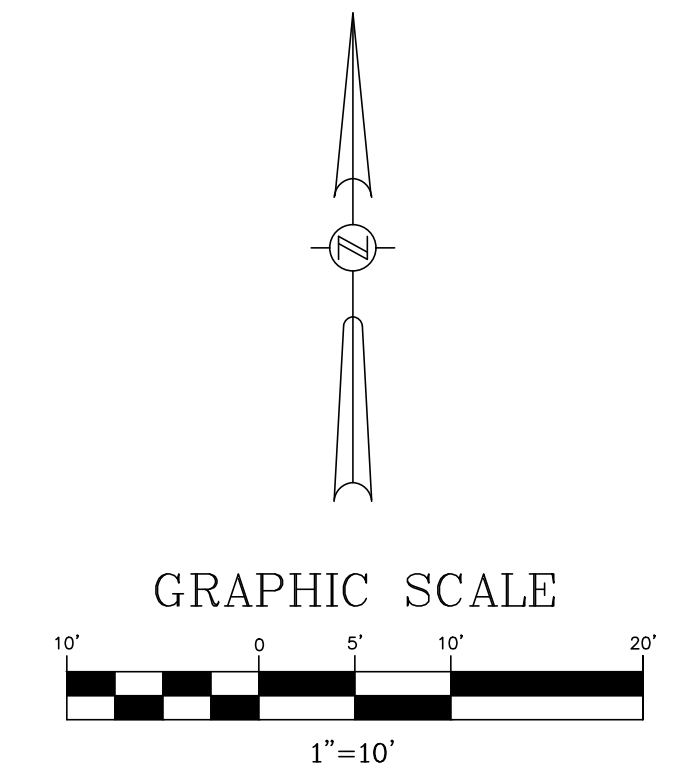
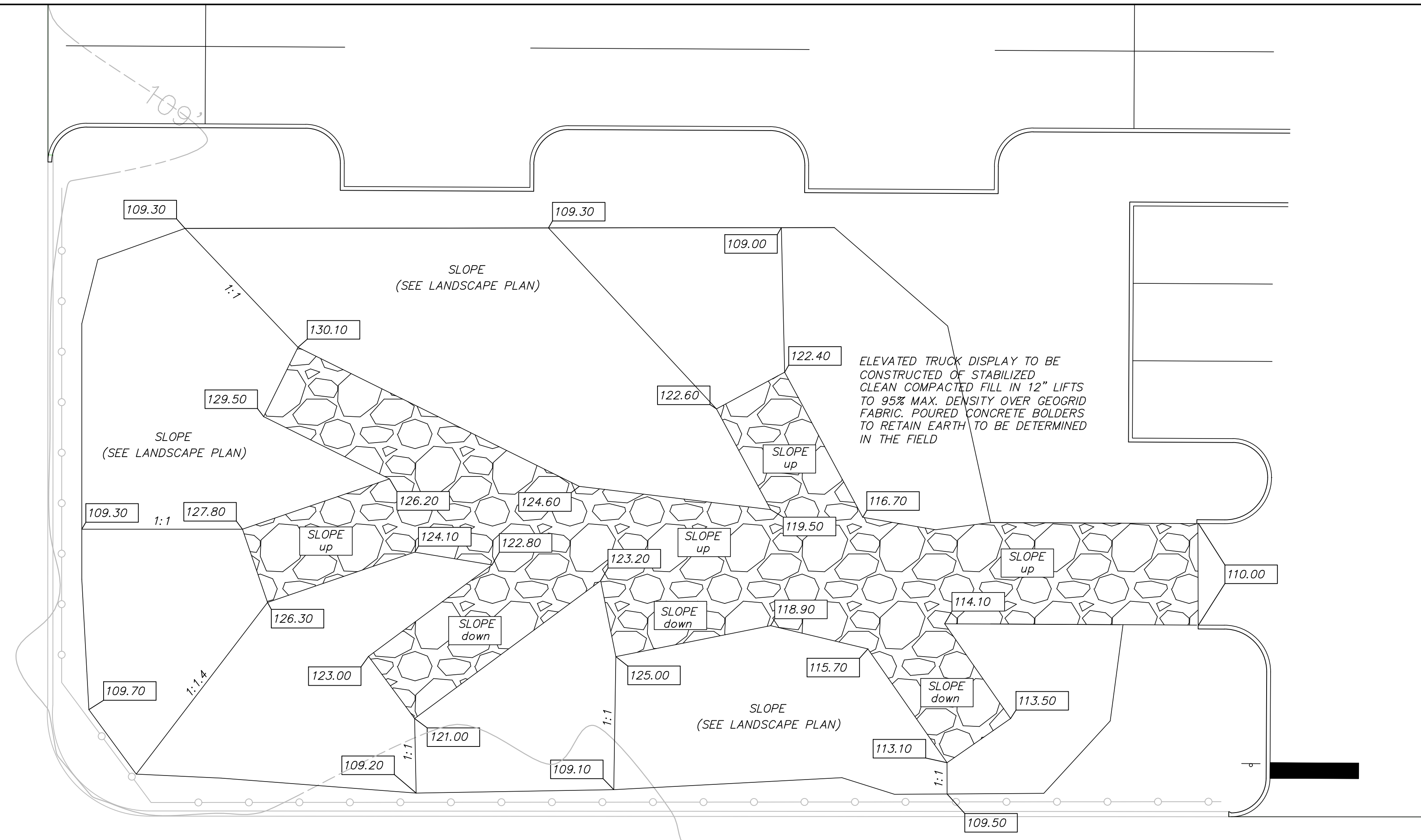
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Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325
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SITE UTILITY PLAN

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
CPN	CPN	GRC	GRC

PROJECT NO.	17-026
SCALE	1" = 30'
DATE	JULY 13, 2017
SHEET NO.	C-10
SHEET	10 OF 27





SIDE ELEVATION

SCALE: 1" = 10 FT

DATE	REVISIONS	BY	CHECKED

MULLINAX FORD
CONSTRUCTION PLANS
1551 E. SEMORAN BLVD
APOPKA, FLORIDA

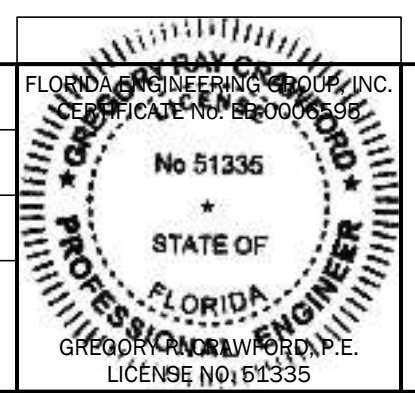


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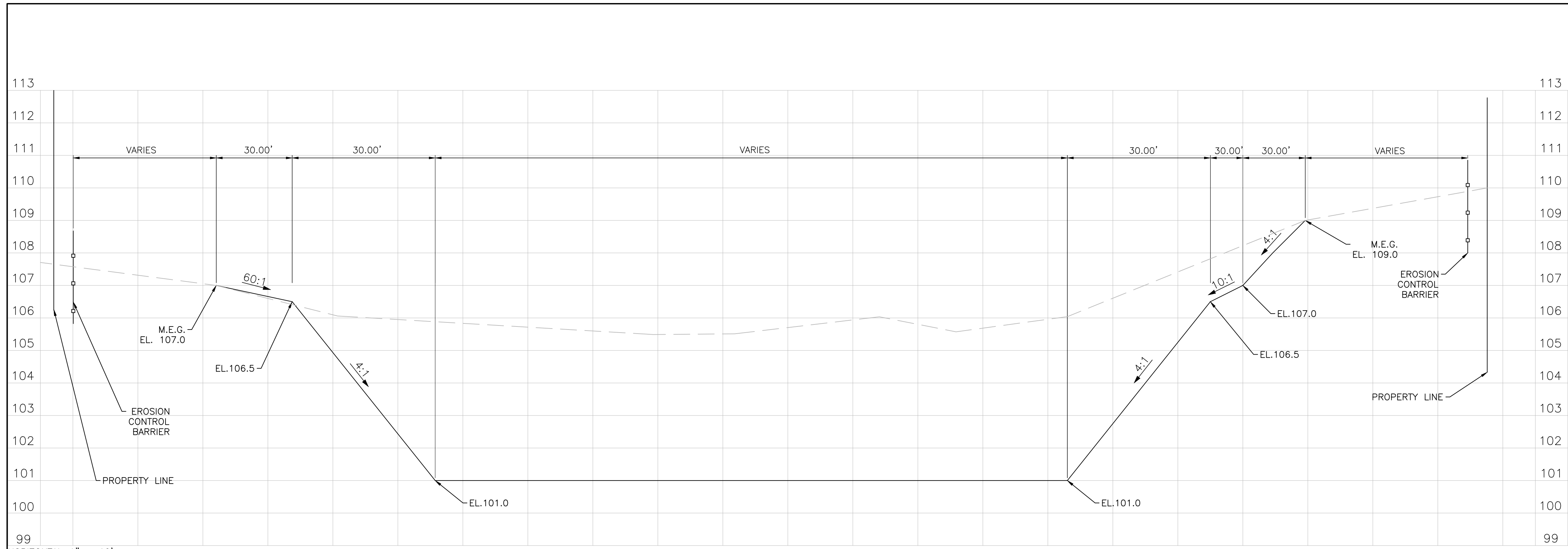
TRUCK MOUNTAIN PLAN AND DETAILS

DESIGNED BY CPN	DRAWN BY CPN	CHECKED BY GRC	APPROVED BY GRC
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PROJECT NO.	17-026
SCALE	NOTED
DATE	JULY 13, 2017
SHEET NO.	C-11
SHEET	11 OF 22

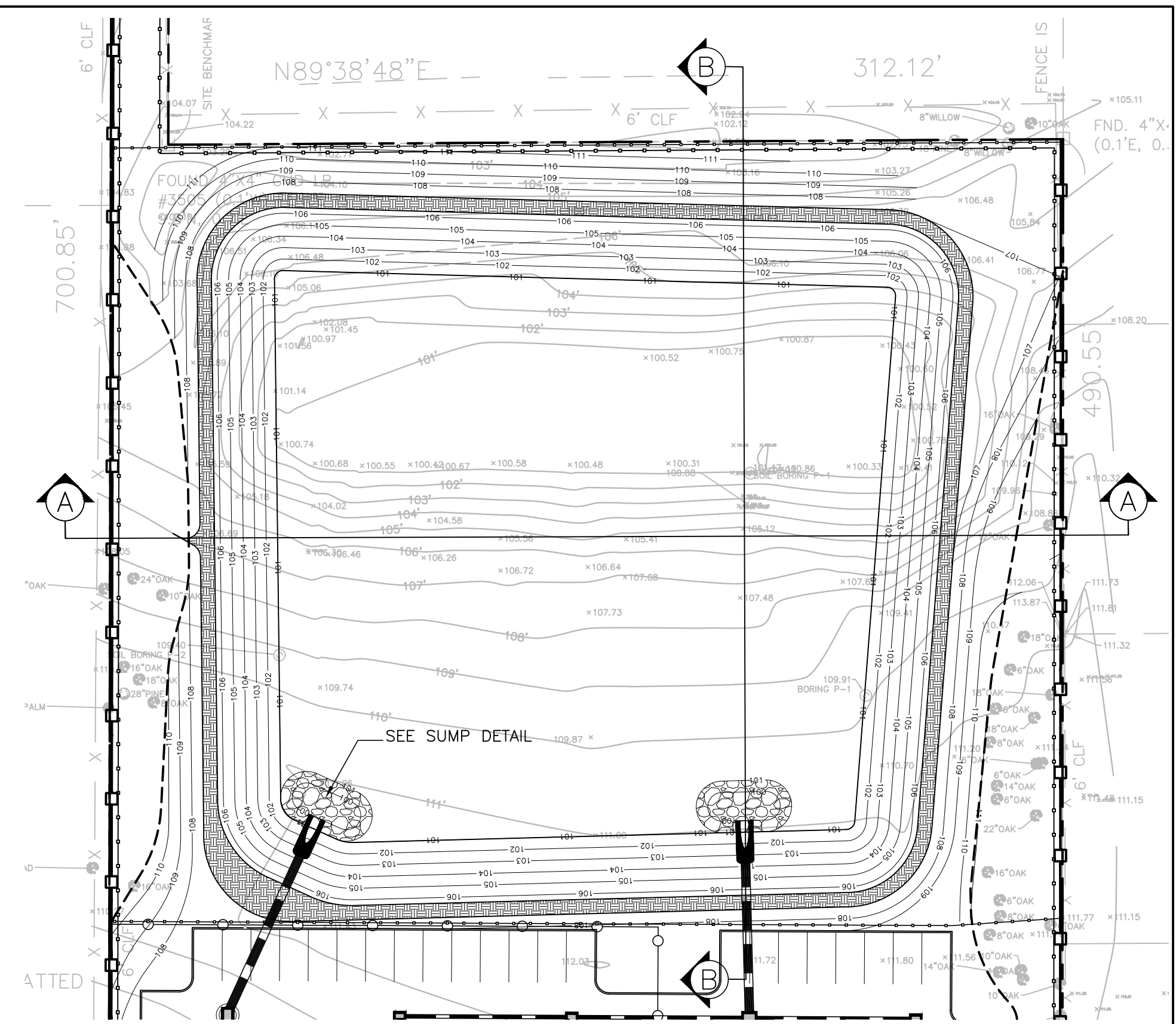


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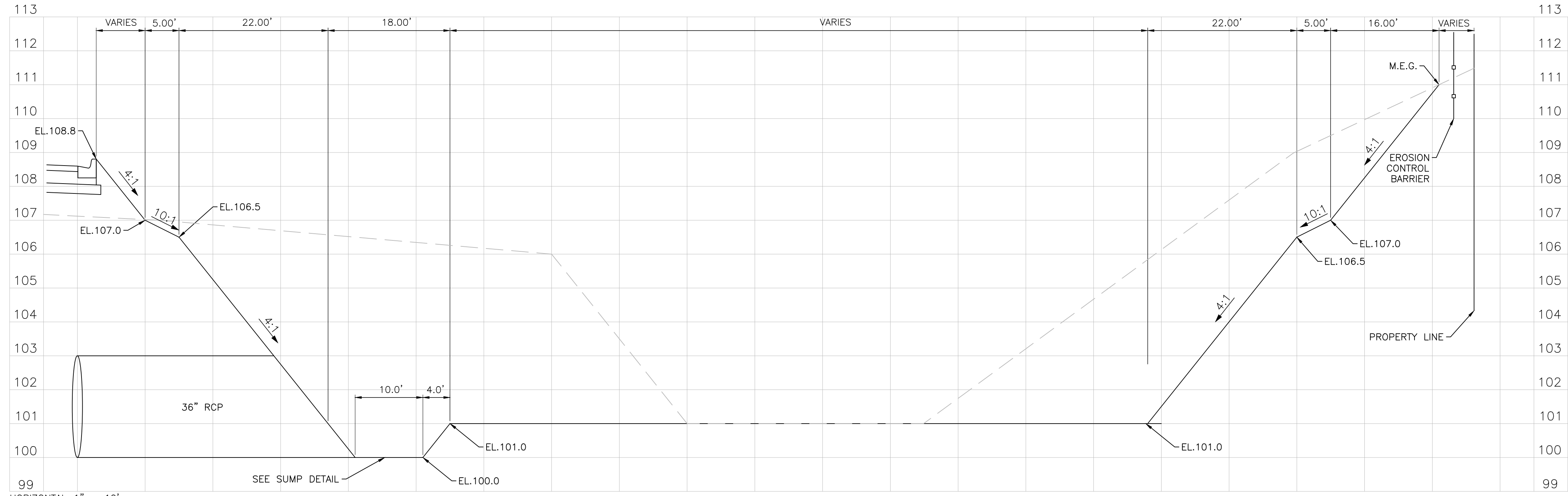


HORIZONTAL 1" = 10'
VERTICAL 1" = 2'

SECTION A-A

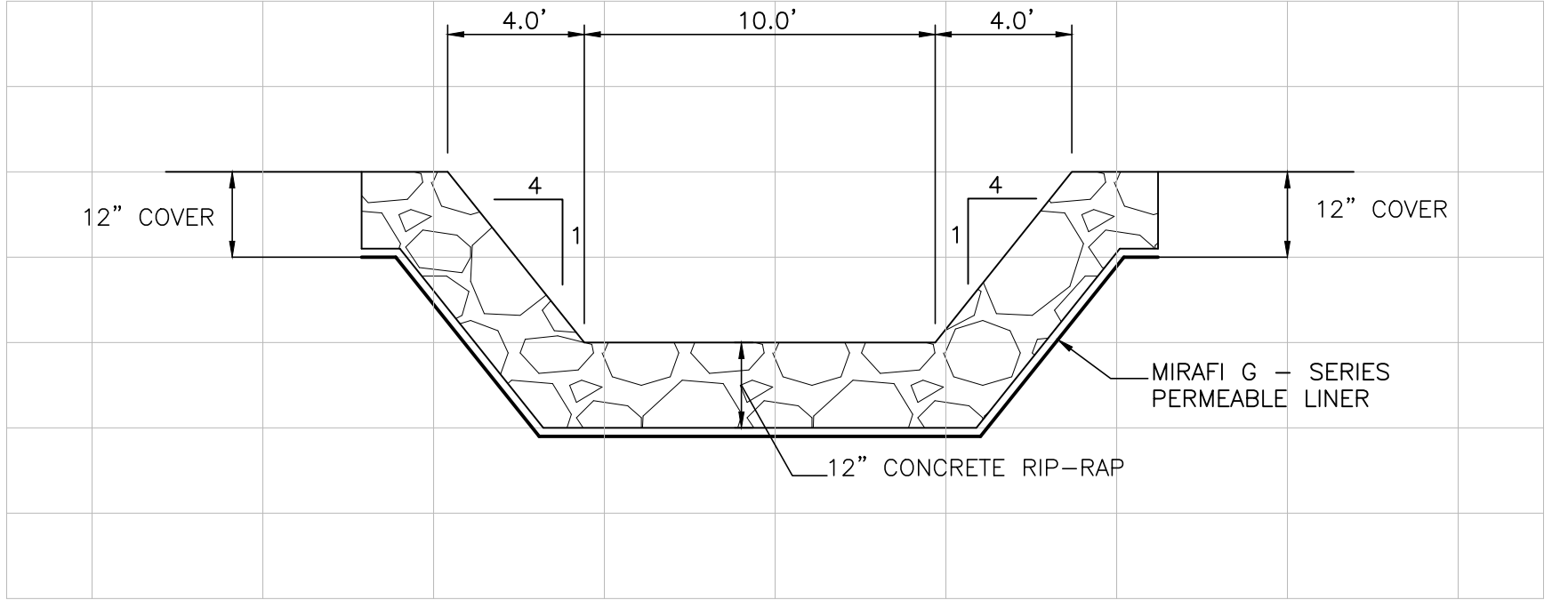


RETENTION POND



HORIZONTAL 1" = 10'
VERTICAL 1" = 2'

SECTION B-B



SUMP DETAIL

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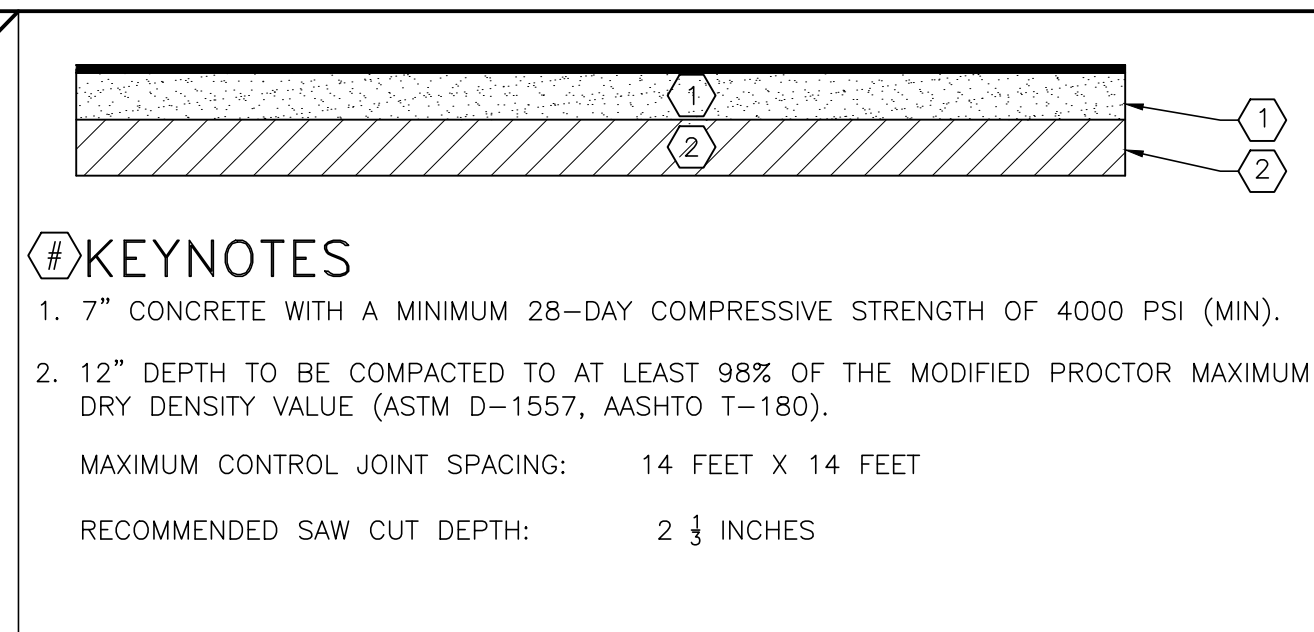
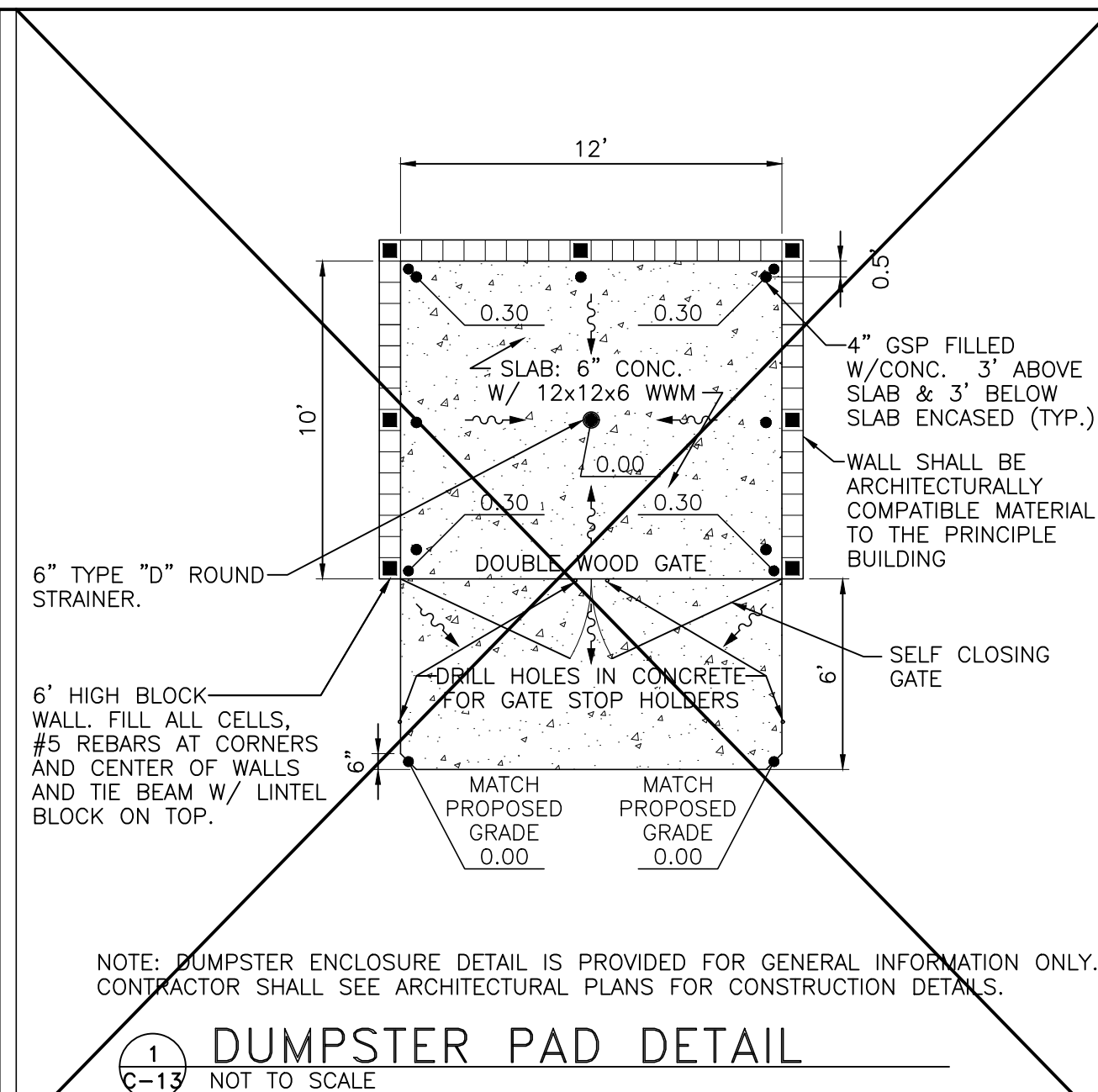
CROSS SECTIONS

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CPN	CPN	GRC	GRC

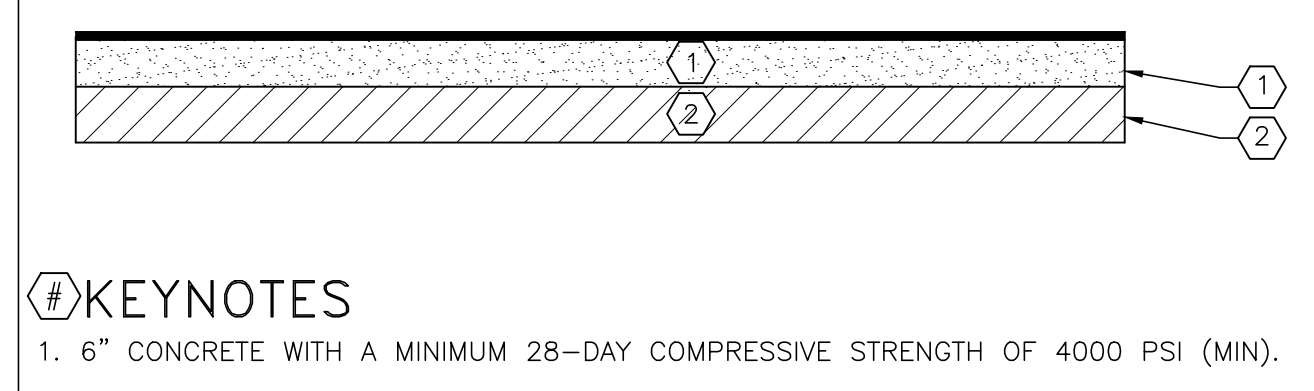
PROJECT NO.	17-026
SCALE	NOTED
DATE	JULY 13, 2017
SHEET NO.	C-12
SHEET	12 OF 22



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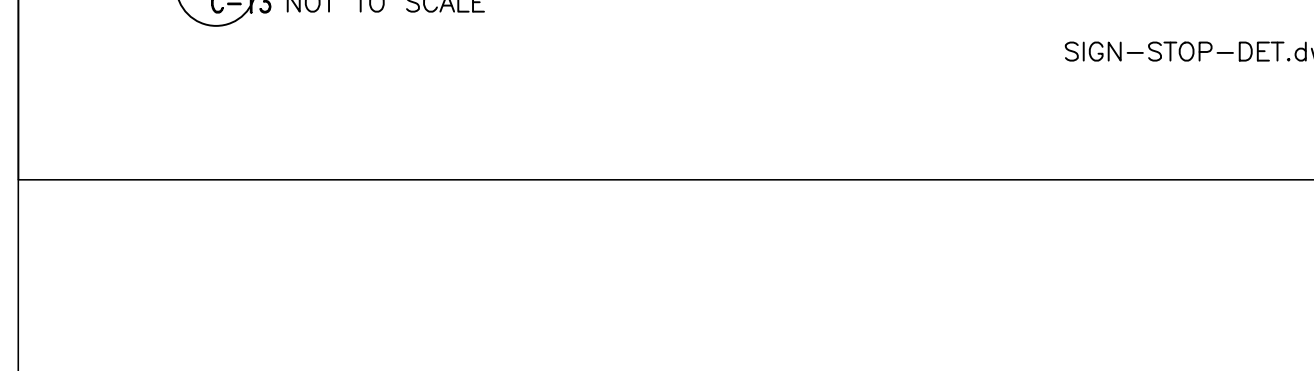
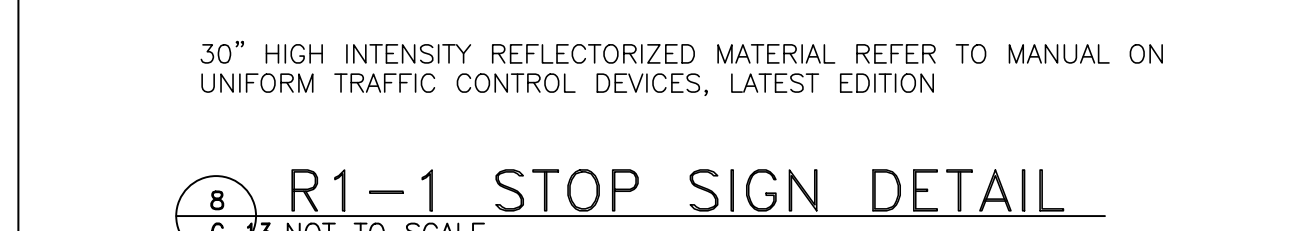
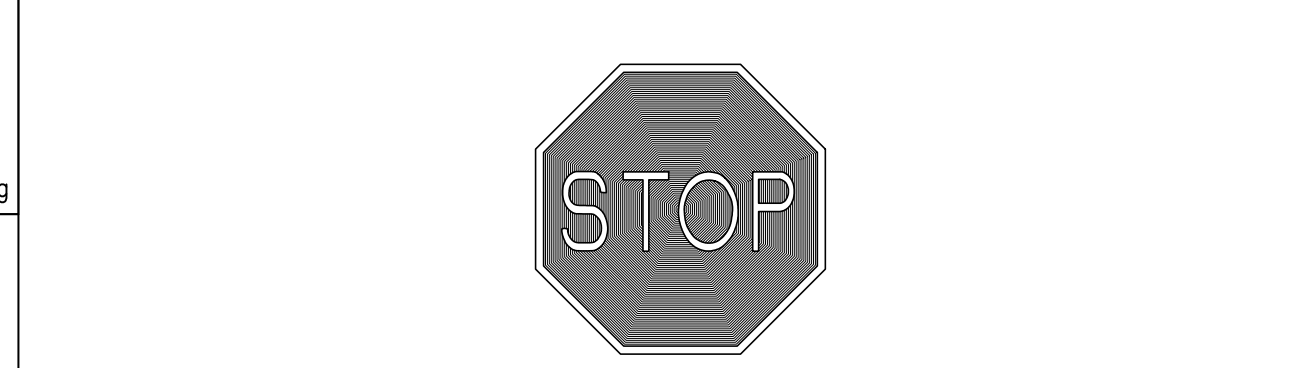
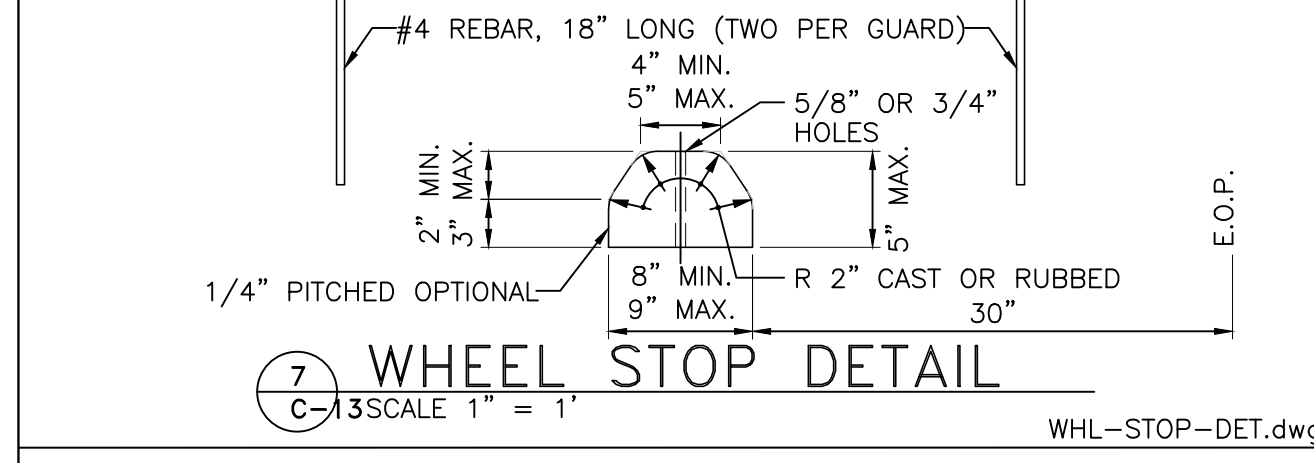
#KEYNOTES
 1. 7" CONCRETE WITH A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 4000 PSI (MIN).
 2. 12" DEPTH TO BE COMPACTED TO AT LEAST 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY VALUE (ASTM D-1557, AASHTO T-180).
 MAXIMUM CONTROL JOINT SPACING: 14 FEET X 14 FEET
 RECOMMENDED SAW CUT DEPTH: 2 3/4 INCHES



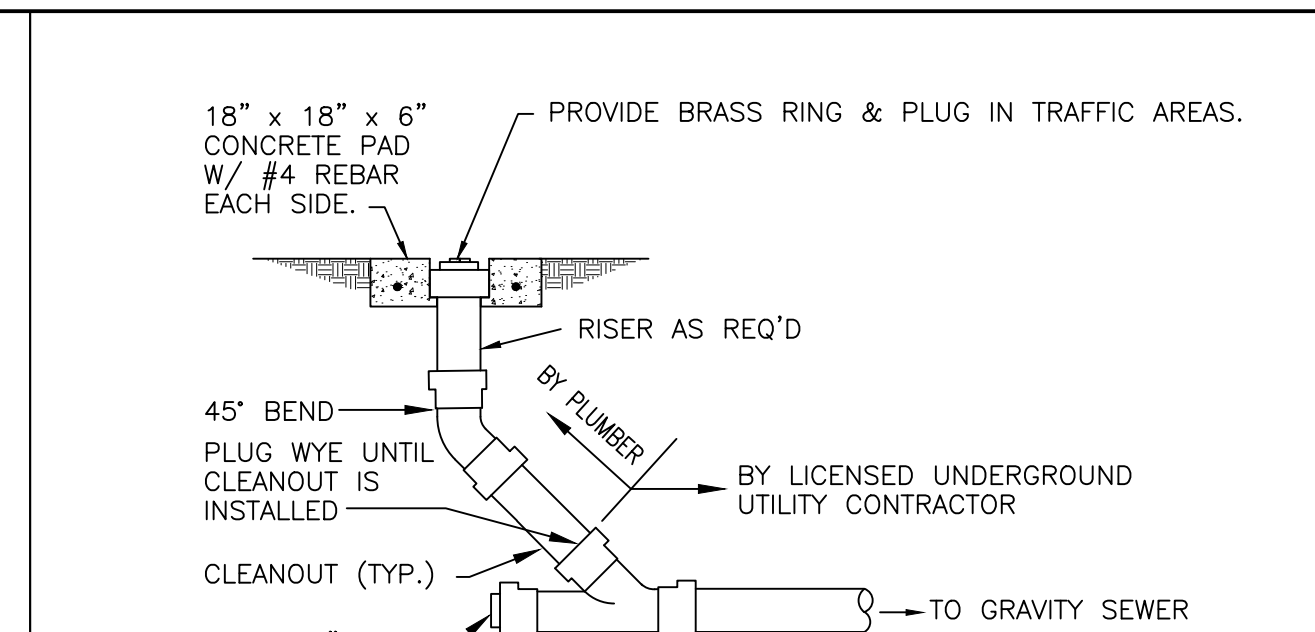
#KEYNOTES
 1. 6" CONCRETE WITH A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 4000 PSI (MIN).
 2. 12" DEPTH TO BE COMPACTED TO AT LEAST 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY VALUE (ASTM D-1557, AASHTO T-180).
 MAXIMUM CONTROL JOINT SPACING: 12 FEET X 12 FEET
 RECOMMENDED SAW CUT DEPTH: 2 INCHES



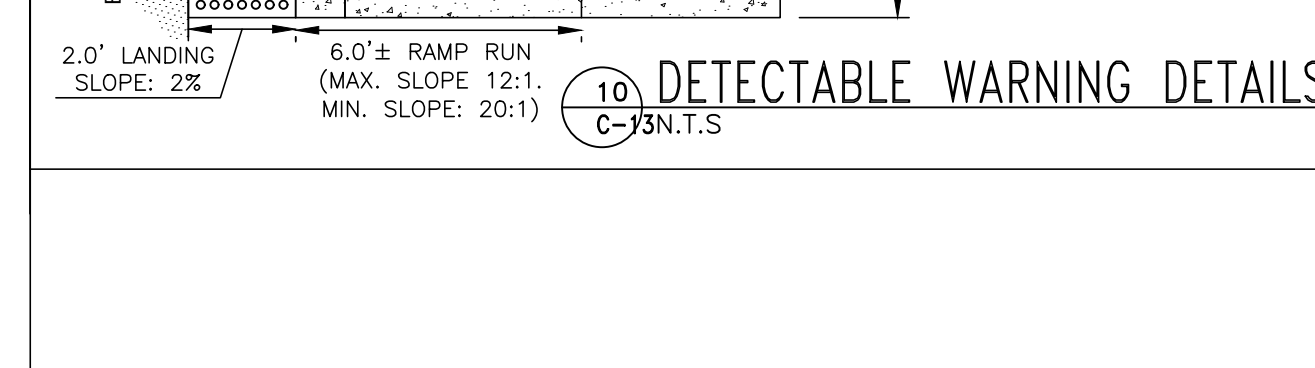
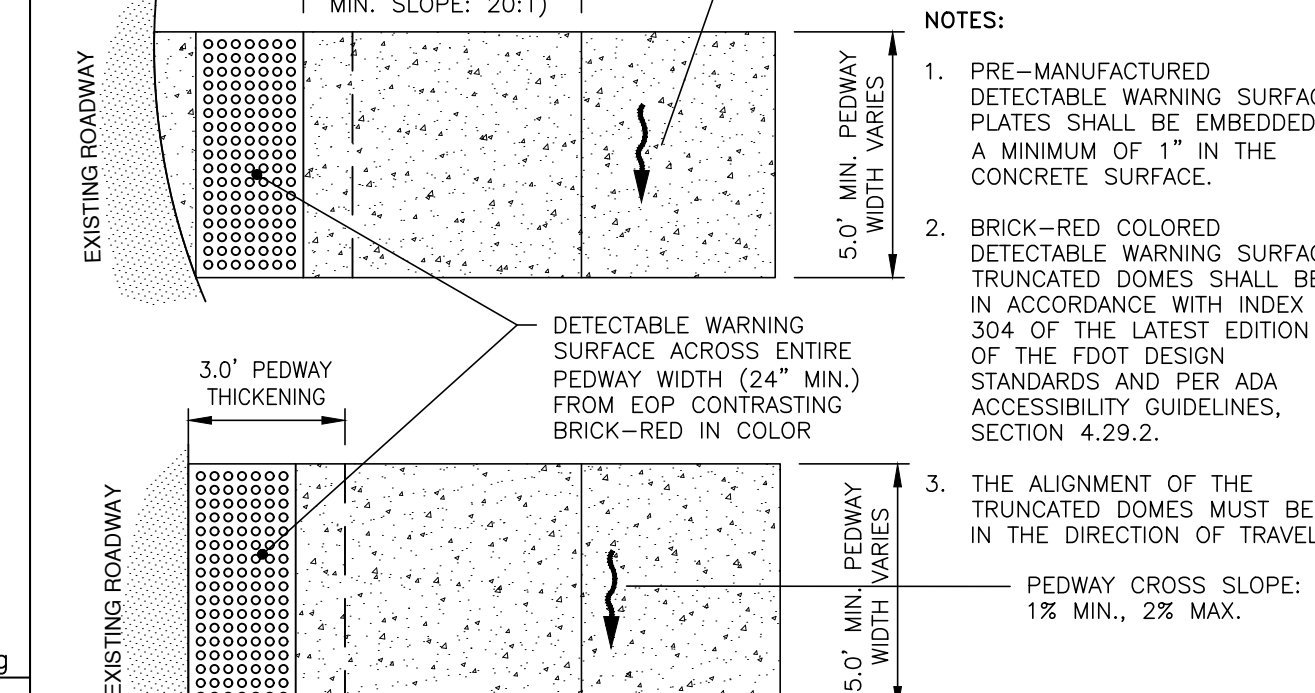
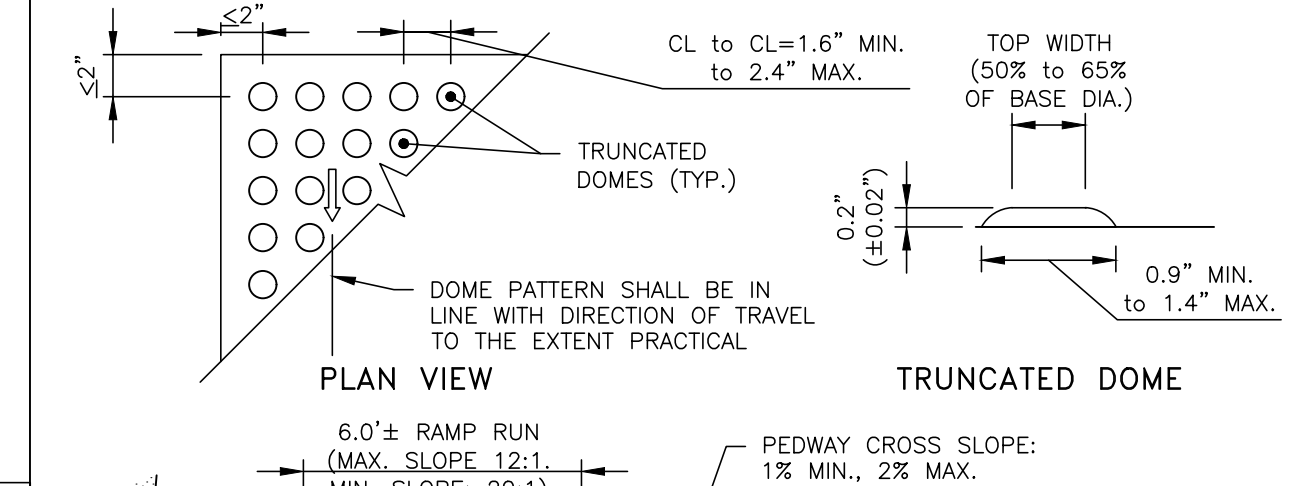
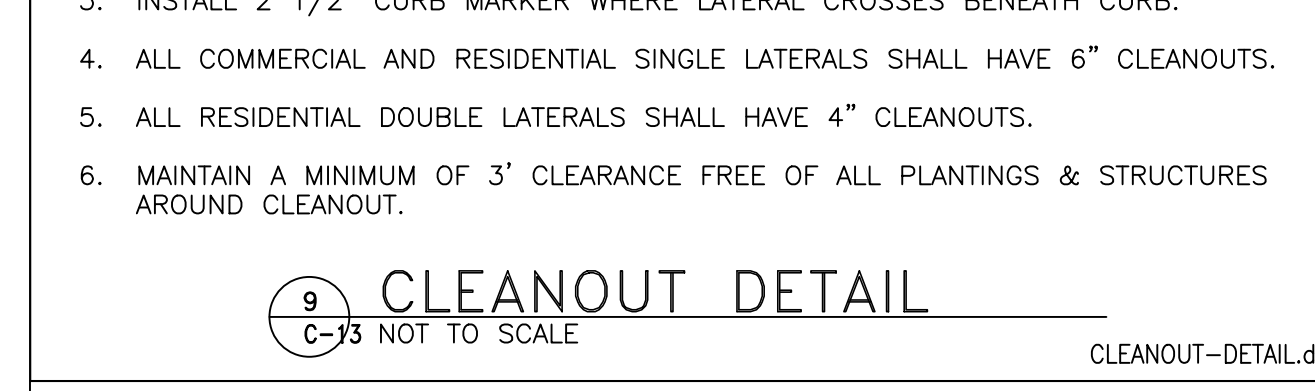
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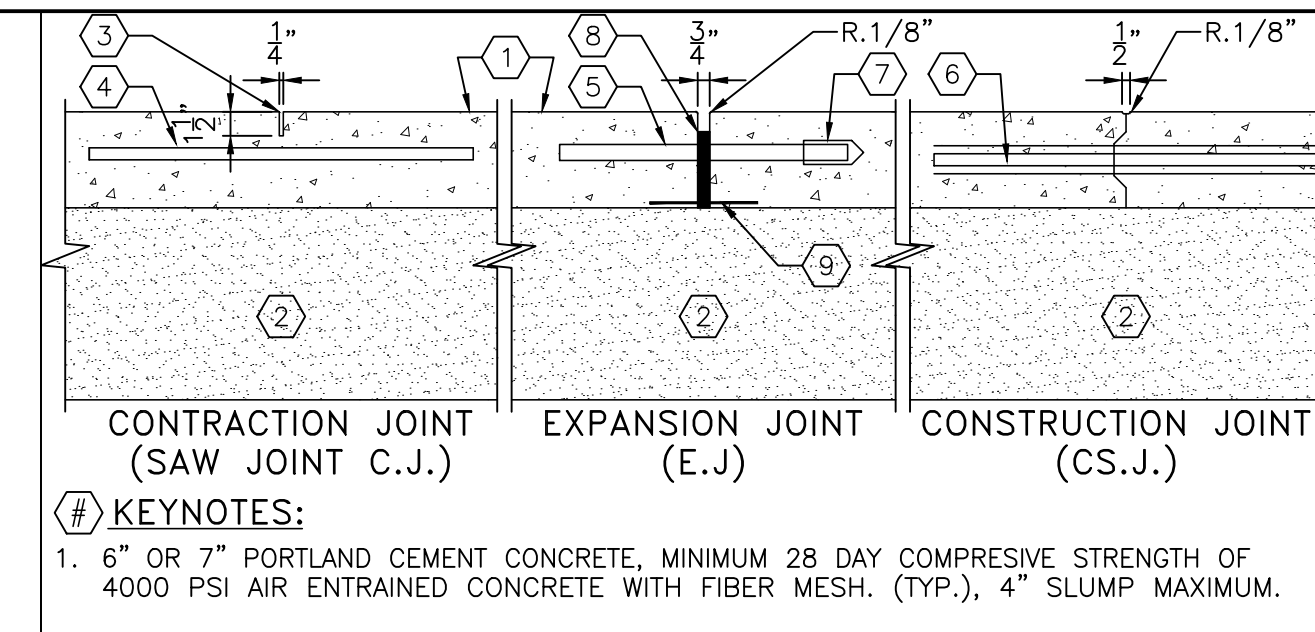
#KEYNOTES
 1. 1" DEEP 1/8" R TOOLED JOINT.
 2. PREMOLDED EXPANSION JOINT FILLER STRIP & JOINT SEALER W/1/8" R TOOLED EDGES.
 3. 6" COMPACTED SUBGRADE
 4. 3000 P.S.I. CONC. W/FIBER MESH(TYP)
 5. FINISHED GRADE (TYP.)



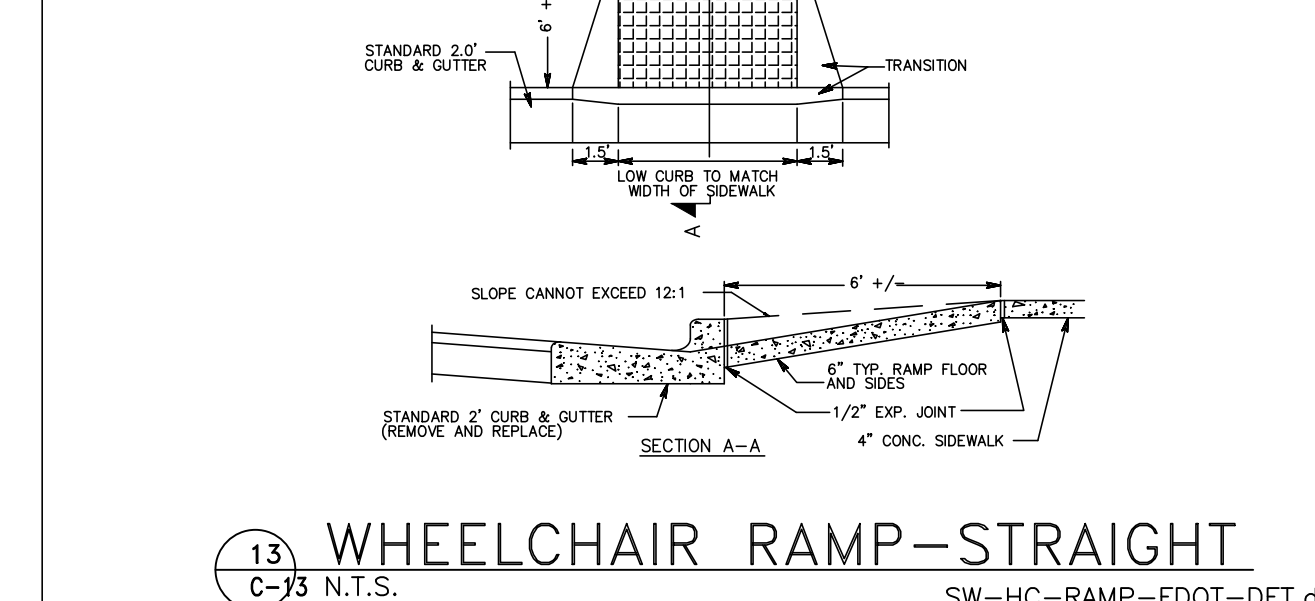
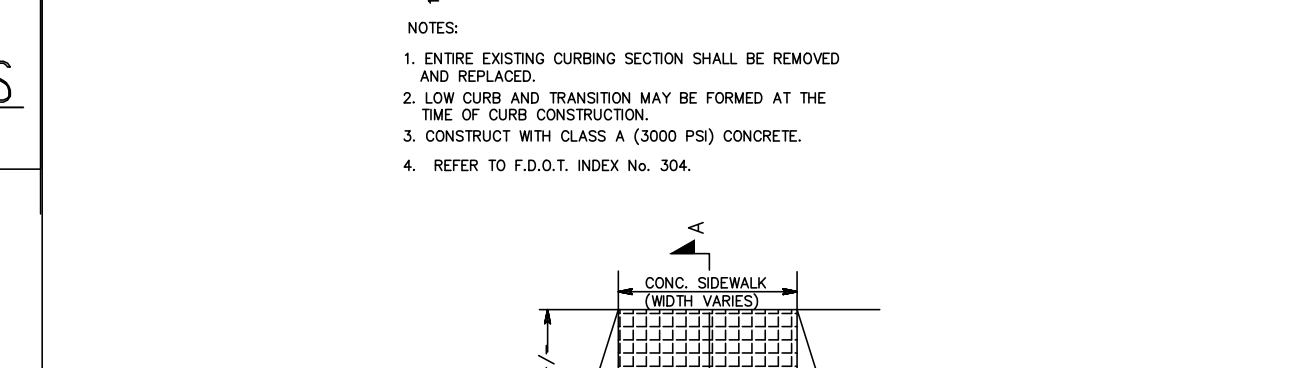
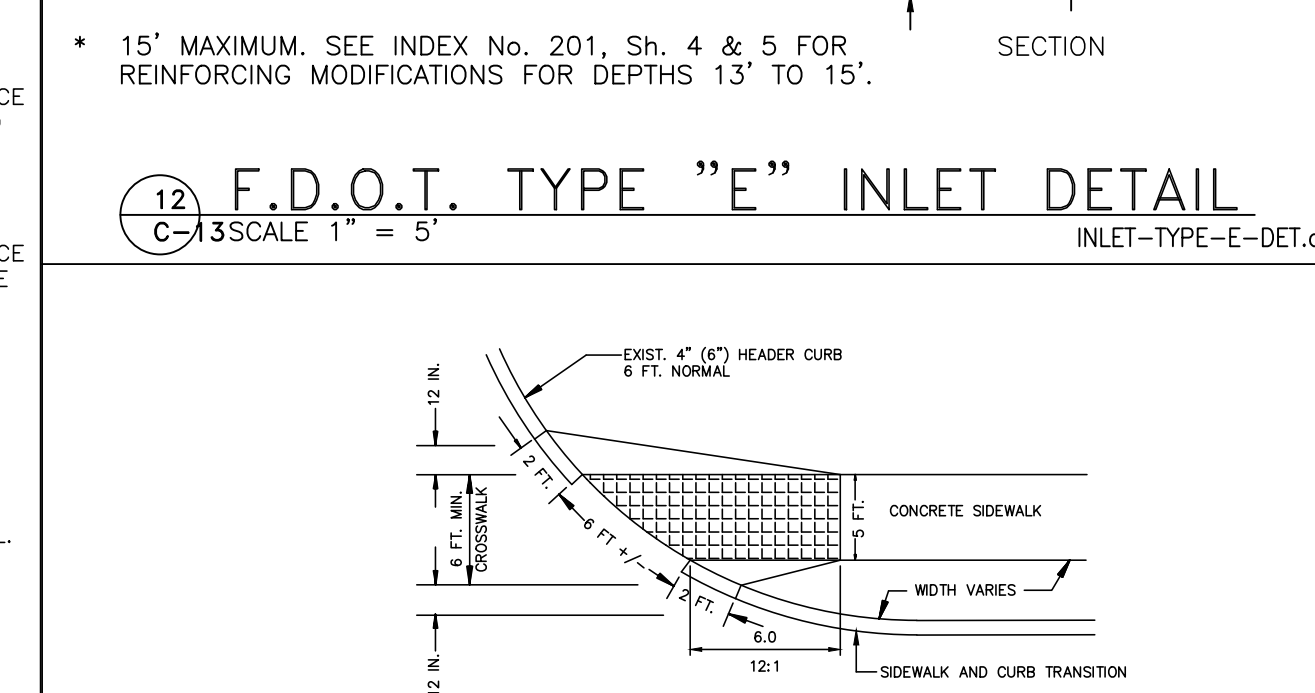
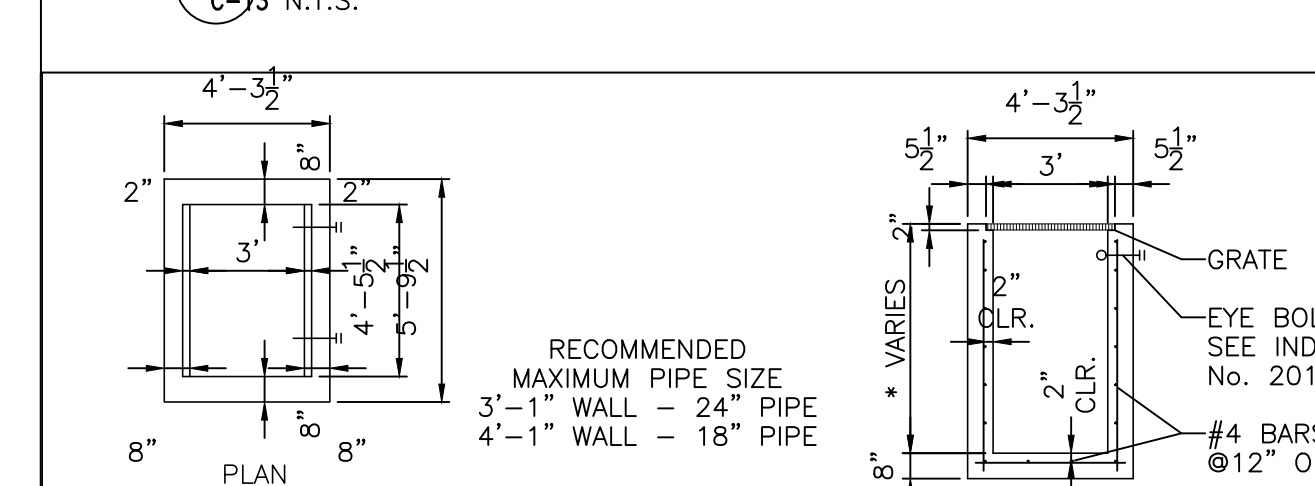
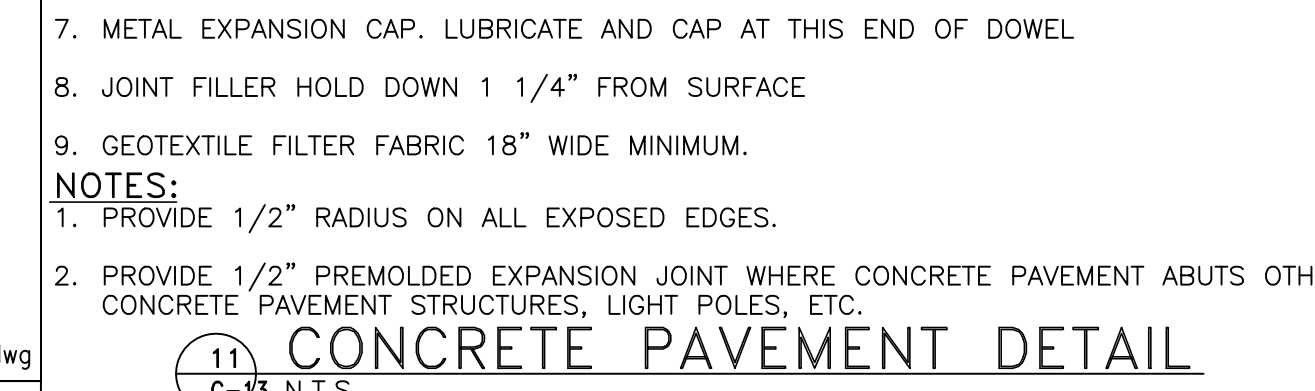
NOTES
 1. ALL CLEANOUTS AND CONCRETE PADS TO BE FLUSH WITH FINISH GRADE.
 2. UTILITY CONTRACTOR TO INSTALL & PRESSURE TEST WYE AND INSTALL PLUG. PLUMBER TO REMOVE PLUG, INSTALL CLEANOUT AND CONCRETE PAD.
 3. INSTALL 2 1/2" CURB MARKER WHERE LATERAL CROSSES BENEATH CURB.
 4. ALL COMMERCIAL AND RESIDENTIAL SINGLE LATERALS SHALL HAVE 6" CLEANOUTS.
 5. ALL RESIDENTIAL DOUBLE LATERALS SHALL HAVE 4" CLEANOUTS.
 6. MAINTAIN A MINIMUM OF 3' CLEARANCE FREE OF ALL PLANTINGS & STRUCTURES AROUND CLEANOUT.



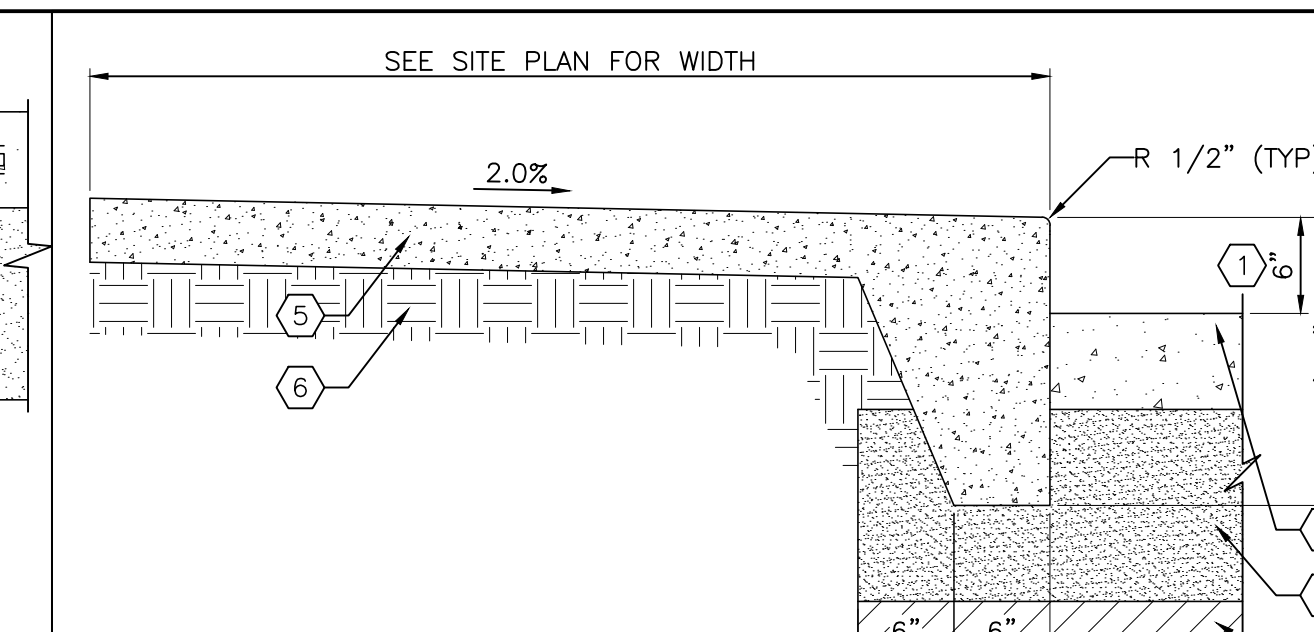
NOTES
 1. LETTERS REFER TO F.D.O.T. DESIGN STANDARDS "DIMENSIONS AND QUANTITIES CHART" INDEX NUMBER 272.
 2. REFER TO F.D.O.T. INDEX No. 272 FOR ALL DESIGN CRITERIA, TYPICAL.
 3. PLACEMENT OF ENTRANCE BARRIERS SHALL BE ACCORDING TO F.D.O.T. DESIGN STANDARDS.



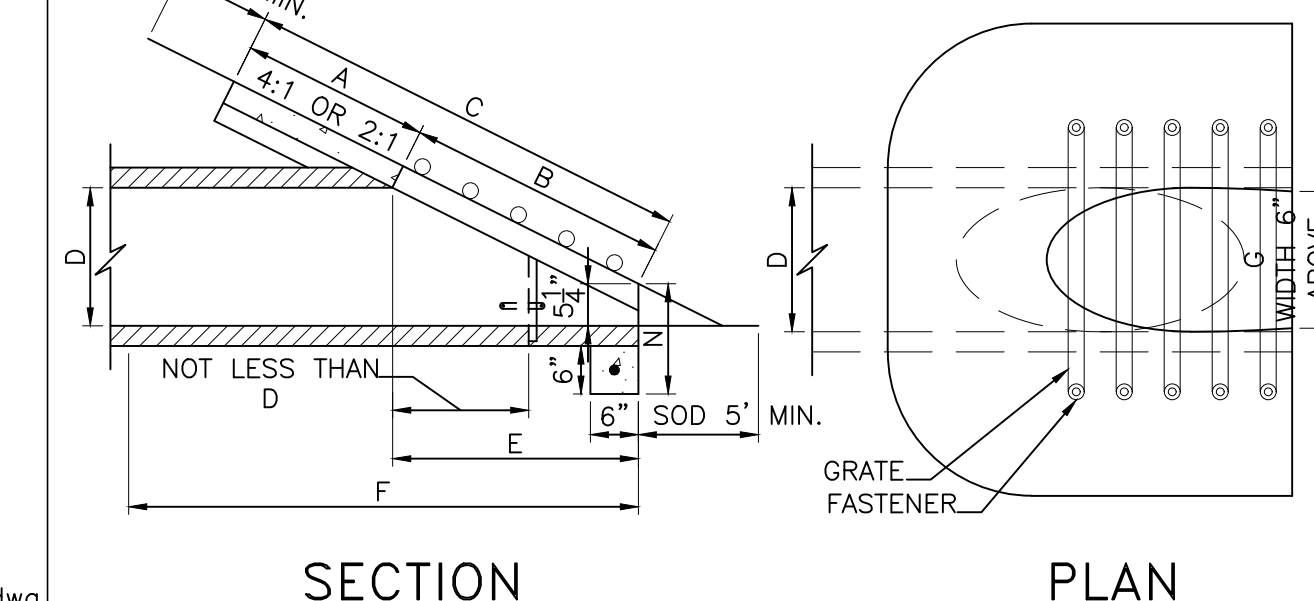
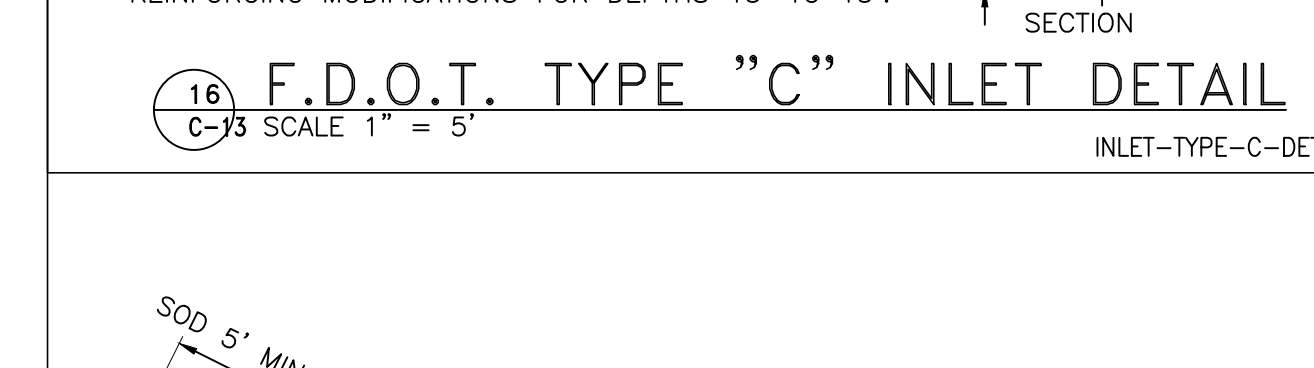
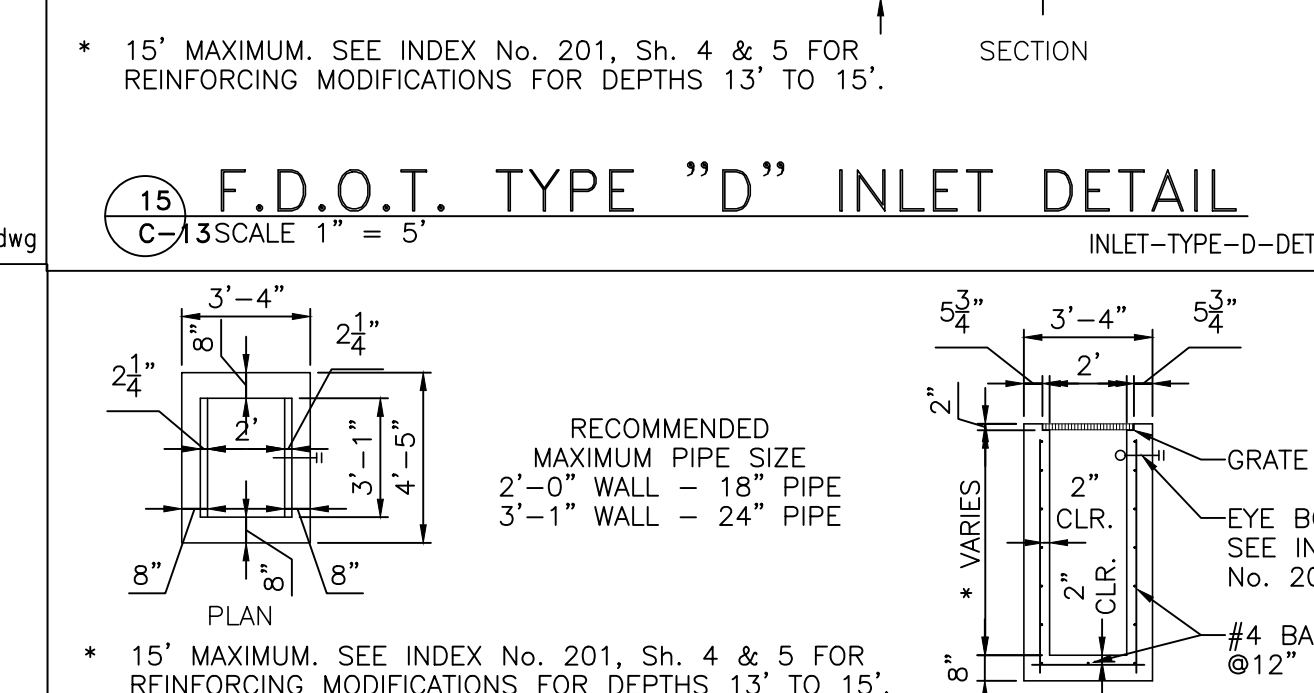
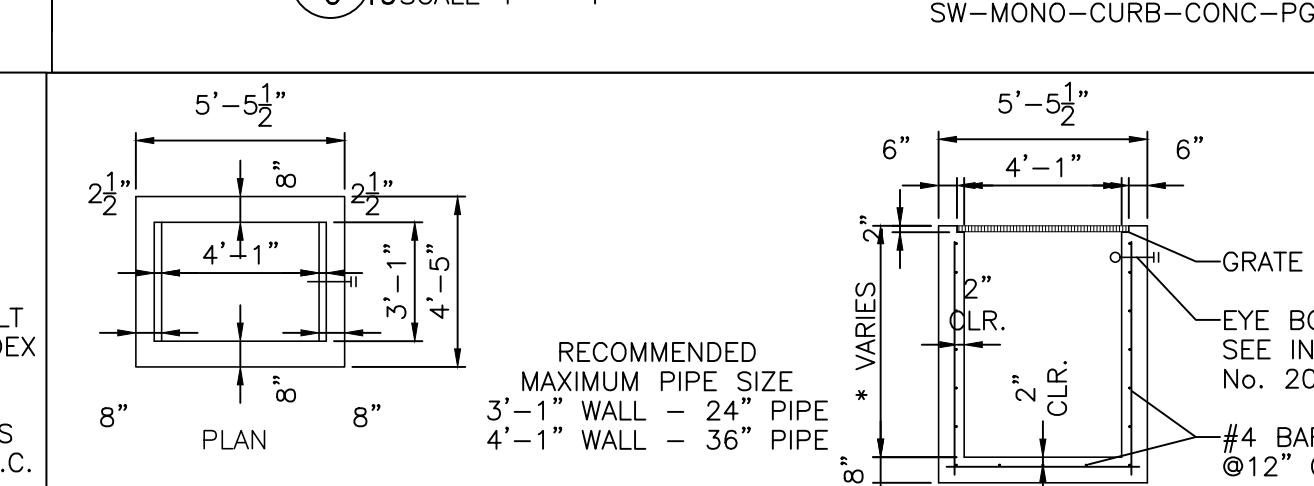
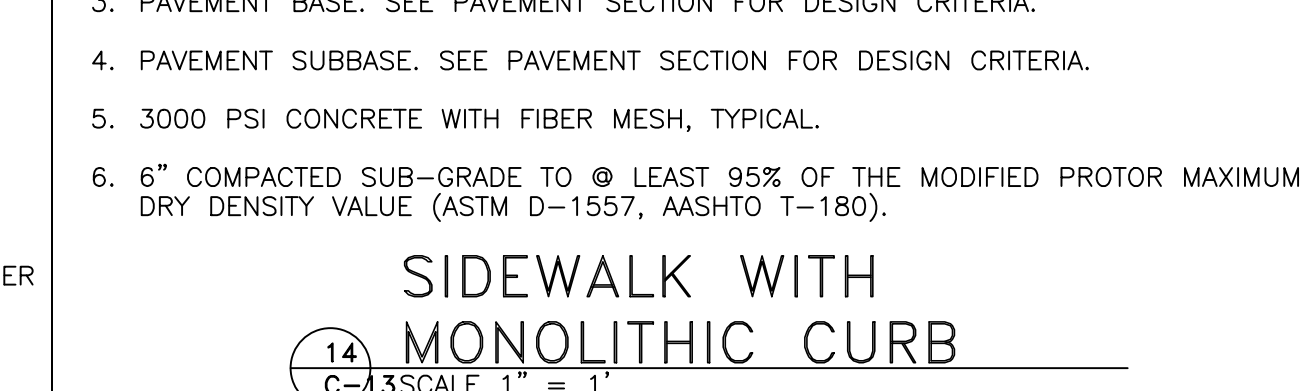
#KEYNOTES:
 1. 6" OR 7" PORTLAND CEMENT CONCRETE, MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 4000 PSI AIR ENTRAINED CONCRETE WITH FIBER MESH. (TYP.), 4" SLUMP MAXIMUM.
 2. 12" SUBGRADE FREE DRAINING SAND COMPACTED TO 98% MAXIMUM DENSITY (AASHTO T-180).
 3. SAW CUT JOINT
 4. #5 X 2'-0" LONG @ 24" O.C.
 5. 1" X 1'-6" LONG SMOOTH DOWEL @ 18" O.C.
 6. #5 X 2'-0" LONG @ 18" O.C.
 7. METAL EXPANSION CAP. LUBRICATE AND CAP AT THIS END OF DOWEL.
 8. JOINT FILLER HOLD DOWN 1 1/4" FROM SURFACE
 9. GEOTEXTILE FILTER FABRIC 18" WIDE MINIMUM.



NOTES:
 1. PROVIDE 1/2" RADIUS ON ALL EXPOSED EDGES.
 2. PROVIDE 1/2" PREMOLDED EXPANSION JOINT WHERE CONCRETE PAVEMENT ABUTS OTHER CONCRETE PAVEMENT STRUCTURES, LIGHT POLES, ETC.



#KEYNOTES
 1. MINIMUM HEIGHT OF CURB ABOVE PAVEMENT SHALL BE 6". REFER TO GRADING PLANS FOR ELEVATIONS.
 2. PAVEMENT WEARING SURFACE. SEE PAVEMENT SECTION FOR DESIGN CRITERIA.
 3. PAVEMENT BASE. SEE PAVEMENT SECTION FOR DESIGN CRITERIA.
 4. PAVEMENT SUBBASE. SEE PAVEMENT SECTION FOR DESIGN CRITERIA.
 5. 3000 PSI CONCRETE WITH FIBER MESH, TYPICAL.
 6. 6" COMPACTED SUB-GRADE TO @ LEAST 95% OF THE MODIFIED PROTOR MAXIMUM DRY DENSITY VALUE (ASTM D-1557, AASHTO T-180).



NOTES
 1. LETTERS REFER TO F.D.O.T. DESIGN STANDARDS "DIMENSIONS AND QUANTITIES CHART" INDEX NUMBER 272.
 2. REFER TO F.D.O.T. INDEX No. 272 FOR ALL DESIGN CRITERIA, TYPICAL.
 3. PLACEMENT OF ENTRANCE BARRIERS SHALL BE ACCORDING TO F.D.O.T. DESIGN STANDARDS.

DATE	REVISIONS	BY	CHECKED

MULLINAX FORD
 CONSTRUCTION PLANS
 1551 E. SEMORAN BLVD
 AOPKA, FLORIDA

FEG FLORIDA ENGINEERING GROUP
 Engineering the Future
 5127 S. Orange Avenue, Suite 200
 Orlando, FL 32809
 Phone: 407-895-0324
 Fax: 407-895-0325
 www.feg-inc.us

SITE CONSTRUCTION DETAILS
 SHEET 1 OF 2

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
CPN	CPN	GRC	GRC

PROJECT NO. 17-026
 SCALE NOTED
 DATE JULY 13, 2017
 SHEET NO. C-13
 SHEET 13 OF 22

FLORIDA PROFESSIONAL ENGINEER
 No 51335
 STATE OF FLORIDA
 GREGORY W. WILSON, P.E.
 LICENSE NO. 62335

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CONCRETE CONSTRUCTION NOTES

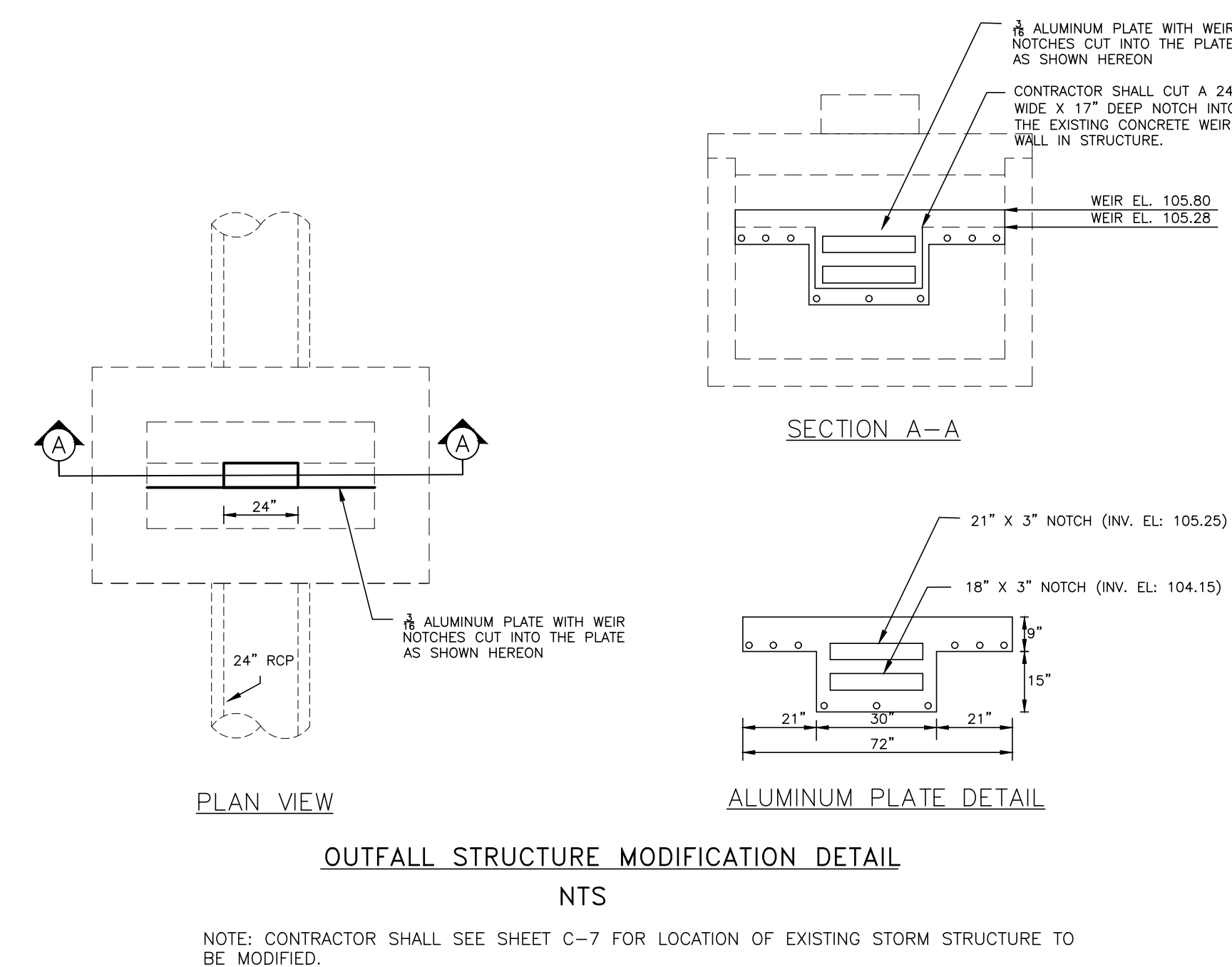
1. CONCRETE PRE-CONSTRUCTION MEETING

- A. THE CONCRETE CONTRACTOR ALONG WITH THE CONCRETE PRODUCER MAY REQUEST THROUGH THE GENERAL CONTRACTOR FOR A PRE-CONSTRUCTION MEETING PRIOR TO CONCRETE PLACEMENT.
- B. ATTENDEE: CONCRETE CONTRACTOR, CONCRETE PRODUCER, GENERAL CONTRACTOR, OWNER OR OWNER'S REPRESENTATIVE(S), ENGINEER OF RECORD, ARCHITECT, SITE CONTRACTOR, GEOTECHNICAL REPRESENTATIVE(S), ETC.
- C. AGENDA: INCLUDE BUT NOT LIMITED TO THE FOLLOWINGS: (CONTRACTOR MAY CONTACT THE FLORIDA CONCRETE & PRODUCTS ASSOCIATION FOR PRE-CONSTRUCTION MEETING CHECK LISTS)
- MIXTURE(S) APPROVAL
 - CONCRETE TESTING: TYPE, LOCATION OF SAMPLINGS, ETC.
 - CONCRETE DELIVERY: QUANTITY/HR, PUMP, CONVEYOR, ETC.
 - PLACEMENT: METHOD, QUANTITY/DAY, STAGING & CLEAN OUT LOCATION, ETC.
 - FINISHING: CURING, JOINTING, ETC.

2. JOINTS FOR CONCRETE SLABS

- A. GENERAL - A JOINTING PLAN FOR THE ENTIRE PAVING AREA SHALL BE PREPARED BY THE CONCRETE CONTRACTOR & SUBMITTED TO THE ENGINEER OF RECORD (EOR) 2 WEEKS PRIOR TO PLACEMENT OF CONCRETE FOR THE EOR APPROVAL. THE CONTRACTOR MAY ALSO CONTACT THE FLORIDA CONCRETE & PRODUCTS ASSOCIATION (FC&PA) FOR TECHNICAL RESOURCES AND ASSISTANCE.
- A SQUARE JOINTING PATTERN IS REQUIRED WHERE POSSIBLE. IF NECESSARY, RECTANGULAR PANELS CAN BE USED IF THE LONG DIMENSION IS NO MORE THAN 1.5 TIMES THE SHORT (e.g. 8' x 12'). JOINT SPACING SHALL NOT EXCEED THE FOLLOWING: 10 FEET IN A 4" THICK SLAB, 12 FEET IN A 5" THICK SLAB OR 15 FEET IN SLAB WITH THICKNESS OF 6" OR GREATER.
 - BOX OUT AREA AROUND MANHOLES, CATCH BASINS, DRAINAGE STRUCTURES & OTHER BUILT-IN STRUCTURES WITHIN THE PAVING AREA SHALL BE CIRCULAR WHERE POSSIBLE. A MINIMUM OFFSET OF 12" FROM ANY EDGE OF THE STRUCTURE. OBTAIN A COPY OF THE FC&PA STANDARD DETAILS FOR REFERENCE. CONSTRUCTION & CONTROL JOINTS SHALL BE CONTINUOUS THROUGH ADJACENT LANES & EXTEND THROUGH INTEGRAL CURB. JOINTS CAN BE TERMINATED & OFFSET AT ISOLATION JOINTS. WHERE JOINTS INTERFACE ANY RADIUS OR CURVATURE, OFFSET A MINIMUM OF 12" FROM EDGE OF PAVEMENT AND FORM JOINT 90 DEGREE TO EDGE OF PAVEMENT TO AVOID ACUTE ANGLE OR SMALL WEDGES OF CONCRETE AT CURVATURES. OBTAIN A COPY OF THE FC&PA STANDARD DETAILS FOR REFERENCE.
- B. CONSTRUCTION JOINTS - A CONSTRUCTION JOINT SEPARATES ONE DAY PLACEMENT TO THE NEXT DAY PLACEMENT. A CONSTRUCTION JOINT SHALL BE A MINIMUM OF 5 FEET FROM ANY ADJACENT CONTROL JOINT. NEXT DAY PLACEMENT SHALL BUTT UP TO THE EXISTING PAVEMENT AS A COLD JOINT. THE CONSTRUCTION JOINT MAY BE HAND-TOOLED WITH MAXIMUM 0.25" RADIUS AT THE EDGE OF THE JOINT. CONTROL JOINTS FROM BOTH PLACEMENT AREAS SHALL MATCH AND BE CONTINUOUS ACROSS THE CONSTRUCTION JOINT.
- C. CONTROL/CONTRACTION JOINTS - CONTROL JOINTS ARE JOINTS WITHIN THE PAVING AREA FORMED THROUGH TOOLING OR SAW CUTTING. CONTROL JOINTS ESTABLISH WEAK PLANES TO RELIEVE STRESSES DUE TO SHRINKAGE OR TEMPERATURE CHANGE. INSTALL CONTROL JOINTS WITHIN 12 HRS FROM THE TIME THE CONCRETE HITS THE GROUND OR OBTAIN IN WRITING APPROVAL FROM THE EOR BEYOND THE 12-HR TIME LIMIT.
- EARLY-ENTRY SAW CUTTING METHOD: CUT JOINT TO A MINIMUM OF 1" DEEP FOR PAVEMENT THICKNESS UP TO 8". CUTTING OF JOINT SHALL NOT CAUSE RAVELING TO THE EDGES OR DEFORMATION OF THE SURFACE DUE TO EQUIPMENT OR WORKER.
 - OTHER METHODS: INSTALL JOINT TO A MINIMUM OF 1/3 OF PAVEMENT DEPTH. FINISH EDGES WITH 0.25" RADIUS. OPERATION SHALL NOT CAUSE ANY DEFORMATION OF THE SURFACE.
- D. ISOLATION JOINTS - THESE JOINTS USE ISOLATION MATERIALS TO PREVENT FRESH CONCRETE FROM BONDING TO HARDENED CONCRETE SUCH AS, BUT NOT LIMITED TO, BUILDING FOUNDATIONS, SIDEWALKS, DRAINAGE STRUCTURES, LIGHTING & SIGNAGE BASES, RETAINING WALLS, CURBS, ETC. THE ISOLATION MATERIAL SHALL EXTEND THE FULL-DEPTH OF THE FRESH CONCRETE THICKNESS. FROM ONE DAY PLACEMENT TO THE NEXT, WHERE JOINTS ARE MATCHED, ISOLATION MATERIAL IS NOT NECESSARY. (E.G. ONE LANE PAVING TO THE NEXT, INTEGRAL CURBS)
- E. ISOLATION JOINTS BETWEEN SLABS AT SOME GRADE SHALL BE FORMED WITH 0.25 INCH THICK NEOPRENE OR 0.50 INCH THICK ASPHALT IMPREGNATED FIBER FILLER WITH HYDROCARBON RESISTANT ELASTOMERIC FILL MATERIAL AS SEALER. ALL EDGES TO BE HAND TOOLED WITH MAXIMUM 0.50 INCH RADIUS.
- F. A SATISFACTORY ISOLATION JOINT CAN BE FORMED AT METAL BUILDING CURBS BY PLACING A STRIP OF CURING PAPER AGAINST THE METAL FORM & THEN PLACING THE FRESH CONCRETE AGAINST THE PAPER. THE EDGES OF THE SLAB SHALL BE HAND TOOLED WITH MAXIMUM 0.50 INCH RADIUS.

- ### 3. JOINTS SEALANT
- A JOINT SEALING PLAN FOR THE AFFECTED AREA SHALL BE PREPARED BY THE CONCRETE CONTRACTOR & SUBMITTED TO THE EOR, ALONG WITH THE JOINTING PLAN, 2 WEEKS PRIOR TO PLACEMENT OF CONCRETE FOR THE EOR APPROVAL. NOT ALL JOINT WILL BE REQUIRED SEALING, THE CONCRETE CONTRACTOR IS TO RECOMMEND THE NECESSARY LOCATION AND TO PROVIDE SUPPORTING DOCUMENTATION FOR NON-SEALING AREAS. USE A POLYURETHANE SEALANT (TREMCO THC-900/THC-901 MULTI-COMPOUND/COMPOUND OR EQUIVALENT. THE CONCRETE CONTRACTOR IS TO SUBMIT SEALANT TYPE AND MANUFACTURER INFORMATION TO THE EOR FOR APPROVAL WHEN "EQUIVALENT" IS USE. JOINTS SHALL BE PREPARED BY FOLLOWING MANUFACTURER'S RECOMMENDATIONS PRIOR TO SEALING.



MULLINAX FORD
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APOPKA, FLORIDA

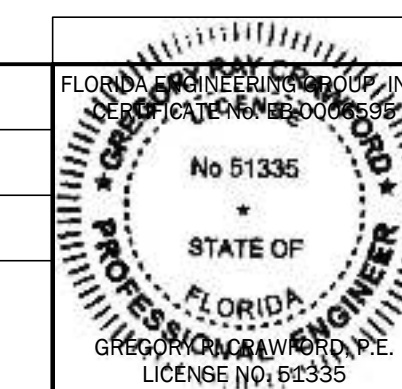


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SITE CONSTRUCTION DETAILS SHEET 2 OF 2

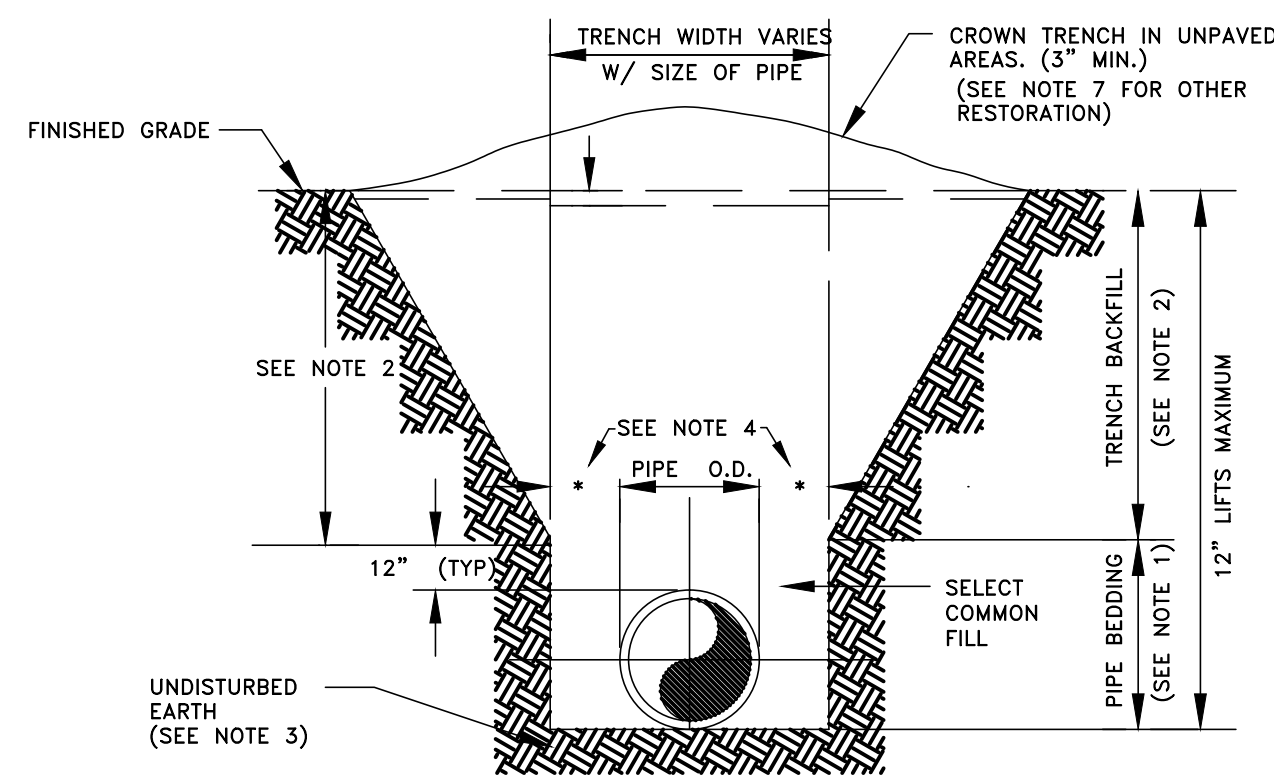
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PROJECT NO. 17-026
SCALE NOTED
DATE JULY 13, 2017
SHEET NO. C-14
SHEET 14 OF 22



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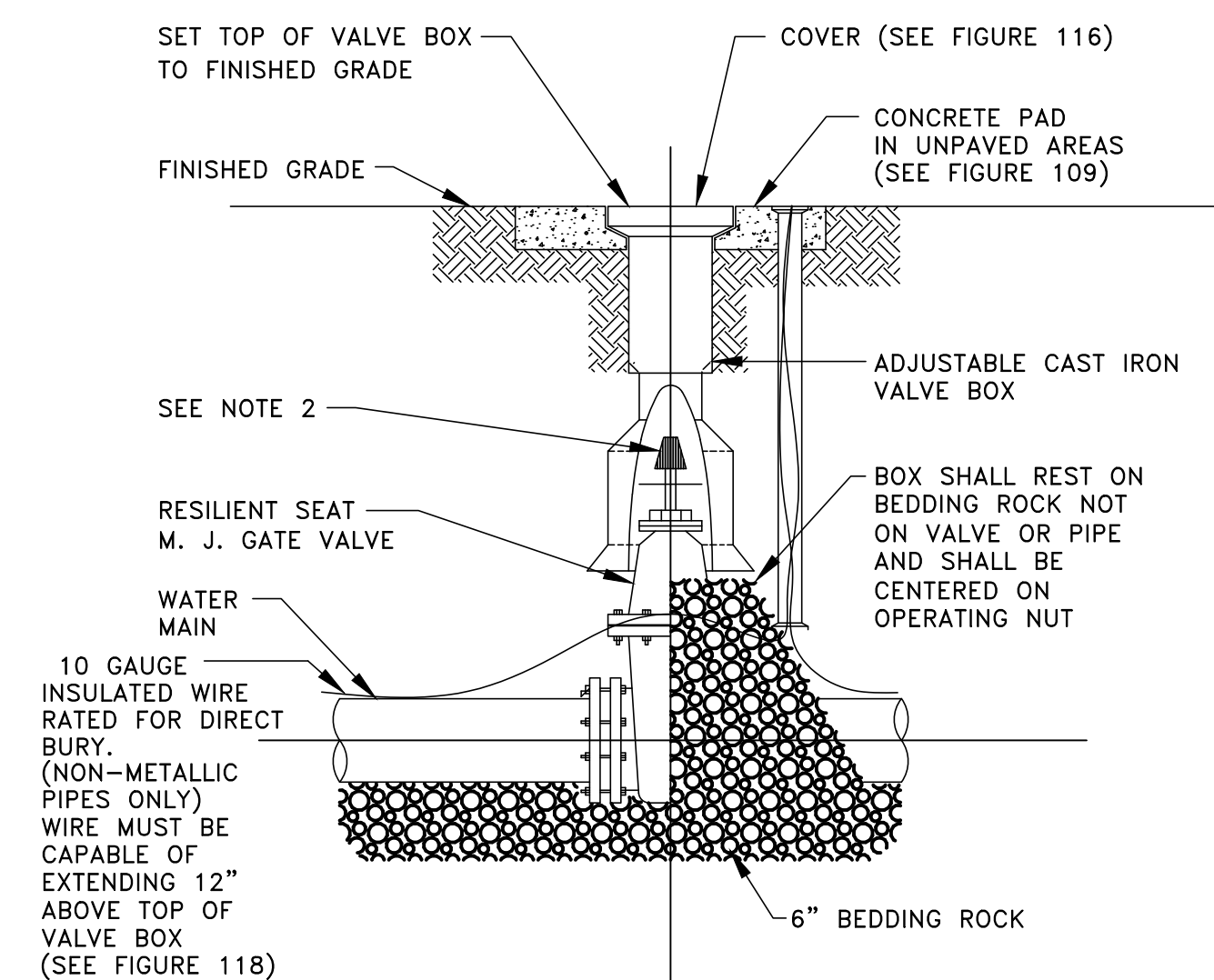
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- NOTES:
- PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 98% UNDER PAVEMENT OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
 - TRENCH BACKFILL: COMMON FILL COMPACTED TO 98% UNDER PAVEMENT OF THE MAXIMUM DENSITY AS TO AASHTO T-180.
 - PIPE BEDDING UTILIZING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

TYPE "B" BEDDING AND OPEN-CUT DETAIL

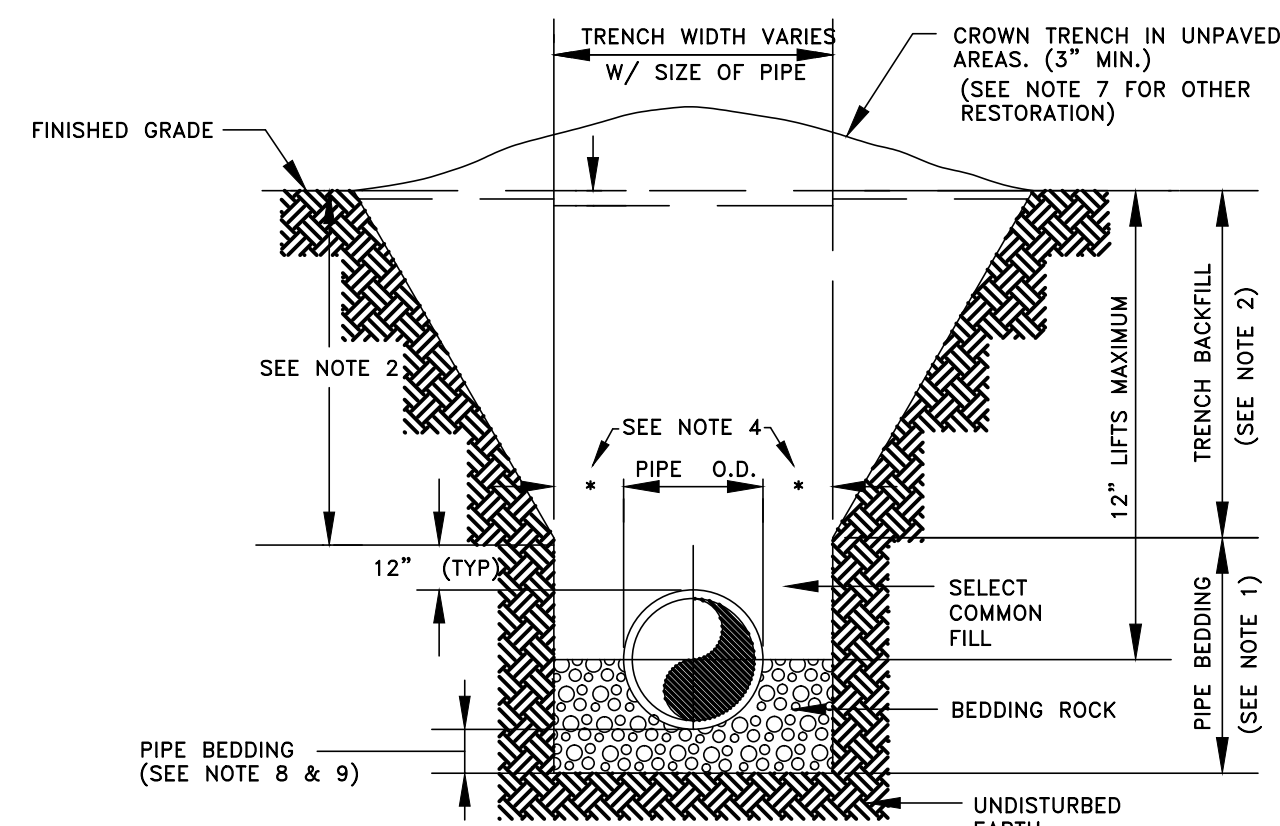
CITY OF AOPKA JANUARY 2014 FIG. 100
DESIGN ENGINEERING DIVISION



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

GATE VALVE AND BOX DETAIL

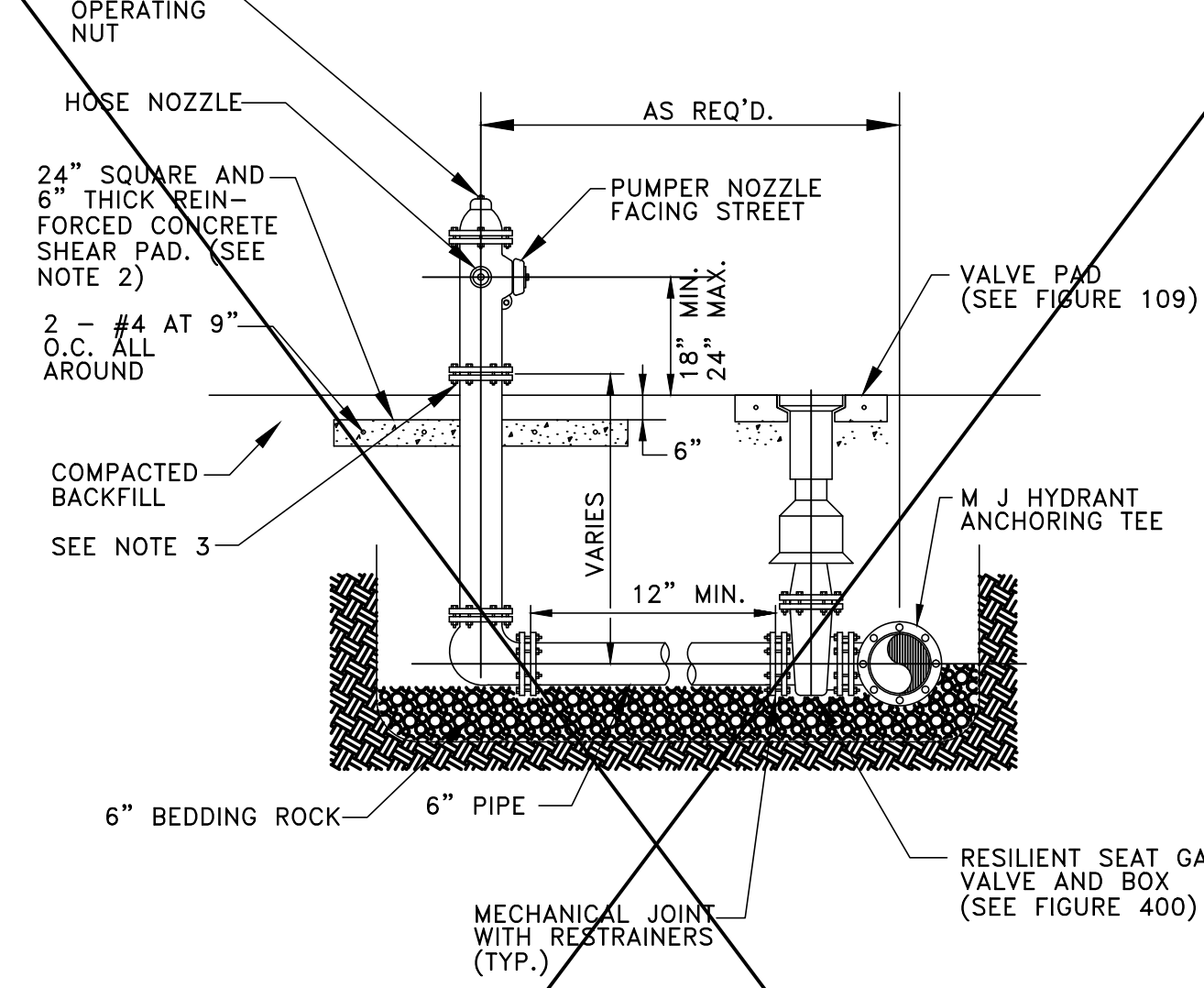
CITY OF AOPKA JANUARY 2014 FIG. 400
DESIGN ENGINEERING DIVISION



- NOTES:
- PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 98% UNDER PAVEMENT OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
 - TRENCH BACKFILL: COMMON FILL COMPACTED TO 98% UNDER PAVEMENT OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
 - USE OF TYPE A BEDDING TO BE DETERMINED IN THE FIELD AS DIRECTED BY THE CITY.
 - (*) 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" AND LARGER.
 - WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
 - ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
 - GRAVITY SEWERS SHALL UTILIZE TYPE A BEDDING IF REQUIRED BY THE CITY. BEDDING DEPTH SHALL BE 4" MINIMUM FOR PIPE DIAMETER LESS THAN 15" AND 6" MINIMUM FOR PIPE DIAMETER 16" AND LARGER.
 - DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING ROCK BELOW THE PIPE. THE CITY SHALL DETERMINE IN THE FIELD IF REMOVAL OF UNSUITABLE MATERIAL IS REQUIRED TO REACH A SUITABLE FOUNDATION.
 - ALL UNPAVED DISTURBED AREAS SHALL BE SODDED TO MATCH ADJACENT DOMINANT GRASS SPECIES.
 - FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF THE GOVERNING AGENCIES. SURFACE RESTORATION WITHIN CITY RIGHT-OF-WAY, SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS.

TYPE "A" BEDDING AND OPEN-CUT DETAIL

CITY OF AOPKA JANUARY 2014 FIG. 101
DESIGN ENGINEERING DIVISION



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

FIRE HYDRANT ASSEMBLY DETAIL

CITY OF AOPKA JANUARY 2014 FIG. 402
DESIGN ENGINEERING DIVISION

MULLINAX FORD
CONSTRUCTION PLANS
1551 E. SEMORAN BLVD
AOPKA, FLORIDA



5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325

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MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S). *

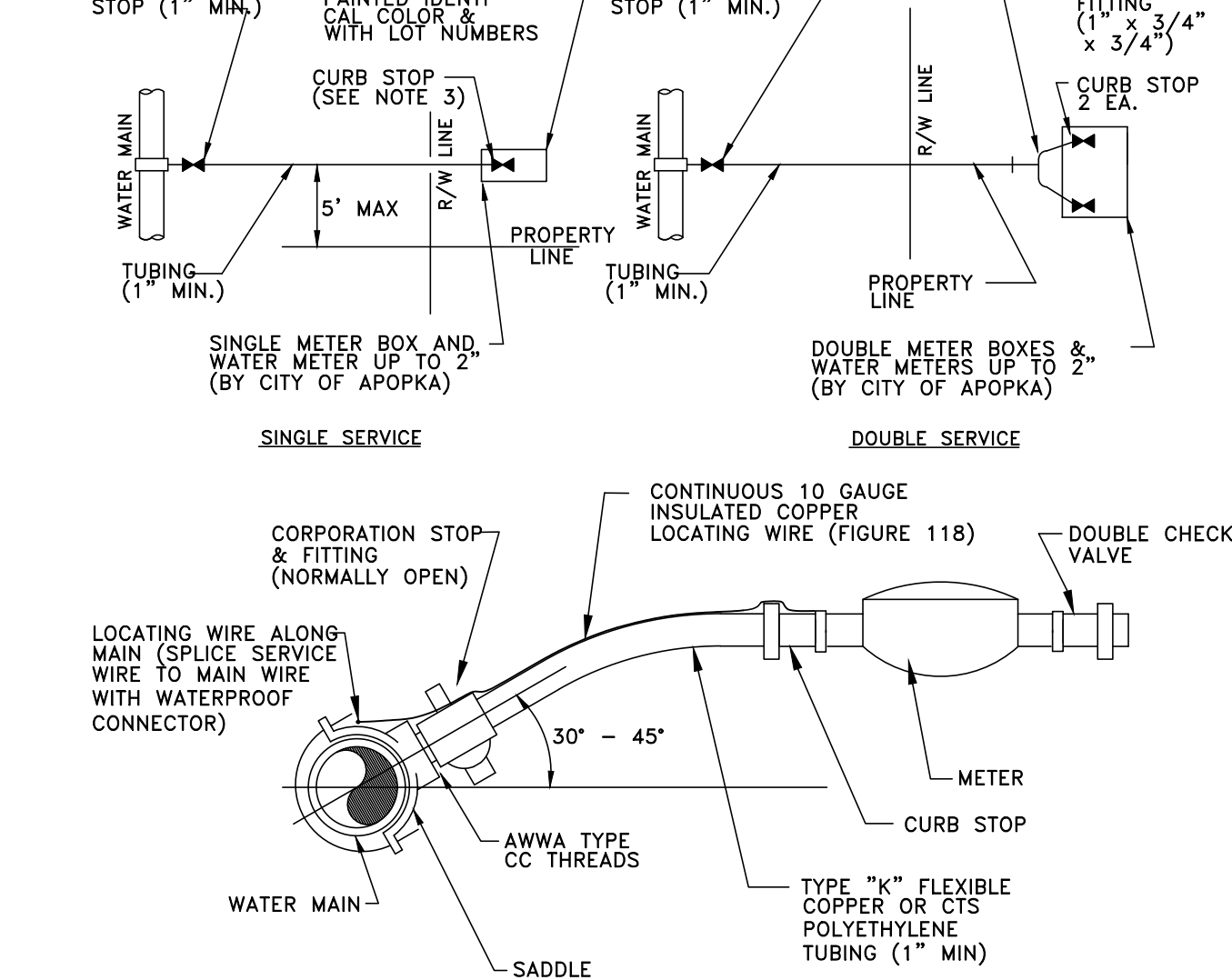
	PIPE SIZE										
	6"	8"	10"	12"	16"	18"	20"	24"	30"	36"	48"
90° BEND	33	43	51	60							
45° BEND	14	18	22	25							
22-1/2° BEND	7	9	11	12							
11-1/4° BEND	4	5	6	6							
TEE**	1	7	24	44							
REDUCER (ONE SIZE SMALLER)		41	39	40							
DEAD END	74	96	115	136							

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

- NOTES:
- FITTINGS SHALL BE DUCTILE IRON RESTRAINED JOINT TYPE. FM FITTINGS TO BE LINED WITH PROTECTO 401.
 - INSTALL FULL LENGTHS OF PIPE WITH TOTAL LENGTH CONTAINING ONLY RESTRAINED JOINTS EQUAL TO OR GREATER THAN LENGTH SHOWN IN TABLE.
 - WHERE TWO OR MORE FITTINGS ARE TOGETHER, USE FITTING WHICH YIELDS GREATEST LENGTH OF RESTRAINED PIPE.
 - IN LINE VALVES AND THROUGH RUN OF TEES OUTSIDE LIMITS OF RESTRAINED JOINTS FROM OTHER FITTINGS NEED NOT BE RESTRAINED UNLESS OTHERWISE INDICATED.
 - LENGTHS SHOWN IN THE TABLE HAVE BEEN CALCULATED IN ACCORDANCE WITH THE PROCEDURE OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" AS PUBLISHED BY DIPRA, FOR PVC WITH THE FOLLOWING ASSUMPTIONS:
TYPE OF PIPE: PVC
WORKING PRESSURE: 150 P.S.I.**
SOIL DESIGNATION: SW(SAND SILT)
LAYING CONDITIONS: 3
** FM = 100 P.S.I. / WM OR RWM = 150 P.S.I.
 - FOR PIPE ENCASED IN POLYETHYLENE INCREASE THE GIVEN VALUE BY A FACTOR OF 1.5.
 - VALUES NOT LISTED IN THE TABLE TO BE COMPLETED BY THE ENGINEER.

RESTRAINED PIPE TABLE (PVC)

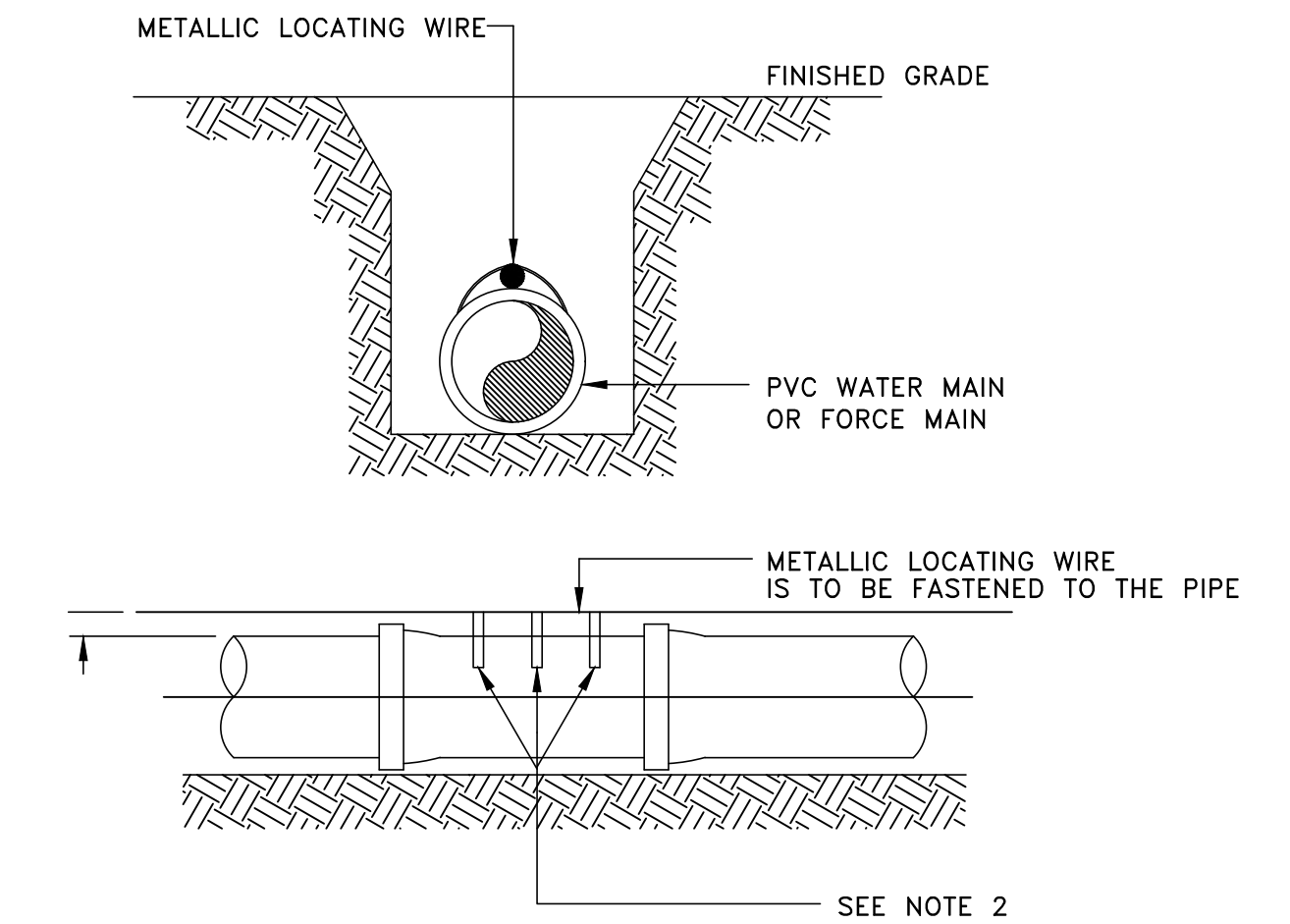
CITY OF AOPKA JANUARY 2014 FIG. 105
DESIGN ENGINEERING DIVISION



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

WATER SERVICE CONNECTION DETAIL

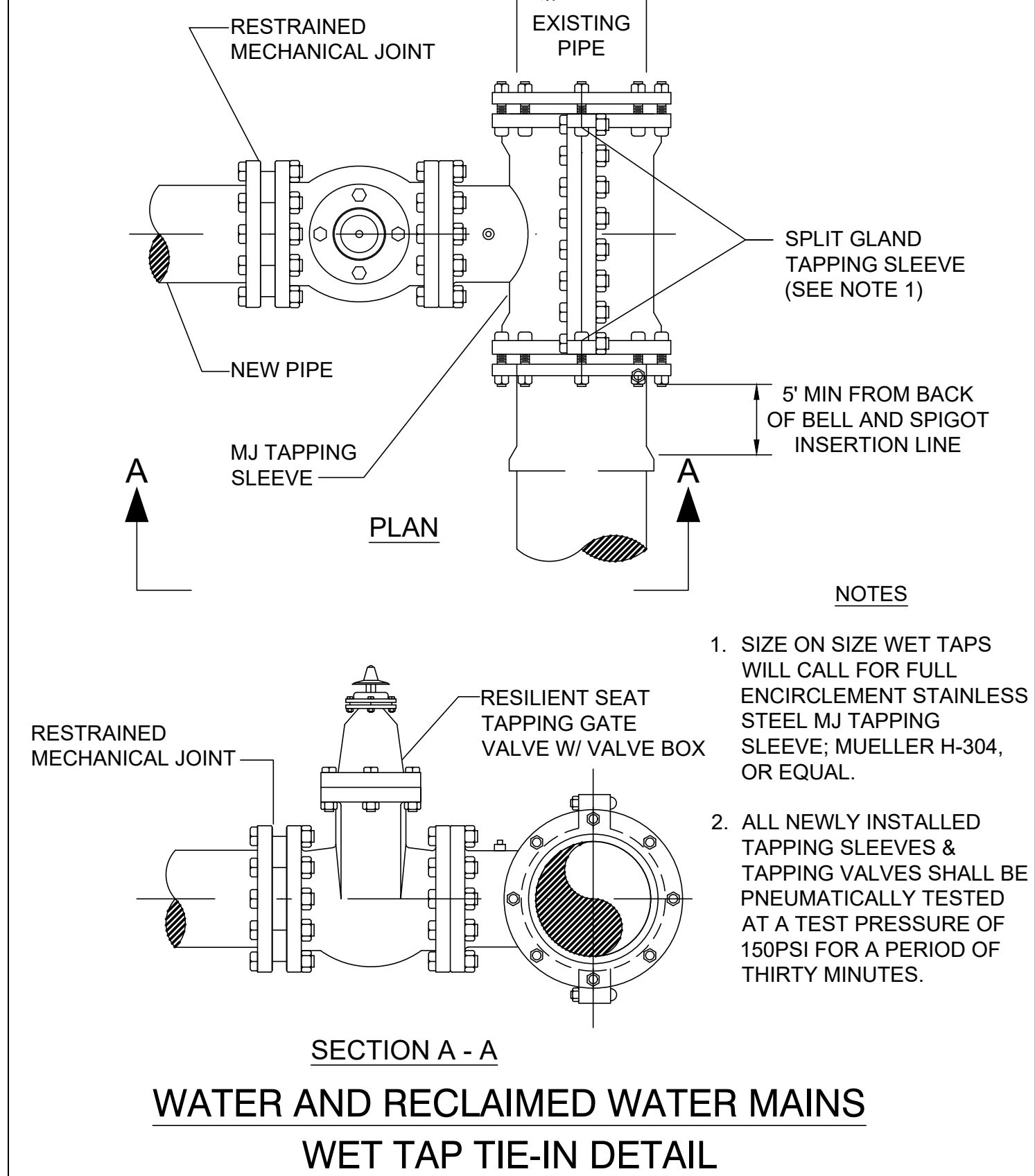
CITY OF AOPKA JANUARY 2014 FIG. 405
DESIGN ENGINEERING DIVISION



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

PVC PIPE LOCATING WIRE DETAIL

CITY OF AOPKA JANUARY 2014 FIG. 118
DESIGN ENGINEERING DIVISION



- NOTES:
- SIZE ON SIZE WET TAPS WILL CALL FOR FULL ENCIRCLEMENT STAINLESS STEEL MJ TAPPING SLEEVE; MUELLER H-304, OR EQUAL.
 - ALL NEWLY INSTALLED TAPPING SLEEVES & TAPPING VALVES SHALL BE PNEUMATICALLY TESTED AT A TEST PRESSURE OF 150PSI FOR A PERIOD OF THIRTY MINUTES.

SECTION A - A
WATER AND RECLAIMED WATER MAINS
WET TAP TIE-IN DETAIL

CITY OF AOPKA JANUARY 2014 FIG. 406
DESIGN ENGINEERING DIVISION

PROJECT NO. 17-026
SCALE NOTED
DATE JULY 13, 2017
SHEET NO. C-15
SHEET 15 OF 22

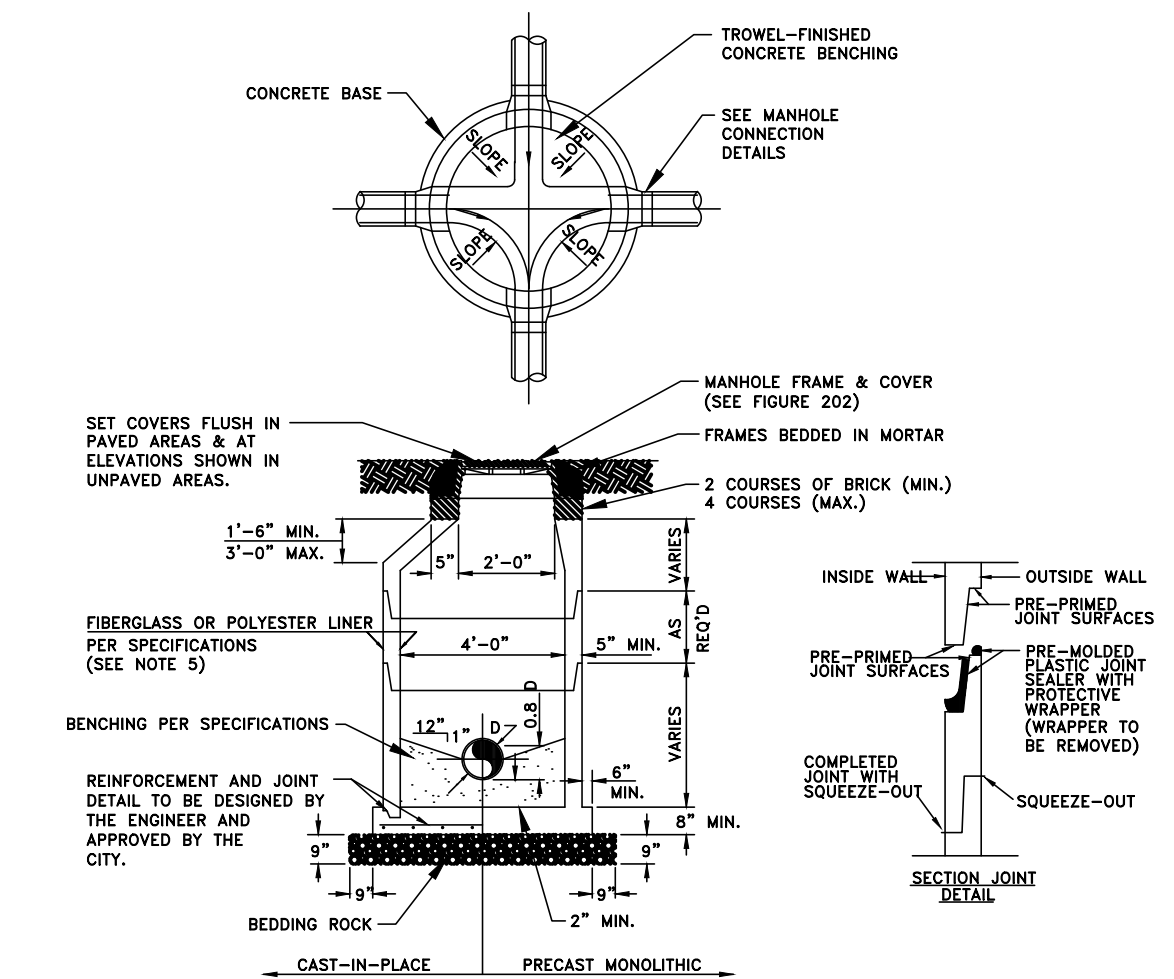
FLORIDA PROFESSIONAL ENGINEERING SEAL
No 51335
STATE OF FLORIDA
GREGORY A. WILSON, P.E.
LICENSE NO. 62335

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DATE	REVISIONS	BY	CHECKED

CITY OF AOPKA UTILITY DETAILS
SHEET 1 OF 2

DESIGNED BY CPN	DRAWN BY CPN	CHECKED BY GRC	APPROVED BY GRC
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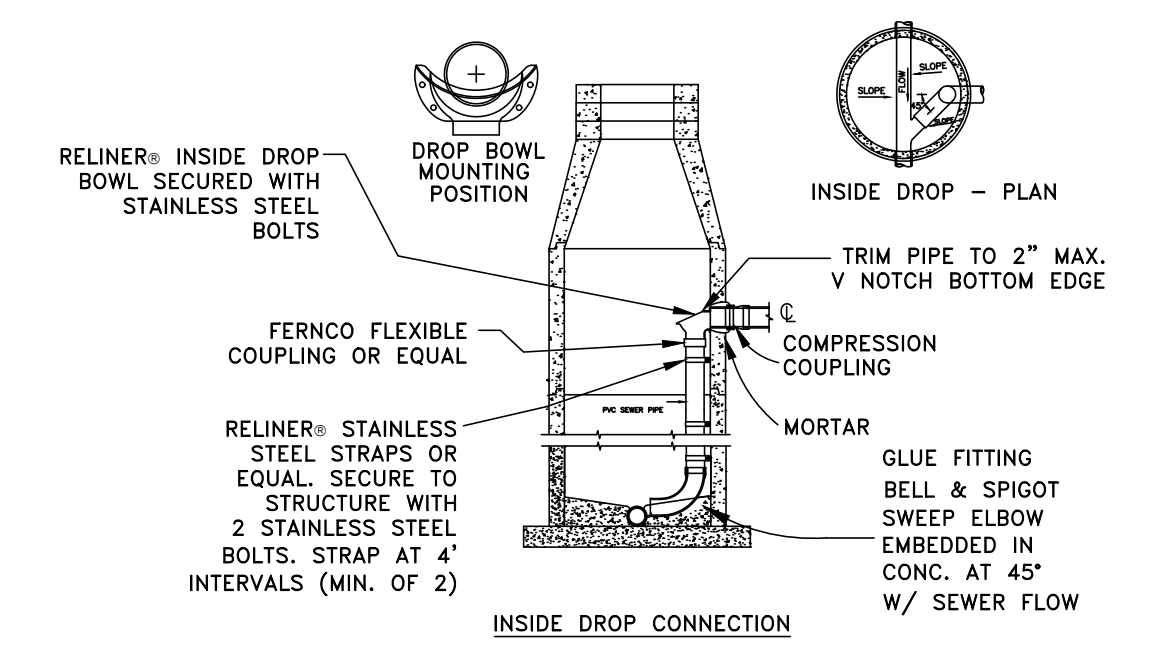


FORCE MAIN MANHOLE LINER*			
THICKNESS (INCHES)	DIAMETER (INCHES)	HEIGHT (FEET)	MANUFACTURER
3-6	48	7-12	
13-17	60		
	72		

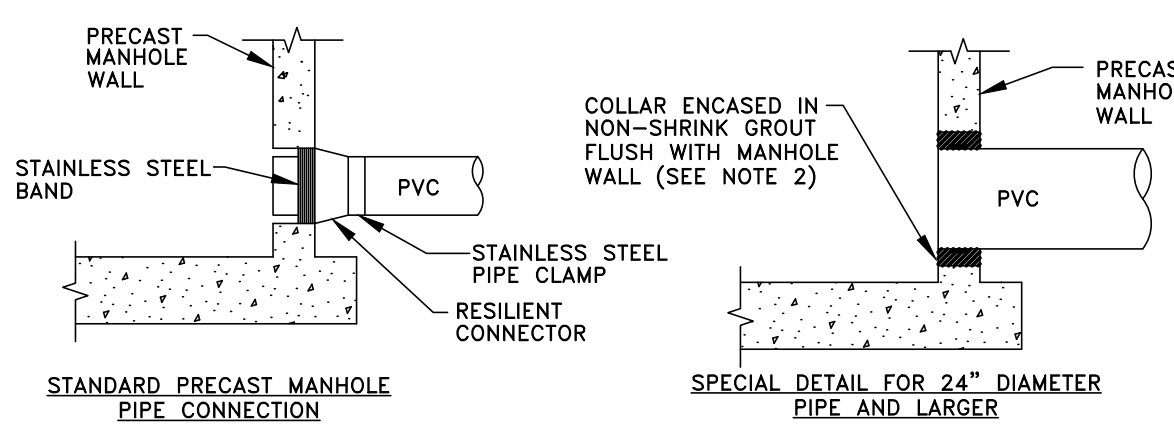
- * TO BE COMPLETED BY THE ENGINEER
- NOTES:
- MANHOLE SHOWN IS FOR SEWER SIZE 8" THRU 24". SEE SECTION 20.4 OF THE MANUAL FOR MANHOLE DIAMETER FOR SEWERS LARGER THAN 24".
 - DROP CONNECTIONS ARE REQUIRED WHENEVER INVERT OF INFLUENT SEWER IS 24" OR MORE ABOVE THE INVERT OF THE MANHOLE. SEE MANHOLE CONNECTION DETAILS.
 - THE THICKNESS OF THE LINER SHALL BE 3/8" MINIMUM.
 - EACH BENCH WALL SHALL BE A MINIMUM OF 18 INCHES LONG FROM THE WALL OF THE MANHOLE TOWARD THE CENTER.
 - SANITARY SEWER MANHOLES MAY BE REQUIRED TO BE LINED IN ACCORDANCE WITH THE CITY OF APOPKA LIST OF APPROVED MATERIALS AND PRODUCTS AS DIRECTED BY THE CITY.

TYPICAL MANHOLE

CITY OF APOPKA DESIGN ENGINEERING DIVISION JANUARY 2015 FIG. 200



- NOTES:
- ALL INSIDE DROP CONNECTIONS FOR SERVICES AND COLLECTOR SEWERS SHALL USE THE DROP BOWL AS PRODUCED BY:
RELINER-DURAN, INC.
53 MT. ARCHER RD.
LYME, CT 06371
(860)434-0277 FAX: (860)434-3195 OR EQUAL.
 - SECURE DROP PIPE TO MANHOLE WALL WITH RELINER-DURAN, INC STAINLESS STEEL ADJUSTABLE CLAMPING BRACKETS.
 - FORCE MAIN RECEIVING MANHOLES MAY BE REQUIRED TO BE LINED IN ACCORDANCE WITH THE CITY OF APOPKA LIST OF APPROVED MATERIALS AND PRODUCTS AS DIRECTED BY THE CITY.



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

MANHOLE CONNECTION DETAILS

CITY OF APOPKA DESIGN ENGINEERING DIVISION JANUARY 2015 FIG. 201

DATE	REVISIONS	BY	CHECKED

MULLINAX FORD
CONSTRUCTION PLANS
1551 E. SEMORAN BLVD
APOPKA, FLORIDA

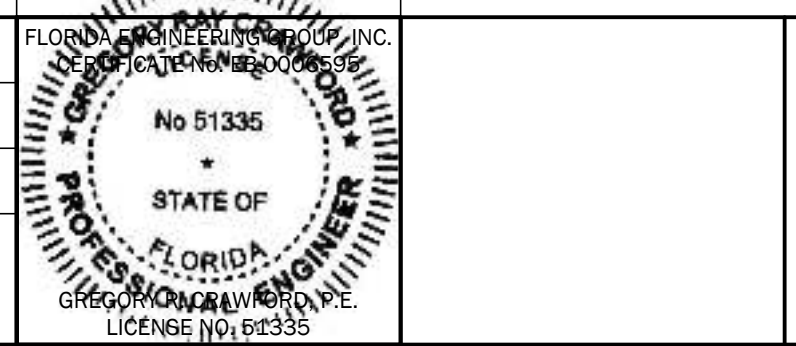


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CITY OF APOPKA UTILITY DETAILS
SHEET 2 OF 2

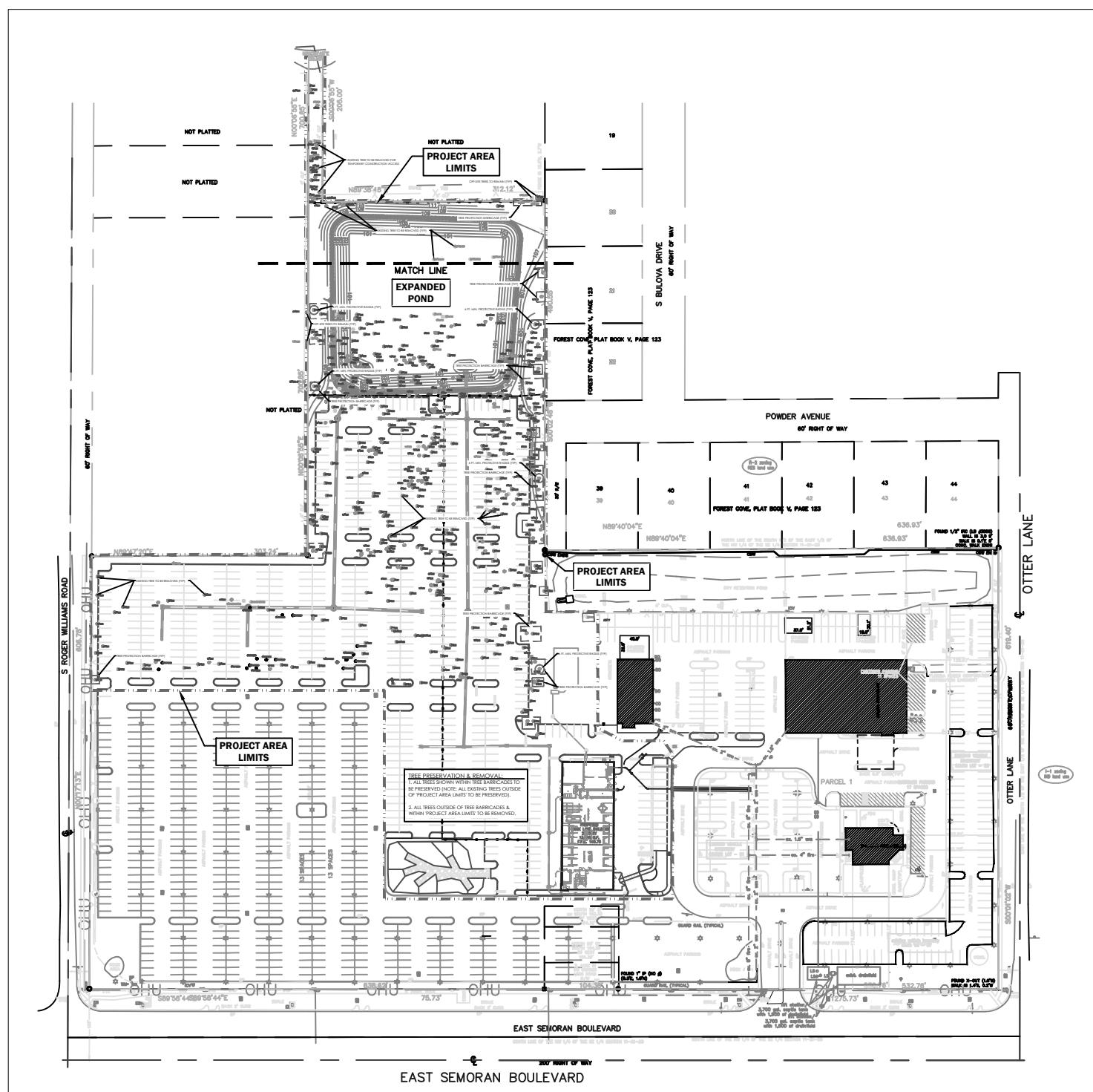
DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
CPN	CPN	GRC	GRC

PROJECT NO. 17-026
SCALE NOTED
DATE JULY 13, 2017
SHEET NO. C-16
SHEET 16 OF 22

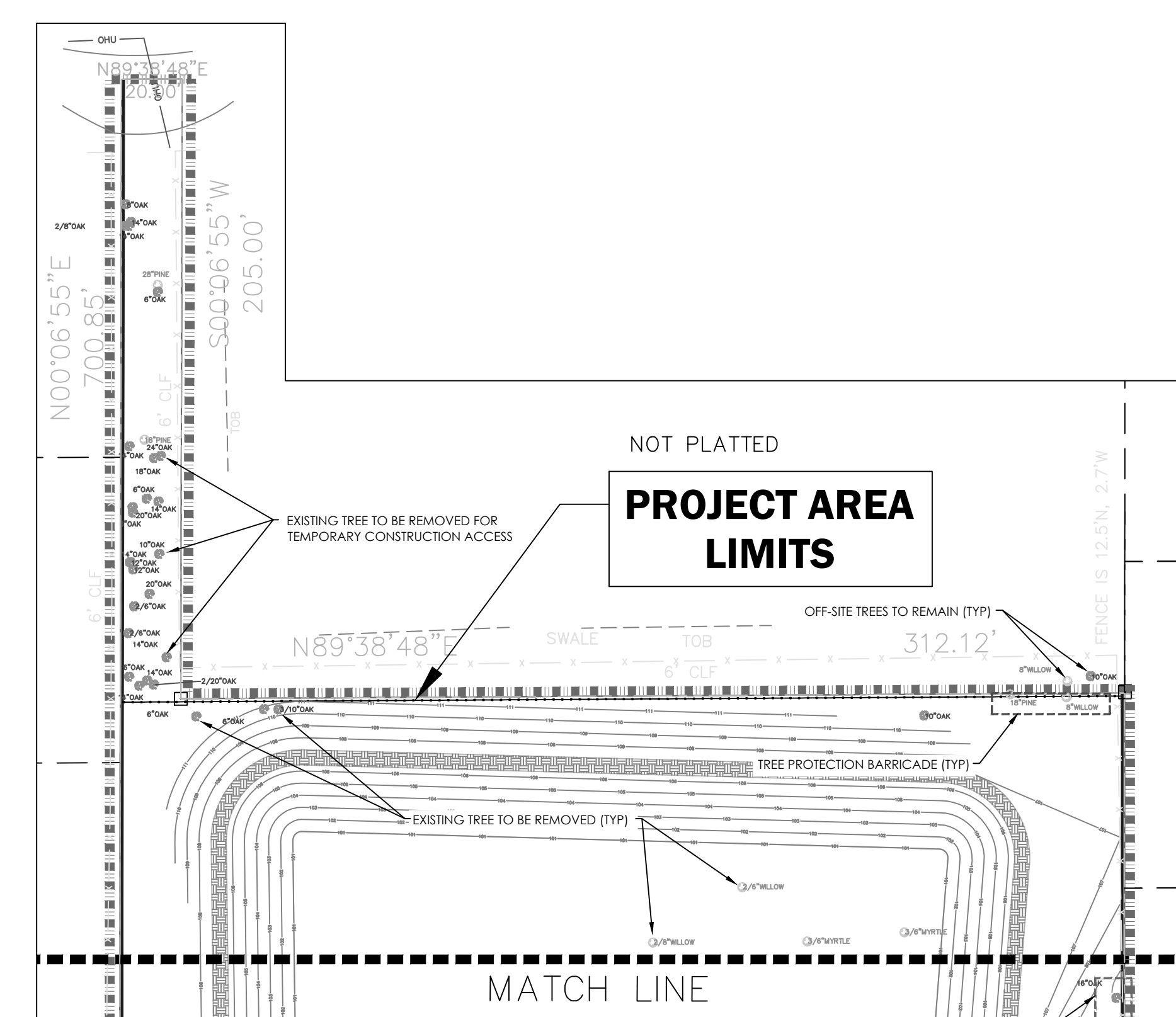
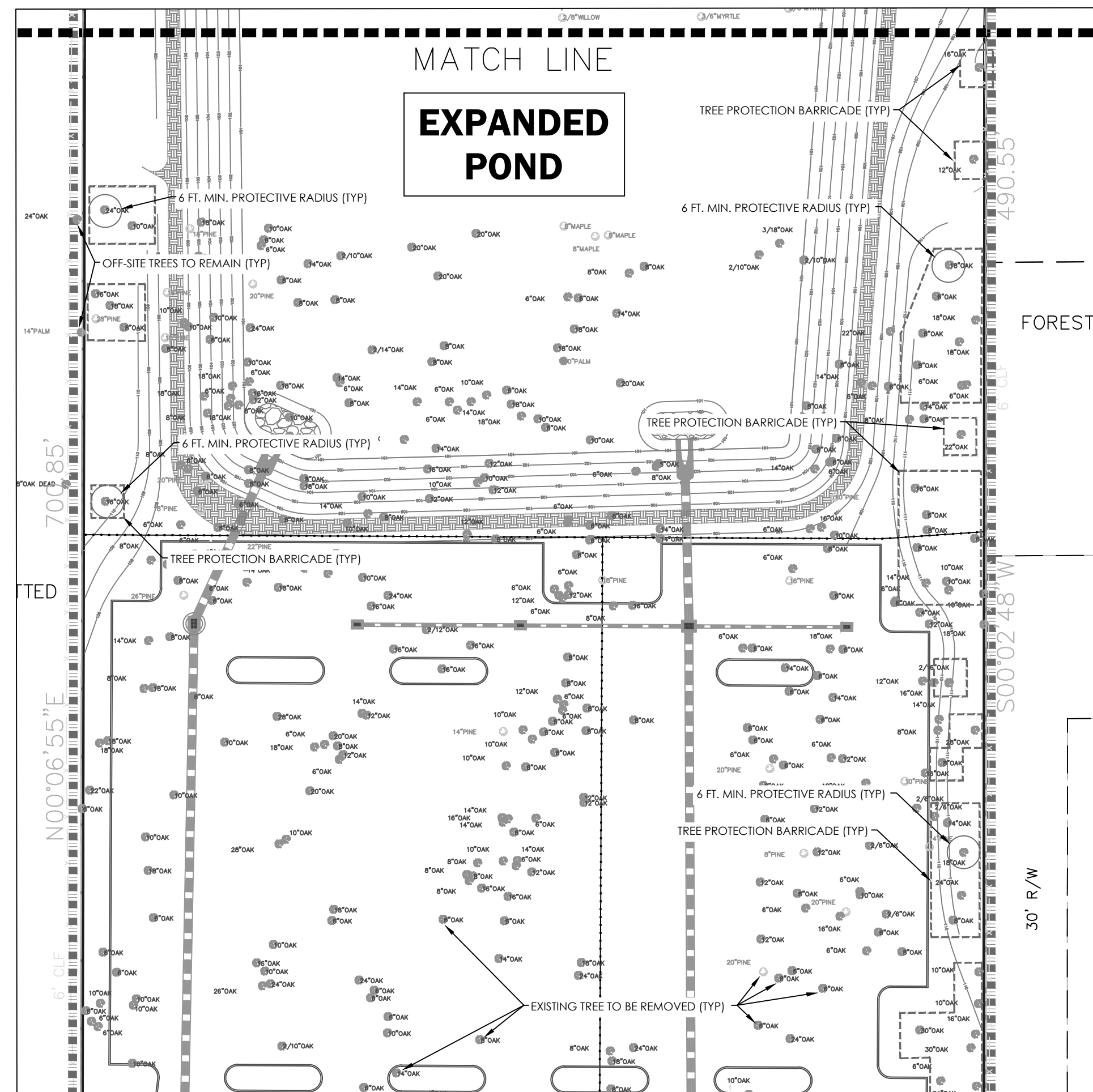
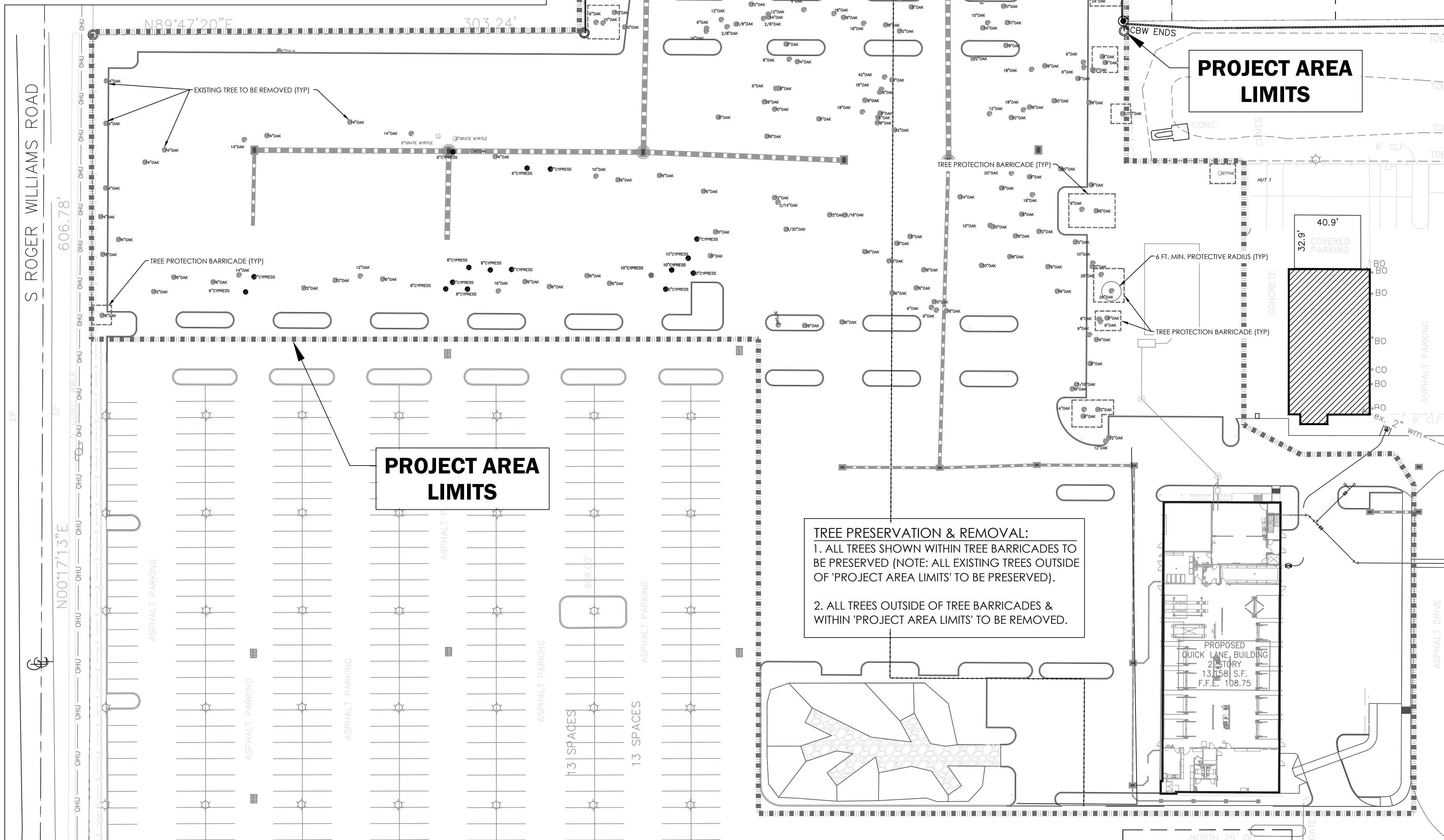


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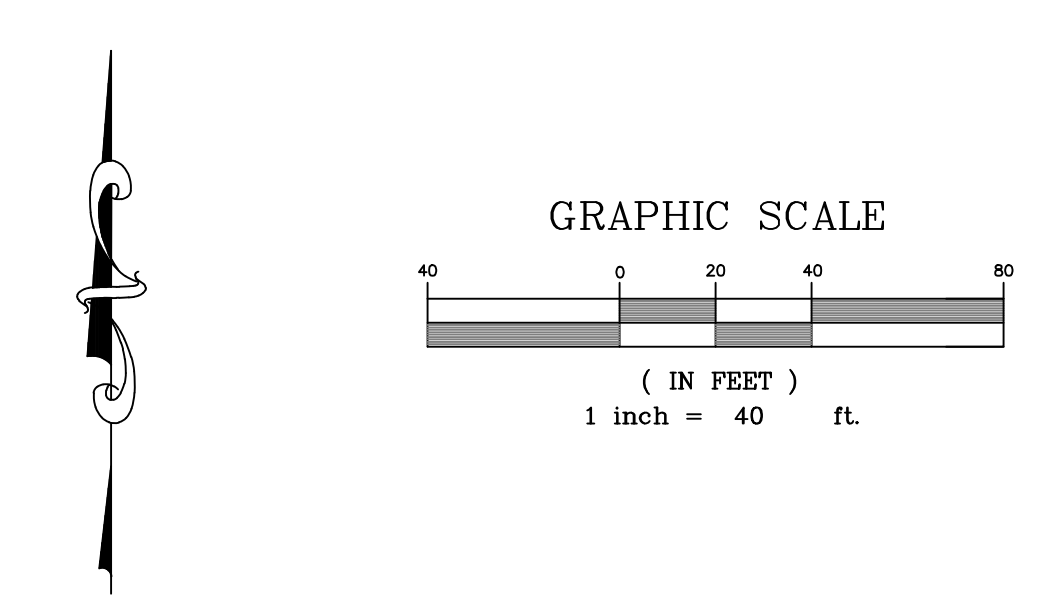


OVERALL SITE MAP SCALE: 1"=200'



TREE REMOVAL LEGEND:

1. ALL TREES SHOWN WITHIN TREE BARRICADES TO BE PRESERVED (NOTE: ALL EXISTING TREES OUTSIDE OF 'PROJECT AREA LIMITS' TO BE PRESERVED).
2. ALL TREES OUTSIDE OF TREE BARRICADES & WITHIN 'PROJECT AREA LIMITS' TO BE REMOVED.
3. SEE SHEET L-2 FOR TREE REMOVAL & TREE PRESERVATION TABLES.



TREE REMOVAL PLAN

LANDSCAPE & IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF AOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE REG. NO. DATE

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LANDSCAPE & IRRIGATION DESIGN
PO BOX 94883 • MAITLAND, FLORIDA 32794 • PH: (407) 376-1423
LICENSE NO. LC26000487 • DESIGN@SCHWEIZERBOJACK.COM

MULLINAX FORD
1151 SEMORAN BLVD. - CITY OF AOPKA, FL 32703

TREE REMOVAL

QNTY	SIZE	TREE TYPE
1	6"	PINE
135	6"	OAK
6	6"	CYPRESS
6	6"	MYRTLE
2	6"	WILLOW
1	8"	PINE
61	8"	OAK
6	8"	CYPRESS
3	8"	MAPLE
2	8"	GRAPE MYRTLE
2	8"	WILLOW
3	10"	PINE
61	10"	OAK
5	10"	CYPRESS
2	10"	PALM
41	12"	OAK
2	14"	PINE
51	14"	OAK
1	16"	PINE
27	16"	OAK
6	18"	PINE
57	18"	OAK
5	20"	PINE
14	20"	OAK
1	22"	PINE
2	22"	OAK
11	24"	OAK
1	26"	PINE
1	26"	OAK
1	28"	PINE
4	28"	OAK
5	30"	OAK
3	36"	OAK
2	42"	OAK

TOTAL EXISTING TREES TO BE REMOVED: 531 TREES (6,270")
 SPECIMEN TREES (>24" DBH) REMOVED: 28 TREES (798")
 PROTECTED TREES (<24" DBH) REMOVED: 503 TREES (5,472")
 (NOTE: TREES UNDER 6" DBH NOT INCLUDED)

TREE PRESERVATION

QNTY	SIZE	TREE TYPE
14	6"	OAK
7	8"	OAK
8	10"	OAK
2	12"	OAK
3	14"	OAK
7	16"	OAK
6	18"	OAK
1	18"	PINE
1	22"	OAK
3	24"	OAK
1	28"	PINE
3	28"	OAK
2	30"	OAK
1	48"	OAK

TOTAL EXISTING TREES TO BE PRESERVED: 59 TREES (838")
 SPECIMEN TREES (>24" DBH) PRESERVED: 10 TREES (292")
 PROTECTED TREES (<24" DBH) PRESERVED: 49 TREES (546")
 (NOTE: OFF SITE TREES & TREES UNDER 6" DBH NOT INCLUDED)

ARBOR TREE CALCULATION: (MAX. REPLACEMENT)

SPECIMEN TREES:
 TOTAL SITE AREA: 936,976 SQ. FT.
 LESS 6,000 SQ. FT.: 930,976 SQ. FT.
 DIVIDED BY 1,000: 931 TREES
 TIMES 5" DBH: 4,655 INCHES
 PLUS 30 INCHES: 4,685 INCHES MAX. REPLACEMENT (SPECIMEN)

NON-SPECIMEN TREES:
 TOTAL SITE AREA: 936,976 SQ. FT.
 LESS 6,000 SQ. FT.: 930,976 SQ. FT.
 DIVIDED BY 1,000: 931 TREES
 TIMES 3.5" DBH: 3,259 INCHES
 PLUS 21 INCHES: 3,280 INCHES MAX. REPLACEMENT (NON-SPECIMEN)

SPECIMEN REPLACEMENT REQUIRED: 798" (ACTUAL REMOVED)
 NON-SPECIMEN REPLACEMENT REQUIRED: 3,280" (MAX. REPLACEMENT)
TOTAL REPLACEMENT INCHES REQUIRED: 4,078"

TREE REQUIREMENT (MAX. TREE STOCK CALCULATION)

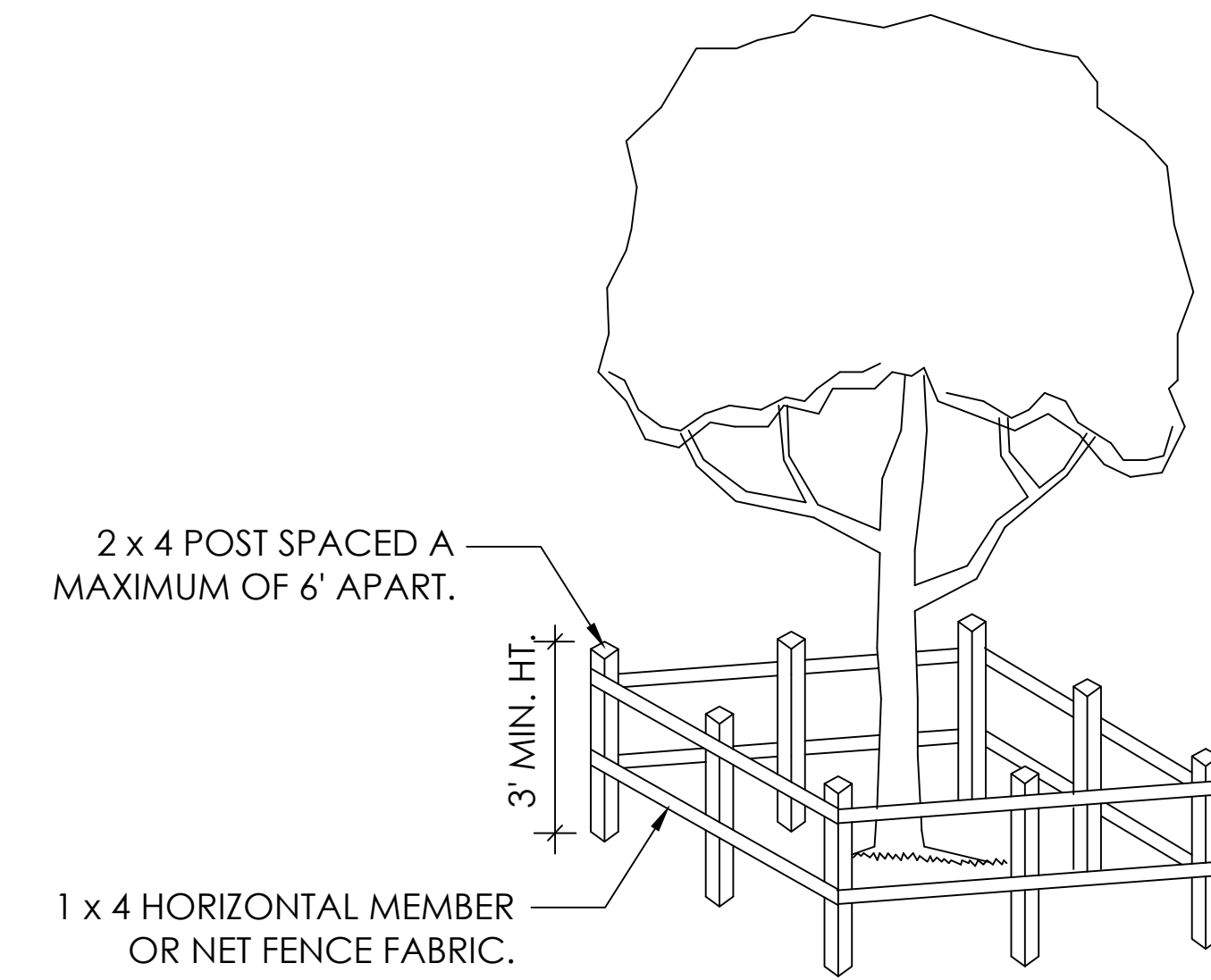
TOTAL SITE AREA: 936,976 SQ. FT.
 TREES REQUIRED: 117 TREES (1 TREE/8,000 SQ. FT.)
 TREES PROVIDED: 107 TREES PROPOSED + ALL EXISTING TREES
 OUTSIDE OF 'PROJECT LIMITS' TO REMAIN

TREE REPLACEMENT (PROPOSED TREES)

19 LIVE OAKS @ 3.5" DBH = 66.5"
 10 RED MAPLES @ 3.5" DBH = 35"
 64 BALD CYPRESS @ 3" DBH = 192"
 14 RED CEDARS @ 3" DBH = 42"

TOTAL PROPOSED INCHES TO BE PLANTED: 335.5"

TREE PROTECTION DETAIL



PROTECTIVE BARRIERS SHALL BE PLACED AT POINTS NOT CLOSER THAN SIX (6) FEET FROM THE BASE OF THE TREE. EACH SECTION OF THE BARRIER SHALL BE CLEARLY VISIBLE (FLAGGED WITH BRIGHTLY COLORED PLASTIC TAPES OR OTHER MARKERS). NO ATTACHMENTS OR WIRES OTHER THAN THOSE OF A PROTECTIVE OR NON-DAMAGING NATURE SHALL BE ATTACHED TO ANY TREE.

TREE PROTECTION NOTES

All protected tree shall have the trunk and roots protected by protective barriers erected prior to development activity in accordance with the following:

1. Protective barriers constructed of wood rails, chain link fabric or orange plastic safety netting shall be placed around the tree or trees to form a continuous barricade at least four feet high. Ideally such barriers will form a protection zone described by the drip line.
2. Signs or other markings shall be placed on all sides of the protective barrier to designate the protected area.
3. Protective barriers shall remain in place until landscape operations begin or until construction in the immediate area has been completed.
4. Trenching for underground utilities shall be prohibited inside the protective barriers. If underground utilities must be routed through the protected area, tunneling shall be required. All landscape preparation in these areas shall be conducted by hand, except for mechanical tunneling as needed.
5. No vehicles, equipment, materials or fill shall be placed or stored within the protected area.

**TREE MITIGATION
NOTES & DETAILS**

LANDSCAPE & IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF AOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE

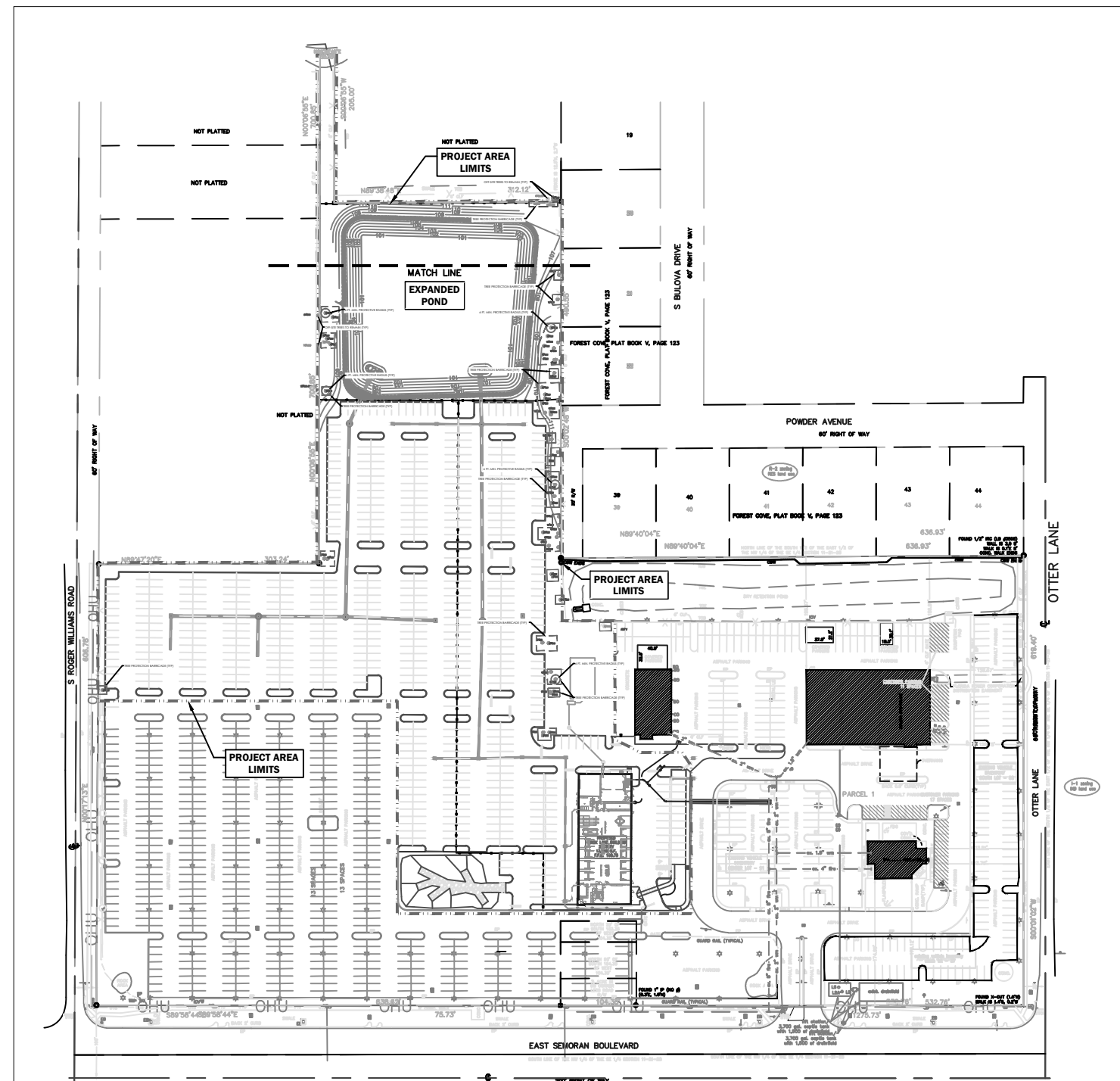
REG. NO.

DATE

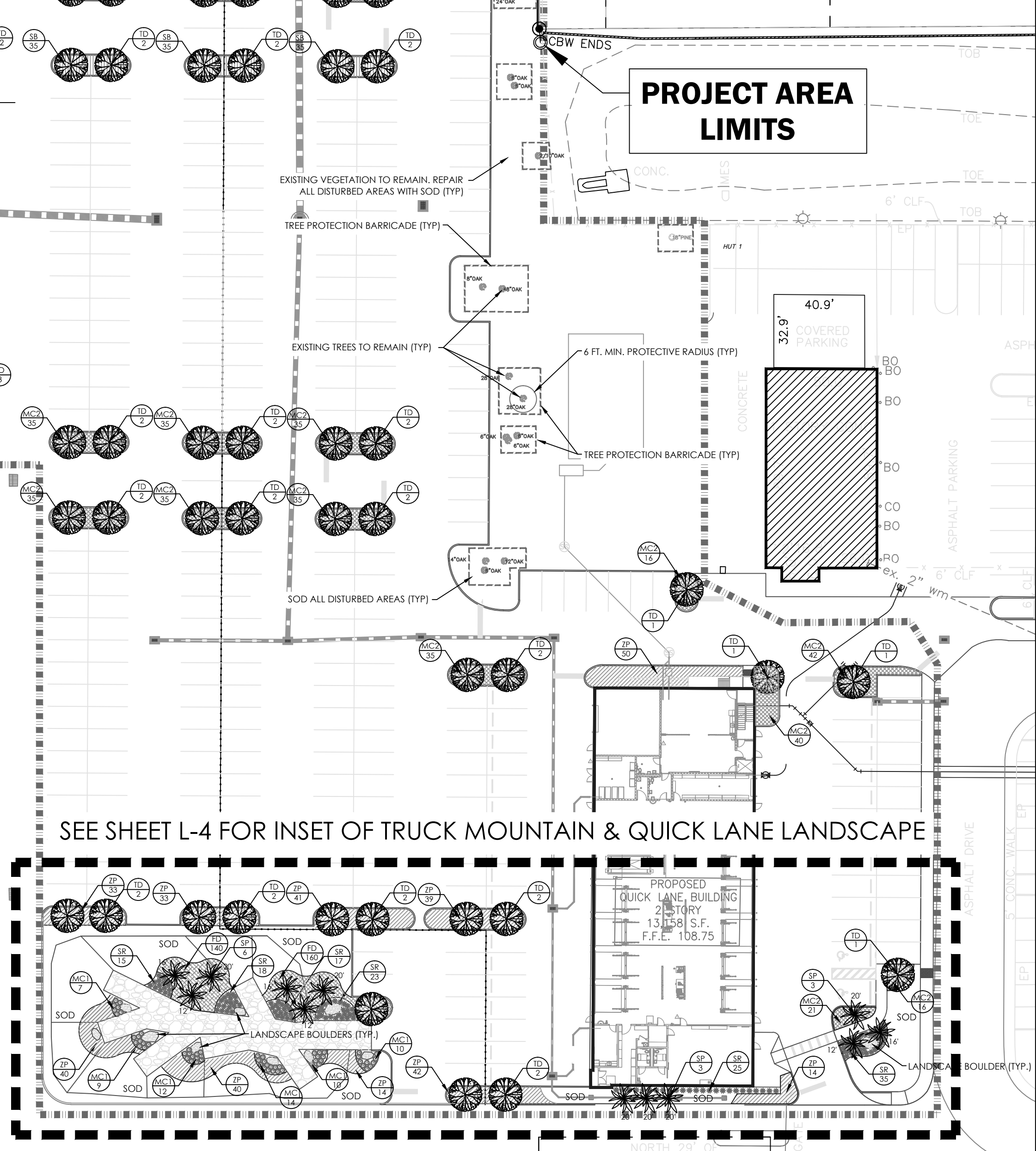
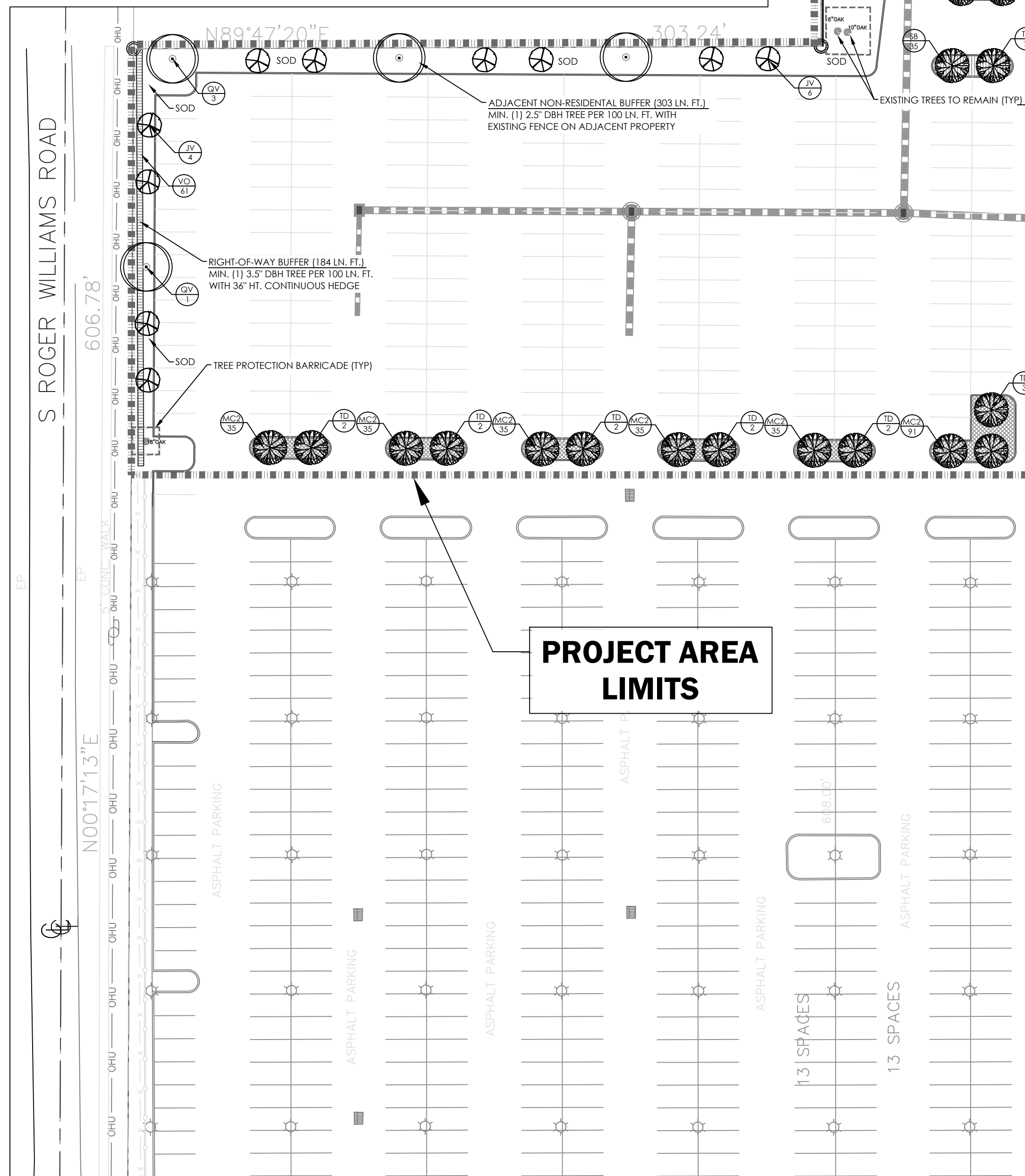
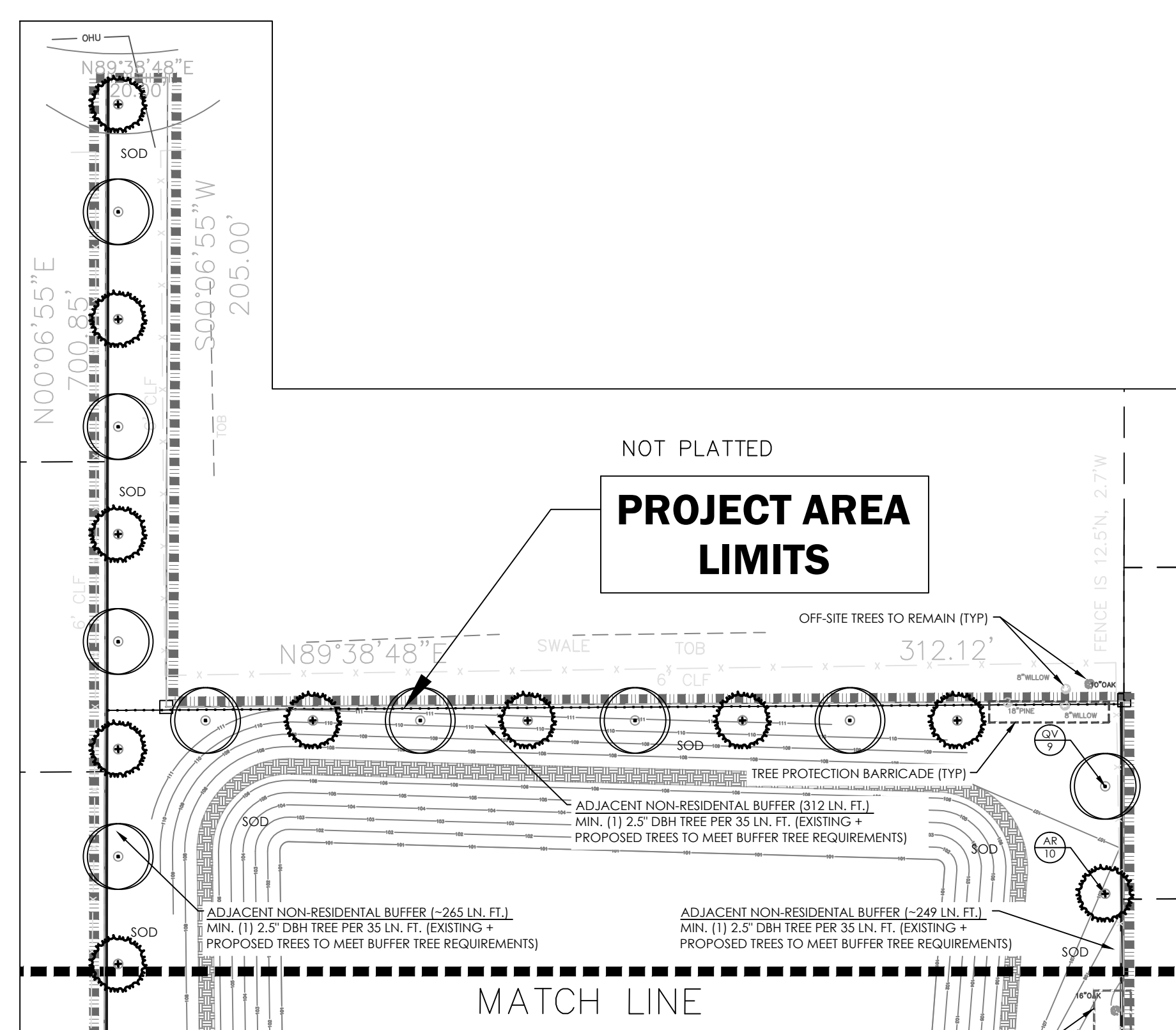
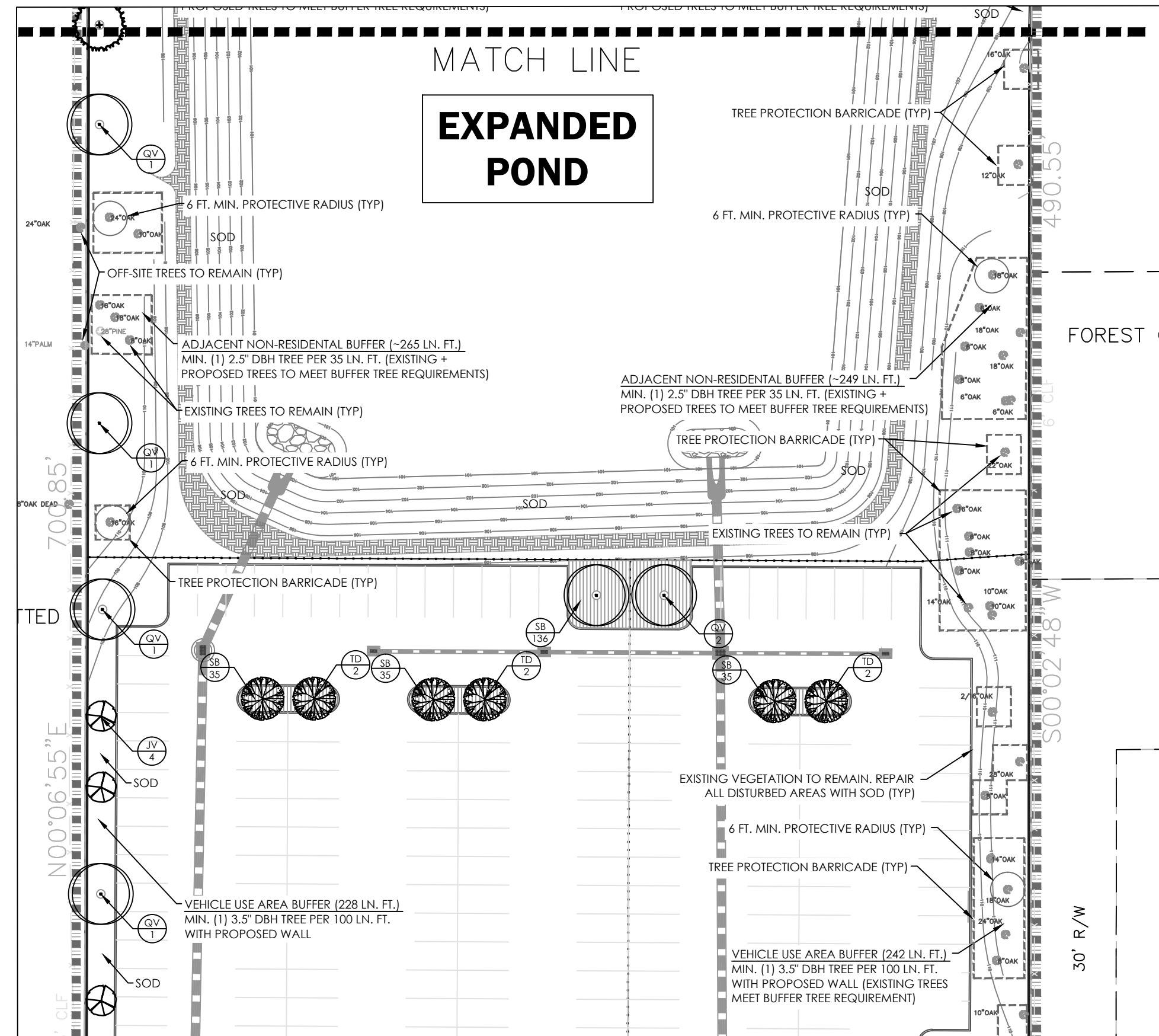
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SHEET NUMBER

L-2
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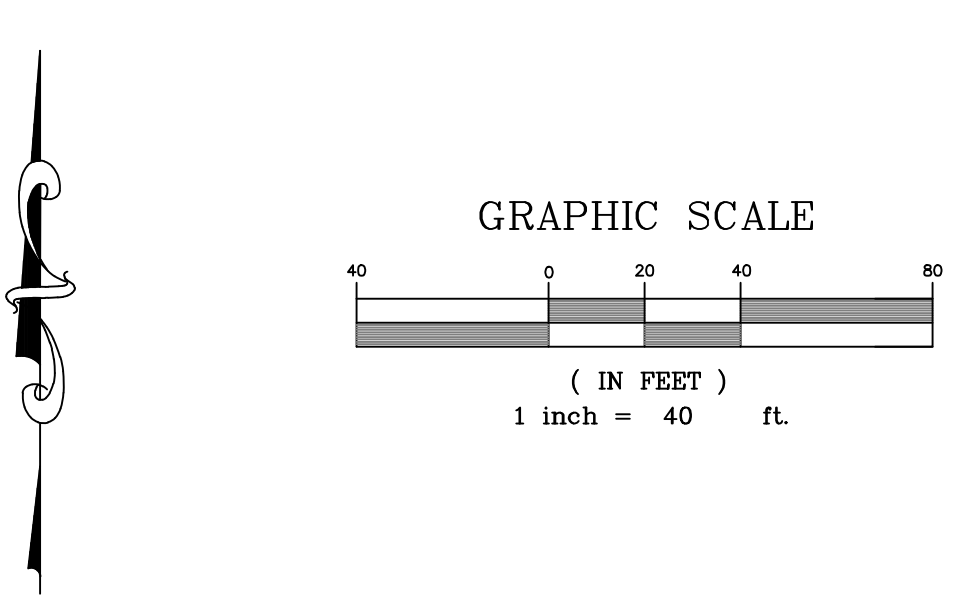
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OVERALL SITE MAP SCALE: 1"=200'



SEE SHEET L-4 FOR LANDSCAPE LEGEND



LANDSCAPE PLAN

LANDSCAPE & IRRIGATION DESIGN

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SIGNATURE REG. NO. DATE

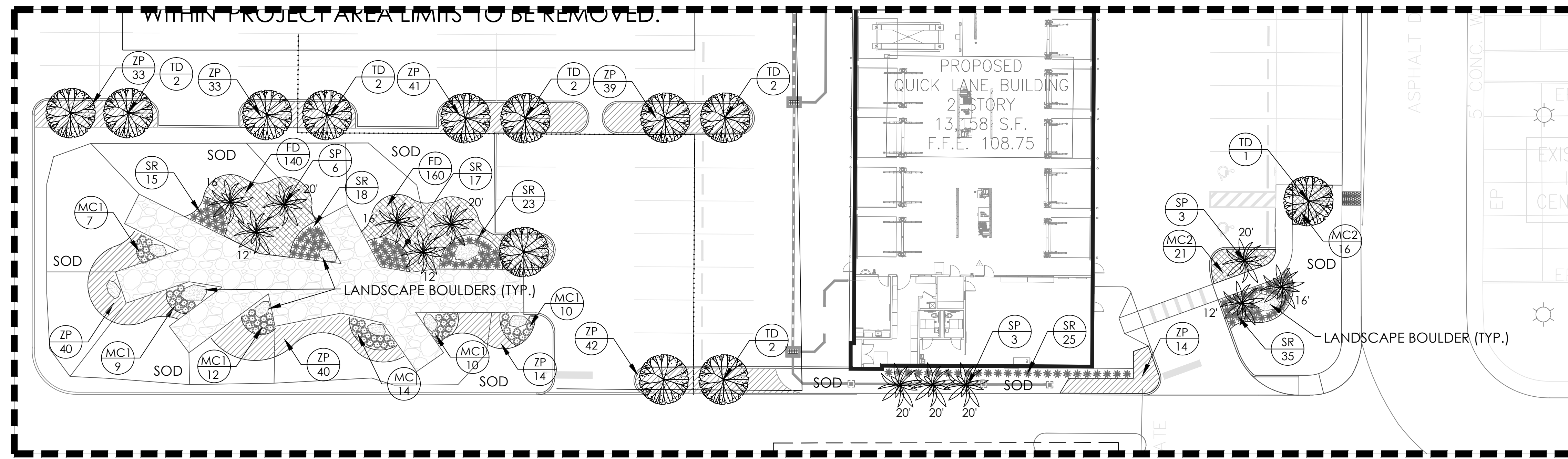


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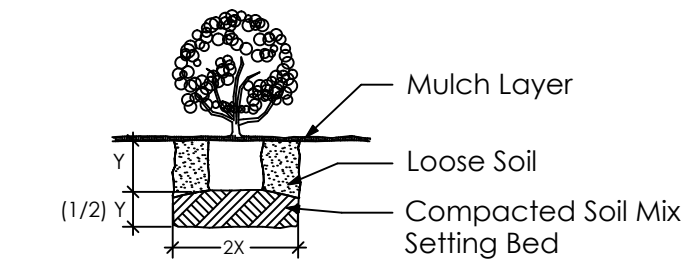
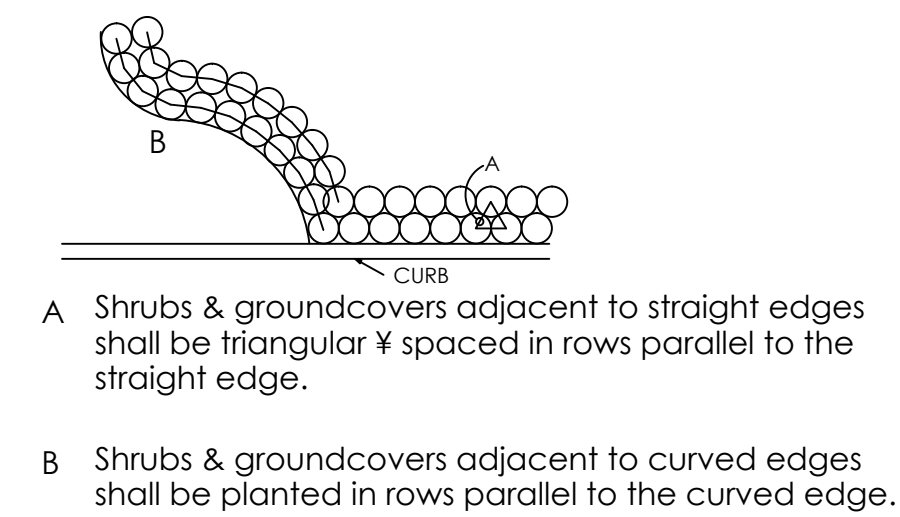
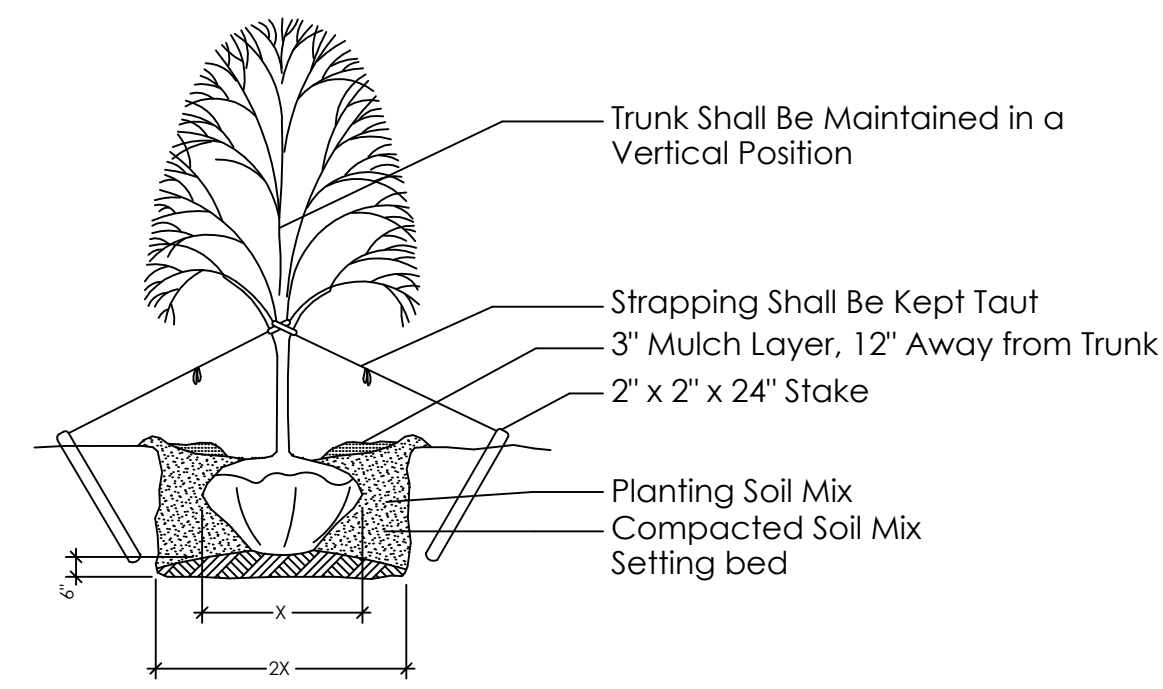
MULLINAX FORD
1151 SEMORAN BLVD. - CITY OF APOPKA, FL 32703

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DRAWN BY: KB
SHEET NUMBER
L-3
211

TRUCK MOUNTAIN & QUICK LANE LANDSCAPE INSET (SEE SHEET L-3 FOR OVERALL LANDSCAPE PLAN)



PLANTING DETAILS



PLANT MATERIALS LEGEND

SYMBOL	KEY	QNTY.	COMMON/BOTANICAL NAME	SPECIFICATIONS/DESCRIPTION
	QV	19	Live Oak <i>Quercus virginiana</i>	3.5" DBH, 12' Min. Ht., 100 Gal. or B&B
	AR	10	Red Maple <i>Acer rubrum</i>	3.5" DBH, 12' Min. Ht., 100 Gal. or B&B
	TD	64	Bald Cypress <i>Taxodium distichum</i>	3" DBH, 12' Min. Ht., 65 Gal. or B&B
	JV	14	Southern Red Cedar <i>Juniperus virginiana</i>	3" DBH, 10' Min. Ht., 65 Gal. or B&B
	SP	9	Sabal Palms <i>Sabal palmetto</i>	12', 16' & 20' Hts., Slick Trunks
	VO	60	Sweet Viburnum <i>Viburnum odoratissimum</i>	7 Gal., 36" Ht., 36" O.C.
	SR	132	Saw Palmetto <i>Serenoa repens</i>	7 Gal., 18" - 24" O.A. Ht., 30" O.C.
	MC1	62	Mulhy Grass <i>Muhlenbergia capillaris</i>	3 Gal., Full, 24" O.C.
	MC2	646	Mulhy Grass <i>Muhlenbergia capillaris</i>	3 Gal., Full, 30" O.C.
	SB	520	Sand Cordgrass <i>Spartina bakerii</i>	3 Gal., Full, 30" O.C.
	FD	300	Dwarf Fakahatchee Grass <i>Tripsacum dactyloides</i>	3 Gal., Full, 24" O.C.
	ZP	346	Coontie <i>Zamia pumila</i>	3 Gal., Full, 36" O.C.
	SOD	TBD	Bahia Sod <i>Paspalum notatum 'Argentine'</i>	Solid Sod, As Indicated On Plans
	MULCH	TBD	Pine Bark Mulch	3" Minimum Depth, All Planting Areas

LANDSCAPE GENERAL NOTES

- The Landscape Contractor shall insure that this work does not interrupt established or projected drainage patterns. The Landscape Contractor shall insure adequate vertical drainage in all plant beds and planters. Vertical drilling through any compacted fill to native soil shall be accomplished to insure drainage.
- The Landscape Contractor shall be responsible for all materials and all work as called for on the landscape plans and in the landscape specifications. The list of plant quantities accompanying the plans shall be sued as a guide only. Contractor shall verify all quantities and report any discrepancies at the time of bidding.
- All plant materials shall be graded Florida No. 1 or better, as outlined under Grades and Standards for Nursery Plants, Division of Plant Industry, State of Florida, unless otherwise noted.
- All plant beds and tree rings shall be top dressed with a 3" minimum depth of pine bark nuggets.
- The Landscape Contractor shall be wholly responsible for stability and plumb condition of all trees and shrubs. Staking of trees or shrubs, if desired or requested by the Landscape Architect or owner, shall be done utilizing a method agreed upon by the Landscape Architect.
- No fill material or use of heavy equipment around existing trees is allowed. Existing trees are to be protected by a wood barricade erected in compliance with local codes.
- The Landscape Contractor is responsible for testing project soils. The Landscape Contractor is to provide a certified soils report to the Owner and Landscape Architect. The Landscape Contractor shall verify that the soils on site are acceptable for proper growth of the proposed plant material. Should the Landscape Contractor find poor soil conditions, the Owner and Landscape Architect must be consulted prior to planting.
- All grades, dimensions and existing conditions shall be verified by the Contractor on site before construction begins. Any discrepancies shall be brought to the attention of the Landscape Architect.
- All proposed trees to be installed either entirely in or entirely out of planting beds. Planting bedlines are not to be obstructed; smooth and flowing.
- The Landscape Contractor shall review architectural/engineering plans to become thoroughly familiar with surface and subsurface utilities.
- The Landscape Contractor shall coordinate with the lighting and irrigation contractors regarding the timing of the installation of plant material.
- Every possible safeguard shall be taken to protect building surfaces, equipment and furnishings. Landscape Contractor shall be responsible for any damage or injury to person or property which may occur as a result of his negligence in the execution of work.

LANDSCAPE NOTES & DETAILS

LANDSCAPE & IRRIGATION DESIGN

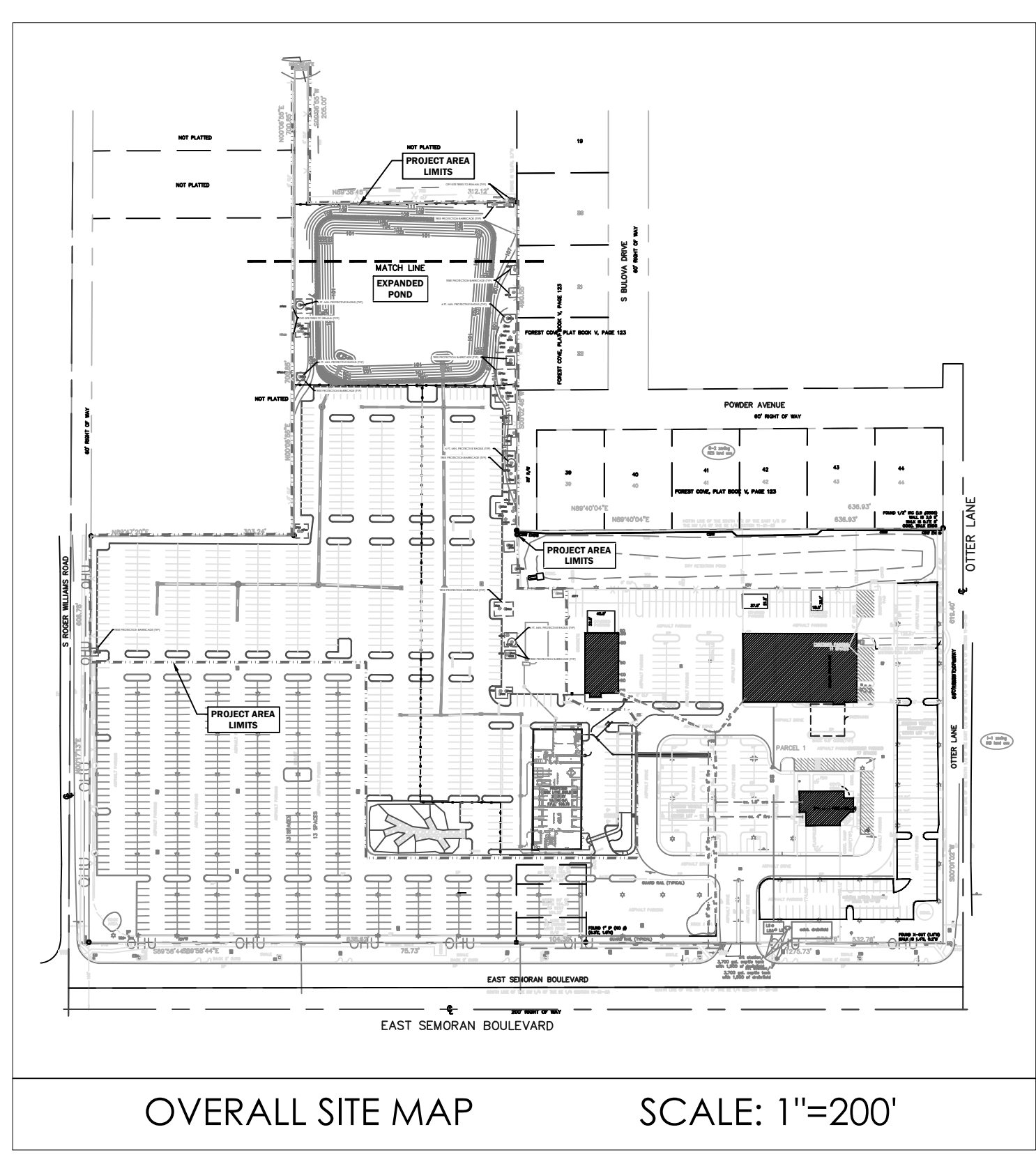
I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF AOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE

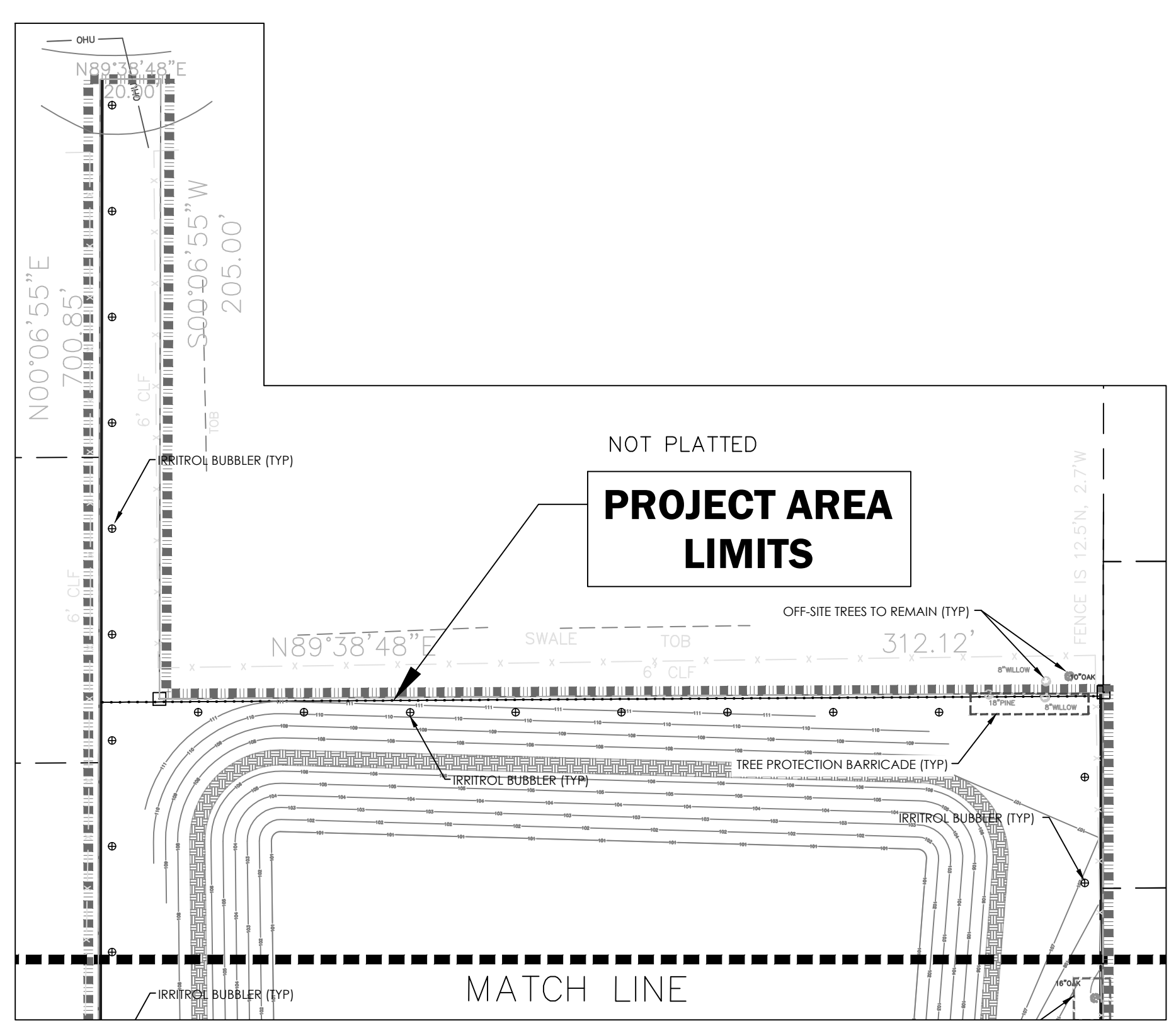
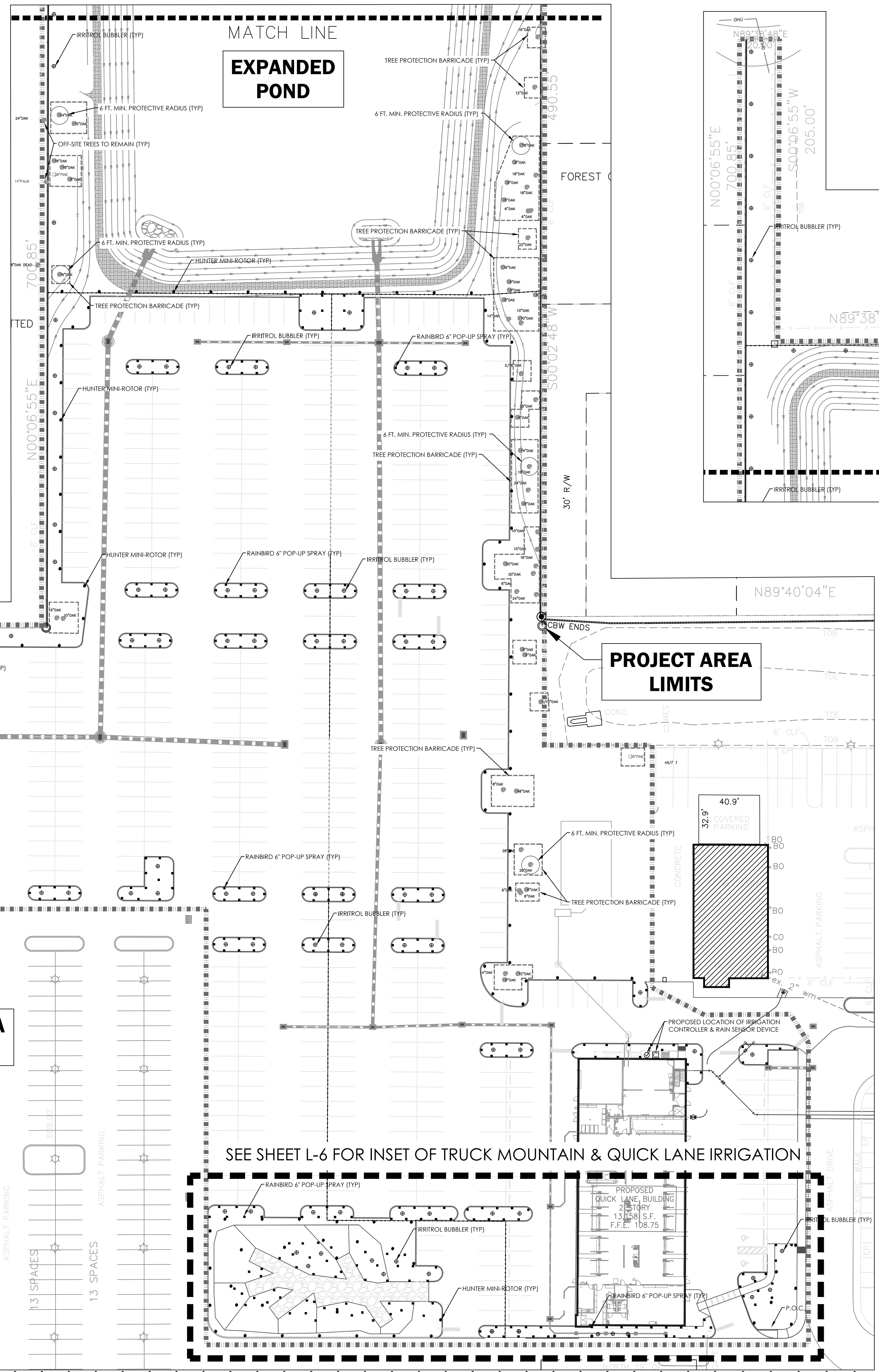
REG. NO.

DATE

All ideas, designs, arrangements and plans indicated or represented by this drawing are owned by and the property of SCHWEIZER BOJACK LANDSCAPE ARCHITECTURE LLC and were created, evolved and developed for the use on and connection with this specific project.



OVERALL SITE MAP SCALE: 1"=200'



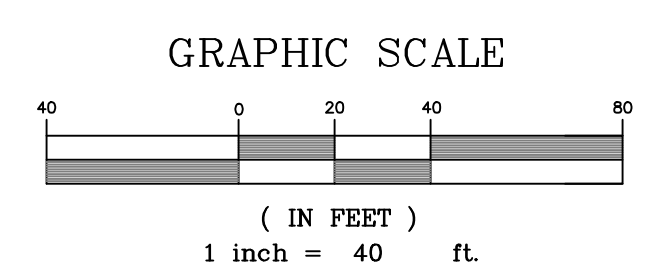
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PROJECT AREA LIMITS

PROJECT AREA LIMITS

PROJECT AREA LIMITS

SEE SHEET L-6 FOR IRRIGATION LEGEND

SEE SHEET L-6 FOR INSET OF TRUCK MOUNTAIN & QUICK LANE IRRIGATION



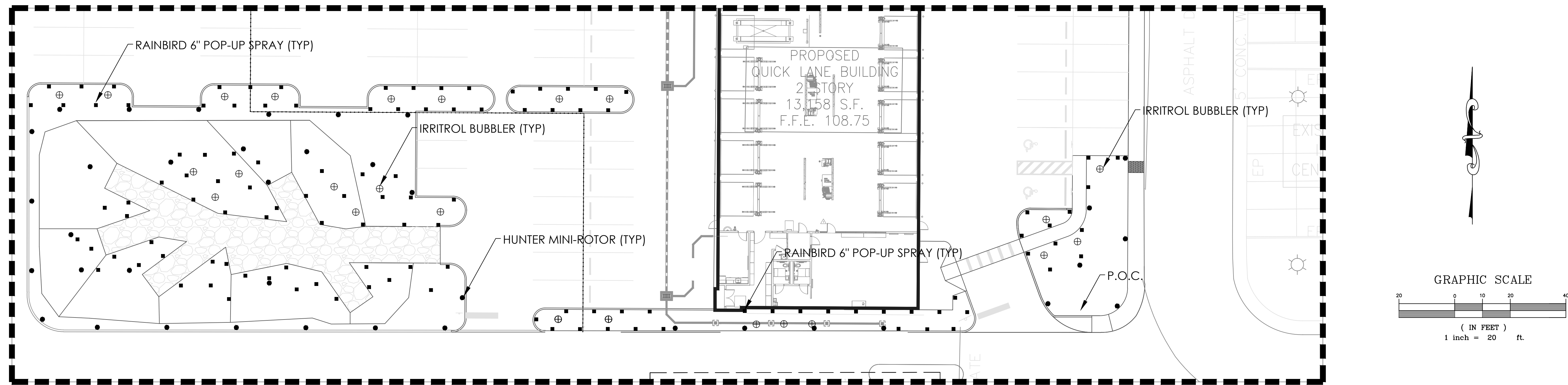
IRRIGATION PLAN

LANDSCAPE & IRRIGATION DESIGN

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SIGNATURE _____ REG. NO. _____ DATE _____

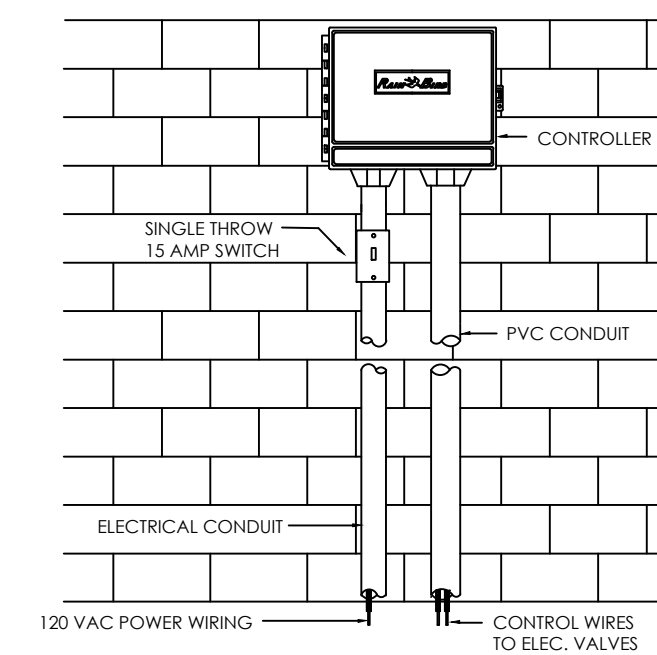
TRUCK MOUNTAIN & QUICK LANE LANDSCAPE INSET (SEE SHEET L-5 FOR OVERALL IRRIGATION PLAN)



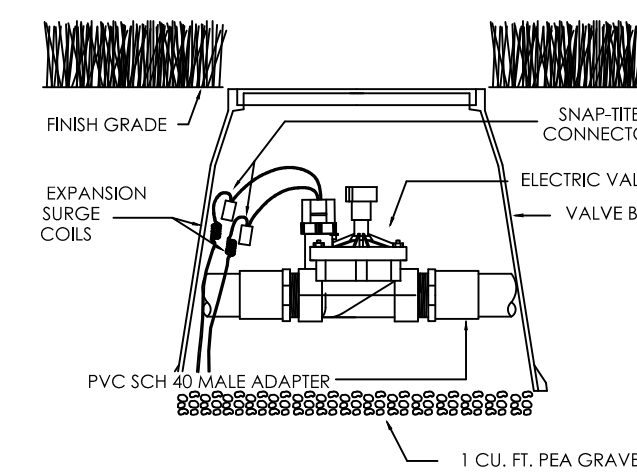
IRRIGATION GENERAL NOTES

1. THE IRRIGATION CONTRACTOR SHALL REFER TO THE LANDSCAPE PLAN WHEN TRENCHING TO LAY PIPE TO AVOID NEW AND EXISTING TREES AND LARGE SHRUBS.
2. ALL WIRING FROM THE IRRIGATION CONTROLLER TO THE REMOTE CONTROL VALVES SHALL BE UF-14/1 DIRECT BURIAL CABLE. ALL WIRE SPLICES SHALL BE MADE IN VALVE BOXES ONLY USING RAINBIRD SNAP-TITE CONNECTORS AND SEALANT.
3. UNLESS OTHERWISE INDICATED, PIPE TO A SINGLE SPRAY HEAD SHALL BE 1/2" PVC CL-315 PIPING.
4. ALL MAINLINE PIPING SHALL BE BURIED TO HAVE A MINIMUM COVER OF 18 INCHES, ALL LATERAL PIPING DOWNSTREAM OF THE MAINLINE SHALL BE BURIED TO HAVE A MINIMUM COVER OF 12 INCHES.
5. THE IRRIGATION CONTRACTOR SHALL COORDINATE WITH THE OWNER OR ARCHITECT ON THE EXACT LOCATION OF THE IRRIGATION CONTROLLER.
6. THE IRRIGATION CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS SHOWN ON THE PLANS AT THE SITE PRIOR TO COMMENCEMENT OF WORK UNDER THIS CONTRACT.
7. ALL IRRIGATION INSTALLATION SHALL CONFORM TO LOCAL CODES AND REGULATIONS.
8. ALL PIPING ON THE PLANS IS DIAGRAMMATICALLY ROUTED FOR CLARITY AND SHALL BE ROUTED TO AVOID NEW AND EXISTING PLANTS. DESIGN MODIFICATIONS SHALL ONLY BE MADE AS NECESSARY TO MEET FIELD CONDITIONS AND ONLY UPON APPROVAL OF THE LANDSCAPE ARCHITECT.
9. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL ADJUSTMENT OF THE SPRINKLERS ARC AND RADIUS TO ASSURE 100 PERCENT COVERAGE.
10. 115 VOLT, SINGLE PHASE ELECTRICAL POWER IS REQUIRED TO OPERATE THE IRRIGATION CONTROLLER. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE LOCATION OF THE POWER WITH THE OWNER OR OWNER'S REPRESENTATIVE. IT SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO SEE THAT THE CONTROLLER IS WIRED IN ACCORDANCE WITH ALL ELECTRICAL CODES BY A LICENSED ELECTRICIAN. ALL MATERIALS NECESSARY TO WIRE THE CONTROLLER SHALL BE FURNISHED BY THE IRRIGATION CONTRACTOR.
11. THE IRRIGATION CONTRACTOR SHALL CHOOSE THE APPROPRIATE NOZZLES TO PROVIDE MAXIMUM COVERAGE.
12. ALL LANDSCAPE IRRIGATION SYSTEMS SHALL BE LOW-VOLUME IRRIGATION SYSTEMS. A LOW-VOLUME IRRIGATION SYSTEM IS DESIGNED TO PROVIDE NO MORE THAN THE MINIMUM AMOUNT OF WATER REQUIRED BY ANY SPECIFIC LANDSCAPE MATERIAL TO ENSURE SURVIVAL OF THAT MATERIAL. SUCH A SYSTEM UTILIZES A COMBINATION OF SPRINKLER MECHANISMS AND ZONES TO ACCOMODATE THE INDIVIDUAL IRRIGATION REQUIREMENTS OF EACH TYPE OF LANDSCAPE MATERIAL, INCLUDING TREES, SHRUBS, ORNAMENTALS AND TURF AREAS.
13. ALL UNDERGROUND IRRIGATION SYSTEMS SHALL BE REGULATED BY AN AUTOMATIC TIMER OR CONTROLLER.
14. THE DESIGN OF THE IRRIGATION SYSTEM SHALL INCLUDE SPRINKLER HEADS AND DEVICES APPROPRIATE FOR THE LANDSCAPE MATERIALS TO BE IRRIGATED.
15. LOW TRAJECTORY HEADS OR LOW-VOLUME WATER DISTRIBUTING DEVICES SHALL BE USED TO IRRIGATE CONFINED AREAS IN ORDER TO PREVENT OVERSPRAY ONTO IMPERVIOUS AREAS.
16. IRRIGATION SYSTEMS SHALL BE DESIGNED TO PLACE HIGH WATER DEMAND AREAS, SUCH AS LAWNS, ON SEPARATE ZONES FROM THOSE AREAS WITH REDUCED WATER REQUIREMENTS.
17. AUTOMATICALLY CONTROLLED IRRIGATION SYSTEMS SHALL BE OPERATED BY AN IRRIGATION CONTROLLER THAT IS CAPABLE OF IRRIGATING HIGH REQUIREMENT AREAS.

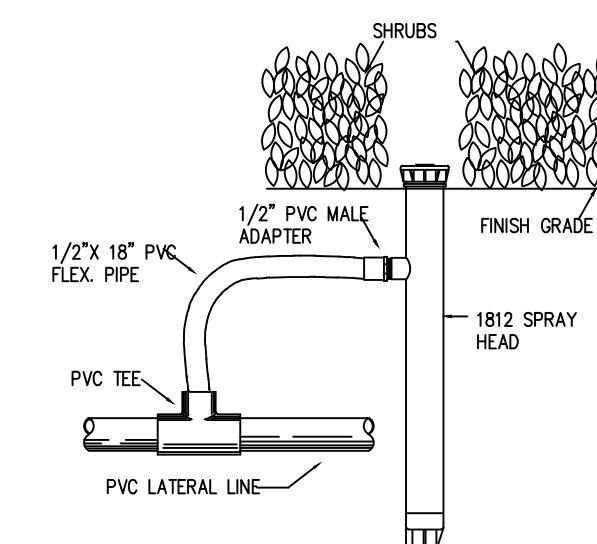
IRRIGATION DETAILS



RAINBIRD WALL MOUNT IRRIGATION CONTROLLER



RAINBIRD MODEL PGA SERIES ELECTRIC VALVE



RAINBIRD MODEL 1812 - 12" POP-UP SPRAY HEAD

IRRIGATION EQUIPMENT LEGEND

SYMBOL	SPECIFICATIONS/DESCRIPTION
P.O.C.	TAP INTO EXISTING IRRIGATION MAINLINE
☉	HUNTER REMOTE RAIN CHECK DEVICE
☐	RAINBIRD OUTDOOR ESP-LX IRRIGATION CONTROLLER
⊕	RAINBIRD ELECTRIC VALVE INSTALLED IN A 12" AMETEK VALVE BOX
⊕	IRRITROL BUBBLERS INSTALLED USING 1/2" FLEX PIPE WITH A MIN. OF 12" LENGTH
■	RAINBIRD LOW-VOLUME 1812-PRS 12" POP-UP SPRAY HEADS (SHRUBS)
●	HUNTER MINI-ROTORS (SOD ONLY)

ADDITIONAL IRRIGATION CLARIFICATIONS:

1. IRRIGATION MAINLINE & LATERAL LINES TO BE SIZED & INSTALLED BY THE IRRIGATION CONTRACTOR
2. ALL IRRIGATION LINES UNDER PAVED AREAS TO BE SLEEVED WITH SCH. 40 SLEEVING SIZED AT LEAST (2) TIMES THE DIAMETER OF THE IRRIGATION LINE SIZE.
3. AVOID CONFLICT WITH EXISTING AND PROPOSED UNDERGROUND UTILITIES & EXISTING TREES DURING INSTALLATION OF PROPOSED IRRIGATION SYSTEM. FIELD ADJUST LAYOUT AS NECESSARY.
4. ALL TREES (BUBBLERS), SOD (6" POP-UP SPRAYS) & SHRUBS (12" POP-UP SPRAYS) TO BE ON SEPARATE ZONES.

IRRIGATION RISERS ARE NOT ALLOWED

IRRIGATION NOTES & DETAILS

LANDSCAPE & IRRIGATION DESIGN

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SIGNATURE

REG. NO.

DATE



SCHWEIZER
BOJACK
LANDSCAPE
ARCHITECTURE

LANDSCAPE & IRRIGATION DESIGN
PO BOX 94883 • MAITLAND, FLORIDA 32794 • PH: (407) 376-1423
LICENSE NO. LC26000487 • DESIGN@SCHWEIZERBOJACK.COM

MULLINAX FORD
1151 SEMORAN BLVD. - CITY OF AOPKA, FL 32703

7/13/17
DRAWN BY: KB
SHEET NUMBER
L-6
214

All ideas, designs, arrangements and plans indicated or represented by this drawing are owned by and the property of SCHWEIZER BOJACK LANDSCAPE ARCHITECTURE LLC and were created, evolved and developed for the use on and connection with this specific project.

Backup material for agenda item:

1. Ordinance No. 2551 – Second Reading – Large Scale – Future Land Use Amendment – Legislative David Moon



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER: Ordinance

MEETING OF: September 6, 2017
 FROM: Community Development
 EXHIBITS: Land Use Report
 Vicinity Map
 Adjacent Zoning Map
 Adjacent Use Map
 Existing Uses Map
 Ordinance No. 2551

SUBJECT: ORDINANCE NO. 2551 – COMPREHENSIVE PLAN - LARGE SCALE - FUTURE LAND USE AMENDMENT – JOSEPH AND SWANA GATES & OAK ROYAL PROPERTIES, LLC

REQUEST: ORDINANCE NO. 2551 - SECOND READING – COMPREHENSIVE PLAN - LARGE SCALE – FUTURE LAND USE AMENDMENT – JOSEPH & SWANA GATES & OAK ROYAL PROPERTIES, LLC, FROM OFFICE (MAX 0.3 FAR) AND RESIDENTIAL LOW (0-5 DU/AC) TO MIXED USE

SUMMARY:

OWNER: Joseph & Swana Gates and Oak Royal Properties LLC
APPLICANT: Littlejohn Engineering
LOCATION: East of Ocoee Apopka Rd., north of Keene Rd.
PARCEL ID #s: 20-21-28-0000-00-021; 20-21-28-0000-00-024; 20-21-28-0000-00-025).
EXISTING USE: Container nurseries and single-family residential home
CURRENT ZONING: PO/I (Professional Office/Institutional) & AG (Agriculture)
PROPOSED DEVELOPMENT: Residential and non-residential mixed-use development
PROPOSED ZONING: Mixed-EC (Note: this Future Land Use amendment request is being processed along with a request to change the zoning classification from PO/I & AG to Mixed-EC (Mixed Use-Employment Center).
TRACT SIZE: 22.4 +/- acres
MAXIMUM ALLOWABLE DEVELOPMENT:
 EXISTING: 518 Units
 PROPOSED: 975,744 sq. ft. non-residential and 336 multi-family units

FUNDING SOURCE:
N/A

DISTRIBUTION

Mayor Kilsheimer	Finance Director	Public Services Director
Commissioners	HR Director	Recreation Director
City Administrator	IT Director	City Clerk
Community Development Director	Police Chief	Fire Chief

ADDITIONAL COMMENTS: The subject parcels were annexed into the City of Apopka on December 5, 2001 through Ordinance 1421. The applicant requests a future land use designation of Mixed Use. The request is compatible with surrounding future land use designations and adjacent uses. As a “Large-Scale” Future Land use Amendment (i.e., ten or more acres), this application will be transferred to State agencies for consistency review with State policies. Ocoee-Apopka Road will likely need to be widened to a four lane, divided road in the future, likely requiring land from the western edge of the subject site to accommodate the future improvements.

COMPREHENSIVE PLAN COMPLIANCE: The proposed use of the property is compatible with the character of the surrounding area, is within close proximity to the SR 429/Ocoee Apopka Road interchange, and is consistent with the Mixed Use Land Use designation. City planning staff supports the FLUM amendment given the consistency with the Comprehensive Plan policies listed below and the intent of the Ocoee Apopka Road Small Area Study (see Land Use Analysis below). Site development cannot exceed the intensity allowed by the Future Land Use policies.

Future Land Use Element

1. **Policy 3.1.r** The primary intent of the Mixed Use land use category is to allow a mixture of residential, office, commercial, industrial, recreation, institutional uses and public facilities uses...This mix of land uses may occur on a single parcel or multiple parcels in the form of: a permitted single use; a vertical combination of different permitted uses; or a horizontal mix of different permitted uses.

The applicant’s wish to develop the properties for a vertical mix or commercial and residential development is consistent with Policy 3.1.r.

2. **Policy 3.2** Development and redevelopment shall be integrated with the adjacent land uses through: (1) the creation of like uses; or (2) creation of complementary uses; or (3) mitigation of adverse impacts.

The proposed use for the subject properties as mixed use residential/non-residential development is consistent with the current and future proposed development of the surrounding area. Mixed Use future land use designation is immediately adjacent to the north (Emerson Park traditional neighborhood-style residential development), as well as High Density Residential across Ocoee Apopka Road to the west. In addition, the proposed development is consistent with the small study area recommendations for these uses.

Transportation Element

1. **Policy 4.2** The City of Apopka shall promote, through the implementation of programs such as mixed-use land development, projects that support reduced travel demand, shorter trip lengths and balanced trip demand.

The proposed Commercial future land use designation and subsequent mixed-use residential and non-residential development would support existing and proposed residential development, the future Florida Hospital Apopka campus, as well as ancillary professional office development within the Ocoee Apopka Road Small Area Study. The study area recommendations promote the development of walkable, village-style development within the area surrounding the new hospital campus. The applicant’s proposal would be consistent with Policy 4.2 by providing support office/retail for adjacent residential communities and employment and reduce trips by providing a vertical mix of uses.

VISIONING AND SPECIAL STUDIES: The property is located within the boundaries of Ocoee-Apopka Road Small Area Study. Prepared in February 2015, this study recommends mixed-use town center or multi-family development for the subject site. A Mixed Use Future Land Use Designation supports this recommendation. A copy of the concept plan\vision plan for the Ocoee-Apopka Road Study is provided with the support material.

SCHOOL CAPACITY REPORT: An executed capacity enhancement agreement with Orange County Public Schools will be required prior to adoption of the future land use amendment or the adopting ordinance will include a clause that no development application shall be received by the City until school capacity determination has been accepted by OCPS through a letter of capacity or a capacity enhancement agreement.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on December 9, 2016.

PUBLIC HEARING SCHEDULE:

January 10, 2017 – Planning Commission (5:30 pm)
February 1, 2017 – City Council (1:30 pm) - 1st Reading & Transmittal
September 6, 2017 – City Council (1:30 pm) – 2nd Reading

DULY ADVERTISED:

December 23, 2016 – Public Notice and Notification
August 25, 2017 – Ordinance Heading & Public Notice ¼ Page Ad w/Map

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval to transmit a change in Future Land Use from Office (max 0.3 FAR) to Mixed Use for the property owned by Joseph & Swana Gates and Oak Royal Properties, LLC, subject to the information and findings in the staff report.

The **Planning Commission**, at its meeting on January 10, 2017, unanimously recommended approval of the Large Scale Future Land Use Amendment from Office (max 0.3 FAR) and Residential Low (0-5 du/ac) to Mixed Use, for properties owned by Joseph & Swana Gates and Oak Royal Properties, LLC.

The **City Council**, at its meeting on February 1, 2017, accepted the First Reading of Ordinance No. 2551; and authorized transmittal to the Florida Department of Economic Opportunity.

City Council Second Reading: Adopt Ordinance 2551.

Note: This item is considered Legislative. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

LAND USE REPORT

I. RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City)	Mixed Use	Mixed-EC	Emerson Park community
East (County)	Rural (0-1 du/10 ac)	R-CE-2	Single-family residential
South (City & County)	“City” Office (max 0.3 FAR) & “County” Rural (0-1 du/ac)	“City” OFF & “County” A-1	Vacant & County water reclamation facility
West (City)	Residential High (0-15 du/ac)	A-1 (ZIP)	Single-family home

The property has access from west from Ocoee Apopka Road and to the south from Keene Road.

II. LAND USE ANALYSIS

The subject properties are located within an area with land uses that permit both residential and non-residential uses, which makes the request for a Mixed Use future land use designation consistent with the Comprehensive Plan policies listed above, as well as the general future land use character of the surrounding area.

To the north of the subject properties is the Emerson Park single-family and townhome community. Residential High and Industrial land uses are west of the subject sites across Ocoee Apopka Road, with Office land use to the south across Keene Rd.

In addition, the proposed land use designation is consistent with the conceptual land use plan, development scenario and recommendations of the Ocoee Apopka Road Small Area Study, which was completed in 2014. The Ocoee Apopka Rd SAS Conceptual Plan listed as Exhibit ‘A’ below shows the subject properties listed within the “New Market” character area, which is described in the final report as:

“The **New Market Zone** represents the area in the vicinity of Emerson Park and the hospital. It is anticipated that this area will contain the highest degree of pedestrian connectivity.” In addition, the report indicates that one scenario for the New Market Area includes the placement of the core (Village Center) of the New Market Character area includes the subject property (as shown in Exhibit ‘B’ below). The finds of the report suggest this scenario may be the most suitable for the Village Center:

“Scenario 1 shows the core area (Village Center) concentrated at the northeast corner of Ocoee-Apopka Road and Keene Road. This site was chosen as an ideal location for the Village Center because it is easily accessible from the existing and proposed residential neighborhoods to the east.

Therefore, the proposed Mixed Use future land use designation is consistent with the general future land use character and long-range planning goals of the surrounding area.

Wekiva River Protection Area: No
 Area of Critical State Concern: No
 DRI / FQD: No

JPA: The City of Apopka and Orange County entered into a Joint Planning Area (JPA) agreement on October 26, 2004. The subject property is located within the “Western Conceptual Master Plan” of JPA. Orange County government has been notified of the proposed FLUM amendment and has objected. The Western Conceptual Master Plan proposed Office for the subject Property but was

proposed before the completion of the small area study and the study’s recommendations. Further, the Western Conceptual Master Plan did not anticipate changes in land use patterns generated by the proposed medical campus along Ocoee Apopka Road. Orange County was notified and attend workshops on the Small Area Study.

Transportation: Road access to the site is from Ocoee Apopka Road to the west and Keene Road to the south. In addition, the subject proprieties are less than ½ mile from the S.R. 429 at Ocoee Apopka Road interchange, providing limited access highway access to and from the properties.

Wekiva Parkway and Protection Act: The proposed amendment has been evaluated against the adopted Wekiva Study Area Comprehensive Plan policies. The proposed amendment is consistent with the adopted mandates and requirements. The proposed Future Land Use Map (FLUM) amendment has been reviewed against the best available data, with regard to aquifer and groundwater resources. The City of Apopka's adopted Comprehensive Plan addresses aquifer recharge and storm water run-off through the following policies:

- Future Land Use Element, Policies 4.16, 14.4, 15.1, 16.2 and 18.2
- Infrastructure Element, Policies 1.5.5, 4.2.7, 4.4, 4.4.1, 4.4.2 and 4.4.3
- Conservation Element, Policy 3.18

Karst Features: The Karst Topography Features Map from the Florida Department of Environmental Protection shows that there are karst features on this property.

Analysis of the character of the Property: The current use of the properties are for container nurseries and single-family homes. The dominant soil, Cander Fine Sand, has a 5-12 percent slope.

Analysis of the relationship of the amendment to the population projections: These properties were annexed into the City on December 5, 2001. Based on the adoption of the JPA, the size of the property, and the proposed land use change, the amendment will increase the population if developed.

CALCULATIONS:

ADOPTED: N/A x 2.659 p/h = N/A

PROPOSED: 336 x 2.659 p/h = 893 persons

Housing Needs: This amendment is to change the future land use to a future land use designation that permits residential uses, and will increase the number of available housing units in the City of Apopka.

Habitat for species listed as endangered, threatened or of special concern: A habitat study is required for developments greater than ten (10) acres in size. At the time the Master Site Plan or Preliminary Development Plan is submitted to the City, the development applicant must conduct a species survey and submit a habitat management plan if any threatened or endangered species are identified within the project site.

Transportation: The City of Apopka is a Transportation Concurrency Exception Area. Refer to Chapter 3 of the City of Apopka 2010 Comprehensive Plan.

Sanitary Sewer Analysis

1. Facilities serving the site; current LOS; and LOS standard: None ; 81 GPCD; 81 GPD

If the site is not currently served, please indicate the designated service provider: City of Apopka

2. Projected total demand under existing designation: 101,528 GPD

3. Projected total demand under proposed designation: 212,218 GPD
4. Capacity available: Yes
5. Projected LOS under existing designation: 81 GPD/Capita
6. Projected LOS under proposed designation: 81 GPD/Capita
7. Improved/expansions already programmed or needed as a result if proposed amendment: None

Potable Water Analysis

1. Facilities serving the site; current LOS; and LOS standard: None; 177 GPCD;
177 GPD

If the site is not currently served, please indicate the designated service provider:
City of Apopka

2. Projected total demand under existing designation: 108,780 GPD
3. Projected total demand under proposed designation: 265,709 GPD
4. Capacity available: Yes
5. Projected LOS under existing designation: 177 GPCD
6. Projected LOS under proposed designation: 177 GPCD
7. Improved/expansions already programmed or needed as a result of the proposed amendment: None
8. Parcel located within the reclaimed water service area: Yes

Solid Waste

1. Facilities serving the site: City of Apopka
2. If the site is not currently served, please indicate the designated service provider:
City of Apopka
3. Projected LOS under existing designation: 4 lbs./person/day
4. Projected LOS under proposed designation: 2 lbs./cap/day
5. Improved/expansions already programmed or needed as a result of the proposed amendment: None

This initial review does not preclude conformance with concurrency requirements at the time of development approval.

Infrastructure Information

Water treatment plant permit number: CUP No. 3217

Permitting agency: St. John's River Water Management District

Permitted capacity of the water treatment plant(s): 21,981 mil. GPD

Total design capacity of the water treatment plant(s): 33,696 mil. GPD

Availability of distribution lines to serve the property: Yes

Availability of reuse distribution lines available to serve the property: Yes

Drainage Analysis

1. Facilities serving the site: Medicine Lake
2. Projected LOS under existing designation: 100 year - 24 hour design storm event.
3. Projected LOS under proposed designation: 100 year - 24 hour design storm event.
4. Improvement/expansion: On-site retention/detention pond

Recreation

1. Facilities serving the site; LOS standard: City of Apopka Parks System; 3 AC/1000 capita
2. Projected facility under existing designation: 4.131 AC
3. Projected facility under proposed designation: 2.679 AC
4. Improvement/expansions already programmed or needed as a result of the proposed amendment: None.

This initial review does not preclude conformance with concurrency requirements at the time of development approval.

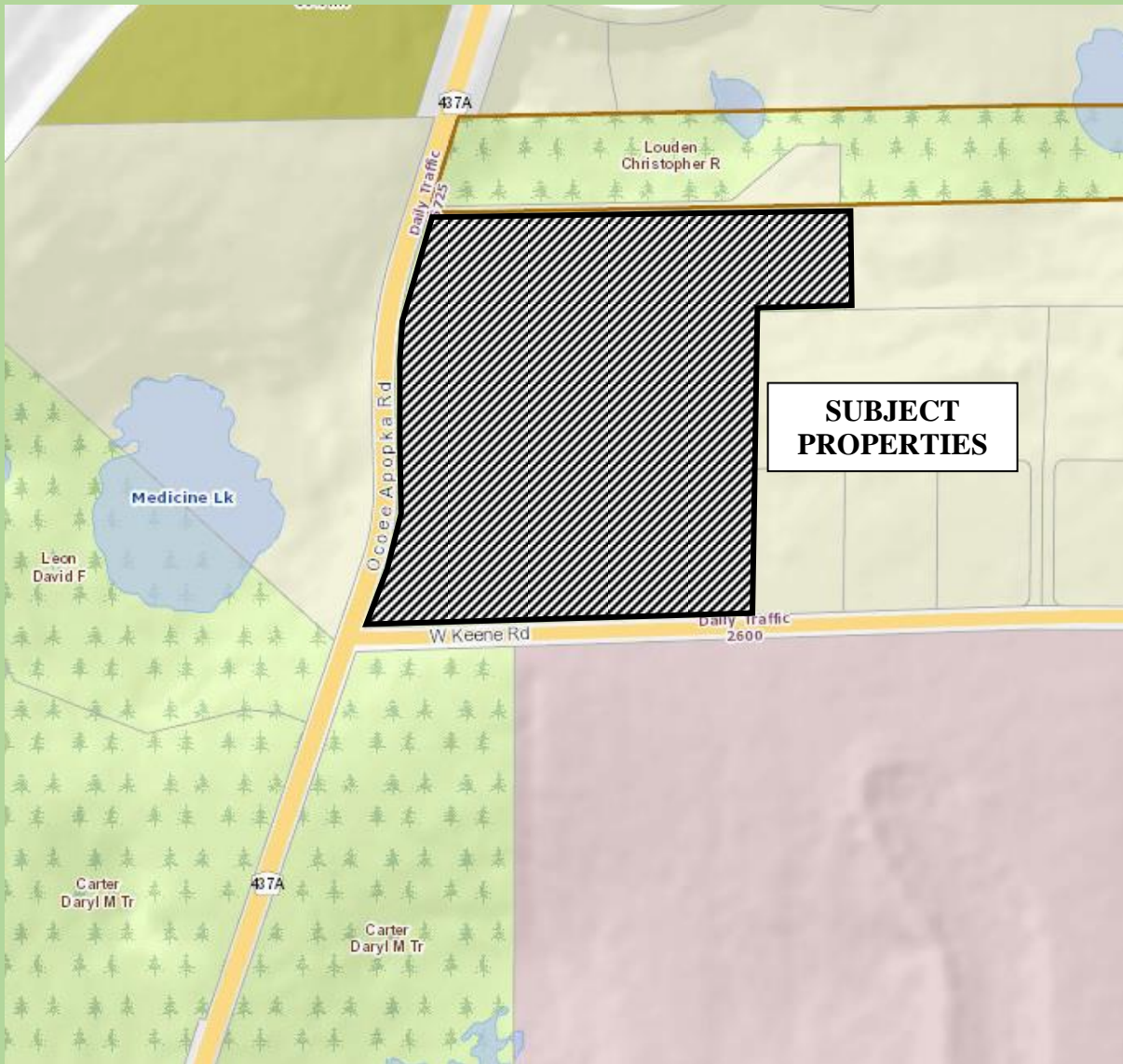
Joseph & Swana Gates and Oak Royal Properties, LLC
Property Owner
22.4 +/- Acres

Proposed Large Scale Future Land Use Amendment:
From: Office (max. 0.3 FAR) & Residential Low (0-5 du/ac)
To: Mixed Use

Parcel ID #s: 20-21-28-0000-00-021; 20-21-28-0000-00-024; 20-21-28-0000-00-025

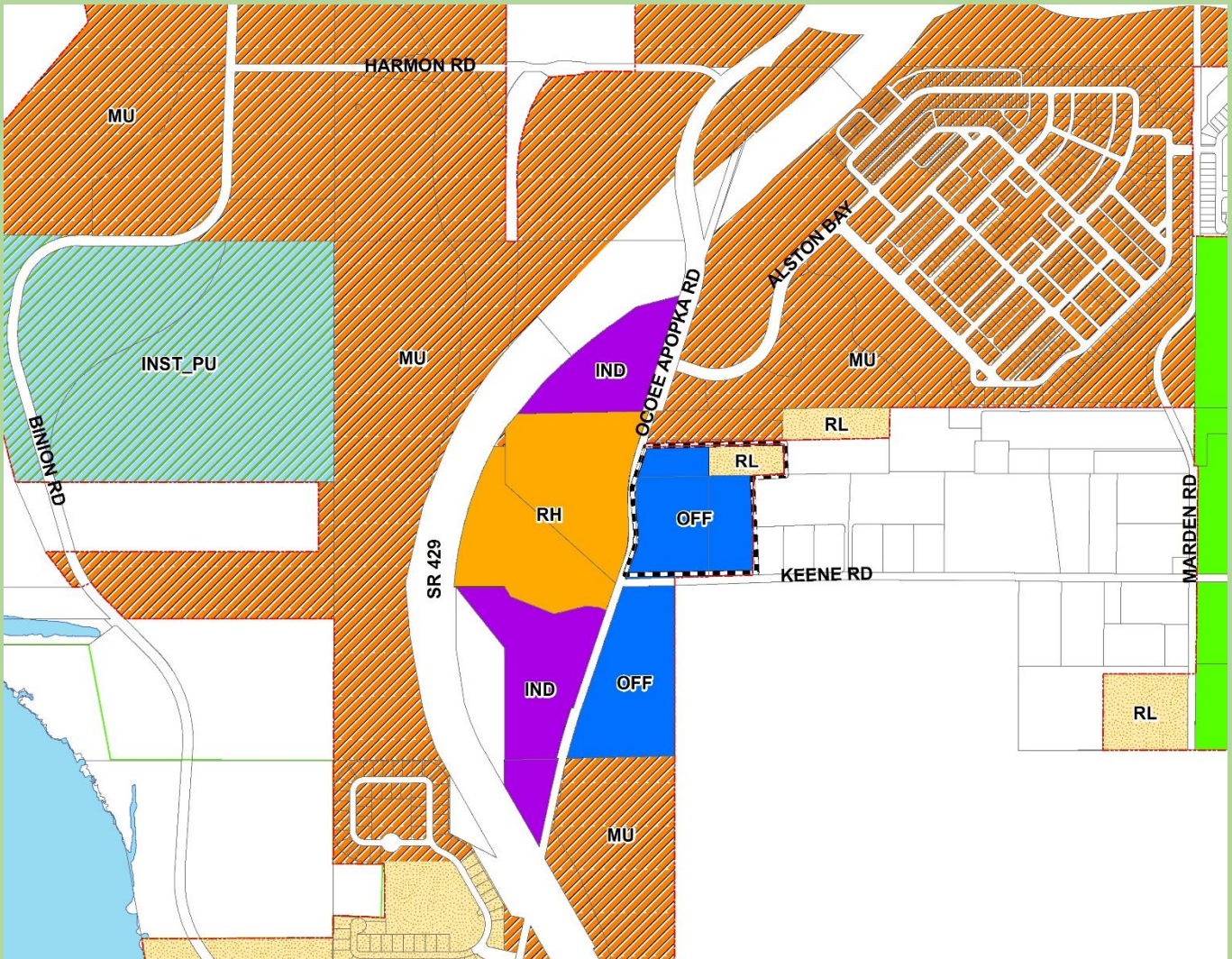


VICINITY MAP



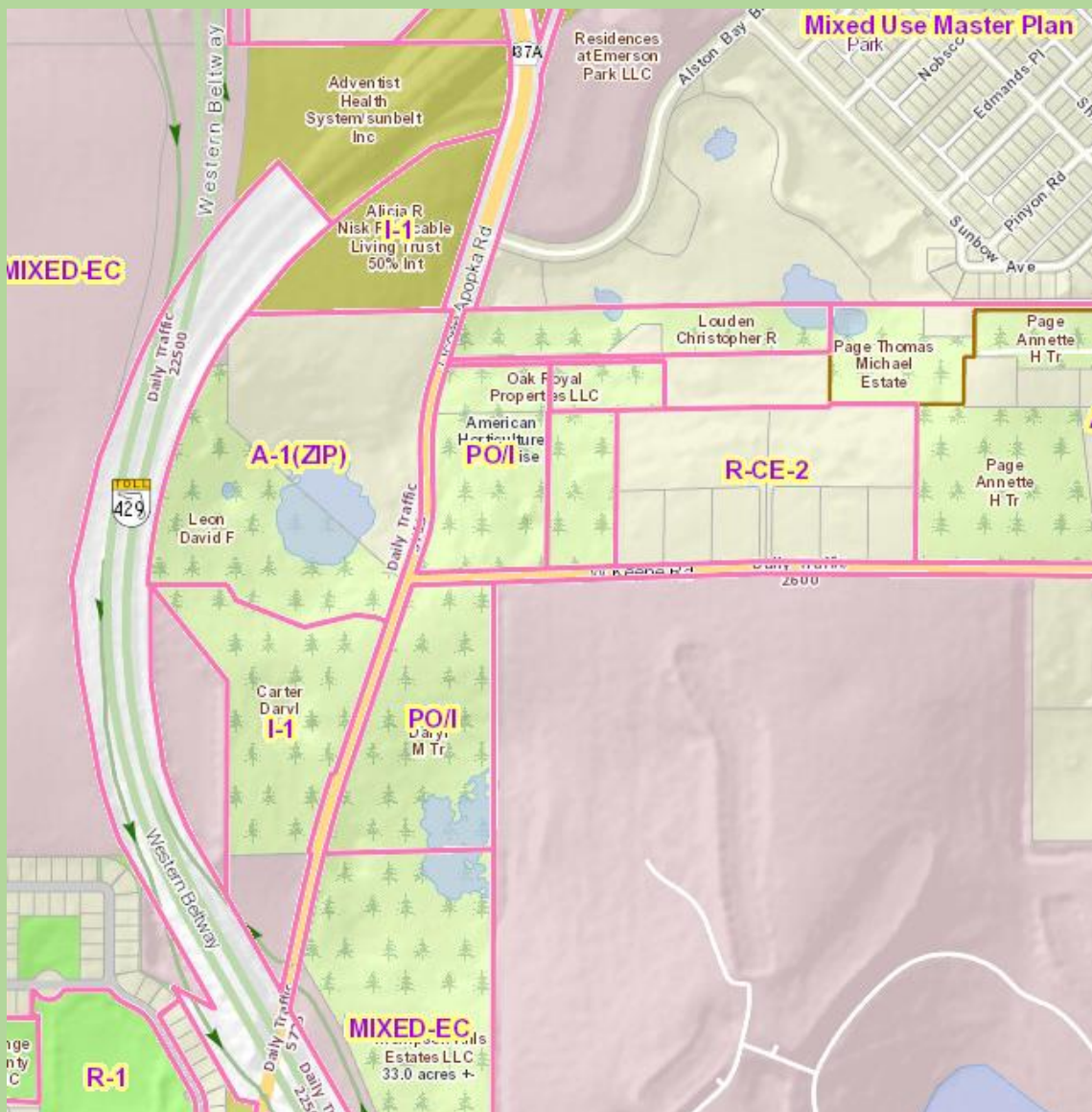


FUTURE LAND USE MAP



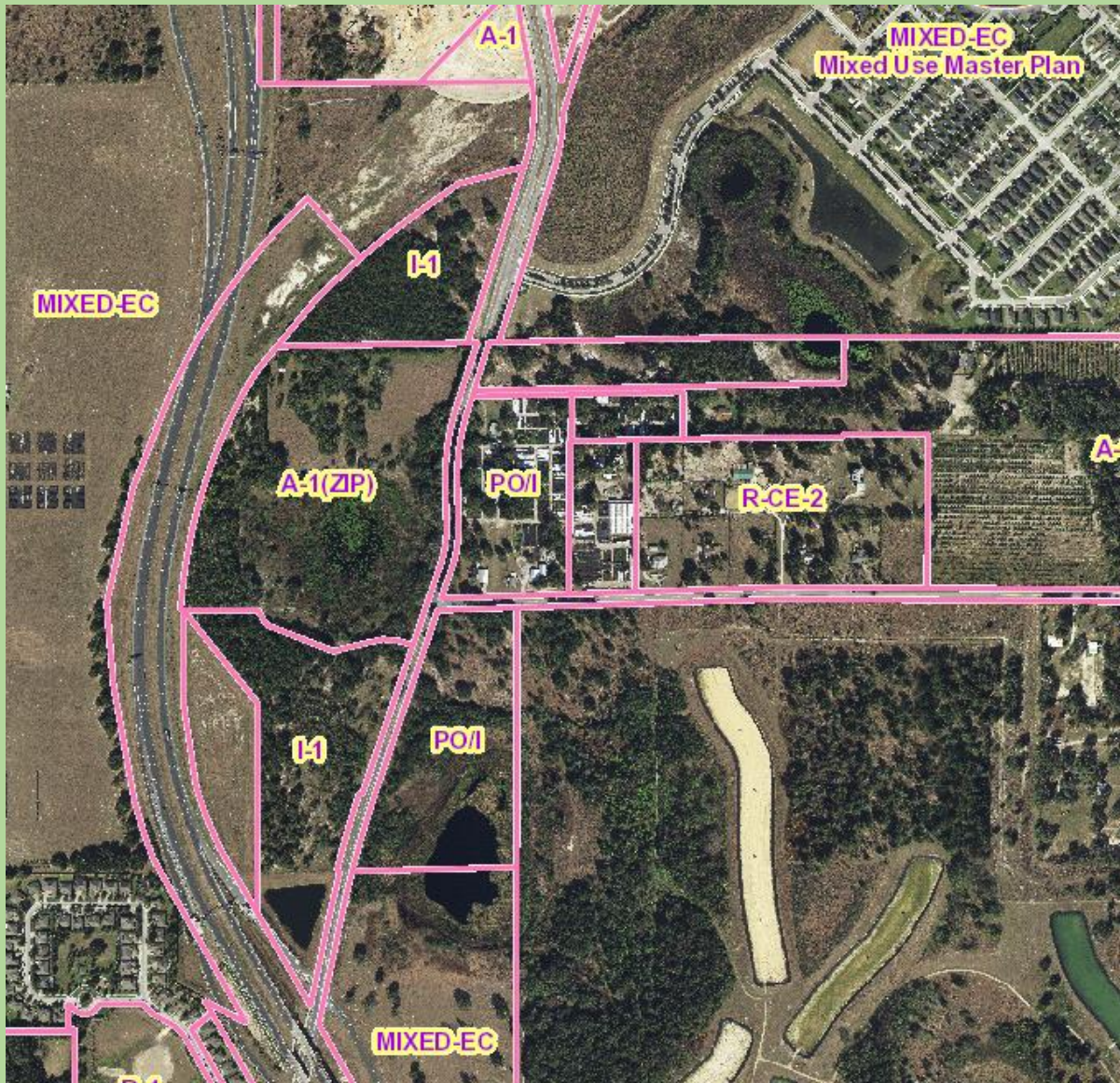


ADJACENT ZONING



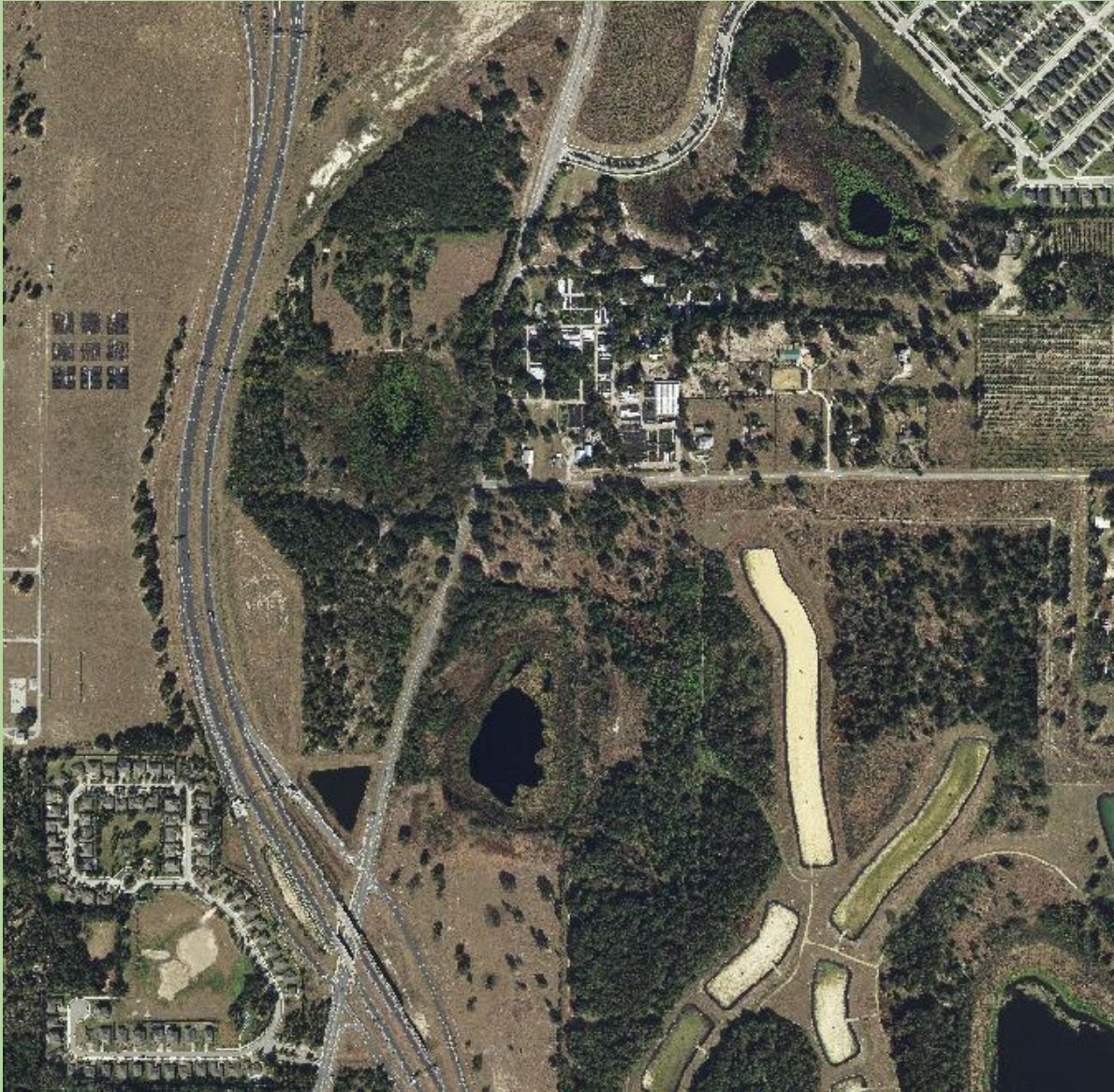


ADJACENT USES



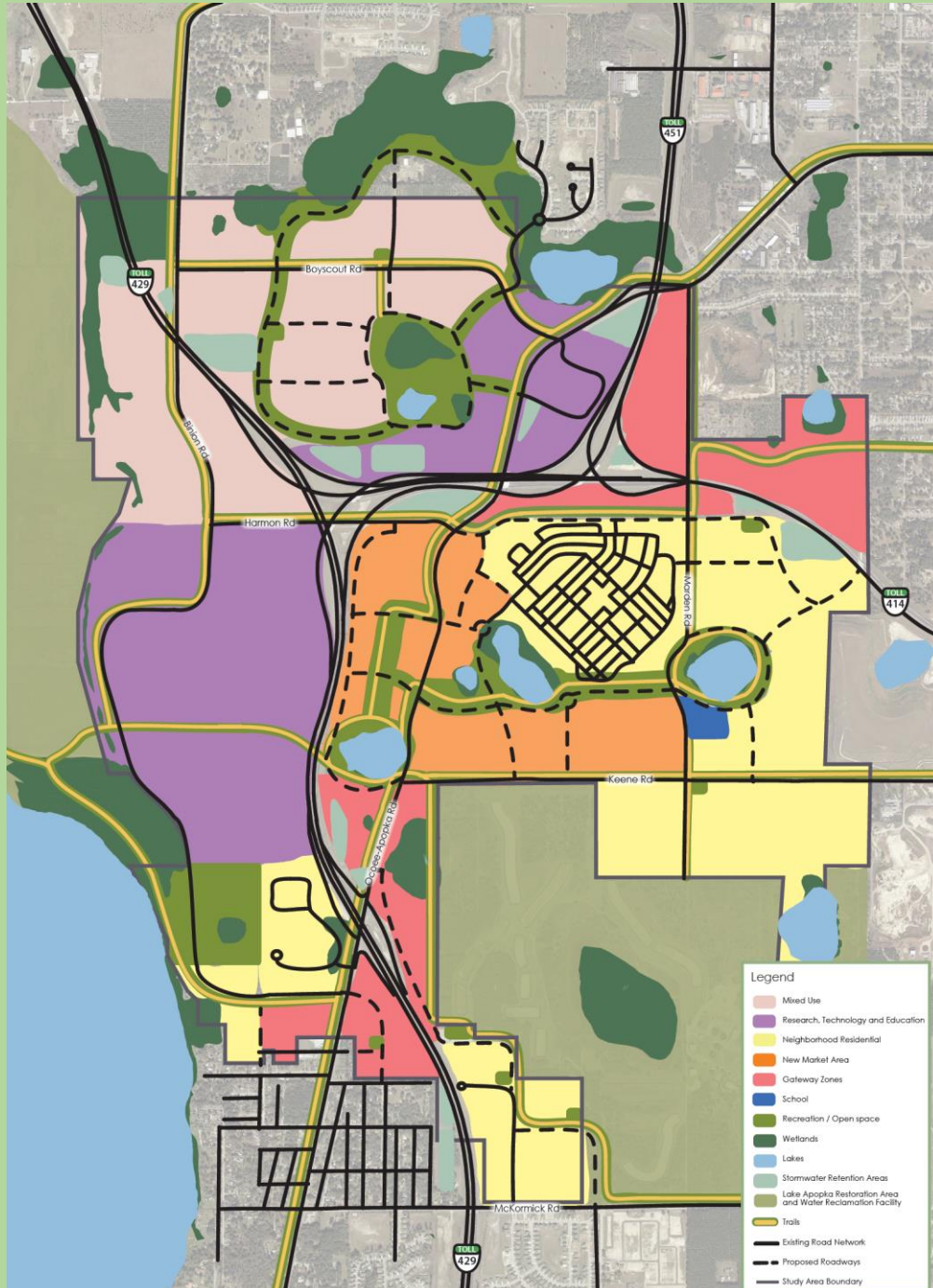


EXISTING USES



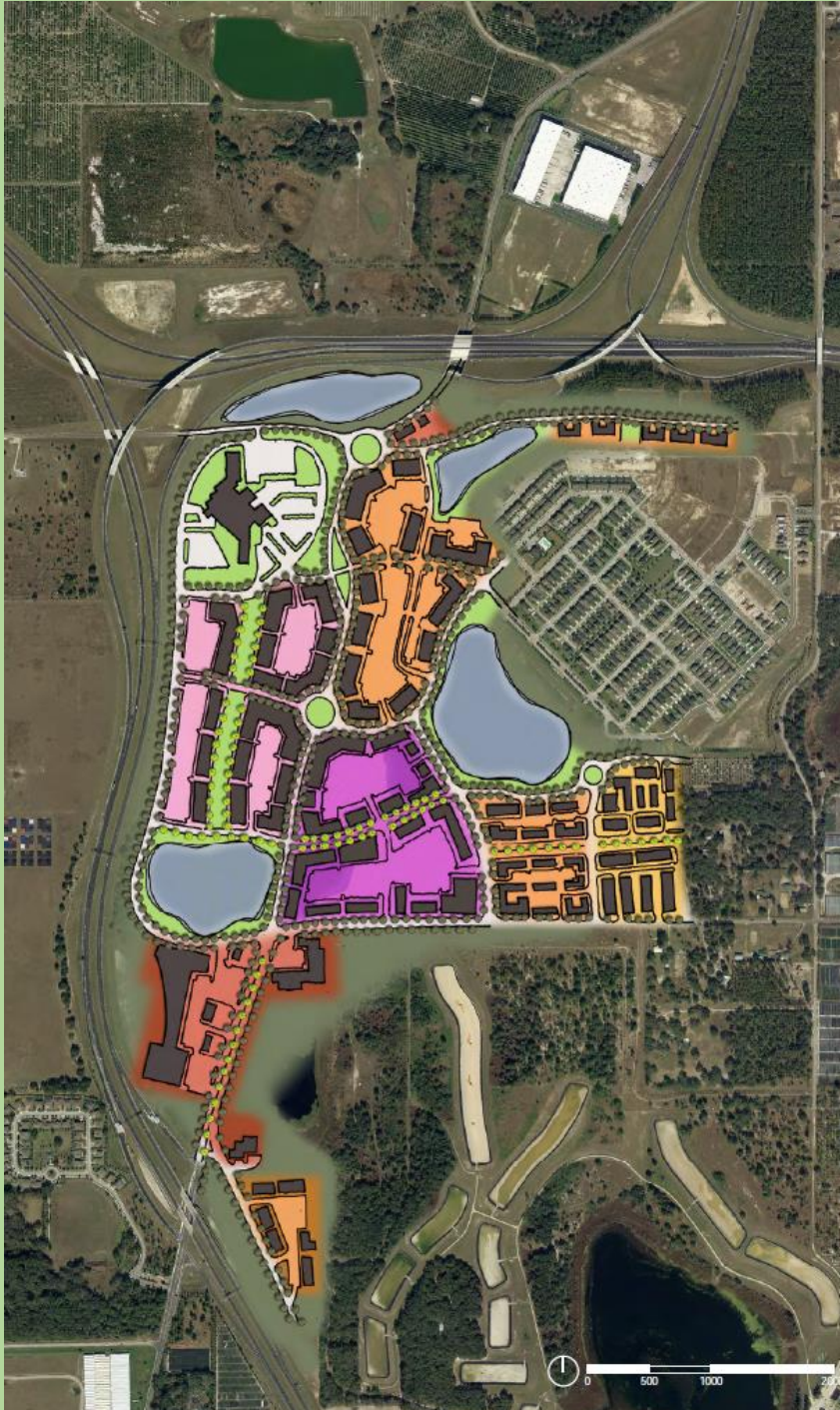


OCOEE APOPKA ROAD SMALL AREA STUDY CONCEPTUAL LAND USE MAP #1





OCOEE APOPKA ROAD SMALL AREA STUDY SCENARIO MAP #1



COMMERCIAL



MULTI FAMILY



TOWNHOUSE



OFFICE



TOWN CENTER





OCOEE APOPKA ROAD SMALL AREA STUDY SCENARIO MAP #2



ORDINANCE NO. 2551

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING THE FUTURE LAND USE DESIGNATION FROM OFFICE (MAX 0.3 FAR) AND RESIDENTIAL LOW (0-5 DU/AC) TO MIXED USE FOR CERTAIN REAL PROPERTY GENERALLY LOCATED EAST OF OCOEE APOPKA ROAD AND NORTH OF KEENE ROAD, COMPRISING 22.4 ACRES, MORE OR LESS AND OWNED BY JOSEPH AND SWANA GATES & OAK ROYAL PROPERTIES, LLC; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Apopka, Florida, on October 2, 1991 adopted Ordinance No. 653 which adopted the Comprehensive Plan for the City of Apopka; and

WHEREAS, the City of Apopka has subsequently amended the Comprehensive Plan for the City of Apopka, most recently through Ordinance No. 2538; and

WHEREAS, the City of Apopka's Local Planning Agency and the City Council have conducted the prerequisite advertised public hearings, as per Chapter 163, Florida Statutes, relative to the transmittal and adoption of this ordinance and the requirements for amendment to the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Apopka, Florida, as follows:

SECTION I: The City of Apopka hereby amends the Future Land Use Element of the adopted Comprehensive Plan as follows:

The Future Land Use Map is hereby amended and replaced in its entirety by Exhibit "A" of this Ordinance, and incorporated herein by reference.

SECTION II: This Ordinance shall become effective following adoption and upon issuance by the Department of Community Affairs or the Administration Commission, as may be applicable, a final order finding the amendment to be in compliance in accordance with Chapter 163.3184.

SECTION III: If any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section or subsection or part of this ordinance.

SECTION IV: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

ORDINANCE NO. 2551
PAGE 2

SECTION V: No development application shall be received by the City until such time as the property owner of the land defined in Exhibit "A" has obtained all necessary school capacity agreement from Orange County Public Schools.

SECTION VI: This Ordinance shall become effective upon issuance of a final order by the Florida Department of Economic Opportunity finding the plan amendment in compliance in accordance with s.163.3184 (2)(a), Florida Statute.

ADOPTED at a regular meeting of the City Council of the City of Apopka, Florida, this 6th day of September, 2017.

READ FIRST TIME: February 1, 2017

READ SECOND TIME
AND ADOPTED: September 6, 2017

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

APPROVED AS TO FORM:

Clifford B. Shepard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: January 20, 2017; August 25, 2017

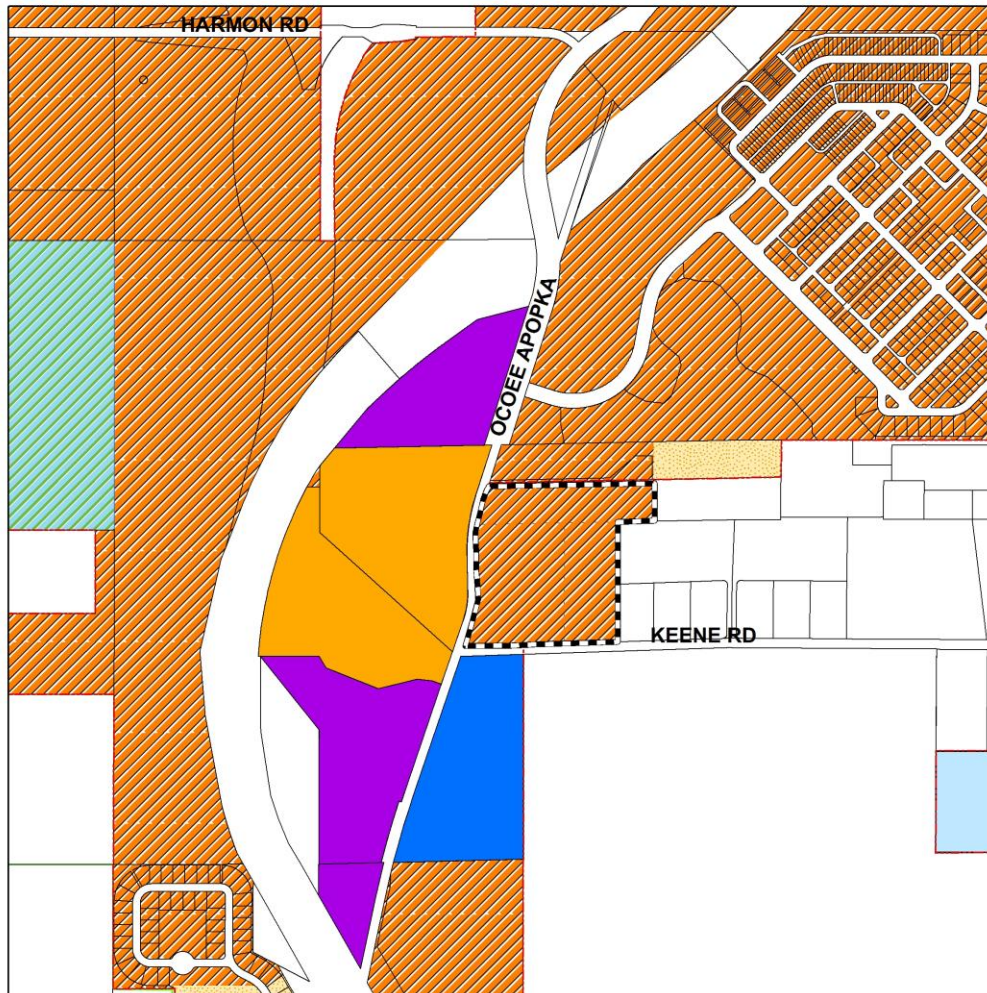


EXHIBIT "A"

Joseph & Swana Gates, Oak Royal Properties, LLC
Property Owner
22.4 +/- Acres

Proposed Large Scale Future Land Use Amendment:
From: Office (max. 0.3 FAR) & Residential Low (0-5 du/ac)
To: Mixed Use

Parcel ID #s: 20-21-28-0000-00-021; 20-21-28-0000-00-024; 20-21-28-0000-00-025



**City of Apopka
 Future Land Use Map**



Legend

- Subject Sites
- City Boundary
- Apopka_Parcels_122116 selection
- JPA Boundary
- Future Land Use**
- Agriculture
- Agriculture Estates
- Agriculture Homestead
- Rural Settlement
- Res. Estates
- Res. Very Low Suburban
- Res. Low Suburban
- Res. Low
- Res. Medium Low
- Res. Medium
- Res. High
- Mixed Use
- Mixed Use*
- Office
- Commercial
- Commercial*
- Industrial
- Industrial*
- Institutional/Public Use
- Conservation
- Parks/Recreation
- ANNEX



Source: City of Apopka and Orange County Property Appaisor
 Note: This map was compiled from the Geographic Information Service and does not reflect an actual survey.
 The City of Apopka does not assume responsibilities for errors or omissions contained hereon.

Backup material for agenda item:

2. Ordinance No. 2560 – Second Reading – Large Scale – Future Land Use Amendment – Legislative David Moon



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: Ordinance

MEETING OF: September 6, 2017
 FROM: Community Development
 EXHIBITS: Land Use Report
 Vicinity Map
 Future Land Use Map
 Adjacent Zoning Map
 Adjacent Uses Map
 Existing Uses Map
 Ordinance No. 2560

SUBJECT: ORDINANCE NO. 2560 - COMPREHENSIVE PLAN AMENDMENT - LARGE SCALE – FUTURE LAND USE AMENDMENT – PROJECT ORLANDO, LLC

REQUEST: ORDINANCE NO. 2560 – SECOND READING - COMPREHENSIVE PLAN AMENDMENT - LARGE SCALE – FUTURE LAND USE AMENDMENT – PROJECT ORLANDO, LLC, FROM RURAL SETTLEMENT (0-1 DU/5 AC) TO RESIDENTIAL VERY LOW SUBURBAN (0-2 DU/AC); (PARCEL ID #S 24-20-27-0000-00-005 & 24-20-27-0000-00-076).

OWNER/APPLICANT: Project Orlando LLC c/o James Welborn

LOCATION: North of Ponkan Road, east of Golden Gem Road

EXISTING USE: Container nursery

CURRENT ZONING: AG (Agriculture)

PROPOSED DEVELOPMENT: Vacant

PROPOSED ZONING: A zoning application will be processed during or within six months of the e FLUM adoption hearing.

TRACT SIZE: 23.43 +/- acres

MAXIMUM ALLOWABLE DEVELOPMENT: EXISTING: 4 units
 PROPOSED: 46 single-family units

FUNDING SOURCE:

N/A

DISTRIBUTION

Mayor Kilsheimer
 Commissioners
 City Administrator
 Community Development Director

Finance Director
 HR Director
 IT Director
 Police Chief

Public Services Director
 Recreation Director
 City Clerk
 Fire Chief

ADDITIONAL COMMENTS: The subject parcels were annexed into the City of Apopka on September 7, 2007. The applicant requests a future land use designation of Residential Very Low Suburban. The request is compatible with surrounding future land use designations and adjacent uses. As a “Large-Scale” Future Land Use Amendment (i.e., ten or more acres), this application will be transferred to State agencies for consistency review with State policies.

COMPREHENSIVE PLAN COMPLIANCE: The proposed use of the property is compatible with the character of the surrounding area and is consistent with the Residential Very Low Suburban land use designation. City planning staff supports the FLUM amendment given the consistency with the Comprehensive Plan policies listed below and the intent of the proposed development as a single-family residential community see (Land Use Analysis below). Site development cannot exceed the intensity allowed by the Future Land Use policies.

Future Land Use Element

1. **Policy 3.1.c** The primary use shall be residential dwelling units up to 2 dwelling units per acre, elementary schools; middle schools; supporting infrastructure of less than two acres, neighborhood parks.

The applicant’s wish to develop the properties for a single-family residential subdivision, which is consistent with Policy 3.1.c.

2. **Policy 3.14** The City shall consider the following when evaluating land use amendments, especially changes from very low density categories to higher density categories and voluntary annexation requests:

- Whether the amendment demonstrates a functional relationship of the proposed amendment to other more densely or intensely designated or development lands;
- The availability of public facilities and water supplier to service a more dense or intense land use; and
- Multi-modal transportation linkages between proposed residential use and neighborhood.

The request for single-family residential development at two (2) dwelling units per acre provides for a transition between the Zellwood Station mobile home and golf development to the south and the rural and single-family homes at lower densities adjacent to the subject properties. Any future residential development will require connection to city water/sewer.

3. **Policy 3.2** Development and redevelopment shall be integrated with the adjacent land uses through: (1) the creation of like uses; or (2) creation of complementary uses; or (3) mitigation of adverse impacts.

The proposed use for the subject properties as a low-density single-family residential development is consistent with the current and future proposed development of the surrounding area. Residential Very Low Suburban future land use designation is within proximity to the subject properties, and is compatible with single-family residential homes immediately adjacent to the subject properties. Any future single-family community will require as part of residential zoning requirements to provide landscape buffers and walls as part of the zoning site requirements to mitigate any adverse impacts.

4. **Policy 3.5** Residential development north of Ponkan Road and west of Rock Springs Road (Park Avenue) will be restricted to no more than two dwelling units per acre, unless otherwise authorized through the adopted Wekiva Parkway Interchange Plan.

The subject properties are located north of Ponkan Road and west of Rock Springs Road. These sites are not within the Wekiva Parkway Interchange Vision Plan area; the request for a Residential Low

land use designation, which allows for a maximum density of two dwelling units per acre is consistent with this policy.

SCHOOL CAPACITY REPORT: An executed capacity enhancement agreement with Orange County Public Schools will be required prior to adoption of the future land use amendment or a clause shall be placed in the adopting ordinance that no development application shall be received by the City until a capacity enhancement agreement or letter of capacity determination has been received from OCPS.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on January 13, 2017.

PUBLIC HEARING SCHEDULE:

February 14, 2017 – Planning Commission (5:30 pm)

March 1, 2017 – City Council (1:30 pm) - 1st Reading & Transmittal

DULY ADVERTISED:

February 3, 2017 – Public Notice and Notification

August 25, 2017– Ordinance Heading & Public Notice ¼ Page Ad w/Map

RECOMMENDATION ACTION:

The **Development Review Committee** finds that the requested future land use amendment is compatible with the character of the surrounding area and is consistent with the land use designation; and recommended approval of the Future Land Use amendment from Rural Settlement (0-1 du/5 ac) to Residential Very Low Suburban (0-2 du/ac); and transmittal to the Florida Department for the property owned by Project Orlando, LLC, subject to the information and findings in the staff report.

The **Planning Commission**, at its meeting on February 14, 2017, found that the requested future land use amendment is compatible with the character of the surrounding area and is consistent with the land use designation; and unanimously recommended approved of the change in Future Land Use from Rural Settlement (0-1 du/5 ac) to Residential Very Low Suburban (0-2 du/ac) for the property owned by Project Orlando, LLC, subject to the information and findings in the staff report; and transmittal to the Florida Department of Economic Opportunity.

The **City Council**, at its meeting on March 1, 2017, accepted the First Reading of Ordinance No. 2560; and authorized transmittal to the Florida Department of Economic Opportunity.

City Council Adoption Hearing: Adopt Ordinance 2560.

Note: This item is considered legislative. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

LAND USE REPORT

I. RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City & County)	“City” Conservation & “County” Rural (0-1 du/ac)	“City” A-1 (ZIP) & “County” A-1	Vacant
East (County)	Rural (0-1 du/10 ac)	A-1	Mobile home
South (County)	Rural (0-1 du/10 ac)	P-D	R-0-W & Vacant (Zellwood Country Club)
West (County)	Rural (0-1 du/10 ac)	A-1	Single-family residences

The property has access from the south to W Ponkan Road.

II. LAND USE ANALYSIS

The subject properties are located within an area with land uses that permit low density residential development, including “City” Residential Very Low Suburban land uses less than a quarter-mile east of the subject sites.

City owned conservation properties and other rural, less intense uses to the north. The proposed use as single-family residential is consistent as single-family residences to the west and east, as well as and Zellwood Station, a higher-density golf course and mobile home community to the south of W Ponkan Road.

Therefore, the proposed Residential Very Low Suburban future land use designation is consistent with the general future land use character and long-range planning goals of the surrounding area.

Wekiva River Protection Area: No
 Area of Critical State Concern: No
 DRI / FQD: No

JPA: The City of Apopka and Orange County entered into a Joint Planning Area (JPA) agreement on October 26, 2004. The subject property is located within the “Northern Tier” of the JPA. Orange County government has been notified of the proposed FLUM amendment and has not objected.

Transportation: Road access to the site from W. Ponkan Road to the south.

Wekiva Parkway and Protection Act: The proposed amendment has been evaluated against the adopted Wekiva Study Area Comprehensive Plan policies. The proposed amendment is consistent with the adopted mandates and requirements. The proposed Future Land Use Map (FLUM) amendment has been reviewed against the best available data, with regard to aquifer and groundwater resources. The City of Apopka's adopted Comprehensive Plan addresses aquifer recharge and storm water run-off through the following policies:

- Future Land Use Element, Policies 4.16, 14.4, 15.1, 16.2 and 18.2
- Infrastructure Element, Policies 1.5.5, 4.2.7, 4.4, 4.4.1, 4.4.2 and 4.4.3
- Conservation Element, Policy 3.18

Karst Features: The Karst Topography Features Map from the Florida Department of Environmental Protection shows that there are karst features on this property.

Analysis of the character of the Property: The current use of the properties are vacant. The dominant soil, Candler Fine Sand, has a 0-5 percent slope.

CITY COUNCIL – SEPTEMBER 6, 2017
PROJECT ORLANDO, LLC – LARGE SCALE FUTURE LAND USE AMENDMENT
PAGE 5

Analysis of the relationship of the amendment to the population projections: These properties were annexed into the City on September 7, 2005. Based on the adoption of the JPA, the size of the property, and the proposed land use change, the amendment will increase the population if developed.

CALCULATIONS: ADOPTED: 4 x 2.659 p/h = 11 persons
 PROPOSED: 46 x 2.659 p/h = 122 persons

Housing Needs: This amendment is to change the future land use to a future land use designation that permits residential uses, and will increase the number of available housing units in the City of Apopka.

Habitat for species listed as endangered, threatened or of special concern: A habitat study is required for developments greater than ten (10) acres in size. At the time the Master Site Plan or Preliminary Development Plan is submitted to the City, the development applicant must conduct a species survey and submit a habitat management plan if any threatened or endangered species are identified within the project site.

Transportation: The City of Apopka is a Transportation Concurrency Exception Area. Refer to Chapter 3 of the City of Apopka 2010 Comprehensive Plan.

Sanitary Sewer Analysis

1. Facilities serving the site; current LOS; and LOS standard: None; 81 GPCD; 81 GPD

If the site is not currently served, please indicate the designated service provider: City of Apopka

2. Projected total demand under existing designation: 784 GPD

3. Projected total demand under proposed designation: 9,016 GPD

4. Capacity available: Yes

5. Projected LOS under existing designation: 81 GPD/Capita

6. Projected LOS under proposed designation: 81 GPD/Capita

7. Improved/expansions already programmed or needed as a result if proposed amendment: None

Potable Water Analysis

1. Facilities serving the site; current LOS; and LOS standard: None; 177 GPCD; 177 GPD

If the site is not currently served, please indicate the designated service provider: City of Apopka

2. Projected total demand under existing designation: 840 GPD

3. Projected total demand under proposed designation: 9,660 GPD

4. Capacity available: Yes

5. Projected LOS under existing designation: 177 GPCD

6. Projected LOS under proposed designation: 177 GPCD

7. Improved/expansions already programmed or needed as a result of the proposed amendment: None

8. Parcel located within the reclaimed water service area: Yes

Solid Waste

1. Facilities serving the site: City of Apopka
2. If the site is not currently served, please indicate the designated service provider:
City of Apopka
3. Projected LOS under existing designation: 44 lbs./person/day
4. Projected LOS under proposed designation: 488 lbs./person/day
5. Improved/expansions already programmed or needed as a result of the proposed amendment: None

This initial review does not preclude conformance with concurrency requirements at the time of development approval.

Infrastructure Information

Water treatment plant permit number: CUP No. 3217

Permitting agency: St. John's River Water Management District

Permitted capacity of the water treatment plant(s): 21,981 mil. GPD

Total design capacity of the water treatment plant(s): 33,696 mil. GPD

Availability of distribution lines to serve the property: Yes

Availability of reuse distribution lines available to serve the property: Yes

Drainage Analysis

1. Facilities serving the site: None
2. Projected LOS under existing designation: 100 year - 24 hour design storm event.
3. Projected LOS under proposed designation: 100 year - 24 hour design storm event.
4. Improvement/expansion: On-site retention/detention pond

Recreation

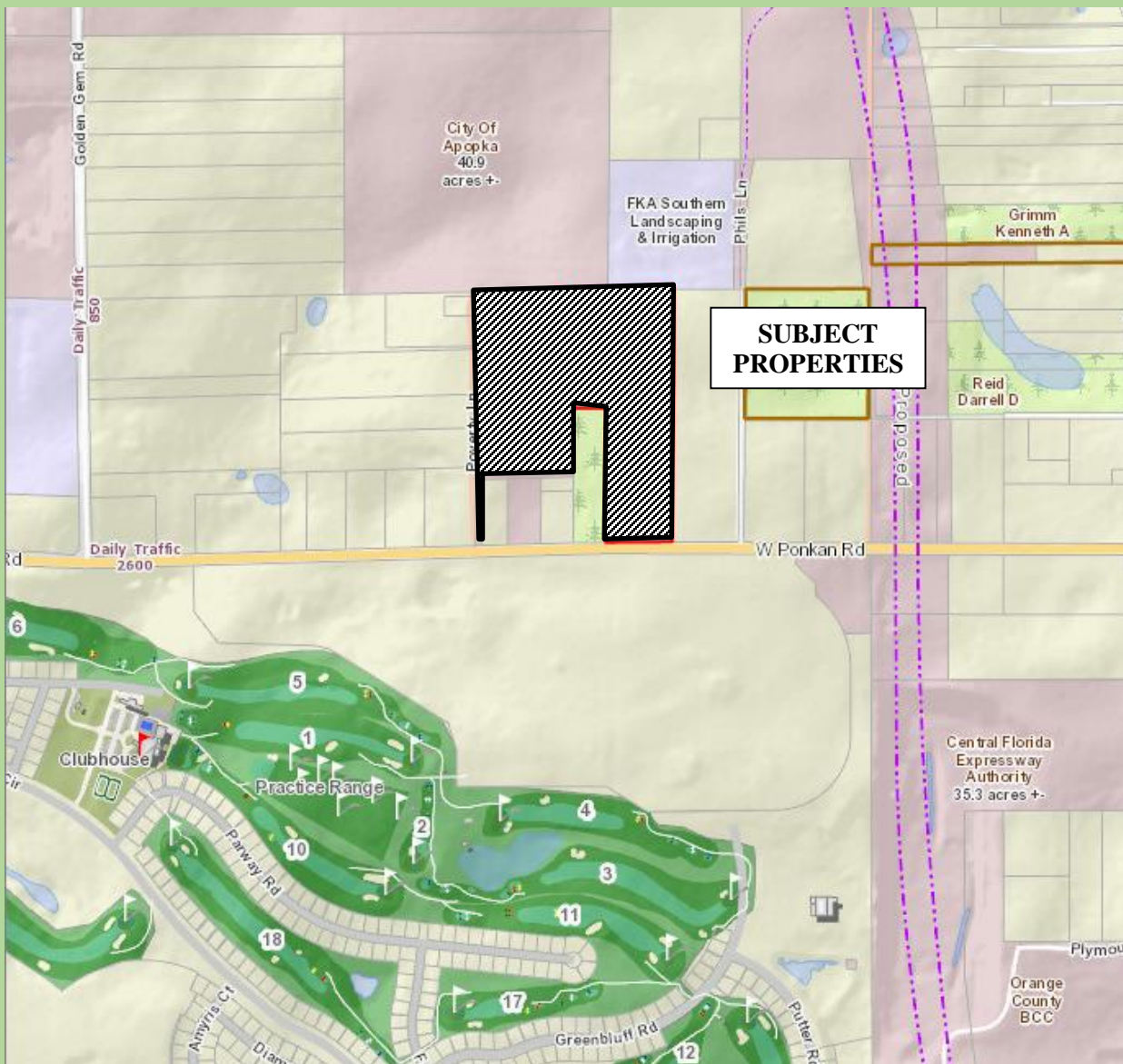
1. Facilities serving the site; LOS standard: City of Apopka Parks System; 3 AC/1000 capita
2. Projected facility under existing designation: 0.033 AC
3. Projected facility under proposed designation: 0.366 AC
4. Improvement/expansions already programmed or needed as a result of the proposed amendment: None.

This initial review does not preclude conformance with concurrency requirements at the time of development approval.



Project Orlando LLC
Property Owner
23.43 +/- Acres
Proposed Large Scale Future Land Use Amendment:
From: Rural Settlement (0-1 du/5 ac)
To: Residential Very Low Suburban (0-2 du/ac)
Proposed Change of Zoning:
From: AG (Agriculture)
To: TBD at time of FLUM adoption
Parcel ID #s: 24-20-27-0000-00-005 & 24-20-27-0000-00-076

VICINITY MAP



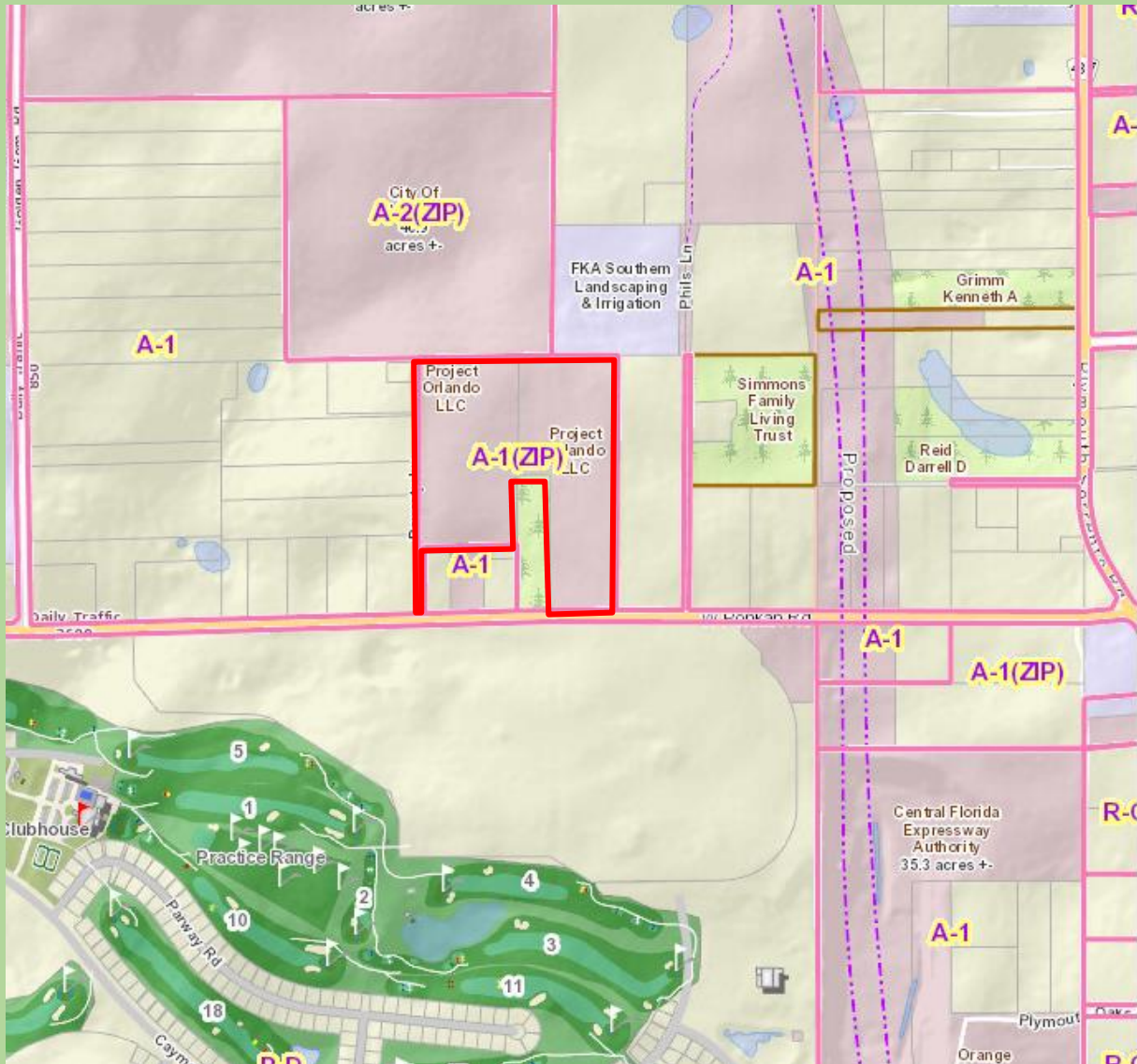


FUTURE LAND USE MAP





ADJACENT ZONING





ADJACENT USES





EXISTING USES



ORDINANCE NO. 2560

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING THE FUTURE LAND USE DESIGNATION FROM RURAL SETTLEMENT (0-1 DU/5 AC) TO RESIDENTIAL VERY LOW SUBURBAN (0-2 DU/AC) FOR CERTAIN REAL PROPERTY GENERALLY LOCATED NORTH OF PONKAN ROAD AND EAST OF GOLDEN GEM ROAD, COMPRISING 23.43 ACRES, MORE OR LESS AND OWNED BY PROJECT ORLANDO, LLC; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Apopka, Florida, on October 2, 1991 adopted Ordinance No. 653 which adopted the Comprehensive Plan for the City of Apopka; and

WHEREAS, the City of Apopka has subsequently amended the Comprehensive Plan for the City of Apopka, most recently through Ordinance No. 2552; and

WHEREAS, the City of Apopka's Local Planning Agency and the City Council have conducted the prerequisite advertised public hearings, as per Chapter 163, Florida Statutes, relative to the transmittal and adoption of this ordinance and the requirements for amendment to the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Apopka, Florida, as follows:

SECTION I: The City of Apopka hereby amends the Future Land Use Element of the adopted Comprehensive Plan as follows:

The Future Land Use Map is hereby amended and replaced in its entirety by Exhibit "A" of this Ordinance, and incorporated herein by reference.

SECTION II: This Ordinance shall become effective following adoption and upon issuance by the Department of Community Affairs or the Administration Commission, as may be applicable, a final order finding the amendment to be in compliance in accordance with Chapter 163.3184.

SECTION III: If any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section or subsection or part of this ordinance.

SECTION IV: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION V: No development application shall be received by the City until such time as the property owner of the land defined in Exhibit "A" has obtained all necessary school capacity agreement from Orange County Public Schools.

ORDINANCE NO. 2560
PAGE 2

SECTION VI: This Ordinance shall become effective upon issuance of a final order by the Florida Department of Economic Opportunity finding the plan amendment in compliance in accordance with s.163.3184 (2)(a), Florida Statute.

ADOPTED at a regular meeting of the City Council of the City of Apopka, Florida, this 6th day of September, 2017.

READ FIRST TIME: March 1, 2017

READ SECOND TIME
AND ADOPTED: September 6, 2017

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

APPROVED AS TO FORM:

Clifford B. Shepard, City Attorney

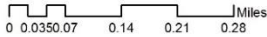
DULY ADVERTISED FOR PUBLIC HEARING: February 3, 2017; August 25, 2017

EXHIBIT "A"

Project Orlando LLC
Property Owner
23.43 +/- Acres
Proposed Large Scale Future Land Use Amendment:
From: Rural Settlement (0-1 du/5 ac)
To: Residential Very Low Suburban (0-2 du/ac)
Proposed Change of Zoning:
From: AG (Agriculture)
To: TBD at time of FLUM adoption
Parcel ID #s: 24-20-27-0000-00-005; 24-20-27-0000-00-076



**City of Apopka
Future Land Use Map**



Source: City of Apopka and Orange County Property Appraiser
 Note: This map was compiled from the Geographic Information Service and does not reflect an actual survey.
 The City of Apopka does not assume responsibilities for errors or omissions contained hereon.

Legend	
	Subject Sites
	City Boundary
	JPA Boundary
Future Land Use	
	Rural Settlement
	Agriculture
	Agriculture Estates
	Agriculture Homestead
	Res. Estates
	Res. Very Low Suburban
	Res. Low Suburban
	Res. Low
	Res. Medium Low
	Res. Medium
	Res. High
	Mixed Use
	Mixed Use*
	Office
	Commercial
	Commercial*
	Industrial
	Industrial*
	Institutional/Public Use
	Conservation
	Parks/Recreation
	ANNEX



Backup material for agenda item:

3. Ordinance No. 2565 – Second Reading – Large Scale – Future Land Use Amendment – Legislative David Moon



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER: Ordinance

MEETING OF: September 6, 2017
 FROM: Community Development
 EXHIBITS: Land Use Report
 Vicinity Map
 Future Land Use Map
 Adjacent Zoning Map
 Adjacent Uses Map
 Existing Uses Map
 Ordinance No. 2565

SUBJECT: ORDINANCE NO. 2565 - COMPREHENSIVE PLAN AMENDMENT - LARGE SCALE – FUTURE LAND USE AMENDMENT – AMERIGO FARMS, INC. – ADOPTION HEARING

REQUEST: ORDINANCE NO. 2565 - SECOND READING - COMPREHENSIVE PLAN AMENDMENT - LARGE SCALE – FUTURE LAND USE AMENDMENT – AMERIGO FARMS, INC., FROM MIXED USE TO AGRICULTURE (0-1 DU/5 AC); (PARCEL ID # 19-20-28-0000-00-013)

OWNER: Amerigo Farms, Inc.
APPLICANT: Jonathan Huels, Esquire, - Lowndes, Drosdick, Doster, Kantor & Reid
LOCATION: 3477 Plymouth Sorrento Road
EXISTING USE: Vacant
CURRENT ZONING: Mixed-CC (Mixed Use – Community Center)
PROPOSED DEVELOPMENT: Agricultural and\ or single-family residence (1 un\5 ac)
PROPOSED ZONING: A zoning application will be processed during or within six months of the FLUM adoption hearing.
TRACT SIZE: 32.33 +/- acres
MAXIMUM ALLOWABLE DEVELOPMENT: EXISTING: 242 units
 PROPOSED: 6 single-family units

FUNDING SOURCE:

N/A

DISTRIBUTION

Mayor Kilsheimer
 Commissioners
 City Administrator
 Community Development Director

Finance Director
 HR Director
 IT Director
 Police Chief

Public Services Director
 Recreation Director
 City Clerk
 Fire Chief

ADDITIONAL COMMENTS: The subject parcels were annexed into the City of Apopka on December 16, 1992. The applicant/property owner requests a future land use designation of Agriculture to accommodate container nurseries. The proposed amendment compatible with surrounding future land use designations and adjacent uses. As a “Large-Scale” Future Land use Amendment (i.e., ten or more acres), this application will be transferred to State agencies for consistency review with State policies.

COMPREHENSIVE PLAN COMPLIANCE: The proposed use of the property for future agricultural production or single-family residential is compatible with the character of the surrounding area and is consistent with the Agriculture land use designation. City planning staff supports the FLUM amendment given the consistency with the Comprehensive Plan policies listed below and the intent of the proposed development as a single-family residential community see (Land Use Analysis below). Site development cannot exceed the intensity allowed by the Future Land Use policies.

Future Land Use Element

1. **Policy 3.2** Development and redevelopment shall be integrated with the adjacent land uses through: (1) the creation of like uses; or (2) creation of complementary uses; or (3) mitigation of adverse impacts.

The proposed Agriculture future land use designation for the subject property is compatible with the adjacent “County” Rural future land use designations and consistent with the existing uses within the surrounding area. Therefore, the proposed future land use designation is consistent with Policy 3.2.

2. **Policy 3.5** Residential development north of Ponkan Road and west of Rock Springs Road (Park Avenue) will be restricted to no more than two dwelling units per acre, unless otherwise authorized through the adopted Wekiva Parkway Interchange Plan.

The subject property is located north of Ponkan Road and west of Rock Springs Road. This site is not within the Wekiva Parkway Interchange Vision Plan area; the request for an Agriculture future land use designation, which allows for a maximum density of one dwelling units per five acres is consistent with this policy.

SCHOOL CAPACITY REPORT: The proposed future land use designation will permit a maximum density of residential units that is considered de minimus and, therefore, a school capacity determination is not required. Potential school children generated from any home construction at the subject site will decrease.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on March 10, 2017.

PUBLIC HEARING SCHEDULE:

April 11, 2017 – Planning Commission (5:30 pm)
May 3, 2017 – City Council (1:30 pm) - 1st Reading & Transmittal

DULY ADVERTISED:

March 24, 2017 – Public Notice and Notification
August 25, 2017– Ordinance Heading & Public Notice ¼ Page Ad w/Map

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval to transmit a change in Future Land Use from Mixed Use to Agriculture (0-1 du/5 ac) for the property owned by Amerigo Farms, Inc, subject to the information and findings in the staff report.

The **Planning Commission**, at its regularly scheduled meeting on April 11, 2017, voted unanimously to recommend transmittal of the proposed Future Land Use map amendment from Mixed Use to Agriculture (0-1 du/5 ac) for property owned by Amerigo Farms, Inc.

The **City Council**, at its on May 3, 2017, accepted the First Reading of Ordinance No. 2565; and authorized transmittal to the Florida Department of Economic Opportunity.

City Council 2nd Reading: Adopt Ordinance 2565.

Note: This item is considered legislative. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

LAND USE REPORT

I. RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (County)	Rural (0-1 du/10 ac)	A-1	Single-family residences & vacant
East (City)	Mixed Use	Mixed-CC	Single-family residence
South (County)	Rural (0-1 du/10 ac)	P-D	Single-family residences
West (County)	Rural (0-1 du/10 ac)	A-1	Single-family residence

The property has access from the west to Plymouth Sorrento Road.

II. LAND USE ANALYSIS

The subject property is located within an area predominated by single-family residences and rural character, including container nurseries.

“County” Rural (0-1 du/10 ac) abuts the subject property to the north, south and west. The property to the east has a “City” Mixed Use future land use and zoning, but is used currently as a single-family residence.

Therefore, the proposed Agriculture future land use designation is consistent with the general future land use character and uses within the surrounding area.

Wekiva River Protection Area: No
 Area of Critical State Concern: No
 DRI / FQD: No

JPA: The City of Apopka and Orange County entered into a Joint Planning Area (JPA) agreement on October 26, 2004. The subject property is located within the “Northern Tier” of the JPA. Orange County government has been notified of the proposed FLUM amendment and has not objected.

Transportation: Road access to the site from Plymouth Sorrento Road to the east.

Wekiva Parkway and Protection Act: The proposed amendment has been evaluated against the adopted Wekiva Study Area Comprehensive Plan policies. The proposed amendment is consistent with the adopted mandates and requirements. The proposed Future Land Use Map (FLUM) amendment has been reviewed against the best available data, with regard to aquifer and groundwater resources. The City of Apopka's adopted Comprehensive Plan addresses aquifer recharge and storm water run-off through the following policies:

- Future Land Use Element, Policies 4.16, 14.4, 15.1, 16.2 and 18.2
- Infrastructure Element, Policies 1.5.5, 4.2.7, 4.4, 4.4.1, 4.4.2 and 4.4.3
- Conservation Element, Policy 3.18

Karst Features: The Karst Topography Features Map from the Florida Department of Environmental Protection shows that there are no karst features on this property.

Analysis of the character of the Property: The current use of the properties are vacant. The dominant soil, Candler Fine Sand, has a 0-5 percent slope.

Analysis of the relationship of the amendment to the population projections: These properties were annexed into the City on December 16, 1992. Based on the adoption of the JPA, the size of the property, and the proposed land use change, the amendment will increase the population if developed.

CALCULATIONS:

ADOPTED: 242 x 2.659 p/h = 643 persons

PROPOSED: 6 x 2.659 p/h = 15 persons

Housing Needs: This amendment is to change the future land use to a future land use designation that permits residential uses, and will increase the number of available housing units in the City of Apopka.

Habitat for species listed as endangered, threatened or of special concern: A habitat study is required for developments greater than ten (10) acres in size. At the time the Master Site Plan or Preliminary Development Plan is submitted to the City, the development applicant must conduct a species survey and submit a habitat management plan if any threatened or endangered species are identified within the project site.

Transportation: The City of Apopka is a Transportation Concurrency Exception Area. Refer to Chapter 3 of the City of Apopka 2010 Comprehensive Plan.

Sanitary Sewer Analysis

1. Facilities serving the site; current LOS; and LOS standard: None ; 81 GPCD; 81 GPD

If the site is not currently served, please indicate the designated service provider: City of Apopka

2. Projected total demand under existing designation: 784 GPD

3. Projected total demand under proposed designation: 9,016 GPD

4. Capacity available: Yes

5. Projected LOS under existing designation: 81 GPD/Capita

6. Projected LOS under proposed designation: 81 GPD/Capita

7. Improved/expansions already programmed or needed as a result if proposed amendment: None

Potable Water Analysis

1. Facilities serving the site; current LOS; and LOS standard: None ; 177 GPCD; 177 GPD

If the site is not currently served, please indicate the designated service provider:
City of Apopka

2. Projected total demand under existing designation: 840 GPD

3. Projected total demand under proposed designation: 9,660 GPD

4. Capacity available: Yes

5. Projected LOS under existing designation: 177 GPCD

6. Projected LOS under proposed designation: 177 GPCD

7. Improved/expansions already programmed or needed as a result of the proposed amendment: None
8. Parcel located within the reclaimed water service area: Yes

Solid Waste

1. Facilities serving the site: City of Apopka
2. If the site is not currently served, please indicate the designated service provider:
City of Apopka
3. Projected LOS under existing designation: 44 lbs./person/day
4. Projected LOS under proposed designation: 488 lbs./person/day
5. Improved/expansions already programmed or needed as a result of the proposed amendment: None

This initial review does not preclude conformance with concurrency requirements at the time of development approval.

Infrastructure Information

- Water treatment plant permit number: CUP No. 3217
- Permitting agency: St. John's River Water Management District
- Permitted capacity of the water treatment plant(s): 21,981 mil. GPD
- Total design capacity of the water treatment plant(s): 33,696 mil. GPD
- Availability of distribution lines to serve the property: Yes
- Availability of reuse distribution lines available to serve the property: Yes

Drainage Analysis

1. Facilities serving the site: None
2. Projected LOS under existing designation: 100 year - 24 hour design storm event.
3. Projected LOS under proposed designation: 100 year - 24 hour design storm event.
4. Improvement/expansion: On-site retention/detention pond

Recreation

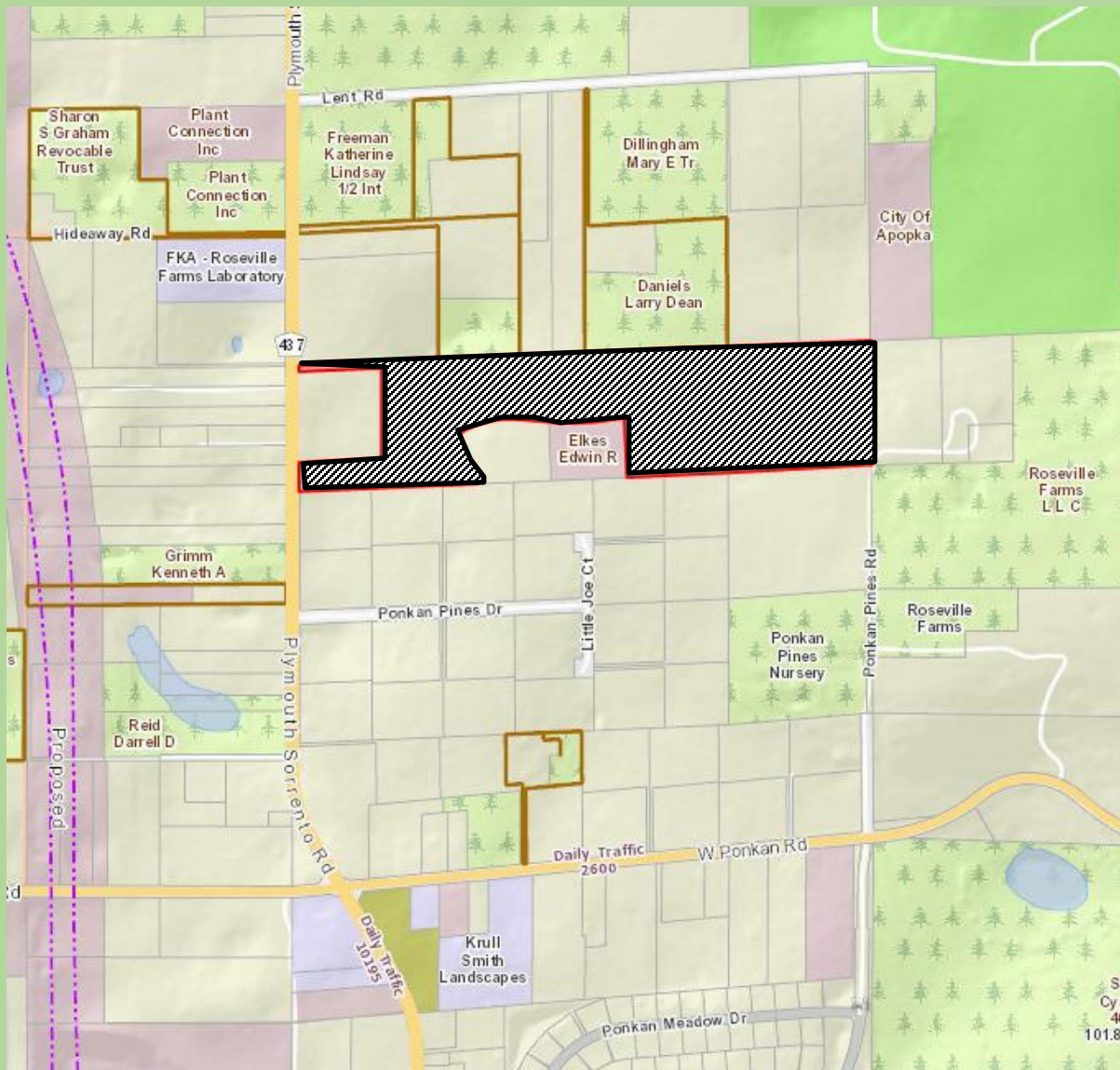
1. Facilities serving the site; LOS standard: City of Apopka Parks System; 3 AC/1000 capita
2. Projected facility under existing designation: 0.033 AC
3. Projected facility under proposed designation: 0.366 AC
4. Improvement/expansions already programmed or needed as a result of the proposed amendment:
None.

This initial review does not preclude conformance with concurrency requirements at the time of development approval.



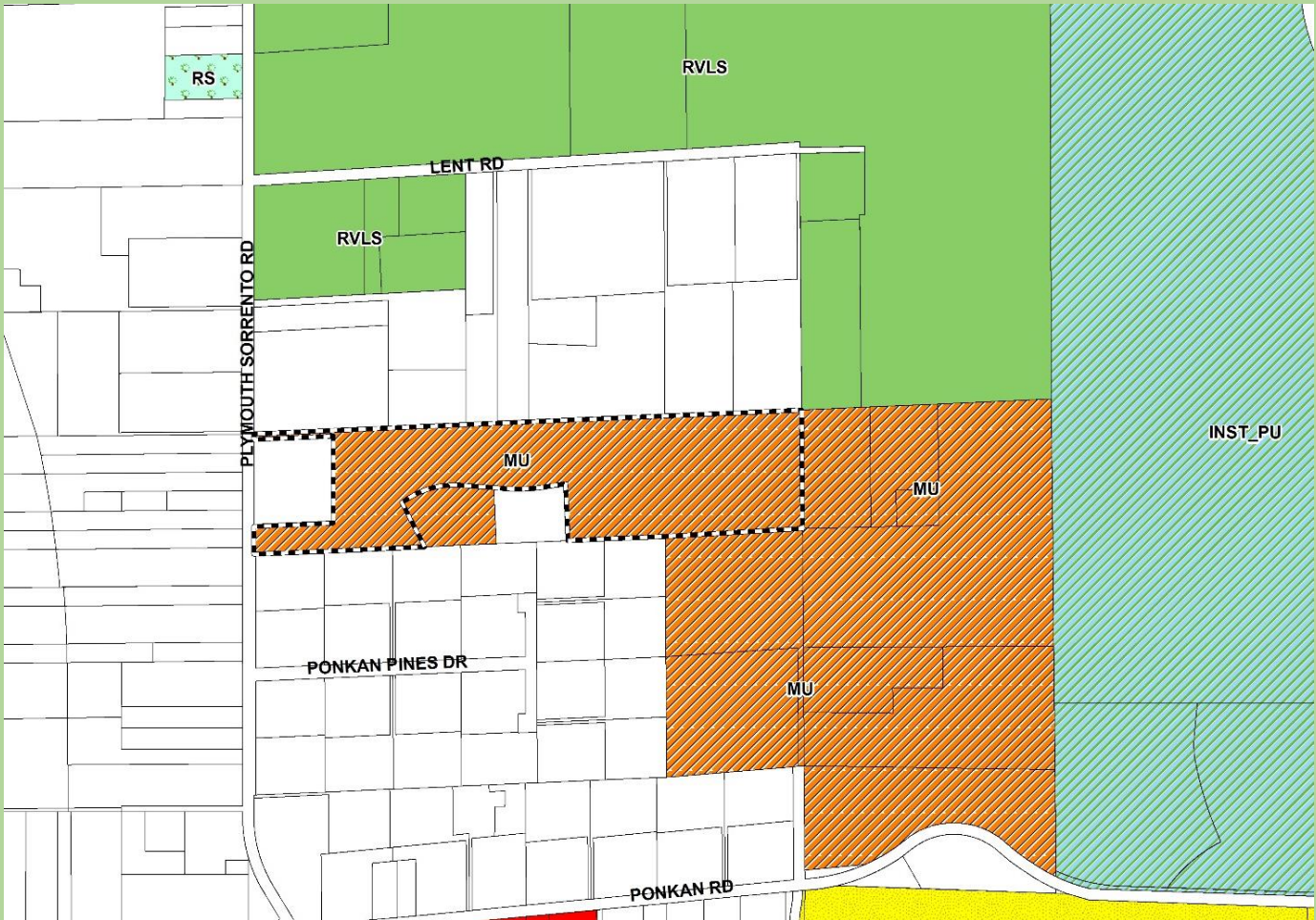
Amerigo Farms, Inc.
Property Owner
32.33 +/- Acres
Proposed Large Scale Future Land Use Amendment:
From: Mixed Use
To: Agriculture (0-1 du/5 ac)
Proposed Change of Zoning:
From: Mixed-CC
To: AG (Agriculture)
Parcel ID #s: 19-20-28-0000-00-013

VICINITY MAP



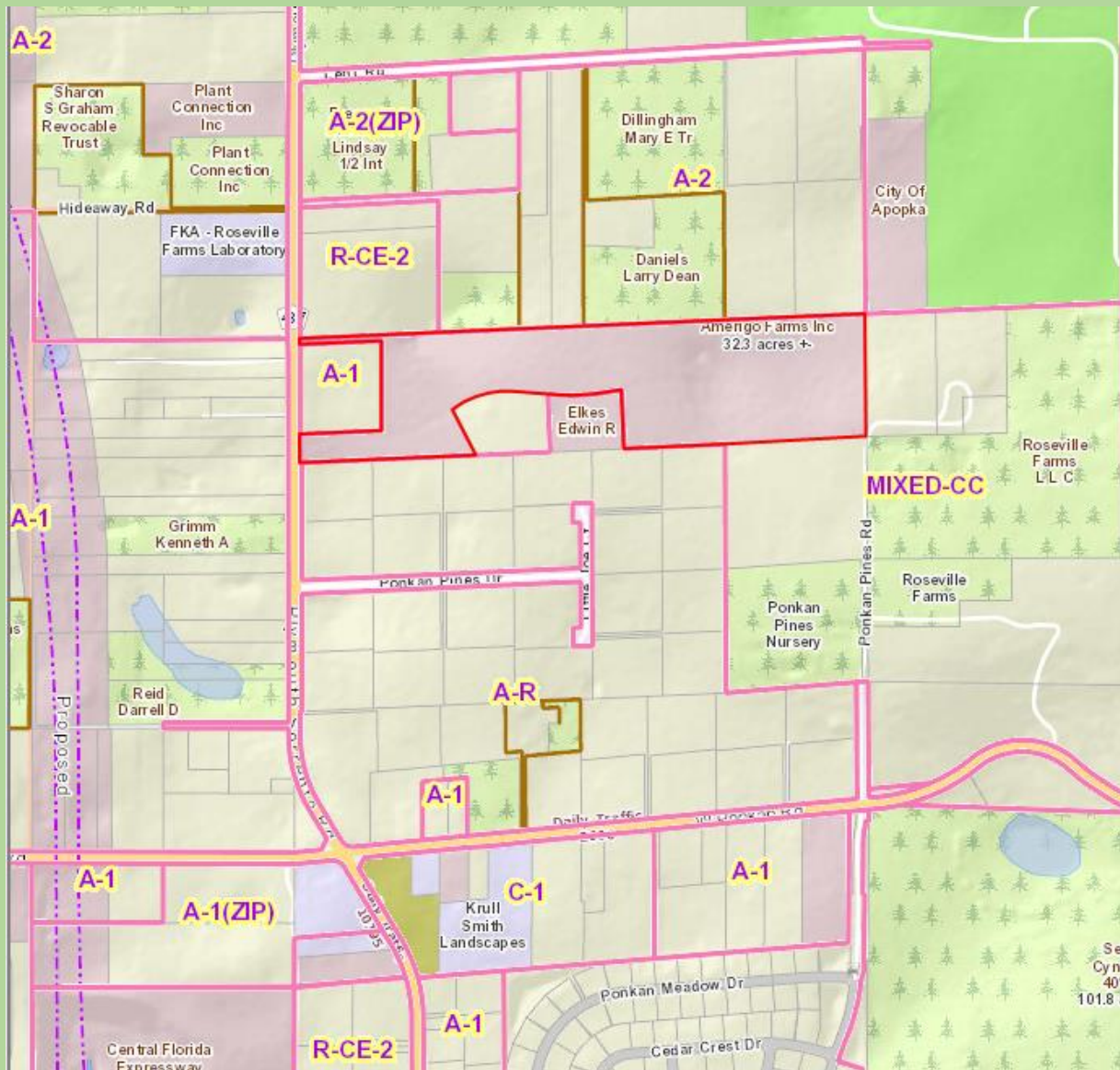


FUTURE LAND USE MAP



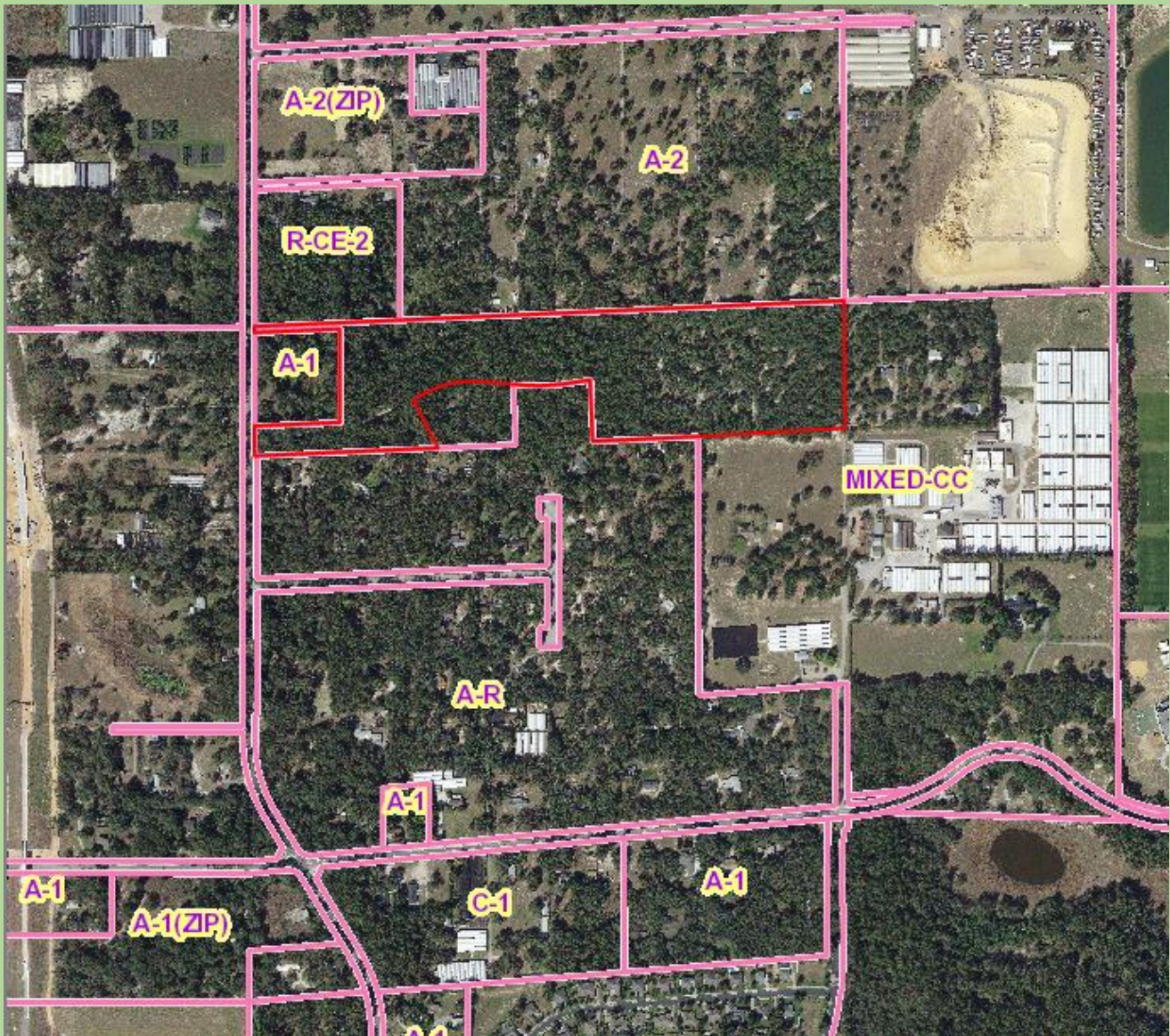


ADJACENT ZONING





ADJACENT USES





EXISTING USES



ORDINANCE NO. 2565

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING THE FUTURE LAND USE DESIGNATION FROM MIXED USE TO AGRICULTURE (0-1 DU/5 AC) FOR CERTAIN REAL PROPERTY GENERALLY LOCATED EAST OF PLYMOUTH SORRENTO ROAD AND NORTH OF PONKAN ROAD, COMPRISING 32.33 ACRES, MORE OR LESS AND OWNED BY AMERIGO FARMS, INC.; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Apopka, Florida, on October 2, 1991 adopted Ordinance No. 653 which adopted the Comprehensive Plan for the City of Apopka; and

WHEREAS, the City of Apopka has subsequently amended the Comprehensive Plan for the City of Apopka, most recently through Ordinance No. 2562; and

WHEREAS, the City of Apopka's Local Planning Agency and the City Council have conducted the prerequisite advertised public hearings, as per Chapter 163, Florida Statutes, relative to the transmittal and adoption of this ordinance and the requirements for amendment to the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Apopka, Florida, as follows:

SECTION I: The City of Apopka hereby amends the Future Land Use Element of the adopted Comprehensive Plan as follows:

The Future Land Use Map is hereby amended for the property identified in Exhibit "A" of this Ordinance, and incorporated herein by reference.

SECTION II: This Ordinance shall become effective following adoption and upon issuance by the Department of Economic Opportunity or the Administration Commission, as may be applicable, a final order finding the amendment to be in compliance in accordance with Chapter 163.3184.

SECTION III: If any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section or subsection or part of this ordinance.

SECTION IV: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION V: This Ordinance shall become effective upon issuance of a final order by the Florida Department of Economic Opportunity finding the plan amendment in compliance in accordance with s.163.3184 (2)(a), Florida Statute.

ORDINANCE NO. 2565
PAGE 2

ADOPTED at a regular meeting of the City Council of the City of Apopka, Florida, this 6th day of September, 2017.

READ FIRST TIME: May 3, 2017

READ SECOND TIME
AND ADOPTED: September 6, 2017

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

APPROVED AS TO FORM:

Clifford B. Shepard, City Attorney

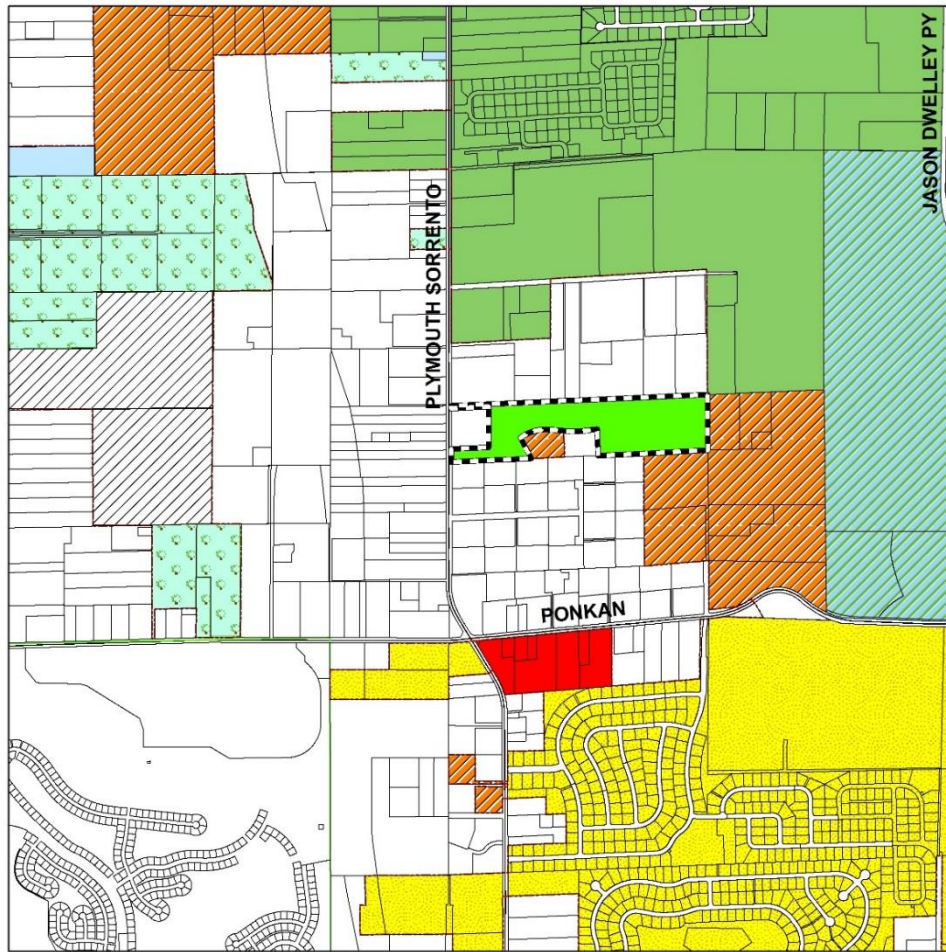
DULY ADVERTISED FOR PUBLIC HEARING: March 24, 2017; August 25, 2017



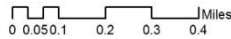
EXHIBIT "A"

Amerigo Farms, Inc.
Property Owner
32.33 +/- Acres
Proposed Large Scale Future Land Use Amendment:
From: Mixed Use
To: Agriculture (0-1 du/5 ac)

Parcel ID #s: 19-20-28-0000-00-013



**City of Apopka
 Future Land Use Map**



Source: City of Apopka and Orange County Property Appraiser
 Note: This map was compiled from the Geographic Information Service and does not reflect an actual survey.
 The City of Apopka does not assume responsibilities for errors or omissions contained hereon.

Legend

- Subject Site
- City Boundary
- JPA Boundary
- Future Land Use**
- Agriculture
- Agriculture Estates
- Agriculture Homestead
- Rural Settlement
- Res. Estates
- Res. Very Low Suburban
- Res. Low Suburban
- Res. Low
- Res. Medium Low
- Res. Medium
- Res. High
- Mixed Use
- Mixed Use*
- Office
- Commercial
- Commercial*
- Industrial
- Industrial*
- Institutional/Public Use
- Conservation
- Parks/Recreation
- ANNEX



Backup material for agenda item:

4. Ordinance No. 2582 – Second Reading – Banning medical marijuana dispensing facilities – Legislative Moon

David



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: Ordinance

MEETING OF: September 6, 2017
 FROM: Community Development
 EXHIBITS: Proposed Ordinance No. 2582
 Ordinance No. 2388

SUBJECT: ORDINANCE NO. 2582 - AMENDING THE CODE OF ORDINANCES, PART III, LAND DEVELOPMENT CODE, ARTICLE III, SECTION 3.05, TO ESTABLISH A PROHIBITION OF MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES WITHIN THE BOUNDARIES OF THE CITY AS AUTHORIZED BY SECTION 381.986, FLORIDA STATUTES.

REQUEST: SECOND READING OF ORDINANCE NO. 2582 – AMENDMING THE CODE OF ORDINANCES, PART III, LAND DEVELOPMENT CODE, ARTICLE III, SECTION 3.05, TO ESTABLISH A PROHIBITION OF MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES

SUMMARY:

The City of Apopka adopted Ordinance 2388 on May 6, 2015 to regulate and govern the location and extent of the cultivation, processing and dispensing of cannabis and medical marijuana within the City of Apopka. A need to regulate medical marijuana emerged on June 16, 2014, when Governor Scott signed the Compassionate Medical Cannabis Act of 2014 into law, allowing for the cultivation, processing and dispensing of low THC cannabis statewide, subject to local government zoning laws.

The Florida Legislature passed new laws in 2017 regarding medical marijuana in reaction to a state-wide referendum approved in November 2016 to expand opportunities for the availability of marijuana for medical purposes. Section 381.986 (11) of the Florida Statutes now states if medical marijuana treatment center dispensing facilities are not banned in the municipality, the municipality may not enact any ordinance which limits the number or the location of the dispensing facilities. This in effect is more restrictive than how a pharmacy is regulated in a municipality. In summary, local governments can only regulate medical marijuana dispensaries in the same and equal manner that it regulates pharmacies. The two must be treated the same under a local governments zoning laws and development standards.

However, the Florida Legislature in 2017 also gave local governments the opportunity to ban medical marijuana dispensaries. Whereas Florida law limits a local government’s ability to govern the location and extent of medical marijuana dispensaries within the City of Apopka; and whereas the impacts of such use on adjacent or nearby residential areas, schools, religious facilities, and government properties is uncertain; the Development Review Committee and City staff recommend that the City Council ban dispensaries until the City gains more information and knowledge regarding the impacts generated by medical marijuana dispensaries.

Cultivation and processing of cannabis\medical marijuana is not affected by proposed Ordinance 2582. These activities are allowed subject to regulations established through Ordinance 2388.

FUNDING SOURCE:

N/A

DISTRIBUTION

- | | | |
|--------------------------------|------------------|--------------------------|
| Mayor Kilsheimer | Finance Director | Public Services Director |
| Commissioners | HR Director | Recreation Director |
| City Administrator | IT Director | City Clerk |
| Community Development Director | Police Chief | Fire Chief |

CITY COUNCIL – SEPTEMBER 6, 2017
ORDINANCE NO. 2582 – MEDICAL MARIJUANA DISPENSARY PROHIBITION
PAGE 2

PUBLIC HEARING SCHEDULE:

August 8, 2017 – Planning Commission (5:30 pm)
August 16, 2017 – City Council 1st Reading (7:00 pm)
September 6, 2017 – City Council 2nd Reading (1:30 pm)

DULY ADVERTISED:

July 21 & 28, 2017 – Public Hearing Notice\Ordinance Heading
August 25, 2017 – Ordinance Heading

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval of the Proposed Ordinance 2582, Prohibiting Medical Marijuana Dispensaries within the City of Apopka.

The **Planning Commission**, at its meeting on August 8, 2017, unanimously recommended approval of the amendment to the City of Apopka, Code of Ordinances, Part III, Land Development Code, Article III, Section 3.05, to establish a prohibition of medical marijuana treatment center dispensing facilities.

The **City Council**, at its meeting on August 16, 2017, accepted the First Reading of Ordinance No. 2582 and held it over for Second Reading and Adoption on September 6, 2017.

Adopt Ordinance No. 2582.

Note: This item is considered legislative and establishes general policy. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

ORDINANCE NO. 2582

AN ORDINANCE ESTABLISHING A PROHIBITION OF MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES WITHIN THE BOUNDARIES OF THE CITY AS AUTHORIZED BY SECTION 381.986, FLORIDA STATUTES; PROVIDING LEGISLATIVE FINDINGS; PROVIDING FOR CODIFICATION; MORATORIUM CONTINGENCY; SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City of Apopka has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida; Chapters 163 and 166, Florida Statutes; and Section 381.986, Florida Statute; and

WHEREAS, potential adverse impacts on the health, safety, and welfare of residents and businesses from secondary effects associated with the sale and distribution of marijuana exists, potentially including; offensive odors, trespassing, theft, fire hazards, increased crime in and about the medical marijuana dispensing facility businesses, robberies, negative impacts on nearby businesses and residences, nuisance problems, and potential reduction in property values in the surrounding area;

WHEREAS, certain of the above potential adverse impacts are accentuated by the current difficulties experiences by medical marijuana dispensing facility businesses in obtaining banking services for selling a substance in violation of federal law, necessitating such businesses to operate on a cash basis; and

WHEREAS, there exists the potential for misappropriation and diversion of medical marijuana to non-medical uses; and

WHEREAS, in 1996, the state of California became the first state to legalize the use of medical marijuana, and several other states subsequently enacted laws legalizing medical marijuana in various circumstances; and

WHEREAS, the California Police Chiefs Association developed a Task Force on Marijuana Dispensing facilities that prepared the “White Paper on Marijuana Dispensing facilities” published in 2009 (“White Paper”); and

WHEREAS, the White Paper examined the direct and indirect adverse impacts of marijuana in local communities and indicated that marijuana dispensing facilities may attract or cause ancillary crimes, and may result in adverse effects, such as marijuana smoking in public, the sale of other illegal drugs at dispensing facilities, loitering and nuisances, and increased traffic at dispensing facilities; and

WHEREAS, the White Paper further indicates that the presence of marijuana dispensing businesses may contribute to the existence of a secondary market for illegal, street-level distribution of marijuana; and

WHEREAS, the White Paper outlines the following typical complaints received from individuals regarding certain marijuana dispensing facility study areas; high levels of traffic going to and from the dispensing facilities, people loitering in the parking lot of the dispensing facilities, people smoking marijuana in the parking lot of the dispensing facilities; vandalism near dispensing facilities, and citizens worried that they may become a crime victim due to the proximity to dispensing facilities; and

WHEREAS, the White Paper ultimately concludes that there are or may be adverse secondary effects created by the presence of medical marijuana dispensing facilities in communities; and

WHEREAS, The Marijuana Policy Group has published a memorandum called “Municipal Dispensary Allocation; Florida” which evaluated the market need for medical marijuana dispensing facilities and the harmful consequences and secondary effects of oversaturation of medical marijuana dispensing facilities within the market place; and

WHEREAS, the Marijuana Policy Group determined that Florida should have no more than one dispensing facility for each 50,000 residents and the optimal ratio is one dispensing facility per 67,222 residents. The City of Apopka has an estimated population of 48,000 residents, well below the estimated ratios; and

WHEREAS, Section 381.986 (11), Florida Statutes, authorizes a municipality to “ban medical marijuana treatment center dispensing facilities from being located within the boundaries of that municipality”; and

WHEREAS, Section 381.986 (11) also states if medical marijuana treatment center dispensing facilities are not banned in the municipality, the municipality may not enact any ordinance which limits the number or the location of the dispensing facilities which are more restrictive than how a pharmacy is regulated in that municipality; and

WHEREAS, based on the Marijuana Policy Groups analysis of optimal population ratios, the statutory restrictions placed on a municipality if they allow medical marijuana dispensaries within their jurisdiction, there is a rational basis for the City to exercise its authority under Section 381.986 to ban medical marijuana treatment center dispensing facilities within the boundaries of the City; and

WHEREAS, the City finds that this Ordinance is in the interests of public health, safety, and the welfare of its community.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA:

SECTION 1: FINDINGS OF FACT. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this ordinance.

SECTION 2: DEFINITIONS

- (a) “Medical Marijuana Treatment Center Dispensing Facility” means any facility where medical marijuana, any product derived from medical marijuana, or any medical marijuana delivery device is dispensed at retail.

SECTION 3: CREATED

- (a) Medical Marijuana Treatment Center Dispensing Facility ban. Medical Marijuana Treatment Center Dispensing Facilities are prohibited and shall not be located within the boundaries of the City. The City shall not accept, process or approve any request or application for a development order, building permit or other approval associated with a proposed Medical Marijuana Treatment Center Dispensing Facility.

SECTION 4: CODIFICATION. This Ordinance shall be incorporated into the Apopka City Code. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance or the City Code may be freely made.

SECTION 5: MORATORIUM CONTINGENCY. In the event Section 381.986, Florida Statute is amended or interpreted by a court of competent jurisdiction in a way as to eliminate or prevent the City’s ability to ban or prohibit Medical Marijuana Treatment Center Dispensing Facilities within the City limits, upon the effective date of such, an automatic one-year moratorium shall go into place on the acceptance, processing and approval of Medical Marijuana Treatment Center Dispensing Facilities (including by way of acceptance, proceeding and approval of applications for development orders and permits) within the City limits in order to give the City time to evaluate changes in the applicable law, the City’s ability to regulate such uses and activities and potentially enact local legislation regarding the same. Such one-year moratorium may be terminated early through resolution or ordinance of the City Council.

SECTION 6: SEVERABILITY. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 7: CONFLICTS. In the event of a conflict or conflicts between this Ordinance and any other Ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

SECTION 8: EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Apopka, Florida.

SECTION 9: INCLUSION INTO THE LAND DEVELOPMENT CODE. It is the intent of the City Council that the provisions of this ordinance shall become and be made a part of the City of Apopka Land Development Code, re-arranged to meet existing codification, and that sections of this ordinance may be renumbered or re-lettered and the word “Ordinance” may be changed to “section”, “article”, “regulation”, or such other appropriate word or phrase in order to accomplish such intentions.

READ FIRST TIME: August 16, 2017

READ SECOND TIME
AND ADOPTED: September 6, 2017

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda G. Goff, City Clerk

APPROVED as to form and legality for use and reliance by the City of Apopka, Florida.

Clifford B. Shepard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING:

ORDINANCE NO. 2388

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AFFECTING THE USE OF LAND IN THE CITY OF APOPKA, AMENDING ARTICLE III OF THE LAND DEVELOPMENT CODE TO INCLUDE A NEW SECTION 3.05 TITLED “DESIGNATED GROW AREA OVERLAY DISTRICT”, PROVIDING THAT CANNABIS CULTIVATION AND PROCESSING AND MARIJUANA DISPENSARIES/MEDICAL TREATMENT CENTERS ARE SPECIAL EXCEPTION USES WITHIN A “DESIGNATED GROW AREA OVERLAY DISTRICT” AND PROHIBITING SUCH USES WITHIN ANY OTHER ZONING DISTRICTS OR LOCATIONS WITHIN THE JURISDICTION OF APOPKA; PROVIDING ADDITIONAL STANDARDS AND CONSIDERATION FOR APPROVAL OF A SPECIAL EXCEPTION FOR CANNABIS CULTIVATION OR PROCESSING OR MARIJUANA DISPENSARY/MEDICAL MARIJUANA TREATMENT CENTER; PROVIDING DEFINITIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, CONDITIONS; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the State of Florida is considering legalizing the cultivation and processing of cannabis and the dispensing of marijuana; and

WHEREAS, the purpose and intent of this Ordinance is to regulate the cultivation and processing of cannabis and the dispensing of non-medical\medical marijuana in order to promote the health, safety, and general welfare of the residents and businesses within the City.

WHEREAS, the City Council has determined that it is in the best interest of the citizenry and general public to regulate the location of cannabis cultivation and processing and marijuana dispensaries/medical marijuana treatment centers in the event the State of Florida legalizes said dispensaries, whether for medical use or non-medical use; and

WHEREAS, the City Council has the responsibility and authority to determine what uses are best suited to particular zoning categories as well as land use categories within the City; and

WHEREAS, the City Council has determined that given the potential impact on the surrounding area, cannabis cultivation and processing and marijuana dispensaries/medical marijuana treatment centers should only be permitted within a limited areas of the municipal limits, and non-medical marijuana sales should be prohibited within the municipal limits;

WHEREAS, the City Council has determined that it is advisable and in the public interest to set certain distance and other siting standards in regard to the location and operation of cannabis cultivation or processing or marijuana dispensaries/medical marijuana treatment centers; and

WHEREAS, the City Council of the City of Apopka finds that this ordinance promotes the general welfare and is consistent with the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF APOPKA, FLORIDA, as follows:

SECTION 1. DEFINITIONS:

- a. **Agriculture:** means the science and art of production of plant(s) and animals useful to humans, including to a variable extent the preparation of these products for human use and their disposal by marketing or otherwise, and includes aquaculture, horticulture, floriculture, viticulture, forestry, dairy, livestock, poultry, bees, and any and all forms of farm products and farm production, including hay or grass harvesting and bailing operation. For the purposes of marketing and promotional activities, seafood shall also be included in this definition.
- b. **Cannabis:** Any plant(s) or part of a plant(s) of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant(s); and every compound, manufacture, salt, derivative, mixture, or preparation of the plant(s) or its seeds or resin.
- c. **Cannabis Cultivation:** the planting, tending, improving, farming, drying or harvesting of cannabis plants from seed, juvenile stock, or grafting.
- d. **Cannabis Processing:** the preparation of the cannabis plant intended for use as medicine or medical purposes as prescribed by a licensed Florida physician.
- e. **Designated Grow Area (DGA) Overlay District.** The following areas are defined as a "Designated Grow Area" Overlay District:
 - 1) **Keene\Clarcona DGA:** All Agriculture or Industrial zoned property in the general area west of the S.R. 414 bridge at E. Keene Road, east of McQueen Road, and south of S.R. 414, as depicted in Map A: Keene\Clarcona Road DGA as delineated in Map A: Keene\Clarcona DGA.
 - 2) **Hermit Smith\Hogshead DGA:** All Agriculture or Industrial zoned property within the area west of S.R. 429, south of U.S. 441, and north of Lust Road, as delineated in Map B: Hermit Smith\Hogshead DGA.
- f. **Fully enclosed and secure structure:** A space within a building, greenhouse or other structure which has a complete roof enclosure supported by connecting walls extending from the ground to the roof, which is secure against unauthorized entry, provides complete visual screening, and which is accessible only through one or more lockable doors.
- g. **Horticulture Nursery:** an agriculture operation limited to the cultivation of fruits, vegetables, nuts, seeds, herbs, sprouts, mushrooms, algae, flowers, seaweeds and non-food crops such as grass and ornamental trees and plants.
- h. **Legacy Grow Site:** Property actively operated as a registered nursery within a Designated Grow Area for at least five continuous years preceding and measured from the effective date of this ordinance.
- i. **Marijuana Dispensary:** A facility that is operated by an organization or business holding all necessary licenses and permits from which marijuana, cannabis, cannabis-based products, or cannabis plant(s) are delivered, purchased, possessed, or dispensed for medical purposes and operated in accordance with all local and state laws.

- j. **Marijuana Treatment Center:** A medical marijuana dispensary where qualifying patients are administered medical marijuana by medical professional licensed by the State of Florida to patients in accordance with all local and state laws.
- k. **Medical Use:** The prescriptive use of any form of cannabis to treat a qualifying medical condition and the symptoms associated with that condition or to alleviate the side effects of a qualifying medical treatment, as identified by a physician licensed by the State of Florida.
- l. **Non-Medical Marijuana Sales.** The purchase, sale, transfer or delivery of marijuana, cannabis, cannabis-based products or cannabis plant(s) when such sale, transfer or delivery is not associated with any medical purpose or use, whether or not such purchase, sale, transfer or delivery is lawful under state law.

SECTION 2. CANNABIS CULTIVATION AND PROCESSING PROHIBITED.

Cultivation or processing of cannabis for non-medical marijuana purposes is prohibited within the City of Apopka. Excepting the Designated Grow Areas described in Sec. 3a., cultivation or processing of cannabis for medical use is prohibited in all other areas of the City of Apopka. It is hereby declared to be unlawful and a public nuisance for any person owning, leasing, occupying, or having charge or possession of any parcel in the City of Apopka to cause or allow such parcel to be used for the cultivation or processing of cannabis plants within a fully enclosed and secure structure on the parcel, except as outlined below in Section 3.

SECTION 3. CANNABIS CULTIVATION AND PROCESSING.

- a. Cultivation or processing of cannabis for medical marijuana is allowed as a Special Exception use approved by the Planning Commission within an Agriculture or Industrial I-1 district located within a DGA or Legacy Grow Site located within a DGA as delineated in Maps "A" and "B". If a parcel, lot, or legal lot-of-record straddles the DGA boundary, no cultivation or processing can occur outside the DGA boundary.
- b. Horticulture Nursery Special Exception Prohibition. Cultivation or processing of cannabis for medical or non-medical use is prohibited as a special exception use for horticulture nursery operations. Any Special Exception approved by the City prior to the effective date of this ordinance is not allowed to cultivate or process cannabis.
- c. Enclosed Cultivation. Any cultivation of cannabis shall occur within a fully enclosed and secure structure. Outdoor cultivation is prohibited
- d. Enclosed Processing. All cannabis processing, laboratories, research activities and associated equipment occur within a fully enclosed and secured building that has been issued a building permit by the City of Apopka or Orange County.
- e. License. A valid license must be obtained from the State of Florida and remain in effect during the operation of the cannabis business. All cultivation and processing activities shall cease if a license has expired. At least seventy-two (72) hours before a cannabis cultivation or processing business terminates operation, the owner must notify the Police Chief of the City of Apopka.
- f. **Additional Special Exception Criteria:**
 - 1). Street Access. All cannabis cultivation and processing sites within the Keene\Clarcona DGA must directly access Keene Road or Clarcona Road. All cannabis cultivation and

processing sites within the Hermit Smith\Hogshead DGA must directly access Hermit Smith Road, Hogshead Road, Peterson Street, or Binion Road.

A stabilized surface acceptable to the city engineer shall be provided from the public street to any onsite processing buildings.

- 2) Utilities. All cannabis processing sites shall connect to a central water and sewer system unless otherwise temporarily waived by the City Administrator until a development agreement addresses a schedule for connecting the site to such services. Onsite wells and septic tanks may be allowed on a temporary basis through a development agreement that ensures connection to a central water and sewer systems within five years.
- 3) Employee Parking. All employee vehicle parking areas shall occur within a paved, lighted parking lot.
- 4) Distance Separation. Cultivation or processing buildings or structures shall be separated from other uses according to the following separation minimum standard:

	Affected Property (feet)			
Location of Cultivation or Processing Buildings or Structure	Vacant Parcel Assigned a Residential Zoning District	Church or Place of Worship, School, Hospital, County or Municipal Park, Day Care (F.S. 402.302)	Platted Residential Subdivision; Residential Parcel less than 5 acres	Occupied Residential Parcel Greater than 5 acres
Designated Grow Area	100	500	250	200

Distances shall be measured by drawing a straight line between the closest point of the cannabis cultivation or processing building or nursery structure to the closest property line or edge of leased space (whichever is closer) of the affected property.

- 5) Minimum Parcel Size. A minimum parcel size necessary for cultivation, processing, or combined operations within a DGA is two (2) compact and contiguous acres.
- 6) Parcel. Cannabis cultivation or processing shall occur on a separate parcel, lot, or legal lot-of-record than that on which a medical marijuana dispensaries/medical marijuana treatment centers is located.
- 7) Signage. No business identification sign (i.e., wall, monument, pole, directional) shall include the words “marijuana”, “cannabis”, or any similar related word, nor shall any graphic or illustration associated with such words appear in such signs for any business cultivation, processing or dispensing business. An electronic reader board or changeable copy sign is not allowed on any property where cannabis is cultivated, processed, sold, or dispensed.

- 8) Security and Safety Plan. A security and safety plan will be reviewed and approved by the chief of police or designee. The security and safety plan shall at minimum address but not be limited to, locking options, alarm systems, and video surveillance, and as otherwise determined necessary by the Police Chief. Any such documents or information for review shall be transmitted directly to the police chief's office for review and not attached to the permit as may be required by the Community Development Department. The police chief or designee will respond to the development review committee approval or denial of said plan. Any information, records, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security of the facility or revealing security systems or other sensitive information gathered will be exempt from public records in accordance with FSS 119.071, "General exemptions from inspection or copying of public records."

SECTION 4. MARIJUANA DISPENSARIES/MEDICAL MARIJUANA TREATMENT CENTERS.

- a. *Applicable Zoning District*. Marijuana dispensaries/medical marijuana treatment centers for marijuana medical use are allowed as a Special Exception within a Commercial C-1, Industrial I-1 or Agriculture District located within a Designated Grow Area subject to compliance with the standards set forth below. No more than five (5) medical marijuana dispensary/medical marijuana treatment center establishments shall locate within each of the Designated Grow Areas.
- b. *Prohibited Locations*. Non-medical marijuana dispensaries/medical treatment centers or sales are prohibited within the jurisdictional area of the City of Apopka. Medical Marijuana dispensaries/medical marijuana treatment centers are prohibited in the City of Apopka except as allowed in Section 4.a. Zoning Districts where medical marijuana dispensaries/medical marijuana treatment centers are prohibited also include: the Downtown Development Overlay District, Community Redevelopment Area (CRA), Planned Unit Development, Mixed-EC, and Mixed-CC zoning categories.
- c. No other business shall be permitted to be conducted from the same address where the marijuana dispensary/medical marijuana treatment center is located. This requirement does not apply to licensed nursery businesses that were operating prior to the effective date of this ordinance.
- d. Any parking demand created by marijuana dispensary/medical marijuana treatment center shall not exceed the parking spaces located or allocated on site, as required by the city's parking regulations.
- e. *Controlled Substances*. The onsite sale, provision, or dispensing of marijuana is prohibited except as specifically authorized by state law.
- f. *Loitering*. A marijuana dispensary/medical marijuana treatment center shall provide adequate seating for its patients and business invitees. The marijuana dispensary/medical marijuana treatment center shall not direct or encourage any patient or business to stand, sit (including in a parked car), or gather or loiter outside of the building where the dispensary/center operates, including in any parking areas, sidewalks, rights-of-way, or neighboring properties for any period of time longer than reasonably required for patients to conduct their official business and depart. The marijuana dispensary/medical marijuana treatment center shall post conspicuous signs on at least three (3) sides of the building stating that no loitering is allowed on the property.

- g. *Queuing of Vehicles.* The marijuana dispensary/medical marijuana treatment center shall ensure that there is no queuing of vehicles in the rights-of-way. The marijuana dispensary/medical marijuana treatment center shall take all necessary and immediate steps to ensure compliance with this paragraph.
- h. *No Drive-Through Service.* No marijuana dispensary/medical marijuana treatment center shall have a drive-through or drive-in service aisle. All onsite dispensing, payment for and receipt of said marijuana shall occur from within or inside the marijuana dispensary/medical marijuana treatment center.
- i. *On-Site Consumption of Marijuana and/or Alcoholic Beverages.* No consumption of marijuana or alcoholic beverages shall be allowed on the premises, including in the parking areas, sidewalks or rights-of-way except for medical marijuana treatment centers. The marijuana dispensary/medical marijuana treatment center shall take all necessary and immediate steps to ensure compliance with this paragraph.
- j. *Signage.* No business identification sign (i.e., wall, monument, pole, directional, human) shall include the words "marijuana", "cannabis", or any similar related word, nor shall any graphic or illustration associated with such words appear in such signs or on any building or structure used a marijuana dispensing/marijuana treatment center. An electronic reader board or changeable copy sign is not allowed on any property where cannabis is cultivated, processed, sold, or dispensed
- k. *Hours of Operation.* Marijuana dispensaries/medical marijuana treatment centers shall only dispense or treat patrons between 7:00 A.M. and 8:00 P.M.
- l. *Customer Waiting Area.* All customer waiting areas shall occur within in an enclosed building. No customer waiting areas shall occur outdoors or within a porch area, whether covered or not.
- m. *Building Orientation and Design.* All customer building entrances shall be oriented to and visible from a public street. Color of any wall or roof of any marijuana dispensaries/medical marijuana treatment centers shall comply with the City's Development Design Guidelines.
- n. *Distance Separation.* No marijuana dispensary/medical marijuana treatment center shall be located within five hundred (500) feet of any school or church, or within two hundred (200) feet of any residentially zoned property, as further defined by these regulations. Distances shall be measured by drawing a straight line between the closest point of the marijuana dispensary/medical marijuana treatment center structure (be it a building or leased space in a building) to the closest property line or edge of leased space (whichever is closer) of the school, church or residentially zoned property.
- o. *Compliance with Other Laws.* All marijuana dispensaries/medical marijuana treatment centers shall at all times be in compliance with all state regulations and the Apopka City Code of Ordinances and Land Development Code, as may be applicable and amended from time to time.
- p. *Security and Safety Plan.* Compliance with Section 3.f.8. of this ordinance is required.
- q. *Special Exception Standards.* When considering an application for marijuana dispensaries/medical marijuana treatment centers, the Planning Commission must consider the special exception criteria listed in paragraph d below, in addition to that criteria listed in subsection 2.02.B.5. The Planning Commission may deny the request, approve the request, or approve the request with conditions, based upon a review of these considerations. The Planning Commission may assign additional conditions and safeguards as deemed necessary:

- 1) Whether the request will cause damage, hazard, nuisance or other detriment to persons or property.
 - 2) No other business, aside or separate from the dispensing of marijuana shall be permitted to be conducted from the same address where the marijuana dispensary/medical marijuana treatment center is located.
 - 3) The parcel, lot, or lot-of-record shall access a collector or arterial road.
 - 4) Additional Hours of Operation Restrictions. Hours of operation can be further restricted based on proximity of residential development or to protect the character and environment of developed surrounding areas.
- r. Exemptions. Hospitals and pharmacies licensed by the State of Florida are exempt from Section 4.

SECTION 5. GENERAL USE. PROHIBITION ON STREETS, SIDEWALKS, ALLEYS, ETC.

- 1) Regulations applicable to the consumption of medical marijuana. No person shall smoke, ingest, or otherwise consume medical marijuana in the City of Apopka unless such smoking, ingesting or consumption occurs entirely within a private residence, or within a clinic, health care facility, residential care facility, or residential hospice licensed pursuant to applicable provisions of Florida Statutes.
- 2) It is unlawful for any person to purchase, use, smoke, ingest, offer for sale, possess, consume, or carry any non-medical\medical marijuana in any public park or governmental property or on the public right -of -way, inclusive of streets, sidewalks or alleys, within the Municipal Corporate Limits of the City of Apopka Florida.
- 3) It is unlawful for any person to purchase, use, smoke, ingest, offer for sale, possess, consume or carry non-medical\medical marijuana or carry in or upon any parking area open to public use or in or upon any private property without the consent of the owner, tenant or other person lawfully in possession of said property.
- 4) It is unlawful for any person to smoke, ingest, or otherwise consume or carry or use non-medical\medical marijuana while such person is in or on any vehicle which is located in or upon any parking area open to public use, or in or upon any private property without consent of the owner or in any public park or governmental property or on the public right -of -way, inclusive of streets, sidewalks or alley.
- 5) It is unlawful for any person to smoke, ingest or otherwise consume or use any non-medical\medical marijuana on the streets, sidewalks or alleys within the city, while such person is an operator or passenger in or on any vehicle, whether moving or stopped, and such consumption is open to public view.

SECTION 6. Notwithstanding any other provision, it is unlawful for any person to utilize medical marijuana in any public park or governmental property or on the public right-of-way, inclusive of streets, sidewalks or alleys, within the city; in or upon any parking area open to public use, or in or upon any private property without the consent of the owner, tenant or other person lawfully in possession of said property; or when such person is in or on any vehicle which is located in or upon any parking area open to public use, or

in or upon any private property or in any public park or governmental property or on the public right-of-way, inclusive of streets, sidewalks or alleys.

SECTION 7. It is unlawful for any vendor, or for any agent, servant or employee of such vendor, to permit the use of medical marijuana in or upon any parking or other area outside of the vendor's building or room if such parking or other area is adjacent to the building or premises in which the business licensed is operated, when such parking or other area is owned, rented, leased, regulated, controlled or provided, directly or indirectly, by such licensed vendor or any agent, servant or employee of such licensed vendor. A licensed vendor may post and maintain a legible painted or printed sign in at least two separate prominent places on such parking or other area, with sufficient light directed thereon to be visible during the hours of darkness while such place of business is open, in letters not less than three inches in height, stating the following: "WARNING: Utilization of medical marijuana on this Lot Prohibited—\$500.00 Fine and/or 60 days in Jail—City Ordinance." Posting of such signs shall constitute prima facie evidence that such vendor is not operating in violation of subsection (a) of this section. If any licensed vendor mentioned in this section is a corporation, then the officers of such corporation shall be regarded as the owners thereof for the purposes of enforcement of this section.

SECTION 8. PENALTIES. Any person violating any of the provisions of this article shall be prosecuted in the same manner as misdemeanors are prosecuted. Such violations shall be prosecuted in the name of the State of Florida in a court having jurisdiction of misdemeanors by the prosecuting attorney thereof and, upon conviction, shall be punished by a fine not to exceed \$500.00 or by imprisonment in the county jail not to exceed 60 days or by both fine and imprisonment as provided in F.S. § 162.22, (1997). Each incident or separate occurrence of any act that violates this article shall be deemed a separate offense. In addition to the penalties provided under this section, violators of this article shall be subject to any other appropriate civil or criminal action provided by law in a court of competent jurisdiction, including, but not limited to, injunctive relief.

SECTION 9. CONFLICTS. Any ordinance, resolution, or part thereof, in conflict with this Ordinance, or any part hereof, is hereby repealed to the extent of such conflict.

SECTION 10. SEVERABILITY. If any portion of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance or any provision thereof shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect its applicability to any other person, property or circumstances.

SECTION 11. EFFECTIVE DATE. This Ordinance shall take effect immediately upon passage and adoption by the City Council as to the acceptable siting locations for marijuana dispensaries/medical marijuana treatment centers, however the designation of a marijuana dispensary/medical marijuana treatment center and the selling of marijuana products as defined by the Florida Constitution or Florida Law shall occur only upon and after the official date in which the sale and distribution of marijuana has been deemed legal by the State of Florida.

SECTION 12. REPEALER. Any and all ordinances and regulations in conflict herewith are hereby repealed to the extent of any conflict. This ordinance specifically repeals and replaces the following ordinance(s) and regulation(s): Land Development Code, Chapter III, Article 3, Section 3-11, Subsection E, Paragraph 15 titles "Pain Management Clinics.

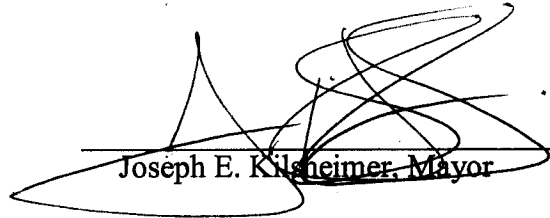
SECTION 13. INCLUSION INTO THE LAND DEVELOPMENT CODE. It is the intent of the City Council that the provisions of this ordinance shall become and be made a part of the City of Apopka Land Development Code, re-arranged to meet existing codification, and that the sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

Passed on the first reading on the 6th day of May, 2015.

FIRST READING: April 1, 2015

SECOND READING: April 15, 2015

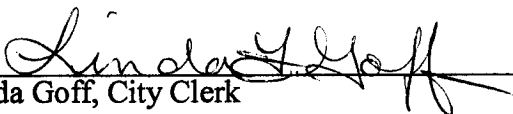
THIRD READING
AND ADOPTION: May 6, 2015



Joseph E. Kilsheimer, Mayor

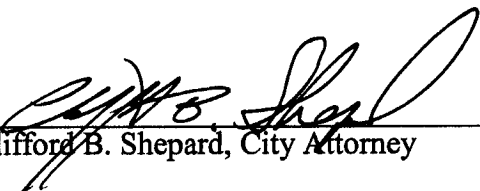
Attorney signature recommended for this ordinance.

ATTEST:



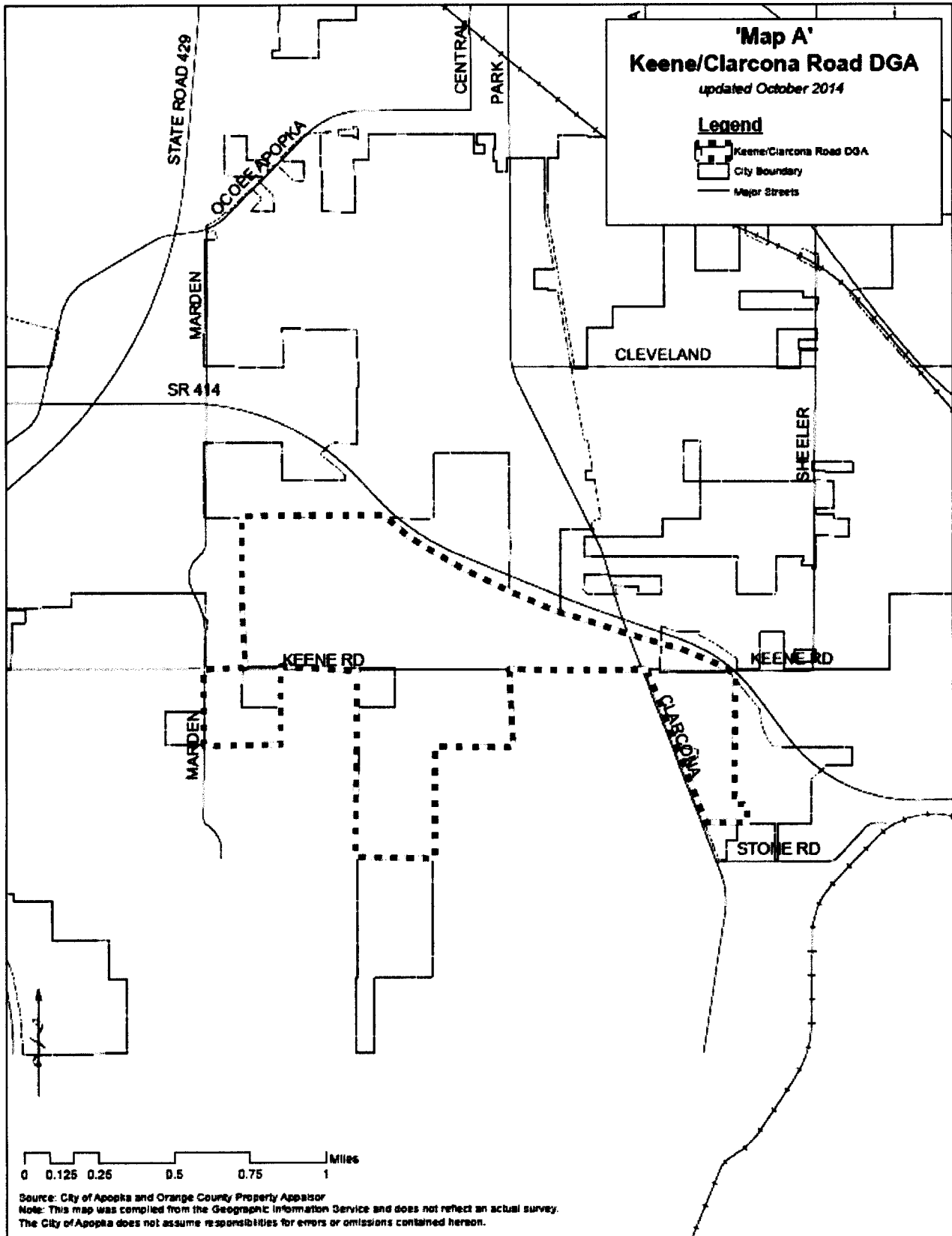
Linda Goff, City Clerk

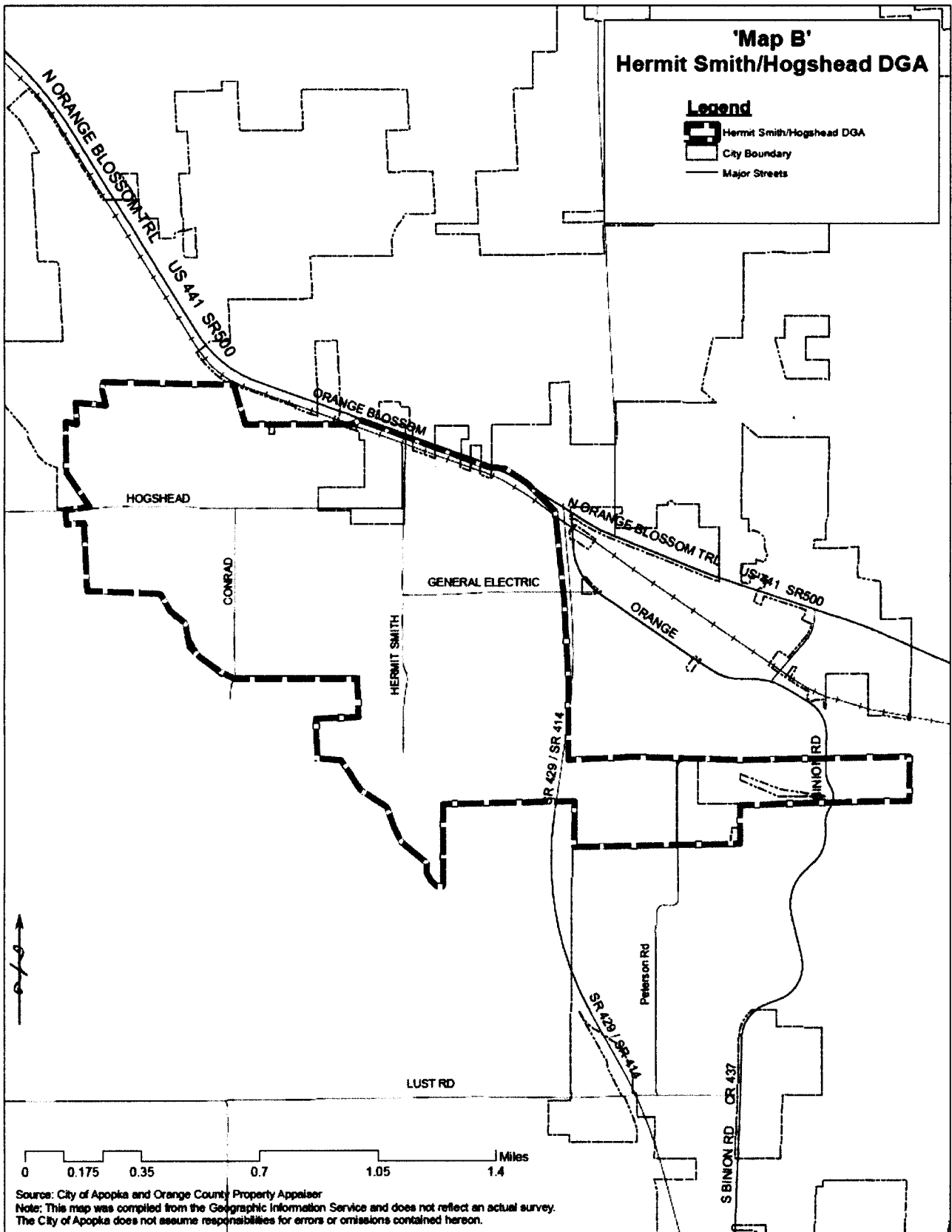
APPROVED AS TO FORM:



Clifford B. Shepard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: March 13, 2015
April 3, 2015
April 24, 2015





Backup material for agenda item:

5. Ordinance No. 2583 – First Reading – Large Scale – Future Land Use Amendment – Legislative

David Moon



**CITY OF APOPKA
CITY COUNCIL**

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER:

MEETING OF: September 6, 2017
 FROM: Community Development
 EXHIBITS: Land Use Report
 Vicinity Map
 Future Land Use Map
 Adjacent Zoning Map
 Adjacent Uses Map
 Existing Uses

SUBJECT: ORDINANCE NO. 2583 - COMPREHENSIVE PLAN AMENDMENT - LARGE SCALE – FUTURE LAND USE AMENDMENT – GEORGE THUM, JR. & PHILLIP AND PEGGY DIONNE PARCELS - TRANSMITTAL HEARING

REQUEST: ORDINANCE NO. 2583 - FIRST READING - COMPREHENSIVE PLAN AMENDMENT - LARGE SCALE – FUTURE LAND USE AMENDMENT – GEORGE THUM, JR. & PHILLIP AND PEGGY DIONNE PARCELS, “COUNTY” RURAL AND “CITY” AGRICULTURE TO “CITY” INSTITUTIONAL/PUBLIC USE; AND AUTHORIZE TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY.

SUMMARY:

OWNERS: George Thum, Jr. & Phillip and Peggy Dionne

APPLICANT: Orange County Public Schools c/o Tyrone Smith, AICP

LOCATION: West of Jason Dwelley Parkway, south of West Kelly Park Road

PARCEL ID #(S): 18-20-28-0000-00-053; 18-20-28-0000-00-054

EXISTING USE: Single-family residences

DEVELOPMENT POTENTIAL: Proposed elementary school

CURRENT ZONING: “County” A-1 (ZIP) & “City” AG (Agriculture)

PROPOSED ZONING: “City” PO/I (Professional Office/Institutional)

MAXIMUM ALLOWABLE DEVELOPMENT UNDER ZONING DISTRICT: EXISTING: Single-family residences
 PROPOSED: Elementary school

TRACT SIZE: 15.17 +/- acres

FUNDING SOURCE:

N/A

DISTRIBUTION

Mayor Kilsheimer
 Commissioners
 City Administrator
 Community Development Director

Finance Director
 HR Director
 IT Director
 Police Chief

Public Services Director
 Recreation Director
 City Clerk
 Fire Chief

ADDITIONAL COMMENTS: The applicant intends to use the subject properties for a public elementary school, and requests the City to assign a future land use designation of Institutional/Public Use to the property. Elementary schools are permitted within the Institutional/Public Use Future Land Use Designation.

The subject properties were annexed into the City on November 16, 2005 via Ordinance 1787 and on June 21, 2017 via Ordinance 2573. The proposed Large Scale Future Land Use Amendment is being requested by the owner/applicant. Pursuant to Florida law, properties ten acres or more are required to undergo review by State planning agencies.

A request to assign a Future Land Use Designation of Institutional/Public Use is compatible with the designations assigned to abutting properties. The FLUM application covers approximately 15.17 acres.

Residential Very Low Suburban FLUM Uses:

“The primary use shall be residential dwelling units up to 2 dwelling units per acre, **elementary schools**; middle schools; supporting infrastructure of less than two acres, neighborhood parks.” [Emphasis added]

In conjunction with state requirements, staff has analyzed the proposed amendment and determined that adequate public facilities exist to support this land use change (see attached Land Use Report). Based on the findings of the Land Use report, the proposed FLUM amendment is compatible with the surrounding and nearby land uses and the character of the general area.

COMPREHENSIVE PLAN COMPLIANCE: The existing and proposed use of the property is consistent with the Institutional/Public Use designation and the proposed Professional Office\Institutional zoning.

SCHOOL CAPACITY REPORT: Since the proposed use as a public elementary school is a non-residential use, a capacity enhancement agreement with OCPS is not required.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on July 13, 2017.

PUBLIC HEARING SCHEDULE:

August 8, 2017 - Planning Commission (5:30 pm)

September 6, 2017 - City Council (1:30 pm) - 1st Reading & Transmittal

DULY ADVERTISED:

July 21, 2017 – Public Notice and Notification

August 25, 2017– ¼ Page w/Map Ordinance Heading Ad

RECOMMENDATION ACTION:

The **Development Review Committee** finds the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding area, and recommends transmittal of the change in Future Land Use from “County” Rural (0-1 du/10 ac) and “City” Agriculture (0-1 du/5 ac) to “City” Institutional\Public Use for the properties owned by George Thum, Jr., and Phillip and Peggy Dionne.

The **Planning Commission**, at its meeting on August 8, 2017, found the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding area, and unanimously recommended transmittal of the Future Land Use Map designation from “County” Rural and “City” Agriculture to “City” Institutional\Public Use to the Florida Department of Economic Opportunity.

City Council: Accept the First Reading of Ordinance No. 2583; and authorize transmittal to the Florida Department of Economic Opportunity.

Note: This item is considered Legislative. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

LAND USE REPORT

I. RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City & County)	“City” Res. Very Low Suburban (0-1 du/2 ac) and “County” Rural (0-1 du/10 ac)	“City” R-1AAA & “County” A-1	Container nursery and single-family residence
East (City)	Residential Estates (1 du/ac)	PUD	R-O-W and Rock Springs Ridge subdivision
South (City)	Residential Very Low Suburban (0-2 du/ac)	PUD	Orchid Estates residential subdivision(under construction)
West (County)	Rural	A-1	Large lot Single family home

II. LAND USE ANALYSIS

The applicant intends to develop the property as part of a public elementary school. Predominant existing land uses and assigned zoning in the abutting and surrounding area are residential in nature, while nearby property utilized for the Northwest Recreation Complex is assigned a land use designation of Institutional/Public Use. These adjacent and nearby land uses are consistent with the proposed Institutional/Public Use Future Land Use Designation. The proposed use as a public elementary school is a permitted use within the Institutional/Public Use Future Land Use Designation.

North: Abutting the subject property to the north is a single-family homes and horticultural nursery.

West: Properties to the west of the subject site have a future land use designation of Residential Very Low Suburban, current being developed as part of the Chandler Estates subdivision.

South: Single-family homes are slated for development as part of the approved Orchid Estates community, with a future land use designation of Residential Very Low Suburban. In addition, an existing Institutional/Public Use land use designation is approximately a half mile from the subject properties and assigned to the City of Apopka’s Northwest Recreation Complex.

East: To the east of the subject site, the property fronts R-O-W for Jason Dwelley Parkway as well as is adjacent to the Rock Springs Ridge single-family subdivision which has a future land use designation of Residential Estates (0-1 du/ac).

The proposed future land use designation of “City” Institutional/Public Use is consistent with the surrounding future land use designations to the west and south, considering the proposed use – an elementary school – provide an important and necessary public purpose related to the public welfare and quality of life.

Therefore, staff supports the proposed future land use changes.

Other Information:

Wekiva River Protection Area: No

Area of Critical State Concern: No

DRI / FQD: No

JPA: The City of Apopka and Orange County entered into a Joint Planning Area (JPA) agreement on October 26, 2004. The subject property is located within “North Central” of the JPA.

Wekiva Parkway and Protection Act: The proposed amendment has been evaluated against the adopted Wekiva Study Area Comprehensive Plan policies. While located within the Wekiva River Basin Study Area, the subject property is not located within the Protection Area. The proposed amendment is consistent with the adopted mandates and requirements. The proposed Future Land Use Map (FLUM) amendment has been reviewed against the best available data, with regard to aquifer and groundwater resources. The City of Apopka's adopted Comprehensive Plan addresses aquifer recharge and stormwater run-off through the following policies:

- Future Land Use Element, Policies 4.16, 14.4, 15.1, 16.2 and 18.2
- Infrastructure Element, Policies 1.5.5, 4.2.7, 4.4, 4.4.1, 4.4.2 and 4.4.3
- Conservation Element, Policy 3.18

Karst Features: The Karst Topography Features Map from the Florida Department of Environmental Protection shows that there are no karst features on this property.

Analysis of the character of the Property: The property fronts Jason Dwelley Parkway, a city collector road. The vegetative communities present are urban; the soils present are Candler fine sand; and no wetlands occur on the site, and the terrain has a 0-5 percent slope.

The proposed amendment is consistent with the Comprehensive Plan, including Policy 3.1.c Residential Very Low Suburban Future Land Use designation.

Analysis of the relationship of the amendment to the population projections: The proposed future land use designation for the Property Residential Very Low Suburban (0-2 du/ac). Based on the housing element of the City's Comprehensive Plan, this amendment will increase the City's future population should the subject property be developed as single-family residences rather than the proposed public elementary school.

CALCULATIONS:

ADOPTED (City and County designations): 1 Unit(s) x 2.659 p/h = 3 persons

PROPOSED (City designation): Elementary School = 500 seats

Housing Needs: This amendment, particularly if developed as a school site, will not negatively impact the housing needs as projected in the Comprehensive Plan.

Habitat for species listed as endangered, threatened or of special concern: Per policy 4.1 of the Conservation Element, a habitat study is required for developments ten (10) acres or more in size. This site is greater than ten acres. A habitat study will be required at the time of a development plan application.

Transportation: The City of Apopka is a Transportation Concurrency Exception Area. Refer to Chapter 3 of the City of Apopka 2010 Comprehensive Plan.

Potable Water, Reclaimed Water & Sanitary Sewer Analysis: The subject property is located within the City of Apopka service area for potable water, reclaimed water and sanitary service.

Sanitary Sewer Analysis

1. Facilities serving the site; current LOS; and LOS standard: None; 100 GPD/Capita;
100 GPD / Capita

If the site is not currently served, please indicate the designated service provider: City of Apopka

2. Projected total demand under existing designation: 300 GPD

3. Projected total demand under proposed designation: 2,550 GPD
4. Capacity available: Yes
5. Projected LOS under existing designation: 100 GPD/Capita
6. Projected LOS under proposed designation: 5.1 GPD/Capita
7. Improved/expansions already programmed or needed as a result if proposed amendment: None

Potable Water Analysis

1. Facilities serving the site; current LOS; and LOS standard: City of Apopka ; 100 GPD/Capita; 100 GPD/Capita

If the site is not currently served, please indicate the designated service provider: City of Apopka

2. Projected total demand under existing designation: 300 GPD
3. Projected total demand under proposed designation: 2,550 GPD
4. Capacity available: Yes
5. Projected LOS under existing designation: 100 GPD/Capita
6. Projected LOS under proposed designation: 5.1 GPD/Capita
7. Improved/expansions already programmed or needed as a result of the proposed amendment: None
8. Parcel located within the reclaimed water service area: Yes

Solid Waste

1. Facilities serving the site: City of Apopka
2. If the site is not currently served, please indicate the designated service provider: City of Apopka
3. Projected LOS under existing designation: 1.8 lbs./person/day
4. Projected LOS under proposed designation: 4.5 lbs./day/1000 sf
5. Improved/expansions already programmed or needed as a result of the proposed amendment: None

This initial review does not preclude conformance with concurrency requirements at the time of development approval.

Infrastructure Information

- Water treatment plant permit number: CUP No. 3217
- Permitting agency: St. John's River Water Management District
- Permitted capacity of the water treatment plant(s): 9.353 MGD
- Total design capacity of the water treatment plant(s): 33.696 MGD
- Availability of distribution lines to serve the property: Yes

Availability of reuse distribution lines available to serve the property: Yes

Drainage Analysis

1. Facilities serving the site: None
2. Projected LOS under existing designation: 25 year - 96 hour design storm
3. Projected LOS under proposed designation: 25 year - 96 hour design storm
4. Improvement/expansion: On-site retention/detention pond

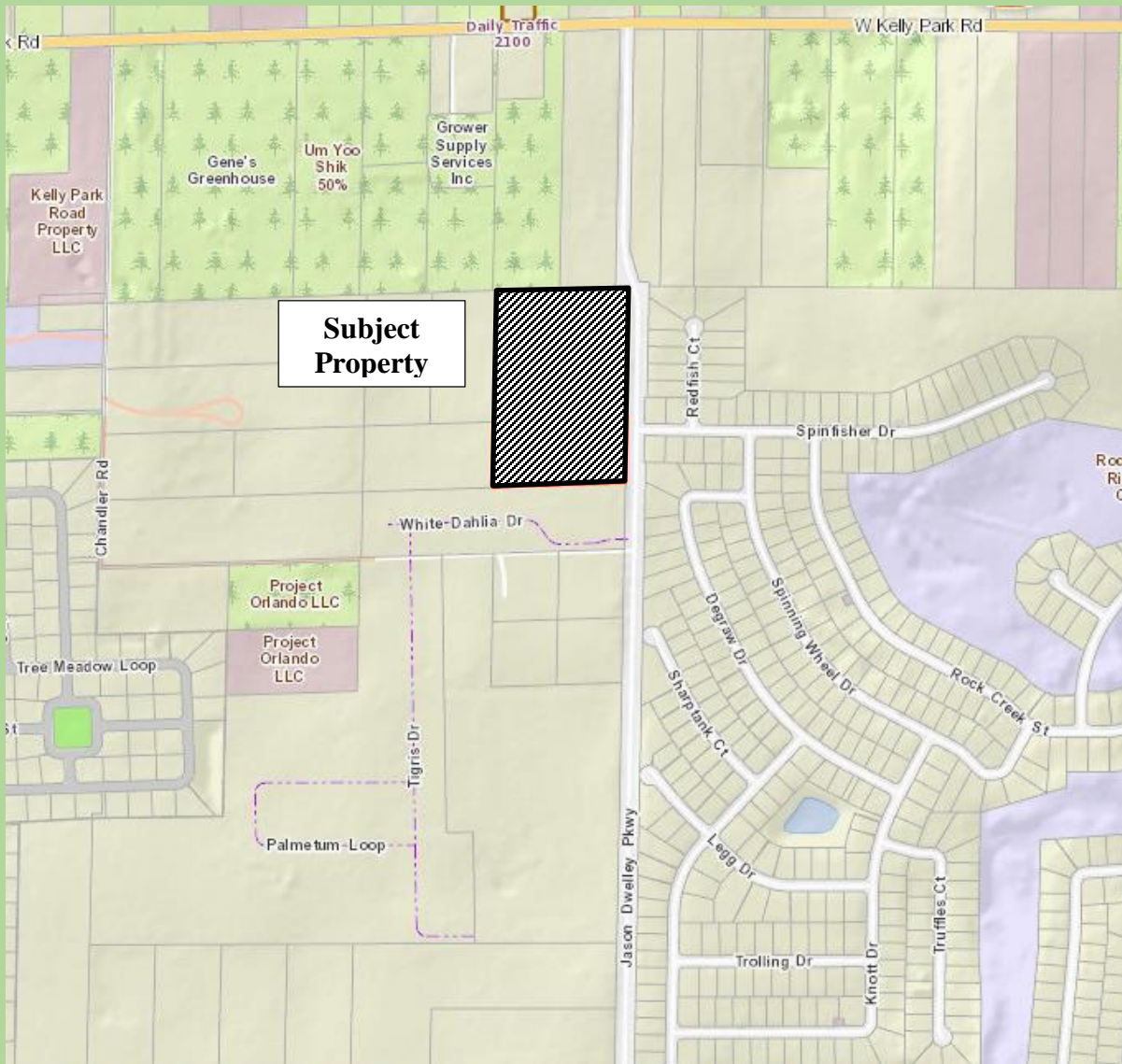
Recreation - Not applicable.

This initial review does not preclude conformance with concurrency requirements at the time of development approval.



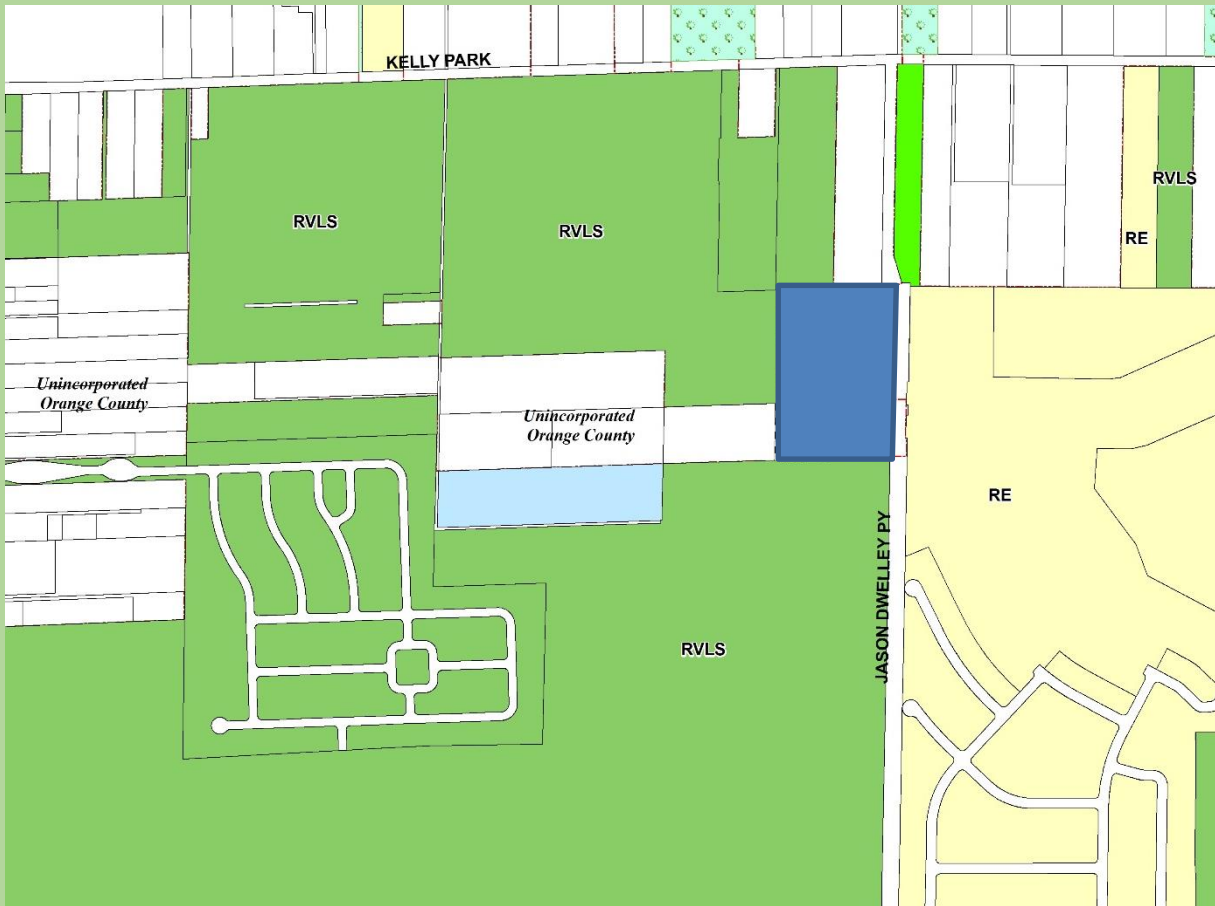
George Thum, Jr. & Phillip and Peggy Dionne
Proposed Large Scale Future Land Use Amendment:
From: “County” Rural (0-1 du/10 ac) & “City” Agriculture (0-1 du/5 ac)
To: “City” Institutional/Public Use
Proposed Change of Zoning:
From: “County” A-1 (ZIP) & “City” AG (Agriculture)
To: “City” PO/I (Professional Office/Institutional)
Parcel ID #s: 18-20-28-0000-00-053 & 18-20-28-0000-00-054

VICINITY MAP



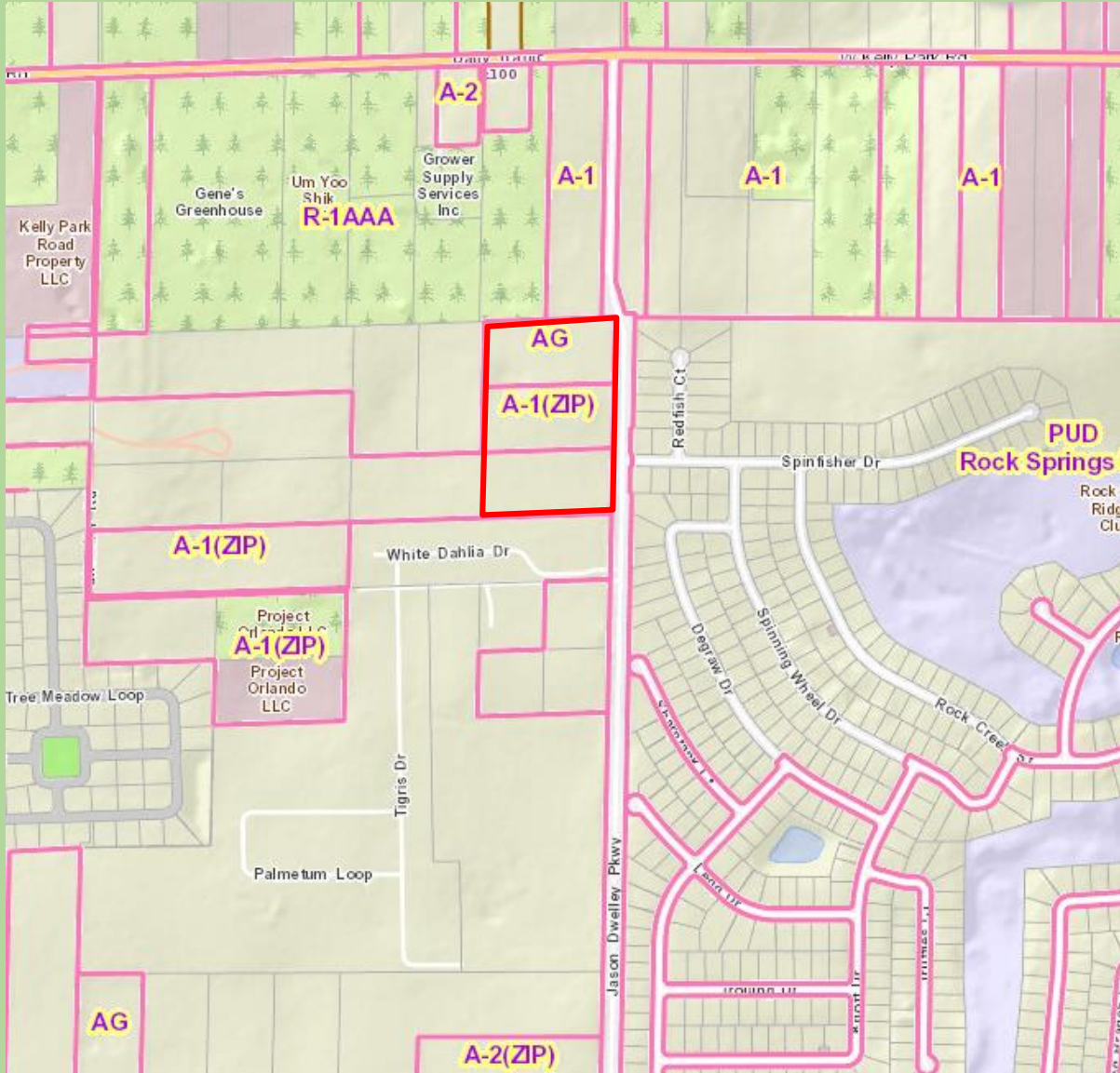


FUTURE LAND USE MAP



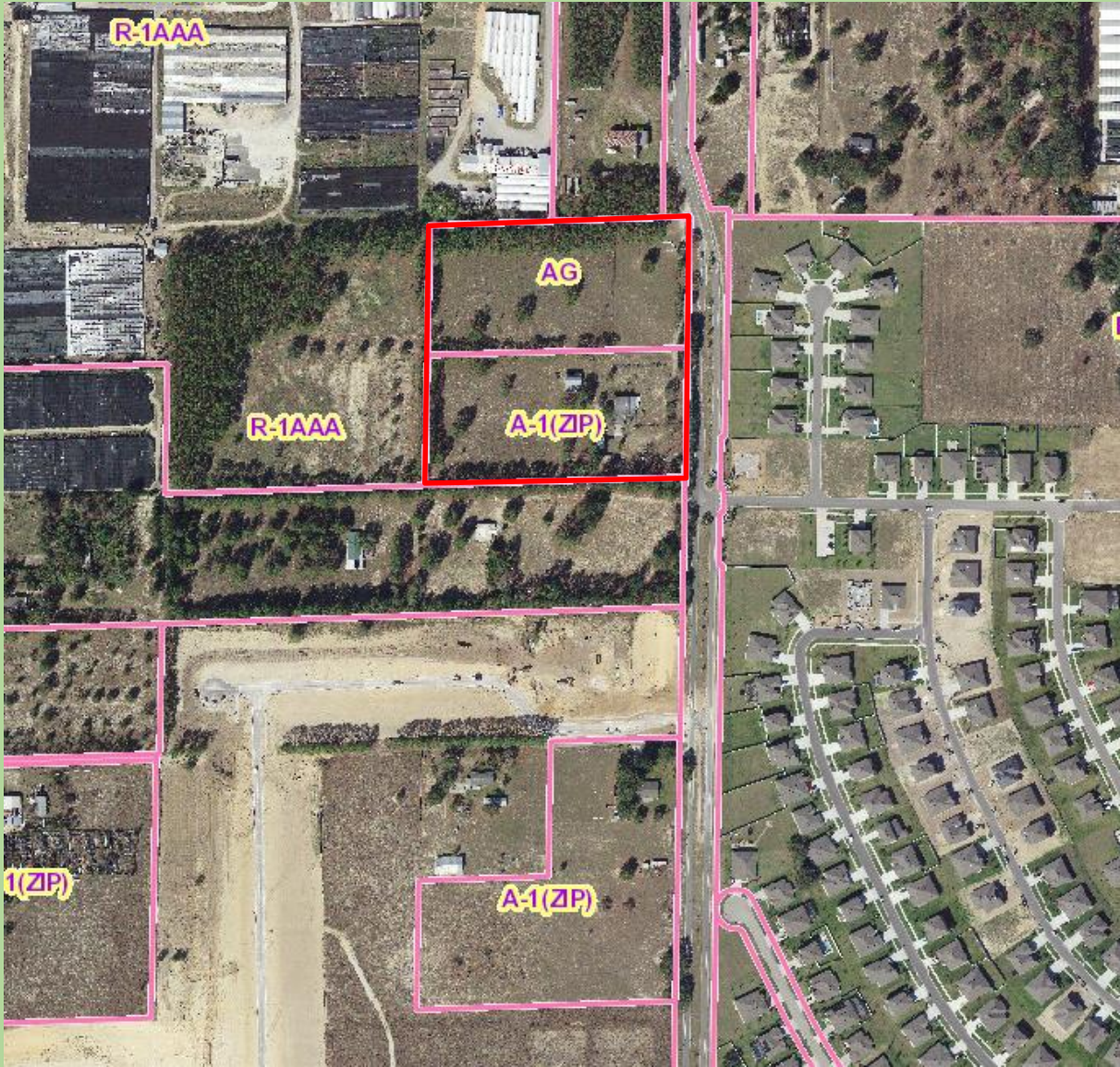


ADJACENT ZONING





ADJACENT USES





EXISTING USES



ORDINANCE NO. 2583

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING THE FUTURE LAND USE DESIGNATION “COUNTY” RURAL (0-1 DU/10 AC) AND “CITY” AGRICULTURE (0-1 DU/10 AC) TO “CITY” INSTITUTIONAL/PUBLIC USE FOR CERTAIN REAL PROPERTY GENERALLY LOCATED WEST OF JASON DWELLEY PARKWAY AND SOUTH OF WEST KELLY PARK ROAD, COMPRISING 15.17 ACRES, MORE OR LESS AND OWNED BY GEORGE THUM, JR. AND BY PHILLIP AND PEGGY DIONNE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Apopka, Florida, on October 2, 1991 adopted Ordinance No. 653 which adopted the Comprehensive Plan for the City of Apopka; and

WHEREAS, the City of Apopka has subsequently amended the Comprehensive Plan for the City of Apopka, most recently through Ordinance No. 2538; and

WHEREAS, the City of Apopka’s Local Planning Agency and the City Council have conducted the prerequisite advertised public hearings, as per Chapter 163, Florida Statutes, relative to the transmittal and adoption of this ordinance and the requirements for amendment to the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Apopka, Florida, as follows:

SECTION I: The City of Apopka hereby amends the Future Land Use Element of the adopted Comprehensive Plan as follows:

The Future Land Use Map is hereby amended and replaced for the property identified in Exhibit “A” of this Ordinance, and incorporated herein by reference.

SECTION II: This Ordinance shall become effective following adoption and upon issuance by the Department of Community Affairs or the Administration Commission, as may be applicable, a final order finding the amendment to be in compliance in accordance with Chapter 163.3184.

SECTION III: If any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section or subsection or part of this ordinance.

SECTION IV: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

ORDINANCE NO. 2583
PAGE 2

SECTION V: This Ordinance shall become effective upon issuance of a final order by the Florida Department of Economic Opportunity finding the plan amendment in compliance in accordance with s.163.3184 (2)(a), Florida Statute.

ADOPTED at a regular meeting of the City Council of the City of Apopka, Florida, this ____ day of _____, 2017.

READ FIRST TIME: September 6, 2017

READ SECOND TIME
AND ADOPTED: _____

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

APPROVED AS TO FORM:

DULY ADVERTISED FOR PUBLIC HEARING: August 25, 2017



EXHIBIT "A"

George Thum, Jr. & Phillip and Peggy Dionne
Proposed Large Scale Future Land Use Amendment:
From: "County" Rural (0-1 du/10 ac) & "City" Agriculture (0-1 du/5 ac)
To: "City" Institutional/Public Use
Parcel ID #s: 18-20-28-0000-00-053 & 18-20-28-0000-00-054

Legal Description:

NE1/4 OF SE1/4 OF NE1/4 (TRACT 52 UNRECORDED PLAT) OF SEC 18-20-28

And

FROM A POINT 665.05 FT S OF NE COR OF SE1/4 OF NE1/4 RUN S 332.53 FT W 660.95 FT N 332.42 FT E 660.64 FT TO POB IN SEC 18-20-28



Backup material for agenda item:

6. Ordinance No. 2584 – First Reading - Change of Zoning/PUD Master Plan - Oak Pointe South – Quasi-Judicial Moon

David



**CITY OF APOPKA
CITY COUNCIL**

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: PUD Master Plan

MEETING OF: September 6, 2017
 FROM: Community Development
 EXHIBITS: Zoning Report
 Vicinity Map
 Adjacent Zoning Map
 Adjacent Uses Map
 Existing Use Map
 Master Site Plan\ PDP, which includes:
 Residential Architectural Renderings
 Gate Entrance Feature

SUBJECT: ORDINANCE NO. 2584 – CHANGE OF ZONING – THOMPSON HILLS ESTATES LLC (OAK POINTE SOUTH PUD)

REQUEST: FIRST READING OF ORDINANCE NO. 2584 – CHANGE OF ZONING – THOMPSON HILLS ESTATES LLC, FROM PLANNED UNIT DEVELOPMENT TO PLANNED UNIT DEVELOPMENT (NEW MASTER PLAN); AND HOLD OVER FOR SECOND READING AND ADOPTION.

SUMMARY:

OWNER/APPLICANT: Thompson Hills Estates LLC (Oak Pointe PUD)
 LOCATION: East of Ocoee Apopka Road, north of McCormick Road
 PARCEL ID NUMBERS: 29-21-28-0000-00-011; 29-21-28-0000-00-016; 29-21-28-0000-00-033; and Portions of: 29-21-28-0000-00-038; 32-21-28-0000-00-004; 32-21-28-0000-00-030
 EXISTING USE: Vacant
 FLUM DESIGNATION: Mixed Use
 CURRENT ZONING: PUD (Planned Unit Development)
 PROPOSED DEVELOPMENT: Single-family and townhome residential development
 PROPOSED ZONING: Planned Unit Development (PUD) (New Master Site Plan)
 TRACT SIZE: 69.7 +/- acres
 PROPOSED DEVELOPMENT: 118 single family homes; 106 townhome units

FUNDING SOURCE:

N/A

DISTRIBUTION

Mayor Kilsheimer	Finance Director	Public Services Director
Commissioners	HR Director	Recreation Director
City Administrator	IT Director	City Clerk
Community Development Director	Police Chief	Fire Chief

ADDITIONAL COMMENTS:

Process: A Planned Unit Development (PUD) zoning currently is assigned to the subject property. The PUD Master Plan associated with the subject property expired several years ago. A PUD new master plan must be approved through a rezoning hearing process. As part of the PUD

Development Summary: The PUD Master Plan includes 106 townhomes and 118 single family homes within a gated community with private streets. A single master homeowners association will serve both the single family homes and townhomes.

- Single family lots typically have a minimum width of 70 feet and a minimum lot area of 8,400 sq. ft., a minimum house livable area of 1,500 sq. ft. and a minimum two-car enclosed garage. A small percent of single family lots (6.8% totaling 8 lots) have a minimum typical lot width of 65 feet and a minimum lot area of 7,800 sq. ft., also with a minimum house livable area of 1,500 sq. ft. and a minimum two-car enclosed garage. No three-car garages are allowed.
- Townhomes will have a minimum lot width of 23 feet and a minimum lot area of 2,530 sq. ft. All townhome units offer a one-car enclosed garage. No two-car enclosed garages are proposed by the developer. Some (75 units) have a one-car driveway; some (31 units) have a two-car driveway.
- Two parks are provided and will be accessible to all residents. Tract N-1 provides a community swimming pool and a cabana with a parking lot. A second community park provides outdoor recreation on 2.03 acres (Tract K-6) and includes a fenced-in dog park.
- To accommodate a private, gated community, the applicant requests to vacate the right-of-way for Irmallee Road, a gated paved public right-of-way ranging in width from 80 feet to as much as 250 feet. One other property owner (not associated with the PUD application) is surrounding by the PUD Master Plan and accesses Irmallee Lane. This one-acre parcel will be granted access rights to the private road if the Irmallee ROW is vacated by City Council.
- Access will occur through a road connection to McCormick Road and a future road connection to Ocoee-Apopka Road. A gate will be located at both the north and south entrances. An emergency gate will be located on the eastern boundary, connecting to Pelock Drive within the Apopka Woods community.
- Perimeter buffers include: a ten foot buffer with a six-foot high brick wall along the western property line adjacent to S.R. 429, a six-foot high vinyl fence within a ten foot buffer next to the Apopka Woods community and next to the County's Northwest Reclamation facility.

Existing Conditions: The Oak Point property owner also owns 69.89 acres serviced by a gated public road – Irmallee Lane. The site typically has a flat topography with no wetlands. Located along the north side of McCormick Road, the PUD Master Plan The City of Ocoee is situated along the south side of McCormick Road. The proposed residential PUD Master Plan abuts land zoned commercial. The commercial land sites between McCormick Road and the single family residential Master Plan are not part of the PUD application. An existing public road – Irmallee Lane – extends from McCormick Road northward through the property. Apopka Woods is a 76 lot, single family residential neighborhood that abuts most of the eastern boundary of Oak Pointe. Typical lots within Apopka wood have a minimum width of 70 feet and a minimum lot area of 7,500 sq. ft.

The Orange County Northwest Reclamation Water Facility on portions of its north and northwest boundary, the Apopka Woods residential community (R-2 zoning, 70 foot wide lots),

Directly to the south of Oak Pointe is a private gated residential community – McCormick Woods – with typical lots of 70 x 125 (8,750 sq. ft.).

Annexation History: The subject properties were annexed into the City via Ordinance 1651 on December 18, 2002. A public road with a right-of-way width ranging from 80 to 150 feet extends from McCormick Road to the Tract L-1 of the project.

Recreation Amenities:

Tract N-1

- Swimming Pool.
- Pool area surrounded by a 36” viburnum hedge, crepe myrtles, magnolia trees, live oak trees, and approved ground cover.
- Pool parking lot - 13 parking plus one handicap parking space.
- Bike rack located adjacent to parking lot.
- 2,200 +/- SF Cabana located next to the pool surrounded by landscaping that blends with the pool landscaping.
- The cabana will be partially open, with the open area surrounded by a four foot metal guardrail/fence.
- A paved sidewalk from the Cabana connects to the sidewalk along Street I.
- An outdoor shower will be placed on both the east and west sides of the building.
- The pool and cabana are appropriately located near the center of the development, easily accessible to both the single family residential units and the townhome.

Tract L-6

- Two multi-purpose playing fields.
- Mulched walking trail around the perimeter of the Tract.
- Paved sidewalk will placed along the west side of the park, connecting Street I with the Tot Lot, Dog Park, and parking lot.
- Paved sidewalk will connect the parking lot at Tract O-1 with the paved sidewalk along the west side of the park.
- Three picnic tables.
- Litter receptacle - 24” X 30” size.
- Eight benches, each with armrests.
- Tot Lot with playground equipment – slides, climbing equipment.
- Dog park with five foot high vinyl coated chain link fence, screened with a viburnum hedge.
- Dogipot aluminum pet station with pet waste receptacle.
- Dog park will be handicap accessible.
- Bike rack located in Tract K-5, between the parking lot and sidewalk along the west side of the park.
- Pedestrian level lighting
- Park area surrounded by a viburnum hedge, sabal palms, crepe myrtles, magnolia trees, live oak trees, and approved ground cover.

RECOMMENDED PUD CONDITIONS OF APPROVAL:

1. A development agreement must be approved by City Council that addresses dedication of a 60-foot wide right-of-way from the northern project line to Ocoee-Apopka Road following alignment delineated in the Oak Pointe North Master Plan; addresses the construction of the southern road from PUD south to McCormick Road; address access rights for the owner and subsequent owners of parcel number 29-21-28-0000-00-037 and addresses project phasing and development conditions.
2. For all recreation and park improvements, a performance bond in an amount acceptable to the City is required if such improvements do not receive a certificate of completion by the first building permit issued for a residential development.
3. Tree removal and arbor mitigation fee shall be determined at the time of the Final Development Plan.
4. Number and location of handicapped parking spaces shall be determined at the time of the Final Development Plan.
5. All recreation areas\parks shall be irrigated.
6. Townhome and single family home architectural design shall be determined at the Final Development Plan. The current renderings shall be removed from the PUD Master Plan and are not part of the Master Plan approval.
7. Current gate at south end of Irmalee Lane at McCormick Road shall be removed by Oak Pointe owner within 14 days of written request of the city engineer.
8. Irmalee Road vacate is approved by City Council upon adoption of the Oak Pointe PUD Ordinance. The road vacate shall be processed as part of the platting process.
9. The spine road from McCormick Road to the northern property line shall be completed prior to the issuance of the first certificate of occupancy for a residential unit.
10. All infrastructure that will be dedicated to the City and all roads and sidewalks shall be constructed to city standards as demonstrated in the Final Development Plan.
11. If a Final Development Plan associated with the PUD district has not been approved by the City within three years after approval of these Master Plan provisions, the approval of the Master Plan provisions will expire. At such time, the City Council may:
 - a. Permit a single one-year extension for submittal of the required Final Development Plan;
 - b. Allow the PUD zoning designation to remain on the property pending resubmittal of new Master Plan provisions and any conditions of approval; or
 - c. Rezone the property to a more appropriate zoning classification.
12. Unless otherwise addressed within the PUD development standards, the R-3 zoning standards will apply to the Townhomes and R-2 zoning standards to the single family lots. No residential duplex units are allowed.

COMPREHENSIVE PLAN COMPLIANCE: The existing and proposed use of the property is consistent with the Residential Low Future Land Use designation and is consistent with the Land Development Code subject to the recommended DRC development conditions.

SCHOOL CAPACITY REPORT: A capacity enhancement agreement and/or school mitigation agreement with OCPS or a letter exempting the project from school capacity enhancement is required prior to submittal of a final development plan.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on May 19, 2017.

PUBLIC HEARING SCHEDULE:

August 8, 2017 - Planning Commission (5:30 pm)
September 6, 2017 - City Council (1:30 pm) - 1st Reading
September 20, 2017 – City Council (7:00 pm) - 2nd Reading

DULY ADVERTISED:

July 21, 2017 – Public Notice and Notification
August 25, 2017
September 8, 2017 – ¼ Page w/Map Ordinance Heading Ad

RECOMMENDED ACTION:

The **Development Review Committee** finds the proposed amendment consistent with the Comprehensive Plan and Land Development Code and recommends approval of the Oak Pointe Planned Unit Development Master Plan and Preliminary Development Plan subject to the DRC Conditions of Approval.

The **Planning Commission**, at its meeting on August 8, 2017, recommended by a vote of 3/1 to approve the Planned Unit Development Zoning and the Master Plan and Preliminary Development Plan subject to a legal opinion being provided to City Council as to whether the amendment is consistent with the Comprehensive Plan and Land Development Code; and the findings and facts presented in the staff report.

City Council: Motion to reschedule public hearings for Ordinance 2584 until November 1, 1:30 pm, and November 15, 7:00 pm to allow time for the annexation of the Irmalee Lane Right-of-Way.

Note: This item is considered quasi-judicial. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

ZONING REPORT

RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (County)	Rural (0-1 du/10 ac)	A-1	Northwest Water Reclamation Facility
East (City)	Residential Low (0-5 du/ac)	R-2	Apopka Woods subdivision
South (City)	Commercial (max 0.25 FAR)	C-1	Vacant commercial\McCormick Rd
West (City & County)	“City” Mixed Use & “County” Rural (0-1 du/10 ac)	Mixed-EC & A-1	SR 429 ROW & Retention Pond

LAND USE &

TRAFFIC COMPATIBILITY:

The property has access to a Major Arterial roadway (McCormick Road) and future access to Ocoee Apopka Road to the north. A proposed internal spine road (Irmalee Lane, currently a gated public road) will be a private gated road and provide connectivity to both Ocoee Apopka to the north and McCormick Road to the south for future residents of Oak Pointe. Future land use designations and zoning categories assigned to properties to the north, south, east, and west are predominantly residential and rural.

**COMPREHENSIVE
 PLAN COMPLIANCE:**

The proposed PUD zoning is compatible with policies set forth in the Comprehensive Plan.

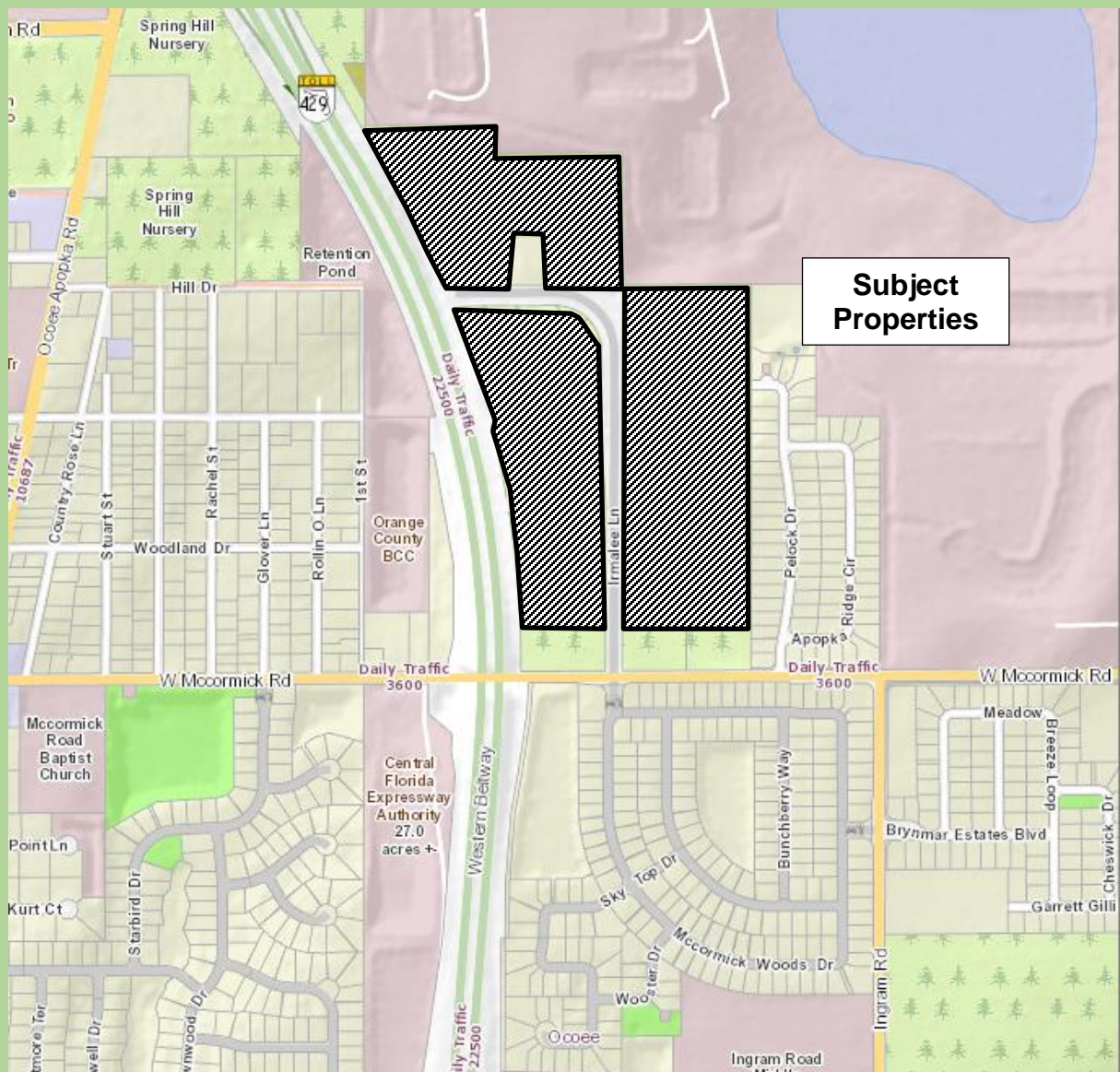
**ALLOWABLE
 USES:**

Single-family and townhome residential uses as set forth within the Planned Unit Development Master Plan.



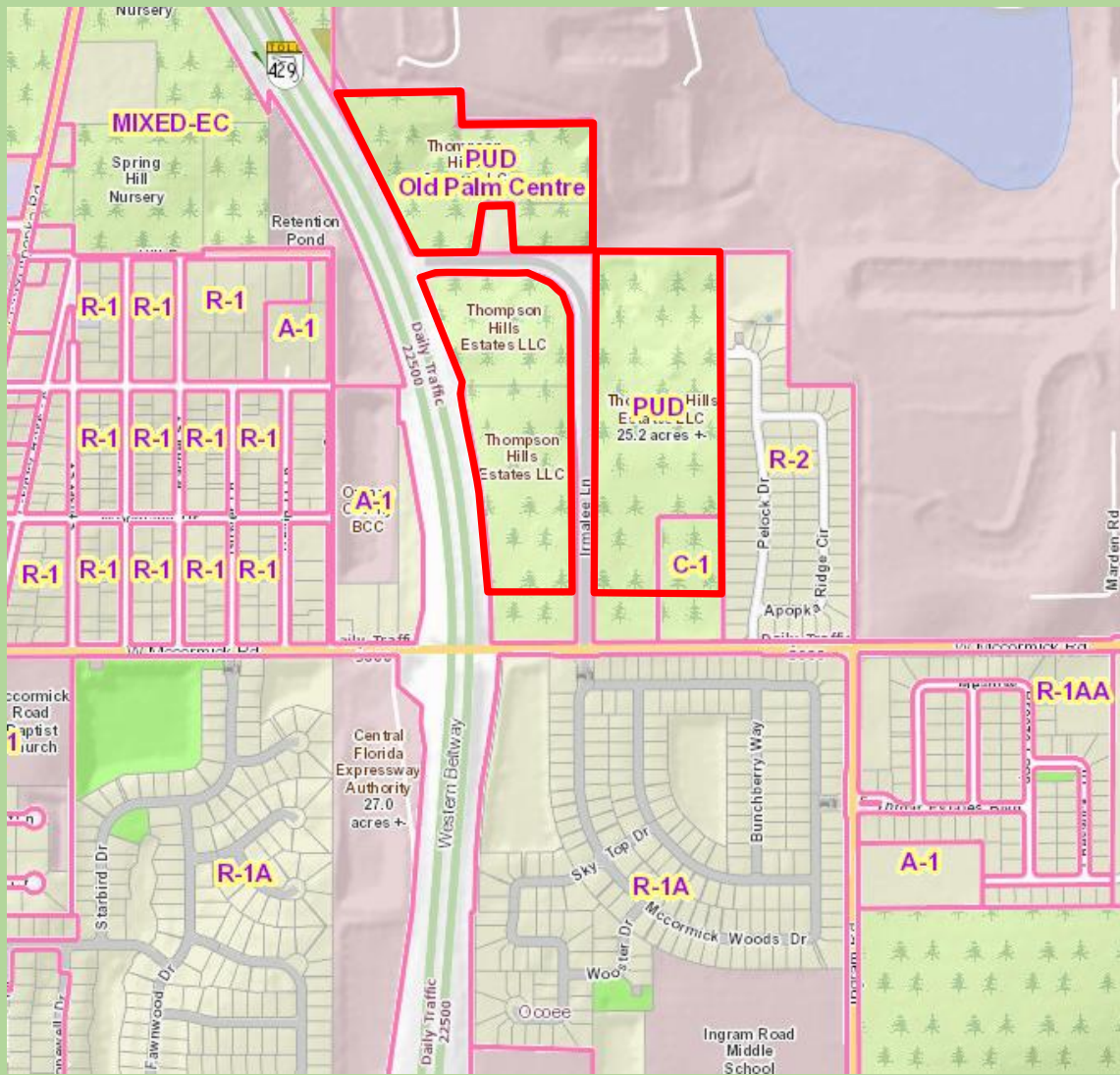
Thompson Hills Estates LLC (Oak Pointe PUD)
67.7 +/- Acres
Proposed Change of Zoning:
From: Planned Unit Development (PUD Residential)
To: Planned Unit Development (New Master Site Plan)
Parcel ID #(s): 29-21-28-0000-00-011; 29-21-28-0000-00-016; 29-21-28-0000-00-033; &
(Portions of): 29-21-28-0000-00-038; 32-21-28-0000-00-004 & 32-21-28-0000-00-030

VICINITY MAP



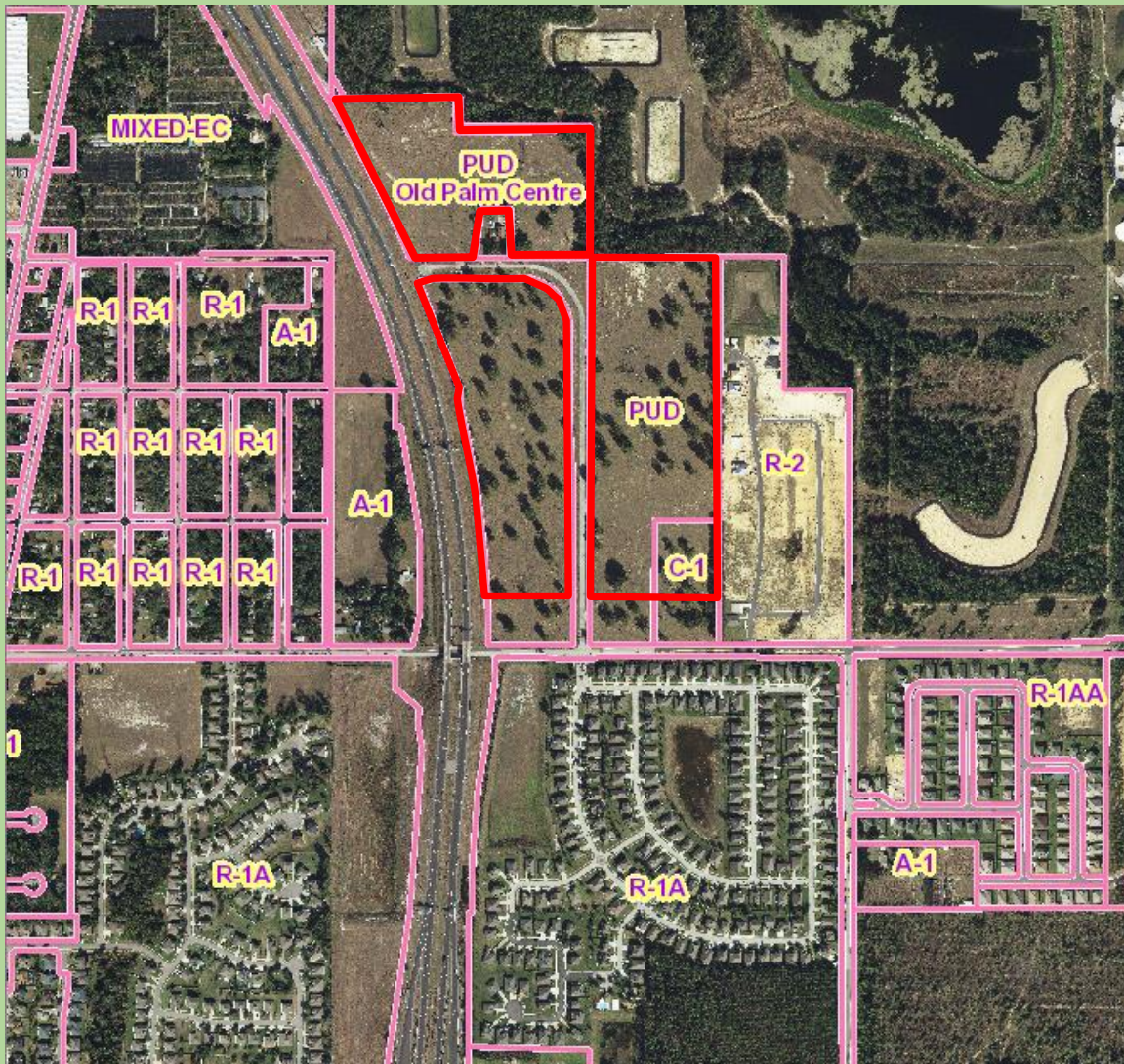


ADJACENT ZONING

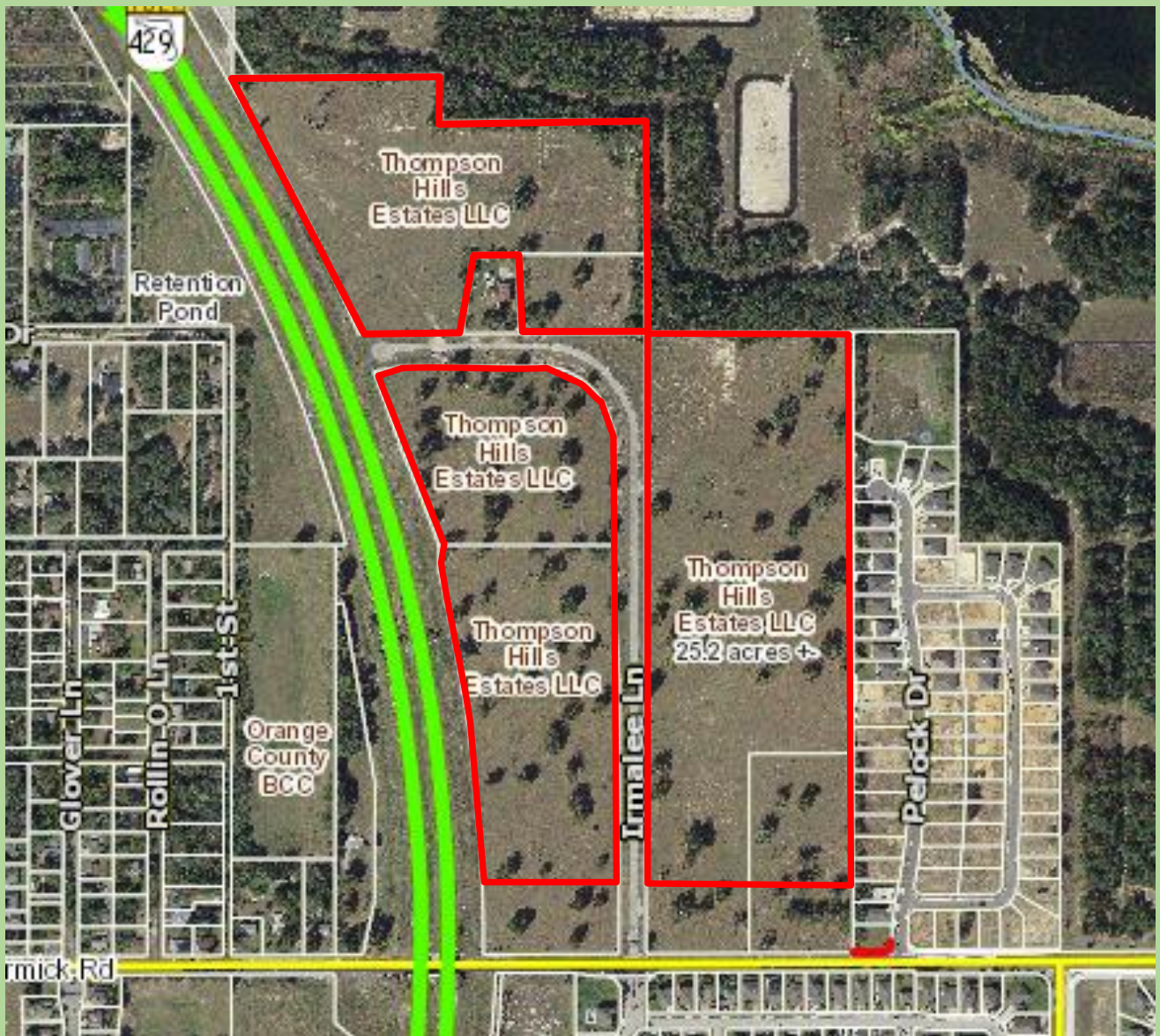




ADJACENT USES



EXISTING USES



OAK POINTE

(f.k.a.) THOMPSON HILLS ESTATES

CITY OF APOPKA, FLORIDA

PUD/ MASTER PLAN

MASTER & PRELIMINARY DEVELOPMENT PLANS

PARCEL ID. NUMBERS:

29-21-28-0000-00-011, 29-21-28-0000-00-016, 29-21-28-0000-00-033
AND PORTIONS OF
29-21-28-0000-00-038, 32-21-28-0000-00-004, 32-21-28-0000-00-030

JULY 24, 2017

TABLE OF CONTENTS

SHEET NO.	DESCRIPTION
1.0	COVER SHEET
2.0	DEVELOPMENT DESIGN STANDARDS
2.1	GENERAL DETAILS AND SECTIONS
3.0	EXISTING CONDITIONS
4.0	MASTER SITE PLAN
5.1-5.4	PRELIMINARY DEVELOPMENT PLAN
6.0	MASTER SIGNAGE PLAN
7.0	FENCING PLAN
8.0	FIRE ACCESS PLAN
9.0	PARKING ANALYSIS
S1	BOUNDARY SURVEY
L1-L4	TREE REMOVAL PLAN
L5-L6	MASTER LANDSCAPE PLANS
L7-L9	COMMUNITY LANDSCAPE PLANS
L10	ENTRANCE LANDSCAPE PLAN
L11	POOL AND CABANA LANDSCAPE PLAN
L12	TOWNHOMES LIFT STATION & PARK LANDSCAPE PLANS
A1-A3	ARCHITECTURAL ELEVATIONS

UTILITY COMPANIES

WATER
ORANGE COUNTY UTILITIES
9150 CURRY FORD RD. 2ND FLOOR
ORLANDO, FLORIDA 32825

WASTEWATER
ORANGE COUNTY UTILITIES
9150 CURRY FORD RD. 2ND FLOOR
ORLANDO, FLORIDA 32825

RECLAIMED WATER
ORANGE COUNTY UTILITIES
9150 CURRY FORD RD. 2ND FLOOR
ORLANDO, FLORIDA 32825

STORMWATER
ST. JOHN'S RIVER WATER
MANAGEMENT DISTRICT
601 SOUTH LAKE DESTINY RD.,
SUITE 200
MAITLAND, FL 32751

PHONE
BRIGHTHOUSE NETWORKS,
CENTURY LINK
3767 ALL AMERICAN BLVD.
ORLANDO, FLORIDA 32810
(407)291-2500

CABLE
BRIGHTHOUSE NETWORKS,
CENTURY LINK
3767 ALL AMERICAN BLVD.
ORLANDO, FLORIDA 32810
(407)291-2500

GAS
LAKE APOPKA NATURAL GAS
1320 S. VINELAND ROAD
WINTER GARDEN, FLORIDA 34777
(407)556-2734

ELECTRIC
DUKE ENERGY
P.O. BOX 14042
ST. PETERSBURG, FLORIDA 33733
(407)629-1010

APPLICANT / OWNER
THOMPSON HILLS ESTATES, LLC
207 ISLAND DRIVE.
JUPITER, FLORIDA 33477
PHONE: (561)746-8848
CONTACT: MALCOLM JONES

SURVEYOR
ROGER A. HAGLER, P.L.S.M.
PROFESSIONAL LAND SURVEYORS, MAPPERS
585 ORANGE AVE.
SEBASTIAN, FLORIDA 32958
PHONE: (772)205-1231
CONTACT: ROGER A. HAGLER, P.L.S.M.

ENGINEER
EVANS ENGINEERING, INC.
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
PHONE: (407)872-1515
CONTACT: DAVID EVANS, P.E.

GEOTECHNICAL ENGINEER
ARDAMAN & ASSOCIATES
8008 SOUTH ORANGE AVENUE
ORLANDO, FLORIDA 32809
PHONE: (407)855-3860
CONTACT: CHUCK CUNNINGHAM

STATEMENT OF INTENDED USE:
THE DEVELOPMENT OF A 224 LOT SINGLE FAMILY SUBDIVISION
PROJECT ADDRESS:
1527 W. MCCORMICK ROAD
APOPKA, FLORIDA 32703

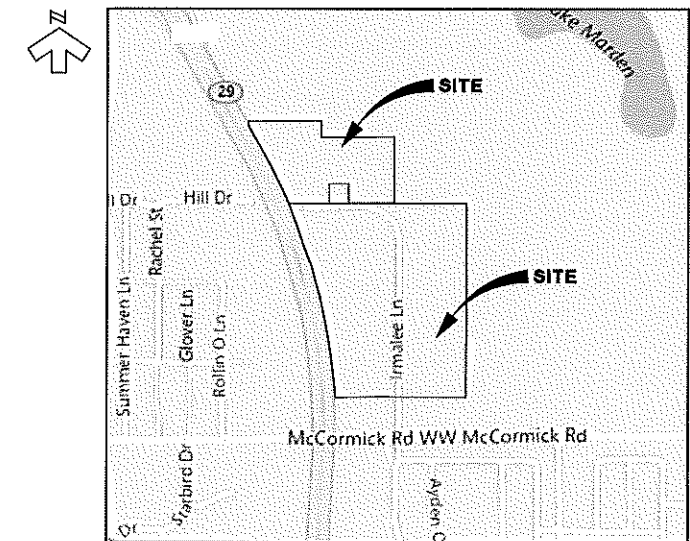
PLAN PROVIDED FOR:

- PRELIMINARY PLAN
- BID SET
- PERMIT REVIEW SET
- CONSTRUCTION SET
- RECORD DRAWING

* THIS PLAN SHALL NOT BE USED FOR CONSTRUCTION UNLESS APPROVED FOR CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL PERMITS HAVE BEEN OBTAINED PRIOR TO STARTING CONSTRUCTION.



719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 00005788



VICINITY MAP
N.T.S.

LEGAL DESCRIPTION

TRACT 1
A PARCEL OF LAND SITUATE IN SECTIONS 29 AND 32, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 29, SAID POINT ALSO BEING ON THE EASTERN RIGHT-OF-WAY LINE OF IRMALEE LANE AS SHOWN ON ANCEPA RIGHT-OF-WAY MAP, PROJECT NO. 75246-60-001, THENCE RUN ALONG SAID RIGHT-OF-WAY LINE AND THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, NORTHEAST 1/4 WEST, A DISTANCE OF 458.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29, THENCE RUN NORTH 89° 20' 16" EAST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29, A DISTANCE OF 623.00 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29, THENCE RUN SOUTH 89° 20' 16" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 125.00 FEET TO A POINT OF INTERSECTION WITH THE EASTERN LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 493, AS SHOWN ON THE ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP, PROJECT NO. 235-046-06-01, THENCE ALONG SAID RIGHT-OF-WAY LINE OF STATE ROAD 493, A DISTANCE OF 129.89 FEET TO A POINT OF INTERSECTION WITH A LINE LYING 50 FEET NORTH OF AN PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 29, SAID LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF WEST MCCORMICK ROAD AS LAID OUT AND SHOWN, THENCE RUN SOUTH 89° 20' 16" WEST ALONG SAID RIGHT-WAY LINE, A DISTANCE OF 62.00 FEET TO THE EASTERN RIGHT-OF-WAY LINE OF IRMALEE LANE, THENCE RUN NORTH 10° 23' 32" EAST ALONG SAID RIGHT-OF-WAY LINE AND THE WEST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 29, A DISTANCE OF 195.89 FEET BACK TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 19,074 SQUARE FEET OR 39.08 ACRES MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS ARE RELATIVE TO THE FLORIDA STATE PLANE SYSTEM NATIONAL ADJUSTED DATUM OF 1983 (FAD83), EAST ZONE TRANSVERSE MERCATOR, ZONE 18A-99.

TRACT 2
A PARCEL OF LAND SITUATE IN SECTIONS 29 AND 32, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 29, SAID POINT ALSO BEING ON THE EASTERN RIGHT-OF-WAY LINE OF IRMALEE LANE AS SHOWN ON ANCEPA RIGHT-OF-WAY MAP, PROJECT NO. 75246-60-001, THENCE RUN SOUTH 89° 20' 16" WEST, A DISTANCE OF 101.00 FEET TO A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF SAID IRMALEE LANE AND THE POINT OF BEGINNING OF THE PARCEL INTENDING TO BE DESCRIBED, THENCE FROM SAID POINT OF BEGINNING ALSO SAID WESTERN RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE COURSES: FIRST SOUTH 10° 00' 00" WEST, A DISTANCE OF 111.70 FEET, THENCE SOUTH 10° 00' 00" EAST, A DISTANCE OF 308.93 FEET, THENCE SOUTH 10° 00' 00" WEST, A DISTANCE OF 487.00 FEET TO A POINT OF INTERSECTION WITH A LINE LYING 30 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 29, SAID LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF WEST MCCORMICK ROAD AS LAID OUT AND SHOWN, THENCE RUN SOUTH 89° 20' 16" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 125.00 FEET TO A POINT OF INTERSECTION WITH THE EASTERN LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 493, AS SHOWN ON THE ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP, PROJECT NO. 235-046-06-01, THENCE ALONG SAID RIGHT-OF-WAY LINE OF STATE ROAD 493, A DISTANCE OF 129.89 FEET FROM A POINT ON A CURVE BEGINNING AT THE POINT OF INTERSECTION WITH THE EASTERN LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 493, AS SHOWN ON THE ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP, PROJECT NO. 235-046-06-01, THENCE ALONG SAID RIGHT-OF-WAY LINE OF STATE ROAD 493, A DISTANCE OF 129.89 FEET TO A POINT OF INTERSECTION WITH A LINE LYING 50 FEET NORTH OF AN PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 29, SAID LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF WEST MCCORMICK ROAD AS LAID OUT AND SHOWN, THENCE RUN SOUTH 89° 20' 16" WEST ALONG SAID RIGHT-WAY LINE, A DISTANCE OF 62.00 FEET TO THE EASTERN RIGHT-OF-WAY LINE OF IRMALEE LANE, THENCE RUN NORTH 10° 23' 32" EAST ALONG SAID RIGHT-OF-WAY LINE AND THE WEST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 29, A DISTANCE OF 195.89 FEET BACK TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 19,074 SQUARE FEET OR 39.08 ACRES MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS ARE RELATIVE TO THE FLORIDA STATE PLANE SYSTEM NATIONAL ADJUSTED DATUM OF 1983 (FAD83), EAST ZONE TRANSVERSE MERCATOR, ZONE 18A-99.

TRACT 3
A PARCEL OF LAND SITUATE IN SECTIONS 29 AND 32, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29, SAID POINT OF BEGINNING ALSO BEING AT THE NORTHEAST CORNER OF THE RIGHT-OF-WAY FOR IRMALEE LANE AS SHOWN ON ANCEPA RIGHT-OF-WAY MAP, PROJECT NO. 75246-60-001, THENCE RUN SOUTH 89° 20' 16" WEST ALONG SAID RIGHT-WAY LINE AND THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29, A DISTANCE OF 458.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29, A DISTANCE OF 623.00 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29, THENCE TRAVELER SAID LANDS FOR THE FOLLOWING THREE COURSES: FIRST NORTH 10° 00' 00" EAST, A DISTANCE OF 355.84 FEET, THENCE SOUTH 89° 20' 16" WEST, A DISTANCE OF 18.00 FEET, THENCE SOUTH 10° 00' 00" WEST, A DISTANCE OF 215.56 FEET BACK TO THE POINT OF BEGINNING. THENCE RUN SOUTH 89° 20' 16" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 125.00 FEET TO A POINT OF INTERSECTION WITH THE EASTERN LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 493, AS SHOWN ON THE ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP, PROJECT NO. 235-046-06-01, SAID POINT BEING A POINT ON A SMOOTH CURVE BEGINNING AT THE POINT OF INTERSECTION WITH THE EASTERN LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 493, AS SHOWN ON THE ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP, PROJECT NO. 235-046-06-01, THENCE RUN NORTH 10° 00' 00" EAST ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CENTRAL ANGLE OF 1° 19' 16", A DISTANCE OF 67.65 FEET, THENCE CONTINUE ALONG SAID LIMITED ACCESS RIGHT-OF-WAY LINE NORTH 29° 35' 57" WEST, A DISTANCE OF 33.00 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29, THENCE DEPART FROM SAID LIMITED ACCESS RIGHT-OF-WAY LINE AND ALSO THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29, THENCE RUN NORTH 89° 20' 16" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 62.00 FEET TO THE EAST LINE OF SAID WEST 1/2, THENCE RUN SOUTH 89° 20' 16" WEST ALONG SAID RIGHT-WAY LINE, A DISTANCE OF 125.00 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE RUN NORTH 10° 00' 00" EAST ALONG SAID RIGHT-WAY LINE, A DISTANCE OF 62.00 FEET TO THE EAST LINE OF SAID WEST 1/2, A DISTANCE OF 458.00 FEET BACK TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 9,902 SQUARE FEET OR 22.78 ACRES MORE OR LESS.



Know what's below. Call before you dig.

CALL THE SUNSHINE STATE ONE CALL
811 OR 1-800-432-4770
48 HOURS BEFORE DIGGING FOR THE LOCATION OF UNDERGROUND UTILITIES.

NOTE:
ALL RESIDENTIAL ARCHITECTURAL APPEARANCE SHALL BE IN ACCORDANCE WITH THE APOPKA DEVELOPMENT DESIGN GUIDELINES, OR ALTERNATIVE DEVELOPMENT DESIGN STANDARDS, SUBJECT TO APPROVAL BY THE COMMUNITY DEVELOPMENT DEPARTMENT.

EVANS ENGINEERING, INC. CERTIFICATE OF AUTHORIZATION NO. 00005788
 DAVID L. EVANS, P.E. JULY 26, 2017
 DATE: JUL 26, 2017
 EVANS ENGINEERING, INC. CERTIFICATE OF AUTHORIZATION NO. 00005788

Design Standards

Lot Criteria

Setback Table	Single Family	Townhomes
Front Porch(1)	19'	N/A
Front (Garage)	30'	22'
Front (Building)	25'	22'
Rear	20'	15'
Side	7.5'	10' Ext. 0' Int.
Side Street(2)	15'	15'
Accessory Structure Rear	5'	N/A
Lot Dimensions		
Minimum Lot Area	7,800 SF (0.179 AC)	2,530 SF
Minimum Lot Width	70' *	23'
Minimum Lot Depth	120'	110'
Max lot coverage	75%	75%
Max Building Height	35' / 2 stories	35' / 2 stories
Minimum Living Area	1,500 SF	1,350 SF

*MINIMUM LOT WIDTH NOTE:

THE FOLLOWING LOTS OF A MINIMUM LOT WIDTH OF 65': 9, 13, 17, 21, 69, 73, 77, 79

	Count	Percentage
65' Width Lots	8	6.8%
70' Width Lots	110	93.2%
Total Lots	118	100.0%

SINGLE- FAMILY LOT DATA:

Lot Number	Lot Width* (ft.)	Lot Area (ac.)	Lot Number	Lot Width* (ft.)	Lot Area (ac.)	Lot Number	Lot Width* (ft.)	Lot Area (ac.)
1	70.0	0.193	41	70.0	0.223	81	70.0	0.193
2	70.0	0.193	42	70.0	0.223	82	70.0	0.193
3	70.0	0.193	43	70.0	0.223	83	110.1	0.346
4	70.0	0.193	44	77.5	0.243	84	70.0	0.222
5	70.0	0.192	45	70.0	0.226	85	70.0	0.222
6	76.3	0.288	46	70.0	0.226	86	70.0	0.222
7	70.6	0.401	47	70.0	0.226	87	70.0	0.222
8	71.0	0.440	48	77.9	0.250	88	85.9	0.305
9	65.0	0.251	49	79.7	0.255	89	105.1	0.331
10	70.0	0.228	50	70.0	0.226	90	70.0	0.223
11	70.0	0.195	51	70.0	0.226	91	70.0	0.223
12	70.7	0.213	52	70.0	0.226	92	70.0	0.223
13	66.3	0.181	53	70.0	0.193	93	70.0	0.223
14	71.4	0.194	54	70.0	0.193	94	110.1	0.346
15	71.4	0.194	55	70.0	0.193	95	110.2	0.348
16	71.4	0.194	56	70.0	0.193	96	70.0	0.223
17	66.3	0.181	57	70.0	0.193	97	70.0	0.223
18	71.4	0.194	58	70.0	0.193	98	70.0	0.223
19	71.4	0.194	59	70.0	0.194	99	70.0	0.223
20	71.4	0.194	60	70.0	0.207	100	105.0	0.331
21	66.5	0.181	61	70.0	0.223	101	105.0	0.331
22	70.5	0.233	62	92.4	0.298	102	70.0	0.223
23	71.1	0.291	63	70.0	0.193	103	70.0	0.223
24	71.2	0.248	64	70.0	0.193	104	70.0	0.223
25	70.0	0.193	65	70.0	0.193	105	70.0	0.223
26	70.0	0.193	66	70.0	0.193	106	110.3	0.348
27	70.0	0.193	67	70.0	0.193	107	110.3	0.346
28	77.5	0.243	68	70.0	0.193	108	70.0	0.222
29	70.0	0.222	69	65.0	0.179	109	70.0	0.222
30	70.0	0.222	70	70.0	0.193	110	70.0	0.222
31	82.6	0.275	71	70.0	0.193	111	70.0	0.222
32	110.7	0.328	72	70.0	0.193	112	105.3	0.331
33	70.0	0.222	73	65.0	0.184	113	105.4	0.332
34	70.0	0.222	74	70.7	0.238	114	70.0	0.222
35	77.5	0.243	75	70.3	0.380	115	70.0	0.223
36	77.5	0.243	76	70.3	0.299	116	70.0	0.223
37	70.0	0.223	77	65.3	0.205	117	70.0	0.223
38	70.0	0.223	78	70.0	0.193	118	110.4	0.348
39	70.0	0.223	79	65.0	0.179			
40	99.4	0.284	80	70.0	0.193			

*LOT WIDTH MEASURE AT BUILDING SETBACK

SITE DATA:

TOTAL AREA	69.38 AC
PHASES:	1
SINGLE FAMILY UNITS	118
TOWNHOME UNITS	106
TOTAL UNITS	224

DENSITY (TOTAL UNITS / TOTAL AREA):
224 (UNITS) / 69.38 AC = 3.3 U/AC

RECREATIONAL AREA:	
REQUIRED (3.6 AC / 1000 PERSONS):	
1 UNIT = 2.6 PERSONS	224 (UNITS) x 2.6 = 582.4 PERSONS
582.4 x (3.6/1000)	= 2.10 AC
PROVIDED	
TRACT N-1	= 0.80 AC
TRACT K-6	= 2.03 AC
TOTAL	= 2.83 AC

OPEN SPACE CALCULATIONS:

REQUIRED:	
SINGLE FAMILY:	
TOTAL AREA	49.69 AC
REQUIRED %	20 %
REQUIRED AREA	9.94 AC

TOWNHOUSES:	
TOTAL AREA	19.69 AC
REQUIRED %	30 %
REQUIRED AREA	5.91 AC
TOTAL REQ'D OPEN SPACE AREA	15.85 AC

PROVIDED:	
SINGLE FAMILY:	
BUFFER YARDS (TRACTS J)	0.58 AC
OPEN SPACE (TRACTS K)	5.79 AC
RETENTION (TRACTS L)	4.97 AC*
RECREATION (TRACTS N)	0.80 AC
SINGLE FAMILY TOTAL	12.11 AC

TOWNHOUSE:	
BUFFER YARDS (TRACTS J)	0.29 AC
OPEN SPACE (TRACTS K)	4.33 AC
RETENTION (TRACTS L)	2.35 AC
TOWNHOUSE TOTAL	6.97 AC

TOTAL OPEN SPACE PROVIDED 19.08 AC

*50% OF TOTAL REQUIRED SINGLE FAMILY OPEN SPACE AREA

Notes:

1. Front Porch Setbacks as allowed per City of Apopka Development Design Guidelines Ord. 2502, July 2016.
2. Side Street setback requires no lot frontages on Street I and that the side street setback will not be in front of any front setback of any adjacent lot.

Architectural, Buildings and Architectural Standards

1. Architectural Design shall meet the intent of the City of Apopka Design Development Guidelines Ord. 2502, July 2016.
2. Single family detached homes will have two car enclosed garages.
3. Townhomes will have a combination of single and two car garages as depicted on the parking plan.
4. Mail delivery for SF and Townhomes will be in a Kiosk as located at each amenity area and shown on the Development Plan.

Utilities and Infrastructure

1. Water, sanitary sewer and reclaimed services will be provided by Orange County Utilities.
2. Storm water management system shall be designed to comply with the requirements of the City of Apopka and SJRWMD.
3. All internal streets and Street I in its entirety from McCormick Road to its northern terminus will be owned and maintained by the HOA, included the landscape medians.
4. Street I north of the public portion will be owned and maintained by the HOA.
5. Fire protection and a stabilized access road will be provided prior to vertical building construction.
6. Five foot concrete sidewalks will be provided on all internal streets per the Engineering Standards manual.
7. Electric power will be provided underground. No overhead power service will be permitted with this development.
8. Vehicular, pedestrian and accent lighting shall substantially conform to section 3.10 of the City of Apopka Development Design Guidelines.
9. A lighting plan must be submitted with the Final Development Plan.
10. Street Names will be provided at the time of the Final Development Plan.

Recreation and Open Space

1. Required project open space shall be a minimum of 20% for the Single Family portion and 30% for the townhome portion per the City of Apopka PUD LDC 2.02.18 D. 19. B.
2. Project Recreational Area shall be provided at a rate of 3.6 acres per thousand population with 2.6 persons per dwelling unit.
3. The recreational tract located in the Single Family area of the project will include a pavilion and swimming pool. This tract will be easily accessible by the single family and townhomes within the development.
4. The recreational tract located in the townhome area of the project will include large play fields, benches, a dog park and walking trails. This recreational tract will be easily accessible by the townhomes and single family homes.
5. All proposed amenity areas will be shared by the entire residential development.
6. The required amenity areas will be completed and open for use by the issuance of the 50th Certificate of Occupancy for all residential units.
7. All recreation and open space areas will be owned and maintained by the HOA.

Buffers and Landscaping

1. A 10' buffer will be provided along SR 429 as shown on the landscape plans and consist of a 6' precast stone wall and landscaping.
2. A 10' buffer will be provided along the southern boundary of the single family residential and will include a 6' precast stone wall and landscaping.
3. A 6' tan vinyl fence will be placed at the north and east property boundary. A 6' tan vinyl fence exists on the west boundary of the Apopka Woods development. The fence proposed on this property will only be installed where there are areas not fenced on the eastern property line. A fencing plan is included in this development proposal.
4. Each single family residential lot will include two newly planted trees. The trees planted in the front yards will also serve as the street trees.

Wetlands and Environmental

1. There are no wetlands on the proposed site area.
2. There is no 100 year flood plain on the proposed site area.
3. An erosion protection plan will be submitted during the final development plan process.
4. Tree removal and replacement and landscaping will comply with Article V of the City of Apopka Land Development Code.
5. Individual Lot Arbor / Clearing permit is required prior to clearing or grading of any lots.

Miscellaneous

1. Any existing septic tanks or wells shall be properly abandoned prior to earthwork or construction permits.
2. All acreages are subject to change with the Final Engineering and Final plat review and approval.
3. The existing home within the townhome development area will maintain access rights through the proposed private access road.
4. Final location of the covered mail kiosk within the townhome community shall be determined at the Final Development Plan. A letter of approval from the Postmaster shall be submitted prior to Final Development Plan approval. The mail kiosk shall have a similar architectural appearances as the townhome buildings.

DATE	REVISIONS	BY
4-20-17	REV PER DRC COMMENTS	TW/MWK
6-26-17	REV PER DRC COMMENTS	M/MWK

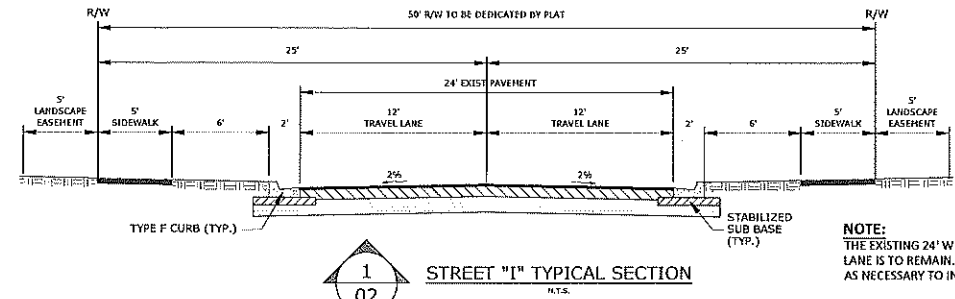
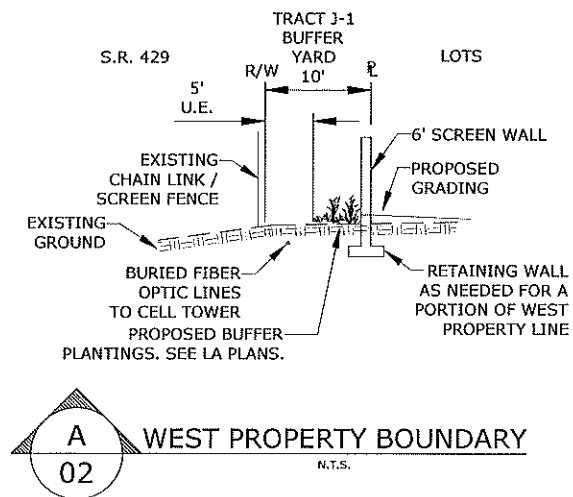
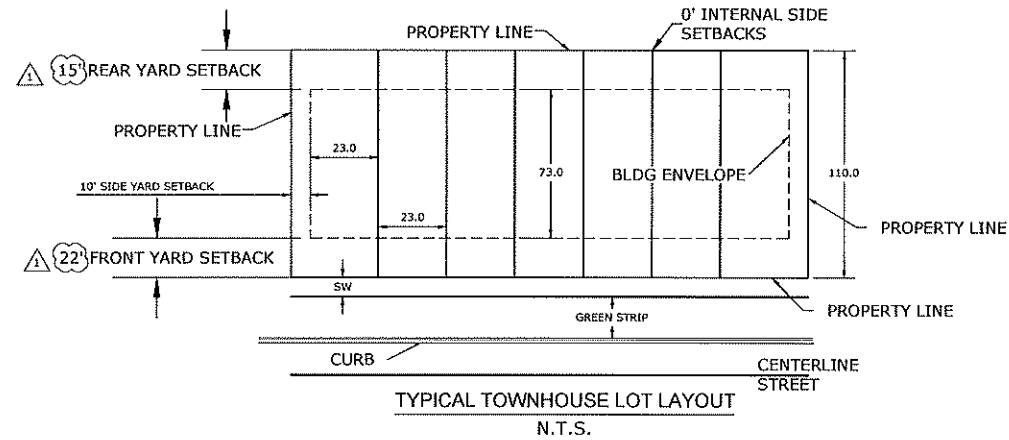
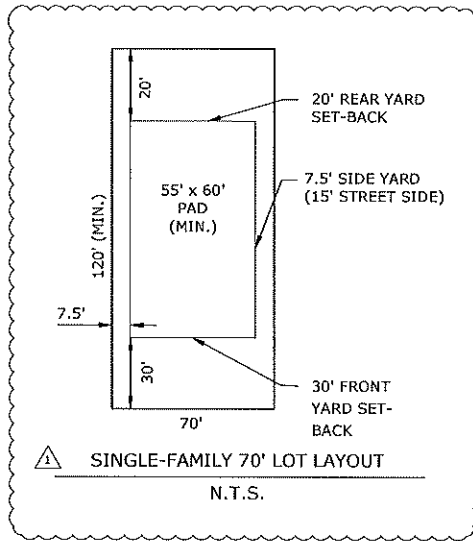
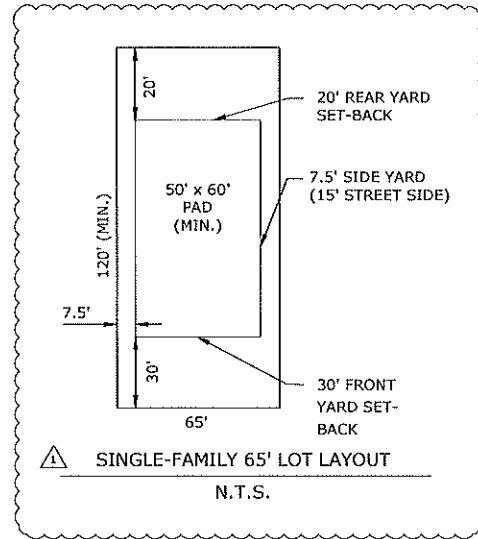
EVANS ENGINEERING, INC.
LAND PLANNING PERMITTING SERVICES
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
WWW.EVANSENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NO. 00005758
DATE: JUL 26, 2017

EVANS ENGINEERING, INC.
LAND PLANNING PERMITTING SERVICES
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
WWW.EVANSENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NO. 00005758

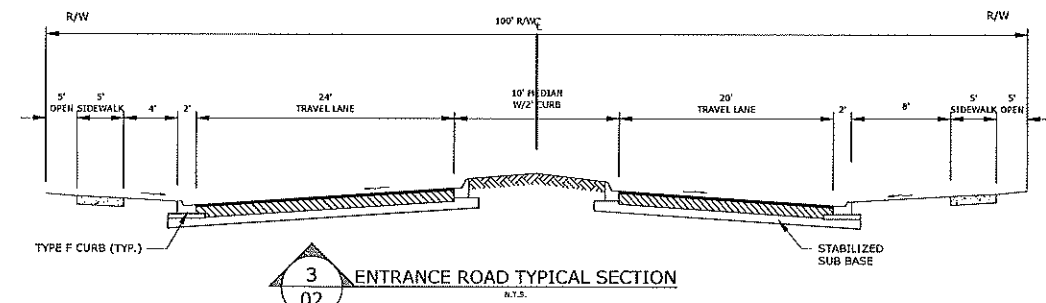
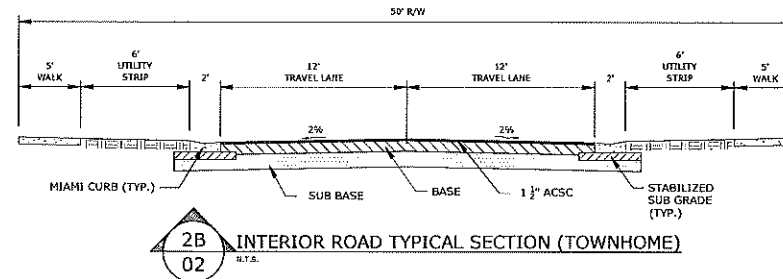
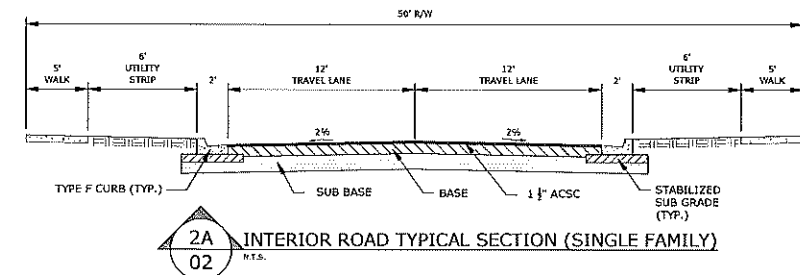
OAK POINTE
FOR
THOMPSON HILLS ESTATES LLC
FLORIDA
CITY OF APOPKA.

DEVELOPMENT
DESIGN STANDARDS

DRAWN: TWV / MWK
CHECKED: MPG
DATE: JULY 2017
SCALE: NTS
JOB #: 25801
SHEET #:
20
SHEETS



NOTE:
THE EXISTING 24' WIDE PAVEMENT ON IRMALEE LANE IS TO REMAIN. THE EDGES WILL BE SAWCUT AS NECESSARY TO INSTALL NEW CURB.



310

DATE	REVISIONS	BY	CHK'D
4-20-17	1	REV PER DRC COMMENTS	TW/MWK
6-26-17	2	REV PER DRC COMMENTS	MW/MWK

EVANS ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION NO. 6786
DATE: JUL 26, 2017

EVANS ENGINEERING, INC.
LAND PLANNING PERMITTING SERVICES
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
WWW.EVANSENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NO. 0005788

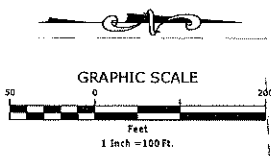
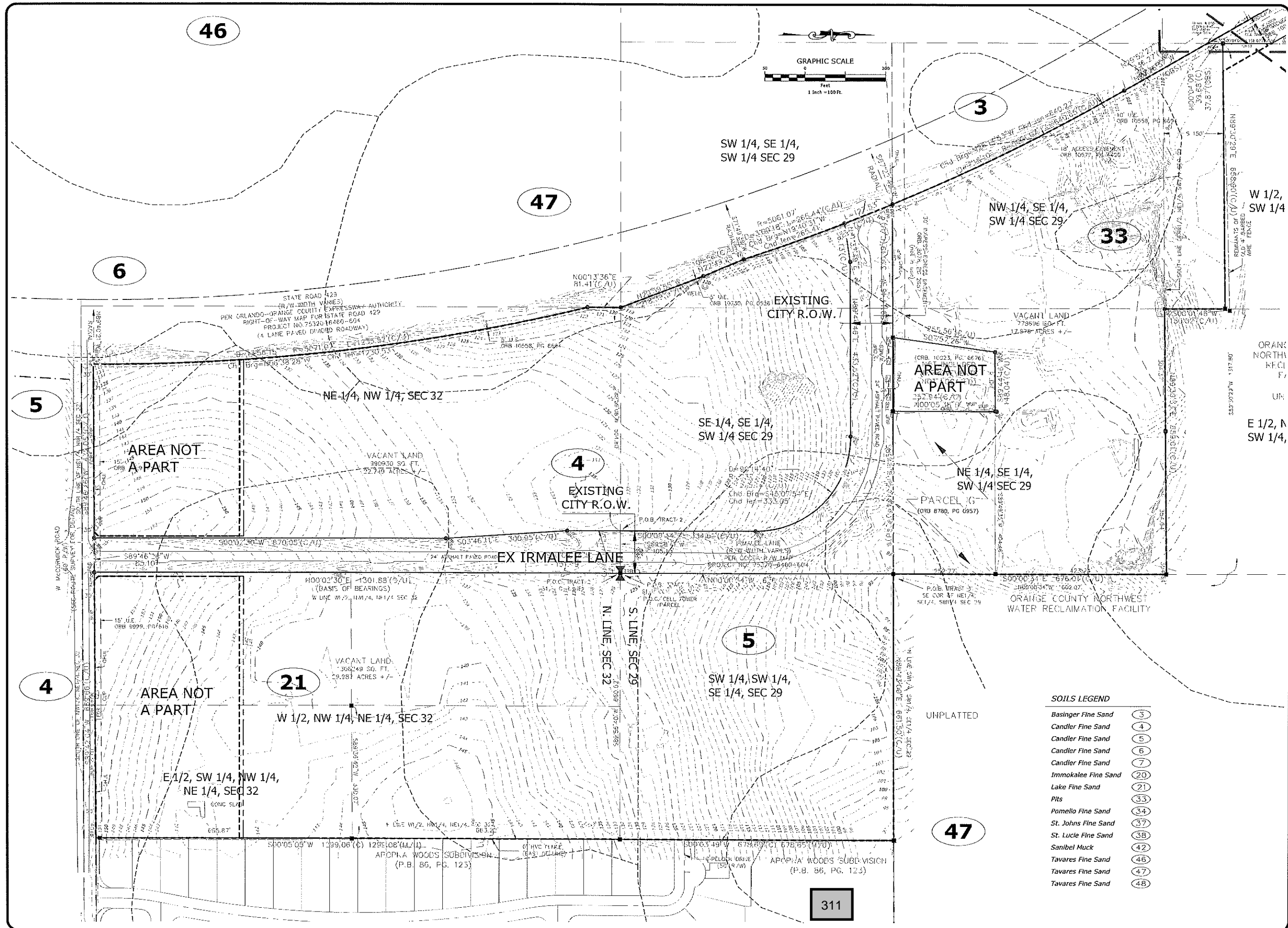
OAK POINTE
FOR
THOMPSON HILLS ESTATES LLC
FLORIDA
CITY OF APOPKA.

GENERAL
DETAILS AND SECTIONS

DRAWN:
TW / MWK
CHECKED:
MPG
DATE:
JULY 2017
SCALE:
1" = 100'
JOB #:
25801
SHEET #:

21

OF SHEETS



SOILS LEGEND

Basinger Fine Sand	(5)
Candler Fine Sand	(4)
Candler Fine Sand	(5)
Candler Fine Sand	(6)
Candler Fine Sand	(7)
Immokalee Fine Sand	(20)
Lake Fine Sand	(21)
Pits	(33)
Pomello Fine Sand	(34)
St. Johns Fine Sand	(37)
St. Lucie Fine Sand	(38)
Sanibel Muck	(42)
Tavares Fine Sand	(46)
Tavares Fine Sand	(47)
Tavares Fine Sand	(48)

DATE	BY	REVISIONS
4-20-17	TVMW	REV PER DRC COMMENTS
6-26-17	JKW	REV PER DRC COMMENTS

EVANS ENGINEERING, INC.
 CERTIFICATE OF AUTHORIZATION NO. 6788
 DAVID L. EVANS
 REGISTERED PROFESSIONAL ENGINEER
 FLORIDA REG. NO. 46836
 DATE: JULY 26, 2017

EVANS ENGINEERING, INC.
 LAND PLANNING & SURVEYING SERVICES
 719 IRMA AVENUE
 ORLANDO, FLORIDA 32803
 (407) 872-1515
 WWW.EVANSENGINEERING.COM
 CERTIFICATE OF AUTHORIZATION NO. 00068788

OAK POINTE
 FOR
 THOMPSON HILLS ESTATES LLC
 FLORIDA
 CITY OF APOPKA.

EXISTING CONDITIONS

DRAWN: TVW / MWK
 CHECKED: MPG
 DATE: JULY 2017
 SCALE: 1" = 50'
 JOB #: 25801
 SHEET #:

3.0
 SHEETS

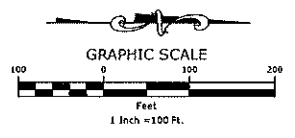
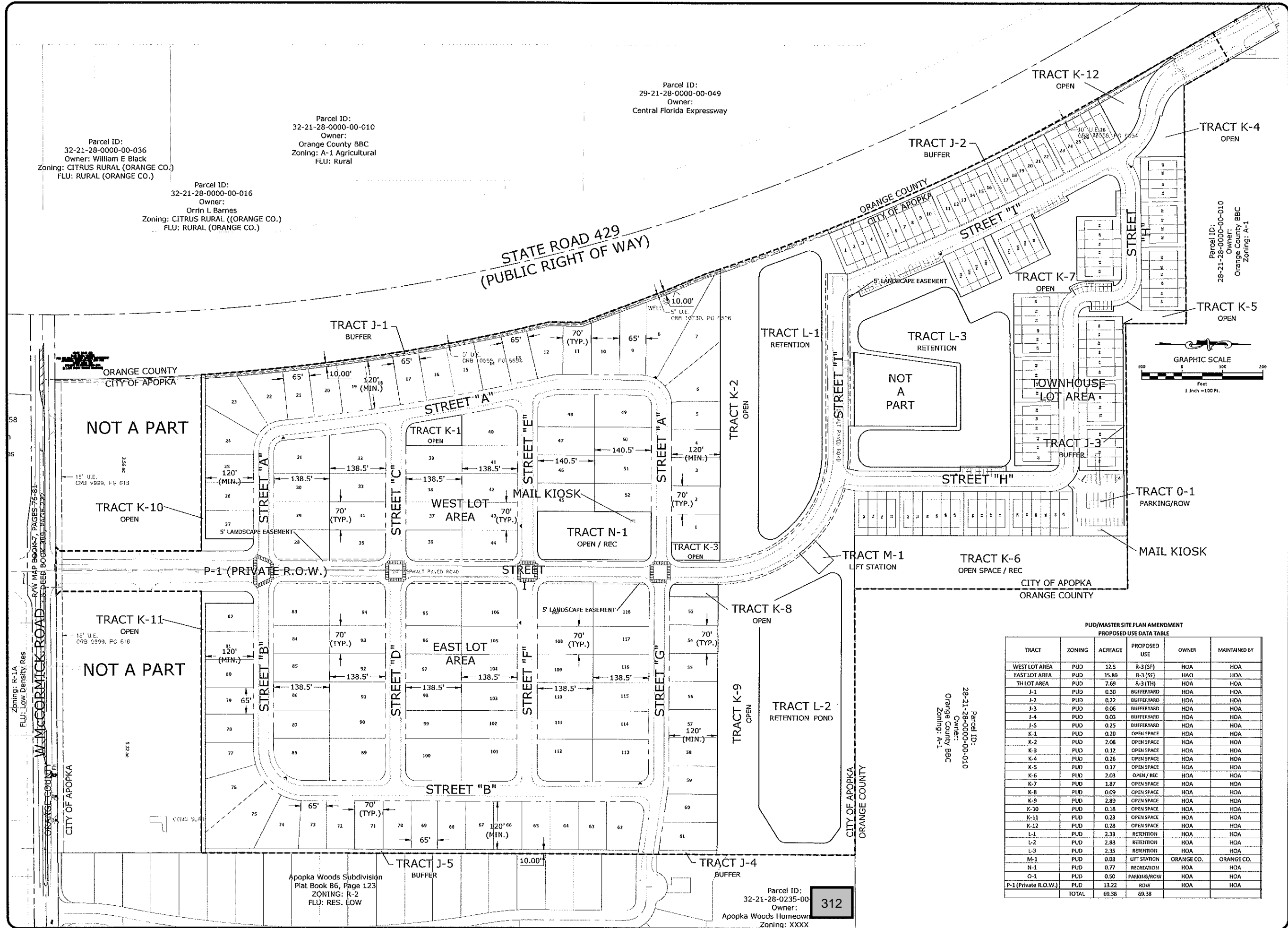
1:2000, 3:2000 - Oak Pointe Development, 100 S. Orange Avenue, Suite 100, Orlando, FL 32801. Prepared on July 26, 2017. © Evans Engineering, Inc.

Parcel ID:
32-21-28-0000-00-036
Owner: William E Black
Zoning: CITRUS RURAL (ORANGE CO.)
FLU: RURAL (ORANGE CO.)

Parcel ID:
32-21-28-0000-00-016
Owner:
Orrin L Barnes
Zoning: CITRUS RURAL ((ORANGE CO.)
FLU: RURAL (ORANGE CO.)

Parcel ID:
32-21-28-0000-00-010
Owner:
Orange County BBC
Zoning: A-1 Agricultural
FLU: Rural

Parcel ID:
29-21-28-0000-00-049
Owner:
Central Florida Expressway



PUD/MASTER SITE PLAN AMENDMENT
PROPOSED USE DATA TABLE

TRACT	ZONING	ACREAGE	PROPOSED USE	OWNER	MAINTAINED BY
WEST LOT AREA	PUD	12.5	R-3 (SF)	HOA	HOA
EAST LOT AREA	PUD	15.80	R-3 (SF)	HOA	HOA
TH LOT AREA	PUD	2.69	R-3 (TH)	HOA	HOA
J-1	PUD	0.30	BUFFERYARD	HOA	HOA
J-2	PUD	0.22	BUFFERYARD	HOA	HOA
J-3	PUD	0.05	BUFFERYARD	HOA	HOA
J-4	PUD	0.03	BUFFERYARD	HOA	HOA
J-5	PUD	0.25	BUFFERYARD	HOA	HOA
K-1	PUD	0.20	OPEN SPACE	HOA	HOA
K-2	PUD	2.08	OPEN SPACE	HOA	HOA
K-3	PUD	0.12	OPEN SPACE	HOA	HOA
K-4	PUD	0.26	OPEN SPACE	HOA	HOA
K-5	PUD	0.17	OPEN SPACE	HOA	HOA
K-6	PUD	2.03	OPEN / REC	HOA	HOA
K-7	PUD	1.87	OPEN SPACE	HOA	HOA
K-8	PUD	0.09	OPEN SPACE	HOA	HOA
K-9	PUD	2.89	OPEN SPACE	HOA	HOA
K-10	PUD	0.18	OPEN SPACE	HOA	HOA
K-11	PUD	0.23	OPEN SPACE	HOA	HOA
K-12	PUD	0.28	OPEN SPACE	HOA	HOA
L-1	PUD	2.33	RETENTION	HOA	HOA
L-2	PUD	2.88	RETENTION	HOA	HOA
L-3	PUD	2.35	RETENTION	HOA	HOA
M-1	PUD	0.08	LIFT STATION	ORANGE CO.	ORANGE CO.
N-1	PUD	0.77	RECREATION	HOA	HOA
O-1	PUD	0.50	PARKING/ROW	HOA	HOA
P-1 (Private R.O.W.)	PUD	13.22	ROW	HOA	HOA
TOTAL		69.38			

Parcel ID:
29-21-28-0000-00-010
Owner:
Orange County BBC
Zoning: A-1

Parcel ID:
32-21-28-0235-00
Owner:
Apopka Woods Homeown
Zoning: XXXX

312

REVISIONS

DATE	BY	REVISIONS
4-20-17	TW/MWK	REV PER DRC COMMENTS
6-26-17	JX/MWK	REV PER DRC COMMENTS

EVANS ENGINEERING, INC.
CERTIFICATE OF
AUTHORIZATION NO. 6788

EVANS ENGINEERING, INC.
LAND PLANNING
PERMITTING SERVICES
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
www.evansenginc.com
FLORIDA P.L. NO. 4438
DATE: JULY 26, 2017

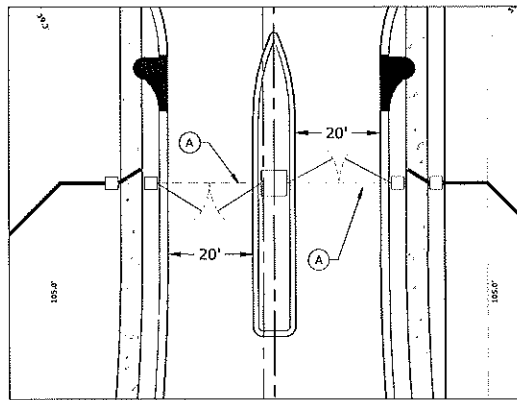
EVANS ENGINEERING, INC.
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 0008788

OAK POINTE
FOR
THOMPSON HILLS ESTATES LLC
FLORIDA
CITY OF APOPKA

MASTER SITE PLAN

DRAWN:
TW / MWK
CHECKED:
MPG
DATE:
JULY 2017
SCALE:
1" = 100'
JOB #:
25801
SHEET #:

40
SHEETS

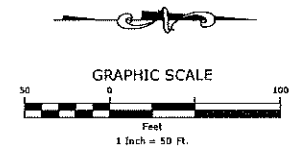


EMERGENCY ACCESS DETAIL
(FRONT GATE)

NOTES:
1. EMERGENCY ACCESS GATES TO BE INSTALLED WITH OPTICON SYSTEM, YELP SENSOR, AND KEYPAD. TWO YELP SENSORS TO BE INSTALLED AT EACH GATE, ONE HIGH (6'+) AND ONE LOW (3').

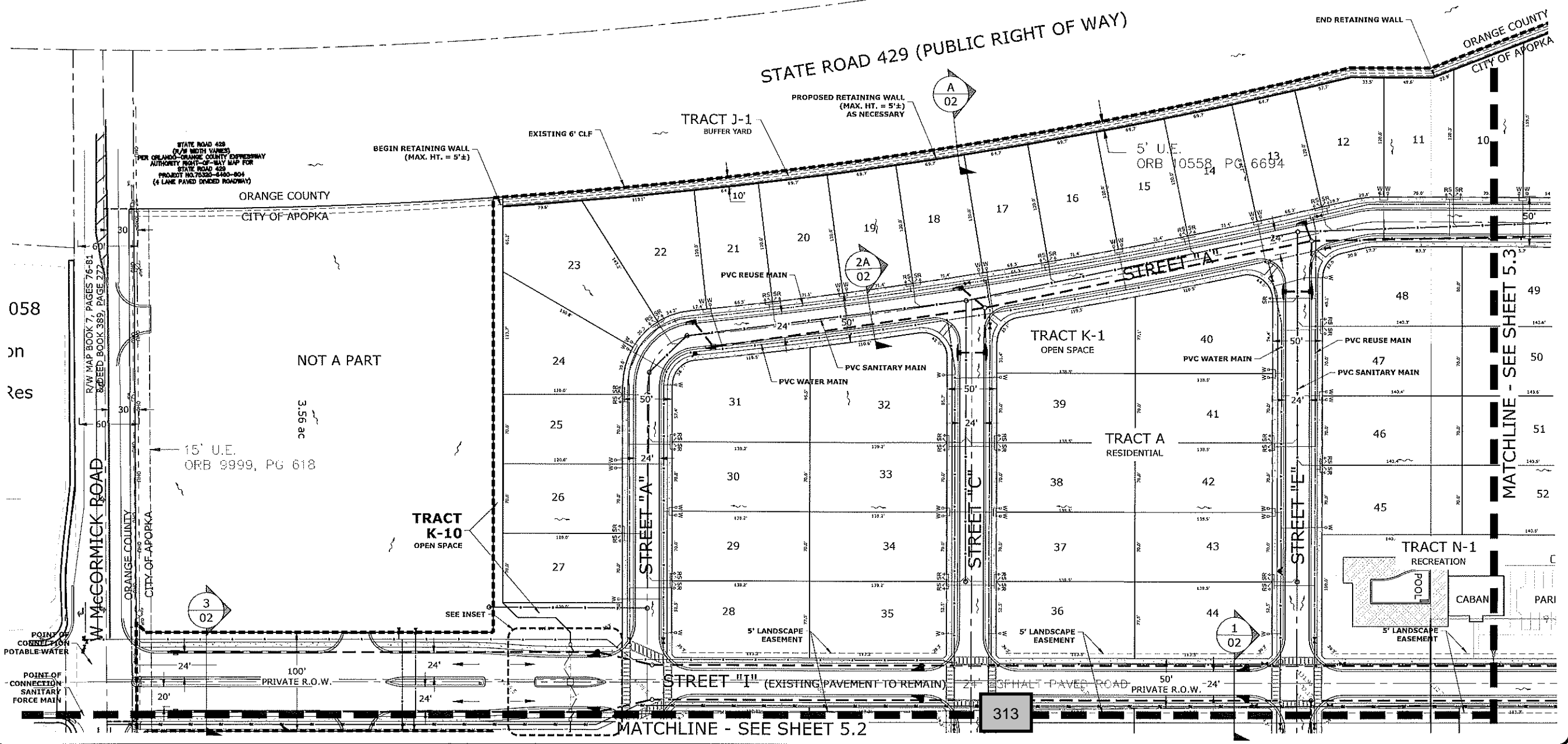
KEY NOTES:
A EMERGENCY ACCESS GATE (SEE NOTE 1)

Parcel ID:
32-21-28-0000-00-016
Owner:
Orrin L Barnes
Zoning: CITRUS RURAL ((ORANGE CO.)
FLU: RURAL (ORANGE CO.)



LEGEND:

UTILITIES	
	STORM SEWER
	SANITARY SEWER
	SANITARY FORCE MAIN
	WATER MAIN
	6" HOA/COMMON AREA SLEEVES
	PROPOSED SANITARY MANHOLE
	PROPOSED CURB INLETS
	PROPOSED DITCH BOTTOM INLETS
	PROPOSED DRAINAGE MANHOLE
	PROPOSED MITERED END SECTION
	PROPOSED HYDRANT ASSEMBLY
	PROPOSED IRRIGATION METER
	PROPOSED SINGLE AND DOUBLE SANITARY CONNECTION
	PROPOSED GATE VALVE
	PROPOSED REDUCER
	SANITARY LIFT STATION



DATE	REVISIONS	BY
4-20-17	REV PER DRC COMMENTS	TVMWK
6-26-17	REV PER DRC COMMENTS	MJRWK

EVANS ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION NO. 6788
DATE: JUL 26, 2017

ORRIN L. BARNES
FLORIDA P.E. NO. 46366
DATE: JUL 26, 2017

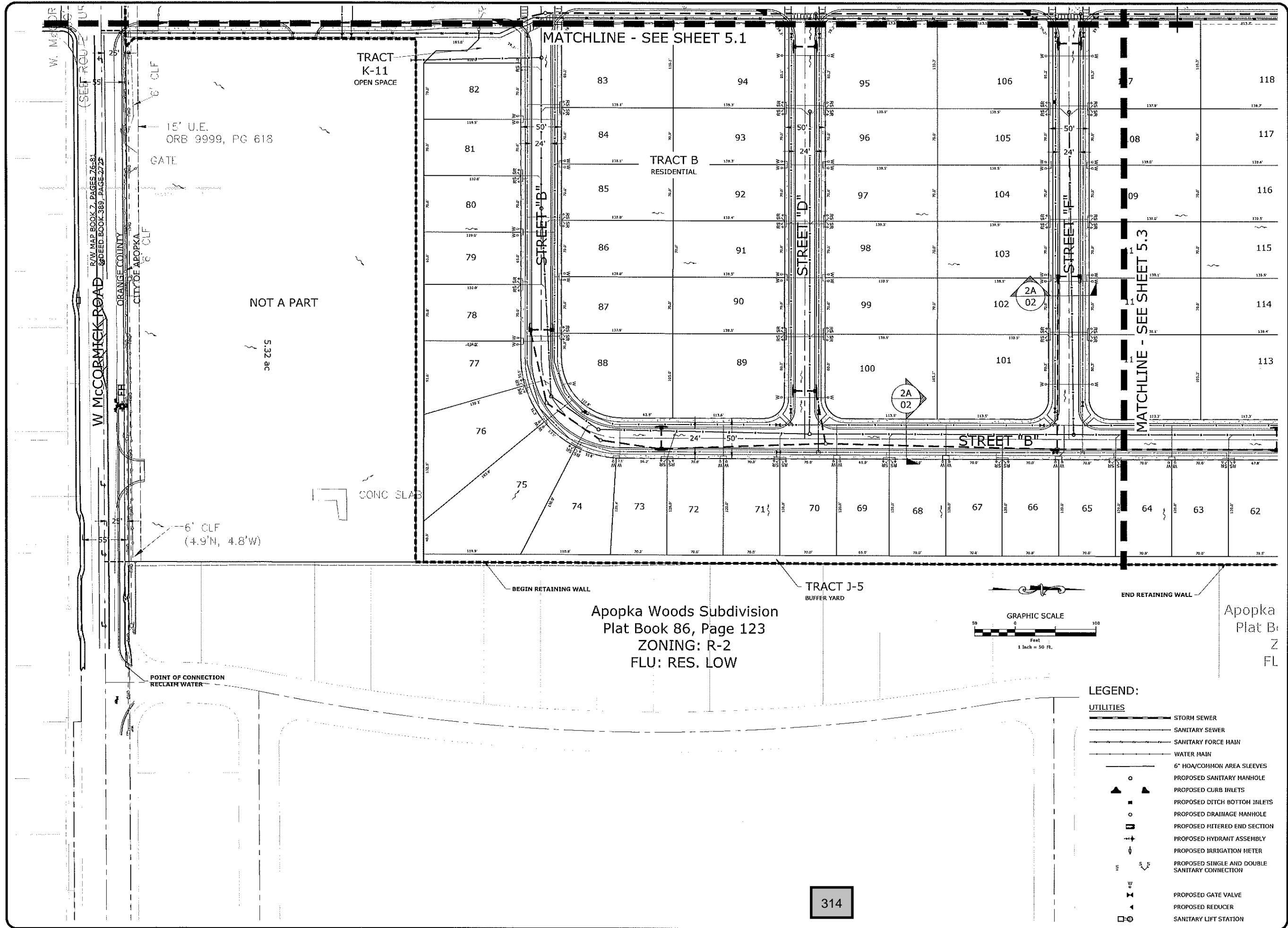
EVANS ENGINEERING, INC.
LAND PLANNING PERMITTING SERVICES
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
WWW.EVANSENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NO. 0008788

OAK POINTE
FOR
THOMPSON HILLS ESTATES LLC
CITY OF APOPKA, FLORIDA

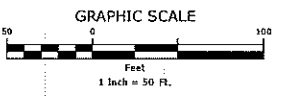
PRELIMINARY
DEVELOPMENT PLAN

DRAWN: TVW / MWK
CHECKED: MPG
DATE: JULY 2017
SCALE: 1" = 60'
JOB #: 25801
SHEET #:

51
OF SHEETS



Apopka Woods Subdivision
 Plat Book 86, Page 123
 ZONING: R-2
 FLU: RES. LOW



LEGEND:

UTILITIES

	STORM SEWER
	SANITARY SEWER
	SANITARY FORCE MAIN
	WATER MAIN
	6" HOA/COMMON AREA SLEEVES
	PROPOSED SANITARY MANHOLE
	PROPOSED CURB INLETS
	PROPOSED DITCH BOTTOM INLETS
	PROPOSED DRAINAGE MANHOLE
	PROPOSED MITERED END SECTION
	PROPOSED HYDRANT ASSEMBLY
	PROPOSED IRRIGATION METER
	PROPOSED SINGLE AND DOUBLE SANITARY CONNECTION
	PROPOSED GATE VALVE
	PROPOSED REDUCER
	SANITARY LIFT STATION

314

REVISIONS

DATE	BY	REVISIONS
4-20-17	TW/MWK	REV PER DRC COMMENTS
6-26-17	JK/MWK	REV PER DRC COMMENTS

EVANS ENGINEERING, INC.
 CERTIFICATE OF AUTHORIZATION NO. 6786
 DAVID L. EVANS
 FLORIDA P.E. NO. 44586
 DATE: JULY 26, 2017

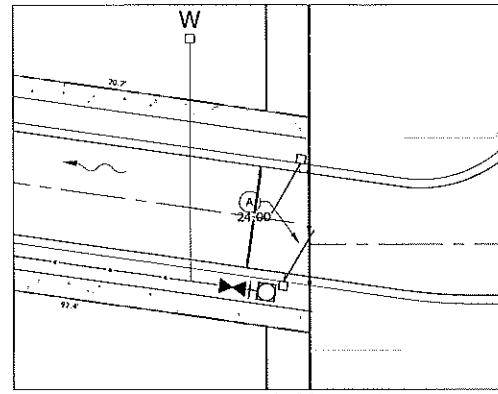
EVANS ENGINEERING, INC.
 LAND PLANNING PERMITTING SERVICES
 719 IRMA AVENUE
 ORLANDO, FLORIDA 32803
 (407) 872-1515
 WWW.EVANSENGINEERING.COM
 CERTIFICATE OF AUTHORIZATION NO. 00068758

OAK POINTE
 FOR
 THOMPSON HILLS ESTATES LLC
 CITY OF APOPKA, FLORIDA

PRELIMINARY
 DEVELOPMENT PLAN

DRAWN:
TW / MWK
 CHECKED:
MPG
 DATE:
JULY 2017
 SCALE:
1" = 50'
 JOB #:
25801
 SHEET #:

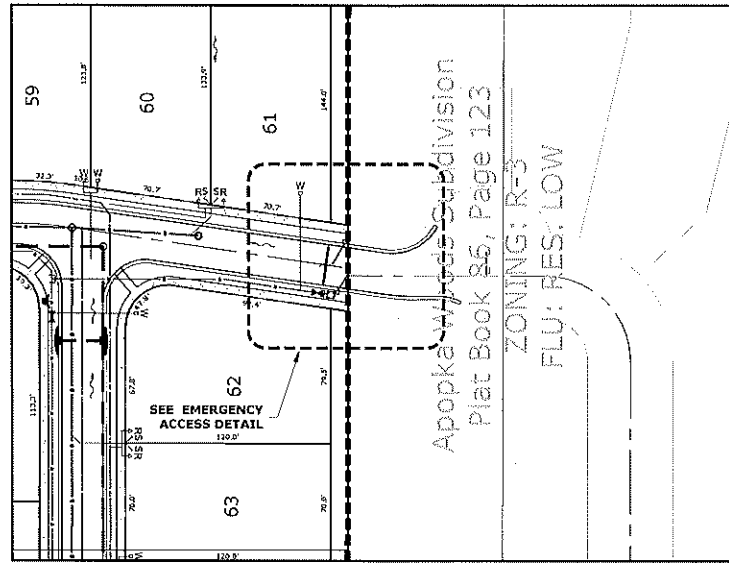
5.2
 OF SHEETS



EMERGENCY ACCESS DETAIL
(APOPKA WOODS ENTRY)
N.T.S.

NOTES:
1. EMERGENCY ACCESS GATES TO BE INSTALLED WITH OPTICON SYSTEM, YELP SENSOR, AND KEYPAD. TWO YELP SENSORS TO BE INSTALLED AT EACH GATE, ONE HIGH (6'+) AND ONE LOW (3').

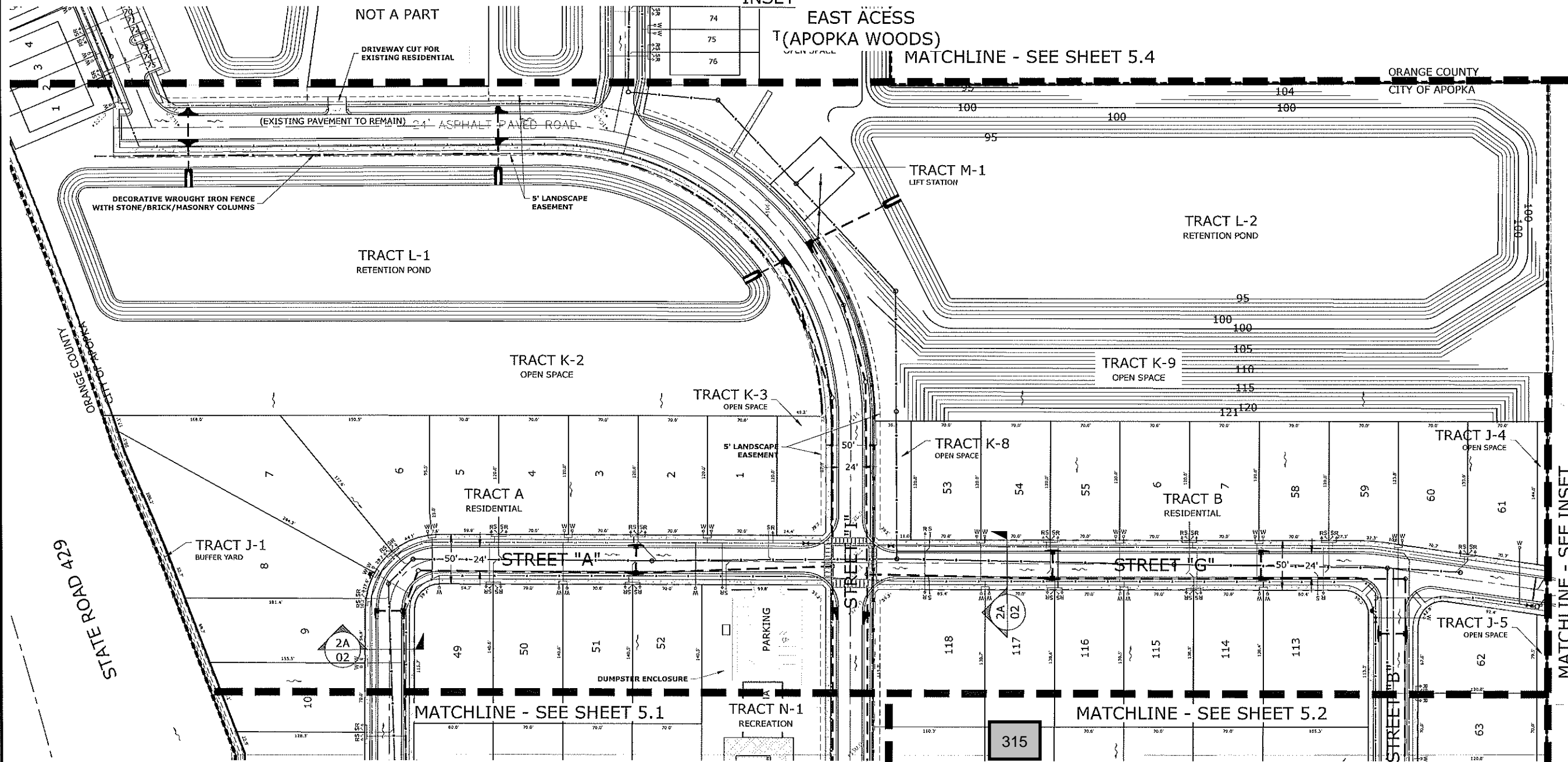
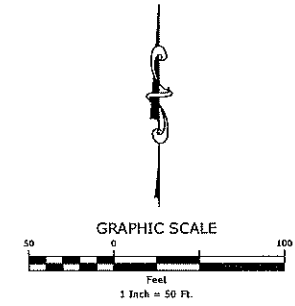
KEY NOTES:
A EMERGENCY ACCESS GATE (SEE NOTE 1)



INSET

LEGEND:

- UTILITIES
- STORM SEWER
 - SANITARY SEWER
 - SANITARY FORCE MAIN
 - WATER MAIN
 - 6" HOA/COMMON AREA SLEEVES
 - PROPOSED SANITARY MANHOLE
 - PROPOSED CURB INLETS
 - PROPOSED DITCH BOTTOM INLETS
 - PROPOSED DRAINAGE MANHOLE
 - PROPOSED MITERED END SECTION
 - PROPOSED HYDRANT ASSEMBLY
 - PROPOSED IRRIGATION METER
 - PROPOSED SINGLE AND DOUBLE SANITARY CONNECTION
 - PROPOSED GATE VALVE
 - PROPOSED REDUCER
 - SANITARY LIFT STATION



DATE	REVISIONS	BY
4-20-17	REV PER DRC COMMENTS	TW/MWK
6-26-17	REV PER DRC COMMENTS	JW/MWK

EVANS ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION NO. 0786
LAND PLANNING PERMITTING SERVICES
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
WWW.EVANSENGINEERING.COM
DATE: JUL 26, 2017

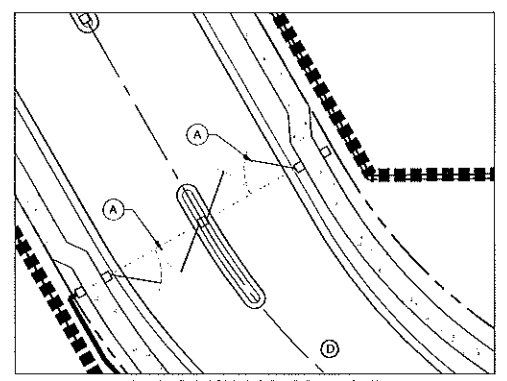
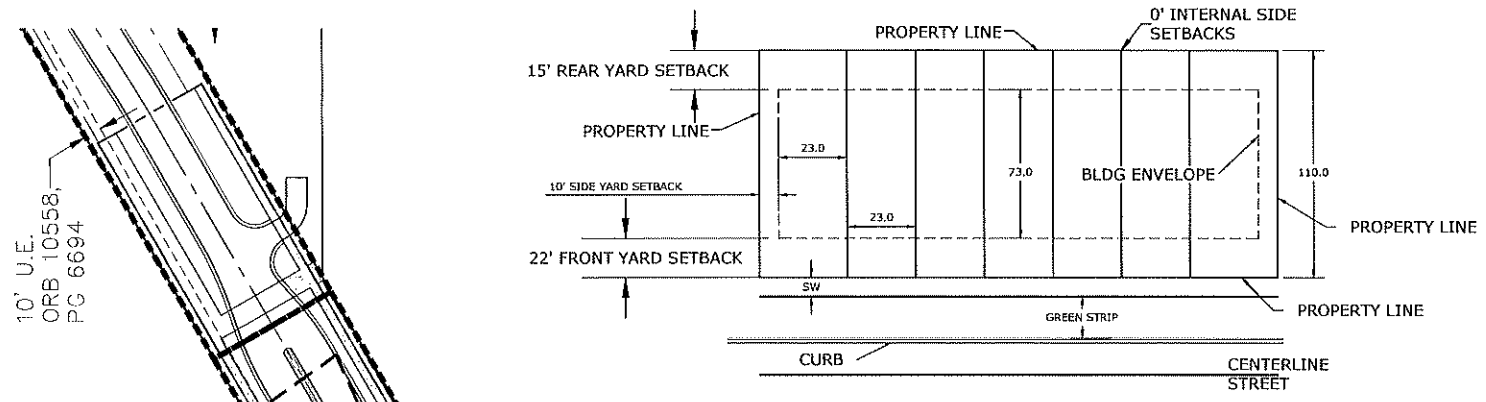
EVANS ENGINEERING, INC.
LAND PLANNING PERMITTING SERVICES
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
WWW.EVANSENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NO. 08086788

OAK POINTE
FOR
THOMPSON HILLS ESTATES LLC
FLORIDA
CITY OF APOPKA

PRELIMINARY
DEVELOPMENT PLAN

DRAWN: TW / MWK
CHECKED: MPG
DATE: JULY 2017
SCALE: 1" = 50'
JOB #: 28801
SHEET #:

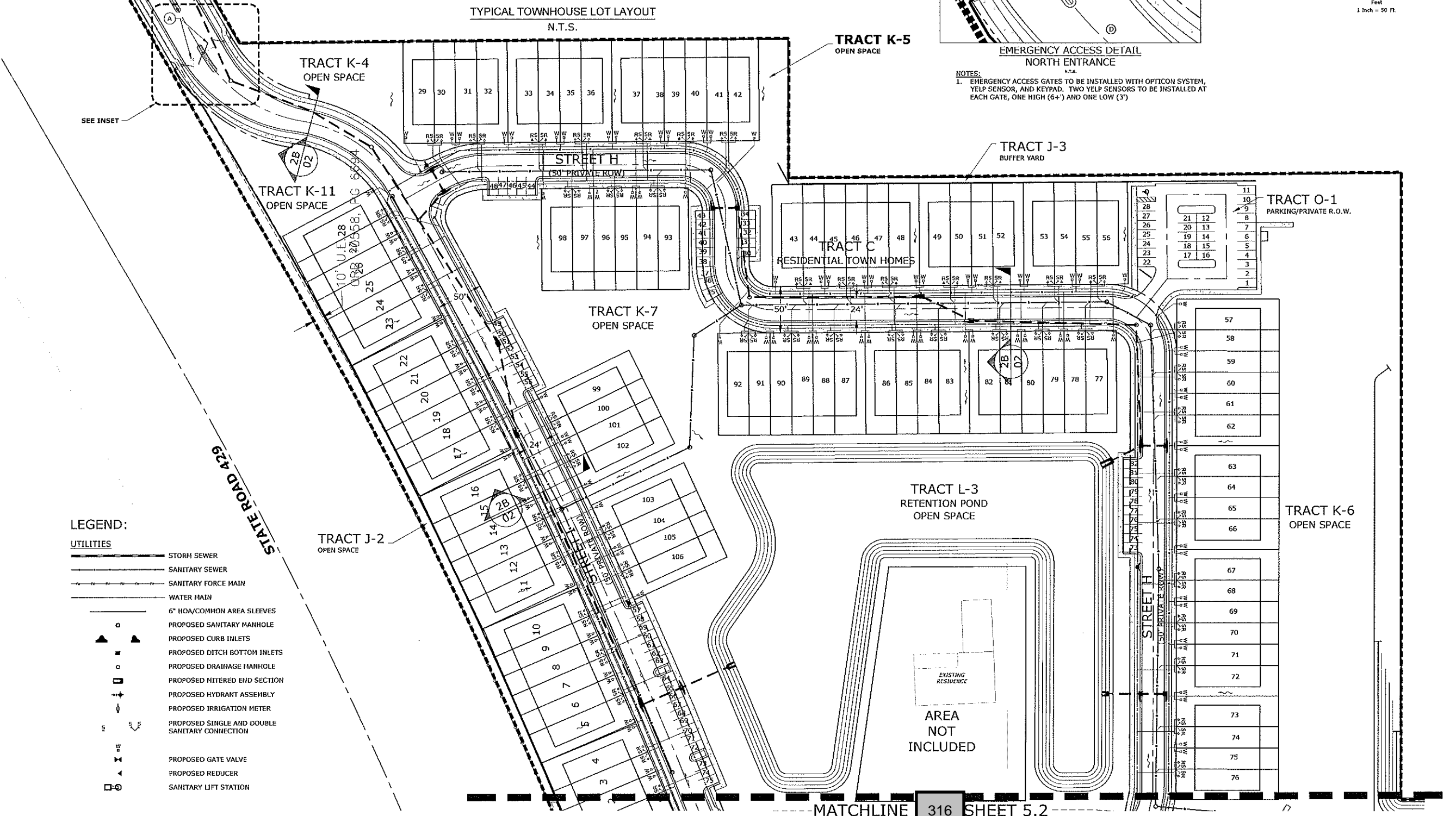
53 SHEETS



KEY NOTES:
 (A) EMERGENCY ACCESS GATE (SEE NOTE 1)

GRAPHIC SCALE
 0 50 100
 Feet
 1 Inch = 50 Ft.

NOTES:
 1. EMERGENCY ACCESS GATES TO BE INSTALLED WITH OPTICON SYSTEM, YELP SENSOR, AND KEYPAD. TWO YELP SENSORS TO BE INSTALLED AT EACH GATE, ONE HIGH (6'+) AND ONE LOW (3')



- LEGEND:**
- UTILITIES**
- STORM SEWER
 - SANITARY SEWER
 - SANITARY FORCE MAIN
 - WATER MAIN
 - 6" HOA/Common Area Sleeves
 - ▲ PROPOSED SANITARY MANHOLE
 - ▲ PROPOSED CURB INLETS
 - ▲ PROPOSED DITCH BOTTOM INLETS
 - PROPOSED DRAINAGE MANHOLE
 - ▲ PROPOSED MITERED END SECTION
 - ▲ PROPOSED HYDRANT ASSEMBLY
 - PROPOSED IRRIGATION METER
 - PROPOSED SINGLE AND DOUBLE SANITARY CONNECTION
 - ▲ PROPOSED GATE VALVE
 - ▲ PROPOSED REDUCER
 - PROPOSED SANITARY LIFT STATION

MATCHLINE 316 SHEET 5.2

DATE	REVISIONS	BY
4-20-17	REV PER DDC COMMENTS	TW/MWK
6-26-17	REV PER DDC COMMENTS	MWK

EVANS ENGINEERING, INC.
 CERTIFICATE OF AUTHORIZATION NO. 6788

DAVID L. EVANS
 LICENSE NO. 44688
 FLORIDA P.E. NO. 44688
 DATE: Jul 26, 2017

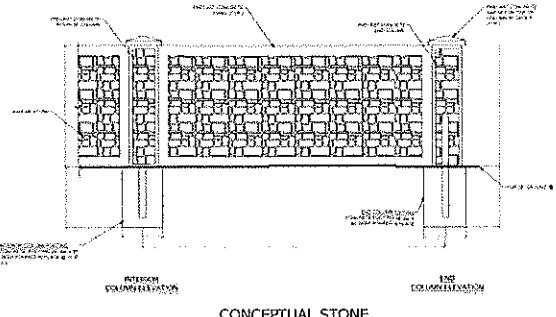
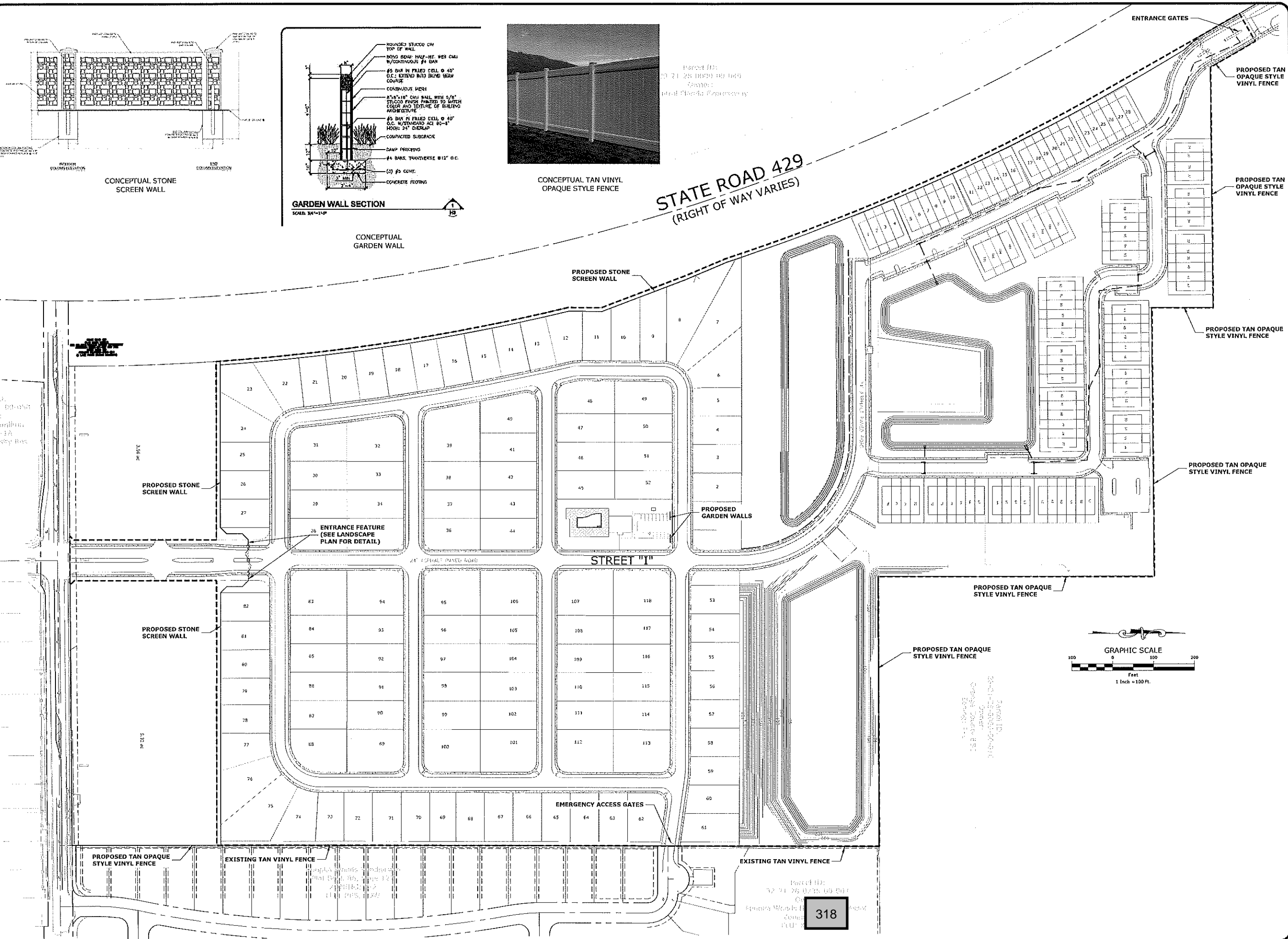
EVANS ENGINEERING, INC.
 LAB PLANNING PERMITTING SERVICES
 719 IRMA AVENUE 32803
 ORLANDO, FLORIDA (407) 872-1515
 WWW.EVANSENGINEERING.COM
 CERTIFICATE OF AUTHORIZATION NO. 0006788

OAK POINTE
 FOR
 THOMPSON HILLS ESTATES LLC
 CITY OF APOPKA, FLORIDA

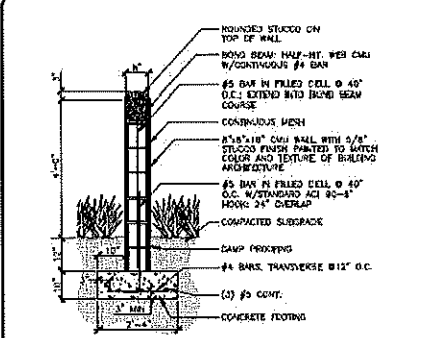
PRELIMINARY
 DEVELOPMENT PLAN

DRAWN: TWV / MWK
 CHECKED: MPG
 DATE: JULY 2017
 SCALE: 1" = 50'
 JOB #: 26801
 SHEET #:

54
 OF SHEETS



CONCEPTUAL STONE SCREEN WALL

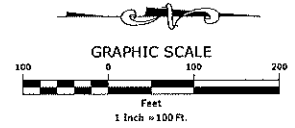


GARDEN WALL SECTION
SCALE: 3/4"=1'-0"



CONCEPTUAL TAN VINYL OPAQUE STYLE FENCE

STATE ROAD 429
(RIGHT OF WAY VARIES)



DATE	BY	REVISIONS
4-20-17	TVW/MWK	REV PER DRC COMMENTS
6-28-17	JW/MWK	REV PER DRC COMMENTS

EVANS ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION NO. 6788
DAVID L. EVANS
REGISTERED PROFESSIONAL ENGINEER
DATE: JUL 26, 2017

EVANS ENGINEERING, INC.
LAND PLANNING PERMITTING SERVICES
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 0008788

OAK POINTE
FOR
THOMPSON HILLS ESTATES LLC
FLORIDA
CITY OF APOPKA

PRELIMINARY
DEVELOPMENT PLAN
MASTER
FENCE / WALL PLAN

DRAWN:
TVW / MWK
CHECKED:
MPG
DATE:
JULY 2017
SCALE:
1" = 100'
JOB #:
25801
SHEET #:

70
OF SHEETS

318

ORANGE COUNTY

FIRE FLOW CALCULATIONS:

PER CHAPTER 18, NFPA 1, 2009 EDITION

CONSTRUCTION TYPE	AREA (sf)	FF REQUIRED (gpm)	R13 SPRINKLER (75% REDUCTION-gpm)	FF PROVIDED (gpm)
COMMERCIAL (NOT A PART)	56,345	5,000	1,250	1,250
SINGLE FAMILY (TRACT A & B)	8,400	2,500	625	1,000
TOWNHOMES (TRACT C)	2,530	1,500	375	1,000

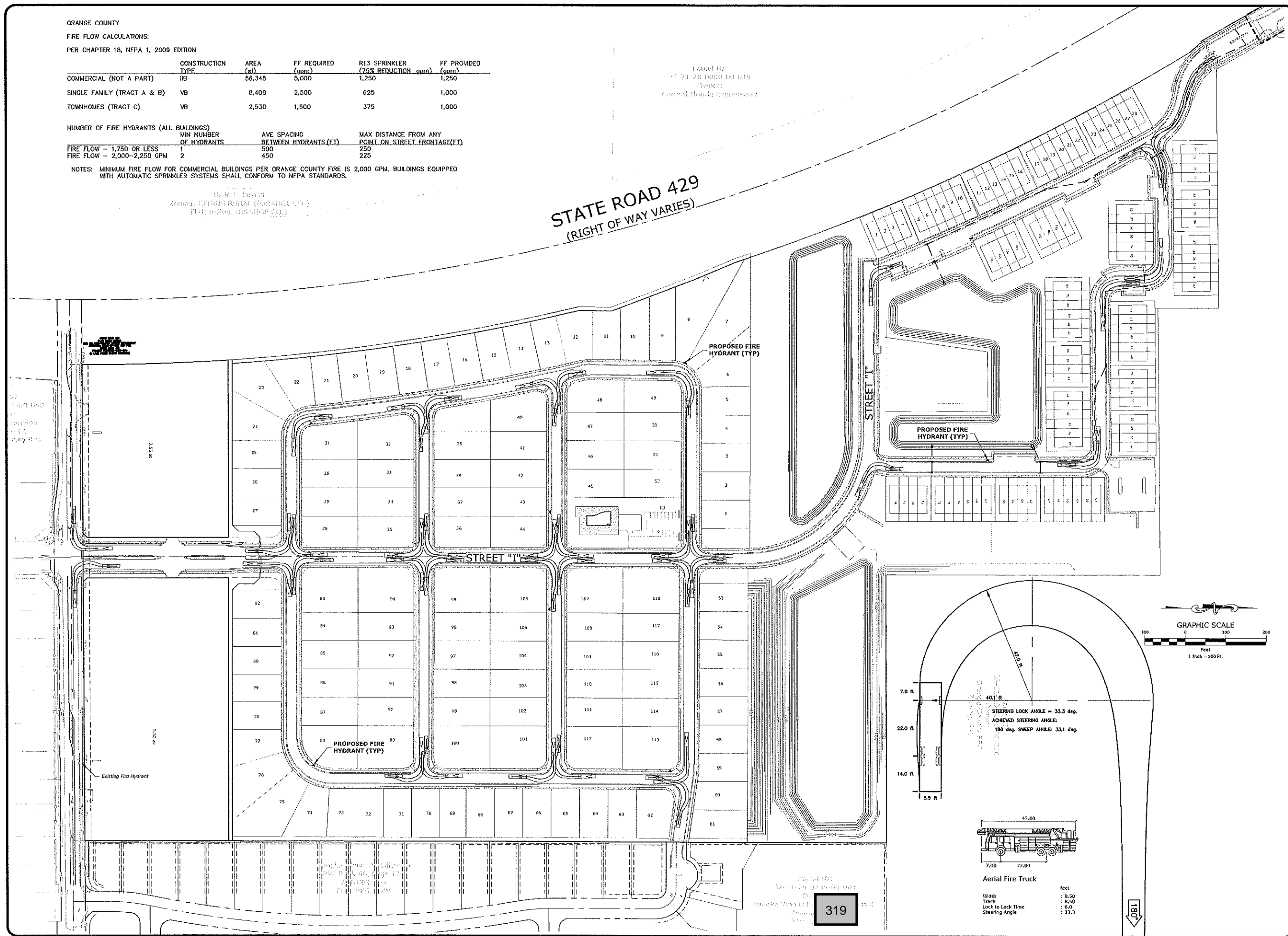
NUMBER OF FIRE HYDRANTS (ALL BUILDINGS)	MIN NUMBER OF HYDRANTS	AVE SPACING BETWEEN HYDRANTS (FT)	MAX DISTANCE FROM ANY POINT ON STREET FRONTAGE (FT)
FIRE FLOW - 1,750 OR LESS	1	500	250
FIRE FLOW - 2,000-2,250 GPM	2	450	225

NOTES: MINIMUM FIRE FLOW FOR COMMERCIAL BUILDINGS PER ORANGE COUNTY FIRE IS 2,000 GPM. BUILDINGS EQUIPPED WITH AUTOMATIC SPRINKLER SYSTEMS SHALL CONFORM TO NFPA STANDARDS.

Orange County
Zoning: CITRUS RURAL (ORANGE CO.)
THE BURLINGTON CO.

STATE ROAD 429
(RIGHT OF WAY VARIES)

Sheet ID:
11-21-28-0900-00-009
Owner:
Central Florida Expressway



DATE	REVISIONS	BY
4-20-17	1. REV PER DRC COMMENTS	TVW/MWK
6-24-17	2. REV PER DRC COMMENTS	MWK

EVANS ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION NO. 6789

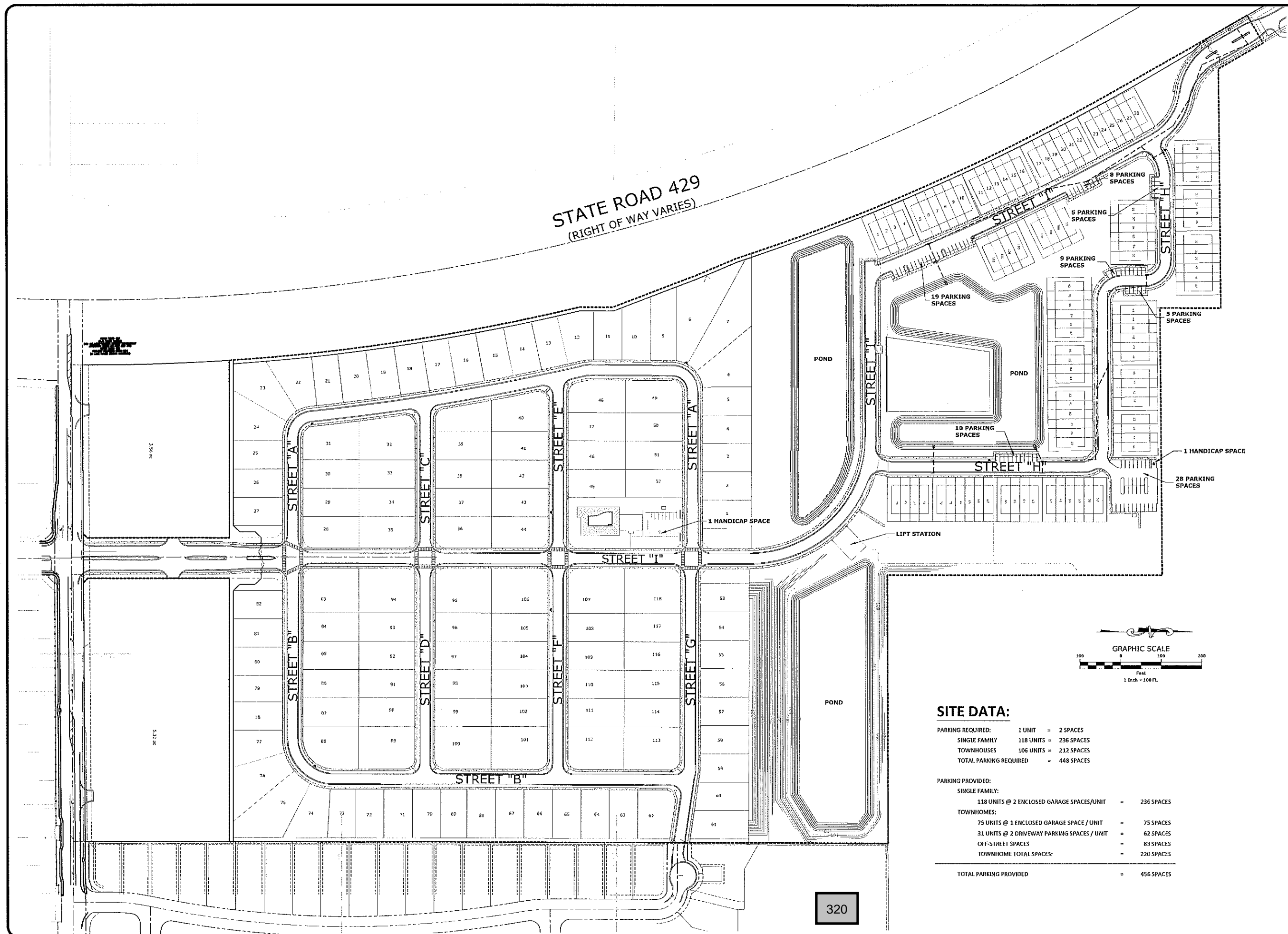
DAVID L. EVANS
FLORIDA P.E. NO. 46586
DATE: JUL 26, 2017

EVANS ENGINEERING, INC.
LAND PLANNING PERMITTING SERVICES
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 00006789

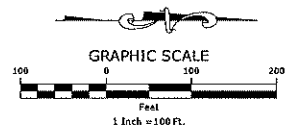
OAK POINTE
FOR
THOMPSON HILLS ESTATES LLC
FLORIDA
CITY OF APOPKA

PRELIMINARY
DEVELOPMENT PLAN
FIRE ACCESS PLAN

DRAWN:
TVW / MWK
CHECKED:
MPG
DATE:
JULY 2017
SCALE:
1" = 100'
JOB #:
25801
SHEET #:
80
OF SHEETS



STATE ROAD 429
(RIGHT OF WAY VARIES)



SITE DATA:

PARKING REQUIRED:	1 UNIT	=	2 SPACES
SINGLE FAMILY	118 UNITS	=	236 SPACES
TOWNHOUSES	106 UNITS	=	212 SPACES
TOTAL PARKING REQUIRED		=	448 SPACES
PARKING PROVIDED:			
SINGLE FAMILY:	118 UNITS @ 2 ENCLOSED GARAGE SPACES/UNIT	=	236 SPACES
TOWNHOUSES:	75 UNITS @ 1 ENCLOSED GARAGE SPACE / UNIT	=	75 SPACES
	31 UNITS @ 2 DRIVEWAY PARKING SPACES / UNIT	=	62 SPACES
	OFF-STREET SPACES	=	83 SPACES
	TOWNHOME TOTAL SPACES:	=	220 SPACES
TOTAL PARKING PROVIDED		=	456 SPACES

320

DATE	REVISIONS	BY
4-20-17	REV PER DRC COMMENTS	TVW/MWK
6-16-17	REV PER DRC COMMENTS	JAP/MWK

EVANS ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION NO. 0788

DAVID L. EVANS
FLORIDA P.E. NO. 46886
DATE: Jul 26, 2017

EVANS ENGINEERING, INC.
LAND PLANNING PERMITTING SERVICES
719 IRMA AVENUE 32803
ORLANDO, FLORIDA 32803
(407) 872-1615
WWW.EVANSENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NO. 00006788

OAK POINTE
FOR
THOMPSON HILLS ESTATES LLC
CITY OF APOPKA, FLORIDA

PRELIMINARY DEVELOPMENT PLAN
PARKING ANALYSIS PLAN

DRAWN: TVW / MWK
CHECKED: MPQ
DATE: JULY 2017
SCALE: 1" = 100'
JOB #: 25801
SHEET #:

All ideas, designs, arrangements and plans indicated or represented by this drawing are owned by and the property of SCHWEIZER BOJACK LANDSCAPE ARCHITECTURE LLC and were created, evolved and developed for the use on and connection with this specific project.



SCHWEIZER
BOJACK
LANDSCAPE
ARCHITECTURE
LANDSCAPE & IRRIGATION DESIGN
PO BOX 94833 • MIAMI, FLORIDA 33194 • PH: (407) 374-423
LICENSE NO. LC2002487 • DESIGN@SCHWEIZERBOJACK.COM

STATE ROAD 429

MATCHLINE - SEE SHEET L-2

MATCHLINE - SEE SHEET L-2

EXISTING TREE TO BE PRESERVED

HATCHING INDICATES
LIMITS OF TREE REMOVAL

EXISTING TREES
TO BE PRESERVED

HATCHING INDICATES
LIMITS OF TREE REMOVAL

TREE LOCATION
AND NUMBER
(TYP)

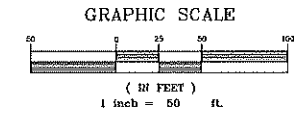
THIS PARCEL IS
NOT INCLUDED
(FUTURE COMMERCIAL)

THIS PARCEL IS
NOT INCLUDED
(FUTURE COMMERCIAL)

W. MCCORMICK ROAD
(60' R/W)

321

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- 7



TREE REMOVAL PLAN

(SHEET 1 OF 4)

LANDSCAPE & IRRIGATION DESIGN

CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE _____ REG. NO. _____ DATE _____

OAK POINTE - PUD / MASTER PLAN
1527 W. MCCORMICK ROAD - CITY OF APOPKA, FL 32703

- 7/21/17
- 6/23/17
- 5/17/17
- 5/01/17
- 4/12/17
- 1/31/17

DRAWN BY: KB
SHEET NUMBER
L-1

All ideas, designs, arrangements and plans indicated or represented by this drawing are owned by and the property of SCHWEIZER BOJACK LANDSCAPE ARCHITECTURE, LLC and were created, evolved and developed for the use on and connection with this specific project.



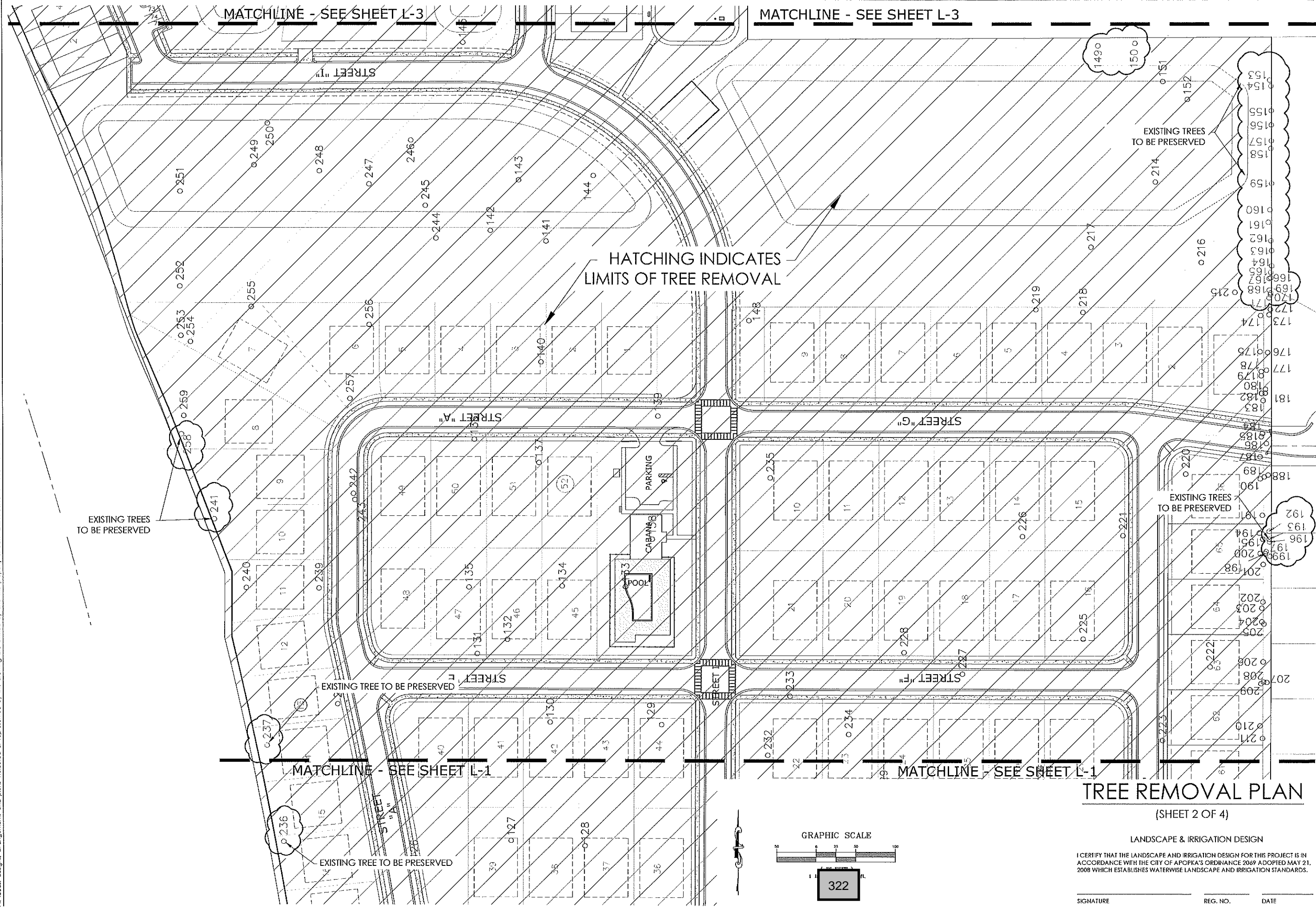
SCHWEIZER
BOJACK
LANDSCAPE
ARCHITECTURE

LANDSCAPE & IRRIGATION DESIGN
PO BOX 48863 • WINDLAND, FLORIDA 32794 • PH: (407) 376-1423
LICENSE NO. LC74000497 • DESIGN@SCHWEIZERBOJACK.COM

OAK POINTE - PUD / MASTER PLAN
1527 W. MCCORMICK ROAD - CITY OF APOPKA, FL 32703

- 7/21/17
- 6/23/17
- 5/17/17
- 5/01/17
- 4/12/17
- 1/31/17

1/31/17
DRAWN BY: KB
SHEET NUMBER
L-2



HATCHING INDICATES
LIMITS OF TREE REMOVAL

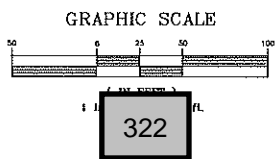
TREE REMOVAL PLAN

(SHEET 2 OF 4)

LANDSCAPE & IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE _____ REG. NO. _____ DATE _____



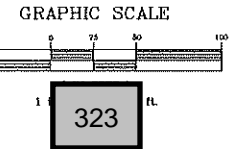
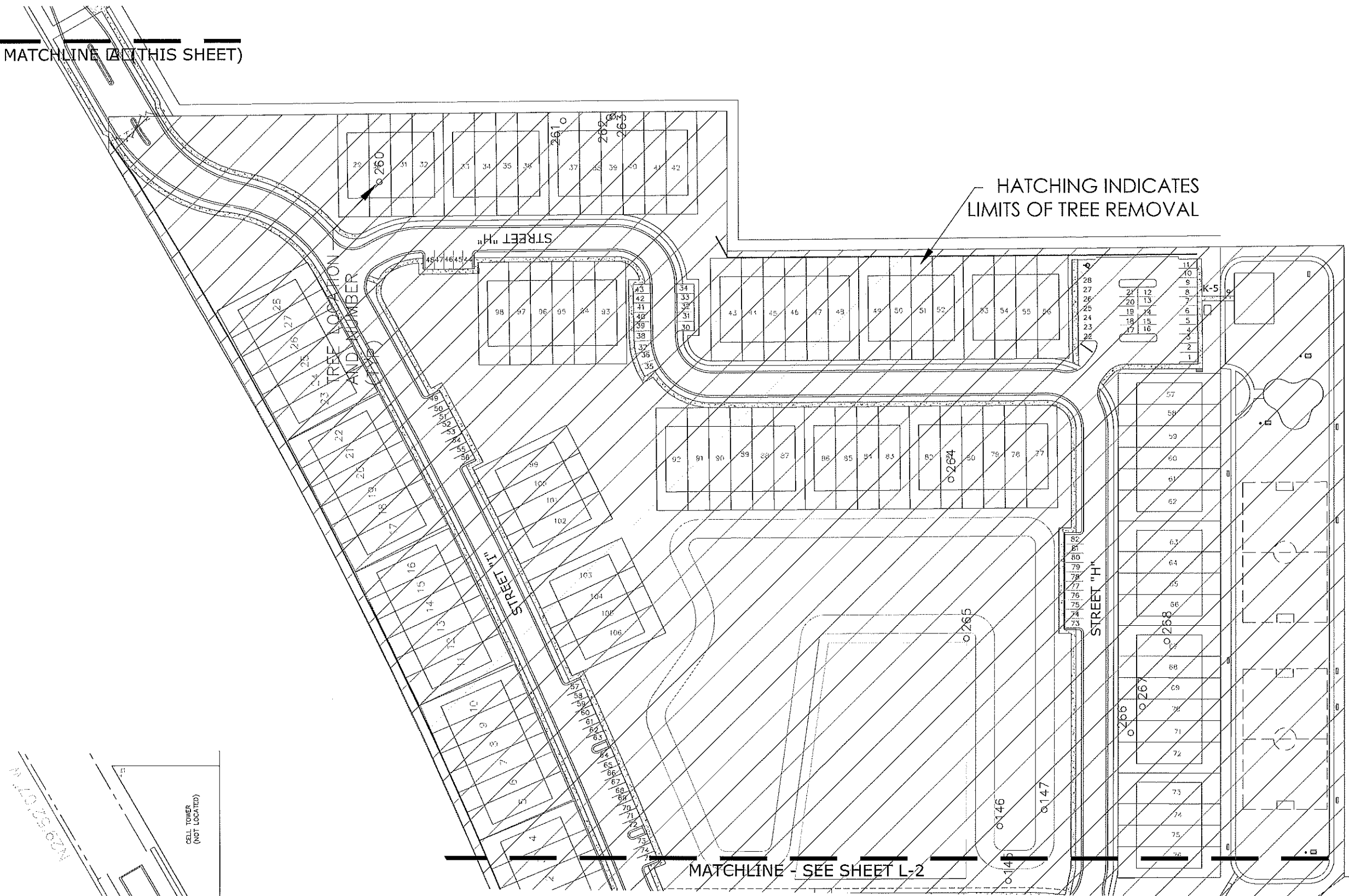
MATCHLINE (THIS SHEET)

HATCHING INDICATES
LIMITS OF TREE REMOVAL

MATCHLINE - SEE SHEET L-2

MATCHLINE (THIS SHEET)
NORTHERN VEI
SEE SHEET L-1

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TREE REMOVAL PLAN
(SHEET 3 OF 4)

LANDSCAPE & IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

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TREE REMOVAL

TREE NO.	SPECIES	DIAMETER (INCHES)	QUANTITY
1	OAK	6	SINGLE
2	PINE	14	SINGLE
3	PINE	8	SINGLE
4	PINE	12	SINGLE
12	OAK	24	SINGLE
13	OAK	24*	SINGLE
14	OAK	24	SINGLE
16	OAK	23	DOUBLE
17	OAK	38	SINGLE
35	OAK	24	SINGLE
36	OAK	36	SINGLE
37	OAK	26	SINGLE
38	OAK	30	SINGLE
39	OAK	24	DOUBLE
40	OAK	28	SINGLE
41	OAK	64	SINGLE
42	CABBAGE-PALM	20	SINGLE
43	OAK	52	SINGLE
44	OAK	28	SINGLE
45	OAK	30	SINGLE
46	OAK	22	SINGLE
47	OAK	30	SINGLE
114	OAK	26	SINGLE
115	OAK	24*	SINGLE
116	OAK	24	SINGLE
117	OAK	30	SINGLE
118	OAK	28	SINGLE
119	OAK	32	SINGLE
120	OAK	30	SINGLE
121	OAK	44	SINGLE
122	OAK	28	SINGLE
123	OAK	30	SINGLE
124	OAK	30	SINGLE
125	OAK	42	SINGLE
126	OAK	34	SINGLE
127	OAK	26	SINGLE
128	OAK	30	SINGLE
129	OAK	30	SINGLE
130	OAK	46	SINGLE
131	OAK	28	SINGLE
132	OAK	28	SINGLE
133	OAK	52	SINGLE
134	OAK	24	SINGLE
135	OAK	34	SINGLE
136	OAK	24	SINGLE
137	OAK	32	SINGLE
138	OAK	24	SINGLE
139	OAK	32	SINGLE
140	OAK	80	SINGLE
141	OAK	24	SINGLE
142	OAK	26	SINGLE
143	OAK	40	SINGLE
144	OAK	24	SINGLE
145	OAK	22	SINGLE
146	OAK	24	SINGLE
147	OAK	44	SINGLE
148	OAK	26	SINGLE
151	OAK	42	SINGLE
152	OAK	36	SINGLE
172	OAK	6	DOUBLE
178	OAK	18	SINGLE
174	OAK	10	SINGLE
175	OAK	20	SINGLE
176	OAK	20	SINGLE
177	OAK	10	SINGLE
178	OAK	6	DOUBLE
179	OAK	8	SINGLE
180	OAK	12	SINGLE
181	OAK	18	SINGLE
182	OAK	24	SINGLE
183	OAK	8	DOUBLE
184	OAK	22	SINGLE
185	OAK	28	SINGLE
186	OAK	12	SINGLE
187	OAK	6	SINGLE

TREE PRESERVATION

TREE NO.	SPECIES	DIAMETER (INCHES)	QUANTITY
188	OAK	14	SINGLE
189	OAK	12	SINGLE
190	OAK	12	SINGLE
191	OAK	48	SINGLE
194	OAK	24	SINGLE
195	OAK	18	DOUBLE
198	OAK	12	SINGLE
200	CABBAGE-PALM	16	SINGLE
201	OAK	14	SINGLE
202	CABBAGE-PALM	14	SINGLE
203	OAK	8	SINGLE
204	OAK	8	DOUBLE
205	OAK	32	SINGLE
206	OAK	14	DOUBLE
207	OAK	20	SINGLE
208	OAK	14	SINGLE
209	OAK	10	SINGLE
210	OAK	28	SINGLE
211	OAK	6	3-4 CLUSTER
212	CABBAGE-PALM	16	SINGLE
213	OAK	10	3-4 CLUSTER
214	OAK	82	SINGLE
215	OAK	40	SINGLE
216	OAK	36	SINGLE
217	OAK	24	TRIPLE
218	OAK	30	SINGLE
219	OAK	36	SINGLE
220	OAK	42	SINGLE
221	OAK	42	SINGLE
222	OAK	50	SINGLE
223	OAK	40	SINGLE
224	OAK	28	SINGLE
225	OAK	26	TRIPLE
226	OAK	42	SINGLE
227	OAK	40	DOUBLE
228	OAK	38	SINGLE
229	OAK	24	SINGLE
230	OAK	32	SINGLE
231	OAK	26	SINGLE
232	OAK	22	SINGLE
233	OAK	44	SINGLE
234	OAK	46	SINGLE
235	OAK	30	SINGLE
236	OAK	26	SINGLE
239	OAK	26	SINGLE
240	OAK	18	TRIPLE
242	OAK	30	SINGLE
243	OAK	30	SINGLE
244	OAK	20	SINGLE
245	OAK	18	SINGLE
246	OAK	18	SINGLE
247	OAK	26	SINGLE
248	OAK	18	SINGLE
249	OAK	24	SINGLE
250	OAK	20	SINGLE
251	OAK	32	SINGLE
252	OAK	34	SINGLE
253	OAK	40	SINGLE
254	OAK	42	SINGLE
255	OAK	34	SINGLE
256	OAK	68	SINGLE
257	OAK	28	SINGLE
258	OAK	18	SINGLE
259	OAK	20	SINGLE
260	OAK	20	SINGLE
261	OAK	28	SINGLE
262	OAK	18	SINGLE
263	OAK	16	DOUBLE
264	OAK	52	SINGLE
265	OAK	42	SINGLE
266	OAK	26	SINGLE
267	OAK	26	SINGLE
268	OAK	34	SINGLE
269	OAK	10	SINGLE

TREE NO.	SPECIES	DIAMETER (INCHES)	QUANTITY
49	OAK	12	SINGLE
50	OAK	32	SINGLE
51	OAK	28	SINGLE
52	OAK	14	SINGLE
53	OAK	16	SINGLE
54	OAK	14	SINGLE
55	OAK	16	SINGLE
56	OAK	14	SINGLE
57	OAK	64	SINGLE
58	OAK	18	SINGLE
59	OAK	14	SINGLE
60	OAK	18	SINGLE
61	OAK	30	SINGLE
62	OAK	8	SINGLE
63	OAK	8	SINGLE
64	OAK	20	SINGLE
65	OAK	12	SINGLE
66	OAK	16	SINGLE
67	OAK	20	SINGLE
68	OAK	6	SINGLE
69	OAK	18	SINGLE
70	OAK	16	SINGLE
71	OAK	8	SINGLE
72	OAK	18	SINGLE
73	OAK	6	SINGLE
149	OAK	10	SINGLE
150	PINE	10	SINGLE
153	OAK	32	SINGLE
154	OAK	10	SINGLE
155	OAK	28	SINGLE
156	OAK	26	SINGLE
157	OAK	18	SINGLE
158	OAK	12	SINGLE
159	OAK	28	SINGLE
160	OAK	12	SINGLE
161	OAK	6	SINGLE
162	OAK	26	TRIPLE
163	OAK	8	SINGLE
164	OAK	8	SINGLE
165	OAK	8	SINGLE
166	OAK	32	SINGLE
167	OAK	8	SINGLE
168	OAK	6	SINGLE
169	OAK	14	SINGLE
170	OAK	12	SINGLE
171	OAK	8	SINGLE
192	OAK	10	SINGLE
193	OAK	10	SINGLE
196	OAK	8	SINGLE
197	CABBAGE-PALM	14	SINGLE
199	OAK	12	SINGLE
236	OAK	60	SINGLE
237	OAK	38	SINGLE
241	OAK	20	SINGLE

TREE REMOVAL DATA

TOTAL EXISTING TREES TO BE REMOVED: 160 TREES (4,024")
 SPECIMEN TREES (≥24" DBH) REMOVED: 98 TREES (3,192")
 PROTECTED TREES (<24" DBH) REMOVED: 62 TREES (832")
 (NOTE: CABBAGE PALMS & TREES UNDER 6" DBH NOT INCLUDED)

TREE PRESERVATION DATA

TOTAL EXISTING TREES TO BE PRESERVED: 53 TREES (926")
 SPECIMEN TREES (≥24" DBH) PRESERVED: 12 TREES (424")
 PROTECTED TREES (<24" DBH) PRESERVED: 41 TREES (502")
 (NOTE: CABBAGE PALMS & TREES UNDER 6" DBH NOT INCLUDED)

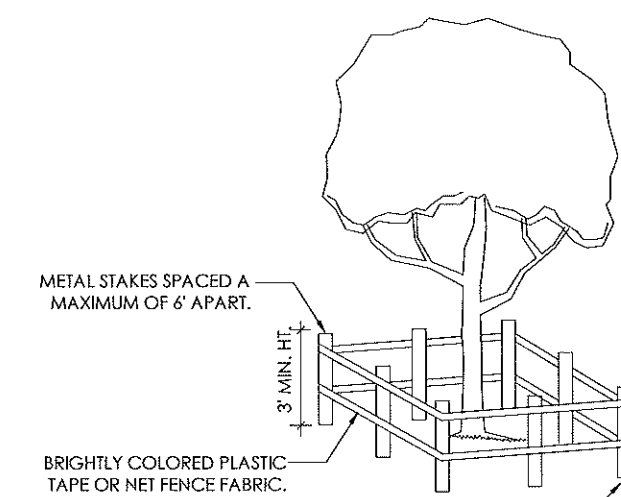
TREE REQUIREMENT (MAX. TREE STOCK CALCULATION)

TOTAL SITE AREA: 3,022,193 SQ. FT. (69.38 ACRES)
 TREES REQUIRED: 378 TREES (1 TREE/8,000 SQ. FT.)
 TREES PROVIDED: 879 TREES (INCLUDES BUFFER TREES)

TREE REPLACEMENT (PROPOSED TREES)

9 LIVE OAKS x 3.5" DBH = 31.5"
 290 LIVE OAKS x 3" DBH = 870"
 7 MAGNOLIAS x 3" DBH = 21"
 45 RED MAPLES x 3" DBH = 135"
 70 BALD CYPRESS x 3" DBH = 210"
 289 LOT CANOPY TREES x 3" DBH = 867"
 59 RED CEDARS x 3" DBH = 177"
 37 YAUPON HOLLIES x 3" DBH = 111"
 73 CRAPE MYRTLES x 3" DBH = 219"
879 PROPOSED TREES = 2,641.5"

TREE PROTECTION DETAIL



PROTECTIVE BARRIERS SHALL BE PLACED AT POINTS NOT CLOSER THAN SIX (6) FEET FROM THE BASE OF THE TREE OR AT THE RADIUS OF THE DRIP-LINE OF THE PROTECTED TREE OR STAND OF TREES, WHICHEVER IS GREATER. EACH SECTION OF THE BARRIER SHALL BE CLEARLY VISIBLE (FLAGGED WITH BRIGHTLY COLORED PLASTIC TAPES OR OTHER MARKERS). NO ATTACHMENTS OR WIRES OTHER THAN THOSE OF A PROTECTIVE OR NON-DAMAGING NATURE SHALL BE ATTACHED TO ANY TREE.

TREE PROTECTION NOTES

- All protected tree shall have the trunk and roots protected by protective barriers erected prior to development activity in accordance with the following:
- 1. Protective barriers constructed of wood rails, chain link fabric or orange plastic safety netting shall be placed around the tree or trees to form a continuous barricade at least four feet high. Ideally such barriers will form a protection zone described by the drip line.
- 2. Protective barriers shall remain in place until landscape operations begin or until construction in the immediate area has been completed.
- 3. Trenching for underground utilities shall be prohibited inside the protective barriers. If underground utilities must be routed through the protected area, tunneling shall be required. All landscape preparation in these areas shall be conducted by hand, except for mechanical tunneling as needed.
- 4. No vehicles, equipment, materials or fill shall be placed or stored within the protected area.

TREE REMOVAL & TREE PRESERVATION TABLE NOTES:

- 1. TREES #13 & #115 SIZES CHANGED DUE TO ERROR IN SIZE REPORTED ON TREE SURVEY FOUND DURING SITE ANALYSIS BY LANDSCAPE ARCHITECT (INDICATED BY *).
- 2. TREES #145, #148, #222, #238, #249, #251, #253, #254 & #260 OMITTED FROM TREE MITIGATION CALCULATIONS DUE TO EXTREME POOR HEALTH AND/OR DISEASE (INDICATED BY STRIKETHROUGH).
- 3. TREES #5 THRU #11, #15, #18 THRU #34, #48, & #74 THRU #113 HAVE BEEN OMITTED FROM THE TREE REMOVAL & TREE PRESERVATION TABULATIONS AS THEY ARE OUTSIDE THE LIMITS OF THE PROJECT.
- 4. CABBAGE PALMS (#42, #197, #200, #202 & #212) HAVE BEEN OMITTED FROM THE TREE REMOVAL & TREE PRESERVATION TABULATIONS DUE TO "NON-PROTECTED" STATUS (INDICATED BY STRIKETHROUGH).

TREE REMOVAL PLAN
 (SHEET 4 OF 4)

LANDSCAPE & IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2009 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

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LANDSCAPE & IRRIGATION DESIGN
 PO BOX 98883 • MIAMI, FLORIDA 33194 • PH. (407) 576-1423
 LICENSE NO. LC2600487 • DESIGN#SCHWEIBOJACK.COM

OAK POINTE - PUD / MASTER PLAN
 1527 W. MCCORMICK ROAD - CITY OF APOPKA, FL 32703

7/21/17
 6/23/17
 5/17/17
 5/01/17
 4/12/17
 1/31/17
 DRAWN BY: KB
 SHEET NUMBER
L-4

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LANDSCAPE NOTES:

1. PEDESTRIAN LEVEL LIGHTING TO BE PROVIDED WITH FINAL DEVELOPMENT PLANS.
2. DETAILED LANDSCAPE PLANS TO BE PROVIDED WITH FINAL DEVELOPMENT PLANS.
3. **DEVELOPER** RESPONSIBLE FOR INSTALLING LANDSCAPING IN THE FOLLOWING AREAS:
 - A. NORTH & SOUTH ENTRANCES
 - B. STREET "I" RIGHT-OF-WAY (FROM MCCORMICK RD. TO CELL TOWER)
 - C. PERIMETER WALL & BUFFER PLANTINGS
 - D. SOD ONLY IN PARK AREAS & RETENTION PONDS
4. **HOME BUILDER** RESPONSIBLE FOR INSTALLING ALL OTHER LANDSCAPING & IRRIGATION NOT OUTLINED ABOVE UPON COMPLETION OF EACH HOME/TOWNHOME OR AMENITY AREA.

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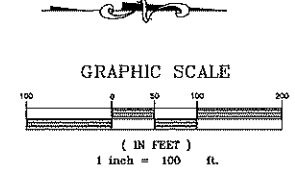
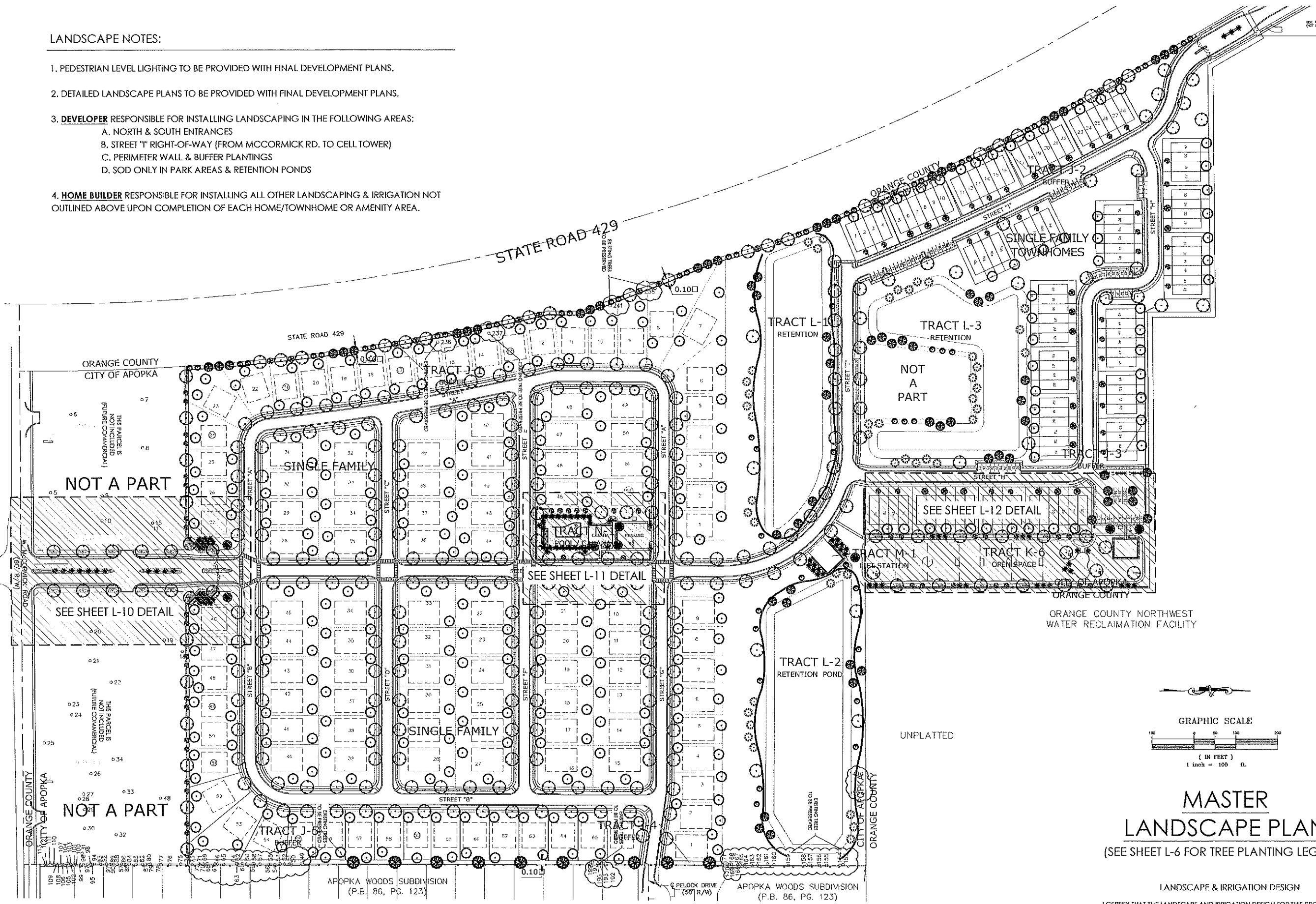
LANDSCAPE & IRRIGATION DESIGN

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LICENSE NO. LC2000487 • DESIGN@SCHWEIZERBOJACK.COM

OAK POINTE - PUD / MASTER PLAN
1527 W. MCCORMICK ROAD - CITY OF APOPKA, FL 32703

- 7/21/17
- 6/23/17
- 5/17/17
- 5/01/17
- 4/12/17
- 1/31/17

DRAWN BY: KB
SHEET NUMBER
L-5



**MASTER
LANDSCAPE PLAN**
(SEE SHEET L-6 FOR TREE PLANTING LEGEND)

LANDSCAPE & IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

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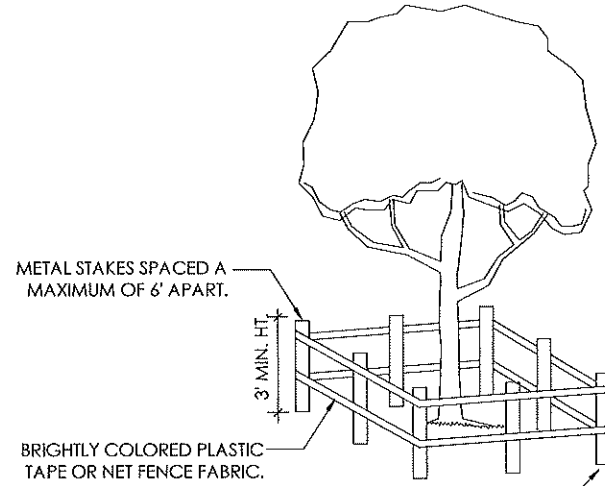
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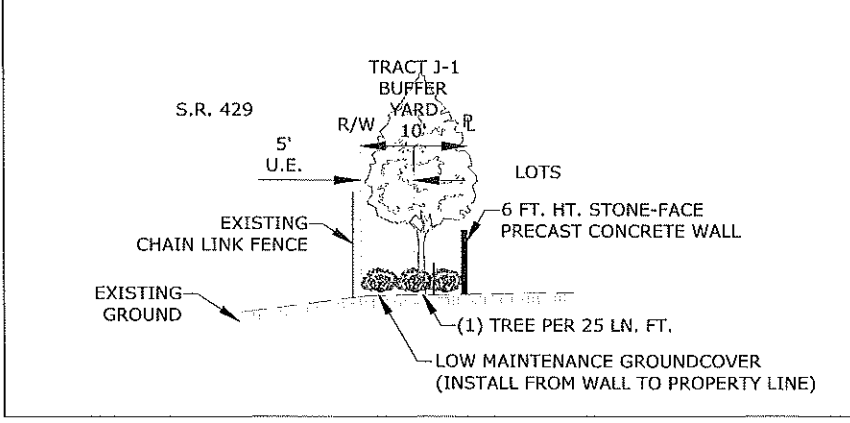
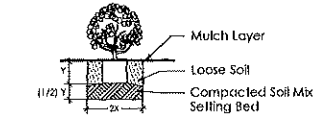
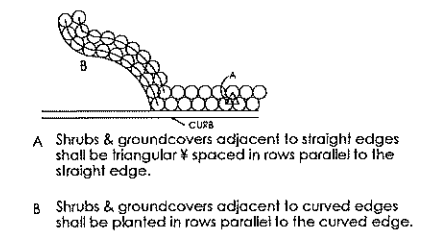
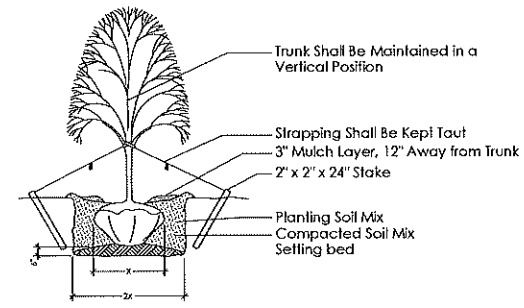
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6/23/17
5/17/17
5/01/17
4/12/17
1/31/17
DRAWN BY: KB
SHEET NUMBER
L-6

TREE PROTECTION DETAIL



PROTECTIVE BARRIERS SHALL BE PLACED AT POINTS NOT CLOSER THAN SIX (6) FEET FROM THE BASE OF THE TREE OR AT THE RADIUS OF THE DRIP-LINE OF THE PROTECTED TREE OR STAND OF TREES, WHICHEVER IS GREATER. EACH SECTION OF THE BARRIER SHALL BE CLEARLY VISIBLE (FLAGGED WITH BRIGHTLY COLORED PLASTIC TAPES OR OTHER MARKERS). NO ATTACHMENTS OR WIRES OTHER THAN THOSE OF A PROTECTIVE OR NON-DAMAGING NATURE SHALL BE ATTACHED TO ANY TREE.

PLANTING DETAILS



TYPICAL WESTERN LANDSCAPE BUFFER SECTION (SCALE: N.T.S.)

LANDSCAPE GENERAL NOTES

- The Landscape Contractor shall insure that this work does not interrupt established or projected drainage patterns. The Landscape Contractor shall insure adequate vertical drainage in all plant beds and planters. Vertical drilling through any compacted fill to native soil shall be accomplished to insure drainage.
- The Landscape Contractor shall be responsible for all materials and all work as called for on the landscape plans and in the landscape specifications. The list of plant quantities accompanying the plans shall be used as a guide only. Contractor shall verify all quantities and report any discrepancies at the time of bidding.
- All plant materials shall be graded Florida No. 1 or better, as outlined under Grades and Standards for Nursery Plants, Division of Plant Industry, State of Florida, unless otherwise noted.
- All plant beds and tree rings shall be top dressed with a 3" minimum depth of pine bark nuggets.
- The Landscape Contractor shall be wholly responsible for stability and plumb condition of all trees and shrubs. Staking of trees or shrubs, if desired or requested by the Landscape Architect or owner, shall be done utilizing a method agreed upon by the Landscape Architect.
- No fill material or use of heavy equipment around existing trees is allowed. Existing trees are to be protected by a wood barricade erected in compliance with local codes.
- The Landscape Contractor is responsible for testing project soils. The Landscape Contractor is to provide a certified soils report to the Owner and Landscape Architect. The Landscape Contractor shall verify that the soils on site are acceptable for proper growth of the proposed plant material. Should the Landscape Contractor find poor soil conditions, the Owner and Landscape Architect must be consulted prior to planting.
- All grades, dimensions and existing conditions shall be verified by the Contractor on site before construction begins. Any discrepancies shall be brought to the attention of the Landscape Architect.
- All proposed trees to be installed either entirely in or entirely out of planting beds. Planting bedlines are not to be obstructed; smooth and flowing.
- The Landscape Contractor shall review architectural/engineering plans to become thoroughly familiar with surface and subsurface utilities.
- The Landscape Contractor shall coordinate with the lighting and irrigation contractors regarding the timing of the installation of plant material.
- Every possible safeguard shall be taken to protect building surfaces, equipment and furnishings. Landscape Contractor shall be responsible for any damage or injury to person or property which may occur as a result of his negligence in the execution of work.

IRRIGATION NOTE

Irrigation Plan will be provided at time of the Final Development Plan.

LANDSCAPE DEVELOPMENT NOTES:

- PEDESTRIAN LEVEL LIGHTING TO BE PROVIDED WITH FINAL DEVELOPMENT PLANS.
- DETAILED LANDSCAPE PLANS WITH PLANTING SCHEDULE TO BE PROVIDED WITH FINAL DEVELOPMENT PLANS.
- DEVELOPER** RESPONSIBLE FOR INSTALLING LANDSCAPING IN THE FOLLOWING AREAS:
 - NORTH & SOUTH ENTRANCES
 - STREET "T" RIGHT-OF-WAY (FROM MCCORMICK RD. TO CELL TOWER)
 - PERIMETER WALL & BUFFER PLANTINGS
 - SOD ONLY IN PARK AREAS & RETENTION PONDS
- HOME BUILDER** RESPONSIBLE FOR INSTALLING ALL OTHER LANDSCAPING & IRRIGATION NOT OUTLINED ABOVE UPON COMPLETION OF EACH HOME/TOWNHOME OR AMENITY AREA.

TREE PLANTING LEGEND

SYMBOL	KEY	QNTY.	COMMON/BOTANICAL NAME	SPECIFICATIONS/DESCRIPTION
●	QV1	9	Live Oak <i>Quercus virginiana</i>	3 1/2" DBH, 12' - 14' Ht., 100 Gal. or B&B
○	QV2	290	Live Oak <i>Quercus virginiana</i>	3" DBH, 10' - 12' Ht., 100 Gal. or B&B
●	MG	7	Southern Magnolia <i>Magnolia grandiflora</i>	3" DBH, 10' - 12' Ht., 100 Gal. or B&B
●	AR	45	Red Maple <i>Acer rubrum</i>	3" DBH, 10' - 12' Ht., 100 Gal. or B&B
●	TD	70	Bald Cypress <i>Taxodium distichum</i>	3" DBH, 10' - 12' Ht., 100 Gal. or B&B
○	LOT	289	Canopy Tree (Species to be Selected by Lot Owner: Live Oak, Magnolia, Red Maple or Elm Tree)	3" DBH, 10' - 12' Ht., 100 Gal. or B&B
○	JV	59	Red Cedar <i>Juniperus virginiana</i>	3" DBH, 10' - 12' Ht., 100 Gal. or B&B
●	IVN	37	Upright Yaupon Holly <i>Lagerstroemia indica</i>	3" Total DBH, Multi Trunk, 8' - 10' Ht., 100 Gal. or B&B
●	LI	73	Crape Myrtle <i>Lagerstroemia indica</i>	3" Total DBH, Multi Trunk, 8' - 10' Ht., 100 Gal. or B&B

NOTE: Additional Details on Palms, Ornamentals, Shrubs & Groundcovers to be included on Final Development Plan

PROPOSED TREE PLANTING INCHES

9 LIVE OAKS x 3.5" DBH =	31.5"
290 LIVE OAKS x 3" DBH =	870"
7 MAGNOLIAS x 3" DBH =	21"
45 RED MAPLES x 3" DBH =	135"
70 BALD CYPRESS x 3" DBH =	210"
289 LOT CANOPY TREES x 3" DBH =	867"
59 RED CEDARS x 3" DBH =	177"
37 YAUPON HOLLIES x 3" DBH =	111"
73 CRAPE MYRTLES x 3" DBH =	219"
879 PROPOSED TREES =	2,641.5"

LANDSCAPE
NOTES & DETAILS

LANDSCAPE & IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE _____ REG. NO. _____ DATE _____

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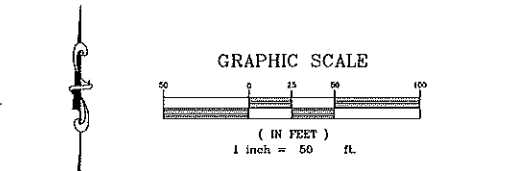
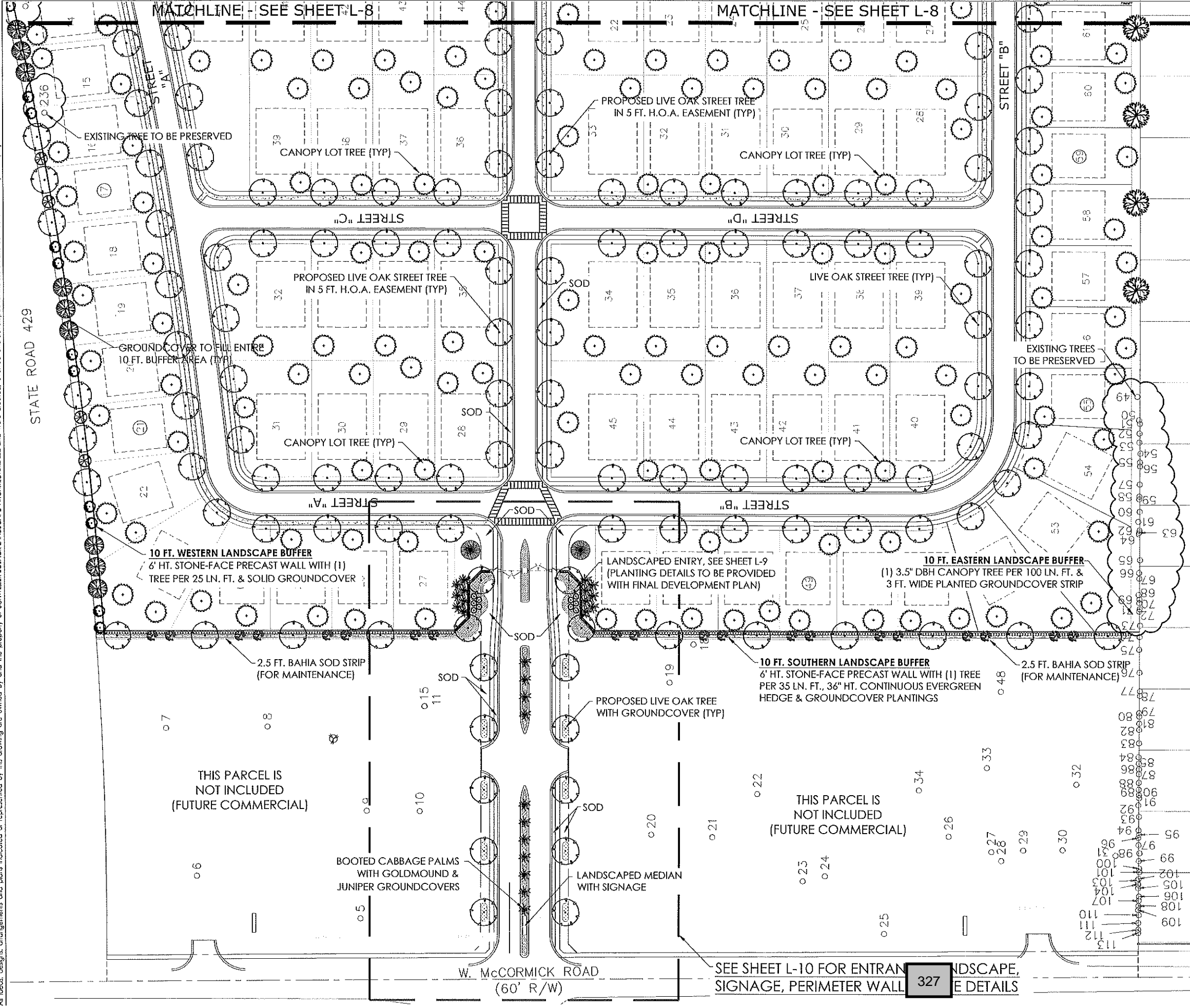
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LICENSE NO. LC2000467 • DESIGNSCHWEIZERBOJACK.COM

OAK POINTE - PUD / MASTER PLAN
1527 W. MCCORMICK ROAD - CITY OF APOKA, FL 32703

7/21/17
6/23/17
5/17/17
5/01/17
4/12/17
1/31/17
DRAWN BY: KB
SHEET NUMBER
L-7



LANDSCAPE PLAN

(SEE SHEET L-6 FOR TREE PLANTING LEGEND)

LANDSCAPE & IRRIGATION DESIGN

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LANDSCAPE
ARCHITECTURE

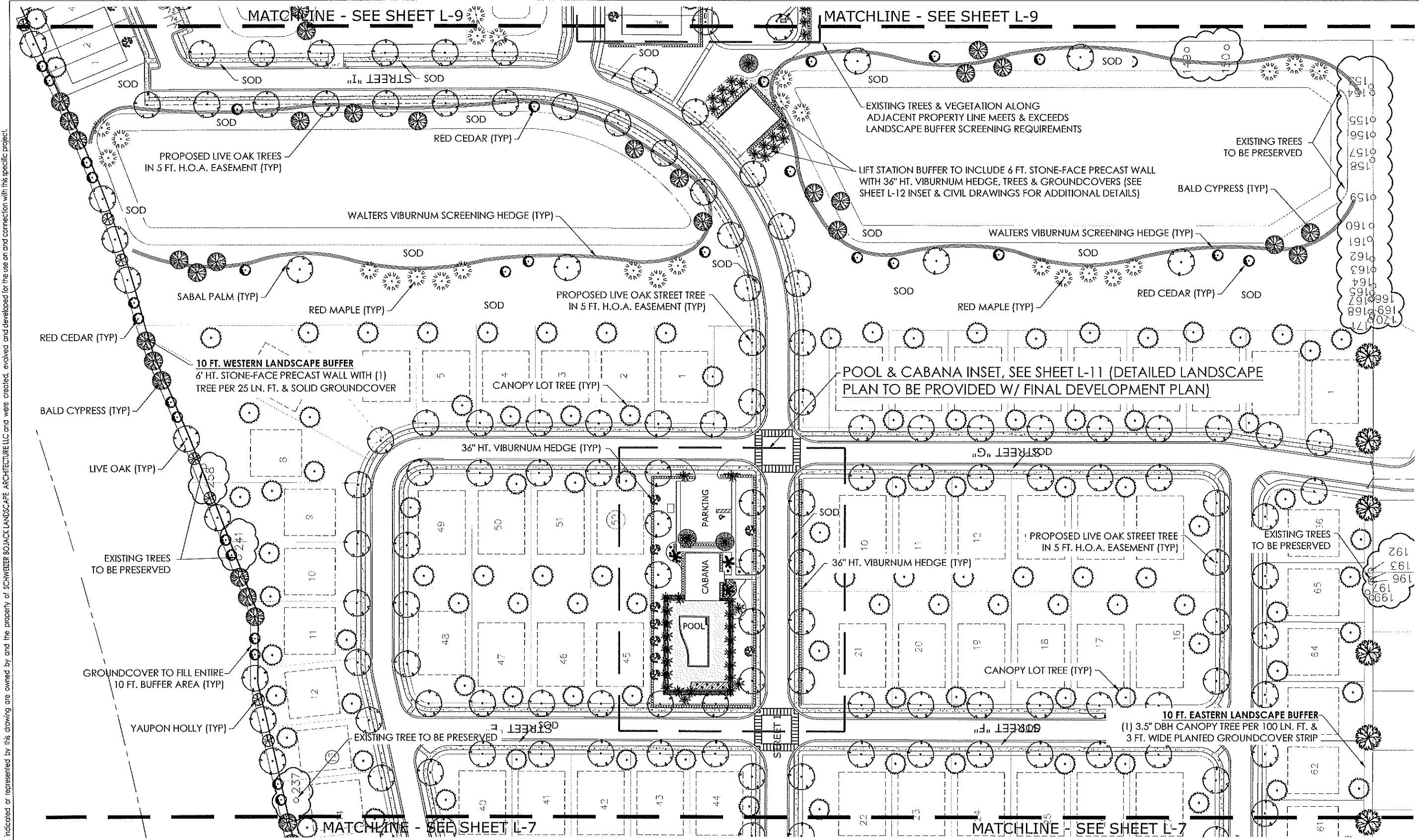
LANDSCAPE & IRRIGATION DESIGN
PO BOX 9835 • MAITLAND, FLORIDA 32754 • PH: (407) 374-1423
LICENSE NO. LC2000487 • DESIGNS@SCHWEIZERBOJACK.COM

OAK POINTE - PUD / MASTER PLAN
1527 W. MCCORMICK ROAD - CITY OF APOPKA, FL 32703

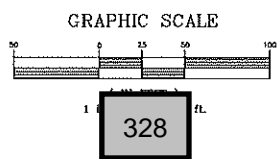
- 7/21/17
- 6/23/17
- 5/17/17
- 5/01/17
- 4/12/17
- 1/31/17

DRAWN BY: KB
SHEET NUMBER

L-8



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LANDSCAPE PLAN

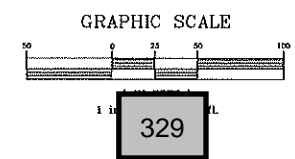
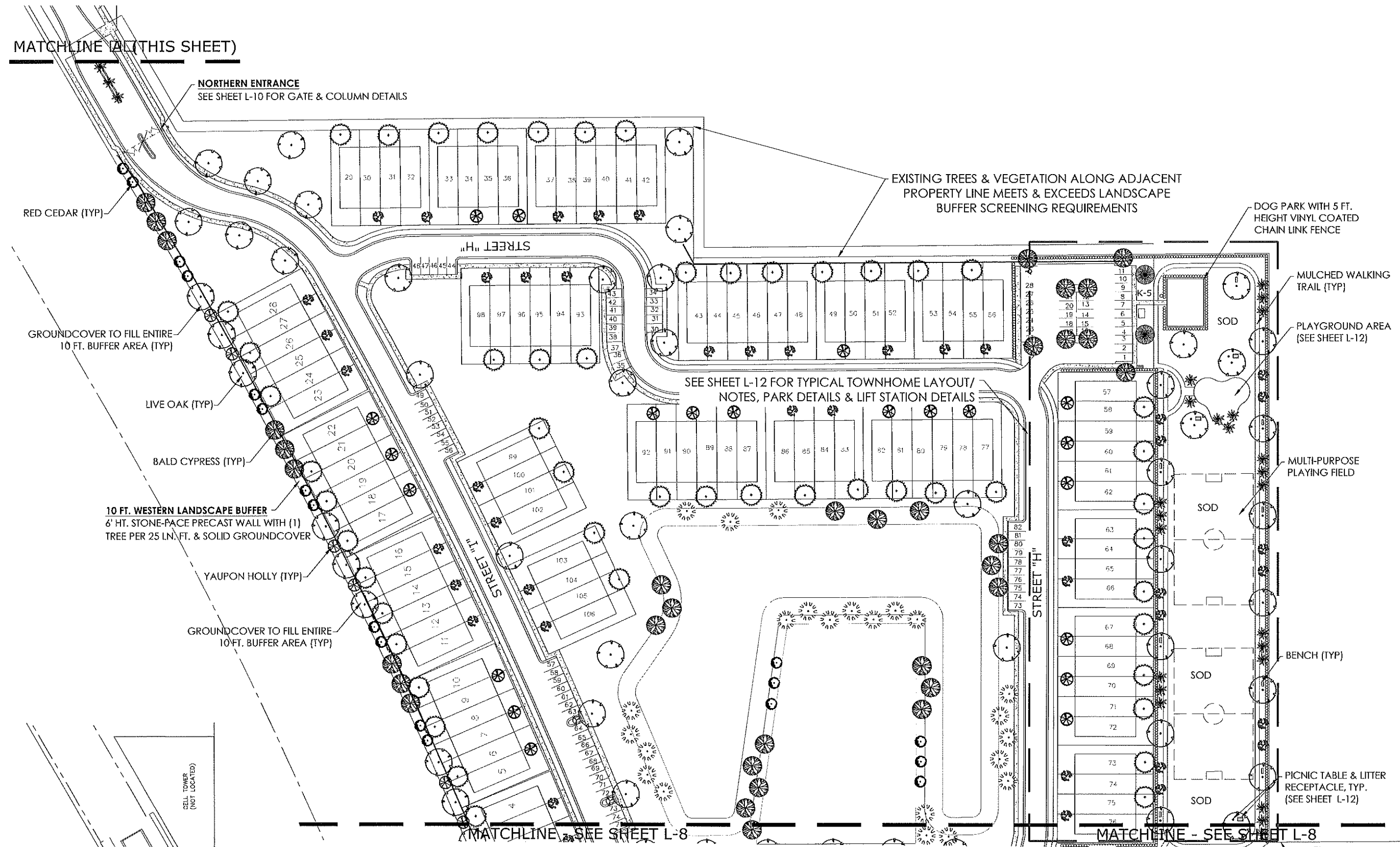
(SEE SHEET L-6 FOR TREE PLANTING LEGEND)

LANDSCAPE & IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE _____ REG. NO. _____ DATE _____

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LANDSCAPE PLAN

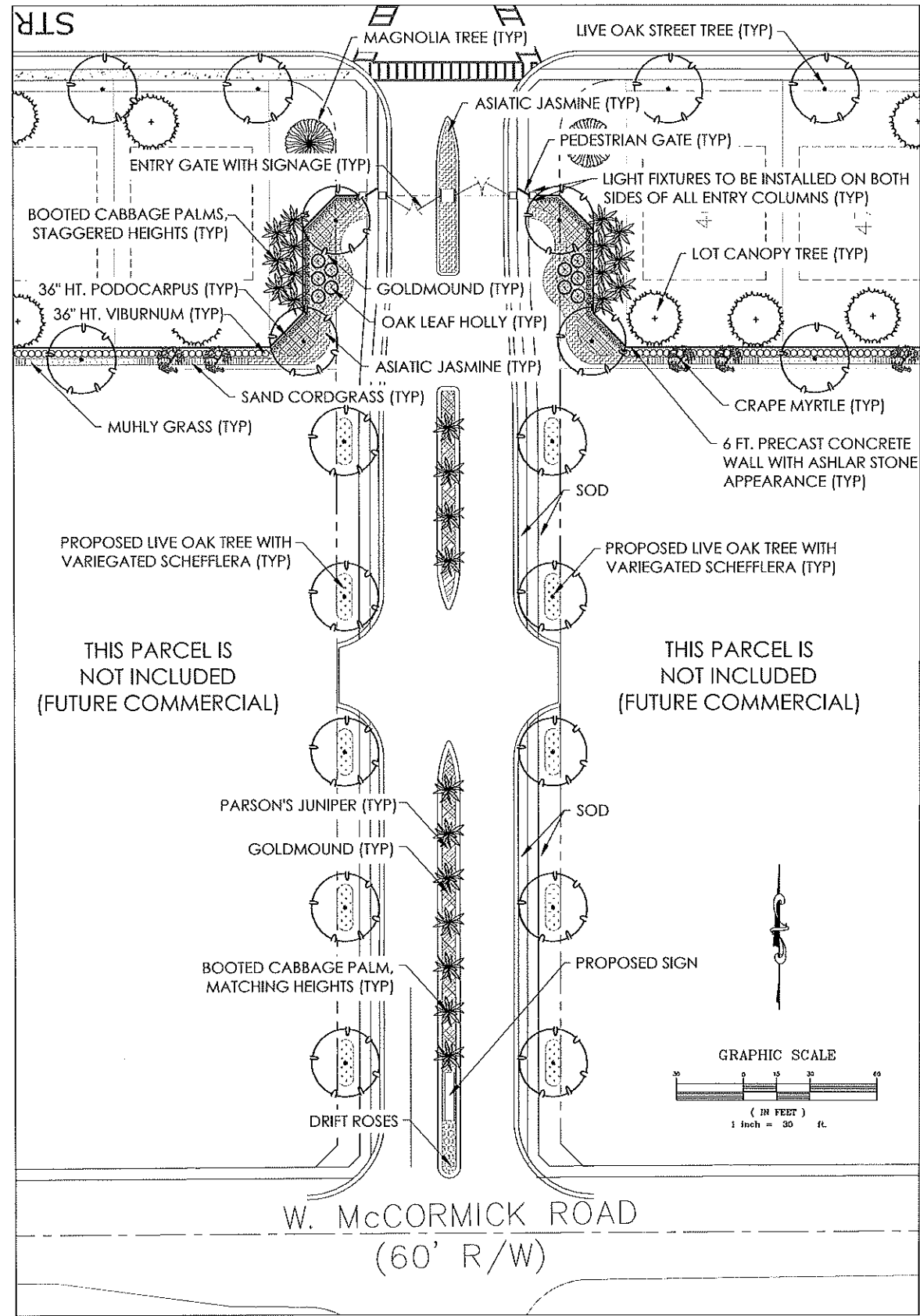
(SEE SHEET L-6 FOR TREE PLANTING LEGEND)

LANDSCAPE & IRRIGATION DESIGN

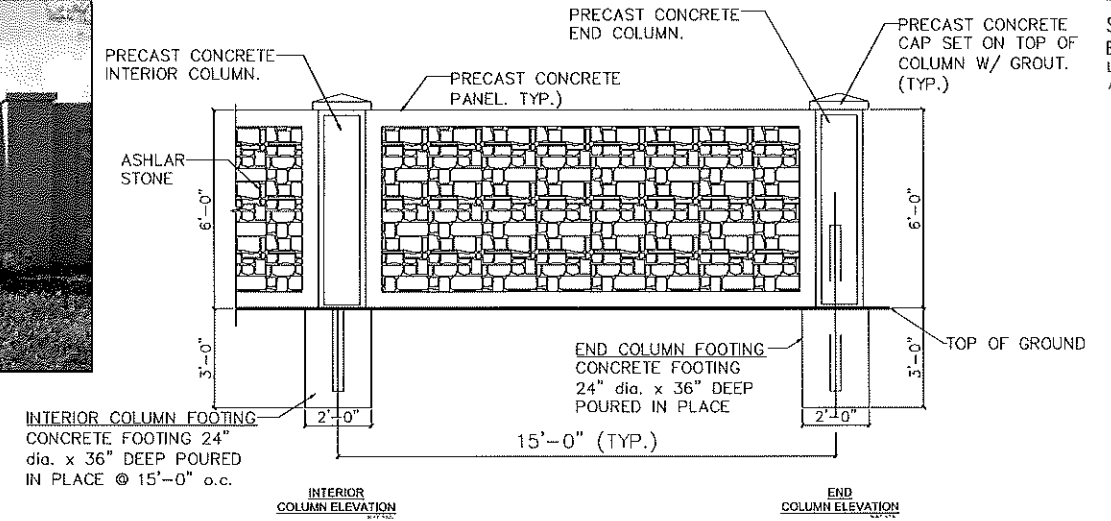
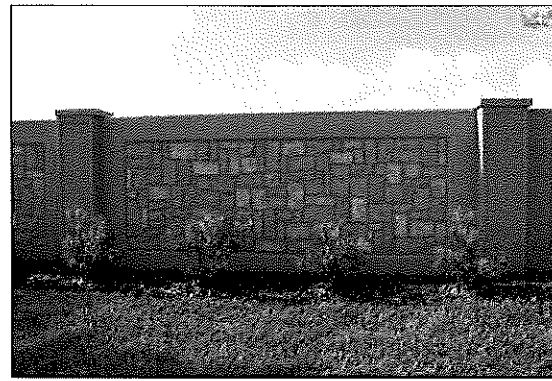
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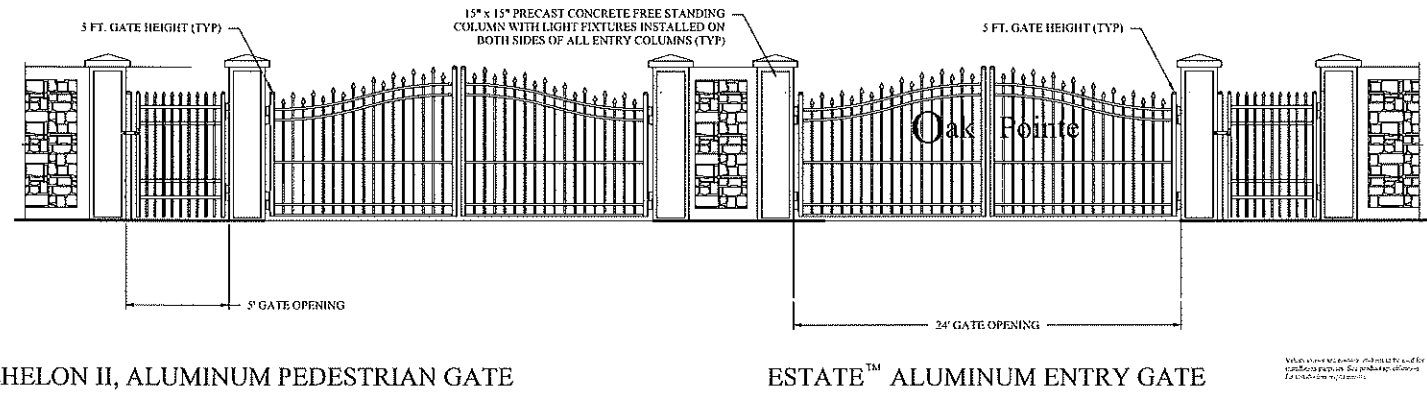
SOUTHERN ENTRANCE LANDSCAPE



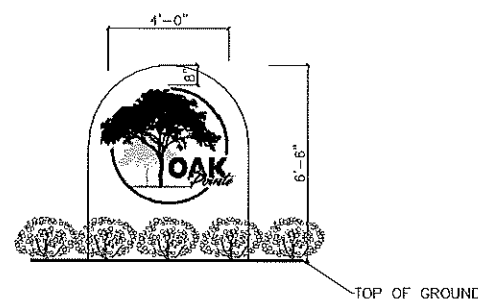
WALL DETAILS



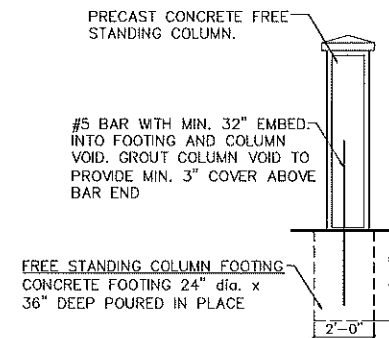
GATE ELEVATIONS (TYPICAL LAYOUT FOR NORTH & SOUTH ENTRIES)



SOUTH ENTRY SIGN ELEVATION



FREE STANDING COLUMN



ENTRANCE LANDSCAPE PLAN

LANDSCAPE & IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE _____ REG. NO. _____ DATE _____



SCHWEIZER BOJACK LANDSCAPE ARCHITECTURE

LANDSCAPE & IRRIGATION DESIGN
PO BOX 4483 • MANDALAY FLORIDA 33794 • PH: (407) 376-1423
LICENSE NO. LC200087 • DESIGN@SCHWEIZERBOJACK.COM

OAK POINTE - PUD / MASTER PLAN
1527 W. MCCORMICK ROAD - CITY OF APOPKA, FL 32703

5	7/21/17
4	6/23/17
3	5/17/17
2	5/01/17
1	4/12/17
	1/31/17

DRAWN BY: EB
SHEET NUMBER

L-10

All ideas, designs, arrangements and plans indicated or represented by this drawing are owned by and the property of SCHWEIZER BOJACK LANDSCAPE ARCHITECTURE, LLC and were created, evolved and developed for the use and connection with this specific project.



SCHWEIZER
BOJACK
LANDSCAPE
ARCHITECTURE

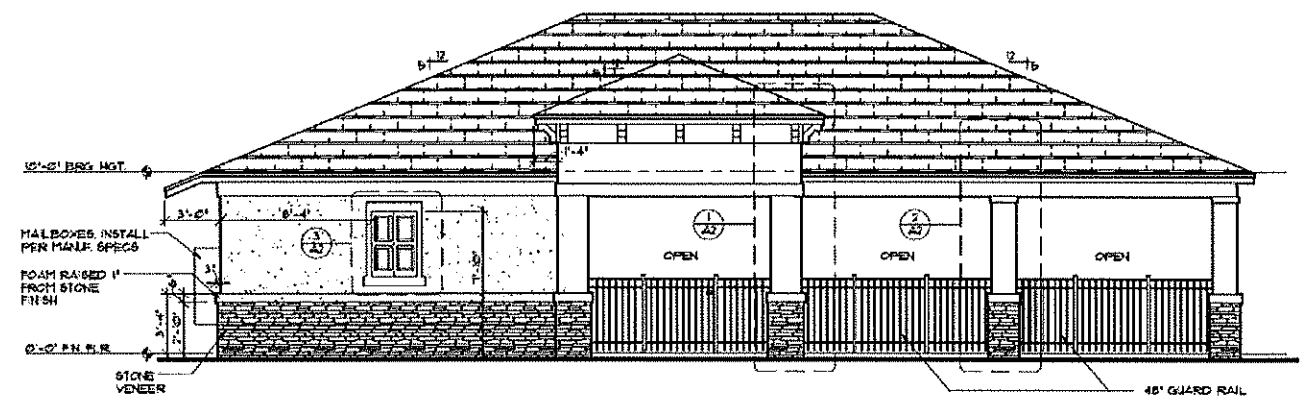
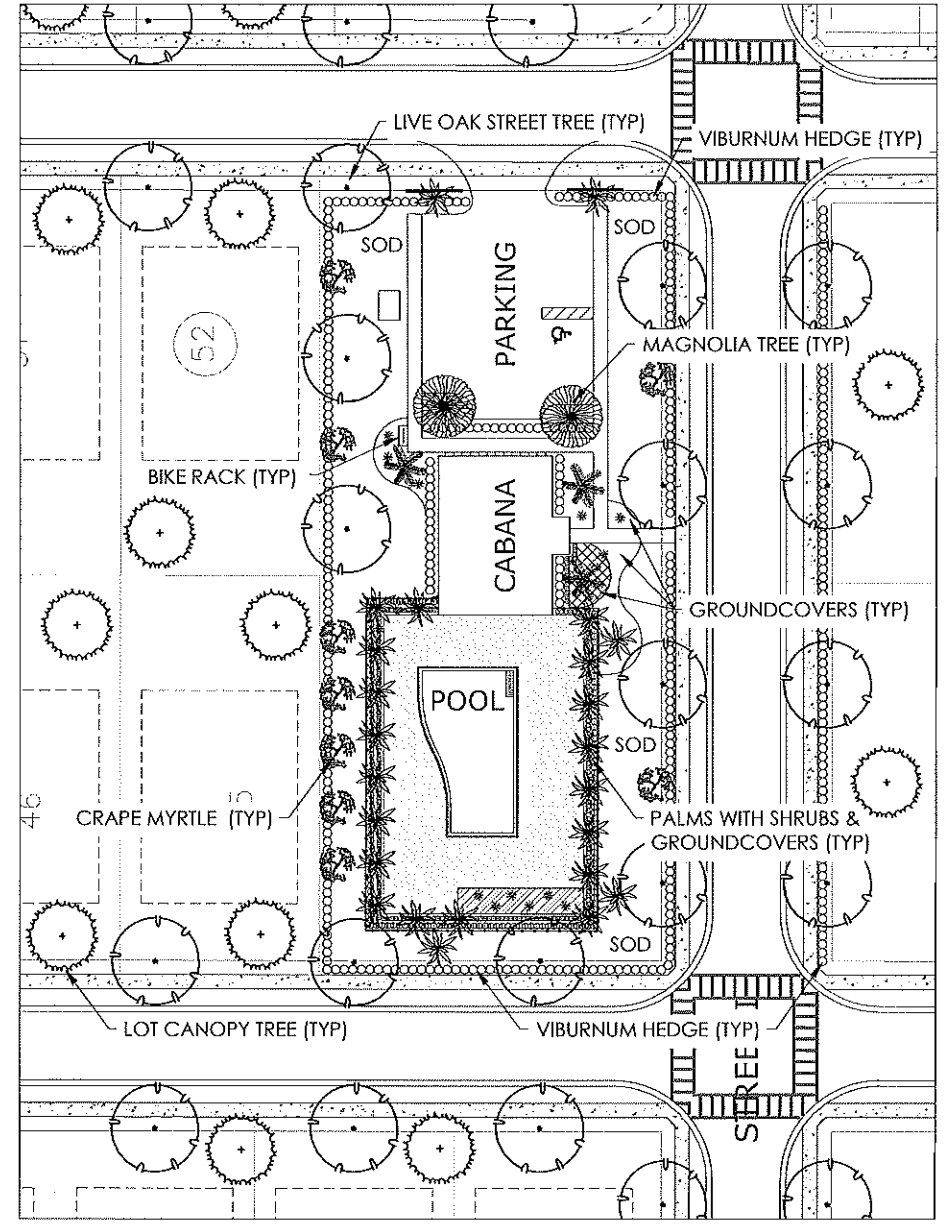
LANDSCAPE & IRRIGATION DESIGN
PO BOX 14838 • MARLAND, FLORIDA 32714 • PH: (407) 376-1423
LICENSE NO. LC2000087 • DESIGNSCHWEIZERBOJACK.COM

OAK POINTE - PUD / MASTER PLAN
1527 W. MCCORMICK ROAD - CITY OF APOPKA, FL 32703

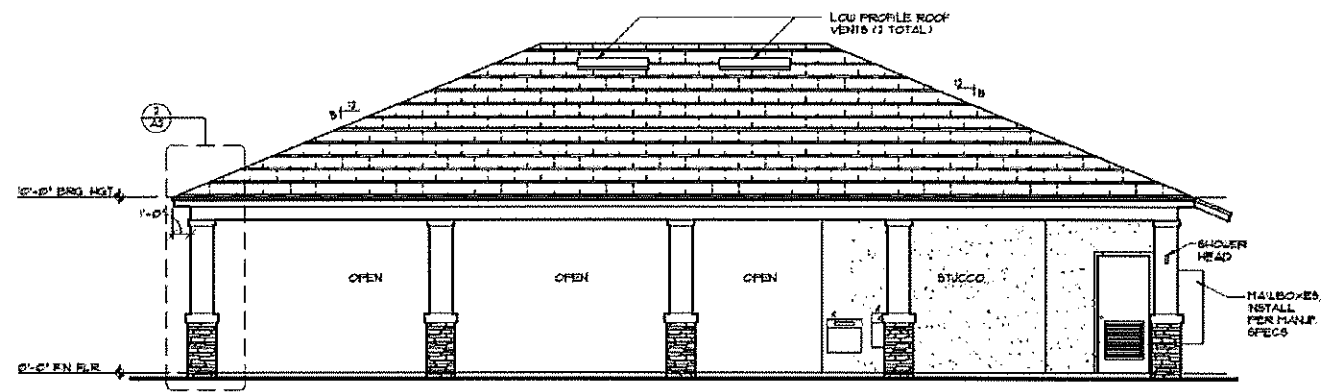
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1	4/12/17
	1/31/17
	DRAWN BY: KB
	SHEET NUMBER

L-11

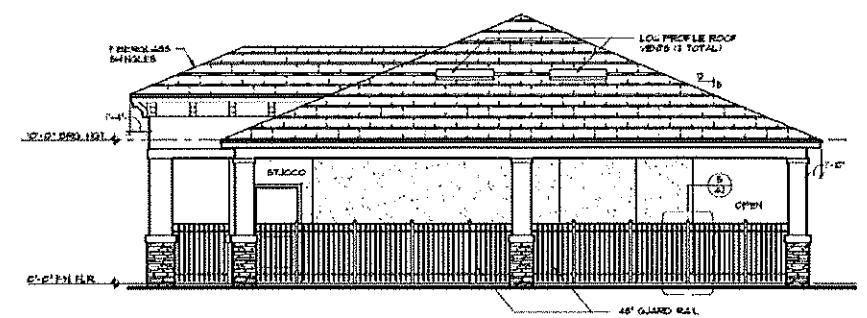
POOL & CABANA LANDSCAPE



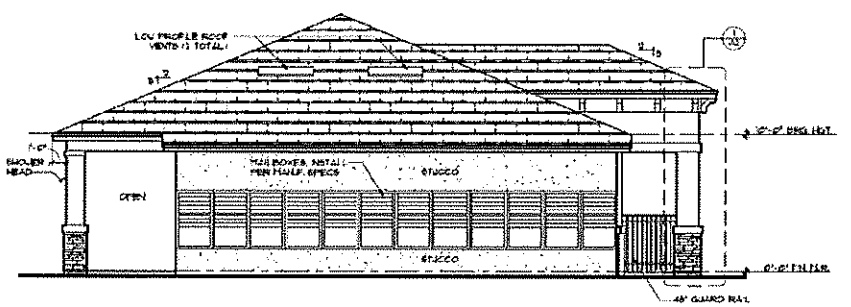
FRONT ELEVATION
TEXTURED FINISH



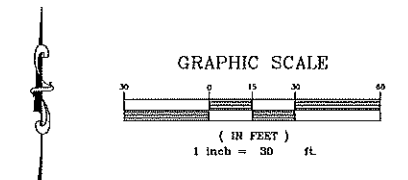
REAR ELEVATION
TEXTURED FINISH



RIGHT ELEVATION
TEXTURED FINISH



LEFT ELEVATION
TEXTURED FINISH



POOL & CABANA LANDSCAPE PLAN

LANDSCAPE & IRRIGATION DESIGN

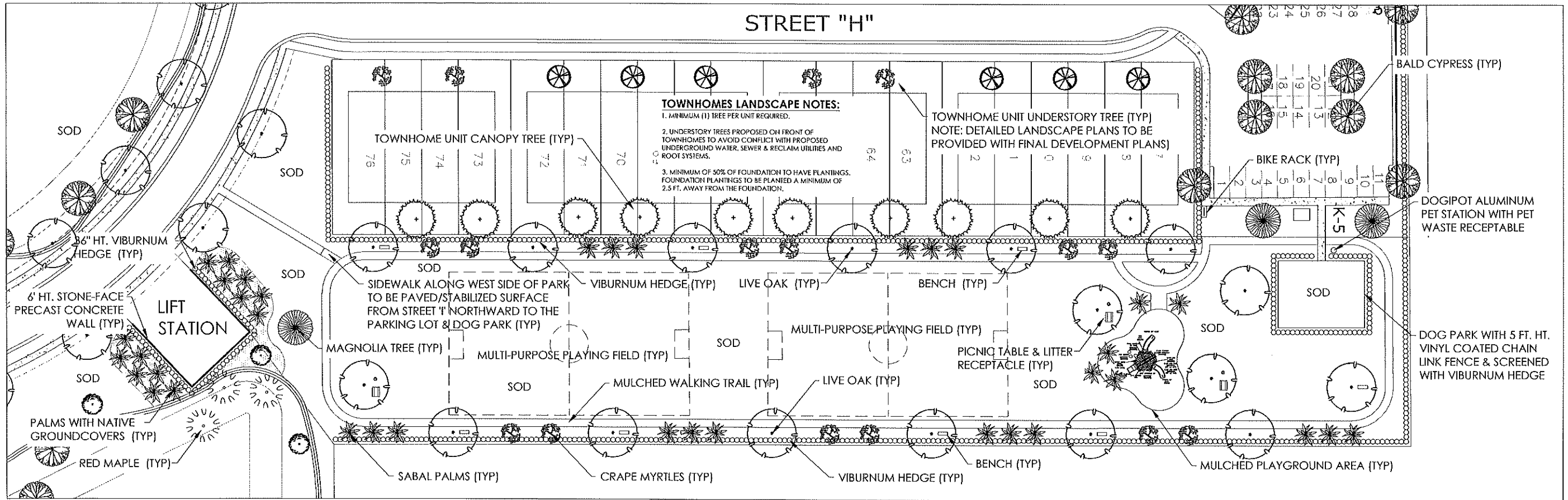
I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE _____ REG. NO. _____ DATE _____

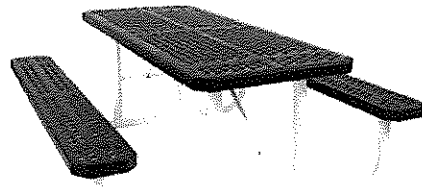
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TOWNHOME, LIFT STATION & PARK

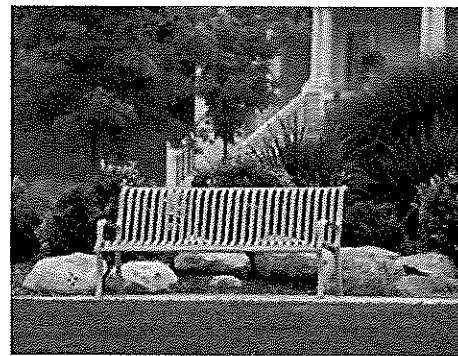
STREET "H"



(A) TUFFCLAD SERIES HEAVY DUTY PICNIC TABLE
 Model 28014, by Gametime



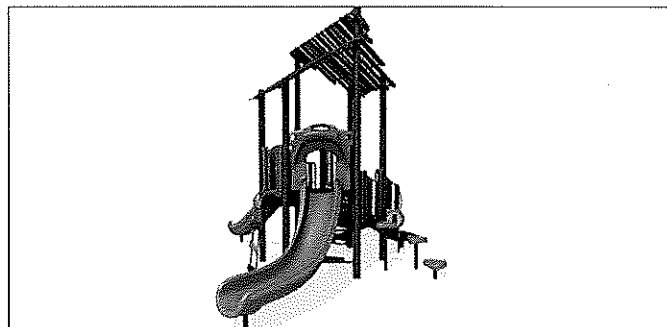
(B) ARLINGTON SERIES BENCH WITH ARMREST
 Model UF9106, by Gametime



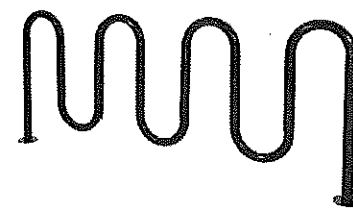
(C) ARLINGTON SERIES LITTER RECEPTACLE
 Model UL9310 - 24" x 30", by Gametime



(D) CANYON CABIN PLAYGROUND
 Model PS16010, by PowerScope

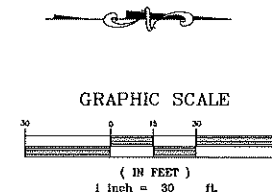


(E) LOOP BICYCLE RACK
 Model 7700, by Gametime



PARK & AMENITY PLAN NOTES:

1. PEDESTRIAN LEVEL LIGHTING TO BE PROVIDED WITH FINAL DEVELOPMENT PLANS.
2. DETAILED LANDSCAPE PLANS WITH ADDITIONAL GROUNDCOVERS TO BE PROVIDED WITH FINAL DEVELOPMENT PLANS.
3. SIDEWALK RUNNING ALONG WESTERN SIDE OF PARK SHALL BE PAVED/STABILIZED SURFACE FROM STREET "I" NORTHWARD TO THE PARKING LOT & DOG PARK TO ACCOMMODATE HANDICAP ACCESSIBILITY.



TOWNHOME, LIFT STATION & PARK
 LANDSCAPE & AMENITIES PLAN

LANDSCAPE & IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE _____ REG. NO. _____ DATE _____



SCHWEIZER
 BO JACK
 LANDSCAPE
 ARCHITECTURE

LANDSCAPE & IRRIGATION DESIGN
 PO BOX 94888 • APOPKA, FLORIDA 32714 • PH: (407) 374-1423
 LICENSE NO. LC2602467 • DESIGN@SCHWEIZERBOJACK.COM

OAK POINTE - PUD / MASTER PLAN
 1527 W. MCCORMICK ROAD - CITY OF APOPKA, FL 32703

5	7/21/17
4	6/23/17
3	5/17/17
2	5/01/17
1	4/12/17
	1/31/17
	DRAWN BY: KB
	SHEET NUMBER
	L-12

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Express
HOMES



Elevation - "C"



Elevation - "D"

The Aria
3 Bedroom | 2 Bath | 2 Car Garage
1,672 Square Feet

Express
HOMES



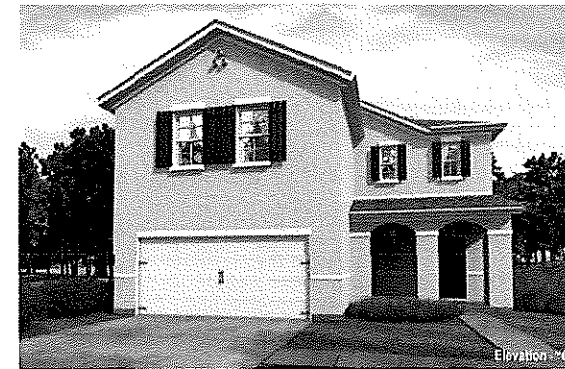
Elevation - "C"



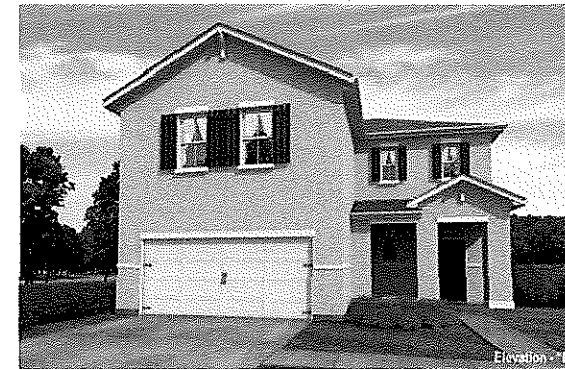
Elevation - "D"

The Cali
3-4 Bedroom | 2 Bath | 2 Car Garage
1,828 Square Feet

Express
HOMES



Elevation - "C"



Elevation - "D"

The Arden
4 Bedroom | 2.5 Bath | 2 Car Garage
1,969 Square Feet

Express
HOMES



Elevation - "C"



Elevation - "D"

The Flora
4 Bedroom | 2.5 Bath | 2 Car Garage
2,264 Square Feet

Express
HOMES



Elevation - "C"



Elevation - "D"

The Galen
4 Bedroom | 2.5 Bath | 2 Car Garage
2,432 Square Feet

Express
HOMES



Elevation - "C"



Elevation - "D"

The Hayden
5 Bedroom | 3 Bath | 2 Car Garage
2,601 Square Feet

333

DATE	REVISIONS	BY
4-26-17	1 REV PER DRC COMMENTS	TVW/MWK
6-26-17	2 REV PER DRC COMMENTS	MPG

EVANS ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION NO. 6786
DAVID L. EVANS
FLORIDA P.E. NO. 46516
DATE: JUL 26, 2017

EVANS ENGINEERING, INC.
LAND PLANNING PERMITTING SERVICES
CIVIL ENGINEERING
719 IRMA AVENUE 32803
ORLANDO, FLORIDA
(407) 872-1515
www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 00006786

OAK POINTE
FOR
THOMPSON HILLS ESTATES LLC
FLORIDA
CITY OF APOPKA.

PRELIMINARY
DEVELOPMENT PLAN
ARCHITECTURAL
ELEVATIONS

DRAWN:
TVW / MWK
CHECKED:
MPG
DATE:
JULY 2017
SCALE:
NTS
JOB #:
25801
SHEET #:

A1
OF SHEETS

11/05/10 (2010) - 004 - Revised/Revised/005 & 006 (2010) 10 - 000-000 - 000-000-000 (A1) Printed on: Jul 26, 2017 - 8:40am by: jperera

Express
HOMES



Elevation - "C"



Elevation - "D"

The Elle
5 Bedroom | 2.5 Bath | 2 Car Garage
2,897 Square Feet

Eastham 1756E -



A



B

Wellfleet 1798E -



A



B

Harwich 1542E -



A



B

DATE	REVISIONS	BY
4-20-17	REV PER DRC COMMENTS	TVW/MWK
6-16-17	REV PER DRC COMMENTS	J/KNK

EVANS ENGINEERING, INC.
CERTIFICATE OF
AUTHORIZATION NO. 6788

SANDY L. EVANS
FLORIDA P.E. NO. 46686
DATE: Jul 26, 2017

EVANS ENGINEERING, INC.
LAND PLANNING PERMITTING SERVICES
718 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1516
WWW.EVANSENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NO. 00089788

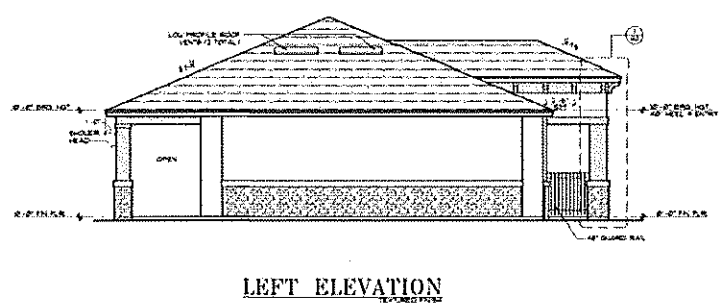
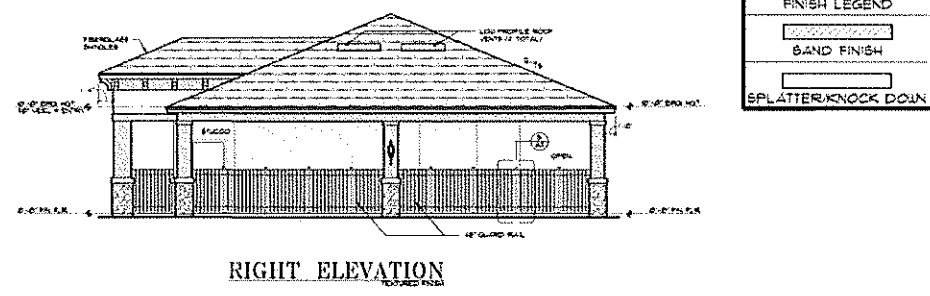
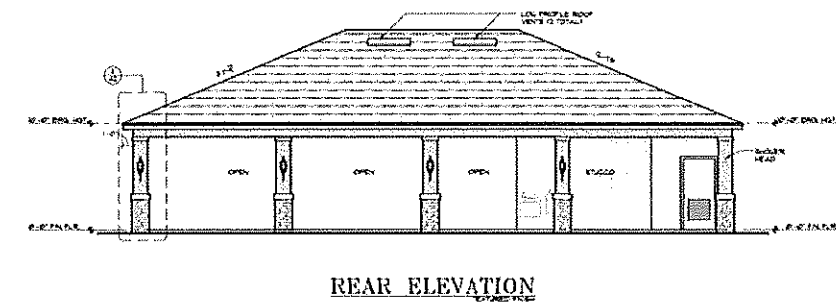
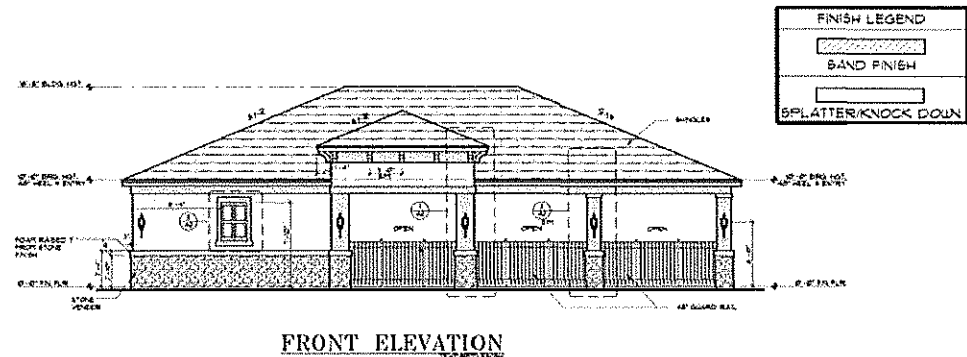
OAK POINTE
FOR
THOMPSON HILLS ESTATES LLC
CITY OF APOPKA, FLORIDA

PRELIMINARY
DEVELOPMENT PLAN
ARCHITECTURAL
ELEVATIONS

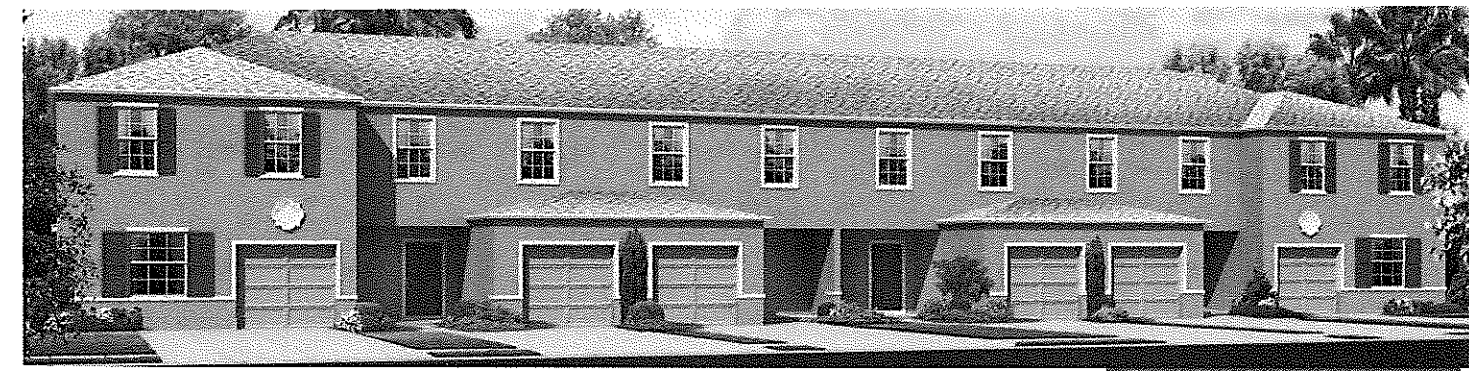
DRAWN:
TVW / MWK
CHECKED:
MPG
DATE:
JULY 2017
SCALE:
NTS
JOB #:
25801
SHEET #:

A2
OF SHEETS

A:\25801\25801 - Oak Pointe\Drawings\25801 - 25801.dwg (A2) Plotted on: Jul 26, 2017 - 4:25pm by: mwp

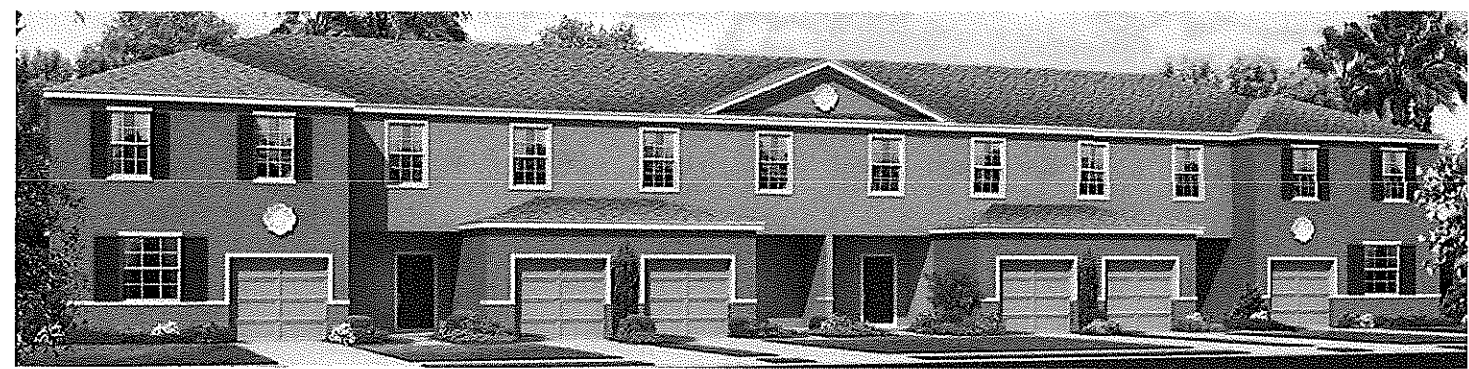


POOL CABANA



HOLLY
 3 Bedroom | 2.5 Bath
 1-Car Garage
 1,530 Sq. Ft.

TOWNHOUSES



KELSEY
 3 Bedroom | 2.5 Bath
 1-Car Garage
 1,674 Sq. Ft.

TOWNHOUSES

DATE	REVISIONS	BY
4-20-17	REV PER DRC COMMENTS	TVW/MWK
6-26-17	REV PER DRC COMMENTS	MPG

EVANS ENGINEERING, INC.
 CERTIFICATE OF AUTHORIZATION NO. 0788
 SANDY L. EVANS
 FLORIDA P.E. NO. 46886
 DATE: Jul 26, 2017

EVANS ENGINEERING, INC.
 LAND PLANNING PERMITTING SERVICES
 718 IRMA AVENUE
 ORLANDO, FLORIDA 32803
 (407) 872-1515
 WWW.EVANSENGINEERING.COM
 CERTIFICATE OF AUTHORIZATION NO. 00089788

OAK POINTE
 FOR
 THOMPSON HILLS ESTATES LLC
 CITY OF APOPKA, FLORIDA

PRELIMINARY
 DEVELOPMENT PLAN
 ARCHITECTURAL
 ELEVATIONS

DRAWN:
 TVW / MWK
 CHECKED:
 MPG
 DATE:
 JULY 2017
 SCALE:
 NTS
 JOB #:
 25801
 SHEET #:

A3
 SHEETS

ORDINANCE 2584

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM PLANNED UNIT DEVELOPMENT TO PLANNED UNIT DEVELOPMENT (OAK POINTE); FOR CERTAIN REAL PROPERTY GENERALLY LOCATED NORTH OF MCCORMICK ROAD AND EAST OF STATE ROAD 429, COMPRESING 69.7 ACRES MORE OR LESS, AND OWNED BY THOMPSON HILLS ESTATES LLC; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, to manage the growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

WHEREAS, the City of Apopka has requested a change in zoning on said property as identified in Section I of this ordinance; and

WHEREAS, the proposed Planned Unit Development (PUD/) zoning has been found to be consistent with the City of Apopka Comprehensive Plan, and the City of Apopka Land Development Code.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section I. That the zoning classification of the following described property be designated as Planned Unit Development (PUD), as defined in the Apopka Land Development Code, and with the following Master Site Plan provisions subject to the following zoning provisions:

- A. The uses permitted within the PUD district shall be: single family homes and townhomes and associated accessory uses or structures consistent with land use and development standards established for the PUD district except where otherwise addressed in this ordinance and the Master Site Plan.
- B. Development of the property shall occur consistent with the Master Site Plan set forth in Exhibit "A". If a development standard or zoning regulation is not addressed within Exhibit "A", development shall comply with the PUD zoning standards set forth in the Land Development Code. Where any development standard conflicts between the Oak Pointe Master Site Plan\Preliminary Development Plan and the Land Development Code, the Master Site Plan\Preliminary Development Plan shall preside. Any proposed revision to the Master Plan\Preliminary Development Plan shall be evaluated and processed pursuant to Section 2.02.18.N. (Master plan revision), LDC.
- C. If a Final Development Plan associated with the PUD district has not been approved by the City within three years after approval of these Master Plan provisions, the approval of the Master Plan\Preliminary Development Plan provisions will expire. At such time, the City Council may:
 - 1. Permit a single six-month extension for submittal of the required Final Development Plan;

2. Allow the PUD zoning designation to remain on the property pending resubmittal of new Master Site Plan provisions and any conditions of approval; or
3. Rezone the property to a more appropriate zoning classification.

D.

1. A development agreement must be approved by City Council that addresses dedication of a 60-foot wide right-of-way from the northern project line to Ocoee-Apopka Road following alignment delineated in the Oak Pointe North Master Plan; addresses the construction of the southern road from PUD south to McCormick Road; address access rights for the owner and subsequent owners of parcel number 29-21-28-0000-00-037 and addresses project phasing and development conditions.
2. For all recreation and park improvements, a performance bond in an amount acceptable to the City is required if such improvements do not receive a certificate of completion by the first building permit issued for a residential development.
3. Tree removal and arbor mitigation fee shall be determined at the time of the Final Development Plan.
4. Number and location of handicapped parking spaces shall be determined at the time of the Final Development Plan.
5. All recreation areas\parks shall be irrigated.
6. Townhome and single family home architectural design shall be determined at the Final Development Plan. The current renderings shall be removed from the PUD Master Plan and are not part of the Master Plan approval.
7. Current gate at south end of Irmalee Lane at McCormick Road shall be removed by Oak Pointe owner within 14 days of written request of the city engineer.
8. Irmalee Road vacate is approved by City Council upon adoption of the Oak Pointe PUD Ordinance. The road vacate shall be processed as part of the platting process.
9. The spine road from McCormick Road to the northern property line shall be completed prior to the issuance of the first certificate of occupancy for a residential unit.
10. All infrastructure that will be dedicated to the City and all roads and sidewalks shall be constructed to city standards as demonstrated in the Final Development Plan.
11. All architectural renderings shall be approved by the City Council at the final development plan application. No architectural renderings are approved as part of the Master Site Plan.

ORDINANCE NO. 2584

PAGE 3

Section II. That the zoning classification of the following described property, being situated in the City of Apopka, Florida, is hereby Planned Unit Development (PUD/R-1A) as defined in the Apopka Land Development Code.

Legal Description: Exhibit "B".

Parcel ID Nos.: 29-21-28-0000-00-011; 29-21-28-0000-00-016; 29-21-28-0000-00-033; and Portions of: 29-21-28-0000-00-038; 32-21-28-0000-00-004; 32-21-28-0000-00- 030

Combined Acreage: 69.7+/- Acres

Section III. That the zoning classification is consistent with the Comprehensive Plan of the City of Apopka, Florida.

Section IV. That the Community Development Director, or the Director's designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Apopka, Florida, to include said designation.

Section V. That if any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section or portion of section or subsection or part of this ordinance.

Section VI. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section VII. That this Ordinance shall take effect upon the date of adoption.

READ FIRST TIME: September 6, 2017

READ SECOND TIME
AND ADOPTED: _____

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED:

July 21, 2017
August 25, 2017
September 8, 2017

EXHIBIT "B"
LEGAL DESCRIPTION
 (as provided on cover sheet of the Master Site Plan-Exhibit "A")

TRACT 1

A PARCEL OF LAND SITUATE IN SECTIONS 29 AND 32, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 29, SAID POINT-OF-BEGINNING ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF IRMALEE LANE AS SHOWN ON OOCHA RIGHT-OF-WAY MAP, PROJECT NO. 75320-6460-604; THENCE RUN ALONG SAID RIGHT-OF-WAY LINE AND THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, NORTH 00°03'4" WEST, A DISTANCE OF 676.02 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE RUN NORTH 89°36'10" EAST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 29, A DISTANCE OF 662.29 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 29; THENCE RUN SOUTH 00°07'19" WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 678.97 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN SOUTH 00°05'25" WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF AFORESAID SECTION 32, A DISTANCE OF 1299.53 FEET TO A POINT OF INTERSECTION WITH A LINE LYING 30 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 32, SAID LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF WEST MCCORMICK ROAD AS LAID OUT AND IN USE; THENCE RUN SOUTH 89°44'22" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 659.62 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF AFORESAID IRMALEE LANE; THENCE RUN NORTH 00°02'30" EAST ALONG SAID RIGHT-OF-WAY LINE AND THE WEST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 32, A DISTANCE OF 1301.88 FEET BACK TO THE POINT-OF-BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1307158 SQUARE FEET OR 30.008 ACRES MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS ARE RELATIVE TO THE FLORIDA STATE PLANE SYSTEM, NATIONAL ADJUSTED DATUM OF 1983 (NAD83), EAST ZONE TRANSVERSE MERCATOR, ZONE 18S-RP.

TRACT 2:

A PARCEL OF LAND SITUATE IN SECTIONS 29 AND 32, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 29, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF IRMALEE LANE AS SHOWN ON OOCHA RIGHT-OF-WAY MAP, PROJECT NO. 75320-6460-604; THENCE RUN SOUTH 89°39'41" WEST, A DISTANCE OF 105.10 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID IRMALEE LANE AND THE POINT-OF-BEGINNING OF THE PARCEL INTENDED TO BE DESCRIBED; THENCE FROM SAID POINT-OF-BEGINNING RUN ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE (3) COURSES, FIRST SOUTH 00°00'34" WEST, A DISTANCE OF 131.79 FEET; THENCE SOUTH 03°46'11" EAST, A DISTANCE OF 300.95 FEET; THENCE SOUTH 00°02'30" WEST, A DISTANCE OF 870.05 FEET TO A POINT OF INTERSECTION WITH A LINE LYING 30 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 32, SAID LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF WEST MCCORMICK ROAD AS LAID OUT AND IN USE; THENCE RUN SOUTH 89°46'28" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 432.05 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 429, AS SHOWN ON THE ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP, PROJECT NO. 75320-6460-604; THENCE ALONG THE SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE FOR THE FOLLOWING FIVE (5) COURSES, THE FIRST BEING FROM A POINT ON A CURVE NON-TANGENT TO THE PRECEDING COURSE, CONCAVE TO THE WEST, HAVING A RADIUS OF 5071.07 FEET, A CHORD OF NORTH 06°38'25" WEST, 1230.71 FEET AND FROM WHICH A RADIAL LINE BEARS NORTH 89°49'25" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CENTRAL ANGLE OF 13°56'29", A DISTANCE OF 1133.75 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 00°13'36" EAST, A DISTANCE OF 81.23 FEET; THENCE NORTH 21°02'59" WEST, A DISTANCE OF 218.39 FEET; THENCE NORTH 22°49'25" WEST, A DISTANCE OF 168.56 FEET TO A POINT ON A CURVE BEING NON-TANGENT TO THE PRECEDING COURSE, CONCAVE TO THE WEST, HAVING A RADIUS OF 5061.07 FEET, A CHORD OF NORTH 19°40'31" WEST, 265.41 FEET AND FROM WHICH A RADIAL LINE BEARS SOUTH 71°49'38" WEST; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CENTRAL ANGLE OF 3°06'18", A DISTANCE OF 265.44 FEET TO A POINT OF INTERSECTION WITH THE AFORESAID RIGHT-OF-WAY LINE OF IRMALEE LANE; THENCE DEPARTING FROM SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, RUN ALONG THE RIGHT-OF-WAY LINE OF IRMALEE LANE FOR THE FOLLOWING FOUR (4) COURSES, FIRST NORTH 81°37'49" EAST, A DISTANCE OF 93.13 FEET; THENCE NORTH 89°44'46" EAST, A DISTANCE OF 433.52 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 235.00 FEET AND A CHORD OF SOUTH 49°07'54" EAST, 333.05 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CENTRAL ANGLE OF 90°14'40", A DISTANCE OF 370.14 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 00°03'04" EAST, A DISTANCE OF 334.61 FEET BACK TO THE POINT-OF-BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 996921 SQUARE FEET OR 22.748 ACRES MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS ARE RELATIVE TO THE FLORIDA STATE PLANE SYSTEM, NATIONAL ADJUSTED DATUM OF 1983 (NAD83), EAST ZONE TRANSVERSE MERCATOR, ZONE 18S-RP.

TRACT 3:

A PARCEL OF LAND SITUATE IN SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29, SAID POINT-OF-BEGINNING ALSO BEING AT THE NORTHEAST CORNER OF THE RIGHT-OF-WAY FOR IRMALEE LANE AS SHOWN ON THE OOCHA RIGHT-OF-WAY MAP, PROJECT NO. 75320-6460-604; THENCE RUN SOUTH 89°44'46" WEST ALONG SAID RIGHT-WAY LINE AND THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29, A DISTANCE OF 404.10 FEET TO A POINT AT THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 10023 AT PAGE 6676 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE TRAVERSE SAID LANDS FOR THE FOLLOWING THREE (3) COURSES, FIRST NORTH 00°05'38" EAST, A DISTANCE OF 252.94 FEET; THENCE SOUTH 89°44'46" WEST, A DISTANCE OF 148.04 FEET; THENCE SOUTH 07°57'26" WEST, A DISTANCE OF 255.56 FEET BACK TO THE AFORESAID RIGHT-OF-WAY OF IRMALEE LANE; THENCE RUN SOUTH 89°44'46" WEST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 330.19 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 429, AS SHOWN ON THE ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP, PROJECT NO. 75320-6460-604, SAID POINT BEING A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 5061.07 FEET, A CHORD OF NORTH 26°14'53" WEST, 640.22 FEET AND FROM WHICH A RADIAL LINE BEARS SOUTH 67°22'47" WEST; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CENTRAL ANGLE OF 7°15'10", A DISTANCE OF 640.65 FEET; THENCE CONTINUE ALONG SAID LIMITED ACCESS RIGHT-OF-WAY LINE NORTH 29°36'57" WEST, A DISTANCE OF 237.79 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE DEPARTING FROM SAID LIMITED ACCESS RIGHT-OF-WAY LINE AND ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29, NORTH 00°04'09" EAST, A DISTANCE OF 37.87 FEET TO A POINT OF INTERSECTION WITH A LINE LYING 150 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE RUN NORTH 89°39'29" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 658.90 FEET TO THE EAST LINE OF SAID WEST 1/2; THENCE RUN SOUTH 00°01'48" WEST ALONG SAID EAST LINE, A DISTANCE OF 150.02 FEET TO THE SOUTH LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE RUN NORTH 89°39'33" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 659.01 FEET TO THE SOUTHEAST CORNER OF SAID EAST 1/2; THENCE RUN SOUTH 00°09'34" EAST ALONG THE EAST LINE OF SAID EAST 1/2, A DISTANCE OF 676.01 FEET BACK TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 996921 SQUARE FEET OR 22.748 ACRES MORE OR LESS.

Backup material for agenda item:

7. Ordinance No. 2585 – First Reading - 2017-2 Admin. Rezoning – Case No. 2017-2-3 – Quasi-Judicial
David Moon



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: 2017-2 Administrative Rezoning

MEETING OF: September 6, 2017
 FROM: Community Development
 EXHIBITS: Zoning Report
 Vicinity Map
 Adjacent Zoning
 Adjacent Uses
 Existing Uses

SUBJECT: ORDINANCE NO. 2585 – ADMINISTRATIVE CHANGE OF ZONING – RICHARD CHANGLER (CASE #2017-2-1)

REQUEST: FIRST READING OF ORDINANCE NO. 2585 - ADMINISTRATIVE CHANGE OF ZONING –RICHARD CHANDLER, FROM “COUNTY” A-1 (ZIP) TO “CITY” R-1AAA (RESIDENTIAL); AND HOLD OVER FOR SECOND READING & ADOPTION.

SUMMARY:

OWNER: Richard Chandler

APPLICANT: City of Apopka

LOCATION: West of North Rock Springs Road, south of West Kelly Park Road

PARCEL ID #(S): 18-20-28-0000-00-030; 18-20-28-0000-00-063

FUTURE LAND USE: Residential Very Low Suburban (0 - 2 du/acres)

ZONING: A-1 (ZIP)

PROPOSED ZONING: R-1AAA

EXISTING USE: Residential Single-Family Home

PROPOSED DEVELOPMENT: Residential single-family home (existing)

MAXIMUM ALLOWABLE DEVELOPMENT: EXISTING ZONING: 1 residential Unit
 PROPOSED ZONING: 1 residential Unit

TRACT SIZE: 5.118 +/- Acres

FUNDING SOURCE:

N/A

DISTRIBUTION

Mayor Kilsheimer	Finance Director	Public Services Director
Commissioners	HR Director	Recreation Director
City Administrator	IT Director	City Clerk
Community Development Director	Police Chief	Fire Chief

ADDITIONAL COMMENTS: Policy 3.9 of the Apopka Comprehensive Plan 2030 requires that a “city” zoning classification be assigned to annexed properties. The subject property was annexed into the City of Apopka. Staff is requesting an administrative rezoning for the subject property to comply with the policy set forth in the Comprehensive Plan. The proposed city zoning category is comparable to the densities and intensities and uses allowed under the existing “county” zoning classification, and the proposed zoning change is compatible with the character of the surrounding area.

The subject property is located in an area characterized as single-family and agricultural in nature, with “City” R-1AAA zoning to the north, south, and west of the subject property, and PUD to the east of the site. The existing and proposed use of the subject site for a residential building is a permitted use in the proposed R-1AAA zoning district and compatible with the surrounding zoning and uses.

Staff has analyzed the proposed amendment and determined that adequate public facilities exist to support this zoning change (see attached Zoning Report).

COMPREHENSIVE PLAN COMPLIANCE: The proposed zoning classification is consistent with the Future Land Use Designation assigned to the property.

SCHOOL CAPACITY REPORT: The request of the proposed rezoning would result in a number of residential units considered ‘de minimus’ and, therefore, a school capacity determination is not required for the subject properties.

JOINT PLANNING AREA/OVERLAY: The subject property is located within the “Northern Area” of the Joint Planning Area with Orange County. The subject properties are not located within any other city overall or protection area.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on July 7, 2017.

PROPERTY OWNER NOTIFICATION: The property owner was notified of this administrative rezoning and public hearing dates at least thirty (30) days prior to the adoption public hearing.

PUBLIC HEARING SCHEDULE:
August 8, 2017 – Planning Commission (5:30 pm)
September 6, 2017 – City Council (1:30 pm) – 1st Reading
September 20, 2017 – City Council (7:00 pm) – 2nd Reading

DULY ADVERTISED:
July 21, 2017 – Public Notice and Notification
September 8, 2017 – Ordinance Heading Ad

RECOMMENDATION ACTION:

The **Development Review Committee** finds the change in zoning consistent with the Comprehensive Plan and compatible with the character of the surrounding area, recommending approval of the change in Zoning from “County” A-1 (ZIP) to “City” R-1AAA.

The **Planning Commission**, at its meeting on August 8, 2017, found the change in zoning consistent with the Comprehensive Plan and compatible with the character of the surrounding area, and unanimously recommended approval of the change in Zoning from “County” A-1 (ZIP) to “City” R-1AAA for the Richard Chandler property.

City Council: Accept the First Reading of Ordinance No. 2585 and Hold it Over for Second Reading and Adoption on September 20, 2017.

Note: This item is considered quasi-judicial. The staff report and its findings are to be incorporated and made a part of the minutes of this meeting.

ZONING REPORT

RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City)	Residential Very Low Suburban (0-2 du/ac)	R-1AAA	Orchid Estates Subdivision
East (City)	Residential Estates (1 du/ ac)	PUD	Rock Springs Ridge Subdivision
South (City)	Residential Very Low Suburban (0-2 du/ac)	R-1AAA	vacant
West (City)	Residential Very Low Suburban (0-2 du/ac)	R-1AAA	Orchid Estates Subdivision

LAND USE &

TRAFFIC COMPATIBILITY: The subject property fronts and is accessed by a local roadway (Jason Dwelley Pkwy). It is similar in nature to the surrounding agricultural and residential areas, and there should be no impact on traffic.

**COMPREHENSIVE
 PLAN COMPLIANCE:**

The proposed R-1AAA zoning is consistent with the City’s Residential Very Low Suburban Future Land Use designation and with the character of the surrounding area and future proposed development. The R-1AAA zoning classification is one of the acceptable zoning categories allowed within the Residential Very Low Suburban Future Land Use category. Development Plans shall not exceed the density allowed in the adopted Future Land Use Designation.

**AG DISTRICT
 REQUIREMENTS:**

- Minimum Living Area: 1,800 sq. ft. (Single-family)
- Minimum Site Area: 16,000 sq. ft.
- Minimum Lot Width NA
- Setbacks: Front: 25 ft.
- Rear: 20 ft.
- Side: 10 ft.
- Corner 25 ft.

Based on the above zoning standards, the subject site complies with code requirements for the R-1AAA district.

**BUFFERYARD
 REQUIREMENTS:**

1. Developments shall provide a minimum six-foot high brick, stone or decorative block finished wall adjacent to all external roadways, erected inside a minimum ten-foot landscaped bufferyard. Landscape materials shall be placed adjacent to the right-of-way, on the exterior of the buffer wall. The city may allow the developer the option to provide up to 50 percent of the buffer wall length in a six-foot wrought iron fence between solid columns. The columns shall be a minimum of 32 feet off-set and shall have a stone, brick or decorative block finish. Where wrought iron is used, additional landscape materials and irrigation may be required. This will be determined by the city on a case-by-case basis.

2. Areas adjacent to agricultural districts or activities shall provide a minimum five-foot buffer yard and a minimum six-foot high brick, stone or decorative block finished wall unless acceptable alternatives are submitted for approval.

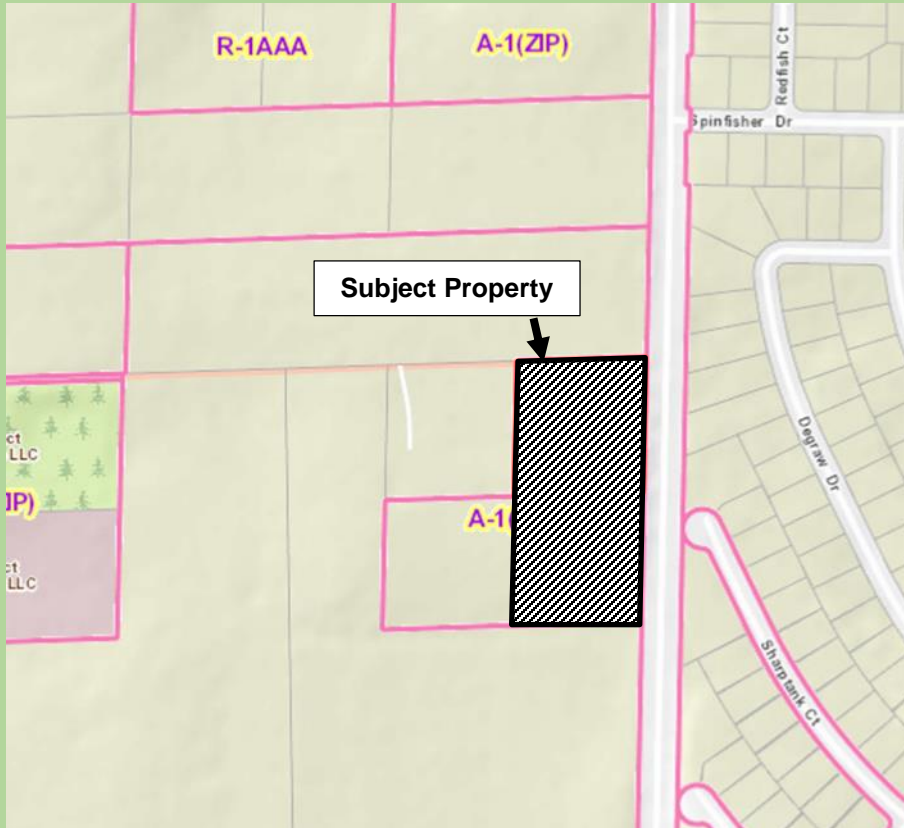
ALLOWABLE USES:

Single-family dwellings and their customary accessory structures and uses in accordance with article VII of this code. Supporting infrastructure and public facilities of less than five acres as defined in this code and in accordance with section 2.02.01.



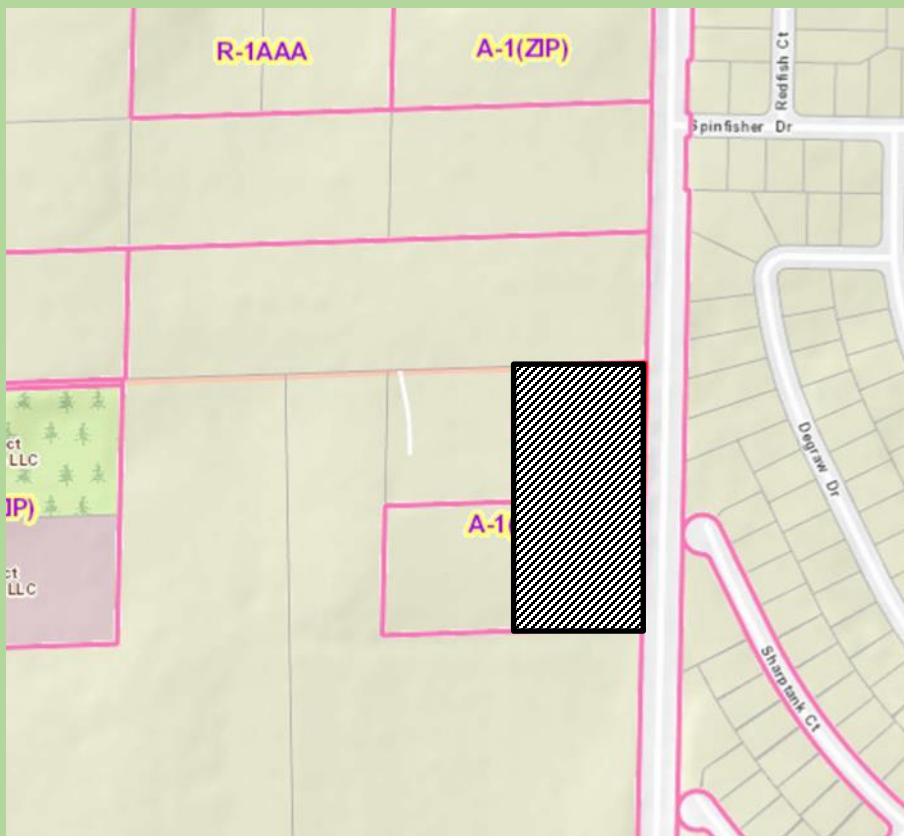
Richard Chandler
2.619 +/- Acres & 2.499 +/- Acres
Proposed Zoning Change:
From: "County" A-1 (ZIP) (Agriculture)
To: "City" R-1AAA (Residential)
Parcel ID #: 18-20-28-0000-00-030 & 18-20-28-0000-00-063

VICINITY MAP





ADJACENT ZONING



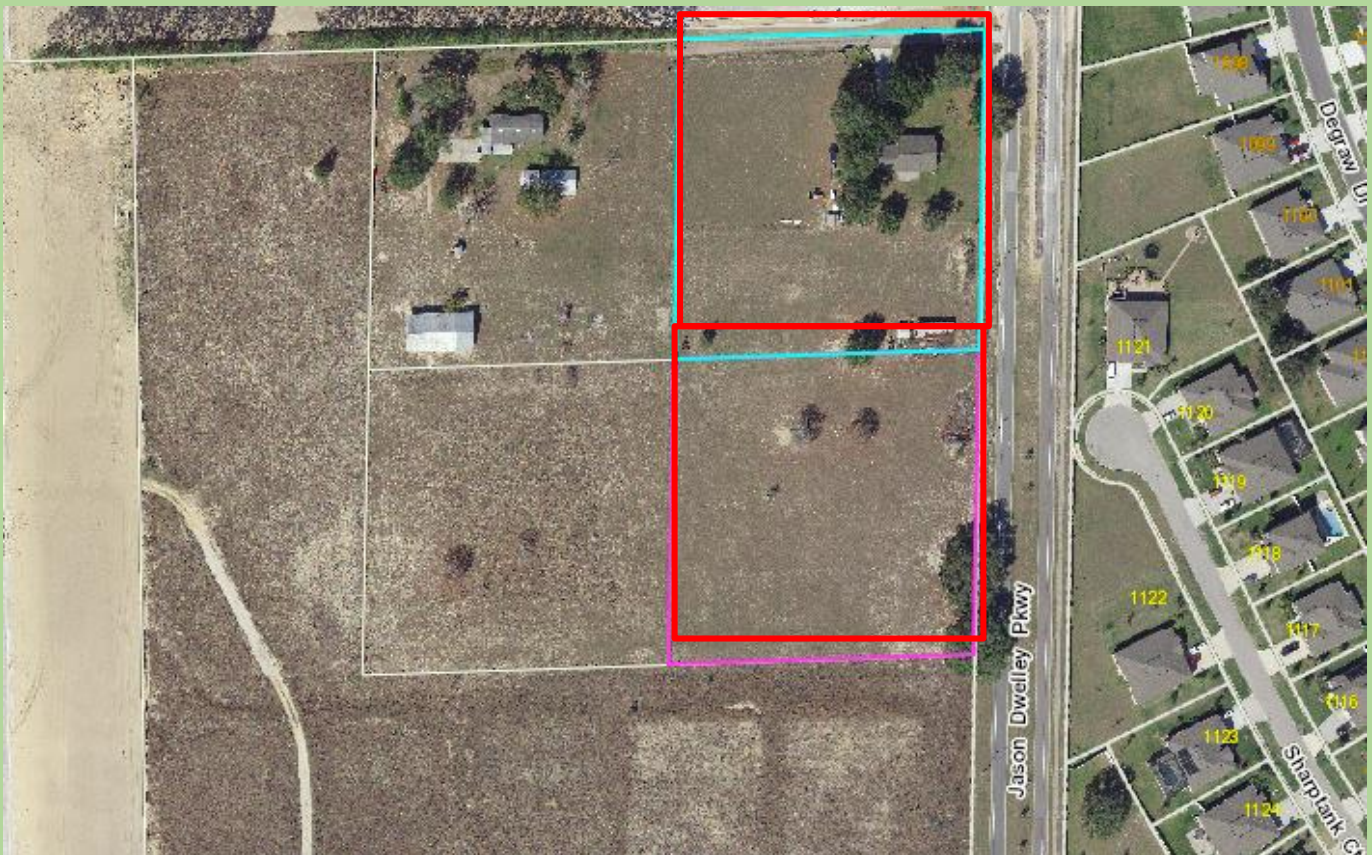


ADJACENT USES





**EXISTING
USES**



ORDINANCE NO. 2585

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM “COUNTY” A-1 (AGRICULTURE) TO “CITY” R-1AAA (RESIDENTIAL) FOR CERTAIN REAL PROPERTIES GENERALLY LOCATED WITHIN THE CITY LIMITS OF APOPKA, COMPRISING 5.1 ACRES, MORE OR LESS, AND OWNED BY RICHARD CHANDLER; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, to manage the growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

WHEREAS, the City of Apopka has requested a change in zoning on said property as identified in Section I of this ordinance; and

WHEREAS, the proposed AG zoning has been found to be consistent with the City of Apopka Comprehensive Plan, and the City of Apopka Land Development Code.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section I. That the zoning classification of the following described property, being situated in the City of Apopka, Florida, is hereby R-1AAA (Residential), as defined in the Apopka Land Development Code.

Legal Description:

BEG 345 FT S OF NE COR OF SE1/4 W 330.75 FT S 330 FT E 330.87 FT N 330 FT TO POB PART OF TRACT 40 OF UNRECORDED PLAT DEED 921/429 IN SEC 18-20-28 (Parcel 18-20-28-0000-00-063),

and

E1/2 OF THE FOLLOWING PARCEL BEG AT NE COR OF SE1/4 W 661.25 FT S 345 FT E 661.51 FT N 345 FT TO POB BEING TR 38 UNRECORDED PLAT IN DEED 921/429 IN SEC 18-20-28 (Parcel 18-20-28-0000-00-030)

Contains: 5.118 +/- Acres

Section II. That the zoning classification is consistent with the Comprehensive Plan of the City of Apopka, Florida.

Section III. That the Community Development Director, or the Director’s designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Apopka, Florida, to include said designation.

Section IV. That if any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section or portion of section or subsection or part of this ordinance.

Section V. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section VI. That this Ordinance shall take effect upon adoption.

READ FIRST TIME: September 6, 2017

READ SECOND TIME
AND ADOPTED: September 20, 2017

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED: January 27, 2017
 March 3, 2017

Backup material for agenda item:

8. Ordinance No. 2586 – First Reading – 2017-2 Admin. Rezoning – Case No. 2017-2-2 – Quasi-Judicial
David Moon

ADDITIONAL COMMENTS: Policy 3.9 of the Apopka Comprehensive Plan 2030 requires that a “city” zoning classification be assigned to annexed properties. The subject property was annexed into the City of Apopka. Staff is requesting an administrative rezoning for the subject property to comply with the policy set forth in the Comprehensive Plan. The proposed city zoning category is comparable to the densities and intensities and uses allowed under the existing “county” zoning classification, and the proposed zoning change is compatible with the character of the surrounding area.

The subject property is located in an area characterized as single-family and agricultural in nature, with “City” R-1AAA zoning to the north, south, and west of the subject property, and vacant, A-1 (ZIP) to the east of the site. The existing and proposed use of the subject site for a residential building is a permitted use in the proposed R-1AAA zoning district and compatible with the surrounding zoning and uses.

Staff has analyzed the proposed amendment and determined that adequate public facilities exist to support this zoning change (see attached Zoning Report).

COMPREHENSIVE PLAN COMPLIANCE: The proposed zoning classification is consistent with the Future Land Use Designation assigned to the property.

SCHOOL CAPACITY REPORT: The request of the proposed rezoning would result in a number of residential units considered ‘de minimus’ and, therefore, a school capacity determination is not required for the subject properties.

JOINT PLANNING AREA/OVERLAY: The subject property is located within the “Northern Area” of the Joint Planning Area with Orange County. The subject properties are not located within any other city overall or protection area.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on July 7, 2017.

PROPERTY OWNER NOTIFICATION: The property owner was notified of this administrative rezoning and public hearing dates at least thirty (30) days prior to the adoption public hearing.

PUBLIC HEARING SCHEDULE:
August 8, 2017 – Planning Commission (5:30 pm)
September 6, 2017 – City Council (1:30 pm) – 1st Reading
September 20, 2017 – City Council (7:00 pm) – 2nd Reading

DULY ADVERTISED:
July 21, 2017 – Public Notice and Notification
September 8, 2017 – Ordinance Heading Ad

RECOMMENDATION ACTION:

The **Development Review Committee** finds the change in zoning consistent with the Comprehensive Plan and compatible with the character of the surrounding area, recommending approval of the change in Zoning from “County” A-1 (ZIP) to “City” R-1AAA.

The **Planning Commission**, at its meeting on August 8, 2017, found the change in zoning consistent with the Comprehensive Plan and compatible with the character of the surrounding area, and unanimously recommended approval of the change in Zoning from “County” A-1 (ZIP) to “City” R-1AAA for the Sanders property.

City Council: Accept the First Reading of Ordinance No. 2586 and Hold it Over for Second Reading and Adoption on September 20, 2017.

Note: This item is considered quasi-judicial. The staff report and its findings are to be incorporated and made a part of the minutes of this meeting.

ZONING REPORT

RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City)	Residential Estates (1 du/ac)	R-1AAA	Residential
East (City)	Residential Estates (1 du/ ac)	A-1(ZIP)	vacant
South (City)	Residential Very Low Suburban (0-2 du/ac)	R-1AAA	vacant
West (City)	Residential Very Low Suburban (0-2 du/ac)	R-1AAA	Orchid Estates Subdivision

LAND USE & TRAFFIC COMPATIBILITY: The subject property fronts and is accessed by an adjacent property to the north and connects to Jason Dwelley Parkway, a city collector road.. It is similar in nature to the surrounding agricultural and residential areas, and there should be no additional impact on traffic.

COMPREHENSIVE PLAN COMPLIANCE: The proposed R-1AAA zoning is consistent with the City’s Residential Very Low Suburban Future Land Use designation and with the character of the surrounding area and future proposed development. The R-1AAA zoning classification is one of the acceptable zoning categories allowed within the Residential Very Low Suburban Future Land Use category. Development Plans shall not exceed the density allowed in the adopted Future Land Use Designation.

AG DISTRICT REQUIREMENTS:

- Minimum Living Area: 1,800 sq. ft. (Single-family)
- Minimum Site Area: 16,000 sq. ft.
- Minimum Lot Width NA
- Setbacks: Front: 25 ft.
- Rear: 20 ft.
- Side: 10 ft.
- Corner 25 ft.

Based on the above zoning standards, the subject site complies with code requirements for the R-1AAA district.

BUFFERYARD REQUIREMENTS:

1.Developments shall provide a minimum six-foot high brick, stone or decorative block finished wall adjacent to all external roadways, erected inside a minimum ten-foot landscaped bufferyard. Landscape materials shall be placed adjacent to the right-of-way, on the exterior of the buffer wall. The city may allow the developer the option to provide up to 50 percent of the buffer wall length in a six-foot wrought iron fence between solid columns. The columns shall be a minimum of 32 feet off-set and shall have a stone, brick or decorative block finish. Where wrought iron is used, additional landscape materials and irrigation may be required. This will be determined by the city on a case-by-case basis.

2. Areas adjacent to agricultural districts or activities shall provide a minimum five-foot buffer yard and a minimum six-foot high brick, stone or decorative block finished wall unless acceptable alternatives are submitted for approval.

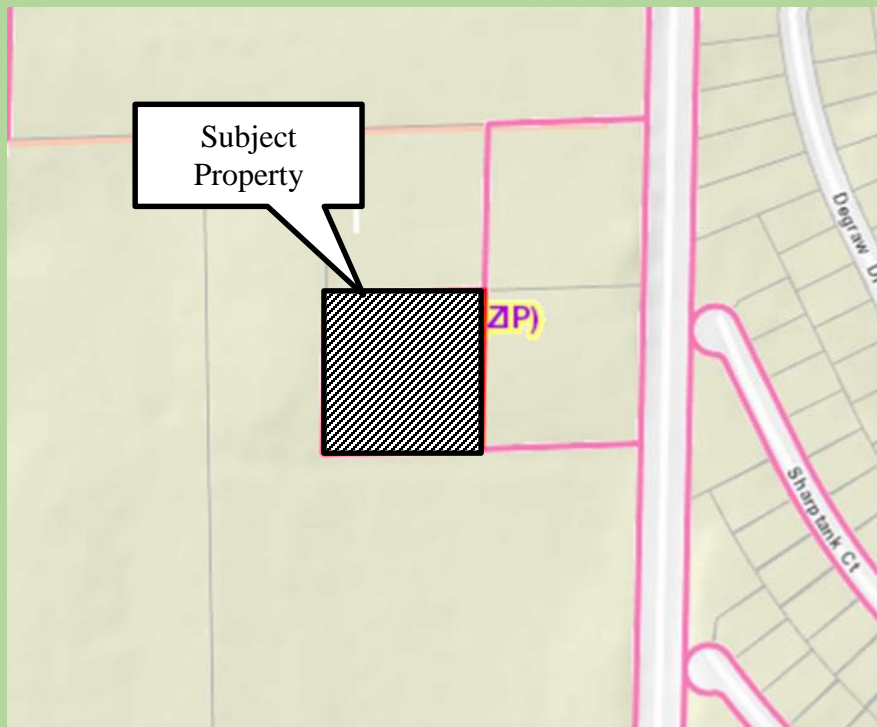
ALLOWABLE USES:

Single-family dwellings and their customary accessory structures and uses in accordance with article VII of this code. Supporting infrastructure and public facilities of less than five acres as defined in this code and in accordance with section 2.02.01.



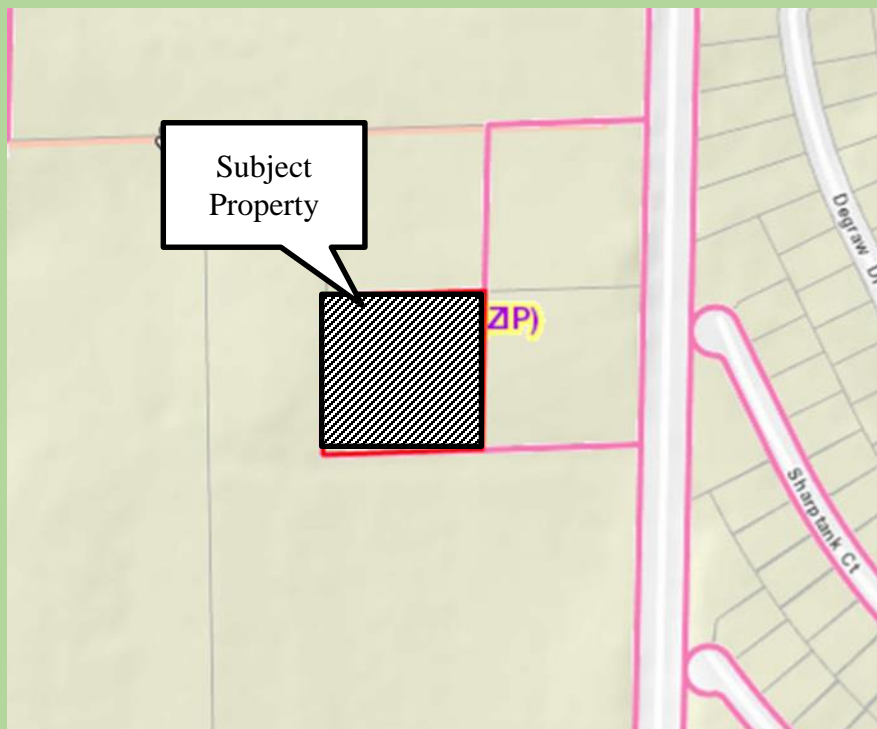
Sanders Bobby/Jessica
2.501 +/- Acres
Proposed Zoning Change:
From: “County” A-1 (ZIP) (Agriculture)
To: “City” R-1AAA (Residential)
Parcel ID #: 18-20-28-0000-00-129

VICINITY MAP





ADJACENT ZONING





ADJACENT USES





**EXISTING
USES**



ORDINANCE NO. 2586

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM “COUNTY” A-1 (AGRICULTURE) TO “CITY” R-1AAA (RESIDENTIAL) FOR CERTAIN REAL PROPERTIES GENERALLY LOCATED WITHIN THE CITY LIMITS OF APOPKA, COMPRISING 2.5 ACRES, MORE OR LESS, AND OWNED BY BOBBY AND JESSICA SANDERS: PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, to manage the growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

WHEREAS, the City of Apopka has requested a change in zoning on said property as identified in Section I of this ordinance; and

WHEREAS, the proposed AG zoning has been found to be consistent with the City of Apopka Comprehensive Plan, and the City of Apopka Land Development Code.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section I. That the zoning classification of the following described property, being situated in the City of Apopka, Florida, is hereby R-1AAA (Residential), as defined in the Apopka Land Development Code.

Legal Description:

COMM 345 FT S OF NE COR OF SE1/4 W 330.75 FT FOR POB CONT W 330.76 FT S 330 FT E 330.88 FT N 330 FT TO POB PART OF TRACT 40 OF UNRECORDED PLAT DEED 921/429 IN SEC 18-20-28

Parcel No. 8-20-28-0000-00-129
Contains: 2.5 +/- Acres

Section II. That the zoning classification is consistent with the Comprehensive Plan of the City of Apopka, Florida.

Section III. That the Community Development Director, or the Director’s designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Apopka, Florida, to include said designation.

Section IV. That if any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section or portion of section or subsection or part of this ordinance.

Section V. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section VI. That this Ordinance shall take effect upon adoption.

READ FIRST TIME: September 6, 2017

READ SECOND TIME
AND ADOPTED: September 20, 2017

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED: July 21, 2017
September 8, 2017

Backup material for agenda item:

9. Ordinance No. 2587 – First Reading – 2017-2 Admin. Rezoning – Case No. 2017-2-3 – Quasi-Judicial
David Moon



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: 2017-2 Administrative Rezoning

MEETING OF: September 6, 2017
 FROM: Community Development
 EXHIBITS: Zoning Report
 Vicinity Map
 Adjacent Zoning
 Adjacent Uses
 Existing Uses

SUBJECT: ORDINANCE NO. 2587 – ADMINISTRATIVE CHANGE OF ZONING – JOLLY PRODUCTS AND SERVICES INC(CASE #2017-2-3)

REQUEST: ORDINANCE NO. 2587 - FIRST READING - ADMINISTRATIVE CHANGE OF ZONING – JOLLY PRODUCTS AND SERVICES INC, FROM “COUNTY” A-1 (ZIP) TO “CITY” AG (AGRICULTURE); AND HOLD OVER FOR SECOND READING & ADOPTION.

SUMMARY:

OWNER: Jolly Products and Services Inc
 APPLICANT: City of Apopka
 LOCATION: East of Round Lake Road, north of West Kelly Park Road
 PARCEL ID #(S): 11-20-27-0000-00-052
 FUTURE LAND USE: Rural Settlement (0 - 2 du/acres)
 ZONING: A-1 (ZIP)
 PROPOSED ZONING: AG (Agriculture)
 EXISTING USE: Round Lake Road Nursery
 PROPOSED DEVELOPMENT: Nursery (existing)
 MAXIMUM ALLOWABLE DEVELOPMENT: EXISTING ZONING: 1 Nonresidential Unit
 PROPOSED ZONING: 1 Nonresidential Unit
 TRACT SIZE: 6.86 +/- Acres

FUNDING SOURCE:

N/A

DISTRIBUTION

Mayor Kilsheimer	Finance Director	Public Services Director
Commissioners	HR Director	Recreation Director
City Administrator	IT Director	City Clerk
Community Development Director	Police Chief	Fire Chief

ADDITIONAL COMMENTS: Policy 3.9 of the Apopka Comprehensive Plan 2030 requires that a “city” zoning classification be assigned to annexed properties. The subject property was annexed into the City of Apopka. Staff is requesting an administrative rezoning for the subject property to comply with the policy set forth in the Comprehensive Plan. The proposed city zoning category is comparable to the densities and intensities and uses allowed under the existing “county” zoning classification, and the proposed zoning change is compatible with the character of the surrounding area.

The subject property is located in an area characterized as single-family and agricultural in nature, with “City” A-1(ZIP) zoning to the east and south of the subject property, and “County” A-1 to the west and north. The existing and proposed use of the subject site for a nonresidential building is a permitted use in the proposed AG zoning district and compatible with the surrounding zoning and uses.

Staff has analyzed the proposed amendment and determined that adequate public facilities exist to support this zoning change (see attached Zoning Report).

COMPREHENSIVE PLAN COMPLIANCE: The proposed zoning classification is consistent with the Future Land Use Designation assigned to the property.

SCHOOL CAPACITY REPORT: The request of the proposed rezoning would result in no residential units, therefore, a school capacity determination is not required for the subject properties.

JOINT PLANNING AREA/OVERLAY: The subject property is located within the “Northern Area” of the Joint Planning Area with Orange County. The subject properties are not located within any other city overall or protection area.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on July 7, 2017.

PROPERTY OWNER NOTIFICATION: The property owner was notified of this administrative rezoning and public hearing dates at least thirty (30) days prior to the adoption public hearing.

PUBLIC HEARING SCHEDULE:
August 8, 2017 – Planning Commission (5:30 pm)
September 6, 2017 – City Council (1:30 pm) – 1st Reading
September 20, 2017 – City Council (7:00 pm) – 2nd Reading

DULY ADVERTISED:
July 21, 2017 – Public Notice and Notification
September 8, 2017 – Ordinance Heading Ad

RECOMMENDATION ACTION:

The **Development Review Committee** finds the change in zoning consistent with the Comprehensive Plan and compatible with the character of the surrounding area, recommending approval of the change in Zoning from “County” A-1 (ZIP) to “City” AG.

The **Planning Commission**, at its meeting on August 8, 2017, found the change in zoning consistent with the Comprehensive Plan and compatible with the character of the surrounding area, and unanimously recommend approval of the change in Zoning from “County” A-1 (ZIP) to “City” AG for the Jolly Products and Services property.

City Council: Accept the First Reading of Ordinance No. 2587 and Hold it Over for Second Reading and Adoption on September 20, 2017.

Note: This item is considered quasi-judicial. The staff report and its findings are to be incorporated and made a part of the minutes of this meeting.

ZONING REPORT

RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (County)	Rural (1 du/10 acres)	A-1	Single-Family home
East (City)	Mixed Use	A-1(ZIP)	vacant
South (City)	Rural Settlement (0 – 1 du/5 acres)	A-1(ZIP)	nursery
West (County)	Rural (1 du/10 acres)	A-1	vacant

LAND USE &

TRAFFIC COMPATIBILITY: The subject property fronts and is accessed by a local roadway (Round Lake Rd). It is similar in nature to the surrounding agricultural and residential areas, and there should be no impact on traffic.

**COMPREHENSIVE
 PLAN COMPLIANCE:**

The proposed AG zoning is consistent with the City’s Rural Settlement Future Land Use designation and with the character of the surrounding area and future proposed development. The AG zoning classification is one of the acceptable zoning categories allowed within the Rural Settlement Future Land Use category. Development Plans shall not exceed the density allowed in the adopted Future Land Use Designation.

**AG DISTRICT
 REQUIREMENTS:**

- Minimum Living Area: 1,200 sq. ft. (Single-family)
- Minimum Site Area: 5 acres
- Minimum Lot Width NA
- Setbacks: Front: 25 ft.
- Rear: 25 ft.
- Side: 25 ft.
- Corner 25 ft.

Based on the above zoning standards, the subject site complies with code requirements for the AG district.

**BUFFERYARD
 REQUIREMENTS:**

Uses including, but not limited to, kennels, livestock barn stables, and other similar uses shall be a minimum of 100 feet from all property lines. Apiaries shall be located 200 feet from any property line. All other yard setbacks shall be a minimum of 25 feet from the property line.

ALLOWABLE USES:

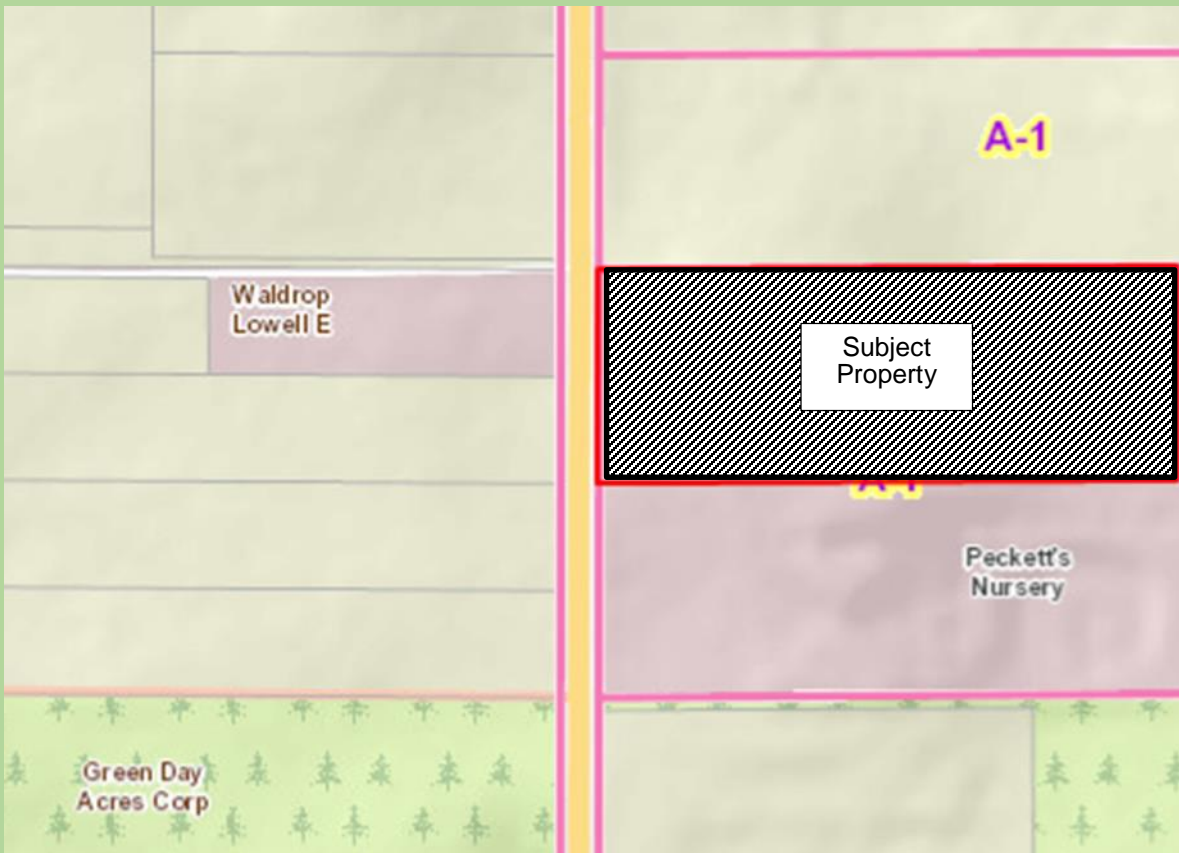
1. Office building and accessory buildings in conjunction with commercial agriculture uses for packing, shipping, and storage purposes.
2. Commercial wholesale foliage plant production nursery.
3. Tenant dwellings, for year-round employees, on the basis of one dwelling unit for each five acres of land, provided such dwellings are accessory to the principal use of land.
4. Livestock barns and stables.

5. Crops and animal production and the buildings and structures necessary to support such production.
6. Kennels.
7. Single-family dwellings, including mobile homes, and their customary accessory structures and uses in accordance with article VII of this Code.
8. Apiaries.



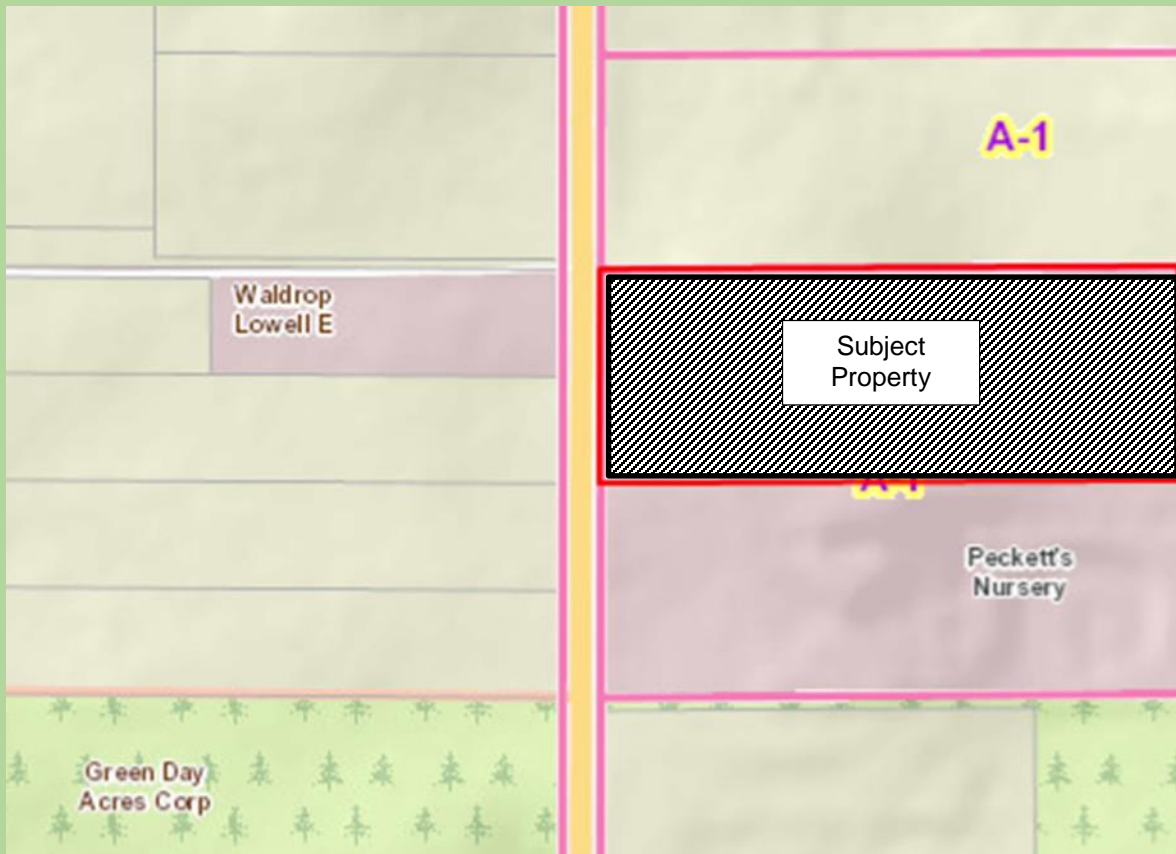
Jolly Products and Services
6.86 +/- Acres
Proposed Zoning Change:
From: “County” A-1 (ZIP) (Agriculture)
To: “City” AG (Agriculture)
Parcel ID #: 11-20-27-0000-00-052

VICINITY MAP



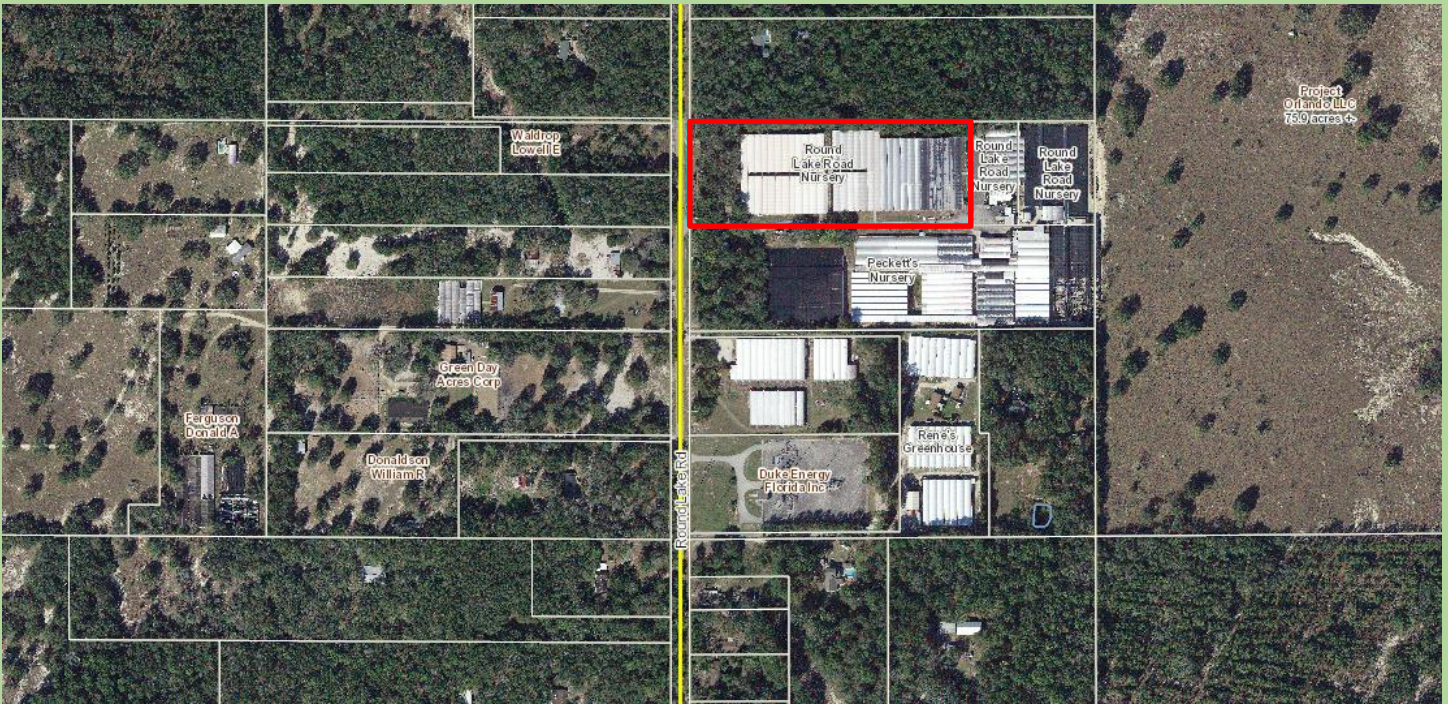


ADJACENT ZONING





ADJACENT USES





EXISTING USES



ORDINANCE NO. 2587

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM “COUNTY” A-1 (AGRICULTURE) TO “CITY” AG (AGRICULTURE) FOR CERTAIN REAL PROPERTIES GENERALLY LOCATED WITHIN THE CITY LIMITS OF APOPKA, COMPRISING 6.86 ACRES, MORE OR LESS, AND OWNED BY JOLLY PRODUCTS AND SERVICES; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, to manage the growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

WHEREAS, the City of Apopka has requested a change in zoning on said property as identified in Section I of this ordinance; and

WHEREAS, the proposed AG zoning has been found to be consistent with the City of Apopka Comprehensive Plan, and the City of Apopka Land Development Code.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section I. That the zoning classification of the following described property, being situated in the City of Apopka, Florida, is hereby AG (Agriculture), as defined in the Apopka Land Development Code.

Legal Description:

N1/2 OF N1/2 OF SW1/4 OF NW1/4 (LESS RD R/W ON W) & (LESS E 398.84 FT THEREOF) OF SEC 11-20-27

Parcel No. 11-20-27-0000-00-052

Contains: 6.86 +/- Acres

Section II. That the zoning classification is consistent with the Comprehensive Plan of the City of Apopka, Florida.

Section III. That the Community Development Director, or the Director’s designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Apopka, Florida, to include said designation.

Section IV. That if any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section or portion of section or subsection or part of this ordinance.

ORDINANCE NO. 2587

PAGE 2

Section V. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section VI. That this Ordinance shall take effect upon adoption.

READ FIRST TIME: September 6, 2017

READ SECOND TIME
AND ADOPTED: September 20, 2017

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED: July 21, 2017
September 8, 2017

Backup material for agenda item:

10. Ordinance No. 2588 – First Reading – 2017-2 Admin. Rezoning – Case No. 2017-2-4 – Quasi-Judicial
David Moon

ADDITIONAL COMMENTS: Policy 3.9 of the Apopka Comprehensive Plan 2030 requires that a “city” zoning classification be assigned to annexed properties. The subject property was annexed into the City of Apopka. Staff is requesting an administrative rezoning for the subject property to comply with the policy set forth in the Comprehensive Plan. The proposed city zoning category is comparable to the densities and intensities and uses allowed under the existing “county” zoning classification, and the proposed zoning change is compatible with the character of the surrounding area.

The subject property is located in an area characterized as single-family and agricultural in nature, with “County” A-2 zoning to the east and north of the subject property, and “City” AG to the south and CN to the west. The existing and proposed use of the subject site for a nonresidential building is a permitted use in the proposed AG zoning district and compatible with the surrounding zoning and uses. This parcel is located in the Wekiva River Protection Area and north of Lester Road, and is limited to a maximum density of one unit per five acres pursuant to the Joint Planning Agreement with Orange County government.

Staff has analyzed the proposed amendment and determined that adequate public facilities exist to support this zoning change (see attached Zoning Report).

COMPREHENSIVE PLAN COMPLIANCE: The proposed zoning classification is consistent with the Future Land Use Designation assigned to the property.

SCHOOL CAPACITY REPORT: The request of the proposed rezoning would result in no residential units, therefore, a school capacity determination is not required for the subject properties.

JOINT PLANNING AREA/OVERLAY: The subject property is located within the “Northern Central Area” of the Joint Planning Area with Orange County and the Wekiva River Protection Area.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on July 7, 2017.

PROPERTY OWNER NOTIFICATION: The property owner was notified of this administrative rezoning and public hearing dates at least thirty (30) days prior to the adoption public hearing.

PUBLIC HEARING SCHEDULE:
August 8, 2017 – Planning Commission (5:30 pm)
September 6, 2017 – City Council (1:30 pm) – 1st Reading
September 20, 2017 – City Council (7:00 pm) – 2nd Reading

DULY ADVERTISED:
July 21, 2017 – Public Notice and Notification
September 8, 2017 – Ordinance Heading Ad

RECOMMENDATION ACTION:

The **Development Review Committee** finds the change in zoning consistent with the Comprehensive Plan and compatible with the character of the surrounding area, recommending approval of the change in Zoning from “County” A-1 (ZIP) to “City” AG.

The Planning Commission, at its meeting on August 8, 2017, found the change in zoning consistent with the Comprehensive Plan and compatible with the character of the surrounding area, and unanimously recommended approval of the change in Zoning from “County” A-1 (ZIP) to “City” AG for the Edgel parcel.

City Council: Accept the First Reading of Ordinance No. 2588 and Hold it Over for Second Reading and Adoption on September 20, 2017.

Note: This item is considered quasi-judicial. The staff report and its findings are to be incorporated and made a part of the minutes of this meeting.

ZONING REPORT

RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (County)	Rural Settlement (0-1 du/5 acres)	A-2	Vacant
East (County)	Rural Settlement (0-1 du/5 acres)	A-2	Single-family home
South (City)	AG (0 – 1 du/ 5 acre)	AG (Agriculture)	Warehouse
West (City)	Commercial	CN (Neighborhood Commercial)	Vacant

LAND USE &

TRAFFIC COMPATIBILITY: The subject property fronts and is accessed by a Minor Arterial roadway (N Rock Springs Rd). It is similar in nature to the surrounding agricultural and residential areas, and there should be no impact on traffic.

**COMPREHENSIVE
 PLAN COMPLIANCE:**

The proposed AG zoning is consistent with the City’s Agriculture Future Land Use designation and with the character of the surrounding area and future proposed development. The AG zoning classification is one of the acceptable zoning categories allowed within the Agriculture Future Land Use category. Development Plans shall not exceed the density allowed in the adopted Future Land Use Designation.

**AG DISTRICT
 REQUIREMENTS:**

- Minimum Living Area: 1,200 sq. ft. (Single-family)
- Minimum Site Area: 5 acres
- Minimum Lot Width NA
- Setbacks: Front: 25 ft.
- Rear: 25 ft.
- Side: 25 ft.
- Corner 25 ft.

Based on the above zoning standards, the subject site complies with code requirements for the AG district.

**BUFFERYARD
 REQUIREMENTS:**

Uses including, but not limited to, kennels, livestock barn stables, and other similar uses shall be a minimum of 100 feet from all property lines. Apiaries shall be located 200 feet from any property line. All other yard setbacks shall be a minimum of 25 feet from the property line.

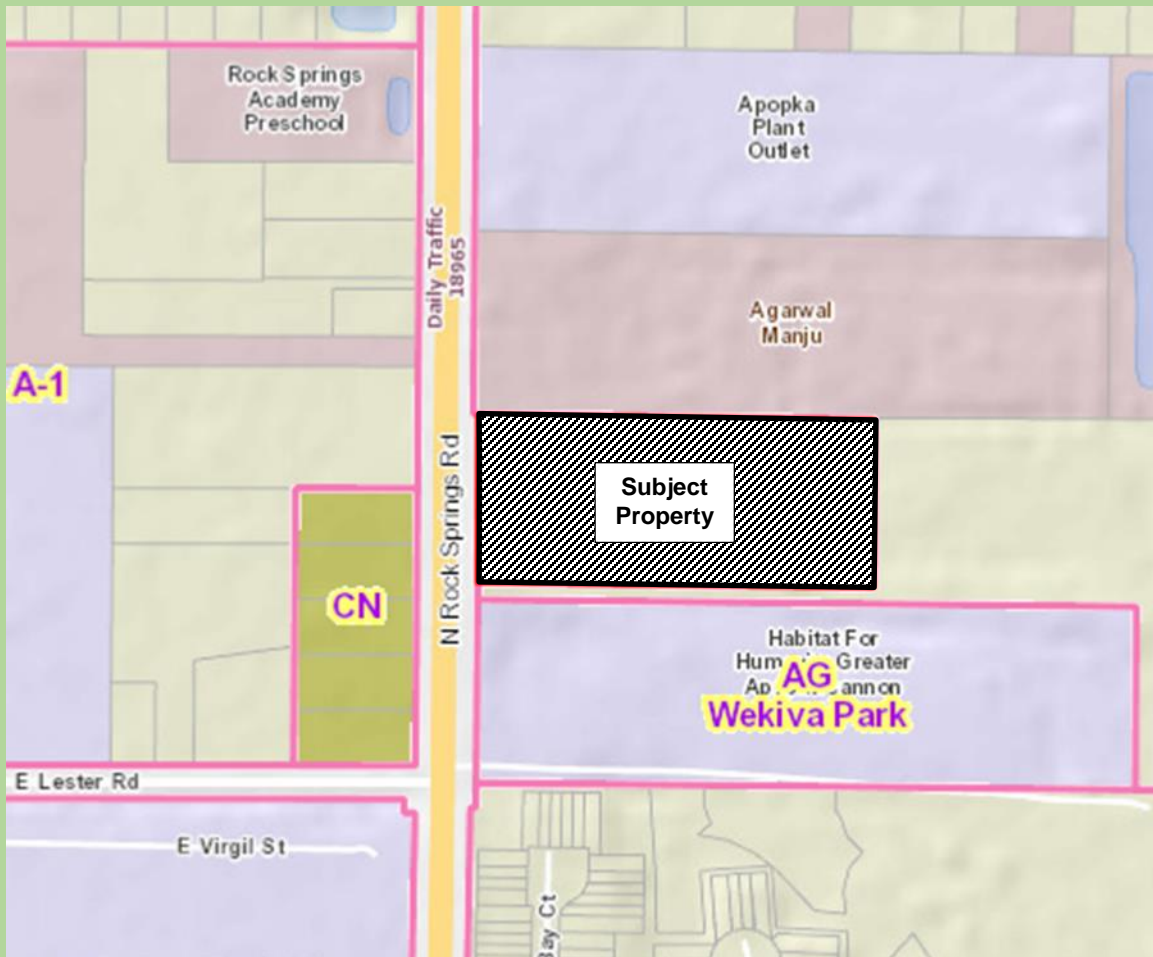
ALLOWABLE USES:

1. Office building and accessory buildings in conjunction with commercial agriculture uses for packing, shipping, and storage purposes.
2. Commercial wholesale foliage plant production nursery.
3. Tenant dwellings, for year-round employees, on the basis of one dwelling unit for each five acres of land, provided such dwellings are accessory to the principal use of land.
4. Livestock barns and stables.
5. Crops and animal production and the buildings and structures necessary to support such production.
6. Kennels.
7. Single-family dwellings, including mobile homes, and their customary accessory structures and uses in accordance with article VII of this Code.
8. Apiaries.



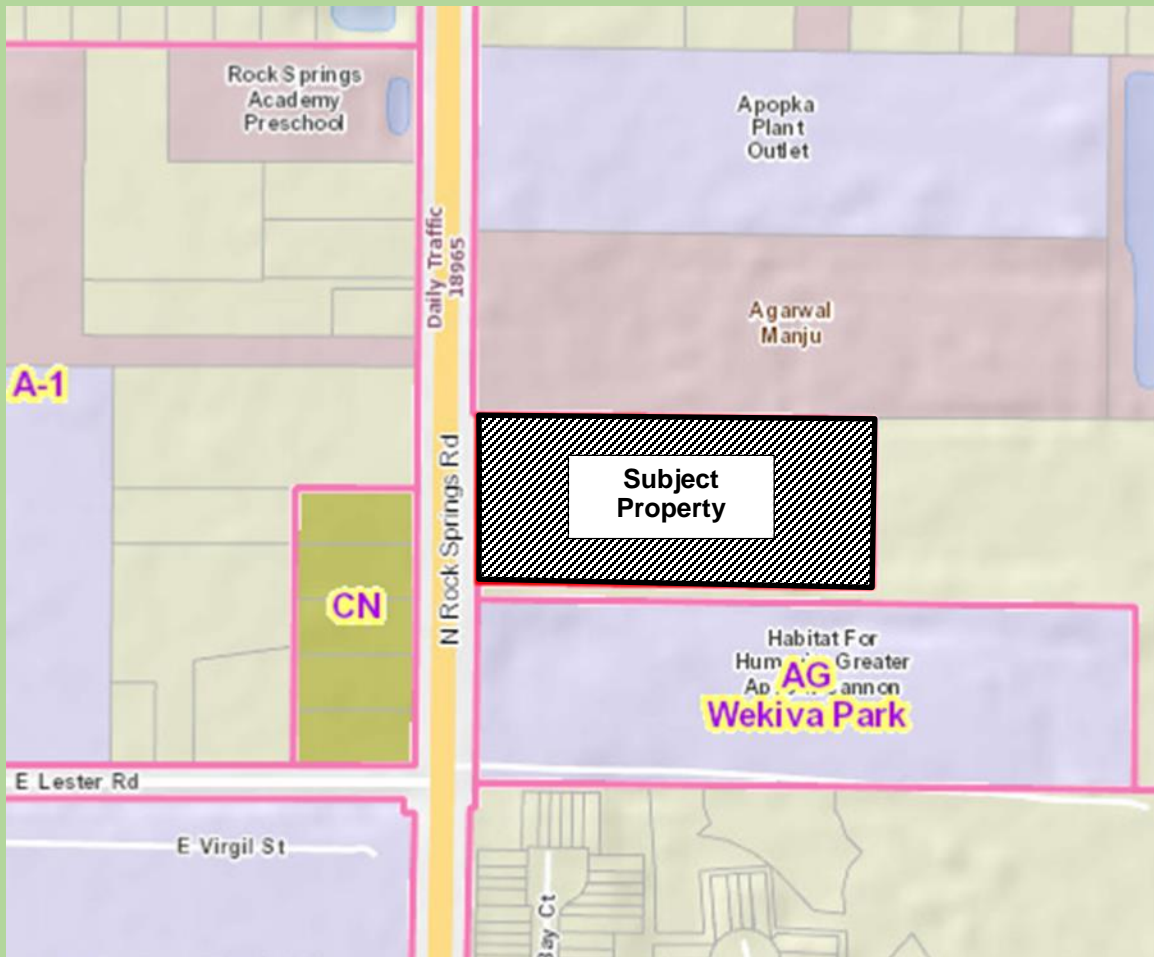
Edgel LLC
4.95 +/- Acres
Proposed Zoning Change:
From: “County” A-1 (ZIP) (Agriculture)
To: “City” AG (Agriculture)
Parcel ID #: 27-20-28-0000-00-061

VICINITY MAP





ADJACENT ZONING



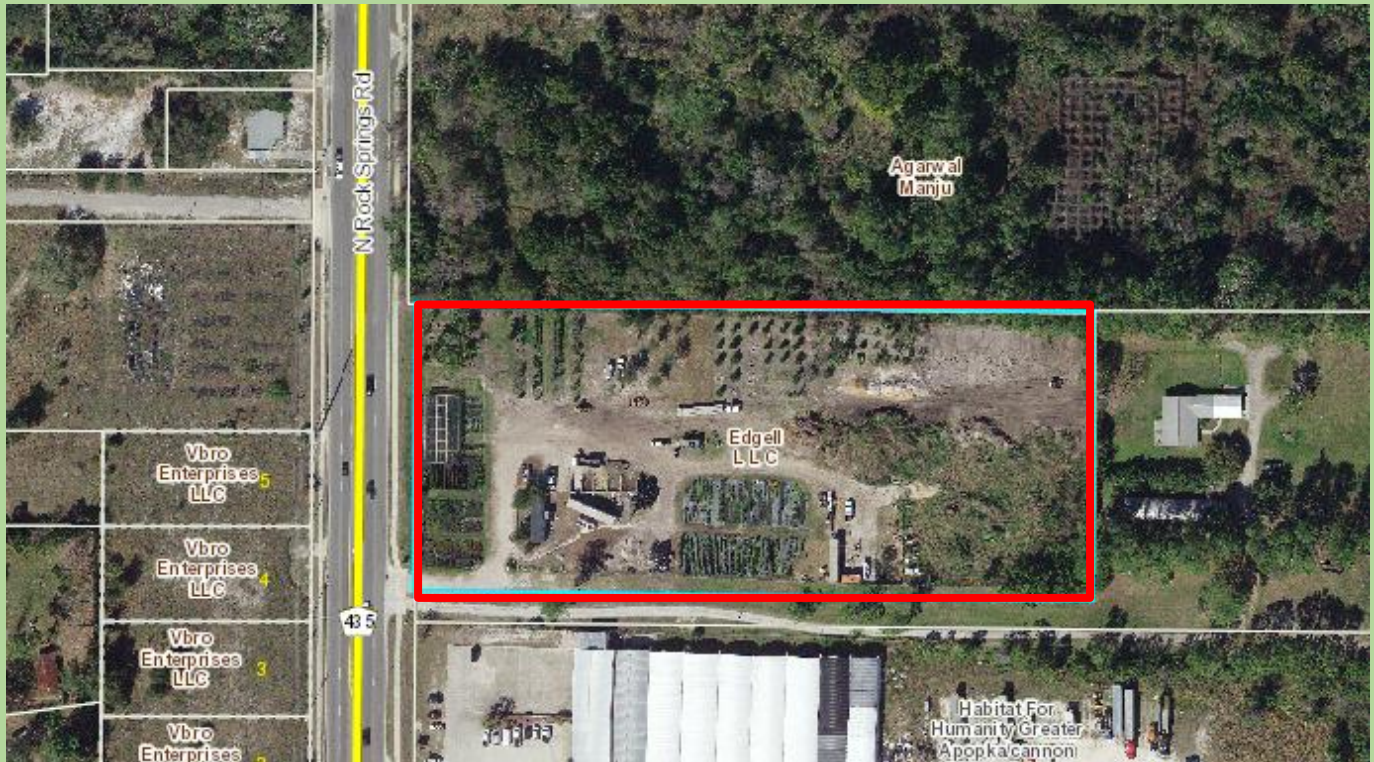


ADJACENT USES





EXISTING USES



ORDINANCE NO. 2588

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM “COUNTY” A-2 (AGRICULTURE) TO “CITY” AG (AGRICULTURE) FOR CERTAIN REAL PROPERTIES GENERALLY LOCATED WITHIN THE CITY LIMITS OF APOPKA, COMPRISING 4.95 ACRES, MORE OR LESS, AND OWNED BY EDGEL LLC; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, to manage the growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

WHEREAS, the City of Apopka has requested a change in zoning on said property as identified in Section I of this ordinance; and

WHEREAS, the proposed AG zoning has been found to be consistent with the City of Apopka Comprehensive Plan, and the City of Apopka Land Development Code.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section I. That the zoning classification of the following described property, being situated in the City of Apopka, Florida, is hereby AG (Agriculture), as defined in the Apopka Land Development Code.

Legal Description:

BEG 60 FT E & 360 FT N OF SW COR OF SEC 27-20-28 TH RUN N 300 FT E TO A PT
553.88 FT W OF NE COR OF S1/2 OF SW1/4 OF SW 1/4 RUN S 306.74 FT W 714 FT TO
POB

Parcel No. 27-20-28-0000-00-061

Contains: 4.95 +/- Acres

Section II. That the zoning classification is consistent with the Comprehensive Plan of the City of Apopka, Florida.

Section III. That the Community Development Director, or the Director’s designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Apopka, Florida, to include said designation.

Section IV. That if any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section or portion of section or subsection or part of this ordinance.

ORDINANCE NO. 2587

PAGE 2

Section V. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section VI. That this Ordinance shall take effect upon adoption.

READ FIRST TIME: September 6, 2017

READ SECOND TIME
AND ADOPTED: September 20, 2017

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED: July 21, 2017
September 8, 2017

Backup material for agenda item:

11. Ordinance No. 2589 – First Reading – 2017-2 Admin. Rezoning – Case No. 2017-2-5 – Quasi-Judicial
David Moon



CITY OF APOPKA CITY COUNCIL

c

- PUBLIC HEARING
- SITE PLAN
- SPECIAL REPORTS
- OTHER: 2017-2 Administrative Rezoning

MEETING OF: September 6, 2017
 FROM: Community Development
 EXHIBITS: Zoning Report
 Vicinity Map
 Adjacent Zoning
 Adjacent Uses
 Existing Uses

SUBJECT: ORDINANCE NO. 2589 – ADMINISTRATIVE CHANGE OF ZONING – DEBORAH HALM (CASE #2017-2-5)

REQUEST: ORDINANCE NO. 2589 - FIRST READING - ADMINISTRATIVE CHANGE OF ZONING – DEBORAH HAHN, FROM “COUNTY” A-1 (ZIP) TO “CITY” RCE-1 (RESIDENTIAL COUNTRY ESTATES- 1); AND HOLD OVER FOR SECOND READING & ADOPTION.

SUMMARY:

OWNER: Deborah Halm

APPLICANT: City of Apopka

LOCATION: West of Mt. Plymouth Road, north of West Kelly Park Road

PARCEL ID #(S): 09-20-28-7608-00-122

FUTURE LAND USE: Rural Settlement (0 - 2 du/acres)

ZONING: A-1 (ZIP)

PROPOSED ZONING: RCE-1 (Residential Country Estates)

EXISTING USE: Single-family home

PROPOSED DEVELOPMENT: Single-family home (existing)

MAXIMUM ALLOWABLE DEVELOPMENT: EXISTING ZONING: 1 residential Unit
 PROPOSED ZONING: 1 residential Unit

TRACT SIZE: 0.91 +/- Acre

FUNDING SOURCE:

N/A

DISTRIBUTION

Mayor Kilsheimer	Finance Director	Public Services Director
Commissioners	HR Director	Recreation Director
City Administrator	IT Director	City Clerk
Community Development Director	Police Chief	Fire Chief

ADDITIONAL COMMENTS: Policy 3.9 of the Apopka Comprehensive Plan 2030 requires that a “City” zoning classification be assigned to annexed properties. The subject property was annexed into the City of Apopka. Staff is requesting an administrative rezoning for the subject property to comply with the policy set forth in the Comprehensive Plan. The proposed city zoning category is comparable to the densities and intensities and uses allowed under the existing “County” zoning classification, and the proposed zoning change is compatible with the character of the surrounding area.

The subject property is located in an area characterized as single-family and agricultural in nature, with “City” AG zoning to the west, north, and south of the subject property, and “County” R-CE to the east. The existing and proposed use of the subject site for a residential building is a permitted use in the proposed RCE-1 zoning district and compatible with the surrounding zoning and uses.

Staff has analyzed the proposed amendment and determined that adequate public facilities exist to support this zoning change (see attached Zoning Report).

COMPREHENSIVE PLAN COMPLIANCE: The proposed zoning classification is consistent with the Future Land Use Designation assigned to the property.

SCHOOL CAPACITY REPORT: The request of the proposed rezoning would result in a number of residential units considered ‘de minimus’ and, therefore, a school capacity determination is not required for the subject properties.

JOINT PLANNING AREA/OVERLAY: The subject property is located within the “Northern Area” of the Joint Planning Area with Orange County. The subject properties are not located within any other city overall or protection area.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on July 7, 2017.

PROPERTY OWNER NOTIFICATION: The property owner was notified of this administrative rezoning and public hearing dates at least thirty (30) days prior to the adoption public hearing.

PUBLIC HEARING SCHEDULE:
August 8, 2017 – Planning Commission (5:30 pm)
September 6, 2017 – City Council (1:30 pm) – 1st Reading
September 20, 2017 – City Council (7:00 pm) – 2nd Reading

DULY ADVERTISED:
July 21, 2017 – Public Notice and Notification
September 8, 2017 – Ordinance Heading Ad

RECOMMENDATION ACTION:

The **Development Review Committee** finds the change in zoning consistent with the Comprehensive Plan and compatible with the character of the surrounding area, recommending approval of the change in Zoning from “County” A-1 (ZIP) to “City” RCE-1.

The **Planning Commission**, at its meeting on August 8, 2017, found the change in zoning consistent with the Comprehensive Plan and compatible with the character of the surrounding area, and unanimously recommended approval of the change in Zoning from “County” A-1 (ZIP) to “City” RCE-1 for the Halm property.

City Council: Accept the First Reading of Ordinance No. 2589 and Hold it Over for Second Reading and Adoption on September 20, 2017.

Note: This item is considered quasi-judicial. The staff report and its findings are to be incorporated and made a part of the minutes of this meeting.

ZONING REPORT

RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City)	Rural Settlement (0-1 du/5 acres)	AG	Single Family Home
East (County)	Low Density Residential (LDR) 4 du/ac	R-CE	Single Family Homes
South (City)	Rural Settlement (0-1 du/5 acres)	AG	Single Family Home
West (City)	Rural Settlement (0-1 du/5 acres)	AG	Single Family Home

LAND USE &

TRAFFIC COMPATIBILITY: The subject property fronts and is accessed by a local roadway (My Plymouth Rd). It is similar in nature to the surrounding agricultural and residential areas, and there should be no impact on traffic.

**COMPREHENSIVE
 PLAN COMPLIANCE:**

The proposed RCE-1 zoning is consistent with the City’s Rural Settlement Future Land Use designation and with the character of the surrounding area and future proposed development. The RCE-1 zoning classification is one of the acceptable zoning categories allowed within the Rural Settlement Future Land Use category. Development Plans shall not exceed the density allowed in the adopted Future Land Use Designation.

**RCE-1 DISTRICT
 REQUIREMENTS:**

- Minimum Living Area: 2,000 sq. ft.
- Minimum Site Area: 1 acre
- Minimum Lot Width NA
- Setbacks: Front: 35 ft.
- Rear: 30 ft.
- Side: 15 ft.
- Corner 35 ft.

Based on the above zoning standards, the subject site is legal non-conforming for the RCE-1 district.

**BUFFERYARD
 REQUIREMENTS:**

1. Developments shall provide a minimum six-foot high brick, stone or decorative block finished wall adjacent to all external roadways, erected inside a minimum ten-foot landscaped bufferyard. Landscape materials shall be placed adjacent to the right-of-way, on the exterior of the buffer wall. The city may allow the developer the option to provide up to 50 percent of the buffer wall length in a six-foot wrought iron fence between solid columns. The columns shall be a minimum of 32 feet off-set and shall have a stone, brick or decorative block finish. Where wrought iron is used, additional landscape materials and irrigation may be required. This will be determined by the city on a case-by-case basis.

2. Areas adjacent to agricultural districts or activities shall provide a minimum five-foot bufferyard and a minimum six-foot high brick, stone or decorative block finished wall unless acceptable alternatives are submitted for approval.

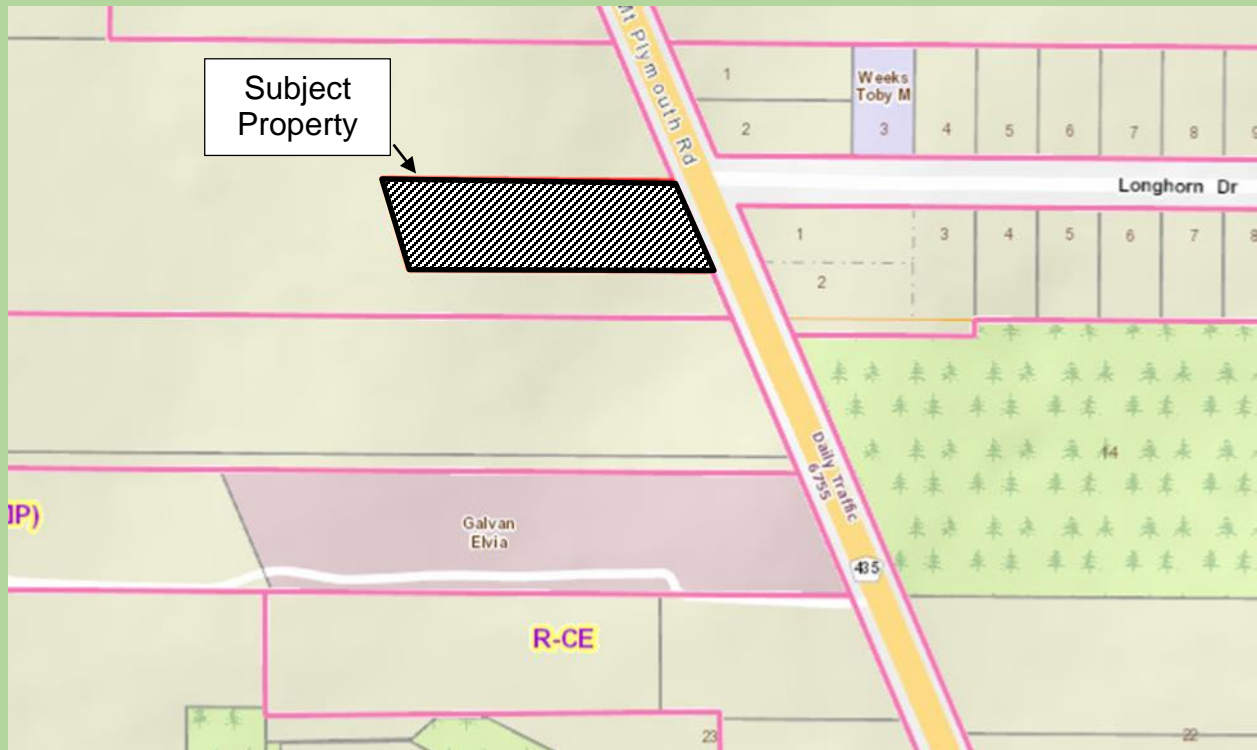
ALLOWABLE USES:

1. Single-family dwellings and their customary accessory structures and uses in accordance with article VII of this code.
2. Guest/granny quarters in accordance with article VII of this code.



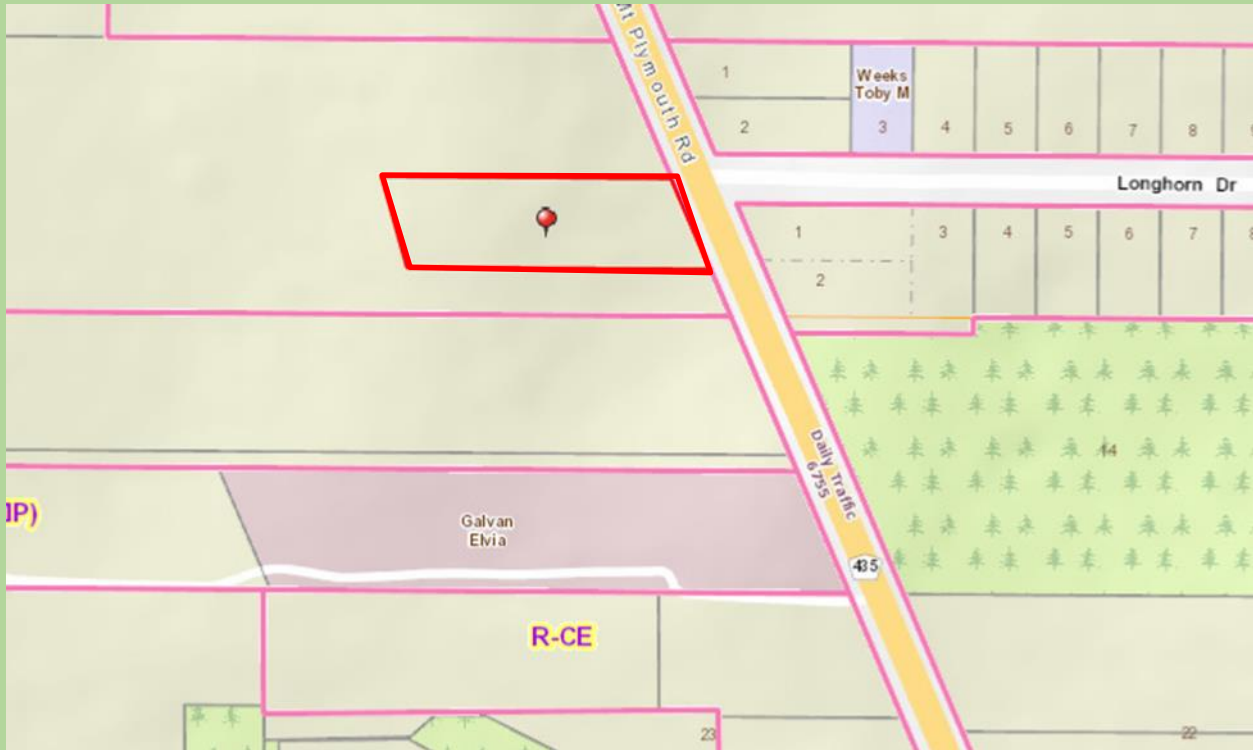
Deborah Halm
0.91 +/- Acre
Proposed Zoning Change:
From: "County" A-1 (ZIP) (Agriculture)
To: "City" RCE-1 (Residential Country Estates)
Parcel ID #: 09-20-28-7608-00-122

VICINITY MAP



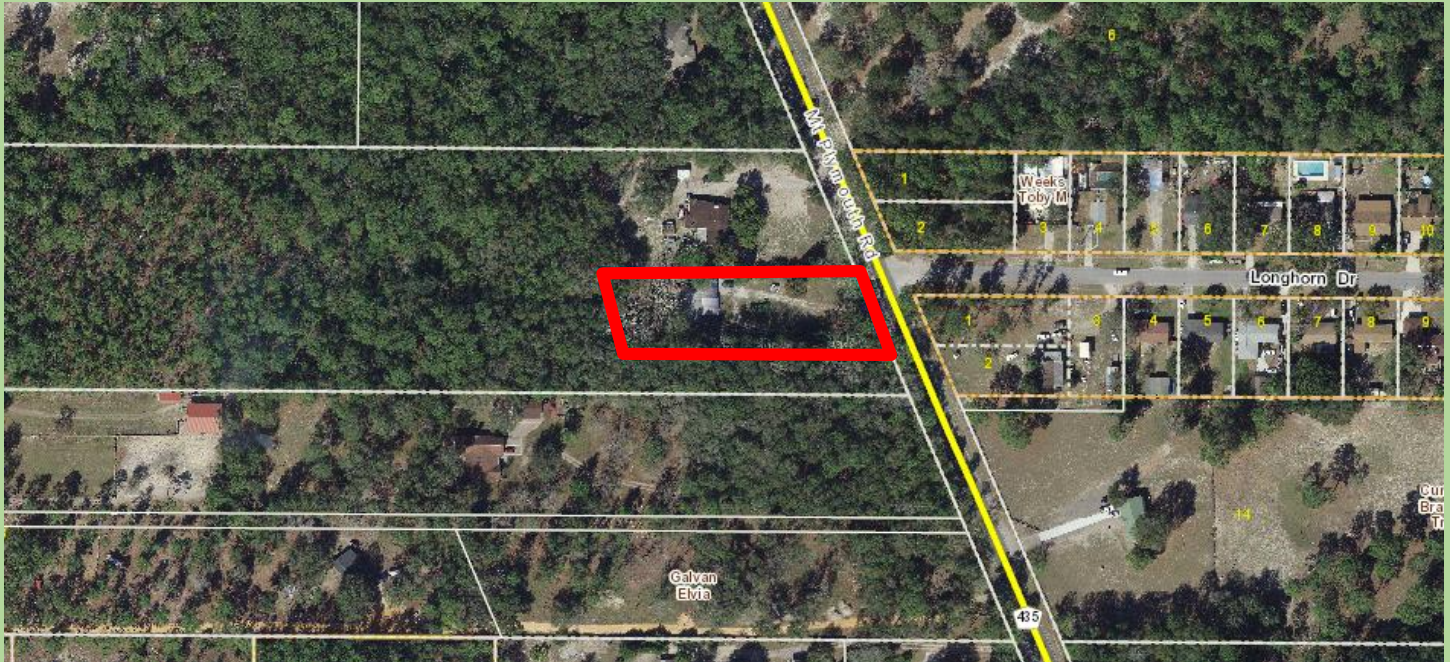


ADJACENT ZONING



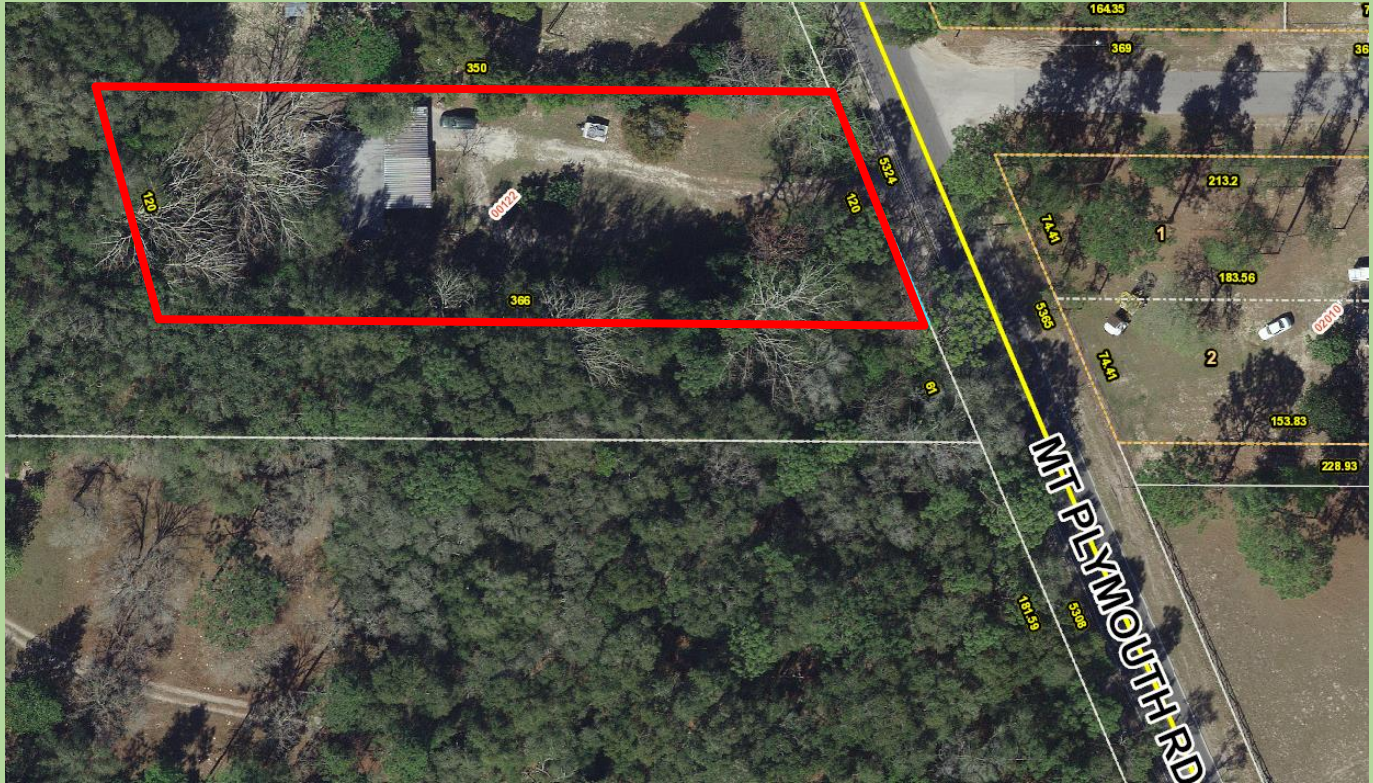


ADJACENT USES





EXISTING USES



ORDINANCE NO. 2589

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM “COUNTY” A-1 (AGRICULTURE) TO “CITY” RESIDENTIAL COUNTY ESTATES - 1 (RCE-1) FOR CERTAIN REAL PROPERTIES GENERALLY LOCATED WITHIN THE CITY LIMITS OF APOPKA, COMPRISING 0.91 ACRES, MORE OR LESS, AND OWNED BY DEBORAH HALM; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, to manage the growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

WHEREAS, the City of Apopka has requested a change in zoning on said property as identified in Section I of this ordinance; and

WHEREAS, the proposed RCE-1 zoning has been found to be consistent with the City of Apopka Comprehensive Plan, and the City of Apopka Land Development Code.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section I. That the zoning classification of the following described property, being situated in the City of Apopka, Florida, is hereby RCE-1 (Residential County Estates 1), as defined in the Apopka Land Development Code.

Legal Description:

ROCK SPRINGS SUB Q/118 BEG 61 FT N OF SE COR LOT 12 RUN WLY 366 FT N 120 FT ELY 350 FT TH S 120 FT TO POB

Parcel No: 09-20-28-7608-00-122

Contains: 0.91 +/- Acres

Section II. That the zoning classification is consistent with the Comprehensive Plan of the City of Apopka, Florida.

Section III. That the Community Development Director, or the Director’s designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Apopka, Florida, to include said designation.

Section IV. That if any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section or portion of section or subsection or part of this ordinance.

ORDINANCE NO. 2589

PAGE 2

Section V. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section VI. That this Ordinance shall take effect upon adoption.

READ FIRST TIME: September 6, 2017

READ SECOND TIME
AND ADOPTED: September 20, 2017

Joseph E. Kilsheimer, Mayor

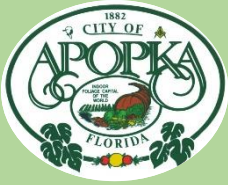
ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED: July 21, 2017
September 8, 2017

Backup material for agenda item:

12. Ordinance No. 2592 – First Reading – Change of Zoning – Gates/Oak Royal Properties – Quasi-Judicial
David Moon



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER:

MEETING OF: September 6, 2017
 FROM: Community Development
 EXHIBITS: Zoning Report
 Vicinity Map
 Adjacent Zoning Map
 Adjacent Uses Map
 Existing Uses
 Small Area Study Maps
 Exhibit "A" – Ocoee SAS
 Character Area Scenario

SUBJECT: ORDINANCE NO. 2592 – CHANGE OF ZONING – JOSEPH & SWANA GATES; AND OAK ROYAL PROPERTIES LLC

REQUEST: ORDINANCE NO. 2592 – FIRST READING - CHANGE OF ZONING – FROM PROFESSIONAL OFFICE\INSTITUTIONAL (PO/I) AND FROM AGRICULTURE (AG) TO MIXED-EC (MIXED -EMPLOYMENT CENTER) AND HOLD OVER FOR SECOND READING AND ADOPTION.

SUMMARY:

OWNERS: Joseph & Swana Gates and Oak Royal Properties LLC
APPLICANT: S&ME (Littlejohn Engineering)
LOCATION: East of Ocoee Apopka Rd., north of Keene Rd.
PARCEL ID NUMBERS: 20-21-28-0000-00-021;-024;-025
EXISTING USE: Container nurseries and single-family residential home
CURRENT ZONING: PO/I (Professional Office/Institutional) & AG (Agriculture)
PROPOSED DEVELOPMENT: Residential and non-residential mixed-use development
PROPOSED ZONING: Mixed-EC (Note: this Future Land Use amendment request is being processed along with a request to change the Future Land Use Designation from Office and Residential Low to Mixed Use).
TRACT SIZE: 22.4 +/- acres
MAXIMUM ALLOWABLE DEVELOPMENT:
 EXISTING: 518 Units
 PROPOSED: 975,744 sq. ft. non-residential and 336 multi-family units

FUNDING SOURCE: N/A

DISTRIBUTION

Mayor Kilsheimer	Finance Director	Public Services Director
Commissioners	HR Director	Recreation Director
City Administrator	IT Director	City Clerk
Community Development Director	Police Chief	Fire Chief

ADDITIONAL COMMENTS: The subject parcels were annexed into the City of Apopka on December 5, 2001 through Ordinance 1421.

The proposed change of zoning is being requested by the owner/applicant. Presently, the subject property has not yet been assigned a “City” zoning category. Applicant is requesting the City to assign a zoning classification of Mixed – EC (Mixed Use – Employment Center) to the property.

A request to assign a change of zoning to Mixed-EC (Mixed Use Employment Center) is compatible to the adjacent zoning classifications and with the general character of abutting properties and surrounding area. The property owner is requesting the Mixed-EC zoning classification to accommodate the use of the property residential and non-residential development permitted within the Mixed-EC zoning district. These uses are consistent with the proposed Mixed Use Future Land Use Designation, proposed zoning district and compatible with the general character of surrounding zoning and uses. The change of zoning application covers approximately 22.4 acres.

In conjunction with state requirements, staff has analyzed the proposed amendment and determined that adequate public facilities exist to support this zoning change (see attached Zoning Report).

COMPREHENSIVE PLAN COMPLIANCE: The proposed use of the property is consistent with the Mixed Use ((0-15 du/ac and/or max 1.0 FAR)) Future Land Use designation and the City’s proposed Mixed-EC (Mixed Use – Employment Center) Zoning classification. Site development cannot exceed the intensity allowed by the Future Land Use policies.

SCHOOL CAPACITY REPORT: An executed capacity enhancement agreement with Orange County Public Schools will be required prior to adoption of the associated large scale future land use amendment.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on April 10, 2017

PUBLIC HEARING SCHEDULE:

July 11, 2017 – Planning Commission (5:30 pm)
September 6, 2017 - City Council (1:30 pm) - 1st Reading
September 20, 2017 – City Council (7:00 pm) - 2nd Reading & Adoption

DULY ADVERTISED:

June 23, 2017 – Public Notice and Notification
August 25, 2017 – Ordinance Heading & ¼ Page w/Map Ad
September 8, 2017 – Ordinance Heading & ¼ Page w/Map Ad

RECOMMENDATION ACTION:

The **Development Review Committee** finds the proposed amendment consistent with the Comprehensive Plan and the Land Development Code recommends adoption of the change in Zoning from PO/I (Professional Office/Institutional) and AG (Agriculture) to Mixed Use – Employment Center, subject to the adoption of the associated large scale future land use amendment, for the properties owned by Joseph & Swana Gates and Oak Royal Properties, LLC.

The **Planning Commission**, at its meeting on January 10, 2017, found the proposed rezoning consistent with the Comprehensive Plan and Land Development Code; and recommended a change of zoning from PO/I (Professional Office/Institutional) and AG (Agriculture) to Mixed Use – Employment Center, subject to the adoption of the associated large scale future land use amendment.

City Council: Accept the First Reading of Ordinance No. 2592 and Hold it Over for Second Reading and Adoption on September 20, 2017.

Note: This item is considered quasi-judicial. The staff report and its findings are to be incorporated in made a part of the minutes of this meeting.

ZONING REPORT

RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City)	Mixed Use	Mixed-EC	Emerson Park community
East (County)	Rural (0-1 du/10 ac)	R-CE-2	Single-family residential
South (City & County)	“City” Office (max 0.3 FAR) & “County” Rural (0-1 du/ac)	“City” OFF & “County” A-1	Vacant & County water reclamation facility
West (City)	Residential High (0-15 du/ac)	A-1 (ZIP)	Single-family home

LAND USE &

TRAFFIC COMPATIBILITY: The subject property fronts and is accessed by a county minor arterial (Ocoee Apopka Road) and a collector roadway (Keene Road). The proposed Mixed-EC (Mixed Use – Employment Center) zoning district is consistent and compatible with the adjacent zoning classifications and uses within the surrounding area. Property to the north (the existing Emerson Park single-family and townhome development) has the same Mixed-EC zoning classification. To the south, “City” zoned property has a PO/I zoning classification, with properties within unincorporated Orange County to the east are predominant single-family and rural uses.

In addition, the proposed land use designation is consistent with the conceptual land use plan, development scenario and recommendations of the Ocoee Apopka Road Small Area Study, which was completed in 2014. The Ocoee Apopka Rd SAS Conceptual Plan listed as Exhibit ‘A’ below shows the subject properties listed within the “New Market” character area, which is described in the final report as:

“The **New Market Zone** represents the area in the vicinity of Emerson Park and the hospital. It is anticipated that this area will contain the highest degree of pedestrian connectivity.” In addition, the report indicates that one scenario for the New Market Area includes the placement of the core (Village Center) of the New Market Character area includes the subject property (as shown in Exhibit ‘B’ below). The finds of the report suggest this scenario may be the most suitable for the Village Center:

“Scenario 1 shows the core area (Village Center) concentrated at the northeast corner of Ocoee-Apopka Road and Keene Road. This site was chosen as an ideal location for the Village Center because it is easily accessible from the existing and proposed residential neighborhoods to the east.

COMPREHENSIVE PLAN COMPLIANCE:

The proposed Mixed-EC zoning is consistent with the City’s Mixed Use (max 0.60 FAR) Future Land Use designation and with the character of the surrounding area and future proposed development. The Mixed-EC zoning classification is one of the acceptable zoning categories allowed within the Mixed Use Future Land Use designation. Development Plans shall not exceed the density allowed in the adopted Future Land Use Designation.

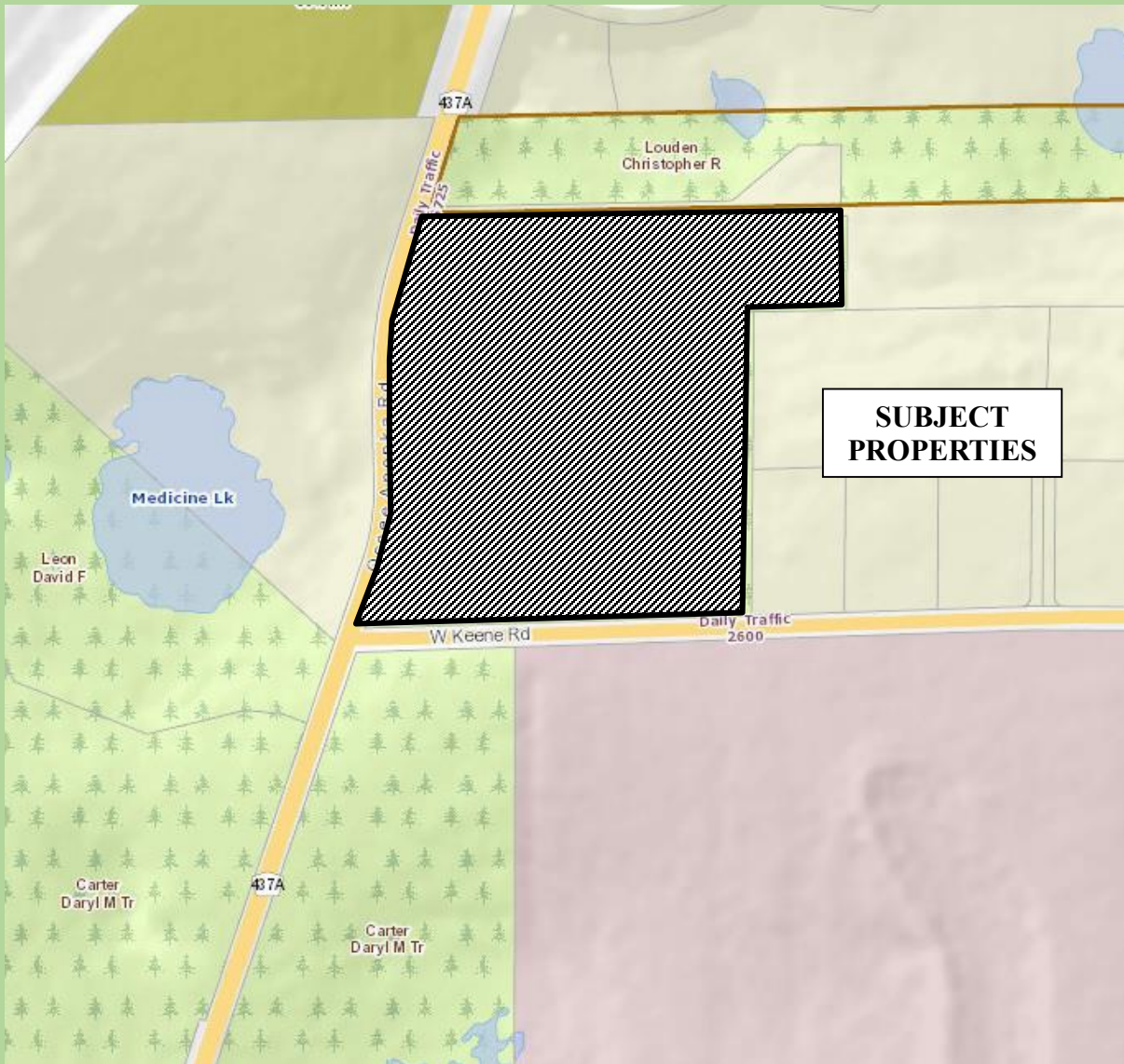
ZONING DISTRICT REQUIREMENTS:

All uses and site development requirements will be subject to Sec. 02.02.02.01 and Sec. 02.02.18 of the Apopka Land Development Code.

Joseph & Swana Gates, Oak Royal Properties, LLC
Property Owner
22.3 +/- Acres
Proposed Large Scale Future Land Use Amendment:
From: Office (max. 0.3 FAR) & Residential Low (0-5 du/ac)
To: Mixed Use
Parcel ID #s: 20-21-28-0000-00-021; -024; -025

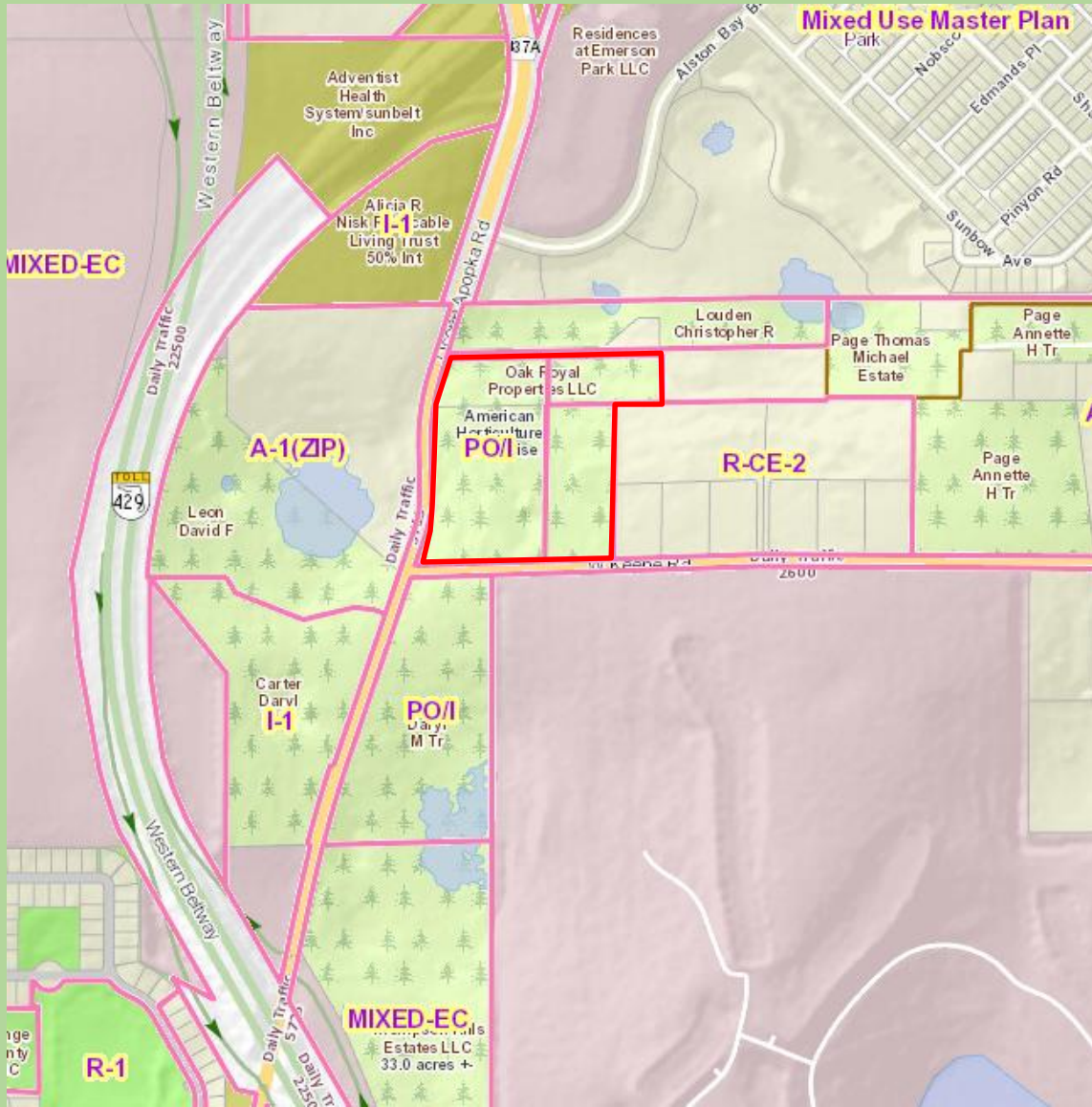


VICINITY MAP



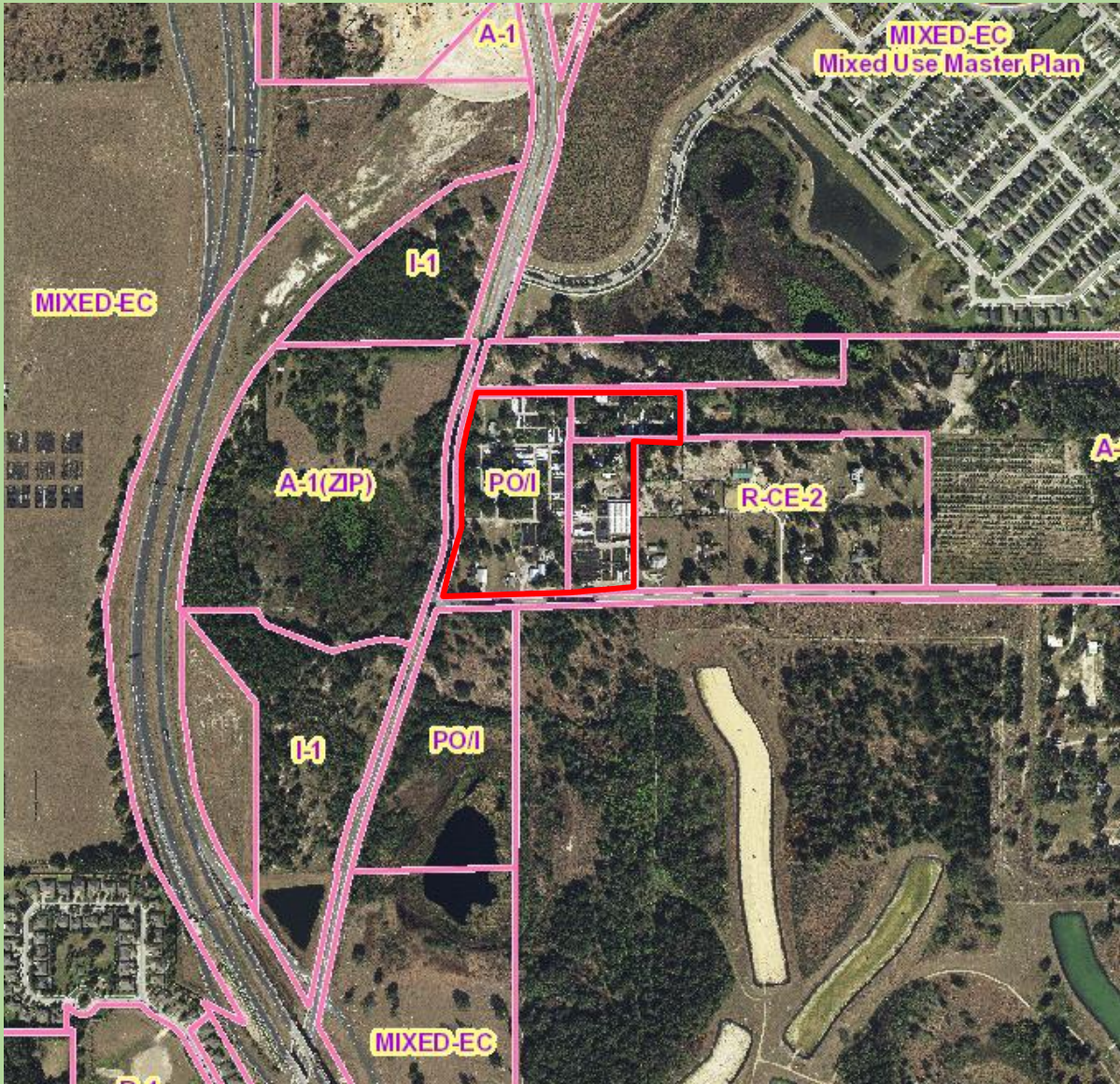


ADJACENT ZONING





ADJACENT USES



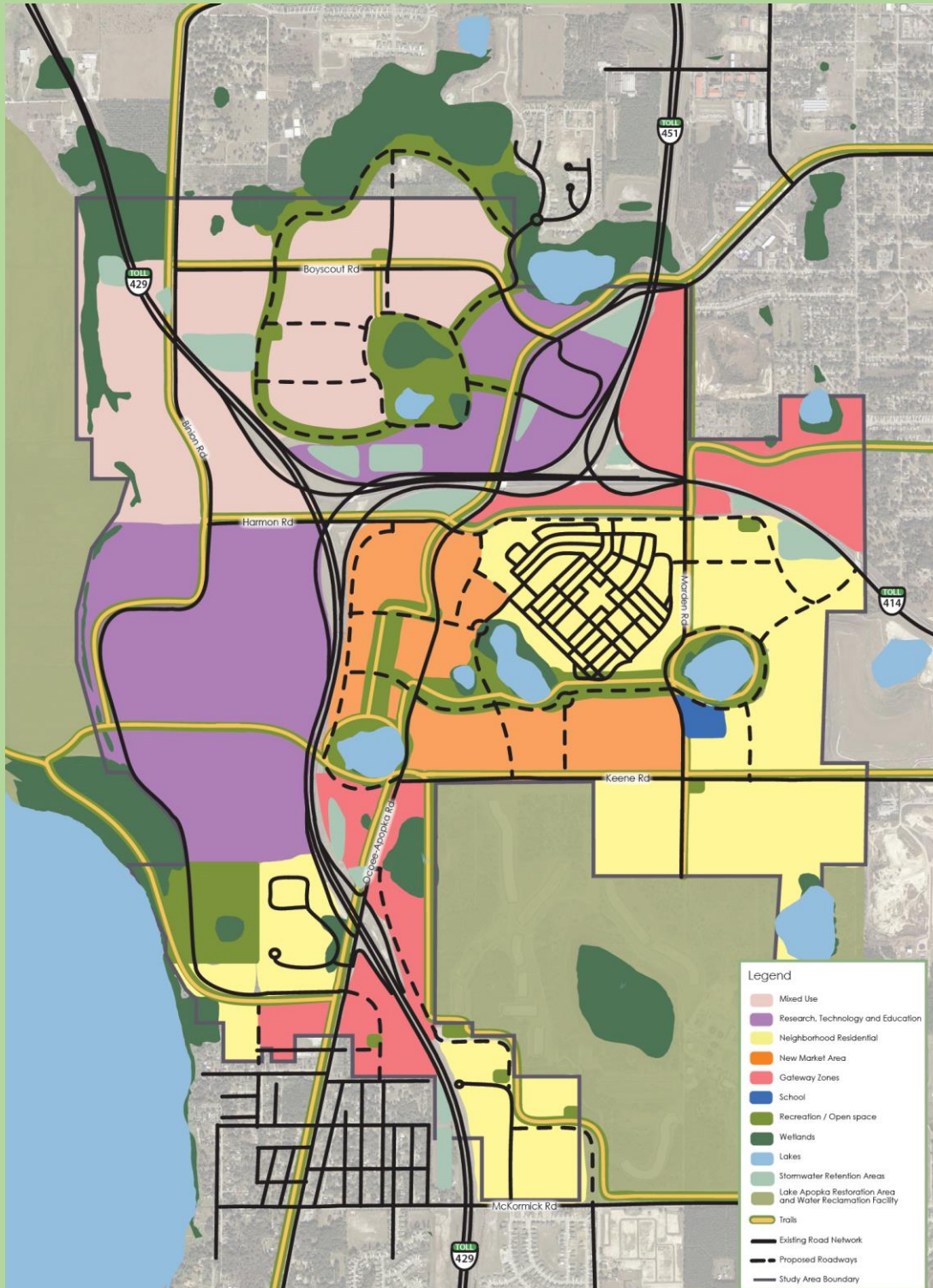


EXISTING USES



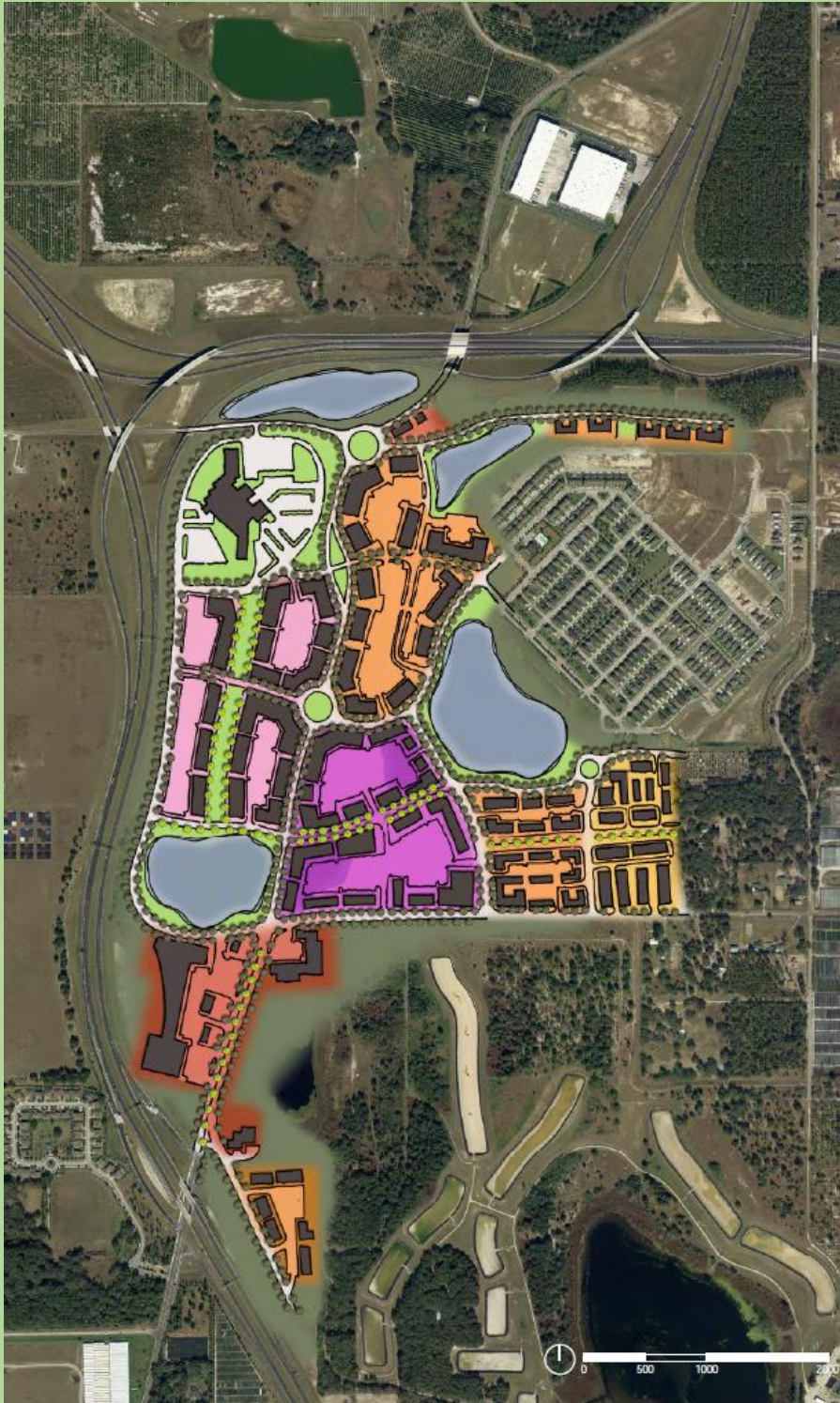


OCOEE APOPKA ROAD SMALL AREA STUDY CONCEPTUAL LAND USE MAP #1





OCOEE APOPKA ROAD SMALL AREA STUDY CONCEPTUAL LAND USE MAP #1



COMMERCIAL



MULTI FAMILY



TOWNHOUSE



OFFICE



TOWN CENTER





OCOEE APOPKA ROAD SMALL AREA STUDY SCENARIO MAP #2



ORDINANCE NO. 2592

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA CHANGING THE ZONING FROM PROFESSIONAL OFFICE\INSTITUTIONAL (PO/I) AND FROM AGRICULTURE (AG) TO MIXED-EC (MIXED -EMPLOYMENT CENTER) FOR CERTAIN REAL PROPERTY GENERALLY LOCATED EAST OF OCOEE APOPKA ROAD AND NORTH OF KEENE ROAD, COMPRISING 22.4 ACRES, MORE OR LESS AND OWNED BY JOSEPH AND SWANA GATES & OAK ROYAL PROPERTIES, LLC; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, to manage the growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

WHEREAS, the Joseph & Swana Gates and Oak Royal Properties LLC has requested a change in zoning on said property as identified in Section I of this ordinance; and

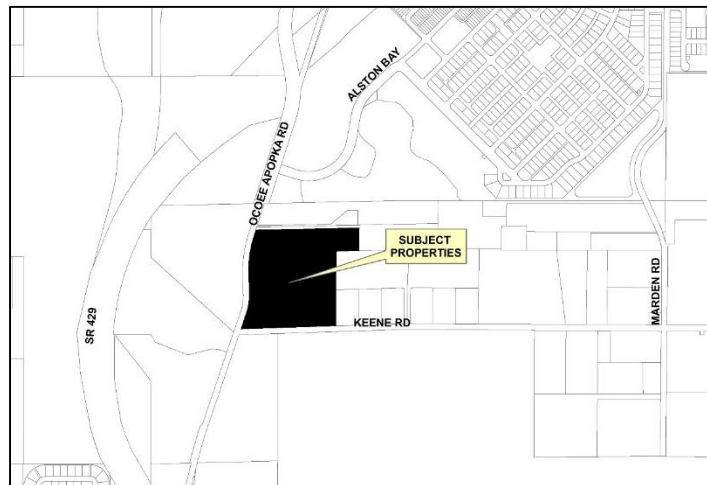
WHEREAS, the proposed Mixed-EC zoning has been found to be consistent with the City of Apopka Comprehensive Plan, and the City of Apopka Land Development Code.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section I. That the zoning classification of the following described property, being situated in the City of Apopka, Florida, is hereby PO/I, as defined in the Apopka Land Development Code.

Legal Description:

BEG 786.7 FT N & 479.15 FT W OF S1/4 COR OF SEC RUN W 1106.75 FT TO ST RD R/W NLY ALONG R/W TO A PT 246.47 FT S OF N LINE OF S1/2 OF SW1/4 RUN E 1046.71 FT S 237.23 FT TO POB IN SEC 20-21-28; and BEG 713.24 FT W OF E LINE OF SE1/4 OF SW1/4 ON NLY R/W OF KEENE RD RUN N 770 FT W 339.2 FT S 770 FT E 339.2 FT TO POB IN SEC 20-21-28; and BEG 1052.44 FT W & 30 FT N OF SE COR OF SW1/4 RUN N 770 FT W 536.8 FT TO ELY R/W OF ST RD 437 SWLY ALONG SAID R/W 797 FT E 630.8 FT TO POB IN SEC 20-21-28



Parcel ID No: 20-21-28-0000-00-021; 20-21-28-0000-00-024; 20-21-28-0000-00-025
Contains: 22.4 +/- Acre

ORDINANCE NO. 2592

PAGE 2

Section II. That the zoning classification is consistent with the Comprehensive Plan of the City of Apopka, Florida.

Section III. That the Community Development Director, or the Director’s designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Apopka, Florida, to include said designation.

Section IV. That if any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section or portion of section or subsection or part of this ordinance.

Section V. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section VI. That this Ordinance shall take effect upon adoption.

READ FIRST TIME: September 6, 2017

READ SECOND TIME
AND ADOPTED: September 20, 2017

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED: August 25, 2017
September 8, 2017

Backup material for agenda item:

13. Ordinance No. 2593 – First Reading – Annexation – 423, 425 & 431 Station St. – Legislative

David Moon



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER: Ordinance

MEETING OF: September 6, 2017
FROM: Community Development
EXHIBITS: Exhibit "A" – Summary
Ordinance No. 2593
Vicinity Map

SUBJECT: 2017 ANNEXATION – CYCLE NO. 3

REQUEST: FIRST READING OF ORDINANCE NO. 2593 – LOOMIS FUNERAL HOME, INC.; AND HOLD OVER FOR SECOND READING & ADOPTION.

SUMMARY:

OWNER: Loomis Funeral Home, Inc.
LOCATION: 423, 425 & 431 Station Street
LAND USE: Refer to Exhibit "A"
EXISTING USE: Refer to Exhibit "A"
TRACT SIZE: 0.76 +/- acre

ADDITIONAL COMMENTS: The proposed annexation shall be on the basis of the existing County Future Land Use and Zoning Designations. The assignment of a City Future Land Use and Zoning designation will occur at a later date, and through action by the City Council.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 15 days prior to the first reading of any annexation ordinance. The City provided notification to the County on July 18, 2017.

DULY ADVERTISED:

August 25, 2017
September 8, 2017
September 29, 2017

PUBLIC HEARING SCHEDULE:

September 6, 2017 (1:30 pm) - City Council 1st Reading
September 20, 2017 (7:00 pm) - City Council 2nd Reading and Adoption

FUNDING SOURCE: N/A

DISTRIBUTION

Mayor Kilsheimer
Commissioners
City Administrator
Community Development Director

Finance Director
HR Director
IT Director
Police Chief

Public Services Director
Recreation Director
City Clerk
Fire Chief

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval of the annexation for properties owned by Loomis Funeral Home, Inc.

Accept the First Reading of Ordinance No. 2593, and Hold it Over for Second Reading and Adoption on September 20, 2017.

EXHIBIT "A"
CITY OF AOPKA
2017 ANNEXATION CYCLE # 3

TOTAL ACRES: 27.79

ORD. NO.	ITEM NO.	OWNER'S NAME	LOCATION	PARCEL NUMBER	ACRES +/-	EXISTING USE	FUTURE LAND USE (COUNTY)
2593	1	Loomis Funeral Homes	423, 425 & 431 West Station Street	09-21-28-7544-02-450 09-21-28-7544-02-471 09-21-28-7544-02-490	0.41	Vacant	COMMERCIAL MAX 3.0 FAR
2594	2	Curtis & Karen Pumphrey	251 West Lester Road	28-20-28-0000-00-084	5.21	Warehouse	LOW DENSITY RESIDENTIAL 4DU/ACRE
2595	3	A.D. Raulerson A.D. Raulerson, Jr.	213 West Lester Road 2122 Rock Springs Road	28-20-28-0000-00-040 28-20-28-0000-00-077	20.29	Vacant Nursery	LOW DENSITY RESIDENTIAL 4DU/ACRE
2596	4	Michael Tyszko	3001 West Kelly Park Road	12-20-27-0000-00-027	0.56	Single-Family Residence	RURAL 1 DU/10 AC
2597	5	Michael J. McKernan Carolann McKernan	3013 West Kelly Park Road	12-20-27-0000-00-056	0.69	Single-Family Residence	RURAL 1 DU/10 AC
2598	6	Gracie J. Gillis Glenda M. Griffen Trudy R. Maer Rodney N. Gillis	5012 Plymouth Sorrento Road	12-20-27-0000-00-054	0.63	Manufactured Home	RURAL 1 DU/10 AC

ORDINANCE NO. 2593

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY LOOMIS FUNERAL HOME, INC. LOCATED AT 425 & 431 STATION STREET; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Loomis Funeral Home, Inc., owner thereof, has petitioned the City Council of the City of Apopka, Florida, to annex the properties located at 423, 425 and 431 Station Street; and

WHEREAS, Florida Statute 171.044 of the General Laws of Florida provide that a municipal corporation may annex property into its corporate limits upon voluntary petition of the owners, by passing and adopting a non-emergency ordinance to annex said property; and

WHEREAS, the City Council of the City of Apopka, Florida is desirous of annexing and redefining the boundaries of the municipality to include the subject property pursuant to Florida Statute 171.044.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Apopka, Florida, as follows:

SECTION I: That the following described properties, being situated in Orange County, Florida, totaling **0.41 +/- acre**, and graphically depicted by the attached Exhibit "A", is hereby annexed into the City of Apopka, Florida, pursuant to the voluntary annexation provisions of Chapter 171.044, Florida Statutes, and other applicable laws:

Legal Descriptions:

ROBINSON & SAMUELS ADD TO APOPKA J/80 LOTS 49 & 50 BLK B (LESS S 15 FT FOR R/W) (Parcel 09-21-28-7544-02-490; 423 W. Station Street) containing 0.14 +/- acres; AND

ROBINSON & SAMUELS ADD TO APOPKA J/80 LOTS 47 & 48 (LESS N 10 FT & LESS S 15 FT FOR R/W) BLK B (Parcel 09-21-28-7544-02-471, 425 W. Station Street) Containing 0.13 +/- acres; AND

ROBINSON & SAMUELS ADD TO APOPKA J/80 LOTS 45 & 46 BLK B (LESS S 15 FT FOR R/W) (Parcel 09-21-28-7544-02-450, 431 W. Station Street) Containing 0.14 +/- acres.

SECTION II: That the corporate territorial limits of the City of Apopka, Florida, are hereby redefined to include said land herein described and annexed.

ORDINANCE NO. 2593
PAGE 2

SECTION III: That the City Council will designate the land use classification and zoning category of these annexed lands in accordance with applicable City ordinances and State laws.

SECTION IV: That the land herein described and future inhabitants of the land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances and regulations of the City.

SECTION V: That if any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section or subsection or part of this ordinance.

SECTION VI: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION VII: That this ordinance shall take effect upon passage and adoption, thereafter the City Clerk is hereby directed to file this ordinance with the Clerk of the Circuit Court in and for Orange County, Florida; the Orange County Property Appraiser; and the Department of State of the State of Florida.

READ FIRST TIME: September 6, 2017

READ SECOND TIME
AND ADOPTED: September 20, 2017

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED FOR PUBLIC HEARING: August 25, 2017, September 8, 2017

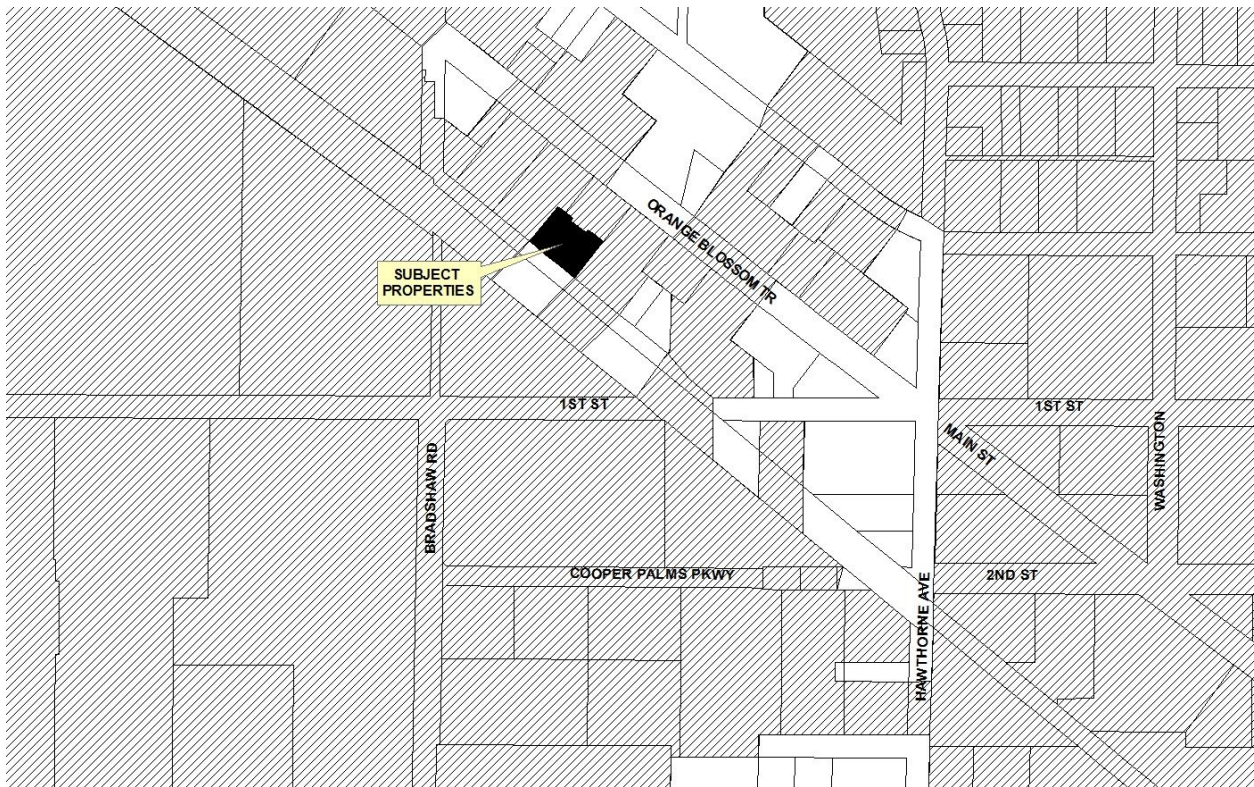


ANNEXATION
Loomis Funeral Home, Inc.
423, 425 & 431 Station Street

Exhibit "A"

Parcel ID: 09-21-28-7544-02-450
09-21-28-7544-02-471
09-21-28-7544-02-490

Total Acres: 0.41 +/-



VICINITY MAP

Backup material for agenda item:

14. Ordinance No. 2594 – First Reading – Annexation – 251 W Lester Road – Legislative
David Moon



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: Ordinance

MEETING OF: September 6, 2017
 FROM: Community Development
 EXHIBITS: Exhibit "A" – Summary
 Ordinance No. 2594
 Vicinity Map

SUBJECT: 2017 ANNEXATION – CYCLE NO. 3

REQUEST: FIRST READING OF ORDINANCE NO. 2594 – CURTIS AND KAREN PUMPHREY, INC.; AND HOLD OVER FOR SECOND READING & ADOPTION.

SUMMARY:

OWNER: Curtis and Karen Pumphrey

LOCATION: 251 Lester Road

LAND USE: Refer to Exhibit "A"

EXISTING USE: Refer to Exhibit "A"

TRACT SIZE: 5.21 +/- acre

ADDITIONAL COMMENTS: The proposed annexation shall be on the basis of the existing County Future Land Use and Zoning Designations. The assignment of a City Future Land Use and Zoning designation will occur at a later date, and through action by the City Council.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 15 days prior to the first reading of any annexation ordinance. The City provided notification to the County on July 18, 2017 and August 15, 2017.

DULY ADVERTISED:

August 25, 2017
 September 8, 2017
 September 29, 2017

PUBLIC HEARING SCHEDULE:

September 6, 2017 (1:30 pm) - City Council 1st Reading
 September 20, 2017 (7:00 pm) - City Council 2nd Reading and Adoption

FUNDING SOURCE: N/A

DISTRIBUTION

Mayor Kilsheimer
 Commissioners
 City Administrator
 Community Development Director

Finance Director
 HR Director
 IT Director
 Police Chief

Public Services Director
 Recreation Director
 City Clerk
 Fire Chief

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval of the annexation for properties owned by Curtis and Karen Pumphrey.

Accept the First Reading of Ordinance No. 2594, and Hold it Over for Second Reading and Adoption on September 20, 2017.

EXHIBIT "A"
CITY OF AOPKA
2017 ANNEXATION CYCLE # 3

TOTAL ACRES: 27.79

ORD. NO.	ITEM NO.	OWNER'S NAME	LOCATION	PARCEL NUMBER	ACRES +/-	EXISTING USE	FUTURE LAND USE (COUNTY)
2593	1	Loomis Funeral Homes	423, 425 & 431 West Station Street	09-21-28-7544-02-450 09-21-28-7544-02-471 09-21-28-7544-02-490	0.41	Vacant	COMMERCIAL MAX 3.0 FAR
2594	2	Curtis & Karen Pumphrey	251 West Lester Road	28-20-28-0000-00-084	5.21	Warehouse	LOW DENSITY RESIDENTIAL 4DU/ACRE
2595	3	A.D. Raulerson A.D. Raulerson, Jr.	213 West Lester Road 2122 Rock Springs Road	28-20-28-0000-00-040 28-20-28-0000-00-077	20.29	Vacant Nursery	LOW DENSITY RESIDENTIAL 4DU/ACRE
2596	4	Michael Tyszko	3001 West Kelly Park Road	12-20-27-0000-00-027	0.56	Single-Family Residence	RURAL 1 DU/10 AC
2597	5	Michael J. McKernan Carolann McKernan	3013 West Kelly Park Road	12-20-27-0000-00-056	0.69	Single-Family Residence	RURAL 1 DU/10 AC
2598	6	Gracie J. Gillis Glenda M. Griffen Trudy R. Maer Rodney N. Gillis	5012 Plymouth Sorrento Road	12-20-27-0000-00-054	0.63	Manufactured Home	RURAL 1 DU/10 AC

ORDINANCE NO. 2594

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY CURTIS AND KAREN PUMPHREY LOCATED AT 251 WEST LESTER ROAD; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Curtis and Karen Pumphrey, owner thereof, has petitioned the City Council of the City of Apopka, Florida, to annex the properties located at 251 West Lester Road; and

WHEREAS, Florida Statute 171.044 of the General Laws of Florida provide that a municipal corporation may annex property into its corporate limits upon voluntary petition of the owners, by passing and adopting a non-emergency ordinance to annex said property; and

WHEREAS, the City Council of the City of Apopka, Florida is desirous of annexing and redefining the boundaries of the municipality to include the subject property pursuant to Florida Statute 171.044.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Apopka, Florida, as follows:

SECTION I: That the following described properties, being situated in Orange County, Florida, totaling **5.21 +/- acre**, and graphically depicted by the attached Exhibit "A", is hereby annexed into the City of Apopka, Florida, pursuant to the voluntary annexation provisions of Chapter 171.044, Florida Statutes, and other applicable laws:

Legal Descriptions:

BEG SE CORNER OF E1/2 OF SW1/4 OF SE1/4, RUN S87-59-49W 15 FT, TH N01-46-12W 586.62 FT, TH S87-59-49W 98.51 FT M/L, TH N01-46-12W 238 FT, TH N87-59-49E 35.35 FT, TH N01-49-26W 159.83 FT, TH N88-03-21W 595.03 FT M/L TO WEST LINE OF THE EAST 1/2 OF THE SW 1/4 OF THE SE 1/4, TH N01-46-37W 345 FT M/L TO NORTH LINE OF E 1/2 OF OF SW 1/4 OF SE 1/4, TH E 609.75 FT M/L TO NW COR OF LANDS DESC IN 2748/1802, TH S01-49-26E 519.81 FT TO NORTH LINE OF WELL LOT DESC IN 3141/1427, TH S87-59-49W 34.88 FT TO NW COR OF WELL LOT, TH S01-46-12E 208 FT TO SW COR OF WELL LOT, TH N87-59-49E 98.51 FT M/L TO EAST LINE OF THE E 1/2 OF THE SW 1/4 OF THE SE 1/4, TH S01-46-12E 601.62 FT TO POB (LESS S 30 FT FOR RD) OF SEC 28-20-28 SEE 3513/96

Containing 5.21 +/- acres

SECTION II: That the corporate territorial limits of the City of Apopka, Florida, are hereby redefined to include said land herein described and annexed.

ORDINANCE NO. 2594
PAGE 2

SECTION III: That the City Council will designate the land use classification and zoning category of these annexed lands in accordance with applicable City ordinances and State laws.

SECTION IV: That the land herein described and future inhabitants of the land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances and regulations of the City.

SECTION V: That if any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section or subsection or part of this ordinance.

SECTION VI: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION VII: That this ordinance shall take effect upon passage and adoption, thereafter the City Clerk is hereby directed to file this ordinance with the Clerk of the Circuit Court in and for Orange County, Florida; the Orange County Property Appraiser; and the Department of State of the State of Florida.

READ FIRST TIME: September 6, 2017

READ SECOND TIME
AND ADOPTED: September 20, 2017

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

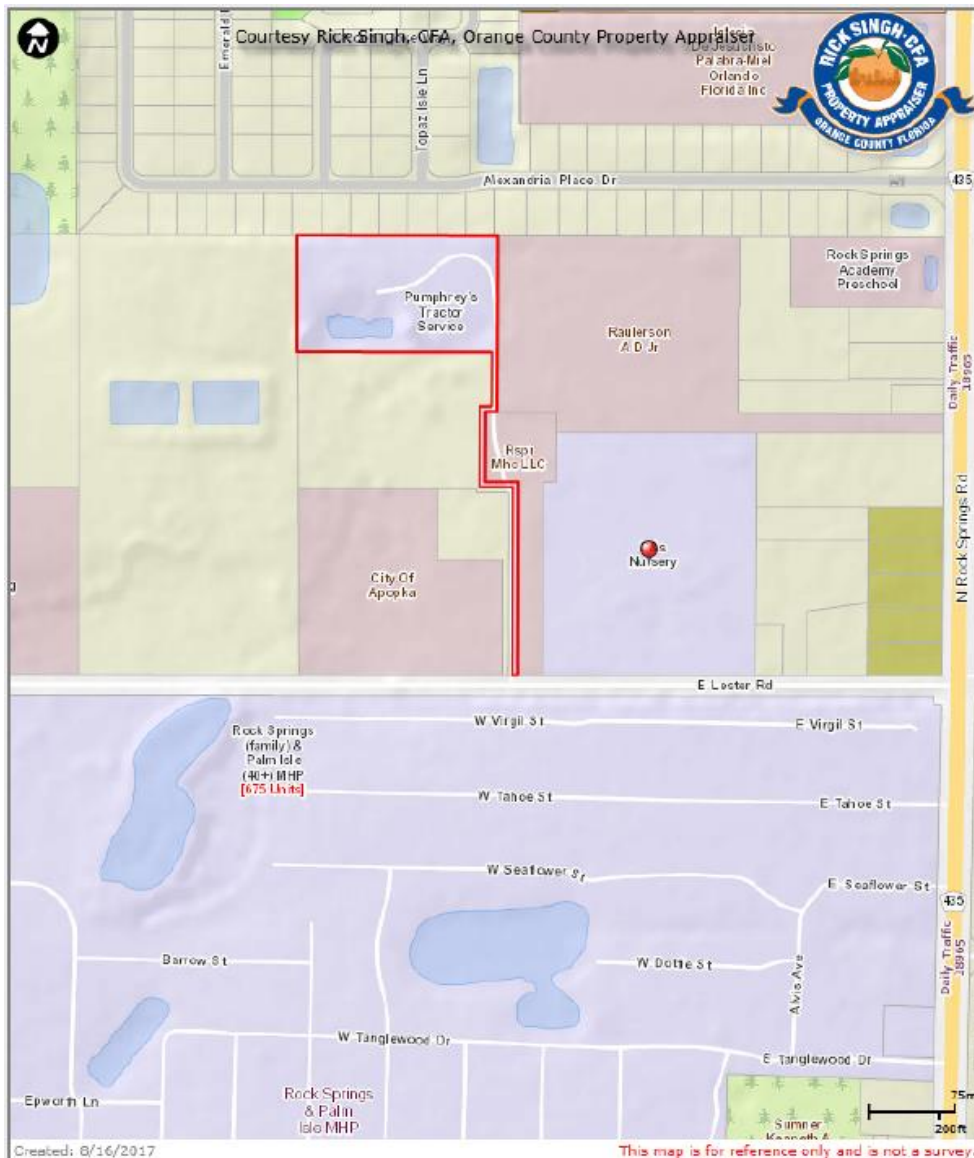
DULY ADVERTISED FOR PUBLIC HEARING: August 25, 2017, September 8, 2017

ANNEXATION
Curtis and Karen Pumphrey
251 West Lester Road



Exhibit "A"
Ord. # 2594
Parcel ID: 28-20-28-0000-00-084

Total Acres: 5.21 +/-



Backup material for agenda item:

15. Ordinance No. 2595 – First Reading – Annexation – 213 W. Lester Road & 2122 Rock Springs Road – Legislative David Moon



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: Ordinance

MEETING OF: September 6, 2017
 FROM: Community Development
 EXHIBITS: Exhibit "A" – Summary
 Ordinance No. 2595
 Vicinity Map

SUBJECT: 2017 ANNEXATION – CYCLE NO. 3

REQUEST: FIRST READING OF ORDINANCE NO. 2595 – A.D. RAULERSON AND A.D. RAULERSON, JR. AND HOLD OVER FOR SECOND READING & ADOPTION.

SUMMARY:

OWNER: A.D. Raulerson and A.D. Raulerson, Jr.
 LOCATION: 213 Lester Road and 2122 Rock Springs Road
 LAND USE: Refer to Exhibit "A"
 EXISTING USE: Refer to Exhibit "A"
 TRACT SIZE: 20.29 +/- acres

ADDITIONAL COMMENTS: The proposed annexation shall be on the basis of the existing County Future Land Use and Zoning Designations. The assignment of a City Future Land Use and Zoning designation will occur at a later date, and through action by the City Council.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 15 days prior to the first reading of any annexation ordinance. The City provided notification to the County on July 18, 2017 and August 15, 2018.

DULY ADVERTISED:

August 25, 2017
September 8, 2017
September 29, 2017

PUBLIC HEARING SCHEDULE:

September 6, 2017 (1:30 pm) - City Council 1st Reading
September 20, 2017 (7:00 pm) - City Council 2nd Reading and Adoption

FUNDING SOURCE: N/A

DISTRIBUTION

Mayor Kilsheimer
Commissioners
City Administrator
Community Development Director

Finance Director
HR Director
IT Director
Police Chief

Public Services Director
Recreation Director
City Clerk
Fire Chief

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval of the annexation for properties owned by A.D. Raulerson and A.D. Raulerson, Jr.

Accept the First Reading of Ordinance No. 2595, and Hold it Over for Second Reading and Adoption on September 20, 2017.

EXHIBIT "A"
CITY OF AOPKA
2017 ANNEXATION CYCLE # 3

TOTAL ACRES: 27.79

ORD. NO.	ITEM NO.	OWNER'S NAME	LOCATION	PARCEL NUMBER	ACRES +/-	EXISTING USE	FUTURE LAND USE (COUNTY)
2593	1	Loomis Funeral Homes	423, 425 & 431 West Station Street	09-21-28-7544-02-450 09-21-28-7544-02-471 09-21-28-7544-02-490	0.41	Vacant	COMMERCIAL MAX 3.0 FAR
2594	2	Curtis & Karen Pumphrey	251 West Lester Road	28-20-28-0000-00-084	5.21	Warehouse	LOW DENSITY RESIDENTIAL 4DU/ACRE
2595	3	A.D. Raulerson A.D. Raulerson, Jr.	213 West Lester Road 2122 Rock Springs Road	28-20-28-0000-00-040 28-20-28-0000-00-077	20.29	Vacant Nursery	LOW DENSITY RESIDENTIAL 4DU/ACRE
2596	4	Michael Tyszko	3001 West Kelly Park Road	12-20-27-0000-00-027	0.56	Single-Family Residence	RURAL 1 DU/10 AC
2597	5	Michael J. McKernan Carolann McKernan	3013 West Kelly Park Road	12-20-27-0000-00-056	0.69	Single-Family Residence	RURAL 1 DU/10 AC
2598	6	Gracie J. Gillis Glenda M. Griffen Trudy R. Maer Rodney N. Gillis	5012 Plymouth Sorrento Road	12-20-27-0000-00-054	0.63	Manufactured Home	RURAL 1 DU/10 AC

ORDINANCE NO. 2595

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY A.D. RAULERSON AND A.D. RAULERSON, JR. LOCATED AT 213 WEST LESTER ROAD AND 2122 ROCK SPRINGS ROAD; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, A.D. Raulerson and A.D. Raulerson, Jr., owners thereof, has petitioned the City Council of the City of Apopka, Florida, to annex the properties located at 213 West Lester Road and 2122 Rock Springs Road; and

WHEREAS, Florida Statute 171.044 of the General Laws of Florida provide that a municipal corporation may annex property into its corporate limits upon voluntary petition of the owners, by passing and adopting a non-emergency ordinance to annex said property; and

WHEREAS, the City Council of the City of Apopka, Florida is desirous of annexing and redefining the boundaries of the municipality to include the subject property pursuant to Florida Statute 171.044.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Apopka, Florida, as follows:

SECTION I: That the following described properties, being situated in Orange County, Florida, totaling **20.29 +/- acres**, and graphically depicted by the attached Exhibit "A", is hereby annexed into the City of Apopka, Florida, pursuant to the voluntary annexation provisions of Chapter 171.044, Florida Statutes, and other applicable laws:

Legal Descriptions:

COMM AT SE COR OF SEC, TH RUN S87-59-49W 600 FT TO POB; TH CONT S87-59-49W 630.44 FT, TH N01-41-41W 601.62 FT TO SOUTH LINE OF WELL LOT, TH N87-59-49E 38.5 FT TO SE COR OF WELL LOT, TH N01-41-41W 148.40 FT, TH N87-59-45E 593.99 FT, TH S01-45-16E 750 FT TO POB (LESS S 30 FT FOR RD R/W) IN SEC 28-20-28

Containing 10.3 +/- acres; AND

COMM AT SE COR OF SEC, TH RUN N01-45-16W 750 FT, TH S87-59-45W 50 FT TO POB; TH CONT S87-59-45WW 1143.99 FT TO EAST LINE OF WELL LOT, TH N02-00-11W 59.60 FT, TH S87-59-49W 173.12 FT, TH N01-49-26WW 519.15 FT TO NORTH LINE OF S 1/2 OF SE 1/4, TH N88-02-24E 714.27 FT TO NE COR OF W 1/2 OF SE 1/4 OF SE 1/4, TH S01-49-16E 524 FT, TH N88-02-24E 603.10 FT TO EAST R/W LINE, TH S01-45-16E 54.04 FT TO POB (LESS THAT PART PREVIOUSLY SOLD PER DB 829/86) IN SEC 28-20-28

Containing 9.99 +/- acres

ORDINANCE NO. 2595
PAGE 2

SECTION II: That the corporate territorial limits of the City of Apopka, Florida, are hereby redefined to include said land herein described and annexed.

SECTION III: That the City Council will designate the land use classification and zoning category of these annexed lands in accordance with applicable City ordinances and State laws.

SECTION IV: That the land herein described and future inhabitants of the land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances and regulations of the City.

SECTION V: That if any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section or subsection or part of this ordinance.

SECTION VI: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION VII: That this ordinance shall take effect upon passage and adoption, thereafter the City Clerk is hereby directed to file this ordinance with the Clerk of the Circuit Court in and for Orange County, Florida; the Orange County Property Appraiser; and the Department of State of the State of Florida.

READ FIRST TIME: September 6, 2017

READ SECOND TIME
AND ADOPTED: September 20, 2017

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED FOR PUBLIC HEARING: August 25, 2017; September 9, 2017



ANNEXATION

**A.D. Raulerson and A.D. Raulerson, Jr.
213 West Lester Road & 2122 Rock Springs Road**

Exhibit "A"

Ord. No. 2595

**Parcel ID: 28-20-28-0000-00-040
28-20-28-0000-00-077**

Total Acres: 20.29 +/-



Backup material for agenda item:

16. Ordinance No. 2596 – First Reading – Annexation – 3001 W. Kelly Park Road – Legislative
David Moon



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER: Ordinance

MEETING OF: September 6, 2017
FROM: Community Development
EXHIBITS: Exhibit "A" – Summary
Ordinance No. 2596
Vicinity Map

SUBJECT: 2017 ANNEXATION – CYCLE NO. 3

REQUEST: FIRST READING OF ORDINANCE NO. 2596 – MICHAEL TYSZKO -- AND HOLD OVER FOR SECOND READING & ADOPTION.

SUMMARY:

OWNER: Michael Tyszko
LOCATION: 3001 W Kelly Park Rd
LAND USE: Refer to Exhibit "A".
EXISTING USE: Refer to Exhibit "A"
TRACT SIZE: 0.56 +/- acres

ADDITIONAL COMMENTS: The proposed annexation shall be on the basis of the existing County Future Land Use and Zoning Designations. The assignment of a City Future Land Use and Zoning designation will occur at a later date, and through action by the City Council.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 15 days prior to the first reading of any annexation ordinance. The City provided notification to the County on July 18, 2017 AND August 15, 2017.

DULY ADVERTISED:

August 25, 2017
September 8, 2017
September 29, 2017

PUBLIC HEARING SCHEDULE:

September 6, 2017 (1:30 pm) - City Council 1st Reading
September 20, 2017 (7:00 pm) - City Council 2nd Reading and Adoption

FUNDING SOURCE: N/A

DISTRIBUTION

Mayor Kilsheimer
Commissioners
City Administrator
Community Development Director

Finance Director
HR Director
IT Director
Police Chief

Public Services Director
Recreation Director
City Clerk
Fire Chief

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval of the annexation for properties owned by Michael Tyszko.

Accept the First Reading of Ordinance No. 2596, and Hold it Over for Second Reading and Adoption on September 20, 2017.

EXHIBIT "A"
CITY OF AOPKA
2017 ANNEXATION CYCLE # 3

TOTAL ACRES: 27.79

ORD. NO.	ITEM NO.	OWNER'S NAME	LOCATION	PARCEL NUMBER	ACRES +/-	EXISTING USE	FUTURE LAND USE (COUNTY)
2593	1	Loomis Funeral Homes	423, 425 & 431 West Station Street	09-21-28-7544-02-450 09-21-28-7544-02-471 09-21-28-7544-02-490	0.41	Vacant	COMMERCIAL MAX 3.0 FAR
2594	2	Curtis & Karen Pumphrey	251 West Lester Road	28-20-28-0000-00-084	5.21	Warehouse	LOW DENSITY RESIDENTIAL 4DU/ACRE
2595	3	A.D. Raulerson A.D. Raulerson, Jr.	213 West Lester Road 2122 Rock Springs Road	28-20-28-0000-00-040 28-20-28-0000-00-077	20.29	Vacant Nursery	LOW DENSITY RESIDENTIAL 4DU/ACRE
2596	4	Michael Tyszko	3001 West Kelly Park Road	12-20-27-0000-00-027	0.56	Single-Family Residence	RURAL 1 DU/10 AC
2597	5	Michael J. McKernan Carolann McKernan	3013 West Kelly Park Road	12-20-27-0000-00-056	0.69	Single-Family Residence	RURAL 1 DU/10 AC
2598	6	Gracie J. Gillis Glenda M. Griffen Trudy R. Maer Rodney N. Gillis	5012 Plymouth Sorrento Road	12-20-27-0000-00-054	0.63	Manufactured Home	RURAL 1 DU/10 AC

ORDINANCE NO. 2596

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY MICHAEL TYSZKO, LOCATED AT 3001 WEST KELLY PARK ROAD; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Michael Tyszko., owner thereof, has petitioned the City Council of the City of Apopka, Florida, to annex the properties located at 3001 West Kelly Park Road; and

WHEREAS, Florida Statute 171.044 of the General Laws of Florida provide that a municipal corporation may annex property into its corporate limits upon voluntary petition of the owners, by passing and adopting a non-emergency ordinance to annex said property; and

WHEREAS, the City Council of the City of Apopka, Florida is desirous of annexing and redefining the boundaries of the municipality to include the subject property pursuant to Florida Statute 171.044.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Apopka, Florida, as follows:

SECTION I: That the following described properties, being situated in Orange County, Florida, totaling **0.56 +/- acres**, and graphically depicted by the attached Exhibit "A", is hereby annexed into the City of Apopka, Florida, pursuant to the voluntary annexation provisions of Chapter 171.044, Florida Statutes, and other applicable laws:

Legal Description:

SE1/4 OF SE1/4 OF SE1/4 OF SE1/4 OF SEC 12-20-27 (LESS N 100 FT & LESS W 150 FT) & (LESS RD R/W PER DB 398/188) & (LESS COMM AT SE COR OF SE1/4 RUN N00-09-57E 231.24 FT TO INTERSECTION WITH S LINE OF N 100 FT OF SE1/4 OF SE1/4 OF SE1/4 OF SE1/4 TH S88-26-25W TO W R/W LINE OF PLYMOUTH SORRENTO RD ALSO BEING POB TH S00-05-41W 157.14 FT TO PT ON CURV CONCV NWLY HAVING A RAD OF 25 FT A CHORD BEARING OF S44-13-30W A CENTRAL ANGLE OF 88-15-38 & AN ARC DIST OF 38.51 FT TH S88-21-18W 32.79 FT TH N33-28-09E 38.20 FT TH N00-05-41E 150.18 FT TO PT OF AFORESAID S LINE OF N 100 FT SE1/4 OF SE1/4 OF SE1/4 OF SE1/4 TH N88-26-25E 36.02 FT TO POB)

Containing 0.56 +/- acres
Parcel No. 12-20-27-0000-00-027

SECTION II: That the corporate territorial limits of the City of Apopka, Florida, are hereby redefined to include said land herein described and annexed.

SECTION III: That the City Council will designate the land use classification and zoning category of these annexed lands in accordance with applicable City ordinances and State laws.

ORDINANCE NO. 2596
PAGE 2

SECTION IV: That the land herein described and future inhabitants of the land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances and regulations of the City.

SECTION V: That if any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section or subsection or part of this ordinance.

SECTION VI: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION VII: That this ordinance shall take effect upon passage and adoption, thereafter the City Clerk is hereby directed to file this ordinance with the Clerk of the Circuit Court in and for Orange County, Florida; the Orange County Property Appraiser; and the Department of State of the State of Florida.

READ FIRST TIME: September 6, 2017

READ SECOND TIME
AND ADOPTED: September 20, 2017

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED FOR PUBLIC HEARING: August 25, 2017; September 9, 2017

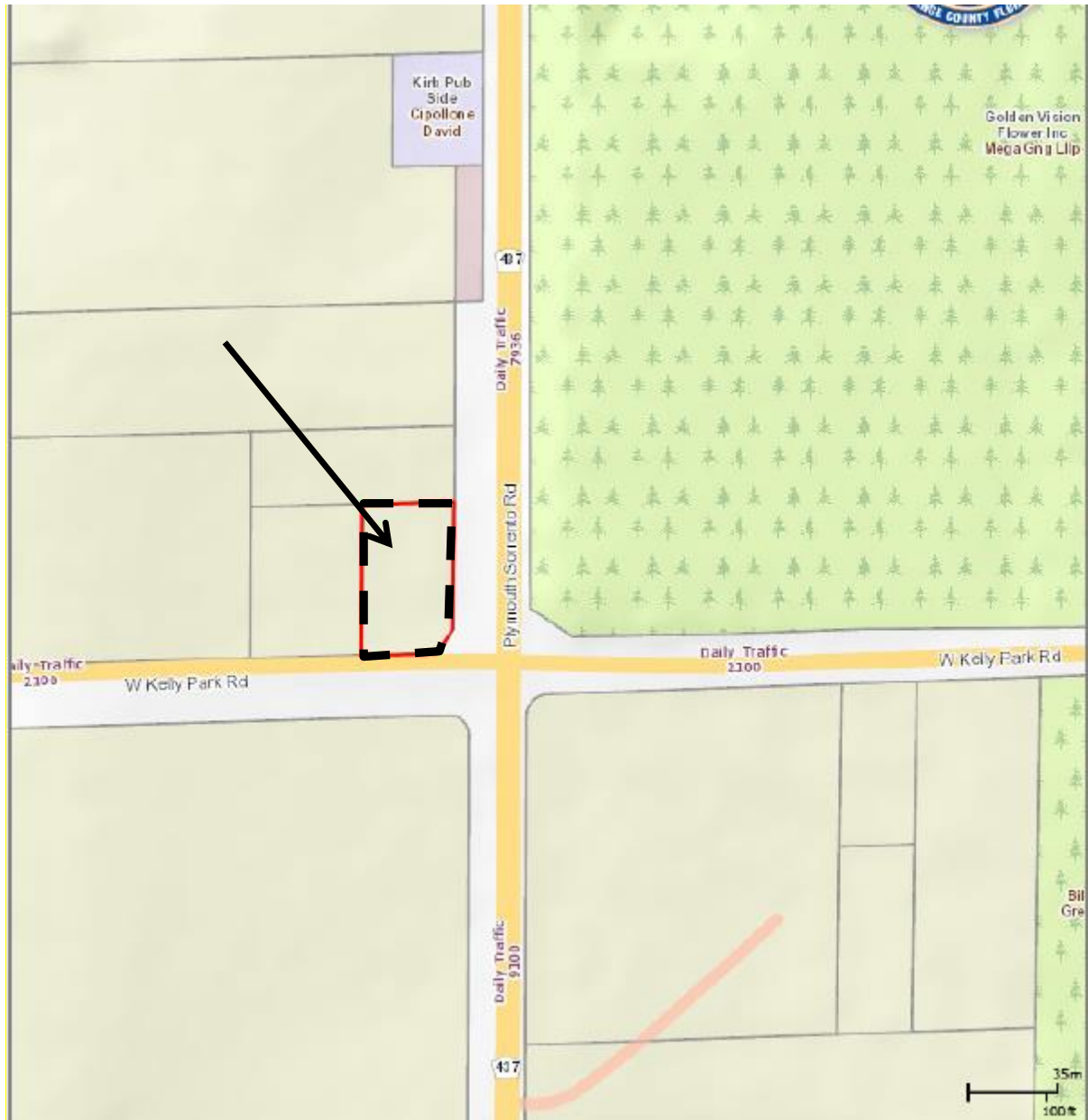


ANNEXATION
Michael Tyszko

Exhibit "A"

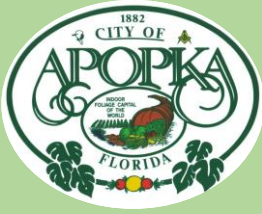
Parcel ID: 12-20-27-0000-00-027

Total Acres: 0.56 +/-



Backup material for agenda item:

17. Ordinance No. 2597 – First Reading – Annexation – 3013 W. Kelly Park Road – Legislative
David Moon



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER: Ordinance

MEETING OF: September 6, 2017
FROM: Community Development
EXHIBITS: Exhibit "A" – Summary
Ordinance No. 2597
Vicinity Map

SUBJECT: 2017 ANNEXATION – CYCLE NO. 3

REQUEST: FIRST READING OF ORDINANCE NO. 2597 – MICHAEL AND CAROL ANN MCKERNAN -- AND HOLD OVER FOR SECOND READING & ADOPTION.

SUMMARY:

OWNER: Michael and Carol Ann McKernan
LOCATION: 3013 W Kelly Park Rd
LAND USE: Refer to Exhibit "A".
EXISTING USE: Refer to Exhibit "A"
TRACT SIZE: 0.69 +/- acres

ADDITIONAL COMMENTS: The proposed annexation shall be on the basis of the existing County Future Land Use and Zoning Designations. The assignment of a City Future Land Use and Zoning designation will occur at a later date, and through action by the City Council.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 15 days prior to the first reading of any annexation ordinance. The City provided notification to the County on July 18, 2017 and August 15, 2017.

DULY ADVERTISED:

August 25, 2017
September 8, 2017
September 29, 2017

PUBLIC HEARING SCHEDULE:

September 6, 2017 (1:30 pm) - City Council 1st Reading
September 20, 2017 (7:00 pm) - City Council 2nd Reading and Adoption

FUNDING SOURCE: N/A

DISTRIBUTION

Mayor Kilsheimer
Commissioners
City Administrator
Community Development Director

Finance Director
HR Director
IT Director
Police Chief

Public Services Director
Recreation Director
City Clerk
Fire Chief

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval of the annexation for properties owned by Michael and Carol Ann McKernan.

Accept the First Reading of Ordinance No. 2597, and Hold it Over for Second Reading and Adoption on September 20, 2017.

EXHIBIT "A"
CITY OF AOPKA
2017 ANNEXATION CYCLE # 3

TOTAL ACRES: 27.79

ORD. NO.	ITEM NO.	OWNER'S NAME	LOCATION	PARCEL NUMBER	ACRES +/-	EXISTING USE	FUTURE LAND USE (COUNTY)
2593	1	Loomis Funeral Homes	423, 425 & 431 West Station Street	09-21-28-7544-02-450 09-21-28-7544-02-471 09-21-28-7544-02-490	0.41	Vacant	COMMERCIAL MAX 3.0 FAR
2594	2	Curtis & Karen Pumphrey	251 West Lester Road	28-20-28-0000-00-084	5.21	Warehouse	LOW DENSITY RESIDENTIAL 4DU/ACRE
2595	3	A.D. Raulerson A.D. Raulerson, Jr.	213 West Lester Road 2122 Rock Springs Road	28-20-28-0000-00-040 28-20-28-0000-00-077	20.29	Vacant Nursery	LOW DENSITY RESIDENTIAL 4DU/ACRE
2596	4	Michael Tyszko	3001 West Kelly Park Road	12-20-27-0000-00-027	0.56	Single-Family Residence	RURAL 1 DU/10 AC
2597	5	Michael J. McKernan Carolann McKernan	3013 West Kelly Park Road	12-20-27-0000-00-056	0.69	Single-Family Residence	RURAL 1 DU/10 AC
2598	6	Gracie J. Gillis Glenda M. Griffen Trudy R. Maer Rodney N. Gillis	5012 Plymouth Sorrento Road	12-20-27-0000-00-054	0.63	Manufactured Home	RURAL 1 DU/10 AC

ORDINANCE NO. 2597

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY MICHAEL AND CAROL ANN MCKERNAN; LOCATED AT 3013 WEST KELLY PARK ROAD; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Michael And Carol Ann McKernan, owner thereof, has petitioned the City Council of the City of Apopka, Florida, to annex the properties located at 3013 West Kelly Park Road; and

WHEREAS, Florida Statute 171.044 of the General Laws of Florida provide that a municipal corporation may annex property into its corporate limits upon voluntary petition of the owners, by passing and adopting a non-emergency ordinance to annex said property; and

WHEREAS, the City Council of the City of Apopka, Florida is desirous of annexing and redefining the boundaries of the municipality to include the subject property pursuant to Florida Statute 171.044.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Apopka, Florida, as follows:

SECTION I: That the following described properties, being situated in Orange County, Florida, totaling **0.69 +/- acres**, and graphically depicted by the attached Exhibit "A", is hereby annexed into the City of Apopka, Florida, pursuant to the voluntary annexation provisions of Chapter 171.044, Florida Statutes, and other applicable laws:

Legal Descriptions:

S 189.2 FT OF E 50 FT OF W 150 FT OF SE1/4 OF SE1/4 OF SE1/4 OF SE1/4 AS MEAS N FROM RD R/W & S 189.20 T OF W 100 FT OF SE1/4 OF SE1/4 OF SE1/4 OF SE1/4 AS MEAS N FROM RD R/W ALL IN SEC 12-20-27

Containing 0.69 +/- acres
Parcel No. 12-20-27-0000-00-056

SECTION II: That the corporate territorial limits of the City of Apopka, Florida, are hereby redefined to include said land herein described and annexed

SECTION III: That the City Council will designate the land use classification and zoning category of these annexed lands in accordance with applicable City ordinances and State laws.

SECTION IV: That the land herein described and future inhabitants of the land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances and regulations of the City.

ORDINANCE NO. 2597
PAGE 2

SECTION V: That if any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section or subsection or part of this ordinance.

SECTION VI: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION VII: That this ordinance shall take effect upon passage and adoption, thereafter the City Clerk is hereby directed to file this ordinance with the Clerk of the Circuit Court in and for Orange County, Florida; the Orange County Property Appraiser; and the Department of State of the State of Florida.

READ FIRST TIME: September 6, 2017

READ SECOND TIME
AND ADOPTED: September 20, 2017

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

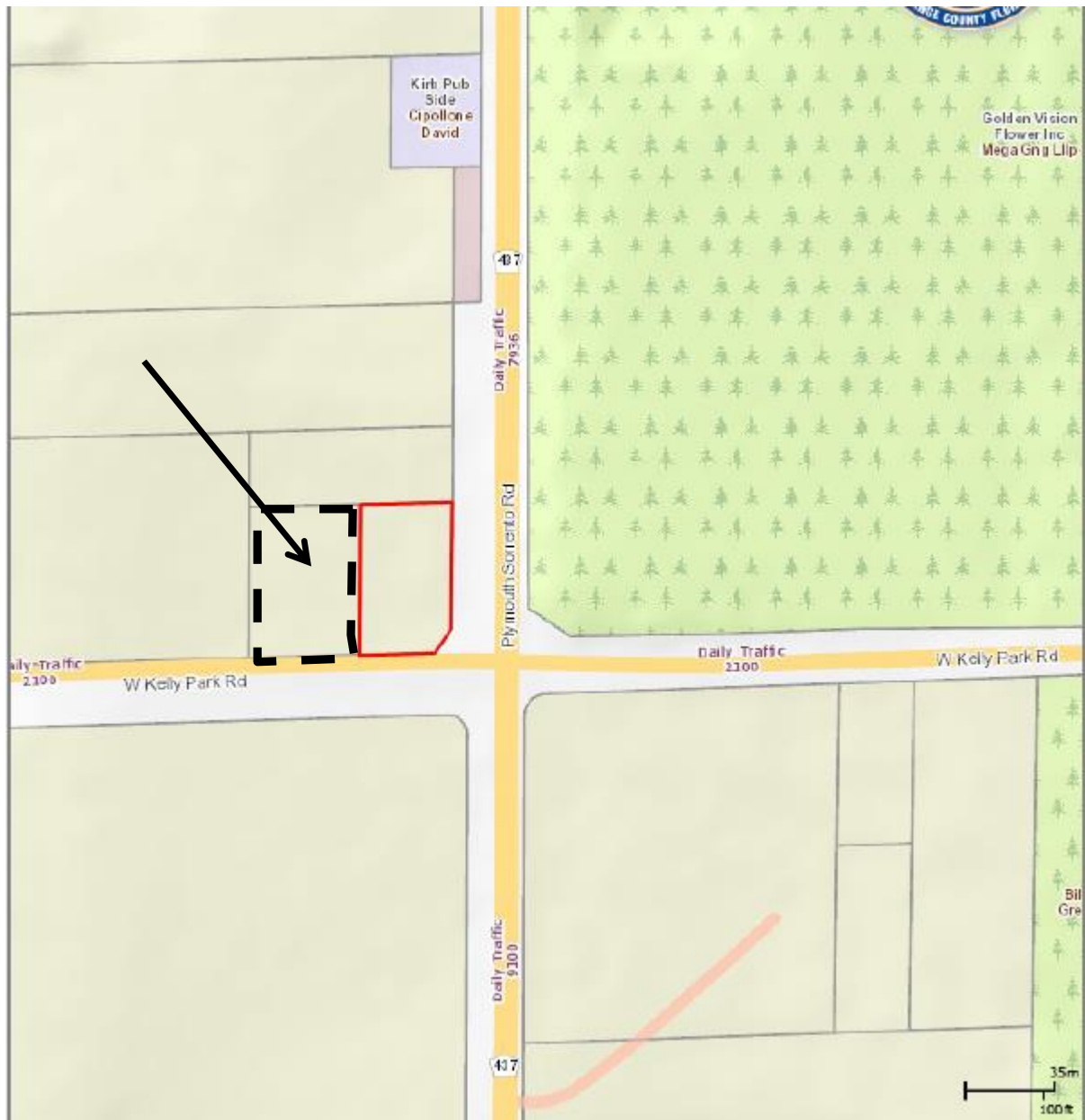
DULY ADVERTISED FOR PUBLIC HEARING: August 25, 2017; September 9, 2017



ANNEXATION
Michael and Carol Ann McKernan

Exhibit "A"
Parcel ID: 12-20-27-0000-00-056

Total Acres: 0.69 +/-



Backup material for agenda item:

18. Ordinance No. 2598 – First Reading – Annexation – 5012 Plymouth Sorrento Road – Legislative
David Moon



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: Ordinance

MEETING OF: September 6, 2017
 FROM: Community Development
 EXHIBITS: Exhibit "A" – Summary
 Ordinance No. 2598
 Vicinity Map

SUBJECT: 2017 ANNEXATION – CYCLE NO. 3

REQUEST: FIRST READING OF ORDINANCE NO. 2598 – GRACIE J. GILLIS, GLENDA M. GRIFFEN, TRUDY R. MAER, RODNEY N. GILLIS; AND HOLD OVER FOR SECOND READING & ADOPTION.

SUMMARY:

OWNER: Gracie J. Gillis, Glenda M. Griffen, Trudy R. Maer, Rodney N. Gillis

LOCATION: 5012 Plymouth Sorrento Road

LAND USE: Refer to Exhibit "A".

EXISTING USE: Refer to Exhibit "A"

TRACT SIZE: 0.63 +/- acres

ADDITIONAL COMMENTS: The proposed annexation shall be on the basis of the existing County Future Land Use and Zoning Designations. The assignment of a City Future Land Use and Zoning designation will occur at a later date, and through action by the City Council.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 15 days prior to the first reading of any annexation ordinance. The City provided notification to the County on July 18, 2017 and August 15, 2017.

DULY ADVERTISED:

August 25, 2017
 September 8, 2017
 September 29, 2017

PUBLIC HEARING SCHEDULE:

September 6, 2017 (1:30 pm) - City Council 1st Reading
 September 20, 2017 (7:00 pm) - City Council 2nd Reading and Adoption

FUNDING SOURCE: N/A

DISTRIBUTION

Mayor Kilsheimer
 Commissioners
 City Administrator
 Community Development Director

Finance Director
 HR Director
 IT Director
 Police Chief

Public Services Director
 Recreation Director
 City Clerk
 Fire Chief

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval of the annexation for properties owned by Gracie J. Gillis, Glenda M. Griffen, Trudy R. Maer, Rodney N. Gillis.

Accept the First Reading of Ordinance No. 2598, and Hold it Over for Second Reading and Adoption on September 20, 2017.

EXHIBIT "A"
CITY OF AOPKA
2017 ANNEXATION CYCLE # 3

TOTAL ACRES: 27.79

ORD. NO.	ITEM NO.	OWNER'S NAME	LOCATION	PARCEL NUMBER	ACRES +/-	EXISTING USE	FUTURE LAND USE (COUNTY)
2593	1	Loomis Funeral Homes	423, 425 & 431 West Station Street	09-21-28-7544-02-450 09-21-28-7544-02-471 09-21-28-7544-02-490	0.41	Vacant	COMMERCIAL MAX 3.0 FAR
2594	2	Curtis & Karen Pumphrey	251 West Lester Road	28-20-28-0000-00-084	5.21	Warehouse	LOW DENSITY RESIDENTIAL 4DU/ACRE
2595	3	A.D. Raulerson A.D. Raulerson, Jr.	213 West Lester Road 2122 Rock Springs Road	28-20-28-0000-00-040 28-20-28-0000-00-077	20.29	Vacant Nursery	LOW DENSITY RESIDENTIAL 4DU/ACRE
2596	4	Michael Tyszko	3001 West Kelly Park Road	12-20-27-0000-00-027	0.56	Single-Family Residence	RURAL 1 DU/10 AC
2597	5	Michael J. McKernan Carolann McKernan	3013 West Kelly Park Road	12-20-27-0000-00-056	0.69	Single-Family Residence	RURAL 1 DU/10 AC
2598	6	Gracie J. Gillis Glenda M. Griffen Trudy R. Maer Rodney N. Gillis	5012 Plymouth Sorrento Road	12-20-27-0000-00-054	0.63	Manufactured Home	RURAL 1 DU/10 AC

ORDINANCE NO. 2598

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY GRACIE J. GILLIS, GLENDA M. GRIFFEN, TRUDY R. MAER, RODNEY N. GILLIS; LOCATED AT 5012 PLYMOUTH SORRENTO ROAD; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Gracie J. Gillis, Glenda M. Griffen, Trudy R. Maer, Rodney N. Gillis, owner thereof, has petitioned the City Council of the City of Apopka, Florida, to annex the properties located at 5012 Plymouth Sorrento Road; and

WHEREAS, Florida Statute 171.044 of the General Laws of Florida provide that a municipal corporation may annex property into its corporate limits upon voluntary petition of the owners, by passing and adopting a non-emergency ordinance to annex said property; and

WHEREAS, the City Council of the City of Apopka, Florida is desirous of annexing and redefining the boundaries of the municipality to include the subject property pursuant to Florida Statute 171.044.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Apopka, Florida, as follows:

SECTION I: That the following described properties, being situated in Orange County, Florida, totaling **0.63 +/- acres**, and graphically depicted by the attached Exhibit "A", is hereby annexed into the City of Apopka, Florida, pursuant to the voluntary annexation provisions of Chapter 171.044, Florida Statutes, and other applicable laws:

Legal Descriptions:

N 100 FT OF SE1/4 OF SE1/4 OF SE1/4 OF SE1/4 OF SEC 12-20-27 (LESS RD R/W ON E) & (LESS COMM AT SE COR OF SE1/4 RUN N00-09-57E 231.24 FT TH S88-26-25W TO W R/W LINE OF PLYMOUTH SORRENTO RD ALSO BEING POB TH CONT S88-26-25W 36.02 FT TH N00-05-41E 100.3 FT TO PT ON N LINE OF SE1/4 OF SE1/4 OF SE1/4 OF SE1/4 TH N88-26-25E 36.02 FT TO W R/W LINE OF PLYMOUTH SORRENTO RD TH S00-05-41W 100.3 FT TO POB)

Containing 0.63 +/- acres
Parcel No. 12-20-27-0000-00-054

SECTION II: That the corporate territorial limits of the City of Apopka, Florida, are hereby redefined to include said land herein described and annexed.

SECTION III: That the City Council will designate the land use classification and zoning category of these annexed lands in accordance with applicable City ordinances and State laws.

ORDINANCE NO. 2598
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SECTION IV: That the land herein described and future inhabitants of the land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances and regulations of the City.

SECTION V: That if any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section or subsection or part of this ordinance.

SECTION VI: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION VII: That this ordinance shall take effect upon passage and adoption, thereafter the City Clerk is hereby directed to file this ordinance with the Clerk of the Circuit Court in and for Orange County, Florida; the Orange County Property Appraiser; and the Department of State of the State of Florida.

READ FIRST TIME: September 6, 2017

READ SECOND TIME
AND ADOPTED: September 20, 2017

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED FOR PUBLIC HEARING: August 25, 2017; September 9, 2017



ANNEXATION

**Gracie J. Gillis, Glenda M. Griffen, Trudy R. Maer,
Rodney N. Gillis, property owners**

Exhibit "A"

Parcel ID: 12-20-27-0000-00-054

Total Acres: 0.63 +/-

