



AGENDA

APOPKA CITY COUNCIL MEETING @ 7:00 PM City Hall Council Chamber 120 East Main Street – Apopka, Florida 32703 October 21, 2015

INVOCATION

Joseph Richardson of the Central Florida Freethought Community

PLEDGE OF ALLEGIANCE

If you wish to appear before the City Council, please submit a Notice of Intent to Speak card to the City Clerk.

PRESENTATIONS

1. AMMS student presenting his proposed Eagle Scout Project: 9/11 Memorial. Christian Lamphere
2. Week of the Family Proclamation - Presented to Lynn Whitcomb, Orange County Week of the Family. Mayor Joe Kilsheimer

CONSENT AGENDA

1. Approve the minutes from a regular City Council meeting held on October 7, 2015, at 1:30 p.m.
2. Approve the Disbursement Report for the month of September, 2015.
3. Authorize issuance of a Vehicle-For-Hire Permit, to be valid for one year, to Extreme Limousine, Inc., owned by Cortland and Amy Decker, to operate a limousine service.

4. Authorize the Mayor or his designee to execute the Sewer and Water Capacity Agreement for Hilltop Reserve, Phase 2, fka Marden Village, Phase 1, or Marden Road Subdivision.
5. Authorize the Community Development Director to issue a Closure and Post Closure Care Renewal Permit to Keene Road Landfill, Inc., a subsidiary of Waste Management, Inc., for Keene Road Landfill retroactive to October 6, 2015, and subject to the twenty-one (21) conditions included in the permit.
6. Accept a property donation from the St. Johns River Water Management District (SJRWMD).
7. Approval of Theresa Mott as the MetroPlan Orlando, Community Advisory Committee member.
8. Authorize the Mayor or his designee to execute the VFW Management Agreement for the City Community Center.
9. Authorize the purchase of an integrated financial and operational software system, including a multi-year maintenance and support agreement and authorize the mayor or designee to execute the contract and issue a purchase order to Edmunds & Associates, Inc. in the amount of \$184,874.50.

LEGISLATIVE: ORDINANCES AND RESOLUTIONS

1. ORDINANCE NO. 2445 - SECOND READING & ADOPTION Glenn A. Irby
Amending the Code of Ordinances of the City of Apopka, Chapter 63, "Retirement Systems," Article IV, "Police Officers' Retirement System," Section 63-105, "Contributions", and Section 63-106, "Benefit Amounts and Eligibility."
2. ORDINANCE NO. 2451 - SECOND READING & ADOPTION Glenn A. Irby
Amending the Code of Ordinances of the City of Apopka, Chapter 63, "Retirement Systems," Article III, "Firefighters' Retirement System," Section 63-65, "Contributions", and Section 63-66, "Benefit Amounts and Eligibility."
3. ORDINANCE NO. 2453 - SECOND READING & ADOPTION Ray Marsh
Amending Chapter 22 "Buildings and Building Regulations," Apopka Code of Ordinances, Section 22-37 "Amendments", adopting the current version of the Building Officials Association of Florida Model Administrative Code.
4. ORDINANCE NO. 2454 – SECOND READING & ADOPTION David Moon
CODE OF ORDINANCES - Amending certain sections of Chapter 6, "Alcoholic Beverages" to provide for restrictions on possession or consumption in public places and/or on City parks or on City-owned property; providing for restrictions on consumption in vehicles; providing for location of sales

on City-owned property; providing for possession in parking areas and lots.

5. ORDINANCE NO. 2455 - SECOND READING & ADOPTION Amendment to Chapter 38 "Emergency Service" Article III for the Public Safety Radio Amplification System. Randall Fernandez

6. ORDINANCE NO. 2456 - SECOND READING & ADOPTION Amending the Code of Ordinances of the City of Apopka, Chapter 30, "Cemeteries", by repealing the entire chapter in its entirety and adopting a new Chapter 30, "Cemeteries". Linda Goff

QUASI-JUDICIAL: ORDINANCES AND SITE APPROVALS

1. SUBDIVISION REPLAT COOPER PALMS COMMERCE PARK REPLAT LOTS 7 & 9 Property Industrial Enterprises, Inc., c/o Michael Cooper, located south of 1st Street, north of 3rd Street, east of South Bradshaw Road, and west of S. Hawthorne Avenue David Moon

2. FINAL DEVELOPMENT PLAN (MINOR) PLYMOUTH SOUTH POWER SUBSTATION Duke Energy Florida, LLC, c/o Poulos & Bennett, LLC, for property located at 620 Superior Commerce Boulevard. (Parcel ID #: 06-21-28-8468-04-002) David Moon

MAYOR'S REPORT

OLD BUSINESS

- 1. COUNCIL
- 2. PUBLIC

NEW BUSINESS

- 1. COUNCIL
- 2. PUBLIC

ADJOURNMENT

All interested parties may appear and be heard with respect to this agenda. Please be advised that, under state law, if you decide to appeal any decision made by the City Council with respect to any matter considered at this meeting or hearing, you will need a record of the proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made, which record includes a testimony and evidence upon which the appeal is to be based. The City of Apopka does not provide a verbatim record.

In accordance with the American with Disabilities Act (ADA), persons with disabilities needing a special accommodation to participate in any of these proceedings should contact the City Clerk's Office at 120 East Main Street, Apopka, FL 32703, telephone (407) 703-1704, no less than 48 hours prior to the proceeding.

Backup material for agenda item:

1. Approve the minutes from a regular City Council meeting held on October 7, 2015, at 1:30 p.m.

CITY OF APOPKA

Minutes of the regular City Council meeting held on October 7, 2015, at 1:30 p.m., in the City of Apopka Council Chambers.

PRESENT: Mayor Joe Kilsheimer
Commissioner Bill Arrowsmith
Commissioner Billie Dean
Commissioner Diane Velazquez
Commissioner Sam Ruth
City Attorney Kalanit Oded
City Administrator Glenn Irby

PRESS PRESENT: John Peery - The Apopka Chief
Bethany Rodgers, Orlando Sentinel
Channel 2 News

INVOCATION – Commissioner Ruth introduced Ken Ebersole of Grace Pointe Church who gave the invocation.

PLEDGE OF ALLEGIANCE – Mayor Kilsheimer said on October 2, 1967, Thurgood Marshall was sworn in as the first African-American Justice of the United States Supreme Court. Prior to his appointment, Thurgood Marshall served as the NAACP’s chief counsel from 1938 to 1961, during which time he played a pivotal role in registering African-American voters throughout the south and in Central Florida. As the NAACP special counsel, Mr. Marshall served as the lead counsel for the defendants in the notorious Groveland Four case. He also successfully argued the Brown vs. Topeka Board of Education case in 1954 which ended segregation in public education. This victory gave strength to the Civil Rights Movement, eventually leading to the desegregation of public facilities and accommodations. He asked everyone to remember those men and women who, like Thurgood Marshall, dedicated their lives to the Civil Rights Movement as he led in the Pledge of Allegiance.

EMPLOYEE RECOGNITION

1. David Moon – Community Development – Five Year Service Award - David began working for the City on September 1, 2010, as the Planning Manager for Community Development, which is his current position. The City Council joined Mayor Kilsheimer in congratulating David on his years of service to the City.
2. Ashley Eller – Police Department/Field Services – Five Year Service Award - Ashley started working for the City on September 20, 2010, as a Police Officer in Field Services, which is her current position. Ashley was not present and will be presented her award another time.
3. Rodney Brewer – Recreation/Athletics – Five Year Service Award - Rodney began working for the City on September 21, 2010, as the Sports Tournament Recruitment Specialist for Athletics, which is his current position. The City Council joined Mayor Kilsheimer in congratulating Rodney on his years of service to the City.
4. Lance Bruce – Police Department/Field Services – Fifteen Year Service Award - Lance started with the City on September 2, 2000, as a Police Officer for Field Services, which is

his current position. Lance was not present and will be presented his award another time.

5. Charles “Mike” Cheatham – Police Department/Field Services – Fifteen Year Service Award - Mike began with the City on September 5, 2000, as a Police Officer. On July 13, 2010, Mike was promoted to Police Sergeant for Field Services, which is his current position. Mike was not present and will be presented his award another time.
6. Hommy Velez-Perez – Police Department/Field Services – Fifteen Year Service Award - Hommy started with the City on September 5, 2000, as a Police Officer, which is his current position. The City Council joined Mayor Kilsheimer in congratulating Hommy on his years of service to the City.
7. Ronald Whetstone – Fire Department/Suppression – Fifteen Year Service Award - Ron began working for the City on September 19, 2000, as a Fire Fighter First Class, which is his current position. Ronald was not present and will be presented his award another time.
8. Brian Bishop – Public Services/Utility Construction & Maintenance – Fifteen Year Service Award – Brian started working for the City on September 25, 2000, as a Utility Service Worker II for Water Distribution Maintenance. Brian was reclassified to Utility Foreman on October 6, 2002. On May 15, 2006, Brian was promoted to Utility Construction & Maintenance Manager, which is his current position. The City Council joined Mayor Kilsheimer in congratulating Brian on his years of service to the City.

PRESENTATIONS

1. The Orange County Property Appraiser to discuss increasing property values.

Rick Singh gave a Power Point presentation on increasing property values and property values in the City of Apopka. A copy of his presentation is on file in the Clerk’s office. He reported the City of Apopka has been a significant contributor to the Orange County tax roll and in the last year has had a 14.2% increase in market value from the last tax roll.

2. Walk to School Day Proclamation – Mayor Kilsheimer read the proclamation for Walk to School Day for Rock Springs Elementary, Lovell Elementary, and Apopka Elementary. He then presented it to Brian Burns, Principal of Rock Springs Elementary.

CONSENT AGENDA

1. Approve the minutes from the workshop City Council meeting held on August 26, 2015, at 1:30 p.m.
2. Approve the minutes from the special City Council meeting held on August 26, 2015, at 4:20 p.m.
3. Approve the minutes from a special City Council meeting held on September 9, 2015, at 7:00 p.m.
4. Approve the minutes from the regular City Council meeting held on September 16, 2015, at 7:00 p.m.
5. Approve the minutes from a special City Council Budget Hearing meeting held on September 23, 2015, at 7:00 p.m.

6. Approve the minutes from a special City Council meeting held on September 23, 2015, immediately following the Budget Hearing.
7. Authorize issuance of a Peddlers Permit, to be valid for one year, to Byron Tobias, of Edward Jones & Co., to provide financial advisory services door-to-door within the City of Apopka.
8. Authorize the Mayor or his designee to execute the Facility Agreement for the AHA Players to use the Community Center and Fran Carlton Building.
9. Authorize the Mayor or his designee to execute the VFW Lease agreement for the City Community Center.
10. Authorize the purchase, in the amount of \$325,920.00, of seven ambulance stretchers and the power load restraint system.
11. Authorize the disposal of surplus equipment/property and removal of property assets from the city asset list.
12. Authorize the Mayor or his designee to execute the Motorola System upgrade agreements along with associated annual maintenance agreement.
13. Authorize \$12,500.00 expenditure from law enforcement trust funds for investigative drug buys and undercover operations.
14. Authorize the presentation of a service weapon to retiring police Sergeant Robert Allen.

Commissioner Velazquez requested Item #9 be pulled from the Consent Agenda.

Glenn Irby, City Administrator, reported staff has negotiated a contract with the VFW, subject to Council's approval. He advised the only thing lacking at this time is proof of liability insurance due to alcohol sales. He recommended tabling this item at this time.

MOTION by Commissioner Velazquez and seconded by Commissioner Ruth to table Item #9 to the next Council meeting. Motion carried unanimously with Mayor Kilsheimer and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

MOTION by Commissioner Ruth, and seconded by Commissioner Velazquez to approve the remaining 13 items on the Consent Agenda. Motion carried unanimously with Mayor Kilsheimer and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

DEPARTMENT REPORTS, BIDS, GRANTS, AND AGREEMENTS

1. Acceptance of the Grant Award for Police Body Worn Camera Program and request to match funds.

Mr. Irby advised the Police Department applied for a grant in 2014 from Homeland Security for body cameras. We were awarded \$43,000 with a match requirement of \$43,000. Staff recommends approval with matching funds.

Suzanne Kidd spoke congratulating the Police Department for applying for and receiving this grant. She recommended a policy be developed, if there was not one in place, to which Chief McKinley advised there is a body camera policy and it was submitted with the grant.

MOTION by Commissioner Arrowsmith, and seconded by Commissioner Dean to accept the grant and approve the matching funds. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

2. Acceptance of the Grant Award for (8) Lifepak ALS Monitor/Defibrillators and request to match funds.

Mr. Irby reported this grant was submitted and 8 ALS monitor/defibrillators were approved in the amount of \$254,546 with a match of 10%, which is \$25,454. Staff recommends approval.

MOTION by Commissioner Velazquez, and seconded by Commissioner Ruth to approve accepting the grant and approve matching funds. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

LEGISLATIVE: ORDINANCES AND RESOLUTIONS

1. ORDINANCE NO. 2550 - SECOND READING & ADOPTION - Monthly residential sanitation rate increase of \$1, in order to acquire a new fully automated truck every two years. The City Clerk read the title as follows:

ORDINANCE NO. 2550

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING CHAPTER 66, "SOLID WASTE," ARTICLE II, "MUNICIPAL REFUSE COLLECTION SERVICE," DIVISION 2, "RESIDENTIAL ESTABLISHMENTS," SECTION 66-68. "FEE SCHEDULE – RESIDENTIAL"; PROVIDING FOR DIRECTIONS TO THE CITY CLERK; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

MOTION by Commissioner Arrowsmith and seconded by Commissioner Velazquez to adopt Ordinance No. 2550. Motion carried by a 4-1 vote with Mayor Kilsheimer, and Commissioners Arrowsmith, Velazquez, and Ruth voting aye and Commissioner Dean voting nay.

2. ORDINANCE NO. 2445 - FIRST READING - Amending the Code of Ordinances of the City of Apopka, Chapter 63, "Retirement Systems," Article IV, "Police Officers' Retirement System," Section 63-105, "Contributions", and Section 63-106, "Benefit Amounts and Eligibility." The City Clerk read the title as follows:

ORDINANCE NO. 2445

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING CHAPTER 63, "RETIREMENT SYSTEMS", ARTICLE IV, "POLICE OFFICERS' RETIREMENT SYSTEM," SECTION 63-105, "CONTRIBUTIONS," AND SECTION 63-106, "BENEFIT AMOUNTS AND ELIGIBILITY," PROVIDING FOR DIRECTIONS TO THE CITY CLERK, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Mr. Irby said the Police and Fire Departments both wish to amend their current retirement system. The Police Department would like to amend their multiplier from 3.6% currently for the first ten years of service and 4% thereafter. They will be using funds in the plan that have been set aside for several years which is paid by the state directly to the City for enhancement of benefits. These funds are designated parked funds, and they will be applied to the cost to increase this multiplier and also the plan members have agreed to increase their member contribution from 7% per payroll to 9%. This reduces the amount of funds the city would have to make up and per the actuary evaluation there is no cost to the city. The plan members were polled being provided three options and voted unanimously to accept this proposal.

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

MOTION by Commissioner Velazquez, and seconded by Commissioner Ruth to approve Ordinance No. 2445 at First Reading and carry it over for a Second Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

3. ORDINANCE NO. 2451 - FIRST READING - Amending the Code of Ordinances of the City of Apopka, Chapter 63, "Retirement Systems," Article III, "Firefighters' Retirement System," Section 63-65, "Contributions", and Section 63-66, "Benefit Amounts and Eligibility." The City Clerk read the title as follows:

ORDINANCE NO. 2451

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF APOPKA, CHAPTER 63, "RETIREMENT SYSTEMS," ARTICLE III, "FIREFIGHTERS' RETIREMENT SYSTEM," SECTION 63-65, "CONTRIBUTIONS," AND SECTION 63-66, "BENEFIT AMOUNTS AND ELIGIBILITY," PROVIDING FOR DIRECTIONS TO THE CITY CLERK, FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Kilsheimer said this is the same with the plan members voting overwhelmingly in support.

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

MOTION by Commissioner Arrowsmith, and seconded by Commissioner Dean to approve Ordinance No. 2451 at First Reading and carry it over for a Second Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

4. ORDINANCE NO. 2453 - FIRST READING - Amending Chapter 22 "Buildings and Building Regulations," Apopka Code of Ordinances, Section 22-37, "Amendments. The City Clerk read the title as follows:

ORDINANCE NO. 2453

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING CHAPTER 22, "BUILDINGS AND BUILDING REGULATIONS," ARTICLE II, "BUILDING CODE," SECTION 22-37, "AMENDMENTS" OF THE CITY OF APOPKA CODE OF ORDINANCES, IN COMPLIANCE WITH CHAPTER 553, F.S.; PROVIDING FOR ADMINISTRATIVE AND TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE; PROVIDING FOR DIRECTIONS TO THE CITY CLERK; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Ray Marsh, Building Official, said this is the amendment section for Chapter 1 of the Florida Building Codes so that the City can be consistent with the state standard. He advised this is consistent throughout Central Florida and all jurisdictions adopt this.

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

MOTION by Commissioner Ruth, and seconded by Commissioner Velazquez to approve Ordinance No. 2453 at First Reading and carry it over for a Second Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

5. ORDINANCE NO. 2454 – FIRST READING - CODE OF ORDINANCES - Amending certain sections of Chapter 6, "Alcoholic Beverages" to provide for restrictions on possession or consumption in public places and/or on City parks or on City-owned property; providing for restrictions on consumption in vehicles; providing for location of sales on City-owned property; providing for possession in parking areas and lots. The City Clerk read the title as follows:

ORDINANCE NO. 2454

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA; AMENDING CERTAIN SECTIONS OF CHAPTER 6, "ALCOHOLIC BEVERAGES" OF THE CODE OF ORDINANCES OF THE CITY OF APOPKA; PROVIDING FOR RESTRICTIONS ON POSSESSION OR

CONSUMPTION IN PUBLIC PLACES AND/OR ON CITY PARKS OR ON CITY-OWNED PROPERTY; PROVIDING FOR RESTRICTIONS ON CONSUMPTION IN VEHICLES; PROVIDING FOR LOCATION OF SALES ON CITY-OWNED PROEPRTY; PROVIDING FOR POSSESSION IN PARKING AREAS AND LOTS; AND PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

David Moon, Planning Manager, said as the City has grown over the years, there have been an increasing number of nonprofit community organizations and for profit businesses that use City properties for special events or business activities and with these activities have requested to serve or sell alcohol beverages. Because of that increase in activity, staff and the City Attorney's office have reviewed our alcoholic beverage ordinance and are recommending changes regarding the location of the sales. He advised there was one minor scrivener's error under Section 6-7821, the word "property" needs to be added after the verbiage "city owned".

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

MOTION by Commissioner Velazquez, and seconded by Commissioner Dean to approve Ordinance No. 2454 at First Reading and carry it over for a Second Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

6. ORDINANCE NO. 2455 - FIRST READING - Amendment to Chapter 38 "Emergency Service" Article III for the Public Safety Radio Amplification System. The City Clerk read the title as follows:

ORDINANCE NO. 2455

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING CHAPTER 38, "EMERGENCY SERVICES," ARTICLE III, "PUBLIC SAFETY 800 MHZ RADIO AMPLIFICATION SYSTEM," BY AMENDING THE TITLE; BY AMENDING THE FOLLOWING SECTIONS: SECTION 38-46 "PUBLIC SAFETY 800 MHZ RADIO COVERAGE REQUIREMENT"; SECTION 38-47 "AMPLIFICATION SYSTEMS ALLOWED"; SECTION 38-48 "ACCEPTANCE TEST PROCEDURE"; SECTION 38-49 "ANNUAL TEST PROCEDURE"; SECTION 38-50 "TEST RECORDS AND TECHNICAL DOCUMENTATION"; SECTION 38-53 "FEES"; SECTION 38-54 "PENALTIES"; PROVIDING FOR DIRECTION TO THE CITY CLERK, FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

Captain Fernandez said this was accommodating our system as it has changed, clarifying the language, testing, and how acceptance would be put in place. He advised this ordinance

was originally done in 2007 and it allows public safety to have good communication within a building.

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

MOTION by Commissioner Arrowsmith, and seconded by Commissioner Velazquez to approve Ordinance No. 2455 at First Reading and carry it over for a Second Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

7. ORDINANCE NO. 2456 - FIRST READING - Amending the Code of Ordinances of the City of Apopka, Chapter 30, "Cemeteries", by repealing the entire chapter in its entirety and adopting a new Chapter 30, "Cemeteries". The City Clerk read the title as follows:

ORDINANCE NO. 2456

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING THE APOPKA CODE OF ORDINANCES, CHAPTER 30 - CEMETERIES, IN ITS ENTIRETY, PROVIDING FOR REPEAL OF EXISTING CEMETERY REGULATIONS; PROVIDING FOR SEVERABILITY; CONFLICTS, AND AN EFFECTIVE DATE.

Linda Goff, City Clerk, advised Chapter 30 in the Code of Ordinances only addressed the need for a burial permit, sell of lots, including an occasional increase of fees. Council has never adopted an ordinance that addresses the full cemetery operations, policy and procedures, and rules and regulations. The last rules and regulations were adopted by Council in 1985 and are very minimal. This ordinance will allow for the enforcement of the rules and regulations for the cemetery.

Mayor Kilsheimer opened the meeting to a public hearing.

Tenita Reid said for the most part she agrees with the content, but said this was a very sensitive issue for those who have loved ones buried in the cemetery. She stated we did not need to limit flowers.

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

Mayor Kilsheimer said the ordinance is drafted in order to give staff the authority to work and address situations that become too extreme. He stated staff understands and are sensitive to the families involved and will act appropriately.

MOTION by Commissioner Arrowsmith, and seconded by Commissioner Velazquez to approve Ordinance No. 2445 at First Reading and carry it over for a Second Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

8. Resolution NO. 2015-23 authorizing the Mayor or his designee Jay Davoll to execute the new FDOT Contract, and authorizing the city to provide right-of-way maintenance on US 441 AND SR 436. The City Clerk read the title as follows:

RESOLUTION NO. 2015-23

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF APOPKA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF STATE ROAD RIGHTS-OF-WAY BY THE CITY ON STATE ROAD 500 FROM BENBOW COURT TO ORANGE AVENUE IN PLYMOUTH, AND STATE ROAD 436 FROM STATE ROAD 500 EAST TO THE SEMINOLE COUNTY LINE; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Irby said these were gateways to the City and the City would prefer to maintain these areas.

MOTION by Commissioner Ruth and seconded by Commissioner Velazquez to approve Resolution No. 2015-23. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

QUASI-JUDICIAL: ORDINANCES AND SITE APPROVALS

1. ORDINANCE NO. 2452 – SECOND READING & ADOPTION CHANGE OF ZONING – Cantero Holdings, LLC, from AG (Agriculture) to AG-E (Agriculture Estates) for property located east of Golden Gem Road, north of Ponkan Road. (Parcel ID #: 24-20-27-0000-00-097; 24-20-27-0000-00-098; 24-20-27-0000-00-100; 24-20-27-0000-00-101; 24-20-27-0000-00-102; 24-20-27-0000-00-103; 24-20-27-0000-00-104; 24-20-27-0000-00-105) The Clerk read the title as follows:

ORDINANCE NO. 2452

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM AG (AGRICULTURE) TO AG-E (AGRICULTURE ESTATES) FOR CERTAIN REAL PROPERTY GENERALLY LOCATED EAST OF GOLDEN GEM ROAD, NORTH OF PONKAN ROAD, COMPRISING 81.39 ACRES MORE OR LESS, AND OWNED BY CANTERO HOLDINGS, LLC; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Mayor Kilsheimer announced this was a quasi-judicial hearing and witnesses were sworn in.

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

MOTION by Commissioner Ruth, and seconded by Commissioner Velazquez to adopt Ordinance No. 2452. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Dean voting aye.

ITEMS NOT REQUIRING COUNCIL ACTION

1. Public Services (Solid Waste Division) - Resident commendation letter on garbage pickup service. - Mayor Kilsheimer advised the City received a complimentary letter regarding sanitation workers.

MAYOR'S REPORT – Mayor Kilsheimer reported he received a letter from the Central Florida Free thought Society requesting to give the invocation. He advised they will be invited to give the invocation at the next Council meeting.

City Attorney Oded said there was a Supreme Court case decided wherein a small town in upstate New York was sued where part of the problem was only representatives of Christian denominations gave invocations at City Council meetings. The Supreme Court ruled it was fine to have invocations, but you cannot be selective and should be opened to all expressions of religious thought.

OLD BUSINESS

1. COUNCIL

Commissioner Arrowsmith inquired about the traffic light at Lester and Plymouth Sorrento Roads.

Mayor Kilsheimer advised the city needs to acquire right-of-way parcels in this area, which they are currently in negotiations for same.

Discussion ensued regarding alignment of the intersection, as well as various options available for obtaining rights-of-ways.

2. PUBLIC

Tenita Reid expressed concern regarding the Town Center proposal and moving of Highland Manor.

Mayor Kilsheimer advised the City is still waiting on a development agreement and there are no specifics at this time. He advised there was no certainty regarding the moving of Highland Manor and this was still under discussion. Commissioner Arrowsmith added that the tree in that location should be protected and added in the development agreement.

NEW BUSINESS

1. COUNCIL

- a. Proposed workshop on the implementation of a National League of Cities Program.

Mr. Irby advised he had been approached by a representative of the National League of Cities regarding an insurance program on utility lines. This insurance is for the citizens, but the City will need to embrace the idea. He explained the citizens can purchase a policy that will cover the line coming from the water meter to the house and insurance on the entire sewer lateral from inside the house to the main, as well as whole house plumbing insurance. He stated this insurance is very affordable. The National League of Cities has requested to appear before the City Council in a workshop setting to discuss this idea.

Linda Laurendeau inquired if this was going to be offered to all people who receive Apopka water, or only the citizens.

Mr. Irby advised anyone who is attached to the city system.

- b. Pre-Agenda workshop

Mr. Irby said it has been expressed that some Commissioners would like to hold pre-meeting workshops. He advised there is an issue on a meeting time with the first meeting of the month.

Following discussion, it was the consensus of the City Council to hold pre-meeting workshops on an as need basis.

2. PUBLIC - There was no new business public.

ADJOURNMENT – There being no further business the meeting adjourned at 3:03 p.m.

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda F. Goff, City Clerk

Backup material for agenda item:

2. Approve the Disbursement Report for the month of September, 2015.

CITY OF AOPKA
Disbursements Report

By Account Number, Paid 9/01/15 thru 9/30/15

Date	Reference	P. O.	Project	Vendor	Check	Paid	Account Number	Amount
8/18/15	143315	126360		PETROLEUM TRADERS CORP.	168591	9/04/15	001-141.1200	7,539.14
8/07/15	143103	126186		PETROLEUM TRADERS CORP.	168682	9/11/15	001-141.1200	13,222.94
9/01/15	143529	126519		PETROLEUM TRADERS CORP.	168905	9/24/15	001-141.1200	14,072.11
Subtotal for 001-141.1200								34,834.19
8/19/15	143367	126402		LAKE AOPKA NATURAL GAS DISTRICT	168894	9/24/15	001-141.1201	2,500.76
Subtotal for 001-141.1201								2,500.76
9/14/15	143688			U.S. POSTAL SERVICE/ACCT.36070175	168827	9/17/15	001-141.1300	2,000.00
Subtotal for 001-141.1300								2,000.00
6/30/15	142423	125699		AMSOIL INC./ACCOUNTS RECEIVABLE	168636	9/11/15	001-141.1400	2,440.63
8/06/15	143072	126162		TPH ACQUISITION LLLP	168701	9/11/15	001-141.1400	1,017.94
6/16/15	142199	125503		AMSOIL INC./ACCOUNTS RECEIVABLE	168636	9/11/15	001-141.1400	1,288.38
8/06/15	143074	126164		PRIDE ENTERPRISES	168685	9/11/15	001-141.1400	1,647.12
7/29/15	142921	126054		MILLIKAN BATTERY & ELECTRIC	168675	9/11/15	001-141.1400	1,042.00
8/13/15	143207	126280		ACTION GATOR TIRE	168717	9/17/15	001-141.1400	2,201.09
3/09/15	140081	123875		PRIDE ENTERPRISES	168796	9/17/15	001-141.1400	1,305.69
8/26/15	143478	126487		TESSCO INCORPORATED	168824	9/17/15	001-141.1400	609.60
9/14/15	143686	126613		PRIDE ENTERPRISES	168796	9/17/15	001-141.1400	2,089.65
9/11/15	143647	126582		ACTION GATOR TIRE	168836	9/24/15	001-141.1400	2,423.05
9/14/15	143687	126614		PRIDE ENTERPRISES	168907	9/24/15	001-141.1400	2,086.88
Subtotal for 001-141.1400								18,152.03
9/22/15	143782	126671		TRAVELERS	168928	9/24/15	001-155.0001	5,889.00
Subtotal for 001-155.0001								5,889.00
9/11/15	143654	126588		PREFERRED GOVERNMENTAL INS. TRU	168795	9/17/15	001-155.0002	11,646.86
Subtotal for 001-155.0002								11,646.86
9/10/15	143627	126567		SCHILLING, JESSICA	168916	9/24/15	001-155.0004	1,000.00
9/10/15	143629	126568		CUMMINGS, HAROLD	168865	9/24/15	001-155.0004	608.23
Subtotal for 001-155.0004								1,608.23
9/01/15	143528	126518		MCKESSON MEDICAL-SURGICAL INC	168673	9/11/15	001-155.0006	341.73
9/01/15	143534	126524		CARE HERE	168646	9/11/15	001-155.0006	8,556.00
9/01/15	143544	126531		CARE HERE	168646	9/11/15	001-155.0006	41,967.90
9/17/15	143756	126658		MCKESSON MEDICAL-SURGICAL INC	168896	9/24/15	001-155.0006	1,203.63
9/21/15	143769	126665		CARE HERE	168855	9/24/15	001-155.0006	35,011.82
9/24/15	143810			CENTURYLINK	168857	9/24/15	001-155.0006	353.15
Subtotal for 001-155.0006								87,434.23
9/03/15	143558			UNITED WAY-HEART OF FLORIDA	168619	9/04/15	001-218.1650	33.50
Subtotal for 001-218.1650								33.50
9/03/15	143555			STEPHENS, MARTI	168606	9/04/15	001-218.1750	98.08
9/09/15	143600			STEPHENS, MARTI	168698	9/11/15	001-218.1750	98.08
9/17/15	143736			STEPHENS, MARTI	168818	9/17/15	001-218.1750	98.08
9/24/15	143809			STEPHENS, MARTI	168921	9/24/15	001-218.1750	98.08
Subtotal for 001-218.1750								392.32
9/03/15	143556			ECMC	168549	9/04/15	001-218.1760	118.63
9/10/15	143631			ECMC	168662	9/11/15	001-218.1760	118.63
9/17/15	143734			ECMC	168748	9/17/15	001-218.1760	118.63
9/23/15	143808			ECMC	168872	9/24/15	001-218.1760	118.63
Subtotal for 001-218.1760								474.52
9/03/15	143557			INTERNAL REVENUE SERVICE	168571	9/04/15	001-218.1770	11.54
9/10/15	143630			INTERNAL REVENUE SERVICE	168670	9/11/15	001-218.1770	11.54
9/17/15	143735			INTERNAL REVENUE SERVICE	168770	9/17/15	001-218.1770	11.54
9/23/15	143807			INTERNAL REVENUE SERVICE	168890	9/24/15	001-218.1770	11.54
Subtotal for 001-218.1770								46.16

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9/03/15	143561			PUMPHREY, KIMBERLY	168595	9/04/15	001-220.0004	97.76
9/10/15	143619			CHILDRESS, MONIQUE	168648	9/11/15	001-220.0004	200.00
9/10/15	143620			ORR, SHEILA	168681	9/11/15	001-220.0004	200.00
Subtotal for 001-220.0004								497.76
9/21/15	143771			THE CLOSING AGENT INC.	168927	9/24/15	001-220.2202	40,636.42
Subtotal for 001-220.2202								40,636.42
9/10/15	143613			MARONDA HOMES	168672	9/11/15	001-220.2255	750.00
Subtotal for 001-220.2255								750.00
9/03/15	143565			MCGEE TIRE CO, INC.	168579	9/04/15	001-316.0000	13.40
9/09/15	143601			WINN DIXIE #2246	168712	9/11/15	001-316.0000	54.00
9/10/15	143611			ADVANCED DOOR SOLUTIONS	168631	9/11/15	001-316.0000	10.00
9/10/15	143612			SERVICES BY RR LLC	168694	9/11/15	001-316.0000	15.25
9/10/15	143616			CORPORATE ART TRENDS, INC.	168652	9/11/15	001-316.0000	15.25
9/10/15	143622			REDBOX AUTOMATED RETAIL INC.	168688	9/11/15	001-316.0000	25.00
9/10/15	143623			EL CHILAR RODRIQUEZ DISTRIBUTOR,	168663	9/11/15	001-316.0000	19.20
9/10/15	143644			WORKING HANDS CLEANING SERVICE	168714	9/11/15	001-316.0000	15.25
9/23/15	143804			BRUNSWICK WEKIVA LANES	168852	9/24/15	001-316.0000	381.10
9/22/15	143774			SAM'S CLUB #6189	168915	9/24/15	001-316.0000	191.00
9/23/15	143805			MILLENNIA AUTOSALES, INC.	168898	9/24/15	001-316.0000	15.25
9/22/15	143775			CUDJOE, VERNON	168864	9/24/15	001-316.0000	6.10
Subtotal for 001-316.0000								760.80
9/03/15	143564			ATLAS POOLS OF CENTRAL FLORIDA, II	168531	9/04/15	001-322.0001	249.25
Subtotal for 001-322.0001								249.25
9/10/15	143633			ACCENT	168630	9/11/15	001-342.6000	323.73
9/10/15	143634			PGBC, LLC	168683	9/11/15	001-342.6000	287.30
Subtotal for 001-342.6000								611.03
9/10/15	143621			MYERS, KRISTEN	168676	9/11/15	001-347.2100	100.00
9/16/15	143724			SUAREZ, ENEDINA	168821	9/17/15	001-347.2100	150.00
9/16/15	143730			GOMES, ANN	168761	9/17/15	001-347.2100	60.00
9/16/15	143725			LARSON, STEVEN	168778	9/17/15	001-347.2100	50.00
9/17/15	143743			ELROD, NICHOLAUS	168750	9/17/15	001-347.2100	51.12
9/16/15	143729			GONZALEZ, PATRICIA	168762	9/17/15	001-347.2100	50.00
9/21/15	143761			AGUIAR, CONCEPCION	168838	9/24/15	001-347.2100	184.00
9/21/15	143762			MCGEE, ALISA	168895	9/24/15	001-347.2100	100.00
9/21/15	143760			BAUMANN, KRYSTAL	168850	9/24/15	001-347.2100	244.00
Subtotal for 001-347.2100								989.12
9/17/15	143733			SORIANO, RAMONITA	168812	9/17/15	001-354.0020	70.00
9/17/15	143732			ROBINSON, DOROTHEA	168807	9/17/15	001-354.0020	100.00
Subtotal for 001-354.0020								170.00
9/24/15	143830			WILLIAMS, ALONZO	168934	9/24/15	001-1010-512.1200	237.50
Subtotal for 001-1010-512.1200								237.50
10/21/14	137358	121965		SHEPARD, SMITH & CASSADY, P.A.	168919	9/24/15	001-1010-512.3150	7,329.00
Subtotal for 001-1010-512.3150								7,329.00
9/24/15	143823			DEAN, BILLIE	168869	9/24/15	001-1010-512.4000	113.60
Subtotal for 001-1010-512.4000								113.60
10/06/14	136816	121595		VERIZON WIRELESS	168709	9/11/15	001-1010-512.4100	72.38
Subtotal for 001-1010-512.4100								72.38
12/10/14	138333	122666		COPIER CONNECTION LLC	168540	9/04/15	001-1010-512.4600	74.40
Subtotal for 001-1010-512.4600								74.40
9/24/15	143824			CITY OF LIFE FOUNDATION, INC.	168859	9/24/15	001-1010-512.4900	20,000.00
Subtotal for 001-1010-512.4900								20,000.00

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7/16/15	142704	125894		SUNTRUST BANK	168609	9/04/15	001-1010-512.5100	190.72
7/30/15	142948	126090		SUNTRUST BANK	168609	9/04/15	001-1010-512.5100	73.97
Subtotal for 001-1010-512.5100								264.69
7/31/15	142961	126098		SUNTRUST BANK	168609	9/04/15	001-1010-512.5200	119.98
8/20/15	143400	126420		AOPKA CHIEF	168639	9/11/15	001-1010-512.5200	415.00
9/09/15	143584			AOPKA LITTLE LEAGUE, INC.	168640	9/11/15	001-1010-512.5200	2,000.00
9/09/15	143583	126553		AOPKA FLORIST	168725	9/17/15	001-1010-512.5200	109.95
9/15/15	143705	126629		A-PEELING STICKERS	168834	9/24/15	001-1010-512.5200	271.00
Subtotal for 001-1010-512.5200								2,915.93
9/24/15	143821			DEAN, BILLIE	168869	9/24/15	001-1010-512.5400	115.00
Subtotal for 001-1010-512.5400								115.00
7/17/15	142711	125899		SUNTRUST BANK	168609	9/04/15	001-1010-512.5500	30.00
8/03/15	142991	126110		SUNTRUST BANK	168609	9/04/15	001-1010-512.5500	2,380.00
Subtotal for 001-1010-512.5500								2,410.00
9/22/15	143783	126672		QUINTAIROS, PRIETO, WOOD & BOYER	168911	9/24/15	001-1020-512.3100	1,070.00
9/22/15	143786	126673		PITNEY BOWES GLOBAL FINANCIAL SE	168906	9/24/15	001-1020-512.3100	876.00
6/23/15	142306	125613		KEITH AND SCHNARS, P.A.	168891	9/24/15	001-1020-512.3100	26,809.08
Subtotal for 001-1020-512.3100								28,755.08
5/26/15	141777	125193		SHEPHERD & WOLFE, LLC	168696	9/11/15	001-1020-512.3400	2,500.00
Subtotal for 001-1020-512.3400								2,500.00
6/26/15	142393	125671		AOPKA ACE HARDWARE & LUMBER IN	168528	9/04/15	001-1020-512.4650	16.18
7/20/15	142729	125918		PEP BOYS - MANNY, MOE & JACK, THE	168590	9/04/15	001-1020-512.4650	54.99
Subtotal for 001-1020-512.4650								71.17
8/21/15	143453	126463		OFFICE DEPOT	168587	9/04/15	001-1020-512.5200	169.99
9/01/15	143523	126514		SUNTRUST BANK	168609	9/04/15	001-1020-512.5200	51.50
8/24/15	143459	126468		SUNTRUST BANK	168609	9/04/15	001-1020-512.5200	64.29
8/05/15	143057	126152		SUNTRUST BANK	168609	9/04/15	001-1020-512.5200	300.00
9/01/15	143545	126532		ARB PRODUCTIONS INC	168642	9/11/15	001-1020-512.5200	150.00
9/17/15	143745	126650		FEDEX OFFICE	168877	9/24/15	001-1020-512.5200	3,629.63
9/17/15	143750	126654		A-ABRA-KEY-DABRA LOCKSMITH SERV.	168833	9/24/15	001-1020-512.5200	111.50
Subtotal for 001-1020-512.5200								4,476.91
8/17/15	143270	126331		JANI- KING OF ORLANDO	168572	9/04/15	001-1022-519.3400	3,054.00
9/11/15	143660	126593		ELEGANCE CLEANING SERVICES INC.	168749	9/17/15	001-1022-519.3400	1,410.00
9/11/15	143661	126594		JANI- KING OF ORLANDO	168772	9/17/15	001-1022-519.3400	3,054.00
Subtotal for 001-1022-519.3400								7,518.00
9/24/15	143810			CENTURYLINK	168857	9/24/15	001-1022-519.4100	62.48
Subtotal for 001-1022-519.4100								62.48
9/10/15	143625			DUKE ENERGY	168747	9/17/15	001-1022-519.4300	12,223.54
9/24/15	143817			LAKE AOPKA NATURAL GAS DISTRICT	168894	9/24/15	001-1022-519.4300	223.61
Subtotal for 001-1022-519.4300								12,447.15
8/21/15	143449	126461		FERRAN SERVICES & CONTRACTING, IN	168553	9/04/15	001-1022-519.4600	1,000.00
6/05/15	141995	125345		FLORIDA SAFETY SYSTEMS, LLC	168559	9/04/15	001-1022-519.4600	215.00
7/22/15	142788	125966		A. EDWARDS DBA AOPKA APPLIANCE	168629	9/11/15	001-1022-519.4600	294.99
6/24/15	142357	125645		SIMPLEXGRINNELL LP	168811	9/17/15	001-1022-519.4600	628.04
9/16/15	143728	126647		FLORIDA SAFETY SYSTEMS, LLC	168881	9/24/15	001-1022-519.4600	132.95
9/17/15	143740	126649		FLORIDA SAFETY SYSTEMS, LLC	168881	9/24/15	001-1022-519.4600	540.00
6/18/15	142246	125565		HOME DEPOT CREDIT SERVICES	168888	9/24/15	001-1022-519.4600	202.50
9/08/15	143579	126550		FLORIDA DOOR SOLUTIONS INC.	168880	9/24/15	001-1022-519.4600	105.00
Subtotal for 001-1022-519.4600								3,118.48
8/21/15	143434	126448		LIBERTY TIRE SERVICES, LLC	168779	9/17/15	001-1022-519.4650	9.00
Subtotal for 001-1022-519.4650								9.00

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9/21/15	143758			ORLANDO APOPKA AIRPORT ASSOCIAT	168904	9/24/15	001-1022-519.4900	620.00
9/15/15	143711	126634		ARAMARK UNIFORM SERVICES, INC.	168848	9/24/15	001-1022-519.4900	33.36
Subtotal for 001-1022-519.4900								653.36
8/20/15	143428	126443		GUY WOODHAM JR.	168566	9/04/15	001-1022-519.5200	2,450.00
8/21/15	143435	126449		ODOM ELECTRICAL SERVICES INC.	168586	9/04/15	001-1022-519.5200	300.00
8/21/15	143449	126461		FERRAN SERVICES & CONTRACTING, IN	168553	9/04/15	001-1022-519.5200	2,514.96
9/10/15	143603			PUBLIC SERVICES PETTY CASH	168686	9/11/15	001-1022-519.5200	17.50
8/20/15	143425	126442		GUY WOODHAM JR.	168668	9/11/15	001-1022-519.5200	800.00
9/17/15	143744			PUBLIC SERVICES PETTY CASH	168797	9/17/15	001-1022-519.5200	9.59
8/17/15	143288	126344		HD SUPPLY POWER SOLUTIONS, LTD.	168766	9/17/15	001-1022-519.5200	201.90
8/21/15	143452	126462		ANDREWS FILTER & SUPPLY CORP.	168845	9/24/15	001-1022-519.5200	633.26
8/17/15	143285	126342		HOME DEPOT CREDIT SERVICES	168888	9/24/15	001-1022-519.5200	169.34
Subtotal for 001-1022-519.5200								7,096.55
10/10/14	137031	121717		CROWN SHREDDING, LLC	168863	9/24/15	001-1030-512.4600	220.00
Subtotal for 001-1030-512.4600								220.00
9/03/15	143560			TREVINO, ANGELICA	168616	9/04/15	001-1030-512.4900	570.00
Subtotal for 001-1030-512.4900								570.00
9/17/15	143738			FACC	168752	9/17/15	001-1030-512.5500	350.00
Subtotal for 001-1030-512.5500								350.00
6/09/15	142072	125421		SEMINOLE OFFICE SOLUTIONS, INC	168917	9/24/15	001-1120-513.3400	280.93
Subtotal for 001-1120-513.3400								280.93
9/22/15	143785	126668		FEDEX	168876	9/24/15	001-1120-513.4200	15.20
Subtotal for 001-1120-513.4200								15.20
9/22/15	143784	126667		SEMINOLE OFFICE SOLUTIONS, INC	168917	9/24/15	001-1120-513.4700	44.60
Subtotal for 001-1120-513.4700								44.60
7/07/15	142525	125773		SUNTRUST BANK	168609	9/04/15	001-1120-513.5400	120.00
Subtotal for 001-1120-513.5400								120.00
8/11/15	143168	126256		COLLINS, ROBERT W.	168860	9/24/15	001-1120-513.6200	8,100.00
Subtotal for 001-1120-513.6200								8,100.00
8/19/15	143354	126392		DEPARTMENT OF HWY SAFETY AND MC	168544	9/04/15	001-1170-513.3100	230.00
8/19/15	143351	126389		FISHER & PHILLIPS LLP	168556	9/04/15	001-1170-513.3100	2,722.50
Subtotal for 001-1170-513.3100								2,952.50
8/19/15	143349	126388		SUNTRUST BANK	168609	9/04/15	001-1170-513.4000	500.00
Subtotal for 001-1170-513.4000								500.00
8/25/15	143471	126578		RICOH USA, INC.	168913	9/24/15	001-1170-513.4600	7.14
Subtotal for 001-1170-513.4600								7.14
8/19/15	143349	126388		SUNTRUST BANK	168609	9/04/15	001-1170-513.5400	145.00
Subtotal for 001-1170-513.5400								145.00
8/19/15	143349	126388		SUNTRUST BANK	168609	9/04/15	001-1170-513.5500	115.00
Subtotal for 001-1170-513.5500								115.00
10/06/14	136816	121595		VERIZON WIRELESS	168709	9/11/15	001-2110-522.4100	108.21
10/07/14	136910	121692		SWIFTREACH NETWORKS, INC.	168924	9/24/15	001-2110-522.4100	321.10
10/13/14	137092	121771		AMERICAN MESSAGING	168842	9/24/15	001-2110-522.4100	15.45
Subtotal for 001-2110-522.4100								444.76
9/10/15	143625			DUKE ENERGY	168747	9/17/15	001-2110-522.4300	1,159.26
9/24/15	143817			LAKE APOPKA NATURAL GAS DISTRICT	168894	9/24/15	001-2110-522.4300	70.93
Subtotal for 001-2110-522.4300								1,230.19
7/28/15	142905	126038		WEST COAST SALES INC.	168831	9/17/15	001-2110-522.4600	3,489.45
Subtotal for 001-2110-522.4600								3,489.45
7/20/15	142728	125917		TPH ACQUISITION LLLP	168614	9/04/15	001-2110-522.4650	70.11
8/06/15	143069	126159		DON REID FORD	168546	9/04/15	001-2110-522.4650	72.25

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Subtotal for 001-2110-522.4650								142.36
8/21/15	143444	126457		UPS FREIGHT	168706	9/11/15	001-2110-522.5100	21.23
Subtotal for 001-2110-522.5100								21.23
10/06/14	136816	121595		VERIZON WIRELESS	168709	9/11/15	001-2120-522.4100	504.18
10/13/14	137092	121771		AMERICAN MESSAGING	168842	9/24/15	001-2120-522.4100	728.30
Subtotal for 001-2120-522.4100								1,232.48
8/12/15	143180	126265		CENTRAL FLORIDA TRUCK ACCESSORI	168536	9/04/15	001-2120-522.4650	1,353.40
8/12/15	143181	126266		TESSCO INCORPORATED	168612	9/04/15	001-2120-522.4650	131.48
8/25/15	143468	126479		ADVANCE DRIVELINE	168525	9/04/15	001-2120-522.4650	89.84
7/20/15	142728	125917		TPH ACQUISITION LLLP	168614	9/04/15	001-2120-522.4650	115.11
8/24/15	143462	126477		MUNICIPAL EQUIPMENT COMPANY	168582	9/04/15	001-2120-522.4650	346.04
8/21/15	143434	126448		LIBERTY TIRE SERVICES, LLC	168779	9/17/15	001-2120-522.4650	6.00
9/21/15	143764	126661		W. S. DARLEY & COMPANY	168931	9/24/15	001-2120-522.4650	64.36
8/18/15	143308	126357		FIRE LINE EQUIPMENT, LLC	168878	9/24/15	001-2120-522.4650	182.61
9/09/15	143586	126554		CUMMINS POWER SOUTH	168866	9/24/15	001-2120-522.4650	646.00
Subtotal for 001-2120-522.4650								2,934.84
8/19/15	143366	126401		RED THE UNIFORM TAILOR	168597	9/04/15	001-2120-522.5200	302.82
7/22/15	142792	125969		AMERICAN SOLUTIONS FOR BUSINESS	168721	9/17/15	001-2120-522.5200	169.36
8/19/15	143366	126401		RED THE UNIFORM TAILOR	168803	9/17/15	001-2120-522.5200	126.48
7/22/15	142792	125969		AMERICAN SOLUTIONS FOR BUSINESS	168844	9/24/15	001-2120-522.5200	88.04
7/22/15	142790	125968		WALMART COMMUNITY/RFCSELLC	168932	9/24/15	001-2120-522.5200	319.46
Subtotal for 001-2120-522.5200								1,006.16
8/07/15	143105	126188		FIRE SERVICE TESTING CO, INC.	168555	9/04/15	001-2120-522.5500	1,400.00
Subtotal for 001-2120-522.5500								1,400.00
10/06/14	136809	121573		VERIZON WIRELESS	168709	9/11/15	001-2130-526.4100	75.22
10/06/14	136816	121595		VERIZON WIRELESS	168709	9/11/15	001-2130-526.4100	216.42
9/14/15	143677	126607		SPRINT	168815	9/17/15	001-2130-526.4100	81.99
9/14/15	143678	126608		AT & T MOBILITY	168728	9/17/15	001-2130-526.4100	318.61
Subtotal for 001-2130-526.4100								692.24
8/10/15	143146	126241		ZONES, INC	168625	9/04/15	001-2130-526.4600	212.00
Subtotal for 001-2130-526.4600								212.00
7/29/15	142906	126039		MULLINAX FORD	168581	9/04/15	001-2130-526.4650	1,942.71
8/06/15	143069	126159		DON REID FORD	168546	9/04/15	001-2130-526.4650	385.17
8/21/15	143434	126448		LIBERTY TIRE SERVICES, LLC	168779	9/17/15	001-2130-526.4650	3.00
Subtotal for 001-2130-526.4650								2,330.88
9/15/15	143714	126637		NEB GROUP, INC.	168788	9/17/15	001-2130-526.4950	2,798.53
Subtotal for 001-2130-526.4950								2,798.53
9/14/15	143676	126606		BOUND TREE MEDICAL, LLC.	168731	9/17/15	001-2130-526.5200	942.78
9/14/15	143671	126601		STERICYCLE INC.	168819	9/17/15	001-2130-526.5200	2,773.67
9/14/15	143672	126602		TAYLORS PHARMACY	168823	9/17/15	001-2130-526.5200	1,826.20
9/14/15	143675	126605		QUADMED, INC.	168798	9/17/15	001-2130-526.5200	1,276.96
5/11/15	141521	124987		TAYLORS PHARMACY	168823	9/17/15	001-2130-526.5200	79.50
9/14/15	143673	126603		S & W HEALTHCARE CORPORATION	168808	9/17/15	001-2130-526.5200	1,158.94
8/27/15	143500	126494		STRYKER SALES CORPORATION	168820	9/17/15	001-2130-526.5200	276.95
Subtotal for 001-2130-526.5200								8,335.00
1/08/15	138807	122962		DUVAL FORD	168547	9/04/15	001-2130-526.6400	36,344.00
8/03/15	142986	126122		MOTOROLA SOLUTIONS, INC.	168787	9/17/15	001-2130-526.6400	5,676.50
Subtotal for 001-2130-526.6400								42,020.50
10/30/14	137560	122139		CLERK OF THE COURT, ORANGE CO	168734	9/17/15	001-2210-521.3100	144.00
Subtotal for 001-2210-521.3100								144.00
9/01/15	143527	126517		ORANGE COUNTY SHERIFF'S OFFICE	168679	9/11/15	001-2210-521.3400	4,032.00

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Date	Reference	P. O.	Project	Vendor	Check	Paid	Account Number	Amount
Subtotal for 001-2210-521.3400								4,032.00
10/06/14	136807	121594		VERIZON WIRELESS	168709	9/11/15	001-2210-521.4100	188.05
Subtotal for 001-2210-521.4100								188.05
9/10/15	143625			DUKE ENERGY	168747	9/17/15	001-2210-521.4300	447.61
9/24/15	143817			LAKE AOPKA NATURAL GAS DISTRICT	168894	9/24/15	001-2210-521.4300	13.56
Subtotal for 001-2210-521.4300								461.17
8/31/15	143516	126507		A-ABRA-KEY-DABRA LOCKSMITH SERV.	168628	9/11/15	001-2210-521.4600	111.00
8/17/15	143248	126314		BRYAN A. WAGNER , INC.	168732	9/17/15	001-2210-521.4600	5,020.00
Subtotal for 001-2210-521.4600								5,131.00
7/20/15	142728	125917		TPH ACQUISITION LLLP	168614	9/04/15	001-2210-521.4650	109.85
7/29/15	142930	126062		ELECTRONICS DEPOT	168550	9/04/15	001-2210-521.4650	30.00
7/14/15	142642	125858		A.O.K. TIRE MART	168716	9/17/15	001-2210-521.4650	692.12
8/21/15	143434	126448		LIBERTY TIRE SERVICES, LLC	168779	9/17/15	001-2210-521.4650	4.50
Subtotal for 001-2210-521.4650								836.47
8/31/15	143519	126510		MAC PAPERS	168784	9/17/15	001-2210-521.5100	563.80
Subtotal for 001-2210-521.5100								563.80
8/17/15	143268	126329		U S SURPLUS SALES, INC.	168618	9/04/15	001-2210-521.5200	372.01
8/24/15	143461	126470		GOVCONNECTION, INC.	168561	9/04/15	001-2210-521.5200	529.00
12/05/14	138267	122609		U S SURPLUS SALES, INC.	168618	9/04/15	001-2210-521.5200	7.59
8/24/15	143461	126470		GOVCONNECTION, INC.	168763	9/17/15	001-2210-521.5200	46.63
8/17/15	143266	126328		GOLD NUGGET DBA	168759	9/17/15	001-2210-521.5200	415.82
8/31/15	143518	126509		FERNANDEZ, RANDALL	168753	9/17/15	001-2210-521.5200	46.95
8/17/15	143268	126329		U S SURPLUS SALES, INC.	168826	9/17/15	001-2210-521.5200	325.00
12/05/14	138267	122609		U S SURPLUS SALES, INC.	168826	9/17/15	001-2210-521.5200	7.77
12/05/14	138267	122609		U S SURPLUS SALES, INC.	168930	9/24/15	001-2210-521.5200	7.59
12/29/14	138645	122832		WALMART COMMUNITY/RFCSELLC	168932	9/24/15	001-2210-521.5200	12.81
Subtotal for 001-2210-521.5200								1,771.17
10/06/14	136807	121594		VERIZON WIRELESS	168709	9/11/15	001-2220-521.4100	1,926.43
9/01/15	143524	126515		VERIZON WIRELESS	168709	9/11/15	001-2220-521.4100	1,918.30
10/06/14	136816	121595		VERIZON WIRELESS	168709	9/11/15	001-2220-521.4100	72.14
10/02/14	136764	121536		TRANSUNION RISK AND ALTERNATIVE C	168704	9/11/15	001-2220-521.4100	201.00
10/13/14	137092	121771		AMERICAN MESSAGING	168842	9/24/15	001-2220-521.4100	335.65
Subtotal for 001-2220-521.4100								4,453.52
10/21/14	137354	122133		CANON SOLUTIONS AMERICA, INC	168733	9/17/15	001-2220-521.4600	19.76
10/21/14	137354	122133		CANON SOLUTIONS AMERICA, INC	168854	9/24/15	001-2220-521.4600	28.47
Subtotal for 001-2220-521.4600								48.23
7/20/15	142729	125918		PEP BOYS - MANNY, MOE & JACK, THE	168590	9/04/15	001-2220-521.4650	109.98
8/06/15	143069	126159		DON REID FORD	168546	9/04/15	001-2220-521.4650	632.32
2/19/15	139780	123679		PRIDE ENTERPRISES	168594	9/04/15	001-2220-521.4650	31,205.50
8/21/15	143434	126448		LIBERTY TIRE SERVICES, LLC	168779	9/17/15	001-2220-521.4650	82.50
7/22/15	142803	125979		FIRETRONICS EXTINGUISHERS, INC.	168754	9/17/15	001-2220-521.4650	134.00
9/18/15	143752	126656		DANA SAFETY SUPPLY, INC.	168868	9/24/15	001-2220-521.4650	112.92
9/08/15	143578	126549		PRO TREE KUSTOMS AND AUTO COLLIK	168909	9/24/15	001-2220-521.4650	401.70
Subtotal for 001-2220-521.4650								32,678.92
5/12/15	141558	125026		TRADEMARK PRESS SOLUTIONS INC.	168702	9/11/15	001-2220-521.4700	104.50
Subtotal for 001-2220-521.4700								104.50
7/20/15	142741	126067		GT DISTRIBUTORS	168565	9/04/15	001-2220-521.5200	1,530.98
8/03/15	143008	126203		SUNTRUST BANK	168609	9/04/15	001-2220-521.5200	2,428.88
8/05/15	143063	126212		SUNTRUST BANK	168609	9/04/15	001-2220-521.5200	50.08
12/05/14	138267	122609		U S SURPLUS SALES, INC.	168618	9/04/15	001-2220-521.5200	51.72
7/20/15	142743	126069		GT DISTRIBUTORS	168565	9/04/15	001-2220-521.5200	1,426.70

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9/10/15	143608			MILLER, JEROME	168674	9/11/15	001-2220-521.5200	48.00
6/02/15	141902	125521		PIEDMONT ANIMAL HOSPITAL	168684	9/11/15	001-2220-521.5200	63.00
8/31/15	143517	126508		DUBSDREAD CATERING	168654	9/11/15	001-2220-521.5200	3,577.65
6/02/15	141902	125521		PIEDMONT ANIMAL HOSPITAL	168794	9/17/15	001-2220-521.5200	63.00
8/10/15	143137	126235		EVault, INC	168751	9/17/15	001-2220-521.5200	716.80
9/14/15	143679	126609		REYES, FERNANDO	168804	9/17/15	001-2220-521.5200	778.60
7/20/15	142742	126068		SRT SUPPLY INC.	168816	9/17/15	001-2220-521.5200	2,063.20
8/24/15	143454	126464		ZONES, INC	168832	9/17/15	001-2220-521.5200	186.12
7/08/15	142546	125814		LOGSON, ALEXANDRIA	168782	9/17/15	001-2220-521.5200	72.00
8/17/15	143250	126316		APOPKA PLAQUE AND TROPHY	168726	9/17/15	001-2220-521.5200	155.00
8/05/15	143129	126228		USTLER ELECTRIC LLC	168829	9/17/15	001-2220-521.5200	5,400.00
9/01/15	143535	126525		GOVCONNECTION, INC.	168763	9/17/15	001-2220-521.5200	215.60
12/05/14	138267	122609		U S SURPLUS SALES, INC.	168826	9/17/15	001-2220-521.5200	52.99
11/06/14	137727	122519		GOLD NUGGET DBA	168882	9/24/15	001-2220-521.5200	33.94
9/15/15	143711	126634		ARAMARK UNIFORM SERVICES, INC.	168848	9/24/15	001-2220-521.5200	21.48
12/05/14	138267	122609		U S SURPLUS SALES, INC.	168930	9/24/15	001-2220-521.5200	51.72
3/12/15	140226	124034		PRO IMAGE APPAREL	168908	9/24/15	001-2220-521.5200	558.00
10/03/14	136790	121550		APOPKA PLAQUE AND TROPHY	168847	9/24/15	001-2220-521.5200	25.00
12/29/14	138645	122832		WALMART COMMUNITY/RFCSELLC	168932	9/24/15	001-2220-521.5200	21.33
1/09/15	138855	123062		U S SURPLUS SALES, INC.	168930	9/24/15	001-2220-521.5200	245.25
Subtotal for 001-2220-521.5200								19,837.04
10/07/14	136879	121688		REYES, FERNANDO	168804	9/17/15	001-2220-521.5225	94.98
Subtotal for 001-2220-521.5225								94.98
2/19/15	139780	123679		PRIDE ENTERPRISES	168594	9/04/15	001-2220-521.6400	15,294.50
6/26/15	142401	125679		PUBLIC SAFETY USA	168910	9/24/15	001-2220-521.6400	3,885.50
Subtotal for 001-2220-521.6400								19,180.00
6/02/15	141904	125523		SUNTRUST BANK	168609	9/04/15	001-2230-521.4000	48.50
Subtotal for 001-2230-521.4000								48.50
10/06/14	136807	121594		VERIZON WIRELESS	168709	9/11/15	001-2230-521.4100	391.96
10/06/14	136816	121595		VERIZON WIRELESS	168709	9/11/15	001-2230-521.4100	252.49
10/10/14	137063	121766		SPRINT	168814	9/17/15	001-2230-521.4100	296.25
6/08/15	142039	125536		LIVEVIEW GPS, INC	168780	9/17/15	001-2230-521.4100	184.60
10/13/14	137092	121771		AMERICAN MESSAGING	168842	9/24/15	001-2230-521.4100	39.58
Subtotal for 001-2230-521.4100								1,164.88
7/20/15	142728	125917		TPH ACQUISITION LLLP	168614	9/04/15	001-2230-521.4650	375.83
8/06/15	143069	126159		DON REID FORD	168546	9/04/15	001-2230-521.4650	63.55
8/25/15	143472	126481		ORLANDO DODGE INC.	168680	9/11/15	001-2230-521.4650	55.00
8/21/15	143434	126448		LIBERTY TIRE SERVICES, LLC	168779	9/17/15	001-2230-521.4650	21.00
8/13/15	143218	126285		GOLF CART ENTERPRISES INC.	168760	9/17/15	001-2230-521.4650	835.60
8/06/15	143068	126158		AMERICAN WIRE & TERMINAL	168722	9/17/15	001-2230-521.4650	317.53
7/23/15	142828	125996		ACTION GATOR TIRE	168836	9/24/15	001-2230-521.4650	1,295.92
7/29/15	142912	126045		TESSCO INCORPORATED	168926	9/24/15	001-2230-521.4650	90.75
7/29/15	142919	126052		GOLF CART ENTERPRISES INC.	168883	9/24/15	001-2230-521.4650	97.34
9/18/15	143752	126656		DANA SAFETY SUPPLY, INC.	168868	9/24/15	001-2230-521.4650	371.65
Subtotal for 001-2230-521.4650								3,524.17
7/21/15	142766	126071		SRT SUPPLY INC.	168605	9/04/15	001-2230-521.5200	3,525.00
12/05/14	138267	122609		U S SURPLUS SALES, INC.	168618	9/04/15	001-2230-521.5200	20.69
8/05/15	143116	126224		ELITE K-9, INC.	168664	9/11/15	001-2230-521.5200	16.01
8/20/15	143386	126411		INSIGHT PUBLIC SECTOR INC	168769	9/17/15	001-2230-521.5200	847.50
12/05/14	138267	122609		U S SURPLUS SALES, INC.	168826	9/17/15	001-2230-521.5200	21.19
9/04/15	143574	126545		JP MORGAN CHASE NA	168774	9/17/15	001-2230-521.5200	14.71
3/06/15	140050	123882		GT DISTRIBUTORS	1305	9/24/15	001-2230-521.5200	9,416.60

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12/05/14	138267	122609		U S SURPLUS SALES, INC.	168930	9/24/15	001-2230-521.5200	20.69
10/03/14	136790	121550		AOPKA PLAQUE AND TROPHY	168847	9/24/15	001-2230-521.5200	25.00
3/06/15	140050	123882		GT DISTRIBUTORS	168937	9/24/15	001-2230-521.5200	44,438.40
12/29/14	138645	122832		WALMART COMMUNITY/RFCSELLC	168932	9/24/15	001-2230-521.5200	8.53
Subtotal for 001-2230-521.5200								58,354.32
4/20/15	141093	124650		SUNTRUST BANK	168609	9/04/15	001-2230-521.5500	25.00
Subtotal for 001-2230-521.5500								25.00
5/12/15	141556	125024		SUNTRUST BANK	168609	9/04/15	001-2250-519.4000	332.00
Subtotal for 001-2250-519.4000								332.00
10/06/14	136816	121595		VERIZON WIRELESS	168709	9/11/15	001-2250-519.4100	36.07
10/10/14	137051	121790		RAPID SYSTEMS	168802	9/17/15	001-2250-519.4100	2,698.75
10/07/14	136874	121684		NETWORK INNOVATIONS INC.	168789	9/17/15	001-2250-519.4100	73.73
10/21/14	137349	122132		DIRECTTV	168741	9/17/15	001-2250-519.4100	240.60
10/07/14	136910	121692		SWIFTREACH NETWORKS, INC.	168924	9/24/15	001-2250-519.4100	321.10
10/13/14	137092	121771		AMERICAN MESSAGING	168842	9/24/15	001-2250-519.4100	151.99
Subtotal for 001-2250-519.4100								3,522.24
9/10/15	143625			DUKE ENERGY	168747	9/17/15	001-2250-519.4300	854.85
Subtotal for 001-2250-519.4300								854.85
5/15/15	141650	125091		FLORIDA BUSINESS INTERIORS	168557	9/04/15	001-2250-519.4600	2,536.00
5/15/15	141651	125092		WIRELESS TECHNOLOGY EQUIPMENT	168713	9/11/15	001-2250-519.4600	9,753.53
5/15/15	141654	125095		ODOM ELECTRICAL SERVICES INC.	168678	9/11/15	001-2250-519.4600	1,450.00
5/15/15	141649	125090		VANDER ZYL WOODWORKING	168707	9/11/15	001-2250-519.4600	780.00
5/15/15	141653	125094		JOHNSON BUILT, INC.	168773	9/17/15	001-2250-519.4600	4,882.00
Subtotal for 001-2250-519.4600								19,401.53
8/24/15	143461	126470		GOVCONNECTION, INC.	168561	9/04/15	001-2250-519.5200	293.26
12/29/14	138645	122832		WALMART COMMUNITY/RFCSELLC	168932	9/24/15	001-2250-519.5200	21.33
Subtotal for 001-2250-519.5200								314.59
5/12/15	141554	125022		SUNTRUST BANK	168609	9/04/15	001-2250-519.5500	165.00
Subtotal for 001-2250-519.5500								165.00
8/14/15	143243	126311		SUNTRUST BANK	168609	9/04/15	001-3310-519.4000	465.40
6/18/15	142252	125571		SUNTRUST BANK	168609	9/04/15	001-3310-519.4000	381.95
6/18/15	142256	125574		SUNTRUST BANK	168609	9/04/15	001-3310-519.4000	415.00
9/10/15	143603			PUBLIC SERVICES PETTY CASH	168686	9/11/15	001-3310-519.4000	13.80
Subtotal for 001-3310-519.4000								1,276.15
10/07/14	136860	121633		VERIZON WIRELESS	168709	9/11/15	001-3310-519.4100	37.61
10/13/14	137092	121771		AMERICAN MESSAGING	168842	9/24/15	001-3310-519.4100	15.44
8/20/15	143424	126441		NEXTEL COMMUNICATIONS	168900	9/24/15	001-3310-519.4100	32.92
Subtotal for 001-3310-519.4100								85.97
8/26/15	143476	126485		HUNTER SERVICES	168568	9/04/15	001-3310-519.4600	54.32
8/20/15	143411	126430		AIRGAS USA, LLC	168634	9/11/15	001-3310-519.4600	580.50
7/21/15	142759	125945		AIR CENTERS OF FLORIDA INC.	168839	9/24/15	001-3310-519.4600	2,190.62
Subtotal for 001-3310-519.4600								2,825.44
8/20/15	143416	126434		OFFICE DEPOT	168587	9/04/15	001-3310-519.5100	80.00
Subtotal for 001-3310-519.5100								80.00
8/06/15	143069	126159		DON REID FORD	168546	9/04/15	001-3310-519.5200	30.00
6/26/15	142393	125671		AOPKA ACE HARDWARE & LUMBER IN	168528	9/04/15	001-3310-519.5200	27.99
8/14/15	143223	126291		SUNTRUST BANK	168609	9/04/15	001-3310-519.5200	369.99
7/20/15	142725	125914		FASTENAL COMPANY	168551	9/04/15	001-3310-519.5200	22.70
8/21/15	143434	126448		LIBERTY TIRE SERVICES, LLC	168779	9/17/15	001-3310-519.5200	3.00
9/15/15	143711	126634		ARAMARK UNIFORM SERVICES, INC.	168848	9/24/15	001-3310-519.5200	453.70
8/21/15	143436	126450		L & B DISTRIBUTING	168892	9/24/15	001-3310-519.5200	1,357.82

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Subtotal for 001-3310-519.5200								2,265.20
8/07/15	143107	126190		AOPKA BOTTLE & R.V.GAS CENTER IN	168529	9/04/15	001-3310-519.5250	61.32
Subtotal for 001-3310-519.5250								61.32
6/29/15	142416	125693		SUNTRUST BANK	168609	9/04/15	001-3310-519.5500	410.00
Subtotal for 001-3310-519.5500								410.00
8/20/15	143424	126441		NEXTEL COMMUNICATIONS	168900	9/24/15	001-3512-539.4100	65.60
Subtotal for 001-3512-539.4100								65.60
7/20/15	142731	125920		FIELDS EQUIPMENT COMPANY, INC.	168554	9/04/15	001-3512-539.4650	108.38
8/21/15	143434	126448		LIBERTY TIRE SERVICES, LLC	168779	9/17/15	001-3512-539.4650	1.50
Subtotal for 001-3512-539.4650								109.88
9/15/15	143711	126634		ARAMARK UNIFORM SERVICES, INC.	168848	9/24/15	001-3512-539.5200	28.92
8/20/15	143408	126428		WINFIELD SOLUTIONS, LLC,	168935	9/24/15	001-3512-539.5200	375.21
9/17/15	143748	126652		NEXTEL COMMUNICATIONS	168901	9/24/15	001-3512-539.5200	72.14
Subtotal for 001-3512-539.5200								476.27
10/13/14	137092	121771		AMERICAN MESSAGING	168842	9/24/15	001-3513-572.4100	15.44
Subtotal for 001-3513-572.4100								15.44
9/10/15	143625			DUKE ENERGY	168747	9/17/15	001-3513-572.4300	1,252.47
Subtotal for 001-3513-572.4300								1,252.47
9/01/15	143539	126528		GEMBECKI MECHANICAL SERVICES,INC	168667	9/11/15	001-3513-572.4600	149.90
Subtotal for 001-3513-572.4600								149.90
7/20/15	142731	125920		FIELDS EQUIPMENT COMPANY, INC.	168554	9/04/15	001-3513-572.4650	137.14
7/20/15	142732	125921		TRAIL SAW & MOWER SERVICE, INC.	168703	9/11/15	001-3513-572.4650	562.63
8/21/15	143434	126448		LIBERTY TIRE SERVICES, LLC	168779	9/17/15	001-3513-572.4650	9.00
8/13/15	143200	126278		GRADY DUBOSE TRACTOR REPAIR SEF	168764	9/17/15	001-3513-572.4650	397.50
8/27/15	143502	126496		D&M TRACTOR PARTS	168867	9/24/15	001-3513-572.4650	356.48
Subtotal for 001-3513-572.4650								1,462.75
8/20/15	143396	126417		OCU - SOLID WASTE DIVISION	168585	9/04/15	001-3513-572.4900	1,178.08
8/21/15	143450	126475		WASTE MANAGEMENT OF VISTA LANDF	168622	9/04/15	001-3513-572.4900	281.16
9/01/15	143533	126523		WASTE MANAGEMENT OF VISTA LANDF	168711	9/11/15	001-3513-572.4900	690.80
9/15/15	143711	126634		ARAMARK UNIFORM SERVICES, INC.	168848	9/24/15	001-3513-572.4900	240.49
9/15/15	143698	126621		WASTE MANAGEMENT OF VISTA LANDF	168933	9/24/15	001-3513-572.4900	856.24
Subtotal for 001-3513-572.4900								3,246.77
9/10/15	143603			PUBLIC SERVICES PETTY CASH	168686	9/11/15	001-3513-572.5200	23.18
9/17/15	143744			PUBLIC SERVICES PETTY CASH	168797	9/17/15	001-3513-572.5200	2.66
Subtotal for 001-3513-572.5200								25.84
7/20/15	142731	125920		FIELDS EQUIPMENT COMPANY, INC.	168554	9/04/15	001-3514-572.4650	72.88
7/31/15	142976	126101		FORGE FASTENER & SUPPLY CO,	168560	9/04/15	001-3514-572.4650	8.25
8/21/15	143434	126448		LIBERTY TIRE SERVICES, LLC	168779	9/17/15	001-3514-572.4650	3.00
Subtotal for 001-3514-572.4650								84.13
9/15/15	143711	126634		ARAMARK UNIFORM SERVICES, INC.	168848	9/24/15	001-3514-572.4900	125.27
Subtotal for 001-3514-572.4900								125.27
8/07/15	143126	126196		GRAINGER	168562	9/04/15	001-3514-572.5200	194.33
12/09/14	138330	122663		TRUGREEN	168617	9/04/15	001-3514-572.5200	9,035.00
7/20/15	142732	125921		TRAIL SAW & MOWER SERVICE, INC.	168703	9/11/15	001-3514-572.5200	109.83
12/09/14	138330	122663		TRUGREEN	168705	9/11/15	001-3514-572.5200	3,000.00
Subtotal for 001-3514-572.5200								12,339.16
10/13/14	137092	121771		AMERICAN MESSAGING	168842	9/24/15	001-3612-572.4100	23.35
Subtotal for 001-3612-572.4100								23.35
9/10/15	143625			DUKE ENERGY	168747	9/17/15	001-3612-572.4300	229.15
Subtotal for 001-3612-572.4300								229.15
10/17/14	137240	121853		RICOH USA, INC.	168598	9/04/15	001-3612-572.4600	83.87

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10/17/14	137238	121851		RICOH USA, INC.	168598	9/04/15	001-3612-572.4600	133.40
10/17/14	137254	121865		RICOH USA, INC.	168805	9/17/15	001-3612-572.4600	80.04
10/17/14	137240	121853		RICOH USA, INC.	168913	9/24/15	001-3612-572.4600	22.10
Subtotal for 001-3612-572.4600								319.41
8/21/15	143434	126448		LIBERTY TIRE SERVICES, LLC	168779	9/17/15	001-3612-572.4650	6.00
Subtotal for 001-3612-572.4650								6.00
8/14/15	143233	126301		SEDA, MARIELA	168809	9/17/15	001-3612-572.5200	3,700.00
8/14/15	143234	126302		HUTCHINSON, MATTHEW	168889	9/24/15	001-3612-572.5200	10,085.00
8/05/15	143050	126147		ACTIVE NETWORK, THE	168837	9/24/15	001-3612-572.5200	291.50
8/13/15	143215	126283		CHALLENGER TEAMWEAR	168858	9/24/15	001-3612-572.5200	13,041.65
Subtotal for 001-3612-572.5200								27,118.15
8/28/15	143506	126501		R.H. SITE	168800	9/17/15	001-3612-572.6300	7,301.75
Subtotal for 001-3612-572.6300								7,301.75
8/17/15	143276	126335		COSTCO / ATT. KERRY	168541	9/04/15	001-3613-572.5200	119.99
9/09/15	143592			RYAN, SARAH	168691	9/11/15	001-3613-572.5200	441.07
8/20/15	143397	126418		HOME DEPOT CREDIT SERVICES	168888	9/24/15	001-3613-572.5200	199.88
8/20/15	143398	126419		HOME DEPOT CREDIT SERVICES	168888	9/24/15	001-3613-572.5200	317.97
8/21/15	143437	126451		APOPKA ACE HARDWARE & LUMBER IN	168846	9/24/15	001-3613-572.5200	37.24
8/21/15	143440	126454		FAST SIGNS	168874	9/24/15	001-3613-572.5200	3,225.00
8/03/15	143820			HOME DEPOT CREDIT SERVICES	168888	9/24/15	001-3613-572.5200	49.28
7/28/15	142902	126035		HOME DEPOT CREDIT SERVICES	168888	9/24/15	001-3613-572.5200	56.02
7/27/15	142879	126016		WALMART COMMUNITY/RFCSELLC	168932	9/24/15	001-3613-572.5200	89.84
8/17/15	143273	126333		HOME DEPOT CREDIT SERVICES	168888	9/24/15	001-3613-572.5200	333.75
Subtotal for 001-3613-572.5200								4,870.04
9/10/15	143607			CDM SMITH, INC.	168647	9/11/15	001-4020-515.3100	1,485.00
9/02/15	143548	126534		ANDERSON, RICHARD	168637	9/11/15	001-4020-515.3100	22,000.00
Subtotal for 001-4020-515.3100								23,485.00
10/06/14	136816	121595		VERIZON WIRELESS	168709	9/11/15	001-4020-515.4100	36.07
Subtotal for 001-4020-515.4100								36.07
8/28/15	143507	126502		APOPKA CHIEF, THE	168530	9/04/15	001-4020-515.4200	378.00
Subtotal for 001-4020-515.4200								378.00
9/14/15	143685	126612		RICOH USA, INC.	168806	9/17/15	001-4020-515.4600	63.35
Subtotal for 001-4020-515.4600								63.35
8/28/15	143507	126502		APOPKA CHIEF, THE	168530	9/04/15	001-4020-515.4650	189.00
8/21/15	143434	126448		LIBERTY TIRE SERVICES, LLC	168779	9/17/15	001-4020-515.4650	1.50
9/14/15	143684	126611		APOPKA CHIEF, THE	168724	9/17/15	001-4020-515.4650	189.00
Subtotal for 001-4020-515.4650								379.50
9/03/15	143569			SUNTRUST BANK	168609	9/04/15	001-4020-515.5500	375.00
Subtotal for 001-4020-515.5500								375.00
9/14/15	143685	126612		RICOH USA, INC.	168806	9/17/15	001-4021-524.4600	63.34
Subtotal for 001-4021-524.4600								63.34
4/07/15	140775	124409		ATLANTIC.NET	168643	9/11/15	001-5110-519.3400	502.35
Subtotal for 001-5110-519.3400								502.35
9/03/15	143553			CENTURYLINK	168538	9/04/15	001-5110-519.4100	150.42
6/04/15	141954	125322		VERIZON WIRELESS	168709	9/11/15	001-5110-519.4100	36.46
10/07/14	136860	121633		VERIZON WIRELESS	168709	9/11/15	001-5110-519.4100	36.07
10/06/14	136816	121595		VERIZON WIRELESS	168709	9/11/15	001-5110-519.4100	500.06
10/13/14	137092	121771		AMERICAN MESSAGING	168842	9/24/15	001-5110-519.4100	39.18
9/24/15	143810			CENTURYLINK	168857	9/24/15	001-5110-519.4100	1,015.00
Subtotal for 001-5110-519.4100								1,777.19
10/02/14	136741	121508		UNITED PARCEL SERVICE	168828	9/17/15	001-5110-519.4200	12.45

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Subtotal for 001-5110-519.4200								12.45
8/11/15	143165	126253		ORLANDO BUSINESS TELEPHONE SYS`	168588	9/04/15	001-5110-519.4600	1,584.14
8/19/15	143357	126394		INFORAD, INC.	168570	9/04/15	001-5110-519.4600	302.00
11/17/14	137907	122338		DELL MARKETING L.P.	168543	9/04/15	001-5110-519.4600	20,918.40
8/03/15	142999	126120		SUNTRUST BANK	168609	9/04/15	001-5110-519.4600	179.40
9/08/15	143581	126552		DIGITAL DATA TECHNOLOGIES, INC.	168740	9/17/15	001-5110-519.4600	4,038.48
Subtotal for 001-5110-519.4600								27,022.42
8/14/15	143241	126309		PHOTOSOUND OF ORLANDO,INC.	168593	9/04/15	001-5110-519.5200	499.30
7/10/15	142611	125833		SUNTRUST BANK	168609	9/04/15	001-5110-519.5200	193.92
9/11/15	143650	126585		LMG, INC.	168781	9/17/15	001-5110-519.5200	10.00
8/31/15	143511	126503		BATTERY BANK, THE	168730	9/17/15	001-5110-519.5200	94.32
6/25/15	142371	125653		VIABLE SOLUTIONS INC.	168830	9/17/15	001-5110-519.5200	2,123.16
Subtotal for 001-5110-519.5200								2,920.70
7/21/15	142761	125947		NETXFOLIO	168583	9/04/15	001-5110-519.6400	11,315.00
7/21/15	142761	125947		NETXFOLIO	168677	9/11/15	001-5110-519.6400	17,272.50
7/21/15	142761	125947		NETXFOLIO	168899	9/24/15	001-5110-519.6400	18,736.25
Subtotal for 001-5110-519.6400								47,323.75
Subtotal for Fund 001 GENERAL FUND								739,424.31
9/03/15	143553			CENTURYLINK	168538	9/04/15	101-3412-541.4100	40.24
10/07/14	136860	121633		VERIZON WIRELESS	168709	9/11/15	101-3412-541.4100	37.61
10/13/14	137092	121771		AMERICAN MESSAGING	168842	9/24/15	101-3412-541.4100	53.83
9/24/15	143810			CENTURYLINK	168857	9/24/15	101-3412-541.4100	53.50
8/20/15	143424	126441		NEXTEL COMMUNICATIONS	168900	9/24/15	101-3412-541.4100	32.93
Subtotal for 101-3412-541.4100								218.11
9/10/15	143626			DUKE ENERGY	168747	9/17/15	101-3412-541.4300	424.74
Subtotal for 101-3412-541.4300								424.74
9/10/15	143626			DUKE ENERGY	168747	9/17/15	101-3412-541.4310	34,122.81
Subtotal for 101-3412-541.4310								34,122.81
8/25/15	143469	126480		FLORIDA CENTRAL RAILROAD	168558	9/04/15	101-3412-541.4400	1,701.00
Subtotal for 101-3412-541.4400								1,701.00
8/05/15	143054	126149		CONSOLIDATED ELECTRICAL DIST.	168539	9/04/15	101-3412-541.4600	67.00
8/04/15	143009	126129		CONSOLIDATED ELECTRICAL DIST.	168539	9/04/15	101-3412-541.4600	48.88
9/03/15	143566			LEGACYSCAPES	168577	9/04/15	101-3412-541.4600	1,118.72
6/24/15	142354	125644		TEMPLE, INC.	168611	9/04/15	101-3412-541.4600	97.50
7/21/15	142758	125944		TEMPLE, INC.	168699	9/11/15	101-3412-541.4600	1,250.00
Subtotal for 101-3412-541.4600								2,582.10
7/20/15	142728	125917		TPH ACQUISITION LLLP	168614	9/04/15	101-3412-541.4650	179.87
7/22/15	142805	125981		DEPARTMENT OF HWY SAFETY AND MC	168626	9/10/15	101-3412-541.4650	40.00
7/22/15	142805	125981		DEPARTMENT OF HWY SAFETY AND MC	168627	9/10/15	101-3412-541.4650	85.25
9/10/15	143632	126569		SOUTHEAST POWER SYSTEMS OF ORL	168813	9/17/15	101-3412-541.4650	321.00
8/21/15	143434	126448		LIBERTY TIRE SERVICES, LLC	168779	9/17/15	101-3412-541.4650	3.00
7/14/15	142642	125858		A.O.K. TIRE MART	168716	9/17/15	101-3412-541.4650	80.00
6/26/15	142394	125672		RING POWER CORPORATION	168914	9/24/15	101-3412-541.4650	111.96
Subtotal for 101-3412-541.4650								821.08
8/20/15	143416	126434		OFFICE DEPOT	168587	9/04/15	101-3412-541.5100	82.85
Subtotal for 101-3412-541.5100								82.85
8/19/15	143345	126385		BLUETARP FINANCIAL INC	168534	9/04/15	101-3412-541.5200	388.02
7/20/15	142732	125921		TRAIL SAW & MOWER SERVICE, INC.	168703	9/11/15	101-3412-541.5200	473.96
9/17/15	143744			PUBLIC SERVICES PETTY CASH	168797	9/17/15	101-3412-541.5200	28.87
9/15/15	143711	126634		ARAMARK UNIFORM SERVICES, INC.	168848	9/24/15	101-3412-541.5200	71.44
Subtotal for 101-3412-541.5200								962.29

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8/19/15	143348	126387		SPRAYER PARTS DEPOT	168604	9/04/15	101-3412-541.5201	75.00
8/20/15	143402	126422		BWI-AOPKA	168645	9/11/15	101-3412-541.5201	106.30
Subtotal for 101-3412-541.5201								181.30
8/19/15	143348	126387		SPRAYER PARTS DEPOT	168604	9/04/15	101-3412-541.6400	3,425.00
Subtotal for 101-3412-541.6400								3,425.00
9/03/15	143567	126542		DEPT. OF CORRECTIONS	168739	9/17/15	101-3414-541.3400	14,374.25
9/22/15	143777	126669		DEPT. OF CORRECTIONS	168870	9/24/15	101-3414-541.3400	14,374.25
Subtotal for 101-3414-541.3400								28,748.50
9/17/15	143748	126652		NEXTEL COMMUNICATIONS	168901	9/24/15	101-3414-541.4100	11.40
8/20/15	143424	126441		NEXTEL COMMUNICATIONS	168900	9/24/15	101-3414-541.4100	98.70
Subtotal for 101-3414-541.4100								110.10
7/20/15	142728	125917		TPH ACQUISITION LLLP	168614	9/04/15	101-3414-541.4650	228.96
Subtotal for 101-3414-541.4650								228.96
8/12/15	143193	126277		IMPERIAL BUILDERS & SUPPLY	168569	9/04/15	101-3414-541.5200	359.35
8/21/15	143432	126446		TRAIL SAW & MOWER SERVICE, INC.	168615	9/04/15	101-3414-541.5200	388.50
Subtotal for 101-3414-541.5200								747.85
Subtotal for Fund 101 STREETS IMPROVEMENT FUND								74,356.69
8/07/15	143128	126227	20150004	DANNY L. DULGAR, INC.	168542	9/04/15	102-3413-541.6300	750.00
Subtotal for 102-3413-541.6300								750.00
Subtotal for Fund 102 TRANSPORTATION IMPACT FEES								750.00
9/28/15	143889			CITY OF AOPKA	1307	9/28/15	103-2291-521.4650	28,705.50
Subtotal for 103-2291-521.4650								28,705.50
3/06/15	140050	123882		GT DISTRIBUTORS	1305	9/24/15	103-2291-521.5200	1,995.40
3/06/15	140050	123882		GT DISTRIBUTORS	168937	9/24/15	103-2291-521.5200	9,416.60
3/06/15	140049	123881		SSD INTERNATIONAL INC	1304	9/24/15	103-2291-521.5200	9,570.00
Subtotal for 103-2291-521.5200								20,982.00
9/28/15	143889			CITY OF AOPKA	1307	9/28/15	103-2291-521.6400	15,294.50
Subtotal for 103-2291-521.6400								15,294.50
Subtotal for Fund 103 LAW ENFORCEMENT TRUST-FEDERAL								64,982.00
4/01/15	140659	124311		SOUTHERN AQUATIC MANAGEMENT, INC	168602	9/04/15	120-3151-538.3400	505.00
Subtotal for 120-3151-538.3400								505.00
8/20/15	143424	126441		NEXTEL COMMUNICATIONS	168900	9/24/15	120-3151-538.4100	27.93
Subtotal for 120-3151-538.4100								27.93
8/18/15	143329	126370		LAKE JEM FARMS INC.	168576	9/04/15	120-3151-538.6308	260.00
8/19/15	143352	126390		R.H. SITE	168687	9/11/15	120-3151-538.6308	4,513.00
8/17/15	143252	126317		R.H. SITE	168687	9/11/15	120-3151-538.6308	5,883.00
Subtotal for 120-3151-538.6308								10,656.00
Subtotal for Fund 120 STORMWATER SPECIAL REVENUE FUND								11,188.93
9/17/15	143731			MJ ALTMAN COMPANIES, INC.	168786	9/17/15	401-117.0000	411.00
Subtotal for 401-117.0000								411.00
8/11/15	143144	126240		BATTERIES PLUS	168533	9/04/15	401-141.1120	424.80
8/10/15	143136	126234		SAFETY PRODUCTS INC	168600	9/04/15	401-141.1120	911.90
8/11/15	143159	126248		NORTHERN SAFETY CO.,INC.	168584	9/04/15	401-141.1120	1,212.95
7/22/15	142795	125971		SOUTHERN LOCK AND SUPPLY CO	168603	9/04/15	401-141.1120	1,539.91
7/08/15	142563	125797		ZEP SALES & SERVICE	168624	9/04/15	401-141.1120	1,017.34
8/27/15	143501	126495		SAFETY PRODUCTS INC	168600	9/04/15	401-141.1120	330.00
8/28/15	143505	126500		SAFETY PRODUCTS INC	168692	9/11/15	401-141.1120	504.48
8/28/15	143504	126499		CYPRESS SUPPLY INC	168738	9/17/15	401-141.1120	385.32
4/30/15	141313	124817		H D SUPPLY WATER WORKS, LTD.	168765	9/17/15	401-141.1120	4,880.00
8/24/15	143463	126478		H D SUPPLY WATER WORKS, LTD.	168765	9/17/15	401-141.1120	10,282.51
9/16/15	143719	126641		H D SUPPLY WATER WORKS, LTD.	168884	9/24/15	401-141.1120	5,436.00

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9/11/15	143657	126590		H D SUPPLY WATER WORKS, LTD.	168884	9/24/15	401-141.1120	462.96
7/09/15	142575	125802		H D SUPPLY WATER WORKS, LTD.	168884	9/24/15	401-141.1120	10,366.16
7/16/15	142690	125885		H D SUPPLY WATER WORKS, LTD.	168884	9/24/15	401-141.1120	17,516.25
Subtotal for 401-141.1120								55,270.58
4/07/15	140808	124435		REISS ENGINEERING INC	168689	9/11/15	401-3010-539.3100	16,179.50
Subtotal for 401-3010-539.3100								16,179.50
10/13/14	137092	121771		AMERICAN MESSAGING	168842	9/24/15	401-3010-539.4100	38.39
Subtotal for 401-3010-539.4100								38.39
9/09/15	143587	126555		UPS FREIGHT	168706	9/11/15	401-3010-539.4200	15.14
Subtotal for 401-3010-539.4200								15.14
12/17/14	138545	122779		COPIER CONNECTION LLC	168862	9/24/15	401-3010-539.4600	81.87
Subtotal for 401-3010-539.4600								81.87
8/20/15	143416	126434		OFFICE DEPOT	168587	9/04/15	401-3010-539.5100	104.81
Subtotal for 401-3010-539.5100								104.81
9/10/15	143603			PUBLIC SERVICES PETTY CASH	168686	9/11/15	401-3010-539.5200	28.92
9/11/15	143658	126591		APOPKA PLAQUE AND TROPHY	168726	9/17/15	401-3010-539.5200	60.00
9/15/15	143711	126634		ARAMARK UNIFORM SERVICES, INC.	168848	9/24/15	401-3010-539.5200	24.48
Subtotal for 401-3010-539.5200								113.40
8/07/15	143107	126190		APOPKA BOTTLE & R.V.GAS CENTER IN	168529	9/04/15	401-3010-539.5250	61.32
Subtotal for 401-3010-539.5250								61.32
9/09/15	143598	126562		AECOM COMPANY	168718	9/17/15	401-3111-533.3100	6,507.10
Subtotal for 401-3111-533.3100								6,507.10
8/24/15	143457	126466		WHITEHEAD, CHARLES	168623	9/04/15	401-3111-533.4000	62.10
9/17/15	143744			PUBLIC SERVICES PETTY CASH	168797	9/17/15	401-3111-533.4000	82.24
Subtotal for 401-3111-533.4000								144.34
10/06/14	136816	121595		VERIZON WIRELESS	168709	9/11/15	401-3111-533.4100	72.14
10/07/14	136910	121692		SWIFTREACH NETWORKS, INC.	168924	9/24/15	401-3111-533.4100	533.28
8/20/15	143424	126441		NEXTEL COMMUNICATIONS	168900	9/24/15	401-3111-533.4100	29.80
9/24/15	143810			CENTURYLINK	168857	9/24/15	401-3111-533.4100	150.00
10/13/14	137092	121771		AMERICAN MESSAGING	168842	9/24/15	401-3111-533.4100	15.83
Subtotal for 401-3111-533.4100								801.05
9/10/15	143628			DUKE ENERGY	168747	9/17/15	401-3111-533.4300	3,317.93
Subtotal for 401-3111-533.4300								3,317.93
8/19/15	143360	126396		LaMOTTE COMPANY	168578	9/04/15	401-3111-533.4600	130.37
8/14/15	143230	126298		TRAIL SAW & MOWER SERVICE, INC.	168615	9/04/15	401-3111-533.4600	327.40
11/25/14	138060	122441		CANON SOLUTIONS AMERICA, INC	168535	9/04/15	401-3111-533.4600	10.14
8/18/15	143320	126365		AWC INC.	168532	9/04/15	401-3111-533.4600	814.45
8/07/15	143104	126187		R.C. BEACH & ASSOCIATES, INC.	168799	9/17/15	401-3111-533.4600	71.29
9/11/15	143659	126592		ALLEN'S REFRIGERATION & AIR COND.	168719	9/17/15	401-3111-533.4600	3,800.00
8/21/15	143441	126455		MALTBYS TREE SERVICE INC.	168785	9/17/15	401-3111-533.4600	800.00
9/09/15	143589	126556		FLORIDA ARMATURE WORKS, INC.	168879	9/24/15	401-3111-533.4600	5,280.00
8/19/15	143362	126398		HARRINGTON INDUSTRIAL PLASTICS LL	168886	9/24/15	401-3111-533.4600	1,822.68
8/25/15	143474	126483		STEWART'S ELECTRIC MOTOR WORKS	168922	9/24/15	401-3111-533.4600	620.93
2/19/15	139793	123646		HOME DEPOT CREDIT SERVICES	168888	9/24/15	401-3111-533.4600	27.03
9/01/15	137447	122006		FASTENAL COMPANY	168875	9/24/15	401-3111-533.4600	8.59
Subtotal for 401-3111-533.4600								13,712.88
7/20/15	142725	125914		FASTENAL COMPANY	168551	9/04/15	401-3111-533.4650	87.20
7/22/15	142797	125973		K & K GLASS INC	168775	9/17/15	401-3111-533.4650	45.00
Subtotal for 401-3111-533.4650								132.20
11/25/14	138059	122440		PHENOVA, INC.	168592	9/04/15	401-3111-533.5200	380.68
8/24/15	143458	126467		ALLIED UNIVERSAL CORPORATION	168526	9/04/15	401-3111-533.5200	1,782.40

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9/10/15	143603			PUBLIC SERVICES PETTY CASH	168686	9/11/15	401-3111-533.5200	24.26
9/10/15	143636	126570		PACE ANALYTICAL SERVICES, INC.	168793	9/17/15	401-3111-533.5200	175.00
9/08/15	143580	126551		ALLIED UNIVERSAL CORPORATION	168720	9/17/15	401-3111-533.5200	1,998.72
2/24/15	139861	123705		L & B DISTRIBUTING	168776	9/17/15	401-3111-533.5200	27.95
9/16/15	143721	126643		ALLIED UNIVERSAL CORPORATION	168840	9/24/15	401-3111-533.5200	1,964.80
2/06/15	139447	123455		AWC INC.	168849	9/24/15	401-3111-533.5200	823.01
9/15/15	143711	126634		ARAMARK UNIFORM SERVICES, INC.	168848	9/24/15	401-3111-533.5200	84.06
4/01/15	140666	124316		HOME DEPOT CREDIT SERVICES	168888	9/24/15	401-3111-533.5200	109.60
Subtotal for 401-3111-533.5200								7,370.48
9/03/15	143563			EARLE, CHARLES	168548	9/04/15	401-3111-533.5220	175.00
9/10/15	143614			SANTANA, KIMBERLY	168693	9/11/15	401-3111-533.5220	200.00
9/10/15	143615			TOWNSEND, JAMES	168700	9/11/15	401-3111-533.5220	154.79
9/10/15	143624			HONSBERGER, LYNN	168669	9/11/15	401-3111-533.5220	100.89
Subtotal for 401-3111-533.5220								630.68
8/19/15	143331	126372		PETROLEUM TRADERS CORP.	168682	9/11/15	401-3111-533.5250	4,219.98
Subtotal for 401-3111-533.5250								4,219.98
5/21/15	141732	125164		UNIVERSITY ENTERPRISES, INC.	168621	9/04/15	401-3111-533.5500	110.00
Subtotal for 401-3111-533.5500								110.00
8/03/15	142995	126123		AWC INC.	168644	9/11/15	401-3111-533.6400	6,000.00
9/10/15	143637	126571		AWC INC.	168729	9/17/15	401-3111-533.6400	1,224.61
Subtotal for 401-3111-533.6400								7,224.61
9/09/15	143598	126562		AECOM COMPANY	168718	9/17/15	401-3121-535.3100	11,394.15
Subtotal for 401-3121-535.3100								11,394.15
9/16/15	143712	126635		WRIGHT, DAVID	168936	9/24/15	401-3121-535.4000	71.30
Subtotal for 401-3121-535.4000								71.30
9/17/15	143748	126652		NEXTEL COMMUNICATIONS	168901	9/24/15	401-3121-535.4100	71.32
8/20/15	143424	126441		NEXTEL COMMUNICATIONS	168900	9/24/15	401-3121-535.4100	98.52
10/13/14	137092	121771		AMERICAN MESSAGING	168842	9/24/15	401-3121-535.4100	23.35
Subtotal for 401-3121-535.4100								193.19
9/09/15	143587	126555		UPS FREIGHT	168706	9/11/15	401-3121-535.4200	59.31
Subtotal for 401-3121-535.4200								59.31
9/10/15	143628			DUKE ENERGY	168747	9/17/15	401-3121-535.4300	5,198.28
Subtotal for 401-3121-535.4300								5,198.28
1/06/15	138745	122918		SOUTHERN AQUATIC MANAGEMENT, INC.	168697	9/11/15	401-3121-535.4600	190.00
7/08/15	142553	125794		AQUA PURE WATER & SEWAGE SERVICE	168641	9/11/15	401-3121-535.4600	225.00
10/06/14	136819	121570		T3 CUSTOM FABRICATION, INC.	168822	9/17/15	401-3121-535.4600	2,300.00
3/05/15	140011	123833		T3 CUSTOM FABRICATION, INC.	168925	9/24/15	401-3121-535.4600	1,940.00
2/19/15	139793	123646		HOME DEPOT CREDIT SERVICES	168888	9/24/15	401-3121-535.4600	17.51
9/16/15	143718	126640		T3 CUSTOM FABRICATION, INC.	168925	9/24/15	401-3121-535.4600	1,200.00
9/01/15	137447	122006		FASTENAL COMPANY	168875	9/24/15	401-3121-535.4600	8.59
Subtotal for 401-3121-535.4600								5,881.10
7/20/15	142728	125917		TPH ACQUISITION LLLP	168614	9/04/15	401-3121-535.4650	35.56
8/06/15	143069	126159		DON REID FORD	168546	9/04/15	401-3121-535.4650	214.54
7/20/15	142732	125921		TRAIL SAW & MOWER SERVICE, INC.	168703	9/11/15	401-3121-535.4650	108.01
8/21/15	143434	126448		LIBERTY TIRE SERVICES, LLC	168779	9/17/15	401-3121-535.4650	4.50
4/20/15	141074	124631		BELL RENTALS & SALES, INC.	168851	9/24/15	401-3121-535.4650	909.32
Subtotal for 401-3121-535.4650								1,271.93
8/24/15	143460	126469		SHELLEY'S SEPTIC TANKS	168601	9/04/15	401-3121-535.4900	7,000.00
8/24/15	143460	126469		SHELLEY'S SEPTIC TANKS	168695	9/11/15	401-3121-535.4900	6,000.00
8/24/15	143460	126469		SHELLEY'S SEPTIC TANKS	168918	9/24/15	401-3121-535.4900	6,000.00
Subtotal for 401-3121-535.4900								19,000.00

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8/14/15	143230	126298		TRAIL SAW & MOWER SERVICE, INC.	168615	9/04/15	401-3121-535.5200	327.39
8/20/15	143417	126435		KED GROUP, INC.	168574	9/04/15	401-3121-535.5200	5,934.00
8/20/15	143418	126436		GRAINGER	168562	9/04/15	401-3121-535.5200	400.78
11/25/14	138059	122440		PHENOVA, INC.	168592	9/04/15	401-3121-535.5200	203.57
8/24/15	143458	126467		ALLIED UNIVERSAL CORPORATION	168526	9/04/15	401-3121-535.5200	1,584.00
8/19/15	143344	126384		FLORIDA ARMATURE WORKS, INC.	168666	9/11/15	401-3121-535.5200	2,071.00
9/10/15	143603			PUBLIC SERVICES PETTY CASH	168686	9/11/15	401-3121-535.5200	12.00
6/08/15	142020	125360		COMPRESSED GAS SOLUTIONS, INC.	168651	9/11/15	401-3121-535.5200	484.60
9/08/15	143580	126551		ALLIED UNIVERSAL CORPORATION	168720	9/17/15	401-3121-535.5200	1,317.12
9/09/15	143595	126560		FLOWERS CHEMICAL LABORATORIES I	168758	9/17/15	401-3121-535.5200	670.00
8/10/15	143135	126233		FISHER SCIENTIFIC	168755	9/17/15	401-3121-535.5200	289.78
2/24/15	139861	123705		L & B DISTRIBUTING	168776	9/17/15	401-3121-535.5200	27.95
6/19/15	142270	125586		FLOWERS CHEMICAL LABORATORIES I	168758	9/17/15	401-3121-535.5200	135.00
9/15/15	143694	126617		FLOWERS CHEMICAL LABORATORIES I	168758	9/17/15	401-3121-535.5200	270.00
2/06/15	139447	123455		AWC INC.	168849	9/24/15	401-3121-535.5200	823.01
9/16/15	143721	126643		ALLIED UNIVERSAL CORPORATION	168840	9/24/15	401-3121-535.5200	1,361.28
9/15/15	143711	126634		ARAMARK UNIFORM SERVICES, INC.	168848	9/24/15	401-3121-535.5200	604.51
8/14/15	143235	126303		TWC SERVICES	168929	9/24/15	401-3121-535.5200	710.00
9/22/15	143788	126675		COMPRESSED GAS SOLUTIONS, INC.	168861	9/24/15	401-3121-535.5200	186.19
Subtotal for 401-3121-535.5200								17,412.18
8/19/15	143331	126372		PETROLEUM TRADERS CORP.	168682	9/11/15	401-3121-535.5250	2,172.89
Subtotal for 401-3121-535.5250								2,172.89
9/09/15	143594	126559		AWC INC.	168849	9/24/15	401-3121-535.6400	3,809.62
Subtotal for 401-3121-535.6400								3,809.62
2/23/15	139856	123736		VERIZON WIRELESS	168709	9/11/15	401-3131-536.4100	78.61
Subtotal for 401-3131-536.4100								78.61
8/19/15	143358	126395		WASTE MANAGEMENT OF VISTA LANDF	168711	9/11/15	401-3131-536.4300	2,302.12
9/10/15	143605	126565		OCE MT DORA LLC	168790	9/17/15	401-3131-536.4300	45.00
Subtotal for 401-3131-536.4300								2,347.12
7/20/15	142728	125917		TPH ACQUISITION LLLP	168614	9/04/15	401-3131-536.4650	21.04
8/06/15	143069	126159		DON REID FORD	168546	9/04/15	401-3131-536.4650	207.64
7/06/15	142502	125757		RING POWER CORPORATION	168599	9/04/15	401-3131-536.4650	1,062.44
7/09/15	142591	125807		RING POWER CORPORATION	168599	9/04/15	401-3131-536.4650	2,432.97
7/06/15	142498	125753		MULLINAX FORD	168581	9/04/15	401-3131-536.4650	835.85
7/20/15	142732	125921		TRAIL SAW & MOWER SERVICE, INC.	168703	9/11/15	401-3131-536.4650	48.44
9/14/15	143668	126599		TOTAL TRUCK PARTS	168825	9/17/15	401-3131-536.4650	125.90
8/21/15	143434	126448		LIBERTY TIRE SERVICES, LLC	168779	9/17/15	401-3131-536.4650	106.50
4/20/15	141075	124632		J.R.'S EQUIPMENT REPAIR	168771	9/17/15	401-3131-536.4650	810.00
6/26/15	142394	125672		RING POWER CORPORATION	168914	9/24/15	401-3131-536.4650	27.90
Subtotal for 401-3131-536.4650								5,678.68
8/20/15	143416	126434		OFFICE DEPOT	168587	9/04/15	401-3131-536.5100	39.40
Subtotal for 401-3131-536.5100								39.40
9/15/15	143711	126634		ARAMARK UNIFORM SERVICES, INC.	168848	9/24/15	401-3131-536.5200	124.33
Subtotal for 401-3131-536.5200								124.33
10/06/14	136816	121595		VERIZON WIRELESS	168709	9/11/15	401-3141-533.4100	36.07
4/23/15	141198	124724		VERIZON WIRELESS	168709	9/11/15	401-3141-533.4100	36.07
10/07/14	136860	121633		VERIZON WIRELESS	168709	9/11/15	401-3141-533.4100	75.22
8/20/15	143424	126441		NEXTEL COMMUNICATIONS	168900	9/24/15	401-3141-533.4100	32.93
10/13/14	137092	121771		AMERICAN MESSAGING	168842	9/24/15	401-3141-533.4100	15.44
Subtotal for 401-3141-533.4100								195.73
9/09/15	143587	126555		UPS FREIGHT	168706	9/11/15	401-3141-533.4200	231.95

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Subtotal for 401-3141-533.4200								231.95
8/19/15	143358	126395		WASTE MANAGEMENT OF VISTA LANDF	168711	9/11/15	401-3141-533.4300	1,000.00
Subtotal for 401-3141-533.4300								1,000.00
8/11/15	143154	126243		RING POWER CORPORATION	168599	9/04/15	401-3141-533.4400	569.20
Subtotal for 401-3141-533.4400								569.20
9/15/15	143710	126633		SUNSHINE STATE ONE CALL OF FL.INC.	168923	9/24/15	401-3141-533.4900	428.19
9/15/15	143711	126634		ARAMARK UNIFORM SERVICES, INC.	168848	9/24/15	401-3141-533.4900	174.57
Subtotal for 401-3141-533.4900								602.76
8/11/15	143155	126244		H D SUPPLY WATER WORKS, LTD.	168567	9/04/15	401-3141-533.5201	958.88
Subtotal for 401-3141-533.5201								958.88
5/08/15	141486	124955	20150006	FLORIDA DEPARTMENT OF	168757	9/17/15	401-3141-533.6300	650.00
Subtotal for 401-3141-533.6300								650.00
7/18/15	142722	125911		FEDEX OFFICE	168877	9/24/15	401-3161-533.4200	239.36
7/29/15	142910	126043		FEDEX OFFICE	168877	9/24/15	401-3161-533.4200	3,126.69
7/31/15	142958	126096		FEDEX OFFICE	168877	9/24/15	401-3161-533.4200	1,506.26
7/29/15	142911	126044		FEDEX OFFICE	168877	9/24/15	401-3161-533.4200	1,005.48
7/08/15	142559	125796		FEDEX OFFICE	168877	9/24/15	401-3161-533.4200	2,315.25
7/15/15	142678	125875		FEDEX OFFICE	168877	9/24/15	401-3161-533.4200	3,210.48
Subtotal for 401-3161-533.4200								11,403.52
3/01/15	143132	126230		ODOM ELECTRICAL SERVICES INC.	168678	9/11/15	401-3161-533.4600	100.00
Subtotal for 401-3161-533.4600								100.00
10/02/14	136710	121483		PRIDE ENTERPRISES	168594	9/04/15	401-3161-533.4700	216.03
10/02/14	136709	121482		AMERICAN MINORITY BUSINESS FORM:	168635	9/11/15	401-3161-533.4700	427.65
7/31/15	142958	126096		FEDEX OFFICE	168877	9/24/15	401-3161-533.4700	1,275.88
7/29/15	142911	126044		FEDEX OFFICE	168877	9/24/15	401-3161-533.4700	328.32
7/29/15	142910	126043		FEDEX OFFICE	168877	9/24/15	401-3161-533.4700	2,625.24
7/15/15	142678	125875		FEDEX OFFICE	168877	9/24/15	401-3161-533.4700	2,720.06
7/08/15	142559	125796		FEDEX OFFICE	168877	9/24/15	401-3161-533.4700	1,961.22
7/18/15	142722	125911		FEDEX OFFICE	168877	9/24/15	401-3161-533.4700	79.79
Subtotal for 401-3161-533.4700								9,634.19
4/23/15	141188	124719		OFFICE DEPOT	168587	9/04/15	401-3161-533.5100	4.32
10/02/14	136698	121471		STAPLES ADVANTAGE	168817	9/17/15	401-3161-533.5100	87.78
4/23/15	141188	124719		OFFICE DEPOT	168903	9/24/15	401-3161-533.5100	335.09
Subtotal for 401-3161-533.5100								427.19
6/25/15	142366	125649		SUNTRUST BANK	168609	9/04/15	401-3161-533.5200	269.75
9/11/15	143652	126586		JOHNSON BUILT, INC.	168773	9/17/15	401-3161-533.5200	287.00
Subtotal for 401-3161-533.5200								556.75
2/23/15	139856	123736		VERIZON WIRELESS	168709	9/11/15	401-3171-535.4100	78.62
12/19/14	138605	122809		VERIZON WIRELESS	168709	9/11/15	401-3171-535.4100	37.61
10/13/14	137092	121771		AMERICAN MESSAGING	168842	9/24/15	401-3171-535.4100	15.44
8/20/15	143424	126441		NEXTEL COMMUNICATIONS	168900	9/24/15	401-3171-535.4100	65.60
Subtotal for 401-3171-535.4100								197.27
8/19/15	143358	126395		WASTE MANAGEMENT OF VISTA LANDF	168711	9/11/15	401-3171-535.4300	2,143.76
9/15/15	143698	126621		WASTE MANAGEMENT OF VISTA LANDF	168933	9/24/15	401-3171-535.4300	1,013.32
Subtotal for 401-3171-535.4300								3,157.08
8/11/15	143154	126243		RING POWER CORPORATION	168599	9/04/15	401-3171-535.4400	569.20
9/01/15	143531	126521		CLOUD 9 SERVICES, INC	168649	9/11/15	401-3171-535.4400	1,200.00
9/10/15	143610	126566		LAPIN SERVICES	168777	9/17/15	401-3171-535.4400	900.00
9/10/15	143602	126563		SHELLEY'S SEPTIC TANKS	168810	9/17/15	401-3171-535.4400	550.00
9/10/15	143604	126564		FLORIDA CENTRAL RAILROAD	168756	9/17/15	401-3171-535.4400	150.00
Subtotal for 401-3171-535.4400								3,369.20

CITY OF AOPKA
Disbursements Report

By Account Number, Paid 9/01/15 thru 9/30/15

Date	Reference	P. O.	Project	Vendor	Check	Paid	Account Number	Amount
8/11/15	143160	126249		MICHIGAN ST. PUMP & ELECTRIC MOTC	168580	9/04/15	401-3171-535.4600	5,829.00
8/03/15	142990	126115		MICHIGAN ST. PUMP & ELECTRIC MOTC	168580	9/04/15	401-3171-535.4600	3,875.00
8/07/15	143106	126189		MICHIGAN ST. PUMP & ELECTRIC MOTC	168580	9/04/15	401-3171-535.4600	6,817.00
10/13/14	137072	121746		EVOQUA WATER TECHNOLOGIES LLC	168873	9/24/15	401-3171-535.4600	2,794.00
8/04/15	143012	126131		MICHIGAN ST. PUMP & ELECTRIC MOTC	168897	9/24/15	401-3171-535.4600	4,934.00
8/17/15	143269	126330		MICHIGAN ST. PUMP & ELECTRIC MOTC	168897	9/24/15	401-3171-535.4600	5,484.00
7/21/15	142755	125937		MICHIGAN ST. PUMP & ELECTRIC MOTC	168897	9/24/15	401-3171-535.4600	2,691.00
Subtotal for 401-3171-535.4600								32,424.00
8/20/15	143416	126434		OFFICE DEPOT	168587	9/04/15	401-3171-535.5100	273.50
Subtotal for 401-3171-535.5100								273.50
8/26/15	143486	126491		H D SUPPLY WATER WORKS, LTD.	168765	9/17/15	401-3171-535.5200	62.00
9/17/15	143744			PUBLIC SERVICES PETTY CASH	168797	9/17/15	401-3171-535.5200	19.00
8/27/15	143503	126497		H D SUPPLY WATER WORKS, LTD.	168765	9/17/15	401-3171-535.5200	1,279.00
9/17/15	143748	126652		NEXTEL COMMUNICATIONS	168901	9/24/15	401-3171-535.5200	72.14
8/17/15	143255	126319		BWI-AOPKA	168853	9/24/15	401-3171-535.5200	389.35
9/15/15	143711	126634		ARAMARK UNIFORM SERVICES, INC.	168848	9/24/15	401-3171-535.5200	108.48
Subtotal for 401-3171-535.5200								1,929.97
8/27/15	143503	126497		H D SUPPLY WATER WORKS, LTD.	168765	9/17/15	401-3171-535.6300	3,000.00
Subtotal for 401-3171-535.6300								3,000.00
8/26/15	143485	126490		AMAZON HOSE AND RUBBER CO	168527	9/04/15	401-3181-536.5200	301.34
8/27/15	143501	126495		SAFETY PRODUCTS INC	168600	9/04/15	401-3181-536.5200	1,320.00
8/27/15	143496	126493		ANGELO'S AGGREGATE MATERIALS LTI	168638	9/11/15	401-3181-536.5200	201.72
9/15/15	143711	126634		ARAMARK UNIFORM SERVICES, INC.	168848	9/24/15	401-3181-536.5200	51.32
Subtotal for 401-3181-536.5200								1,874.38
10/13/14	137092	121771		AMERICAN MESSAGING	168842	9/24/15	401-3410-539.4100	7.76
Subtotal for 401-3410-539.4100								7.76
9/02/15	143549	126535		PRIDE ENTERPRISES	168907	9/24/15	401-3410-539.4200	24.08
Subtotal for 401-3410-539.4200								24.08
8/21/15	143434	126448		LIBERTY TIRE SERVICES, LLC	168779	9/17/15	401-3410-539.4650	3.00
Subtotal for 401-3410-539.4650								3.00
8/20/15	143416	126434		OFFICE DEPOT	168587	9/04/15	401-3410-539.5100	41.90
Subtotal for 401-3410-539.5100								41.90
8/20/15	143415	126433		COSTCO / ATT. KERRY	168736	9/17/15	401-3410-539.5200	99.99
Subtotal for 401-3410-539.5200								99.99
8/06/15	143093	126177		ADVANCED GRAPHICS TECHNOLOGY, II	168632	9/11/15	401-3410-539.5500	680.00
7/22/15	142811	125986		AMERICAN PUBLIC WORKS ASSN	168843	9/24/15	401-3410-539.5500	296.64
Subtotal for 401-3410-539.5500								976.64
Subtotal for Fund 401 WATER AND WASTEWATER OPERATING FUND								264,888.29
10/13/14	137092	121771		AMERICAN MESSAGING	168842	9/24/15	402-3210-534.4000	23.35
Subtotal for 402-3210-534.4000								23.35
9/09/15	143587	126555		UPS FREIGHT	168706	9/11/15	402-3210-534.4200	20.24
Subtotal for 402-3210-534.4200								20.24
8/21/15	143450	126475		WASTE MANAGEMENT OF VISTA LANDF	168622	9/04/15	402-3210-534.4300	8,635.22
8/21/15	143451	126476		GREENLEAF COMPACTION, INC.	168563	9/04/15	402-3210-534.4300	210.00
8/20/15	143396	126417		OCU - SOLID WASTE DIVISION	168585	9/04/15	402-3210-534.4300	74,908.44
9/01/15	143533	126523		WASTE MANAGEMENT OF VISTA LANDF	168711	9/11/15	402-3210-534.4300	6,611.44
9/15/15	143699	126622		OCU - SOLID WASTE DIVISION	168902	9/24/15	402-3210-534.4300	70,403.44
9/15/15	143698	126621		WASTE MANAGEMENT OF VISTA LANDF	168933	9/24/15	402-3210-534.4300	6,940.34
Subtotal for 402-3210-534.4300								167,708.88
7/31/15	142976	126101		FORGE FASTENER & SUPPLY CO,	168560	9/04/15	402-3210-534.4650	158.54
7/06/15	142503	125758		TAMPA CRANE & BODY, INC.	168610	9/04/15	402-3210-534.4650	1,586.94

CITY OF AOPKA
Disbursements Report

By Account Number, Paid 9/01/15 thru 9/30/15

Date	Reference	P. O.	Project	Vendor	Check	Paid	Account Number	Amount
8/25/15	143473	126482		GROENEVELD	168564	9/04/15	402-3210-534.4650	471.37
7/20/15	142728	125917		TPH ACQUISITION LLLP	168614	9/04/15	402-3210-534.4650	712.26
7/31/15	142980	126105		JLM EQUIPMENT INC.	168573	9/04/15	402-3210-534.4650	791.64
9/14/15	143664	126595		A.O.K. TIRE MART	168716	9/17/15	402-3210-534.4650	1,902.50
7/14/15	142642	125858		A.O.K. TIRE MART	168716	9/17/15	402-3210-534.4650	1,447.50
9/14/15	143665	126596		A.O.K. TIRE MART	168716	9/17/15	402-3210-534.4650	1,935.00
9/14/15	143666	126597		A.O.K. TIRE MART	168835	9/24/15	402-3210-534.4650	2,289.44
Subtotal for 402-3210-534.4650								11,295.19
8/20/15	143393	126414		LABOR READY SOUTHEAST, INC.	168575	9/04/15	402-3210-534.4903	1,278.40
8/20/15	143395	126416		LABOR READY SOUTHEAST, INC.	168575	9/04/15	402-3210-534.4903	1,278.40
8/20/15	143394	126415		LABOR READY SOUTHEAST, INC.	168575	9/04/15	402-3210-534.4903	1,278.40
9/01/15	143541	126529		LABOR READY SOUTHEAST, INC.	168671	9/11/15	402-3210-534.4903	1,278.40
9/01/15	143542	126530		LABOR READY SOUTHEAST, INC.	168671	9/11/15	402-3210-534.4903	1,518.10
9/15/15	143697	126620		LABOR READY SOUTHEAST, INC.	168893	9/24/15	402-3210-534.4903	1,278.40
Subtotal for 402-3210-534.4903								7,910.10
4/14/15	141023	124590		OTTO ENVIRONMENTAL SYSTEMS (NC),	168589	9/04/15	402-3210-534.5200	22,216.32
4/14/15	141022	124589		OTTO ENVIRONMENTAL SYSTEMS (NC),	168791	9/17/15	402-3210-534.5200	18,120.24
9/15/15	143711	126634		ARAMARK UNIFORM SERVICES, INC.	168848	9/24/15	402-3210-534.5200	297.63
Subtotal for 402-3210-534.5200								40,634.19
Subtotal for Fund 402 SANITATION								227,591.95
3/10/15	140139	123952		CROM CORPORATION, THE	168653	9/11/15	403-205.0002	-4,270.00
6/23/15	142329	125629		COLLAGE DESIGN AND CONSTRUCTION	168650	9/11/15	403-205.0002	-33,656.67
3/10/15	140139	123952		CROM CORPORATION, THE	168737	9/17/15	403-205.0002	87,953.00
Subtotal for 403-205.0002								50,026.33
8/17/15	143258	126322	20150013	FERGUSON ENTERPRISES, INC.	168552	9/04/15	403-3115-535.6300	1,872.00
7/09/15	142598	125810	20150008	UNIVERSAL ENGINEERING SCIENCES, I	168620	9/04/15	403-3115-535.6300	1,288.38
7/23/15	142831	125998	20150013	FERGUSON ENTERPRISES, INC.	168552	9/04/15	403-3115-535.6300	34,967.26
8/17/15	143292	126346	20150016	H D SUPPLY WATER WORKS, LTD.	168567	9/04/15	403-3115-535.6300	38,780.75
4/07/15	140788	124417	20130003	AECOM COMPANY	168633	9/11/15	403-3115-535.6300	5,638.00
12/31/14	138674	122852	20130003	RING POWER CORPORATION	168690	9/11/15	403-3115-535.6300	18,079.35
3/10/15	140139	123952	20140008	CROM CORPORATION, THE	168653	9/11/15	403-3115-535.6300	42,700.00
3/10/15	140137	123932	20130003	VOGEL BROS. BUILDING CO	168710	9/11/15	403-3115-535.6300	684,000.00
6/23/15	142329	125629	20150008	COLLAGE DESIGN AND CONSTRUCTION	168650	9/11/15	403-3115-535.6300	336,566.73
12/17/14	138557	122786	20130003	XYLEM WATER SOLUTIONS USA, INC.	168715	9/11/15	403-3115-535.6300	251,080.00
3/10/15	140139	123952	20140008	CROM CORPORATION, THE	168737	9/17/15	403-3115-535.6300	40,470.00
1/07/15	138791	122958	20130003	CONSOLIDATED ELECTRICAL DIST.	168735	9/17/15	403-3115-535.6300	1,440.00
8/27/15	143495	126492	20150008	H D SUPPLY WATER WORKS, LTD.	168765	9/17/15	403-3115-535.6300	118,870.66
9/11/15	143653	126587	20150008	M. R. I. UNDERWATER SPECIALISTS, IN	168783	9/17/15	403-3115-535.6300	870.00
9/04/15	143573	126544	20150013	SHERWIN WILLIAMS	168920	9/24/15	403-3115-535.6300	309.70
8/20/15	143818		20150008	DUKE ENERGY	168871	9/24/15	403-3115-535.6300	4,074.79
8/24/15	143466	126473	20150008	CAROLLO ENGINEERS, INC.	168856	9/24/15	403-3115-535.6300	45.00
4/28/15	141268	124784	20150007	REISS ENGINEERING INC	168912	9/24/15	403-3115-535.6300	1,427.95
Subtotal for 403-3115-535.6300								1,582,480.57
Subtotal for Fund 403 WATER, WASTEWATER AND REUSE IMPACT FEES								1,632,506.90
8/18/15	143317	126362		ASCENT AVIATION GROUP INC	168727	9/17/15	410-141.1200	24,510.97
Subtotal for 410-141.1200								24,510.97
9/03/15	143554			RANDALL A. SOMERS	168596	9/04/15	410-4200-542.3400	1,000.00
9/17/15	143742			RANDALL A. SOMERS	168801	9/17/15	410-4200-542.3400	1,000.00
Subtotal for 410-4200-542.3400								2,000.00
9/03/15	143552			CENTURYLINK	168537	9/04/15	410-4200-542.4100	35.00
Subtotal for 410-4200-542.4100								35.00

CITY OF AOPKA
Disbursements Report

By Account Number, Paid 9/01/15 thru 9/30/15

Date	Reference	P. O.	Project	Vendor	Check	Paid	Account Number	Amount
9/10/15	143625			DUKE ENERGY	168747	9/17/15	410-4200-542.4300	603.55
Subtotal for 410-4200-542.4300								603.55
Subtotal for Fund 410 AIRPORT								27,149.52
							Grand Total	3,042,838.59

Backup material for agenda item:

3. Authorize issuance of a Vehicle-For-Hire Permit, to be valid for one year, to Extreme Limousine, Inc., owned by Cortland and Amy Decker, to operate a limousine service.



**CITY OF APOPKA
CITY COUNCIL**

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

MEETING OF: October 21, 2015
 FROM: Administration
 EXHIBITS: Vehicle for Hire Application

**SUBJECT: VEHICLE FOR HIRE PERMIT – EXTREME LIMOUSINE, INC.,
C/O CORTLAND DECKER**

**Request: AUTHORIZE ISSUANCE OF A VEHICLE FOR HIRE PERMIT TO
EXTREME LIMOUSINE, INC., OWNED BY FORTLAND AND
AMY DECKER.**

SUMMARY

Cortland Decker, of Extreme Limousine, Inc., is requesting approval to operate a limousine service.

The application has been reviewed and approved by the Police, Fire, Community Development Departments and Risk Management. The applicant has also provided proof of liability insurance, submitted to a background check, and provided a hold harmless agreement. If approved, the permit would be valid for one-year.

FUNDING SOURCE:

N/A

RECOMMENDED ACTION:

Authorize issuance of a Vehicle for Hire permit to Extreme Limousince, Inc., owned by Cortland and Amy Decker.

DISTRIBUTION

Mayor Kilsheimer
 Commissioners (4)
 City Administrator Irby
 Community Dev. Director

Finance Director
 HR Director
 IT Director
 Police Chief

Public Ser. Director
 City Clerk
 Fire Chief

10958



Community Development Department
120 East Main Street
Apopka, Florida 32703
Phone: 407-703-1712
communitydevelopment@apopka.net

VEHICLE FOR HIRE PERMIT APPLICATION

FILING THIS APPLICATION AND REMITTING THE APPLICATION AND VEHICLE FOR HIRE FEE(S) FOR A CITY VEHICLE FOR HIRE PERMIT DOES NOT ALLOW THE APPLICANT TO OPERATE OR ENGAGE IN ANY TYPE OF BUSINESS, OCCUPATION OR PROFESSION UNTIL A VEHICLE FOR HIRE PERMIT IS ISSUED TO THE APPLICANT. NOTE: THE \$10.00 NON-REFUNDABLE APPLICATION FEE IS IN ADDITION TO THE BUSINESS TAX FEE(S).

Business Information	Owner Information (If corporation, provide corporate officer information)
Name: <u>Extreme Limousine Inc.</u>	Name: <u>Amy Decker/Cortland Decker</u>
Address: <u>P.O. Box 43</u>	Address: <u>2583 Sheila Dr</u>
Shopping Center: <u>(Post office Box)</u>	City/State/Zip: <u>APOPKA FL 32712</u>
City/State/Zip: <u>Plymouth FL 32768</u>	Phone: <u>407-733-9221</u> Fax: <u>NA</u>
Phone: <u>407-814-0028</u> Fax: <u>NA</u>	Email Address: <u>extreme</u>
Mailing Address (If different than above) <u>orbndoextremelimo@gmail.com</u>	
Street: <u>"Either of the above"</u>	
City/State/Zip	

List of Vehicles to be used:

Make: <u>Lincoln-limousine</u>	Model: <u>Town car</u>	Tag #: <u>CJY 797</u>	Color: <u>white</u>
Make: <u>Lincoln</u>	Model: <u>Town car</u>	Tag #: <u>CSW 760</u>	Color: <u>black</u>
Make: _____	Model: _____	Tag #: _____	Color: _____

Have you ever been convicted of any felony, misdemeanor, or violation of any municipal ordinance? Yes No

If yes, please explain:

Name/Address/Phone Number of two (2) reliable character/business references: alongwood, FL 32779

Name: <u>Patricia Peligrino</u>	Address: <u>101 Cambridge Dr.</u>	Phone No.: <u>407 252-7469</u>
Name: <u>Jon DeClive</u>	Address: <u>CF Insurance Services Inc</u>	Phone No.: <u>407 854-7843</u>

Federal Tax ID Number (FEI#): 46-4274322 Apopka OR FL Social Security #: [REDACTED]

Fictitious Name Registration #: Extreme Limousine Inc Corporate Doc #: P13000092818

Department	Approved	Denied	Date	Comments:
CD - Zoning:	<u>DBM</u>		<u>10-12-15</u>	
Fire:	<u>Bahr</u>		<u>10/12/15</u>	
Police:	<u>RK</u>		<u>10-7-15</u>	
Risk Management:	<u>Yes KF</u>		<u>10-7-15</u>	
City Council:				

Application Fee: \$10.00 Date Paid: _____ Date Issued: _____ Issued by: _____
Bus Tax Subtotal: \$ _____ Total Paid: \$ _____ Cash Credit/Debit: Check #: _____

50 for fingerprints/Background check on 9-29-15 (#4209)

INDEMNITY AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT made and entered into this 22nd day of September, 2015, by and between, Amy Decker hereinafter referred to as "Business Owner" and the CITY OF APOPKA, FLORIDA, hereinafter referred to as "The City."

WHEREAS, Amy Decker hereby agrees to indemnify and hold harmless the City and all of the City's officers, representatives, employees, and/or agents arising out of, or resulting from any damages, injuries, or illness from any and all liability, including any injury to or death of any person, or damage to or destruction of property in or about the premises; defense costs, including attorney's fees and all other fees incidental to defense; loss or damage the City may suffer as a result of claims, demands, costs or judgments against it arising from participation in particular; held on the 22nd day of September, 2015, through the 22nd day of September 2016.

Amy Decker
Signature of Applicant

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 22nd day of September, 2015, by Amy Decker and who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Jeanne M. Green
Notary Public

Seal: 

Backup material for agenda item:

4. Authorize the Mayor or his designee to execute the Sewer and Water Capacity Agreement for Hilltop Reserve, Phase 2, fka Marden Village, Phase 1, or Marden Road Subdivision.



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER:

MEETING OF: October 21, 2015
FROM: Community Development
EXHIBITS: Vicinity Map
Agreement

SUBJECT: HILLTOP RESERVE, PHASE 2, FKA MARDEN VILLAGE PHASE 1 AND MARDEN ROAD SUBDIVISION (73 LOTS)

Request: AUTHORIZE THE MAYOR OR HIS DESIGNEE TO EXECUTE THE SEWER AND WATER CAPACITY AGREEMENT FOR HILLTOP RESERVE, PHASE 2, FKA MARDEN VILLAGE PHASE 1 AND MARDEN ROAD SUBDIVISION. (73 LOTS)

SUMMARY:

The City's standard Sewer and Water Capacity Agreement has been prepared for Hilltop Reserve, Phase 2 (formerly known as Marden Village, Phase 1, or Marden Road Subdivision) located at 1930 S. Hawthorne Avenue which is in Unincorporated Orange County.

FUNDING SOURCE:

Not applicable

RECOMMENDATION ACTION:

Authorize the Mayor or his designee to execute the Sewer and Water Capacity Agreement for Hilltop Reserve, Phase 2, fka Marden Village, Phase 1, or Marden Road Subdivision.

DISTRIBUTION

Mayor Kilsheimer
Commissioners (4)
City Administrator Irby
Community Dev. Director

Finance Director
HR Director
IT Director
Police Chief

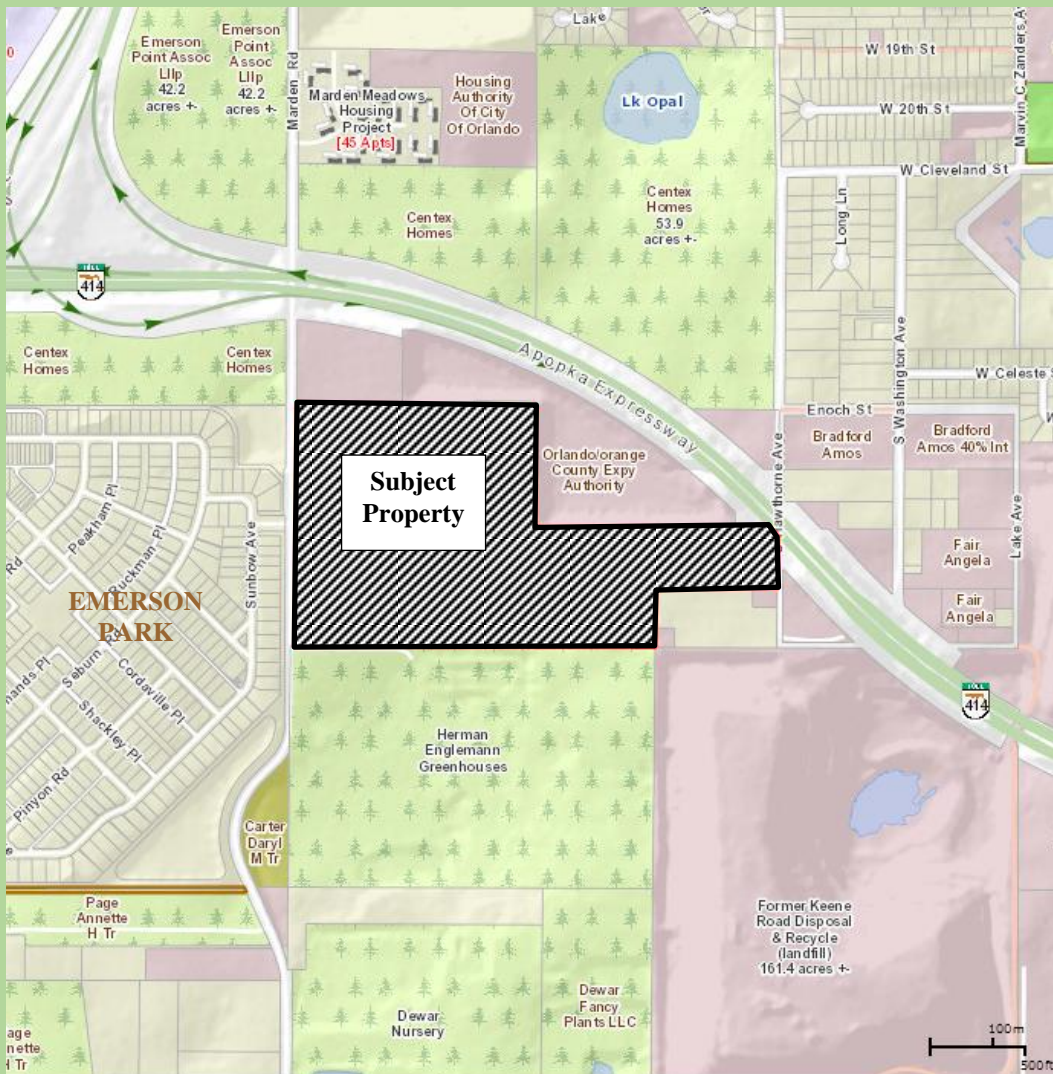
Public Ser. Director
City Clerk
Fire Chief



**HILLTOP RESERVE, PHASE 2
FKA MARDEN VILLAGE, PHASE 1, OR MARDEN ROAD SUBDIVISION**

**Owner: Columnar Development, LLC
Applicant/Engineer: Miller Legg
c/o Richard Villasenor, P.E.
1930 S. Hawthorne Avenue
Parcel ID # 21-21-28-0000-00-027
53.93 +/- Acres**

VICINITY MAP



SEWER AND WATER CAPACITY AGREEMENT

HILLTOP RESERVE, PH 2 FKA MARDEN VILLAGE & MARDEN ROAD SUBD. (73 LOTS)

THIS AGREEMENT, made as of this ____ day of _____, 20____,
by and between the City of Apopka, Florida, a municipal corporation, hereinafter
sometimes referred to as "City" or "Utility" or both; and

K. Hovnanian at Hilltop Reserve, LLC

151 Southhall Lane Suite 120

Maitland, Florida 32751

sometimes hereinafter referred to as "Owner" or "Developer" or both.

WHEREAS, in the City of Apopka Comprehensive Plan it has been established
that land development shall not be permitted unless adequate capital facilities exist or
are assured; and

WHEREAS, in the City of Apopka Comprehensive Plan the policy has been
established that land development shall bear a proportionate cost of the provision of the
new or expanded capital facilities required by such development; and

WHEREAS, the City of Apopka Comprehensive Plan established that the
imposition of impact fees and dedication requirements are the preferred methods of
regulating land development in order to ensure that it bears a proportionate share of the
cost of capital facilities necessary to accommodate the development and to promote
and protect the public health, safety and welfare; and

WHEREAS, the City Council of the City of Apopka has determined that the City
of Apopka must expand its water and sewer systems in order to maintain current water
and sewer standards if new development is to be accommodated without decreasing
current standards; and

WHEREAS, the City Council of the City of Apopka enacted an Ordinance providing for Water and Sewer Capital Facilities Fees and Tap Fees; and

WHEREAS, Developer owns or controls lands located in City of Apopka or Orange County, Florida, and described in Exhibit "A" attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as the "Property," and Developer intends to develop the Property by erecting thereon, individually metered units, general service units, or combination of these; and

WHEREAS, Developer has officially requested that the Utility provide central water distribution and sewage collection service for Developer's property herein described in Exhibit "A"; and

WHEREAS, the Utility is willing to provide, in accordance with the provisions of this Agreement, Utility's main extension policy and the City's Code of Ordinances, central water and sewer services to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive an adequate water supply and sewage collection and disposal service from Utility; and

WHEREAS, Developer's project and the receipt of water and sewer service is contingent upon the construction and utilization of existing and contemplated water and sewer service facilities and the availability of capacity of those facilities; and

WHEREAS, the Developer is obligated to pay certain Capital Facilities Fees in conjunction with this commitment for capacity and does desire to execute a Service Agreement with the City.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Compliance.

The Owner agrees that both he and his successors and assigns will abide by the provisions of this Agreement and the relevant Ordinances of the City and that he will install or have installed the improvements required by the City in accordance with the provisions of this Agreement and of said Ordinances. The Owner further understands and agrees that, in the development of the subject property, failure to abide by the terms of this Agreement, the provisions of the City's Ordinances, or any other applicable regulations, ordinances, or laws from time to time existing, shall constitute grounds for refusal by the City, or the appropriate authority thereof, to allow such development, to obtain building permits, to institute utility services, or to permit occupancy of completed improvements.

Section 2. Definitions.

A. "ERU (Water)" means Equivalent Residential Unit defined as having the average demand of 400 gallons per day.

B. "ERU (Sewer)" means Equivalent Residential Unit defined as having the average demand of 350 gallons per day.

C. "DEP" shall mean the Department of Environmental Protection of the State Florida.

D. "Notice To Proceed" - A document executed by the Developer requesting specific water.

E. "Point of Delivery" - The point where the pipes or meter of the Utility are connected with the pipes of the consumer or Owner. Unless otherwise indicated, Point of Delivery shall be at the Owner's lot line.

F. "Property" - The area or parcel of land described in Exhibit "A" attached hereto.

G. "Service" - The readiness and ability on the part of the Utility to furnish and maintain water and sewer service to the point of delivery for each lot or tract pursuant to applicable ordinances, laws, rules, regulations, permits and Utility policies.

Section 3. On-Site Installation.

To induce the Utility to provide the water treatment and sewage collection and disposal facilities, and to continuously provide Owner's Property with water and sewer services, unless otherwise provided for herein, Owner hereby covenants and agrees to construct and to transfer ownership and control to the Utility, as a contribution-in-aid-of-construction, the on-site water distribution and sewage collection systems located on Owner's Property. The term "on-site water distribution and sewer collection systems" means and includes all water distribution and supply mains, lines and pipes, and related facilities and sewage collection lines facilities and equipment, including pumping stations, constructed within the boundaries of Owner's Property adequate in size to serve each lot or unit within the property or as otherwise required by Utility. Owner shall install at its sole expense all of the aforesaid facilities within the Property in accordance with the plans, specifications and all other pertinent documents approved by the Utility. Developer will furnish Utility with three (3) copies of the plans and specifications for the water distribution system, sewage collection main lift stations and other facilities necessary to serve the property described in Exhibit "A".

Developer shall obtain approval of plans and specifications from all necessary agencies. No construction shall commence until utility and appropriate regulatory

agencies have approved such plans and specifications in writing. If construction commences prior to all such approvals and any other approvals required hereunder, Utility shall have no responsibility to accept such lines and facilities and Utility may elect to terminate this Agreement and/or not provide service to Developer until such time as Developer obtains all such required approvals. When permits and approved plans are returned by appropriate regulatory agencies to Developer, Developer shall submit to Utility one copy of the water and/or sewer construction permit and approved plans. Developer shall also supply to the Utility a copy of the final estimate or payment covering all contract items and Release of Lien from Contractor(s).

After the approval of plans and specifications by Utility and appropriate regulatory agencies, Developer, or the engineer of record, shall set up a preconstruction conference with engineer of record, utility contractor, appropriate building official(s), all other utility companies involved in the development of the Property, and Utility, as may be appropriate.

Developer shall provide to Utility's representative forty-eight (48) hours written notice prior to commencement of construction and forty-eight (48) hours written notice prior to any inspections or tests being performed as described herein. "Notice" shall be complete when Utility actually receives same.

During the construction of the water distribution and sewage collection systems by Developer, Utility shall have the right to inspect such installations to determine compliance with the approved plans and specifications. The engineer of record shall also inspect construction to insure compliance with the approved plans and specifications. The engineer of record and utility contractor shall be present for all

standard tests and inspections for pressure, exfiltration, line and grade, and all other normal engineering tests and inspections to determine that the systems have been installed in accordance with the approved plan and specifications, and good engineering practices.

Upon completion of construction, Developer's engineer of record shall submit to Utility a copy of the signed certification of completion submitted to the appropriate regulatory agencies. If certification is for the water distribution system, a copy of the bacteriological results and a sketch showing locations of all sample points shall be included. The engineer of record shall also submit to Utility paper copies of the as-built plans prepared signed and sealed by the engineer of record. Developer will provide Utility with three (3) copies of the approved paving and drainage plans. Developer will provide Utility with three (3) copies of the approved subdivision plat.

Section 4. Off-Site Installation.

The Developer will construct and install water mains, gravity sewer lines, lift station(s) and force main(s) from Developer's property to the Utility existing facilities in accordance with overall master plans of the utility system and in accordance with approved engineering plans and specifications. At all times prior to, during and upon completion of the construction of the extensions of water and sewer lines, Utility shall have the right to inspect and approve all construction plans and specifications, piping, connections, equipment, materials and construction work being provided or performed, or previously provided or performed, by or on behalf of the Developer. Such approval shall not be unreasonably withheld or delayed by Utility, and any costs of such inspections shall be borne by Utility. It shall be the Developer's responsibility to insure

that all construction fully meets the plans and specifications approved by the Utility. The cost of inspections resulting from required corrective action shall be borne by the Developer. As conditions precedent to receiving water and sewer service, Developer shall:

A. Provide Utility with three (3) copies of the approved subdivision plat.

B. Provide Utility with three (3) copies of the approved paving and drainage plans of the development.

C. Furnish Utility with three (3) copies of the plans, specifications and engineering cost estimate for the water distribution system, sewage collection system, lift station(s) and other facilities necessary to serve the property described in Exhibit "A". Developer must receive approval from Utility of said plans, specifications and engineering cost estimate prior to proceeding with any construction of the facilities.

D. Obtain approval of the plans and specifications from all necessary governmental agencies, including, but not limited to, the Florida Department of Environmental Protection and the City of Apopka. No construction shall commence until Utility and appropriate regulatory agencies have approved such plans and specifications in writing. When permits and approved plans are returned by appropriate regulatory agencies to Developer, Developer shall submit to Utility one (1) copy of water and/or sewer construction permit and approved plans.

E. After the approval of plans and specifications by Utility and appropriate regulatory agencies, Developer, or the engineer of record shall set up a preconstruction conference with engineer of record, utility contractor, appropriate building official(s), all other utility companies involved in the development of the Property, and Utility, as may

be appropriate.

Developer shall provide to Utility's representative forty-eight (48) hours written notice prior to commencement of construction and forty-eight (48) hours written notice prior to any inspections or tests being performed as described herein. "Notice" shall be complete when Utility actually received same.

During the construction of the water distribution and sewage collection systems by Developer, the Utility shall have the right to inspect such installations to determine compliance with the approved plans and specifications. The engineer of record shall also inspect construction to assure compliance with the approved plans and specifications. The engineer of record and utility contractor shall be present at all standard tests and inspections for pressure, exfiltration, line and grade, and all other normal engineering tests and inspections to determine that the systems have been installed in accordance with the approved plans and specifications, and good engineering practices.

F. Upon completion of construction, Developer's engineer of record shall submit to Utility a copy of the signed certifications of completion submitted to the appropriate regulatory agencies. If certification is for the water distribution system, a copy of the bacteriological results and a sketch showing locations of all sample points shall be included.

Developer's engineer shall deliver one (1) set of paper copies of "As-built" engineering plans, prepared signed and sealed by the professional engineer of record, showing the location of all water and sewer systems and services installed, and certification by the professional engineer of record to the Utility that such systems and

services, as built, comply with the plans and specifications approved by the Utility.

Furnish proof satisfactory to the Utility that the installation of the facilities and all contractors, subcontractors, materialmen and laborers have been paid in full, and provide an engineer's certificate of total cost of improvements, i.e., by Release of Lien or other appropriate means.

G. As per this Agreement, Developer shall install, at its sole expense, all of the aforesaid facilities off-site, in accordance with the plans and specifications approved by the Utility. The Utility agrees it will complete its review of the plans and specifications within thirty (30) days of receipt from the Developer.

H. Developer hereby agrees to transfer to Utility title to all water distributions and sewage collection systems installed by Developer or Developer's contractor, pursuant to the provisions of this Agreement. Such conveyance shall take effect at the time Utility issues its final letter of acceptance. As further evidence of said transfer to title, upon completion of the installation, but prior to the issuance of the final letter of acceptance and the rendering of service by Utility, Developer shall:

I. Provide Utility with copies of Release of Lien for said Property.

J. Developer shall assign any and all warranties and/or maintenance bonds and the rights to enforce same to the Utility which Developer obtains from any contractor constructing the utility systems. Developer shall remain secondarily liable on such warranties. If Developer does not obtain such written warranty and/or maintenance bond from its contractor and deliver same to Utility, which warranty and/or maintenance bond shall be for a minimum period of one year, then in such event, Developer by the terms of this instrument, agrees to indemnify and save harmless the Utility for an loss,

damages, costs, claims, suits, debts, or demands by reason of latent defects in the systems which could not have been reasonably discovered upon normal engineering inspection, for a period of one year from the date of acceptance by the Utility of said utility systems.

K. The Developer shall provide Utility with all appropriate operations/maintenance and parts manuals.

L. The Developer shall further cause to be conveyed to Utility all easements and/or rights-of-way covering areas in which water and sewer systems are installed, by recordable document in form satisfactory to the Utility and shall convey title to the Utility, by recordable document in form satisfactory to Utility, and lift stations constructed on Developer's Property along with recordable ingress/egress easement documents.

M. Utility agrees that the issuance of the final letter of acceptance for the water distribution and sewage collection systems installed by Developer shall constitute the assumption of responsibility by Utility for the continuous operation and maintenance of such systems from that date forward.

Section 5. Easement.

Developer hereby grants and gives to Utility, its successors and assigns, but subject to the terms of this Agreement, the exclusive right or privilege to construct, own, maintain or operate the water and sewer facilities to serve the Property; and the exclusive right or privilege to construct, own, maintain or operate the said facilities in, under, upon, over and across the present and future streets, roads, alleys and easements, reserved utility strips and utility sites, and any public place as provided and

dedicated to public use in the record plats, or as provided for in agreements, dedications or grants made otherwise and is independent of said record plats. Mortgagees, if any, holding prior liens on the Property shall be required to either release such lien, subordinate their positions or join in the grant or dedication of the easements or rights-of-way, or give to Utility assurance by way of a "non-disturbance agreement," that in the event of foreclosure, mortgagee would continue to recognize the easement rights of Utility, as long as Utility complies with the terms of this Agreement. All water distribution and sewage collection facilities, save and except consumer installations, shall be covered by easements or rights-of-way if not located within platted or dedicated road or rights-of-ways for utility purposes.

Developer hereby further agrees that the foregoing grants include the necessary right of ingress and egress to any part of the Developer's property upon which Utility is constructing or operating utility facilities. The foregoing grants shall be for such period of time as Utility or its successors or assigns require such rights, privileges or easements in the construction, ownership, maintenance, operation or expansion of the water and sewer facilities. The parties agree that in the event Developer and Utility agree to install any of the water or sewer facilities in lands within the Property lying outside the streets and easement areas described above, then Developer or the owner shall grant to Utility, the necessary easement or easements for such "private property" installation; provided, all such "private property" installations by Utility shall be made in such a manner as not to interfere with the then primary use of such "private property". The use of easements granted by Developer to Utility shall not preclude the use by other utilities of these easements, such as for cable television, telephone, electric, or

gas utilities, or as otherwise agreed to by Utility, provided each does not interfere with Utility's use thereof.

The Utility hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water and sewer industry with respect to the installation of all its facilities in any of the easement areas.

Section 6. Utility's Exclusive Right to Utility Facilities.

Developer agrees with Utility that all water and sewer facilities accepted by Utility in connection with providing water and sewer services to the Property shall at all times remain in the sole, complete and exclusive ownership of Utility, its successors and assigns, and any person or entity owning any part of the Property or any residence, building, or unit constructed or located thereon, shall not have any right, title, claim or interest in and to such facilities or any part of them, for any purpose, including the furnishing of water and sewer services to other persons or entities located within or beyond the limits of the Property.

Section 7. Exclusive Right to Provide Service.

As a further and essential consideration of this Agreement, Developer, or the successors and assigns of Developer, shall not (the words "shall not" being used in a mandatory definition) engage in business or businesses of providing potable water or sewer services to the Property during the period of time Utility, its successors and assigns, provide water or sewer services to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Utility shall have the sole and exclusive right and privilege to provide water and sewer services to the Property and to the occupants of each residence, building or

unit constructed thereon, except for providing by Developer, from its own sources and lines for irrigation uses.

Section 8. Rates.

The Utility agrees that the rates to be charged to Developer and individual consumers of water and sewer services shall be those set forth by the City Council. However, notwithstanding any provision in this Agreement, the Utility, its successors and assigns, may establish, amend or revise, from time to time in the future, and enforce rates or rate schedules so established and enforced and shall at all times be reasonable and subject to approval by the City Council.

Notwithstanding any provision in this Agreement, the Utility may establish, amend or revise, from time to time, in the future, and enforce rules and regulations covering water and sewer services to the Property, including the costs thereof.

Any such initial or future lower or increased rate schedules, and rules and regulations established, amended or revised and enforced by Utility from time to time in the future shall be binding upon Developer; upon any person or other entity holding by, through or under developer; and upon any user or consumer of the water and sewer provided to the Property by Utility.

Section 9. Capital Facility Fees.

In addition to the contribution of any water distribution and sewage collection systems, where applicable, and further to induce the Utility to provide water and sewage service, Developer hereby agrees to pay to Utility the following Capital Facility Fees:

- A. Water Capital Facility Fee. A capital facility fee which represents the capital

cost of the Primary System capacity expansion will be charged and paid in the manner described herein. The City reserves the right to also require additional contributions or in kind contributions, including but not limited to constructed donated facilities, as may be necessary to extend services or to further expand the Primary System to facilitate the providing of services to the Owner's property and, if any oversizing is required the Owner shall be reimbursed in accordance with Section 26-80 of the Apopka Municipal Code. The City reserves the right to prospectively adjust unpaid fees and charges assessed herein. The Owner will be required to build or to provide the cost of construction of the Secondary or Local Distribution System and all water facilities on site regardless of size necessary to provide service to the land development activity.

The Water Capital Facility Fee charged shall be calculated as follows:

Total Water			
Capacity Committed <u>in Gallons</u>	No. Of ERU's <u>Committed</u>	Water Capital Facility Fee <u>Per ERU</u>	Facility Fee Due from <u>Owner</u>
29,200	73	\$2,527.00	\$184,471.00

B. Sewer Capital Facility Fee. A capital facility fee shall be assessed by the city which represents the capital cost of the Primary System Capacity expansion. The City reserves the right to also require additional contributions or in kind contributions, including but not limited to constructed donated facilities, as may be necessary to extend services or to further expand the Primary System to facilitate the providing of services to the Owner's property and, if any oversizing is required, the Owner shall be reimbursed in accordance with Section 26-80 of the Apopka Municipal Code. The City additionally reserves the right to prospectively adjust unpaid fees and charges

assessed herein. Owner will be required to build or to provide the cost of construction of the Secondary or Local Distribution System and all water facilities on site regardless of size necessary to provide service to the land development activity.

The Sewer Capital Facility Fee charged shall be calculated as follows:

Total Sewer			
Capacity Committed <u>in Gallons</u>	No. Of ERU's <u>Committed</u>	Sewer Capital Facility Fee <u>Per ERU</u>	Facility Fee Due from <u>Owner</u>
25,550	73	\$5,294.00	\$386,462.00

Section 10. Payment of Capital Fees.

The capital facility fees described herein shall be due and payable as follows:

- A. 10% of all capital facilities fees for all units at the time of applying to DEP for a permit.
- B. 20% of all capital facilities fees at the time of receiving DEP approval/permit or 120 days from the date of application whichever occurs first.
- C. 10% of all capital facilities fees at the time of issuance of Certificate of Acceptance by City or 120 days from the date of issuance of DEP permit whichever occurs first.
- D. 20% of all capital facilities fees 12 months after the date of issuance of the DEP permit as set forth in (b).
- E. 20% of all capital facilities fees not later than 24 months after the date of issuance of the DEP permit as set forth in (b).
- F. All capital facilities fees are due not later than 36 months after the date of the issuance of the DEP permit as set forth in (b).

The capital facilities fees shall be based on the fee schedule in effect at the time payment is actually made to the City. The fees set forth therein are the minimum due and payable. Capital Facilities Fees shall be due and payable by the Owner on or before application for building permits for each individual lot or land development activity. During the time period following the issuance of the DEP permit until all capital facilities fees are paid, the amount due and payable shall always be the greater of the scheduled fees or the fees due upon applying for building permits during this period. If the Capital Facilities fees are paid in conjunction with the application for building permits are less than the fees currently due pursuant to subparagraphs (d), (e), and (f) of this Section, the Owner must remit the difference as same comes due pursuant to the schedule. If the amount due in conjunction with the application for building permits exceeds the amount due pursuant to schedule, the amount due in conjunction with the application for building permits shall be the amount due and payable regardless of the amount of the scheduled payment.

The 40% first paid in accordance with subparagraphs (a), (b), and (c) of this Section will apply to the last 40% of the building permits applied for by the Developer. A failure of the Developer to pay all sums due in accordance with this Section shall be considered a default and all of the Capital Facilities Fees shall become immediately due and payable and all other rights and remedies associated with a default shall be available to the City.

It is also agreed by the parties that:

(a) No lots, units or interests in the property, development or units may be sold until 100% of all the capital facilities fees on those lots or units to be sold have

been paid.

(b) No capacity may be transferred, sold or bartered to any other land development activity.

(c) If the Developer should default on any of the aforescribed, the City shall have the right to record a lien on all remaining lots owned by the Developer for unpaid fees and shall have the right to demand the return of unused capacity. This right is in addition to all other rights available to the City under Florida law.

Section 11. Refund of Fee Paid.

The parties agree that if a DEP permit expires and DEP has released all permitted capacity back to the City and no construction has been commenced, then the Developer shall be entitled to a refund of the capital facility fees paid as a condition for its issuance except that the City shall retain three percent (3%) of the refunded funds as a fee to offset the costs of collection and refund.

Section 12. Recapture of Capacity.

The parties agree that if the development has not been substantially completed by the end of the calendar quarter immediately following two (2) years from the date on which the water and sewer capital facility fee was paid in full, or if the developer is in default under this agreement or if the DEP permit issued to the developer has expired or the Developer has not proceeded to develop the property described in Exhibit "A" within two years from the date of execution of this Agreement, the City may petition, if necessary, the DEP to recapture the capacity committed pursuant to this Agreement. If said capacity is all released back to the City, the City may refund the capital facility fees as set forth in paragraph 11 above.

Section 13. Maintenance Fees.

The parties agree that the City may subject encumbered or committed water and sewer capacity to a maintenance fee to be assessed by the City. The amount of such fee will be determined by the City Council and shall be based upon the costs of maintaining the committed capacity for the Developer. Such fees shall not be a Capital Facility Fee as described herein and shall be due and payable as directed by the City.

Section 14. Water System Tap Fee.

The parties agree that a Water Tap Fee shall be charged at the time of approval by the City of a service connection. Such fee will include the labor cost and the cost of connection piping from the main to the meter not to exceed fifty (50) feet in length and shall be charged as follows:

Single Service Meter

3/4"	\$238.00
1"	\$280.00
1½"	\$429.00
2"	\$515.00

Dual Service Meter

3/4"	\$186.00
1"	\$213.00

Short Service Tap

3/4" & 1"	\$245.00
1½" & 2"	\$318.00

Long Service Tap

3/4" & 1"	\$745.00
1½" & 2"	\$818.00

For a meter or tap over two (2) inches in size, the work will be performed by the contractor, however, in circumstances where the city elects to perform the work, the fee charged shall be actual cost.

Short service is defined as service located on the same side of a road or driveway of an existing water line where the connection is to be made. Long service is defined as service located on the opposite side of a road or driveway of an existing water line where the connection is to be made. There will be an additional charge of \$10.00 for every linear foot for service over 50 linear feet. An additional charge will be added equal to the county right-of-way permit fee when it is required. All Tap Fees are due and payable at the time that a service connection is approved by the Utility.

Section 15. Sewer Tap Fee and Other Charges.

The parties agree that a sewer tap fee shall be charged at the time of approval by the City of a service connection. The cost of extending or installing 6" sewer lateral shall be \$700.00 up to 25 feet and including cleanout, and shall be payable by the Developer upon billing. For additional footage beyond 25 feet, the charge shall be \$12.00 per linear foot. The costs of any applicable county or state permits will be also an additional charge payable by the Developer. Any sewer lateral within the public right-of-way easement will remain the property of the City. All Tap Fees are due and payable at the time that a service connection is approved by the Utility. The other charges described herein are due and payable within 10 days of the date of the billing.

Section 16. Miscellaneous Provisions Regarding Payments.

The parties agree to the following with reference to fees described herein:

A. No building permit for any developmental activity requiring the payment of a capital facility fee shall be issued unless and until the water and sewer capital facility fees have been paid.

B. The City may require that all payments be made with certified funds or cashier's check if payments have been late or if the Developer has previously provided bad funds or if the Developer has an impaired credit reputation.

C. In the event that the City should have to take any actions other than initial presentment of a check to a local bank in order to collect the payments due and payable pursuant to this Agreement, the Owner shall be responsible for any costs, including a reasonable attorney's fee, incurred in taking such actions.

D. Acceptance of payment of any of the Fees described herein in part or in full shall not constitute a waiver of the Utility's rates or regulations.

E. Neither Developer nor any person or other entity holding any of the Property by, through or under Developer, or otherwise, shall have any present or future right, title, claim or interest in and to the Capital Facility Fee charges paid or to any of the water or sewer facilities and properties of Utility, and all prohibitions applicable to Developer with respect to refund of such fees, are applicable to all persons or entities owning such property or an interest in such property.

Section 17. Agreement to Serve.

Upon the completion of construction of the water and sewer facilities by Developer, its inspection, the issuance of the final letter of acceptance by the Utility, the Utility covenants and agrees that it will allow the connection of the water distribution and sewage collection facilities installed by Developer to the central facilities of the Utility and shall provide utility service in accordance with the terms and intent of this Agreement. Such connections shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities including the City.

The Utility agrees that once it provides water and sewer service to the Property and Developer or others have connected consumer installations to its system, that thereafter the Utility will continuously provide, in accordance with the other provisions of this Agreement, including rules and regulations and rate schedules, water and sewer service to the Property in a manner to conform with all requirements of the applicable governmental authority.

The parties agree that the capacity needed to provide service to the Property is 29,200 gallons per day for potable water supply and 25,550 gallons per day for wastewater removal. Developer agrees that the number of units of development for which capacity is reserved hereby shall not exceed the number of units approved by this Agreement. Developer agrees that sewage to be treated by the Utility from Developer's property will consist of domestic wastewater and further agrees that it will not allow any abnormal strength sewage to flow from developer's property to the Utility Sewage treatment facility that will cause harm to the treatment process. In addition, Developer further agrees that no wastewater, fluids or other substances and materials shall be discharged to the Utility's sanitary sewer collection/transmission system, which contain and hazardous, inflammable, toxic and/or industrial constituents, in whole or in part, regardless of the concentrations (i.e., strengths) of said constituents. Developer grants to Utility the right to sample the Developer's sewage, as referred to hereinabove, to verify Developer's compliance with this paragraph.

Section 18. Application for Service: Consumer Installations.

Developer, or any owner of any parcel of the Property, or any occupant of any residence, building or unit located thereon shall not have the right to and shall not

connect any consumer installation to the facilities of Utility until formal written application has been made to Utility by the prospective user of service, or either of them, in accordance with the then effective rules and regulations of the Utility and approval for such connection has been granted.

Although the responsibility for connecting the consumer installation to the meter and/or lines of the Utility at the point of delivery is that of the Developer or entity other than the Utility, with reference to such connections, the parties agree as follows:

A. Application for the installation of water meters and backflow preventers shall be made twenty-four (24) hours in advance, not including Saturdays, Sundays and holidays.

B. All consumer installation connections may at its sole option be inspected by the Utility before backfilling and covering of any pipes.

C. Written notice to the Utility requesting an inspection of a consumer installation connection may be given by the Developer or his contractor, and the inspection will be made within twenty-four (24) hours, not including Saturdays, Sundays and holidays, provided the meter and backflow preventor, if applicable, have been previously installed.

D. The cost of constructing, operating, repairing or maintaining consumer installations shall be that of Developer or a party other than the Utility.

E. If a kitchen, cafeteria, restaurant or other food preparation or dining facility is constructed within the Property, the Utility shall have the right to require that a grease trap and/or pretreatment unit be constructed, installed and connected so that all waste waters from any grease producing equipment within such facility, including floor drains

in food preparation areas, shall first enter the grease trap for pretreatment before the wastewater is delivered to the lines of the Utility. The size, materials and construction of said grease traps are to be approved by the Utility. Developer hereby grants to the Utility the right to periodically inspect the pretreatment facilities herein described. The provisions of this paragraph shall not apply to individual residential kitchens.

No substance other than domestic wastewater will be placed into the sewage system and delivered to the lines of the Utility. Should any non-domestic wastes, grease or oils, including, but not limited to, floor wax or paint, be delivered to the lines, the Owner will be responsible for payment of the cost and expense required in correcting or repairing any resulting damage or impairment of the treatment process and/or facilities.

Section 19. Assurance of Title.

Within fifteen (15) days of DEP approval or prior to Developer issuing the Notice to Proceed to the Utility, at the expense of Developer, Developer agrees to deliver to the Utility a Certificate of Title, a Title Insurance Policy or an opinion of title from a qualified attorney-at-law, with respect to the Property. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grant the exclusive rights of service contained in the Agreement.

Section 20. Binding Effect of Agreement.

The Agreement shall be binding upon and shall inure to the benefit of Developer, the Utility and their respective assigns and successors by merger, consolidation, conveyance or otherwise, subject to the terms of this Agreement, as contained herein.

Section 21. Notice.

Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram, and if to Developer, shall be mailed or delivered to Developer at:

With a copy to: N/A

and if the Utility, at: N/A

Section 22. Laws of Florida.

This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto.

Section 23. Cost and Attorney's Fees.

In the event the Utility or Developer is required to enforce this Agreement by Court proceedings or otherwise, by instituting suit or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees.

Section 24. Force Majeure.

In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use of availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or

other facilities, and all governmental rules or acts or action of any government or public or governmental authority or commission of board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order of decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

Section 25.

The rights, privileges, obligations and covenants of Developer and the Utility shall survive the completion of the work of Developer with respect to completing the facilities and services to any development phase and to the Property as a whole.

Section 26.

This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and Utility, made with respect to the matters herein contained, and when duly executed, fully constitutes the Agreement between Developer and the Utility. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

Section 27. Construction.

Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

In case of any differences of meaning or implication between the text of this Agreement and any caption, illustration, summary table, or illustrative table, the text

shall control.

The phrase "used for" includes "arranged for", "designed for", "maintained for", or "occupied for".

The work "includes" shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.

Section 28.

Both parties warrant that they have the legal authority to execute this Agreement.

Section 29.

Notwithstanding the gallonage calculations that could be made hereunder relative to ERU's, by and execution hereof, Developer agrees that the intention of this contract is to reserve a given number of units of capacity for the property described in Exhibit "A" and not for purposes of any other calculations.

Section 30.

It is agreed by and between the parties hereto that all words, terms and conditions contained herein are to be read in concert, each with the other, and that provision contained under one heading may be considered to be equally applicable under another in the interpretation of this contract.

Section 31.

By the execution hereof, Developer agrees that the Utility Company has certain obligations as a municipal utility to protect the health, safety and welfare of the public and not to burden Utility's customers with extraordinary expenses attributed or attributable to Developer, his successors or assigns, and that the Utility may, at its sole option, require pretreatment or special features such as grease traps. It is the intention

of the parties that all sewage shall conform to the requirements of the Utility prior to introduction into Utility's collection system. Developer shall be responsible for all costs associated herewith.

Section 32.

The Utility shall, at all reasonable times and hours, have the right of inspection of Developer's internal lines and facilities. This provision shall be binding on the successors and assigns of the Developer.

Section 33. Water Conservation Measures.

Water conservation measures shall be employed by the Developer. Said measures shall include but not be limited to:

- A. Low flush toilets which utilize 3.5 gallons or less of water per flushing cycle.
- B. Shower heads which have flow restrictors, pulsating features, flow control devices or other features which result in water conservation; and do not allow a flow exceeding 3.0 gallons per minute at 60 psi.
- C. No swimming pool filter backwash water or any other swimming pool wastewater shall be discharged to the sanitary sewer system.
- D. Spring-loaded/automatic shut-off water fixtures shall be utilized in all public restrooms. This shall include lavatory fixtures.
- E. Consideration and use (where possible) of dishwashers and washing machines which have water conservation features and/or utilize less water per cycle.

The Utility, at its discretion, shall review and approve all water conservation measures proposed by Developer.

Section 34.

Failure to insist upon strict compliance of any of the term, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, or shall any waiver or relinquishment of any right or power hereunder at any one time, or times, be deemed a waiver or relinquishment of such right or power at any other time or times.

Section 35.

In the event that relocation of existing water and sewer utilities are necessary for the Developer, Developer will reimburse utility in full for such relocations.

WITNESSES:

THE CITY OF APOPKA,
A Florida municipal corporation

Print Name

Glenn Irby
City Administrator

Print Name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Glenn Irby, City Administrator of the City of Apopka, a Florida municipal corporation, he is personally known to me or has produced _____ as identification and did (did not) take an oath.

(NOTARY'S SEAL)

Notary Public

Print Name

Commission No. _____

WITNESSES AS TO OWNER

[Signature]

Sylvia Weber Fall

OWNER:

By: [Signature]
Name

Director of Land Development
Title

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 7 day of October, 20 by Dan Kaiser
(Name of officer or agent) of Director of Land Development
(Name of corporation acknowledging), a K. Hovnanian at Hilltop Reserve, LLC
(state or place of corporation) Corporation, on behalf of the corporation. He/She/They
Is/are personally known to me or has produced _____
(type of identification) as identification and did (did not) take an oath.

SEAL

[Signature]
NOTARY PUBLIC

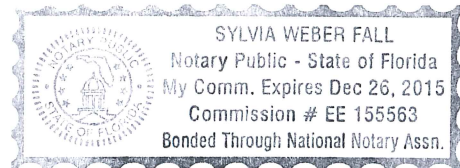


EXHIBIT "A"

HILLTOP RESERVE PHASE II -

A Parcel of land being a portion of Section 21, Township 21 South, Range 28 East, Orange County, Florida being more fully described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 21, Township 21 South, Range 28 East, Orange County, Florida; thence South $89^{\circ}46'51''$ East along the South line of said Northwest 1/4 a distance of 30.00 feet to a point on the East Right of Way line of Marden Road; thence leaving said South line run North $00^{\circ}15'47''$ East along said East Right of Way line, 709.11 feet to the Northwest corner of HILLTOP RESERVE PHASE I, according to the Plat thereof, as recorded in Plat Book 84, Pages 129 through 132, public records of Orange County, Florida and the POINT OF BEGINNING; thence continue North $00^{\circ}15'47''$ East 605.95 feet to a point on the North line of the Southwest 1/4 of said Northwest 1/4 of Section 21; thence South $89^{\circ}22'05''$ East along said North line 481.94 feet; thence leaving said North line run South $44^{\circ}23'52''$ West 289.53 feet; thence South $45^{\circ}36'08''$ East 115.00 feet; thence North $44^{\circ}23'52''$ East 24.51 feet; thence South $45^{\circ}36'08''$ East 50.00 feet to the beginning of a non-tangent curve concave to the Northeast having a radius of 25.00 feet and a chord bearing of South $00^{\circ}36'08''$ East; thence run along the arc of said curve through a central angle of $90^{\circ}00'00''$ a distance of 39.27 feet to a point of tangency; thence South $45^{\circ}36'08''$ East 65.62 feet to the beginning of a tangent curve concave to the Northeast having a radius of 50.00 feet and a chord bearing of South $60^{\circ}11'52''$ East; thence run along the arc of said curve through a central angle of $29^{\circ}11'29''$ a distance of 25.47 feet to a point of non-tangency; thence North $44^{\circ}23'52''$ East 157.84 feet; thence South $89^{\circ}43'23''$ East 588.87 feet; thence South $00^{\circ}16'37''$ West 102.46 feet; thence South $89^{\circ}43'23''$ East 115.36 feet to the East line of said Southwest 1/4 of Northwest 1/4 of Section 21; thence South $00^{\circ}25'18''$ West along said East line 270.19 feet to the North line of the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section 21; thence South $00^{\circ}07'01''$ West 139.88 feet; thence South $12^{\circ}57'29''$ East 51.36 feet; thence North $89^{\circ}43'23''$ West 100.00 feet to the beginning of a tangent curve concave to the Northeast having a radius of 75.00 feet and a chord bearing of North $64^{\circ}09'56''$ West; thence run along the arc of said curve through a central angle of $51^{\circ}06'53''$ a distance of 66.91 feet to a point of non-tangency; thence South $51^{\circ}23'30''$ West 40.44 feet to the Northeast corner of aforesaid HILLTOP RESERVE PHASE I; thence run along the Northern boundary of said HILLTOP RESERVE PHASE I the following courses: North $89^{\circ}43'23''$ West 745.61 feet; thence North $00^{\circ}16'37''$ East 115.99 feet; thence North $39^{\circ}48'57''$ East 12.66 feet to the beginning of a non-tangent curve concave to the Southeast having a radius of 47.00 feet and a chord bearing of North $53^{\circ}36'14''$ East; thence run along the arc of said curve through a central angle of $207^{\circ}34'33''$ a distance of 170.28 feet to a point of reverse curvature of a curve concave to the Northeast having a radius of 25.00 feet and a chord bearing of South $49^{\circ}46'19''$ East; thence run along the arc of said curve through a central angle of $54^{\circ}19'37''$ a distance of 23.70 feet to a point of non-tangency; thence North $00^{\circ}16'37''$ East 114.38 feet; thence North $86^{\circ}09'35''$ West 67.43 feet; thence North $45^{\circ}36'08''$ West 56.75 feet; thence South $44^{\circ}23'52''$ West 95.02 feet; thence North $45^{\circ}36'08''$ West 115.00 feet; thence South $44^{\circ}23'52''$ West 54.48 feet to the beginning of a tangent curve concave to the East having a radius of 50.00 feet; thence run along the arc of said curve through a central angle of $44^{\circ}07'15''$ a distance of 38.50 feet to a point of tangency; thence South $00^{\circ}16'37''$ West 19.33 feet; thence North $89^{\circ}43'23''$ West 165.28 feet to the POINT OF BEGINNING.

Containing 15.988 acres, more or less.

Backup material for agenda item:

5. Authorize the Community Development Director to issue a Closure and Post Closure Care Renewal Permit to Keene Road Landfill, Inc., a subsidiary of Waste Management, Inc., for Keene Road Landfill retroactive to October 6, 2015, and subject to the twenty-one (21) conditions included in the permit.



CITY OF APOPKA CITY COUNCIL

<u> </u> CONSENT AGENDA	MEETING OF: October 21, 2015
<u> X </u> PUBLIC HEARING	FROM: Community Development
<u> </u> SPECIAL HEARING	EXHIBITS: Landfill Permit
<u> X </u> OTHER: Permit	Conditions of Permit

SUBJECT: KEENE ROAD LANDFILL – CLOSURE AND POST CLOSURE CARE PERMIT RENEWAL

Request: AUTHORIZE THE COMMUNITY DEVELOPMENT DIRECTOR TO ISSUE A CLOSURE AND POST CLOSURE CARE RENEWAL PERMIT TO KEENE ROAD LANDFILL, INC., A SUBSIDIARY OF WASTE MANAGEMENT, INC., FOR KEENE ROAD LANDFILL RETROACTIVE TO OCTOBER 6, 2015, AND SUBJECT TO THE TWENTY-ONE (21) CONDITIONS INCLUDED IN THE PERMIT.

SUMMARY

Keene Road Landfill ceased receiving waste on June 30, 2009, and cover material was placed over the entire site. The City’s consultants, CDM, reviewed the closure construction plans including the placement of liner over the top of all the waste. The first Post Closure Permit, number 10-C01-001, was approved by City Council on October 6, 2010. The permit is valid for five (5) years. By code, Keene Road Landfill, Inc. has to maintain the closed site for 30 years. City staff and CDM have reviewed the site, the renewal application and prior conditions for the site. This request updates the conditions for the next five (5) years. A copy of the renewal permit and twenty-one (21) permit conditions are attached.

FUNDING SOURCE: N/A

RECOMMENDED ACTION:

Authorize the Community Development Director to issue a Closure and Post Closure Care Renewal Permit to Keene Road Landfill, Inc., a subsidiary of Waste Management, Inc., for Keene Road Landfill retroactive to October 6, 2015, and subject to the twenty-one (21) conditions included in the permit.

DISTRIBUTION

Mayor Kilsheimer	Finance Director	Public Ser. Director
Commissioners (4)	HR Director	City Clerk
City Administrator Irby	IT Director	Fire Chief
Community Dev. Director	Police Chief	

Keene Road Class III Landfill Post Closure Care Permit
City of Apopka
Community Development Department
Engineering Division

PERMIT#: 15-C01-001
DATE ISSUED: October 6, 2015
DATE EXPIRED: October 6, 2020

This is to certify that: Keene Road Landfill, Inc.

has permission to: Perform Post Closure Care for the Keene Road Class III Landfill

Location of Work: ¼; Section: 21; Township: 21; Range: 28
North of Keene Road, ¾ mile west of Clarcona Road

Total Area of Fill: 107 acres (Waste disposal footprint Parcels 1&2 = 74 acres and Parcel 3 = 33 acres)

Stipulations: See 21 Conditions Attached

FRM*: Letter of Credit; Amount: \$**; Agent: **

Processing Fee: \$180.00 Application Fee: \$1,170.00

By accepting this permit, the permittee agrees to conform to the terms of the application on file with the City of Apopka Community Development Department, Engineering Division, the stipulations contained in this permit and the requirements for Class III Landfill operations, as specified in the City of Apopka Ordinance Chapter 66. This permit must be displayed at the landfill site until final Certificate of Completion has been issued.

For inspection call the City of Apopka Community Development Department, Engineering Division.

*FRM: Financial Responsibility Mechanism
** See permit condition # 4

R. Jay Davoll, P.E., City Engineer
Community Development Department, Engineering Division
City of Apopka, Florida

Conditions of Keene Road Landfill Post Closure Care Permit
October 6, 2015

1. Landfill Post Closure care shall conform to the FDEP current Closure permit and to the following conditions of approval. Landfill Post Closure care based on this approval shall comply with all other applicable Federal, State and County, Laws, Ordinances and Regulations, and Florida Department of Environmental Protection (FDEP) issued permit # 0023340-008-SF-14, other applicable FDEP closure permit applications and correspondence and FDEP Environmental Resource Permit # ERP 48-0111044-002-EI, which are all incorporated herein by reference, except to the extent that these laws, ordinances and regulations are expressly modified by these conditions or by direct or approved action of the City of Apopka Board of Commissioners.
2. Post Closure Care shall be conducted in general accordance with the City of Apopka Solid Waste Ordinance (#66-172 through 66-184) in its present form, or as amended, during the life of the permit; the approved Closure permit application prepared by Geosyntec, dated October 2008, the Closure Permit Renewal Application 0023340-008-SF-14 and all applicable Florida Department of Environmental Protection regulations.
3. The Post Closure period for the Keene Road Landfill Parcels 1 & 2, and Parcel 3 shall be 30 years starting from the City of Apopka certified landfill closure date of October 6, 2010. Keene Road Landfill, Inc., which is a subsidiary of Waste Management Inc., of Florida, acknowledges that the City of Apopka must approve any reduction in the long term care period.
4. Evidence of Financial Assurance to FDEP in the amount of \$130,563.00 will be provided for Long Term Care by Letter of Credit prior to permit issuance. The face amount is to be updated annually according to FDEP Chapter 62-701.630, Florida Administrative Code (FAC) and as approved by the City, based on the then current cost estimate for long term care and on the then present conditions of the landfill.
5. Title Commitment Insurance for the boundary survey shall be kept in force through the post closure care period.
6. The Applicant shall continue to provide the Community Development Department, Engineering Division a copy of a Fire Fighting Agreement signed by the site operator

and the City of Apopka Fire Chief covering the line of responsibility for fighting fires at the site prior to permit issuance.

7. All monitoring wells described in the approved Groundwater Monitoring Plan will be sampled in accordance with the approved FDEP Monitoring Plan Implementation Schedule (MPIS). A Groundwater Monitoring Report, sealed by a Florida Registered Professional Engineer or Professional Geologist, is to be submitted with each sampling event to the Community Development Department, Engineering Division. This report shall include a summary of all the wells sampled, the analytical results and a listing and mapping of all primary and secondary standard's groundwater exceedances.
8. There is no planned end use for the Keene Road landfill other than as a closed landfill. Keene Road Landfill, Inc. will notify the City of Apopka six months in advance of any planned change in the end use. A change in the end use will require approval by the City of Apopka and FDEP.
9. The active LFG collection system shall be maintained for the entire long-term care period of 30 years, or such time that it can be demonstrated that the requirements of FAC 62-701 have been met. In addition, the collection system must be operated if there are any offsite migration of odors.
10. Keene Road Landfill, Inc. shall continue to monitor the LFG monitoring system established around the Keene Road Landfill, Parcels 1 & 2, and Parcel 3.
11. If required in the future, surface water monitoring shall be performed during the 30 year long-term care period. The monitoring shall be performed in accordance with the FDEP MPIS and ERP.
12. If a monitoring well, staff gauge or other device required by the monitoring plan is damaged, destroyed or fails to operate, Keene Road Landfill, Inc. shall notify the City and submit a schedule to replace the monitoring device.
13. Keene Road Landfill, Inc. shall perform at least quarterly monitoring and inspection of the final cover of the cap as well as the stormwater system. The inspection form required by FDEP will be suitable for the City of Apopka to document the inspections.
14. The condition of all trees shown in the Landscape Plan for Parcels 1 & 2, and Parcel 3, shall be maintained throughout the Post Closure period.

15. The normal post closure care period will be extended in the event that any unresolved remediation issues exist at the time of the normal post closure period until such time as all remediation issues are resolved to the satisfaction of the City.
16. Offsite migration of odors, which are determined by the City to be objectionable, are not permitted and will be evaluated based on guidelines established in the Long Term Care Plan permit.
17. An updated, certified topographic survey is to be submitted prior to five-year permit renewal, to the Community Development Department, Engineering Division.
18. Parcel 3 is owned by Breen Taxacq Inc.; However, Keene Road Landfill, Inc., will be responsible for permit compliance and maintenance during the 30-year post closure period. This permit may be transferred only upon approval of the City of Apopka Commission and payment of a service charge. The term “transfer” included but is not limited to change in ownership, the current permit holder being acquired by a parent company or any type of legal acquisition.
19. A copy of the City Landfill Post Closure Care Permit will be posted on site at all times at the Vista Landfill’s scale house.
20. Stockpiling of materials within the Keene Road Landfill waste footprint is not permitted.
21. Permittee will provide the City of Apopka copies of all correspondence, reports with monitoring and/or compliance data sent to or received from FDEP and any other State or Federal Permitting Agency. Submit correspondence to the Community Development Department, Engineering Division. In addition, Keene Road Landfill, Inc. shall notify the City of Apopka of any scheduled inspection by FDEP.

Backup material for agenda item:

6. Accept a property donation from the St. Johns River Water Management District (SJRWMD).



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: October 21, 2015
 FROM: Administration
 EXHIBITS: Exhibit "A"

SUBJECT: DONATION OF SIXTY-SIX (66) ACRES OF SURPLUS PROPERTY FROM THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD).

Request: COUNCIL TO ACCEPT THE PROPOSED DONATION OF SURPLUS PROPERTY FROM SJRWMD.

SUMMARY:

Staff is requesting the approval from Council to accept the sixty-six (66) acre parcel (Exhibit "A") of SJRWMD surplus property. The property is located on the north side of Lust Road, across from the City's Northshore Reuse Pump Station, within the Lake Apopka Restoration Area. The subject property (a.k.a. Hickerson Flowers parcel), had been part of the agriculture industry from around 1942 to 1997. As with many of the properties within the Lake Apopka Restoration area, environmental remediation was needed to correct past site practices.

Environmental site assessments had been performed in 1999, and areas of contamination identified. Remedial action was performed from 2003 to 2007 with the Florida Department of Environmental Protection (FDEP) issuing Site Rehabilitation Completion Order (SRCO) in 2007.

FUNDING SOURCE:

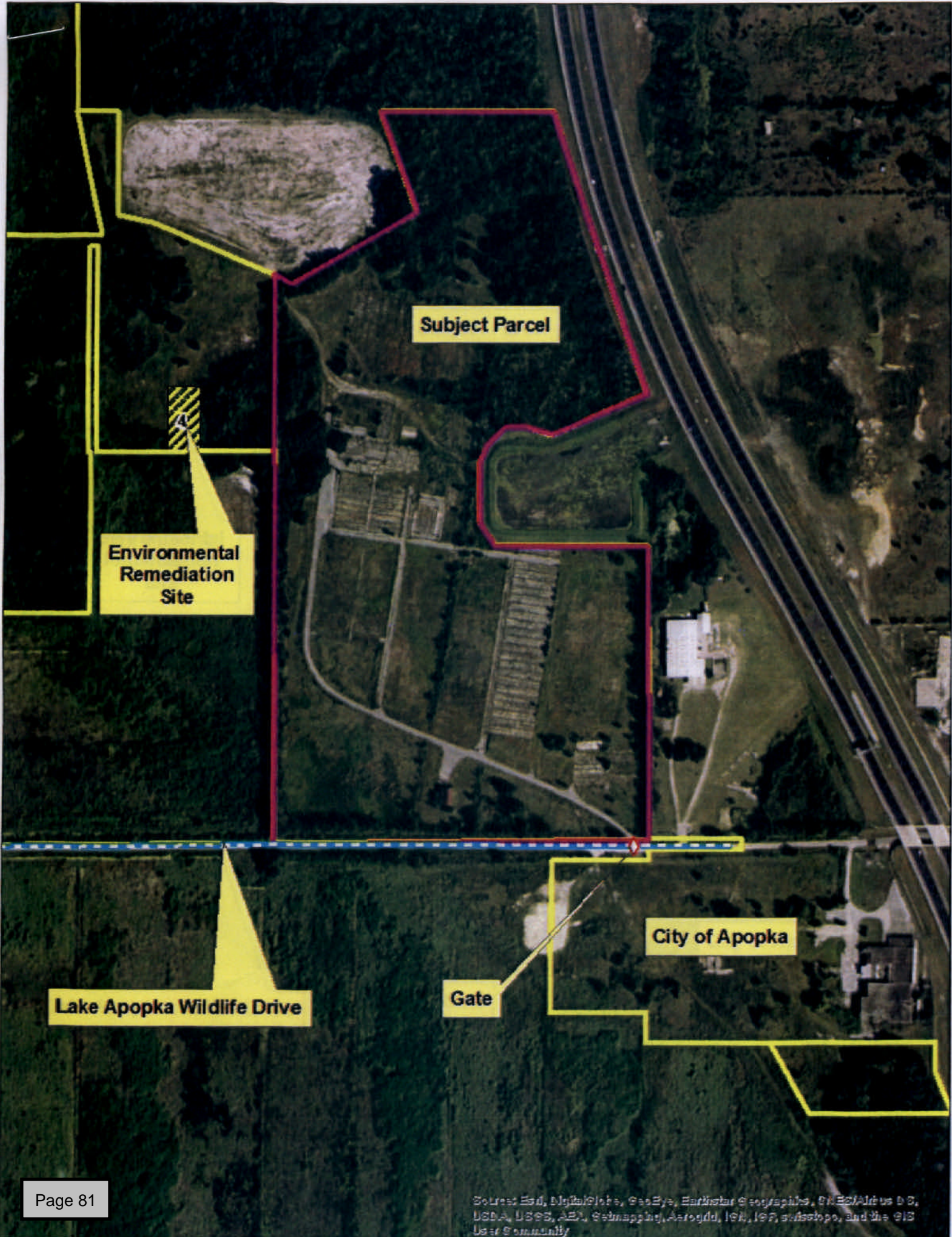
N/A

RECOMMENDATION ACTION:

Council approval for the donation of surplus property and authorize staff to begin discussions with SJRWMD.

DISTRIBUTION

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



Subject Parcel

Environmental Remediation Site

City of Apopka

Lake Apopka Wildlife Drive

Gate

Backup material for agenda item:

7. Approval of Theresa Mott as the MetroPlan Orlando, Community Advisory Committee member.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: October 21, 2015
 FROM: Administration
 EXHIBITS: Metroplan Orlando Letter

SUBJECT: METROPLAN ORLANDO, COMMUNITY ADVISORY COMMITTEE MEMBER SELECTION.

Request: APPROVAL OF THERESA MOTT AS THE METROPLAN ORLANDO, COMMUNITY ADVISORY COMMITTEE MEMBER.

SUMMARY:

Beginning in January 2016, MetroPlan Orlando will merge the Citizens’ Advisory Committee and Bicycle & Pedestrian Advisory Committee into the Community Advisory Committee. The committee will provide citizen input to the transportation planning process and will strive to reflect the diversity of the Central Florida community, including those who are underserved or disadvantaged.

Our current appointment for the Citizens’ Advisory Committee is Theresa Mott, who has served since February 2015. MetroPlan has contacted Theresa and determined she is interested in serving on the new committee. Members will serve four-year terms and must be selected by October 30, 2015.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Approval of Theresa Mott, as the MetroPlan Orlando Community Advisory Committee Member.

DISTRIBUTION

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

October 5, 2015

Mr. Glenn Irby
Chief Administrative Officer
City of Apopka
P.O. Box 1229
Apopka, FL 32704

Dear Mr. Irby: *Glenn*

Starting in January 2016, the MetroPlan Orlando Citizens' Advisory Committee and Bicycle & Pedestrian Advisory Committee will be merged into the Community Advisory Committee. This change was approved by the MetroPlan Orlando Board as part of our Strategic Business Plan update.

This new group will provide citizen input to the transportation planning process and will strive to reflect the diversity of the Central Florida community, including those who are underserved or disadvantaged. We have structured the new committee to include interests from across the transportation spectrum, including bicyclists, pedestrians, drivers, and transit riders (bus and rail). We encourage you to read the enclosed committee bylaws outlining its governance and structure.

Because this will be a new committee, you are being asked to make an appointment to fill the one seat allocated to City of Apopka. We ask for your assistance in fast-tracking this appointment at your earliest commission meeting - by October 30, 2015, if at all possible. Further information on the new committee structure is found in section 4-A of the bylaws.

Your current appointment to the MetroPlan Orlando Citizens' Advisory Committee is listed in the table below. The person's attendance record is shown too. We have spoken with the member to determine if he/she would be interested in serving on the new committee. The person's interest is also noted below.

Name (Appointment Date)	Attendance Record	Interest in Continuing to Serve?
Theresa Mott (Feb. 2015)	Has attended 4 of 5 meetings in 2015	Yes

We encourage cities with interested representatives to consider re-appointing them to the Community Advisory Committee, but you are free to appoint someone else. Members will serve four-year terms and must meet these qualifications (excerpt from bylaws section 4-A-1 and 4-A-3):

All geographic appointees shall reside in and be appointed by their respective county or municipality. In selecting new members for appointment, the appointing jurisdiction should consider the personal qualifications of the individuals as lay people in the community, outside the transportation industry, and should strive to include ethnic, social, and economic diversity. MetroPlan Orlando supports diversity and encourages jurisdictions to consider the makeup of their communities when appointing representatives... Neither voting members of the committee nor their alternate members shall be elected officials.



If your current member is not appointed through your local government process, the person is eligible to apply for seats to be appointed by the MetroPlan Orlando Board, as outlined in section 4-A-2. We will contact these persons with applications after receiving your appointments.

If you have any questions on your representative's involvement, please feel free to contact Cynthia Lambert at CLambert@MetroPlanOrlando.com or 407-481-5672 x320.

Thank you for your assistance in identifying members for the new Community Advisory Committee. We especially appreciate your cooperation in meeting our accelerated schedule so that we can have a fully constituted committee in time to hit the ground running in January 2016.

Sincerely,



Harold W. Barley
Executive Director

Enclosures: Committee Bylaws

cc: Theresa Mott

APPROVED BY
METROPLAN ORLANDO
7/8/15 *[Signature]*



metroplan orlando

A REGIONAL TRANSPORTATION PARTNERSHIP

COMMUNITY ADVISORY COMMITTEE BYLAWS

Section 1. Authority, Creation

In accordance with Federal and State law requiring that transportation planning must be comprehensive, cooperative and continuing in nature and provide for private citizen input, an advisory committee known as the "MetroPlan Orlando Community Advisory Committee (CAC)" is hereby created.

Section 2. Definition

For the purpose of these Bylaws, the term "the committee" shall mean the MetroPlan Orlando Community Advisory Committee.

For the purposes of these bylaws, the term "stakeholders" shall mean the residents, citizens, bicycle and pedestrian community, transportation system, transit users. This includes representation from user advocacy groups and those representing the underserved and disadvantaged.

For the purposes of these bylaws, the term "multimodal" shall mean various transportation options such as bicycle, pedestrian, roadway, and transit (including buses and passenger rail).

Section 3. Purpose

The purpose of the committee shall be to involve the stakeholders of the area in the transportation planning process by (1) assessing reaction to planning proposals (2) providing comment to MetroPlan Orlando with respect to the concerns of various segments of the population in regard to various transportation needs, as well as (3) recommend and advise on roadway, bicycle, pedestrian, and transit issues.

It is the mission of the committee to:

- A. Advise MetroPlan Orlando on public opinion related to transportation issues from a diverse range of perspectives.

- B. Address stakeholder interests related to all modes of transportation (including, but not limited to private motor vehicles, bicycling, walking, freight, and transit) so that proper study and evaluation of transportation needs shall result in a safe, balanced and multi-modal transportation system plan.
- C. Provide an effective, stakeholders' review of the preliminary findings and recommendations of MetroPlan Orlando's plans, studies and issues.
- D. Participate in the amendment process to the Long Range Transportation Plan by providing comment.
- E. Assist in other missions/functions as deemed desirable by MetroPlan Orlando, including member appointments to ad hoc subcommittees that may be formed from time to time for the purpose of specifically addressing roadways, bicycle, pedestrian, and/or transit-related issues.
- F. Committee meetings shall be publicly noticed in accordance with guidelines in the organization's Public Involvement Plan.

Section 4. Membership, Appointments, Terms of Office, Vacancies, Removal from Office

A. Membership

The 31 member committee shall consist of representatives from Orange, Seminole, and Osceola counties. Fifteen (15) shall be geographic seats appointed at-large from the jurisdictions as indicated below, and sixteen (16) shall be appointed by the MetroPlan Orlando Board:

1. Geographic Appointees

Orange County	3 seats
Osceola County	3 seats
Seminole County	3 seats
Orange County municipalities	2 seats
Osceola County municipalities	2 seats
Seminole County municipalities	2 seats

Municipal appointments shall be from the two largest municipalities in each county as determined by the most recent University of Florida or U.S. Census population figures, whichever is most recent.

All geographic appointees shall reside in and be appointed by their respective county or municipality. In selecting new members for appointment, the appointing jurisdiction should consider the personal qualifications of the individuals as lay people in the community, outside the transportation industry,

and should strive to include ethnic, social, and economic diversity. MetroPlan Orlando supports diversity and encourages jurisdictions to consider the makeup of their communities when appointing representatives.

2. MetroPlan Orlando Board Appointees

Multimodal Advocates	10 seats
Underserved	3 seats
Transportation Disadvantaged	2 seats (disabled or elderly)
Business community	1 seat

MetroPlan Orlando Board appointees must apply for membership through a process established by MetroPlan Orlando. The Community Advisory Committee shall review the applications and make recommendations to the MetroPlan Orlando board for approval.

3. In addition, a representative from LYNX, and Florida Department of Transportation, District Five, shall serve as a non-voting advisors.

Alternate members may be appointed by the appointing authority as necessary. These alternates will serve in the absence of the primary member and have the same right to vote and comment on agenda items. Designated alternates shall not be elected officials and must also be lay persons outside of the transportation industry. Each alternate designated by a county or municipality shall also reside within the geographic boundaries of that city or county so as to be familiar with the general citizenry's needs and desires of that city or county.

Neither voting members of the committee nor their alternate members shall be elected officials.

All members (designated or alternate) shall avoid any professional conflict of interest and prevent the appearance of undue influence. Any committee member who becomes aware of any type of conflict or attempt to influence shall make it known to the staff liaison and either excuse himself/herself from the proceedings, or file a conflict of interest form into the record.

From time to time, committee meetings may be held at various locations throughout the region to encourage wider public involvement.

B. Appointments, Terms of Office

1. Representatives shall assume their responsibilities as of the next committee meeting after their appointment.

2. The term of office for a committee member in good standing will be for a period of four (4) years. At the discretion of the appointing authority, a member in good standing can be reappointed to a succeeding term(s).
3. Should a member resign or cease to be a member for any reason before the expiration of his/her term, a successor will be appointed by the designating authority.

C. Membership Vacancies, Replacement Process

1. The committee should maintain its continuing nature by reporting the vacancies on the membership roster to the appointing authority as soon as possible after the vacancy occurs. The supporting MetroPlan Orlando staff person will maintain a continuing oral and written dialog with the appointing authority until the vacancy is filled.
2. Each nominee suggested for a vacant geographic position shall reside within the jurisdictional boundaries of that city or county so as to be familiar with the general citizenry's needs and desires of that city or county.
3. The Chairperson shall, in coordination with the supporting MetroPlan Orlando staff person, be responsible for the proper management of the committee. Problems arising out of filling vacancies will be resolved between the appointing authority and MetroPlan Orlando.

D. Removal From Office

1. Each member is expected to demonstrate interest in the committee's activities through the member's or a designated alternate's participation in the scheduled meetings.
2. If a member has three (3) consecutive absences from the meetings or has missed a majority of meetings during the year, the supporting MetroPlan Orlando staff person shall notify the appointing authority and said member in writing in an effort to ensure full participation in the committee.
3. Staff may recommend removal of members with excessive absences to the MetroPlan Orlando Board or appointing authority.

Section 5. Officers, Terms of Office

- A. The last regular monthly meeting of the year shall be known as the Annual Meeting of the committee, and shall be for the purpose of electing new officers and conducting such other business as may come before the members. The Community

Advisory Committee shall elect from its membership the following officers, with the following responsibilities:

1. Chairperson
 - a. Preside at all Committee meetings.
 - b. Sign any documents authorized by the Committee.
 - c. Serve as ex-officio member of all subcommittees that may be formed for specific purpose and/or appoint another committee member to do so.
 - d. Form and appoint subcommittees and subcommittee chairpersons according to the needs of the committee.
 - e. Represent the committee on the MetroPlan Orlando Board, Regional Leadership Council, and at community functions.
 2. Vice-Chairperson
 - a. Preside at all Committee meetings in the absence of the Chairperson.
 - b. Represent the committee on the Regional Leadership Council.
 - c. Exercise all other duties and responsibilities of the Chairperson in his/her absence. These functions shall be performed not longer than the next annual election of the Chairperson.
- B. Each officer so elected shall serve for one (1) year or until said officer is re-elected or a successor is elected, except that the Chairperson's term of office shall be limited to two (2) consecutive one (1) year terms and said officer shall not be eligible again until two (2) additional years have elapsed, nor shall said officer be succeeded by an officer from the same county or jurisdiction within.
- C. Newly elected officers shall be declared installed following their election, and shall assume the duties of the office at the conclusion of the Annual Meeting.
- D. Should the Chairperson resign from committee service, the Vice-Chairperson will assume the position of Chairperson. A new Vice-Chairperson will be elected at the next regularly scheduled meeting.
- E. The successors will fill the unexpired terms and be eligible for reelection to full terms as stated in Section 5, Paragraph B above.

Section 6. Rules of Procedure

- A. The committee shall meet according to the approved annual schedule, and at such other times as the Chairperson or the Committee may determine necessary. A monthly meeting may be waived by the Chairperson but two consecutive meetings may not be waived. Business to have been conducted at the waived meeting shall be considered at the next successive monthly meeting. Special meetings may be called by the Chairperson as necessary to deal with immediate issues.

- B. Committee members or their designated alternates must be present to cast a vote. A quorum shall consist of the majority of those members entitled to vote. Any business transacted by the Committee must be approved by not less than a majority of votes cast. Business shall be transacted only at regular or called meetings and shall be duly recorded in the minutes thereof. The minutes of the Committee's proceedings and official actions shall be public record.
- C. Voting shall be by voice, but a member shall have an individual vote recorded in the minutes if said member so desires. A roll call vote shall be held upon request. All questions or procedures shall be governed by the most current edition of "Robert's Rules of Order," unless superseded by law.
- D. Meeting agendas shall include two public comment periods, one at the beginning of the meeting for action items and again at the end of the meeting for general comments. Public requests for committee action or recommendation shall be placed on the agenda as a scheduled business item.

Section 7. General Policy

- A. MetroPlan Orlando consists of five (5) committees, including the Board;
 - 1. MetroPlan Orlando Board
 - 2. Community Advisory Committee
 - 3. Municipal Advisory Committee
 - 4. Technical Advisory Committee
 - 5. Transportation Systems Management & Operations Committee
- B. All Committees and studies shall follow the intent and further the Mission Statement adopted by the MetroPlan Orlando Board, which is as follows:

To provide leadership in transportation planning by engaging the public and fostering effective partnerships.
- C. All committees shall maintain a broad perspective covering the range of all modes of transportation and associated facilities (including, but not limited to, roadways, bicycle and pedestrian facilities, safety, and transit) in all recommended planning work programs so that proper study and evaluation of transportation needs shall result in a multi-modal transportation system plan, balanced with respect to areawide needs and properly related to areawide comprehensive plans, goals and objectives.

- D. Reports, studies, plans, programs and databases shall be approved or endorsed by the MetroPlan Orlando Board after review and recommendation by the Community Stakeholders Committee and such other committees as may be interested or affected. A recommendation may be noted as officially adopted by the committee and placed into effect without waiting for the minutes of the previous meeting to be officially approved at the next committee meeting.

Section 8. Procedures for Amending Adopted Studies, Plan, or Programs

- A. The procedures for amending the Orlando Urban Area Long Range Transportation Plan, the Transportation Improvement Program, and the Urban Boundary are established in the MetroPlan Orlando Board Rule 35I-1.009 which is incorporated by reference herein.
- B. The Community Advisory Committee shall review the proposed change and shall recommend approval or disapproval to the MetroPlan Orlando Board.
- C. The MetroPlan Orlando Board shall have final approval or disapproval disposition action of the requested change or changes.

Section 9. Ad hoc Subcommittees or Task Force

- A. Ad hoc subcommittees or task forces may be appointed by the Chairman to address specific issues or investigate and report on specific subject areas of interest to the Community Advisory Committee including, but not limited to the following:
 - 1. Nominating Subcommittee
 - 2. Bylaws Review Subcommittee
 - 3. Membership Application Review Subcommittee
- B. Each ad hoc subcommittee may appoint a chairman who will report the subcommittee's findings to the Community Advisory Committee. In the absence of a chairman, a temporary chairman shall be appointed by the subcommittee in accordance with Robert's Rules of Order.
- C. Each meeting shall be recorded and if requested, minutes of a meeting shall be provided.

Section 10. Bylaws Review and Amendment

- A. A bylaws review subcommittee shall review these bylaws at least every other year on odd numbered years or as may be deemed necessary. These bylaws can be

amended at any regular meeting of the CAC by voting members or appointed alternates (provided there is a quorum) if the proposed amendment has been submitted in writing to the members with the proper notification of the meeting.

- B. These Bylaws may be altered, amended, or added to by vote of the committee provided that:
1. Notice of the proposed changes shall normally contain a full statement of the proposed amendments.
 2. The proposed amendment(s) is/are placed on the agenda for the next scheduled meeting following such presentation.
 3. The proposed written changes shall be forwarded to all CAC members at least five (5) business days prior to the meeting at which a vote will be held.
 4. CAC members may propose relevant changes from the floor to any proposed amendment under consideration on the agenda.
 5. The CAC adopts the proposed amendment(s) by a majority vote of the members present at the CAC meeting.

Approved July 8, 2015
Effective January 1, 2016

Backup material for agenda item:

8. Authorize the Mayor or his designee to execute the VFW Management Agreement for the City Community Center.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: October 21, 2015
 FROM: Administration
 EXHIBITS: VFW Management Agreement

SUBJECT: EXECUTE THE VFW MANAGEMENT AGREEMENT.

Request: REQUEST COUNCIL APPROVAL FOR THE MAYOR OR DESIGNEE TO EXECUTE THE VFW MANAGEMENT AGREEMENT FOR THE CITY COMMUNITY CENTER.

SUMMARY:

For the past several months, staff has worked diligently with the VFW Post 10147 who uses the City’s Community Center located at 519 South Central Avenue exclusively as their Hall to develop a written agreement memorializing their ability to use the building.

The agreement sets forth several things. If the Council accepts the agreement, the following significant points will apply:

1. As of November 1, 2015 all parties booking use of the facility will be required to register and pay fees at City Hall. Currently, this is done exclusively by the VFW.
2. A member of the VFW will show the building to persons interested in renting the building.
3. A member of the VFW will staff the premises during events to assist in setting up venues and cleaning up afterwards.
4. The VFW will be the sole provider of alcoholic beverages in the building during events.
5. The VFW will be responsible for keeping the interior of the building clean and perform basic maintenance to include minor repairs.
6. The City will be responsible for repair to major appliances, such as the HVAC.

The VFW will be compensated for their services as follows:

1. They will keep 100% of revenues derived from alcoholic beverage sales.
2. They will keep 100% of revenues derived from catering services to renters. However, no one renting the facility will be required to contract their services for catering. The city would collect catering fees along with rent.
3. They will receive 60% of building rental revenue collected by the city.

Since the October 7, 2015 City Council meeting the following changes have been made to the agreement:

1. Title changed from “Lease Agreement” to “Management Agreement”.
2. Section 8. Insurance: liquor liability insurance with a minimum limitation of coverage at One Million Dollars (\$1,000,000).

3. Section 8. Insurance: workers compensation was eliminated as a requirement due to a non-employee based operation.

Staff believes this agreement represents a fair and equitable tradeoff. The VFW will be providing a service by staffing the building, providing light maintenance and cleaning and will offer catering services. This saves the city from having to directly staff the building.

FUNDING SOURCE:

N /A

RECOMMENDATION ACTION:

Authorize the Mayor or his designee to execute the VFW Management agreement.

DISTRIBUTION

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

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (hereinafter "Agreement") made and entered into this ___ day of _____, 2015 by and between THE CITY OF APOPKA (hereinafter "City") and Apopka/Altamonte Springs Veterans of Foreign Wars of the United States Post 10147, Inc. (hereinafter "VFW 10147"), a Florida Not for Profit Corporation with a mailing address of P.O. Box 912, Apopka, Florida 32704.

WITNESSETH:

City owns the Apopka Community Center located at 519 South Central Avenue, Apopka, Florida 32704. City seeks management of the Community Center in its efforts to transform the Community Center into a premier rental venue for the citizens of Apopka.

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

1. **PROPERTY.** The property subject to this Agreement is the Apopka Community Center located at 519 South Central Avenue, Apopka, Florida 32704 (the "Premises") as shown in Exhibit "A" attached hereto to this Agreement. Per Exhibit "A," the Premises includes use of the administrative offices in the back of the primary building structure.
2. **TERM.** The term of this Agreement shall commence on October 1, 2015 and shall continue per the provisions of this Agreement until September 30, 2016.
3. **MANAGEMENT & USE.**
 - a) VFW 10147 shall manage the Premises to provide rental services to third party clients for client events per the terms of this Agreement and for VFW 10147 events and meetings. No other use shall be made of the Premises without prior, written consent of City.
 - b) All third party rentals of the Premises are subject to City's option to require police presence at client events. If police presence is required by City, the third party renter will be charged an additional fee to cover the cost of police presence.
 - c) VFW 10147 shall promptly notify City of any problems that may arise regarding the Premises and/or use of the Premises. Under all circumstances, such notification must be made by VFW 10147 to City within six (6) hours of VFW 10147's discovery.

- d) Nothing herein shall be construed to create a partnership relationship with City and VFW 10147 in any way.
- e) VFW 10147 shall procure all State licenses for the sale of alcohol as required by Law and provide proof of same to City. After execution, VFW 10147 shall maintain such licensure for the duration of this Agreement and provide proof of same to City upon City's request.
- f) VFW 10147 shall adhere to all laws and ordinances regarding hours of operation that pertain to the Premises and/or the sale/distribution of alcohol.

4. RENTAL SERVICES.

a) VFW 10147 shall:

- i. Sufficiently staff the Premises in order to show the Premises' facilities to potential third party clients for rentals upon appointment or during staffed hours.
- ii. Sufficiently staff the Premises during all third party rentals and events held on the Premises.
- iii. At all times comply with all applicable laws for the sale of or serving of alcoholic beverages and ensure that all such laws are followed by any third party.
- iv. At all times meet all regulatory and training requirements for the sale of or serving of alcoholic beverages.
- v. Serve as the sole provider of alcoholic beverages for all events at which alcohol is to be served.
- vi. Provide City a yearly calendar of scheduled VFW Post 10147 events and meetings.

b) City shall:

- i. Schedule all third party rentals and events for the Premises.
- ii. Collect all fees for third party rentals with the exception of fees associated with the sale of alcoholic beverages.
- iii. Maintain a yearly calendar for third party rentals and events to be held on the Premises.

5. DISTRIBUTION OF RENTAL SERVICE REVENUE

- a) City shall pay VFW 10147 60% of all revenue collected by City for third party rentals and events on a monthly basis. Such payment shall be tendered on or before the twentieth (20th) day of each month.

- b) VFW 10147 shall retain 100% of all revenue collected by VFW 10147 for the sale of alcoholic beverages during third party rentals and events.

6. UTILITIES & SERVICES.

- a) VFW 10147 shall secure and pay for telephone, cable, and internet services at all times during the term of this Agreement.
- b) City shall secure and pay for all utilities serving the Premises including electricity, water, sanitation, gas, and sewer.

7. INSURANCE. VFW 10147 will purchase and provide a) general liability insurance to insure the property against damage by fire, bodily injury and other casualties occurring on the Premises and b) liquor liability insurance satisfactory to the City. All insurance coverage will be with an insurer approved by City and licensed by the State of Florida to engage in the business of writing insurance. VFW 10147 shall name City on all insurance policies as “additional name insured.” VFW 10147 will furnish to City proof of all required insurance prior to execution of the Agreement. The general liability and liquor liability insurance shall have minimum limitations of coverage of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury liability and property damage liability. VFW 10147 will provide to City written notice of cancellation or reduction in coverage of any policy in which City is named as an additional insured no less than thirty (30) days in advance of such cancellation or reduction. VFW 10147 is responsible for insuring all of VFW 10147’s personal property on the Premises.

8. MAINTENANCE.

- a) VFW 10147 will keep the interior of the Premises in “show” condition at all times to the satisfaction of City. On a daily basis, VFW 10147 will perform all janitorial services including, but not limited to: vacuuming, dusting, mopping, trash removal, window cleaning, and restroom cleaning. VFW 10147 shall perform all basic maintenance services including, but not limited to: minor repairs, electrical services, plumbing services, and maintenance of the grease trap.
- b) City will maintain the exterior building structure, roof, lawn (including all landscaping, trees, and shrubs), HVAC units, and all refrigeration equipment (which shall include the ice machines, ovens, and dishwasher currently on the Premises). City will maintain all fire suppression systems and alarm systems on the Premises as required by Law.

9. **ENTRY AND INSPECTION.** City, its representatives, contractors and employees shall at all times have free access to the Premises for purposes necessary, incidental to or connected with the performance or exercise of the City's governmental functions. In addition, at any reasonable time, City may enter the Premises personally or through a designated agent and conduct an inspection to determine if VFW 10147 is complying with the provisions of this Agreement. If such inspection reveals deficiencies, City may, but shall not be obligated to, make such repairs or take any other action, as may be necessary to bring VFW 10147 into compliance and recover the costs thereof from VFW 10147. The parties acknowledge that associated costs shall be considered additional rent due immediately from VFW 10147; failure by VFW 10147 to pay these sums shall be grounds for termination of this Agreement.
10. **ALTERATIONS AND IMPROVEMENTS.** No addition or removal of furnishings, addition or removal of fixtures, alterations or improvements to the Premises shall be made by VFW 10147 unless City has reviewed the plans for such and given its written consent before commencement of any such addition/removal/work. All work completed at VFW 10147's request shall conform to applicable codes and be performed by licensed and bonded contractors. VFW 10147 has no power or authority to subject the City's interest in the Premises to liens of any kind against City's interest during this Agreement. If any third party files a lien, VFW 10147, either by payment of bond will release City's interest from the legal effect of such lien. In such an event, all alterations or improvements on the Premises shall become the property of the City.
11. **INDEMNITY.** VFW 10147 hereby covenants and agrees to indemnify and hold harmless City, its board members, employees, consultants, attorneys and/or agents (collectively the "City Related Parties,") from and against all liability, losses or damages, including attorneys' fees and costs, at both the trial and appellate levels, which City and/or the City Related Parties may suffer as a result of claims, demands, suits, causes of actions or proceeding of any kind or nature arise out of, relating to or resulting from the performance or non-performance of this Agreement by the VFW 10147 or its employees, agents, servants, partners, principals or subcontractors. The VFW 10147 shall pay all claims and losses and shall investigate and defend (with legal counsel acceptable to City) all claims, suits or actions of any kind or nature in the name of City where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees and costs which may issue. Nothing herein shall be construed as a waiver by City of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.
12. **COMPLIANCE WITH LAWS.** The right is hereby reserved by City to adopt, in addition to the provisions herein contained within this Agreement and existing applicable

ordinances, any additional regulations as it shall find necessary in the exercise or its powers. VFW 10147 shall conduct all operations hereunder in compliance with all applicable laws, and shall not permit any violations of law to remain upon said Premises.

13. ASSIGNMENT. This Agreement shall not be assigned by VFW 10147 without the prior written consent from City.
14. RENEWAL. This Agreement shall renew automatically on a year-to-year basis until terminated per the terms of Section 17 or Section 18 of this Agreement.
15. NOTICE As required for any purpose in this agreement, notice shall be addressed and sent by certified U.S. Mail, return receipt requested to:

City: City Administrator
City of Apopka
120 East Main Street
Apopka, FL 32704

VFW 10147: VFW Post 10147
P.O. Box 912
Apopka, FL 32704

16. DAMAGE BY VFW 10147 OR BY FIRE AND CASUALTY. In the event the Premises are damaged by fire or other casualty, not caused by the negligent or deliberate acts of VFW 10147, its agents, employees or guests, City may elect to repair the damage within a reasonable time or in the alternative at its sole option elect to terminate this Agreement. If City elects to terminate this Agreement under such conditions, any insurance proceeds payable due to fire or other causality become the sole property of the City. If the Premises are damaged by the intentional or negligent acts or omissions of the VFW 10147 or any of its agents, employees or guests, VFW 10147 shall be obligated to restore the Premises within a reasonable time at VFW 10147's expense.
17. DEFAULT AND TERMINATION. The failure of VFW 10147 to perform the services contemplated hereunder in a proper manner, to comply with any of the terms of this agreement, or to undertake or fail to undertake any action that causes a threat to the public health, safety, or welfare shall be grounds for immediate termination of this agreement. In the event of a default by VFW 10147 under this which default continues longer than seven (7) days after the giving of written notice to VFW 10147 by City demanding that the default be cured, City may terminate this Agreement or at its option City may take such action and expend such sums as may be necessary to cure the default

and charge it to the VFW 10147. City shall also be entitled to recovery of all attorney fees and costs associated with said default. In the event that VFW 10147 files a protest of the City's notice of default within seven (7) days of receipt of said notice, the City Council shall schedule a meeting to determine the reasonableness of City's declaration of default and make a decision that shall be considered final and binding to the parties.

18. **TERMINATION WITHOUT CAUSE.** Either party may terminate this agreement without cause by providing to the other ninety (90) days advance notice in writing.
19. **REMEDIES CUMULATIVE.** City's remedies under this Agreement are cumulative, and no one remedy shall be exclusive, in law or equity, of any other rights which City may have, and the exercise of one right or remedy shall not impair City's standing to exercise any other right or remedy.
20. **COSTS AND FEES.** In the event it is necessary for City to employ counsel to enforce the obligations of VFW 10147 hereunder, then VFW 10147 shall reimburse City for reasonable attorney fees so incurred, whether or not suit is filed; and if a legal action commenced by either party, then at the conclusion of such action the prevailing party shall be entitled to recover its reasonable costs and attorney fees, in addition to any other relief granted.
21. **GOVERNING LAW.** This Agreement shall be applied and construed in accordance with the Laws of Florida. Venue for any action hereunder shall be in Orange County, Florida. The courts of the State of Florida shall have jurisdiction to hear and decide any and all disputes which arise under this Agreement.
22. **MODIFICATION.** This Agreement may not be amended in any manner whatsoever, other than by written instrument signed by all parties hereto.
23. **BINDING EFFECT.** This Agreement shall be binding on, and inure to the benefit of, not only City and VFW 10147, but also their respective successors and assigns.
24. **SEVERABILITY.** If any provision hereof is declared invalid or unenforceable, it shall be served from this Agreement and the remainder of the Agreement shall continue in full force as if executed originally without the invalid portion.
25. **ENTIRETY OF AGREEMENT.** This Agreement sets forth the entire agreement of the parties; it takes precedence over all prior representations, negotiations and agreements, whether oral or written, which are deemed to have merged into this Agreement and have been extinguished to the extent not set forth specifically herein.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Agreement on the day and year first above written.

CITY: City of Apopka, Florida

VFW 10147: VFW 10147

By: _____
Joe Kilsheimer, Mayor

By: _____
Print Name: _____
Title: _____

Attest:

Linda Goff, City Clerk

Backup material for agenda item:

9. Authorize the purchase of an integrated financial and operational software system, including a multi-year maintenance and support agreement and authorize the mayor or designee to execute the contract and issue a purchase order to Edmunds & Associates, Inc. in the amount of \$184,874.50.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: October 21, 2015
FROM: Finance Dept.
EXHIBITS: Edmunds Contract including
Proposal and Payment Terms

SUBJECT: AUTHORIZE THE PURCHASE OF AN INTEGRATED FINANCIAL AND OPERATIONAL SOFTWARE SYSTEM, INCLUDING A MULTI-YEAR MAINTENANCE AND SUPPORT AGREEMENT AND AUTHORIZE THE MAYOR OR DESIGNEE TO EXECUTE THE CONTRACT AND ISSUE A PURCHASE ORDER TO EDMUNDS & ASSOCIATES, INC. IN THE AMOUNT OF \$184,874.50.

Request: REQUEST COUNCIL APPROVAL FOR THE MAYOR OR DESIGNEE TO EXECUTE THE MCSJ CONTRACT WITH EDMUNDS & ASSOCIATES, INC. AND ISSUE A PURCHASE ORDER.

SUMMARY:

The current financial software system, Information Management Services (IMS), has been utilized by the City since the late 1980's and is no longer sufficient to handle the financial recording and reporting for the City. Functionality is limited and to improve processes, such as the ability to accept phone credit card payments or process bank remote deposits, the City must request customized programming, which is costly and time consuming. Most of the newer software packages available today are easily downloaded into Excel allowing for improved reporting capabilities and can be customized in house with minimal programming knowledge.

The Finance Director and the City Administrator are both familiar with the Edmunds software and were involved in the research and in-depth reviews of other financial software packages during their previous positions. Longwood, Umatilla, and Eustis currently use the Edmunds software package, and we have placed reliance on their knowledge, understanding, and acceptance of the product. The purchase is being handled as an "evaluated source", since it has a proven quality and is determined to be in the best interest of the City.

The MCSJ software provided by Edmunds is an integrated system and includes the following modules: Finance, Electronic Requisitions, Accounts Receivable, Business Licensing, Payroll, Human Resources, Employee Self-Serve, Utility Billing, Customer Work Orders, Inventory Control, Online Payments, Developers Escrow, Permitting Self-Serve, Construction Permitting, and Code Enforcement. The total software and hardware cost is \$187,974.50, payable in four annual interest free installments of \$46,218.63. Training is included in the cost of implementation and the annual maintenance fees (starting in year 2) will be \$32,389. Implementation is expected to take eighteen months and will be performed in phases, starting with the Finance module.

FUNDING SOURCE:

General Fund – Information Technology 001-5110.519.6800 Intangible Assets and was included in the FY16 approved budget.

RECOMMENDATION ACTION:

Authorize the Mayor to execute the Contract on behalf of the City and issue a purchase order to Edmunds & Associates, Inc. in the amount of \$184,874.50.

DISTRIBUTION

Mayor Kilsheimer
Commissioners
City Administrator
Community Development Director

Finance Director
HR Director
IT Director
Police Chief

Public Services Director
Recreation Director
City Clerk
Fire Chief

**Edmunds & Associates, Inc.
MCSJ Contract – Apopka, FL**

Contract Terms & Conditions

A. Introduction.

This contract dated 14th day of October, 2015 defines the responsibilities of the City of Apopka (client) purchasing MCSJ computer system application software and/or hardware from Edmunds & Associates, Inc. (vendor). The Proposal for MCSJ Application Software dated 25th day of February 2015 is an addendum to this contract.

B. Vendor Responsibilities and Mutual Promises and Covenants

Whereas, Edmunds & Associates, Inc. is responsible for providing all hardware, system software, and MCSJ application software on the attached proposal, and

Unless otherwise noted training of MCSJ application software and installation of system software and hardware is the responsibility of the vendor, and

Whereas, Edmunds & Associates, Inc. is committed to providing the client with the highest level of support that is needed to ensure a successful installation.

Now therefore, in consideration of the mutual promises and covenants, the parties hereto agree that the client shall pay Edmunds & Associates, Inc., an amount as set forth herein, for services set forth in this document and in the vendor's response to the RFP (or attached proposal), all of which are hereby incorporated into and made part of this Contract. In addition the parties hereto agree as follows:

C. Client Responsibilities.

The client is expected to maintain the training schedule that is agreed upon and strict adherence to this schedule and performance of the tasks assigned to the client will greatly assist in the implementation of the client's new software application system.

The client's staff must dedicate adequate time and their undivided attention during training and completion of required tasks between sessions.

D. Hardware.

All hardware provided by the vendor will either meet or exceed the specifications listed on the latest proposal, and unless noted otherwise, the manufacturer's product listed on the proposal will be that provided by the vendor.

Now therefore, no responsibility is assumed for hardware not purchased from Edmunds & Associates, and the original manufacturer warrants all hardware proposed for one year.

E. Third Party Software.

Whereas, all third party software purchased by the client is covered by the original manufacturer's warranty and is bound by the stated license agreement, and the vendor assumes no responsibilities for these products.

Now therefore, support for these products is solely from the original software manufacturer and not from the vendor and this includes off the shelf software products such as MS Office, Lotus, Google docs and the like.

F. MCSJ Application Software.

Whereas, all Edmunds & Associates' MCSJ application software is covered by a one-year warranty that includes any upgrades or modifications made to the application software during this time period, and client is licensed to use each MCSJ application software module purchased from the vendor at one site and may copy the software for backup purposes only.

The client's MCSJ application software license is renewed on an annual basis by payment of a software support fee.

Now therefore, MCSJ software end user documentation is for the client's use only and may not be distributed outside of the client's site.

G. Support Agreements and Fees.

Whereas, vendor provides annual support agreements for both MCSJ application software and any hardware or system software provided by us, the first year of support for both is provided at no charge to the client.

Now therefore, regardless of when you purchase your computer system, the client will be invoiced for support and maintenance on a calendar year basis and if the client purchases the system in the middle of a year, the first year's maintenance will be prorated to account for the time remaining from the clients first year of gratuitous support and all maintenance fees are due on January 1st of the year that is to be covered by the agreement.

Edmunds & Associates breaks down support into two areas; MCSJ application software and hardware and/or system software. The application software support is mandatory to continue the use of the vendors MCSJ application systems.

The cost of application software support for the first non-gratuitous year will be based upon the MCSJ application software product's current list price.

The hardware and system software maintenance agreement is strongly recommended, but is not mandatory to receive service on these items. If a hardware agreement has not been executed, the client will be billed on a time and materials basis.

H. Conversion of Existing Data

Whereas, if Edmunds & Associates, Inc. agrees to convert some or all of the clients existing data, the cost and detail of this project will be on the attached proposal.

It is the client’s responsibility to get the data in a format acceptable to the vendor. If a third party is used to assist in the conversion, and for any reason the third party does not perform, is laggard in performing this task, or performs in error, Edmunds & Associates is not liable or susceptible to any damages and reconciliation of converted data is solely the responsibility of the client.

I. Payment terms

Payment I	Upon installation of MCSJ		\$46,218.62	
Payment II	1 year after installation		\$46,218.62	
Payment III	2 years after installation		\$46,218.63	
Payment IV	3 years after installation		\$46,218.63	
	Project will be fully invoiced at start		Total	\$184,874.50

Annual support agreements are invoiced separately each calendar year as per section H.

Year 2 would not exceed \$ 31,444.00

Year 3 would not exceed \$ 32,387.00

Year 4 would not exceed \$ 33,359.00

J. Termination of Support

If Client, at Client’s sole discretion, elects to terminate an annual support agreement by providing 30 day written notice to Vendor, then Vendor shall return that portion of the Client’s annual payment for annual support on a pro-rata basis proportional to the remainder of the calendar year for which services will not be rendered. In such event, all contracts between Client and Vendor shall thereby be deemed terminated.

K. Software License

Whereas, Edmunds & Associates hereby grants to Client a personal, nonexclusive, and nontransferable license and right, for the duration of this Agreement, to use any software

accessed or obtained by Client hereunder solely in accordance with the applicable Request for Proposal and for no other purposes.

Now therefore, client shall not, and shall not permit End Users to (a) distribute, sell, assign, transfer, or sublicense the software, or any part thereof, to any Third Party; adapt, modify, translate, reverse engineer, de-compile, disassemble, or create derivative works based on the software or any part thereof; (c) copy the software, in whole or in part, without including appropriate copyright notices; (d) except for providing electronic banking services to Client's customers, use the software in any manner to provide service bureau, time sharing, or other computer services to Third Parties; (e) export the software outside the United States, either directly or indirectly.

L. Governing Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. The sole and exclusive venue for any litigation arising out of or concerning this Contract and performance of services hereunder shall be in Orange County, Florida.

M. Acceptance

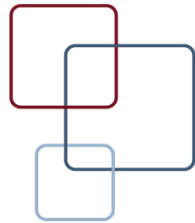
In Witness Whereof, it is the intent of the parties that Vendor and Client have signed this Contract and further, that the parties have executed this Contract the day and year first written above.

Witness: Edmunds & Associates, Inc.

_____ By: _____
Richard Evoy, Vice President

Witness: City of Apopka

_____ By: _____
Joseph E. Kilsheimer, Mayor



**EDMUNDS
& ASSOCIATES**
Simple. Effective. Solutions.

Cost Proposal Presented to:

City of Apopka, FL

February 25th, 2015

Michael Lesher, Regional Manager
MikeL@EdmundsAssoc.com
301A Tilton Road | Northfield, NJ 08225
Phone: 888.336.6999
www.EdmundsAssoc.com

Cost Summary	Fees / Costs	Training (Hours)	Maintenance Fees ^b
MCSJ Application License Fees	\$151,900.00		\$32,389.00
Training Cost ^a	\$0.00	238	N/A
Services & Other Application Fees	\$14,074.50		
Conversion Fees	\$43,000.00		
Less: Courtesy Discount	(\$21,000.00)		
Total Proposed Cost:	\$187,974.50	238	\$32,389.00

^a Initial training & implementation costs are included with the MCSJ Application License Fees, additional hours are billed at \$150.00 / hour.

^b The first year of maintenance fees are included with the MCSJ Application License Fees. The Fees listed are for year 2 of the contract. The Annual Maintenance fees include all federal and state mandated changes, annual application upgrades and enhancements, unlimited phone, email and web based support and E&A User Group membership.

Purchase Terms & Conditions:

1. All software applications are warranted for one year from the date of installation.
2. A purchase order must be sent prior to initiating a work order for installation to be scheduled.

Please forward all Purchase Orders to:

Edmunds & Associates, Inc.
 c/o Jessica Jensen
 301A Tilton Road | Northfield, NJ 08225
 Phone: 609.645.7333 | Fax: 609.645.3111
 Email: JessicaJ@EdmundsAssoc.com
www.EdmundsAssoc.com

Software Applications	License Fees	Training (Hours)	Maintenance Fees
MCSJ Finance Super Suite I	\$15,000.00	24	\$3,308.00
MCSJ Electronic Requisitions I	\$4,500.00	12	\$945.00
MCSJ Accounts Receivable & Business Licensing II	\$10,500.00	12	\$1,785.00
MCSJ Payroll I	\$10,500.00	20	\$2,316.00
MCSJ Human Resources I	\$10,500.00	20	\$2,205.00
MCSJ Employee Self Service Portal I	\$7,500.00	8	\$1,575.00
MCSJ Utility Billing & Collections II	\$30,000.00	40	\$6,300.00
MCSJ Customer Work Orders I	\$10,500.00	16	\$2,205.00
MCSJ Inventory Control I	\$15,000.00	20	\$2,205.00
MCSJ WIPP II (On-line Inquiry and Payments)	\$2,400.00	2	\$2,400.00
MCSJ Developers Escrow I	\$4,500.00	8	\$945.00
MCSJ Permitting Self Service II	\$12,500.00	16	\$2,500.00
MCSJ Construction Permitting & Code Enforcement II	\$18,500.00	40	\$3,700.00

Totals:	\$151,900.00	238	\$32,389.00
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* The MCSJ Finance Super Suite includes the following fully integrated modules: General Ledger, Revenue & Expense tracking, Accounts Payable (with Purchase Orders), Fixed Assets and Bank Reconciliation.

* MCSJ WIPP is a service and is billed annually with your support agreement

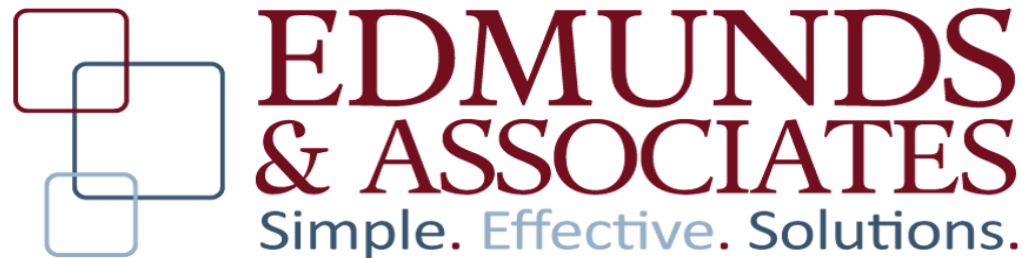
Services & Other Applications	Cost
SQL Database (Only one SQL Database is required)	
Pervasive SQL - 50 Concurrent user license	\$6,154.50
MS SQL	N/A*
<i>*E&A does not resell MS SQL, the client must procure it from a third party vendor</i>	
Other Services / Equipment	
Installation II	\$1,680.00
Project Management II	\$5,000.00
Epson Receipt / Validator each	\$760.00
Symbol Bar Code Scanner each	\$480.00
Totals:	\$14,074.50

Conversion Services	Cost
Finance Conversions	
Chart of Accounts	\$0.00
Vendor Master File	\$0.00
Transaction History (Summary)	\$7,500.00
Payroll Conversions	
Employee Master File	\$3,000.00
Employee Pay History (Summary)	\$5,000.00
AR/Business Licensing Conversions	
Customer Master File	\$2,000.00
Prior Year Licenses	\$2,000.00
Utility Conversions	
Utility Master File	\$3,000.00
Meter Readings	\$3,500.00
Transaction History (Summary)	\$7,500.00
Permits/Enforcement Conversions	
Contractor Master File	\$1,500.00
Open Permits	\$3,000.00
Open Violations	\$3,000.00
Inventory Conversions	
Inventory Master File	\$2,000.00
Totals:	\$43,000.00

CITY OF APOPKA
Standard verse Multi-Year Payment Plan
Tuesday, June 16, 2015
(based on cost proposal dated February 25, 2015)

Year	Standard Payment Schedule			Four Year Payment Plan		
	Initial Cost	Maintenance Fees	Total	Initial Cost	Maintenance Fees	Total
Year 1	\$ 184,874.50	\$ -	\$ 184,874.50	\$ 46,218.63		\$ 46,218.63
Year 2	\$ -	\$ 31,444.00	\$ 31,444.00	\$ 46,218.63	\$ 31,444.00	\$ 77,662.63
Year 3	\$ -	\$ 32,387.00	\$ 32,387.00	\$ 46,218.63	\$ 32,387.00	\$ 78,605.63
Year 4	\$ -	\$ 33,359.00	\$ 33,359.00	\$ 46,218.63	\$ 33,359.00	\$ 79,577.63
Year 5	\$ -	\$ 34,360.00	\$ 34,360.00	\$ -	\$ 34,360.00	\$ 34,360.00

- 1) Normal terms for the standard payment schedule is 50% of initial cost upon installation, 40% within next 60 days, and 10% upon final acceptance
- 2) Payment plan terms are first year's initial cost upon installation, and remaining three years are billed in October with a January, 20XX due date



Backup material for agenda item:

1. ORDINANCE NO. 2445 - SECOND READING & ADOPTION
Amending the Code of Ordinances of the City of Apopka,
Chapter 63, "Retirement Systems," Article IV, "Police
Officers' Retirement System," Section 63-105, "Contributions",
and Section 63-106, "Benefit Amounts and Eligibility."

Glenn A. Irby



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER: Ordinance

MEETING OF: October 21, 2015
FROM: Police Department
EXHIBITS: Actuarial Impact Report
Clerk's Certified Results

SUBJECT:

ORDINANCE 2445 -AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING CHAPTER 63, "RETIREMENT SYSTEMS", ARTICLE IV, "POLICE OFFICERS' RETIREMENT SYSTEM", SECTION 63-105, "CONTRIBUTIONS", AND SECTION 63-106, "BENEFIT AMOUNTS AND ELIGIBILITY"; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Request:

ACCEPT THE SECOND READING AND ADOPT ORDINANCE NO. 2445.

SUMMARY:

The administration of the City of Apopka, in conjunction with the board of the Apopka Police Municipal Police Officers' Retirement Trust Fund, desires to amend the current police officers' retirement plan.

The plan is required to comply with the minimum benefits of Chapter 185, Florida Statutes, and the plan receives state revenues to ensure compliance and enhance the plan. Changes in the use of the state revenues have prompted the city administration and the police members to agree to use the accumulated funds for the proposed plan amendments. The plan currently provides an annual benefit calculation of 3.6 % for the member's first ten years of credited service and 4 % thereafter. This proposal will change the annual benefit calculation to a straight 4.0 % per year of credited service. In order to fund this improvement, the accumulated state revenues will be utilized and each member's contribution will be increased from 7% to 9% of payroll.

The membership was offered a vote and was given three options. The results of the vote are as follows: Of 88 members in the plan, 70 voted (79.5%). 70 members chose option 1 (the attached proposal); 0 members chose option 2 (distribute equitably the revenues), and 0 members chose option 3 (return the revenues to the city). The ballot and results are attached.

FUNDING SOURCE:

Accumulated and future state premium tax revenues
Municipal Police Officers' Retirement Trust Fund member's additional contributions

RECOMMENDATION ACTION:

Adopt Ordinance No. 2445.

DISTRIBUTION

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

ORDINANCE NO. 2445

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING CHAPTER 63, "RETIREMENT SYSTEMS", ARTICLE IV, "POLICE OFFICERS' RETIREMENT SYSTEM," SECTION 63-105, "CONTRIBUTIONS," AND SECTION 63-106, "BENEFIT AMOUNTS AND ELIGIBILITY," PROVIDING FOR DIRECTIONS TO THE CITY CLERK, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Apopka, Florida has established the City of Apopka Municipal Police Officers' Retirement Trust Fund for the benefit of its police officer employees and their beneficiaries; and

WHEREAS, the City of Apopka Municipal Police Officers' Retirement Trust Fund is intended to comply with the minimum benefits of Chapter 185, Florida Statutes and receives premium tax revenues for said compliance, to be used to enhance benefits for police officers.; and

WHEREAS, the City Council has determined that is in the best interest of the City and its police officers to use accumulated premium tax revenues and, to the extent permissible by law, future additional premium tax revenues, to fund benefit increases for its police officer employees; and

WHEREAS, by mutual consent of the City and a majority of the City's police officers, the accumulated excess premium tax revenue reserves and future additional premium tax revenue in an amount to be determined by the plan actuary shall be used to fund this benefit enhancement; and

WHEREAS, in order to implement the changes, amendment of the City of Apopka Municipal Police Officers' Retirement Trust Fund is required,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA THAT:

SECTION I. Amendment of Section 63-105.

That Section 63-105, "Contributions", of Article IV, of Part II of the Code of Ordinances of the City of Apopka, is hereby amended to read as follows:

(Note: ~~Strikethroughs~~ and underlines represent deletions and additions respectively):

Sec. 63-105. - Contributions.

(a) *Member contributions:*

- (1) *Amount.* Each member of the system shall be required to make regular contributions to the fund in the amount of nine ~~seven~~ percent of his salary. Member contributions withheld by the city on behalf of the member shall be deposited with the board immediately after each pay period. The contributions made by each member to the fund shall be designated as employer contributions pursuant to § 414(h) of the Code. Such designation is contingent upon the contributions being excluded from the members' gross

ORDINANCE NO. 2445

Page 2 of 2

income for federal income tax purposes. For all other purposes of the system, such contributions shall be considered to be member contributions.

(2) *Method.* Such contributions shall be made by payroll deduction.

SECTION II. Amendment of Section 63-106.

That Section 63-106, "Benefit amounts and eligibility", of Article IV, of Part II of the Code of Ordinances of the City of Apopka, is hereby amended to read as follows:

(Note: ~~Strikethroughs~~ and underlines represent deletions and additions respectively):

Sec. 63-106. - Benefit amounts and eligibility.

(b) *Normal retirement benefit.* A member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his retirement and be continued thereafter during member's lifetime, ceasing upon death, but with 120 monthly payments guaranteed in any event. The monthly retirement benefit shall equal ~~3.6 percent of average final compensation for each of the first ten years of credited service and~~ four percent (4%) for each year of credited service ~~in excess of ten years.~~

SECTION III. Directions to the City Clerk.: That the City Clerk, or the City Clerk's designee, is hereby authorized to include this amendment in the Apopka Code of Ordinances of the City of Apopka, Florida. The Clerk may make format changes as necessary to ensure consistency with the current Code protocol.

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: In accordance with State law, this Ordinance shall become effective October 1, 2015.

FIRST READING: October 7, 2015
SECOND READING
AND ADOPTION: October 21, 2015

ATTEST:

Joe Kilsheimer, Mayor

Linda Goff, City Clerk

DULY ADVERTISED FOR PUBLIC HEARING:

October 9, 2015

PLEASE VOTE FOR ONE (1) OF THE OPTIONS

1. 70 Increase the current multiplier from 3.6% to 4% for the first 10 years of credited service. This choice would use all available current state monies and state money reserve, as well as require the member contributions to go up 2%, from 7% to 9%. The multiplier would be 4% for all years of credited service (maximum 100%/25 years).

2. 0 The Creation of a "share plan" that would provide for equitable distribution among members of state reserve monies.

3. 0 Give all current state reserve monies to city to off-set the city's required contribution/liability. This choice would reduce the amount of money the city would have been required to contribute to the plan.

70 Signatures/Votes

October 1, 2015

Certified By:

Steve Erick
Steve Erick, Chair Police Pension

Linda Goff
Linda Goff, City Clerk

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

Valuation Date:		Valuation Results	Proposed Benefit	Increase
Applicable Fiscal Year:		<u>October 1, 2014</u>	<u>October 1, 2014</u>	
		<u>September 30, 2016</u>	<u>September 30, 2016</u>	
Benefit Formula Multiplier:				
Years of Credited Service:	First 10	3.60%	4.00%	
	After 10	4.00%	4.00%	
Future Rate of Employee Contributions		7.00%	9.00%	
1. Contributions				
* Total Required Contribution		\$ 2,093,320	\$ 2,281,862	\$ 188,542
<i>Percentage of Payroll</i>		35.87%	39.10%	3.23%
* Estimated Employee Contribution		\$ 408,557	\$ 525,288	\$ 116,731
<i>Percentage of Payroll</i>		7.00%	9.00%	2.00%
* State Contribution ¹		\$ 252,841	\$ 333,506	\$ 80,665
<i>Percentage of Payroll</i>		4.33%	5.71%	1.38%
* City Contribution ²		\$ 1,431,922	\$ 1,423,068	\$ (8,854)
<i>Percentage of Payroll</i>		24.53%	24.38%	-0.15%
2. Pension Plan Asset Information				
* Actuarial Value of Assets		\$ 39,668,376	\$ 39,668,376	
* Market Value of Assets		\$ 38,742,430	\$ 38,742,430	
3. Liability Information				
* Actuarial Accrued Liability		\$ 41,316,716	\$ 42,428,026	\$ 1,111,310
* Unfunded Actuarial Accrued Liability		\$ 1,648,340	\$ 2,759,650	\$ 1,111,310
4. Supplemental Actuarial Information				
* Actuarial Accrued Liability				
1) Without Excess State Monies Reserve		\$ 40,877,764	\$ 42,428,026	\$ 1,550,262
2) Excess State Monies Reserve		<u>438,952</u>	<u>-</u>	<u>(438,952)</u>
3) Total		\$ 41,316,716	\$ 42,428,026	\$ 1,111,310
* State Annual Contribution				
1) 2014 Amount		\$ 333,506	\$ 333,506	
2) "Frozen" Amount (<i>prior to application of maximum</i>)		<u>(252,841)</u>	<u>(441,383)</u>	
3) Available for Future Plan Improvements beyond Chapter 185 Minimum Plan		\$ 80,665	\$ (107,877)	
* Increase in "Frozen" Amount of State Contribution due to Plan Improvements				
1) Normal Cost		\$ 1,950,596	\$ 2,080,376	\$ 129,780
2) 30-Year Amortization of AAL		\$ 108,526	\$ 167,288	<u>58,762</u>
3) Total (<i>after application of maximum</i>)		\$ 252,841	\$ 333,506	\$ 188,542
* Projected Annual Payroll		\$ 5,836,530	\$ 5,836,530	

¹ "Frozen" pursuant to the provisions of Chapter 185, Florida Statutes. For estimate purposes, "Frozen" amount is maxed at revised 2014 State disbursement amount of \$333,506.

² The City is required to contribute a minimum of 4% of reported Payroll.

Backup material for agenda item:

2. ORDINANCE NO. 2451 - SECOND READING & ADOPTION
Amending the Code of Ordinances of the City of Apopka,
Chapter 63, "Retirement Systems," Article III, "Firefighters'
Retirement System," Section 63-65, "Contributions", and
Section 63-66, "Benefit Amounts and Eligibility."

Glenn A. Irby



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA

PUBLIC HEARING

SPECIAL REPORTS

OTHER: Ordinance

MEETING OF: October 21, 2015

FROM: Fire Department

EXHIBITS: Actuarial Impact Report

Clerk's Certified Results

SUBJECT: **ORDINANCE 2451 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF APOPKA, CHAPTER 63, "RETIREMENT SYSTEMS," ARTICLE III, "FIREFIGHTERS' RETIREMENT SYSTEM," SECTION 63-65, "CONTRIBUTIONS," AND SECTION 63-66, "BENEFIT AMOUNTS AND ELIGIBILITY," PROVIDING FOR DIRECTIONS TO THE CITY CLERK, FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.**

Request: **ACCEPT THE SECOND READING AND ADOPT ORDINANCE NO. 2451.**

SUMMARY:

The administration of the City of Apopka, in conjunction with the board of the Apopka Firefighters' Retirement Trust Fund, desires to amend the current firefighters' retirement plan.

The plan is required to comply with the minimum benefits of Chapter 175, Florida Statutes, and the plan receives state revenues to ensure compliance and enhance the plan. Changes in the use of the state revenues have prompted the city administration and the fire members to agree to use the accumulated funds for the proposed plan amendments. The plan currently provides a monthly benefit calculation of 3% per service year, to a tier system of 3% for the member's first 10 years of credited service, 3.5% for service years 11 through 20, and 4% for service years 21-30.

The membership voted to utilize the accumulated state revenues and increase each member's contribution from 8.3% to 9.3% to fund this improvement and reduce the impact on the city's funding of these changes to the plan. The results of the vote are as follows: 75 members in the plan: 74 voted; 73 members chose option 1; 1 member chose option 2; and 0 members chose option 3. The ballot, with results, is attached.

FUNDING SOURCE:

Accumulated and future state premium tax revenues

Municipal Firefighters' Retirement Trust Fund member's additional contributions

RECOMMENDATION ACTION:

Adopt Ordinance No. 2451.

DISTRIBUTION

Mayor Kilsheimer

Commissioners

City Administrator

Community Development Director

Finance Director

HR Director

IT Director

Police Chief

Public Services

Recreation Director

City Clerk

Fire Chief

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

Valuation Date:		Valuation Results	Proposed Benefit	Increase
Applicable Fiscal Year:		<u>October 1, 2014</u>	<u>October 1, 2014</u>	
		<u>September 30, 2016</u>	<u>September 30, 2016</u>	
Benefit Formula Multiplier:				
	Years of Credited Service:			
		First 10	3.00%	3.00%
		10 to 20	3.00%	3.50%
		After 20	3.00%	4.00%
1. Contributions				
* Total Required Contribution		\$ 1,172,117	\$ 1,336,197	\$ 164,080
<i>Percentage of Payroll</i>		23.70%	27.01%	3.32%
* Estimated Employee Contribution		\$ 410,531	\$ 459,993	\$ 49,462
<i>Percentage of Payroll</i>		8.30%	9.30%	1.00%
* State Contribution ¹		\$ 165,010	\$ 280,687	\$ 115,677
<i>Percentage of Payroll</i>		3.34%	5.67%	2.34%
* City Contribution ²		\$ 596,576	\$ 595,517	\$ (1,059)
<i>Percentage of Payroll</i>		12.06%	12.04%	-0.02%
2. Pension Plan Asset Information				
* Actuarial Value of Assets		\$ 31,308,243	\$ 31,308,243	
* Market Value of Assets		\$ 30,593,421	\$ 30,593,421	
3. Liability Information				
* Actuarial Accrued Liability		\$ 32,832,608	\$ 34,003,992	\$ 1,171,384
* Unfunded Actuarial Accrued Liability		\$ 1,524,365	\$ 2,695,749	\$ 1,171,384
4. Supplemental Actuarial Information				
* Actuarial Accrued Liability				
1) Without Excess State Monies Reserve		\$ 32,078,647	\$ 34,003,992	\$ 1,925,345
2) Excess State Monies Reserve		<u>753,961</u>	<u>-</u>	<u>(753,961)</u>
3) Total		\$ 32,832,608	\$ 34,003,992	\$ 1,171,384
* State Annual Contribution				
1) 2014 Amount		\$ 280,687	\$ 280,687	
2) "Frozen" Amount (prior to application of maximum)		<u>(165,010)</u>	<u>(329,090)</u>	
3) Available for Future Plan Improvements beyond Chapter 175 Minimum Plan		\$ 115,677	\$ (48,403)	
* Increase in "Frozen" Amount of State Contribution due to Plan Improvements				
1) Increase in Normal Cost				\$ 94,762
2) 30-Year Amortization of Increase in AAL				<u>69,318</u>
3) Total (after application of maximum)		\$ 165,010	\$ 280,687	\$ 164,080
* Projected Annual Payroll		\$ 4,946,151	\$ 4,946,151	

¹ "Frozen" pursuant to the provisions of Chapter 175, Florida Statutes. For estimate purposes, "Frozen" amount is maxed at 2014 State contribution of \$280,687.

² The City is required to contribute a minimum of 4% of reported Payroll.

APOPKA FIREFIGHTER PENSION

Please mark one of the three choices that you find most favorable.


1. 73 A multiplier increase from the current 3% per service year, to a tier system of 3% first 10 years, 3.5% year 11-20, 4% year 21-30 maximum 100%. This choice would use all available current state monies and state money reserve, as well as require the member contributions to go up 1%, from 8.3% to 9.3%.

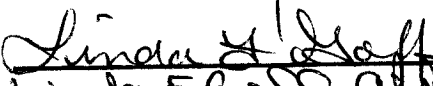
2. 1 The Creation of a "share plan" that would provide for equitable distribution among members of state reserve monies.

3. _____ Give all current state reserve monies to city to pay toward unfunded liability of the plan.

Certified by:

74 Signatures
9/30/2015


Mark F. Goff, Chair, Fire Pension


Linda F. Goff, City Clerk

ORDINANCE NO. 2451

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF APOPKA, CHAPTER 63, "RETIREMENT SYSTEMS," ARTICLE III, "FIREFIGHTERS' RETIREMENT SYSTEM," SECTION 63-65, "CONTRIBUTIONS," AND SECTION 63-66, "BENEFIT AMOUNTS AND ELIGIBILITY," PROVIDING FOR DIRECTIONS TO THE CITY CLERK, FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, The City of Apopka, Florida has established the City of Apopka Firefighters' Retirement Trust Fund for the benefit of its firefighter employees and their beneficiaries; and

WHEREAS, The City of Apopka Firefighters' Retirement Trust Fund is intended to comply with the minimum benefits of Chapter 175, Florida Statutes and receives premium tax revenues for said compliance, to be used to enhance benefits for firefighters; and

WHEREAS, the City Council has determined that is in the best interest of the City and its firefighters' to use accumulated premium tax revenues and, to the extent permissible by law, future additional premium tax revenues, to fund benefit increases for its firefighter employees; and

WHEREAS, by mutual consent of the City and a majority of the City's firefighters, the accumulated excess premium tax revenue reserves and future additional premium tax revenue in an amount to be determined by the plan actuary shall be used to fund this benefit enhancement; and

WHEREAS, in order to implement the changes, an amendment of the City of Apopka Firefighters' Retirement Trust Fund is required,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA THAT:

SECTION I. Amendment of Section 63-65.

That Section 63-65, "Contributions", of Article III, of Part II of the Code of Ordinances of the City of Apopka, is hereby amended to read as follows:

(Note: ~~Strikethroughs~~ and underlines represent deletions and additions, respectively):

Sec. 63-65. - Contributions.

(a) *Member contributions:*

- (1) *Amount.* Each member of the system shall be required to make regular contributions to the fund in the amount of ~~8.3~~ 9.3 percent of the members' salary. Member contributions withheld by the city on behalf of the member shall be deposited with the board immediately after each pay period. The contributions made by each member to the fund shall be designated as employer contributions pursuant to section 414(h) of the Code.

Such designation is contingent upon the contributions being excluded from the members' gross income for Federal Income Tax purposes. For all other purposes of the system, such contributions shall be considered to be member contributions.

- (2) *Method.* Such contributions shall be made by payroll deduction.

SECTION II. Amendment of Section 63-66.

That Section 63-66, "Benefit amounts and eligibility", of Article III, of Part II of the Code of Ordinances of the City of Apopka, is hereby amended to read as follows:

(Note: ~~Strikethroughs~~ and underlines represent deletions and additions, respectively):

Sec. 63-66. - Benefit amounts and eligibility.

* * *

- (b) *Normal retirement benefit.* A member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his retirement and be continued thereafter during member's lifetime, ceasing upon death, but with 120 monthly payments guaranteed in any event. The monthly retirement benefit shall equal three percent of average final compensation for each year of credited service during the first 10 years of service, three and one-half percent for years 11 through 20 and four percent for each year of credited service after 20 years.

* * *

SECTION III. Directions to the City Clerk: That the City Clerk, or the City Clerk's designee, is hereby authorized to include this amendment in the Apopka Code of Ordinances of the City of Apopka, Florida. The Clerk may make format changes as necessary to ensure consistency with the current Code protocol.

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: In accordance with State Law, this Ordinance shall become effective October 1, 2015.

ORDINANCE NO. 2451

Page 3 of 3

FIRST READING: October 7, 2015

SECOND READING
AND ADOPTION: October 21, 2015

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda F. Goff, City Clerk

DULY ADVERTISED FOR PUBLIC HEARING: September 25, 2015.

Backup material for agenda item:

3. ORDINANCE NO. 2453 - SECOND READING & ADOPTION
Amending Chapter 22 "Buildings and Building
Regulations," Apopka Code of Ordinances, Section 22-37
"Amendments", adopting the current version of the Building
Officials Association of Florida Model Administrative Code.

Ray Marsh



CITY OF APOPKA CITY COUNCIL

<input type="checkbox"/> CONSENT AGENDA	MEETING OF: October 21, 2015
<input type="checkbox"/> PUBLIC HEARING	FROM: Building Division
<input type="checkbox"/> SPECIAL HEARING	EXHIBITS: Ordinance No. 2453
<input checked="" type="checkbox"/> OTHER:	BOAF Model Administrative Code

SUBJECT: SECOND READING & ADOPTION OF ORDINANCE NO. 2453, AMENDING CHAPTER 22 “BUILDINGS AND BUILDING REGULATIONS,” APOPKA CODE OF ORDINANCES, SECTION 22-37. “AMENDMENTS”

REQUEST: ADOPT ORDINANCE NO. 2453.

SUMMARY

Pursuant to Chapter 553, F.S., the Florida Building Commission adopts amendments to the “Florida Building Code” which is applicable to all local governments throughout the State. The law establishing the statewide code allows local jurisdictions to adopt administrative and technical amendments to the unified standards as the local jurisdiction finds appropriate.

Adopting amendments to the Florida Building Code allows for consistency in the delivery of service by the Apopka Building Division.

Ordinance No. 2453 adopts the current version of the Building Officials Association of Florida (BOAF) Model Administrative Code. By adopting Ordinance No. 2453, the City of Apopka will be in compliance with the current version of the BOAF Model Administrative Code and will not be required to adopt amending ordinances as the Model Administrative Code is modified.

FUNDING SOURCE: N/A

RECOMMENDED ACTION:

Adopt Ordinance No. 2453.

DISTRIBUTION

Mayor Kilsheimer	Finance Director	Public Ser. Director
Commissioners (4)	HR Director	City Clerk
City Administrator Irby	IT Director	Fire Chief
Community Dev. Director	Police Chief	

ORDINANCE NO. 2453

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING CHAPTER 22, "BUILDINGS AND BUILDING REGULATIONS," ARTICLE II, "BUILDING CODE," SECTION 22-37, "AMENDMENTS" OF THE CITY OF APOPKA CODE OF ORDINANCES, IN COMPLIANCE WITH CHAPTER 553, F.S.; PROVIDING FOR ADMINISTRATIVE AND TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE; PROVIDING FOR DIRECTIONS TO THE CITY CLERK; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 166, F.S., empowers the City of Apopka to adopt regulations which further a municipal purpose; and

WHEREAS, the City of Apopka has adopted regulations relative to Buildings and Building Regulations, Chapter 22 of the Apopka Municipal Code, in the interest of protecting the general welfare of its citizens; and

WHEREAS, the Florida Building Commission has, pursuant to Chapter 553.73 F.S., adopted amendments to the "Florida Building Code" which shall be applicable to all local governments throughout the State; and

WHEREAS, Chapter 553.73 F.S. allows for administrative and technical amendments to the Florida Building Code at the local jurisdiction's discretion; and

WHEREAS, the City Council of the City of Apopka finds it necessary and beneficial to make the administrative and technical amendments to portions of the Florida Building Code to ensure consistency relative to the operations and procedures and development standards within the Apopka Building Division; and

WHEREAS, the City Council of the City of Apopka believes that the interests of the residents and visitors of Apopka are best served by local administration and enforcement of the City's regulations; and

WHEREAS, the City Council of the City of Apopka, Florida, in light of the above recitals, has determined that the continued protection of the health, safety and welfare of its citizens requires that Chapter 22, Article II, Section 22-37 of the Apopka Code of Ordinances be amended.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, as follows:

SECTION I. That Section 22-37, of Chapter 22, Buildings and Building Regulations, of the Apopka Municipal Code be amended and replaced in its entirety to read the City Council of the City of Apopka adopts the current version of The Building Officials Association of Florida Model Administrative Code.

SECTION II. That if any section or portion of a section or subsection of this ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section or subsection or part of this ordinance.

SECTION III. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION IV. That the City Clerk shall transmit a copy of this ordinance to the Florida Building Commission within 30 days of final adoption.

SECTION V. That this ordinance shall take effect upon adoption.

Adopted this _____ day of _____, 2015.

FIRST READING: October 7, 2015

SECOND READING

AND ADOPTION: October 21, 2015

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda F. Goff, City Clerk

DULY ADVERTISED FOR PUBLIC HEARING: October 9, 2015

The Building Officials Association of Florida is proud to present this model document for use by its members as a tool to facilitate the uniform and consistent application of local amendments to the administrative provisions of the Florida Building Code. Every effort has been made to present the amendments in mandatory language format. The language that is shaded represents those text revisions approved by the BOAF Board of Directors at their spring meeting in Lake Mary on March 6, 2015

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Chapter 1

Scope and Administration

PART 1—SCOPE AND APPLICATION

SECTION 101 GENERAL

101.1 Title. These regulations shall be known as the *Florida Building Code*, hereinafter referred to as “this code.”

101.2 Scope. The provisions of this code shall apply to the construction, *alteration*, relocation, enlargement, replacement, *repair*, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exception:

1. Detached one- and two-family *dwellings* and multiple single-family *dwellings (townhouses)* not more than three *stories* above *grade plane* in height with a separate *means of egress* and their accessory structures shall comply with the *Florida Building Code, Residential*.
2. Existing buildings undergoing repair, alterations or additions or change of occupancy shall comply with the provisions of the *Florida Building Code, Existing Building*.

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted. (*List the adopted Appendices here*)

101.2.2 Florida Building Code, Residential Construction standards or practices which are not covered by Florida Building Code, Residential volume shall be in accordance with the provisions of Florida Building Code, Building.

101.3 Intent. The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, *means of egress* facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.

101.3.1 Quality control. Quality control of materials and workmanship is not within the purview of this code except as it relates to the purposes stated herein.

101.3.2 Warranty and Liability. The permitting, plan review or inspection of any building, system or plan by this jurisdiction, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. This jurisdiction shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting.

101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.8 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

101.4.1 Gas. The provisions of the *Florida Building Code, Fuel Gas* shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

101.4.2 Mechanical. The provisions of the *Florida Building Code, Mechanical* shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

101.4.3 Plumbing. The provisions of the *Florida Building Code, Plumbing* shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. The provisions of the *International Private Sewage Disposal Code* shall apply to private sewage disposal systems.

101.4.4 Property maintenance. *(This is where to reference your jurisdictions Property Maintenance code or minimum housing code or ordinance)* The provisions of the *International Property Maintenance Code* shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

101.4.5 Fire prevention. For provisions related to fire prevention, refer to the Florida Fire Prevention Code. The Florida Fire Prevention Code shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression, automatic sprinkler systems and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

101.4.6 Energy. The provisions of the *Florida Building Code, Energy Conservation* shall apply to all matters governing the design and construction of buildings for energy efficiency.

101.4.7 Accessibility. For provisions related to accessibility, refer to the *Florida Building Code, Accessibility*.

101.4.8 Manufactured buildings. For additional administrative and special code requirements, see Section 458, *Florida Building Code, Building*, and Rule 61-41 *Florida Administrative Code*.

SECTION 102 APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

102.1.1 The *Florida Building Code* does not apply to, and no code enforcement action shall be brought with respect to, zoning requirements, land use requirements and owner specifications or programmatic requirements which do not pertain to and govern the design, construction, erection, alteration, modification, repair or demolition of public or private buildings, structures or facilities or to programmatic requirements that do not pertain to enforcement of the *Florida Building Code*. Additionally, a local code enforcement agency may not administer or enforce the *Florida Building Code, Building* to prevent the siting of any publicly owned facility, including, but not limited to, correctional facilities, juvenile justice facilities, or state universities, community colleges, or public education facilities, as provided by law.

102.2 Building. The provisions of the *Florida Building Code* shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided in the *Florida Building Code, Existing Building*. The following buildings, structures and facilities, except for those located in a Special Flood Hazard Area are exempt from the *Florida Building Code* as provided by law, and any further exemptions shall be as determined by the legislature and provided by law:

(a) Building and structures specifically regulated and preempted by the federal government.

(b) Railroads and ancillary facilities associated with the railroad.

(c) Nonresidential farm buildings on farms.

(d) Temporary buildings or sheds used exclusively for construction purposes.

(e) Mobile or modular structures used as temporary offices, except that the provisions of Part II (Section 553.501-553.513, *Florida Statutes*) relating to accessibility by persons with disabilities shall apply to such mobile or modular structures. Permits shall be required for structural support and tie down, electric supply and all other such utility connections to such mobile or modular structures as required by this jurisdiction.

(f) Those structures or facilities of electric utilities, as defined in Section 366.02, *Florida Statutes*, which are directly involved in the generation, transmission, or distribution of electricity.

(g) Temporary sets, assemblies, or structures used in commercial motion picture or television production, or any sound-recording equipment used in such production, on or off the premises.

(h) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term “chickee” means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other nonwood features.

(i) Family mausoleums not exceeding 250 square feet (23 m²) in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

(j) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

(k) A building or structure having less than 1,000 square feet (93 m²) which is constructed and owned by a natural person for hunting and which is repaired or reconstructed to the same dimension and condition as existed on January 1, 2011, if the building or structure:

1. Is not rented or leased or used as a principal residence;
2. Is not located within the 100-year floodplain according to the Federal Emergency Management Agency’s current Flood Insurance Rate Map; and
3. Is not connected to an off-site electric power or water supply.

102.2.1 In addition to the requirements of Section 553.79 and 553.80, *Florida Statutes*, facilities subject to the provisions of Chapter 395, *Florida Statutes*, and Part II of Chapter 400, *Florida Statutes*, shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of Chapter 395, *Florida Statutes*, and Part II of Chapter 400, *Florida Statutes*, and the certification requirements of the federal government.

102.2.2 Residential buildings or structures moved into or within a county or municipality shall not be required to be brought into compliance with the state minimum building code in force at the time the building or structure is moved, provided:

1. The building or structure is structurally sound and in occupiable condition for its intended use;
2. The occupancy use classification for the building or structure is not changed as a result of the move;
3. The building is not substantially remodeled;
4. Current fire code requirements for ingress and egress are met;
5. Electrical, gas and plumbing systems meet the codes in force at the time of construction and are operational and safe for reconnection; and
6. Foundation plans are sealed by a professional engineer or architect licensed to practice in this state, if required by the *Florida Building Code*, Building for all residential buildings or structures of the same occupancy class.

102.2.3 The building official shall apply the same standard to a moved residential building or structure as that applied to the remodeling of any comparable residential building or structure to determine whether the moved structure is substantially remodeled. The cost of the foundation on which the moved building or structure is placed shall not be included in the cost of remodeling for purposes of determining whether a moved building or structure has been substantially remodeled.

102.2.4 This section does not apply to the jurisdiction and authority of the Department of Agriculture and Consumer Services to inspect amusement rides or the Department of Financial Services to inspect state-owned buildings and boilers.

102.2.5 Each enforcement district shall be governed by a board, the composition of which shall be determined by the affected localities.

1. At its own option, each enforcement district or local enforcement agency may adopt rules granting to the owner of a single-family residence one or more exemptions from the Florida Building Code relating to:

a. Addition, alteration, or repairs performed by the property owner upon his or her own property, provided any addition or alteration shall not exceed 1,000 square feet (93 m²) or the square footage of the primary structure, whichever is less.

b. Addition, alteration, or repairs by a nonowner within a specific cost limitation set by rule, provided the total cost shall not exceed \$5,000 within any 12-month period.

c. Building and inspection fees.

2. However, the exemptions under subparagraph 1 do not apply to single-family residences that are located in mapped flood hazard areas, as defined in the code, unless the enforcement district or local enforcement agency has determined that the work, which is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such single-family residences.

3. Each code exemption, as defined in sub-subparagraphs 1a, 1b, and 1c shall be certified to the local board 10 days prior to implementation and shall only be effective in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.

102.2.6 This section does not apply to swings and other playground equipment accessory to a one- or two-family dwelling.

Exception: Electrical service to such playground equipment shall be in accordance with Chapter 27 of this code.

102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.4 Referenced codes and standards. The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.

102.4.1 Conflicts. Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

102.4.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code or the Florida Codes listed in Section 101.4, the provisions of this code or the Florida Codes listed in Section 101.4, as applicable, shall take precedence over the provisions in the referenced code or standard.

102.5 Partial invalidity. In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the *International Property Maintenance Code (Or what you have referenced in 101.4.4)* and the *Florida Fire Prevention Code*, or as is deemed necessary by the *building official* for the general safety and welfare of the occupants and the public.

102.7 Relocation of manufactured buildings.

(1) Relocation of an existing manufactured building does not constitute an alteration.

(2) A relocated building shall comply with wind speed requirements of the new location, using the appropriate wind speed map. If the existing building was manufactured in compliance with the Standard Building Code (prior to March 1, 2002), the wind speed map of the Standard Building Code shall be applicable. If the existing building was manufactured in compliance with the *Florida Building Code* (after March 1, 2002), the wind speed map of the *Florida Building Code* shall be applicable.

(3) A relocated building shall comply with the flood hazard area requirements of the new location, if applicable.

102.8 Existing mechanical equipment. An agency or local government may not require that existing mechanical equipment located on or above the surface of a roof be installed in compliance with the requirements of the Florida Building Code until the equipment is being replaced or moved during reroofing and is not in compliance with the provisions of the Florida Building Code relating to roof-mounted mechanical units.

PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION 103 DEPARTMENT OF BUILDING SAFETY

103.1 Creation of enforcement agency. The Department of Building Safety is hereby created and the official in charge thereof shall be known as the *building official*.

103.2 Appointment. The *building official* shall be appointed by the chief appointing authority of the jurisdiction.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *building official* shall have the authority to appoint a deputy building official, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the *building official*.

For the maintenance of existing properties, see the *International Property Maintenance Code*. (Or what you have referenced in 101.4.4)

SECTION 104 DUTIES AND POWERS OF BUILDING OFFICIAL

104.1 General. The *building official* is hereby authorized and directed to enforce the provisions of this code. The *building official* shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

104.2 Applications and permits. The *building official* shall receive applications, review *construction documents* and issue *permits* for the erection, and *alteration*, demolition and moving of buildings and structures, inspect the premises for which such *permits* have been issued and enforce compliance with the provisions of this code.

104.3 Notices and orders. The *building official* shall issue all necessary notices or orders to ensure compliance with this code.

104.4 Inspections. The *building official* shall make all of the required inspections, or the *building official* shall have the authority to accept reports of inspection by *approved agencies* or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such *approved agency* or by the responsible individual. The *building official* is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

104.5 Identification. The *building official* shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

104.6 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or where the *building official* has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the *building official* is authorized To enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the *building official* shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the *building official* shall have recourse to the remedies provided by law to secure entry.

104.7 Department records. The *building official* shall keep official records of applications received, *permits* and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records per FS 119.

104.8 Liability. The *building official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The *building official* or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.9 Approved materials and equipment.

Materials, equipment and devices *approved* by the *building official* shall be constructed and installed in accordance with such approval.

104.9.1 Used materials and equipment. The use of used materials which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless *approved* by the *building official*.

104.10 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this code, the *building official* shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the *building official* shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the department of building safety.

104.10.1 Flood hazard areas. The building official shall not grant modifications to any provision required in *flood hazard areas* as established by Section 1612.3 unless a determination has been made that:

1. A showing of good and sufficient cause that the unique characteristics of the size, configuration or topography of the site render the elevation standards of Section 1612 inappropriate.
2. A determination that failure to grant the variance would result in exceptional hardship by rendering the lot undevelopable.
3. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, cause fraud on or victimization of the public, or conflict with existing laws or ordinances.

4. A determination that the variance is the minimum necessary to afford relief, considering the flood hazard.

5. Submission to the applicant of written notice specifying the difference between the *design flood elevation* and the elevation to which the building is to be built, stating that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation, and stating that construction below the *design flood elevation* increases risks to life and property.

104.11 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. An alternative material, design or method of construction shall be *approved* where the *building official* finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, *fire resistance*, durability and safety.

104.11.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from *approved* sources.

104.11.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the *building official* shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *building official* shall approve the testing procedures. Tests shall be performed by an *approved agency*. Reports of such tests shall be retained by the *building official* for the period required for retention of public records.

SECTION 105 PERMITS

105.1 Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the *building official* and obtain the required *permit*.

105.1.1 Annual facility permit. In lieu of an individual *permit* for each *alteration* to an *existing* electrical, gas, mechanical or plumbing or interior nonstructural office system(s), the *building official* is authorized to issue an annual *permit* for any occupancy to facilitate routine or emergency service, repair, refurbishing, minor renovations of service systems or manufacturing equipment installations/relocations. The building official shall be notified of major changes and shall retain the right to make inspections at the facility site as deemed necessary. An annual facility permit shall be assessed with an annual fee and shall be valid for one year from date of issuance. A separate permit shall be obtained for each facility and for each construction trade, as applicable. The permit application shall contain a general description of the parameters of work intended to be performed during the year.

105.1.2 Annual permit records. The person to whom an annual *permit* is issued shall keep a detailed record of *alterations* made under such annual *permit*. The *building official* shall have access to such records at all times or such records shall be filed with the *building official* as designated.

105.1.3 Food permit. In accordance with 500.12, *Florida Statutes*, a food permit from the Department of Agriculture and Consumer Services is required of any person who operates a food establishment or retail store.

105.1.4 Public swimming pool. The local enforcing agency may not issue a building permit to construct, develop, or modify a public

swimming pool without proof of application, whether complete or incomplete, for an operating permit pursuant to Section 514.031, Florida Statutes. A certificate of completion or occupancy may not be issued until such operating permit is issued. The local enforcing agency shall conduct their review of the building permit application upon filing and in accordance with Chapter 553, Florida Statutes. The local enforcing agency may confer with the Department of Health, if necessary, but may not delay the building permit application review while awaiting comment from the Department of Health.

105.2 Work exempt from permit. Exemptions from *permit* requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction, to include work in any special flood hazard area. Exemptions granted under this section do not relieve the owner or contractor from their duty to comply with applicable provisions of the Florida Building Code, and requirements of the local Floodplain Ordinance. *Permits* shall not be required for the following: ***(This section may need to be adjusted to your local jurisdictions requirements)***

Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11 m²).
2. Fences not over 6 feet (1829 mm) high.
3. Oil derricks.
4. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
5. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18 925 L) and the ratio of height to diameter or width does not exceed 2:1.
6. Sidewalks and driveways not more than 30 inches

(762 mm) above adjacent grade, and not over any basement or *story* below and are not part of an *accessible route*.

7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

8. Temporary motion picture, television and theater stage sets and scenery.

9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18 925 L) and are installed entirely above ground.

10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.

11. Swings and other playground equipment accessory to detached one- and two-family *dwelling*s.

12. Window *awnings* supported by an *exterior wall* that do not project more than 54 inches (1372 mm) from the *exterior wall* and do not require additional support of Groups R-3 and U occupancies.

13. Non fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

Electrical:

Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of *approved* portable electrical equipment to *approved* permanently installed receptacles.

Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

Temporary testing systems: A *permit* shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.

2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.

2. Portable ventilation equipment.

3. Portable cooling unit.

4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.

5. Replacement of any part that does not alter its approval or make it unsafe.

6. Portable evaporative cooler.

7. Self-contained refrigeration system containing 10pounds (5 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.

8. The installation, replacement, removal or metering of any load management control device.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a *permit* shall be obtained and inspection made as provided in this code.

2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

105.2.1 Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, the *permit* application shall be submitted within the next working business day to the *building official*.

105.2.2. Minor repairs. Ordinary minor repairs or installation of replacement parts may be made with the prior approval of the building official without a permit, provided the repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required *means of egress*, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include *addition* to, *alteration* of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring systems or mechanical or other work affecting public health or general safety, and such repairs shall not violate any of the provisions of the technical codes.

105.2.3 Public service agencies. A *permit* shall not be required for the installation, *alteration* or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

105.3 Application for permit. To obtain a *permit*, the applicant shall first file an application therefor in writing on a form furnished by the building department for that purpose. Such application shall:

Permit application forms shall be in the format prescribed by a local administrative board, if applicable, and must comply with the requirements of Section 713.135(5) and (6), *Florida Statutes*.

Each application shall be inscribed with the date of application, and the code in effect as of that date. For a building permit for which an application is submitted prior to the effective date of the *Florida Building Code*, the state minimum building code in effect in the permitting jurisdiction on the date of the application governs the permitted work for the life of the permit and any extension granted to the permit.

105.3.1 Action on application. The *building official* shall examine or cause to be examined applications for *permits* and amendments thereto within a reasonable time after filing. If the application or the *construction documents* do not conform to the requirements of pertinent laws, the *building official* shall reject such application in writing, stating the reasons therefor. If the *building official* is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the *building official* shall issue a *permit* therefor as soon as practicable. When authorized through contractual agreement with a school board, in acting on applications for permits, the building official shall give first priority to any applications for the construction of, or addition or renovation to, any school or educational facility.

105.3.1.1 If a state university, Florida college or public school district elects to use a local government's code enforcement offices, fees charged by counties and municipalities for enforcement of the *Florida Building Code* on buildings, structures, and facilities of state universities, state colleges, and public school districts shall not be more than the actual labor and administrative costs incurred for plans review and inspections to ensure compliance with the code.

105.3.1.2 No permit may be issued for any building construction, erection, alteration, modification, repair, or addition unless the applicant for such permit provides to the enforcing agency which issues the permit any of the following documents which apply to the construction for which the permit is to be issued and which shall be prepared by or under the direction of an engineer registered under Chapter 471, *Florida Statutes*:

1. Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than \$125,000.
2. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more

sprinkler heads. Personnel as authorized by chapter 633 *Florida Statutes*, may design a fire sprinkler system of 49 or fewer heads and may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of not more than 49 heads, notwithstanding the size of the existing fire sprinkler system.

3. Heating, ventilation, and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons or for which the system costs more than \$125,000. This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one, two, three or four-family structure. An air-conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, *Florida Statutes*, to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of \$125,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer.

Example 1: When a space has two 10-ton systems with each having an independent duct system, the contractor may design these two systems since each unit (system) is less than 15 tons.

Example 2: Consider a small single-story office building which consists of six individual offices where each office has a single three-ton package air conditioning heat pump. The six heat pumps are connected to a single water cooling tower. The cost of the entire heating, ventilation and air-conditioning work is \$47,000 and the office building accommodates fewer than 100

persons. Because the six mechanical units are connected to a common water tower this is considered to be an 18-ton system.

NOTE: It was further clarified by the Commission that the limiting criteria of 100 persons and \$125,000 apply to the building occupancy load and the cost for the total air-conditioning system of the building.

4. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than \$5,000.

5. Electrical documents. Any electrical or plumbing or air-conditioning and refrigeration system meeting the following thresholds are required to be designed by a Florida Registered Engineer. The system, Requires an electrical system with a value of over \$125,000; and Requires an aggregate service capacity of over 600 amperes (240 volts) on a residential electrical system or over 800 amperes (240 volts) on a commercial or industrial electrical system;

NOTE: It was further clarified by the Commission that the limiting factor of 240 volt or over is required to be designed by an Engineer.

Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in Section 471.025, *Florida Statutes*.

6. All public swimming pools and public bathing places defined by and regulated under Chapter 514, *Florida Statutes*

105.3.2 Time limitation of application. An application for a *permit* for any proposed work shall be deemed to have been abandoned becoming null and void 180 days after the date of filing, unless such application has been pursued in

good faith or a *permit* has been issued; except that the *building official* is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.

105.3.3 An enforcing authority may not issue a building permit for any building construction, erection, alteration, modification, repair or addition unless the permit either includes on its face or there is attached to the permit the following statement: “NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other governmental entities such as water management districts, state agencies, or federal agencies.”

105.3.4 A building permit for a single-family residential dwelling must be issued within 30 working days of application therefor unless unusual circumstances require a longer time for processing the application or unless the permit application fails to satisfy the *Florida Building Code* or the enforcing agency’s laws or ordinances.

105.3.5 Identification of minimum premium policy. Except as otherwise provided in Chapter 440, *Florida Statutes*, Workers’ Compensation, every employer shall, as a condition to receiving a building permit, show proof that it has secured compensation for its employees as provided in Section 440.10 and 440.38, *Florida Statutes*.

105.3.6 Asbestos removal. Moving, removal or disposal of asbestos-containing materials on a residential building where the owner occupies the building, the building is not for sale or lease, and the work is performed according to the owner-builder limitations provided in this paragraph. To qualify for exemption under this paragraph, an owner must personally appear and sign the building permit application. The permitting agency shall provide the person with a disclosure statement in substantially the following form:

Disclosure Statement: State law requires asbestos abatement to be done by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own asbestos abatement contractor even though you do not have a license. You must supervise the construction yourself. You may move, remove or dispose of asbestos-containing materials on a residential building where you occupy the building and the building is not for sale or lease, or the building is a farm outbuilding on your property. If you sell or lease such building within 1 year after the asbestos abatement is complete, the law will presume that you intended to sell or lease the property at the time the work was done, which is a violation of this exemption. You may not hire an unlicensed person as your contractor. Your work must be done according to all local, state and federal laws and regulations which apply to asbestos abatement projects. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances.

105.3.7 Applicable Code for Manufactured Buildings. Manufacturers should be permitted to complete all buildings designed and approved prior to the effective date of a new code edition, provided a clear signed contract is in place. The contract shall provide specific data mirroring that required by an application for permit, specifically, without limitation, date of execution, building owner or dealer, and anticipated date of completion. However, the construction activity must commence within 6 months of the contract's execution. The contract is subject to verification by the Department of Business and Professional Regulation.

105.3.8 Public right of way. A permit shall not be given by the building official for the construction of any building, or for the alteration of any building where said building is to be changed and such change will affect

the exterior walls, bays, balconies, or other appendages or projections fronting on any street, alley or public lane, or for the placing on any lot or premises of any building or structure removed from another lot or premises, unless the applicant has received a right of way permit from the authority having jurisdiction over the street, alley or public lane

105.4 Conditions of the permit. The issuance or granting of a *permit* shall not be construed to be a *permit* for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. *Permits* presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a *permit* based on *construction documents* and other data shall not prevent the *building official* from requiring the correction of errors in the *construction documents* and other data. The *building official* is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinances of this jurisdiction.

105.4.1 Permit intent. A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the building official from thereafter requiring a correction of errors in plans, construction or violations of this code. Every permit issued shall become invalid unless the work authorized by such permit is commenced within six months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of six months after the time the work is commenced.

105.4.1.1 If work has commenced and the permit is revoked, becomes null and void, or expires because of lack of progress or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work.

105.4.1.2 If a new permit is not obtained within 180 days from the date the initial permit became null and void, the building official is authorized to require that any work which has been commenced or completed

be removed from the building site. Alternately, a new permit may be issued on application, providing the work in place and required to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new permit.

105.4.1.3 Work shall be considered to be in active progress when the permit has received an approved inspection within 180 days. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process.

105.4.1.4 The fee for renewal reissuance and extension of a permit shall be set forth by the administrative authority.

105.5 Expiration Every *permit* issued shall become invalid unless the work on the site authorized by such *permit* is commenced within 180 days after its issuance, or if the work authorized on the site by such *permit* is suspended or abandoned for a period of 180 days after the time the work is commenced. The *building official* is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

105.6 Denial or revocation. Whenever a permit required under this section is denied or revoked because the plan, or the construction, erection, alteration, modification, repair, or demolition of a building, is found by the local enforcing agency to be not in compliance with the Florida Building Code, the local enforcing agency shall identify the specific plan or project features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the permit applicant. If the local building code administrator or inspector finds that the plans are not in compliance with the Florida Building Code, the local building code administrator or inspector shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the local enforcing agency. The

local enforcing agency shall provide this information to the permit applicant.

105.7 Placement of permit. The building *permit* or copy shall be kept on the site of the work until the completion of the project.

105.8 Notice of commencement. In accordance with Section 713.135, *Florida Statutes*, when any person applies for a building permit, the authority issuing such permit shall print on the face of each permit card in no less than 14-point, capitalized, boldfaced type: “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 RECORDING YOUR NOTICE OF COMMENCEMENT.”

105.9 Asbestos. The enforcing agency shall require each building permit for the demolition or renovation of an existing structure to contain an asbestos notification statement which indicates the owner’s or operator’s responsibility to comply with the provisions of Section 469.003, *Florida Statutes*, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law.

105.10 Certificate of protective treatment for prevention of termites. A weather-resistant job-site posting board shall be provided to receive duplicate treatment certificates as each required protective treatment is completed, providing a copy for the person the permit is issued to and another copy for the building permit files. The treatment certificate shall provide the product used, identity of the applicator, time and date of the treatment, site location, area treated, chemical used, percent concentration and number of gallons used, to establish a verifiable record of protective treatment. If the soil chemical barrier method for termite prevention is used, final exterior treatment shall be completed prior to final building approval.

105.11 Notice of termite protection. A permanent sign which identifies the termite treatment provider and need for reinspection and treatment contract renewal shall be provided. The sign shall be posted near the water heater or electric panel.

105.12 Work starting before permit issuance. Upon approval of the building official, the scope of work delineated in the building permit application and plan may be started prior to the final approval and issuance of the permit, provided any work completed is entirely at risk of the permit applicant and the work does not proceed past the first required inspection.

105.13 Phased permit approval. After submittal of the appropriate construction documents, the building official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder’s own risk with the building operation and without assurance that a permit for the entire structure will be granted. Corrections may be required to meet the requirements of the technical codes.

105.14 Permit issued on basis of an affidavit. Whenever a permit is issued in reliance upon an affidavit or whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the building official, are hazardous or complex, the building official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise such work. In addition, they shall be responsible for conformity to the permit, provide copies of inspection reports as inspections are performed, and upon completion make and file with the building official written affidavit that the work has been done in conformity to the reviewed plans and with the structural provisions of the technical codes. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the building official. The building official shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII

of Chapter 468, *Florida Statutes*, and that any person conducting inspections is qualified as a building inspector under Part III of Chapter 468, *Florida Statutes*.

Exception: Permit issued on basis of an affidavit shall not extend to the flood load and flood resistance requirements of the *Florida Building Code*.

105.15 Opening protection. When any activity requiring a building permit that is applied for on or after July 1, 2008, and for which the estimated cost is \$50,000 or more for a site built single-family detached residential structure that is located in the wind borne debris region as defined in this Code and that has an insured value of \$750,000 or more, or, if the site built single-family detached residential structure is uninsured or for which documentation of insured value is not presented, has a just valuation for the structure for purposes of ad valorem taxation of \$750,000 or more; opening protections as required within this Code or *Florida Building Code, Residential* for new construction shall be provided.

Exception: Single family residential structures permitted subject to the *Florida Building Code* are not required to comply with this section.

105.16 Inspection of existing residential building not impacted by construction.

(a) A local enforcing agency, and any local building code administrator, inspector, or other official or entity, may not require as a condition of issuance of a one- or two-family residential building permit the inspection of any portion of a building, structure, or real property that is not directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought.

(b) This subsection does not apply to a building permit sought for:

1. A substantial improvement as defined in Section 161.54, *Florida Statutes* or as defined in the *Florida Building Code*.

2. A change of occupancy as defined in the *Florida Building Code*.

3. A conversion from residential to nonresidential or mixed use pursuant to Section 553.507(2)(a), *Florida Statutes* or as defined in the *Florida Building Code*.

4. A historic building as defined in the *Florida Building Code*.

(c) This subsection does not prohibit a local enforcing agency, or any local building code administrator, inspector, or other official or entity, from:

1. Citing any violation inadvertently observed in plain view during the ordinary course of an inspection conducted in accordance with the prohibition in paragraph (a).

2. Inspecting a physically nonadjacent portion of a building, structure, or real property that is directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought in accordance with the prohibition in paragraph (a).

3. Inspecting any portion of a building, structure, or real property for which the owner or other person having control of the building, structure, or real property has voluntarily consented to the inspection of that portion of the building, structure, or real property in accordance with the prohibition in paragraph (a).

4. Inspecting any portion of a building, structure, or real property pursuant to an inspection warrant issued in accordance with Sections 933.20 through 933.30, *Florida Statutes*.

105.17 Streamlined low-voltage alarm system installation permitting.—

(1) As used in this section, the term:

- (a) "Contractor" means a person who is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the

department under part II of chapter 489, *Florida Statutes*.

(b) "Low-voltage alarm system project" means a project related to the installation, maintenance, inspection, replacement, or service of a new or existing alarm system, as defined in Section 489.505, *Florida Statutes*, operating at low voltage, as defined in the National Electrical Code Standard 70, and ancillary components or equipment attached to such a system, including, but not limited to, home-automation equipment, thermostats, and video cameras.

(2) Notwithstanding any provision of this Code, this section applies to low-voltage alarm system projects for which a permit is required by a local enforcement agency.

(3) This section does not apply to the installation or replacement of a fire alarm if a plan review is required.

(4) A local enforcement agency shall make uniform basic permit labels available for purchase by a contractor to be used for the installation or replacement of a new or existing alarm system at a cost as indicated in Section 553.793, *Florida Statutes*.

(a) A local enforcement agency may not require a contractor, as a condition of purchasing a label, to submit information other than identification information of the licensee and proof of registration or certification as a contractor.

(b) A label is valid for 1 year after the date of purchase and may only be used within the jurisdiction of the local enforcement agency that issued the label. A contractor may purchase labels in bulk for one or more unspecified current or future projects.

(5) A contractor shall post an unused uniform basic permit label in a conspicuous place on the premises of the low-voltage alarm system project site before commencing work on the project.

(6) A contractor is not required to notify the local enforcement agency before commencing work on

a low-voltage alarm system project. However, a contractor must submit a Uniform Notice of a Low-Voltage Alarm System Project as provided under subsection (7) to the local enforcement agency within 14 days after completing the project. A local enforcement agency may take disciplinary action against a contractor who fails to timely submit a Uniform Notice of a Low-Voltage Alarm System Project.

(7) The Uniform Notice of a Low-Voltage Alarm System Project may be submitted electronically or by facsimile if all submissions are signed by the owner, tenant, contractor, or authorized representative of such persons. The Uniform Notice of a Low-Voltage Alarm System Project shall be in the format prescribed by the local enforcement agency and must comply with the requirements of Section 553.793(7), *Florida Statutes*.

(8) A low-voltage alarm system project may be inspected by the local enforcement agency to ensure compliance with applicable codes and standards. If a low-voltage alarm system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.

(9) A municipality, county, district, or other entity of local government may not adopt or maintain in effect an ordinance or rule regarding a low-voltage alarm system project that is inconsistent with this section.

(10) A uniform basic permit label shall not be required for the subsequent maintenance, inspection, or service of an alarm system that was permitted in accordance with this section.

The provisions of this act are not intended to impose new or additional licensure requirements on persons licensed in accordance with the applicable provisions of chapter 489, *Florida Statutes*.

SECTION 106 FLOOR AND ROOF DESIGN LOADS

106.1 Live loads posted. Where the live loads for which each floor or portion thereof of a commercial

or industrial building is or has been designed to exceed 50 psf (2.40 kN/m²), such design live loads shall be conspicuously posted by the owner in that part of each *story* in which they apply, using durable signs. It shall be unlawful to remove or deface such notices

106.2 Issuance of certificate of occupancy. A certificate of occupancy required by Section 111 shall not be issued until the floor load signs, required by Section 106.1, have been installed.

106.3 Restrictions on loading. It shall be unlawful to place, or cause or permit to be placed, on any floor or roof of a building, structure or portion thereof, a load greater than is permitted by this code.

SECTION 107 SUBMITTAL DOCUMENTS

107.1 General. Submittal documents consisting of *construction documents*, statement of *special inspections*, geotechnical report and other data shall be submitted in two or more sets with each *permit* application. The *construction documents* shall be prepared by a *registered design professional* where required by Chapter 471, Florida Statutes & 61G15 Florida Administrative Code or Chapter 481, Florida Statutes & 61G1 Florida Administrative Code. Where special conditions exist, the *building official* is authorized to require additional *construction documents* to be prepared by a *registered design professional*.

Exception: The *building official* is authorized to waive the submission of *construction documents* and other data not required to be prepared by a *registered design professional* if it is found that the nature of the work applied for is such that review of *construction documents* is not necessary to obtain compliance with this code.

107.2 Construction documents. *Construction documents* shall be in accordance with Sections 107.2.1 through 107.2.5.

107.2.1 Information on construction documents.

Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted when

approved by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the *building official*. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with the technical codes. Such information shall be specific, and the technical codes shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used as a substitute for specific information. All information, drawings, specifications and accompanying data shall bear the name and signature of the person responsible for the design.

107.2.2 Fire protection system shop drawings. Shop drawings for the *fire protection system(s)* shall be submitted to indicate conformance to this code and the *construction documents* and shall be *approved* prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9.

107.2.3 Means of egress. The *construction documents* shall show in sufficient detail the location, construction, size and character of all portions of the *means of egress* including the path of the *exit discharge* to the *public way* in compliance with the provisions of this code. In other than occupancies in Groups R-2, R-3, and I-1, the *construction documents* shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

107.2.4 Exterior wall envelope. *Construction documents* for all buildings shall describe the *exterior wall envelope* in sufficient detail to determine compliance with this code. The *construction documents* shall provide details of the *exterior wall envelope* as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings.

The *construction documents* shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the *construction documents* maintain the weather resistance of the *exterior wall envelope*. The supporting documentation shall fully describe the *exterior wall* system which was tested, where applicable, as well as the test procedure used.

107.2.5 Site plan. The *construction documents* submitted with the application for *permit* shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from *lot lines*, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and *design flood* elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The *building official* is authorized to waive or modify the requirement for a site plan when the application for *permit* is for *alteration* or repair or when otherwise warranted.

107.2.5.1 Design flood elevations. Where *design flood* elevations are not specified, they shall be established in accordance with Section 1612.3.1.

107.3 Examination of documents. The *building official* shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

Exceptions:

1. Building plans approved pursuant to Section 553.77(5), *Florida Statutes*, and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly or construction at the site. Erection, assembly

and construction at the site are subject to local permitting and inspections. Photocopies of plans approved according to FAC 61-41.009, Florida Administrative Code, shall be sufficient for local permit application documents of record for the modular building portion of the permitted project.

2. Industrial construction on sites where design, construction and fire safety are supervised by appropriately licensed design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to approval by the building official, from review of plans and inspections, providing the appropriate licensed design and inspection professionals certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.

107.3.1 Approval of construction documents. When the *building official* issues a *permit*, the *construction document* shall be approved, in writing or by stamp, as "Reviewed for Code Compliance." One set of *construction documents* so reviewed shall be retained by the *building official*. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the *building official* or a duly authorized representative.

107.3.2 Previous approvals. This code shall not require changes in the *construction documents*, construction or designated occupancy of a structure for which a lawful *permit* has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

107.3.3 Phased approval. The *building official* is authorized to issue a *permit* for the construction of foundations or any other part of a building or structure before the *construction documents* for the whole building or structure have been submitted, provided that adequate

information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such *permit* for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a *permit* for the entire structure will be granted.

107.3.4 Design professional in responsible charge. When it is required that documents be prepared by a *registered design professional*, the *building official* shall be authorized to require the owner to engage and designate on the building *permit* application a *registered design professional* who shall act as the *registered design professional in responsible charge*. If the circumstances require, the owner shall designate a substitute *registered design professional in responsible charge* who shall perform the duties required of the original *registered design professional in responsible charge*. The *building official* shall be notified in writing by the owner if the *registered design professional in responsible charge* is changed or is unable to continue to perform the duties.

The *registered design professional in responsible charge* shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building.

107.3.4.1 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the *building official* within a specified period.

Deferral of any submittal items shall have the prior approval of the *building official*. The *registered design professional in responsible charge* shall list the deferred submittals on the *construction documents* for review by the *building official*.

Documents for deferred submittal items shall be submitted to the *registered design professional in responsible charge* who shall review them and forward them to the *building*

official with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been *approved* by the *building official*.

107.3.4.2 Certifications by contractors authorized under the provisions of Section 489.115(4)(b), *Florida Statutes*, shall be considered equivalent to sealed plans and specifications by a person licensed under Chapter 471, *Florida Statutes*, or Chapter 481 *Florida Statutes*, by local enforcement agencies for plans review for permitting purposes relating to compliance with the wind-resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one- and two-family dwellings. Local enforcement agencies may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause shown, local government code enforcement agencies may accept or reject plans sealed by persons licensed under Chapters 471, 481 or 489, *Florida Statutes*.

107.3.5 Minimum plan review criteria for buildings. The examination of the documents by the building official shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; all fenestration penetrations; flashing; and rough opening dimensions; and all exterior elevations:

Commercial Buildings:

Building

1. Site requirements:
 - Parking
 - Fire access
 - Vehicle loading
 - Driving/turning radius
 - Fire hydrant/water supply/post indicator valve (PIV)
 - Set back/separation (assumed property lines)
 - Location of specific tanks, water lines and sewer lines
 - Flood hazard areas, flood zones, and design flood elevations

2. Occupancy group and special occupancy requirements shall be determined.

3. Minimum type of construction shall be determined (see Table 503).

4. Fire-resistant construction requirements shall include the following components:

Fire-resistant separations

Fire-resistant protection for type of construction

Protection of openings and penetrations of rated walls

Fire blocking and draftstopping and calculated fire resistance

5. Fire suppression systems shall include:

Early warning smoke evacuation systems

Schematic fire sprinklers

Standpipes

Preengineered systems

Riser diagram

Same as above.

6. Life safety systems shall be determined and shall include the following requirements:

Occupant load and egress capacities

Early warning

Smoke control

Stair pressurization

Systems schematic

7. Occupancy load/egress requirements shall include:

Occupancy load

Gross

Net

Means of egress

Exit access

Exit

Exit discharge

Stairs construction/geometry and protection

Doors

Emergency lighting and exit signs

Specific occupancy requirements

Construction requirements

Horizontal exits/exit passageways

8. Structural requirements shall include:

Soil conditions/analysis

Termite protection

Design loads

Wind requirements

Building envelope

Impact resistant coverings or systems

Structural calculations (if required)

Foundation

Flood requirements in accordance with Section 1612, including lowest floor elevations, enclosures, flood damage-resistant materials

Wall systems

Floor systems

Roof systems

Threshold inspection plan

Stair systems

9. Materials shall be reviewed and shall at a minimum include the following:

Wood

Steel

Aluminum

Concrete

Plastic

Glass

Masonry

Gypsum board and plaster

Insulating (mechanical)

Roofing

Insulation

10. Accessibility requirements shall include the following:

Site requirements

Accessible route

Vertical accessibility

Toilet and bathing facilities

Drinking fountains

Equipment

Special occupancy requirements

Fair housing requirements

11. Interior requirements shall include the following:

Interior finishes (flame spread/smoke development)

Light and ventilation

Sanitation

12. Special systems:

Elevators

Escalators
Lifts

13. Swimming pools:
Barrier requirements
Spas
Wading pools

Electrical

1. Electrical:
Wiring
Services
Feeders and branch circuits
Overcurrent protection
Grounding
Wiring methods and materials
GFCIs
2. Equipment
3. Special occupancies
4. Emergency systems
5. Communication systems
6. Low voltage
7. Load calculations
8. Design flood elevation

Plumbing

1. Minimum plumbing facilities
2. Fixture requirements
3. Water supply piping
4. Sanitary drainage
5. Water heaters
6. Vents
7. Roof drainage
8. Back flow prevention
9. Irrigation
10. Location of water supply line
11. Grease traps
12. Environmental requirements
13. Plumbing riser
14. Design flood elevation

Mechanical

1. Energy calculations
2. Exhaust systems:
Clothes dryer exhaust
Kitchen equipment exhaust
Specialty exhaust systems
3. Equipment
4. Equipment location
5. Make-up air
6. Roof-mounted equipment

7. Duct systems
8. Ventilation
9. Combustion air
10. Chimneys, fireplaces and vents
11. Appliances
12. Boilers
13. Refrigeration
14. Bathroom ventilation
15. Laboratory
16. Design flood elevation

Gas

1. Gas piping
2. Venting
3. Combustion air
4. Chimneys and vents
5. Appliances
6. Type of gas
7. Fireplaces
8. LP tank location
9. Riser diagram/shutoffs
10. Design flood elevation

Demolition

1. Asbestos removal

Residential (one- and two-family)

1. Site requirements
Set back/separation (assumed property lines)
Location of septic tanks
2. Fire-resistant construction (if required)
3. Fire
4. Smoke detector locations
5. Egress
Egress window size and location stairs
construction requirements
6. Structural requirements shall include:
Wall section from foundation through
roof, including assembly and materials
connector tables wind requirements
structural calculations (if required)
Termite protection
Design loads
Wind requirements
Building envelope
Structural calculations (if required)
Foundation
Wall systems
Floor systems

Roof systems

Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, equipment, and flood damage-resistant materials

7. Accessibility requirements: show/identify accessible bath
8. Impact resistant coverings or systems

Manufactured buildings plan except for foundations and modifications of buildings on site.

1. Site requirements
 - Setback/separation (assumed property lines)
 - Location of septic tanks (if applicable)
2. Structural
 - Wind zone
 - Anchoring
 - Blocking
3. Plumbing
 - List potable water source and meter size (if applicable)
4. Mechanical
 - Exhaust systems
 - Clothes dryer exhaust
 - Kitchen equipment exhaust
5. Electrical exterior disconnect location

Exemptions.

Plans examination by the building official shall not be required for the following work:

1. Replacing existing equipment such as mechanical units, water heaters, etc.
2. Reroofs
3. Minor electrical, plumbing and mechanical repairs
4. Annual maintenance permits
5. Prototype plans
 - Except for local site adaptations, siding, foundations and/or modifications.
 - Except for structures that require waiver.
6. Manufactured buildings plan except for foundations and modifications of buildings on site.

107.4 Amended construction documents. Work shall be installed in accordance with the *approved construction documents*, and any changes made during construction that are not in compliance with the *approved construction documents* shall be

resubmitted for *approved* as an amended set of *construction documents*.

107.5 Retention of construction documents. One set of *approved construction documents* shall be retained by the *building official* for a period of not less than 180 days from date of completion of the permitted work, or as required by Florida Statutes.

107.6 Affidavits. The building official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. The building official may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the building official copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. Where the building official relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. The building official shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, *Florida Statutes*, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, *Florida Statutes*.

107.6.1 Building permits issued on the basis of an affidavit. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Parts 59 and 60), the authority granted to the Building Official to issue permits, to rely on inspections, and to accept plans and construction documents on the basis of affidavits and plans submitted pursuant to Sections 105.14 and 107.6, shall not extend to the flood load and flood resistance construction requirements of the *Florida Building Code*.

SECTION 108 TEMPORARY STRUCTURES AND USES

108.1 General. The *building official* is authorized to issue a *permit* for temporary structures and temporary uses.

Such *permits* shall be limited as to time of service, but shall not be permitted for more than 180 days. The *building official* is authorized to grant extensions for demonstrated cause.

108.2 Conformance. Temporary structures and uses shall conform to the structural strength, fire safety, *means of egress*, accessibility, light, ventilation and sanitary requirements of this code as necessary to ensure public health, safety and general welfare.

108.3 Temporary power. The *building official* is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in NFPA 70.

108.4 Termination of approval. The *building official* is authorized to terminate such *permit* for a temporary structure or use and to order the temporary structure or use to be discontinued.

SECTION 109 FEES

109.1 Payment of fees. A *permit* shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a *permit* be released until the additional fee, if any, has been paid.

109.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or *alterations* requiring a *permit*, a fee for each *permit* shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

109.2.1 Types of Fees Enumerated. Fees may be charged for but not limited to the following:

- Permits;
- Plans examination;

- Certificates of competency (including fees for applications, examinations, renewal, late renewal, and reciprocity);
- Re-inspections;
- Administrative fees (including fees for investigative and legal costs incurred in the context of certain disciplinary cases heard by the board);
- Variance requests;
- Administrative appeals;
- Violations; and
- Other fees as established by local resolution or ordinance.

109.3 Building permit valuations. The applicant for a *permit* shall provide an estimated *permit* value at time of application. *Permit* valuations shall include total value of work, including materials and labor, for which the *permit* is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the *building official*, the valuation is underestimated on the application, the *permit* shall be denied, unless the applicant can show detailed estimates to meet the approval of the *building official*. Final building *permit* valuation shall be set by the *building official*.

109.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary *permits* shall be subject to a fee established by the *building official* that shall be in addition to the required *permit* fees or as provided by local ordinance. This provision shall not apply to emergency work when delay would clearly have placed life or property in imminent danger. But in all such cases the required permit(s) must be applied for within three (3) business days and any unreasonable delay in obtaining those permit(s) shall result in the charge of a double fee. The payment of a double fee shall not preclude or be deemed a substitute for prosecution for commencing work without first obtaining a permit. The *building official* may grant extensions of time or waive fees when justifiable cause has been demonstrated in writing.

109.5 Related fees. The payment of the fee for the construction, *alteration*, removal or demolition for work done in connection to or concurrently with the

work authorized by a building *permit* shall not relieve the applicant or holder of the *permit* from the payment of other fees that are prescribed by law.

109.6 Refunds. The *building official* is authorized to establish a refund policy.

SECTION 110 INSPECTIONS

110.1 General. Construction or work for which a *permit* is required shall be subject to inspection by the *building official* and such construction or work shall remain accessible and exposed for inspection purposes until *approved*. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the *permit* applicant to cause the work to remain accessible and exposed for inspection purposes. The *building official* shall be permitted to require a boundary line survey prepared by a qualified surveyor whenever the boundary lines cannot be readily determined in the field. Neither the *building official* nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

110.1.1 Manufacturers and fabricators. When deemed necessary by the *building official*, he/she shall make, or cause to be made, an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.

110.1.2 Inspection service. The *building official* may make, or cause to be made, the inspections required by 110. He or she may accept reports of department inspectors, independent inspectors or of recognized inspection services, provided that after investigation he/she is satisfied as to their licensure, qualifications and reliability. A certificate required by any provision of this code shall not be based on such reports unless the same are recorded by the building code inspector or the architect or engineer

performing building code inspections in a manner specified by the *building official*. The *building official* shall ensure that all persons making such inspections shall be certified in accordance to Chapter 468 Florida Statutes.

110.2 Preliminary inspection. Before issuing a *permit*, the *building official* is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

110.3 Required inspections. The *building official* upon notification from the permit holder or his or her agent shall make the following inspections, or any other such inspection as deemed necessary and shall either release that portion of the construction or shall notify the permit holder or his or her agent of any violations which must be corrected in order to comply with the technical codes. The *building official* shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection.

Building

1. Foundation inspection. To be made after trenches are excavated, and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job, and shall at a minimum include the following building components:

- Stem-wall
- Monolithic slab-on-grade
- Piling/pile caps
- Footers/grade beams

1.1. Slab Inspection: Concrete slab and under-floor inspections shall be made after

in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

A foundation/Form board survey prepared and certified by a registered surveyor may be required, prior to approval of the slab inspection. The survey shall certify placement of the building on the site, illustrate all surrounding setback dimensions and shall be available at the job site for review by the building inspector. In lieu of providing a survey, the contractor may elect to uncover all property line markers and string-up all property lines in preparation for inspection.

1.2. In flood hazard areas, upon placement of the lowest floor, including basement, and prior to further vertical construction, the elevation certification required in Section 1612.5 Florida Building Code Building and R3221.1.1 Florida Building Code Residential shall be submitted to the *building official*.

2. Framing inspection. To be made after the roof, all framing, fire blocking and bracing is in place, all concealing wiring, all pipes, chimneys, ducts and vents are complete and the rough electrical, plumbing, heating wires, pipes and ducts are *approved* and shall at a minimum include the following building components:

- Window/door framing
- Vertical cells/columns
- Lintel/tie beams
- Framing/trusses/bracing/connectors(including truss layout and engineered drawings)
- Draft stopping/fire blocking

- Curtain wall framing
- Energy insulation
- Accessibility.

·Verify rough opening dimensions are within tolerances.

Window/door buck attachment

2.1. Insulation Inspection: To be made after the framing inspection is approved and the insulation is in place.

2.2 **Lath and gypsum board inspection.** Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.

Exception: Gypsum board that is not part of a fire-resistance- rated assembly or a shear assembly.

3. Sheathing inspection. To be made either as part of a dry-in inspection or done separately at the request of the contractor after all roof and wall sheathing and fasteners are complete and shall at a minimum include the following building components:

- Roof sheathing
- Wall sheathing
- Sheathing fasteners
- Roof/wall dry-in.

NOTE: Sheathing fasteners installed and found to be missing the structural member (shiners) shall be removed and properly reinstalled prior to installation of the dry-in material.

4. Roofing inspection. Shall at a minimum be made as least two inspections and include the following building components:

- Dry-in
- Insulation
- Roof coverings(including In Progress as necessary)
- Flashing

5. Final inspection. To be made after the building is completed and ready for occupancy.

5.1. **Lowest floor elevation.** In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification required in Section 1612.5 shall be submitted to the *building official*.

6. Swimming pool inspection. First inspection to be made after excavation and installation of reinforcing steel, bonding and main drain and prior to placing of concrete shell.

1. Steel reinforcement inspection
2. Underground electric inspection.
3. Underground piping inspection including a pressure test.
4. Underground electric inspection under deck area (including the equipotential bonding)
5. Underground piping inspection under deck area..
6. Deck inspection: to be made prior to installation of the deck material (with forms, deck drains, and any reinforcement in place
7. Safety Inspection; Made prior to filling the pool with the bonding connections made, the proper drain covers installed and the final barriers installed.
8. Final pool piping.
9. Final Electrical inspection.

10. Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place.

In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in Section 454.2.17. of this code

7. Demolition inspections. First inspection to be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations.

Final inspection to be made after all demolition work is completed.

8. Manufactured building inspections. The building department shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site installed items, joining the modules, including utility crossovers; utility connections from the building to utility lines on site; and any other work done on site which requires compliance with the *Florida Building Code*. Additional inspections may be required for public educational facilities (see Section 453.27.20 of this code).

9. Where impact resistant coverings or impact resistant systems are installed, the building official shall schedule adequate inspections of impact resistant coverings or impact resistant systems to determine the following:

The system indicated on the plans was installed.

The system is installed in accordance with the manufacturer's installation instructions and the product approval.

Electrical

1. Underground inspection. To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.

2. Rough-in inspection. To be made after the roof, framing, fireblocking and bracing is in place and prior to the installation of wall or ceiling membranes.

3. Final inspection. To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.

Plumbing

1. Underground inspection. To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.

2. Rough-in inspection. To be made after the roof, framing, fireblocking and bracing is in place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling membranes.

3. Final inspection. To be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.

Note: See Section P312 of the *Florida Building Code, Plumbing* for required tests.

Mechanical

1. Underground inspection. To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.

2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes.

3. Final inspection. To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

Gas

1. Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected.

2. Final piping inspection. To be made after all piping authorized by the permit has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.

3. Final inspection. To be made on all new gas work authorized by the permit and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

Site Debris

1. The contractor and/or owner of any active or inactive construction project shall be responsible for the clean-up and removal of all construction debris or any other miscellaneous discarded articles prior to receiving final inspection approval. Construction job sites must be kept clean.

2. All debris shall be kept in such a manner as to prevent it from being spread by any means.

110.3.1 Footing and foundation inspection.

Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be

in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

110.3.2 Concrete slab and under-floor inspection.

Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

110.3.3 Lowest floor elevation. In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification required in Section 1612.5 shall be submitted to the *building official*.

110.3.4 Frame inspection. Framing inspections shall be made after the roof deck or sheathing, all framing, *fireblocking* and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are *approved*.

110.3.5 Lath and gypsum board inspection. Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.

Exception: Gypsum board that is not part of a fire-resistance-rated assembly or a shear assembly.

110.3.6 Fire- and smoke-resistant penetrations. Protection of joints and penetrations in fire-resistance rated assemblies, *smoke barriers* and smoke partition shall not be concealed from view until inspected and *approved*.

110.3.7 Energy efficiency inspections. Inspections shall be made to determine compliance with Chapter 13 and shall include, but not be limited to, inspections for: envelope insulation *R*- and *U*-values, fenestration *U*-value,

duct system *R*-value, and HVAC and water-heating equipment efficiency.

110.3.8 Other inspections. In addition to the inspections specified in Sections 110.3 through 110.3.7, the *building official* is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the department of building safety.

110.3.9 Special inspections. Reserved.

110.3.10 Final inspection. The final inspection shall be made after all work required by the building *permit* is completed.

110.3.10.1 Flood hazard documentation. If located in a *flood hazard area*, documentation of the elevation of the lowest floor as required in Section 1612.5 shall be submitted to the *building official* prior to the final inspection.

110.3.11 Termites. Building components and building surroundings required to be protected from termite damage in accordance with Section 1503.7, Section 2304.13 or Section 2304.11.6, specifically required to be inspected for termites in accordance with Section 2114, or required to have chemical soil treatment in accordance with Section 1816 shall not be covered or concealed until the release from the building official has been received.

110.3.12 Impact resistant coverings or systems. Where impact resistant coverings or systems are installed to meet requirements of this code, the building official shall schedule adequate inspections of impact resistant coverings or systems to determine the following:

1. The system indicated on the plans was installed.
2. The system is installed in accordance with the manufacturer's installation instructions and the product approval.

110.4 Inspection agencies. The *building official* is authorized to accept reports of *approved* inspection

agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

110.5 Inspection requests. It shall be the duty of the holder of the building *permit* or their duly authorized agent to notify the *building official* when work is ready for inspection. It shall be the duty of the *permit* holder to provide access to and means for inspections of such work that are required by this code.

110.6 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the *building official*. The *building official*, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the *permit* holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the *building official*.

110.7 Shoring. For threshold buildings, shoring and associated formwork or falsework shall be designed and inspected by a Florida licensed professional engineer, prior to any required mandatory inspections by the threshold building inspector.

110.8 Threshold building.

110.8.1 The enforcing agency shall require a special inspector to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the enforcing agency prior to the issuance of a building permit for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules so that the building can be adequately inspected for compliance with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the building official, the architect, or the engineer of record. The contractor's contractual or statutory

obligations are not relieved by any action of the special inspector.

110.8.2 The special inspector shall determine that a professional engineer who specializes in shoring design has inspected the shoring and reshoring for conformance with the shoring and reshoring plans submitted to the enforcing agency. A fee simple title owner of a building, which does not meet the minimum size, height, occupancy, occupancy classification, or number-of-stories criteria which would result in classification as a threshold building under Section 553.71(7), Florida Statutes, may designate such building as a threshold building, subject to more than the minimum number of inspections required by the *Florida Building Code*.

110.8.3 The fee owner of a threshold building shall select and pay all costs of employing a special inspector, but the special inspector shall be responsible to the enforcement agency. The inspector shall be a person certified, licensed or registered under Chapter 471, *Florida Statutes*, as an engineer or under Chapter 481, *Florida Statutes*, as an architect.

110.8.4 Each enforcement agency shall require that, on every threshold building:

110.8.4.1 The special inspector, upon completion of the building and prior to the issuance of a certificate of occupancy, file a signed and sealed statement with the enforcement agency in substantially the following form: "To the best of my knowledge and belief, the above described construction of all structural load-bearing components complies with the permitted documents, and the shoring and reshoring conforms to the shoring and reshoring plans submitted to the enforcement agency."

110.8.4.2 Any proposal to install an alternate structural product or system

to which building codes apply be submitted to the enforcement agency for review for compliance with the codes and made part of the enforcement agency's recorded set of permit documents.

110.8.4.3 All shoring and reshoring procedures, plans and details be submitted to the enforcement agency for recordkeeping. Each shoring and reshoring installation shall be supervised, inspected and certified to be in compliance with the shoring documents by the contractor.

110.8.4.4 All plans for the building which are required to be signed and sealed by the architect or engineer of record contain a statement that, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, *Florida Statutes*.

110.8.5 No enforcing agency may issue a building permit for construction of any threshold building except to a licensed general contractor, as defined in Section 489.105(3)(a), *Florida Statutes*, or to a licensed building contractor, as defined in Section 489.105(3)(b), *Florida Statutes*, within the scope of her or his license. The named contractor to whom the building permit is issued shall have the responsibility for supervision, direction, management and control of the construction activities on the project for which the building permit was issued.

110.8.6 The building department may allow a special inspector to conduct the minimum structural inspection of threshold buildings required by this code, Section 553.73, *Florida Statutes*, without duplicative

inspection by the building department. The building official is responsible for ensuring that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, *Florida Statutes*, or certified as a special inspector under Chapter 471 or 481, *Florida Statutes*. Inspections of threshold buildings required by Section 553.79(5), *Florida Statutes*, are in addition to the minimum inspections required by this code.

SECTION 111 CERTIFICATE OF OCCUPANCY

111.1 Use and occupancy. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made, until the *building official* has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

Exception: Certificates of occupancy are not required for work exempt from *permits* under Section 105.2.

111.2 Certificate issued. After the *building official* inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the department of building safety, the *building official* shall issue a certificate of occupancy that contains the following:

1. The building *permit* number.
2. The address of the structure.
3. The name and address of the owner.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.

6. For buildings and structures in flood hazard areas, a statement that documentation of the as-built lowest floor elevation has been provided and is retained in the records of the authority having jurisdiction

7. The name of the *building official*.

8. The edition of the code under which the *permit* was issued.

9. The use and occupancy, in accordance with the provisions of Chapter 3.

10. The type of construction as defined in Chapter 6.

11. The design *occupant load*.

12. If an *automatic sprinkler system* is provided, whether the sprinkler system is required.

13. Any special stipulations and conditions of the building *permit*.

111.3 Temporary occupancy. The *building official* is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the *permit*, provided that such portion or portions shall be occupied safely. The *building official* shall set a time period during which the temporary certificate of occupancy is valid.

111.4 Revocation. The *building official* is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

111.5 Certificate of Completion. A Certificate of Completion is proof that a structure or system is complete and for certain types of permits is released for use and may be connected to a utility system. This certificate does not grant authority to occupy a building, such as shell building, prior to the issuance of a Certificate of Occupancy.

SECTION 112 SERVICE UTILITIES

112.1 Connection of service utilities. No person shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a *permit* is required, until released by the *building official*.

112.2 Temporary connection. The *building official* shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power.

112.3 Authority to disconnect service utilities. The *building official* shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 101.4 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without the approval required by Section 112.1 or 112.2. The *building official* shall notify the serving utility, and wherever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

SECTION 113 BOARD OF APPEALS

(If your jurisdiction has a process in place or this process)

113.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the *building official* relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the applicable governing authority and shall hold office at its

pleasure. The board shall adopt rules of procedure for conducting its business.

113.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The board shall have no authority to waive requirements of this code.

113.3 Qualifications. The board of appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction.

SECTION 114 VIOLATIONS

114.1 Unlawful acts. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

114.2 Notice of violation. The *building official* is authorized to serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a *permit* or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

114.3 Prosecution of violation. If the notice of violation is not complied with promptly, the *building official* is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in

violation of the provisions of this code or of the order or direction made pursuant thereto.

114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the *approved construction documents* or directive of the *building official*, or of a *permit* or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

SECTION 115 STOP WORK ORDER

115.1 Authority. Whenever the *building official* finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the *building official* is authorized to issue a stop work order.

115.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume.

115.3 Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

SECTION 116 UNSAFE STRUCTURES AND EQUIPMENT

(If your jurisdiction has a process in place or this process)

116.1 Conditions. Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate *means of egress* facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to

human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the *building official* deems necessary and as provided for in this section. A vacant structure that is not secured against entry shall be deemed unsafe.

116.2 Record. The *building official* shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

116.3 Notice. If an unsafe condition is found, the *building official* shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person thus notified to declare immediately to the *building official* acceptance or rejection of the terms of the order.

116.4 Method of service. Such notice shall be deemed properly served if a copy thereof is (a) delivered to the owner personally; (b) sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested; or (c) delivered in any other manner as prescribed by local law. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

116.5 Restoration. The structure or equipment determined to be unsafe by the *building official* is permitted to be restored to a safe condition. To the extent that repairs, *alterations* or *additions* are made or a change of occupancy occurs during the restoration of the structure, such repairs, *alterations*, *additions* or change of occupancy shall comply with the requirements of Section 105.2.2 and the Florida Building Code Existing..

SECTION 117 VARIANCES IN FLOOD HAZARD AREAS

117.1 Flood hazard areas. Pursuant to Section 553.73(5), Florida Statutes, the variance procedures adopted in the local floodplain management ordinance shall apply to requests submitted to the Building Official for variances to the provisions of Section 1612.4 of the *Florida Building Code, Building* or, as applicable, the provisions of R322 of the *Florida Building Code, Residential*. This section shall not apply to Section 3109 of the *Florida Building Code, Building*.

Legend:

Plain Text is from the FBC 5th Ed' (2014)

Shaded Text = BOAF recommendations

The red text is guidance and should be removed before adoption.

Backup material for agenda item:

4. ORDINANCE NO. 2454 – SECOND READING & ADOPTION CODE OF ORDINANCES - Amending certain sections of Chapter 6, "Alcoholic Beverages" to provide for restrictions on possession or consumption in public places and/or on City parks or on City-owned property; providing for restrictions on consumption in vehicles; providing for location of sales on City-owned property; providing for possession in parking areas and lots.

David Moon



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL HEARING
 OTHER: Ordinance

MEETING OF: October 21, 2015
FROM: Community Development
EXHIBITS: Ordinance No. 2454

SUBJECT: ORDINANCE NO. 2454 – AMENDING THE CITY OF APOPKA CODE OF ORDINANCES, CHAPTER 6 – ALCOHOLIC BEVERAGES

Request: SECOND READING & ADOPTION OF ORDINANCE NO. 2454 – AMENDING CERTAIN SECTIONS OF CHAPTER 6, “ALCOHOLIC BEVERAGES” OF THE CODE OF ORDINANCES OF THE CITY OF APOPKA, PROVIDING FOR RESTRICTIONS ON POSSESSION OR CONSUMPTION IN PUBLIC PLACES AND/OR ON CITY PARKS OR ON CITY-OWNED PROPERTY; PROVIDING FOR RESTRICTIONS ON CONSUMPTION IN VEHICLES; PROVIDING FOR LOCATION OF SALES ON CITY-OWNED PROEPRTY; PROVIDING FOR POSSESSION IN PARKING AREAS AND LOTS.

SUMMARY

This amendment to the Alcoholic Beverage ordinance (Chapter 6) clarifies restrictions for the possession, consumption and sale of alcoholic beverages within City parks, public places, and City-owned property.

PUBLIC HEARING SCHEDULE:

October 7, 2015 – City Council (1:30 pm) – 1st Reading
October 21, 2015 – City Council (7:00 pm) - 2nd Reading

DULY ADVERTISED:

October 9, 2015 – Public Notice (Apopka Chief)

FUNDING SOURCE: N/A

RECOMMENDED ACTION:

The **City Council**, at its meeting on October 7, 2015, accepted the First Reading of Ordinance No. 2454 and held it over for Second Reading and Adoption on October 21, 2015.

Adopt Ordinance No. 2454.

DISTRIBUTION:

Mayor Kilsheimer
Commissioners (4)
City Administrator Irby
Community Dev. Director

Finance Director
HR Director
IT Director
Police Chief

Public Ser. Director
City Clerk
Fire Chief

ORDINANCE NO. 2454

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA; AMENDING CERTAIN SECTIONS OF CHAPTER 6, "ALCOHOLIC BEVERAGES" OF THE CODE OF ORDINANCES OF THE CITY OF APOPKA,; PROVIDING FOR RESTRICTIONS ON POSSESSION OR CONSUMPTION IN PUBLIC PLACES AND/OR ON CITY PARKS OR ON CITY-OWNED PROPERTY; PROVIDING FOR RESTRICTIONS ON CONSUMPTION IN VEHICLES; PROVIDING FOR LOCATION OF SALES ON CITY-OWNED PROEPRTY; PROVIDING FOR POSSESSION IN PARKING AREAS AND LOTS; AND PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 6, City of Apopka Code of Ordinances, Florida, prohibits the sale of alcoholic beverages during certain hours; and

WHEREAS, the City Council of the City of Apopka, Florida, wishes to allow extended hours of sale of alcoholic beverages as determined by the Apopka City Council; and

WHEREAS, the City Council of the City of Apopka, Florida, hereby ascertains, finds, determines and declares that:

- (a) Pursuant to Florida Constitution, Article VII Section 2(b), Section 166.021 and 166.041, Florida Statutes, the City Charter, the City Council has all powers of local self-government to perform municipal functions and to render municipal services in a manner not inconsistent with law. Such powers may be exercised by the enactment of city ordinances.
- (b) The City Council may exercise all governmental, corporate, or proprietary power for a municipal purpose except when expressly prohibited by law. The City Council may legislate on any subject matter on which the Florida Legislature may act, except those subjects described in Section 166.021(3)(a), (b) and (c). The subject matter described in Section 166.021(3)(a), (b) and (c), is not relevant to the imposition of special assessments related to the provision of nuisance service by the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, as follows:

SECTION 1. That Chapter 6 of the Code of Ordinances of the City of Apopka, Florida, is hereby amended.

Sec. 6-1. Jurisdiction and scope; rules of evidence; penalty.

- (a) Pursuant to the City of Apopka Charter, Section 1. 03, this chapter shall apply and be effective within the corporate municipal limits of the City of Apopka, Florida.
- (b) Violations of any of the provisions of this chapter shall be punished as provided in the Apopka Municipal Code of Ordinances, Chapter 1, Section 1 - 14.
- (c) In accordance with Florida State Statute 562 47, "Rules of evidence; Beverage Law," as may be amended from time to time by the Florida Legislature:

- 1) Proof that the liquor in question was and is known as whiskey, moonshine whiskey, shine, rum, gin or brandy or by another similar name or names shall be prima facie evidence that such liquor is intoxicating and contains more than 4.007 percent of alcohol by volume and that same is intoxicating.
- 2) Proof that the beverage in question was contained in a container labeled as beer," "ale," "malt liquor," "malt beverage," "wine," or "distilled spirits" or with other similar name; and which bears the manufacturer's insignia, name or trademark is prima facie evidence that such beverage is an alcoholic beverage as defined in s. 561.01.
- 3) Any person or persons who by experience in the past in the handling or use of intoxicating liquors or who by taste, smell, or the drinking of such liquors has knowledge as to the intoxicating nature thereof, may testify as to his or her opinion whether such beverage or liquor is or is not intoxicating, and a verdict based upon such testimony shall be valid.

Sec. 6-2 Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. As used in this chapter, the terms "beverages," "beer" and "wine" shall have the meanings assigned to them by the state alcoholic beverage law. If a classification or definition is not clearly contained within this chapter, then the classification and definitions as contained in F S chs. 561, 562, 563, 564, and 565 as may be amended from time to time are hereby adopted as classifications and definitions for this article.

Alcoholic beverages means distilled spirits and all beverages containing one-half of one percent or more alcohol by volume. The percentage of alcohol by volume shall be determined by measuring the volume of the standard ethyl alcohol in the beverage and comparing it with the volume of the remainder of the ingredients as though the remainder of the ingredients were distilled water.

Bar and lounge mean any place of business where wine, beer or alcoholic beverages are sold or offered for sale for consumption on the premises, and where the sale of food is incidental to the sale of such beverages, or where no food is sold, and includes any establishment in receipt of a valid alcoholic beverage license from the state which permits the sale for consumption on the premises of intoxicating liquors as a principal use. Establishments where beer or wine or both are permitted for consumption on the premises as an incidental or accessory use are not considered a bar.

Bottle club means any business establishment to which patrons bring with them alcoholic beverages to be consumed on the business premises, and where such business is not licensed to sell alcoholic beverages. Bottle clubs are prohibited in the city.

Church means an edifice designed or arranged for religious services, on land held in fee or on lease by an organized group, which group utilizes such edifice for regularly scheduled ongoing religious services, including but not limited to associated accessory uses.

Commercial amusement means an establishment within an enclosed building or structure whose primary function is to provide profit- oriented entertainment and amusement by being engaged in the commercial operation of sports and recreational services. This definition includes but is not limited to

bona fide bowling alleys, skating rinks, indoor theaters and that portion of golf club facilities wherein patrons are served food and beverages.

Consumption off the premises means the selling of beer, wine or alcoholic beverages in the original unbroken containers, to be taken by the purchaser off the premises where sold before being consumed.

Consumption on the premises means consumption of all beers, wines or alcoholic beverages of any kind, or the right to sell by the drink, bottle or can such beverages for consumption, only on the licensed premises where purchased.

Full-course meal. A bona fide full-course meal must consist of a salad or vegetable, entree, beverage and bread, all prepared on the premises. Fast food, sandwiches, frozen foods or any other services are not considered full- course meals.

Government property means a site for the housing of any department, commission, independent agency or instrumentality of the federal, state, county or city government or any other governmental unit.

Liquor, distilled spirits, spirituous liquors, spirituous beverages and distilled spirituous liquors mean that substance known as ethyl alcohol, ethanol or spirits of wine in any form, including all dilutions and mixtures thereof from whatever source or by whatever process produced.

Nonprofit private club means a fraternal benefit society, whether incorporated or not, conducted solely for the benefit of its members and their beneficiaries and not for profit, operated on a lodge system with ritualistic form of work, having a representative form of government, and which makes provision for the payment of benefits in accordance with state law.

Package store means vendors licensed to sell all alcoholic beverages, but in sealed containers only, and for consumption off the premises. The sealed package must not be broken and the contents must not be consumed in or on the premises under a package store license.

Public parks means facilities maintained for the use of the public, including but not limited to playgrounds, athletic fields or other facilities for outdoor recreation use.

Restaurant means a business advertised and held out to the public to be a place where full-course meals are prepared, in a full service kitchen with a commercial stove, refrigerator and oven, and served on a regular basis from a prepared menu, which facility provides seating for at least twenty-five (25) patrons with standard height dining room tables or booths of adequate size to accommodate the service of full-course meals in accordance with the number of chairs found at the table, with such seating exclusive of seating at bars, counters or cocktail tables. The primary operation of the restaurant shall be for the serving of full-course meals. As required in the state alcoholic beverage and cigarette laws, a restaurant must derive at least 51 percent of its gross revenue from the sale of food and nonalcoholic beverages. Records provided to the state shall be provided to the city, upon written request, for determination of percentage requirements. No person shall attempt to circumvent the intent of this subsection by an artifice or scheme, such as the serving of stock meals. The term "stock meals" as used in this subsection, includes but is not limited to the serving of cold plates, snacks, hors d'oeuvres, microwave oven heated foods or previously prepared sandwiches.

Sale and sell mean any transfer of an alcoholic beverage for a consideration, any gift of an alcoholic beverage in connection with or as a part of a transfer of property other than an alcoholic beverage for a consideration, or the serving of an alcoholic beverage by a club licensed under the beverage law.

School means a facility used for education or instruction in any branch of knowledge, public or private, including the following: preschool, elementary, middle and high schools, colleges, community colleges and universities. The term "school" shall also include properly licensed day nurseries and other child care centers.

Vendor includes all persons selling, keeping with the intention of selling or dealing in the beverages defined in this section.

Sec. 6-3. Possession or consumption in public place.

(a) ~~Prohibition on streets, sidewalks, alleys, etc.;~~ and exceptions.

- (1) It is unlawful for any person to ~~purchase, use, offer for sale,~~ possess, consume, or carry in any cup, glass, can, or other open or unsealed container, any alcoholic beverage or any mixture containing an alcoholic beverage in any public park or governmental property or on the public right-of-way, inclusive of streets, sidewalks or alleys, within the Municipal Corporate Limits of the City of Apopka Florida except as otherwise permitted under section 6-3(a)(4) or 6-3(a)(5).
- (2) It is unlawful for any person to consume alcoholic beverages or carry in any cup, glass, can or other open or unsealed container any alcoholic beverage or any mixture containing an alcoholic beverage in or upon any parking area open to public use or in or upon any private property without the consent of the owner, tenant or other person lawfully in possession of said property except as otherwise permitted under section 6-3(a)(4) or 6-3(a)(5).
- (3) It is unlawful for any person to consume alcoholic beverages or carry in any cup, glass, can, or other open or unsealed container any alcoholic beverage or any mixture containing an alcoholic beverage while such person is in or on any vehicle which is located in or upon any parking area open to public use, or in or upon any private property without consent of the owner or in any public park or governmental property or on the public right-of-way, inclusive of streets, sidewalks or alleys.

(a) This section 6-3(a)(3) shall not apply to:

1. A passenger of a vehicle in which the driver is operating the vehicle pursuant to a contract to provide transportation for passengers and such driver holds a valid commercial driver's license with a passenger endorsement issued in accordance with the requirements of Florida State Statutes Chapter 322 as long as such consumption is not visible from the exterior of the vehicle;
2. A passenger of a bus in which the driver holds a valid commercial driver's license with a passenger endorsement issued in accordance with the requirements of Florida State Statutes Chapter 322 as long as such consumption is not visible from the exterior of the vehicle; or
3. A passenger of a self-contained motor home which is in excess of 21 feet in length as long as such consumption is not visible from the exterior of the vehicle.

- (4) The City Council may permit consumption and carrying of alcoholic beverages on streets, sidewalks alleys and right-of-way within the Municipal Corporate Limits of the City of Apopka, Florida and ~~or on city-owned property during and at events or programs held by any individual, corporation, association, or organization~~ subject to such terms and conditions as the City Council may impose for the protection of the public health, safety and welfare through approval of a special event permit, use agreement, or other official action.
- (5) Any individual, corporation, association or organization which has received permission from the City Council to engage in a public or private event is further authorized to provide alcoholic beverages for consumption at the particular event or program, given such authorization is expressly approved by City Council and subject to all other requirements of law through the approval of special event permit, use agreement, or other official action.

(b) Consumption in parking areas, lots, etc., outside licensed premises prohibited; vendor' s responsibilities.

- ~~(1) a)~~ It is unlawful for any vendor or for any agent, servant or employee of such vendor, to permit the consumption of any alcoholic beverages in or upon other area outside of the building or, room mentioned in the vendor's license certificate as the address thereof, when any part of such parking or area is adjacent to the building or premises in which the business is operated and when such parking or other area is owned rented leased regulated, controlled or provided, directly or indirectly, by such licensed vendor or by any agent, servant or employee of such licensed vendor.
- ~~(2) b)~~ A licensed vendor shall post and maintain a legible painted or printed sign in at least two (2) separate prominent places on such parking or other area with sufficient light directed thereon to be visible during the hours of darkness while such place of business is open, in letters not less than three (3) inches in height, stating " WARNING: Drinking Alcoholic Beverages on this Lot Prohibited — \$500.00 Fine and/or 60 days in Jail — City Ordinance." Posting of such signs shall constitute prima facie evidence that such vendor is not operating in violation of subsection (a) of this section.
- ~~(3) e)~~ If any licensed vendor mentioned in this section is a corporation then the officers of such corporation shall be regarded as the owners thereof for the purposes of enforcement of this section.

Sec. 6.4. Consumption in vehicle. Reserved.

~~It is unlawful for any person to consume any alcoholic beverage, or any mixture containing an alcoholic beverage, on the streets, sidewalks or alleys within the city, while such person is an operator or passenger in or on any vehicle, whether moving or stopped, and such consumption is open to public view.~~

Sec. 6-5. Possession or consumption on golf course or in golf cart.

Section 6-3 shall not be applicable to any person while on a golf course, or in a golf cart while going to and from a clubhouse or villa or from hole to hole on the golf course, unless the golf cart is being operated on a public right-of-way.

Sec. 6-6. Permitting consumption in areas adjacent to vendor's premises; permitting open containers to be taken from premises.

- (a) It is unlawful for any vendor, or for any agent, servant or employee of such vendor, to permit the consumption of any alcoholic beverages in or upon any parking or other area outside of the vendor's building or room if such parking or other area is adjacent to the building or premises in which the business licensed is operated, when such parking or other area is owned, rented, leased, regulated, controlled or provided, directly or indirectly, by such licensed vendor or any agent, servant or employee of such licensed vendor.
- (b) A licensed vendor may post and maintain a legible painted or printed sign in at least two separate prominent places on such parking or other area, with sufficient light directed thereon to be visible during the hours of darkness while such place of business is open, in letters not less than three inches in height, stating the following: "WARNING: Drinking Alcoholic Beverages on this Lot Prohibited \$500.00 Fine and /or 60 days in Jail — City Ordinance." Posting of such signs shall constitute prima facie evidence that such vendor is not operating in violation of subsection (a) of this section.
- (c) If any licensed vendor mentioned in this section is a corporation, then the officers of such corporation shall be regarded as the owners thereof for the purposes of enforcement of this section.
- (d) It is unlawful for any vendor, or his agents or employees, licensed to sell beer, wine, liquor or other alcoholic beverages within the city, to knowingly allow any person to take from the licensed premises any opened beer, wine, liquor or other alcoholic beverage container, or to knowingly allow any person to take from the licensed premises any glass or other opened or unsealed container containing an alcoholic beverage or any mixture containing an alcoholic beverage.
- (e) Violation of this section shall be prosecuted and punished in the manner provided by general law.

Sec. 6-7. Location of sales.

- (a) Location restrictions for sale of alcoholic beverages are as follows:
 - (1) The provisions of this subsection (a) shall not apply to supermarkets, convenience stores, drugstores or similar establishments which sell alcoholic beverages in -house or as an accessory use, in sealed containers, for consumption off the premises.
 - (2) No person shall sell any intoxicating beverage within 750 feet of any established church, school, government property or building, or public park.

a) This subsection 6-7(a)(2) shall not apply to:

- 1. City-owned property for which a lease or rental agreement has been authorized by City Council, and alcoholic beverage sales take place subject to such terms and conditions as the City Council may impose for the protection of the public health, safety and subject to all other requirements of law.

2. A special event permit or other similar official action approved by City Council for an event or program on streets, sidewalks, alleys and right-of-way within the Municipal Corporate Limits of the City of Apopka, Florida and/or on city-owned subject to such terms and conditions as the City Council may impose for the protection of the public health, safety and welfare.

- (3) Bars and lounges and any establishment for consumption on the premises or package stores licensed by the city, county or state must be at least 750 feet apart. This subsection does not govern restaurants serving the public with a full service kitchen providing full-course meals. This subsection shall not apply if one or both of the two establishments is:
 - a. An establishment incidental to and within a portion of a building used for a bona fide restaurant.
 - b. An establishment incidental to and within a building used as a hotel or motel with at least 50 rental sleeping rooms. Such incidental use must follow the restaurant requirements as defined in section 6-1.
 - c. An establishment incidental to and within a bona fide nonprofit private club where only members and their guests are served or sold alcoholic beverages.
- (4) If the proposed establishment is to be located within a shopping center or group of commercial stores within a single structure, the required distances shall be measured from the primary entrance of that proposed establishment rather than the nearest wall of the building or structure in which alcoholic beverages are to be sold or consumed.
- (5) The distance between establishments for the sale or consumption of alcoholic beverages and churches, schools, government property or buildings and public parks, regardless of jurisdictional boundaries, shall be determined with a certified survey from a land surveyor registered in the state. The survey shall be provided by the applicant when distance clarification is required, at the discretion of the community development department. The survey shall indicate the distance between any such uses or properties. The survey shall indicate the shortest distance, as measured by following a straight line from the nearest property line in which the alcoholic beverages are sold or consumed to the nearest point of the other property line or other use. In cases where there are no churches, schools, public property or public parks or existing alcoholic beverage establishments within 750 feet, the survey shall so certify.
- (b) In order to qualify for the exemptions and modifications provided for separation of alcoholic beverage establishments in subsection (a) of this section, the establishments in hotels or motels, restaurants, nonprofit private clubs and commercial amusements shall not display any bar, cocktail, beer, wine, liquor or similar alcoholic beverage sign visible from any exterior areas or interior areas within five feet of any windows or doors which are visible from the exterior of the building.
- (c) Where an establishment for the sale or consumption of alcoholic beverages is located in conformity with the provisions of this section, the subsequent location of a church, school, government property or public park in the proximity of such existing establishment shall not

be construed to cause such establishment to be in violation of this chapter, provided the establishment maintains a current occupational license.

Sec. 6-8. Existing establishments.

- (a) The provisions of this chapter shall not be construed to be retroactive, and any existing establishment for the sale of alcoholic beverages which conforms to the regulations in effect when such establishment was established shall not be rendered illegal or in violation through the adoption of these regulations. If any nonconforming or grandfathered use ceases operation, for any reason, for a period of more than 180 days, the nonconforming or grandfathered use shall be deemed abandoned and shall not thereafter be permitted to continue.
- (b) As of the adoption of the ordinance from which this chapter is derived, existing establishments for off premises sales or on-premises consumption for restaurants that are conforming uses which sell alcoholic beverages, and subsequently close, may reopen within a 24-month period, regardless if another new establishment opens within 750 feet, according to this chapter. An extension beyond the initial 24 months may only be applied for, in writing, to the city council, prior to the expiration of the 24 -month period.

Sec. 6-9. Hours of sale; closing hours.

- (a) On-premises; hours of operation.
 - (1) Alcoholic beverages may be sold, consumed, served, or permitted to be served or consumed, in any place holding a license under the Division of Alcoholic Beverages and Tobacco, State Department of Business and Professional Regulations, which license permits the consumption of beverages on the premises of the licensee, only between the hours of 9:00 a.m. and 12:00 a.m. (midnight) each day of the week except Sunday whereas the hours shall be 12:00 p. m. (noon) through 12:00 a.m. (midnight) alcoholic beverages may be sold, consumed, served, or permitted to be served or consumed in any place holding a license under the Division of Alcoholic Beverages and Tobacco State Department of Business and Professional Regulation which license permits the consumption of alcoholic beverages on the premises of the licensee, between the hours of 9:00 a.m. on December 31 and such hours of operation to sell alcoholic beverages by any establishment licensed to sell alcoholic beverages, are extended from 12:00 a.m. (midnight) to 3:00 a.m. of the following day.
 - (2) Any established and open business annexed into the city after the effective date of this ordinance may continue to operate under the rules and ordinances in place under the jurisdiction annexed from until such time the business use is changed, sold, or transferred.
- b) Package sale, off premises.
 - 1) Alcoholic beverages may be sold in any place holding a license under the Division of Beverage and Tobacco State Department of Business Regulation, which license permits package sale of alcoholic beverages by the licensee for consumption off the premises of the licensee only between the hours of 9:00 a.m. and 12:00 a.m. (midnight) of the following day, each day of the week, except Sunday whereas the hours shall be 12:00 p. m. (noon) through 12:00 a.m. (midnight). Alcoholic beverages may be sold in any place

holding a license under the Division of Beverage, State Department of Business Regulation, which license permits package sale of alcoholic beverages by the licensee for consumption off the premises of the licensee between the hours of 9:00 a.m. on December 31, and such hours of operation to sell alcoholic beverages by any establishment licensed to sell alcoholic beverages, are extended from 12:00 a.m. (midnight) to 3:00 a.m. of the following day.

- 2) Any established and open business annexed into the city after the effective date of this ordinance may continue to operate under the rules and ordinances in place under the jurisdiction annexed from until such time the business use is changed, sold, or transferred.

Sec. 6-10. Bottle clubs.

- a) It shall be unlawful for a person to operate a business within the corporate limits of the city for the purpose of operating a bottle club.
- b) It shall be unlawful for any person to violate the provisions of this section, and upon conviction such person shall be guilty of an offense. In addition, the city council may, when it deems it to be in the public interest, and following a public hearing, rescind any occupational license issued by the city to any person convicted of a violation of this section, or of any business entity whose agent is convicted of violating this section while acting within the scope of his employment.

Sec. 6-11. Forfeiture of vehicles used for illegal transportation.

Any vehicle, vessel, aircraft or animal used in the transportation or removal of, or for the deposit or concealment of, any illicit liquor still or stilling apparatus or any mash, wort, wash or other fermented liquids capable of being distilled or manufactured into an alcoholic beverage containing more than one percent of alcohol by weight, or any alcoholic beverage commonly known and referred to as moonshine whiskey, where seized by a municipal police officer within the corporate limits of the city, shall be forfeited as provided for by state law.

SECTION 2. It is the intention of the City Council that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Apopka; and the City Clerk is directed to take the necessary steps to effect codification into the Code, and Sections of this ordinance may be numbered or renumbered or lettered or re-lettered and the word "ordinance" may be changed to "chapter", "section", "article", or such other appropriate word or phrase in order to accomplish such codification. Typographical errors which do not affect the intent may be authorized by the Mayor, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 3. That nothing in this ordinance shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 4. CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 6. EFFECTIVE DATE. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect immediately upon its passage and adoption.

READ FIRST TIME: October 7, 2015

READ SECOND TIME
AND ADOPTED: October 21, 2015

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda G. Goff, City Clerk

APPROVED as to form and legality for
use and reliance by the City of Apopka,
Florida.

Clifford B. Shepard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: October 9, 2015

Backup material for agenda item:

5. ORDINANCE NO. 2455 - SECOND READING & ADOPTION
Amendment to Chapter 38 "Emergency Service"
Article III for the Public Safety Radio Amplification System. Randall Fernandez



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER: Ordinance

MEETING OF: October 21, 2015
FROM: Police Department
EXHIBITS: Ordinance 2455

SUBJECT:

ORDINANCE 2455 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING CHAPTER 38, "EMERGENCY SERVICES," ARTICLE III, "PUBLIC SAFETY 800 MHZ RADIO AMPLIFICATION SYSTEM," BY AMENDING THE TITLE; BY AMENDING THE FOLLOWING SECTIONS: SECTION 38-46 "PUBLIC SAFETY 800 MHZ RADIO COVERAGE REQUIREMENT"; SECTION 38-47 "AMPLIFICATION SYSTEMS ALLOWED"; SECTION 38-48 "ACCEPTANCE TEST PROCEDURE"; SECTION 38-49 "ANNUAL TEST PROCEDURE"; SECTION 38-50 "TEST RECORDS AND TECHNICAL DOCUMENTATION"; SECTION 38-53 "FEES"; SECTION 38-54 "PENALTIES"; PROVIDING FOR DIRECTION TO THE CITY CLERK, FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

Request:

ACCEPT THE SECOND READING AND ADOPT ORDINANCE NO. 2455.

SUMMARY:

Given the probability police officers or firefighters may be called to assist the owners or occupants of commercial structures during a time of crisis, it is imperative, and in the public good, that adequate two-way communications are provided emergency responders. In August of 2004, the City Council of the City of Apopka adopted ordinance 1760 changing Chapter 38, EMERGENCY SERVICES, by adding a new article entitled "Public Safety Radio Amplification System." This article provided that new construction, or substantially renovated construction, be equipped to ensure the city's public safety radio system will function within the structure.

Over time, changes have been made to the city's radio system and engineering practices have changed regarding the installation and testing of amplification systems. Additionally, with the City Council's commitment to enhance the city's radio system within this next budget year, and the imminent construction within the downtown development area, Kelly Park crossings, and the Florida Hospital expansion, staff felt it was time to update the ordinance. These changes will ensure construction is within best practices regarding the reliability of public safety communications. Ordinance 2455 was read on October 7, 2015 and held over for a second reading

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Adopt Ordinance No. 2455

DISTRIBUTION

Mayor Kilsheimer
Commissioners
City Administrator
City Development Director

Finance Director
HR Director
IT Director
Police Chief

Public Services
Recreation Director
City Clerk
Fire Chief

ORDINANCE NO. 2455

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING CHAPTER 38, "EMERGENCY SERVICES," ARTICLE III, "PUBLIC SAFETY 800 MHZ RADIO AMPLIFICATION SYSTEM," BY AMENDING THE TITLE; BY AMENDING THE FOLLOWING SECTIONS: SECTION 38-46 "PUBLIC SAFETY 800 MHZ RADIO COVERAGE REQUIREMENT"; SECTION 38-47 "AMPLIFICATION SYSTEMS ALLOWED"; SECTION 38-48 "ACCEPTANCE TEST PROCEDURE"; SECTION 38-49 "ANNUAL TEST PROCEDURE"; SECTION 38-50 "TEST RECORDS AND TECHNICAL DOCUMENTATION"; SECTION 38-53 "FEES"; SECTION 38-54 "PENALTIES"; PROVIDING FOR DIRECTION TO THE CITY CLERK, FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, The City of Apopka, Florida has established a public safety radio system for the benefit of the police officers and firefighters that respond to emergencies within the City; and

WHEREAS, The City desires the system coverage within structures is adequate for the safety of the first responders responsible for attending to such emergencies; and

WHEREAS, The City has modified the public safety radio system and construction within the city is becoming more complex; and

WHEREAS, The City, in order to ensure municipal ordinances are commensurate with changing technologies, must amend such ordinances from time to time,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA THAT:

SECTION I. Amendment of the title.

The title "PUBLIC SAFETY 800 MHZ RADIO AMPLIFICATION SYSTEM" be amended to "PUBLIC SAFETY RADIO AMPLIFICATION SYSTEM"

SECTION II. Amendment of the Section 38-46.

Sec. 38-46. - Public safety ~~800-MHz~~ radio coverage requirement.

Any existing structure, that is equal to or in excess of 5,000 square feet of floor space that changes use, or more than 50 percent of the existing structure is remodeled, or there is a change in the building in such a way as to inhibit the city's public safety radio coverage within it; and

Any existing structure, that is not equal to or in excess of 5,000 square feet of floor space, but is altered in any manner to increase its size to be equal to or in excess of 5,000 square feet of floor space; and

Any new structure, which is equal to or in excess of 5,000 square feet of floor space must comply with the provisions of this ordinance and shall provide adequate radio coverage for the City of Apopka's ~~800-MHz~~ Radio Communications System so a non-modified, public safety, ~~able~~ radio is able to clearly transmit and receive voice transmissions from within the structure.

For purposes of this section, adequate radio coverage shall include the following:

- (1) A minimum signal strength of —95 dBm available in the prescribed floor space of each floor of the identified structure when transmitted from the City of Apopka's ~~800-MHz~~ Radio Communications System (~~prime-site~~); and
- (2) The minimum signal strength of —95 dBm received at the City of Apopka's ~~800-MHz~~ Radio Communications System (~~prime-site~~) when transmitted from the prescribed floor space of each floor of the identified structure; and
- (3) ~~The frequency range which must be supported shall be 806—825 MHz Transmit and 851-870 Receive, with a 95 percent reliability factor; and~~ The public safety radio coverage shall be installed and maintained in accordance with this ordinance the currently adopted Florida Fire Prevention Code, National Fire Protection Association (NFPA) 1221, and best engineering practices, in effect at the time of construction.
- (4) The non-modified public safety portable radio is able to clearly transmit and receive voice transmissions from the testing area to the city's communications center.

SECTION III. Amendment of the Section 38-47.

Sec. 38-47. - Amplification systems allowed.

Buildings and structures which cannot support the required level of radio coverage shall be equipped with a radiating cable system or an internal multiple antenna system with or without FCC type accepted bi-directional ~~800-MHz~~ amplifiers, as needed, or any equivalent device as accepted by the authority having jurisdiction in order to achieve the required adequate radio coverage.

Any part of the installed system or systems containing an electrically powered component, shall be capable of operating on an independent battery and/or generator system for a period of at least 12 hours without external power input. The battery system shall automatically charge in the presence of an external power input. In buildings with multiple occupancies, the system shall be tied to the main house panel as approved by the authority having jurisdiction.

Nothing in this section is intended to prevent the use of systems, methods, or devices, of equivalent or superior quality, strength, effectiveness, or durability provided technical documentation is submitted and the device is approved for the intended purpose.

SECTION III. Amendment of the Section 38-48.

Sec. 38-48. - Acceptance test procedure.

When construction falls under section 38-46, the designee of the fire chief shall ~~conduct an acceptance test, or~~ witness an acceptance test ~~if~~ when the building owner contracts a private radio installation company, as part of the occupancy's final inspection.

The acceptance test shall be undertaken as follows to ensure that two-way coverage on each floor of the building is adequate:

- (1) Floor test areas.
 - a. Open areas: For each open area of more than 2,000 square feet, the area shall be divided into a grid of approximately 20 equal areas. A maximum of one of the areas will be allowed to fail the test. If the system continues to fail, it will be the building

owner's responsibility to have the building altered to meet the 95 percent coverage requirement. Open areas are considered warehouse areas, open office space with cubicles, or showrooms with stock or accessory.

- b. Closed office or room areas: Each enclosed area of less than 2,000 square feet shall be considered a single test area. Any failure within this test area will be considered a failure of the building. It will be the building owner's responsibility to have the building altered to meet the coverage requirement. Divided office areas are those spaces with walls from floor to ceiling and doors (or doorways whether or not there is a door) or hallways to connect such areas in order to enclose or separate the spaces.
 - c. Closet, ancillary, storage space, or hallways of less than 150 square feet shall not be evaluated in the test. (Excepted are elevators and associated shafts.)
- (2) The test shall be conducted using approved FCC testing equipment. an Motorola portable radio, talking through the City of Apopka 800 MHz Radio Communications System and/or a Received Signal Strength Indicator (RSSI). As referenced in NFPA 1221, the minimum acceptable signal strength is -95 decibel/milliwatts (dBm). A spot located location approximately in the center of the grid area (or single room) will be selected for the test, ~~then the radio will be keyed to verify 2 way communications to and from the outside of the building through the City of Apopka 800 MHz Radio Communications System. the dBm will be measured.~~ Once the spot location has been selected, prospecting for a better spot location within the grid area will not be permitted.
 - (3) The occupant or building owner is required to provide two floor plans of each floor for the test with any active or passive repeaters or antennas so indicated upon them to the designee of the Fire Chief.
 - (4) The gain values found at all test locations and of all amplifiers (as needed) shall be measured and the test measurement results shall be kept on file (on premises) with the building owner so that the measurements can be verified during the fire marshal's fire inspection(s). In the event that the measurement results become lost, the building owner will be required to rerun the acceptance test to reestablish the gain values.

When an in-building radio is required, it shall be the building owner's responsibility to have all active components of the system, such as amplifiers and power supplies and backup batteries, tested and proof of testing provided to the designee of the fire chief at the acceptance test. Amplifiers shall be tested to ensure that the gain is within manufacturer tolerances. Backup batteries and power supplies shall be tested under load to verify that they will properly operate during an actual power outage. All other active components shall be checked to determine that they are operating within the manufacturer's specifications for the intended purpose. Such testing and documentation shall be provided by a licensed two way radio communications company.

SECTION IV. Amendment of the Section 38-49.

Sec. 38-49. - Annual test procedure.

When construction falls under section 38-46, ~~the designee of the fire chief may conduct an annual test, or witness an annual test if~~ the building owner will provide annual certification from chooses to contract a private radio maintenance company, as part of the occupancy's required fire inspections. The annual test shall be undertaken to ensure that two-way coverage on each floor of building is adequate as directed in section 38-48.

When an in-building ~~amplification system radio~~ is required, it shall be the building owner's responsibility to have all active components of the system, such as amplifiers and power supplies and backup batteries, tested a minimum of once every 12 months and proof of such testing must be provided to the designee of the fire chief. Amplifiers shall be tested to ensure that the gain remains within manufacturer tolerances. Backup batteries and power supplies shall be tested under load to verify that they will properly operate during an actual power outage. All other active components shall be checked to determine that they are operating within the manufacturer specifications for the intended purpose. Such testing and documentation shall be provided by a licensed two way radio communications company.

SECTION IV. Amendment of the Section 38-50.

Sec. 38-50. - Test records and technical documentation.

All tests shall be approved by a designee of the Apopka Fire Chief. All test records shall be retained on the inspected premises by the building owner and shall be subject to inspection by the designee of the fire chief and copies of any and all tests shall be provided upon request.

Any and all technical sheets, alteration records, repair and maintenance records, or any other such documentation (or legible copy thereof) shall be kept with the structure, for the life of the structure, regarding any in-building amplifier system, whether active or passive.

When construction falls under 38-46, the developer/contractor must provide the designee of the Fire Chief technical documentation of adherence with this article.

Any technical documentation shall be provided by a licensed private radio maintenance company approved by the authority having jurisdiction. Such documentation may include Distributed Antenna System (DAS) design plans, if the size and scope of construction requires such installation. Such plans shall be submitted with the building plans during the plans review process.

If construction falls in a size and scope that does not require DAS installation, a certification letter of such shall be submitted. Such certification letter plans shall be submitted with the building plans during the plans review process.

Should the City require the plans and/or certification letter to be reviewed by the City's radio frequency engineer, the developer will be required to submit the fees with the technical documentation.

Nothing in this section shall alleviate any testing requirement, either at the acceptance or annual phase.

SECTION IV.

Sec. 38-51. - Field testing.

Police and fire personnel, after providing reasonable notice to the owner or his representative, shall have the right to enter onto the property to conduct field-testing to be certain that the required level of radio coverage is present.

SECTION IV.

Sec. 38-52. - Exemptions.

This article does not apply to buildings less than 5,000 square feet or any R-1 or R-2 occupancy.

SECTION IV. Amendment of the Section 38-53.

Sec. 38-53. - Fees.

Acceptance Test	Included in Building Permit
Annual Test	\$35.00
Failure/ Re-inspection	\$50.00 each inspection
<u>Plans Review</u>	<u>Any construction meeting the requirements set forth within 38-46 shall require the contractor/developer to remit actual costs plus 3% administration for consulting services which may be contracted by the city. Such costs may be negotiated by staff. Failure to remit such costs may result in denial of a Certificate of Occupancy and final approval of the development.</u>

SECTION IV. Amendment of the Section 38-54.

Sec. 38-54. - Penalties.

All test results shall be approved by a designee of the Apopka Fire Chief prior to a certificate of occupancy, certificate of completion, or occupational license being issued. Any approval or denial of the Certificate of Occupancy shall be in consultation with the Police Chief, the Director of Communications, and the Building Official.

A violation of any provision of this Article may be enforced through the code enforcement process as described within the Apopka Municipal Code and Chapter 162 of the Florida Statutes;

The City of Apopka may bring a lawsuit in a court of competent jurisdiction to pursue temporary or permanent injunctive relief or any other legal or equitable remedy authorized by law to cure, remove, prevent, or end a violation of any provision of this Article, and furthermore, in the event the City of Apopka enforces a violation of this provision, the offender may be responsible for the cost of such enforcement; and

SECTION IV. Directions to the City Clerk.: That the City Clerk, or the City Clerk’s designee, is hereby authorized to include this amendment in the Apopka Code of Ordinances of the City of Apopka, Florida. The Clerk may make format changes as necessary to ensure consistency with the current Code protocol.

SECTION V. Conflicts: All ordinances and resolutions or parts of ordinances and resolutions in conflict herewith are hereby repealed.

SECTION VI. 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 VII. Effective Date: This Ordinance shall become effective immediately upon adoption.

FIRST READING: October 7, 2015

SECOND READING
AND ADOPTION: October 21, 2015

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda F. Goff, City Clerk

DULY ADVERTISED FOR PUBLIC HEARING: October 9, 2015

Backup material for agenda item:

6. ORDINANCE NO. 2456 - SECOND READING & ADOPTION
Amending the Code of Ordinances of the City of Apopka,
Chapter 30, "Cemeteries", by repealing the entire chapter
in its entirety and adopting a new Chapter 30, "Cemeteries".

Linda Goff



**CITY OF APOPKA
CITY COUNCIL**

<u> </u> CONSENT AGENDA	MEETING OF: October 21, 2015
<u> </u> PUBLIC HEARING	FROM: City Clerk
<u> </u> SPECIAL HEARING	EXHIBITS: Ordinance No. 2456
<u> X </u> OTHER: Legislative Ordinances & Resolutions	

**SUBJECT: ORDINANCE NO. 2456 – AMENDING CHAPTER 30, “CEMETERIES”
BY REPEALING CHAPTER 30 IN ITS ENTIRETY, AND ADOPTING A
NEW CHAPTER 30, “CEMETERIES**

**REQUEST: ADOPT ORDINANCE NO. 2456, REPEALING CHAPTER 30 IN ITS
ENTIRETY, AND ADOPTING A NEW CHAPTER 30, “CEMETERIES”.**

SUMMARY

The City Council has never adopted a cemetery ordinance that addresses the full cemetery operation, policies and procedures, and rules and regulations. Chapter 30 of the Code of Ordinances addresses the need for a burial permit, the sale of lots, including occasional increases of fees over the years, and the allowance for double interments

Rules and Regulations were adopted by the City Council regarding decoration and space care in the cemetery in 1985. However, these rules being very limited, little has been done to enforce them throughout the years.

Adoption of Ordinance No. 2456 will provide City staff with the needed authority to enforce and improve the decorum and safety of the City cemetery, thereby making it a place of rest and repose for families visiting their loved ones.

FUNDING SOURCE: N/A

RECOMMENDED ACTION:

Adopt Ordinance No. 2456.

DISTRIBUTION

Mayor Kilsheimer	Finance Director	Public Ser. Director
Commissioners (4)	HR Director	City Clerk
City Administrator Irby	IT Director	Fire Chief
Community Dev. Director	Police Chief	

ORDINANCE NO. 2456

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING THE APOPKA CODE OF ORDINANCES, CHAPTER 30 - CEMETERIES, IN ITS ENTIRETY, PROVIDING FOR REPEAL OF EXISTING CEMETERY REGULATIONS; PROVIDING FOR SEVERABILITY; CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 166.021 *Florida Statutes*, grants municipalities the proprietary powers to undertake all municipal functions; and

WHEREAS, Chapter 166 *Florida Statutes*, contains public notice and hearing procedures for proposed actions by the City; and

WHEREAS, the City Council desires the city's cemetery to be a safe and serene place for family and friends of those interred to visit; and

WHEREAS, the City of Apopka, Florida, deems it necessary, desirable and in the interest of its citizens to amend the Apopka Code of Ordinances, Chapter 30 - Cemeteries, in its entirety.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Apopka, Florida as follows:

SECTION I. Amendment to Code: The City of Apopka Code of Ordinances is hereby amended by replacing in its entirety, Chapter 30, "Cemeteries", which shall read as follows:

CHAPTER 30 - CEMETERIES

Section 30-1. Reserved Rights.

The City reserves the right to enlarge, reduce, replat, or change the boundaries or grading of the sections from time to time, and the right to modify and change the locations of or remove or re-grade roads, drives and walkways, or any part thereof, is hereby expressly reserved. The right to lay, maintain, and operate or alter pipe lines is expressly reserved, as is the right to use cemetery property, not sold as burial space(s).

The City Council is authorized to adopt new Rules and Regulations, or amend, alter or repeal these rules for the operation of the Edgewood/Greenwood Cemetery, a copy of which shall be maintained in the office of the City Clerk.

Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The City therefore reserves the right, without notice, to make exceptions,

suspensions, or modifications in any of these rules and regulations when, in its judgment, the same appear advisable; and such temporary exception, suspension, or modification shall in no way be construed as affecting the general application of such rule.

The City Council shall have sole authority to subdivide the cemetery into blocks, sections, burial spaces and streets and to determine the dimensions and location of each.

The City has the right, without prior approval of the burial space(s) owner or his/her legal representative, to correct errors made in good faith, in any phase of cemetery administration, operation or maintenance without incurring liability of any kind whatsoever.

Section 30-2. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Block and/or Section, shall mean a platted area within the Cemetery that consists of more than one burial space.

Burial Space shall mean a single space within a platted section and/or block designed for the interment of human and cremated remains. (Regular burial spaces are approximately 3 ½' x 10'. Cremation spaces are 3 ½' x 2 ½'.)

Cemetery or Municipal Cemetery, when used in this chapter, means the municipal cemetery of the City of Apopka, commonly referred to as "Edgewood/Greenwood Cemetery".

Cemetery Personnel, refers to the individual(s) designated to maintain the cemetery grounds, mark for burials, monuments, and report code violations.

City refers to the City of Apopka.

Contractor means any person, firm, corporation or anyone engaged in placing, erecting or repairing any monument/marker/memorial, or performing any work on the cemetery grounds, other than an employee of the City of Apopka.

Disinterment shall mean the removal of human or cremated remains from a burial space for relocation.

Double Interment shall designate two stacked regular burials in the same space.

Human Remains shall mean the bodies of deceased persons and includes bodies in any stage of decomposition and cremated remains.

Immediate Family refers to father, mother, wife, husband, brother, sister, son, daughter, stepson, stepdaughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchildren, grandparents, or a related person named via notarized affidavit.

Interment shall mean the final disposition of the remains and cremated remains of a deceased person by earth burial.

Monument/Marker/Memorial shall designate a monument, marker, tablet, or headstone for a family or individual for the purpose of identification or in memory of the interred.

Mausoleum or Columbaria refers to a structure or building which is substantially exposed above the ground and intended to be used for the entombment of human remains and/or cremated remains in crypts or niches.

Non-Resident refers to a person not residing within the incorporated limits of the City of Apopka.

Owner refers to an individual to whom a Right of Interment has been issued, or to whom a Right of Interment has been transferred, or by signed affidavit by the prior owner(s).

Resident refers to a person residing within the incorporated limits of the City of Apopka.

Right of Interment Certificate refers to a document issued by the City Clerk's Office upon payment of the established fee evidencing a right of burial in a certain space in the cemetery. (Formerly known as a Cemetery Deed)

Right of Interment Restrictions refers to restrictions placed on certain sections of the cemetery where specific requirements must be met (i.e., double interments, monuments/markers/memorials, etc.)

Scatter Garden refers to a garden area specifically designated and intended to be used for the scattering of cremated remains.

Section shall mean platted property within the cemetery which consists of more than one block.

Vault refers to a primary receptacle made of concrete which is sealed and has a domed or step up top for the placing of a casket containing a deceased person.

Section 30-3. Sale of Spaces – Transfers - Burial Permits -Double Interments.

1. A person may purchase a burial space in the City cemetery at prices adopted by the City Council, and procure a Right of Interment Certificate from the City Clerk. Such Right of Interment Certificate shall be properly executed by the Mayor, or his designee, and attested by the City Clerk. All burial spaces shall be sold subject to the rules and

regulations in force. Such spaces shall be used for no other purpose than the burial of human remains or cremated remains.

2. The City may require evidence of the street address of the last permanent residence of the owner/deceased, prior to the purchase of a burial space or burial permit. The City will sell burial spaces in the cemetery only for the fees adopted by the City Council. Spaces must be paid in full prior to interment or placement of grave markers.
3. Legal Notices. Notice by mail, sent to the burial space owner or their legal representatives or heirs, at the last address on file in the office of the City Clerk shall be deemed sufficient and proper legal notification. It shall be the duty of the burial space owner to notify the City of any changes in their mailing address.
4. The Right of Interment Certificate to a cemetery burial space vests in the burial space owner/heir the right to use such burial space for burial purposes only, for themselves or their immediate family. *As defined in Section 30-2.*
5. All burial rights for cemetery property purchased from the City occupy the same position as real estate at the death of the owner. Only such person(s) as named or appears on the cemetery records of the City will be recognized as owner(s) of the cemetery property. If the death of the property owner occurs, and if the cemetery property is disposed of by a will, a certified copy of the will must be delivered to the City Clerk's Office before the City will recognize the change in ownership. If the deceased property owner left no will, the heir(s) must present proof that they are the only living heir(s). If more than one heir, all heirs have equal rights to the property.
6. Burial Permit; In order to eliminate any errors in burials, authorization in the form of a burial permit for said burial of human and cremated remains shall be obtained from the City Clerk's Office as described in Section 30-7 of this ordinance.
7. The City shall not be held responsible for any information provided by telephone, or for any mistakes occurring from the lack of precise written instructions from cemetery property owners, funeral directors, or their representatives.
8. Double Interments may only take place in the area of the cemetery designated for double interments. A double depth vault must be installed within 60 days of purchase.

Section 30-4. Fees.

The current Cemetery Fees, as adopted by Ordinance No. 2224 on August 17, 2011, shall remain in force until such time they are amended by the city council by means of adoption of a resolution.

Time payments; Cemetery burial spaces, excluding mausoleum crypts, may be purchased by time payment unless the purchase is for an immediate need. If purchasing property "at need", payment in full is required. "Pre-need" purchases are available, as follows:

Twenty-five percent (25%) of the purchase price and a Twenty-five dollar (\$25.00) Administrative Fee shall be paid for each space placed on Time Payment. Thereafter, a minimum of Thirty dollars (\$30.00) shall be paid to the City on the first business day of the month until the balance is paid in full. A Right of Interment Certificate shall be issued by the city clerk upon receiving payment in full.

The City shall not be responsible for mailing reminders or statements. When at any time the payment account becomes sixty (60) days delinquent, payment of the balance in full may be demanded. If payment in full is demanded on delinquent accounts and the purchaser cannot or will not pay the full balance, the City may reimburse the purchaser the full amount paid less 50% of the minimum down payment, and said purchaser shall not be eligible for future time purchases of burial spaces.

Repurchase; Owners of a burial space may make application to the City Clerk's Office for the repurchase of their space. Repurchase of burial spaces will be at seventy-five (75%) percent of the City's current resident rate, less the deed transfer fee. The original Right of Interment Certificate (or Cemetery Deed) must be surrendered. The City Clerk will determine if the burial space can be repurchased by the City.

Section 30-5. Transfer of Right of Interment.

Cemetery property owners who wish to transfer, or convey the right of interment to another person shall have the appropriate affidavit(s) executed with the City Clerk. An Affidavit will be executed as transfer documentation and appropriate fees paid. The Affidavit shall be attached to the original Right of Interment Certificate (f/k/a Cemetery Deed) in order to assure the right of interment is on record. The City shall have the right to refuse consent to a transfer or assignment if there is any indebtedness on a burial space due to the City.

Section 30-6. Rules and Regulations.

1. The cemetery gates will be open from dawn to dusk, unless otherwise posted. The City Clerk's Office, located at City Hall, 120 E. Main Street, Apopka, will be open from 8:00 a.m. until 5:00 p.m., Monday through Friday, excluding official City holidays.
2. The City is not liable for the identity of the remains brought for interment, nor for the embalming of the body.
3. A map or plat of the survey of the cemeteries which shall set forth each burial space shall be maintained in the City Clerk's Office.
4. The cemetery personnel shall be responsible reporting violations of ordinances, rules, regulations, policies, and procedures pertaining thereto. The cemetery personnel shall also supervise all workers within the boundaries of the cemetery grounds.

5. The City Clerk shall be responsible for the cemetery records, issuing Right of Interment Certificates, transfers, permits for interment and/or disinterment, grave marker permits, collecting fees, and executing applicable cemetery documents.
6. Entrance into the cemetery shall be by Highland Avenue and Fayette Street only, or as determined by the City.
7. The cemetery personnel shall be contacted by the City Clerk's Office to assist burial space owners and visitors from 8:00 a.m. until 3:30 p.m., except Saturday, Sunday, and City holidays. If deemed necessary by the cemetery personnel, staffing may be adjusted to meet certain needs for weekend and/or holiday requests.
8. Any person found on the cemetery grounds after dark will be considered trespassing and is subject to law enforcement action.
9. All persons are prohibited from gathering flowers, either wild or cultivated, or breaking trees, shrubs or plants on the cemetery grounds.
10. No person shall be permitted to sit on monuments within the cemetery.
11. Loud talking shall not be permitted upon the cemetery grounds. The use of profane language is forbidden.
12. Rubbish is to be removed from the cemetery, or disposed of properly in waste containers provided by the City.
13. Automobiles shall not be driven through the cemetery at a speed greater than five (5) miles per hour. No person shall park any automobile or any vehicle so as to obstruct cemetery driveways, and no person shall drive or park vehicles on burial spaces, except for burial equipment or grounds maintenance equipment. Motorists damaging any cemetery property shall be responsible for all costs incurred in restoring damaged property to its original condition.
14. The City reserves the right of ingress and egress on and over any space(s) not occupied or previously purchased. All plats recorded subsequent to the adoption of this ordinance shall document any said ingress and egress.
15. The sounding of horns, sirens, or other automobile signals within the cemetery is prohibited except in an emergency.
16. The playing of loud music from any amplifying device is prohibited, unless approved by the Cemetery Personnel as a part of the burial ceremony.
17. Heavy hauling trucks or commercial vehicles of any kind are not permitted within the cemetery grounds, except those on business in connection with cemetery work, and only by permission of the Cemetery Personnel.

18. Peddling of flowers, plants, or soliciting the sale of any commodity is absolutely prohibited within the confines of the cemetery.
19. No signs or notices of advertisements of any kind shall be permitted within the cemetery.
20. Pets shall not be allowed on the cemetery grounds except in the case of a companion animal to assist a challenged visitor.
21. Funeral Directors, vault companies and monument companies will be held responsible for the actions of their drivers and other employees within the cemetery.
22. The City Clerk and the cemetery personnel, or their designee, are hereby expressly empowered to enforce these rules and regulations, and to expel from the cemetery grounds any person violating the same including employees of outside agencies, burial space owners, and visitors.
23. Employees within the cemetery shall conduct themselves with decorum at all times and with strict accordance with these rules and regulations, this applies to outside workers, stone masons, florists, etc., as well as to those persons directly employed by the City.
24. No ground sweeping instruments (i.e., metal detectors) shall be allowed in the cemetery.
25. No person may consume alcoholic beverages within the cemetery or carry such onto the premises.
26. All orders, inquiries, and complaints by property owners or visitors shall be reported to the City Clerk.
27. There shall be no loitering on the cemetery grounds.

Section 30-7. Funerals – Interment - Disinterment.

1. Interment and Disinterment are not permitted in the cemetery on any of the following holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and the day following Thanksgiving, Christmas Eve, Christmas Day, or New Year's Eve, or any other days which hereafter may be designated by City Council, without the permission of the Mayor or his designee.
2. Funeral processions entering the cemetery shall be under the control of the Funeral Director with direction from the cemetery personnel. Funeral Directors shall be present and conduct the services as provided by FS. 497.372 and City Ordinances.
3. All burial spaces must be open to such a depth that upon closing there shall remain a minimum of eighteen (18) inches of soil above the vault to the average ground level.

4. The City will not be responsible for the opening or closing of any grave site. Opening and closing of grave sites shall be performed by a City approved vault company only. The opening of all burial spaces in the cemetery shall be approved and monitored by the City personnel.
5. Notice to the City Clerk's Office of weekend services is required no later than Thursday prior to 3:30 p.m. to ensure availability of cemetery personnel for the space openings.
6. Notice to the City Clerk's Office is required no later than 3:00 p.m., Friday, for Monday services. However, if special circumstances (i.e., a late Friday death) prevent such notification and a Monday service is desired, the following applies:
 - a. The service must be scheduled for no earlier than 2:00 p.m. on Monday.
 - b. The City Clerk must be notified of the request for the afternoon service no later than 9:00 a.m. on Monday, and must confirm that all requirements are met for the burial.
7. A Burial Permit must be completed at least 24 hours prior to burial. Such permit is issued by the City Clerk's Office. No interments shall be made until the Burial Permit is signed by the Funeral Director or Family Representative, and the appropriate fees paid. Cemetery personnel are prohibited from marking spaces, except in compliance with this rule.
8. When designating the location of the interment, the owners or representatives should confer with the City Clerk's Office and Cemetery personnel to designate the location of the burial space. The City shall not be responsible for errors in the location of burial spaces arising from improper instruction from burial space owners. (Orders from funeral directors shall be construed as orders from owners.)
9. Sealed concrete vaults with a domed or step up top are required for all standard burials. Cremated remains are to be buried in a sealed permanent container of non-biodegradable material. Concrete liners are not permitted.

EXCEPTIONS:

- (a) Those persons having pre-need contracts with a licensed funeral home prior March 3, 1999. The pre-need contract must be presented to the City Clerk's Office at the time the burial permit is obtained.
 - (b) Cremated remains being scattered in a City designated Scatter Garden.
10. When two (2) or more funerals arrive at the cemetery at the same time, the funeral in advance shall have precedence in entering the cemetery.
 11. The funeral directors are responsible for insuring that the burial spaces are opened and closed, the surplus soil is removed, as necessary, to designated areas following the closing of the burial space. Any costs incurred for these functions are the sole

responsibility of the funeral director or designee. The City will not bear any of these costs.

12. A Licensed Funeral Director is required to be present for any cremains burial.
13. The cemetery workers shall suspend their labors within the immediate vicinity of a funeral until the conclusion of all services.
14. When a burial space is held jointly, a permit for interment may be granted to either owner or heirs if applicable. Any owner, or joint owner, of a burial space has the right to grant right of interment by means of a sworn affidavit.
15. Each regular burial space may be used for the following:
 - a. One adult interment and one cremated remains, or
 - b. Two cremated remains, or
 - c. One adult interment and one infant, age one year old or under.
16. One cremated remains burial shall be allowed in a cremation space, except two cremation burials shall be allowed in a single cremation space, in the event a marker containing niches for the two cremated remains is pre-installed. A burial permit is required for placement of each cremated remains.
17. The City reserves the right to require at least ten (10) day notice prior to disinterment. No disinterment will be made on any Saturday, Sunday, or legal holiday, or on the day upon which a holiday is legally observed by the City. All disinterments shall be performed at the convenience of the cemetery personnel.
18. No disinterment will be made without a Court Order of a Court of competent jurisdiction, or written permission from a person having authority to permit same. No disinterment can be made for autopsy purposes without a Court Order. All disinterments must be monitored by cemetery and law enforcement personnel.
19. The City shall not be liable for damages for any delay in the interment of a body where a protest, just or unjust, to the interment has been made, or where the regulations have not been complied with, or where a burial space has not been fully paid, or where the burial permit has not been authorized. The City reserves the right, under such circumstances, to refuse to accept the body for interment.
20. The cemetery personnel, or persons in charge of any premises in which interments are made, shall not permit any burials until a burial permit has been issued by the City Clerk.

Section 30-8. Monuments - Markers - Memorials.

1. A permit must be obtained for any work performed in the cemetery (except maintenance performed by City Personnel in the course of their official duties).

2. Maximum Marker Sizes:

DESCRIPTION	LOT DIMENSIONS	MAXIMUM MARKER SIZE
Single Marker	3.5' x 10'	40" or 3'4"
Double Marker	7' x 10"	82" or 6'10"
Babyland	2' x 3.5'	22" or 1'10"
Children	30" x 6'	28" or 2'4"
Toddlerland	2.5' x 7'	28" or 2'4"
Cremaains (flat only)	3.5' x 2.5'	40" x 28" or 3'4" x 2'4"

Minimum marker size shall be a 12" x 24" bronze plaque with a concrete or granite base, unless being placed by the City under the rules for the marker deposit.

3. All coping and ledgers must be of polished granite or marble and installed even with the ground. Ledgers shall be a minimum of four (4") inches in thickness and a maximum size of 7'.0" x 3'.0".Coping is not permitted in designated "cremation" sections, Babyland, Toddlerland, or other restricted areas of the cemetery.
4. The use of tiles, bricks, rocks, gravel, crushed rock, oyster shells, mulch, cinders or other material on any burial space in the cemetery is strictly forbidden. The cemetery personnel may remove said material without notice to the burial space owner.
5. Homemade markers, coping, or ledgers of any kind, including that associated with countertop granite or yard decoration is prohibited.
6. Persons erecting monuments, other structures, or work of any kind, will not be permitted to scatter material or rubbish over adjoining lots. They shall be required to set their work or complete their labors as soon as possible after entering the cemetery, under the instructions and direction of the cemetery personnel. All rubbish is to be removed at once and in the case of neglect, such removal will be made by the City at the expense of the burial space owner/heir or contractor.
7. Private contractor firms will be held responsible for any damage done by them whatsoever in the cemetery, and shall at all times be subject to the control and direction of the cemetery personnel.
8. Private contractor firms and others are prohibited from placing their names on any signs with a view of advertising within the limits of the cemetery.
9. Any memorialization of a second interment in a double interment space must be by way of a single, flat marker at the foot of space, installed at grade level, if not memorialized on the monument at the head of the space.

10. Symbols, as of faith, hope and love, as well as religious symbols, and emblems of fraternal and military organizations contribute to the significance of a memorial. The addition of symbols, epitaphs and historical inscriptions added to monument, markers and memorials whenever possible are encouraged.
11. Only one monument, marker, or memorial will be allowed at the head of each burial space & one flat marker is permitted at the foot of the space.
12. Monuments shall be etched, grooved or embossed with the deceased name to create a durable record of the deceased. Memorials or inscriptions deemed to be offensive by the City shall be removed or corrected at the expense of the owner. Markers in restricted cemetery sections are limited to ground level markers only, and coping is not permitted in these sections. (i.e., Cremation Section and certain other specified sections reserved for regular burials.)
13. Burial spaces must be paid in full before the installation of monuments, markers, or memorials will be allowed.
14. The City will assume no responsibility for the correct location of the monument, marker, or memorial. Any changes ordered by the owners will be made at their expense.
15. Should any monument, marker, or memorial become damaged, or a menace to safety, the City may, at the expense of the burial space owner/heir, repair, improve or remove it, after an attempt to contact the burial space owner/heir has been made.
16. Private contractors shall set monuments in conformity with cemetery requirements and in accordance with the trade standards of proper methods of handling and setting. A Grave Marker Permit must be completed at least 24 hours prior to monument installation. Such permit is issued by the City Clerk's Office. All monument installation policies must be adhered to by the private contractor installing the monument.
17. No curbing, hedging, grave mounds, boarders, enclosures, mausoleums, walks of any kind shall be allowed to be built or placed on any burial space in the cemetery. The City reserves the right to remove or add the same without recourse.
18. The bottom of every stone should be dressed to an even level bed so that it will stand plumb, resting firmly and level on a foundation. All joints shall be sealed against moisture and with non-staining material.
19. No permanent monuments, markers, memorial will be permitted in the cemetery when made of wood, iron, Plaster of Paris, cement, limestone, soapstone, artificial stone, slate, metal composition, or PVC piping. All monuments shall be constructed of granite, standard bronze, marble, or like material and set upon a base.
20. The provisions of this article shall not be construed to be retroactive, and any existing monuments, markers, or memorial which conforms to the regulations in effect when such

monuments, markers, or memorials were installed, shall not be rendered illegal or in violation through the adoption of these regulations. If any nonconforming or "grandfathered" monuments, markers, or memorials are replaced, for any reason, the nonconforming or "grandfather" use shall be deemed abandoned and shall not thereafter be permitted to continue.

Section 30-9. Decoration of Lots.

1. Artificial or fresh cut flowers may be placed in a metal or plastic vase at the top/head of the space at any time. However, they will be discarded when wilted, faded, broken, or anything of a similar nature.
2. Sprays, wreaths and baskets made from fresh cut flowers will be allowed up to two weeks, or when they no longer conform to the decorum of the cemetery, or become a safety hazard.
3. Items placed on cemetery spaces in celebration of a holiday must be removed within ten (10) days following the holiday, with the exception of Christmas which items must be removed within thirty (30) days following the holiday.
4. Fences around burial spaces are strictly prohibited. Fences installed will be removed by the City and may not be replaced.
5. The planting of any kind of trees, vines or shrubs is strictly prohibited without approval of the cemetery personnel.
6. Sod may be installed at grade level only.
7. Burial space owners/heirs are responsible for the appearance of their burial space; however, the City reserves the right to regulate the method of decorating burial spaces and reserves the right, without notice, to prohibit, or remove benches, chairs, settees, hanging plant hooks, vases, artificial flowers, ceramic figurines, picture frames containing glass, grave corners, toys, or any articles that do not conform to the decorum or rules and regulations of the cemetery, or becomes a safety hazard.
8. The City shall not be held liable for lost, misplaced or broken vases, any other decorations, or damage by the elements, thieves, vandals, or by causes beyond its control.
9. Any furnishings or structures that are deemed unsafe by the cemetery personnel shall be removed after prior notice is given or attempted to be given to the burial space owner/heir.
10. The cemetery personnel shall have the authority to order the pruning, transplanting or removal of trees, shrubs, vines, plants or anything growing upon a burial space when they may consider such action in the best interest in the cemetery.

Section 30-10. Restricted Areas.

The City may designate a Right of Interment Restricted Section of the cemetery, and the following shall apply to those sections:

1. Flat markers only are permitted in a Right of Interment restricted section of the cemetery. A vase is permissible within the perimeter of the monument as an invertible vase only. No structures, benches, fences, or mounds permitted. Full grave slabs which cover any portion of the spaces except for the monument headstone are prohibited in this section. No planting except in designated areas by permission of the Cemetery personnel. Memorials, or headstone, located on the west end of the site, must be in accordance with the general layout of the cemetery.
2. Only one bouquet of flowers may be placed on each burial space, providing they are placed in an approved ground level vase or in a vase that is part of the memorial. Any extra items placed on holidays or other special occasions will be removed in ten (10) days.
3. The marking of each burial space, is restricted and limited to a flat monument, set flush with the turf, and of such dimensions, materials, design, finish and construction as designated by this code.
4. For the safety and maintenance of the cemetery, any item consisting of glass, brick, wood, metal (except temporary metal markers), and any toys, souvenirs, yard decoration, or other items set out in this Chapter as being prohibited, are prohibited from being placed upon any burial space in restricted sections of the cemetery.

Section 30-11. Liability.

The City shall take reasonable precaution to protect the property rights of owners within the cemetery from loss or damage, but shall not be liable and distinctly disclaims all responsibility for loss or damage to plants, markers, monuments, corner markers, vases, or other property or rights of burial space owners arising from causes beyond its reasonable control. This includes damage caused by the elements, an act of God, vandals, strikers, malicious mischief, explosions, unavoidable accidents, insurrections, riots or order of any military or civil authority, whether the damage be direct or deliberate.

Any person, while on any portion of the cemetery grounds other than the roads, drives, or walks, are hereby declared trespassers and shall in no way hold the City liable for any injury sustained.

Section 30-12. Penalty.

Any person, firm or corporation violating the provisions of this Ordinance shall be punished as provided for by the applicable section(s) of the Apopka City Code, and General Law.

SECTION II. That if any section or portion of 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 III. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION IV. This ordinance shall take effect immediately upon its final passage and adoption.

FIRST READING: _____

SECOND READING
AND ADOPTION: _____

ATTEST:

Joseph E. Kilsheimer, Mayor

Linda F. Goff, City Clerk

DULY ADVERTISED FOR PUBLIC HEARING: _____

Backup material for agenda item:

1. SUBDIVISION REPLAT
COOPER PALMS COMMERCE PARK REPLAT LOTS 7 & 9
Property Industrial Enterprises, Inc., c/o Michael Cooper,
located south of 1st Street, north of 3rd Street, east of
South Bradshaw Road, and west of S. Hawthorne Avenue

David Moon



CITY OF APOPKA CITY COUNCIL

PUBLIC HEARING
 SPECIAL REPORTS
 PLAT APPROVAL
 OTHER: Replat

MEETING OF: October 21, 2015
FROM: Community Development
EXHIBITS: Vicinity Map
Replat

PROJECT: COOPER PALMS COMMERCE PARK REPLAT LOTS 7 & 9

Request: APPROVE THE COOPER PALMS COMMERCE PARK REPLAT OF LOTS 7 & 9.

SUMMARY:

OWNER/APPLICANT: Property Industrial Enterprises, Inc., c/o Michael Cooper

SURVEYOR: Nieto-Whittaker Surveying, LLC, c/o Ralph A. Nieto, P.S.M

LOCATION: South of 1st Street, east of South Bradshaw Road, and west of S. Hawthorne Avenue.

LAND USE: Industrial

ZONING: PUD (I-1)

EXISTING USE: Platted subdivision for industrial, commercial and office uses

PROPOSED USE: Replat of a portion of the Cooper Palms Commerce Park affecting Lots 7, 9, 10, 11, 26 and Tracts A & B.

OVERLAY ZONING: None

TRACT SIZE: 4.95 +/- Acres

DISTRIBUTION

Mayor Kilshiemer	Finance Director	Public Ser. Director
Commissioners (4)	HR Director	City Clerk
City Administrator Irby	IT Director	Fire Chief
Community Dev. Director	Police Chief	

ADDITIONAL COMMENTS:

Owners of lots within the Cooper Palms Commerce Park Plat request approval of a modification to the existing plat to address changes to their development plans for the property. The change is necessary to accommodate a business that desires to locate\expand within the City of Apopka. Changes to the plat are not substantial and involve the shifting of lot lines to accommodate proposed development of lots 7, 9,10, 11, 26 and portions of tracts A & B. All property owners affected by the modification are applicants of the replat application. Development of all lots appearing within the Cooper Palms Commerce Park Replat 7 & 9 are subject to zoning and development standards set forth in the assigned PUD zoning (Ordinance No. 2346).

At the time of the Planning Commission review of this application, scrivener’s errors appear within the replat sheets. Prior to the City signing the replat for recording, the applicant must revise the Re-Plat sheets to address errors identified by the Development Review Committee.

PUBLIC HEARING SCHEDULE:

Planning Commission – October 13, 2015, 5:01 p.m.
City Council – October 21, 2015, 7:00 p.m.

RECOMMENDED ACTION:

The **Development Review Committee** recommends approval of the Cooper Palms Commerce Park Replat of Lots 7 and 9, subject to the findings of this staff report.

The **Planning Commission**, at its meeting on October 13, 2015, recommended approval (5-0) of the Cooper Palms Commerce Park Replat of Lots 7 and 9, subject to the findings of this staff report.

Approve the Cooper Palms Commerce Park Replat of Lots 7 and 9, subject to the findings of this 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.

Application: Cooper Palms Replat Lot 7 & 9
Owner/Applicant: Property Industrial Enterprises, Inc., c/o Michael Cooper
Surveyor: Nieto-Whittaker Surveying, LLC, c/o Ralph A. Nieto, P.S.M
Parcel ID No's: 09-21-28-1675-01-070, 09-21-28-1675-01-090, 09-21-28-1675-00-100
09-21-28-1675-00-002, 09-21-28-1675-00-110 & 09-21-28-0868-01-260
Project Site: Lots 7,9,10, 11, 26, Tracts A & B
Total Acres: 4.95 +/-



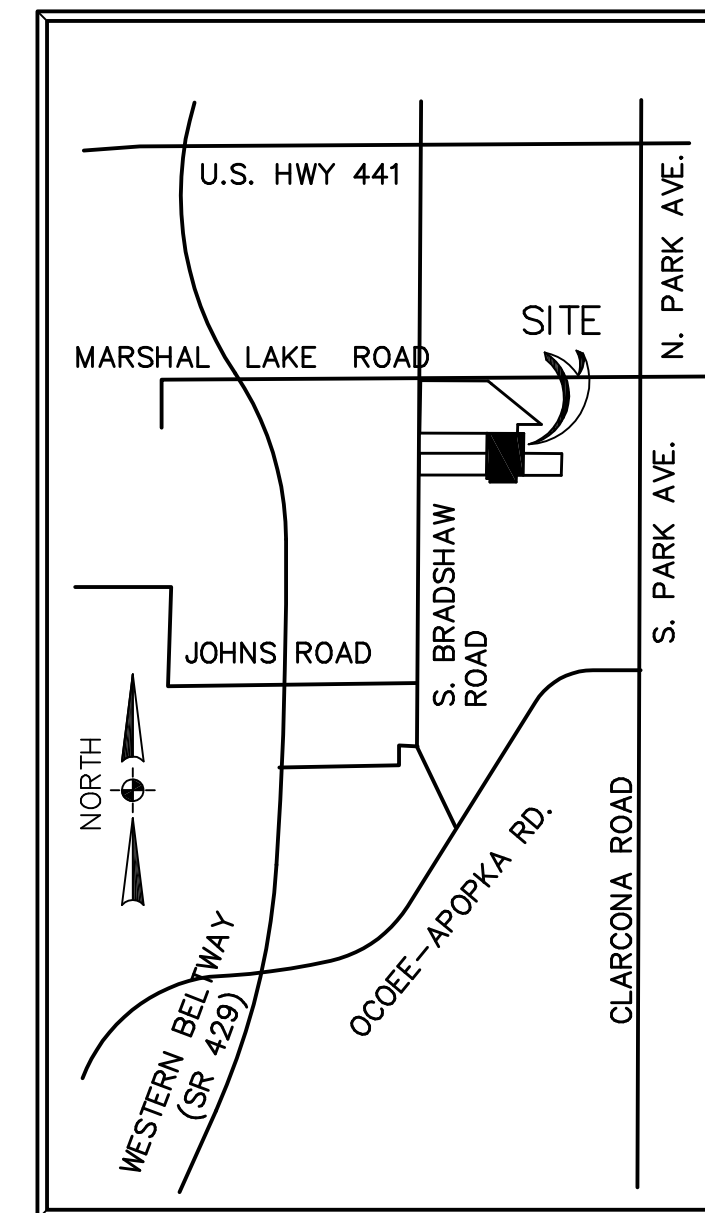
VICINITY MAP



COOPER PALMS LOTS 7 & 9

A REPLAT OF LOTS 9 & 10 & A PORTION OF LOTS 7 & 11 AND TRACTS A & B
 COOPER COMMERCE CENTER AS RECORDED IN PLAT BOOK 80, PAGES 110 AND 111
 AND A REPLAT OF A PORTION OF LOT 26 BLOCK "A"
 BRADSHAW AND THOMPSON'S ADDITION TO APOPKA CITY, PLAT BOOK "B", PAGE 25
 LYING IN SECTION 9, TOWNSHIP 21 SOUTH, RANGE 28 EAST,
 CITY OF APOPKA, ORANGE COUNTY, FLORIDA

SHEET 1 OF 2



LOCATION MAP
NOT TO SCALE

DESCRIPTION:

Lots 9 & 10, a portion of Lots 7 & 11, a portion of Tract A (Cooper Palms Parkway) and a portion Tract B (Drainage Retention Area) Cooper Palms as recorded in Plat Book 80, pages 110 and 111 of the Public Records of Orange County, Florida and a portion of Lot 26 Block A Bradshaw and Thompson's Addition to Apopka City as recorded in Plat Book B page 25 of the Public Records of Orange County, Florida being more particularly described as follow:

Begin at the Northwest corner of Lot 7 Cooper Palms as recorded in Plat Book 80, pages 110 and 111 of the Public Records of Orange County, Florida; thence run S 89°48'31" E along the South line of Tract A (Cooper Palms Parkway) for a distance of 506.79 feet; thence run S 00°11'29" W for a distance of 385.86 feet to the North right of way line of W. 3rd Street (60' right of way) thence run N 89°48'31" W along said North right of way line for a distance of 58.17 feet; thence leaving said North right of way run S 01°01'56" W for a distance of 60.01 feet to the South right of way line of said W. 3rd Street; said South right of way line also being the South line of lands vacated per Official Records Book 1636, page 176 of the Public Records of Orange County, Florida; thence run N 89°48'31" W along said South line and along the vacated South right of way line of W. 3rd Street for a distance of 228.27 feet; thence run N 00°57'20" E along the West line of said lands vacated in Official Records Book 1636 page 176 for a distance of 30.01 feet to the South line of Lot 10 of Cooper Palms as recorded in Plat Book 80, pages 110 and 111 of the Public Records of Orange County, Florida, said line also being Easterly extension of the South line of Tract B of aforesaid Cooper Palms; thence run N 89°48'31" W along said South line and the Easterly extension thereof for a distance of 219.87 feet; thence leaving said South line run N 00°11'29" E for a distance of 415.86 feet to the Point of Beginning.

Containing 4.955 acres more or less.

GENERAL NOTES;

- BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF TRACT A COOPER PALMS PARKWAY AS BEING S 89° 48'31" E, AN ASSUMED DATUM.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES; THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. -FS177.091(28)
- ALL DRAINAGE EASEMENTS RESERVED OR NOTED ON THIS PLAT ARE PRIVATE UNLESS NOTED OTHERWISE.
- TRACT B (OPEN SPACE) SHALL BE OWNED AND MAINTAINED BY THE COOPER PALMS PROPERTY OWNERS ASSOCIATION, INC.
- THE PROPERTY AS DEPICTED HEREON IS HEREBY SUBJECT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS, AS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AT OFFICIAL RECORDS BOOK 10675, PAGE 0355,
- NO STRUCTURE, EITHER TEMPORARY OR PERMANENT, EXCEPT AS PROVIDED BY THE DECLARATION SHALL BE ERRECTED OR CAUSED TO BE PLACED ON ANY PART OF THE COMMON AREA AS SHOWN HEREON.
- THE POTABLE WATER, SEWER, RECLAIMED WATER, STORMWATER AND ROADWAY ARE TO BE OWNED, OPERATED AND MAINTAINED BY THE COOPER PALMS PROPERTY OWNERS ASSOCIATION, INC.
- DEVELOPMENT RIGHTS OF THE JURISDICTIONAL WETLAND AREAS SHALL BE DEDICATED TO THE CITY OF APOPKA WITH OWNERSHIP AND MAINTENANCE THE PROPERTY OWNER ASSOCIATION.
- VEHICULAR ACCESS RIGHTS FROM LOT 10 TO W. 3rd STREET ARE HEREBY DEDICATED TO THE CITY OF APOPKA.
- LANDSCAPE EASEMENTS ARE DEDICATED TO THE COOPER PALMS PROPERTY OWNERS ASSOCIATION.

ABBREVIATIONS

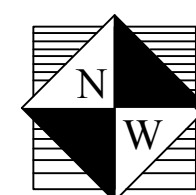
- (C) = CALCULATED
- CM = CONCRETE MONUMENT
- CLF = CHAIN LINK FENCE
- CONC = CONCRETE
- C = CENTERLINE
- (D) = DEED
- EP = EDGE OF PAVEMENT
- ELEV = ELEVATION
- FND = FOUND
- IR = IRON ROD
- IP = IRON PIPE
- LB = LICENSED BUSINESS
- (M) = MEASURED
- NO ID = NO IDENTIFICATION
- ORB = OFFICIAL RECORD BOOK
- (P) = PLAT
- PB = PLAT BOOK
- PC = POINT OF CURVATURE
- PI = POINT OF INTERSECTION
- PG = PAGE
- PCP = PERMANENT CONTROL POINT
- POL = POINT ON LINE
- PRM = PERMANENT REFERENCE MONUMENT
- PRC = POINT OF REVERSE CURVATURE
- PT = POINT OF TANGENCY
- RP = RADIUS POINT
- R/W = RIGHT-OF-WAY
- REC = RECOVERED

SYMBOLS

SYMBOLS SHOWN ARE NOT TO SCALE

- FOUND IRON ROD AND CAP (NUMBER AS INDICATED)
- FOUND 4"x4" CONCRETE MONUMENT (STAMPED LB#7744 UNLESS NOTED OTHERWISE)
- SET 4"x4" CONCRETE MONUMENT (LB#7744)
- SET NAIL AND DISK STAMPED "LB 7744"
- ↷ CHANGE IN DIRECTION OR LOT CORNER INDICATED BY "TICK" MARK
- SECTION 9-21-28 = SECTION 9, TOWNSHIP 21 SOUTH, RANGE 28 EAST

"NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN ON CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY."



Nieto-Whittaker Surveying LLC
 562 W. Springtree Way, Lake Mary, FL 32746
 PH: (407) 484-0103 FAX: (407) 302-6776
 LB No. 7744

PLAT BOOK PAGE

COOPER PALMS LOTS 7 & 9

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the corporation named below, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below and its corporate seal to be fixed hereto on.....

PROPERTY INDUSTRIAL ENTERPRISES LLC.
 517 COOPER OAKS COURT
 APOPKA, FL. 32703

By.....
 MICHAEL R. COOPER, Managing Member

Signed and sealed in the presence of:

PRINTED NAME: PRINTED NAME:

STATE OF.....FLORIDA.....COUNTY OF.....ORANGE.....

THIS IS TO CERTIFY, That on..... before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared MICHAEL R. COOPER, MANAGING MEMBER.....of the above named corporation incorporated under the laws of the State of.....FLORIDA....., to me known to be the individuals and officers described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; and that the said Dedication is the act and deed of said coporation.

IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date.

NOTARY PUBLIC
 PRINTED NAME:
 My Commission Expires.....

QUALIFICATION AND STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and Registered Land Surveyor, does hereby certify that on AUGUST 21, 2015, he completed the survey of the said lands shown in the foregoing plat and said survey was made under his responsible direction and that permanent reference monuments have been placed as required by Chapter 177, Florida Statutes; and that said land is located in the City of Apopka, Florida.

Signed: _____ Date _____
 Printed Name: Ralph A. Nieto
 PSM #6025
 Nieto-Whittaker Surveying, LLC
 562 W. Springtree Way, Lake Mary, FL 32746
 Licensed Business #7744

CERTIFICATE OF REVIEWING SURVEYOR

Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for conformity to Chapter 177 of the Florida Statutes and that said plat complies with the technical requirements of that chapter; provided however, that my review does not include field verification of any of the coordinates, points or measurements shown on this plat.

Signed: _____ Date _____
 Printed Name: _____
 Registration No. _____

CERTIFICATE OF APPROVAL BY APOPKA PLANNING COMMISSION

THIS IS TO CERTIFY that on _____ the foregoing plat was approved by:

Signed: _____
 printed name: _____
 Chairman

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY that on _____ the foregoing plat was approved

Signed: _____ Attest: _____
 Mayor, City of Apopka City Clerk

CERTIFICATE OF APPROVAL BY CITY ENGINEER

THIS IS TO CERTIFY that on _____ the foregoing plat was examined and approved by:

City Engineer: JAY DAVOLL Date: _____

CERTIFICATE OF APPROVAL BY COUNTY COMPTROLLER

I HEREBY CERTIFY, That the foregoing plat was recorded in the Orange County Records on _____ as File no. _____ County Comptroller in and for Orange County, Florida

By.....D.C.

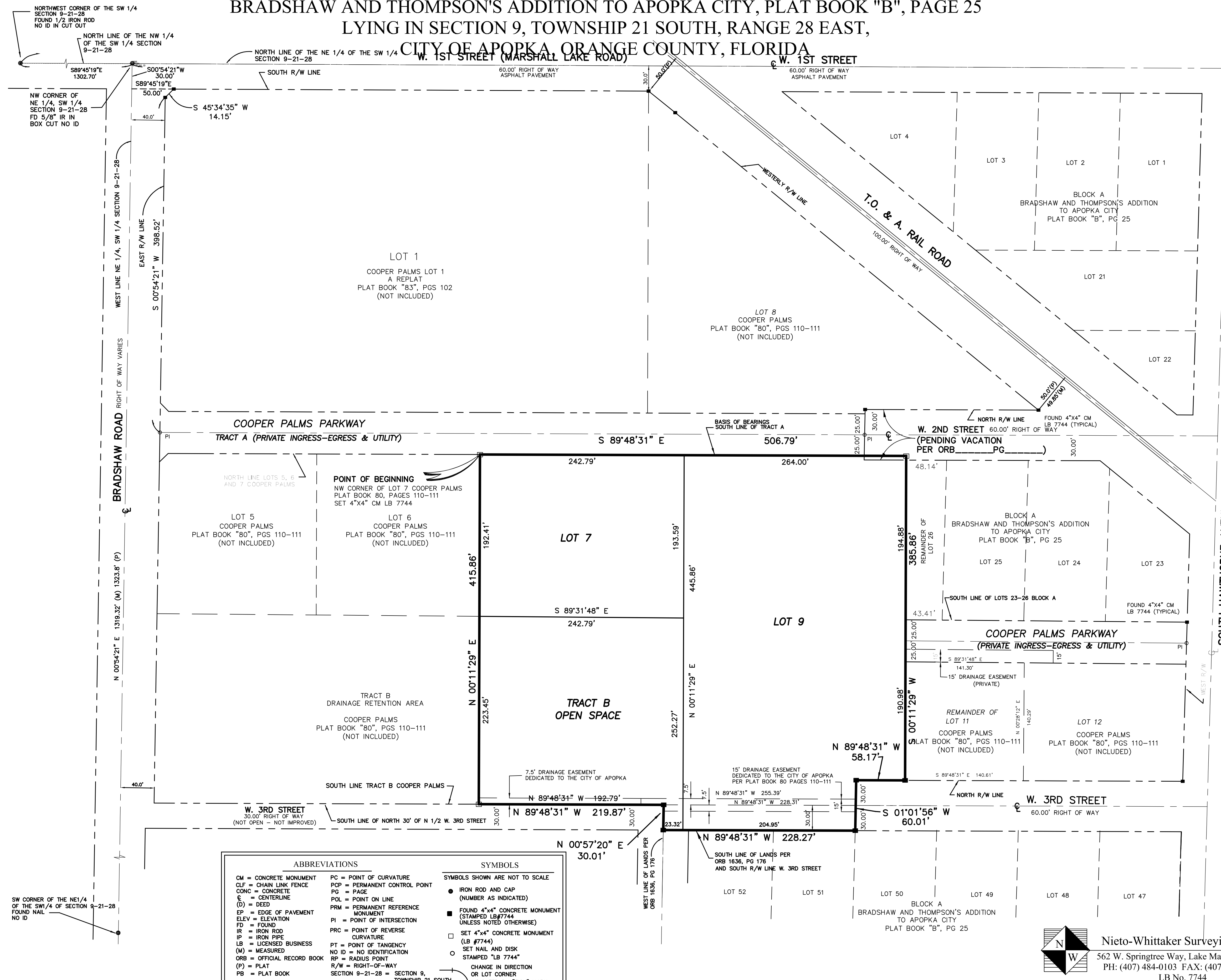
COOPER PALMS LOTS 7 & 9

SHEET 2 OF 2

PLAT BOOK

PAGE

A REPLAT OF LOTS 9 & 10 & A PORTION OF LOTS 7 & 11 AND TRACTS A & B
 COOPER COMMERCE CENTER AS RECORDED IN PLAT BOOK 80, PAGES 110 AND 111
 AND A REPLAT OF A PORTION OF LOT 26 BLOCK "A"
 BRADSHAW AND THOMPSON'S ADDITION TO APOPKA CITY, PLAT BOOK "B", PAGE 25
 LYING IN SECTION 9, TOWNSHIP 21 SOUTH, RANGE 28 EAST,
 CITY OF APOPKA, ORANGE COUNTY, FLORIDA



ABBREVIATIONS		SYMBOLS	
CM = CONCRETE MONUMENT	PC = POINT OF CURVATURE	SYMBOLS SHOWN ARE NOT TO SCALE	
CLF = CHAIN LINK FENCE	PCP = PERMANENT CONTROL POINT	● IRON ROD AND CAP	
COND = CONCRETE	PG = PAGE	(NUMBER AS INDICATED)	
CL = CENTERLINE	POL = POINT ON LINE	■ FOUND 4"x4" CONCRETE MONUMENT	
(D) = DEED	PRM = PERMANENT REFERENCE MONUMENT	(STAMPED LB#7744 UNLESS NOTED OTHERWISE)	
EP = EDGE OF PAVEMENT	PI = POINT OF INTERSECTION	□ SET 4"x4" CONCRETE MONUMENT	
ELEV = ELEVATION	PRC = POINT OF REVERSE CURVATURE	(LB #7744)	
FD = FOUND	PT = POINT OF TANGENCY	○ SET NAIL AND DISK	
IR = IRON ROD	NO ID = NO IDENTIFICATION	○ STAMPED "LB 7744"	
IP = IRON PIPE	ORB = OFFICIAL RECORD BOOK		
LB = LICENSED BUSINESS	R/W = RIGHT-OF-WAY		
(M) = MEASURED	SECTION 9-21-28 = SECTION 9, TOWNSHIP 21 SOUTH, RANGE 28 EAST		
PB = PLAT			
PB = PLAT BOOK			
		CHANGE IN DIRECTION OR LOT CORNER INDICATED BY "TICK" MARK	

Nieto-Whittaker Surveying LLC
 562 W. Springtree Way, Lake Mary, FL 32746
 PH: (407) 484-0103 FAX: (407) 302-6776
 LB No. 7744

Backup material for agenda item:

2. FINAL DEVELOPMENT PLAN (MINOR)
PLYMOUTH SOUTH POWER SUBSTATION
Duke Energy Florida, LLC, c/o Poulos & Bennett, LLC,
for property located at 620 Superior Commerce Boulevard.
(Parcel ID #: 06-21-28-8468-04-002)

David Moon



CITY OF APOPKA CITY COUNCIL

PUBLIC HEARING
 ANNEXATION
 PLAT APPROVAL
 OTHER:

MEETING OF: October 21, 2015
FROM: Community Development
EXHIBITS: Vicinity Map
Aerial Map
Site/Landscape Plans
Substation Site Photos

PROJECT: FINAL DEVELOPMENT PLAN (MINOR) - DUKE ENERGY FLORIDA, LLC - PLYMOUTH SOUTH POWER SUBSTATION

Request: APPROVAL OF THE DUKE ENERGY FLORIDA, LLC - PLYMOUTH SOUTH POWER SUBSTATION (MINOR) FINAL DEVELOPMENT PLAN; AND ISSUANCE OF THE FINAL DEVELOPMENT ORDER.

SUMMARY:

OWNER/APPLICANT: Duke Energy Florida, LLC, c/o Rob Cash
ENGINEER: Poulos & Bennett, LLC., c/o Ricardo A. Ortiz, P.E.
LOCATION: 620 Superior Commerce Boulevard
(South of West Orange Ave, East of S.R. 429 and West of Superior Commerce Boulevard)
PARCEL ID #: 06-21-28-8468-04-002
LAND USE: Industrial
ZONING: I-1
EXISTING USE: Vacant Land
PROPOSED USE: Power Substation
TRACT SIZE: 2.16 +/- acre (94,089 sq. ft.)
BUILDING SIZE: 1,051 sq. ft.

DISTRIBUTION

Mayor Kilsheimer	Finance Director	Public Ser. Director
Commissioners (4)	HR Director	City Clerk
City Administrator Irby	IT Director	Fire Chief
Community Dev. Director	Police Chief	

RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City)	Industrial	I-1	Industrial Facility
East (City)	Industrial	I-1	Industrial Facility
South (City)	Industrial	I-1	Retention Pond
West (City)	Industrial	I-1	S.R. 429

ADDITIONAL COMMENTS:

This proposed Power Substation is located in the heart of Apopka’s planned industrial center at S.R. 429/Wekiva Parkway. Proximity of an electrical substation to a customer’s site is an important consideration when industrial businesses are considering site selection for a new facility. Closer proximity to a power station results in fewer service interruptions caused breaks in electric lines. This new sub-station is needed to serve future new industrial and commercial uses near the S.R. 429 interchange with U.S. 441.

The Duke Energy Florida, LLC - Plymouth South Power Substation - (Minor) Final Development Plan proposes a High Density Substation with 4 feeders and 3 transmission lines. A preliminary development plan is not required for projects less than 10,000 square feet.

UTILITY/STORMWATER: The site will be serviced by an on-site irrigation well and on-site stormwater management system designed according to standards set forth in the Land Development Code.

BUFFER/TREE PROGRAM: The site has a standard ten (10) foot wide side-yard landscape buffer with a twenty-five (25) foot wide landscape buffer along Superior Commerce Boulevard. The applicant has provided a detailed landscape and irrigation plan for the property. The planting materials and irrigation system design are consistent with the water-efficient landscape standards set forth in Ordinance No. 2069. There is no tree bank mitigation fee payment required for this site.

PARKING AND ACCESS: A total of 3 parking spaces are provided for utility vehicles servicing the site; with access occurring from a driveway connecting to Superior Commerce Boulevard.

EXTERIOR ELEVATIONS: N/A

WAIVER REQUEST: The applicant is requesting a waiver from section 4.6 and 4.7 of the Development Design Guidelines; which does not allow chain link or barb wire in areas visible from the road and requires utility equipment to be totally screened from view of principal streets. Where fences are intended to screen areas from public view, they shall be constructed of brick, masonry, wrought iron, stone or other decorative materials.

Response: The applicant is proposing a 7’ high chain link fence with 3 strands of barb wire. The chain link fence is proposed for following safety reasons: 1) to allow visual sightlines into the facility in case of injury to personnel; and 2) to promote air circulation through the yard to reduce temperature inside the yard for personnel.

- Staff does not object to this waiver request.

PUBLIC HEARING SCHEDULE:

October 13, 2015 - Planning Commission (5:01 pm)

October 21, 2015 - City Council (8:00 pm)

RECOMMENDED ACTION:

The **Development Review Committee** recommends approval of the Duke Energy Florida, LLC – Plymouth South Power Substation Final Development Plan and does not object to the waiver request, subject to the findings of this staff report.

The **Planning Commission**, at its meeting on October 13, 2015, recommended approval (5-0) of the Duke Energy Florida, LLC – Plymouth South Power Substation Final Development Plan and the waiver request, subject to the findings of this staff report.

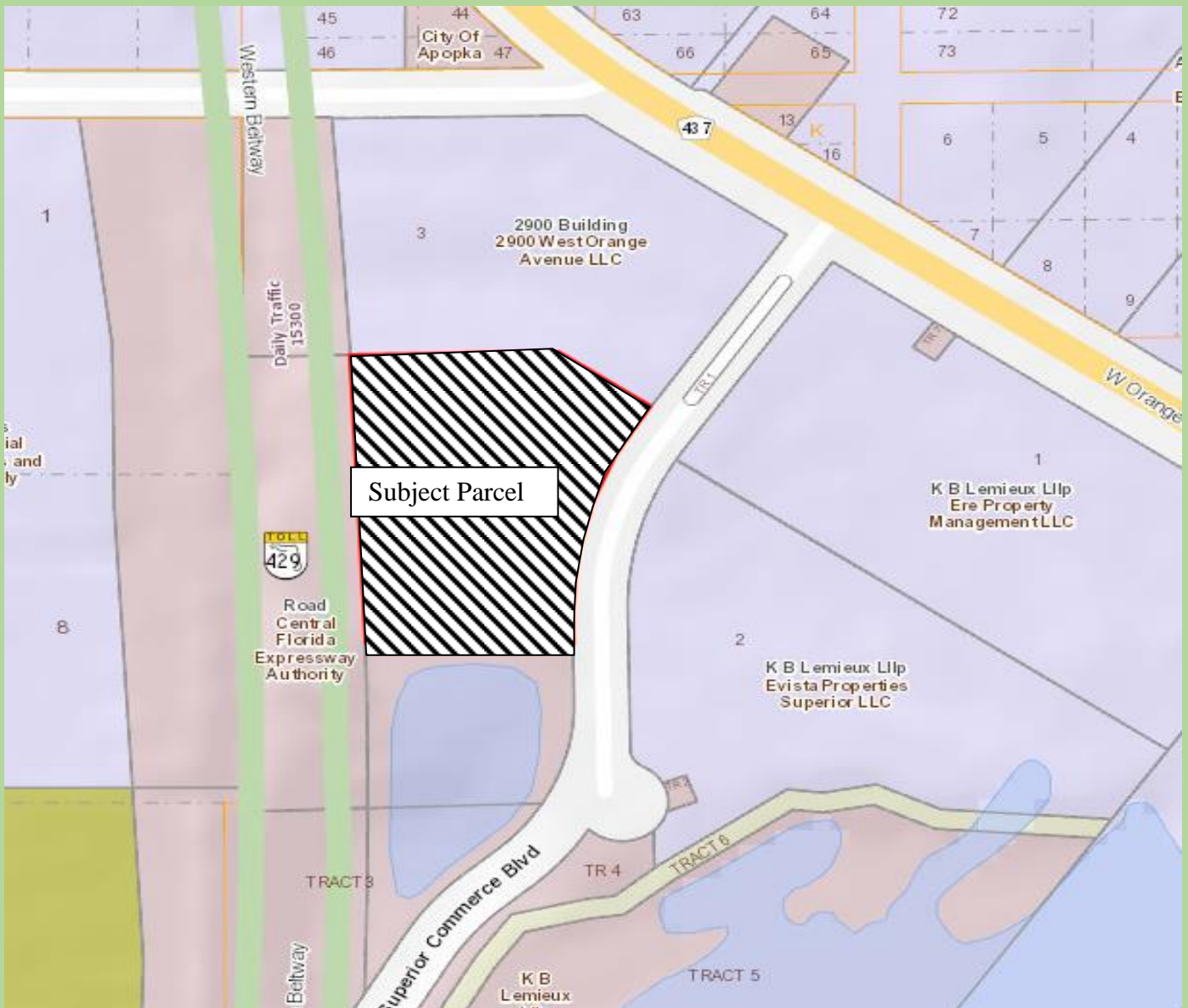
Approve the Duke Energy Florida, LLC – Plymouth South Power Substation Final Development Plan and the waiver request, subject to the findings of this staff report; and issuance of the Final Development Order.

Note: This item is considered quasi-judicial. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

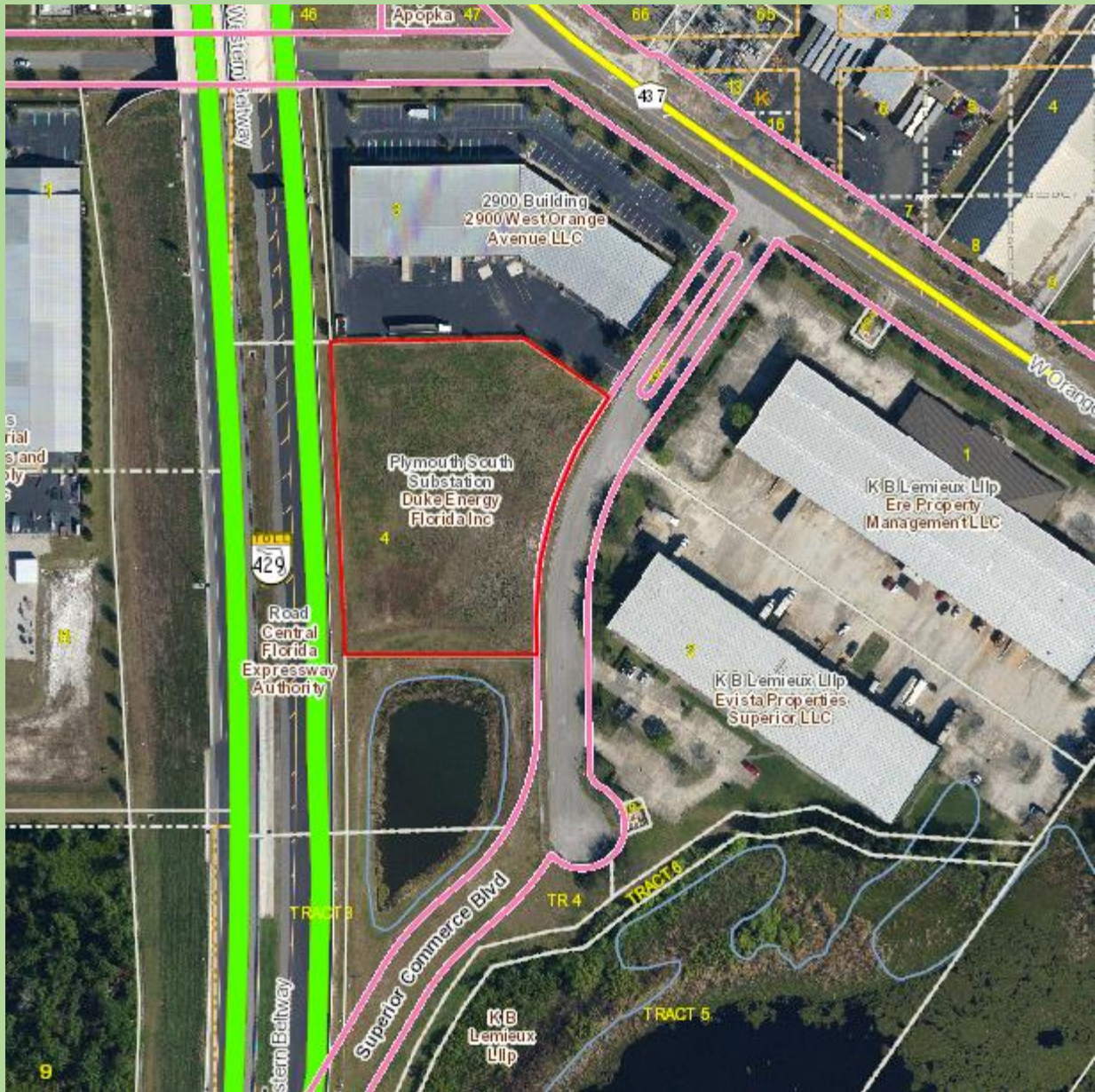
Application: (Minor) Final Development Plan
Owner: Duke Energy Florida, LLC
Engineer: Poulos & Bennett, LLC., c/o Ricardo A. Ortiz, P.E.
Parcel I.D. No: 06-21-28-8468-04-002
Location: 620 Superior Commerce Boulevard
Total Acres: 2.16 +/- Acres



VICINITY MAP



Aerial Map



MINOR FINAL DEVELOPMENT PLAN for DUKE ENERGY PLYMOUTH SOUTH POWER SUBSTATION

620 Superior Commerce Blvd, Apopka, Florida 32703
September 2015

Parcel Id. No.:
06-21-28-8468-04-002

Sheet Id.	Sheet Title	Subm./Rev.					
		1	2	3	4	5	6
S-525-SP	Site Plan						
S-525-D101	Clear, Grade & Fill						
S-525-D102	Paving, Grading & Drainage Plan						
S-525-D103	Typical Sections & Details						
S-525-D104	Inlet Details						
S-525-D105	Erosion Control & Stormwater Pollution Prevention Plan						

REFERENCE DRAWINGS

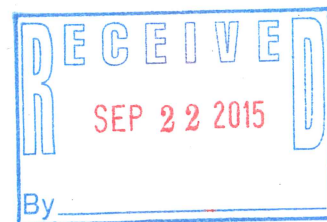
L-1	Landscape Layout		
L-2	Irrigation Layout		
ACAD-55221004C	Topographic Survey		

Date	Description
1 9/3/2015	Submit to City of Apopka
2 9/22/2015	Submit to City of Apopka

Applicant/Developer



Variance (V) / Waiver (W) Table				
Code #	Code Requirement	(V/W)	Request	Justification
City of Apopka Development Design Guidelines 4.6 & 4.7	Wall design must provide architectural diversity to avoid monotony and provide visual interest for passerby traffic and pedestrians. Walls shall be constructed of solid brick, stone, or other material that is durable and nearly maintenance free.	Waiver	To allow a 7 ft chain link fence with 3 strands barbed wire in lieu of a solid brick or stone wall.	<p>The wall/fence is not a code requirement by City of Apopka. It is a Duke Energy requirement for security purposes due to the nature of the facility. The chain link fence is proposed for the following safety reasons:</p> <ul style="list-style-type: none"> To allow visual sightlines into the facility in case of injury to personnel working within the yard. To promote air circulation through the yard to reduce temperatures inside the yard for personnel. <p>Additionally, due to the site's location at the end of a cul-de-sac within an industrial park, adjacent to the elevated SR 429 highway and adjacent to a stormwater pond, the need to "provide architectural diversity and visual interest for passerby traffic and pedestrians" is negated.</p>

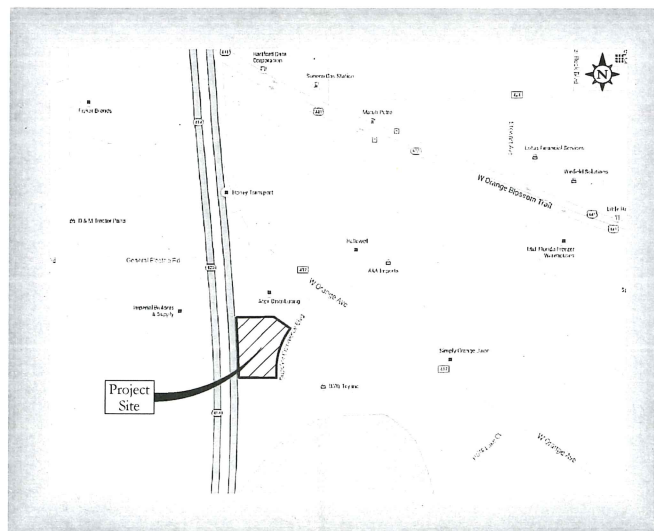


Civil Engineer:
Poulos & Bennett, LLC
4625 Halder Ln., Suite B
Orlando, FL 32814
Phone: 407.487.2594
Fax: 407.289.5280

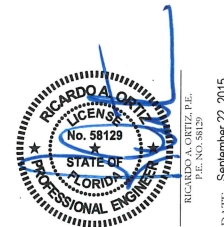
Surveyor:
Southeastern Surveying & Mapping Corp.
6500 All American Blvd
Orlando, FL 32810
Phone: 407.292.8580

Geotechnical Engineer:
Ardaman & Associates, Inc
8008 s. Orange Ave
Orlando, Florida 32809
Phone: 407.855.3860

Landscape Architect:
Schweizer Bojack Landscape Architecture, LLC
213 Wood Lake Dr.
Maitland, FL 32751
Phone: 407.376.1423



Vicinity Map
Scale: 1" = 500'

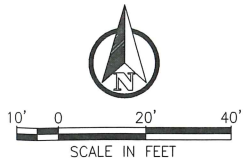
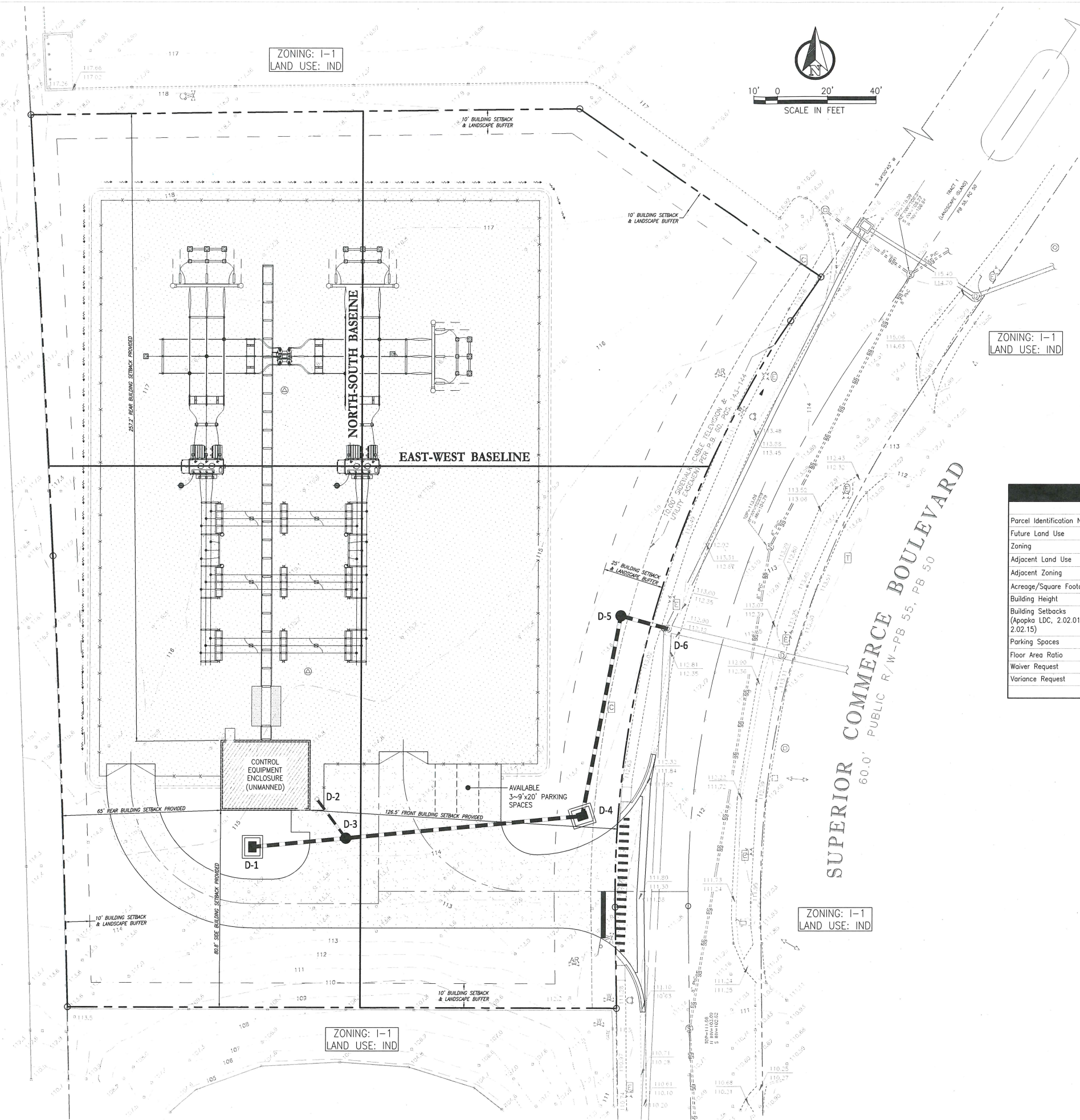


DATE: September 22, 2015

POULOS & BENNETT

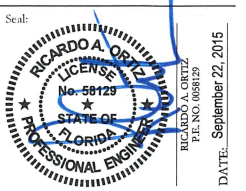
4625 Halder Lane, Suite B, Orlando, FL 32814
Tel. 407.487.2594 www.poulosandbennett.com
Eng. Bus. No. 28567
P&B Job No.: 15-077

STATE ROAD 429

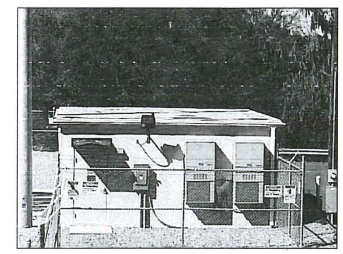
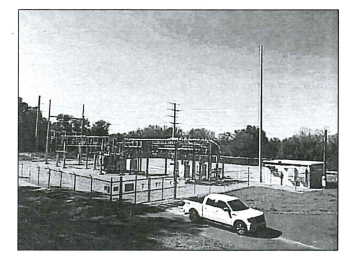


POULOS & BENNETT

Poulos & Bennett, LLC
 4625 Hilder Lane, Suite B, Orlando, FL 32814
 Tel. 407.487.2394 www.poulosandbennett.com
 Eng. Bus. No. 2856



DATE: September 22, 2015
 DATUM: NAVD 88

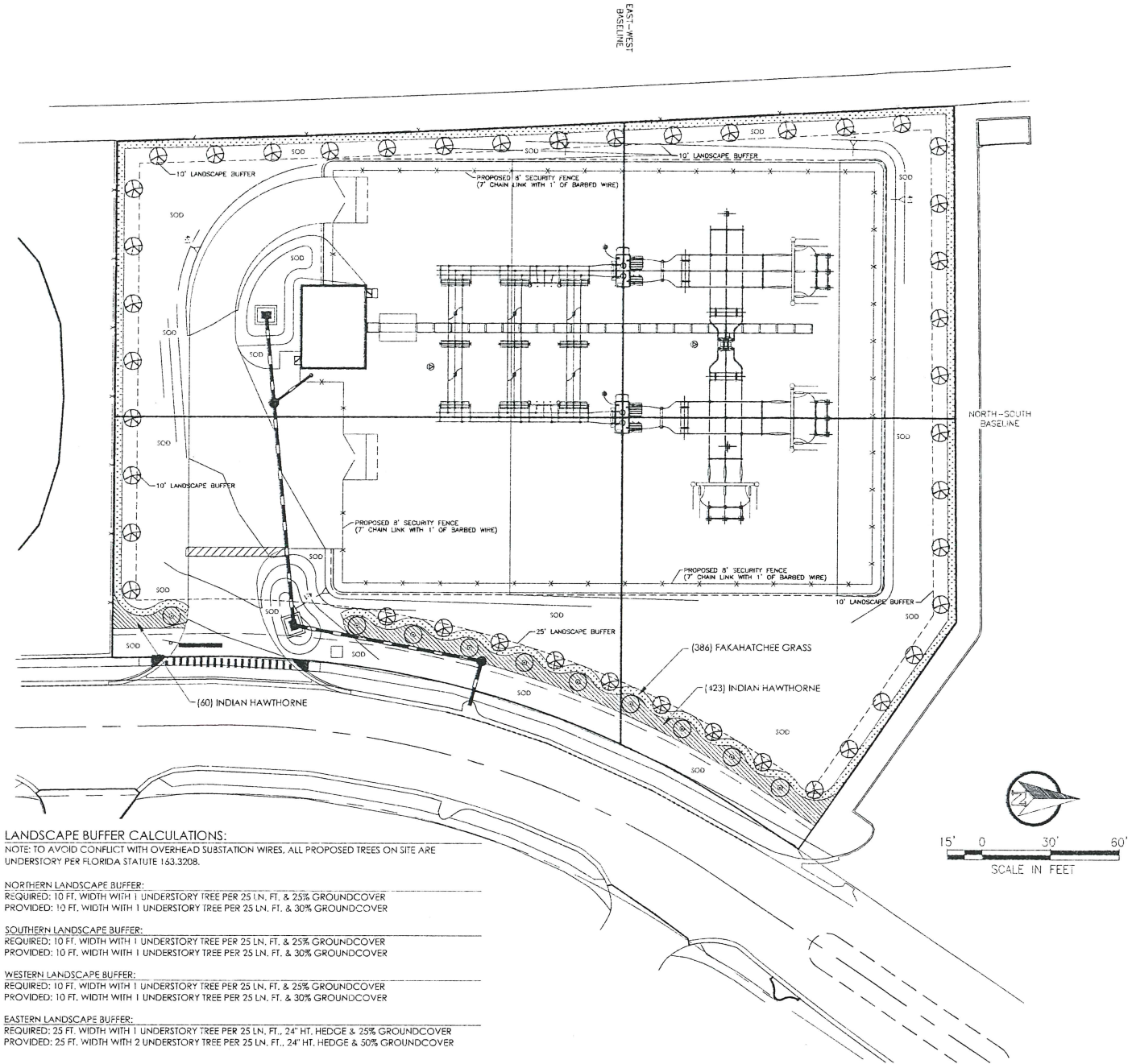


TYPICAL YARD WITH CONTROL EQUIPMENT ENCLOSURE

- Legend:**
- PROPOSED #57 GRANITE
 - PROPOSED CONTROL EQUIPMENT ENCLOSURE
 - PROPOSED CONCRETE DRIVEWAY
 - PROPERTY LINE
 - BUILDING SETBACK & LANDSCAPE BUFFER
 - PROPOSED SECURITY FENCE (7' CHAINLINK WITH 3 STRANDS OF BARBED WIRE)
 - PROPOSED 20' GATE
 - EXISTING CONTOUR
 - PROPOSED DRAINAGE CONVEYANCE PIPE

Site Data				
Parcel Identification No.	06-21-28-8468-04-002			
Future Land Use	IND (Industrial)			
Zoning	I-1 (Restricted Industrial)			
Adjacent Land Use	North: IND	East: IND	South: IND	West: N/A
Adjacent Zoning	North: I-1	East: I-1	South: I-1	West: N/A
Acreage/Square Footage (Per Survey)	2,164 ac	94,263.84 sf		
Building Height	Proposed: 12.0'	Maximum 35'		
Building Setbacks (Apopka LDC, 2.02.01 & 2.02.15)	Proposed: Front: 126.5', Side: 80.8' & 257.2', Rear: 65', Corner: N/A			
Parking Spaces	Proposed: 3	Required: 0		
Floor Area Ratio	Proposed: 1,051.11 sf	0.02 ac	56,558.30 sf Max	1.30 ac Max
Waiver Request	Yes:	X	No:	
Variance Request	Yes:		No:	X

NO.	DESCRIPTION	DRAWN	CHKD.	APPR.	DATE
DUKE ENERGY					
SUBSTATION ENGINEERING					
DATE	1"=20' SCALE				
YFS	RFC	SITE PLAN			
DRAWN	TECH				
RAO	RAO	PLYMOUTH SOUTH SUBSTATION			
CHECK	ENGR				
1 OF 1 SHEET	DWG.	S-525-SP			



LANDSCAPE BUFFER CALCULATIONS:
 NOTE: TO AVOID CONFLICT WITH OVERHEAD SUBSTATION WIRES, ALL PROPOSED TREES ON SITE ARE UNDERSTORY PER FLORIDA STATUTE 163.3208.

NORTHERN LANDSCAPE BUFFER:
 REQUIRED: 10 FT. WIDTH WITH 1 UNDERSTORY TREE PER 25 LN. FT. & 25% GROUND COVER
 PROVIDED: 10 FT. WIDTH WITH 1 UNDERSTORY TREE PER 25 LN. FT. & 30% GROUND COVER

SOUTHERN LANDSCAPE BUFFER:
 REQUIRED: 10 FT. WIDTH WITH 1 UNDERSTORY TREE PER 25 LN. FT. & 25% GROUND COVER
 PROVIDED: 10 FT. WIDTH WITH 1 UNDERSTORY TREE PER 25 LN. FT. & 30% GROUND COVER

WESTERN LANDSCAPE BUFFER:
 REQUIRED: 10 FT. WIDTH WITH 1 UNDERSTORY TREE PER 25 LN. FT. & 25% GROUND COVER
 PROVIDED: 10 FT. WIDTH WITH 1 UNDERSTORY TREE PER 25 LN. FT. & 30% GROUND COVER

EASTERN LANDSCAPE BUFFER:
 REQUIRED: 25 FT. WIDTH WITH 1 UNDERSTORY TREE PER 25 LN. FT., 24" HT. HEDGE & 25% GROUND COVER
 PROVIDED: 25 FT. WIDTH WITH 2 UNDERSTORY TREE PER 25 LN. FT., 24" HT. HEDGE & 50% GROUND COVER

PLANT MATERIALS LEGEND

SYMBOL	QNTY.	COMMON/BOTANICAL NAME	DESCRIPTION/SPECIFICATIONS
	10	LIGUSTRUM TREE LIGUSTRUM JAPONICUM	2 1/2" - 3" TOTAL DBH (MULTI-TRUNK), 8' MIN. HEIGHT x 4' MIN. CROWN DIAMETER 65 GALLON CONTAINER OR 36" B&B ROOT BALL
	43	YAUAPON HOLLY ILEX VOMITORIA	2 1/2" - 3" DBH, 8' MIN. HEIGHT x 2 1/2' MIN. CROWN DIAMETER 65 GALLON CONTAINER OR 36" B&B ROOT BALL
	386	FAKAHATCHEE GRASS TRIPSACUM DACTYLOIDES	24" MIN. HEIGHT AT INSTALLATION, 3 GALLON, 24" O.C.
	483	INDIAN HAWTHORNE RHAPHIOLEPIS INDICA 'ALBA'	FULL 3 GALLON, 24" O.C.
SOD	TBD	BAHIA SOD PASPALUM NOTATUM	SOLID SOD, FREE OF WEEDS REPAIR ALL DISTURBED AREAS
MULCH	TBD	PINE BARK MULCH	3" MIN. DEPTH, ALL PLANTING AREAS

SUBSTATION LANDSCAPE NOTE:

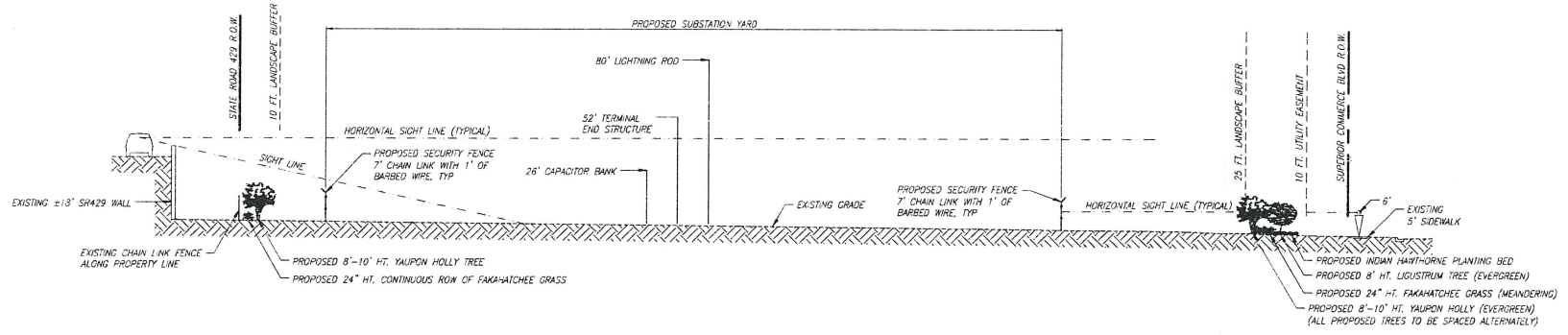
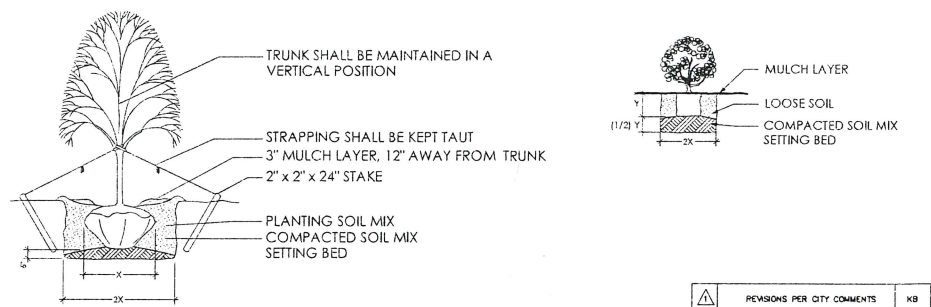
TO AVOID CONFLICT WITH OVERHEAD SUBSTATION WIRES, ALL PROPOSED TREES ON SITE ARE UNDERSTORY AS PER FLORIDA STATUTE 163.3208 (SUBSTATION APPROVAL PROCESS):

"[3] ELECTRIC SUBSTATIONS ARE A CRITICAL COMPONENT OF ELECTRIC TRANSMISSION AND DISTRIBUTION. LOCAL GOVERNMENTS MAY ADOPT AND ENFORCE REASONABLE LAND DEVELOPMENT REGULATIONS FOR NEW DISTRIBUTION ELECTRIC SUBSTATIONS ADDRESSING ONLY SETBACK, LANDSCAPING, BUFFERING, SCREENING, LIGHTING, AND OTHER AESTHETIC COMPATIBILITY-BASED STANDARDS. VEGETATED BUFFERS OR SCREENING BENEATH AERIAL ACCESS POINTS TO THE SUBSTATION EQUIPMENT SHALL NOT BE REQUIRED TO HAVE A MATURE HEIGHT IN EXCESS OF 14 FEET."

LANDSCAPE GENERAL NOTES

1. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THIS WORK DOES NOT INTERRUPT ESTABLISHED OR PROJECTED DRAINAGE PATTERNS.
2. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIALS AND ALL WORK AS CALLED FOR ON THE LANDSCAPE PLANS AND IN THE LANDSCAPE SPECIFICATIONS. CONTRACTOR SHALL VERIFY ALL QUANTITIES AND REPORT ANY DISCREPANCIES AT TIME OF BIDDING.
3. ALL PLANT MATERIALS SHALL BE GRADED FLORIDA NO. 1 OR BETTER, AS OUTLINED UNDER GRADES AND STANDARDS FOR NURSERY PLANTS, DIVISION OF PLANT INDUSTRY, STATE OF FLORIDA, UNLESS OTHERWISE NOTED.
4. ALL PLANT BEDS AND TREE RINGS SHALL BE TOP DRESSED WITH 3" PINE BARK MULCH.
5. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR TESTING PROJECT SOILS. THE LANDSCAPE CONTRACTOR IS TO PROVIDE A CERTIFIED SOILS REPORT TO THE OWNER AND LANDSCAPE ARCHITECT. THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE SOILS ON-SITE ARE ACCEPTABLE FOR PROPER GROWTH OF THE PROPOSED PLANT MATERIALS. SHOULD THE CONTRACTOR FIND POOR SOIL CONDITIONS, THE OWNER AND LANDSCAPE ARCHITECT MUST BE CONSULTED PRIOR TO PLANTING.
6. ALL GRADES, DIMENSIONS AND EXISTING CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR ON SITE BEFORE CONSTRUCTION BEGINS. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.
7. THE LANDSCAPE CONTRACTOR SHALL REVIEW ARCHITECTURAL/ENGINEERING PLANS TO BECOME THOROUGHLY FAMILIAR WITH SURFACE AND SUB-SURFACE UTILITIES.
8. THE LANDSCAPE CONTRACTOR SHALL COORDINATE WITH THE IRRIGATION CONTRACTOR REGARDING TIMING OF THE INSTALLATION OF PLANT MATERIALS.
9. EVERY POSSIBLE SAFEGUARD SHALL BE TAKEN TO PROTECT BUILDING SURFACES, EQUIPMENT AND FURNISHINGS. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE OR INJURY TO PERSON OR PROPERTY WHICH MAY OCCUR AS A RESULT OF HIS NEGLIGENCE IN THE EXECUTION OF THE WORK.

PLANTING DETAILS



ENHANCED LANDSCAPE BUFFER LINE-OF-SIGHT EXHIBIT

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

SIGNATURE: *[Signature]* REG. NO. 963 DATE: 9/22/15

SCHWEIZER BOJACK ARCHITECTURE
 GARY A. SCHWEIZER, L.A.F.L. STATE REG. #953
 SCHWEEZER BOJACK LANDSCAPE ARCHITECTURE, LLC
 PO BOX 748383 • MAHLAND, FLORIDA 32774
 PHONE (407) 376-1423 • LC26000487

REVISIONS		DUKE ENERGY			
NO.	DESCRIPTION	KB	GS	GS	9/15
DATE	SCALE	DESIGN	CHKD.	APPR.	DATE
8-21-15	1:30	SUBSTATION ENGINEERING			
		LANDSCAPE LAYOUT			
		PLYMOUTH SOUTH SUBSTATION			
1 OF 1 SHEET	DWG.	L-1			

