

APOPKA CITY COUNCIL AGENDA
August 15, 2018 7:00 PM
APOPKA CITY HALL COUNCIL CHAMBERS

CALL TO ORDER
INVOCATION
PLEDGE

APPROVAL OF MINUTES:

1. City Council regular meeting August 1, 2018.

AGENDA REVIEW

PRESENTATIONS

1. Presentation on Records Destruction.

Linda Goff

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.

CONSENT (Action Item)

1. Accept and update signatories with First Green Bank.
2. Award a contract for the construction of the Kit Land Nelson Park Fitness Trails.
3. Authorize the renewal of a roll-off container franchise agreement with Mid Florida Materials for an additional two year term.
4. Approval of alcohol sales at the Labor Day weekend event at the Northwest Recreation Complex on September 2, 2018.
5. Approve a fee structure for room rental fees at the Apopka Community Center & Fran Carlton Center.

BUSINESS (Action Item)

1. Buffer Variance Appeal – Hidden Lake Reserve Subdivision
Project: TGINF, LLC
Location: 501 Old Dixie Highway
David Moon
2. Preliminary Development Plan – Hidden Lake Reserve Subdivision
Project: TGINF, LLC
Location: 501 Old Dixie Highway
Jean Sanchez
3. Approve Interlocal Agreements between Orange County Fire Rescue & the City of Apopka Fire Department. Chief Carnesale
4. Discussion on School Resource Officers. Chief McKinley
5. Approve the termination of the Red Light Camera Agreement with American Traffic Solutions Inc. Edward Bass

PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

1. Ordinance No. 2669 - Second Reading - Bear Management Program & Containers
Jay Davoll
2. Resolution 2018-13 - FY17/18 Budget Amendment.
Jamie Roberson

CITY COUNCIL REPORTS

MAYOR'S REPORT

1. Florida League of Cities Proposed Resolutions.
2. Application for a special playground grant through Florida Department of Environmental Protection.

ADJOURNMENT

MEETINGS AND UPCOMING EVENTS

DATE	TIME	EVENT
August 18, 2018	11:00am – 12:00pm	Cookies & Milk with a Cop – NW Orange/Apopka Library
August 27, 2018	10:00am –	Lake Apopka Natural Gas District Board Meeting: Winter Garden
September 2, 2018	6:00pm – 9:00pm	Sunday Fun Day Celebration – NW Recreation Complex
September 3, 2018	-	Labor Day - City Offices Closed
September 5, 2018	1:30pm –	City Council Meeting
September 5, 2018	5:15pm –	Budget Hearing
September 6, 2018	5:30pm – 9:00pm	Food Truck Round Up
September 10, 2018	6:30pm –	CONA Meeting – UCF Apopka Business Incubator
September 11, 2018	5:30pm – 7:30pm	Planning Commission Meeting
September 15, 2018	11:00am – 12:00pm	Cookies & Milk with a Cop – NW Orange/Apopka Library
September 19, 2018	7:00pm –	Budget Hearing & City Council Meeting
September 24, 2018	10:00am –	Lake Apopka Natural Gas District Board Meeting: Winter Garden

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 regular meeting August 1, 2018.

CITY OF APOPKA

Minutes of the regular City Council meeting held on August 1, 2018, at 1:30 p.m., in the City of Apopka Council Chambers.

PRESENT: Mayor Bryan Nelson
Commissioner Doug Bankson
Commissioner Kyle Becker
Commissioner Alice Nolan
City Attorney Cliff Shepard
City Administrator Edward Bass

ABSENT: Commissioner Alexander Smith

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

INVOCATION: - Mayor Nelson called on Pastor James Hicks, Center of Faith Church, who gave the invocation.

PLEDGE OF ALLEGIANCE: Mayor Nelson introduced Jessica Brevill, Apopka Youth Works, and incoming Junior at Wekiva High School, who led the Pledge of Allegiance. Jessica gave the following three history facts: 1) Francis Scott Key was an American lawyer and poet, famous for writing the lyrics for the U.S. National Anthem. He was born on August 1, 1779; 2) Samme Lee was the first Asian American to win the Olympic gold medal and the first man to ever win back-to-back gold medals in platform diving. He was born on August 1, 1920; and 3) Dr. Benjamin Elijah Mays is one of the most brilliant and influential Civil Rights Leaders in American History. Mays was not only the president of Morehouse College for 27 years but he was also the mentor of Dr. Martin Luther King, Jr. For these reasons, Dr. Mays is deserving of honor and dignity, born this day in 1894.

APPROVAL OF MINUTES:

1. City Council regular meeting July 18, 2018..

MOTION by Commissioner Nolan, and seconded by Commissioner Becker, to approve the minutes of July 18, 2018 as presented. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, and Nolan voting aye.

AGENDA REVIEW – City Administrator Bass advised there were no changes.

PUBLIC COMMENT; STAFF RECOGNITION AND ACKNOWLEDGEMENT

Employee Recognition:

- Ten Year Service Award - Andrew L. Brown – Fire/EMS. Andrew was not present and will be presented his award another time.

- Fifteen Year Service Award - Phil R. Hardy – Public Services/Fleet Management Equipment Mechanic. Phil was not present and will be presented his award at another time.
- Fifteen Year Service Award - David L. Whitty – Police/Support Services Code Enforcement Officer. The Commissioners joined Mayor Nelson in congratulating Dave on his years of service.
- Twenty Year Service Award - Brett E. Webster – Police/Field Services Police Officer. The Commissioners joined Mayor Nelson in congratulating Brett on his years of service.
- Thirty Year Service Award - Scott A. Bruehl – Fire/Suppression Firefighter Engineer. Scott was not present and will be presented his award at another time.

Presentations:

1. FBI presentation referencing Iberia bank attempted robbery.

Ron Hopper, FBI Assistant Special Agent in Charge, Orlando, spoke of the risks involved with the case regarding the attempted robbery of Iberia Bank, stating this was executed with such precision that those involved are being recognized. He stated they waited for this particular point to make sure they had the absolute best evidence to secure successful prosecution. He said the private sector involved in this were just as courageous as the men and women in law enforcement that helped execute this and this case was the perfect example of how community works with law enforcement. He affirmed this group was armed and violent as they robbed various establishments. The FBI Safe Streets Task Force conducted an investigation in collaboration with multiple agencies including the Apopka Police Department, Kissimmee Police Department, Orlando Police Department, Oviedo Police Department, The Florida Department of Law Enforcement, and the Sheriff's offices from Orange, Seminole, and Osceola Counties. He said when they determined Iberia Bank in Apopka was their next target, they worked with Iberia Bank who worked with the FBI and these agencies to develop a plan to stop these violent criminals while mitigating risks to the public and law enforcement officers. On December 7, 2017, investigators arrested the four subjects who were armed and wearing disguises as they attempted to make entry into Iberia Bank. He advised these subjects were taken into custody without incident, subsequently prosecuted by the U.S. Attorney's office, and sentenced. He called on Kevin Kaufman who was an award recipient, and Justin Crenshaw, Supervisor of the Safe Streets Task Force, who helped in handing out the awards to individuals from Apopka Police Department, Oviedo Police Department, Orlando Police Department, Orange County Sheriff's office, and Iberia Bank employees, Middle District of Florida U.S. Attorney's office, and FBI representatives of the Task Force in Orlando, in appreciation of their service.

Public Comment:

Dr. JoAnne Craig said she was here to introduce herself and inform the City that she was opening a charter stem school in Apopka. She stated this school will help the city grow, stating she has researched for three years what goes on in the City of Apopka with education. She has been in the field of education for almost 30 years. She said this school will open doors for students they never thought possible and will give them the opportunity to achieve locally and globally. She advised they are not a magnet school, but a full stem school. She has been working with Mr. Cooper for several months on the Cooper Sports Complex where they anticipate as the

location for the new school. She stated they will be hiring, and affirmed that they already have a Principal who is experienced in running a charter school. She said they want to build community partnerships. She is the CEO of the Central Florida Stem Academy. She said anyone interested can contact her at 609-477-1777. They will be placing application in February of this year and the school will not be slated to open until August of 2020.

CONSENT

1. Authorize funds from Law Enforcement Trust Funds to be donated to Apopka High School Academic Consortium of Scholars.
2. Authorize funds from Law Enforcement Trust Funds to be donated to Apopka High School to support local youth sports.
3. Authorize a donation from Law Enforcement Trust Funds to purchase an outdoor cinema system for public outreach programs.
4. Approve a Sewer and Water Capacity Agreement for Lakeside Phase I.
5. Approve emergency repairs to the Bradshaw Rd. Regional Lift Station #77.

MOTION by Commissioner Bankson, and seconded by Commissioner Becker, to approve five items on the Consent Agenda. Motion carried unanimously with Mayor Nelson and Commissioners Bankson, Becker, and Nolan voting aye.

BUSINESS

1. Approve the Sunday Fun Day event on September 2, 2018
Lorena Potter, Acting Recreation Director, presented the Sunday Fun Day event for September 2, 2018. She advised the City will either receive a refund from the prior fireworks vendor or event insurance.

MOTION by Commissioner Nolan, and seconded by Commissioner Bankson, to approve the Sunday Fun Day even on September 2, 2018, as presented. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, and Nolan voting aye.

2. Preliminary Development Plan – Fairfield Inn & Self-Storage - Project: Farish Enterprises, LLC
Location: 1616 East Semoran Boulevard
Jean Sanchez, Planner, reviewed the project for the Preliminary Development Plan for Fairfield Inn and Self-Storage. She reviewed the location south of Semoran Boulevard and west of Lake Pleasant Road on a map and the surrounding properties. She advised that approximately 10 acres will be developed into the parcel for the hotel and self-storage facility. Access will be off of Semoran Boulevard at McVilla Avenue, an existing private drive. Stormwater run-off and drainage will be maintained onsite with a retention pond with a 6-foot aluminum fence surrounding it. She advised that after the Planning Commission hearing on July 10, 2018, the applicant revised the proposed buffer from a 30' wide to a 35' wide landscape buffer on the eastern portion abutting residential districts. She reviewed the architectural renderings. The Planning Commission and DRC recommend approval. The recommendation is to approve the Fairfield Inn & Self-Storage Preliminary Development Plan.

Chris Blurton, Interplan, LLC, said in response to Commissioner Bankson's inquiring about the left turn, the shared driveway between the Racetrac and Aldi is a shared driveway that does extend back to this property and it will be the left turn access to the property at the signal. He stated he was present to answer any questions.

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

MOTION by Commissioner Bankson, and seconded by Commissioner Nolan, to approve the Preliminary Development Plan for Fairfield Inn and Self-Storage as presented. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, and Nolan voting aye.

3. Final Development Plan – Lakeshore at Wekiva (FKA Sandpiper Road Subdivision) - Project: Beazer Homes, LLC - Location: Southeast corner of Ustler Road and Sandpiper Road

Ms. Sanchez provided a brief lead-in for the Final Development Plan, Lakeshore at Wekiva. She reviewed the previously approved plat of Sandpiper Subdivision. She advised the applicant is requesting reducing the tree preservation on Tract A on the western portion of this site to accommodate for a compensating storage area to offset flood storage. The recommendation is to approve the Lakeshore of Wekiva Subdivision revised Final Development Plan subject to Ordinance 2506 and findings of the staff report.

David Stokes, Madden, Moorhead, & Stokes, Inc., said they are the civil engineers on the project. He stated they are here unfortunately due to a mistake that was made when the plans were approved, as they did not have the compensating storage on the plans. Through the permitting and approximately four months later this compensating storage area was added to the project. He advised there was a preconstruction meeting in November and construction was started. He advised that Tract A was an open space, tree preservation, recreation, and a multi-use tract. He affirmed the compensation storage is a necessary requirement for the project which is why it was added. He stated this was the right thing to do and plans were resubmitted through staff. Staff is recommending approval and he advised there was some additional tree mitigation calculated by staff and those fees were paid.

Commissioner Bankson inquired if the sidewalk at the end of Ustler was something that needs to be finished to meet ADA requirements. He also inquired as to the chain link fence where there had been trees.

Mr. Stokes responded in the affirmative stating it would have to meet ADA requirements.

Jeremy Camp, Beazer Homes, agreed with Mr. Stokes that none of them want to be in this position of having to be here today. He said he was 100% blindsided by this and said they try to go by the book. He affirmed that he brought this back to City Council in the summer of last year to be very upfront and transparent that this would be difficult to develop the way the code required and make note that more trees would have to come out. He stated they hired an arborist making every attempt to try and save trees and do this right. He declared there was

nothing behind this that was intentional and he apologized that they are here today. He advised the chain link fence will be coming down as it is to be an aluminum architectural fence. He said there is a buffer that is approved, permitted, and ready to go that will be more decorative and fits the community as originally intended. He advised the arborist evaluated the trees when clearing the lots and trees that he deemed will survive 5-10 years remained.

Commissioner Bankson said there has been a tremendous amount of water this year and said they did come in and clear out the drainage. He expressed concern about the north side and high level.

Mr. Stokes advised the contractor brought the ditch down to slightly below the original intent and since the water level has dropped significantly. He affirmed that the water is controlled by the concrete weir at Sandpiper.

Richard Earp, City Engineer, said this system he had worked on with Orange County in the mid 90's. He advised there is a study that references the long term improvement potential for this area and this weir is part of that engineered system so that Lake McCoy has a control elevation. He advised with the ditch improvements, this is functioning as per the original design and permit.

Mayor Nelson opened the meeting to a public hearing.

Jack Cooper provided a handout and said he lives across from the development. He wanted to make sure the black chain link fence was coming down and the new fence will be down the property line. He said with regards to the tree removal they probably could have given up one or two lots and done the same thing. He pointed out a safety hazard where the weir is, stating the sidewalk is not closed and a person could fall there.

Mr. Camp advised he would talk with the contractor and have this taken care of right away. He stated he also had met with the neighbor across the street as well as several other neighbors. One neighbor provided some information and they are working with them and will put the carp fence in the way the neighbors suggested.

Mr. Cooper said he wanted to make sure all previous agreements were still in effect to which Mayor Nelson advised nothing else has changed.

John Cloran said he owns property at Ustler and Tanglewide Roads and said the sidewalk has an ADA exit on the north side heading on Sandpiper to nothing. He spoke of this being unsafe and needs to be corrected with a crossover. He also addressed the trees and suggested the city arborist evaluate.

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

MOTION by Commissioner Becker, and seconded by Commissioner Nolan, to approve the revised Final Development Plan for Lakeshore at Wekiva. Motion carried

unanimously with Mayor Nelson, and Commissioners Bankson, Becker, and Nolan voting aye.

4. Final Development Plan – Dollar General Store - Project: Lloyd Lee, Mobley Mattie Life Estate & Nathan Jerome Shaw, Sr. - Location: 51 & 57 E. Michael Gladden Blvd. and W. 9th Street

Pam Richmond, Transportation Planner, said at the last City Council meeting staff was requested to provide additional information related to the traffic impact of the Dollar General. In response, staff has had our on call traffic engineering firm, LTEC to a review of the traffic impact analysis submitted by the applicant. She said the consultant was also asked to look at improvement strategies for the intersection of Michael Gladden Boulevard and South Park Avenue. She advised that Joe Roviario from LTEC is present to go over his review of the traffic impact analysis.

Joe Roviario, Director of Transportation Planning for LTEC, said they were asked to review the traffic study that was performed for the Dollar General. He advised they followed standard procedures and used industrial standards in terms of trip generation and analysis procedures. He advised they found this study to be acceptable and identified that the existing intersection of Park Avenue and Michael Gladden was operating at a deficient level of service for the minor street during the peak hour and it would continue to operate at this level of service for the east bound traffic at the completion of the development. He said they looked at some alternatives and one option was to implement some way fare signing so as traffic was proceeding east, they would have the opportunity to make a left at the intersection and go north to US 441 or take other roadways to come across to Park Avenue. He affirmed they have been working with the City since 2001 and they did the concurrency management system. He said that reviewing the 2017 study, traffic coming up Ocoee Apopka Road is generally 6,000 daily trips and Central has about 4,000 cars north of there and about 3,000 daily trips between Central and Park Avenue.

In response to Commissioner Becker inquiring if he agreed to the point of view where the applicant stated the proposed development is not proposed to add any traffic to the deficient movement, Mr. Roviario said if he had been doing the study he would have assigned at least one car there. He stated in their analysis they did assign the pass by traffic and from that standpoint their statement was correct, stating they didn't assign primary trips being generated by the development. He discussed pass by trips and primary trips. He stated this was defined as a small box discount store due to the variety of merchandise. He declared that technically the analysis was acceptable and if adding one or two trips from their development to primary, it would not have marginally impacted the operation of the intersection.

Commissioner Becker inquired if the current east bound movement of level of service at an F rating was the worse. Mr. Roviario responded in the affirmative. Commissioner Becker said it seemed to him that they could do a better job of approving a project like this knowing it is going to contribute to an already deficient intersection.

Mayor Nelson said he would like to have city staff work with Orange County to look into a traffic light between Michael Gladden and Central Avenue or 13th Street and change the stop signs to make that street a through street to give people an option to go to the light.

Ms. Richmond said they would work with Orange County and MetroPlan asking for a corridor analysis. She said this would not only address this intersection, but other deficiencies or potential problems in the area to coordinate resolutions.

Scott Baker, Esquire, representing the applicant and developer, said they also have the traffic consultant present today. He stated he listened to the audio from the last meeting and he would like to address the hearing procedure. He said he heard a lot of discussion and testimony that had nothing to do with the quasi-judicial land-use application. He stated he heard a lot about the character of a competing retailer in the area, which they do not dispute, but feel it is irrelevant. They also received a copy of a petition submitted by the competing retailer containing maybe hundreds of signatures opposing this development. He said what he did not hear on that audio was any competent substantial evidence opposing any element of the staff report. He declared when his applicant came to the City of Apopka he had quite a few hurdles to overcome and he has done that and met his burden of complying with the comprehensive plan and the Land Development Code. The final thing he heard was some discomfort with the evidence they presented as to traffic. He heard the Commissioner direct their own staff to get another report done. He declared that that report, in all respects, confirms Mr. Abdallah's report. He said each major point Mr. Abdallah made was just confirmed by the City's own traffic consultant. He stated there has been no competent substantial evidence offered in opposition to this project. He said he would hope in going forward and for the remainder of this hearing, we get to put a fence around the legal issues at play. The character of Dollar General as a corporate citizen is not relevant, the character of a competing retailer is not relevant, and they do not dispute his high character. He stated he would like things to be kept to the evidence and he would like his client to have the opportunity to rebut any other competing evidence that might be introduced. He said the facts of the case are in the staff report and the traffic study they prepared, as well as that received from the City's own consultant. The key number in those reports is basically either a "0" or a "1" depending on whether you are looking at the pass by traffic or the new trips. They respectfully request not being required to do a right in, right out only. He asked that Council agree with their staff's recommendation to monitor the situation.

Commissioner Becker reverted back to our counsel to confirm that focusing on traffic studies and traffic reports and the data contained therein is in the purview of this hearing. He said they must look at the totality of the evidence presented and if he wants to focus in on one piece of that evidence, how he interprets it and formulates his opinion is his right as a member of this Council. He said he realizes empirical data is not relevant to the arguments, but he is looking at the evidence presented.

Mayor Nelson opened the meeting to a public hearing.

Jun Kim said he is the petitioner and he opposes the Dollar General. He stated he came here to speak to Council about the Dollar General in the community and safety of pedestrians. He

said the developer from the franchise called him to schedule a meeting in November of last year and said his store would not survive with the competition if he opened a store next door. He stated Council's decision for approval will help him collapse him whether he builds his store or not. He declared many other small stores in the community will also be affected.

Phyllis Nicholson said being a native of Apopka, Park Avenue has remained the main gateway from Orlando through Apopka down to Rock Springs Road. She said with the new hospital in the area, there will be more traffic created, as well as school buses and public transportation, she felt consideration should be on hold for this and the traffic restudied. She spoke of the accidents at this intersection and suggested a traffic signal be placed in this area. She said the new businesses should consider safety first and the community wants safety measures for traffic flow.

Lloyd Lee said he purchased property on E. Michael Gladden and S. Park Avenue for the purpose to subsidize his retirement income. He stated this did not go very well as the house on Park Avenue was broken into by squatters multiple times so that he eventually consulted with the Fire Department who used it as training and the house was burned down and ended up costing him to remove the debris. He was lucky enough to get a buyer for the other property by Dollar General. He said this was a country of free enterprise and Dollar General will provide a service to the whole community.

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

MOTION by Commissioner Nolan, and seconded by Commissioner Bankson, to approve the Final Development Plan for Dollar General Store.

Commissioner Becker said they received information that this intersection is a service level F and they will perpetuate the issue by approving this project. He stated though they were not given a recommendation, it would be prudent to have a traffic light at this intersection and this would need to be in concert with the County. He declared the City needed to do more so not to negatively impact that area from a traffic perspective.

Commissioner Bankson said as legal counsel has stated, there is a certain bar that has to be met for that decision to be made based on traffic. Even though there is going to be more traffic drawn to that area, it still has not reached that point. He said it is an intersection that needs more help and stated he had the same concerns

Mayor Nelson reiterated partnering with the County and looking to MetroPlan to support a study for that area as well as Welch Road and Rock Springs Road. Both of these areas have City/County participation.

Motion carried 3-1 with Mayor Nelson, and Commissioners Bankson and Nolan voting aye, and Commissioner Becker voting nay.

5. Final Development Plan – Greater Faith World Center, Inc., Phase 1
Project: Center of Faith Church, Inc.

Location: 700 Vick Road

Bobby Howell, Senior Planner, said this is a Final Development Plan (FDP) for a 10,669 square foot church at 700 Vick Road at the northeast corner of the intersection of Martin Road and Vick Road. He reviewed the surrounding area and pointed out to the north is Apopka High School. The subject property is approximately 3.25 acres in size and is zoned POI. The Final Development Plan is for Phase 1 of the church. Phases 2 and 3 appear on the FDP for information and planning purposes. Both of these phases will require Final Development Plan approval. He reviewed the parking and said access to the sight is provided at full access located on Martin Street which lines up with entrance to the High School with a right in and right out on Martin Street. An additional entrance with a right in and right out is proposed on Vick Road. He reviewed the architectural drawings. The Planning Commission recommends approval and DRC recommends approval.

Pastor Hicks thanked the staff and Council for their support and work through this project.

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

MOTION by Commissioner Bankson, and seconded by Commissioner Nolan, to approve the Final Development Plan for Greater Faith World Center, Inc., Phase 1. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, and Nolan voting aye.

PUBLIC HEARINGS/ORDINANCES/RESOLUTION

1. Ordinance No. 2654 –Second Reading – Change of Zoning

Project: City of Apopka

Location: 1680 South Lake Pleasant Road. The City Clerk read the title as follows:

ORDINANCE NO. 2654

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, OWNED BY THE CITY OF APOPKA; LOCATED AT 1680 S LAKE PLEASANT ROAD, AND COMPRISED OF APPROXIMATELY 4.45 ACRES; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Phil Martinez, Planner, advised there have been no changes since the first reading.

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

MOTION by Commissioner Nolan, and seconded by Commissioner Becker, to adopt Ordinance No. 2654. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, and Nolan voting aye.

2. Ordinance No. 2660 – Second Reading - Change of Zoning

Project: JEL Land Development, LLC (Legacy Hills)

Location: 2400 Schopke Road. The City Clerk read the title as follow:

ORDINANCE NO. 2660

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM R-1A (SINGLE FAMILY RESIDENTIAL) TO “CITY” PUD (PLANNED UNIT DEVELOPMENT) FOR CERTAIN REAL PROPERTY GENERALLY LOCATED WEST OF SCHOPKE LESTER ROAD AND SOUTH OF SHOPKE ROAD, COMPRISING 19.67 ACRES MORE OR LESS, AND OWNED BY JEL LAND DEVELOPMENT LLC; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Phil Martinez, Planner, advised there have been no changes since the first reading.

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

MOTION by Commissioner Bankson, and seconded by Commissioner Becker, to adopt Ordinance No. 2660. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, and Nolan voting aye.

3. Ordinance No. 2661 – Second Reading – Comp Plan – Small Scale

Project: 3255 Clarcona Road LLC (aka Randall Mechanical)

Location: 3307 Clarcona Road. The City Clerk read the title as follows:

ORDINANCE 2661

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 AGRICULTURE (1 DU/ 5 AC) TO INDUSTRIAL (MAX F.A.R. 0.60) FOR CERTAIN REAL PROPERTY LOCATED EAST OF CLARCONA ROAD AND NORTH OF STONE ROAD, COMPRISING 4.75 ACRES MORE OR LESS, AND OWNED BY 3255 CLARCONA ROAD LLC; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Martinez advised there have been no changes since the first reading.

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

MOTION by Commissioner Nolan, and seconded by Commissioner Becker, to adopt Ordinance No. 2661. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, and Nolan voting aye.

4. Ordinance No. 2662 – Second Reading – Change of Zoning.

Project: 3255 Clarcona Road LLC (aka Randall Mechanical)

Location: 3307 Clarcona Road. The City Clerk read the title as follows:

ORDINANCE 2662

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM AGRICULTURE TO I-1 (RESTRICTED INDUSTRIAL DISTRICT) FOR CERTAIN REAL PROPERTY GENERALLY LOCATED EAST OF CLARCONA ROAD AND NORTH OF STONE ROAD, COMPRISING 4.75 ACRES MORE OR LESS, AND OWNED BY 3255 CLARCONA ROAD LLC; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Mr. Martinez said there have been no changes since the first reading.

Mayor Nelson 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 adopt Ordinance No. 2662. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, and Nolan voting aye.

5. Ordinance No. 2663 – Second Reading – Change of Zoning

Project: SunTrust Bank

Location: 936 East Semoran Boulevard. The City Clerk read the title as follows:

ORDINANCE 2663

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM C-2 (GENERAL COMMERCIAL DISTRICT) TO C-1 (COMMERCIAL RETAIL DISTRICT) FOR CERTAIN REAL PROPERTY GENERALLY LOCATED SOUTH OF EAST SEMORAN BOULEVARD AND EAST OF SHEELER AVENUE, COMPRISING 0.49 ACRES MORE OR LESS, AND OWNED BY SUNTRUST BANK; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Mr. Martinez said there have been no changes since the first reading.

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

MOTION by Commissioner Nolan, and seconded by Commissioner Bankson, to adopt Ordinance No. 2663. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, and Nolan voting aye.

6. **Ordinance No. 2666 – First Reading – Change of Zoning – Kelly Park Road Publix Center - Project: JD and Kathleen L Horne Trust - Location: 4966 Plymouth-Sorrento Road.** The City Clerk read the title as follows:

ORDINANCE NO. 2666

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM “COUNTY” A-1 (PD/ZIP) TO “CITY” KELLY PARK INTERCHANGE MIXED-USE (KPI-MU), AND ASSIGNING A KELLY PARK CROSSING INTERCHANGE AND VILLAGE CENTER OVERLAY DISTRICTS, FOR CERTAIN REAL PROPERTY GENERALLY LOCATED EAST OF STATE ROAD 429 ON THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST KELLY PARK ROAD AND PLYMOUTH-SORRENTO ROAD, COMPRISING 18.13 ACRES MORE OR LESS, AND OWNED BY JD AND KATHLEEN L HORNE TRUST; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

David Moon, Planning Manager, said this application was reviewed by the Council for change of zoning at the July 18, 2018, meeting and accepted at first reading, and scheduled the second reading for today. A Development Agreement is part of the application. He advised Council was being recommended to take three separate actions based on quasi-judicial proceedings, first to adopt Ordinance No. 2666 establishing the zoning and overlay districts. The second action is to approve the Master Plan and Preliminary Development Plan. The third action is to approve the Development Agreement. He advised the presentation was made on the zoning, as well as the Master Plan at the July 18, 2018, Council meeting. He explained the purpose of the Development Agreement which is to set forth on a contractual basis the obligations of the developer of the proposed site, as well as any obligations the City may have. He advised the criteria is outlined in the staff report and reviewed the Development Agreement. Staff recommendation is to support the Development Agreement and the proposed actions.

Kathy Hattaway, representing the applicant, said they are available for any questions.

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

MOTION by Commissioner Nolan, and seconded by Commissioner Bankson, to adopt Ordinance No. 2666. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, and Nolan voting aye.

MOTION by Commissioner Nolan, and seconded by Commissioner Becker, to approve the Master Plan/Preliminary Development Plan. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, Nolan, and Smith voting aye.

MOTION by Commissioner Nolan, and seconded by Commissioner Bankson, to approve the Development Agreement. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, and Nolan voting aye.

- 7. Ordinance No. 2667 – Second Reading – Change of Zoning/PUD Master Plan/Preliminary Development Plan – Project: Vista Reserve**
Location: On the east side of Rogers Road, approximately ½ mile north of the intersection of Rogers Road and Lester Road. The City Clerk read the title as follows:

ORDINANCE NO. 2667

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM RESIDENTIAL SINGLE-FAMILY DISTRICT (R-1AA) TO PLANNED UNIT DEVELOPMENT (PUD), FOR CERTAIN REAL PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF ROGERS ROAD, APPROXIMATELY ONE-HALF MILE NORTH OF THE INTERSECTION OF ROGERS ROAD AND LESTER ROAD, COMPRISING 61.1 ACRES MORE OR LESS, AND OWNED BY MIKHAIL WAFEE, ABDELSAYED GEORGE, ABDELSAYED LUCY, AND ABDELSAYED WAFEEK; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Mr. Howell advised there have been no changes since the first reading.

Mayor Nelson 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 adopt Ordinance No. 2667. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, and Nolan voting aye.

- 8. Ordinance No. 2668 – Second Reading – Amending Ordinance No. 2345.**
Project: Orange Blossom Apopka RV Resort Inc., c/o Robert Vesely.
Location: 3800 W. Orange Blossom Trail. The City Clerk read the title as follows:

ORDINANCE NO. 2668

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING ORDINANCE 2345, WHICH AMENDS THE ADOPTED “KOA CAMPGROUND PLANNED UNIT DEVELOPMENT (PUD) MASTER PLAN” FOR CERTAIN REAL PROPERTY LOCATED AT 3800 WEST ORANGE BLOSSOM TRAIL, COMPRISING 10.2 ACRES MORE OR LESS; OWNED BY ORANGE BLOSSOM APOPKA RV RESORT INC; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Mr. Martinez presented the project advising there had been no changes since the first reading.

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

MOTION by Commissioner Nolan, and seconded by Commissioner Becker, to adopt Ordinance No. 2668. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, and Nolan voting aye.

9. **Ordinance No. 2669 – First Reading – Bear Management Program & Containers.** The City Clerk read the title as follows:

ORDINANCE NO. 2669

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING CHAPTER 66 “SOLID WASTE” OF THE CODE OF ORDINANCES OF THE CITY OF APOPKA, BY AMENDING ARTICLE II, DIVISION 1, SECTION 66-36 “DEFINITIONS;” SECTION 66-37 “AUTHORITY OF PUBLIC SERVICES DIRECTOR;” SECTION 66-40 “SPECIAL COLLECTION PROBLEMS;” SECTION 66-65 “PREPARATION OF MATERIALS FOR COLLECTION;” SECTION 66-66 “PLACEMENT OF MATERIALS FOR COLLECTION;” SECTION 66-68 “FEE SCHEDULE – RESIDENTIAL;” AND SECTION 66-90 “PREPARATION OF MATERIALS FOR COLLECTIONS;” AND; PROVIDING DEFINITIONS; PROVIDING FOR APPLICABILITY; PROVIDING FOR A BEAR MANAGEMENT AREA; PROVIDING FOR ENFORCEMENT AND FINES; PROVIDING FOR PENALTIES; PROVIDING FOR CONFLICT, SEVERABILITY; AND AN EFFECTIVE DATE.

Jay Davoll, Public Services Director, said this ordinance is to update our solid waste ordinance for the possibility of providing bear carts. He reviewed a map of the area listed in the ordinance. He advised the City has applied for a grant to help support the purchase of these carts. All policies will be put in place if we receive the grant. He advised there is a better opportunity of being approved for the grant with the changes to the ordinance in place.

Mayor Nelson advised he had distributed some background information regarding the grant.

In response to Commissioner Bankson, Mr. Davoll advised if a resident is not in the area, they can obtain a bear cart, but the cart will cost more out of the designated area.

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

MOTION by Commissioner Nolan, and seconded by Commissioner Becker, to approve Ordinance No. 2669 at first reading and hold it over for a second reading. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, and Nolan voting aye.

10. Resolution 2018-10 - FY17/18 Budget Amendment. The City Clerk read the title as follows:

RESOLUTION NO. 2018-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018, PROVIDING FOR A BUDGET AMENDMENT

Jamie Roberson, Finance Director, reviewed the budget amendment in detail. The request is to approve Resolution No. 2018-12, amending the budget for FY 17/18.

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

MOTION by Commissioner Bankson, and seconded by Commissioner Becker, to approve Resolution No. 2018-12. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, and Nolan voting aye.

CITY COUNCIL REPORTS

Commissioner Nolan said the Florida League of Cities conference is coming up and she asked the Commissioners to bring back any comments on the items being voted on to the next meeting that they would like her to make representation on behalf of the City.

Commissioner Bankson requested Code Enforcement look into the area of the Circle K at Sandpiper. In addition, Mayor Nelson suggested they also look at the one across from the UCF Incubator.

MAYOR'S REPORT

Mayor Nelson advised that Bob Ryan was interested in serving on the Planning Commission. He asked Council to ratify his appointment.

MOTION by Commissioner Nolan, and seconded by Commissioner Bankson, to ratify the appointment of Bob Ryan to the Planning Commission. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, and Nolan voting aye.

ADJOURNMENT – There being no further business the meeting adjourned at 3:47 p.m.

Bryan Nelson, Mayor

ATTEST;

Linda F. Goff, City Clerk

Backup material for agenda item:

1. Presentation on Records Destruction. Linda Goff

The background of the slide is a light gray gradient with several realistic water droplets of various sizes scattered across it. The droplets have highlights and shadows, giving them a three-dimensional appearance.

JULY RECORDS MANAGEMENT MONTH

RECORDS DISPOSITION REQUESTS



POLICE DEPARTMENT THE TASK BEGINS



ORGANIZED AND READY FOR DESTRUCTION

Sergeant Kim Walsh and Volunteer Mark Davis worked diligently to organize the records at the Police Department. While all departments worked hard to Organize and prepare records for destruction during July, Records Management Month, the Police Department had the largest number of boxes.



OLDEST RECORD

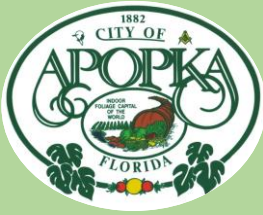
- WHO HAD THE OLDEST RECORD???

1953



Backup material for agenda item:

1. Accept and update signatories with First Green Bank.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: August 15, 2018
 FROM: Administration
 EXHIBITS:

SUBJECT: DESIGNATION OF ACCOUNT SIGNATORIES FOR FIRST GREEN BANK

REQUEST: UPDATE SIGNATORIES TO REMOVE THE CITY ADMINISTRATOR AND FINANCE DIRECTOR. ADD THE NEWLY ELECTED MAYOR, APPOINTED CITY ADMINISTRATOR AND FINANCE DIRECTOR AT FIRST GREEN BANK

SUMMARY:

First Green Bank requires an update to the bank account signatories to remove the former City Administrator (Glenn A. Irby), and Interim Finance Director (Terry Bucy) and add newly elected Mayor (Bryan Nelson), appointed City Administrator (Edward Bass), and appointed Finance Director (Jamie Roberson) as an authorized signatory.

The City has a \$5,000,000 Certificate of Deposit (CD) with First Green Bank.

The banking authorization forms contain confidential information that the City Clerk will provide after the City Council meeting for signature.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

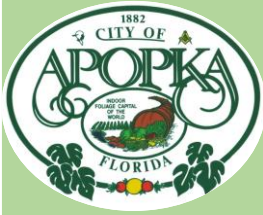
Accept an update to remove former City Administrator Glenn Irby, and Interim Finance Director Terry Bucy as an authorized signatory and add Mayor Bryan Nelson, City Administrator Edward Bass, and Finance Director Jamie Roberson at First Green Bank.

DISTRIBUTION

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

Backup material for agenda item:

2. Award a contract for the construction of the Kit Land Nelson Park Fitness Trails.



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER:

MEETING OF: August 15, 2018
FROM: Administration
EXHIBITS: Contractor Statement
Disney Article & Contractor Permit Docs.

SUBJECT: KIT LAND NELSON PARK FITNESS TRAILS

REQUEST: WAIVER OF THREE REFERENCE BID REQUIREMENT AND AWARD A CONTRACT TO SMITH BROOMFIELD & HOWARD CONSTRUCTION AND RESTORATION LLC.

SUMMARY:

As a grant application requirement City Council approved the second reading of Ordinance No. 2561 on March 15, 2017, amending the Capital Improvement Plan to include a fitness trail in Kit Land Nelson Park. The Florida Department of Environmental Protection awarded the City \$120,000 to Construct a 10' X 2,900 Linear Foot concrete fitness trail in Kit Land Nelson Park with the installation of additional landscaping, lighting, and parking spaces. The grant required a match of \$80,000, which was approved by City Council on August 16, 2017.

On June 20, 2018 City Council approved the rejection of bids received for the construction of the Kit Land Nelson Park Fitness Trails based on the submittals being over budget and qualifications not being met. A re-bid was conducted and opened on July 13, 2018, and one (1) sealed bid was received to construct the Kit Land Nelson Park Fitness Trails.

The bid document requires within the qualifications three references similar to the owner. The contractor has stated that they have primarily worked with Disney the last eight years. Disney has a strict policy on supplying any reference material for contractors. Staff is requesting a waiver for three references based on the information that was presented from the contractor to validate their work history with Disney (attached). The bid does allow a waiver based on the following language "The owner reserves the right to reject any and all bids and to waive any and all irregularity in any bid".

The bid was submitted at \$211,662.47, in order to remain within budget staff will remove from the bid an optional sand base bedding (a superior base has been chosen and included in the adjusted price) and the removal of existing concrete to be completed by city staff. These adjustments will reduce the price by \$23,042.70. An awarded contract amount of \$188,619.77 will allow for a contingency of \$11,380.23 to be utilized for unforeseen costs or added back into the project for completion.

FUNDING SOURCE:

FDEP Grant \$120,000

Reserves \$80,000 - The Kit Land Nelson Park Fitness Trail grant and matching funds were approved on August 16, 2017. The funding source was provided via savings from the general fund for that fiscal year however this amount was never adjusted. The current budget amendment resolution 2018-13 included on this agenda will address these funds needed to complete the project.

RECOMMENDATION ACTION:

Waiver of a three reference bid requirement and award a construction contract to Smith Broomfield & Howard Construction and Restoration LLC. in the amount of \$188,619.77.

DISTRIBUTION

Mayor Nelson
Commissioners
City Administrator
Community Development Director

Finance Director
HR Director
IT Director
Police Chief

Public Services Director
Recreation Director
City Clerk
Fire Chief

From: lsmith@sbhconstruction.com [mailto:lsmith@sbhconstruction.com]
Sent: Wednesday, August 1, 2018 12:52 PM
To: Purchase <Purchase@apopka.net>
Cc: bryan broomfield <bryan@sbhconstruction.com>; showard@sbhconstruction.com;
mrobinson@sbhconstruction.com
Subject: [FWD: FW: SB&H - Diverse Supplier of the Year Award]

Purchase Department,

This is probably the best we're going to get as far as work performance reference, below is an article in which we received an award and recognition of our level of workmanship and quality. This particular award is only given to 1 supplier every year out of a pool of thousands world wide within the Disney organization. As you can see from the article it speaks about projects we've done such as the new construction of a 26,000 sf building amongst many of the projects we've done over the years. I hope by the article below can you assure you of our qualifications and capabilities to meet the scope of work for the award of the Kit Land Nelson Park project. We're also gathering the certificates of completion for the projects referenced. Outside of that with Disney's strict policy in place as it pertains to references I don't know if there's much more we can gather being that we've basically done work for Disney exclusively for the last eight years primarily.

Sincerely,
Lamar Smith

SMITH, BROOMFIELD & HOWARD CONSTRUCTION AND RESTORATION, LLC

"MINORITY BUSINESS ENTERPRISE"

321 West Alfred Street

Tavares, Fl 32778

phone: 407-828-8761 **fax:** 407-828-8764

Disney Recognizes Diverse Supplier of the Year

Filed in: About WDW, Making a Difference, Minority Business

<http://aboutwaltdisneyworldresort.com/releases/disney-recognizes-diverse-supplier-of-the-year/>
LAKE BUENA VISTA, Fla., Feb. 6, 2015

Business leaders from Smith, Broomfield and Howard Construction & Restoration, LLC (SB&H) thought they were attending a regular meeting with representatives from the Walt Disney World Resort recently, but it was actually a celebration of their outstanding service. Leaders from The Walt Disney Company surprised the team with the inaugural “Diverse Supplier of the Year” award.

Tavares-based SB&H is a residential and commercial construction company with more than 45 years of building industry experience. The company completed its first Disney project – a small office renovation – in 2010. That initial contract opened the door to other Disney projects of increasing scope and complexity, including the renovation of the End Zone Food Court at Disney’s All-Star Sports Resort in 2013 and this year’s relocation of two Cast retail locations to a new 26,000-square-foot facility.

“When we first started, it was just the three partners,” said Lamar Smith, president and chief financial officer of SB&H. “Since working with Disney, we’ve added full-time office personnel and 10 guys working in the field. We have grown beyond our wildest dreams.”

Disney is committed to appealing to broad audiences and reflecting the diversity and multiculturalism of the world. The “Diverse Supplier” award is one of six design and construction awards being given this year. The others are Overall Supplier, Sustainable Supplier, Outstanding Service, Strategic Partner and Creativity/Innovation.

“Including diverse suppliers in our sourcing process provides us the greatest opportunity to develop the most innovative, highest-quality and cost-effective business solutions,” said Eugene Campbell, vice president of Supplier Diversity for The Walt Disney Company. “This approach not only strengthens our company on the inside, but it also supports our community on the outside. It’s exciting when Disney gets to be a part of the growth of a local business like SB&H.”



Disney Recognizes Diverse Supplier of the Year

Business leaders from Smith, Broomfield and Howard Construction & Restoration, LLC (SB&H) thought they were attending a regular meeting with representatives from the Walt Disney World Resort recently, but it was actually a celebration of their outstanding service. Leaders from The Walt Disney Company surprised the team with the inaugural “Diverse Supplier of the Year” award.

CERTIFICATE OF SUBSTANTIAL COMPLETION

CONTRACT #: 4503426679

CONTRACT DATE: 9/17/2013

PROJECT REF. #: 13WL-0959

CONTRACTOR: Smith, Broomfield & Howard Construction


PROJECT: Property Control Relocation
(or portion of the project designated for partial occupancy or use)

Pursuant to the provisions of Section 9.4 of the General Conditions of the Contract for Construction, this is to certify that the Work under the above referenced Contract has been substantially completed on 3/20/2015 (the "Date of Substantial Completion") and a Punch List shall be issued within twenty (20) days.

Commencing on the day following the Date of Substantial Completion, the Owner shall have responsibility for maintenance of the Project, utilities serving the Project and casualty insurance covering the Project; provided, however, that nothing herein contained shall relieve Contractor of its responsibilities under Article 11 of the General Conditions of the Contract for Construction during the period following the Date of Substantial Completion of the Work and final completion.

The Date of Substantial Completion of the Project, or portion designated above, is the date established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents.

As provided in Section 9.4.1 of the General Conditions of the Contract for Construction, this Certificate of Substantial Completion shall constitute a demand for an Application for Payment (including all costs and/or fees for any outstanding revisions and itemized projections for any incomplete Work), and the Contractor shall conclusively be deemed to have waived the right to payment of any item or fee or cost not billed within thirty (30) days of the date noted above. The issuance of this Certificate of Substantial Completion shall not constitute a waiver of any right of the Owner and/or any related company of Owner hereunder including, without limitation, the right to those retainages permitted by the Contract Documents.


CONTRACTOR'S signature


OWNER'S REPRESENTATIVE signature



Reedy Creek Improvement District Building and Safety Department

1900 Hotel Plaza Blvd - 2nd Floor, Lake Buena Vista, FL 32830

www.rcid.org

PERMIT

Facility Construction Building Permit - New Structure

BD17-0163

Issued Date: 06/13/2017

In consideration of the granting of this permit, it is agreed that in all respects the work will be performed and completed in accordance with the permitted plans and the applicable codes for Reedy Creek Improvement District. This permit may be revoked at any time upon the violation of any of the provisions of said laws, ordinances or rules and regulations or upon any change in the plans and specifications unauthorized by this department. Permit void after six months from the date of issuance if work is not started or if work is suspended for a period of six months. Section 305.3 E.B.C.

Area: EPCOT

Construction Address: MOROCCO FESTIVALS COOLER
1792 AVENUE OF THE STARS BAY LAKE

Owner: WALT DISNEY PARKS AND RESORTS US, INC
P O BOX 10000 LAKE BUENA VISTA FL 32830

Contractor: SMITH BROOMFIELD & HOWARD CONSTRUCTION & RESTORATION
321 W ALFRED ST TAVARES FL 32778
FL License #: CB C059039 4078288761

Square Footage: 775

Construction Type: VIU

Number of Stories:

Occupancy: B2

Code Year: 2015

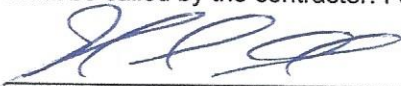
Job Cost:

Total Permit Fee

Description: EP BOH Morocco Festivals Support Building
Build new dry storage (PEMB) and coolers to include concrete, electrical and fire sprinklers

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

All reinspections or additional inspections will be charged at a rate established by Reedy Creek Improvement District. Payment must be made prior to the issuance of a certificate of occupancy or completion. A final inspection of work must be called by the contractor. Failure to do so will result in denial of future building permits to the contractor.


Signature of Contractor or Agent

Date


Print Name

To schedule inspections, please call the automated Interactive Voice Response system at (407) 828-4466.

Inspections That May Apply:

100 Foundation

(407) 828-2034/Main + (407) 828-4466/Inspections + (407) 828-2416/Fax

Page 1 of 3

"One District, One Goal - Excellence"



**Reedy Creek Improvement District
BUILDING AND SAFETY DEPARTMENT**

1900 Hotel Plaza Blvd - 2nd floor Lake Buena Vista, FL 32830

www.rcid.org

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY that the construction work or use of the premises described herein below has been duly inspected and is acceptable for occupancy as stated herein.

Permit Number: BD17-0163

Building: MOROCCO FESTIVALS COOLER
1792 AVENUE OF THE STARS

Project: EP BOH Morocco Festivals Support Building

Owner: WALT DISNEY PARKS AND RESORTS US, INC
P O BOX 10000 LAKE BUENA VISTA, FL
LAKE BUENA VISTA FL 32830

EPCOT CODE YEAR: 2015 Type: VIU Occupancy: B2 Sq. Ft.: 775 Occupant Load: 4

Approved by:

Date: 02/05/2018

This Certificate is issued in accordance with the laws, regulations and codes of the Reedy Creek Improvement District and is properly under the jurisdiction of the Department of Building and Safety.

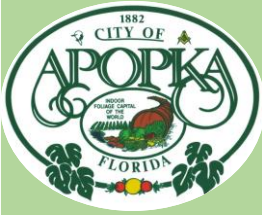
It is specifically understood that the Certificate becomes null and void and revoked when secured through fraud or misrepresentation as to a material fact in the application or plans upon which a permit was based, without approval of the Department of Building and Safety.

**JERRY WOOLDRIDGE, Building Official
Department of Building and Safety**

POST ON PREMISES AT ALL TIMES

Backup material for agenda item:

3. Authorize the renewal of a roll-off container franchise agreement for an additional term of two (2) years.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: August 15, 2018
FROM: Public Services
EXHIBITS:

SUBJECT: RENEWAL FOR THE NON-EXCLUSIVE FRANCHISE FOR ROLL-OFF CONTAINER COLLECTION AND DISPOSAL OF WASTE IN THE CITY OF APOPKA WITH MID FLORIDA MATERIALS.

REQUEST: AUTHORIZE A TWO-YEAR RENEWAL FOR MID FLORIDA MATERIALS.

SUMMARY:

On July 1, 2015, the City Council approved Resolution No. 2015-12, granting Mid Florida Materials, a non-exclusive franchise for roll-off collection.

This franchise agreement expired July 1, 2018, and the current agreement authorizes an additional two-year extension, at the option of the City.

This agreement yields a minimum \$960.00 annually for the City.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Authorize the renewal of the franchise agreement with Mid Florida Materials for the additional term of two (2) years.

DISTRIBUTION

Mayor Nelson
Commissioners
City Administrator
Community Development Director

Finance Director
HR Director
IT Director
Police Chief

Public Services Director
Recreation Director
City Clerk
Fire Chief

Backup material for agenda item:

4. Approval of alcohol sales at the Sunday Fun Day event at Northwest Recreation Complex on September 2, 2018.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: August 15, 2018
FROM: Recreation
EXHIBITS:

SUBJECT: SUNDAY FUN DAY EVENT

REQUEST: APPROVAL OF ALCOHOL SALES AT THE SUNDAY FUN DAY EVENT

SUMMARY:

Ordinance No. 2376 requires City Council approval for the sale, consumption and carrying of alcoholic beverages on City-owned property during events or programs.

The Bahia Shrine would like to sell beer and wine at the Sunday Fun Day event to be held at the Northwest Recreation Complex on Sunday, September 2, 2018. The Shrine has obtained the alcohol permit and has provided the city with the necessary liability insurance. They will purchase the products, provide all staffing for the sales and will keep any funds generated to benefit the Bahia Shrine.

FUNDING SOURCE:

N/A - The Shrine will purchase all products necessary for the beer & wine sales.

RECOMMENDATION ACTION:

Approve the Shrine to provide beer and wine sales for the Sunday Fun Day event on September 2, 2018.

DISTRIBUTION

Mayor Nelson
Commissioners
City Administrator
Community Development Director

Finance Director
HR Director
IT Director
Police Chief

Public Services Director
Recreation Director
City Clerk
Fire Chief

Backup material for agenda item:

5. Approve a fee structure for room rental fees at the Apopka Community Center & Fran Carlton Center.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: August 15, 2018
 FROM: Recreation
 EXHIBITS:

SUBJECT: APOPKA COMMUNITY CENTER & FRAN CARLTON CENTER

REQUEST: ROOM RENTAL RATE APPROVAL

SUMMARY:

Currently there are no designated rates for meetings held during business hours for the weekday use of the Fran Carlton Center or the Apopka Community Center. Staff is proposing an hourly meeting room rate of \$25 per hour for the Fran Carlton Center and \$35 per hour for the Apopka Community Center for civic and non-profit groups to host meetings Monday-Thursday during regular business hours (8am-5pm). The new fee rate is subject to final application approval and based on availability (setup & breakdown is not included).

Regular facility rental rates for private event rentals are shown below:

FACILITY	RESIDENT	NON RESIDENT	NON-PROFIT
APOPKA COMMUNITY CENTER	\$75 PER HR PLUS TAX	\$100 PER HR PLUS TAX	\$65 PER HR NO TAX
FRAN CARLTON CENTER	\$60 PER HR PLUS TAX	\$75 PER HR PLUS TAX	\$55 PER HR NO TAX

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Approve the weekday meeting room rates for the Fran Carlton Center (\$25hrly) & the Apopka Community Center (\$35hrly).

DISTRIBUTION

Mayor Nelson
 Commissioners
 City Administrator
 Community Development Director

Finance Director
 HR Director
 IT Director
 Police Chief

Public Services Director
 Recreation Director
 City Clerk
 Fire Chief

Backup material for agenda item:

1. Buffer Variance Appeal – Hidden Lake Reserve Subdivision David Moon
Project: TGINF, LLC – Location: 501 Old Dixie Highway



CITY OF APOPKA CITY COUNCIL

_____ CONSENT AGENDA
_____ PUBLIC HEARING
 X SPECIAL REPORTS
_____ OTHER:

MEETING OF: August 15, 2018
FROM: Community Development
EXHIBITS: Vicinity Map
Aerial Map
Zoning Map
Application/Appeal
Site Plan
PC Staff Report VAR18-06
PC Meeting Minutes 06-12-18
Variance/Appeal Procedures

SUBJECT: BUFFER VARIANCE APPEAL – 501 OLD DIXIE HIGHWAY

REQUEST: APPEAL A DECISION BY THE PLANNING COMMISSION REGARDING A VARIANCE OF THE APOPKA CODE OF ORDINANCES, PART III, LAND DEVELOPMENT CODE, ARTICLE II, SECTION 2.02.07(H)(1)(a), TO ALLOW NO SCREENING WALL THE LENGTH OF PROPOSED RETENTION PONDS ON NORTH BRADSHAW ROAD OR EASTERN PROPERTY LINE IN LIEU OF REQUIRED SIX FOOT TALL BRICK, STONE OR DECORATIVE BLOCK WALL.

SUMMARY:

OWNER: TGINF, LLC c/o Alan Goldberg
LOCATION: 501 Old Dixie Highway
PARCEL ID #: 09-21-28-0000-00-006
LAND USE: Medium Low Density Residential (0 – 7.5 du\ac)
ZONING: R-3 (Residential Multiple-Family)
EXISTING USE: Vacant
TRACT SIZE: 15.88 +/- Acres

FUNDING SOURCE: N/A

DISTRIBUTION

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

VARIANCE SUMMARY: The Planning Commission, at its meeting on June 12, 2018, approved the applicant’s request for a variance of the Apopka Code of Ordinances, Part III, Land Development Code, Article II, Section 2.02.07(H)(1)(a) to allow a six-foot high brick wall as screening adjacent to North Bradshaw Road or eastern property line be constructed to a point within 25 feet of the wetland line for property owned by TGINF, LLC, c/o Alan Goldberg, and located at 501 Old Dixie Highway in reference to a proposed townhome development, Hidden Lake Reserve. No screening is required for the within 25-feet of the wetland line for subject property. The approval was based on Planning Commission determination that there was a positive finding for all of the seven criteria required for approval of a variance. Minutes for the Planning Commission meeting show that the variance was approved based on the following:

1. There are practical difficulties in carrying out the strict letter of the regulation [in] that the requested variance relates to a hardship due to characteristics of the land and not solely on the needs of the owner.

PC FINDING: The Planning Commission found a **Positive Finding** for this criteria because there are practical difficulties in carrying out the strict letter of the regulation that the requested variance relates to a hardship due to the characteristics of the land such as the existing waterbody and slope on the eastern boundary line of the property.

2. The variance request is not based exclusively upon a desire to reduce the cost of developing the site.

PC FINDING: The Planning Commission **Positive Finding** for this criteria.

3. The proposed variance will not substantially increase congestion on surrounding public streets.

PC FINDING: The Planning Commission found a **Positive Finding** for this criteria because the proposed variance will not substantially increase congestion on surrounding public streets.

4. The proposed variance will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site.

PC FINDING: The Planning Commission found a **Positive Finding** for this criteria because the proposed variance will not substantially diminish property values in, not alter the essential character of, the area surrounding the site.

5. The effect of the proposed variance is in harmony with the general intent of this code and the specific intent of the relevant subject area(s) of the code.

PC FINDING: The Planning Commission found a **Positive Finding** for this criteria because the effect of the proposed variance is not in harmony with the general intent of this code and the specific intent of the relevant subject area(s) of the code.

6. Special conditions and circumstances do not result from the actions of the applicant.

PC FINDING: The Planning Commission found a **Positive Finding** for this criteria because there are no special conditions or circumstances that resulted from the actions of the applicant.

7. That the variance granted is the minimum variance which will make possible the reasonable use of the land, building or structure. The proposed variance will not create safety hazards and other detriments to the public.

CITY COUNCIL – AUGUST 15, 2018
TGINF, LLC - HIDDEN LAKE - VARIANCE APPEAL REQUEST
PAGE 3

PC FINDING: The Planning Commission found a **Positive Finding** for this criteria because the variance granted is the minimum variance which will make possible the reasonable use of the land, building or structure and will not create safety hazards and other detriments to the public.

In addition, the Planning Commission recommended that a 6-foot tall brick wall be constructed on the western boundary of the project, abutting Apopka Elementary School. A 6-foot tall brick wall is required by Code for the southwestern portion of the boundary abutting single family residential uses. There is an existing 6-foot tall brick wall within the 10-foot wide buffer on the north perimeter within Clayton Estates. Due to this existing brick wall, Staff has determined that the intent of Land Development Code (LDC) Section 2.2.07(H)(5) that requires multi-family developments adjacent to single-family developments to provide a minimum six-foot-high brick, stone or decorative block finished wall within a ten-foot landscaped bufferyard has been met for the north perimeter.

The staff report and meeting minutes from the Planning Commission meeting on June 12, 2018 are attached.

The applicant, Alan Goldberg, filed an appeal to the City Clerk's office on July 11, 2018 (appeal application and letter attached) requesting no buffer wall on portions beyond the 25-foot upland buffers of the wetland area on the eastern boundary abutting the retention ponds for the proposed Hidden Lake Reserve Subdivision.

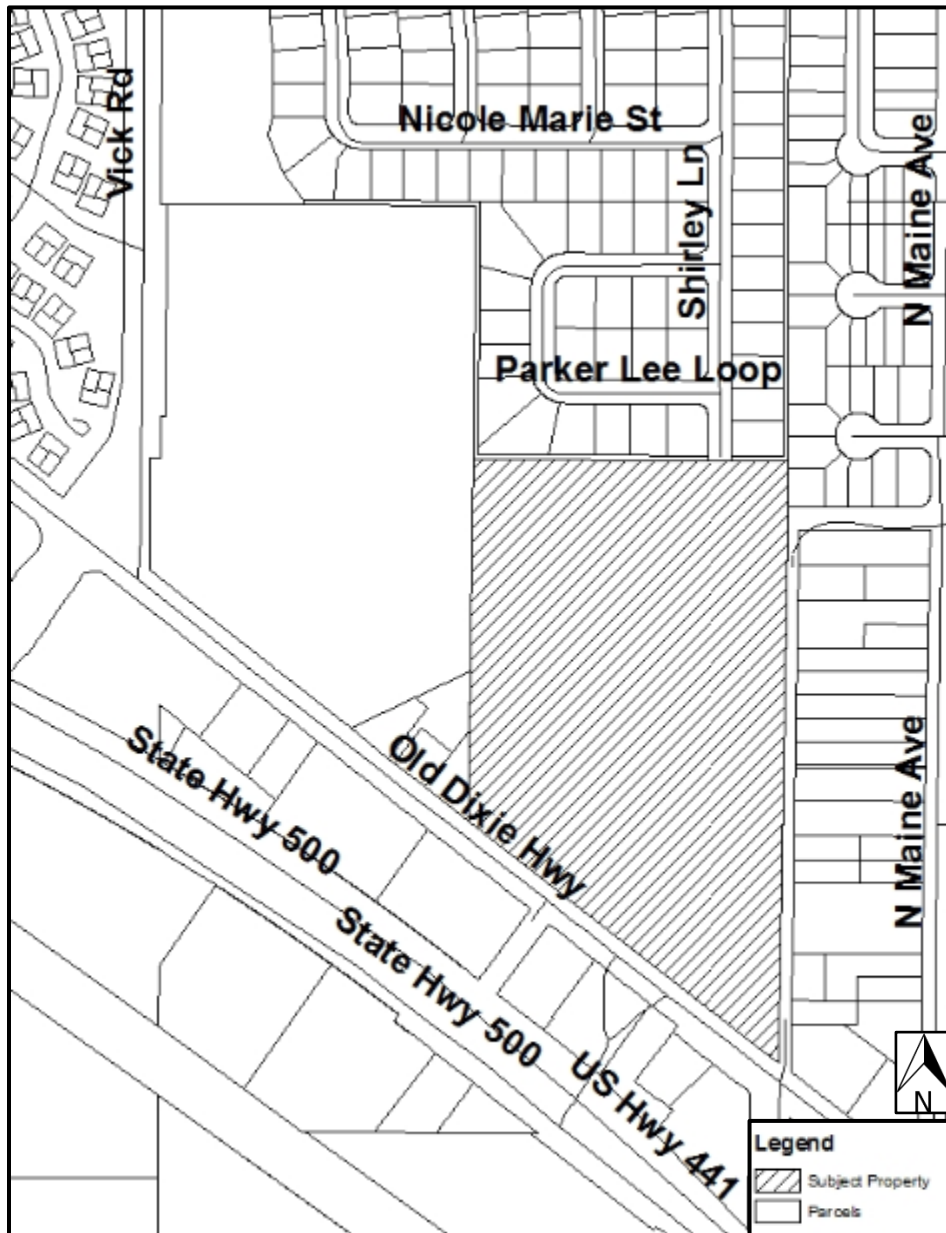
Procedures for processing a variance request are found within Section 10.02.00, LDC, and for addressing an appeal are found within Section 12.05.00, LDC. A copy of both Sections are provided within the Exhibits.

DULY ADVERTISED:

July 27, 2018 - Public Notice

Owner: TGINF, LLC c/o Alan Goldberg
Applicant: Alan Goldberg
Parcel I.D. No: 09-21-28-0000-00-006
Location: 501 Old Dixie Highway
Total Acres: 15.88 +/- Acres

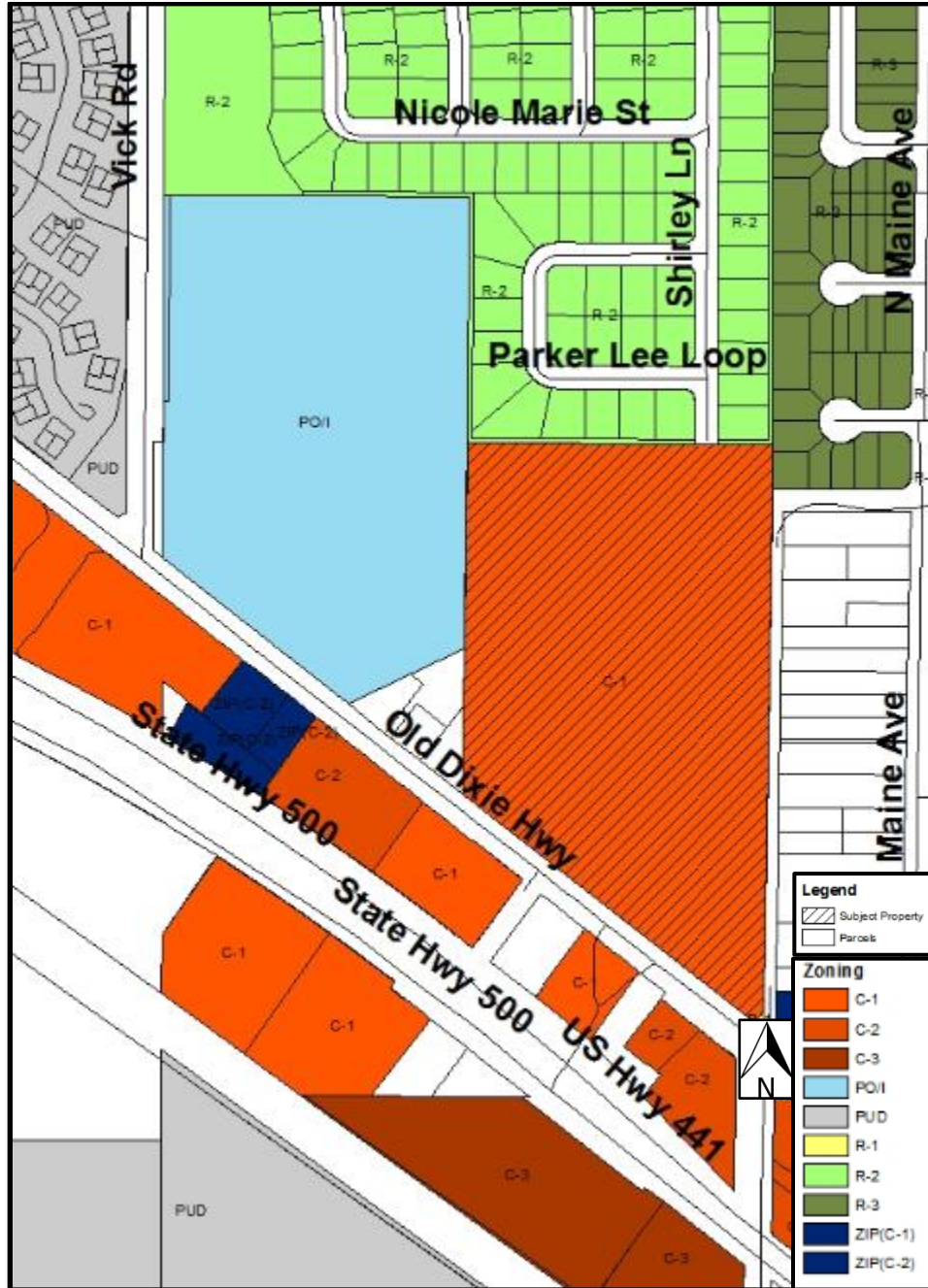
VICINITY MAP

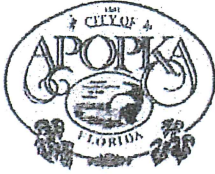


AERIAL MAP



ZONING MAP





City of Apopka
 Community Development Department
 120 E. Main Street, 2nd Floor, Apopka, Florida 32703
 407-703-1739 - Phone -- 407-703-1791 - Fax

- FOR OFFICIAL USE ONLY -	
DATE SUBMITTED:	7-11-18
FEE PAID: \$	150.00
CHECK #:	142
RECEIPT #:	96731

APPLICATION FOR VARIANCE

PUBLIC HEARING	
Check Applicable Request	
<input type="checkbox"/>	Variance
<input checked="" type="checkbox"/>	Appeal
<input type="checkbox"/>	Other

Owner(s) Information					
Name:		Tginf LLC			
Street Address:		307 Beloit Ave			
City:	Winter Park	State:	FL	Zip:	32789
Phone:		Fax:		E-mail:	
Petitioner Information					
Name:		Old Dixie 15, LLC (Allan Goldberg, Manager)			
Street Address:		100 S. Virginia Ave., Unit 201			
City:	Winter Park	State:	FL	Zip:	32789
Phone:	407-947-4225	Fax:		E-mail:	goldgator@gmail.com
Property Information					
Parcel I.D. #(s):		09-21-28-0000-00-006			
Existing Land Use:		Residential Medium-Low		Existing Zoning: R-3	
Existing Use:		vacant w/unnamed water body		Proposed Use: 92 townhome units	
Legal Description:		see legal description provided with this submittal			
Identify Abutting Roads:		north of Old Dixie Hwy. & west of N. Bradshaw Rd.			
Size (acres):		15.73		Number of Lots: 92	

Rev. 03-14-17

RECEIVED

JUL 11 2018

City Clerk's Office

VAR18-06 Appeal.

Old Dixie 15 LLC
100 S. Virginia Ave Unit 201
Winter Park, FL 32789
(407) 947-4225

City Clerk
City of Apopka

RE: Hidden Lake Reserve Application for Variance
City of Apopka Planning Commission
June 12, 2018

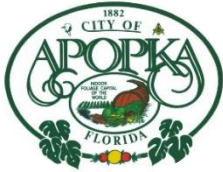
Statement for Appeal of the City of Apopka's Planning Commission Decision

We respectfully appeal the decision that a hardship was only granted for the body of the lake, associated wetland and associated 25-foot upland buffers along the eastern boundary of the property.

We believe that our request for a hardship for the property line behind the retention ponds adjacent to the 25-foot buffers should have also been granted due to the steep topography of those areas and its associated construction of a wall, according to the Apopka Code of Ordinances, Part III, Lake Development Code Article II, Section 2.002.07(H)(1)(a). We also disagree with the Planning Commission and staff's interpretation that Bradshaw Street is a roadway as intended in the above noted ordinance.

We respectfully request that the City Commission address this request and grant a hardship for those areas and allow the use of an alternative to the required 6 foot-high brick or masonry wall. See the attached sketch.

Allan Goldberg, Manager
Old Dixie 15 LLC
July 11, 2018



CITY OF APOPKA PLANNING COMMISSION

- PUBLIC HEARING
- SITE PLAN
- SPECIAL REPORTS
- OTHER: Variance

MEETING OF: June 12, 2018
 FROM: Community Development
 EXHIBITS: Vicinity Map
 Aerial Map
 Zoning Map
 Application
 Site Plan
 Proposed Fence
 OCPS DRC Comments

SUBJECT: BUFFER VARIANCE REQUEST – 501 OLD DIXIE HIGHWAY

REQUEST: APPROVE A VARIANCE OF THE APOPKA CODE OF ORDINANCES, PART III, LAND DEVELOPMENT CODE, ARTICLE II, SECTION 2.02.07(H)(1)(a), TO ALLOW A 6-FOOT HIGH ALUMINUM FENCE WITH MASONRY COLUMNS FOR PORTIONS OF THE PROPOSED WALL LENGTH AND A 6-FOOT HIGH VINYL FENCE AS PART OF SCREENING IN AREAS ADJACENT TO NORTH BRADSHAW ROAD OR EASTERN PROPERTY LINE IN LIEU OF REQUIRED 6 FOOT TALL BRICK, STONE OR DECORATIVE BLOCK WALL.

SUMMARY:

OWNER: TGINF, LLC c/o Alan Goldberg
 LOCATION: 501 Old Dixie Highway
 PARCEL ID #: 09-21-28-0000-00-006
 LAND USE: Medium Low Density Residential (0 – 7.5 du\ac)
 ZONING: R-3 (Residential Multiple-Family)
 EXISTING USE: Vacant
 TRACT SIZE: 15.88 +/- Acres

DISTRIBUTION

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

VARIANCE REQUEST SUMMARY: Section 2.02.07(H)(1)(a) – Bufferyard requirements. A six-foot-high brick, stone or decorative block finished wall adjacent to all external roadways, erected inside a minimum ten-foot landscaped bufferyard. Landscape material 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.

Variance Request - Code Standard, Sec. 2.02.07(H)(1)(a) – Bufferyard requirements – A six-foot-high brick, stone or decorative block finished wall adjacent to all external roadways, erected inside a minimum ten-foot landscaped bufferyard..

- *Applicant Request* - Allow a 6' high masonry wall or 6' high aluminum fence with columns for 50% of the proposed wall length and the use of a 6' high vinyl fence or a landscape barrier as a screening method in areas with excessive sloping conditions for a substitute to the required six-foot-high brick, stone or decorative block finished wall adjacent to the North Bradshaw Road or eastern property line.

VARIANCE PROCESS: Per Land Development Code Section 10.02.00, the Planning Commission shall follow two steps to approve a variance:

- Step 1: Section 10.02.02.A, Limitations on Granting Variances. The Planning Commission “shall first determine whether the need for the proposed variance arises out of the physical surroundings, shape topographical conditions, or other physical or environment conditions that are unique to the specific property involved.” This is known as a physical hardship. If the Planning Commission makes this determination, then it must take action on the seven variance criteria set forth in Section 10.02.02.B.
- Step 2: Section 10.02.02.B, Required Findings. Once a “physical hardship” has been determined, the Planning Commission shall not vary from the requirements of any provision of the LDC unless it makes a positive finding, based on substantial competent evidence, on the seven variance criteria.

APPLICABLE CITY CODES:

1. Section 2.02.15(G)(3) – Areas adjacent to residential uses or districts shall provide a six-foot-high masonry wall within a minimum of 50-foot landscaped bufferyard.

Variance Hardship Determination (Step 1): The first step of the variance determination process is to determine if a hardship occurs pursuant to Section 10.02.02.A, “whether the need for the proposed variance arises out of the physical surroundings, shape topographical conditions, or other physical or environment conditions that are unique to the specific property involved.”

Staff Response: Staff supports a physical and environmental condition hardship because wetlands extend across the North Bradshaw Road right-of-way, and grade. A staff recommendation is provided herein.

Seven Variance Criteria Findings (Step 2): If the Planning Commission accepts the hardship in Paragraph A. above, the second step is to make a finding on the seven criteria below. The Planning Commission must make a positive finding, based on substantial competent evidence, on each of the following seven criteria:

1. There are practical difficulties in carrying out the strict letter of the regulation [in] that the requested variance relates to a hardship due to characteristics of the land and not solely on the needs of the owner.

Applicant's Response: Yes. The variance has also previously been discussed with City Staff to ensure it will conform to the intended outline of the City's comprehensive plan. The Hidden Lake Reserve eastern property line abuts the existing 25' wide North Bradshaw Road right-of-way. Currently, North Bradshaw Road is an unimproved right-of-way. Wetlands extend across the right-of-way, creating a difficulty to construct a ten-foot buffer and a brick wall. In addition, the Hidden Lake Reserve natural topography has excessive slopes to the unnamed waterbody. This sloping condition is most prominent along the eastern property line (North Bradshaw Road).

Staff's Response: No objection.

2. The variance request is not based exclusively upon a desire to reduce the cost of developing the site.

Applicant's Response: The Hidden Lake Reserve grading must address excessive sloping while meeting existing grades along the eastern property line. This sloping condition provides challenges in the constructability of a brick, stone or decorative block wall to screen an unimproved right-of-way, while dealing with an existing waterbody.

Staff's Response: No objection.

3. The proposed variance will not substantially increase congestion on surrounding public streets.

Applicant's Response: The Hidden Lake Reserve eastern bufferyard proposes a screening option and will not increase congestion on any surrounding public streets. Additionally, there is no increase in the proposed PDP application units or traffic distribution to the unimproved North Bradshaw Road.

Staff's Response: No objection.

4. The proposed variance will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site.

Applicant's Response: The proposed Hidden Lake Reserve eastern bufferyard will not diminish property values, nor alter the essential character of the area surrounding the site. The subject property will provide the code required bufferyard width along the eastern property line.

Staff's Response: City staff does not hold professional expertise to address property values.

5. The effect of the proposed variance is in harmony with the general intent of this code and the specific intent of the relevant subject area(s) of the code.

Applicant's Response: The proposed Hidden Lake Reserve eastern bufferyard is in harmony with the intent of this code. The subject property will provide a 10' wide

landscaped bufferyard with optional forms of screening methods, which is the intent of the minimum 10' wide bufferyard with six-foot-high brick, stone or decorative block finished wall.

Staff Response: No objection.

6. Special conditions and circumstances do not result from the actions of the applicant.

Applicant's Response: The proposed Hidden Lake Reserve eastern bufferyard will not create a special condition or circumstance. The subject property will provide a 10' wide landscaped bufferyard with optional forms of screening methods.

Staff Response: No objection.

7. That the variance granted is the minimum variance which will make possible the reasonable use of the land, building or structure. The proposed variance will not create safety hazards and other detriments to the public.

Applicant's Response: The proposed Hidden Lake Reserve eastern bufferyard will provide a 10' wide landscaped bufferyard with a minimum 6' high vinyl fence or landscape barrier as a screening method on excessively sloped areas of the site. Utilizing the use of a fence or landscape barrier will allow a more constructible screening method on the excessive slopes, thus providing a minimum variance from the code. The subject property will provide the code required bufferyard width and will not create a safety hazard or detriment to the public.

Staff Response: No objection.

RECOMMENDATION ACTION:

Planning Commission Role: Based on the information provided by the applicant at the hearing for the variance requested, Planning Commission must first determine that sufficient substantially competent information indicates “whether a need for the proposed variance arises out of the physical surroundings, shape topographical conditions, or other physical or environment conditions that are unique to the specific property involved.” If so, then the Planning Commission must find that substantially competent information occurs to accept each of the seven variance criteria.

Planning Commission Role: Planning Commission has the authority to approve, deny, or approve with conditions the requested variance.

If Planning Commission approves the Variance, the following language is recommended:

Staff supports the following:

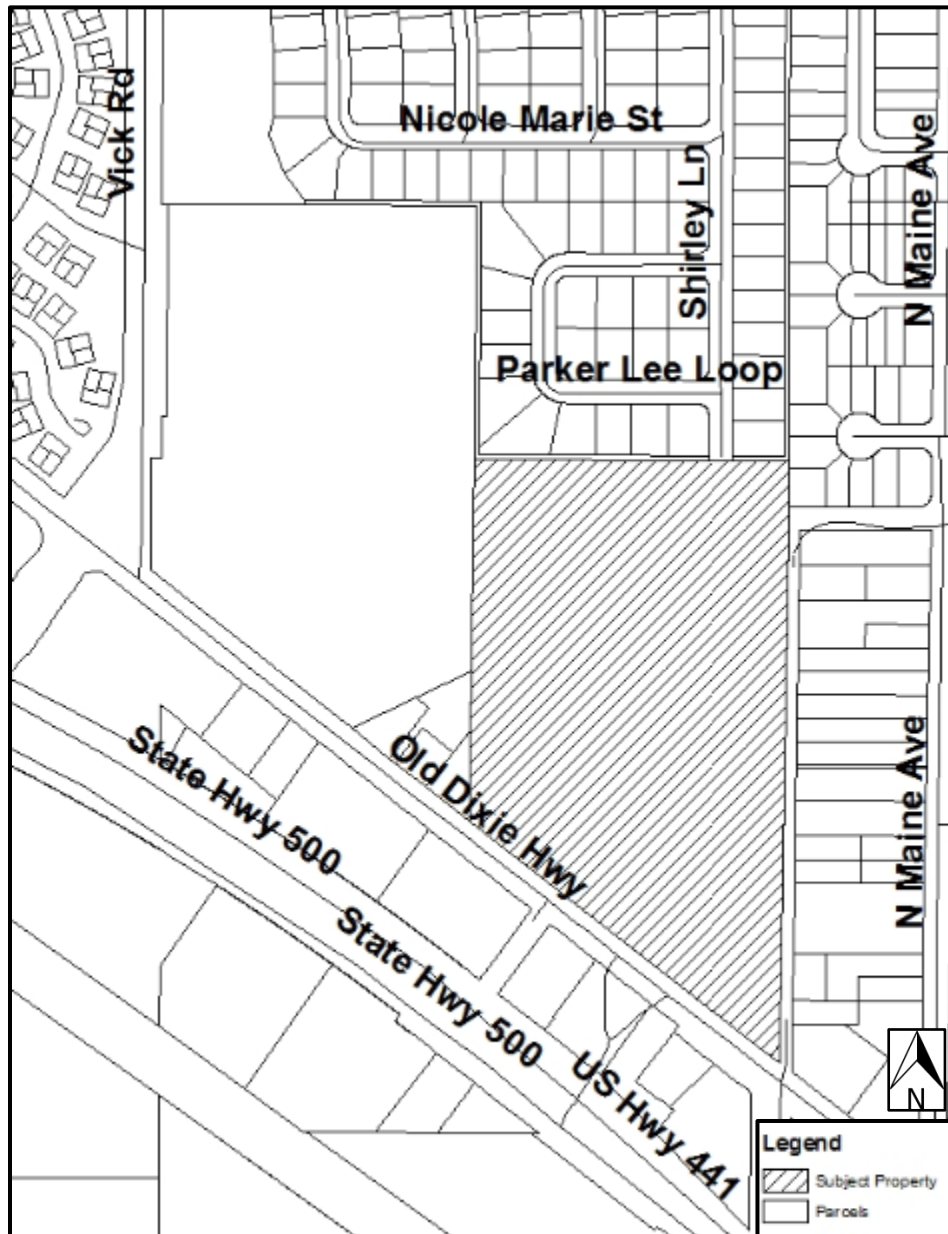
- (a) North of the lake -- A six-foot high brick wall and ten-foot buffer tract shall run from the northeast corner to a point nearest the lift station. From that point south, a wrought-iron style fence or brick wall shall extend southward to a point no closer than 25 feet from the wetland line. Staff supports variance to waive the brick wall from the southern-most upland buffer line to the northern-most 25-foot upland buffer line); and
- (b) South of the Lake: A six-foot high brick wall shall extend from the southwest corner to the north-south apex, and a wrought-iron or brick wall shall be constructed to a point within 25 feet of the wetland line.

Applicant requests: Approve a variance from Section 2.02.07(H)(1)(a), Land Development Code, to allow a 6-foot tall vinyl fence 239 feet from the most southeastern point of the parcel along N. Bradshaw Road to the conservation point, 282 feet at length. As well as, a vinyl fence after 273 feet from the most northeastern point to the lift station on N. Bradshaw Road to the conservation point, 141 feet at length. The variance shall expire at the time the site redevelops, allowing conformance to the buffer requirements applicable at that time.

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.

Owner: TGINF, LLC c/o Alan Goldberg
Applicant: Alan Goldberg
Parcel I.D. No: 09-21-28-0000-00-006
Location: 501 Old Dixie Highway
Total Acres: 15.88 +/- Acres

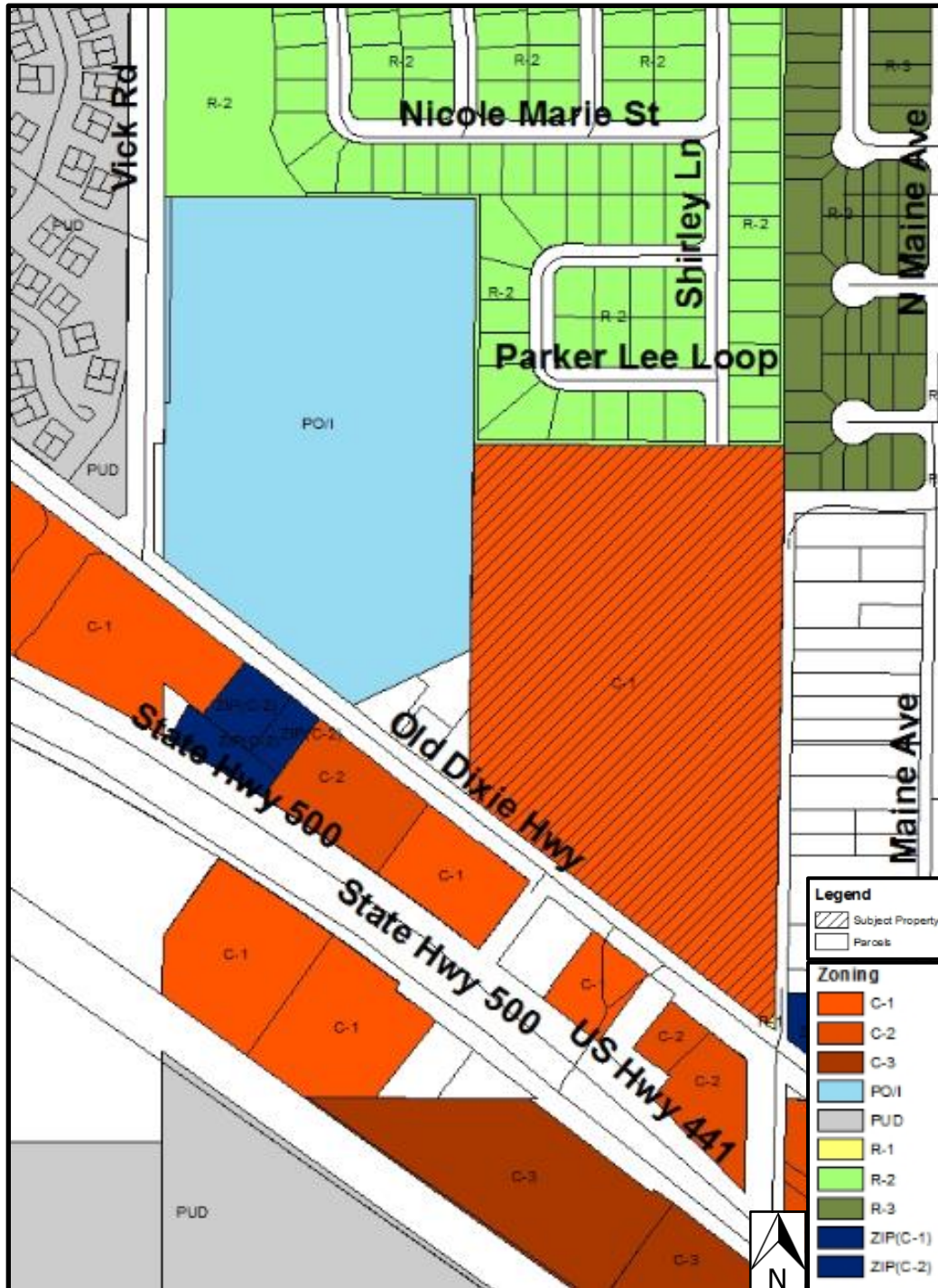
VICINITY MAP



AERIAL MAP



ZONING MAP



MINUTES OF THE PLANNING COMMISSION REGULAR MEETING HELD ON JUNE 12, 2018, AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS, APOPKA, FLORIDA.

MEMBERS PRESENT: James Greene, Linda Laurendeau, Patrice Phillips, Roger Simpson, and John Sprinkle

ABSENT: Jose Molina, Butch Stanley, Orange County Public Schools (Non-voting)

STAFF PRESENT: David Moon, AICP - Planning Manager, Richard Earp – City Engineer, Patrick Brackins – City Attorney, Bobby Howell - Senior Planner, Jean Sanchez – Planner II, Phil Martinez – Planner I, and Jeanne Green – Recording Secretary.

OTHERS PRESENT: Luke Classon, Eric Wells, Jim Hanson, Julie Kendig, Adam Dyson, Sarah Maier, Mark Nelson, Derek Ryan, Eric Jay, Tracy Jay, Tom Sullivan, Dave Hoffman, Dave Stokes, Bobby Wanas, Linda Lanosa, Rodney Sapp, Valendy Purre, Fraser Gunter, Scott Banta, Bill Pigozzi, Scott Glass, Geoff Summit, and Teresa Sargeant.

OPENING AND INVOCATION: Chairperson Greene called the meeting to order and asked for a moment of silent prayer. The Pledge of Allegiance followed.

APPROVAL OF MINUTES: Chairperson Greene asked if there were any corrections or additions to the regular meeting minutes of May 22, 2018, at 5:30 p.m.

Motion: **John Sprinkle made a motion to approve the Planning Commission minutes from the regular meeting held on May 22, 2018, at 5:30 p.m. and seconded by Roger Simpson. Aye votes were cast by James Greene, Linda Laurendeau, Patrice Phillips, Roger Simpson, and John Sprinkle (5-0).**

QUASI-JUDICIAL – CHANGE OF ZONING – Chairperson Greene stated this is a request to request to find the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding areas, recommending approval of the proposed Change of Zoning from R-1AA to R-1 for the property owned by JTD Land at Rogers Road, LLC, and located at 1455 West Lester Road.

Chairperson Greene asked if there were any affected parties in attendance that wished to speak. No one spoke.

Chairperson Greene asked if the Commission members had any ex parte communications to divulge regarding this item. No ex parte communications occurred.

Staff Presentation: Phil Martinez, Planner I, stated this is a request to request to find the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding areas, recommending approval of the proposed Change of Zoning from R-1AA to R-1 for the property owned by JTD Land at Rogers Road, LLC, and located at 1455 West Lester Road. The applicant is Dewberry c/o Sarah Maier. The existing use is vacant land, woodlands and grasslands. The development potential is 36 single family homes. The future land use is Residential Low Suburban (0-3.5 du/ac). The current zoning is R-1AA and the proposed zoning is R-1 (Single Family Residential District). The existing and proposed maximum allowable development is 20 single family homes. The tract size is 5.75 +/- acres.

Presently, the subject property is assigned a zoning category of R-1AA. The applicant is requesting the City to assign a zoning classification of R-1 (Single Family Residential) to the northern 5.75 acres of the property. Access will occur from public roads within Carriage Hills Phase 1. The subject parcel was annexed into the city on August 22, 1990 by Ordinance Number 624.

MINUTES OF THE PLANNING COMMISSION REGULAR MEETING HELD ON JUNE 12, 2018, AT 5:30 P.M.

A request to assign a change of zoning to R-1 is compatible to the adjacent zoning classifications and with the general character of abutting properties and surrounding area. Carriage Hill Phase 1, is the west adjacent property, also zoned R-1. The subject property is intended to incorporate into Carriage Hill Phase 1 with the same R-1 zoning.

The existing and proposed zoning of the property is consistent with the proposed Residential Low Suburban (0-3.5 du / ac) Future Land Use designation.

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 2, 2018.

The Development Review Committee finds the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding areas, recommending approval of the proposed Change of Zoning from R-1AA to R-1 for the property owned by JTD Land at Rogers Road, LLC, and located at 1455 West Lester Road.

Staff recommended the Planning Commission find the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding areas, recommending approval of the proposed Change of Zoning from R-1AA to R-1 for the property owned by JTD Land at Rogers Road, LLC, and located at 1455 West Lester Road.

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.

Petitioner Presentation: Sarah Maier, Dewberry, 800 North Magnolia Avenue, Orlando, stated she was representing the owner, supported the staff report, and was available to answer any questions.

Chairperson Greene opened the meeting for public hearing. With no one wishing to speak, Chairperson Greene closed the public hearing.

Motion: John Sprinkle made a motion to request to find the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding areas, recommending approval of the proposed Change of Zoning from R-1AA to R-1 for the property owned by JTD Land at Rogers Road, LLC, and located at 1455 West Lester Road. Motion seconded by Linda Laurendeau. Aye votes were cast by Aye votes were cast by James Greene, Linda Laurendeau, Patrice Phillips, Roger Simpson, and John Sprinkle (5-0). (Vote taken by poll.)

QUASI-JUDICIAL – CHANGE OF ZONING – MASTER PLAN – KELLY PARK ROAD PUBLIX CENTER - Chairperson Greene stated this is a request to find the proposed zoning, overlay district and Master Plan/Preliminary Development Plan consistent with the Comprehensive Plan and Land Development Code; and recommend approval of the rezoning of the subject parcels from Orange County A-1 (ZIP) to Kelly Park Interchange Mixed-Use (KPI-MU) and assign the KPC Village Center and Interchange Overlay Districts, and approval of the Master Plan/Preliminary Development Plan based on the findings and facts presented in the staff report, exhibits, and City Council approval of a Development Agreement for the property owned by JD and Kathleen L. Horne Trust and located at 4966 Plymouth-Sorrento Road.

Chairperson Greene asked if there were any affected parties in attendance that wished to speak. No one spoke.

Chairperson Greene asked if the Commission members had any ex parte communications to divulge regarding this item. No ex parte communications occurred.

Staff Presentation: Bobby Howell, AICP, Senior Planner, stated this is a request to find the proposed zoning, overlay district and Master Plan/Preliminary Development Plan consistent with the Comprehensive Plan and Land Development Code; and recommend approval of the rezoning of the subject parcels from Orange County A-1 (ZIP) to Kelly Park Interchange Mixed-Use (KPI-MU) and assign the KPC Village Center and Interchange Overlay Districts, and approval of the Master Plan/Preliminary Development Plan based on the findings and facts presented in the staff report, exhibits, and City Council approval of a Development Agreement for the property owned by JD and Kathleen L. Horne Trust and located at 4966 Plymouth-Sorrento Road. The applicant is Brandon Partners, c/o Randy Holihan. The existing use is vacant land and the proposed use is a 68,231 square feet of commercial uses including a 46,031 square foot Publix supermarket. The land use is Mixed Use Interchange. The current zoning is “County” A-1 (ZIP) and the proposed zoning is (KPI-MU (Kelly Park Interchange Mixed-Use). The tract size is 18.13 +/- acres

The owner of the subject property is requesting a rezoning of 18.13 acres of property from Orange County A-1 (ZIP) to Kelly Park Interchange Mixed-Use (KPI-MU), with an Interchange and Village Center character zone to develop a 68,231 square foot commercial development including a 46,031 Publix supermarket subject to the requirements of the Kelly Park Interchange Form Based Code. The subject property is located east of SR 429 and west of Plymouth-Sorrento Road, on the southwest side of the intersection of Kelly Park Road and Plymouth-Sorrento Road. The owner of the property is JD and Kathleen L Horne Trust.

Development Profile:

Setbacks:	
Front:	Min. 8 feet – Max. 20 feet – Village Center, Min. 10 feet, Max. 20 feet - Interchange
Rear:	Min. 10 feet - Village Center, Min. 10 ft. – Interchange
Side:	Min. 0 feet – Village Center, Min. 7.5 – Interchange
Overflow Parking	None
Driveway length:	Min. 15 feet – Max. 30 ft.
On-street parking:	9 parking spaces provided
Maximum building height:	Min. 2 stories encouraged, Max. 5 stories – Village Center, Min. N/A, Max. 8 stories – Interchange
Off-street parking:	293 parking spaces

In accordance with the requirements of the Kelly Park Interchange Form Based Code, the owner has submitted a Master Plan in conjunction with the rezoning application detailing the development of the proposed commercial center. The property currently has a future land use designation of City of Apopka Mixed Use Interchange, which is a consistent future land use category with the KPI-MU zoning designation. The property is located within the one-mile radius from the SR 429/Kelly Park Road interchange.

The Master Plan/Preliminary Development Plan proposes development of the property with a total of 68,231 square feet of commercial uses including a 46,031 square foot Publix supermarket on 18.13 acres. The Master Plan/Preliminary Development Plan details design of the proposed development in accordance with the requirements of the Kelly Park Interchange Form Based Code, and the Village Center and Interchange character zones, which allows commercial development as permitted uses. The surrounding properties currently consist primarily of agricultural uses.

The Master Plan/Preliminary Development Plan proposes dividing the property into three blocks, labeled as Blocks “A”, “B”, and “C”. Block “A” will consist of a 7,200 square foot retail building, parking to serve the commercial uses, and a 0.9 acre outparcel labeled as “future development.” Block “B” will consist of a 46,031 square foot Publix supermarket, and three retail buildings ranging in size from 3,000 to 6,000 square feet, and parking to serve the commercial uses. Block “C” is 7.33 acres and

MINUTES OF THE PLANNING COMMISSION REGULAR MEETING HELD ON JUNE 12, 2018, AT 5:30 P.M.

is reserved for future development. A temporary stormwater retention pond serving Blocks “A” and “B” will be located on Block “C”. The applicant proposes to assign the Village Center character zone to Blocks “A” and “B”, and the Interchange character zone to Block “C”.

Access to the site is proposed via a full access point and a right-in/right-out located on Kelly Park Road, and a right-in/right-out and a full access located on Plymouth-Sorrento Road. The Master Plan/Preliminary Development Plan details the dedication of 100-feet of right-of-way in the center of the property to the City. This public right-of-way will facilitate the development of the internal north-south roadway to Appy Lane.

The Master Plan/Preliminary Development Plan details the development of this roadway within the subject property in accordance with street type B (Village Center Access Street) as outlined in the Kelly Park Interchange Form Based Code. A 9-foot wide on-street parking area, a 7-foot wide bike lane, an 8-foot wide sidewalk, a 12-foot wide drive lane, and an 11-foot median will be constructed on this road. A 12-foot wide bicycle/pedestrian trail will be provided along the eastern portion of the property abutting Kelly Park Road. A five foot wide sidewalk will be dedicated along Plymouth-Sorrento Road. An internal pedestrian network will be established within the commercial portion of the site. A landscape gateway with an entry feature and water feature will be provided at the main entrance to the development on Kelly Park Road. 20-percent of the total site area will remain as open space in accordance with the requirements of the Form Based Code.

That the zoning classification of the following described property be designated as Kelly Park Interchange Mixed-Use (KPI-MU), Neighborhood character zone, as defined in the Kelly Park Interchange Form Based Code, and with the following provisions:

1. Development of the property is subject to the requirements of the Kelly Park Interchange Form Based Code, Neighborhood character zone.
2. The architectural design of the buildings must be consistent with Section K.2.g, and Appendix A of the Kelly Park Interchange Form Based Code.
3. A 12-foot wide multi-purpose trail will be constructed along the portion of the development abutting Plymouth-Sorrento Road to facilitate the construction of a regional trail system. (Policy 20.19, FLUE; Sec. Q, FBC). The trail shall be placed in an easement or tract.
4. Perpetual easements dedicated to the City of Apopka shall be provided over the internal pedestrian pathways and trail networks to allow public access.
5. A development agreement shall address the extension of utilities, dedication of rights-of-way, and public access to regional trail facilities.

The proposed use of the property is consistent with the Mixed-Use Interchange Future Land Use designation and is consistent with the Kelly Park Interchange Form Based Code.

Pursuant to Section 7 of the Joint Planning Area agreement, Orange County was notified on May 11, 2018.

The Development Review Committee finds the proposed rezoning to Kelly Park Interchange Mixed-Use (KPI-MU), and assignment of a Village Center and Interchange character zones consistent with the Comprehensive Plan and Kelly Park Interchange Form Based Code, and recommends approval of the Kelly Park Publix Master Plan/Preliminary Development Plan.

Staff recommended the Planning Commission find the proposed zoning, overlay district and Master Plan/Preliminary Development Plan consistent with the Comprehensive Plan and Land Development Code; and recommend approval of the rezoning of the subject parcels from Orange County A-1 (Z

to Kelly Park Interchange Mixed-Use (KPI-MU) and assign the KPC Village Center and Interchange Overlay Districts, and approval of the Master Plan/Preliminary Development Plan based on the findings and facts presented in the staff report, exhibits, and City Council approval of a Development Agreement for the property owned by JD and Kathleen L Horne Trust and located at 4966 Plymouth-Sorrento Road.

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.

Petitioner Presentation: Geoff Summit, G L Summit Engineering, Inc., 3667 Simonton Place, Lake Mary, stated he represented the owner, supported the staff report, and was available to answer any questions.

Chairperson Greene opened the meeting for public hearing.

In response to questions by Fraser Gunter, 4201 Golden Willow Circle, Apopka, Mr. Moon stated that the Master Plan/Preliminary Development Plan details the dedication of 100-feet of right-of-way in the center of the property to the City for public right-of-way that will facilitate the development of the internal north-south roadway to Appy Lane. He added that future plans include the extension of Appy Lane to SR 429.

With no one else wishing to speak, Chairperson Greene closed the public hearing.

In response to a question by Ms. Phillips, Mr. Moon stated that development agreement shall address the extension of utilities, dedication of rights-of-way, and public access to regional trail facilities.

Motion: Roger Simpson made a motion to find the proposed zoning, overlay district and Master Plan/Preliminary Development Plan consistent with the Comprehensive Plan and Land Development Code; and recommend approval of the rezoning of the subject parcels from Orange County A-1 (ZIP) to Kelly Park Interchange Mixed-Use (KPI-MU) and assign the KPC Village Center and Interchange Overlay Districts, and approval of the Master Plan/Preliminary Development Plan based on the findings and facts presented in the staff report, exhibits, and City Council approval of a Development Agreement for the property owned by JD and Kathleen L. Horne Trust and located at 4966 Plymouth-Sorrento Road. Motion seconded by Patrice Phillips. Aye votes were cast by James Greene, Linda Laurendeau, Patrice Phillips, Roger Simpson, and John Sprinkle (5-0). (Vote taken by poll.)

LEGISLATIVE – COMPREHENSIVE PLAN – LARGE SCALE – FUTURE LAND USE AMENDMENT - Chairperson Greene stated this is a request to find the Future Land Use Designation consistent with the Comprehensive Plan; and recommend approval of the Future Land Use amendment to Mixed Use Interchange, subject to the information and findings in the staff report, for the properties owned by Min Sun Cho, Hong Sik, and Deok Hwa Kim and located at 4068, 4046, & 4022 Plymouth Sorrento Road.

Staff Presentation: Mr. Martinez stated this is a request to find the Future Land Use Designation consistent with the Comprehensive Plan; and recommend approval of the Future Land Use amendment to Mixed Use Interchange, subject to the information and findings in the staff report, for the properties owned by Min Sun Cho, Hong Sik, and Deok Hwa Kim and located at 4068, 4046, & 4022 Plymouth Sorrento Road. The applicants are Min Sun Cho, Hong Sik & Deok Hwa Kim. The existing uses are nurseries, single family homes and woodlands. The proposed use is a single family subdivision. The current zoning is R-1AAA and the proposed zoning is Mixed Use Interchange Zoning District with Neighborhood Overlay Zone. The existing maximum allowable development is 40 residential units and the proposed is 100 residential units. The tract size is 20 +/- acres.

The applicant requests a future land use designation of “City” Mixed Use Interchange. Policy 20.9, Future Land Use Element of the Comprehensive Plan, requires that a Mixed Use Interchange future a land use designation must be assigned to the property.

The subject parcels are located within the one-mile radius from the Wekiva Parkway interchange at Kelly Park Road; and therefore is required to adhere to the Kelly Park Crossing Form Based Code. The properties are located within the Wekiva Parkway Interchange Vision Plan Area. Therefore, the property must comply with Objectives 18 – 20 and related policies within the Future Land Use Element of the Comprehensive Plan and the recently adopted Kelly Park Crossing Form-Based Code. The applicant’s request is consistent with the Mixed Use Interchange future land use designation and the Overlay District covering the property within the Vision Plan.

The proposed use of the property is compatible with the character of the surrounding area, is within one mile of the SR 429/Kelly Park Road interchange, and is consistent with the Mixed Use Interchange 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 Wekiva Parkway Interchange Vision Plan a (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 and public facilities uses to serve the residential and non-residential needs of special areas of the City. The mix of land uses may occur on a single parcel or multiple parcels ...

The designation of a mixed use category may occur only in certain areas of the city, including “land anticipated for inclusion within the Wekiva Parkway Interchange Land Use Plan...” These properties are within the 1-mile radius of the Wekiva Parkway Interchange depicted on the Wekiva Parkway Interchange Vision Plan Map located within the Future Land Use Element of the Apopka Comprehensive Plan.

2. **Policy 18.1** The City shall implement the Wekiva Parkway Interchange Vision Plan, which guides the location of a range of uses, such as residential, office, commercial, industrial, recreation, public and institutional, at various densities and intensities around the proposed interchange.

The proposed Mixed Use Future Land Use Designation allows for residential densities and non-residential uses and intensities to implement the Wekiva Parkway Interchange Vision Plan, consistent with Objective 18 and related policies.

3. **Policy 18.2** Prior to rezoning any property within a one-mile radius of the interchange Study Area, the City shall amend its LDC to incorporate development standards that will implement the Vision Plan.

This future land use amendment does not include a corresponding proposed zoning category because the City has yet to adopt development standards or form-based code consistent with this policy. Future densities/intensities and design character for the subject properties will be regulated at the time of rezoning once Wekiva Parkway Interchange Vision Plan design standards and form-based code are adopted.

4. **Policy 20.4** Prior to approving the first development plan with the Wekiva Parkway Interchange vision Plan Area, the City shall adopt the Wekiva Parkway Interchange Form-Based Cod establishing the design and development standards for the Wekiva Parkway Interchange Vision Plan Area.

The subject properties will be required to comply with the above policy should the development submit a development plan to ensure consistency with the Comprehensive Plan and Wekiva Parkway Interchange Vision Plan.

5. **Policy 20.9** Development within the Wekiva Parkway Interchange Plan Area shall be assigned a Mixed-Use Interchange future land use designation and shall accomplish an overall mix of residential and non-residential uses as outline in Policy 3.1.r. Assignment of the Mixed-Use Interchange Land Use future land use designation shall require an amendment to the Comprehensive Plan.

The applicant's request for a Mixed Use future land use designation is consistent with this policy, as well as the intent of the Wekiva Parkway Interchange Vision Plan area, which intends to concentrate a mixture of land uses with varying densities and intensities within one mile of the Wekiva Parkway Interchange.

6. **Policy 20.3.** The annexation, land use change, and subsequent development of lands located within the Wekiva Parkway Interchange Plan Area for Apopka and the Wekiva Interchange Land Use Plan Overlay for the County shall be consistent with the adopted Interlocal Agreement between Orange County and the City of Apopka regarding Wekiva Interchange Land Use Plan Overlay.
7. **Objective 19 and 20, and their associated policies.** See objectives and policies within the supporting information.

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, short trip lengths and balanced trip demand.

The Mixed Use future land use designation allows for a mixture of land use types such as residential and non-residential, which promotes shorter trip lengths, concentrated development to reduce travel demand.

2. **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.
3. **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.
4. **Objective 20 and associated Policies, Future Land Use Element.** Provided with the Supporting Information.

The properties are located within the boundaries of the Wekiva Parkway Interchange Vision Plan Area, making it subject to the Kelly Park Crossing Form-Based Code, Mixed- Use Interchange Zoning District and Neighborhood Overlay District. A copy of the Wekiva Parkway Interchange Vision Plan is provided with the support material.

MINUTES OF THE PLANNING COMMISSION REGULAR MEETING HELD ON JUNE 12, 2018, AT 5:30 P.M.

An executed capacity enhancement agreement with Orange County Public Schools will be required prior to adoption of the future land use amendment.

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 10, 2018. Notification has already occurred through the Second Amendment to the Joint Planning Agreement with Orange County government. The second amendment acknowledges that the City will assign a land use designation similar to the overlay district illustrated in the Wekiva Parkway Interchange Vision Plan.

The Development Review Committee recommends approval to transmit a change in Future Land Use to Mixed Use Interchange for the property owned by Min Sun Cho, Hong Sik & Deok Hwa Kim subject to the information and findings in the staff report.

Staff recommended the Planning Commission find the Future Land Use Designation consistent with the Comprehensive Plan and recommend a change in Future Land Use Designation to Mixed Use Interchange subject to the information and findings in the staff report for the properties owned by Min Sun Cho, Hong Sik, and Deok Hwa Kim and located at 4068, 4046, & 4022 Plymouth Sorrento Road

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

Luke Classon, Appian Engineering, LLC, 2221 Lee Road, Suite 17, Winter Park, stated he represented the owner, supported the staff report, and was available to answer any questions.

Chairperson Greene opened the meeting for public hearing.

In response to a question by Mr. Gunter, Mr. Moon defined a mixed use development as being characterized as pedestrian-friendly development that blends two or more residential, commercial, cultural, institutional, and/or industrial uses. Mixed use is a planning strategy that seeks to foster community design and development that serves the economy, community, public health, and the environment. Mixed-use development is characterized as one that provides three or more significant revenue-producing uses (such as retail/entertainment, office, residential, hotel, and/or civic/cultural/recreation); fosters integration, density, and compatibility of land uses; and creates a walkable community with uninterrupted pedestrian connections. Mixed-use zoning allows for the horizontal and vertical combination of land uses in a given area. Commercial, residential, and even in some instances, light industrial are fit together to help create built environments where residents can live, work, and play.

Mr. Moon recommended that anyone wanting more information on mixed use development, schedule a meeting with Planning staff.

In response to a question by Mr. Sprinkle, Mr. Moon stated that for those properties that are intersected by the Form Based Code 1-mile radius boundary, the property owner may select to bring the portion outside the property into the Form-Base Code area.

With no one else wishing to speak, Chairperson Greene closed the public hearing.

Motion: Roger Simpson made a motion to find the Future Land Use Designation consistent with the Comprehensive Plan; and recommend approval of the Future Land Use amendment to Mixed Use Interchange, subject to the information and findings in the staff report, for the properties owned by Min Sun Cho, Hong Sik, and Deok Hwa Kim and located at 4068, 4046, & 4022 Plymouth Sorrento Road.. Motion seconded by John Sprinkle. Aye votes were cast by James Greene, Linda Laurendeau, Patrice Phillips, Roger Simpson, and John Sprinkle (5-0). (Vote taken by poll.)

LEGISLATIVE – COMPREHENSIVE PLAN – SMALL SCALE – FUTURE LAND USE AMENDMENT - Chairperson Greene stated this is a request to find the proposed Future Land Use amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding areas, and recommend approval of the change of Future Land Use Designation from Agriculture to Industrial, subject to the findings of the Staff Report, for the property owned by 3255 Clarcona Road LLC, and located at 3307 Clarcona Road.

Staff Presentation: Mr. Martinez stated this is a request to find the proposed Future Land Use amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding areas, and recommend approval of the change of Future Land Use Designation from Agriculture to Industrial, subject to the findings of the Staff Report, for the property owned by 3255 Clarcona Road LLC, and located at 3307 Clarcona Road. The applicant is Vihlen & Associates, P.A. c/o Sidney L. Vihlen, III. The existing and proposed use is warehousing used by Randall Mechanical for commercial and industrial uses. The current zoning is AG (Agriculture). A change of zoning to I-1 is being processed in conjunction with the small scale future land use amendment. The existing maximum allowable development is 1 dwelling unit and the proposed maximum allowable development is up to 124,146 sq. ft. gross floor area. The tract size is 4.75 +/- acres.

The subject parcel was annexed in the city on February 21, 1996 by Ordinance 918. The applicant requests a future land use designation of Industrial. The site has been used for industrial purposes for several years. Parcels to the north

The proposed use of the property is consistent with the Industrial Future Land Use designation. Site development cannot exceed the intensity allowed by the Future Land Use policies. Planning & Zoning staff determines that the below policies support an Industrial FLUM designation at the subject site:

Future Land Use Element, Policy 3.1.1, Industrial - The primary use shall be industrial, intensive commercial, agricultural and business/research parks. Also allowed are public facilities and supporting infrastructure. The use of the Planned Unit Development process shall be encouraged. The maximum floor area ratio shall be .60. Planned Unit Development uses may include: (1) All primary uses; and (2) other uses deemed compatible with and complimentary to the other proposed master planned uses and the surrounding neighborhoods.

The proposed Industrial Future Land Use Designation will not generate any additional student population. Therefore, the property is exempt from school capacity enhancement per the School Interlocal Planning Agreement.

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 10, 2018.

The Development Review Committee finds the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding areas, recommending approval of the proposed Future Land Use Designation of Industrial for the property owned by 3255 Clarcona Road LLC, and located at 3307 Clarcona Road.

Staff recommended the Planning Commission find the proposed Future Land Use amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding areas, and recommend approval of the change of Future Land Use Designation from Agriculture to Industrial, subject to the findings of the Staff Report, for the property owned by 3255 Clarcona Road LLC, and located at 3307 Clarcona Road.

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.

In response to questions by Mr. Simpson, Mr. Moon stated that while the subject property is currently designated as Agriculture, the use is industrial as reflected in the type of work done on this site. Randall Mechanical, Inc. develops fire suppression systems for customers such as Disney. There is industrial uses to the north of this property; a church to the south; and residential uses on the east and west. The industrial use being requested will have little impact on the surrounding areas as it will be conducted inside a building. He added that if there comes a time the owner of the business wants to expand they will be required to address buffering requirements.

Mr. Simpson continued to express his concern regarding the environmental impacts to the neighboring properties.

In response to questions and concerns expressed by Ms. Phillips, Mr. Moon stated that at the time there is major development a 30 to 50 foot landscape buffer would be required with a brick wall adjacent to any residential uses. Additionally, there is no direct transportation issues between the proposed industrial use and the residential uses.

Sidney L. Vihlen, III, Vihlen & Associates, P.A., 605 East Robinson Street, Suite 750, Orlando, stated he represented the owner as their legal counsel, they support the staff report, and he was available to answer any questions.

Chairperson Greene opened the meeting for public hearing. With no one wishing to speak, Chairperson Greene closed the public hearing.

Motion: **John Sprinkle made a motion to find the proposed Future Land Use amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding areas, and recommend approval of the change of Future Land Use Designation from Agriculture to Industrial, subject to the findings of the staff report, for the property owned by 3255 Clarcona Road LLC, and located at 3307 Clarcona Road. Motion seconded by Linda Laurendeau.**

In response to a question by Mr. Simpson, Mr. Moon stated that Industrial land use has two intensities. General Industrial is the heavy industrial uses that employ the processing of bulk materials and which require space for open storage of materials. These activities are usually performed outside. Restricted Industrial, such as being proposed for the subject property, is composed of those lands and structures which by their use and location, are especially adapted to wholesale distribution, storage, and light manufacturing. Restricted industrial uses are usually performed inside a structure.

Aye votes were cast by James Greene, Linda Laurendeau, Patrice Phillips, Roger Simpson, and John Sprinkle (5-0). (Vote taken by poll.)

QUASI-JUDICIAL – CHANGE OF ZONING – Chairperson Greene stated this is a request to find the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding area, recommending approval of the proposed Change of Zoning from Agriculture to I-1 (Restricted Industrial District) for the property owned by 3255 Clarcona Road LLC, and located east of Clarcona Road and north of Stone Road.

Chairperson Greene asked if there were any affected parties in attendance that wished to speak. No one spoke.

Chairperson Greene asked if the Commission members had any ex parte communications to divulge regarding this item. No ex parte communications occurred.

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Staff Presentation: Mr. Martinez stated this is a request to find the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding area, recommending approval of the proposed Change of Zoning from Agriculture to I-1 (Restricted Industrial District) for the property owned by 3255 Clarcona Road LLC, and located east of Clarcona Road and north of Stone Road. The applicant is Vihlen & Associates, P.A. c/o Sidney L. Vihlen, III. The existing and proposed use is warehousing used by Randall Mechanical for commercial and industrial uses. The current zoning is AG (Agriculture). A future land use amendment to Industrial is being processed in conjunction with the change of zoning. The existing maximum allowable development is 1 dwelling unit and the proposed maximum allowable development is up to 124,146 sq. ft. gross floor area. The tract size is 4.75 +/- acres.

The subject parcel was annexed in the city on February 21, 1996 by Ordinance 918. The applicant requests a future land use designation of Industrial and the zoning to I-1 Industrial.

A request to assign a change of zoning to I-1 is compatible to the adjacent zoning classifications and with the general character of abutting properties and surrounding area. The change of zoning request is being processed in conjunction with a future land use amendment from Agriculture to Industrial.

The existing and proposed use of the property is consistent with the proposed Industrial (Max. FAR 0.6) Future Land Use designation.

The proposed zoning change will not generate any residential units and thus not generate any additional school-age population. Therefore, the property is exempt from school capacity enhancement per the School Interlocal Planning Agreement.

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 10, 2018.

The Development Review Committee finds the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding areas, recommending approval of the proposed Change of Zoning from Agriculture to I-1 (Restricted Industrial District) for the property owned by 3255 Clarcona Road LLC, and located east of Clarcona Road and north of Stone Road.

Staff recommended the Planning Commission find the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding area, recommending approval of the proposed Change of Zoning from Agriculture to I-1 (Restricted Industrial District) for the property owned by 3255 Clarcona Road LLC, and located east of Clarcona Road and north of Stone Road.

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.

Chairperson Greene opened the meeting for public hearing. With no one wishing to speak, Chairperson Greene closed the public hearing.

Petitioner Presentation: Sidney L. Vihlen, III, Vihlen & Associates, P.A., 605 East Robinson Street, Suite 750, Orlando, stated he represented the owner as their legal counsel, they support the staff report, and he was available to answer any questions.

Motion: **Linda Laurendeau made a motion to find the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding area, recommending approval of the proposed Change of Zoning from Agriculture to I-1 (Restricted Industrial District) for the property owned by 3255 Clarcona**

Road LLC, and located east of Clarcona Road and north of Stone Road. Motion seconded by Patrice Phillips. Aye votes were cast by James Greene, Linda Laurendeau, Patrice Phillips, Roger Simpson, and John Sprinkle (5-0). (Vote taken by poll.)

QUASI-JUDICIAL – CHANGE OF ZONING – Chairperson Greene stated this is a request to find the proposed amendment consistent with the Comprehensive Plan and recommend approval of the proposed Change of Zoning from “County” C-2 (General Commercial District) to “City” C-1 (Commercial Retail District) for the property owned by SunTrust Bank and located at 936 East Semoran Boulevard.

Chairperson Greene asked if there were any affected parties in attendance that wished to speak. No one spoke.

Chairperson Greene asked if the Commission members had any ex parte communications to divulge regarding this item. No ex parte communications occurred.

Staff Presentation: Mr. Martinez stated this is a request to find the proposed amendment consistent with the Comprehensive Plan and recommend approval of the proposed Change of Zoning from “County” C-2 (General Commercial District) to “City” C-1 (Commercial Retail District) for the property owned by SunTrust Bank and located at 936 East Semoran Boulevard. The applicant is Causseaux, Hewett, and Walpole, Inc. The existing use is vacant land and the proposed use is a 5,304 sq. ft. commercial spaces. The future land use is Commercial and the current zoning is C-2. The existing and proposed maximum allowable development is 5,304 sq. ft. of commercial space. The tract size is 0.49 +/- acres.

SunTrust Bank owns three vacant parcels east-adjacent of the bank. The eastern-most adjacent parcel, 920 E. Semoran Boulevard was annexed in the City on April 18, 2018. The City Council is scheduled to vote for a Commercial future land use designation and C-1 zoning for 920 E. Semoran Boulevard on June 6, 2018, which is located two parcels to the east. The three parcels will be assembled for a proposed Zaxxby’s restaurant. A utility easement runs across the majority of this property, and the majority of the parcel will likely be used for open space within a future site plan.

A request to assign a change of zoning for 936 E. Semoran Boulevard to C-1 is compatible to the adjacent zoning classifications and with the general character of abutting properties and surrounding area.

The existing and proposed use of the property is consistent with the proposed C-1 (Commercial Retail) Future Land Use designation.

The proposed future land use change will result in an insignificant increase (less than 9) in the number of residential units which could be developed at the subject property. Therefore, the property is exempt from school capacity enhancement per the School Interlocal Planning Agreement.

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 10, 2018.

The Development Review Committee finds the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding areas, recommending approval of the proposed Change of Zoning from C-2 (General Commercial District) to C-1 (Commercial Retail District) for the property owned by SunTrust Bank, and located at 936 E Semoran Blvd.

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Staff recommended the Planning Commission find the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding areas; and recommending approval of the proposed Change of Zoning from C-2 (General Commercial District) to C-1 (Commercial Retail District) for the property owned by SunTrust Bank, and located at 936 E Semoran Blvd.

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.

Petitioner Presentation: Petitioner did not have a presentation.

Chairperson Greene opened the meeting for public hearing. With no one wishing to speak, Chairperson Greene closed the public hearing.

Ms. Phillips left the Council Chambers at 6:20 p.m.

Motion: John Sprinkle made a motion to find the proposed amendment consistent with the Comprehensive Plan and recommend approval of the proposed Change of Zoning from “County” C-2 (General Commercial District) to “City” C-1 (Commercial Retail District) for the property owned by SunTrust Bank and located at 936 East Semoran Boulevard. Motion seconded by Linda Laurendeau. Aye votes were cast by James Greene, Linda Laurendeau, Roger Simpson, and John Sprinkle (4-0). (Vote taken by poll.)

Ms. Phillips re-entered the Council Chambers at 6:22 p.m.

QUASI-JUDICIAL – CHANGE OF ZONING – VISTA RESERVE - Chairperson Greene stated this is a request to find the proposed amendment consistent with the Comprehensive Plan and recommend approval of the proposed Change of Zoning from R-1AA (Residential Single Family District) to PUD (Planned Unit Development); and approval of the PUD Master Plan/Preliminary Development Plan based on the findings and facts presented in the staff report and exhibits for the property owned by Mikhail Wafaa, George Abdelsayed, Lucy Abdelsayed, and Wafeek Abdelsayed and located east side of Rogers Road, approximately one half mile north of the intersection of Rogers Road and Lester Road.

Chairperson Greene asked if there were any affected parties in attendance that wished to speak. No one spoke.

Chairperson Greene asked if the Commission members had any ex parte communications to divulge regarding this item. No ex parte communications occurred.

Staff Presentation: Mr. Howell stated this is a request to find the proposed amendment consistent with the Comprehensive Plan and recommend approval of the proposed Change of Zoning from R-1AA (Residential Single Family District) to PUD (Planned Unit Development); and approval of the PUD Master Plan/Preliminary Development Plan based on the findings and facts presented in the staff report and exhibits for the property owned by Mikhail Wafaa, George Abdelsayed, Lucy Abdelsayed, and Wafeek Abdelsayed and located east side of Rogers Road, approximately one half mile north of the intersection of Rogers Road and Lester Road. The applicant is Pulte Home Corporation. The existing use is vacant land and the proposed is a 153 single family home subdivision to be developed in one phase. The future land use is Low Density Residential and the current zoning is R-1AA (Residential Single Family District). The tract size 61.1 +/- acres.

The subject property is approximately 61.1 acres in size and is zoned R-1AA (Residential Single Family District) and has a future land use designation of Low Density Residential. The subject property is located on the east side of Rogers Road, approximately one half mile north of the intersection of Rogers Road and Lester Road. The proposed change of zoning to PUD (Planned Unit Development) is being requested by the prospective developer, Pulte Homes who proposes to construct 153 single-family units in one phase on the property. The subdivision is proposed to be developed at a density of 2.53 dwelling units per acre. The Low Density Residential future land use designation permits up to 3.5 dwelling units per acre.

The Master Plan proposes 153 lots consistent of 140 65-foot wide lots and 13 90-foot wide lots, a community park with a swimming pool and cabana and tot-lot, and a buffer tract along the entire perimeter of the community. Further, is proposed to be accessed via Rogers Road. The surrounding properties consist primarily of single-family residential subdivisions and include the Carriage Hills subdivision located to the south which is currently under construction, Oak Hill Reserve to the south and east, and Wekiva Run to the west. Average lot widths in the Carriage Hills subdivision is 75-foot, Oak Hill Reserve is 95-foot, and 95-foot in Wekiva Run.

A. Lot Size.

Typical Lot Width	Number of units	Percentage of development	Typical lot area (minimum size)
65-foot	140	91.5%	8,125 square feet
90-foot	13	8.5%	11,250 square feet
Total	153	100%	

While a PUD zoning requires a minimum lot width of 70 feet with a minimum lot area of 7,500 sq. ft., Vista Reserve proposes 65-foot and 90-foot wide lots with a minimum average lot area of 8,125 square feet for the 65-foot wide lots and 11,250 square feet for the 90-foot wide lots, contained within an open space tract not less than 15 feet wide on the north, east, and south project lines and 10 feet wide on the western project line abutting Rogers Road. The minimum lot depth is proposed at 125-feet. The minimum living area is proposed at 2,190 square feet. The subdivision will be accessed via Rogers Road. Rogers Road will terminate at the main entrance of the development. The developer will be dedicating a 0.68 acre portion of right-of-way along Rogers Road to the City. The subdivision will consist of public roads and infrastructure that is owned and maintained by the City. Vehicular and pedestrian connections are provided to the property to the north and to the Carriage Hills subdivision located to the south. A continuous open space tract is provided around the perimeter of the subdivision to buffer the homes from the surrounding existing subdivisions. Thirty percent of the site, or 18.13 acres of open space is provided, and will be owned and maintained by the homeowners association. Two tracts located on the northwestern and northeastern corners of the site are reserved for stormwater retention. The stormwater retention areas will be owned and maintained by the homeowners association. A 1.67 acre tract is reserved for the community recreation facility that will be owned and maintained by the homeowners association. Included within the recreation facility is a picnic area, pool, pool cabana building, play structure, open play area, bicycle parking, and a parking area for 8 cars.

B. Deviations. The applicant is requesting one deviation to the City’s required development standards. For a PUD Master Plan, a deviation from the City’s Land Development Code does not represent a variance but a development standard or zoning condition unique to and approved as part of the Planned Unit Development zoning. PUD’s are required to satisfy the requirements of the Land Development Code unless the City Council finds that, based on substantial evidence, a proposed alternative development guideline is adequate to protect to the public health safety, and welfare. Any deviations must be consistent with the policies of the Comprehensive Plan.

MINUTES OF THE PLANNING COMMISSION REGULAR MEETING HELD ON JUNE 12, 2018, AT 5:30 P.M.

1. Typical Lot Width Standard, Land Development Code Section 2.02.18.D.11. Requires a minimum lot size within a PUD to be 70-feet in width, and to have a minimum site area of 7,500 square feet. The developer is proposing 140, 65-foot and 13, 90-foot wide lots with minimum lot sizes of 8,125 square feet and 11,250 square feet respectively. These lot sizes exceed the required single-family minimum lot area of 7,500 square feet.

C. Justification for Deviations/Development Standard. The following justifications are provided for the three deviations that are proposed.

1. Reduced Density. The future land use designation of the property is Low Density Residential which allows up to 3.5 dwelling units per acre. The PUD Master Plan proposes a density of 2.53 dwelling units per acre, which is 0.97 dwelling units per acre less than the maximum density permitted in the Low Density Residential future land use category.
2. Dedication of right-of-way for the extension of Rogers Road. The PUD Master Plan proposes the dedication to the City of a 0.68 acre tract for right-of-way for Rogers Road. This will allow for the future extension of Rogers Road to the north to allow Rogers Road to serve as a future connector road between Ponkan Road and Lester Road.
3. An improved recreation amenities package is proposed. The recreation package will consist of a picnic area, pool, pool cabana building, play structure, open play area, bicycle parking, and a parking area for 8 cars. The recreation area is proposed at 1.67 acres in size, which is in excess of the 1.43 acres required by code.
4. Preservation of Open Space. The PUD master plan provides a continuous open space tract is around the perimeter of the subdivision to buffer the homes from the surrounding existing subdivisions. This area will consist of Bahia sod and Live Oak and Magnolia trees, which upon maturity is anticipated to ensure the homes within the development are not visible from the surrounding existing residential subdivisions.
5. Increased minimum living area size. The applicant is proposing a minimum living area of 2,190 square feet. The R-1AA zoning district requires a minimum living area of 1,700 square feet. Also, the larger lots, the 90-foot width, are located on the eastern project perimeter consistent with lot width and size occurring in the Oak Hill Reserve community abutting to the east.

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 Plan provisions subject to the following zoning provisions:

- A. The uses permitted within the PUD district shall be single-family residential uses.
- B. Terms of Expiration for this PUD shall be as follows:

If a Final Development Plan associated with the PUD district has not been approved by the City within three years, and site development has not commenced within four years after approval of these Master Plan provisions, the approval of the Master 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 Plan provisions and any conditions of approval; or

3. Rezone the property to a more appropriate zoning classification.

The proposed use of the property is consistent with the Low Density Residential Future Land Use designation and is consistent with the Land Development Code.

Per Orange County Public Schools, the project is vested to satisfy capacity, however there are outstanding concurrency issues that will be required to be satisfied prior to approval of a plat.

Pursuant to Section 7 of the Joint Planning Area agreement, notification to Orange County is not required for a rezoning application as the subject parcels are not adjacent to unincorporated Orange County.

The Development Review Committee finds the proposed rezoning to Planned Unit Development (PUD), PUD Master Plan, and the Preliminary Development Plan consistent with the Comprehensive Plan and Land Development Code and recommends approval of the Vista Reserve Planned Unit Development Master Plan and Preliminary Development Plan.

Staff recommended the Planning Commission find the proposed amendment consistent with the Comprehensive Plan and recommend approval of the proposed Change of Zoning from R-1AA (Residential Single Family District) to PUD (Planned Unit Development); and approval of the PUD Master Plan/Preliminary Development Plan based on the findings and facts presented in the staff report and exhibits for the property owned by Mikhail Wafaa, George Abdelsayed, Lucy Abdelsayed, and Wafeek Abdelsayed and located east side of Rogers Road, approximately one half mile north of the intersection of Rogers Road and Lester Road.

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.

In response to questions by Mr. Simpson, Mr. Moon stated that there are no plans in the near future to improve Rogers Road. The applicant has proposed dedication of right-of-way for the extension of Rogers Road. The PUD Master Plan proposes the dedication to the City of a 0.68 acre tract for right-of-way for Rogers Road. This will allow for the future extension of Rogers Road to the north to allow Rogers Road to serve as a future connector road between Ponkan Road and Lester Road. The City would have to install sidewalks along Rogers Road.

In response to a question by Mr. Sprinkle, Mr. Moon stated the minimum lot width in this PUD category is 70 feet or greater.

In response to concerns expressed by Ms. Laurendeau, Mr. Moon stated that since properties that are in the City straddle Rogers Road, Public Services could make a determination to improve Rogers Road if the budget allows.

In response to a question by Ms. Phillips, Mr. Moon stated that the applicant was required to provide a traffic study; however the study determined that improvements on Rogers Road were not warranted at this time.

Mr. Simpson expressed his concerns that Rogers Road is very challenging for pedestrian and bike traffic.

Ms. Laurendeau added that there is a no visibility when exiting onto Rogers Road from Grace Point Church.

Petitioner: Doug Hoffman, Pulte Homes, 4901 Vineland Road, Suite 500, Orlando, stated that the traffic study indicated that Rogers Road met with the level of service. He stated that they plan to

improve Rogers Road along their portion. Additionally, by going to small lots, it allowed more open space between this development and adjacent residential uses.

Mr. Simpson stated that Pulte was providing a good product, but the development is inconsistent with the safety of Rogers Road.

Chairperson Greene opened the meeting for public hearing. With no one wishing to speak, Chairperson Greene closed the public hearing.

Motion: **Linda Laurendeau made a motion to find the proposed amendment consistent with the Comprehensive Plan and recommend approval of the proposed Change of Zoning from R-1AA (Residential Single Family District) to PUD (Planned Unit Development); and approval of the PUD Master Plan/Preliminary Development Plan based on the findings and facts presented in the staff report and exhibits for the property owned by Mikhail Wafaa, George Abdelsayed, Lucy Abdelsayed, and Wafeek Abdelsayed and located east side of Rogers Road, approximately one half mile north of the intersection of Rogers Road and Lester Road. Motion seconded by James Greene. Aye votes were cast by James Greene, Linda Laurendeau, Patrice Phillips, and John Sprinkle; Roger Simpson voted No. (4-1). (Vote taken by poll.)**

QUASI-JUDICIAL - VARIANCE – BRIDLEWOOD - Chairperson Greene stated this is a request to approve a variance of the Apopka Code of Ordinances, Part III, Land Development Code, Article II, Section 2.02.05(H)(2) to allow a 6-foot tall composite fence within a 5-foot wide bufferyard in lieu of the required 6-foot tall brick, stone or decorative block wall within a 5-foot wide bufferyard on the western, northern and eastern perimeters of the property owned by Laura R. Murphy and located at 359 West Lester Road.

Chairperson Greene asked if there were any affected parties in attendance that wished to speak. No one spoke.

Chairperson Greene asked if the Commission members had any ex parte communications to divulge regarding this item. No ex parte communications occurred.

Staff Presentation: David Moon, AICP, Planning Manager, stated this is a request to approve a variance of the Apopka Code of Ordinances, Part III, Land Development Code, Article II, Section 2.02.05(H)(2) to allow a 6-foot tall composite fence within a 5-foot wide bufferyard in lieu of the required 6-foot tall brick, stone or decorative block wall within a 5-foot wide bufferyard on the western, northern and eastern perimeters of the property owned by Laura R. Murphy and located at 359 West Lester Road. The land use is Residential Low Suburban (0-3.5 unit(s)/acre) and the zoning is R-1 (Single Family Residential). The existing use is vacant land and the proposed use is a single family residential subdivision. The tract size is 19.94 +/- acres.

Variance Request Summary: Section 2.02.05 (H)(2) – Bufferyard requirements. 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. The applicant proposes to install a 6-foot tall composite fence in lieu of the required brick or decorative wall block on the western, northern and eastern perimeters abutting existing agricultural zoning districts or activities.

Variance Request - Code Standard, Sec. 2.02.05(G)(5) – Bufferyard requirements – 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.

MINUTES OF THE PLANNING COMMISSION REGULAR MEETING HELD ON JUNE 12, 2018, AT 5:30 P.M.

- *Applicant Request* - Allow a 6-foot tall composite fence in lieu of the required brick or decorative wall block on the western, northern and eastern perimeters abutting existing agricultural zoning districts or activities.

Variance Process: Per Land Development Code Section 10.02.00, the Planning Commission shall follow two steps to approve a variance:

Step 1: Section 10.02.02.A, Limitations on Granting Variances. The Planning Commission “shall first determine whether the need for the proposed variance arises out of the physical surroundings, shape topographical conditions, or other physical or environment conditions that are unique to the specific property involved.” This is known as a physical hardship. If the Planning Commission makes this determination, then it must take action on the seven variance criteria set forth in Section 10.02.02.B.

Step 2: Section 10.02.02.B, Required Findings. Once a “physical hardship” has been determined, the Planning Commission shall not vary from the requirements of any provision of the LDC unless it makes a positive finding, based on substantial competent evidence, on the seven variance criteria.

Applicable City Codes: Section 2.02.15(G)(3) – Areas adjacent to residential uses or districts shall provide a six-foot-high masonry wall within a minimum of 50-foot landscaped bufferyard.

Variance Hardship Determination (Step 1): The first step of the variance determination process is to determine if a hardship occurs pursuant to Section 10.02.02.A, “whether the need for the proposed variance arises out of the physical surroundings, shape topographical conditions, or other physical or environment conditions that are unique to the specific property involved.”

Staff Response Summary -- While active agricultural uses occur on property abutting to the east, west, and north, growth trends in the surrounding areas show transition to residential uses within the near future. These growth pressures will likely result in rising land prices and expanding housing demands pressuring adjacent properties to develop as residential communities in the near future. Furthermore, unincorporated parcel to the west and north presently have a “County” Future Land Use Designation of Low Density Residential assigned to them. This means that the County’s Growth Management Plan, its Comprehensive Plan, supports and encourages residential development on the western and northern parcels.

Ponkan Road to the north is a dividing line between urban densities to the south and lower residential densities to the north. Policy in the City’s Comprehensive Plan limits residential development to no more than two units per acre unless within the Wekiva Parkway Interchange Vision Plan Area. Development is encouraged by policies in the City’s Comprehensive Plan to concentrate higher residential density south of Ponkan Road. This policy further encourages the transition of agriculturally zoned lands south of Ponkan Road to residential use.

Other trends supporting residential development along Lester Road include: close proximity to existing and planned commercial retail and grocery stores as well as schools and regional recreation facilities (West Orange Trail). Water, sewer and reclaimed lines are accessible to the proposed Bridlewood parcel.

The parcel to the east, the Avian Recondition Center, is within the City of Apopka and assigned an Agriculture Future Land Use and Zoning.

Seven Variance Criteria Findings (Step 2): If the Planning Commission accepts the hardship in Paragraph A. above, the second step is to make a finding on the seven criteria below. The Planning Commission must make a positive finding, based on substantial competent evidence, on each of the following seven criteria:

1. There are practical difficulties in carrying out the strict letter of the regulation [in] that the requested variance relates to a hardship due to characteristics of the land and not solely on the needs of the owner.

Applicant's Response: Yes. The variance has also previously been discussed with City Staff to ensure it will conform to the intended outline of the City's comprehensive plan.

Staff's Response: No objection.

2. The variance request is not based exclusively upon a desire to reduce the cost of developing the site.

Applicant's Response: No, the request is based on what the surrounding properties with eventually become based on the City of Apopka's comprehensive plan.

Staff's Response: No objection.

3. The proposed variance will not substantially increase congestion on surrounding public streets.

Applicant's Response: No. The proposed variance will not increase congestion at all on surrounding public streets.

Staff's Response: No objection.

4. The proposed variance will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site.

Applicant's Response: No, the proposed variance will not diminish property values at all. The proposed variance in conjunction with the proposed development will increase surrounding property values. The variance will also not result in any alteration of the essential character of the area surrounding the site.

Staff's Response: City staff does not hold professional expertise to address property values.

5. The effect of the proposed variance is in harmony with the general intent of this code and the specific intent of the relevant subject area(s) of the code.

Applicant's Response: Yes. The proposed variance is in harmony with the general intent of the current code and the specific intent of the relevant subject area.

Staff Response: No objection.

6. Special conditions and circumstances do not result from the actions of the applicant.

Applicant's Response: No special conditions or circumstances do not result from the actions of the applicant.

Staff Response: No objection. The applicant does not have control over development trends along Lester Road to residential uses.

7. That the variance granted is the minimum variance which will make possible the reasonable use of the land, building or structure. The proposed variance will not create safety hazards and other detriments to the public.

Applicant's Response: Yes. The proposed variance is minor to what the current code specifies. The proposed variance will not create any safety hazards or other detriments to the public.

Staff Response: No objection.

Based on the information provided by the applicant at the hearing for the variance requested, Planning Commission must first determine that sufficient substantially competent information indicates “whether a need for the proposed variance arises out of the physical surroundings, shape topographical conditions, or other physical or environment conditions that are unique to the specific property involved.” If so, then the Planning Commission must find that substantially competent information occurs to accept each of the seven variance criteria.

Planning Staff has no objection to the proposed request. Based on recent residential development existing and proposed in this area, as well as neighborhood commercial uses proposed in the northwest intersection of Lester Road and Rock Springs Road, Staff anticipates residential development will continue on Lester Road.

The Planning Commission has the authority to approve, deny, or approve with conditions.

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.

In response to a question by Chairperson Greene, Mr. Moon stated the proposed use is residential.

In response to a question by Mr. Sprinkle, Mr. Moon stated that Agriculture zoning requires larger lots.

In response to a question by Ms. Laurendeau, Mr. Moon stated the Avian Reconditioning Center is on the east side of the subject property. The code requires buffering between residential and agricultural uses.

Petitioner: Luke Classon, Appian Engineering, LLC, 2221 Lee Road, Suite 17, Winter Park, stated that he and Eric Wells, Avex Homes, LLC, 28 East Washington Street, Orlando, were available to answer any questions.

Mr. Classon explained that they were requesting the variance because if they are required to put up a wall there would be a 5-foot wide no man's land between their wall and the adjacent residential fences. The issue then becomes how to maintain that area. He clarified that they were proposing a composite fence and not PVC fencing.

Mr. Wells stated that he had met with the McCorkles of the Avian Reconditioning Center three times and they specifically asked that composite fence be installed and Ms. McCorkle picked out the color. There would still be a masonry wall along Lester Road.

Mr. Moon stated that staff has not seen the composite fencing being proposed and is unable to comment on the appearance or construction of this type of fencing.

Chairperson Greene opened the meeting for public hearing. With no one wishing to speak, Chairperson Greene closed the public hearing.

Motion: Roger Simpson made a motion to determine a hardship does occur pursuant to Section 10.02.02.A, that the need for the proposed variance arises out of the physical surroundings, shape topographical conditions, or other physical or environment conditions that are unique to the specific property owned by Laura R. Murphy and located at 359 West Lester Road. Motion seconded by Patrice Phillips. Aye votes were cast by James Greene, Patrice Phillips, and Roger Simpson; Linda Laurendeau and John Sprinkle voted No. (3-2). (Vote taken by poll.)

Motion: Rogers Simpson made a motion to approve a variance of the Apopka Code of Ordinances, Part III, Land Development Code, Article II, Section 2.02.05(H)(2) to allow a 6-foot tall composite fence within a 5-foot wide bufferyard in lieu of the required 6-foot tall brick, stone or decorative block wall within a 5-foot wide bufferyard on the western, northern and eastern perimeters of the property owned by Laura R. Murphy and located at 359 West Lester Road. Motion seconded by Patrice Phillips. Aye votes were cast by James Greene, Linda Laurendeau, Patrice Phillips, Roger Simpson, and John Sprinkle (5-0). (Vote taken by poll.)

At 7:17 p.m. the Planning Commission recessed for a 10-minute break.

At 7:27 p.m. the Planning Commission reconvened.

QUASI-JUDICIAL - VARIANCE REQUEST – HIDDEN LAKE RESERVE SUBDIVISION -

Chairperson Greene stated this is a request to approve a variance of the Apopka Code of Ordinances, Part III, Land Development Code, Article II, Section 2.02.07(H)(1)(a) to allow a 6-foot high aluminum fence with masonry columns for portions of the proposed wall length and a 6-foot high vinyl fence as part of screening in areas adjacent to North Bradshaw Road or eastern property line in lieu of the required 6-foot tall brick, stone or decorative block wall for property owned by TGINF, LLC, c/o Alan Goldberg and located at 501 Old Dixie Highway.

Chairperson Greene asked if there were any affected parties in attendance that wished to speak.

Eric Jay, 227 North Bradshaw Road, Apopka, requested affected party status due to his property being across Bradshaw Road from the subject property.

The Planning Commission unanimously agreed to consider Mr. Jay an affected party.

Chairperson Greene asked if the Commission members had any ex parte communications to divulge regarding this item. No ex parte communications occurred.

Staff Presentation: Ms. Sanchez stated this is a request to approve a variance of the Apopka Code of Ordinances, Part III, Land Development Code, Article II, Section 2.02.07(H)(1)(a) to allow a 6-foot high aluminum fence with masonry columns for portions of the proposed wall length and a 6-foot high vinyl fence as part of screening in areas adjacent to North Bradshaw Road or eastern property line in lieu of the required 6-foot tall brick, stone or decorative block wall for property owned by TGINF, LLC, c/o Alan Goldberg and located at 501 Old Dixie Highway. The land use is Medium Low Density Residential (0 – 7.5 du/ac) and the zoning is R-3 (Residential Multiple-Family). The existing use is vacant land and the proposed use is a townhome development. The tract size is 15.88 +/- acres.

MINUTES OF THE PLANNING COMMISSION REGULAR MEETING HELD ON JUNE 12, 2018, AT 5:30 P.M.

Variance Request Summary: Section 2.02.07(H)(1)(a) – Bufferyard requirements. A six-foot-high brick, stone or decorative block finished wall adjacent to all external roadways, erected inside a minimum ten-foot landscaped bufferyard. Landscape material 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.

Variance Request - Code Standard, Sec. 2.02.07(H)(1)(a) – Bufferyard requirements – A six-foot-high brick, stone or decorative block finished wall adjacent to all external roadways, erected inside a minimum ten-foot landscaped bufferyard..

- *Applicant Request* - Allow a 6' high masonry wall or 6' high aluminum fence with columns for 50% of the proposed wall length and the use of a 6' high vinyl fence or a landscape barrier as a screening method in areas with excessive sloping conditions for a substitute to the required six-foot-high brick, stone or decorative block finished wall adjacent to the North Bradshaw Road or eastern property line.

Variance Process: Per Land Development Code Section 10.02.00, the Planning Commission shall follow two steps to approve a variance:

Step 1: Section 10.02.02.A, Limitations on Granting Variances. The Planning Commission “shall first determine whether the need for the proposed variance arises out of the physical surroundings, shape topographical conditions, or other physical or environment conditions that are unique to the specific property involved.” This is known as a physical hardship. If the Planning Commission makes this determination, then it must take action on the seven variance criteria set forth in Section 10.02.02.B.

Step 2: Section 10.02.02.B, Required Findings. Once a “physical hardship” has been determined, the Planning Commission shall not vary from the requirements of any provision of the LDC unless it makes a positive finding, based on substantial competent evidence, on the seven variance criteria.

Applicable City Code: Section 2.02.15(G)(3) – Areas adjacent to residential uses or districts shall provide a six-foot-high masonry wall within a minimum of 50-foot landscaped bufferyard.

Variance Hardship Determination (Step 1): The first step of the variance determination process is to determine if a hardship occurs pursuant to Section 10.02.02.A, “whether the need for the proposed variance arises out of the physical surroundings, shape topographical conditions, or other physical or environment conditions that are unique to the specific property involved.”

Staff Response: Staff supports a physical and environmental condition hardship because wetlands extend across the North Bradshaw Road right-of-way, and grade. A staff recommendation is provided herein.

Seven Variance Criteria Findings (Step 2): If the Planning Commission accepts the hardship in Paragraph A. above, the second step is to make a finding on the seven criteria below. The Planning Commission must make a positive finding, based on substantial competent evidence, on each of the following seven criteria:

1. There are practical difficulties in carrying out the strict letter of the regulation [in] that the requested variance relates to a hardship due to characteristics of the land and not solely on the needs of the owner.

Applicant's Response: Yes. The variance has also previously been discussed with City Staff to ensure it will conform to the intended outline of the City's comprehensive plan. The Hidden Lake Reserve eastern property line abuts the existing 25' wide North Bradshaw Road right-of-way. Currently, North Bradshaw Road is an unimproved right-of-way. Wetlands extend across the right-of-way, creating a difficulty to construct a ten-foot buffer and a brick wall. In addition, the Hidden Lake Reserve natural topography has excessive slopes to the unnamed waterbody. This sloping condition is most prominent along the eastern property line (North Bradshaw Road).

Staff's Response: No objection.

2. The variance request is not based exclusively upon a desire to reduce the cost of developing the site.

Applicant's Response: The Hidden Lake Reserve grading must address excessive sloping while meeting existing grades along the eastern property line. This sloping condition provides challenges in the constructability of a brick, stone or decorative block wall to screen an unimproved right-of-way, while dealing with an existing waterbody.

Staff's Response: No objection.

3. The proposed variance will not substantially increase congestion on surrounding public streets.

Applicant's Response: The Hidden Lake Reserve eastern bufferyard proposes a screening option and will not increase congestion on any surrounding public streets. Additionally, there is no increase in the proposed PDP application units or traffic distribution to the unimproved North Bradshaw Road.

Staff's Response: No objection.

4. The proposed variance will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site.

Applicant's Response: The proposed Hidden Lake Reserve eastern bufferyard will not diminish property values, nor alter the essential character of the area surrounding the site. The subject property will provide the code required bufferyard width along the eastern property line.

Staff's Response: City staff does not hold professional expertise to address property values.

5. The effect of the proposed variance is in harmony with the general intent of this code and the specific intent of the relevant subject area(s) of the code.

Applicant's Response: The proposed Hidden Lake Reserve eastern bufferyard is in harmony with the intent of this code. The subject property will provide a 10' wide landscaped bufferyard with optional forms of screening methods, which is the intent of the minimum 10' wide bufferyard with six-foot-high brick, stone or decorative block finished wall.

Staff Response: No objection.

6. Special conditions and circumstances do not result from the actions of the applicant.

Applicant's Response: The proposed Hidden Lake Reserve eastern bufferyard will not create a special condition or circumstance. The subject property will provide a 10' wide landscaped bufferyard with optional forms of screening methods.

Staff Response: No objection.

7. That the variance granted is the minimum variance which will make possible the reasonable use of the land, building or structure. The proposed variance will not create safety hazards and other detriments to the public.

Applicant's Response: The proposed Hidden Lake Reserve eastern bufferyard will provide a 10' wide landscaped bufferyard with a minimum 6' high vinyl fence or landscape barrier as a screening method on excessively sloped areas of the site. Utilizing the use of a fence or landscape barrier will allow a more constructible screening method on the excessive slopes, thus providing a minimum variance from the code. The subject property will provide the code required bufferyard width and will not create a safety hazard or detriment to the public.

Staff Response: No objection.

Based on the information provided by the applicant at the hearing for the variance requested, Planning Commission must first determine that sufficient substantially competent information indicates "whether a need for the proposed variance arises out of the physical surroundings, shape topographical conditions, or other physical or environment conditions that are unique to the specific property involved." If so, then the Planning Commission must find that substantially competent information occurs to accept each of the seven variance criteria.

The Planning Commission has the authority to approve, deny, or approve with conditions the requested variance.

If Planning Commission approves the Variance, the following language is recommended:

Staff supports the following:

- (a) North of the lake -- A six-foot high brick wall and ten-foot buffer tract shall run from the northeast corner to a point nearest the lift station. From that point south, a wrought-iron style fence or brick wall shall extend southward to a point no closer than 25 feet from the wetland line. Staff supports variance to waive the brick wall from the southern-most upland buffer line to the northern-most 25-foot upland buffer line); and
- (b) South of the Lake: A six-foot high brick wall shall extend from the southwest corner to the north-south apex, and a wrought-iron or brick wall shall be constructed to a point within 25 feet of the wetland line.

Applicant requests: Approve a variance from Section 2.02.07(H)(1)(a), Land Development Code, to allow a 6-foot tall vinyl fence 239 feet from the most southeastern point of the parcel along N. Bradshaw Road to the conservation point, 282 feet at length. As well as, a vinyl fence after 273 feet from the most northeastern point to the lift station on N. Bradshaw Road to the conservation point, 141 feet at length. The variance shall expire at the time the site redevelops, allowing conformance to the buffer requirements applicable at that time.

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.

Petitioner Presentation: Bob Wanas, Madden, Moorhead, & Stokes, Inc., 431 E. Horatio Ave, Suite 260, Maitland, stated that he represents the owner. He explained the topography of the location along the eastern side of the property and why they are requesting a variance of the brick wall.

Affected Party: Eric Jay, 227 North Bradshaw Road, Apopka, stated that his property is directly across Bradshaw Road from the subject property and requested the Planning Commission require a brick wall on the southeastern corner across from his home and his next door neighbor's home.

Mr. Moon reviewed the map provided by the applicant that depicts the buffering being requested on all four sides of the property. In particular the eastern side where the wetlands are located.

A lengthy discussion ensued between staff, the City Attorney, the developer, and the Planning Commission regarding the variance request and whether the Planning Commission could place a condition on the variance requiring a brick wall along the western side between the property and Apopka Elementary.

Mr. Brackins advised the Planning Commission that they could only address the variance that was requested.

Chairperson Greene opened the meeting for public hearing. With no one wishing to speak, Chairperson Greene closed the public hearing.

Motion: Linda Laurendeau made a motion to determine a hardship does occur pursuant to Section 10.02.02.A, that the need for the proposed variance arises out of the physical surroundings, shape topographical conditions, or other physical or environment conditions that are unique to the specific property due to the wetland area owned by TGINF, LLC, c/o Alan Goldberg and located at 501 Old Dixie Highway. Motion seconded by John Sprinkle. An Aye vote was cast by James Greene; No votes were cast by Linda Laurendeau, Patrice Phillips, Roger Simpson, and John Sprinkle (4-1). (Vote taken by poll.)

The Motion failed.

QUASI-JUDICIAL – PRELIMINARY DEVELOPMENT PLAN – HIDDEN LAKE RESERVE SUBDIVISION - Chairperson Greene stated this is a request to find the Hidden Lake Reserve Subdivision Preliminary Development Plan consistent with the Comprehensive Plan and Land Development Code; and recommend approval of the Hidden Lake Reserve Subdivision Preliminary Development Plan subject to the Conditions of Approval, findings of this staff report, and findings of the buffer/wall variance for the property owned by TGINF, LLC and located at 501 Old Dixie Highway.

Chairperson Greene asked if there were any affected parties in attendance that wished to speak. No one spoke.

Chairperson Greene asked if the Commission members had any ex parte communications to divulge regarding this item. No ex parte communications occurred.

Staff Presentation: Jean Sanchez, Planner II, stated this is a request to find the Hidden Lake Reserve Subdivision Preliminary Development Plan consistent with the Comprehensive Plan and Land Development Code; and recommend approval of the Hidden Lake Reserve Subdivision Preliminary Development Plan subject to the Conditions of Approval, findings of this staff report, and findings of the buffer/wall variance for the property owned by TGINF, LLC and located at 501 Old Dixie Highway.

MINUTES OF THE PLANNING COMMISSION REGULAR MEETING HELD ON JUNE 12, 2018, AT 5:30 P.M.

The applicant and engineer is Madden, Moorhead and Stokes, Inc., c/o Chad Moorhead, P.E. The future land use is Medium Low Density Residential (0 – 7.5 du/ac) and the zoning is R-3 (Residential Multiple Family). The existing use is vacant land. The proposed use is a 92 Townhome development with 18 buildings. There will be 8 buildings with 4 units each and 10 buildings with 6 units each. The minimum lot size is one acre and the minimum living area is 1,350 square feet. The building height is up to 35 feet. The proposed density is 6.78 du/ac. The tract size is 13.57 +/- acres (developable area); 15.88 +/- acres total.

The Hidden Lake Reserve Subdivision Preliminary Development Plan proposes a gated, townhome community with a maximum of 92 townhome units, private streets, and a community pool and cabana. The minimum typical lot for a townhome building is one acres with a required minimum living area of 1,350 square feet for each residential units as set forth in Chapter 2 of the Land Development Code.

Setbacks: The minimum setbacks applicable to this project are:

Setback	Min. Standard
Front	25’*
Side	0, 10’**
Rear	20’***
Corner	25’

*Front-entry garage must be setback 30 feet and 50 feet from to front between buildings

**20 feet distance requirement between structures.

***50 feet from rear to rear between buildings.

Access: Ingress/egress access point for the development will occur via full access onto Old Dixie Highway. In addition, an emergency road and gate connects the internal street with Shirley Drive within Clayton Estates. The emergency road will provide additional access points for emergency vehicles for both Clayton Estates and for Hidden Lake Reserve. A cross access easement is placed across the internal streets within Hidden Lake Reserve to allow students from Apopka Elementary School to walk from Clayton Estates to the school without having to use Vick Road. Further, the children and families within Clayton Estates and Hidden Reserve can walk a short distance to visit friends in the abutting community. Otherwise, the walk between the communities is a much as 1.3 miles via Old Dixie Highway and Vick Roads instead of a few hundred feet in some cases.

Stormwater: The retention ponds, located on the north and south of existing water body or conservation area of the site, have been designed to meet the City’s Land Development Code requirements.

Bufferyard: Along Old Dixie Highway -- A 6-foot tall masonry and or 6-foot tall wrought iron fence with masonry columns within a 10-foot wide buffer tract is proposed by the applicant along Old Dixie Highway. Along Old Dixie Highway the Code requires a six foot-brick wall but the City may accept up to 50% of the wall to comprise wrought-iron style fence with columns. As the applicant has not identified where the 50% wrought-iron type fence will be place, planning staff does not support the wrought-iron-style fence.

Northern Perimeter next to Clayton Estates -- A 6-foot high brick wall exists on the north perimeter within a 10-foot wide buffer tract within the Clayton Estates Residential Subdivision, which is owned and maintained by Clayton Estates.

Eastern Project Line -- The City Code requires a ten-foot buffer and a six-foot high wall along Bradshaw Road. The applicant has applied for a variance to allow a six foot vinyl fence along the eastern property line in lieu of a brick wall within the 10 foot landscape buffer. The buffer and wall type shall be presented and determined through the variance application process.

MINUTES OF THE PLANNING COMMISSION REGULAR MEETING HELD ON JUNE 12, 2018, AT 5:30 P.M.

Western Project Line -- Also proposed is a 6-foot tall vinyl fence within a ten-foot wide buffer tract abutting the single-family homes at the southwestern corner of the project and along Apopka Elementary School. The Code requires a brick wall within a 10-foot landscape buffer adjacent to single-family residential. The Code does not require residential development to provide a buffer wall between the proposed residential homes and the school property. A gate for cross access during school hours/sessions will also be provided between the school and Hidden Lake Reserve. OCPS supports the gate and pedestrian cross access easement within Hidden Lake. Both OCPS planning staff and City planning staff have asked the applicant to provide a brick wall in lieu of a vinyl fence next to the school for safety and appearance purpose, but the applicant states the he will only provide a vinyl fence. The Code does not require residential development to provide a buffer wall between residential homes and the public school.

A minimum of two spaces within the lot is required for each townhome unit. Applicant does not propose any requirement to have one- or two- car enclosed garages. All parking, then, can occur within the driveway. The garage is setback 30 feet from the front property line. No over-flow parking is provided and no parking is provided at the pool facility. Guests and cars not parked in the driveway will park in the street.

Conditions of Approval: (1) Wall within Old Dixie Highway bufferyard shall be a six-foot high brick or masonry wall. Not wrought-iron fence will be allowed unless approved by the City at the Final Development Plan, and no more than 50% of the wall length along Old Dixie Highway shall be wrought-iron. (2) A six-foot high brick wall shall be placed within a 10-foot wide bufferyard adjacent to the single-family homes at the southeastern corner of the project.

This development has an executed and recorded Capacity Enhancement Agreement with Orange County Public Schools (OCPS). School concurrency shall be required at Final Development Plan approval and no development activity can occur until such time that a concurrency mitigation agreement has been approved by OCPS.

The Development Review Committee recommends approval of the Hidden Lake Reserve Subdivision Preliminary Development Plan/Plat subject to the findings of this staff report and the buffer/wall variance public hearing for VAR18-06 TGINF.

Staff recommended the Planning Commission find the Hidden Lake Reserve Subdivision Preliminary Development Plan consistent with the Comprehensive Plan and Land Development Code; and recommend approval of the Hidden Lake Reserve Subdivision Preliminary Development Plan subject to the Conditions of Approval, findings of this staff report, and findings of the buffer/wall variance public hearing for VAR18-06 TGINF for the property owned by TGINF, LLC and located at 501 Old Dixie Highway.

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.

Mr. Moon stated that a cross access easement is placed across the internal streets within Hidden Lake Reserve to allow students from Apopka Elementary School to walk from Clayton Estates to the school without having to use Vick Road. Further, the children and families within Clayton Estates and Hidden Reserve can walk a short distance to visit friends in the abutting community.

In response to questions by Mr. Sprinkle, Mr. Moon stated that the applicant may be able to coordinate with Orange County Public Schools to install gates that would be open during school hours and then locked when school is closed.

In response to concerns by Mr. Sprinkle, Pam Richmond, AICP, Senior Planner, stated that a traffic study was completed and it was found that the project does not generate enough traffic to require any turn lanes into or out of the project.

Mr. Sprinkle disagreed and stated that due to the heavy traffic along Old Dixie Highway, especially around the school, the Wawa and Bradshaw Road, there should be turn lanes.

Ms. Richmond reiterated that the traffic study specifically addressed a left turn lane but it was found to be unwarranted.

Mr. Moon added that it was his understanding that Old Dixie Highway is maintained by Orange County and any improvements would require Orange County approval.

In response to a question by Chairperson Greene, Ms. Sanchez stated that currently the school children have to walk all the way around the property due to heavy brush on the subject property.

In response to a question by Mr. Sprinkle, Ms. Sanchez stated there would be a brick wall along Old Dixie Highway.

During the discussion of the buffers, the Planning Commission decided to revisit the previous variance request.

Motion: Linda Laurendeau made a motion to Table the request to recommend approval of the Preliminary Development Plan for the property owned by TGINF, LLC, c/o Alan Goldberg and located at 501 Old Dixie Highway. Motion seconded by John Sprinkle. Aye votes were cast by James Greene, Linda Laurendeau, Patrice Phillips Roger Simpson, and John Sprinkle (5-0). (Vote taken by poll.)

Motion: John Sprinkle made a motion to reopen Item #8, Variance Request, Hidden Lake Reserve Subdivision, for the property owned by TGINF, LLC, c/o Alan Goldberg and located at 501 Old Dixie Highway. Motion seconded by Linda Laurendeau. Aye votes were cast by James Greene, Linda Laurendeau, Patrice Phillips Roger Simpson, and John Sprinkle (5-0). (Vote taken by poll.)

Motion: Chairperson Greene made a motion to reconsider the Motion to find a Hardship for Item #8, Variance Request, Hidden Lake Reserve Subdivision, for the property owned by TGINF, LLC, c/o Alan Goldberg and located at 501 Old Dixie Highway. Motion seconded by John Sprinkle. Aye votes were cast by James Greene, Linda Laurendeau, Patrice Phillips Roger Simpson, and John Sprinkle (5-0). (Vote taken by poll.)

Mr. Brackins, City Attorney, advised the Planning Commission that if they found a hardship, they needed to specify in the motion what the hardship was.

Motion: Chairperson Greene made a motion to determine the wetlands located on the eastern side of the subject property a hardship pursuant to Section 10.02.02.A, that states the need for a variance arises out of the physical surroundings, shape topographical conditions, or other physical or environment conditions that are unique to the specific property owned by TGINF, LLC, c/o Alan Goldberg, and located at 501 Old Dixie Highway. Motion seconded by John Sprinkle. Aye votes were cast by James Greene, Linda Laurendeau, Patrice Phillips, Roger Simpson, and John Sprinkle (5-0). (Vote taken by poll.)

Motion: John Sprinkle made a motion to approve a variance of the Apopka Code of Ordinances, Part III, Land Development Code, Article II, Section 2.02.07(H)(1)(a) to allow, north of the lake, a six-foot high brick wall and ten-foot buffer tract shall run from the northeast corner to a point nearest the lift station. From that point south, a brick wall shall extend southward to a point no closer than 25 feet from the wetland line; to waive the brick wall from the southern-most upland buffer line to the northern-most 25-foot upland buffer line; and south of the Lake to allow a six-foot high brick wall to extend from the southwest corner to the north-south apex, and a brick wall shall be constructed to a point within 25 feet of the wetland line for property owned by TGINF, LLC, c/o Alan Goldberg and located at 501 Old Dixie Highway.

In response to questions about requiring a wall along the western side of the property, Mr. Brackins advised the Planning Commission that they could only address the specifics in the variance request.

Motion: John Sprinkle revised his motion to approve a variance of the Apopka Code of Ordinances, Part III, Land Development Code, Article II, Section 2.02.07(H)(1)(a) to allow a six-foot high brick wall be constructed to a point within 25 feet of the wetland line for property owned by TGINF, LLC, c/o Alan Goldberg, and located at 501 Old Dixie Highway. Motion seconded by Linda Laurendeau. Aye votes were cast by James Greene, Linda Laurendeau, Patrice Phillips, Roger Simpson, and John Sprinkle (5-0). (Vote taken by poll.)

Motion: Linda Laurendeau made a motion to remove from the Table the request to recommend approval of the Preliminary Development Plan for the property owned by TGINF, LLC, c/o Alan Goldberg, and located at 501 Old Dixie Highway. Motion seconded by John Sprinkle. Aye votes were cast by James Greene, Linda Laurendeau, Patrice Phillips Roger Simpson, and John Sprinkle (5-0). (Vote taken by poll.)

Petitioner: In response to concerns raised by Mr. Sprinkle and Mr. Simpson, Mr. Wanas stated the traffic study did not require turn lanes or pedestrian access.

Mr. Moon advised the Planning Commission that Old Dixie Highway was an Orange County maintained roadway.

Mr. Wanas stated that the entrance will allow a stacking distance for two vehicles.

Chairperson Greene opened the meeting for public hearing. With no one wishing to speak, Chairperson Greene closed the public hearing.

Motion: John Sprinkle made a motion to find the Hidden Lake Reserve Subdivision Preliminary Development Plan consistent with the Comprehensive Plan and Land Development Code; to recommend approval of the Hidden Lake Reserve Subdivision Preliminary Development Plan subject to the Conditions of Approval; subject to a six-foot high brick wall to be placed within a 10-foot wide bufferyard adjacent to the single-family homes at the southeastern corner of the project; subject to the findings of the buffer/wall variance; and subject to the recommended additional condition for the construction of a six-foot high brick or masonry wall along the western property line for the safety and welfare of students attending the adjacent school, for the property owned by TGINF, LLC and located at 501 Old Dixie Highway. Motion seconded by Linda Laurendeau. Aye votes were cast by James Greene, Linda Laurendeau, Patrice Phillips, Roger Simpson, and John Sprinkle (5-0). (Vote taken by poll.)

QUASI-JUDICIAL – FINAL DEVELOPMENT PLAN/PLAT – STANTON RIDGE - Chairperson Greene stated this is a request to find the proposed Stanton Ridge Final Development Plan and Plat consistent with the Land Development Code and Comprehensive Plan, and recommend approval of Final Development Plan and Plat, subject to the findings of this staff report for the property owned by Central Florida Expressway Authority and located astride S.R. 429, west of the intersection of Belgian Street and Plymouth Sorrento Road.

Chairperson Greene asked if there were any affected parties in attendance that wished to speak. No one spoke.

Chairperson Greene asked if the Commission members had any ex parte communications to divulge regarding this item. No ex parte communications occurred.

Staff Presentation: Mr. Moon stated this is a request to find the proposed Stanton Ridge Final Development Plan and Plat consistent with the Land Development Code and Comprehensive Plan, and recommend approval of Final Development Plan and Plat, subject to the findings of this staff report for the property owned by Central Florida Expressway Authority and located astride S.R. 429, west of the intersection of Belgian Street and Plymouth Sorrento Road. The applicant is the Central Florida Expressway Authority. The existing use is a vacant single-family residential subdivision. The proposed development is a replat of the existing subdivision to accommodate 33 single family lots impacted by S.R. 429 right-of-way. The lot sizes are 95' x 130'. The land use is Residential Low Suburban (0-3.5 du/ac) and the zoning is R-1AA. The project size is 20.59 +/- acres.

Stanton Ridge was platted as a 65 lot subdivision in 2007 with access to Plymouth Sorrento Road from Belgian Street. Before homes were constructed in the platted Stanton Ridge subdivision, the Central Florida Expressway Authority (then the Orlando-Orange County Expressway Authority) acquired the subdivision to use the eastern portion for S.R. 429 right-of-way. By minor redesign of the subdivision, thirty-three of the original lots can be saved, all on the west side of S.R. 429. Access to the subdivision will continue from Belgian Street, which now has a bridge extending over S.R. 429. Belgian Street is a public road owned and maintained by the City. The bridge will be maintained by the Central Florida Expressway Authority.

Lots range from the smallest at 12,350 sq. ft. to the largest at 23,862 sq. ft. Majority of lots exceed 12,500 sq. ft.

A development agreement will accompany the new final development plan and plat when they appear before City Council at a public hearing. Development agreement is to address the following:

1. Delay landscaping and tree planting along the streets and common areas until a homebuilder acquires the project from the Central Florida Expressway Authority.
2. Delay completion of the park and recreation facilities until a homebuilder acquires the project.
3. Belgian Street landscape maintenance by the Stanton Ridge HOA.
4. Maintenance of the bridge.
5. Assurances to the future homebuilder that entitlements are in place, allowing home construction to proceed.

Development Profile:

No. of residential lots: 33 single family residential lots
Minimum lot width: 95 feet
Minimum lot depth: 130 Feet
Minimum lot size: 12,350 square feet
Minimum house livable area: 1,700 square feet

Setbacks:

Front: Min. 25 feet
Rear: Min. 20 feet
Side: Min. 10 feet
Garage: 30 feet (front entry)

The proposed use of the property is consistent with the Residential Low Suburban Future Land Use Designation and the R-1AA zoning category.

A School Capacity Enhancement Agreement has been approved by OCPS. The location is served by the following schools: Wolf Lake Elementary, Wolf Lake Middle, and Apopka High School. As the plat was previously recorded, school capacity enhancement and concurrency have already been satisfied.

Notification occurred to Orange County occurred through the Development Review Committee agenda distribution, of which Orange County is on the notification list.

The Development Review Committee recommends approval of the Stanton Ridge Final Development Plan and Plat.

Staff recommended the Planning Commission find the Stanton Ridge Final Development Plan and Plat consistent with the Comprehensive Plan and Land Development Code, and recommend approval of the Stanton Ridge Final Development Plan and Plat, subject to City Council approval of a Development Agreement.

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.

Petitioner: Scott Glass, Shutts & Bowen LLP, 300 South Orange Avenue, Suite 1600 Orlando, stated he did not have a presentation.

Chairperson Greene opened the meeting for public hearing. With no one wishing to speak, Chairperson Greene closed the public hearing.

Motion: Roger Simpson made a motion to find the proposed Stanton Ridge Final Development Plan and Plat consistent with the Land Development Code and Comprehensive Plan, and recommend approval of Final Development Plan and Plat, subject to the findings of this staff report for the property owned by Central Florida Expressway Authority and located astride S.R. 429, west of the intersection of Belgian Street and Plymouth Sorrento Road. Motion seconded by Linda Laurendeau. Aye votes were cast by James Greene, Linda Laurendeau, Patrice Phillips, Roger Simpson, and John Sprinkle (5-0). (Vote taken by poll.)

QUASI-JUDICIAL – FINAL DEVELOPMENT PLAN – WEKIVA RIVERWALK SHOPPING CENTER - Chairperson Greene stated this is a request to find the proposed Wekiva Riverwalk Shopping Center Final Development Plan consistent with the Comprehensive Plan and Land Development Code; and recommend approval of the Wekiva Riverwalk Shopping Center Final Development Plan, subject to the findings of this staff report for the property owned by Woolbright Wekiva, LLC and located at 2121 East Semoran Boulevard.

Chairperson Greene asked if there were any affected parties in attendance that wished to speak. No one spoke.

Chairperson Greene asked if the Commission members had any ex parte communications to divulge regarding this item. No ex parte communications occurred.

Staff Presentation: Mr. Howard stated this is a request to find the proposed Wekiva Riverwalk Shopping Center Final Development Plan consistent with the Comprehensive Plan and Land Development Code; and recommend approval of the Wekiva Riverwalk Shopping Center Final Development Plan, subject to the findings of this staff report for the property owned by Woolbright Wekiva, LLC and located at 2121 East Semoran Boulevard. The engineer is Sun-Tech Engineering, Inc., Clifford R. Loutan, P.E. The land use is Commercial and the zoning is C-1. The existing use is a retail shopping plaza and the proposed use is a grocery store. The development size is 28,600 square feet.

The Wekiva Riverwalk Shopping Center Final Development Plan proposes a 28,600 square foot grocery store in the northeastern corner of the existing Wekiva Riverwalk shopping center building. Currently located in this tenant space is a restaurant and retail space. The Final Development Plan details an 8,500 square foot addition to the portion of the existing building where the grocery store is proposed. The addition will be constructed in an area that is currently used for parking and a drive aisle. The drive aisle leads into a driveway opening that currently allows access into the shopping center from Wekiwa Springs Road. The Final Development Plan proposes relocation of the driveway opening 90-feet to the south along Wekiwa Springs Road to accommodate the proposed building addition. Wekiwa Springs Road is an Orange County maintained road. Orange County has provided correspondence to the City indicating approval of the relocation of the driveway opening 90-feet to the south along Wekiwa Springs Road, and will issue a permit for the driveway relocation upon the City of Apopka's approval of the Final Development Plan.

The Final Development Plan provides a demolition plan which proposes the removal of 52 parking spaces to allow for the 8,500 square foot building addition. Upon removal of the existing parking spaces to allow for the building addition, a total of 1,237 parking spaces will be provided in the Wekiva Riverwalk shopping center. This is a sufficient amount of parking to accommodate the proposed grocery store and the existing uses located in the shopping center. The applicant has submitted a parking statement prepared by a professional engineer which concludes there will be a sufficient amount of parking provided in the shopping center with the removal of the parking spaces that will accommodate the building addition. Staff has accepted and is in agreement with this parking statement.

Access to the site will be provided via a relocated driveway opening located 90-feet to the south along Wekiwa Springs Road, and existing driveway openings located along Semoran Boulevard. Wekiwa Springs Road is an Orange County maintained road. Orange County has provided correspondence to the City indicating approval of the relocation of the driveway opening 90-feet to the south along Wekiwa Springs Road.

Staff found the proposed building elevations to be designed in accordance with the City's Development Design Guidelines.

MINUTES OF THE PLANNING COMMISSION REGULAR MEETING HELD ON JUNE 12, 2018, AT 5:30 P.M.

Stormwater run-off and drainage is accommodated by an existing on-site stormwater drainage system.

The applicant has provided a detailed landscape and irrigation plan for the portion of the parking lot in front of the proposed grocery store. The planting materials and irrigation system design are consistent with the water-efficient landscape standards set forth in Ordinance No. 2069.

The Development Review Committee recommends the approval of the Wekiva Riverwalk Shopping Center Final Development Plan.

The role of the Planning Commission for this development application is to advise the City Council to approve, deny, or approve with conditions based on consistency with the Comprehensive Plan and Land Development Code.

Staff recommended the Planning Commission find the Wekiva Riverwalk Shopping Center Final Development Plan consistent with the Comprehensive Plan and Land Development Code; and recommend approval of the Wekiva Riverwalk Shopping Center Final Development Plan, subject to the findings of this staff report for the property owned by Woolbright Wekiva, LLC and located at 2121 East Semoran Boulevard.

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.

Petitioner: Julie Kendig, GreenbergTraurig, 450 South Orange Avenue, Orlando, stated she represented the owner as their legal counsel, they support the staff report, and she was available to answer any questions.

Chairperson Greene opened the meeting for public hearing. With no one wishing to speak, Chairperson Greene closed the public hearing.

Motion: Roger Simpson made a motion to find the proposed Wekiva Riverwalk Shopping Center Final Development Plan consistent with the Comprehensive Plan and Land Development Code; and recommend approval of the Wekiva Riverwalk Shopping Center Final Development Plan, subject to the findings of this staff report for the property owned by Woolbright Wekiva, LLC and located at 2121 East Semoran Boulevard. Motion seconded by Patrice Phillips. Aye votes were cast by James Greene, Linda Laurendeau, Patrice Phillips, Roger Simpson, and John Sprinkle (5-0). (Vote taken by poll.)

OLD BUSINESS: None.

NEW BUSINESS: None

ADJOURNMENT: The meeting was adjourned at 9:19 p.m.

/s/

James Greene, Chairperson

/s/

James K. Hitt, FRA-RA
Community Development Director

10.02.00. - VARIANCES

10.02.01. - Generally.

- A. *Granted by zoning board of appeals.* The zoning board of appeals may grant a zoning variance from the strict application of this code as indicated, provided the following procedures are followed and findings made.
- B. *Variances to be considered as part of zoning board of appeals review.* Any person desiring to undertake a development activity not in conformance with the code may apply for a variance in conjunction with the application for development review. A development activity that might otherwise be approved by the director must be approved by the zoning board of appeals if a variance is sought. The variance shall be granted or denied in conjunction with the application for development review.
- C. *Notice of public hearing.* Notification and advertisement of a public hearing for a variance request shall be in accord with article XII, section 12.04.04 of this code.

10.02.02. - Limitations on granting variances.

- A. *Initial determination.* The zoning board of appeals shall first determine whether the need for the proposed variance arises out of the physical surroundings, shape, topographical condition, or other physical or environmental conditions that are unique to the specific property involved. If so, the zoning board of appeals shall make the following required findings based on the granting of the variance for that site alone. If, however, the condition is common to numerous sites so that requests for similar variances are likely to be received, the zoning board of appeals shall make the required findings based on the cumulative effect of granting the variance to all who may apply.

Under no circumstances shall the zoning board of appeals grant a variance to permit a use not generally or by special exception permitted in this code or any use expressly or by implication prohibited by the terms of this code. Further, under no circumstance shall the zoning board of appeals offer or accept any negotiation to grant a variance in exchange for any other land use alterations on the affected parcel or any other parcel of land.

No nonconforming use of neighboring lands, structures or buildings in other zoning districts shall be considered grounds for the authorization of the variance.

- B. *Required findings.* The zoning board of appeals shall not vary the requirements of any provision of this code unless the board makes a positive finding, based on substantial competent evidence, on each of the following:
 - 1. There are practical difficulties in carrying out the strict letter of the regulation [in] that the requested variance relates to a hardship due to characteristics of the land and not solely on the needs of the owner.
 - 2. The variance request is not based exclusively upon a desire to reduce the cost of developing the site.
 - 3. The proposed variance will not substantially increase congestion on surrounding public streets.
 - 4. The proposed variance will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site.
 - 5. The effect of the proposed variance is in harmony with the general intent of this code and the specific intent of the relevant subject area(s) of the code.
 - 6. Special conditions and circumstances do not result from the actions of the applicant.
 - 7. That the variance granted is the minimum variance which will make possible the reasonable use of the land, building or structure. The proposed variance will not create safety hazards and other detriments to the public.

- C. *Imposition of conditions.* In granting a development approval involving a variance, the development review board may impose such conditions and restrictions upon the premises benefited by a variance as may be necessary to allow a positive finding to be made on any of the foregoing factors, or to minimize the injurious effect of the variance.
- D. *Record of variances to be maintained.* The director shall maintain a record of all variances including the justification for their issuance and a copy of the notice of the variance.
- E. *Historic properties.* Notwithstanding the foregoing requirements, special variances may be granted for the reconstruction, rehabilitation or restoration of structures listed on, or classified as contributing to a district listed on, the National Register of Historic Places, the local register of historic places, or the state inventory of historic places. The special variance shall be the minimum necessary to protect the historic character and design of the structure. No special variance shall be granted if the proposed construction, rehabilitation, or restoration will cause the structure to lose its historical designation.

12.05.00. - PROCEDURE FOR APPEALING DECISIONS

12.05.01. - Appeals to the city council.

Any person or persons, jointly or severally adversely affected by a decision of any officer, administrative official, committee and/or board may appeal a final decision to the city council unless otherwise indicated in this code. Appeals are made to the city council by filing a notice of appeal with the city clerk within 30 days of the decision.

12.05.02. - Notice of appeal to the city clerk.

The notice of appeal shall contain:

- A. A statement of the decision to be reviewed, and the date of the decision.
- B. A statement of the interest of the person seeking review.
- C. The specific error alleged as the grounds of the appeal.

12.05.03. - Appellate hearing by the city council.

When a decision is appealed to the city council, the council shall conduct the hearing in compliance with the following procedures as supplemented where necessary:

- A. *Scope of review.*
 1. The city council shall set a reasonable time for hearing the appeal;
 2. The city shall require proper advertised notice thereof, as well as notice to property owners in accordance with this code;
 3. The city council shall have the authority to review questions of law, including interpretations of this code, and any constitution, ordinance, statute, law, or other rule or regulation of binding legal force.
- B. *Authority of the city council during an appeal.* The city council shall have the authority:
 1. To request briefs to be filed on behalf of any party and prescribe filing and service requirements.
 2. To hear oral argument on behalf of any party.
 3. To adjourn, continue, or grant extensions of time for compliance with these rules, either on their own motion or upon application of the party, provided no requirement of law is violated.
 4. To dispose of procedural requests or similar matters including motions to amend and motions to consolidate.
 5. To keep a record of all persons requesting notice of the decision in each case.
- C. *Decision of the city council and final action.*
 1. City councilmen shall be ruled by the conflict of interest requirement as established by the Sunshine Laws and Florida Statutes.
 2. No officer or employee of the city who has a financial or other private interest in a proposal shall participate in discussions with or give an official opinion to the hearing body on the proposal without first declaring for the record the nature and extent of the interest.
 3. The city council must affirm, reverse, or remand each contested decision.
 4. When the council affirms or reverses a contested decision pertaining to a final action of a decision-maker, that action shall be deemed to be the final action and be subject to no further review under this code.

5. When the council finds any decision to be in error, that decision shall be referred back to the decision-maker for reconsideration in light of the council's opinion. Council opinion shall not be deemed to be the final action and shall be submitted to no further review under this code.

Backup material for agenda item:

2. Preliminary Development Plan – Hidden Lake Reserve Subdivision
Sanchez
Project: TGINF, LLC – Location: 501 Old Dixie Highway

Jean



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: Preliminary Development Plan
-
-
-

MEETING OF: July 18, 2018
 FROM: Community Development
 EXHIBITS: Vicinity Map
 Aerial Map
 Zoning Map
 Preliminary Development Plan
 Landscape Plan
 OCPS DRC Comments

SUBJECT: HIDDEN LAKE RESERVE SUBDIVISION – PRELIMINARY DEVELOPMENT PLAN

REQUEST: RECOMMEND APPROVAL OF THE HIDDEN LAKE RESERVE SUBDIVISION – PRELIMINARY DEVELOPMENT PLAN

SUMMARY:

OWNER: TGINF, LLC

APPLICANT/ENGINEER: Alan Goldberg/ Chad Moorhead, P.E., Madden, Moorhead and Stokes, Inc.

LOCATION: 501 Old Dixie Highway

PARCEL ID NUMBER: 09-21-28-0000-00-006

FUTURE LAND USE: Medium Low Density Residential (0 – 7.5 du/ac)

ZONING: R-3 (Residential Multiple Family)

EXISTING USE: Vacant

PROPOSED USE: 92 Townhome Units within 18 buildings; comprised of 8 buildings with 4 units and 10 buildings with 6 units.
 Townhome Unit Minimum Living Area: 1,350 sq. ft.;
 Max. Building Height: up to 35 feet.

TRACT SIZE: 13.57 +/- acres (developable area); 15.88 +/- acres total

DENSITY: 6.78 du/ac (proposed)

FUNDING SOURCE: N/A

DISTRIBUTION

Mayor Nelson	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)	Residential Low	R-2	Clayton Estates Residential Subdivision
East (County)	Office	R-1	New England Heights Subdivision
South (City and County)	Commercial	C-1 and C-2	Car sales, automobile service station and other commercial retail uses.
West (City and County)	Institution and Medium Density Residential	PO/I and R-2	Apopka Elementary School and Single Family Residential

ADDITIONAL COMMENTS: The Hidden Lake Reserve Subdivision Preliminary Development Plan proposes a gated, townhome community with a maximum of 92 townhome units, private streets, and a community pool and cabana. The minimum typical lot for a townhome building is one acres with a required minimum living area of 1,350 square feet for each residential units as set forth in Chapter 2 of the Land Development Code.

Setbacks: The minimum setbacks applicable to this project are:

Setback	Min. Standard
Front	25’*
Side	0, 10’**
Rear	20’***
Corner	25’

- *Front-entry garage must be setback 30 feet and 50 feet from to front between buildings
- **20 feet distance requirement between structures.
- ***50 feet from rear to rear between buildings.

Access: Ingress/egress access point for the development will occur via full access onto Old Dixie Highway. In addition, an emergency road and gate connects the internal street with Shirley Drive within Clayton Estates. The emergency road will provide additional access points for emergency vehicles for both Clayton Estates and for Hidden Lake Reserve. A cross access easement is placed across the internal streets within Hidden Lake Reserve to allow students from Apopka Elementary School to walk from Clayton Estates to the school without having to use Vick Road. Further, the children and families within Clayton Estates and Hidden Reserve can walk a short distance to visit friends in the abutting community. Otherwise, the walk between the communities is a much as 1.3 miles via Old Dixie Highway and Vick Roads i stead of a few hundred feet in some cases.

Stormwater: The retention ponds, located on the north and south of existing water body or conservation area of the site, have been designed to meet the City’s Land Development Code requirements.

Bufferyard: Along Old Dixie Highway – A 6-foot tall masonry and or 6-foot tall wrought iron fence with masonry columns within a 10-foot wide buffer tract is proposed by the applicant along Old Dixie Highway. Along Old Dixie Highway the Code requires a six foot-brick wall but the City may accept up to 50% of the wall to comprise wrought-iron style fence with columns. As the applicant has not identified where the 50% wrought-iron type fence will be place, planning staff does not support the wrought-iron-style fence.

Northern Perimeter next to Clayton Estates – A 6-foot high brick wall exists on the north perimeter within a 10-foot wide buffer tract within the Clayton Estates Residential Subdivision, which is owned and maintained by Clayton Estates.

Eastern Project Line – The City Code requires a ten-foot buffer and a six-foot high wall along N. Bradshaw Road. The applicant applied for a variance to allow a six foot vinyl fence along the eastern property line in lieu of a brick wall within the 10 foot landscape buffer. At its meeting on June 12, 2018 for the public hearing process of VAR18-06 TGINF, the Planning Commission denied the variance request for a six foot tall vinyl fence but accepted a variance to waive the brick wall within the wetland and its 25-foot upland buffer area with a requirements for six-foot high brick wall along other lengths of the Bradshaw Road right-of-way as follows:

“motion to approve a variance of the Apopka Code of Ordinances, Part III, Land Development Code, Article II, Section 2.02.07(H)(1)(a) to allow, north of the lake, a six-foot high brick wall and a ten-foot wide buffer tract shall run from the northeast corner to a point nearest the lift station. From that point south, a brick wall shall extend southward to a point no closer than 25 feet from the wetland line; to waive the brick wall from the southern-most [25-foot] upland buffer line to the northern most 25-foot upland buffer line; and south of the lake to allow a six-foot high brick wall to extend from the southwest corner to the north-south apex, [then run north] and a brick wall shall be constructed to a point within 25 feet of the wetland line.”

Western Project Line – Also proposed is a 6-foot tall vinyl fence within a ten-foot wide buffer tract abutting the single-family homes at the southwestern corner of the project and along Apopka Elementary School. The Code requires a brick wall within a 10-foot landscape buffer adjacent to single-family residential. The Code does not require residential development to provide a buffer wall between the proposed residential homes and the school property. A gate for cross access during school hours/sessions will also be provided between the school and Hidden Lake Reserve. OCPS supports the gate and pedestrian cross access easement within Hidden Lake. Both OCPS planning staff and City planning staff have asked the applicant to provide a brick wall in lieu of a vinyl fence next to the school for safety and appearance purpose, but the applicant states the he will only provide a vinyl fence. The Code does not require residential development to provide a buffer wall between residential homes and the public school (which lies within a Professional Office/Institutional zoning category). The Planning Commission also recommended a six-foot high brick wall (in lieu of a vinyl fence) on the western boundary adjacent to the school property at its meeting for the variance request, VAR18-06 TGINF, on June 12, 2018.

Parking: A minimum of two spaces within the lot is required for each townhome unit. Applicant does not propose any requirement to have one- or two- car enclosed garages. All parking, then, can occur within the driveway. The garage is setback 30 feet from the front property line. No over-flow parking is provided and no parking is provided at the pool facility. Guests and cars not parked in the driveway will park in the street.

CONDITIONS OF APPROVAL:

1. Wall within Old Dixie Highway bufferyard shall be a six-foot high brick or masonry wall. Not wrought-iron fence will be allowed unless approved by the City at the Final Development Plan, and no more than 50% of the wall length along Old Dixie Highway shall be wrought-iron.
2. A six-foot high brick wall shall be placed within a 10-foot wide bufferyard adjacent to the single-family homes at the southeastern corner of the project.

3. Bufferwall and landscape buffer along the eastern project line shall be provided consistent with the requirements of variance VAR18-06, approved by Planning Commission June 12, 2018.

SCHOOL CAPACITY REPORT: This development has an executed and recorded Capacity Enhancement Agreement with Orange County Public Schools (OCPS). School concurrency shall be required at Final Development Plan approval and no development activity can occur until such time that a concurrency mitigation agreement has been approved by OCPS.

PUBLIC HEARING SCHEDULE:

June 12, 2018 - Planning Commission, 5:30 p.m.

July 18, 2018 - City Council, 7:00 p.m.

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval of the Hidden Lake Reserve Subdivision Preliminary Development Plan/Plat subject to the findings of this staff report and the buffer/wall variance public hearing for VAR18-06 TGINF.

At its meeting on June 12, 2018, the **Planning Commission** recommended:

- To find the Hidden Lake Reserve Subdivision Preliminary Development Plan consistent with the Comprehensive Plan and Land Development Code;
- To recommend approval of the Hidden Lake Reserve Subdivision Preliminary Development Plan subject to the Conditions of Approval [in the Planning Commission Staff Report];
- Subject to a six-foot high brick wall to be placed within a 10-foot wide bufferyard adjacent to the single-family homes at the southeastern corner of the project; subject to the findings of the buffer\wall variance;
- Subject to the findings of the buffer\wall variance; and
- Subject to the recommended additional condition for the construction of a six-foot high brick or masonry wall along the western property line for the safety and welfare of students attending the adjacent school, for the property owned by TGNIF,LLC.

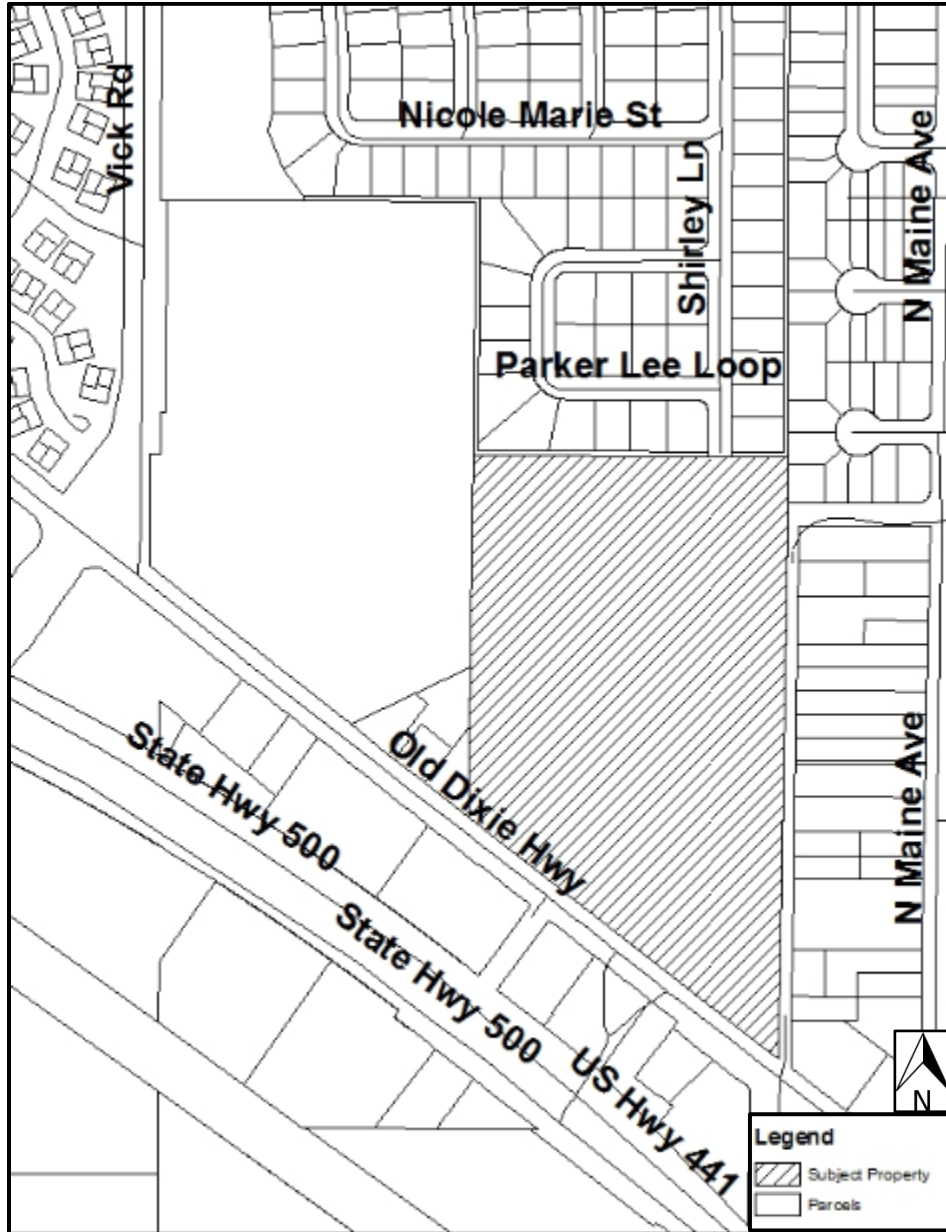
The **City Council**, at its meeting on July 18, 2018, unanimously approved continuation of this case to its August 15, 2018 meeting.

RECOMMENDED ACTION: Approve the Hidden Lake Reserve Subdivision – Preliminary Development Plan subject to the conditions of approval and findings of the staff report.

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.

Owner: TGINF, LLC
Applicant: Alan Goldberg
Parcel I.D. No: 09-21-28-0000-00-006
Location: 501 Old Dixie Highway
Total Acres: 15.88 +/- Acres

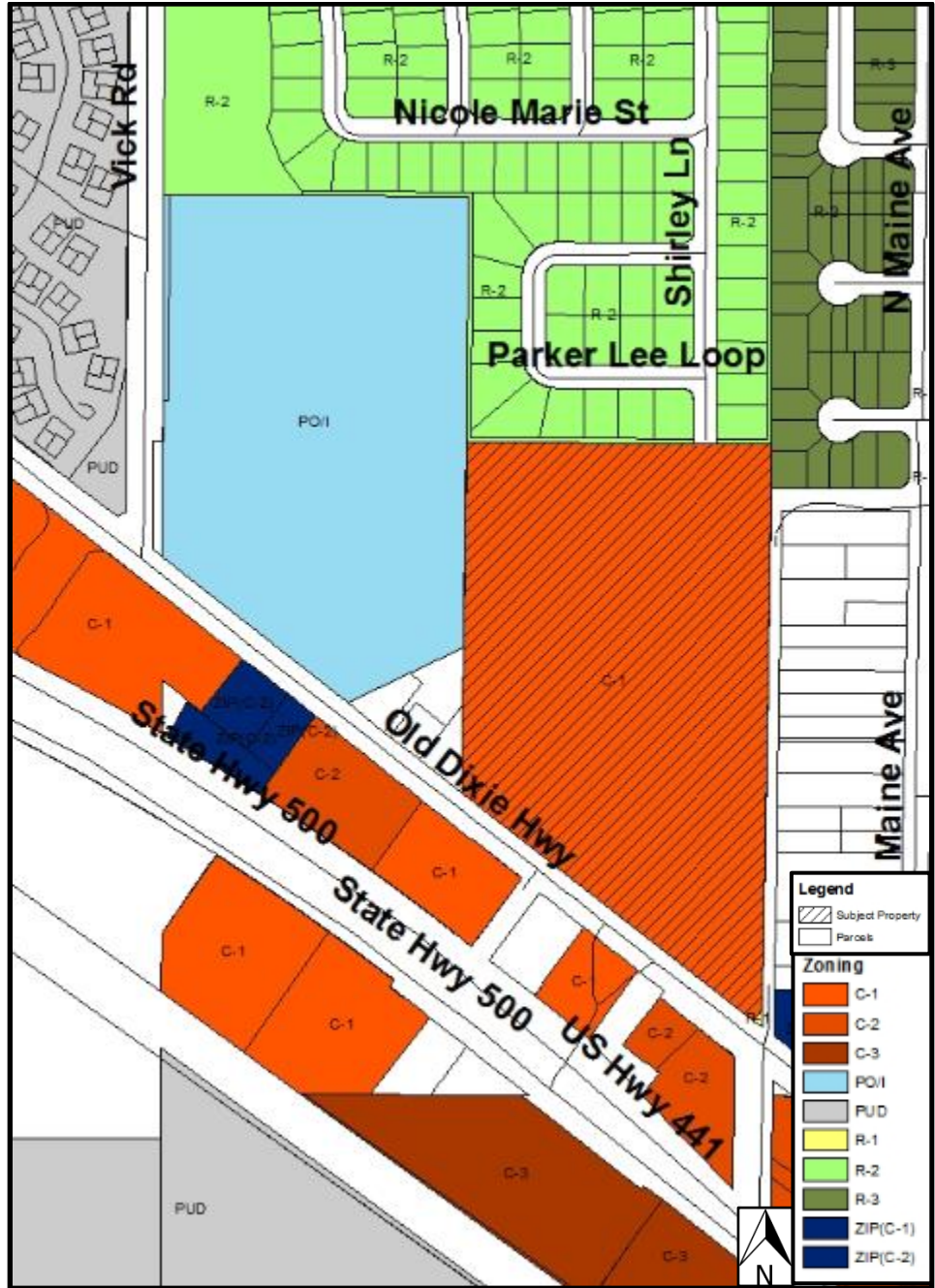
VICINITY MAP



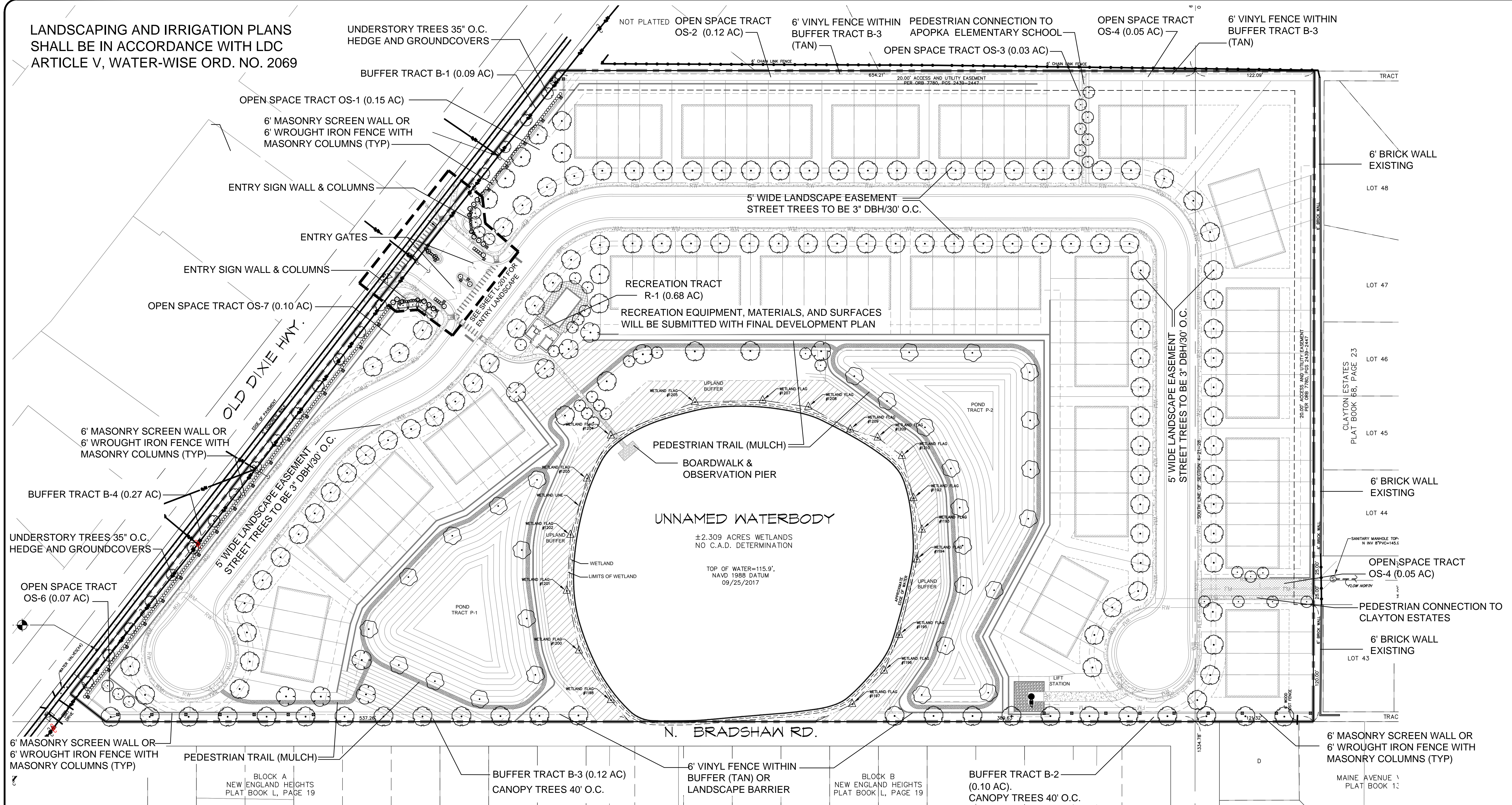
AERIAL MAP



ZONING MAP



LANDSCAPING AND IRRIGATION PLANS SHALL BE IN ACCORDANCE WITH LDC ARTICLE V, WATER-WISE ORD. NO. 2069



GENERAL NOTES:

- THIS PLAN IS CONCEPTUAL AND IS SUBJECT TO CHANGE WITH FINAL ENGINEERING.
- DETAILED LANDSCAPE AND IRRIGATION PLANS WILL BE PROVIDED WITH FINAL DEVELOPMENT PLAN.
- A RECREATION PLAN SPECIFYING EQUIPMENT, MATERIAL AND SURFACES WILL BE PROVIDED WITH FINAL DEVELOPMENT PLAN.
- PROPOSED STREET TREES TO BE LOCATED IN 5' LANDSCAPE EASEMENT BEHIND THE 10' UTILITY EASEMENT.
- STREET TREES TO BE MIN. 3" DBH, 10' HT AND SPACED 30' O.C. / #1 OR BETTER.
- EACH LOT WILL HAVE AT ONE REPLACEMENT TREE TO COUNT TOWARDS THE TREE REPLACEMENT REQUIREMENT. DUE TO THE TIGHT NATURE OF THE TOWNHOME LOTS, SELECTED TREES SHOULD HAVE A SMALL TO MEDIUM MATURE SIZE WHILE STILL MEETING THE 3" DBH AND 8' HT MIN. HEIGHT AT PLANTING. IF A SPECIFIC LOT CAN NOT ACCOMMODATE A REPLACEMENT TREE, DEVELOPER MUST INCLUDE ONE IN THE COMMON OPEN SPACE OR BUFFER TRACT.

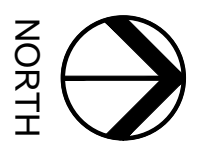
- PROPOSED REPLACEMENT TREE DIAMETER SHALL BE 3" DBH MINIMUM, WITH A PLANTED MINIMUM HEIGHT OF 8' AND SHALL BE FLORIDA DEPT. OF AGRICULTURE NURSERY GRADE STANDARD OF NO. 1 OR BETTER. (STREET TREES 10" MIN.)
- IRRIGATION AND LANDSCAPING WITHIN THE COMMON AREAS AND INDIVIDUAL LOTS, SHALL BE IN ACCORDANCE WITH THE CITY'S WATER-WISE ORDINANCE, LDC ARTICLE V, WATERWISE ORD. NO. 2069.
- IRRIGATION SYSTEM TO BE DESIGNED WITH POP-UP TYPE DEVICES. IRRIGATION RISERS ARE NOT ALLOWED.
- TREE REPLACEMENT SHALL MEET ALL REQUIREMENTS OF THE CITY OF APOPKA LDC.
- PROPOSED SIDEWALKS AND DRIVEWAYS CAN BE SHIFTED TO SAVE EXISTING TREES OR ACCOMMODATE STREET TREES WHERE POSSIBLE. ANY CHANGES IN LOCATION WILL BE SHOWN ON FINAL DEVELOPMENT PLANS.

TREE LEGEND

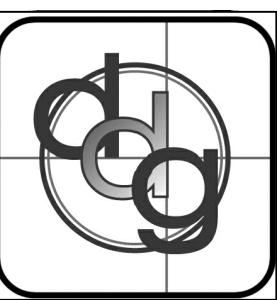
STREET TREES	BOTANICAL NAME / COMMON NAME	SIZE	QTY
	<i>Quercus virginiana</i> / Southern Live Oak	3" DBH/10' HT. MIN.	QTY 101
CANOPY TREES	BOTANICAL NAME / COMMON NAME	SIZE	QTY
	<i>Quercus virginiana</i> / Southern Live Oak	3" DBH/8' HT. MIN.	QTY 126
	<i>Magnolia grandiflora</i> / Southern Magnolia	3" DBH/8' HT. MIN.	QTY 10
	<i>Taxodium distichum</i> / Bald Cypress	3" DBH/8' HT. MIN.	QTY 28
UNDERSTORY TREES	BOTANICAL NAME / COMMON NAME	SIZE	QTY
	<i>Ulmus parvifolia</i> 'Drake' / Drake Elm	3" DBH/8' HT. MIN.	QTY 61
SHRUBS	BOTANICAL NAME / COMMON NAME	SIZE	QTY
	<i>Viburnum odoratissimum</i> / Sweet Viburnum	5 gal	292

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR HIDDEN LAKE RESERVE OF SUBDIVISION 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 _____



LANDSCAPE PLAN
PRELIMINARY DEVELOPMENT PLAN
HIDDEN LAKE RESERVE
APOPKA, FLORIDA



PROJECT NO. 1722
SCALE 1"=60'
DATE MAY 2018
SHEET L-202

daly design group inc.
Urban Planning, Landscape Architecture, Project Management, Development Consulting
913 N Pennsylvania Ave, Winter Park, FL 32789 (407) 740-7373 www.dalydesign.com

REV	DATE	DESCRIPTION	BY

From: DiLuzio Boerger, Jamie E.
To: Jean Sanchez; Goldberg Allan
Cc: Singer Gary; Bobby Wanas; Daly Tom; James Hitt; David Moon; Bobby Howell; Edith Torres; Randall Fernandez;
Richard Earp

Subject: RE: VAR18-06 Hidden Lake/TGINF LLC
Date: Thursday, May 17, 2018 4:44:51 PM
Attachments: [image001.jpg](#)

Jean,
OCPS has reviewed all the information provided. It is our recommendation that given OCPS' history with the stability of PVC fencing during strong wind events, we would not support the request for a PVC fence adjacent to OCPS property.
Please add this to DRC comments.

Thank you,

Jamie

PRELIMINARY DEVELOPMENT PLAN FOR HIDDEN LAKE RESERVE

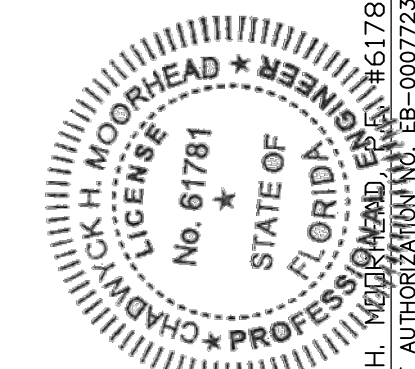
PARCELS: 09-21-28-0000-00-006
SECTION 9, TOWNSHIP 21 SOUTH, RANGE 28 EAST
501 OLD DIXIE HIGHWAY
CITY OF APOPKA, FLORIDA
FOR
OLD DIXIE 15, LLC
100 S. VIRGINIA AVENUE, UNIT 201
WINTER PARK, FLORIDA 32789
PHONE: (407) 947-4225

LEGAL DESCRIPTION:

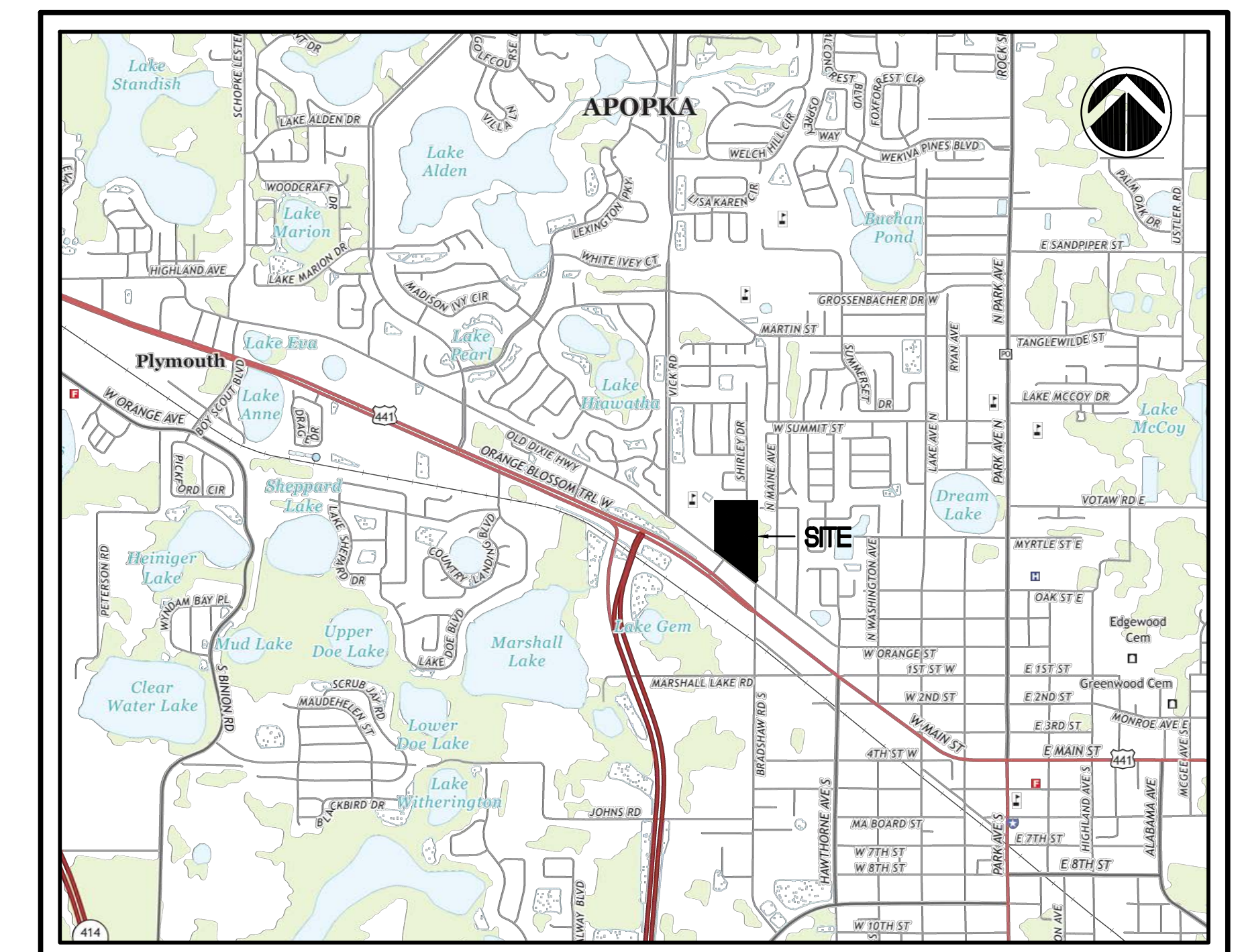
A PARCEL OF LAND LYING IN SECTIONS 4 AND 9, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN S89°58'13"E, ALONG THE SOUTH LINE OF SAID SECTION 4, A DISTANCE OF 667.39 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 4, AND THE POINT OF BEGINNING; THENCE RUN N00°02'44"E ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 4, A DISTANCE OF 122.09 FEET; THENCE RUN S89°54'14"E, A DISTANCE OF 667.28 FEET; THENCE RUN S00°00'19"E, A DISTANCE OF 12.39.25 FEET; THENCE RUN S38°01'52"W, A DISTANCE OF 46.02 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 424 - DIXIE HIGHWAY; THENCE RUN N51°58'08"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 812.09 FEET; THENCE RUN N00°02'44"E, A DISTANCE OF 654.21 FEET TO THE POINT OF BEGINNING.
CONTAINING 15.876 ACRES MORE OR LESS (AS CALCULATED PER SURVEYOR'S BOUNDARY).

FFWCC NOTE:

A LETTER SHALL BE OBTAINED FROM THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FFWCC) REGARDING WILDLIFE MANAGEMENT PLAN, PRIOR TO ANY CONSTRUCTION ACTIVITIES OCCURRING ON SITE.



VICINITY MAP
1" = 2,000'



VARIANCE OR WAIVER REQUEST				
CODE SECTION	CODE REQUIREMENT	VARIANCE OR WAIVER	REQUEST	JUSTIFICATION
2.021.07 (H)(1a)	Multi-family developments shall provide a six-foot-high brick, stone or decorative block finished wall adjacent to all external roadways and a minimum ten-foot landscaped bufferyard	Variance	To provide a 6' high masonry wall or 6' high aluminum fence with columns for 50% of the proposed wall length and the use of a 6' high vinyl fence or a landscape barrier as a screening method in areas with excessive sloping conditions for a substitute to the required six-foot-high brick, stone or decorative block finished wall adjacent to the North Bradshaw Road or eastern property line.	The eastern property line abuts the existing 25' wide North Bradshaw Road right-of-way. North Bradshaw Road is an unimproved right-of-way and it does not appear that it will ever be improved due to an existing waterbody dividing the right-of-way. In addition, the Hidden Lake Reserve natural topography has excessive slopes to the unimproved waterbody. This sloping condition is most prominent along the eastern property line (North Bradshaw Road).

INDEX OF SHEETS

COV-1	COVER SHEET
1	BOUNDARY SURVEY
SYM-1	SYMBOLS AND ABBREVIATIONS
EC-1	EXISTING CONDITIONS PLAN
SP-1	SUBDIVISION PLAN
DS-1	SITE DATA AND TYPICAL SECTIONS
DP-2	MASTER DRAINAGE PLAN
UP-1	MASTER UTILITY PLAN
AM-1	AMENITY PLAN
FA-1	FIRE ACCESS PLAN
TP-101	TREE LOCATION PLAN
L-201 AND L-202	LANDSCAPE PLAN



MADDEN
MOORHEAD & STOKES, INC.
CIVIL ENGINEERS

431 E. HORATIO AVENUE, SUITE 260
MAITLAND, FLORIDA 32751
PHONE (407) 629-8330
FAX (407) 629-8336

PROJECT TEAM MEMBERS:

DEVELOPER:
OLD DIXIE 15, LLC
100 S. VIRGINIA AVENUE, UNIT 201
WINTER PARK, FL 32789
PHONE: (407) 947-4225
CONTACT: ALLAN GOLDBERG

ENGINEER:
MADDEN, MOORHEAD, & STOKES, INC.
431 E. HORATIO AVENUE, SUITE 260
MAITLAND, FL 32751
PHONE: (407) 629-8330
CONTACT: CHAD MOORHEAD, PE

OWNER:
TONIF, LLC
307 BELLOT AVENUE
WINTER PARK, FL 32789
PHONE: (407) 947-4225
CONTACT: ALLAN GOLDBERG

ENVIRONMENTAL:
BIO-TECH CONSULTING, INC.
3025 S. SOUTH STREET
ORLANDO, FL 32803
PHONE: (407) 894-5969
CONTACT: MORGAN CLARK

SURVEYOR:
SHANNON SURVEYING, INC.
499 N. SR. 434, SUITE 2045
ALTA MONTIE SPRINGS, FL 32714
PHONE: (407) 774-8372
CONTACT: JIM SHANNON

GEOTECHNICAL:
UNIVERSAL ENGINEERING SCIENCES
3532 MAGGIE BLVD.
ORLANDO, FL 32811
PHONE: (407) 423-0504
CONTACT: RICARDO KIRIAKIDIS, PE

UTILITY PROVIDERS:

WATER:
CITY OF APOPKA
120 E. MAIN STREET
APOPKA, FL 32704
PHONE: (407) 703-1731
CONTACT: JAY DAVOLL, PE

RECLAIMED WATER:
CITY OF APOPKA
120 E. MAIN STREET
APOPKA, FL 32704
PHONE: (407) 703-1731
CONTACT: JAY DAVOLL, PE

WASTE WATER:
CITY OF APOPKA
120 E. MAIN STREET
APOPKA, FL 32704
PHONE: (407) 703-1731
CONTACT: JAY DAVOLL, PE

SOLID WASTE:
SPECTRUM COMMUNITY SOLUTIONS
2251 LUCIEN WAY
MAITLAND, FL 32751
PHONE: (407) 215-8346
CONTACT: MONICA SANCHEZ-AYERS

PHONE:
CENTURY LINK
33 NORTH MAIN STREET
WINTER GARDEN, FL 34787
PHONE: (407) 814-5351
CONTACT: DAVID BYRNES

POWER:
DUKE ENERGY
275 POKKAN ROAD
APOPKA, FL 32712
PHONE: (407) 938-6690
CONTACT: ROD RODRIGUEZ

CABLE:
SPECTRUM COMMUNITY SOLUTIONS
2251 LUCIEN WAY
MAITLAND, FL 32751
PHONE: (407) 215-8346
CONTACT: MONICA SANCHEZ-AYERS

GAS:
LAKE APOPKA NATURAL GAS
1320 WINTER GARDEN VINELAND RD.
WINTER GARDEN, FL 34787
PHONE: (407) 656-2734 EXT. 104
CONTACT: EVERETT HOLMES

HIDDEN LAKES RESERVE PDP (JOB NO. 17039)
n:\data\17039\wp\pdp_01-cov.dwg
CHAD MOORHEAD, P.E. No. 61781
STATE OF FLORIDA
PROFESSIONAL ENGINEER
CERTIFICATE OF AUTHORIZATION NO. EP-000723

LEGEND

R-3	ZONING
FLU - RES. MEDIUM - LOW (CITY OF APOPKA)	FUTURE LAND USE
	GOVERNING JURISDICTION

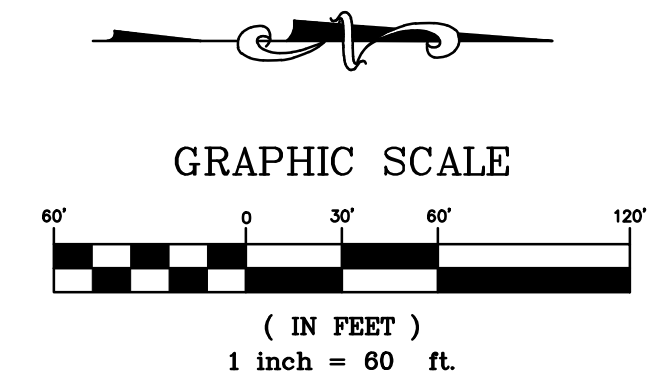
FEMA NOTE

PER FEMA FIRM PANEL NO. 120950120F, PANEL 120 OF 750, DATED SEPTEMBER 25, 2009, THE SUBJECT PROPERTY IS DESIGNATED ZONE 'X'. AREAS DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN.

SOILS LEGEND

SOILS LINE		
SOIL NUMBER	SOIL NAME	HYDROLOGIC GROUP
2	ADAMSVILLE SAND, 0 TO 5 PERCENT SLOPES	A
4	CANDLER FINE SAND, 0 TO 5 PERCENT SLOPES	A
6	CANDLER-APOPKA FINE SANDS, 5 TO 12 PERCENT SLOPES	A
7	CANDLER-URBAN LAND COMPLEX, 0 TO 5 PERCENT SLOPES	A
8	CANDLER-URBAN LAND COMPLEX, 5 TO 12 PERCENT SLOPES	A
39	ST. LUCIE-URBAN LAND COMPLEX, 0 TO 5 PERCENT SLOPES	A
46	TAVARES FINE SAND, 0 TO 5 PERCENT SLOPES	A
55	ZOLFO-URBAN LAND COMPLEX	A
99	WATER	-

SOURCE: USDA, NATURAL RESOURCE CONSERVATION SERVICE - ORANGE COUNTY, FLORIDA 2017



MADDEN
MOORHEAD & STOKES, INC.
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

EXISTING CONDITIONS PLAN
FOR
HIDDEN LAKE RESERVE
FLORIDA
CITY OF APOPKA

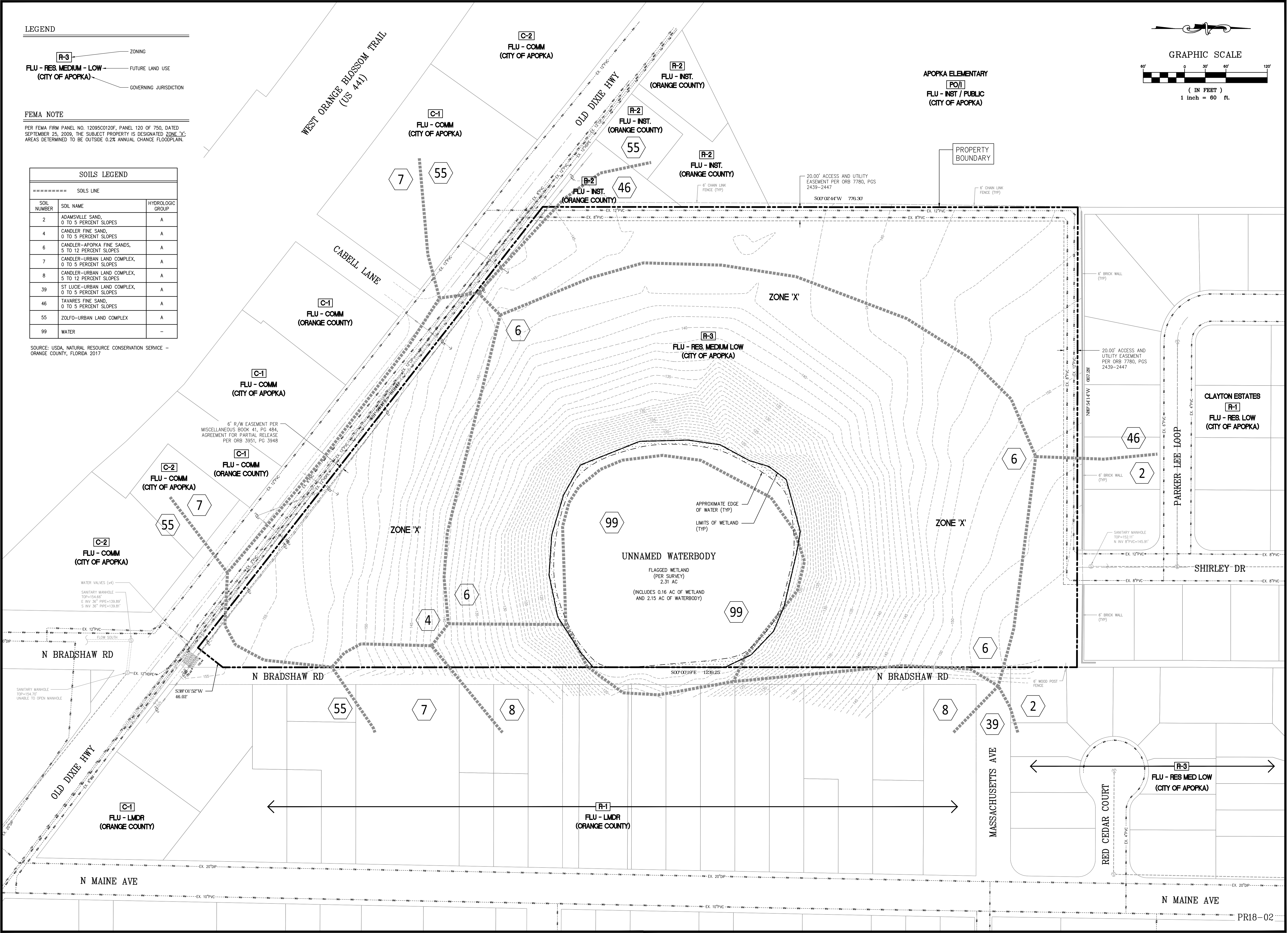
OLD DIXIE 15, LLC
100 S. VIRGINIA AVENUE, UNIT 201
WINTER PARK, FL 32789
(407) 947-4225

ENGINEER OF RECORD
STATE OF FLORIDA
No. 61781
CHAOWONKHA MOORHEAD, P.E. #61781
CERTIFICATE OF REGISTRATION NO. EB-0007723

NO.	DATE	REVISIONS
1	05-24-18	PER STATE COMMENTS DATED 05-21-2018
2	05-29-18	PER STATE COMMENTS DATED 05-21-2018
3		
4		
5		
6		
7		
8		
9		
10		
11		

JOB # 17039
DATE: 01-16-2018
SCALE: 1"=60'
DESIGNED BY: BW
DRAWN BY: BW
APPROVED BY: CHM

EC-1



PR18-02

TRACT IDENTIFICATION TABLE					
TRACT	USE	PHASE	OWNERSHIP	MAINTENANCE	AREA (ACREAGE)
B-1	BUFFER	1	H.O.A.	H.O.A.	0.09
B-2	BUFFER	1	H.O.A.	H.O.A.	0.10
B-3	BUFFER	1	H.O.A.	H.O.A.	0.12
B-4	BUFFER	1	H.O.A.	H.O.A.	0.27
LS-1	LIFT-STATION	1	H.O.A.	H.O.A.	0.12
OS-1	OPEN SPACE	1	H.O.A.	H.O.A.	0.15
OS-2	OPEN SPACE	1	H.O.A.	H.O.A.	0.12
OS-3	OPEN SPACE	1	H.O.A.	H.O.A.	0.03
OS-4	OPEN SPACE	1	H.O.A.	H.O.A.	0.05
OS-5	OPEN SPACE	1	H.O.A.	H.O.A.	0.06
OS-6	OPEN SPACE	1	H.O.A.	H.O.A.	0.07
OS-7	OPEN SPACE	1	H.O.A.	H.O.A.	0.10
P-1	STORMWATER POND	1	H.O.A.	H.O.A.	1.06
P-2	STORMWATER POND	1	H.O.A.	H.O.A.	1.22
R-1	RECREATION	1	H.O.A.	H.O.A.	0.68
ROW-1	RIGHT-OF-WAY	1	H.O.A.	H.O.A.	2.32
UB-1	UPLAND BUFFER	1	H.O.A.	H.O.A.	0.55
W-1	WETLAND	1	H.O.A.	H.O.A.	0.16
WB-1	WATER BODY	1	H.O.A.	H.O.A.	2.15
SUBTOTAL:					9.42
SINGLE-FAMILY ATTACHED LOTS					6.46
SUBTOTAL:					6.46
GROSS LAND AREA:					15.88

WETLANDS AREAS PER SURVEY	
NAME	ACREAGE
WETLAND *	2.31
TOTAL	2.31

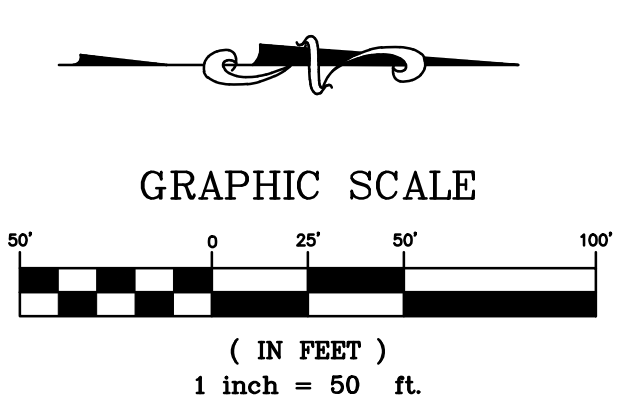
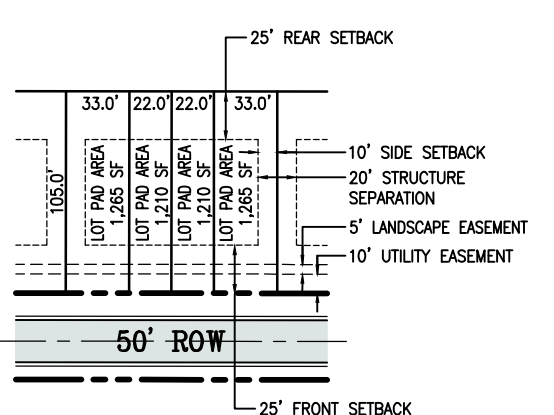
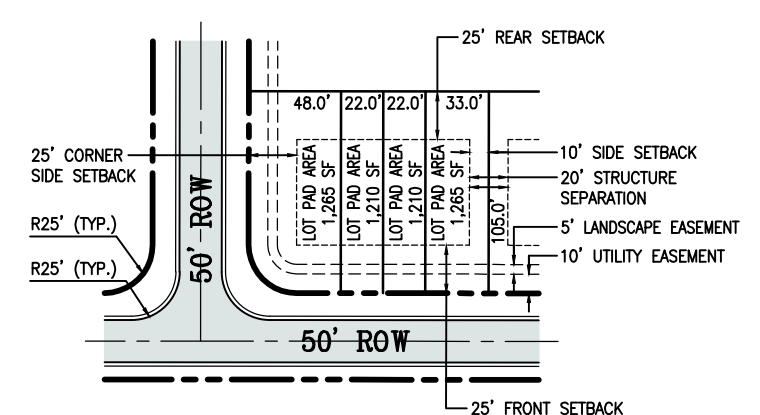
* ACREAGE INCLUDES 2.15 ACRES OF ON-SITE UNNAMED WATERBODY

WETLAND CONSERVATION TRACTS (TO BE PRESERVED)	
TRACT ID	ACREAGE
W-1	0.16
WB-1	2.15
TOTAL	2.31

PROPOSED WETLAND IMPACTS
 SECONDARY IMPACTS TO CONSTRUCT PROPOSED OBSERVATION PIER SHALL BE ADDRESSED UNDER A SEPARATE PERMITTING PROCESS.

WETLAND BALANCE SUMMARY	
CATEGORY	ACREAGE
CONSERVATION TRACTS	2.31
BALANCE	2.31

- LEGEND**
- A** 24" WHITE CROSS WALK MARKING x 6" WIDTH, PER FDOT INDEX 17346
 - B** 24" WHITE STOP LINE MARKING, PER FDOT INDEX 17346
 - 1** "STOP" SIGN (R1-1)
 - 2** CR-E CURB RAMP, PER FDOT INDEX 304
 - ← VEHICULAR TRAFFIC PATTERN



MADDEN
MOORHEAD & STOKES, INC.
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

SUBDIVISION PLAN
FOR
HIDDEN LAKE RESERVE
FLORIDA
CITY OF APOPKA

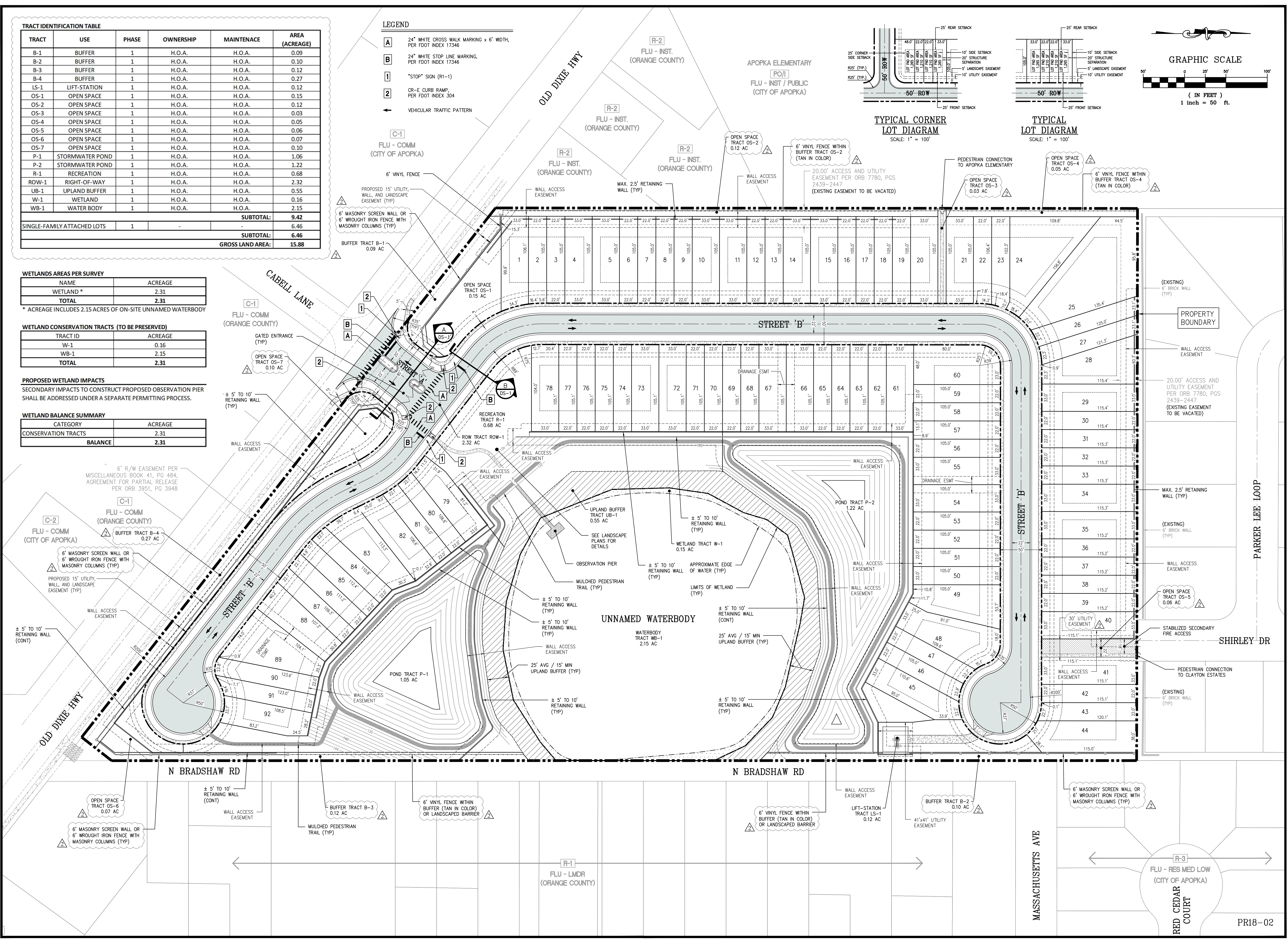
OLD DIXIE 15, LLC
100 S. VIRGINIA AVENUE, UNIT 201
WINTER PARK, FL 32789
(407) 947-4225

ENGINEER OF RECORD
STATE OF FLORIDA
No. 61781
CHAOWKHA MOORHEAD, P.E. #61781
CERTIFICATE OF REGISTRATION NO. EB-0007223

NO.	DATE	REVISIONS
1	05-24-18	PER STAFF COMMENTS DATED 05-24-2018
2	05-29-18	PER STAFF COMMENTS DATED 05-21-2018
3		
4		
5		
6		
7		
8		
9		
10		
11		

JOB # 17039
DATE: 01-16-2018
SCALE: 1"=50'
DESIGNED BY: BW
DRAWN BY: BW
APPROVED BY: CHM

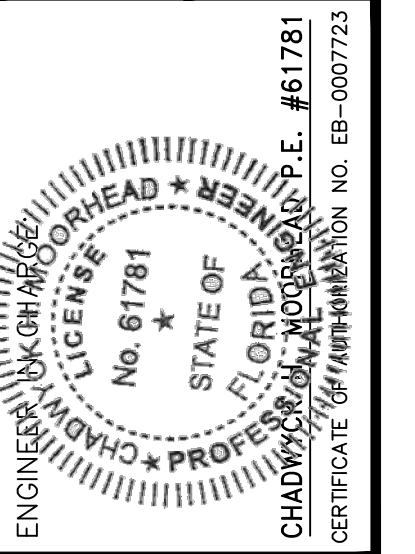
SP-1





SITE DATA AND TYPICAL SECTIONS
 FOR
HIDDEN LAKE RESERVE
 FLORIDA
 CITY OF APOPKA

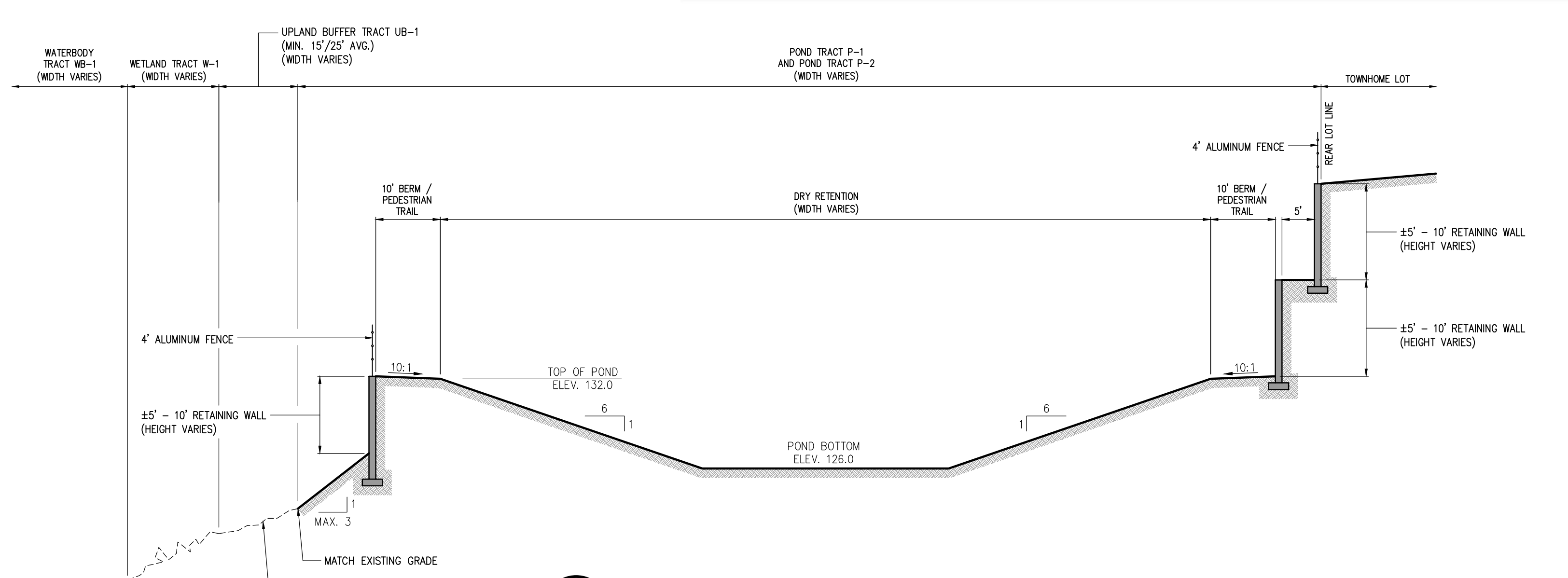
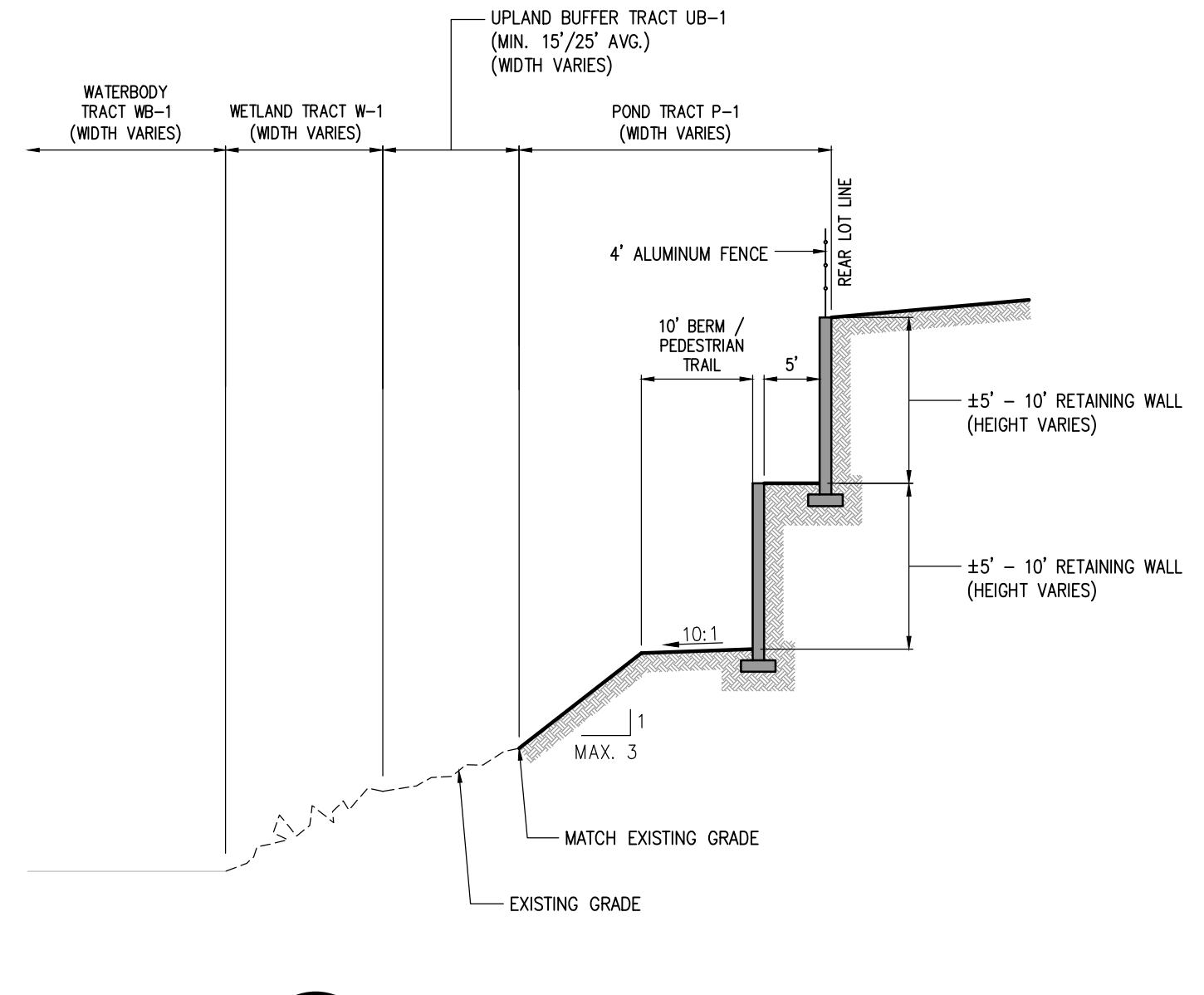
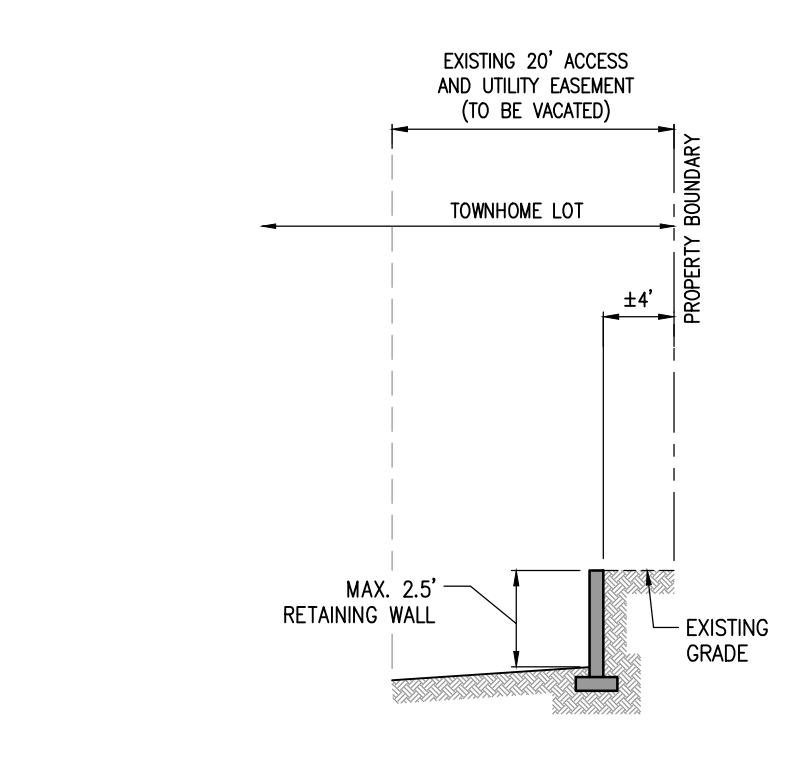
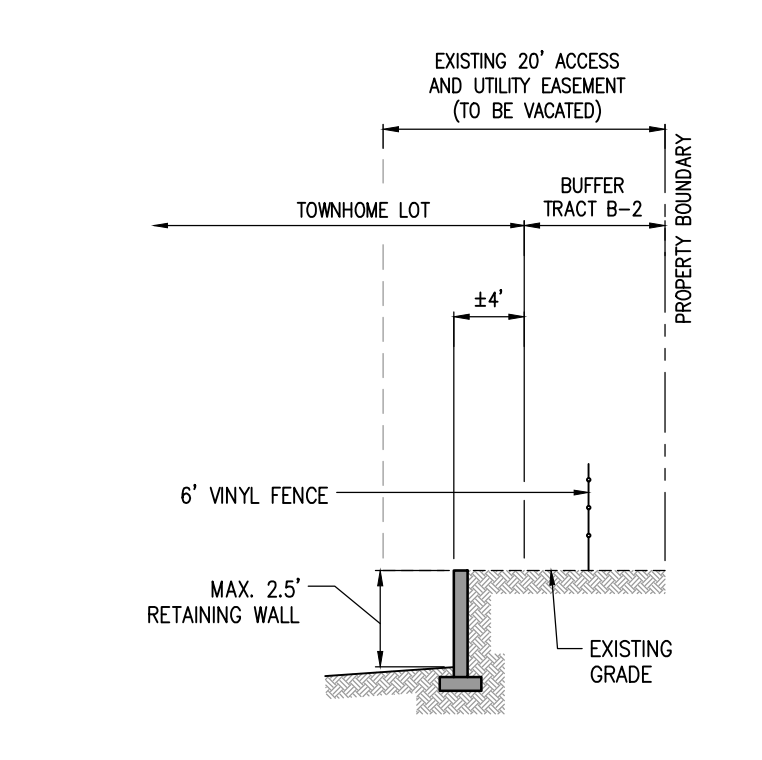
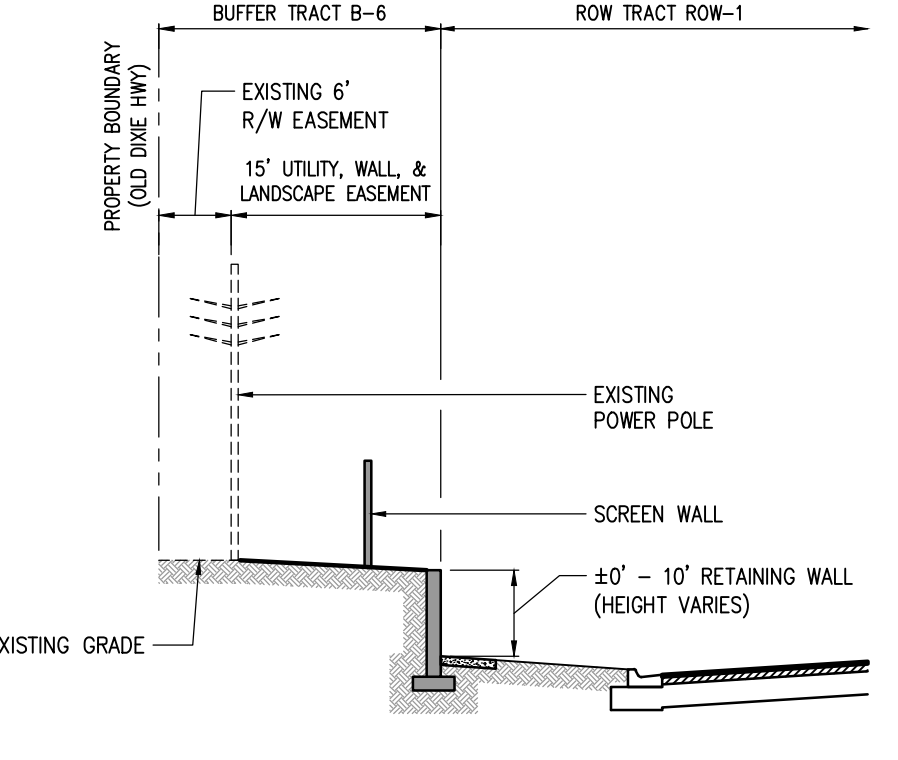
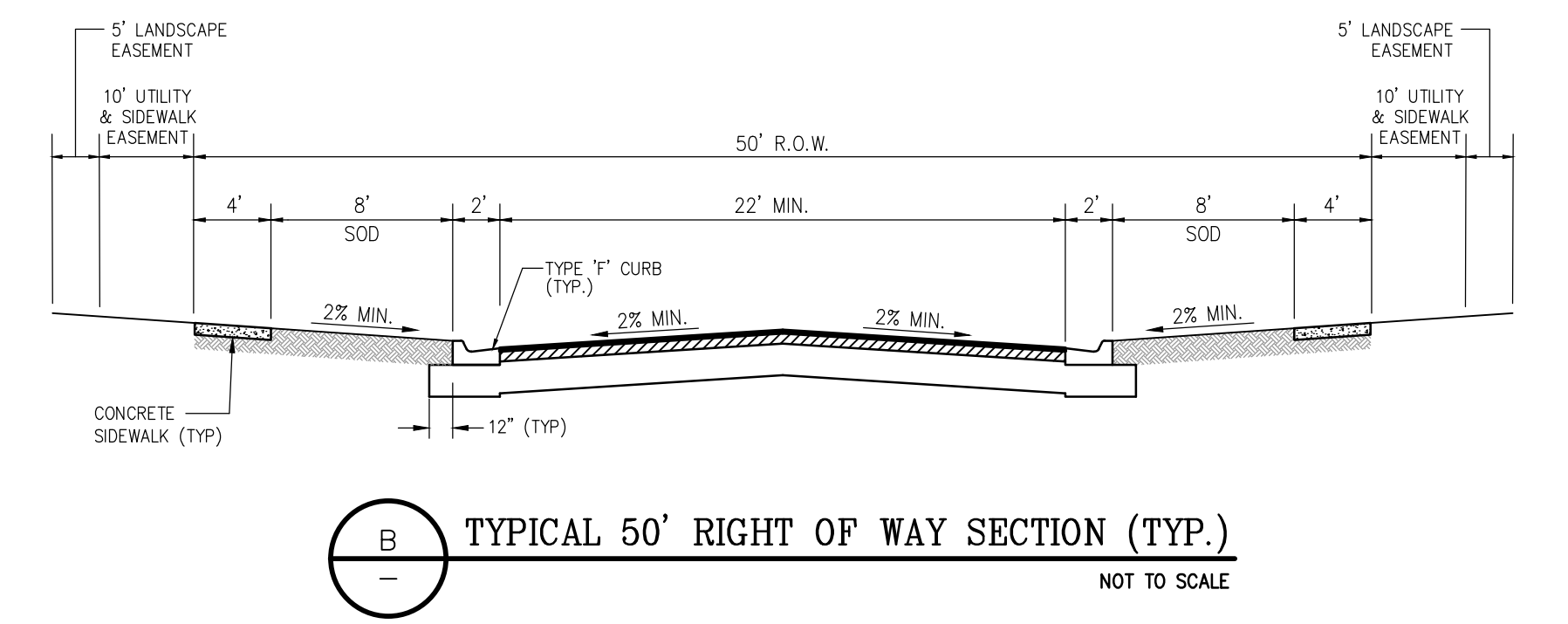
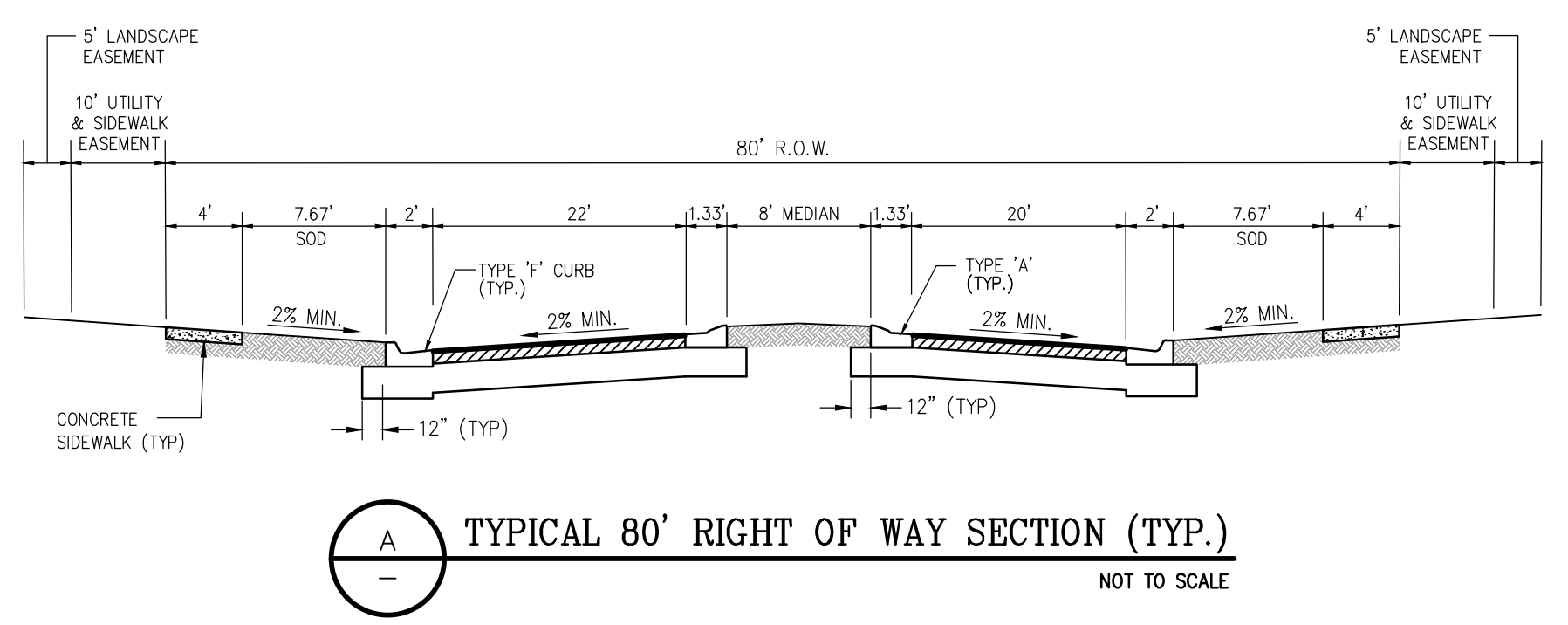
OLD DIXIE 15, LLC
 100 S. VIRGINIA AVENUE, UNIT 201
 WINTER PARK, FL 32789
 (407) 947-4225



NO.	DATE	REVISIONS
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2	05-29-18	PER STAFF COMMENTS DATED 05-27-2018
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JOB # 17039
 DATE: 01-16-2018
 SCALE: N.T.S.
 DESIGNED BY: BW
 DRAWN BY: BW
 APPROVED BY: CHM

DS-1



- ### DEVELOPMENT NOTES
- THIS PROJECT SHALL BE A GATED COMMUNITY WITH INTERNAL STREETS PRIVATELY OWNED AND MAINTAINED WITHIN A DEDICATED TRACT.
 - COMMUNITY IDENTIFICATION SIGNAGE SHALL COMPLY WITH APPLICABLE CITY OF APOPKA LAND DEVELOPMENT CODE REQUIREMENTS.
 - COMMUNITY RECREATION AMENITIES TO INCLUDE CHILDREN'S PLAYGROUND EQUIPMENT (TRACT R-1), MULCHED PEDESTRIAN TRAIL (TRACTS R-1, P-1, P-2) AND OBSERVATION PIER (TRACT R-1, W-1, WB-1).
 - TOWNHOME ARCHITECTURAL ELEVATIONS TO BE PROVIDED DURING THE FINAL DEVELOPMENT PLAN PROCESS.
 - ARCHITECTURAL DESIGN SHALL MEET THE INTENT OF THE CITY OF APOPKA'S DEVELOPMENT DESIGN GUIDELINES.
 - ALL TOWNHOMES SHALL PROVIDE A MINIMUM ONE CAR GARAGE PER UNIT.
 - LANDSCAPE AND IRRIGATION PLANS TO BE DESIGNED IN ACCORDANCE WITH LDC CODE ARTICLE V, WATER-USE ORDINANCE NO. 2069. IRRIGATION PLANS SHALL BE PROVIDED WITH THE FINAL DEVELOPMENT PLAN.
 - ALL SERVICE EQUIPMENT AND SIMILAR UTILITY BOXES SHALL BE PLACED IN THE REAR YARD BEHIND PROPOSED STRUCTURES AND SHALL NOT BE PLACED WITHIN THE SIDE YARD SETBACK AREA. SERVICE EQUIPMENT AND UTILITY BOXES SHALL BE FULLY SCREENED WITH LANDSCAPING OR OPAQUE FENCING.
 - A CAPACITY ENHANCEMENT AGREEMENT (APK-18-004) IS RECORDED WITH ORANGE COUNTY PUBLIC SCHOOLS FOR THE HIDDEN LAKE RESERVE PROJECT.
 - FRONT ENTRY GARAGES SHALL BE SETBACK A MINIMUM OF 30 FEET FROM THE FRONT PROPERTY LINE AND NOT EXTEND PAST THE FRONT BUILDING WALL.
 - THE FINAL DEVELOPMENT PLAN SHALL INCLUDE THE PLAT DOCUMENT. THE PLAT DOCUMENT SHALL INCLUDE A DEDICATED UTILITY EASEMENT TO THE CITY OF APOPKA FOR THE MAINTENANCE OF WATER, RECLAIMED WATER, AND SEWER SERVICE LINES OVER RIGHT-OF-WAY TRACT ROW-1 AND OPEN SPACE TRACT OS-3.
 - POWER SERVICE WITHIN THE DEVELOPMENT TO BE UNDERGROUND. NO OVERHEAD SERVICE SHALL BE PROVIDED EXCEPT FOR EXISTING OVERHEAD POWER LINES ALONG OLD DIXIE HIGHWAY. EXISTING OVERHEAD POWER LINES ALONG OLD DIXIE HIGHWAY SHALL REMAIN IN THE CURRENT CONDITION.
 - A CROSS ACCESS EASEMENT OVER TRACTS ROW-1, OS-3, AND OS-5 SHALL BE GRANTED TO ALLOW FOR PEDESTRIAN ACCESS FOR RESIDENTS OF THE CLAYTON ESTATES COMMUNITY TO THE NORTH AND APOPKA ELEMENTARY SCHOOL TO THE WEST AND REFLECTED ON THE FINAL PLAT.

DEVELOPMENT INFORMATION

FUTURE LAND USE	RESIDENTIAL MEDIUM LOW
ZONING	RESIDENTIAL MULTIPLE-FAMILY DISTRICT (R-3)
GROSS LAND AREA	15.88 ACRES
GROSS PHASE AREA	15.88 ACRES
WETLANDS TO BE PRESERVED	2.31 ACRES
NET DEVELOPABLE AREA	13.57 ACRES
PROPOSED UNITS FOR THIS PSP	92 UNITS
RESIDENTIAL DENSITY (ALLOWED)	UP TO 7.5 DU/AC
GROSS RESIDENTIAL DENSITY	5.79 DU/AC
NET RESIDENTIAL DENSITY	6.78 DU/AC

RESIDENTIAL DEVELOPMENT STANDARDS

PHASE 1, SINGLE-FAMILY, ATTACHED (TOWNHOMES)	
GROSS PHASE AREA	15.88 ACRES
WETLANDS TO BE PRESERVED	2.31 ACRES
DEVELOPABLE AREA	13.57 ACRES
NUMBER OF UNITS	92
RESIDENTIAL DENSITY (ALLOWED)	UP TO 7.5 DU/AC
NET RESIDENTIAL DENSITY (PROPOSED)	6.78 DU/AC
MIN. SITE AREA (1)	1.00 ACRES
MIN. SITE AREA (PROPOSED)	15.88 ACRES
MIN. LOT WIDTH (1)	NONE
MIN. LOT WIDTH (PROPOSED PER LOT)	22'
MIN. LOT DEPTH (PROPOSED PER LOT)	105'
MIN. BUILDING SEPARATION (2)(3)	20'
MIN. LIVING AREA (1)	1,350 SF
MAX BUILDING HEIGHT (1)	35'
SETBACKS (feet) (3)(5)	
FROM PROPERTY BOUNDARY	25'
FROM NATURAL SURFACE WATERBODY OR WETLAND EDGE	50'
FRONT PRIMARY (4)	25'
REAR PRIMARY (4)	25'
SIDE (2)	0', 10' END UNIT
CORNER SIDE	25'
ACCESSORY STRUCTURES	SEE NOTE (5) BELOW

- (1) PER LAND DEVELOPMENT CODE, ARTICLE II, SECTION 2.02.07
- (2) 20' BETWEEN STRUCTURES.
- (3) PER LAND DEVELOPMENT CODE, ARTICLE II, SECTION 2.02.07 (G)(3)
- (4) DISTANCE BETWEEN BUILDINGS: 50' FRONT TO FRONT AND 50' REAR TO REAR.
- (5) ACCESSORY STRUCTURE SETBACKS SHALL COMPLY WITH LAND DEVELOPMENT CODE, ARTICLE VII, SECTION 7.01.00.

OPEN SPACE CALCULATIONS (1)

OPEN SPACE REQUIRED = 30% OF GROSS LAND AREA	
GROSS LAND AREA x 30% = REQUIRED OPEN SPACE =	4.76
TOTAL OPEN SPACE REQUIRED:	4.76

OPEN SPACE PROVIDED

PHASE	TRACTS	AREA PROVIDED
1	BUFFERYARDS AND STORMWATER PONDS (MAX. 25% OF REQ. OPEN SPACE)	1.19
	OS-1	0.15
	OS-2	0.12
	OS-3	0.03
	OS-4	0.05
	OS-5	0.06
	OS-6	0.07
	OS-7	0.10
	R-1	0.68
	UB-1	0.55
	W-1	0.16
WB-1	2.15	
TOTAL OPEN SPACE PROVIDED:	5.31	

(1) ALL UNITS ARE ACRES.

OWNERSHIP / MAINTENANCE

TYPE	OWNER	MAINTENANCE
RIGHT-OF-WAY TRACT WITH OVERLAYING UTILITY EASEMENT	PUBLIC / PRIVATE	TO BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION. UTILITIES WITHIN THE TRACT TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION WITH A DEDICATION UTILITY EASEMENT TO THE CITY OF APOPKA FOR MAINTENANCE PURPOSES.
POND TRACTS	PRIVATE	TO BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION
DRAINAGE EASEMENTS	PRIVATE	TO BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION
WALL ACCESS EASEMENTS	PRIVATE	TO BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION
PEDESTRIAN CROSS ACCESS EASEMENT	PRIVATE	TO BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION
PRIVATE LOTS AND TRACTS WITH OVERLAYING UTILITY EASEMENTS	PUBLIC / PRIVATE	TO BE OWNED AND MAINTAINED BY PRIVATE OWNER OR HOMEOWNERS ASSOCIATION. UTILITIES WITHIN THE LOT OR TRACT TO BE OWNED AND MAINTAINED BY THE CITY OF APOPKA WITH A DEDICATION UTILITY EASEMENT TO THE CITY OF APOPKA FOR MAINTENANCE PURPOSES.
UTILITY EASEMENTS ADJACENT TO RIGHT-OF-WAY TRACT	PUBLIC / PRIVATE	TO BE DEDICATED TO THE CITY OF APOPKA, HOA AND/OR OTHER PRIVATE UTILITY COMPANIES. UTILITIES WITHIN THE EASEMENTS MAY BE OWNED AND MAINTAINED BY THE CITY OF APOPKA AND/OR OTHER PRIVATE ENTITIES.
WATER AND RECLAIMED WATER	PUBLIC	TO BE OWNED AND MAINTAINED BY CITY OF APOPKA
SANITARY SEWER AND FORCEMAIN	PUBLIC	TO BE OWNED AND MAINTAINED BY CITY OF APOPKA
BUFFER TRACTS	PRIVATE	TO BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION
LIFT STATION TRACT	PUBLIC	TO BE OWNED AND MAINTAINED BY CITY OF APOPKA
RECREATION TRACTS	PRIVATE	TO BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION
OPEN SPACE TRACTS	PRIVATE	TO BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION
SIDEWALKS IN RIGHT-OF-WAY	PRIVATE	TO BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION
WETLAND AND UPLAND BUFFER AREAS (CONSERVATION EASEMENTS)	PRIVATE	TO BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION
UTILITY PROVIDERS		
POTABLE WATER SERVICE	CITY OF APOPKA UTILITIES	
RECLAIMED WATER SERVICE	CITY OF APOPKA UTILITIES	
WASTEWATER SERVICE	CITY OF APOPKA UTILITIES	
ELECTRIC SERVICE	DUKE ENERGY	
SOLID WASTE	CITY OF APOPKA	
CABLE	SPECTRUM	
NATURAL GAS	LAKE APOPKA NATURAL GAS	
FIRE PROTECTION	CITY OF APOPKA	

PARKING CALCULATIONS

PHASE	USE	REQUIRED PARKING		PROVIDED PARKING	
		NUMBER OF UNITS	SPACES REQUIRED PER UNIT	SPACES PROVIDED PER UNIT	TOTAL PROVIDED
1	SINGLE-FAMILY, ATTACHED (TOWNHOMES)	92	2	2	184
PARKING TOTALS:		92	2	2	184

- PARKING REQUIRED AT 2 SPACES PER UNIT PER LDC SECTION 2.02.07 (I)(1).
- ALL TOWNHOMES HAVE A MIN. 1 CAR GARAGE AND MIN. DRIVEWAY LENGTH OF 25 FT TO PROVIDE 2 SPACES PER UNIT.

RECREATION AREA CALCULATIONS (1)(2)

RECREATION AREA REQUIRED = THE EQUIVALENT OF 2% LOTS FOR SINGLE-FAMILY = (2.5 x 2,310 SF)	
PHASE 1	92 UNITS = 5,775 SF = 0.13
TOTAL RECREATION REQUIRED:	0.13

RECREATION AREA PROVIDED

PHASE	TRACT ID	AREA PROVIDED
1	R-1	0.68
TOTAL RECREATION PROVIDED:		0.68

(1) ALL UNITS ARE ACRES.
(2) PER LAND DEVELOPMENT CODE, ARTICLE II, SECTION 2.02.01.

TRAFFIC GENERATION, BASED ON ITE TRIP GENERATION 9TH EDITION

Phase	ITE Code	Land Use	Number of Dwelling Units	DAILY		PM PEAK HOUR	
				Weekday Trips Per Unit	Total Generated Daily Trips	PM Peak Hour Trips Per Unit	Total Generated PM Hour Trips
1	230	SINGLE-FAMILY (TOWNHOUSES, ATTACHED)	92	5.81	535	0.52	48
TOTAL:					535		48

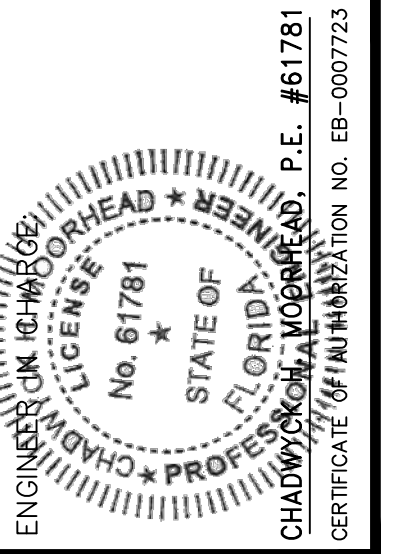


MADDEN
 MOORHEAD & STOKES, INC.
 CIVIL ENGINEERS
 431 E. Horatio Avenue
 Suite 260
 Maitland, Florida 32751
 (407) 629-8330

MASTER DRAINAGE PLAN
 FOR
HIDDEN LAKE RESERVE

FLORIDA
 CITY OF APOPKA

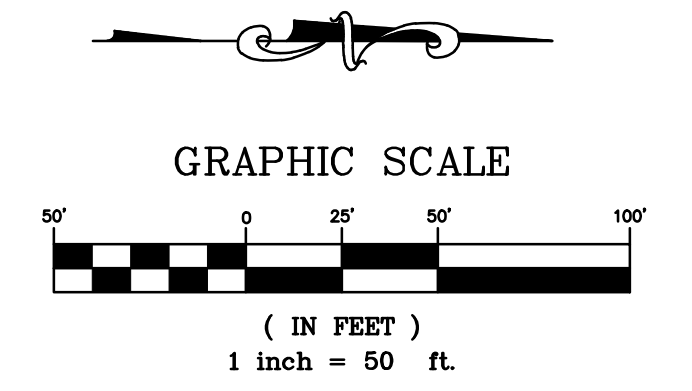
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 100 S. VIRGINIA AVENUE, UNIT 201
 WINTER PARK, FL 32789
 (407) 947-4425



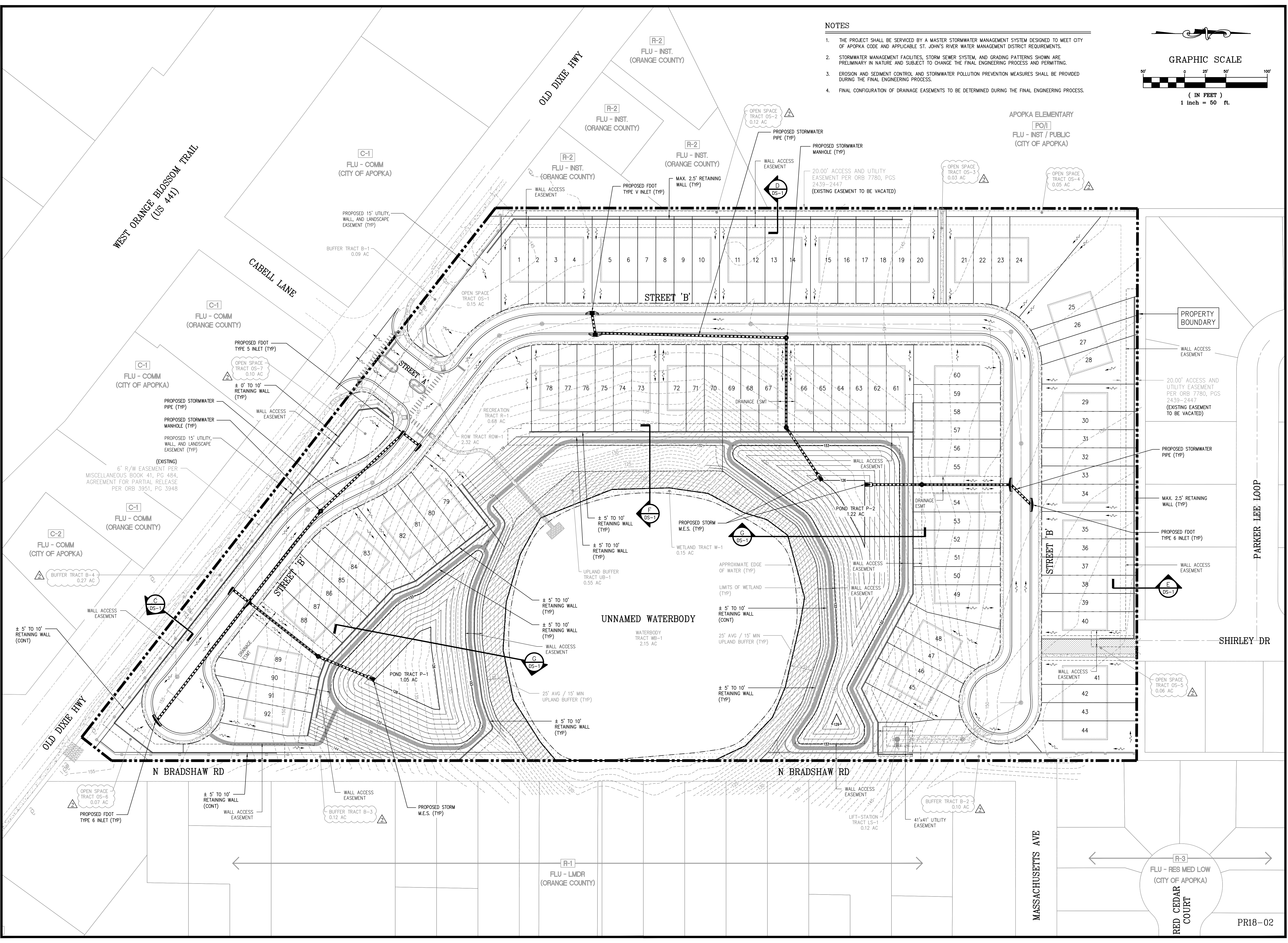
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JOB # 17039
 DATE: 01-16-2018
 SCALE: 1"=50'
 DESIGNED BY: BW
 DRAWN BY: BW
 APPROVED BY: CHM

DP - 1



- NOTES**
1. THE PROJECT SHALL BE SERVICED BY A MASTER STORMWATER MANAGEMENT SYSTEM DESIGNED TO MEET CITY OF APOPKA CODE AND APPLICABLE ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT REQUIREMENTS.
 2. STORMWATER MANAGEMENT FACILITIES, STORM SEWER SYSTEM, AND GRADING PATTERNS SHOWN ARE PRELIMINARY IN NATURE AND SUBJECT TO CHANGE THE FINAL ENGINEERING PROCESS AND PERMITTING.
 3. EROSION AND SEDIMENT CONTROL AND STORMWATER POLLUTION PREVENTION MEASURES SHALL BE PROVIDED DURING THE FINAL ENGINEERING PROCESS.
 4. FINAL CONFIGURATION OF DRAINAGE EASEMENTS TO BE DETERMINED DURING THE FINAL ENGINEERING PROCESS.



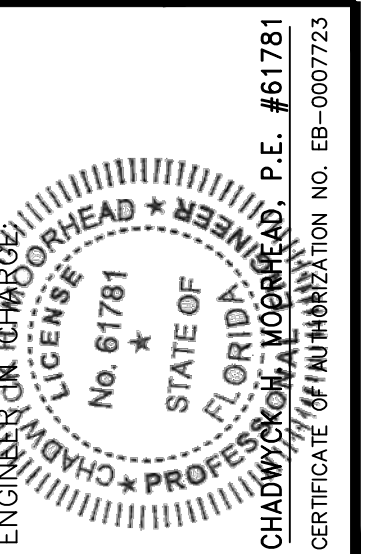


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MASTER UTILITY PLAN
FOR
HIDDEN LAKE RESERVE

FLORIDA
CITY OF APOPKA

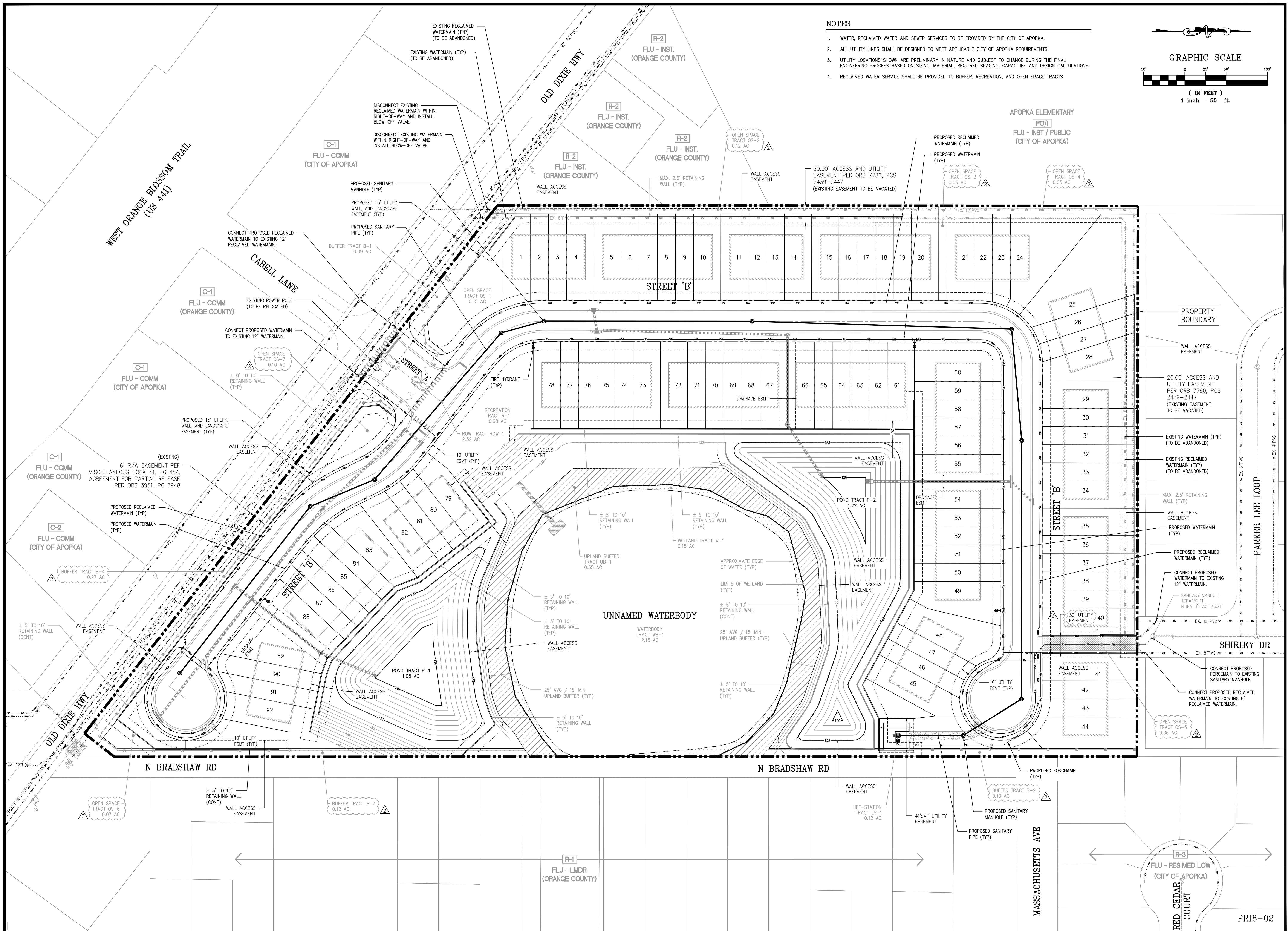
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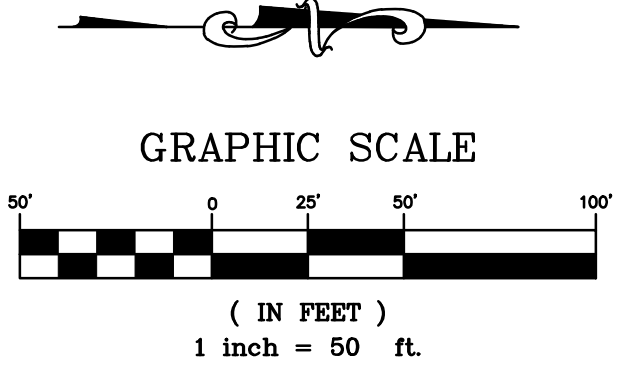
JOB # 17039
DATE: 01-16-2018
SCALE: 1"=50'
DESIGNED BY: BW
DRAWN BY: BW
APPROVED BY: CHM

UP - 1



NOTES

1. WATER, RECLAIMED WATER AND SEWER SERVICES TO BE PROVIDED BY THE CITY OF APOPKA.
2. ALL UTILITY LINES SHALL BE DESIGNED TO MEET APPLICABLE CITY OF APOPKA REQUIREMENTS.
3. UTILITY LOCATIONS SHOWN ARE PRELIMINARY IN NATURE AND SUBJECT TO CHANGE DURING THE FINAL ENGINEERING PROCESS BASED ON SIZING, MATERIAL, REQUIRED SPACING, CAPACITIES AND DESIGN CALCULATIONS.
4. RECLAIMED WATER SERVICE SHALL BE PROVIDED TO BUFFER, RECREATION, AND OPEN SPACE TRACTS.



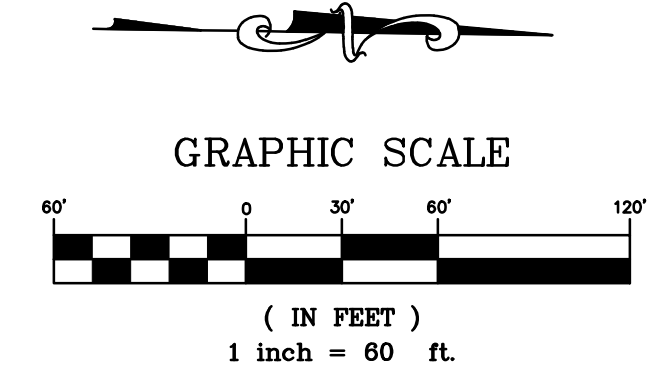
APOPKA ELEMENTARY
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FLU - INST / PUBLIC
(CITY OF APOPKA)

[R-3]
FLU - RES MED LOW
(CITY OF APOPKA)

PR18-02



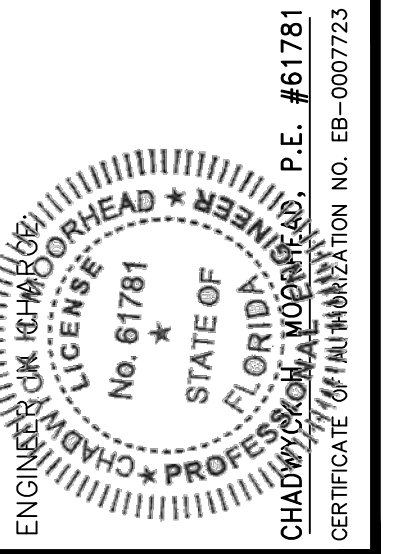
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AMENITY PLAN
 FOR
HIDDEN LAKE RESERVE

FLORIDA
 CITY OF APOPKA

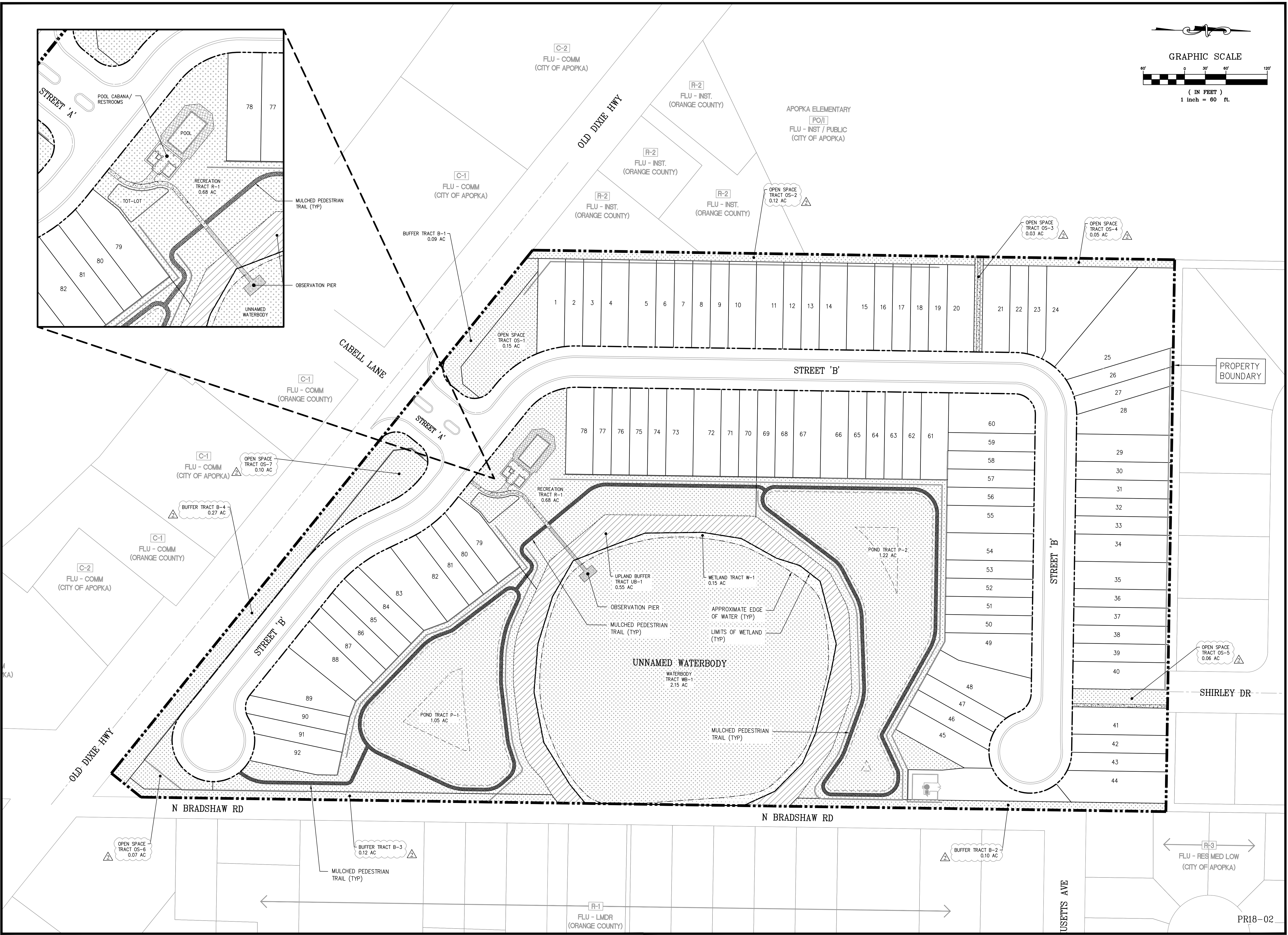
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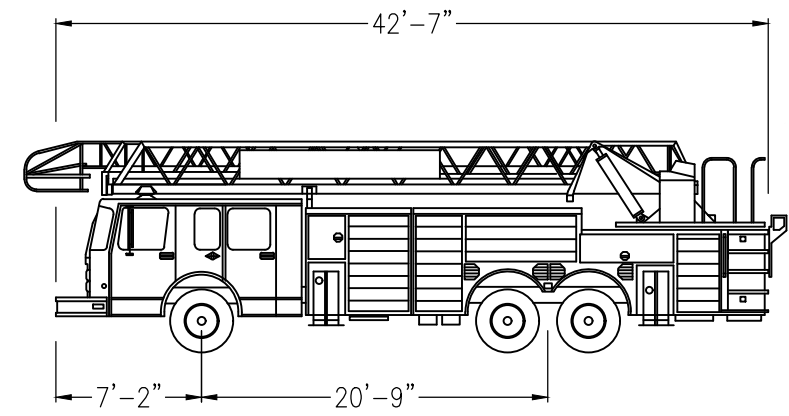
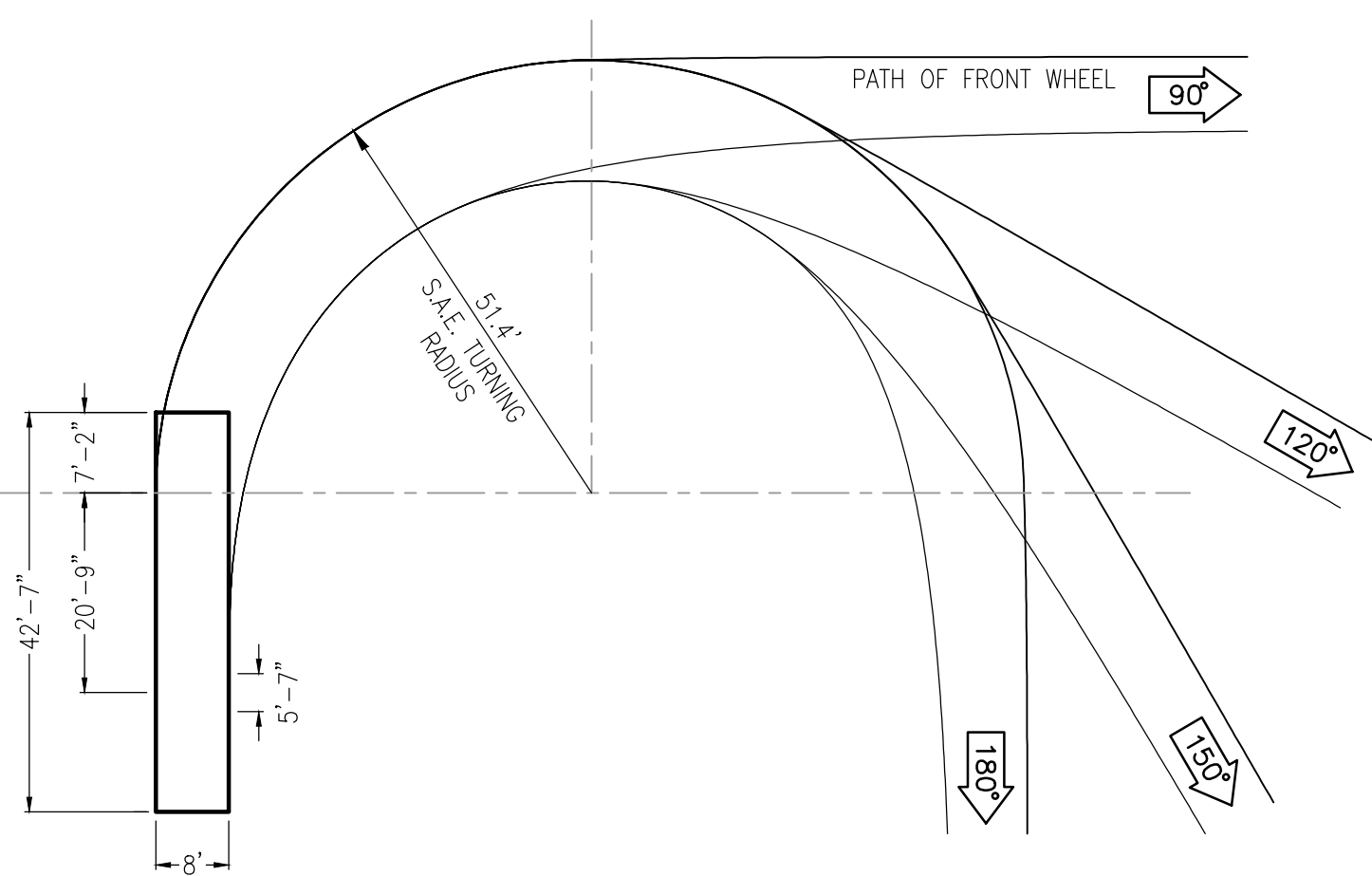
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AM - 1

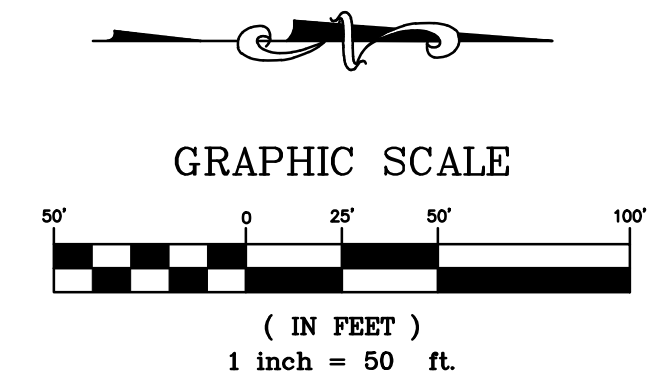


PR18-02



CITY OF APOPKA AERIAL TRUCK
NOT TO SCALE

- NOTES**
1. ALL GATES SHALL BE EQUIPPED WITH HIGH AND LOW OPTICOM VISUAL TYPE ACTIVATION FOR EMERGENCY VEHICLES, YELP SIREN ACTIVATION, AND KEY CODE FOR EMERGENCY ACCESS.
 2. SECONDARY EMERGENCY ACCESS SHALL BE PROVIDED VIA SHIRLEY DRIVE.
 3. FIRE HYDRANTS TO BE LOCATED WITHIN 250 FEET OF ALL TOWNHOMES AND IDENTIFIED WITH A BLUE ROADWAY REFLECTOR MARKING.
 4. TOWNHOMES SHALL PROVIDE AN AUTOMATIC FIRE SPRINKLER SYSTEM. ADDITIONAL DETAILS OR APPLICABLE CALCULATIONS SHALL BE PROVIDED DURING THE FINAL DEVELOPMENT PLAN APPROVAL PROCESS.
 5. TOWNHOMES SHALL BE MONITORED BY AN AUTOMATIC FIRE ALARM SYSTEM. ADDITIONAL DETAILS OR APPLICABLE CALCULATIONS SHALL BE PROVIDED DURING THE FINAL DEVELOPMENT PLAN APPROVAL PROCESS.
 6. TOWNHOMES SHALL PROVIDE REMOTE FDC FOR FIRE SPRINKLER SYSTEMS. ADDITIONAL DETAILS OR APPLICABLE CALCULATIONS SHALL BE PROVIDED DURING THE FINAL DEVELOPMENT PLAN APPROVAL PROCESS.
 7. FIRE LANE MARKINGS SHALL BE PROVIDED AT EACH FDC LOCATION. ADDITIONAL DETAILING SHALL BE PROVIDED DURING THE FINAL DEVELOPMENT PLAN APPROVAL PROCESS.



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FIRE ACCESS PLAN
FOR
HIDDEN LAKE RESERVE
FLORIDA
CITY OF APOPKA

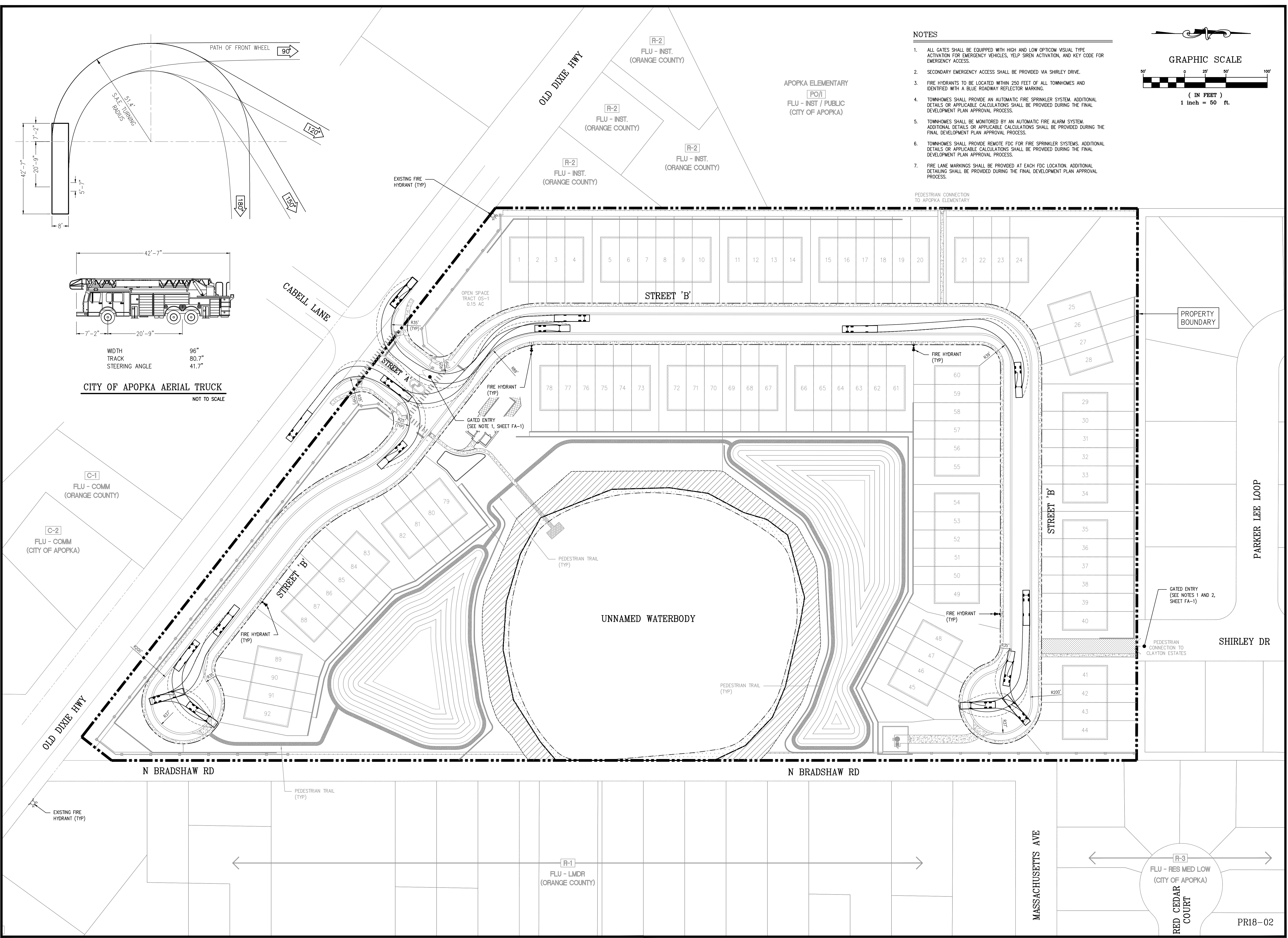
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100 S. VIRGINIA AVENUE, UNIT 201
WINTER PARK, FL 32789
(407) 947-4225

ENGINEER OF RECORD
STATE OF FLORIDA
No. 61781
CHADWICK MOORHEAD, P.E. #61781
CERTIFICATE OF REGISTRATION NO. EB-0007723

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APPROVED BY: CHM

FA-1



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DATE: 01-16-2018
SCALE: 1"=50'
DESIGNED BY: BW
DRAWN BY: BW
APPROVED BY: CHM

PR18-02

LANDSCAPING AND IRRIGATION PLANS SHALL BE IN ACCORDANCE WITH LDC ARTICLE V, WATER-WISE ORD. NO. 2069

6' MASONRY SCREEN WALL OR 6' WROUGHT IRON FENCE WITH MASONRY COLUMNS (TYP)

BUFFER TRACT B-1 (0.09 AC)

OPEN SPACE TRACT OS-1 (0.15 AC)

OLD DIXIE HWY.

5' SIDEWALK

SHEET L-202
SHEET L-201

ENTRY SIGN WALL & COLUMNS

CALL BOX

PASS THRU

BUFFER TRACT B-4 (0.27 AC)

ENTRY GATE

OPEN SPACE TRACT OS-7 (0.10 AC)

6' MASONRY SCREEN WALL OR 6' WROUGHT IRON FENCE WITH MASONRY COLUMNS (TYP)

SHEET L-201
SHEET L-202

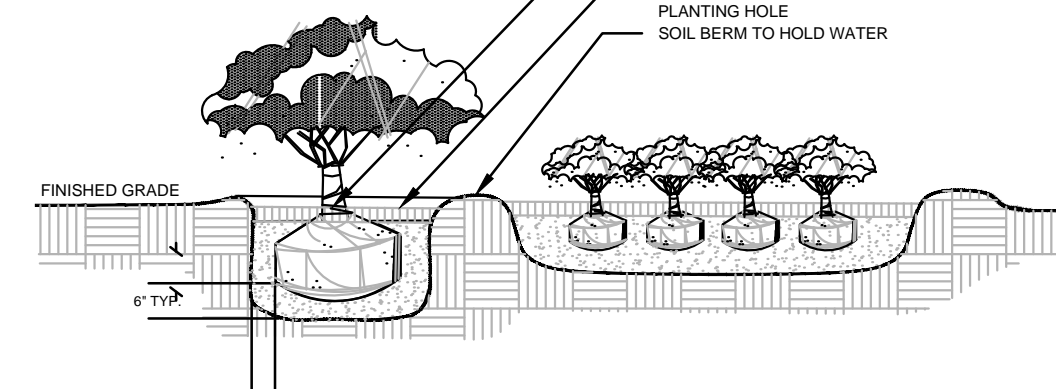
GENERAL NOTES:

- THIS PLAN IS CONCEPTUAL AND IS SUBJECT TO CHANGE WITH FINAL ENGINEERING.
- DETAILED LANDSCAPE AND IRRIGATION PLANS WILL BE PROVIDED WITH FINAL DEVELOPMENT PLAN.
- A RECREATION PLAN SPECIFYING EQUIPMENT, MATERIAL AND SURFACES WILL BE PROVIDED WITH FINAL DEVELOPMENT PLAN.
- PROPOSED STREET TREES TO BE LOCATED IN 5' LANDSCAPE EASEMENT BEHIND THE 10' UTILITY EASEMENT.
- STREET TREES TO BE MIN. 3" DBH./10' HT AND SPACED 30' O.C./ #1 OR BETTER.
- EACH LOT WILL HAVE AT ONE REPLACEMENT TREE TO COUNT TOWARDS THE TREE REPLACEMENT REQUIREMENT. DUE TO THE TIGHT NATURE OF THE TOWNHOME LOTS, SELECTED TREES SHOULD HAVE A SMALL TO MEDIUM MATURE SIZE WHILE STILL MEETING THE 3"DBH AND 8'HT MIN. HEIGHT AT PLANTING. IF A SPECIFIC LOT CAN NOT ACCOMMODATE A REPLACEMENT TREE, DEVELOPER MUST INCLUDE ONE IN THE COMMON OPEN SPACE OR BUFFER TRACT.
- PROPOSED REPLACEMENT TREE DIAMETER SHALL BE 3" DBH MINIMUM, WITH A PLANTED MINIMUM HEIGHT OF 8' AND SHALL BE FLORIDA DEPT. OF AGRICULTURE NURSERY GRADE STANDARD OF NO. 1 OR BETTER. (STREET TREES 10'MIN.)
- IRRIGATION AND LANDSCAPING WITHIN THE COMMON AREAS AND INDIVIDUAL LOTS, SHALL BE IN ACCORDANCE WITH THE CITY'S WATER-WISE ORDINANCE, LDC ARTICLE V, WATERWISE ORD. NO. 2069.
- IRRIGATION SYSTEM TO BE DESIGNED WITH POP-UP TYPE DEVICES. IRRIGATION RISERS ARE NOT ALLOWED.
- TREE REPLACEMENT SHALL MEET ALL REQUIREMENTS OF THE CITY OF APOPKA LDC.
- PROPOSED SIDEWALKS AND DRIVEWAYS CAN BE SHIFTED TO SAVE EXISTING TREES OR ACCOMMODATE STREET TREES WHERE POSSIBLE. ANY CHANGES IN LOCATION WILL BE SHOWN ON FINAL DEVELOPMENT PLANS.

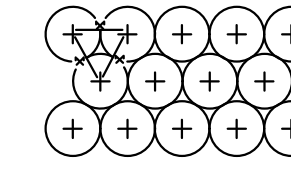
PLANTING DETAILS

NOTE:

CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS/ BEDS PRIOR TO INSTALLATION.

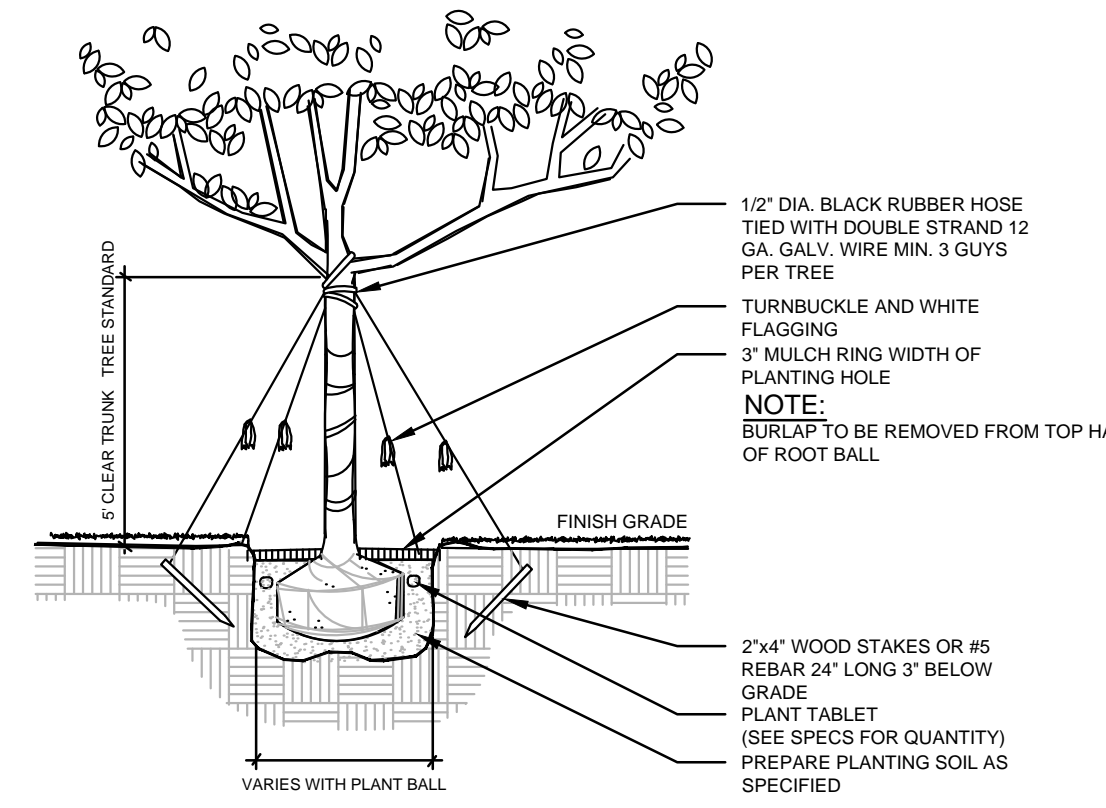


SHRUB AND GROUND COVER DETAIL NOT TO SCALE



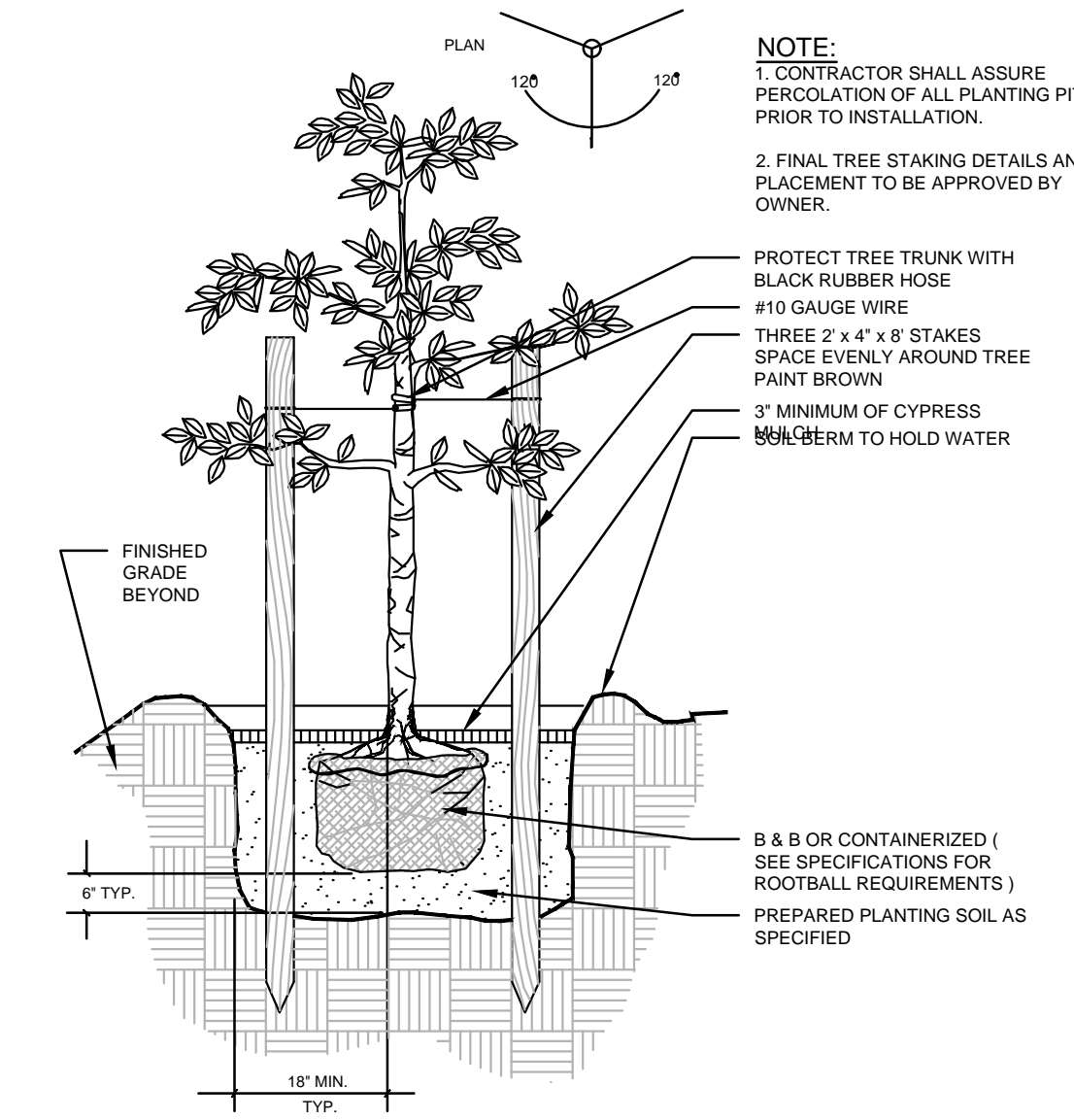
NOTE: ALL SHRUBS AND GROUND COVER MASSES TO USE TRIANGULAR SPACING EXCEPT WHERE NOTED REFER TO PLANT LIST FOR INDIVIDUAL PLANT SPACING 'X'.

TYPICAL PLANT SPACING NOT TO SCALE



LARGE TREE GUYING DETAIL NOT TO SCALE

Detail for trees greater than 2\"/>



SMALL TREE GUYING DETAIL NOT TO SCALE

Detail for trees smaller than 2\"/>

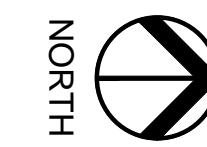
PLANT SCHEDULE - ENTRANCE

TREES	BOTANICAL NAME / COMMON NAME	CONT	GAL	SIZE	QTY
	Eugenia foetida / Spanish Stopper / Spiral Tapirary	30 gal		8' ht. matched	4
	Ilex vomitoria / Yaupon Holly	30 gal	3'DBH	8' ht. min.	4
	Juniperus silicicola 'Brodia' / Brodia Southern Red Cedar	25 gal		8' ht. min.	14
	Ulmus parvifolia 'Drake' / Drake Elm	30 gal	3'DBH	8' ht. min.	61
SHRUBS	BOTANICAL NAME / COMMON NAME	CONT	SPACING	QTY	
	Muhlenbergia capillaris / Pink Muhly	5 gal	24' ht. x 24' spd.	36' o.c.	8
	Viburnum abovatum 'Miss Shillers Delight' / Small-Leaf Arrowwood	5 gal	24' ht. x 24' spd.	30' o.c.	20
	Viburnum odoratissimum / Sweet Viburnum	5 gal	24' ht. x 24' spd.	36'	215
SHRUB AREAS	BOTANICAL NAME / COMMON NAME	CONT	SPACING	QTY	
	Liriope muscari 'Evergreen Giant' / Evergreen Giant Border Grass	1 gal		18' o.c.	110
	Rhododendron x 'Red Ruffle' / Red Ruffle Azalea	3gal		24' o.c.	80
	Trachelospermum asiaticum 'Asiatic' / Asiatic Jasmine	1 gal		12' o.c.	156

SEE SHEET 202 FOR STREET TREES AND COMMON AREA PLANTING

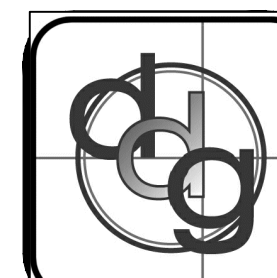
I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR HIDDEN LAKE RESERVE OF SUBDIVISION IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE _____ REG. NO. _____ DATE _____



Date: _____

LANDSCAPE PLAN
PRELIMINARY DEVELOPMENT PLAN
HIDDEN LAKE RESERVE
APOPKA, FLORIDA

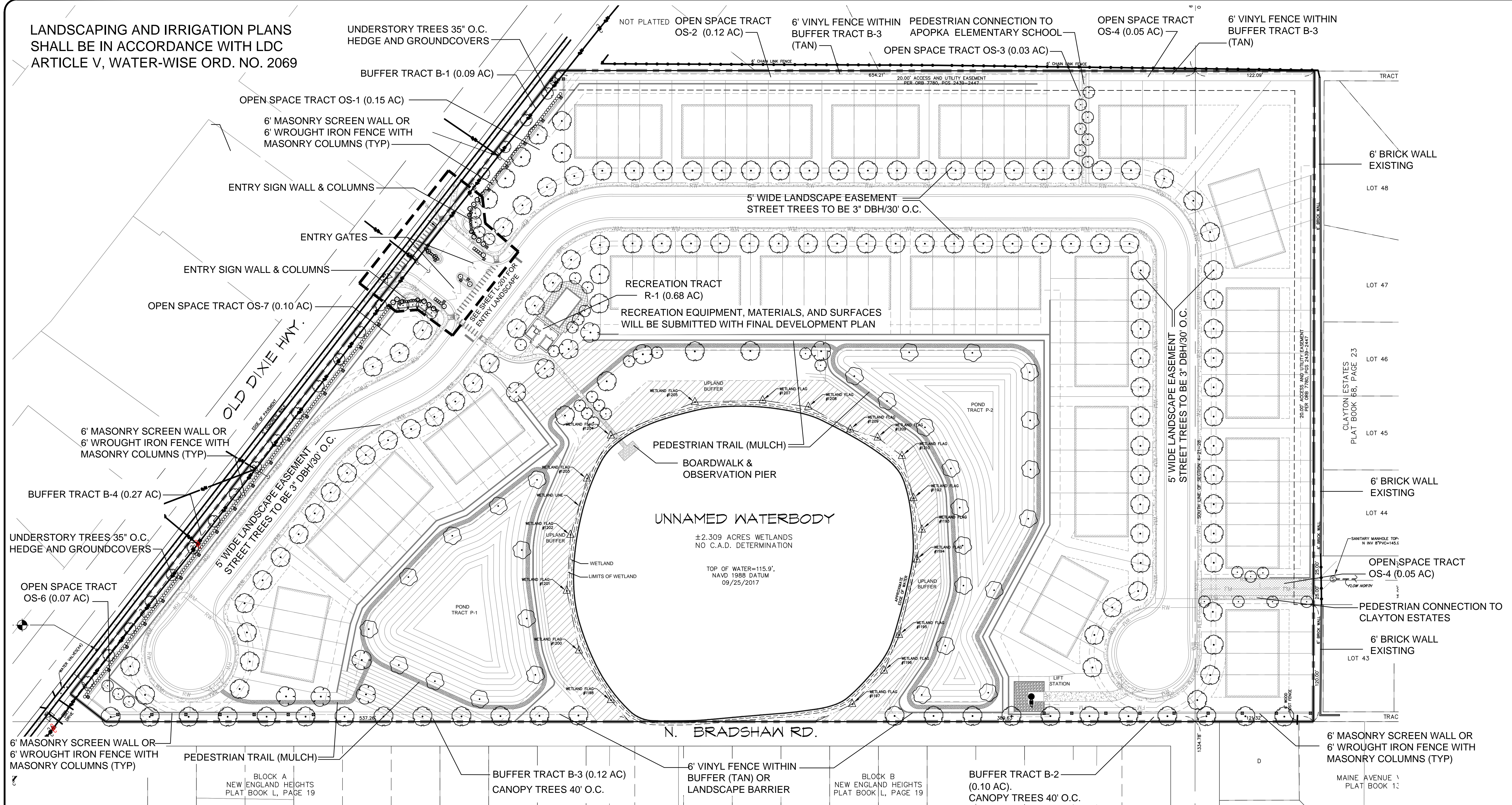


PROJECT NO. 1722
SCALE 1"=10'
DATE MAY 2018
SHEET L-201

daly design group inc.
Urban Planning, Landscape Architecture, Project Management, Development Consulting
913 N Pennsylvania Ave, Winter Park, FL 32789 (407) 740-7373 www.dalydesign.com

REV	DATE	DESCRIPTION	BY

LANDSCAPING AND IRRIGATION PLANS SHALL BE IN ACCORDANCE WITH LDC ARTICLE V, WATER-WISE ORD. NO. 2069



GENERAL NOTES:

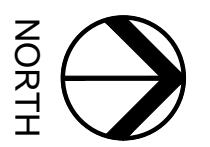
- THIS PLAN IS CONCEPTUAL AND IS SUBJECT TO CHANGE WITH FINAL ENGINEERING.
- DETAILED LANDSCAPE AND IRRIGATION PLANS WILL BE PROVIDED WITH FINAL DEVELOPMENT PLAN.
- A RECREATION PLAN SPECIFYING EQUIPMENT, MATERIAL AND SURFACES WILL BE PROVIDED WITH FINAL DEVELOPMENT PLAN.
- PROPOSED STREET TREES TO BE LOCATED IN 5' LANDSCAPE EASEMENT BEHIND THE 10' UTILITY EASEMENT.
- STREET TREES TO BE MIN. 3" DBH, 10' HT AND SPACED 30' O.C. / #1 OR BETTER.
- EACH LOT WILL HAVE AT ONE REPLACEMENT TREE TO COUNT TOWARDS THE TREE REPLACEMENT REQUIREMENT. DUE TO THE TIGHT NATURE OF THE TOWNHOME LOTS, SELECTED TREES SHOULD HAVE A SMALL TO MEDIUM MATURE SIZE WHILE STILL MEETING THE 3" DBH AND 8' HT MIN. HEIGHT AT PLANTING. IF A SPECIFIC LOT CAN NOT ACCOMMODATE A REPLACEMENT TREE, DEVELOPER MUST INCLUDE ONE IN THE COMMON OPEN SPACE OR BUFFER TRACT.
- PROPOSED REPLACEMENT TREE DIAMETER SHALL BE 3" DBH MINIMUM, WITH A PLANTED MINIMUM HEIGHT OF 8' AND SHALL BE FLORIDA DEPT. OF AGRICULTURE NURSERY GRADE STANDARD OF NO. 1 OR BETTER. (STREET TREES 10" MIN.)
- IRRIGATION AND LANDSCAPING WITHIN THE COMMON AREAS AND INDIVIDUAL LOTS, SHALL BE IN ACCORDANCE WITH THE CITY'S WATER-WISE ORDINANCE, LDC ARTICLE V, WATERWISE ORD. NO. 2069.
- IRRIGATION SYSTEM TO BE DESIGNED WITH POP-UP TYPE DEVICES. IRRIGATION RISERS ARE NOT ALLOWED.
- TREE REPLACEMENT SHALL MEET ALL REQUIREMENTS OF THE CITY OF APOPKA LDC.
- PROPOSED SIDEWALKS AND DRIVEWAYS CAN BE SHIFTED TO SAVE EXISTING TREES OR ACCOMMODATE STREET TREES WHERE POSSIBLE. ANY CHANGES IN LOCATION WILL BE SHOWN ON FINAL DEVELOPMENT PLANS.

TREE LEGEND

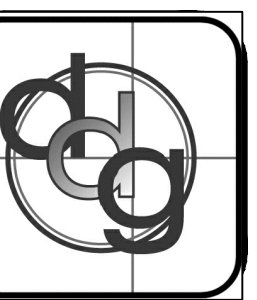
STREET TREES	BOTANICAL NAME / COMMON NAME	SIZE	QTY
	<i>Quercus virginiana</i> / Southern Live Oak	3" DBH/10' HT. MIN.	QTY 101
CANOPY TREES	BOTANICAL NAME / COMMON NAME	SIZE	QTY
	<i>Quercus virginiana</i> / Southern Live Oak	3" DBH/8' HT. MIN.	QTY 126
	<i>Magnolia grandiflora</i> / Southern Magnolia	3" DBH/8' HT. MIN.	QTY 10
	<i>Taxodium distichum</i> / Bald Cypress	3" DBH/8' HT. MIN.	QTY 28
UNDERSTORY TREES	BOTANICAL NAME / COMMON NAME	SIZE	QTY
	<i>Ulmus parvifolia</i> 'Drake' / Drake Elm	3" DBH/8' HT. MIN.	QTY 61
SHRUBS	BOTANICAL NAME / COMMON NAME	SIZE	QTY
	<i>Viburnum odoratissimum</i> / Sweet Viburnum	5 gal	292

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR HIDDEN LAKE RESERVE OF SUBDIVISION 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 _____



LANDSCAPE PLAN
PRELIMINARY DEVELOPMENT PLAN
HIDDEN LAKE RESERVE
APOPKA, FLORIDA



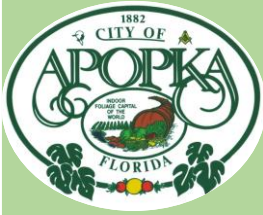
PROJECT NO.
1722
SCALE
1"=60'
DATE
MAY 2018
SHEET
L-202

daly design group inc.
Urban Planning, Landscape Architecture, Project Management, Development Consulting
913 N Pennsylvania Ave, Winter Park, FL 32789 (407) 740-7373 www.dalydesign.com

REV	DATE	DESCRIPTION	BY

Backup material for agenda item:

3. Approve the Interlocal Agreements between Orange County Fire Rescue and the City of Apopka Fire Department.



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER: Business

MEETING OF: August 15, 2018
FROM: Fire Department
EXHIBITS: Interlocal Agreements

SUBJECT: INTERLOCAL AGREEMENT(S) TO PROVIDE FIRE AND EMS SERVICES TO ORANGE COUNTY

REQUEST: APPROVE THREE INTERLOCAL AGREEMENTS BETWEEN ORANGE COUNTY FIRE RESCUE DEPARTMENT AND THE CITY OF APOPKA FIRE DEPARTMENT.

SUMMARY:

In February 2015, TriData, a nationally recognized firm specializing in public safety research and consulting, was contracted to conduct a fire station location study for the Orange County Fire Rescue Department. The study analyzed the current deployment of fire stations, and the potential need for additional stations or the relocating of stations to better serve the county. The study reviewed current allocation/locations of resources, forecast future demands for service in light of expected growth and recommended changes to the current system.

The study resulted in the following recommendations of Fire and EMS coverage for Orange County Fire Station 29 located on Kelly Park Road:

1. With recent annexations and the current and projected growth to the north of Apopka and NW Orange County, work with Apopka to provide Fire and EMS coverage and consider a monetary incentive for Apopka.
2. Move forward with negotiations to have Apopka provide service to the area presently served by Station 29 and to provide automatic aid (backup) to areas of unincorporated Orange County where Station 29 would normally respond, if needed.
3. Establish a Mutual-Aid agreement with Apopka.

With the location of Apopka Fire Station 2 (Welch Rd.), the recent opening of Fire Station 5 (Firehouse Lane) and the continued growth/annexations to the north has caused a reduction of the service area at Orange County Station 29. The Orange County Fire Rescue Department approached the city with a proposal for Apopka to take over fire-rescue services for the area currently serviced by Fire Station 29 located on Kelly Park Road. After several months of negotiations, the Fire Chiefs from both agencies, along with city and county staff, have agreed upon a service area and plan for the Apopka Fire Department to provide coverage of the existing Station 29 area and a means to provide automatic-aid (backup) to areas where Station 29 would normally respond.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

- 1.** Approve the Interlocal Agreement between Orange County Fire Rescue and the City of Apopka Fire Department to provide Fire and EMS services to the area presently being serviced by Orange County Fire Station 29. Allow the city to invoice and collect from the county, on an annual basis, a sum determined by the millage levied each year in the Urban Fire Protection and Emergency Medical Services municipal service taxing unit existing in Orange County, to the ad valorem tax assessment roll covering real and personal property within the then-unincorporated areas of the contract area.

- 2.** Approve the Interlocal Agreement between Orange County Fire Rescue and the City of Apopka Fire Department to provide Automatic-Aid (backup) to areas of unincorporated Orange County where Fire Station 29 would normally provide this service, if needed.

- 3.** Approve the Interlocal Agreement between Orange County Fire Rescue and the City of Apopka Fire Department to provide Mutual Aid services between each agency in times of natural disasters, large scale incidents or catastrophic events.

DISTRIBUTION

Mayor Nelson
Commissioners
City Administrator
Community Development Director

Finance Director
HR Director
IT Director
Police Chief

Public Services Director
Recreation Director
City Clerk
Fire Chief

INTERLOCAL AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

CITY OF APOPKA, FLORIDA

regarding

**THE CITY OF APOPKA'S PROVISION OF FIRE PROTECTION, RESCUE, AND
AUTO-AID SERVICES FOR THE AREAS OF UNINCORPORATED ORANGE
COUNTY, FLORIDA THAT ARE CURRENTLY SERVED AND/OR SUPPORTED BY
FIRE STATION 29**

THIS INTERLOCAL AGREEMENT ("Agreement"), is by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida located at 201 South Rosalind Avenue, Orlando, Florida 32801 (the "County"), and the **CITY OF APOPKA, FLORIDA**, a municipal corporation created and existing under the laws of the State of Florida located at 120 E Main Street, Apopka, Florida 32703 (the "City"). The County and the City may be referred to herein individually as "party" or collectively as "parties."

RECITALS

WHEREAS, this Interlocal Agreement is entered into pursuant to the home-rule powers granted to the County and the City under the Constitution and laws of the State of Florida, including expressly, but not limited to, the powers granted under the Florida Interlocal Cooperation Act contained in Section 163.01, Florida Statutes; and

WHEREAS, the County and the City, in recognition of the mutual interests and obligations of the other, both provide fire services to the public in case of emergencies; and

WHEREAS, the City has substantially annexed unincorporated County areas located within the response area of Orange County Fire Station 29 located at 225 E Kelly Park Road, Apopka, Florida 32712 (the "Station"); and

WHEREAS, the City has established its intention to annex the unincorporated properties currently receiving fire protection and rescue services from the Station in the future; and

WHEREAS, based on its intended annexation, the City has a valid public purpose interest in providing long-term fire services to the area currently receiving fire protection and rescue services from the Station, and

WHEREAS, the County finds that transferring fire protection and rescue service response responsibility to the City will benefit the public and ensure the continued provision of adequate levels of service to the unincorporated County areas that are presently served by the Station.

NOW, THEREFORE, in consideration of the mutual promises, terms, and conditions contained herein, and good and valuable consideration that by execution of this Agreement the parties affirm receipt thereof, it is agreed by and between the County and the City as follows:

Section 1. Recitals Incorporated. The foregoing recitals are true and correct and are incorporated as part of this Agreement.

Section 2. Documents.

A. The documents that are incorporated by either reference or attachment and thereby form this Agreement are:

1. This Agreement;
2. **Exhibit A:** Orange County/Apopka Contract Area;
3. **Exhibit B:** Orange County/Apopka Auto Aid Area;
4. **Exhibit C:** The Interlocal Agreement between Orange County, Florida and City of Apopka, Florida regarding the Provision of Automatic Aid for Fire Protection and Rescue Services (to be added upon execution thereof); and
5. **Exhibit D:** The County's list of properties in the Contract Area without an available water supply.

Section 3. Contract Area. The "Contract Area" shall be defined as the area within the boundaries shown on the map attached hereto as **Exhibit "A."**

Section 4. The Obligations of the Parties.

A. The City shall:

1. Provide fire and rescue services to all persons and property within the unincorporated areas of Orange County that lie within the Contract Area that include, but are not limited to:
 - a. Fire Suppression;
 - b. EMS First Response;
 - c. EMS Transport; and
 - d. Any other non-law enforcement emergency services that the City provides to properties and persons located within the City's jurisdictional limits.
2. Provide such services at the same level of quality and timeliness as is provided in other parts of the City, without differentiation or discrimination toward any areas in the Contract Area that lie outside the City's boundaries.
3. Commencing on or before December 15, 2018, and continuing on an annual basis thereafter, invoice County for the amount payable under the formula found in Section 4.B.3. below, for the then-current fiscal year.

B. The County shall:

1. Maintain full power and authority to enforce the Fire Prevention Code in the areas of the Contract Area that lie outside the City's boundaries. This authority specifically includes, but is not limited to, inspection of buildings, lands, and premises, except for single-family dwellings and the usual appurtenances thereto.
2. Continue to collect the fire rescue impact-fee revenue from in Contract Area.
3. Pay to the City, on an annual basis, a sum determined by applying the millage levied each year in the Urban Fire Protection and Emergency Medical Services municipal service taxing unit existing in Orange County, to the ad valorem tax assessment roll covering real and personal property within the then-unincorporated areas of the Contract Area.
4. Remit payment to the City on or before February 1, following the date of invoice.

Section 5. Automatic Aid Agreement.

A. As the County's intended closing of Station 29 removes not only the County's capacity to provide fire protection and rescue services the Contract Area, but also hinders the County's capacity to provide back-up to the areas as shown in **Exhibit "B"** of this agreement, the City hereby agrees to provide such back-up services and automatic aid to the County to the areas depicted in **Exhibit "B."** This obligation shall:

1. Be based on the terms of the Interlocal Agreement between Orange County, Florida and City of Apopka, Florida regarding the Provision of Automatic Aid for Fire Protection and Rescue Services ("Automatic Aid Agreement") entered into between the County and the City at the same time as this Agreement and shall, once executed, be attached to this Agreement as **Exhibit "C"** and have its relevant terms incorporated herein; and
2. Only terminate along with the City's obligations under this Agreement and therefore, shall survive any expiration and/or termination of the above-referenced Automatic Aid Agreement.

B. Should a property designated as "without an available water supply" in **Exhibit "D"** be in need of fire suppression service:

1. The City shall – at the time of initial dispatch of units – notify the County that it requires the support of the County's standard rural water supply task-force. This notification shall be made by means to be agreed upon by the parties' Fire Chiefs.

2. The County shall support the City by dispatching its standard rural water supply task-force which includes: a 1-suppression unit, 3 tankers, and a command officer.

Section 6. Incident Count Management. Should the number of: (1) incidents within the Contract Area; and (2) incidents within the Auto-Aid Area to which the City responds, in total, meet or exceed fifteen-hundred (1,500) incidents within an Agreement year, the parties' Fire Chiefs shall meet and adjust the Auto-Aid Area shown in **Exhibit "B"** to reduce the number of incidents to which the City responds in the following Agreement year below fifteen-hundred (1,500) incidents. Incidents that are associated with, or directly related to, natural disasters or similarly wide-scale emergency situations shall not be counted toward the fifteen-hundred (1,500) incidents for any given Agreement year.

Section 7. Enforcement Right. The County shall be entitled to enforce this duty against the City through equitable actions for specific performance or injunctive relief but not through any claim for damages. The City shall be entitled to enforce this duty against the County through equitable actions for specific performance or injunctive relief, and seek a claim for damages for failure to pay the City as described in Sections 4.B.3-4.

Section 8. Term. The term of this Agreement shall commence on October 1, 2018, which is the beginning of the County's 2018-19 Fiscal Year, and shall automatically renew for each subsequent Fiscal Year thereafter. Either party may elect not to renew this Agreement, with or without cause, by providing written notice to the other party of its intention not to renew the Agreement for the following Fiscal Year no later than January 31 of the current Fiscal Year.

Section 9. Termination. Should the City complete annexation of the entire Contract Area, this Agreement shall terminate.

Section 10. Written Modification. None of the provisions, terms, and conditions contained in this Agreement may be added to, deleted, modified, superseded, or otherwise altered, except by written amendment executed by the parties hereto. Such amendment(s) shall not be valid, binding, and enforceable against the County unless executed by an authorized County representative and expressly approved by the County's Board of County Commissioners.

Section 11. Notices. Except as otherwise provided, notices to either party provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following addressees or to such other addressees as the parties may designate to each other in writing from time to time:

To the County: Orange County Fire Rescue Division
Attn: Fire Chief
P.O. Box 5879
Winter Park, Florida 32793

AND

Orange County Administrator
Administration Building, 5th Floor
201 South Rosalind Avenue
Orlando, Florida 32801

To the City: City Administrator's Office
120 East Main Street, 1st Floor
Apopka, Florida 32703

Section 12. Indemnification. Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment. Each party's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes (\$200,000 per individual / \$300,000 per occurrence) or as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

Section 13. General Provisions.

A. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to, or shall confer, upon any person, other than the parties and their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

B. No Waiver of Sovereign Immunity. Nothing contained herein shall constitute, or be in any way construed to be, a waiver of either the County's or City's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

C. Assignments and Successors. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

D. Waiver. No delay or failure on the part of any party hereto to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

E. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

F. **Governing Law.** This Agreement, and any and all actions directly or indirectly associated herewith, will be governed by and construed in accordance with the internal laws of the State of Florida, without reference to any conflicts of law provisions.

G. **Venue.** For any legal proceeding arising out of or relating to this Agreement, each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

H. **Jury Waiver.** Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement.

I. **Construction of Agreement.** The parties hereby agree that they have reviewed this Agreement, have consulted with legal counsel of their choice, have participated in the drafting of this Agreement, and that this Agreement is not to be construed against any party as if it were the drafter of this Agreement.

J. **Authority of Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

Section 14. Entire Agreement. This Agreement, and any documents incorporated herein, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

*Orange County, Florida and City of Apopka
Fire Station 29 Agreement*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials, as of the day and year set forth below.

ORANGE COUNTY, FLORIDA

By: Orange County 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

Date: _____

CITY OF APOPKA, FLORIDA

By: City of Apopka City Council

By: _____
Bryan Nelson, Mayor

ATTEST:

By: _____
Linda F. Goff, City Clerk

Date: _____

INTERLOCAL AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

CITY OF APOPKA, FLORIDA

regarding

**THE CITY OF APOPKA'S PROVISION OF FIRE PROTECTION, RESCUE, AND
AUTO-AID SERVICES FOR THE AREAS OF UNINCORPORATED ORANGE
COUNTY, FLORIDA THAT ARE CURRENTLY SERVED AND/OR SUPPORTED BY
FIRE STATION 29**

Exhibit A: Orange County/Apopka Contract Area;

INTERLOCAL AGREEMENT

between

ORANGE COUNTY, FLORIDA

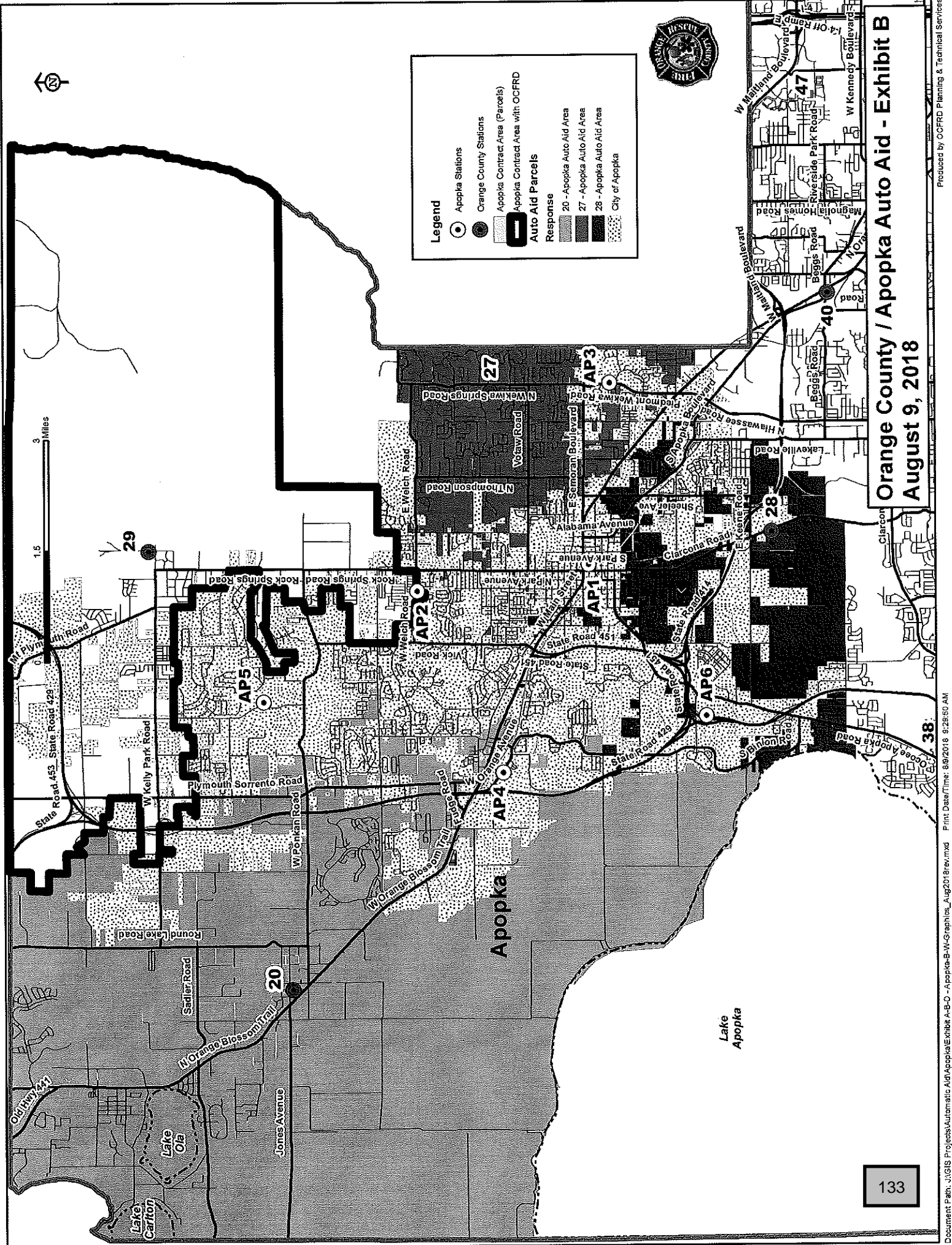
and

CITY OF APOPKA, FLORIDA

regarding

**THE CITY OF APOPKA'S PROVISION OF FIRE PROTECTION, RESCUE, AND
AUTO-AID SERVICES FOR THE AREAS OF UNINCORPORATED ORANGE
COUNTY, FLORIDA THAT ARE CURRENTLY SERVED AND/OR SUPPORTED BY
FIRE STATION 29**

Exhibit B: Orange County/Apopka Auto Aid Area;



Legend

- Apopka Stations
- Orange County Stations
- ▨ Apopka Contract Area (Parcels)
- ▩ Apopka Contract Area with OCFRD
- ▧ Auto Aid Parcels
- Response
- ▨ 20 - Apopka Auto Aid Area
- ▩ 27 - Apopka Auto Aid Area
- ▧ 28 - Apopka Auto Aid Area
- ▦ City of Apopka



Orange County / Apopka Auto Aid - Exhibit B
August 9, 2018

INTERLOCAL AGREEMENT
between
ORANGE COUNTY, FLORIDA
and
CITY OF APOPKA, FLORIDA
regarding
**THE PROVISION OF AUTOMATIC AID FOR
FIRE PROTECTION AND RESCUE SERVICES**

THIS INTERLOCAL AGREEMENT (“Agreement”), is by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida located at 201 South Rosalind Avenue, Orlando, Florida 32801 (the “County”), and the **CITY OF APOPKA, FLORIDA**, a municipal corporation created and existing under the laws of the State of Florida located at 120 E Main Street, Apopka, Florida 32703 (the “City”). The County and the City may be referred to herein individually as “party” or collectively as “parties.”

RECITALS

WHEREAS, the County and the City have established and maintain Fire Departments with firefighting equipment, emergency medical equipment, and firefighting personnel; and

WHEREAS, the boundaries of the County and the City are adjacent; and

WHEREAS, the parties are desirous of providing the most expeditious and efficient response in their respective jurisdictions in order to protect the public health, welfare, and safety; and

WHEREAS, the parties recognize that the most expeditious response may be provided by the firefighting and rescue agency outside of, but contiguous to, the jurisdiction in which the emergency occurs; and

WHEREAS, the parties deem it desirable to make provisions for an initial response in case of such emergency from the firefighting and rescue agency closest to such emergency.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth, the parties agree as follows:

Section 1. Recitals Incorporated. The foregoing recitals are true and correct and are incorporated as part of this Agreement.

Section 2. **Definitions.** For the purpose of this Agreement, the following definitions shall apply.

A. *Automatic Aid.* Immediate response of emergency personnel by the Responding Party (as defined below) closest to the scene within the Receiving Party's jurisdiction where personnel may be responding on behalf of or with the Receiving Party.

B. *Receiving Party.* The Receiving Party is the party to which aid is being rendered pursuant to this Agreement.

C. *Responding Party.* The Responding Party is the party providing aid pursuant to this Agreement.

Section 3. **Automatic Aid Assistance.**

A. Automatic Aid assistance shall be based on a mutually agreed to predefined process that results in the immediate response of emergency personnel by the Responding Party to the scene of an emergency in the Receiving Party's jurisdiction on behalf of or with the Receiving Party. The process shall be initiated through the Fire Department Communication Center.

B. The Responding Party's response shall be in proportion to the amount and type of equipment/apparatus operated by the Receiving Party in its typical response to such an emergency.

Section 4. **Indemnification.** Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment. Each party's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes (\$200,000 per individual / \$300,000 per occurrence) or as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

Section 5. **No Reimbursement.** Neither the County nor the City will receive payment or be reimbursed by the other party for any expenses or the like incurred in connection with services provided under this Agreement. Nothing herein prevents either party from receiving reimbursements from FEMA or any other state or federal reimbursement programs.

Section 6. **Term.** This Agreement begins on the date of full execution by both parties and shall continue into perpetuity until and unless it is affirmatively terminated by one party's

provision to the other party of its ninety (90) days' written notice of intent to terminate this Agreement.

Section 7. Survival.

- C. Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification provision, shall survive the expiration, cancellation, or termination of this Agreement.
- D. The provisions of this Agreement shall survive as they are applicable to the Interlocal Agreement between Orange County, Florida and the City of Apopka regarding the City of Apopka's Provision of Fire Protection, Rescue, and Auto-Aid Services for the Areas of Unincorporated Orange County, Florida that are Currently Served and/or Supported by Fire Station 29 (the "Fire Station 29 Agreement") so long as the Fire Station 29 Agreement is in effect.

Section 8. Miscellaneous Provisions.

- A. **Officer in Charge, Service Standard.** While providing Automatic Aid in the area where the emergency exists, the Responding Party personnel shall be subject to the orders and directions of the officer in charge of the operations. If an officer for the Receiving Party is not available at the scene, the highest ranking officer from the Responding Party will control the scene until the emergency has been terminated, or until an officer from the Receiving Party arrives and scene control is properly transferred. The Responding and Receiving Parties shall utilize National Fire Protection Standard 1500, as defined in State Statute 633.821, to ensure that the Incident Command System, the Personnel Accountability System and the 2-in/2-out standards are adhered to. Failure to comply with this service standard shall be a breach of this Agreement and cause for termination.
- B. **Application of Agreement.** This Agreement shall apply only to emergencies existing within the areas of protection of the County and Apopka.
- C. **Operational Plan.** The fire chiefs of the fire departments, or their designees will meet and draft, and may thereafter revise, a written plan for the procedures and operations necessary to effectively implement this Agreement. This operational plan will become effective upon approval by the Orange County Fire Chief and the Apopka Fire Chief.
- D. **Conflict Resolution.** Any disputes arising from this Agreement shall be resolved by the Orange County Fire Chief and the Apopka Fire Chief or their duly authorized representatives.
- E. **Training.** The County and the City agree to conduct a minimum of three (3) hours of joint fire service training and at least quarterly as required by the Insurance Service Office (ISO).

F. **Liability.** Neither party shall be liable to the other for any special, consequential, incidental, punitive, or indirect damages arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages.

G. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or shall confer, upon any person, other than the parties and their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

*Orange County, Florida and City of Apopka
Automatic Aid Agreement*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials, as of the day and year set forth below.

ORANGE COUNTY, FLORIDA

By: Orange County 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

Date: _____

CITY OF APOPKA, FLORIDA

By: City of Apopka City Council

By: _____
Bryan Nelson, Mayor

ATTEST:

By: _____
Linda F. Goff, City Clerk

Date: _____

INTERLOCAL AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

CITY OF APOPKA, FLORIDA

regarding

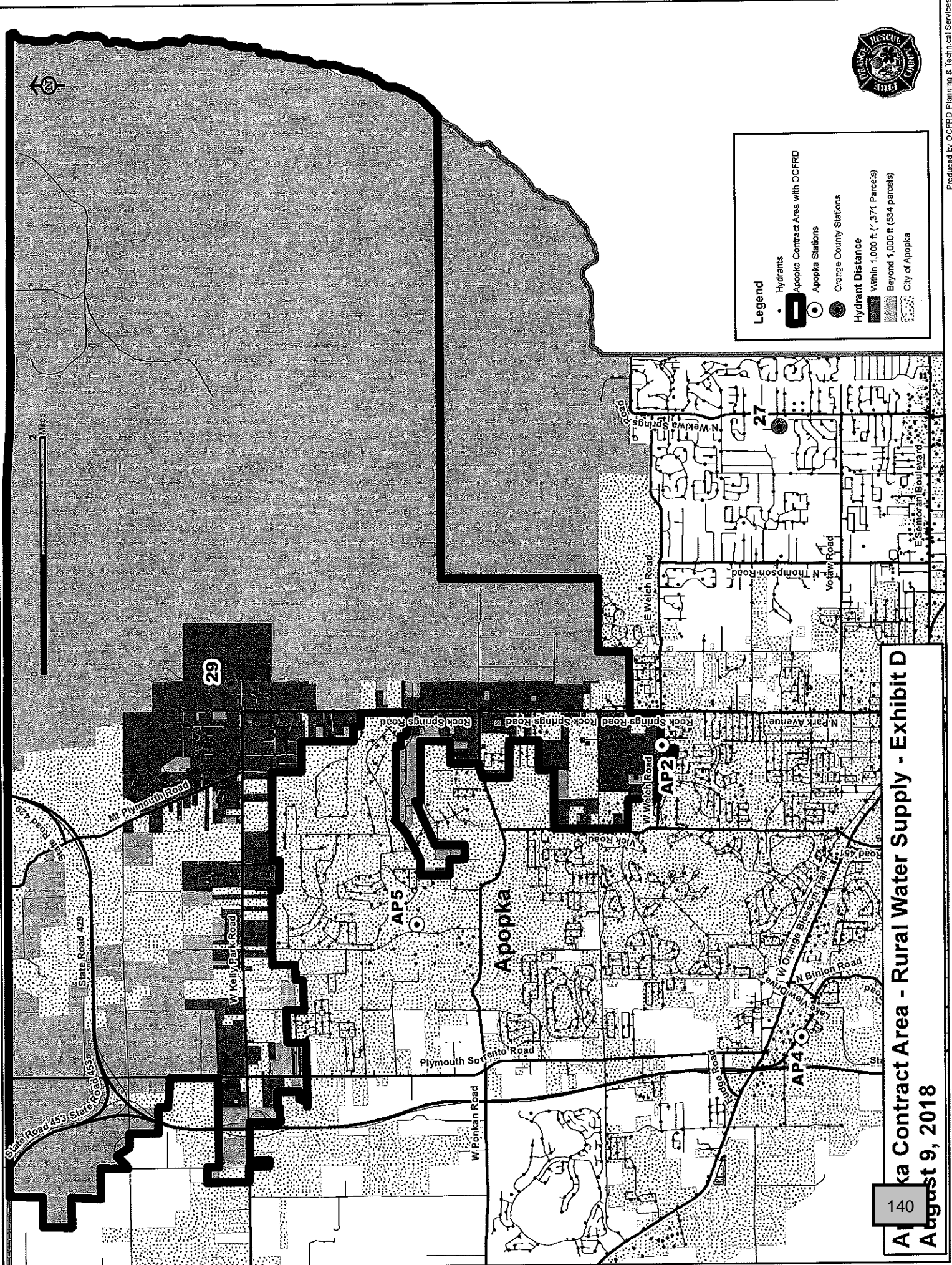
**THE CITY OF APOPKA'S PROVISION OF FIRE PROTECTION, RESCUE, AND
AUTO-AID SERVICES FOR THE AREAS OF UNINCORPORATED ORANGE
COUNTY, FLORIDA THAT ARE CURRENTLY SERVED AND/OR SUPPORTED BY
FIRE STATION 29**

**Exhibit D: The County's list of properties in the Contract Area
without an available water supply.**



Legend

- Hydrants
- Apopka Contract Area with OCFRD
- Apopka Stations
- Orange County Stations
- Hydrant Distance
 - Within 1,000 ft (1,371 Parcels)
 - Beyond 1,000 ft (534 parcels)
- City of Apopka



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Apopka Contract Area - Rural Water Supply - Exhibit D

August 9, 2018

Orange County Fire Rescue
List of Parcels in Apopka FD Contract Area Without Available Water Supply
Exhibit D

COUNT	PARCEL ID	ADDRESS
1	272001126600140	3536 ONDICH RD
2	272013000000030	4720 PLYMOUTH SORRENTO RD
3	272012000000044	3066 ONDICH RD
4	272012000000104	ONDICH RD
5	272012000000065	3412 ONDICH RD
6	272012000000080	3525 W KELLY PARK RD
7	272012000000022	3321 W KELLY PARK RD
8	272012000000083	5306 EFFIE DR
9	272012000000025	3103 W KELLY PARK RD
10	272012000000005	3515 W KELLY PARK RD
11	272012000000030	3537 W KELLY PARK RD
12	272012000000031	5202 PLYMOUTH SORRENTO RD
13	272012000000093	W KELLY PARK RD
14	272012000000017	3603 W KELLY PARK RD
15	272002000000011	OAK LN
16	272001000000019	6500 PLYMOUTH SORRENTO RD
17	272001000000005	6408 PLYMOUTH SORRENTO RD
18	272001000000022	PLYMOUTH SORRENTO RD
19	272001000000039	3239 ONDICH RD
20	272001000000065	ONDICH RD
21	272001126600050	3610 ONDICH RD
22	272001000000043	3203 ONDICH RD
23	272001000000012	3311 ONDICH RD
24	272001000000042	3317 ONDICH RD
25	272001000000041	3341 ONDICH RD
26	272001000000015	3435 ONDICH RD
27	272001000000026	6014 PLYMOUTH SORRENTO RD
28	282033000000079	369 EVANS LN
29	282033000000081	W WELCH RD
30	282033000000077	W WELCH RD
31	282021823900290	516 SPRING HOLLOW BLVD
32	282021823900440	3417 JERICHO PL
33	282021823900370	3411 JAYMARA PL
34	282021823900360	3403 JAYMARA PL
35	282021823900410	3400 JERICHO PL
36	282021823900420	3401 JERICHO PL
37	282021823900430	3409 JERICHO PL
38	282021823900770	3457 WESTFORD DR
39	282022000000044	ROCK SPRINGS RD
40	282022000000009	3801 ROCK SPRINGS RD
41	282022000000013	147 TRAILER HAVEN LN
42	282022000000015	164 TRAILER HAVEN LN
43	282022000000023	172 TRAILER HAVEN LN
44	282022000000024	188 TRAILER HAVEN LN
45	282022000000028	196 TRAILER HAVEN LN
46	282022000000008	187 TRAILER HAVEN LN
47	282022000000017	171 TRAILER HAVEN LN
48	282015000000017	157 EARLS LN
49	282010000000004	5455 SPRINGWOOD LN
50	282010000000002	5734 BAPTIST CAMP RD
51	282010000000029	5918 BAPTIST CAMP RD
52	282010000000030	5910 BAPTIST CAMP RD
53	282021823900710	3441 WESTFORD DR
54	282021823900520	3434 WESTFORD DR
55	282021823900510	3442 WESTFORD DR
56	282020000000016	3192 PITTMAN RD
57	282020000000010	3105 PITTMAN RD
58	282007000000002	2526 HAAS RD
59	282007000000004	2534 HAAS RD
60	282007000000006	5611 PLYMOUTH SORRENTO RD
61	282007000000052	5757 PLYMOUTH SORRENTO RD
62	282007000000012	6454 FOLIAGE WAY
63	282007897200130	2451 DOWMAN DR

COUNT	PARCEL ID	ADDRESS
280	282027908200080	458 FAYE ST
281	282027000000052	2501 JUNIOR AVE
282	282027000000101	ROCK SPRINGS RD
283	282027908200020	FAYE ST
284	282027000000015	2906 JUNIOR AVE
285	282027000000098	396 E PONKAN RD
286	282009760800261	W KELLY PARK RD
287	282006000000043	2517 HAAS RD
288	272012000000040	5206 PLYMOUTH SORRENTO RD
289	272001000000060	OAK LN
290	272001000000007	OAK LN
291	282006000000023	6919 PLYMOUTH SORRENTO RD
292	272001000000054	23854 OAK LN
293	272001000000010	3245 ONDICH RD
294	272001000000050	23852 OAK LN
295	272001000000067	6148 PLYMOUTH SORRENTO RD
296	282006000000038	2652 BOCH RD
297	282006000000009	6251 PLYMOUTH SORRENTO RD
298	282028000000043	2214 ROCK SPRINGS RD
299	282005733400020	6747 SWAIN RD
300	272012000000015	5173 EFFIE DR
301	2820218239000530	3426 WESTFORD DR
302	282010000000045	BAPTIST CAMP RD
303	282010000000027	BAPTIST CAMP RD
304	282009760800242	563 W KELLY PARK RD
305	282009760800163	E KELLY PARK RD
306	282027000000057	388 E PONKAN RD
307	282027000000103	VALERIE AVE
308	282028000000106	VICK RD
309	282018000000132	CHANDLER RD
310	282018000000105	4481 CHANDLER RD
311	282027000000025	2511 VALERIE AVE
312	282027000000027	2500 VALERIE AVE
313	282022000000016	156 TRAILER HAVEN LN
314	272001000000001	OAK LN
315	272001000000033	6432 PLYMOUTH SORRENTO RD
316	282007897200050	2765 DOWMAN DR
317	282007897200010	5475 PLYMOUTH SORRENTO RD
318	282007000000054	2150 HAAS RD
319	272012000000029	5108 PLYMOUTH SORRENTO RD
320	272012000000067	3509 W KELLY PARK RD
321	272012000000028	5024 PLYMOUTH SORRENTO RD
322	272012000000019	3501 W KELLY PARK RD
323	272012000000098	W KELLY PARK RD
324	282006000000014	2626 BOCH RD
325	272001000000061	ONDICH RD
326	282006000000041	2087 HAAS RD
327	282006000000069	PLYMOUTH SORRENTO RD
328	282007897200100	2607 DOWMAN DR
329	282007897200101	DOWMAN DR
330	282036912001000	1800 WEKIWA CIR
331	272012000000058	3404 ONDICH RD
332	272001000000053	3658 ONDICH RD
333	282027000000033	425 FAYE ST
334	282027000000114	JUNIOR AVE
335	282021823900210	447 SPRING HOLLOW BLVD
336	282007000000020	5506 FOLIAGE WAY
337	282006000000013	2543 HAAS RD
338	272001000000038	3305 ONDICH RD
339	282010000000024	5722 BAPTIST CAMP RD
340	282005047600070	6800 MT PLYMOUTH RD
341	272013000000047	3612 W KELLY PARK RD
342	272013000000034	3372 W KELLY PARK RD

Orange County Fire Rescue
List of Parcels in Apopka FD Contract Area Without Available Water Supply

Exhibit D

COUNT	PARCEL ID	ADDRESS
64	282007897200110	2535 DOWMAN DR
65	282007897200090	2621 DOWMAN DR
66	282007897200080	2635 DOWMAN DR
67	282007897200070	2717 DOWMAN DR
68	282007897200060	2733 DOWMAN DR
69	282007000000021	2132 HAAS RD
70	282007000000018	5302 FOLIAGE WAY
71	282007897200040	2809 DOWMAN DR
72	282007000000068	5426 FOLIAGE WAY
73	282007897200240	2788 DOWMAN DR
74	282007897200230	2764 DOWMAN DR
75	282007000000049	2864 DOWMAN DR
76	282007897200200	2634 DOWMAN DR
77	282007897200210	2716 DOWMAN DR
78	282007897200220	2732 DOWMAN DR
79	282007897200180	2606 DOWMAN DR
80	282007000000029	2850 DOWMAN DR
81	282010000000032	5902 BAPTIST CAMP RD
82	282010000000001	5832 BAPTIST CAMP RD
83	282010000000043	5808 BAPTIST CAMP RD
84	282010000000006	5303 BAPTIST CAMP RD
85	282010000000014	BAPTIST CAMP RD
86	282010000000026	BAPTIST CAMP RD
87	282010000000020	BAPTIST CAMP RD
88	282010000000038	BAPTIST CAMP RD
89	282010000000011	BAPTIST CAMP RD
90	282009000000003	FORTUNE LN
91	282010000000016	BAPTIST CAMP RD
92	282010000000039	BAPTIST CAMP RD
93	282009760800082	HOLSTEIN RD
94	282009760800232	5234 MT PLYMOUTH RD
95	282007000000051	2621 W KELLY PARK RD
96	282021000000048	3220 ROCK SPRINGS RD
97	282007000000037	2605 W KELLY PARK RD
98	282006000000053	6501 PLYMOUTH SORRENTO RD
99	282006000000004	6447 PLYMOUTH SORRENTO RD
100	282006000000021	6441 PLYMOUTH SORRENTO RD
101	282006000000033	2423 BOCH RD
102	282006000000045	2621 BOCH RD
103	282006000000052	2675 BOCH RD
104	282006000000055	2605 BOCH RD
105	282006000000071	BOCH RD
106	282007000000066	W KELLY PARK RD
107	282007000000033	2061 W KELLY PARK RD
108	282006000000048	2201 HAAS RD
109	282005733400050	29940 RAINEY RD
110	282005000000001	6901 SWAIN RD
111	282006000000057	PLYMOUTH SORRENTO RD
112	282008000000022	1342 HAAS RD
113	282008000000027	988 HAAS RD
114	282008000000033	1030 HAAS RD
115	282008000000024	828 HAAS RD
116	282008000000030	812 HAAS RD
117	282008000000036	730 HAAS RD
118	282008000000054	HAAS RD
119	282021000000042	W PONKAN RD
120	282021000000040	153 W PONKAN RD
121	282021000000031	3174 RED BIRD RD
122	282021000000033	3170 RED BIRD RD
123	282016000000030	53 W WEST RD
124	282016000000013	21 W WEST RD
125	282005000000015	6892 SWAIN RD
126	282005047600161	MT PLYMOUTH RD

COUNT	PARCEL ID	ADDRESS
343	282006000000049	PLYMOUTH SORRENTO RD
344	282028000000083	104 PEBBLE LN
345	272012000000084	3385 W KELLY PARK RD
346	282028000000087	ROCK SPRINGS RD
347	272001000000064	ONDICH RD
348	272001000000066	OAK LN
349	272012000000103	PLYMOUTH SORRENTO RD
350	282006000000039	2635 BOCH RD
351	282005000000011	29850 RAINEY RD
352	282005000000010	6644 SWAIN RD
353	282003000000008	6124 BAPTIST CAMP RD
354	282010000000037	BAPTIST CAMP RD
355	282021003202010	3143 EVELYN SCOTT ST
356	282027000000117	2494 VALERIE AVE
357	282022000000022	180 TRAILER HAVEN LN
358	282007000000073	HAAS RD
359	272013000000048	4676 PLYMOUTH SORRENTO RD
360	272012000000033	5314 EFFIE DR
361	272012000000073	5708 PLYMOUTH SORRENTO RD
362	272012000000069	3111 W KELLY PARK RD
363	272001000000006	6448 PLYMOUTH SORRENTO RD
364	272001126600100	3556 ONDICH RD
365	282006000000022	PLYMOUTH SORRENTO RD
366	272012000000034	3252 ONDICH RD
367	282007000000022	5232 FOLIAGE WAY
368	282006000000060	HAAS RD
369	282005733400030	SWAIN RD
370	282005000000013	6912 SWAIN RD
371	272012000000018	3695 W KELLY PARK RD
372	282005000000002	29920 RAINEY RD
373	282003000000015	6140 BAPTIST CAMP RD
374	282021823900351	3404 JAYMARA PL
375	282010000000022	5840 BAPTIST CAMP RD
376	282010000000017	BAPTIST CAMP RD
377	282006000000058	BOCH RD
378	282021003201020	3136 EVELYN SCOTT ST
379	272001000000023	6330 PLYMOUTH SORRENTO RD
380	282009760800161	E KELLY PARK RD
381	282008000000035	782 HAAS RD
382	282008000000053	FOLIAGE WAY
383	282018000000013	4805 PLYMOUTH SORRENTO RD
384	282018000000050	4625 CHANDLER RD
385	282027000000039	2720 JUNIOR AVE
386	282027000000059	2646 JUNIOR AVE
387	282027000000089	2714 VALERIE AVE
388	282027000000029	400 E PONKAN RD
389	282028000000090	VICK RD
390	282007000000025	2518 HAAS RD
391	282007897200170	2534 DOWMAN DR
392	282003000000012	5984 BAPTIST CAMP RD
393	282006000000036	2075 HAAS RD
394	282003000000013	6032 BAPTIST CAMP RD
395	282010000000031	5950 BAPTIST CAMP RD
396	282027000000041	2804 JUNIOR AVE
397	282027000000047	2821 JUNIOR AVE
398	282027000000045	411 FAYE ST
399	292004000000011	STATE ROAD 46
400	272001000000016	6704 PLYMOUTH SORRENTO RD
401	272001000000027	6602 PLYMOUTH SORRENTO RD
402	282010000000042	BAPTIST CAMP RD
403	282027000000044	2727 JUNIOR AVE
404	282021823900240	529 SPRING HOLLOW BLVD
405	282001000000002	STATE ROAD 46

Orange County Fire Rescue
List of Parcels in Apopka FD Contract Area Without Available Water Supply
Exhibit D

COUNT	PARCEL ID	ADDRESS
127	282005047600092	6604 MT PLYMOUTH RD
128	282005047600160	6752 MT PLYMOUTH RD
129	282005000000031	HAAS RD
130	282005000000019	1909 HAAS RD
131	282003000000010	6148 BAPTIST CAMP RD
132	282003000000017	6048 BAPTIST CAMP RD
133	282008000000015	1334 HAAS RD
134	282008000000026	FOLIAGE WAY
135	282008000000040	1338 HAAS RD
136	282008000000032	5403 FOLIAGE WAY
137	282027000000023	376 E PONKAN RD
138	282027000000069	2919 ROCK SPRINGS RD
139	282027000000030	2821 VALERIE AVE
140	282027000000042	2905 JUNIOR AVE
141	282027000000009	2720 VALERIE AVE
142	282018000000090	4653 PLYMOUTH SORRENTO RD
143	282018000000102	4624 CHANDLER RD
144	282018000000095	4641 PLYMOUTH SORRENTO RD
145	282018000000091	4629 PLYMOUTH SORRENTO RD
146	282021823900200	439 SPRING HOLLOW BLVD
147	282021823900190	431 SPRING HOLLOW BLVD
148	282021823900130	313 SPRING HOLLOW BLVD
149	282016000000023	618 W KELLY PARK RD
150	282021823900120	305 SPRING HOLLOW BLVD
151	282021823900110	219 SPRING HOLLOW BLVD
152	282021823900160	407 SPRING HOLLOW BLVD
153	282021823900140	321 SPRING HOLLOW BLVD
154	282021823900090	203 SPRING HOLLOW BLVD
155	282021823900260	544 SPRING HOLLOW BLVD
156	282021823900070	3511 FOX LAKE DR
157	282021823900060	109 SPRING HOLLOW BLVD
158	282021823900380	3419 JAYMARA PL
159	282021823900320	446 SPRING HOLLOW BLVD
160	282021823900390	3416 JERICHO PL
161	282009000000027	PREVO DR
162	282008000000043	1815 W KELLY PARK RD
163	282008000000010	W KELLY PARK RD
164	282027000000097	2728 JUNIOR AVE B
165	282027000000026	2707 VALERIE AVE
166	282027000000100	2843 JUNIOR AVE
167	282027000000083	2708 JUNIOR AVE
168	282027000000078	2702 JUNIOR AVE
169	282027000000032	2552 VALERIE AVE
170	282027000000058	2555 JUNIOR AVE
171	282027000000074	2544 JUNIOR AVE
172	282027000000095	2564 JUNIOR AVE
173	282027000000007	2503 ROCK SPRINGS RD
174	282027000000031	2514 VALERIE AVE
175	282027000000037	2520 JUNIOR AVE
176	282027000000060	437 FAYE ST
177	282026000000004	1800 N WEKIWA CIR
178	282016781210110	E KELLY PARK RD
179	292004000000010	STATE ROAD 46
180	292004000000006	STATE ROAD 46
181	282018000000103	4677 PLYMOUTH SORRENTO RD
182	272012000000079	5902 PLYMOUTH SORRENTO RD
183	272001000000040	6122 PLYMOUTH SORRENTO RD
184	282008000000020	814 HAAS RD
185	282007897200120	2509 DOWMAN DR
186	282007000000071	W KELLY PARK RD
187	282007000000050	2300 HAAS RD
188	282006000000070	BOCH RD
189	282007000000032	2122 HAAS RD

COUNT	PARCEL ID	ADDRESS
406	292029000000004	STATE ROAD 46
407	282033000000119	VICK RD
408	282007000000007	HAAS RD
409	282006000000042	2653 BOCH RD
410	272012000000078	5918 PLYMOUTH SORRENTO RD
411	272012000000087	3430 ONDICH RD
412	282016000000029	37 W WEST RD
413	282003000000020	6016 BAPTIST CAMP RD
414	282003000000018	5992 BAPTIST CAMP RD
415	282021823900100	211 SPRING HOLLOW BLVD
416	282016000000031	45 W WEST RD
417	282021823900400	3408 JERICHO PL
418	282010000000034	5824 BAPTIST CAMP RD
419	282010000000041	5816 BAPTIST CAMP RD
420	282010000000035	BAPTIST CAMP RD
421	282008000000019	722 HAAS RD
422	282008000000023	5301 FOLIAGE WAY
423	282027000000096	2787 VALERIE AVE
424	272001000000029	6104 PLYMOUTH SORRENTO RD
425	282018000000088	PLYMOUTH SORRENTO RD
426	282018000000104	4656 CHANDLER RD
427	282018000000092	4611 PLYMOUTH SORRENTO RD
428	282027000000048	2560 JUNIOR AVE
429	282007897200160	2508 DOWMAN DR
430	272001000000003	6868 PLYMOUTH SORRENTO RD
431	282006000000076	HAAS RD
432	282005000000016	1917 HAAS RD
433	282005000000023	6520 SWAIN RD
434	282009760800032	303 E COUNTRY LN
435	282027000000115	VALERIE AVE
436	282021823900050	101 SPRING HOLLOW BLVD
437	282007000000035	2641 W KELLY PARK RD
438	282007000000014	2020 HAAS RD
439	272001000000062	OAK LN
440	282007897200030	5401 PLYMOUTH SORRENTO RD
441	282007000000030	5273 PLYMOUTH SORRENTO RD
442	282006000000024	2701 BOCH RD
443	282009760800241	555 W KELLY PARK RD
444	282003000000011	6040 BAPTIST CAMP RD
445	282005000000033	SWAIN RD
446	282003000000009	6116 BAPTIST CAMP RD
447	272012000000053	5118 PLYMOUTH SORRENTO RD
448	282021823900280	528 SPRING HOLLOW BLVD
449	282027000000049	2494 VALERIE AVE
450	272012000000070	5128 PLYMOUTH SORRENTO RD
451	292004000000009	STATE ROAD 46
452	272001000000035	6318 PLYMOUTH SORRENTO RD
453	282018000000077	4759 PLYMOUTH SORRENTO RD
454	282027000000094	435 FAYE ST
455	282027000000116	JUNIOR AVE
456	282007897200190	2620 DOWMAN DR
457	282006000000012	2609 HAAS RD
458	272012000000072	5706 PLYMOUTH SORRENTO RD
459	272012000000038	3243 W KELLY PARK RD
460	272012000000016	3611 W KELLY PARK RD
461	282005733400010	6947 SWAIN RD
462	282005047600011	6903 MT PLYMOUTH RD
463	282016000000026	29 W WEST RD
464	282021823900001	3420 JAYMARA PL
465	282016603000130	23 OAK HOLLOW DR
466	282010000000018	5934 BAPTIST CAMP RD
467	282010000000013	BAPTIST CAMP RD
468	282020000000015	3198 PITTMAN RD

Orange County Fire Rescue
List of Parcels in Apopka FD Contract Area Without Available Water Supply
Exhibit D

COUNT	PARCEL ID	ADDRESS
190	282010000000023	5942 BAPTIST CAMP RD
191	282008000000012	HAAS RD
192	282007897200020	5433 PLYMOUTH SORRENTO RD
193	282007000000070	PLYMOUTH SORRENTO RD
194	282007000000031	5221 PLYMOUTH SORRENTO RD
195	282007000000044	2103 W KELLY PARK RD
196	282006000000040	2402 BOCH RD
197	282006000000016	2011 HAAS RD
198	282006000000032	2745 HAAS RD
199	282013000000005	STATE ROAD 46
200	282010000000005	5714 BAPTIST CAMP RD
201	272012000000075	5130 PLYMOUTH SORRENTO RD
202	282021823900250	545 SPRING HOLLOW BLVD
203	282021823900470	108 SPRING HOLLOW BLVD
204	282005047600050	6851 SWAIN RD
205	282020000000017	PITTMAN RD
206	282027000000092	2732 VALERIE AVE
207	282027000000068	2733 JUNIOR AVE
208	282027000000106	2665 VALERIE AVE
209	282022000000021	179 TRAILER HAVEN LN
210	282018000000049	4613 CHANDLER RD
211	272001000000030	6034 PLYMOUTH SORRENTO RD
212	282006000000008	6303 PLYMOUTH SORRENTO RD
213	282005733400040	6971 SWAIN RD
214	282016603000140	31 OAK HOLLOW DR
215	282016603000110	24 OAK HOLLOW DR
216	272012000000089	3305 W KELLY PARK RD
217	282021823900450	202 SPRING HOLLOW BLVD
218	282018000000121	4617 PLYMOUTH SORRENTO RD
219	282010000000028	BAPTIST CAMP RD
220	282027000000082	380 E PONKAN RD
221	282027000000028	2755 VALERIE AVE
222	282022000000012	155 TRAILER HAVEN LN
223	282021823900080	117 SPRING HOLLOW BLVD
224	282021823900270	536 SPRING HOLLOW BLVD
225	282007000000024	5430 FOLIAGE WAY
226	282018000000031	2126 W KELLY PARK RD
227	282021823900720	3449 WESTFORD DR
228	282021823900700	3433 WESTFORD DR
229	282021003201010	3144 EVELYN SCOTT ST
230	272001000000051	6624 PLYMOUTH SORRENTO RD
231	282003000000019	HOLSTEIN RD
232	282007000000067	W KELLY PARK RD
233	282007897200150	2450 DOWMAN DR
234	272012000000036	5910 PLYMOUTH SORRENTO RD
235	272012000000035	5704 PLYMOUTH SORRENTO RD
236	272012000000082	5260 EFFIE DR
237	272012000000023	3239 W KELLY PARK RD
238	272001000000031	6022 PLYMOUTH SORRENTO RD
239	282008000000008	990 HAAS RD
240	282007000000016	2015 W KELLY PARK RD
241	282007000000072	HAAS RD
242	282006000000051	2695 BOCH RD
243	282006000000054	HAAS RD
244	282016000000015	612 W KELLY PARK RD
245	282015000000019	198 EARLS LN
246	282010000000003	5718 BAPTIST CAMP RD
247	282010000000015	5706 BAPTIST CAMP RD
248	282021823900500	3450 WESTFORD DR
249	282021823900490	3458 WESTFORD DR
250	282018000000015	4723 PLYMOUTH SORRENTO RD
251	282022000000007	163 TRAILER HAVEN LN
252	282022000000029	195 TRAILER HAVEN LN

COUNT	PARCEL ID	ADDRESS
469	272012000000081	5107 EFFIE DR
470	282021000000045	3178 RED BIRD RD
471	282027000000046	2929 JUNIOR AVE
472	272001000000046	6154 PLYMOUTH SORRENTO RD
473	282016603000120	15 OAK HOLLOW DR
474	282003000000014	6008 BAPTIST CAMP RD
475	282021823900230	517 SPRING HOLLOW BLVD
476	282021823900180	423 SPRING HOLLOW BLVD
477	282021823900330	438 SPRING HOLLOW BLVD
478	282005000000009	6850 SWAIN RD
479	282021823900460	116 SPRING HOLLOW BLVD
480	282021823900340	3412 JAYMARA PL
481	282021823900480	3466 WESTFORD DR
482	282010000000047	5734 BAPTIST CAMP RD
483	282010000000036	BAPTIST CAMP RD
484	282021003202020	3135 EVELYN SCOTT ST
485	272001000000014	6614 PLYMOUTH SORRENTO RD
486	272001000000024	6306 PLYMOUTH SORRENTO RD
487	282027000000038	2822 JUNIOR AVE
488	282018000000133	4765 PLYMOUTH SORRENTO RD
489	282018000000061	4509 CHANDLER RD
490	282018000000068	4618 CHANDLER RD
491	282027000000051	2708 VALERIE AVE
492	282007000000005	2610 HAAS RD
493	282006000000034	6651 PLYMOUTH SORRENTO RD
494	282027908200070	466 FAYE ST
495	282006000000002	6809 PLYMOUTH SORRENTO RD
496	282007000000001	2490 HAAS RD
497	282003000000016	6000 BAPTIST CAMP RD
498	282021000000025	3214 ROCK SPRINGS RD
499	282021823900540	3418 WESTFORD DR
500	282007000000023	5310 FOLIAGE WAY
501	282021823900220	509 SPRING HOLLOW BLVD
502	272012000000088	5103 EFFIE DR
503	282015000000027	196 EARLS LN
504	272022000000052	FRIENDLY AVE
505	272013000000007	3366 W KELLY PARK RD
506	282007000000036	2523 W KELLY PARK RD
507	282006000000063	HAAS RD
508	282006000000027	2115 HAAS RD
509	282006000000011	2701 HAAS RD
510	282021823900170	415 SPRING HOLLOW BLVD
511	282021823900150	329 SPRING HOLLOW BLVD
512	282021823900300	508 SPRING HOLLOW BLVD
513	282008000000039	726 HAAS RD
514	272012000000024	3119 W KELLY PARK RD
515	282010000000025	5730 BAPTIST CAMP RD
516	282010000000046	BAPTIST CAMP RD
517	282021823900690	3417 WESTFORD DR
518	282009760800162	E KELLY PARK RD
519	282008000000016	5403 FOLIAGE WAY
520	282027000000110	VALERIE AVE
521	282027000000022	2928 VALERIE AVE
522	282018000000074	4857 PLYMOUTH SORRENTO RD
523	282018000000069	4777 PLYMOUTH SORRENTO RD
524	282018000000058	W KELLY PARK RD
525	282027000000066	2721 JUNIOR AVE
526	282007897200140	2436 DOWMAN DR
527	272001000000020	6268 PLYMOUTH SORRENTO RD
528	272001000000021	6256 PLYMOUTH SORRENTO RD
529	272001000000025	3129 ONDICH RD
530	272001126600080	3574 ONDICH RD
531	282007000000063	DOWMAN DR

Orange County Fire Rescue
List of Parcels in Apopka FD Contract Area Without Available Water Supply
Exhibit D

COUNT	PARCEL ID	ADDRESS
253	272012000000043	3235 W KELLY PARK RD
254	282010000000033	BAPTIST CAMP RD
255	272001000000063	OAK LN
256	272001000000055	OAK LN
257	272001126600120	3544 ONDICH RD
258	282007000000055	2036 HAAS RD
259	282007897200001	DOWMAN DR
260	282003000000021	6024 BAPTIST CAMP RD
261	282009760800235	MT PLYMOUTH RD
262	282006000000031	6631 PLYMOUTH SORRENTO RD
263	282006000000067	PLYMOUTH SORRENTO RD
264	282006000000056	PLYMOUTH SORRENTO RD
265	282006000000001	6957 PLYMOUTH SORRENTO RD
266	282027000000035	2424 JUNIOR AVE
267	282006000000007	2525 BOCH RD
268	282006000000037	2403 BOCH RD
269	282006000000018	2415 BOCH RD
270	282006000000026	2487 BOCH RD
271	282006000000006	6741 PLYMOUTH SORRENTO RD
272	282006000000020	6721 PLYMOUTH SORRENTO RD
273	282027000000107	2519 JUNIOR AVE
274	282027000000043	2505 JUNIOR AVE
275	282027908200010	FAYE ST
276	282027908200030	410 FAYE ST
277	282027908200040	424 FAYE ST
278	282027908200050	438 FAYE ST
279	282027908200060	450 FAYE ST

COUNT	PARCEL ID	ADDRESS
532	282027000000118	JUNIOR AVE
533	282027000000071	2553 VALERIE AVE
534	282010000000019	5824 BAPTIST CAMP RD
535	282007000000065	2130 HAAS RD
536	282027000000064	208 FAYE ST
537	272001000000002	PLYMOUTH SORRENTO RD
538	282027000000050	2666 VALERIE AVE
539	282027000000093	ROCK SPRINGS RD
540	282007000000059	2120 HAAS RD
541	282021823900310	3490 WAGONER PKWY
542	272001000000049	6160 PLYMOUTH SORRENTO RD
543	282018000000070	4665 PLYMOUTH SORRENTO RD
544	282007000000061	5252 FOLIAGE WAY
545	282006000000003	6707 PLYMOUTH SORRENTO RD
546	282006000000010	6229 PLYMOUTH SORRENTO RD
547	272013000000045	4530 PLYMOUTH SORRENTO RD
548	272013000000014	PLYMOUTH SORRENTO RD
549	282018000000083	4519 PLYMOUTH SORRENTO RD
550	282018000000084	4525 PLYMOUTH SORRENTO RD
551	282018000000082	4543 PLYMOUTH SORRENTO RD
552	272013000000012	4520 PLYMOUTH SORRENTO RD
553	272013000000013	4508 PLYMOUTH SORRENTO RD
554	282018000000066	4501 PLYMOUTH SORRENTO RD
555	282018000000097	4531 PLYMOUTH SORRENTO RD
556	282018000000017	4549 PLYMOUTH SORRENTO RD
557	282018000000085	4507 PLYMOUTH SORRENTO RD

INTERLOCAL AGREEMENT
between
ORANGE COUNTY, FLORIDA
and
CITY OF APOPKA, FLORIDA
regarding
**THE PROVISION OF MUTUAL AID FOR
FIRE PROTECTION AND RESCUE SERVICES**

THIS INTERLOCAL AGREEMENT (“Agreement”), is by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida located at 201 South Rosalind Avenue, Orlando, Florida 32801 (the “County”), and the **CITY OF APOPKA, FLORIDA**, a municipal corporation created and existing under the laws of the State of Florida located at 120 E Main Street, Apopka, Florida 32703 (the “City”). The County and the City may be referred to herein individually as “party” or collectively as “parties.”

RECITALS

WHEREAS, the City and County have established and maintain Fire Departments with firefighting equipment, emergency medical equipment and firefighting personnel; and

WHEREAS, the boundaries of County and City are adjacent; and

WHEREAS, the parties deem it desirable that an agreement be entered into for their mutual benefit in times of emergency or disaster too great to be dealt with unassisted.

NOW THEREFORE, it is agreed by and between the parties hereto that each shall assist the other under the following stipulations, provisions and conditions:

Section 1. Recitals Incorporated. The foregoing recitals are true and correct and are incorporated as part of this Agreement.

Section 2. Definitions. For the purpose of this Agreement, the following definitions shall apply.

A. *Mutual Aid.* Mutual Aid is defined as a catastrophic event, manmade or natural, that because of the magnitude of the event, poses a hardship on the ability of the jurisdiction having authority to respond with adequate services, (eg: hurricanes, tornadoes, large structural fires,

mass casualty incidents.) Mutual Aid shall not include ordinary events for which the responsible jurisdiction has determined it will not obtain adequate equipment and/or support.

B. *Requesting Party.* The Requesting Party is the jurisdiction having the authority and responsibility to respond to the disaster for which Mutual Aid is being sought.

C. *Responding Party.* The Responding Party is the jurisdiction being contacted by the Requesting Party to provide Mutual Aid assistance.

Section 3. Mutual Aid and Assistance.

A. Mutual Aid assistance shall be requested by the Fire Chief of the Requesting Party or his designee, to the Fire Chief of the Responding Party or his designee. The request shall be initiated through the Fire Department dispatch office.

B. If available, equipment shall be dispatched as requested by the Requesting Party. The number of such pieces and the amount of personnel dispatched shall be at the sole discretion of the Responding Party.

C. Notwithstanding any provision of the Agreement to the contrary, the Fire Department of either signatory may decline to provide assistance if by doing so, their own jurisdiction would not be afforded adequate coverage. Each department shall advise the other immediately if such a condition exists.

Section 4. Indemnification. Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment. Each party's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes (\$200,000 per individual / \$300,000 per occurrence) or as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

Section 5. No Reimbursement. Neither the County nor the City will receive payment or be reimbursed by the other party for any expenses or the like incurred in connection with services provided under this Agreement. Nothing herein prevents either party from receiving reimbursements from FEMA or any other state or federal reimbursement programs.

Section 6. Term. This Agreement begins on the date of full execution by both parties and shall continue into perpetuity until and unless it is affirmatively terminated by one party's provision to the other party of its ninety (90) days' written notice of intent to terminate this Agreement.

Section 7. **Survival.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification provision, shall survive the expiration, cancellation, or termination of this Agreement.

Section 8. **Miscellaneous.**

A. **Officer in Charge, Service Standard.** While providing Mutual Aid in the area where the emergency exists, the Responding Party personnel shall be subject to the orders and directions of the officer in charge of the operations for the Requesting Party. The Requesting Party shall utilize National Fire Protection Standard 1500 to ensure that the Incident Command System, the Personnel Accountability System and the 2-in/2-out standards are adhered to. Failure to comply with this service standard shall be a breach of this Agreement.

B. **Application of Agreement.** This Agreement shall apply only to emergencies existing within the areas of protection of the County and the City.

C. **Liability.** Neither party shall be liable to the other for any special, consequential, incidental, punitive, or indirect damages arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages.

D. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or shall confer, upon any person, other than the parties and their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

*Orange County, Florida and City of Apopka
Mutual Aid Agreement*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials, as of the day and year set forth below.

ORANGE COUNTY, FLORIDA

By: Orange County 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

Date: _____

CITY OF APOPKA, FLORIDA

By: City of Apopka City Council

By: _____
Bryan Nelson, Mayor

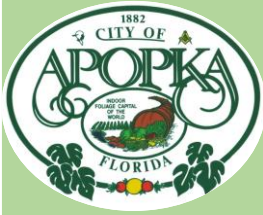
ATTEST:

By: _____
Linda F. Goff, City Clerk

Date: _____

Backup material for agenda item:

4. Discussion on School Resource Officers. Chief McKinley



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: August 15, 2018
 FROM: Police Department
 EXHIBITS: SRO Agreement

SUBJECT: AGREEMENT WITH ORANGE COUNTY PUBLIC SCHOOLS FOR THE APOPKA POLICE DEPARTMENT TO PROVIDE SCHOOL RESOURCE OFFICERS WITHIN THE PUBLIC SCHOOLS LOCATED IN THE CITY.

REQUEST: AUTHORIZE THE POLICE CHIEF TO ENTER INTO THIS AGREEMENT.

SUMMARY:

Each school year, the Apopka Police Department enters into an agreement with Orange County Public Schools to provide School Resource Officers (SRO) within the public schools located in the city limits. The agreement outlines the scope of services to be provided by both parties and establishes the funding from Orange County Public Schools.

Highlights of the agreement:

- Added four new SRO’s to the elementary schools to comply with the Marjory Stoneman Douglas Act
- Raised the reimbursement amount from \$41,930.00 per SRO to \$45,000.00 per SRO
- Reimbursement of \$45,000.00 for a supervisor dedicated to the SRO program

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Authorize the police chief to enter into the agreement.

DISTRIBUTION

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

AGREEMENT

between

The School Board of Orange County, Florida

and

City of Apopka

for

The School Resource Officer Program

This agreement is entered into this _____ day of _____, 2018 between the School Board of Orange County, Florida, a public body corporate organized and existing under the Constitution and laws of the State of Florida, hereinafter referred to as "OCPS" and the City of Apopka, hereinafter referred to as the "Law Enforcement Agency" or "the Agency."

WHEREAS, the Florida Legislature has amended Section 1006.12, Florida Statutes, entitled "Safe-School officers at each public school", requiring each District School Board and School District Superintendent to partner with law enforcement agencies to establish or assign one or more safe-school officers at each school facility within the district by implementing a security option which best meets the needs of the school district.

WHEREAS, OCPS has elected to comply with Section 1006.12, Florida Statutes, with a School Resource Officer program as defined in Section 1006.12(1), Florida Statutes.

WHEREAS, OCPS has identified those schools within each agency's jurisdiction that requires the assignment of an SRO in order to comply with Section 1006.12, Florida Statutes.

WITNESSETH NOW, THEREFORE, in mutual consideration of the covenants herein, the Law Enforcement Agency and OCPS agree as follows:

DEFINITIONS

- A. School Resource Officers (SROs) – Sworn Law enforcement officers, employed by a law enforcement agency, who have completed the SRO Basic Certification course, and who have successfully completed training in accordance with Section 1006.12 (1), Florida Statutes.
- B. TDY Officers (non-SROs) - Sworn Law enforcement officers, employed by a law enforcement agency, who may not have completed the SRO Basic Certification course or all training required in accordance with Section 1006.12(1), Florida Statutes.
- C. School Safety Officers (SSO) – Sworn Law Enforcement Officers employed by OCPS.
- D. School Year – the ten (10) month, regular school year, consisting of 1441 hours worked.

SCOPE OF SERVICES

The Law Enforcement Agency shall make all reasonable efforts to assign one or more SRO or non-SRO at each school within its jurisdiction as identified in “**Exhibit A.**”

- A. Any requests for additional SRO services during the term of this Agreement and during regular school hours by any OCPS school shall be further negotiated through OCPS’ District Police and the Law Enforcement Agency. Any changes to the staffing levels contained in this agreement shall be in writing and signed by both parties.
- B. OCPS shall provide notice to the Law Enforcement Agency for the jurisdiction where the school is located, at least two (2) years prior to the commencement of any new school construction or conversion or the elimination of any school within the agency’s jurisdiction, to discuss and negotiate the need for changes to the law enforcement agency’s staffing levels at the subject school. Both parties acknowledge that the budgetary cycle for the Law Enforcement Agency requires sufficient lead time to properly budget for, select, train and equip law enforcement officers. Notwithstanding the foregoing, OCPS shall provide the Law Enforcement Agency with OCPS’ adopted five (5) year Capital Improvement Plan (“5 Year CIP”) on a yearly basis, no later than October 1 of each year. OCPS shall also promptly provide the Law Enforcement Agency any amendments to the 5 Year CIP adopted by OCPS.
- C. Each SRO and non-SRO work year will follow the schedule established by OCPS for 10-month teachers.
- D. If OCPS schedules summer school in 2019, the Law Enforcement Agency shall make all reasonable efforts to assign one or more SROs or non-SROs at each school located within its jurisdiction. OCPS shall provide the Law Enforcement Agency a list of schools scheduled to host summer school as soon as reasonably practicable but no later than 45 days prior to the end of the regular school year. The list will include the school’s address, the number of SROs requested for each location, the specific dates and times that the services are needed and the number of students expected to attend at each location.
- E. The agency will provide OCPS an invoice at the end of Summer School providing the same level of detail as those invoices provided during the regular school year. OCPS shall remit payment to the agency within forty-five (45) days from receipt.
- F. The Law Enforcement Agency will make a reasonable effort to provide sworn law enforcement officers for Charter Schools listed in “**Exhibit C**” through an off-duty detail. The Charter School will make a specific request to the Law Enforcement Agency regarding days and hours it is requesting officer assistance. The Agency will provide the Charter Schools an invoice providing a list of hours worked consistent with the Agency’s accounting for off-duty details.
- G. The SROs or non-SROs, shall make reasonable efforts to arrive at their assigned campus one half (½) hour before the school day begins and shall remain on campus one half (½) hour after the school day ends. This schedule may be altered if the SRO or non-SRO determines there is a need to address an issue involving students in areas adjacent to the school. The SRO or non-SRO will make reasonable efforts to notify the school of the change. The SROs and non-SROs shall notify the principal or designee of their presence on the campus as soon as practical.
- H. The Law Enforcement Agency will make reasonable efforts to provide additional SRO or non-SRO services at the request of the OCPS District Police. All such requests will be reviewed and

approved by the Law Enforcement Agency based upon staffing availability and internal agency policy.

- I. SROs and non-SROs are required to be absent from campus from time to time to attend training, because of illness, military obligations, to appear in court and to perform certain administrative functions required by their position with the Law Enforcement Agency. The SRO supervisor will approve all SRO and non-SRO absences from campus and notify the school administration and OCPS District Police in advance, when possible. The Law Enforcement Agency shall make reasonable efforts to replace SROs or Non-SROs who are absent for more than one day, based upon available resources of the Law Enforcement Agency. The Law Enforcement Agency shall make reasonable efforts to immediately notify OCPS District Police of such SRO and non-SRO absences.
- J. OCPS and the Law Enforcement Agency will coordinate all safety protocols required by statute in a mutually agreeable manner.
- K. SROs and non-SROs should wear their department issued uniforms while working on campus and at school events, unless exempted by their immediate supervisor.
- L. The parties agree that representatives of the OCPS District Police and Agency management will hold a pre-school year planning meeting and a post school year debriefing meeting to address operational issues and concerns.

RATE

The rates described below apply to the school year beginning July 1, 2018 through June 30, 2019:

- A. OCPS agrees to reimburse the Law Enforcement Agency at a rate of \$45,000.00 per full-time SRO for the 10-month school year at schools identified in “**Exhibit A**”.
- B. OCPS agrees to reimburse the Law Enforcement Agency at a rate of \$50.00 an hour (\$72,050.00 per regular school year for 1441 hours) for each non-SRO officer or off-duty officer assigned to SRO duties, for the 10-month school year at schools identified in “**Exhibit A**” and “**Exhibit C**”.
- C. In the event the Law Enforcement Agency assigns a full time SRO to a school previously serviced by a non-SRO officer, the Law Enforcement Agency shall immediately notify OCPS and the following change will be made:
 1. OCPS will reimburse the Agency for the new SRO at the rate of \$45,000.00 per school year, prorated based upon the SRO’s start date at the school.
- D. Rates for Summer School will be on a pro rata basis of the 10 month rate for SROs. Should the Agency have to utilize non-SROs to provide adequate coverage, OCPS will reimburse the Agency at a rate of \$50.00 per hour for non-SROs providing services.
- E. OCPS will reimburse the Law Enforcement Agency at a rate of \$45,000.00 for supervisors including, but not limited to, sergeants and corporals assigned whose sole responsibility is to provide direct supervision of the sworn law enforcement officers or SROs providing services

hereunder. If the Law Enforcement Agency has a designated supervisor for School Resource Officers who have additional duties, the supervisor will be paid on the following pro rata rate:

1. If the SRO Sergeant or SRO Corporal supervises 1 to 2 SROs or non-SROs assigned SRO duties, OCPS will pay the agency \$11,250 for supervision costs.
2. If the SRO Sergeant or SRO Corporal supervises 3 to 4 SROs or non-SROs assigned SRO duties, OCPS will pay the agency \$22,500 for supervision costs.
3. If the SRO sergeant or SRO Corporal supervises 5 to 7 SROs or non-SROs assigned SRO duties, OCPS will pay the agency \$33,750 for supervision costs.
4. If the SRO sergeant or SRO Corporal supervises 8 or more SROs or non-SROs assigned SRO duties, OCSPS will pay the agency \$45,000.00 for supervision costs.

A list of said positions shall be attached hereto as **“Exhibit B.”**

- F. The compensation provided for herein shall only be for those hours when school is in session during the regular school year and as provided in “Scope of Services”. Law enforcement personnel needed for extracurricular activities involving students, staff or OCPS facilities shall be available through the Agency’s “Off Duty Services” program. This agreement does not guarantee the availability of off-duty officers.
- G. If the monies that OCPS receives for the “Guardian Program” as established in the Marjory Stoneman Douglas High School Public Safety Act are converted into money which may be used by OCPS to fund or reimburse the Agency for SRO positions, OCPS will notify the Law Enforcement Agency of this new money.
- H. Provided the Law Enforcement Agency is not in violation of any of the terms of this Agreement, payment shall be made in two installments (one half of each school year rate) with payments due on or before January 31, 2019, and June 30, 2019. If OCPS believes that the Law Enforcement Agency is in violation of the terms of this Agreement, OCPS shall deliver written notice to the head of the Law Enforcement Agency of the violation(s) and allow the Law Enforcement Agency thirty (30) days to correct any violation. If OCPS does not provide written notice of the violation and provides the Law Enforcement Agency the opportunity to correct said violation(s), OCPS shall not withhold payment. Additionally, if OCPS provides written notice of a violation and the Law Enforcement Agency corrects the violation(s) within the thirty (30) days, OCPS shall not withhold payment. The Law Enforcement Agency will deliver an invoice to OCPS at least forty-five (45) days prior to the agreed upon payment date.
- I. The Law Enforcement Agency shall submit invoices that reference valid OCPS Purchase Order numbers on all requests for payment. Any invoice submitted as a result of this Agreement shall be submitted in an Excel formatted spreadsheet itemized to identify the SRO, assigned school and dates of services provided. Non-SRO services shall be billed on a separate Excel Spreadsheet itemized to identify the non-SRO, assigned school, dates of service and hours on duty. Lump Sum invoices shall not be submitted and will not be accepted for multiple line Purchase Orders.

QUALIFICATIONS OF SROs

- A. Law Enforcement Agencies will assign statutorily qualified individuals to the role of SRO. OCPS will pay for the SRO Basic Certification as funding permits.
- B. If an SRO or non-SRO is absent from campus, for more than a day, the Agency will make reasonable efforts to provide a SRO or non-SRO to temporarily fill the vacancy. OCPS is not responsible for any additional costs for SROs or non-SROs temporarily assigned to the school.
- C. In the event that an SRO leaves or is absent from the SRO Unit for any reason, creating a permanent or long term vacancy, the position will revert to a non-SRO position. The Agency will immediately notify OCPS. The OCPS shall receive a pro-rated rebate of unused funds and compensation will be recalculated from that time forward based upon the hourly rate for non-SROs.

OPTIONAL SERVICES

An SRO or non-SRO's main function on the school campus, as articulated in the Marjory Stoneman Douglas High School Public Safety Act, is to be a uniformed, armed presence on the school campus. If time permits, the SRO or non-SRO may also engage in additional activities while on school campus:

- A. An SRO assigned to a school may, by mutual agreement, teach programs to the students. Any curriculum the SRO teaches should be an approved program or be submitted to the OCPS District Police for approval.
- B. SROs and non-SROs are encouraged to engage in individual and small group discussion with students, faculty and parents about matters related to law enforcement.
- C. SROs and non-SROs are encouraged to make referrals to community agencies offering assistance to juveniles and their families, such as mental health clinics, drug treatment centers, etc. when the officer deems appropriate.
- D. SROs and non-SROs may assist other law enforcement officers in matters relating to the SRO school assignments.
- E. The assigned SROs and non-SROs will be on the premises of the school as a uniformed presence while the OCPS District Police conduct their weapons screening program. The weapons screening is solely the responsibility of OCPS and the SROs and non-SROs will not participate in screening or searching any student, OCPS employee, or any other person as part of OCPS's screening program, unless the officer can articulate reasonable suspicion that the person is armed justifying a pat down or probable cause to search based upon the belief weapons or contraband are illegally possessed. Where staffing levels permit temporary re-assignment of SROs from other schools is permissible. OCPS must provide a minimum of two (2) business days' notice to the Law Enforcement Agency management staff.
- F. If the Law Enforcement Agency cannot temporarily re-assign an SRO or non-SRO to another school for the weapons screening program, OCPS will decide if they want to operate the weapons screening with just the assigned SRO or if they want to request an off-duty officer to be present. This agreement does not guarantee the availability of off-duty officers.

- G. Upon receiving a records request from OCPS and as permitted by law and agency policy, any reports or documentation created in the course of a criminal investigation may be forwarded to the OCPS District Police for appropriate action and dissemination to the affected school as necessary.
- H. SROs and non-SROs shall not be assigned any duties regularly given to school personnel, such as lunchroom or hall duty. The SRO and non-SROs, shall be visible in student populated areas before school, during class change, at lunch, and during dismissal when not involved in other Law Enforcement duties. The SRO and non-SRO shall patrol the perimeter and external portion of the school when the SRO's or non-SRO's schedule permits.

COOPERATION BETWEEN PARTIES

- A. The Law Enforcement Agency may submit a combined agency SRO activity log to OCPS District Police by the 15th day of the following month. This activity log can be combined with any duty log created or already in place by an individual agency, and it may include statistical data of any arrests, Juvenile Release Agreements, At-Large Affidavits, or Juvenile Civil Citations issued on OCPS-owned property taken by the SRO or other law enforcement officer while school is in session.
- B. Law Enforcement Agencies, within statutory and policy guidelines, shall share criminal information (to include specific incidents and trends), potential threats to the school, criminal gang activities, and other issues that could affect the safety of the school environment with the OCPS District Police.
- C. SROs and non-SROs are under the direct supervision and control of the Law Enforcement Agency. They remain employees of the Law Enforcement Agency and are responsible and accountable to the Law Enforcement Agency's chain of command. SROs and non-SROs will coordinate their activities with a single point of contact identified by OCPS.
- D. The SRO and non-SRO will, in a reasonable and practical time frame and within statutory and agency guidelines, communicate any law enforcement action the SRO or non-SRO takes on campus with the principal or his/her designee. The SRO and non-SRO shall make reasonable efforts to inform the principal or his/her designee prior to removing any student from class to conduct custodial interrogations unless there is a threat to school safety that requires immediate action. School administrators will not interfere with criminal investigations involving students. Any student information provided to the SRO, non-SRO, or Law Enforcement Agency by OCPS shall be subject to student privacy laws.
- E. School administration shall advise the SRO or non-SRO, or if the SRO or non-SRO is not available, the Law Enforcement Agency, of any incidents occurring on: school campus, school transportation or involving current or past students which a reasonable person would believe to be criminal activity or which constitutes a potential threat. Said notification shall be made immediately if there is a reasonable concern for the immediate safety of students or personnel, or on the next business day if there is no immediate threat.
- F. Behavior that could be defined as a "petty act of misconduct" under Section 1006.13(c), Florida Statutes, will be discussed by school administration and the SRO or non-SRO to determine if there is an appropriate student discipline remedy in lieu of criminal prosecution. If the parties agree that the offense should be handled by the school, the offense will be handled by OCPS.

Notwithstanding the foregoing, nothing herein shall preclude the Law Enforcement Agency's discretion to conduct a criminal investigation.

- G. If criminal activity is suspected, the primary investigative party will be the Law Enforcement Agency. The status and findings of the investigation, where permitted by Florida law and the law enforcement agency's policy, will be communicated with school administration. A school investigation may be done concurrently, but shall not interfere with law enforcement activities.
- H. SROs and non-SROs are not school disciplinarians. The SRO or non-SRO will not transport suspended or disruptive students unless authorized by their supervisor. The parties shall cooperate in informing the student's parents in the event the student is being transported to another location.
- I. Should it become necessary to conduct formal law enforcement interviews on school grounds with students or staff, the SRO or non-SRO shall abide by applicable State law and the Law Enforcement Agency's policy and procedure. OCPS personnel shall cooperate with those efforts.
- J. Nothing herein shall be construed as imposing a legal duty for school and/or student security upon the Law Enforcement Agency. This Agreement shall not be construed as creating a special relationship between the Law Enforcement Agency and any person or entity.

TERM AND TERMINATION

- A. This Agreement shall be in effect from July 1, 2018, through June 30, 2019.
- B. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. In the event of such a termination, the Law Enforcement Agency shall be paid on a pro rata basis for services rendered to the date of termination. Further, either party may immediately terminate this Agreement for cause upon giving written notice to the other party and a 30-day opportunity to cure any material default.
- C. Neither party may assign this Agreement. However, the Law Enforcement Agency may utilize other agencies to staff non-SRO positions provided that the Law Enforcement Agency has a valid mutual aid agreement with the other agency that allows for such cooperation.
- D. The terms and provisions of this Agreement constitute the entire contract between the parties with respect to the subject matter hereof and shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. No change, alteration, or modification of this Agreement shall be effective unless in writing and signed by both parties hereto.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising hereunder shall be Orange County, Florida.
- F. All concerns and conflicts regarding SROs and OCPS schools will be administered through the Chief - District Police and the appropriate designee from the Law Enforcement Agency unless otherwise prohibited by law or agency policy.
- G. It is understood and agreed to by the parties that at no time shall a law enforcement officer acting pursuant to this Agreement be an employee or agent of OCPS. The law enforcement officer

shall always be and remain an employee of the Law Enforcement Agency when performing their function herein.

- H. The parties agree that they will engage in meaningful, face to face negotiations beginning in January 2019 in preparation for the 2019-2020 school years, with the intent of having a finalized agreement on or about July 1, 2019. Each party will assign personnel to their respective team that have the ability to negotiate on behalf of their organization.
- I. In the event OCPS enters into an agreement with another law enforcement agency, which contains terms more favorable to either party than those contained in this Agreement, the parties hereto agree to amend this Agreement to mirror all terms contained in the more favorable agreement.

MISCELLANEOUS TERMS

- A. The Law Enforcement Agency is responsible for deciding which equipment is best suited for the SRO and non-SRO to successfully complete their duties.
- B. OCPS and the Law Enforcement Agency shall mutually agree on a location at each school where the Agency may install a gun safe provided by the Agency, in an area accessible by the Agency's sworn personnel, to ensure that equipment is kept in a secure manner throughout the day.
- C. OCPS will provide work space for use by SROs or non-SROs in each assigned school.
- D. Pursuant to Section 1006.07(4)(b)(1), Florida Statutes, the Law Enforcement Agency shall conduct active assailant situation training at schools within its jurisdiction.
- E. Pursuant to Section 1006.07(7), Florida Statutes, the Law Enforcement Agency shall assign a sworn law enforcement officer to serve on the threat assessment team at each school within its jurisdiction. The parties agree that these meetings may be conducted electronically, through internet/video links if needed to ensure the efficiency of the process.
- F. OCPS will, in compliance with Section 1006.07(4)(b)4c, Florida Statutes, establish a schedule to test the functionality and coverage capacity of all emergency communication systems and determine if adequate signal strength is available in all areas of the school's campus. OCPS will advise the Agency of the testing schedule and shall make reasonable efforts to correct any deficiencies. Additionally, each school will provide access to a school radio to the SRO.
- G. OCPS will provide the Agency with the radio frequencies utilized by OCPS, and provide assistance to permit law enforcement to monitor those frequencies in an emergency.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the undersigned persons as duly authorized.

CITY OF APOPKA

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA

BY: _____
Michael McKinley, Chief of Police

BY: _____
William E. Sublette, Chairman

Approved as to Form and Legality

BY: _____
Barbara M. Jenkins,
Superintendent

_____ Date: _____
Erin L. DeYoung
General Counsel

This document has been reviewed by the Office of the General Counsel on behalf of The School Board of Orange County, Florida, for its exclusive use and reliance, this _____ day of _____, 2018.

BY: _____
Jared Brooks, Staff Attorney

Approved by City Council on the 15th day of August, 2018.

Apopka Police Department "Exhibit A" 2018-2019 School Year

	School	School #	Level	# of Officers	Amount NTE*
1	Apopka ES	1282	E	1	45,000.00
2	Dream Lake ES	541	E	1	45,000.00
3	Lakeville ES	141	E	1	45,000.00
4	Rock Springs ES	1011	E	1	45,000.00
5	Wolf Lake ES	1751	E	1	45,000.00
6	Apopka MS	282	M	1	45,000.00
7	Wolf Lake MS	1702	M	1	45,000.00
8	Apopka HS	1521	H	2	90,000.00
Total			8	9	405,000.00

No. of Elementary Schools	5
No. of K-8 Schools	0
No. of Middle Schools	2
No. of High Schools	1
No. of ESE Schools	0
Total No. of Schools	8

Apopka Police Department			
"Exhibit B"			
2018-2019 School Year			
	Supervisors	# Officers Supervised	Amount
1	Sergeant	9	\$ 45,000.00
TOTAL			\$ 45,000.00

Apopka Police Department "Exhibit C" 2018-2019 School Year		
	Charter Schools	School #
1	Sheeler High Charter	0084

Backup material for agenda item:

5. Approve the termination of the Red Light Camera Agreement with American Traffic Solutions Inc. Edward Bass



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: August 15, 2018
 FROM: Administration
 EXHIBITS: Third Amendment

SUBJECT: RED LIGHT CAMERA AGREEMENT

REQUEST: TERMINATION OF RED LIGHT CAMERA AGREEMENT

SUMMARY:

During the budget workshop on July 5, 2018, City Council had discussions regarding the direction of the Red Light Camera Agreement with American Traffic Solutions, Inc. (ATS). In accordance with the Third Amendment to the Professional Services Agreement with ATS the City may terminate the agreement at any time at its convenience upon thirty (30) days written notice to contractor without any penalty, fee, charge, liability or further compensation or payment of any kind. The City would need to provide written notice on December 1, 2018, to terminate the Agreement effective December 31, 2018.

If the agreement is terminated there will be a phase-out period to assure that all red light traffic tickets issued through December 31, 2018, are processed and all final invoices are paid to ATS. Staff will coordinate with ATS to establish this phase-out period.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Approve termination of the Red Light Camera Agreement with American Traffic Solutions, Inc. effective December 31, 2018.

DISTRIBUTION

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

**THIRD AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT**

This Third Amendment (the "Third Amendment") is entered into between American Traffic Solutions, Inc. ("ATS"), a Kansas corporation, and the City of Apopka ("Customer" or "City"), a municipal corporation of the state of Florida.

RECITALS

WHEREAS, on March 7, 2007, Customer and ATS entered into a Professional Services Agreement (the "Agreement"), which has been subject to the First Amendment, dated July 19, 2010, and the Second Amendment, effective July 13, 2013;

WHEREAS, Customer and ATS mutually desire to amend certain terms and conditions of the Agreement as set forth below:

TERMS AND CONDITIONS

NOW THEREFORE, Customer and ATS agree to the following:

1. **Recitals.** The Recitals set forth above are incorporated by reference as if set forth fully herein.
2. **Effective Date.** The Effective Date of this Third Amendment is the date of the last countersignature set forth below.
3. **Term Extension.** Section 4 of the Agreement is deleted and replaced, as follows:

The term of the Agreement is extended, beginning on the effective date and ending on December 31, 2022. The Agreement will automatically renew on an annual basis unless terminated by either party with no less than thirty (30) days' notice prior to the expiration date. This Agreement may be terminated by one of the following:

a. Termination:

- i. Termination by Mutual Agreement: Mutual written agreement of the parties;
- ii. Termination for Cause: Either party may terminate for cause if: (a) the other party has breached its obligations under this Agreement; (b) applicable state or federal law is amended to prohibit or substantially restrict the cost neutral operation of automated traffic law enforcement systems, including the system offered by the Contractor; or (c) any court of competent jurisdiction rules that the system, or similar system, violates applicable state or federal law or cannot otherwise be used to enforce notices of violation or citations issued hereunder. The non-offending party must provide thirty (30) days advance written notice of a material breach to the breaching party. The breaching party has thirty (30) days to correct the breach after notification has been sent. A party providing notice of a material breach pursuant to the terms of this sub-section must state the details of the claimed breach with reasonable specificity. By mutual agreement of the parties, the program may be suspended until the breach is corrected or deemed uncorrectable.
- iii. Termination by City for Convenience: After December 31, 2018, the City may terminate this Agreement at any time at its convenience upon thirty (30) days written notice to the Contractor without any penalty, fee, charge, liability or further compensation or payment to the Contractor of any kind. Applicable monthly Camera System Fees for equipment and services charged by the Contractor shall be pro-rated to the date of termination and reflected on Contractor's final invoice to the City. Except for the City's obligation to pay Contractor's applicable monthly Camera System Fee to the date of termination as set forth above, Contractor shall not be entitled to

any other payment or fee as a result of the City's election to terminate hereunder or to recover any other costs or charges Contractor previously incurred or may incur as a result of termination hereunder, including but not limited to engineering costs, installation costs, lost profits, equipment removal costs and restocking charges..

iv. Expiration of Term: Upon the expiration of the term stated above.

- b. On the effective date of termination or expiration, image capture activities shall cease immediately; however, both the Contractor and the Customer accept that all photo-enforcement violations still in process or captured prior to the effective date of termination shall be concluded to their final state, in the same manner and under the same conditions of compensation.
- c. Upon termination of this Agreement, the Contractor shall restore the surface of the City's property to substantially the same condition as such property was in prior to installation. Notwithstanding the foregoing, ATS will not remove any camera pole foundation, which shall be left approximately flush with grade with no exposed bolts or other hazards. Installed underground conduit and other equipment shall not be required to be removed. The Contractor shall use commercially reasonable efforts such that removal and restoration activities occur within forty-five (45) days after the Effective Date of Termination and do not unreasonably interfere with or adversely affect traffic flow.

4. **Monthly Service Fee/Current Camera Upgrade.** Section 1.0 of Schedule 1 to the First Amendment is deleted and replaced, as follows: Customer shall pay ATS a flat monthly service fee of \$4,250, per month, per camera. This flat fee pricing of \$4250 per month, per camera, will apply beginning on the first month immediately following the Effective Date of this Third Amendment.

In addition, ATS will provide the City a construction credit to cover any downtime due to upgrades or installation for the full flat service fee for the entire monthly invoice each January, beginning January 2018. The credit will be in the amount of the flat monthly service fees for each January throughout the entire term, and any extensions, remaining subsequent to the execution of this Third Amendment.

This flat service fee includes—the costs required and associated with camera system installation, on-going field and back-office operations, violation processing services, DMV records access, printing in color of Notice of Violations with mailing (and printing in black and white and delivery of Customer Letter described in Section 7 below) including return envelope, lockbox and epayment processing services, call center support for general program questions and public awareness program support, Uniformed Traffic Citations with mailing (and printing). Certified mailing of the UTC will be charged to Customer at \$4 per piece metered (no return receipt). Sections 2.0 and 3.0 of Schedule 1 of the Agreement, as amended, remain unchanged and the same.

No later than sixty (60) days after implementation of this Third Amendment, ATS and the City will determine the best upgrade path for each site that will include location, technology and timing, and ATS agrees to upgrade Customer's technology (which the parties acknowledge may be repurposed equipment upon agreement of the parties for each of Customer's cameras in operation in its traffic safety system as of the Effective Date of the Third Amendment). ATS agrees to perform the aforementioned upgrade at its own cost. Client understands that some technologies will require permits, approvals, tested and ordered. Prior to any upgrades, by mutual agreement, camera systems may be moved to new locations with upgraded equipment.

Section 2.3.14 is deleted from Exhibit A of the First Amendment.

The replacement language contained in the Second Amendment replacing Section 1.3.3 of Exhibit A from the First Amendment is hereby deleted. Additionally, paragraph 3 of the Second Amendment is hereby modified to only apply to any additional notices the City may want printed and mailed in addition to those already provided to the City under its current

program, unless required by law and mutually agreeable to both parties.

If any camera is inoperable for a period of seventy-two hours or more due to an equipment failure, or any FDOT construction or FDOT changes to the roadway which make the use of the camera not feasible, then the Customer will not be responsible for charges for such camera during the period of inoperability. The Customer will receive a pro-rated bill for the impacted intersections during these times.

5. **Option For Enhanced ATS Video Services.** Section 1.3.15 is added to Exhibit A to the First Amendment, as follows: No later than 90 days after the system upgrades have been completed, ATS agrees to make available to the Customer video system enhancements that permit Customer to perform remote video retrieval, live video viewing, and live video streaming for cameras to a device of the City's choosing (assuming such device supports the ATS Live product enhancement) or to be relayed to the city network as discussed in paragraph 6 of this Third Amendment upon written notice of its desire to implement such enhancements and permissible by law or regulations, and permits are granted.

In such event, ATS shall make the system enhancements available at ATS's expense, except that Customer shall be responsible for the following below, based upon the Video Fee Schedule enclosed as Exhibit A, which are not included in the flat monthly service fee set forth in Section 4 of this Third Amendment:

(i) Each month, ATS shall calculate the usage fees Customer owes for its use of ATS's enhanced video services based on the Video Fee Schedule, and shall provide an itemized listing of such usage fees on its monthly invoice. As more fully described in the Video Solutions Usage Fee schedule in Exhibit A to this Third Amendment, such fees will cover Customer's usage costs for communication (bandwidth), data hosting, and video data retrieval, streaming, storage, and any other usage-based costs for Customer's use of ATS systems as a result of this system enhancement;

(ii) Customer agrees to pay the costs itemized on ATS's invoices;

(iii) Customer acknowledges that any data gathered as part of this system enhancement may be subject to mandatory minimum retentions under Florida's Public Records Act, or may be subject to other legal holds barring destruction for an indefinite period of time; and,

(iv) Customer agrees to pay ATS for the itemized costs included on monthly invoices as a result of this system enhancement for the longer of (a) the period in which Customer elects to continue using this enhanced video service, or, (b) the period in which ATS stores data associated with Customer's election to use ATS's enhanced video services until such data may legally be destroyed.

City agrees to assume responsibility to respond to, and if appropriate defend, at its sole expense, any requests for data or information obtained through any enhanced video service, whether by formal public records request or otherwise. Nothing in this Agreement shall be deemed a waiver of the City's Sovereign Immunity.

Notwithstanding anything else to the contrary in the Agreement, Customer agrees that ATS retains the sole and exclusive ownership rights to all meta-data, business intelligence, or other analytics obtained, gathered, or mined by ATS from the program data, including the video data created through the system enhancement set forth above, and that such information is deemed proprietary and confidential to ATS.

ATS will provide the ATS Live Cameras as a pilot project on the five non-FDOT approaches.

6. **City Access to Poles:** The parties agree that the City shall have the ability to place additional equipment onto any pole provided by ATS. Said equipment may interface with ATS equipment; however, the City shall not alter, delete or edit any data being collected by the traffic enforcement cameras. The City's equipment will also be permitted to gain electricity from the pole erected for ATS equipment at no cost to the City. ATS has sole discretion on approval of placing additional equipment on to any pole provided by ATS if there is a

structural or program integrity, concern of safety, or not allowed by law. The City agrees to indemnify and hold ATS harmless should ATS suffer any loss as a result of the installation of the City equipment on the Camera System polls.

7. **Customer Letter Design and Delivery.** Section 2.2.8 is added to Exhibit A to the First Amendment, as follows: Customer shall deliver to ATS any form letters containing communications to violators that Customer is directing ATS to include with the transmittal of Notices of Violation or Uniform Traffic Citations. Customer acknowledges that it is exclusively responsible for the design and content of such communications and the decision to include such communications with the mailings referenced above. Customer further agrees that ATS has had no involvement in the decision to include such communications or the development of the content in them, and is instead simply following the directives of Customer concerning this matter. ATS agrees that the fee for the printing and mailing associated with the transmittal of two, 8.5 x 11 inch pages, with text only, printed in black and white, double-sided letter as contemplated in this Section is included in the flat monthly service fee set forth in Section 4 of the Third Amendment. Additionally, ATS agrees to mark envelopes with additional wording provided by the Customer indicating that the mailing is from the Police Department at no extra cost to the Customer. If, however, the Customer desires to include additional pages, multiple-page inserts, or pages with color, graphics or other media, Customer agrees to pay for the costs of same, which ATS shall charge to Customer as a pass-through cost. ATS agrees to follow all reasonable instructions of how the City wishes to proceed with mailings within ninety (90) days of the request.
8. **Limited Agency Clarification.** Section 19 of the Agreement is deleted and replaced, as follows:

At various times, red light violators in the state of Florida have alleged that ATS is engaged in the review and determination of violations based on the information captured by cameras used in red light traffic safety systems throughout the state. The parties hereby clarify that at no time has ATS engaged in efforts to review and determine violations of Florida law as part of its review of the information captured by cameras used in Customer's program. Instead, with respect to these efforts, ATS has been engaged as the direct agent of the Customer for the limited purpose of sorting camera information pursuant to the Customer's express written directives concerning such efforts. Customer, through its designated Traffic Infraction Enforcement Officer or other designated law enforcement officer, has at all times retained the unilateral power to decide which violators are cited for a violation of Florida law. ATS has had no say in such matters in the past and will not have a say in such matters going forward.

Except for the limited direct agency relationship set forth above, or as otherwise provided in the Agreement (such as the specific agency designation to pull data pursuant to the Driver Privacy Protection Act), ATS is an independent contractor providing services to the Customer and the employees, agents, and servants of ATS shall in no event be considered to be the employees, agents, or servants of the Customer. Moreover, except for the limited direct agency relationship set forth above, or as otherwise provided in the Agreement, the Agreement does not create an agency relationship between ATS and the Customer.

9. **Adherence to Law.**

ATS will comply with all rules and regulations from the Florida Department of Law Enforcement in its use of DSHMV records. ATS shall require each employee of ATS, or subcontractor of ATS, who has access to DSHMV records to undergo a background check prior to such access. Every employee who has access to DSHMV will be current in CJIS Online Security Awareness Training, as prescribed by FDLE, and follow all rules of FDLE to maintain compliance. The use of DSHMV records by employees of ATS, or designated subcontractor of ATS, will be strictly limited to law enforcement purposes. ATS will be liable for any fines resulting from any breach of FDLE rules perpetrated by employees of ATS or ATS designated subcontract. The City will not assume any liability for any such a breach.

The Florida Public Records Act, Chapter 119, of the Florida Statutes, may apply to records or documents pertaining to this Agreement, and ATS acknowledges that such laws may apply and agrees to comply with all such applicable law. These laws include, that ATS will keep

and maintain public records required by the public agency to perform the photo enforcement service. Upon request from the City, provide the City with a copy of the requested records; will ensure that public records that are exempt or confidential will not be disclosed, and allow the decision to disclose to the City; and upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain those public records required to perform its public record duties. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407)703-1771, police@apopka.net, or 112 East 6th Street, Apopka, Florida 32703) .

10. **ATS Scope of Work Clarification.** Section 1.3.2 of Exhibit A to the First Amendment is deleted and replaced, as follows:

ATS shall act as Customer's direct agent for the limited purpose of making an initial determination of whether, pursuant to the express written directives and control of Customer as set forth in the Business Rules Questionnaire or other similar document, camera information has been requested by Customer for review and determination of a violation by Customer's designated Traffic Infraction Enforcement Officer or other designated law enforcement officer. Unless otherwise changed by the Business Rules Questionnaire or other similar written document, pursuant to Customer's express written directive and control as set forth in the Business Rules Questionnaire or other similar document, Customer directs ATS to forward all captured camera information for further Customer review in categories which state whether the footage meets or does not meet the Customer's written directives as described above.
11. **Preventative Maintenance.** Section 1.2.9 of Exhibit A to the First Amendment is deleted and replaced, as follows: ATS agrees to perform daily remote preventative diagnostics and analytics on Customer's traffic safety system to evaluate system functionality and performance.
12. **Effect of Amendment on Agreement.** Except as expressly amended or modified by the terms of this Third Amendment, or any prior amendments, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Third Amendment and the Agreement or any prior amendment to the Agreement, the terms of this Third Amendment govern.
13. **Sovereign Immunity preserved.** The following sentence will be added to Section 12 of the Agreement: The parties acknowledge that nothing contained within this agreement shall be deemed a waiver of the City's sovereign immunity.
14. **State of Law to Apply.** The parties agree to add the following sentence to paragraph 13 of the Agreement: Any litigation arising out of this Agreement shall be had in the Courts of Orange County, Florida.
15. **Third Parties.** This Agreement is solely for the benefit of the signing parties. No right,

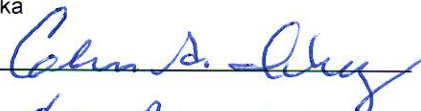
remedy, cause of action or claim shall accrue to the benefit of any third party who is not one of the signing agencies executing this agreement.

16. **Entire Agreement.** The provisions of this Third Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations, of the parties with respect to the subject matter hereof. All representations and promises made by any party to another, whether in writing or orally, concerning the subject matter of this Third Amendment are merged into this Third Amendment.
17. **Counterpart Execution.** This Third Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that the representative signing this Third Amendment on its behalf has all right, authority, and power to bind and commit that party to the terms and conditions of this Third Amendment.
18. **Independent Counsel.** Each party has had the benefit of counsel and the opportunity to seek independent advice and counsel concerning the terms of this Third Amendment. Neither party is relying on the other to provide information concerning the terms of this Third Amendment or its effect on the Agreement. As such, ATS and Customer agree that this Third Amendment is the product of mutual effort and in the event of an ambiguity, it will not be construed more strictly against one party than the other.
19. **Governing Law.** This Third Amendment is governed by the law of Florida, irrespective of choice of law principles.
20. **Notices.** Section 22 of the Agreement is deleted and replaced, as follows: Any notices or demand which under the terms of this Agreement or under any law must or may be given or made by the parties shall be in writing and shall be given or made by Federal Express (or comparable national overnight courier) Overnight Delivery, with a PDF courtesy copy sent via email to the following:

City of Apopka
112 East 6th St.
Apopka, FL 32776
Attn: Chief of Police
Email: police@apopka.net

American Traffic Solutions, Inc.
1150 N. Alma School Rd.
Mesa, AZ 85201
Attn: General Counsel
Email: Rebecca.Collins@atsol.com

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment.

Apopka
By: 
Title: City Administrator
Date: 6/22/17


American Traffic Solutions, Inc.
By: 
Title: SVP, GM SAFETY
Date: 6/22/17

EXHIBIT A

Video Solution Usage Fee

Basic: This data plan includes 60 minutes per camera per month ¹	\$32 fee per camera system per month	5 non-FDOT camera systems	\$160 per month
Premium: This data plan includes up to 120 minutes per camera per month ¹	\$48 fee per camera system per month	5 non-FDOT camera systems	\$240 per month

¹Each camera system's allotted amount of minutes may be shared across all systems. Additional blocks of 30 minutes each will be applied to cover overages at a rate of \$30 per month.

Backup material for agenda item:

1. Resolution 2018-13 - FY17/18 Budget Amendment.



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: Resolution No. 2018-13

MEETING OF: August 15, 2018
 FROM: Finance Department
 EXHIBITS: Exhibit A

SUBJECT: RESOLUTION NO. 2018-13 – AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018

REQUEST: REQUEST COUNCIL ADOPT RESOLUTION NO. 2018-13 TOTALING \$685,704.00

SUMMARY:

On September 27, 2017, by Resolution No. 2017-17, the City Council adopted the final budgets for fiscal year 2017/2018. The City has committed to expenditures and has experienced unanticipated revenues/expenditures through the current fiscal year that need to be reflected in the current budget. Florida Statutes, Section 166.241(4) requires the governing body amend the budget in the same manner as the original budget is adopted.

Exhibit A – This amendment includes changes for the funding and appropriation of the Florida Department of Environmental Protection Recreational Trails Grant and the Department of Justice COPS Grant in the amount of \$685,704.00

FUNDING SOURCE:

FY 2017 - 2018 Budget Amendment for the Grant Fund which will be increased to include the amounts included in Exhibit A.

RECOMMENDATION ACTION:

Adopt Resolution No. 2018-13

DISTRIBUTION

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

RESOLUTION NO. 2018-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018, PROVIDING FOR A BUDGET AMENDMENT

WHEREAS, the City Council of the City of Apopka, Florida, has determined that the Budget for Fiscal Year 2017/2018 should be amended; and

WHEREAS, Florida Statutes, Section 166.241(4) requires the governing body amend the budgets in the same manner as the original budget is adopted; and

WHEREAS, the City Council adopted the final budgets for fiscal year 2017/2018 through resolution on September 27, 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AS FOLLOWS:

SECTION 1: That the Budget for the City of Apopka, Florida, and Fiscal Year 2017/2018 is hereby amended as indicated in Exhibit A – with an amendment totaling \$685,704.00 which are hereby attached and made part of this Resolution by reference thereto.

SECTION 2: Effective Date. This Resolution shall take effect upon final passage and adoption.

ADOPTED THIS 15TH DAY OF August, 2018

CITY OF APOPKA, FLORIDA

BRYAN NELSON, MAYOR

ATTEST:

LINDA F. GOFF, CITY CLERK

**EXHIBIT A
CITY OF APOPKA
BUDGET AMENDMENT
08/15/18**

Date : _____
Prepared by: _____
Approved by: _____
Entry Code: _____

Date Entered: _____
Entered By: _____
Batch #: _____
Posted By: _____

ACCOUNT NUMBER	J/E DESCRIPTION	TO	FROM
001-389-0010	BUDGET AMENDMENT FROM RESERVES		80,000.00
001-9011-581-9150	TRANSFER TO GRANT FUND	80,000.00	
150-381-0010	TRANSFER FROM GENERAL FUND		80,000.00
150-334-7003	STATE GRANT - DEP		120,000.00
150-3613-572-6304	IMPROVEMENTS-RECREATION TRAILS KITLAND	200,000.00	
ESTABLISH FUNDING FOR FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR GRANT AWARDED AND APPROVED BY THE COUNCIL ON AUGUST 16, 2017. IN THE PRIOR YEAR THE INTENT TO FUND THE MATCH WAS FROM VACANT POSITIONS; THEREFORE THIS WILL COME FROM GENERAL FUND RESERVES SINCE THIS DID NOT OCCUR IN FY 2017.			
150-2220-521-1200	REGULAR SALARIES & WAGES - COPS GRANT	239,000.00	
150-2220-521-1225	PROFICIENCY PAY	2,900.00	
150-2220-521-1400	OVERTIME - COPS GRANT	10,000.00	
150-2220-521-1500	INCENTIVE PAY	400.00	
150-2220-521-2100	FICA - COPS GRANT	19,750.00	
150-2220-521-2200	CITY RETIREMENT - COPS GRANT	68,000.00	
150-2220-521-2400	WORKER'S COMPENSATION	600.00	
150-2220-521-2300	LIFE AND HEALTH INSURANCE - COPS GRANT	45,050.00	
150-369-9000	MISCELLANEOUS REVENUE		122,696.00
150-381-0010	TRANSFER FROM GENERAL FUND		20,004.00
150-331-2200	DEPT OF JUSTICE - COPS GRANT		243,000.00
001-389-0010	BUDGET AMENDMENT FROM RESERVES		20,004.00
001-9011-581-9150	TRANSFER TO GRANT FUND	20,004.00	
ESTABLISH FUNDING FOR DEPARTMENT OF JUSTICE COPS GRANT WHICH WAS AWARDED IN FISCAL YEAR 2017 AS A THREE YEAR GRANT. WE ARE CURRENTLY IN YEAR TWO. THERE WAS NO BUDGET ESTABLISHED IN THE CURRENT FISCAL YEAR TO COVER THESE EXPENDITURES.			
TOTAL		685,704.00	685,704.00
COMMENTS: RESOLUTION 2018-13			

Backup material for agenda item:

2. Ordinance No. 2669 - Second Reading - Bear Management Program & Containers Jay Davoll



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: August 15, 2018
 FROM: Public Services
 EXHIBITS: Ordinance No. 2669

SUBJECT: ORDINANCE NO. 2669 – AMENDING MUNICIPAL REFUSE COLLECTION SERVICE

REQUEST: SECOND READING OF ORDINANCE 2669 – AMENDING MUNICIPAL REFUSE COLLECTION SERVICE – ESTABLISHING A BEAR MANAGEMENT AREA AND REFUSE COLLECTION PROCEDURES

SUMMARY:

According to the Florida Fish and Wildlife Conservation Commission (FWC), Apopka borders one of the most abundant black bear populations in the State and rates Orange County as reporting the 7th highest number of human-bear conflicts in 2017. The FWC attributes a large percentage of these conflicts to bears looking for food sources including food in garbage cans, pet food and bird feeders. These human-bear conflicts have been dangerous or fatal to humans and bears and the risk of conflicts increases with a growing City and bear population. In an effort to help reduce the number of human-bear conflicts, Staff consulted with FWC and recommends the changes to the City Code listed in Ordinance 2669, which establishes a Bear Management Area and a bear resistant refuse container program, The Ordinance also restricts the hours refuse containers can be placed at the curb, within the bear management area and where the refuse container is stored unless a bear resistant refuse container is used. It also requires bird feeders and pet food to be kept inaccessible to bears. By enacting these ordinance changes, the City also increases its chances to receive 2018 FWC grant funding for bear resistant refuse containers, two thirds of which will be reserved for municipalities with bear ordinances in place.

DULY ADVERTISED:

August 3, 2018 – Public Notice (Apopka Chief)

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Approve the second reading of Ordinance No. 2669.

DISTRIBUTION

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

ORDINANCE NO. 2669

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING CHAPTER 66 "SOLID WASTE" OF THE CODE OF ORDINANCES OF THE CITY OF APOPKA, BY AMENDING ARTICLE II, DIVISION 1, SECTION 66-36 "DEFINITIONS;" SECTION 66-37 "AUTHORITY OF PUBLIC SERVICES DIRECTOR;" SECTION 66-40 "SPECIAL COLLECTION PROBLEMS;" SECTION 66-65 "PREPARATION OF METERIALS FOR COLLECTION;" SECTION 66-66 "PLACEMENT OF MATERIALS FOR COLLECTION;" SECTION 66-68 "FEE SCHEDULE – RESIDENTIAL;" AND SECTION 66-90 "PREPARATION OF MATERIALS FOR COLLECTION;" AND; PROVIDING DEFINITIONS; PROVIDING FOR APPLICABILITY; PROVIDING FOR A BEAR MANAGEMENT AREA; PROVIDING FOR ENFORCEMENT AND FINES; PROVIDING FOR PENALTIES; PROVIDING FOR CONFLICT, SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section 1 of the Florida Constitution and Chapter 125, Florida Statutes, the City of Apopka is authorized to protect the public health, safety, and welfare of its residents, and has the power and authority to enact regulations for valid government purposes that are not inconsistent with general or special law; and

WHEREAS, according to the Florida Fish and Wildlife Conservation Commission (FWC), black bears have recovered from population declines and are a conservation success story for Florida and the FWC; and

WHEREAS, a consequence of this conservation success is an increase in human-bear conflicts within urban area; and

WHEREAS, black bears are attracted to unsecured refuse at residences and businesses found in bear range areas; and

WHEREAS, the majority of human-bear conflicts within urban areas are associated with unsecured refuse, and some of those conflicts have resulted in injury to humans; and

WHEREAS, in 2017, Orange County reported the seventh highest number of human-bear conflicts in the State; and

WHEREAS, according to the FWC, the City of Apopka borders one of the most abundant black bear populations in the State; and

WHEREAS, the City Council has determined that the incidence of bears entering populated areas of the City of Apopka to forage for food in refuse containers, and from other sources, is increasing and has reached a level that poses a threat to the health, safety, and welfare of the citizens and visitors to the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, as follows:

SECTION I. That Chapter 66, Article II, of the Code of Ordinances is hereby amended in its entirety with the provisions stated below:

ARTICLE II. MUNICIPAL REFUSE COLLECTION SERVICE

Section 66-36. Definitions.

For the purpose of this Article the following terms, phrases, words and their derivatives shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural.

- (a) "Bear Management Area" means an area within the City of Apopka in which there is a high incidence rate of human-bear interactions recorded by the Florida Fish and Wildlife Conservation Commission (FWC), occurring at a level that poses a potential threat to the health, safety, and welfare to the citizens, employees and visitors of the City and is designated as such by the Director.
- (b) "Bear Resistant Household Garbage Container" means a City approved residential household garbage container with a locking mechanism that prevents access to the contents by bears.
- (c) "Secured Structure" means a structure in which refuse is stored in such a manner as to minimize the attraction of bears and to serve as a bear resistant barrier during the interim between refuse discard, collection and disposal. A screened enclosure does not qualify as a secured structure.

Section 66-37. Authority of the Public Services Director.

- (b) A Bear Management Program is hereby established, which provides for a container replacement program to reduce the human-bear interactions, which will be implemented within the City limits of Apopka, applying additional restrictions within the Bear Management Area as designated by the Public Services Director, following consultation with the Florida Fish and Wildlife Conservation Commission (FWC).
- (c) Within the Bear Management Area, responsible parties are required to comply with the following best management practices when the failure to do so creates, or would reasonably be expected to create, a lure or enticement for bears:
 - a. Bird Feeders: Bird and hummingbird feeders are allowed, however, feeders must be suspended on a cable or other device so that they are inaccessible to bears, and the area below the feeders must be kept free from the accumulation of seed debris.
 - b. Pet Food: Pet food or food bowls may not be left out overnight or unattended, unless kept in a secured enclosed kennel with a roof. If possible, pets are to be fed indoors. Pet food must be stored in a secured structure or other means that prevents access by bears. A screened enclosure does not qualify as a secured structure.

Section 66-40. Special Collection Problems.

- (a) ~~Collection from location other than curbside. The Public Services Director or designee shall visit any residence to determine if curbside placement of City approved containers is impossible. A verification by a medical doctor that the resident is unable to physically place the containers may be required.~~ Disabled Service. A resident certifies that all occupants of the residence over the age of 18 are physically incapable of placing the City approved garbage and recycling containers at the curb for collection may request pickup at an alternate location which is agreeable to the resident and the Public Services Director. Verification from a medical doctor must be included with the certification. This service is not available for yard trash or bulky pickups.
- (g) Non-Compliant Pick Up. For any violation of this Chapter regarding any pick up of solid waste or material referenced in this Chapter, including, but not limited to, early placement, mixing garbage with yard trash or recycling, unauthorized accumulation or scattering of solid waste or other material, the Pubic Services Director shall have the authority to assess an administrative charge for the actual cost of labor, vehicles and other materials necessary to properly transport the solid waste or other materials away from the customer’s residential or commercial premises. For any and all successive non-compliant pick-ups during any twelve (12) month period, the Public Services Director, in addition to the administrative charge, shall have the authority to assess an administrative fee, up to and including, one hundred dollars (\$100.00), commensurate with the reasonably estimated other costs associated with addressing the violations.

Section 66-65. Preparation of materials for collection.

- (g) ~~Containers for recyclable materials~~ Recycling. All recyclable material shall be placed in the City approved recycling container furnished by the City to the residential user; if more recyclable storage is needed, the City will provide, at no cost, a sticker with the letter “R” that may be placed on the City approved household trash container identifying its use for recyclable material. Material shall be placed in the designated City approved recycling container with the lid completely closed, and shall not be bagged. Materials placed for recycling shall only include items designated by the City. Mixing of non-designated items, garbage or yard trash with recycling will be subject to refusal by the solid waste collector and may incur costs and fees in accordance with the provisions of Section 66-40(g). The recycling container must be free of garbage, and recyclable items in the recycling container must be sufficiently free of food waste, so it does not attract bears.

Section 66-66. Placement of materials for collection.

- (b) Additional Restrictions within Bear Management Areas. Garbage containers containing household garbage must be maintained in a secured structure, inaccessible to bears, such as a garage or bear proof enclosure. The containers must be placed at the curb or the point designated by the Public Services Director for collection, no earlier than 5:00 a.m. and not later than 7:00 a.m. on collection day. As an alternative, residents may use a City approved bear resistant household garbage container in place of the standard garbage container, in which case the additional restrictions in this Section may be avoided.

Section 66-68. Fee Schedule - Residential.

- (i) Disable Service. No additional charges, if the requirements of Section 66-40(a) are satisfied.

Section 66-90. Preparation of materials for collection.

- (h) Additional Restrictions within Bear Management Areas. Commercial garbage collection customers which are located within designated Bear Management Areas are required to report any incidence of a bear accessing or attempting to access refuse containers on the customer’s property to the City of Apopka Public Services Department within 48 hours.

SECTION II. Public Employees

That no provision of this chapter designating the duties of any City officer or employee shall be so construed as to make such officer or employee liable for any fine or penalty for failure to perform such duty.

SECTION III. Penalty:

Violations of this Ordinance shall be prosecuted in the manner provided by general law and the Apopka Code of Ordinances.

SECTION IV. Conflicts:

All ordinances and resolutions, or parts of ordinances and resolutions in conflict herewith are hereby repealed.

SECTION V. Severability:

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. Effective Date:

This ordinance shall become effective immediately upon adoption.

FIRST READING: _____

SECOND READING
and ADOPTION: _____

Bryan Nelson, Mayor

ATTEST:

Linda F. Goff, City Clerk

DULY ADVERTISED FOR PUBLIC HEARING: _____