

APOPKA CITY COUNCIL AGENDA
December 07, 2016 1:30 PM
APOPKA CITY HALL COUNCIL CHAMBERS
Agendas are subject to amendment through
5:00pm on the day prior to City Council Meetings

CALL TO ORDER

INVOCATION - Pastor Waldemar Serrano of Remnant Christian Center

PLEDGE

APPROVAL OF MINUTES:

1. City Council meeting November 16, 2016

PUBLIC COMMENT; STAFF RECOGNITION AND ACKNOWLEDGEMENT

Employee Recognition:

- ❖ Five Year Service Award – Christopher Lenahan – Fire/Suppression
- ❖ Ten Year Service Award – Tamara Hobbick – Administration
- ❖ Ten Year Service Award – Daniel Garcia – Police/Field Services
- ❖ Fifteen Year Service Award – Rhonda Cline – Recreation/Athletics
- ❖ Fifteen Year Service Award – Reagan Rizo – Police/Field Services

Presentations:

1. Canterwood Manor request for financial assistance presentation.

Jim Swan

Appropriations/Donations/Grants

1. Authorize the acceptance of the Cops Hiring Program grant and approve the funding.
2. Acceptance of a grant award from the Committee of One Hundred of Orange County, Inc.

Chief McKinley
Chief Carnesale

Public Comment Period:

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

CONSENT (Action Item)

1. Authorize the renewal of Police Department Mutual Aid Agreements with local jurisdictions.
2. Authorize the presentation of a service weapon to retired officer.
3. Authorize the purchase of a 3-D Laser Scanner for the Police Forensics Unit.
4. Authorize the negotiation of a contract with Motorola for the installation of a northern communication site.
5. Authorize a contract with the Department of Corrections for an inmate work squad.
6. Approve the alignment and construction of Brush Drive and a reallocation of funds.
7. Authorize the purchase of a vehicle for the Fire Department.
8. Authorize the purchase of one Rear Loader Refuse for the Sanitation Division.
9. Authorize a Change Order for the Water Reclamation Facility Expansion and Improvements Project.
10. Award a Professional Services Agreement to update the Land Development Code.
11. Authorize the disposal of surplus playground equipment and the removal from the city asset list.

BUSINESS (Action Item)

1. Final Development Plan & Development Agreement – Emerson North Townhomes - Quasi-Judicial
2. Final Development Plan/Plat – Maudehelen, Phase 4 – Quasi-Judicial

David Moon
Rogers Beckett

PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

- 1. Ordinance No. 2510 – Second Reading – Code of Ordinances, Chapter 74 “Business Tax Receipts” – Legislative **Postpone**
- 2. Ordinance No. 2511 – Second Reading - Code of Ordinances, Chapter 86 “Vehicles for Hire.” – Legislative **Postpone**
- 3. Ordinance No. 2532 – First Reading – Small Scale Future Land Use Amendment - Legislative Elizabeth Florence
- 4. Ordinance No. 2533 – First Reading – Change of Zoning - Quasi-Judicial Elizabeth Florence
- 5. Ordinance No. 2534 – First Reading – Comp Plan Amendment – Capital Improvements Element – Legislative Kyle Wilkes
- 6. Ordinance No. 2535 – First Reading – Change of Zoning - Quasi-Judicial Kyle Wilkes
- 7. Ordinance No. 2536 – First Reading – Small Scale Future Land Use Amendment - Legislative Kyle Wilkes
- 8. Ordinance No. 2537 – First Reading – Change of Zoning - Quasi-Judicial Kyle Wilkes
- 9. Ordinance No. 2538 – First Reading – Small Scale Future Land Use Amendment - Legislative Kyle Wilkes
- 10. Ordinance No. 2539 – First Reading – Change of Zoning - Quasi-Judicial Kyle Wilkes
- 11. Ordinance No. 2540 – First Reading – Change of Zoning - Quasi-Judicial Elizabeth Florence
- 12. Ordinance No. 2541 – First Reading – Right-of-Way Vacate – Quasi-Judicial Rogers Beckett
- 13. Resolution No. 2016-35 - Economic Development Grant and Tax Abatement Agreement – Qorvo US, Inc. James Hitt

CITY COUNCIL REPORTS

MAYOR’S REPORT

NOT REQUIRING ACTION

- 1. Thank you letter to the Public Services Department from Resident.
- 2. Thank you letter from Deanna Killian for the Ann Dupee memorial flowers.

ADJOURNMENT

MEETINGS AND UPCOMING EVENTS

DATE	TIME	EVENT
December 10, 2016	10:00am –	Apopka Christmas Parade
December 13, 2016	1:00pm – 3:30pm	Council Workshop
December 13, 2016	5:30pm – 6:00pm	Planning Commission Meeting
December 16, 2016	12:00pm – 2:00pm	City Offices will be temporarily closed during this time frame.
December 21, 2016	7:00pm –	Council Meeting
December 23, 2016	–	Holiday – City Offices Closed
December 26, 2016	–	Holiday – City Offices Closed
December 26, 2016	10:00am – 11:00am	Lake Apopka Natural Gas District Board Meeting: Winter Garden
January 2, 2016	–	Holiday – City Offices Closed
January 4, 2016	1:30pm –	Council Meeting
January 5, 2016	5:30pm – 9:00pm	Food Truck Round Up
January 10, 2016	5:30pm – 6:00pm	Planning Commission Meeting
January 18, 2016	7:00pm –	Council Meeting
January 23, 2016	10:00am – 11:00am	Lake Apopka Natural Gas District Board Meeting: Winter Garden

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

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

Backup material for agenda item:

1. City Council meeting November 16, 2016

CITY OF APOPKA

Minutes of the regular City Council meeting held on November 16, 2016, at 7:00 p.m., in the City of Apopka Council Chambers.

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

PRESS PRESENT: Teresa Sargeant - The Apopka Chief
Bethany Rodgers, Orlando Sentinel
Reggie Connell, The Apopka Voice

INVOCATION: Mayor Kilsheimer introduced Pastor Steven Jencks of the Apopka Seventh-Day Adventist Church, who gave the invocation.

PLEDGE OF ALLEGIANCE: Mayor Kilsheimer said in the fall of 1620, more than 100 pilgrims set sail from England aboard the Mayflower and two months later made landfall in Plymouth, Massachusetts. Half of the pilgrims perished during the first winter. In the spring, two members of local Native American tribes helped the settlers learn how to successfully farm the land, and by the following autumn they reaped a bountiful crop. To celebrate the harvest and to give thanks, Governor William Bradford called for a feast and invited the local Native American tribes who worked alongside the pilgrims to sustain their colony. The tribes and the pilgrims hunted together and feasted for three days. It became a yearly tradition for the colonists to celebrate their harvest with a feast of Thanksgiving. Abraham Lincoln proclaimed the final Thursday in November to be a national holiday in 1863. Later, Franklin D. Roosevelt signed a joint resolution of congress in 1941, which established the fourth Thursday of November as a national holiday, the day we will celebrate next week as Thanksgiving. He asked everyone to reflect upon the spirit and collaboration between the pilgrims and Native American tribes that made it possible for Plymouth to flourish and for our Nation to give thanks as he led in the Pledge of Allegiance.

APPROVAL OF MINUTES:

1. City Council meeting November 2, 2016.

MOTION by Commissioner Velazquez, and seconded by Commissioner Becker, to approve the minutes of November 2, 2016. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Bankson and Becker voting aye.

PUBLIC COMMENT/STAFF RECOGNITION AND ACKNOWLEDGEMENT

Proclamation:

1. Vietnamese-American Heritage and Freedom Flag Day.
Mayor Kilsheimer read a proclamation recognizing Vietnamese-American Heritage and

Freedom Flag Day presenting it to John McKinney from Tavares. Mr. McKinney recognized other Vietnamese-Americans' with him.

Presentation:

Mayor Kilsheimer and the Council presented Debbie Turner Cancer Center with a check in the amount of \$1,000 from the money raised in October during breast cancer awareness month.

Public Comment:

Pastor Richard King said he was here to request City Council's support in providing the amphitheater venue and all associated costs as an in-kind donation to the Apopka Faith Alliance as they facilitate the Apopka Family Faith and Food Festival on January 7, 2017. He stated Ed Walls was present in support of youth sports and they also support anyone helping the youth.

Pastor Hezekiah Bradford thanked the City for the repaving of Hawthorne Road. He also spoke of the Apopka Family Faith and Food Festival on January 7, 2017, and requested support from the City as one of the sponsors of this event.

Rod Love echoed the prior comments regarding the venue and requesting in-kind donation from the City for the event on January 7, 2017. He also recognized Ed Walls being present to speak on Apopka youth sports and stated he supported youth sports as it keeps children off the streets and helps them learn to build character.

Ray Shackelford said he supported a partnership between the City and the Faith Family and Food Festival. He called on the City of Apopka to consider a naming opportunity whereby businesses and corporations could contribute funds in naming a field on their behalf to help defer costs for the Apopka youth sports teams.

Shirley Sharpe Terrell said she was in favor of the recommendation made by Pastor King to support the Faith and Family Food Festival and asked the City be favorable in waiving these costs.

Pastor Manny Rosario said we have a great opportunity as a City to come together with the faith community to do something to mark the City in a positive way.

Pastor Darrell Morgan said he was Vice President of the Apopka Christian Ministerial Alliance and said he was talking with Pastor Bradford and Rod Love over a year ago and they talked about bringing in music and the gospel for young people to hear. He stated he was excited about the Faith Family, and Food Festival and asked that the City work and partner with them.

Ed Walls said he has been a resident for 17 years and he thanked the pastors for their support. He spoke of a recent negative affect to the Apopka Youth Sports organization due to an oversight by the City that cost their program \$7,500 by not honoring a reserved date of October 29, 2016. He said they had to contact 24 organizations and cancel an event due to the date being double booked. He said this was embarrassing to their organization and the City. He asked the Council compensate their program for \$7,500 for the loss suffered by having to cancel their event. He requested with the tax increase that all fees for youth organizations be abolished.

CONSENT (Action Item)

1. Approve the Disbursement Report for the month of October, 2016.
2. Approve the final extension of the consulting service contracts for Professional Engineering Services.
3. Authorize an expenditure from the Law Enforcement Trust Funds for undercover operations.
4. Authorize the purchase of capital equipment for utility construction and water maintenance.
5. Authorize the purchase of capital equipment for the Streets Division.
6. Authorize Amendment #1 of the Cost-Share Agreement Contract for the Water Reclamation Facility with SJRWMD.
7. Authorize a Cost-Share Agreement Contract for the Water Conservation Program with SJRWMD.
8. Award a contract to Dell Financial Services for the lease of Police Department Laptops.
9. Authorize a contract for the construction of Phase #1 of the Water Reclamation Facility Expansion and Improvements project.
10. Award a pre-construction services contract to Miller Construction Management Inc., for the Fire Station 5 project.

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

BUSINESS

1. Final Development Plan – Canterwood Manor Assisted Living Facility (ALF)

Mayor Kilsheimer advised this was a quasi-judicial hearing and witnesses were sworn in by the clerk.

David Moon, Planning Manager, provided a brief lead-in for the Final Development Plan (FDP), Canterwood Manor Assisted Living Facility, stating it proposes a 125 bed Assisted Living Facility, an 89,000 sq. ft. building with 70 parking spaces. The Preliminary Development Plan (PDP) was previously approved by Council and this is the last step prior to the developer, MJM Associates moving to construction. DRC found the FDP to be consistent with the PDP and the PUD ordinance, and recommends approval.

Joel Hass, Sr. Executive of MJM and Associates, was present for any questions. He thanked the City staff and said they were looking forward to starting the project.

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

MOTION by Commissioner Bankson, and seconded by Commissioner Dean, to approve the Final Development Plan for Canterwood Manor Assisted Living Facility, as presented and issue the Final Development Order. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

PUBLIC HEARINGS/ORDINANCES/RESOLUTION

- 1. Ordinance No. 2524 – Second Reading – Small Scale Future Land Use Amendment.** The title was read by the City Clerk as follows:

Mayor Kilsheimer announced Ordinance No. 2524 was legislative and Ordinance No. 2525 was quasi-judicial. Witnesses were sworn in by the clerk.

ORDINANCE NO. 2524

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING THE FUTURE LAND USE DESIGNATION FROM “COUNTY” LOW DENSITY RESIDENTIAL (0-4 DU/AC) TO “CITY” OFFICE (MAX. FAR 0.30), FOR CERTAIN REAL PROPERTY GENERALLY LOCATED WEST OF SOUTH PARK AVENUE, EAST OF SOUTH CENTRAL AVENUE, SOUTH OF E G H WASHINGTON STREET, NORTH OF EAST 12TH STREET, COMPRISING 0.52 ACRES MORE OR LESS, AND OWNED BY APOPKA HOLDINGS, LLC; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Kyle Wilkes, Planner, said this was the second reading for a small scale future land use map amendment. DRC recommends approval.

Commissioner Velazquez disclosed ex parte communication stating she visited the facility at Turkey Lake and her concerns were addressed.

Mayor Kilsheimer, Commissioner Bankson, and Commissioner Becker also disclosed ex parte communication, advising they also individually toured the facility.

Wendy Packer, Central Florida Recovery Centers, said they currently have a full service counseling and recovery center in Orlando. She stated they were excited to bring their service to Apopka and reviewed their services. She affirmed they plan on getting involved with the City and bring education to the children in the area and bring a positive influence to the City.

Mayor Kilsheimer opened the meeting to a public hearing.

Rod Love said that he, Pastor Bradford, and Pastor King had an opportunity to speak to the applicants and they do believe there is a need for treatment. However, there are some concerns and he advised the applicant is interested in the Apopka Task Force. He maintained the position of not supporting as well as not being against it.

Dr. Ghulldu thanked the Mayor and Commissioners for visiting the Turkey Lake facility. He stated at a community meeting they had almost full acceptance. He asked consideration of a privacy fence with a waiver of the two walls.

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

MOTION by Commissioner Becker, and seconded by Commissioner Velazquez, to adopt Ordinance No. 2524. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

2. **Ordinance No. 2525 – Second Reading – Change of Zoning.** The City Clerk read the title as follows:

ORDINANCE NO. 2525

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM “COUNTY” R-3 (RESIDENTIAL) TO PLANNED UNIT DEVELOPMENT (PUD-PO/I-RESIDENTIAL); FOR CERTAIN REAL PROPERTY GENERALLY LOCATED WEST OF SOUTH PARK AVENUE, EAST OF SOUTH CENTRAL AVENUE, SOUTH OF EAST G. H. WASHINGTON STREET, NORTH OF EAST 12TH STREET, COMPRISING 0.52 ACRES MORE OR LESS, AND OWNED BY APOPKA HOLDINGS, LLC; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

David Moon, Planning Manager, advised City Council can take action upon the waiver request. He advised it is a Planned Unit Development, which allows flexibility and special design. He stated the intent of the Land Development Code did not provide a means to circumvent a regulation and provide something that would be considered less quality. He advised this request was not made prior to the Planning Commission meeting and was not reviewed by the Planning Commission.

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

MOTION by Commissioner Becker, and seconded by Commissioner Dean, to adopt Ordinance No. 2525. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

3. **Ordinance No. 2526 – Second Reading – Temporary Moratorium – Dispensing of Medical Cannabis.** The City Clerk read the title as follows:

ORDINANCE NO. 2526

AN ORDINANCE ESTABLISHING A TEMPORARY MORATORIUM ON THE DISPENSING OF MEDICAL CANNABIS WITHIN THE CITY OF APOPKA; PROHIBITING ANY AND ALL DISPENSING OF MEDICAL CANNABIS DURING THE MORATORIUM PERIOD FOR ANY PROPERTY WITHIN THE CITY OF APOPKA; ADOPTING FINDINGS OF FACT; PROVIDING DEFINITIONS; AND PROVIDING AN EFFECTIVE DATE

Mayor Kilsheimer opened the meeting to a public hearing.

The following spoke in opposition to the moratorium on dispensing of medical marijuana for such reasons of the opportunity to open jobs in the area, limiting the opportunity of obtaining investors for an additional two potential grow areas, and a request to exclude the designated grow zones. It was also reiterated that this was for medical cannabis.

Jose Sikaffy
Glen Treadwell
Raymond Hogshead
Rod Hogshead
Bob Barkett
Bill Dewar
Fred Curley
Michael Stone

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

Chief McKinley said he understands the concerns on the moratorium, but he stated the City has changed in the last year and a half, stating the grow areas are now surrounded by subdivisions. He stated looking at history, Colorado started with medical marijuana and he gave statistics of related crimes. He added that this is not federally regulated. He affirmed the Department of Health has been provided six months to develop regulations.

City Attorney Shepard said the City adopted Ordinance No. 2388 in anticipation of the Charlotte's Web statute that passed and also the potential of medical marijuana in 2015 that did not pass at that time. The idea was to put something on the books to provide the City the ability to control its own destiny if this did pass, which it now has, and if the state chose to pre-empt us from regulating our own. However, the state could pre-empt the ordinance. He stated there will be no dispensing until the Department of Health has the rules done. This six month moratorium to allow the City to look at our law to make sure it is compliant with what comes out, in practical effect will not affect anyone. He advised that just based upon the amendment, there are already portions of our ordinance that are problematic.

Discussion ensued regarding public safety, if certain areas could be excluded from the moratorium, and the time frame in conjunction with the state providing six months for the Department of Health to set guidelines.

MOTION by Commissioner Bankson, and seconded by Commissioner Velazquez, to adopt Ordinance No. 2526. Motion carried three/two with Commissioners Dean, Velazquez, and Bankson voting aye, and Mayor Kilsheimer and Commissioner Becker voting nay.

Council recessed at 9:14 p.m. and reconvened at 9:20 p.m.

4. Ordinance No. 2528 – Second Reading – Annexation. The City Clerk read the title as follows:

ORDINANCE NO. 2528

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY ADAMS BROTHERS CONSTRUCTION COMPANY, INC. LOCATED WEST OF SHEELER AVENUE AND SOUTH OF EAST 13TH STREET; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, 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 Velazquez and seconded by Commissioner Bankson, to adopt Ordinance No. 2528. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

5. **Ordinance No. 2529 – Second Reading – Annexation.** The City Clerk read the title as follows:

ORDINANCE NO. 2529

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY SHIRLEY L. LITTLE LIFE ESTATE LOCATED WEST OF CENTRAL AVENUE AND NORTH OF OAK STREET; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, 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 Dean, and seconded by Commissioner Becker, to adopt Ordinance No. 2529. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

6. **Ordinance No. 2530 – Second Reading – Annexation.** The City Clerk read the title as follows:

ORDINANCE NO. 2530

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY JERRY OWENS AND LINDA S. OWENS LOCATED WEST OF MARDEN ROAD AND SOUTH OF KEENE ROAD; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, 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 Velazquez, and seconded by Commissioner Becker, to adopt Ordinance No. 2530. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

7. **Ordinance No. 2531 – Second Reading – Annexation.** The City Clerk read the title as follows:

ORDINANCE NO. 2531

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY WON CHUL LEE, MYONG SEA LEE, BONG JIN CHOE AND CHONG SOON CHOE LOCATED EAST OF PLYMOUTH SORRENTO ROAD AND NORTH OF KELLY PARK ROAD; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

MOTION by Commissioner Bankson, and seconded by Commissioner Velazquez, to postpone Ordinance No. 2531 to the December 21, 2016 meeting. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

8. **Resolution 2016-34 – Workers’ Comp Legislative Review.** The City Clerk read the title as follows:

RESOLUTION NO. 2016-34

A RESOLUTION OF THE CITY OF APOPKA FLORIDA REQUESTING THE FLORIDA LEGISLATURE AMEND CHAPTER 440, FLORIDA STATUTES, TO ADDRESS THE FLORIDA SUPREME COURT’S RECENT DECISIONS RELATED TO FLORIDA’S WORKERS’ COMPENSATION SYSTEM.

Sharon Thornton, Human Resource Director, said recently there were some Supreme Court decisions that removed the cap on attorney fees, as well as the limit on temporary total disability. She said this was in support to ask the legislature to review the worker’s compensation system.

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

MOTION by Commissioner Bankson, and seconded by Commissioner Velazquez, to approve Resolution No. 2016-34. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

CITY COUNCIL REPORTS

Mayor said they have had public comment and will now hold discussion between the City Council and Staff regarding the request by the Ministerial Alliance. He asked the City Attorney to provide input.

City Attorney Shepard said the issue raised is whether the City Council can waive fees for a religious event. He said the answer was yes you can, however, the persuading factor is what this means to them as a community. He pointed out a fee structure was adopted some time back that is to apply to all community organizations and this applies when the city venues are used. He stated this was put in place so they were not put in a position to choose between the merits of one organization over another. He advised the Supreme Court term for this is “view point discrimination” and he gave several court examples before the Supreme Court stating it was not so much the separation of church and state as much as it was the regulation of the message. He affirmed if you waive for one message, then you must waive for all.

Discussion ensued regarding partnering on the event and Commissioner Becker inquired if Council had the discretion.

City Attorney Shepard said Council can take the risk, but his advice would be to stay out of this situation since a policy determination has been made. Following further discuss, he suggested the organizers contact the Mayor Land Community Trust, which was set up for matters such as this.

Mayor Kilsheimer asked David Burgoon to comment on Mr. Walls’ request.

David Burgoon, Recreation Director, explained that he and Mr. Walls met a few times about their playoff schedules. He said in those conversations he told Mr. Walls to send him the dates and they would block them. He stated since those conversations, he received an email from Mr. Walls about a football game the week prior to October 29, 2016, and to his knowledge that was the games they were talking about. Three days later AAU was requesting the field and it was available and offered to them. In the same week he was notified from one of his staff members that they had games coming up that was not on the books. He informed Pop Warner there was already a schedule for October 29, 2016 and AAU had already paid their fees for that day, therefore, they were not available. This is why he is here to request reimbursement for the fees he lost from that day.

It was the consensus of City Council that this discussion be continued by Mr. Irby and staff with Mr. Irby keeping Council informed.

MAYOR’S REPORT – Mayor Kilsheimer reported this past week the Chair of Lake Apopka Natural Gas Board, Ann Dupee, passed away. The City of Apopka was represented at her Celebration of Life ceremony by Commissioner Dean, Glenn Irby, Jim Hitt, and former Commissioner Bill Arrowsmith.

ADJOURNMENT – There being no further business the meeting adjourned at 10:22 p.m.

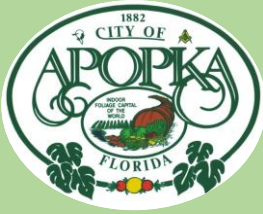
Joseph E. Kilsheimer, Mayor

ATTEST;

Linda F. Goff, City Clerk

Backup material for agenda item:

1. Canterwood Manor request for financial assistance presentation. Jim Swan



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: December 07, 2016
 FROM: Administration
 EXHIBITS:

SUBJECT: CANTERWOOD MANOR REQUEST FOR FINANCIAL ASSISTANCE

REQUEST: THEIR DESIRE TO ISSUE DEBT WITH ASSISTANCE FROM THE CITY OF APOPKA

SUMMARY:

Canterwood Manor will present their desire to seek financial assistance for their project with the support of the City of Apopka in a form necessary to issue debt via a special bond. During this presentation the Council will hear from the City’s Bond Attorney Mike Williams of Akerman, LLP and Canterwood Manor representative Jim Swan of Stifel, Nicolaus and Company from New York City. Collectively and individually the process of how this debt is issued and why the city is needed will be explained.

Should the Council decide to allow Canterwood Manor’s request to proceed, a resolution would need to be considered and adopted at a later date. As you will hear at some point during the presentation, the City would in no way be obligated or responsible for this debt; furthermore, the City will bear no expense for attorneys or other necessities related to this debt. All costs would be the responsibility of Canterwood Manor.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

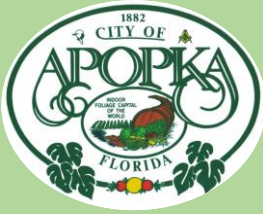
Hear the presentation as presented by a Canterwood Manor representative.

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 |

Backup material for agenda item:

1. Authorize the acceptance of the Cops Hiring Program grant and approve the funding. Chief McKinley



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: Appropriations/Donations/Grants

MEETING OF: December 7, 2016
 FROM: Police Department
 EXHIBITS:

SUBJECT: COPS HIRING PROGRAM GRANT

REQUEST: GRANT ACCEPTANCE

SUMMARY:

The Apopka Police Department (Department), through the Office of Community Oriented Policing Services (COPS Office), has been awarded a grant for 5 officer positions under the 2016 COPS Hiring Program (CHP). The estimated amount of Federal funds to be awarded to the Department over the 3-year award period is \$625,000. The local cash match for the grant will be \$339,800 over the 3-year period. The CHP award funding may be used to hire the new officers on or after the official award start date of September 1, 2016. CHP award recipients must retain all sworn officer positions funded under the 2016 CHP award for a minimum of 12 months, following the 36-month Federal funding period. The retained CHP-funded position(s) should be added to the law enforcement budget with local funds, over and above the number of locally-funded positions that would have existed in the absence of the award.

Acceptance of this grant will afford the City of Apopka (City) the opportunity to put 5 more police officers on the street with less of a budgetary impact on the City.

FUNDING SOURCE:

Existing police budget (FY 2016-2017) will be used to fund the City’s first year portion of the accepted grant. A budget amendment will be forthcoming to fund the first year grant portion. The grant portion will be a reimbursable expense through the CHP grant program. Future years will be included within future year budgets.

RECOMMENDATION ACTION:

Authorize the acceptance of the CHP grant and approve the funding scenario as outlined.

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

Backup material for agenda item:

2. Acceptance of a grant award from the Committee of One Hundred of Orange County, Inc.

Chief Carnesale



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: Appropriations/Donations/Grants

MEETING OF: December 7, 2016
 FROM: Fire Department
 EXHIBITS: Award Letter

SUBJECT: GRANT AWARD FROM THE COMMITTEE OF ONE HUNDRED OF ORANGE COUNTY, INC.

REQUEST: ACCEPTANCE OF THE GRANT AWARD FROM THE COMMITTEE OF ONE HUNDRED OF ORANGE COUNTY, INC.

SUMMARY:

The Fire Department has been awarded a grant from the Committee of One Hundred of Orange County, Inc., in the amount of \$6,495. These funds will be used to purchase a Unimac K2M Washer to protect firefighters from exposure of carcinogens and other harmful pollutants. The purchase of the Unimac K2M Washer will allow the department to meet the cleaning requirements of NFPA 1851 standards.

In the FY 16/17 budget, the Fire Department budgeted \$7,500 to purchase the Unimac K2M Washer. With this grant, only \$2,500 of that budgeted amount will be needed to complete the purchase. The additional \$5,000 will be returned to reserves.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Acceptance of the grant award, in the amount of \$6,495, from the Committee of One Hundred of Orange County, Inc.

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

November 11, 2016

Brian Bowman
Assistant Fire Chief
City of Apopka Fire Dept.
175 E. 5th Street
Apopka, FL 32703

Dear Asst. Chief Bowman:

On August 5, 2016 you requested funding from the Committee of One Hundred of Orange County, Inc. for a Unimac K2M Washer in the amount of \$6,495.00 to protect firefighters from exposure of carcinogens and other harmful pollutants.

The Board of Directors of the Committee of One Hundred have approved funding of the \$6,495.00 subject to you furnishing your paperwork evidencing at least 3 competitive bids, if applicable. Upon receipt and review, we will forward our check to you.

You may forward this information to Melissa Soranno at msoranno@drphillips.org in order to expedite the process. We look forward to hearing from you soon, so that we can complete this funding.

Respectfully,

COMMITTEE OF ONE HUNDRED
OF ORANGE COUNTY, INC.



Kenneth D. Robinson
President

Backup material for agenda item:

1. Authorize the renewal of Police Department Mutual Aid Agreements with local jurisdictions.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: December 7, 2016
 FROM: Police Department
 EXHIBITS:

SUBJECT: MUTUAL AID AGREEMENTS.

REQUEST: AUTHORIZE THE RENEWAL OF MUTUAL AID AGREEMENTS WITH LOCAL JURISDICTIONS

SUMMARY:

Florida Statute allows law enforcement agencies to enter into agreements so they may adequately respond with each other to continuing multi-jurisdictional law enforcement problems, to protect the public peace and safety, and preserve lives and property. There are existing agreements and this request will allow the Chief of Police to renew the agreements which are set to expire. The Apopka Police Department’s legal counsel has reviewed and accepted the agreements.

NOTE: The mutual aid agreements are on file in the Police Department.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Authorize the Police Chief to renew the mutual aid agreements.

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 |

Backup material for agenda item:

2. Authorize the presentation of a service weapon to retired officer.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: December 7, 2016
 FROM: Police Department
 EXHIBITS:

SUBJECT: PRESENTATION OF SERVICE WEAPON

REQUEST: AUTHORIZE THE PRESENTATION OF A SERVICE WEAPON TO A RETIRING MEMBER OF THE POLICE DEPARTMENT

SUMMARY:

The Police Department requests City Council authorization to present a service weapon to a retiring member of the Police Department to recognize the member’s credited service to the City of Apopka and its citizens.

Officer Steven Gideon served 20 years. The weapon to be presented at a later date is a Glock 21 Semi-Automatic Handgun with Serial Number YSA 959.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Authorize the Police Chief to present the item to the retiring members of the agency in recognition of their years of service to the City of Apopka and its citizens.

DISTRIBUTION

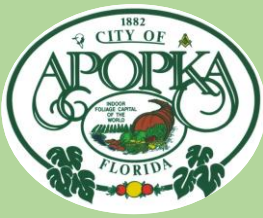
Mayor Kilsheimer
 Commissioners
 City Administrator
 Community Development Director

Finance Director
 HR Director
 IT Director
 Police Chief

Public Services Director
 Recreation Director
 City Clerk
 Fire Chief

Backup material for agenda item:

3. Authorize the purchase of a 3-D Laser Scanner for the Police Forensics Unit.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: December 7, 2016
 FROM: Police Department
 EXHIBITS: Quote

SUBJECT: CAPTIAL EQUIPMENT

REQUEST: AUTHORIZE THE PURCHASE OF A 3D LASER SCANNER

SUMMARY:

Funded in this year’s budget is equipment to improve the forensics capabilities of the Apopka Police Department. This purchase request is for a 3D LASER scanner. LASER scanners are latest in technology for quick and accurate indoor and outdoor measurements in three dimensions recording of investigation scenes

The selected device will enable forensics technicians to capture fast, straightforward, and accurate measurements of complex objects and buildings, and capture detailed imagery.

Description	Cost
FARO Technologies 3D Scanner with associated hardware and software	\$99,932.10

FARO Technologies is a local (Central Florida) company; and during evaluation by staff, was found to be the device utilized by most Central Florida law enforcement agencies. This device is on Federal GSA contract (GS24F0044M).

FUNDING SOURCE:

Police – Equipment & Machinery

RECOMMENDATION ACTION:

Authorize the purchase.

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



FARO Technologies Inc
 250 Technology Park
 Lake Mary FL 32746-7115
 Phone No: (866)874-1145
 Fax No: (407)562-5282
 Email: Ethan.Greenberg@faro.com

Remit to:
 FARO Technologies, Inc.
 P.O. Box 116908
 Atlanta, GA 30368-6908

Quotation No: 20088079
 Quote Date: 11/10/2016
 Expiration Date: 12/16/2016
 Regional Manager: Daniel Copfer
 Account Manager: Richard Britt
 Sales Support: Ethan Greenberg
 Ship: 2 Day
 Payment Terms: Net due in 30 days
 with approved credit
 Delivery Terms: EXW Origin
 Delivery Date: 2-6 Weeks

Bill To :
 Apopka Police Dept
 112 E 6th St
 Apopka FL 32703-5318
 US




Ship To :
 Apopka Police Department
 Paul Murphy
 112 E 6th St
 Apopka FL 32703-5318
 US




Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	S-7-X330	3D_HW_LS_Focus3D X330 Focus3D X 330 Laser Scanner. Ships with: 1 Focus3D X 330, with GPS, compass, altimeter (barometer), dual-axis compensator and WLAN, 1-Year Standard Warranty , 1 PowerBlock Battery, 1 32GB SD Card, 1 SD Card Reader, 1 SD Card Cover, 1 Power Dock, 1 Quick Charge Power Supply, 1 Car Power Supply, 1 Rugged Transport Case with Wheels, 1 Ruggedized Protection and Transport Cover (in aluminum), 1 Panorama Quick Release, 1 Optical Cleaning Set, Training at FARO facility. SCENE Software licenses are purchased separately. NOTE: lead-time may take 6 weeks or more after receipt of written order.	55,490.00	16,700.00	38,790.00




PURCHASE AGREEMENT AND CONDITIONS OF SALE Customer will pay any federal, state and local taxes. All conditions of sale, service and warranty as described in FARO standard purchase conditions currently on file with FARO are made as part of this Quotation and are incorporated herein by reference (fi/control/04/ref198-012). DR12 PLEASE REFERENCE FARO QUOTE NUMBER ON ALL DOCUMENTS. BY REFERENCING FARO QUOTE, CUSTOMER AGREES TO SAID TERMS AND CONDITIONS AS LISTED ON FARO QUOTATION.
 FARO Technologies GSA Contract # GS24F0044M

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	TR-SCN-POS	Laser Scanner Tr. - FARO Fac. - Inc Three-day course for two (2) trainee at an approved FARO training facility that discusses LS operation, setup, and basic measurements. NOTE: Classroom trainings are limited to six (6) trainees and are scheduled on a first come, first served basis. Classes can be canceled within two weeks of the scheduled date if sufficient enrollment is not met. NOTE: Training will expire if not taken within 90-days of receipt of equipment. No charge item applicable only with purchase of laser scanner.	0.00	0.00	0.00
1	SOFTS0302	3D_SW_SC_SCENE SCENE version 6.N. Software and license to process data of FARO 3D Laser Scanners. Includes 1-year of software maintenance.	5,990.00	599.00	5,391.00
1	SOFTS0369	3D_SW_SC_SCENE Dongle Hard lock (USB Dongle) for one SCENE single user license. SCENE licenses purchased separately.	190.00	19.00	171.00
	SCENE				
	ACCSS6005	3D_AC_LS_Carbon Fiber Compact Tripod High-level carbon fiber tripod for Focus3D X 330 and Focus 3D X 130.	1,010.00	101.00	909.00





Qty	Item No.	Description	Unit Price	Discount	Ext. Price
2	ACCSS6001	3D_AC_LS_Focus3D Battery Power Block Power Block battery for Laser Scanner Focus3D	790.00	79.00	1,422.00
					
1	ACCSS0287	200mm Koppa Target W/ Tripod Mount Kit A complete package of target spheres along with tripods and other accessories, shipped in 2 crates. Spheres are sprayed with #KoppaTuff" coating. The first crate contains a 6 pack of 200mm target spheres with magnetic bases and individual cotton storage/handling bags, and 6 1/4-20 camera tripod mount plates. The second crate contains tripods and accessories that provide most of the standard mounting options for use in the field. Included are 6 camera tripods, 3 small flexible tripods, 3 traffic cone Adapters, and a dozen 2" fender washers.	2,560.00	256.00	2,304.00
					
1	ACCSS0299	80Mm Koppa Target Set W/ Trajectory Rods A combination set of 12 80mm targets - 6 magnetic base targets, 6 trajectory mount. Includes 6 1/4" x 10" aluminum, magnetic base stand-off rods. All shipped in a plastic storage crate.	1,260.00	126.00	1,134.00
1	SOFTS0334	3D_SW_SC_SCENE Extension Forensic Extension of FARO SCENE software with additional features for forensic applications.	2,000.00	200.00	1,800.00
					

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	APPS01002	<p>3D_SW_AP_SCENE Video Pro App</p> <p>SCENE Video Pro App, for SCENE single user license Plug-in for SCENE 5.N to create animated videos from scan data.</p>	1,340.00	134.00	1,206.00
		 			
1	ACCSS6069	<p>3D_AC_LS_3D-Scale Bar Kit</p> <p>The 3D Measurement Scale Bar is used as a reference point in scans to verify scan accuracy. Traceable to NIST (National Institute of Standards and Technology) and international standards, the certified distance between the spheres is 1.5 meters. The scale bar has two 70 mm spheres mounted on a 31.75 mm (1.25) diameter rod. The spheres on the Scale Bar can also serve as near-distance (under 5 m) targets. The Scale Bar comes in two pieces, that are easily assembled at the scan scene. The Scale Bar Kit includes the Scale Bar (ACCSS6074), case (ACCSS6078), and a clamp (ACCSS6075) that allows the scale bar to be mounted onto a standard photography tripod.</p>	1,895.00	189.50	1,705.50
					
1	ACCSS6079	<p>3D_AC_LS_3D-Scale Bar Tripod</p> <p>The Scale Bar Tripod allows the Scale Bar to be securely positioned in a scan scene. This tripod is not intended to hold the scanner.</p>	145.00	14.50	130.50

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	SOFT50007-UPG-NV	 <p>FARO CrashZone Upgrade</p> <p>An upgrade from any previous version, CrashZone is the drawing program of choice for Crash# Reconstructionist and Law Enforcement Officers who need to accurately map crash scenes. Includes easy 3D animations, a vehicle specifications database, skid analysis and momentum calculations, and an easy-to-use 3D body poser.#CrashZone is also ideal for drawing crime scenes. Upgrade comes with one (1) year of maintenance, includes product updates and upgrades (as available), including top tier technical support.</p>	399.00	39.90	359.10
1	SOFT50012	 <p>FARO CZ Point Cloud Module</p> <p>Module for adding Point Cloud capabilities to CrimeZone, CrashZone, or FireZone. The Point Cloud Module allows these software programs to utilize data collected from laser scanners.</p>	2,495.00	249.50	2,245.50
1	COMP0121X64	 <p>Super Power User Notebook</p> <p>Top-level notebook computer for use with Laser Scanner, Laser Tracker, 3D Imager and ScanArm systems. Contact your FARO representative for current specifications.</p>	5,000.00	500.00	4,500.00

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	ACCSS6077	3D_AC_LS_Backpack Focus3DX + Rain P._SML Backpack kit for carrying Focus3D Scanner in a purpose-built backpack. The backpack has room for the Focus3D Scanner, 2 power block batteries, and charger. The kit also includes: A rain protection cover for the backpack. A weather protection cover for protecting the scanner between scans on rainy days and offering a radiant heat shield in hot climates. Backpack fits in most airline overhead compartments (outside case dimensions 18" H X 13" W X 8.75" D). A separate tripod bag (sold separately) is also available (ACCSS6071).	390.00	39.00	351.00
1	SMA-SC-3Y	3D_MA_SC_SCENE Maintenance_3Y_STAND Maintenance for SCENE software. Includes SCENE software upgrades during the term of the contract. Duration: Three (3) year. Scope of service according to the conditions of the SCENE maintenance contract.	2,490.00	249.00	2,241.00
1	SWS-FCX-3Y	3D_WA_LS_Focus3DX Warranty_3Y_STAND Three (3) year Standard Warranty for FARO Focus3D X includes annual certification and recalibration. Parts, labor and return shipping charges covered. Goal is to have service completed within 10 business days from date of receipt.	11,670.00	1,167.00	10,503.00
1	TR-SCN-POS-FOR-O	OnSite Forensics Cust-Site Upg. 5 Day Additional travel and lodging fees may be required for travel outside the US and Canada.#	8,140.00	0.00	8,140.00

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	SOFT50007-UPG-NV	 <p>FARO CrashZone Upgrade</p> <p>An upgrade from any previous version, CrashZone is the drawing program of choice for Crash# Reconstructionist and Law Enforcement Officers who need to accurately map crash scenes. Includes easy 3D animations, a vehicle specifications database, skid analysis and momentum calculations, and an easy-to-use 3D body poser.#CrashZone is also ideal for drawing crime scenes. Upgrade comes with one (1) year of maintenance, includes product updates and upgrades (as available), including top tier technical support.</p>	399.00	0.00	399.00
1	SOFT50012	 <p>FARO CZ Point Cloud Module</p> <p>Module for adding Point Cloud capabilities to CrimeZone, CrashZone, or FireZone. The Point Cloud Module allows these software programs to utilize data collected from laser scanners.</p>	2,495.00	0.00	2,495.00

Order Total:	106,938.00
Discount Amount:	-20,741.40
Shipping Total:	160.00
Total in USD:	86,356.60

Suggested Optional Items

Qty	Item No.	Description	Unit Price	Discount	Unit Price
1	FS-1X	3D_HW_FS_FARO Freestyle3D X FARO Freestyle3D X ships with: 1 Freestyle3D X Handheld Scanner, 1 Rugged Case, 1 Micro SD Card, 1 USB Card Reader, 1 Hand Strap for Tablet, 1 Calibration Board, 1 Cleaning Kit, Software Media for Capture & Process on USB, 1 License for SCENE Capture & Process, 1-Year Warranty on Hardware, 1-Year Maintenance Contract for Software. Transport case fits in most airline overhead compartments (outside case dimensions: 18.25" X 14" X 7").	14,900.00	2,980.00	11,920.00
1	ACCSF0012	3D_AC_FS_Tablet Surface Pro 4 & Charger Windows-Based Tablet for use with Freestyle Objects. Tablet is pre-loaded with SCENE Capture software. Settings have been optimized by FARO to ensure the fastest possible scanning.	1,795.00	179.50	1,615.50
1	ACCSF0010	Set of 25 Targets for Freestyle3D Set of 25 photogrammetry targets/markers which are automatically recognized by the Freestyle3D and increase accuracy and tracking stability. The markers are statically charged and can be attached to any flat surface. They do not leave any residue and can be reused multiple times.	50.00	10.00	40.00
1	SOFTS0302-I	3D_SW_SC_SCENE_INCL SCENE version 6.N. Software and license to process data captured by scanner. Includes 1-year of software maintenance.	0.00	0.00	0.00

Additional Information

QUOTE TERMS

To accurately and promptly process your order, the following information is required with your Purchase Order:

1. Purchase Order Number (PO#)
2. Bill To AND Ship To Address (even if they are the same)
3. Net 30 or Sooner Payment Terms
4. Prepay and Add Freight Charges OR Collect (with your shippers Account #)
5. Method of Shipment (Best Way, Ground, Overnight, 2DAY)
6. FOB Origin or Destination (for GSA and Warranty ONLY Customers)
7. FARO Quote Number
8. PO Signed and Dated
9. Ship To State Tax Exemption Certificate OR acknowledgement to charge tax
10. Signed Credit Application (New Customers ONLY)

Quoted delivery terms are contingent upon timely receipt of all above listed items.

CALIBRATION CAPABILITIES

FARO meets the calibration requirements of ISO 17025. If another calibration standard is required please discuss with your sales contact.

FARO follows the recommendation of the ASME B89.4.22-2004, Appendix J, in the application of the decision rule to testing results. This appendix states "B89 standards that adopt standards referencing ISO 14253-1 as a normative standard shall explicitly state a different default decision rule, where the 4:1 simple acceptance and rejection rule from B89.7.3.1 shall be the default rule unless a different rule is specified."

STANDARD TERMS AND CONDITIONS OF SALE

These standard terms and conditions of sale are the only terms and conditions, oral or written, applying to the sale of equipment, Software, other products or services ("Product") to Purchaser except for additional terms consistent with these standard terms and conditions on prices, quantities, delivery schedules, and the description of the Products as set forth in an order issued by FARO or approved by FARO (each, an "Order"). FARO hereby objects to and rejects any other terms or conditions appearing on, incorporated by reference in or attached to any purchase order, acceptance, acknowledgement, invoice, transmittal or other document and FARO's acceptance of any Order is expressly made conditional on Purchaser's acceptance of these standard terms and conditions. FARO's failure to object to any provision contained in a document or communication from Purchaser shall not be a waiver of these standard terms and conditions. Acceptance of these standard terms and conditions and any Order, both or either of which may be delivered to Purchaser in electronic form by FARO shall be deemed to have occurred upon the earlier of (i) executing or accepting these standard terms and conditions, (ii) executing or accepting any Order, (iii) when Purchaser is aware that FARO has commenced performance thereunder or (iv) taking delivery of any Products.

All capitalized terms used but not defined in the body of this document are defined in Section 10.00.

- 1.00 Payment of Purchase Price
1.01 Subject to credit approval by FARO and except as otherwise expressly set forth in an Order, the Purchase Price for Product shall be paid to FARO within thirty (30) days from the date of FARO's invoice. If FARO determines not to extend credit to Purchaser, FARO reserves the right to require Purchaser to pay for Product by wire transfer prior to shipment. FARO shall be entitled to issue an invoice upon shipment of Product. FARO has the right to charge interest on late Purchase Price payments at a rate of 1.5% per month (18% per annum).
1.02 Purchaser shall also pay FARO for any and all governmental taxes, charges or duties of every kind (excluding any tax based upon FARO's income) that FARO may be required to pay with respect to the production, transportation, export, import, storage, delivery, purchase, sale or use of Product. Purchaser shall provide FARO, on request, with properly completed exemption certificates for any tax or duty from which Purchaser claims an exemption.
1.03 Purchaser grants to FARO a security interest in all Product sold pursuant to the Order, which FARO may perfect by filing a UCC Financing Statement or by other filings, registrations or notices as may be required. Any such security interest will remain in effect until FARO has received payment in full of the Purchase Price together with interest on any late Purchase Price payments.
1.04 If Purchaser fails to make full payment of the Purchase Price in accordance with the terms set forth in the Order, FARO shall, at its sole option, have the right to the following remedies, which shall be cumulative and not alternative and which are not exclusive:
a) the right to cancel the Order and enter Purchaser's premises to re-take possession of Product, in which event Purchaser agrees that any down payment or deposit for Product shall be forfeited to FARO as liquidated damages and not as a penalty, and all costs incurred by FARO in connection with the removal and subsequent transportation of Product shall be payable by Purchaser upon written demand;
b) the right to enter Purchaser's premises and remove any Software, components of Product or other items necessary to render Product inoperative;
c) the right to withhold all services which would otherwise be required to be provided by FARO pursuant to the Warranties set out in Section 4.00 hereof;
d) the right to terminate any existing Software license agreement with Purchaser; and
e) the right to pursue any other available remedy, including without limitation suing to collect any remaining balance of the Purchase Price (i.e., accelerate the payment of the Purchase Price, causing the entire balance to immediately become due and payable in full).
1.05 Except as expressly set forth in Section 4.06, FARO does not permit returns on any Products shipped.
1.06 No waiver by FARO of its rights under these terms and conditions shall be deemed to constitute a waiver of subsequent breaches or defaults by Purchaser. In the event more than one Product is being purchased pursuant to the Order, unless otherwise set forth herein, each payment received by FARO from Purchaser shall be applied pro rata against the cost of each Product rather than being applied to the Purchase Price of any Product.
1.07 Purchaser shall pay FARO all costs and expenses of collection, suit, or other legal action to enforce the Order, including, but not limited to, all actual attorneys' and paralegal fees and collection costs FARO may assign any cause of action that it has against Purchaser without Purchaser's consent.
- 2.00 Delivery and Transportation
2.01 Delivery dates set forth in the Order are estimates and not guarantees, and are based upon conditions at the time such estimates are given.
2.02 FARO shall not be liable for any loss or damage, whether direct, indirect or consequential, resulting from delivery of Product past the estimated delivery date. If Product is not delivered within 90 days of the estimated delivery date, Purchaser's sole remedy shall be to cancel the Order and to recover from FARO, without interest or penalty, the amount of the down payment or deposit and any other part of the Purchase Price which has been paid by Purchaser. Notwithstanding the foregoing, such right of cancellation shall not extend to situations where delayed delivery is due to a Force Majeure Event (as defined in Section 9.01). Any delays resulting from a Force Majeure Event shall extend estimated delivery dates by the length of such delay.
2.03 If there is a shortage of Product, excessive demand for Product or any other reason for which FARO is unable to supply the full amount of Product specified in Purchaser's Order, FARO reserves the right to allocate its available supply of Product among its customers and distributors. The allocation of Product shall be in such a manner and in such amounts as FARO determines in its sole discretion.
2.04 Responsibility for all costs and risks in any way connected with the storage, transportation and installation of Product shall be borne entirely by Purchaser. If any disagreement arises as to whether or not damage to Product was in fact caused in storage, in transit or on installation, the opinion of FARO's technical advisors, acting reasonably, shall be conclusive.
2.05 Unless otherwise agreed to by FARO in an Order, Product shall be delivered by FARO at FARO's premises EXW (Ex Works) as defined in Incoterms 2010.
- 3.00 Installation, Operator Training and Maintenance
3.01 Purchaser shall be responsible for installation of Product, including, without limitation, the preparation of its premises, the uncrating of Product and setting up of Product for operation.
3.02 Subject to Section 4.00, Purchaser shall be responsible for all maintenance of Product.
- 4.00 Warranties and Exclusions; Exclusive Remedies and Disclaimers
4.01 Subject to Section 4.05, FARO warrants that any Product (but excluding Software and services) shall be free from material defects in workmanship or material affecting the fitness of Product for its usual purpose under normal conditions of use, service and maintenance. FARO makes no warranty that any Product will operate in an uninterrupted or error free manner.
4.02 Subject to Section 4.05, FARO warrants that any Software shall operate substantially according to written user documentation provided by FARO. FARO makes no warranty that any Software will operate in an uninterrupted or error free manner.
4.03 The warranties set out in paragraphs 4.01 and 4.02 above (together, the "Warranties") shall expire at the end of the twelve (12) month period commencing on the last day of the calendar month in which Product was delivered to Purchaser (the "Warranty Period").
4.04 To properly make a claim under the Warranties, Purchaser must deliver written notice to FARO during the Warranty Period, at FARO's contact information set forth on the Order, of a breach of the Warranties, together with a description of such breach in reasonable detail. Within a reasonable time following receipt of such proper notice FARO shall have Product diagnosed by its service personnel. Nothing herein contained shall be construed as obligating FARO to make service, parts, or repairs available for any breach reported after the expiration of the Warranty Period. If Product is determined by FARO, in its reasonable opinion, to be covered by and in breach of the Warranties, FARO will, as Purchaser's sole and exclusive remedy, repair or adjust Product to the extent determined by FARO to be necessary or, at the option of FARO, will replace Product with replacement Product or parts therefor at no cost to Purchaser, other than the cost of shipping Product to FARO pursuant to Section 4.06. If Product is determined by FARO, in its reasonable opinion, not to be in breach of the Warranties, Purchaser shall pay the cost of service, which shall be the amount that FARO would otherwise charge for an evaluation under a non-warranty service evaluation.
4.05 The Warranties shall not apply to or cover:
a) Any defects in any component of a Product if, in the reasonable opinion of FARO, (i) Product has been improperly stored, installed, operated, or maintained; (ii) the defect was caused by or relates to misuse or extraordinary use of Product, or to use of Product outside the purpose for which Product was designed and manufactured; (iii) Purchaser has permitted unauthorized modifications, additions, deletions, adjustments and/or repair to any Software, hard drive structure or content, or any other part of Product, or which might otherwise affect Product; or (iv) the defect was caused by, or repairs are required as a result of, causes external to FARO workmanship or the materials used by FARO. As used herein, "unauthorized" means that which has not been approved and authorized by FARO in writing.
b) Any replacement of expendable items, including, but not limited to, fuses, diskettes, printer paper, printer ink, printing heads, disk cleaning materials, or similar cleaning items.
c) Minor preventive and corrective maintenance, including, but not limited to, replacement of fuses, disk drive head cleaning, fan filter cleaning and system clock battery replacement.
d) Any Product or component which was sold or transferred to any party other than the original Purchaser unless transferred in accordance with section 4.11 or prior express written consent is obtained.
e) Any defect in or related to Product which FARO cannot duplicate with reasonable effort.
f) Any defect in or related Product caused by materials, including hardware, software or data not supplied by FARO.
g) Any defect caused or resulting from accident, physical, electrical or magnetic stress, failure of electric power, air condition or environmental controls, use in or with defective or non-compatible equipment, hardware, software or data.
h) Any defect or problem caused by changes in the operating characteristics of computer systems, hardware or software developed after Product is delivered.
i) Any Product exported by Purchaser outside of the United States or Canada.
j) Any demonstration or used Product.
k) Any services of FARO. ALL SERVICES OF FARO ARE PROVIDED TO PURCHASER 'AS IS' WITHOUT WARRANTY OF ANY KIND.
l) Any Third Party Product sold or included with the Products. Such Third Party Products are provided with the manufacturer's warranties, if any, which FARO is permitted to pass on to Purchaser. OTHERWISE, SUCH THIRD PARTY PRODUCTS ARE PROVIDED TO PURCHASER 'AS IS' WITHOUT WARRANTY OF ANY KIND.
- 4.06 Factory Repairs
a) IF PRODUCT IS UNDER WARRANTY: Purchaser agrees to ship Product to FARO in the original packing container at Purchaser's sole cost and expense. FARO will return the repaired or replacement Product to Purchaser at FARO's sole cost and expense.
IF PRODUCT IS UNDER A SEPARATE PREMIUM SERVICE PLAN: When practical, as determined by FARO in its sole discretion, and subject to availability, FARO will make available to Purchaser substitute component parts or substitute Product ("Temporary Replacements") as appropriate while Purchaser's Product is undergoing repair. Shipping charges for these Temporary Replacements will be the responsibility of FARO.
b) IF PRODUCT IS NOT UNDER WARRANTY: Purchaser shall be responsible for the cost of any repair or replacement of any part, Software or Product, together with all shipping charges related to such repair or replacement. All charges shall be estimated and prepaid by Purchaser to FARO prior to commencement of repairs.
- 4.07 FARO may authorize the manufacturer of a component of Product to perform any Warranty service.
4.08 Purchaser's sole and exclusive remedy, and FARO's sole and exclusive liability hereunder, with respect to breach of warranty relating to any Product, consists of the obligation to repair, adjust or replace Product as provided in Section 4.04.
- 4.09 DISCLAIMER OF WARRANTIES. THE WARRANTIES SPECIFIED IN THIS SECTION 4.00 ARE THE COMPLETE WARRANTIES BETWEEN FARO AND PURCHASER. THEY SUPERSEDE ALL PROPOSALS, PROMOTIONS, ADVERTISEMENTS, REPRESENTATIONS OR PRIOR WARRANTIES, VERBAL OR WRITTEN, AND ANY COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THESE WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION 4.00, FARO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION OR QUALITY, AND NON-INFRINGEMENT.

4.10 FARO does not authorize any person (whether natural or corporate) to assume for FARO any liability in connection with or with respect to Product. No agent or employee of FARO has any authority to make any representation or promise on behalf of FARO, except as expressly set forth herein or in the Order, or to modify the terms or limitations of the Warranties. No verbal statements shall be binding upon FARO.

4.11 The Warranties extend only to Purchaser and are transferable by Purchaser only under the following conditions:

1. Product is currently within the Warranty Period;
2. The new owner is, or becomes, a Certified User;
3. A FARO warranty transfer form is completed and submitted to FARO Customer Service.

4.12 All claims under the Warranties must originate with Purchaser, or any subsequent owner that becomes a Certified User, and Purchaser will indemnify, defend and hold FARO harmless from any and all claims, liabilities, damages, costs and expenses for breach of warranty asserted against FARO by any third party.

4.13 PURCHASER ACKNOWLEDGES THAT IT HAS PURCHASED PRODUCT BASED UPON ITS OWN KNOWLEDGE OF THE USES TO WHICH PRODUCT WILL BE PUT. FARO SPECIFICALLY DISCLAIMS ANY WARRANTY OR LIABILITY RELATED TO THE FITNESS OF PRODUCT FOR ANY PARTICULAR PURPOSE OR ARISING FROM THE INABILITY OF PURCHASER TO USE PRODUCT FOR ANY PARTICULAR PURPOSE.

4.14 FARO is an equal opportunity employer. All candidates for employment will be considered without regard to race, color, religion, sex, national origin, physical or mental disability, veteran status, or any other basis protected by applicable federal, state or local law.

5.00 Limitations of Liability

5.01 In no case shall FARO be liable for any indirect, special, incidental, punitive or consequential damages arising from any cause whatsoever, whether based in contract, tort (including without limitation negligence), strict product liability or any other theory of law (including without limitation theories of equitable relief), including, but not limited to, injury to or death of any operator or other person, damage or loss resulting from inability to use Product, increased operating costs, loss of production, loss of profits or revenues, loss of software or data, any cost or expense of providing substitute product or software during periods of, or resulting from, malfunction, non-use or maintenance or repair (except as provided in Section 4.06(b)), or damage to property. The disclaimer of liability for indirect, special, incidental, punitive and consequential damages extends to any damages which may be suffered by third parties, including without limitation, caused directly or indirectly resulting from test results or data produced by Product or any component thereof, and Purchaser agrees to indemnify and save FARO harmless from any such claims made by third parties.

5.02 FARO's maximum aggregate liability arising out of or relating to any Product from any cause whatsoever, whether based in contract, tort (including without limitation negligence), strict product liability or any other theory of law shall not exceed the Purchase Price received by FARO for the Product to which such liability relates. In all cases, FARO's maximum aggregate liability arising out of or relating to an Order shall not exceed the aggregate amounts paid by Purchaser to FARO under such Order.

5.03 The limitations of liability in this Section apply even if FARO had notice of the possibility of damages and even if any exclusive remedies fail of their essential purpose. Purchaser acknowledges that FARO has set its pricing in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth in these terms and conditions, and that the same form an essential basis of the bargain between the parties.

6.00 Design Changes

6.01 Product is subject to changes in design, manufacture and programming between the date of the Order and the actual delivery date.

6.02 FARO reserves the right to implement such changes without Purchaser's consent. Notwithstanding the foregoing, nothing contained herein shall be construed as obligating FARO to include such changes in Product provided to Purchaser.

7.00 Intellectual Property

7.01 As between FARO and Purchaser, FARO owns all ownership in all FARO Intellectual Property, and Purchaser shall not own or acquire any right, title or interest in any FARO Intellectual Property. FARO grants Purchaser only a limited, non-exclusive, non-transferable license to use any Software in object code form only and, unless otherwise set forth in an Order or approved in writing by FARO, only with Product in which such Software is installed or embedded.

7.02 Purchaser acknowledges and agrees that the Software contains trade secrets, and confidential and proprietary information, of FARO, and shall maintain all Software as confidential and proprietary information of FARO, and shall use no less than the same degree of care to avoid misuse or improper disclosure of the trade secrets, and confidential and proprietary information, than Purchaser uses with respect to its own similar information, which shall be no less than a reasonable degree of care. Purchaser shall not, in whole or in part, reproduce or duplicate (other than that which is necessary and incidental to the ordinary use of the Software in compliance with these terms and conditions, or for purpose of making one (1) archival or back-up copy of the Software), alter, modify, disassemble, reverse assemble, decompile, reverse compile, reverse engineer, sell, transfer, assign, sublicense, lease, rent or use in connection with a service bureau or to provide services to others, in any manner the Software, in whole or in part, or permit access to or use thereof by any third party.

7.03 Purchaser acknowledges that any unauthorized use of the Software, or any right therein, will result in irreparable harm to FARO, and that FARO shall be entitled to damages, lost profits, attorney's fees, costs, expenses, and injunctive relief, including without limitation temporary restraining orders, preliminary injunctions and permanent injunctions from any such unauthorized use.

7.04 Purchaser shall forthwith execute any further assurances in the form of non-disclosure or licensing agreements which may reasonably be required by FARO in connection with the Software.

8.00 Indemnification

Purchaser will defend, indemnify and hold harmless FARO against all claims, losses, liabilities, damages, costs and expenses either (a) on account of any damage to property or injury or death of persons caused by or arising out of Purchaser's (and/or any of Purchaser's employee's, agent's, affiliate's and customer's) distribution, storage, handling, use, or disposal of Product or caused by or (b) arising out of: (i) any breach of contract by Purchaser; (ii) any acts or omissions of Purchaser (and/or any of Purchaser's employees, agents, affiliates and customers); or (iii) any willful misconduct or any violation by Purchaser (and/or by any of Purchaser's employees, agents, affiliates and customers) of any applicable law, rule or regulation.

9.00 Force Majeure/ Entire Agreement / Governing Law / Miscellaneous

9.01 FARO shall not be liable for any loss, damage, detention or delay due directly or indirectly to any cause beyond FARO's control (a "Force Majeure Event"), including without limitation, compliance with any rules, regulations, orders or instructions of any federal, state, county, municipal or other government or any department or agency thereof, acts of god, acts or omissions of Purchaser, acts of civil or military authorities, fires, floods, embargoes, war or insurrection, labor interruption through strike or walkout, transportation delays, or inability or difficulties in obtaining necessary labor, manufacturing facilities, materials or transportation from its usual sources.

9.02 These terms and conditions and the Order into which they are incorporated by reference constitute the entire agreement between FARO and Purchaser in respect to Product subject to such Order. There are no representations or warranties by FARO, express or implied, except for those contained herein, and these terms and conditions supersede and replace any proposals, quotations, or agreements, whether oral or written, between FARO and Purchaser with respect to such Order.

9.03 No representative of FARO has any authority to modify, alter, delete or add to any of the terms or conditions hereof. Any such modifications shall be void and of no force and effect.

9.04 The terms and conditions hereof shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Purchaser and FARO agree that the sole and exclusive jurisdiction and venue for purposes of any and all lawsuits, disputes, causes of action, arbitrations or mediations shall be in either (a) the United States District Court for the Middle District of Florida, Orlando Division, or (b) the Business Court of the Ninth Judicial Circuit Court of Orange County, Florida.

9.05 These conditions shall not be construed more strictly against one party than another as a result of one party having drafted said instrument.

9.06 If any provision of these terms and conditions or the Order is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of these terms and conditions and the Order shall remain in full force and effect. Any provision of these terms and conditions or the Order held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

9.07 FARO AND PURCHASER HEREBY IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, UNDER OR IN CONNECTION WITH THE ORDER OR THESE TERMS AND CONDITIONS, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENT OR ACTION RELATED HERETO OR HERETO.

9.08 Any claim, action, suit or other proceeding initiated by Purchaser in connection with any Product must be brought within one year after delivery to Purchaser of the applicable Product to which such claim, action, suit or other proceeding relates.

9.09 Purchaser shall not export or re-export any Product in violation of applicable law, rules or regulations.

10.00 Definitions

10.01 "Certified User" means any person who has completed at full session of product-specific training for Product.

10.02 "FARO" means FARO Technologies, Inc.

10.03 "FARO Intellectual Property" means all intellectual property rights relating to any Product, including without limitation, patents, copyrights, trademarks, trade secrets, and know-how, and any derivative works, improvements, modifications, repairs, maintenance, enhancements and updates of any Product.

10.04 "Purchaser" means the party buying Product and who is legally obligated under the Order.

10.05 "Software" means all computer programs, disk drive directory organization and content, including without limitation the devices containing such computer programs disk drive directory organization and content, sold pursuant to the Order.

10.06 "Purchase Price" means the agreed-upon price of Product set forth in the Order.

10.07 "Third Party Product" shall mean any equipment, products, Software or services of a third party that FARO sells or makes available to Purchaser under an Order.

Backup material for agenda item:

4. Authorize the negotiation of a contract with Motorola for the installation of a northern communication site.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: December 7, 2016
 FROM: Police Department
 EXHIBITS:

SUBJECT: NORTHERN COMMUNICATIONS SITE.

REQUEST: AUTHORIZE THE NEGOTIATION OF A CONTRACT WITH MOTOROLA.

SUMMARY:

The City’s existing Motorola communications radio site (prime site) was constructed around 1988 and, at the time, was generally located within the center of the City of Apopka (City). Since then, the City has grown in both land area and population. This growth was directed generally to the north, to the Lake County line; and west, to Plymouth. Initially, the annexation of open areas had no direct impact on the radio communication coverage of the system; however, due to the increased construction on the north and west ends of the City, coverage for general City services and public safety communications has diminished. Motorola has provided public safety and general services radio communications for the City for well over 3 decades. More than 2 years ago, the Apopka Police Department began consulting with Motorola engineers to improve and expand the coverage in these impacted areas. The engineers and staff determined the prime site needed hardware and software upgrades; and a second site was necessary in order to take the radio system into the future, based upon City size and demographics. In the 2015-16 budget, the City allocated funds to execute an upgrade to the existing prime site. During the preparation of the 2016-17 budget, funding was allocated for a second site in the north of the City. The initial prime site upgrades have been completed and staff is ready to move forward with the negotiation and execution of the contract for the northern tower site.

This request is to allow staff to consult with Motorola, and negotiate and execute a contract, to identify a northern location for this facility. Due to consistency in product, Motorola Solutions, Inc., is a sole source provider for services and equipment in order to expand the City’s communications network. The approved funding in this budget is \$2,800,000 for construction, equipment installation, and engineering, and will be financed. This request includes a direction for staff to negotiate competitive financing. The City will be responsible for the initial site preparation and with this responsibility, the Department requests to use up to \$50,000 of the allocated funding for site preparation, if necessary.

FUNDING SOURCE:

Police Communications, Machinery and Equipment - FY16/17 Budget	
Tower site construction, equipment installation	\$2,750,000
Site preparation	\$ 50,000

RECOMMENDATION ACTION:

Authorize the Mayor, or Designee, to execute the contract on behalf of the City.

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

Backup material for agenda item:

5. Authorize a contract with the Department of Corrections for an inmate work squad..



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER

MEETING OF: December 7, 2016
FROM: Public Services
EXHIBITS: Contract

SUBJECT: INMATE WORK SQUADS CONTRACT

REQUEST: AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT WITH THE DEPARTMENT OF CORRECTIONS

SUMMARY:

On February 4, 2015, City Council approved Inmate Work Squad Contract. The contract will expire April 11, 2017.

The Department of Corrections has established a new contract and has requested the City execute it. The contract will be effective for a one-year term, beginning April 12, 2017, and is subject to one (1) one-year extension, with the same terms and conditions. The cost is \$57,497.00 per year, the same as the prior years.

FUNDING SOURCE:

Funding is included in the Street Improvement Fund – Inmate Division FY17 Budget.

RECOMMENDATION ACTION:

Authorize the Mayor or his designee to sign a contract with the Department of Corrections for an inmate work squad.

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

CONTRACT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
CITY OF APOPKA

This Contract is between the Florida Department of Corrections (“Department”) and the City of Apopka (“Agency”), which are the parties hereto.

WITNESSETH

WHEREAS, Section 944.10(7) and Section 946.40, Florida Statutes (F.S.) and Rules 33-601.201 and 33-601.202, Florida Administrative Code (F.A.C.), provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department’s staff;

WHEREAS, the City of Apopka is a qualified and willing participant with the Department to contract for an inmate work squad(s); and

WHEREAS, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

I. CONTRACT TERM/RENEWAL

A. Contract Term

This Contract shall begin on April 12, 2017, or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight one (1) year from the last date of signature by all parties or April 11, 2018, whichever is later. In the event this Contract is signed by the parties on different dates, the latter date shall control.

B. Contract Renewal

This Contract may be renewed for up to a one (1) year period, in whole or part, after the initial Contract period upon the same terms and conditions contained herein. The Contract renewal is at the Agency’s initiative with the concurrence of the Department. The decision to exercise the option to renew should be made no later than 60 days prior to the Contract expiration.

II. SCOPE OF CONTRACT

A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.
2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.
3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. Description of Services

1. Responsibilities of the Department

- a. Pursuant to Chapter 33-601.202(2)(a), F.A.C., supervision of the work squad(s) will be provided by the Department. The Department shall provide one (1) Correctional Work Squad Officer position(s) to supervise an inmate work squad(s). This Contract provides for one (1) work squad of up to six (6) inmates.
- b. The Department shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the officer's presence is required at the institution to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position(s) within five (5) business days.
- c. For security and other reasons, the Department shall keep physical custody of the vehicle furnished by the Agency. Unless otherwise specified, the Agency shall maintain physical custody of all Agency trailers and all tools, equipment, supplies, materials, and personal work items (gloves, boots, hard hats, etc.) furnished to the Department by the Agency. The Agency is responsible for the maintenance of all furnished equipment.
- d. In the event of damage to property as a result of an accident charged to a Department employee or blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.
- e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with **Addendum A**. Once the Agency reimburses the Department for the costs reflected on **Addendum A**, Section II., these items will be placed on the Department's property records, as appropriate, and upon the end or termination of this Contract such items will be transferred to the Agency.

- f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.
- g. The Department shall provide food and drinks for inmates' lunches.
- h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.
- i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.
- j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates.
- k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.
- l. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.
- m. Both parties agree that the Department is making no representations as to the level of skills of the work squad.

2. Responsibilities of the Agency

- a. The Agency shall periodically provide the Department's Contract Manager with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.
- b. If required, the Agency shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.
- c. The Agency shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.
- d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad. The Agency shall maintain its own inventory of transportation, tools, and equipment belonging to the Agency.
- e. The Agency shall provide vehicles for transportation of the work squads and is responsible for the maintenance of said vehicle.

3. Communications Equipment

It is the intent of this Contract that the work squad maintains communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Department's Contract Manager in writing prior to assignment of the work squad. Depending upon the method of communication provided, the Department's Contract Manager may require a secondary or back-up method of communication.

All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract. Under no circumstances shall the Agency accept the return of radio communications equipment provided to the Department under this Contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end or termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Bureau of Security Operations to effect the deprogramming of radio communications equipment provided by the Agency.

a. Vehicle Mounted Radios:

Vehicles provided by the Agency, that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies), will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand Held Radios:

Hand held radios provided by the Agency, that are or that will be programmed to the Department's radio frequency(ies), will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any hand held radio(s) provided by the Agency that is programmed to a Department radio frequency utilized by the Agency during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the Correctional Work Squad Officer as either a primary or secondary means of communication as approved by the Department's Contract Manager. The Department's Contract Manager shall designate whether the usage of a cellular phone is required on **Addendum A**. The cellular phone will be retained by the Department and, upon the end or termination of this Contract, returned to the Agency. The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Department's Contract Manager shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract, and shall notify the Agency if a trailer is necessary. The Department's Contract Manager shall designate whether the usage of an enclosed trailer is required on **Addendum A**.

If a trailer is required, it will be provided by the Agency at no cost to the Department. If the Department is to maintain control of the trailer when the squad is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. The Department shall maintain an inventory of all property, expendable and non-expendable, which is in the custody and control of the Department. Upon the end or termination of this Contract, the trailer and any non-expendable items will be returned to the Agency.

III. COMPENSATION

A. Payment to the Department

1. **Total Operating Capital To Be Advanced By The Agency**, as delineated in Section IV., of **Addendum A**, shall be due and payable upon execution of the Contract. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the work squad.
2. **Total Costs To Be Billed To The Agency By Contract**, as delineated in Section VI., of **Addendum A**, will be made quarterly, in advance, with the first payment equaling one-fourth of the total amount, due within two (2) weeks after the effective date of the Contract. The second quarterly payment is due no later than the 20th day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20th day of the last month of the preceding Contract quarter.
3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) business days, the next or subsequent billing will be adjusted by the Department for services not provided.
4. The Agency shall insure any vehicles owned by the Agency used under this Contract.
5. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in **Addendum A**, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Department of Corrections
Bureau of Finance and Accounting
Attn: Professional Accountant Supervisor
Centerville Station
Call Box 13600
Tallahassee, Florida 32317-3600

C. Submission of Invoice(s)

The name, address, and phone number of the Agency's official representative to whom invoices shall be submitted is:

Dennis F. Carter
City of Apopka
748 E. Cleveland Street
Apopka, Florida 32704-1229
Telephone: 407-703-1731
Fax: 407-703-1748
Email: dcarter@apopka.net

IV. CONTRACT MANAGEMENT

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, address, and phone number as indicated, as Contract Manager and Contract Administrator for the Project.

A. Department's Contract Manager

The Warden of the Correctional Institution represented in this Contract is designated Contract Manager for the Department and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the Agency. The position, address, and telephone number of the Department's Contract Manager for this Contract is:

Warden
Central Florida Reception Center
7000 H.C. Kelley Road
Orlando, Florida 32831
Telephone: (407) 207-7700

B. Department's Contract Administrator

The Contract Administrator is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Contract Manager for the Department.

The address and telephone number of the Department's Contract Administrator for this Contract is:

Contract Administrator
Bureau of Procurement
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3681
Fax: (850) 488-7189

C. Agency's Representative

The name, address, and telephone number of the representative of the Agency is:

Dennis F. Carter
City of Apopka
748 E. Cleveland Street
Apopka, Florida 32704-1229
Telephone: 407-703-1731
Fax: 407-703-1748

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered in writing to the other party and said notification attached to originals of this Contract.

V. CONTRACT MODIFICATIONS

Modifications to provisions of this Contract shall only be valid when they have been rendered in writing and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations, or increases/decreases in allocations make changes to this Contract necessary.

VI. TERMINATION/CANCELLATION

Termination at Will

This Contract may be terminated by either party upon no less than 30 calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department will be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency any advance payments, prorated as of last day worked.

VII. CONDITIONS

A. Records

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and Section 945.10, F.S., made or received by the Agency in conjunction with this Contract. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Contract.

B. Annual Appropriation

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of payments as outlined in **Addendum A** and in Section III., COMPENSATION.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Department's Contract Manager. Any dispute that cannot be resolved informally shall be reduced

to writing and delivered to the Director of Institutional Operations. The Director shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Department's Contract Administrator and Contract Manager.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV., CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

G. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

H. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Department of Corrections' Contract Manager.

I. Cooperation with Inspector General

In accordance with Section 20.055(5), F.S., the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

J. Sovereign Immunity

The Agency and the Department are state agencies or political subdivisions as defined in Section 768.28, F.S., and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

This Contract and Addendum A contain all of the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

AGENCY: CITY OF APOPKA

SIGNED
BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEID #: _____

DEPARTMENT OF CORRECTIONS

**Approved as to form and legality,
subject to execution.**

SIGNED
BY: _____

NAME: Kasey B. Faulk

TITLE: Chief, Bureau of Procurement

DATE: _____

SIGNED
BY: _____

NAME: Kenneth S. Steely

TITLE: General Counsel

DATE: _____

**Addendum A
Inmate Work Squad Detail of Costs for City of Apopka
Interagency Contract Number W1095 Effective April 12, 2017**

ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY

		Per Officer Annual Cost	Total Annual Cost
I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:			
Officers Salary	# Officers Multiplier	1	\$ 54,194.00 **
Salary Incentive Payment		\$ 1,128.00	\$ 1,128.00
Repair and Maintenance		\$ 121.00	\$ 121.00
State Personnel Assessment		\$ 354.00	\$ 354.00
Training/Criminal Justice Standards		\$ 200.00	\$ 200.00
Uniform Purchase		\$ 400.00	\$ 400.00
Uniform Maintenance		\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *		\$ 2,225.00	
TOTAL - To Be Billed By Contract To Agency		\$ 58,972.00	\$ 56,747.00

*Cost limited to first year of contract as this is not a recurring personnel/position cost.

** Annual cost does not include overtime pay.

IA. **The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

"

		Number Squads	Total Annual Cost
II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:			
Costs include but may not be limited to the following: Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.			
		1	\$ 750.00
TOTAL - To Be Billed By Contract To Agency			\$ 750.00

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES NO
ENCLOSED TRAILER REQUIRED: YES NO

Addendum A
Inmate Work Squad Detail of Costs for City of Apopka
Interagency Contract Number W1095 Effective April 12, 2017

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:			Per Unit Cost	Number of Units	Total Cost	Bill To Agency	Provided By Agency	Already Exists
Hand Held Radio	MACOM	\$4969.00	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle Mounted Radio	MACOM	\$5400.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
TOTAL Operating Capital To Be Advanced By Agency				1	\$ -			

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:	Total Cost
1. Operating Capital - from Section IV.	\$0.00
2. Grand Total - To Be Advanced By Agency At Contract Signing:	\$0.00

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:	Total Cost
1. Correctional Officer Salaries and Position-Related Expenses - from Section I.	\$56,747.00
2. Other Related Expenses and Security Supplies - from Section II.	\$750.00
3. Grand Total - To Be Billed To Agency By Contract:	\$57,497.00

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT: (Total of Sections V. and VI.)	\$57,497.00
--	--------------------

VIII. OVERTIME COSTS:
 If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for City of Apopka
Interagency Contract Number W1095 Effective April 12, 2017

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".
- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.
- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.
- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.
- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.
- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.
- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.
- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.

Backup material for agenda item:

6. Approve the alignment and construction of Brush Drive and a reallocation of funds.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: December 7, 2016
 FROM: Public Services
 EXHIBITS: DESIGN

SUBJECT: NEW ROAD CONSTRUCTION

REQUEST: APPROVE ALIGNMENT AND CONSTRUCTION OF BRUSH DRIVE AND A REALLOCATION OF FUNDS IN THE 2016-2017 APPROVED BUDGET

SUMMARY:

The Right-of-Way and stub out of Brush Drive from Rolling Hills Lane was constructed as a part of the Rock Springs Ridge Subdivision, Phase 6A. Brush Drive was anticipated to be extended west and connect to Jason Dwelley Parkway thus providing another access connection into Rock Springs Ridge. The City’s Engineering team has developed an alignment for Brush Drive from Jason Dwelley Pkwy to Rolling Hills Lane. This connection is vital for Fire Station 5 response times to the area. To accommodate the construction of Brush Drive the Transportation Impact Fees need to be reallocated as follows:

Transportation Impact Fees	Budgeted	+ / -	Balance
Old Dixie Highway from Hawthorne to Schopke Lester Road	\$750,000	-\$400,000	\$350,000
Brush Drive from Jason Dwelley Parkway to Rolling Hills Lane	-	+\$400,000	\$400,000
Total	\$750,000	\$0	\$750,000

FUNDING SOURCE:

Traffic Impact Fees FY 16/17 \$400,000 reallocation.

RECOMMENDATION ACTION:

Approve alignment & construction and a reallocation of funds in the 2016-2017 approved budget.

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 |

OCPA Web Map

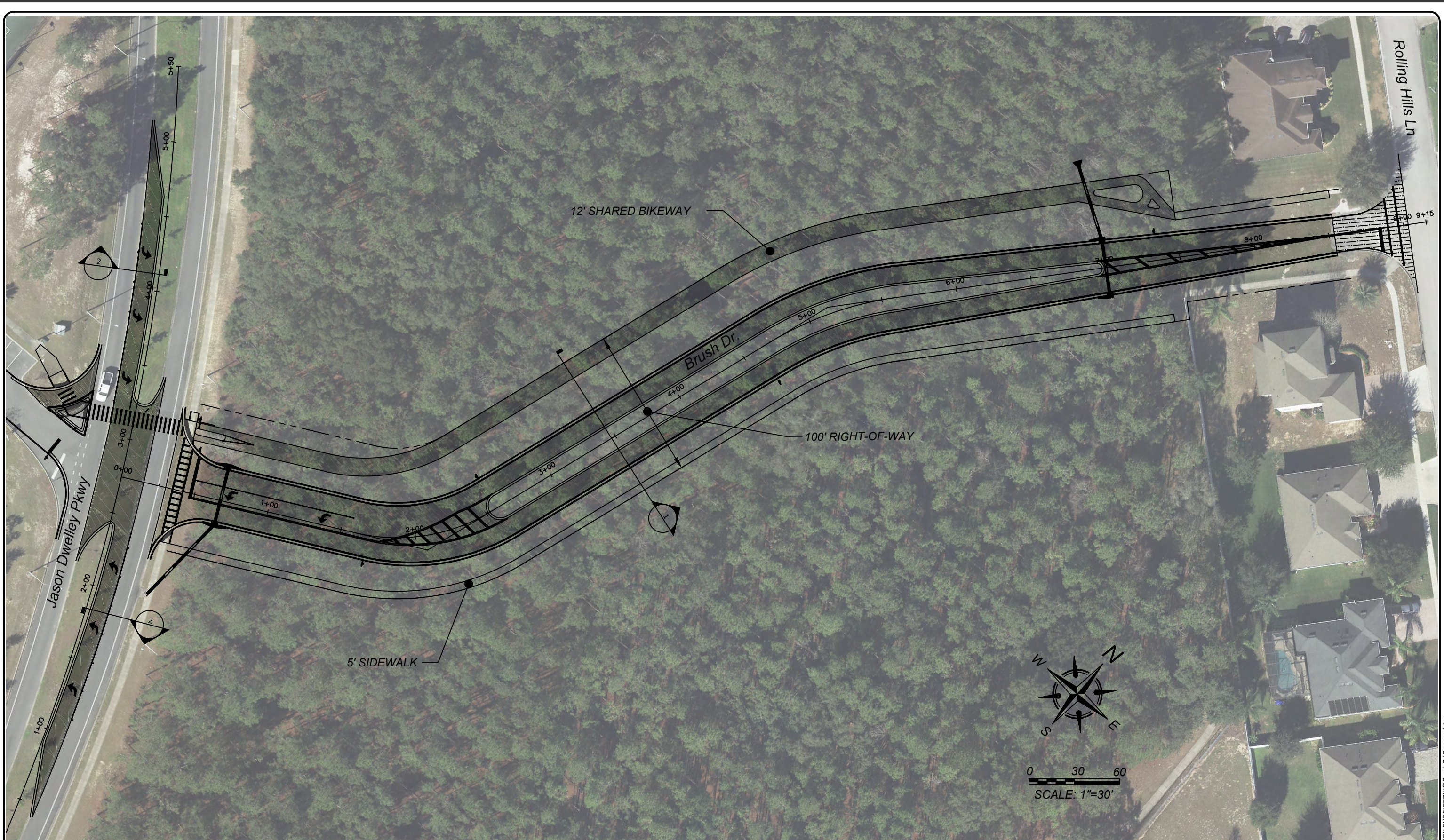
Florida turnpike	Major Roads	Proposed Road	Block Line	Commercial/Institutional	Hydro	Golf Course
Interstate 4	Public Road	Brick Road	Lot Line	Governmental/Institutional/Misc	Waste Land	Lakes and Rivers
Toll Road	Gated Roads	Rail Road	Residential	Commercial/Industrial/Vacant Land	County Boundary	Building
Road Under Construction	Proposed SunRail	Agriculture	Agricultural Curtilage	Parks	Hospital	

Courtesy Rick Singh, CFA, Orange County Property Appraiser



Created: 11/30/2016

This map is for reference only and is not a sur



NO.	REVISIONS:	DATE:



CITY OF APOPKA
PUBLIC SERVICES DEPARTMENT
DESIGN ENGINEERING DIVISION
 748 E. CLEVELAND STREET
 APOPKA, FLORIDA 32703
 TEL: (407) 703-1731
 FAX: (407) 703-1748

ENGINEERED BY:
 NARET TERAN, P.E.
 LICENSE NO. 73796

SIGNATURE _____
 DATE _____

PROJECT NAME:
 Brush Dr. - Roadway Extension

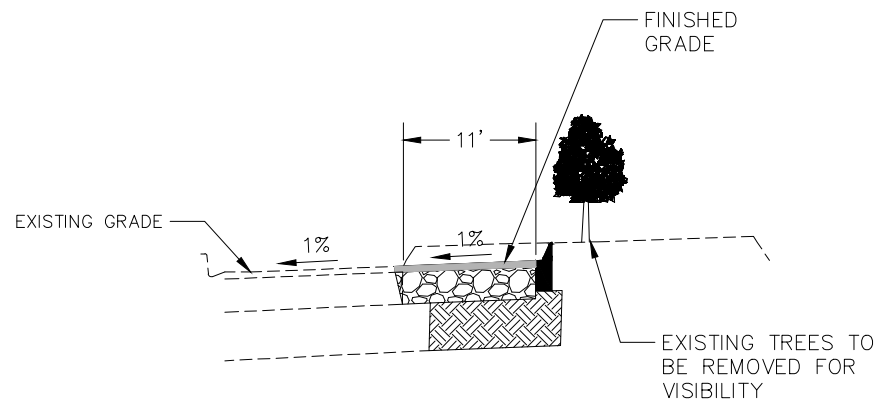
SCALE: AS NOTED

DATE: November, 2016

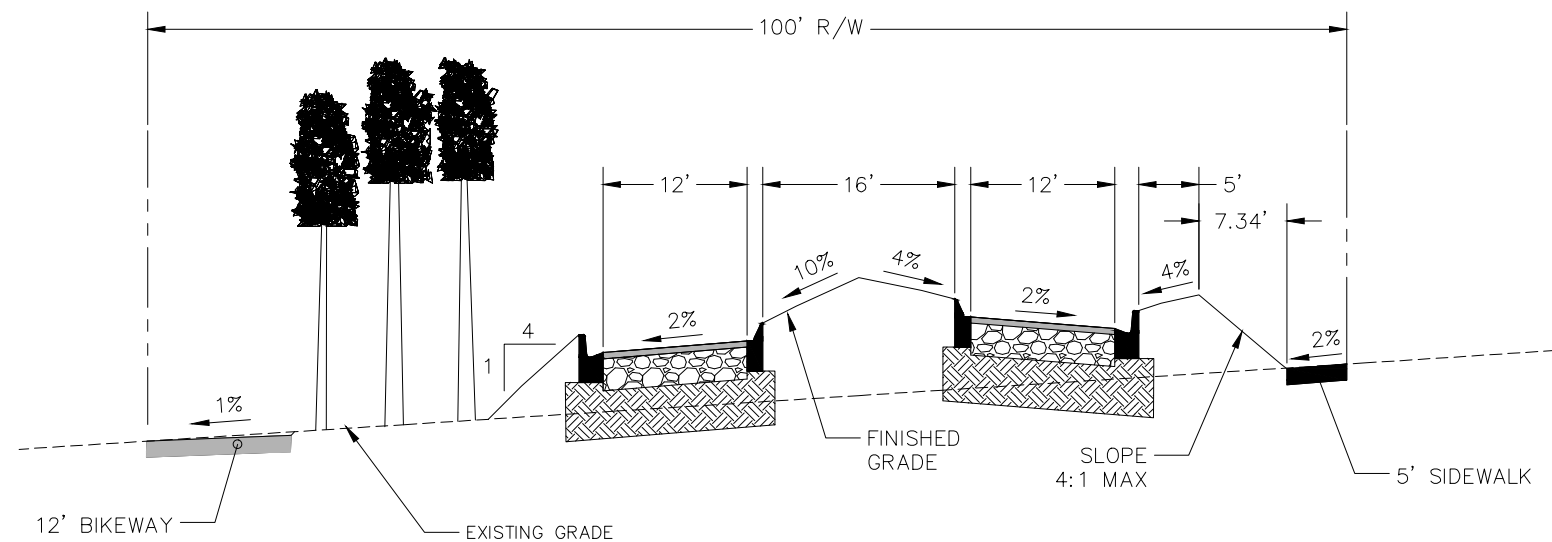
DWG File: Sheet 1 (Plan View)

SHEET DESCRIPTION:
PRELIMINARY PLANS
PLAN VIEW
(BRUSH RD., APOPKA, FL)

SHEET NO.
1



2 JASON DWELLEY PARKWAY TYPICAL SECTION NTS



1 BRUSH DRIVE TYPICAL SECTION NTS

NO.	REVISIONS:	DATE:



CITY OF APOPKA
PUBLIC SERVICES DEPARTMENT
DESIGN ENGINEERING DIVISION
 748 E. CLEVELAND STREET
 APOPKA, FLORIDA 32703
 TEL: (407) 703-1731
 FAX: (407) 703-1748

ENGINEERED BY:
 NARET TERAN, P.E.
 LICENSE NO. 73796

SIGNATURE _____
 DATE _____

58

PROJECT NAME:
 Brush Dr. - Roadway Extension

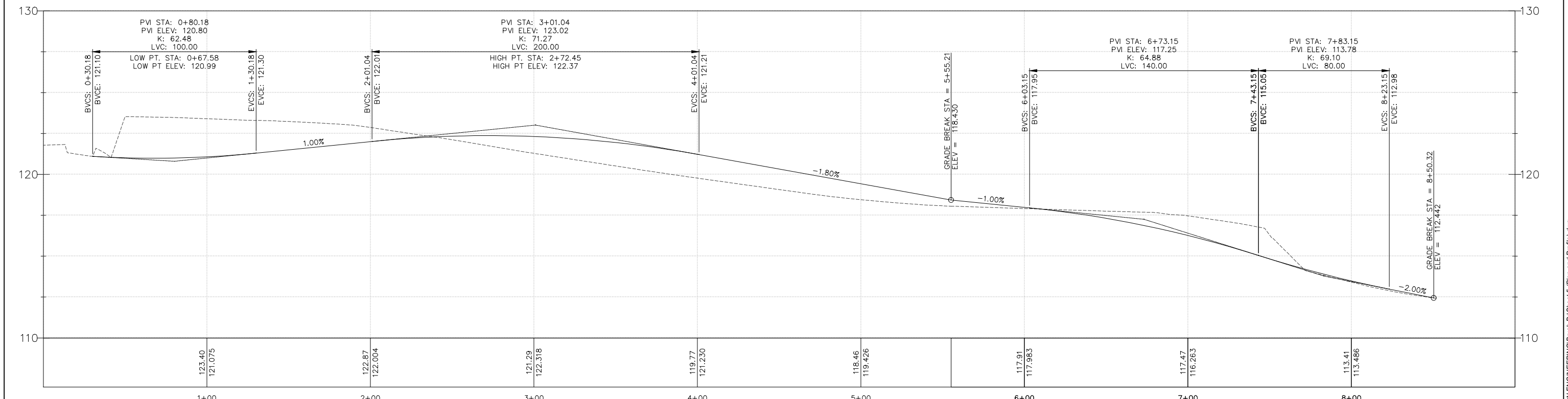
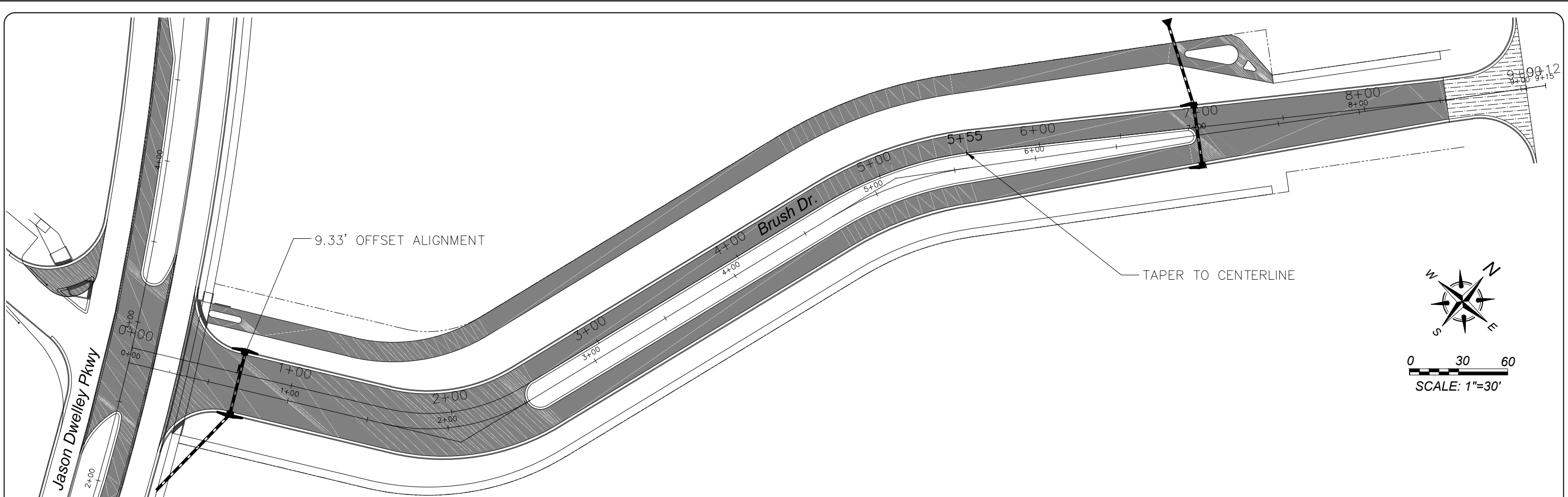
SCALE: AS NOTED

DATE: November, 2016

DWG File: Sheet 2 (Prelim)

SHEET DESCRIPTION:
 PRELIMINARY PLANS
 TYPICAL SECTIONS
 (BRUSH DR., APOPKA, FL)

SHEET NO.
2



NO.	REVISIONS:	DATE:



CITY OF APOPKA
PUBLIC SERVICES DEPARTMENT
DESIGN ENGINEERING DIVISION
 748 E. CLEVELAND STREET
 APOPKA, FLORIDA 32703
 TEL: (407) 703-1731
 FAX: (407) 703-1748

ENGINEERED BY:
 NARET TERAN, P.E.
 LICENSE NO. 73796

SIGNATURE _____
 DATE _____

PROJECT NAME:
 Brush Dr. - Roadway Extension

SCALE: AS NOTED

DATE: November, 2016

DWG File: Sheet 3 (Prelim Profile View)

SHEET DESCRIPTION:
PRELIMINARY PLANS
PLAN AND PROFILE VIEW
(BRUSH DR., APOPKA, FL)

SHEET NO.
3

Backup material for agenda item:

7. Authorize the purchase of a vehicle for the Fire Department.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: December 7, 2016
FROM: Public Services
EXHIBITS:

SUBJECT: CAPITAL EQUIPMENT

REQUEST: AUTHORIZE THE PURCHASE OF NEW EQUIPMENT FROM HUB CITY FORD

SUMMARY:

The purchase of new capital equipment for the Fire Department Public Educational Officer. The F-150 would replace inoperable equipment. Pricing of \$33,732 is made available from Hub City Ford through the Florida Sheriffs Association Contract.

FUNDING SOURCE:

Funding is included in the General Fund FY16/17 Budget.

RECOMMENDATION ACTION:

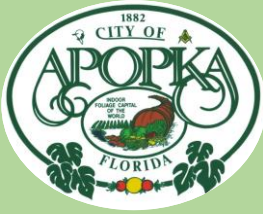
Authorize the purchase of capital equipment in the amount of \$33,732.

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

Backup material for agenda item:

8. Authorize the purchase of one Rear Loader Refuse for the Sanitation Division.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: December 7, 2016
 FROM: Public Services
 EXHIBITS:

SUBJECT: ISUZU REAR LOADER REFUSE TRUCK FOR SANITATION

REQUEST: AUTHORIZE THE PURCHASE OF ONE REAR LOADER REFUSE TRUCK

SUMMARY:

The purchase of one new Rear Loader Sanitation truck. Pricing is made available through the Florida Sheriffs Association Contract. The truck is priced at \$98,277.

FUNDING SOURCE:

Funding is included in the Sanitation Fund FY17 Budget.

RECOMMENDATION ACTION:

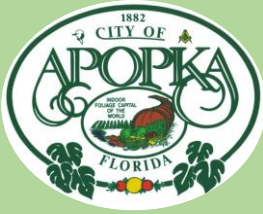
Authorize the purchase of one Rear Loader Refuse Truck through the Florida Sheriffs Association Contract, in the total amount of \$98,277.

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

Backup material for agenda item:

9. Authorize a Change Order for the Water Reclamation Facility Expansion and Improvements Project.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: December 7, 2016
 FROM: Public Services
 EXHIBITS: Agreement

SUBJECT: WATER RECLAMATION FACILITY EXPANSION DESIGN ENGINEERING SERVICES CHANGE ORDER NO. 1

REQUEST: AUTHORIZE THE CITY ADMINISTRATOR TO SIGN CHANGE ORDER NO. 1 WITH TETRATECH, INC. FOR ADDITIONAL DESIGN ENGINEERING SERVICES FOR THE WATER RECLAMATION FACILITY EXPANSION AND IMPROVEMENTS IN THE AMOUNT OF \$262,979.00.

SUMMARY:

On February 3, 2016, the City Council approved a contract with Tetrattech Inc. for engineering, CMAR, permitting and construction management services for the Water Reclamation Facility expansion.

It has been determined that a modification of the current design to remove the pretreatment and flow equalization facilities from the West Plant and design and construct these facilities at the new East Plant, will reduce the amount of construction required at the existing facility and therefore reduce the complexity of construction. Benefits of authorizing this change will include, 1) a reduction in yard piping to be installed for pretreatment and flow equalization facilities, 2) a reduction in flowmeters required for the facilities as a result of constructing one pretreatment structure, versus constructing and modifying two structures, and 3) a reduction in required odor control infrastructure. These changes are anticipated to result in both a cost savings, as well as, a time savings to the City for construction, thus providing the opportunity to expedite the construction time of the project. This modification of the current design and construction of these facilities at the new East Plant will make the new facilities more consistent with the City’s future expansion plans.

FUNDING SOURCE:

Capital Improvement Fund Sewer Impact Fee Fund. Project funding will be reimbursed through the FDEP State Revolving Fund (SRF) Loan Program.

RECOMMENDATION ACTION:

Authorize the City Administrator to execute Change Order No. 1 with Tetrattech Inc. for additional design engineering services for the Water Reclamation Facility Expansion and Improvements project for \$262,979.00.

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 |



November 3, 2016

Tetra Tech Project No. 200-53076-16001

Mr. R. Jay Davoll, PE
Public Services Director/City Engineer
City of Apopka
748 Cleveland Street
Apopka, FL 32704-1229

**Subject: Apopka WRF Expansion Engineering Services
Amendment No. 1 Proposal**

Dear Jay,

Please find attached the Scope of Services and Fee Proposal for Amendment No. 1 to the above-referenced project.

The original scope of services included revisions and/or minor changes to the original AECOM expansion documents which were not anticipated to result in significant alterations to the design concepts. The City would like to modify the current design to remove the pretreatment and flow equalization facilities from the West Plant, as currently designed, to the East Plant. This will reduce the amount of construction required at the existing facility and therefore complexity of construction and is more consistent with the City's ultimate future plant expansion plans. Specific details regarding the anticipated facilities and services are presented in the attached scope of services and fee proposal.

We appreciate the opportunity to work with the City on this project and look forward to its successful completion. If you have any questions or need anything further, please let us know.

Sincerely,

Tetra Tech

A handwritten signature in black ink, appearing to read 'Daniel L. Allen'.

Daniel L. Allen, PE
Senior Project Manager

DLA/ Apopka WRF Exp/200-53076-16001/2016-11-03 Apopka WRF Davoll

Attachments

C: Kevin Burgess, City of Apopka
Brenda L. Keenan, PE, Tetra Tech
Jon D. Fox, PE, Tetra Tech

AMENDMENT NO. 1**CITY OF APOPKA
WATER RECLAMATION FACILITY****EXPANSION SCOPE OF SERVICES****PROJECT DESCRIPTION**

The City of Apopka (City) intends to expand its existing Water Reclamation Facility (WRF) from a current permitted capacity of 4.5 MGD on an AADF basis to 8.0 MGD-AADF. The expansion concept for the City's WRF is based primarily on utilizing bidding documents prepared by AECOM dated November 2010 with the exception to the revisions described below.

- The influent characteristics of the raw sewage have changed significantly since 2010 which will necessitate additional anoxic and aerobic volumes in the new process trains above the volumes proposed in 2010. The rated capacity of the existing process trains will also need to be decreased while the capacity of the new trains will need to be increase to maintain the total desired capacity of 8.0 MGD-AADF.
- The City intends to implement a thermal sludge drying concept for sludge stabilization at their WRF in lieu of the previously proposed solar drying system.
- Tetra Tech will need to assume responsibility of significant portions of the existing design as a “successor engineer” pursuant to FAC Rule 61G15-27-001. This will necessitate preparing design calculations, reviewing the current documents, and, if necessary, revising the current design.

The original scope of services included revisions and/or minor changes to the current expansion concepts which were not anticipated to result in significant alterations to the current design concepts. The City would like to modify the current design to remove the pretreatment and flow equalization facilities from the West Plant as currently designed to the East Plant. This will reduce the amount of construction required at the existing facility and therefore complexity of construction and is more consistent with the City's ultimate future plant expansion plans. Specific details regarding the anticipated facilities and services are presented below.

II. SCOPE OF WORK

The following tasks will be performed under this Scope of Work:

- Task 1: Document Revisions
- Task 2: Permitting Services
- Task 3: Surveying
- Task 4: Geotechnical Services

Task 1: Document Revisions

Tetra Tech will revise drawings and specifications to incorporate the following changes.

- Demolition of the existing West Plant Preliminary Treatment Structure, equipment, and associated electrical.
- Demolition and piping modifications to the influent force main piping configurations to redirect influent from the existing 18 inch force main and 30 inch force main east along Cleveland Street to the new proposed 8.0 MGD Preliminary Treatment Structure located at the East Plant.
- Removal of the proposed 4.0 MGD Preliminary Treatment Structure, equipment and electrical from the West Plant.
- Removal of the proposed modifications to convert the existing package plant to flow equalization.
- Removal of the proposed West Plant Anoxic Basin, equipment and electrical.
- Revise design to modify the outer ring of the existing package plant to an anoxic tank including replacing the inner ring of the tank, adding mixers, and stair and walkways.
- Remove proposed Odor Control equipment and electrical from West Plant
- Evaluate generator sizing at the West Plant to determine whether the generators can be reduced in size.
- Design a new 8.0 mgd ADF/16.0 mgd PHF Preliminary Treatment Structure to be located at the East Plant using similar equipment and field instrumentation as the current design for the West Plant pretreatment processes except as follows.
 - The new Preliminary Treatment Structure will not include a gravity bypass around flow equalization to the anoxic basins. A gravity bypass will be provided to direct flows from the Preliminary Treatment Structure to a wetwell and pumped downstream the anoxic basins.
 - The design will be based on the following:
 - 1-24-in flow meter
 - 1-Mechanical Bar Screen
 - 1-Screenings Washer/Compactor
 - 1-Grit Collection Unit
 - 1-Grit Classifier
 - 2- Grit Pumps, constant speed
- Design new Flow Equalization Tank to be located at the East Plant using similar equipment and field instrumentation as the current design for the West Plant flow equalization process except as follows.
 - The new Preliminary Treatment Structure will have a gravity bypass around the flow equalization tank that will discharge to a wetwell and then pumped downstream to the anoxic basins by the flow equalization pumps. Therefore the pumps will be sized to pump up to PHF with the largest unit out of service.

AMENDMENT NO. 1
CITY OF APOPKA WATER RECLAMATION FACILITY EXPANSION

- The design will be based on the following:
 - 3-60 HP Flow Equalization Pumps with VFDs (To West Plant)
 - 3-60 HP Flow Equalization Pumps with VFDs (To East Plant)
 - 2-100 HP Blowers with VFDs
-
- Design new East Plant odor control system to treat odorous air collected at the East Plant Preliminary Treatment Structure and Flow Equalization Tank using similar equipment and field instrumentation as the current design for the West Plant odor control system.
 - Revise paving, grading and drainage for the above described changes.
 - Revise lighting plan in affected areas.
 - Revise electrical building equipment where appropriate.
 - Revise HVAC and other mechanical work in the effected buildings.
 - Revise yard piping as appropriate for the above described changes.
 - Design a new influent force main along Cleveland Street to redirect raw wastewater from the existing Preliminary Treatment Structure at the West Plant to the new Preliminary Treatment Structure at the East Plant.
 - Submit revisions to FDEP SRF to supplement the previously submitted plans and specifications.

Task 2: Permitting Services

Permits will need to be modified from FDEP and the City of Apopka to allow construction of the project. A summary of the various work items to be completed under this task is presented below.

1. FDEP Wastewater Permit
 - a. Prepare and submit FDEP Forms and supporting documentation in order to pursue a modification to the City's current "Wastewater Permit".
 - b. Respond to up to two requests for additional information (RAIs) from FDEP.
2. ERP
 - a. Prepare and submit FDEP Forms and supporting documentation in order to pursue a modification to the City's current Environmental Resource Permit.
 - b. Respond to up to two requests for additional information (RAIs) from FDEP.
3. Building Permit
 - a. Prepare and submit documentation of changes for a building permit to the City's Building Division along with required supporting documents.
 - b. Respond to up to two requests for additional information from the City's Building Division.

Task 3: Survey

Tetra Tech’s surveyor will provide a topographical survey of the proposed influent force main project area of the right-of-way along Cleveland Street or within the plant site from the northwest corner of the site to the proposed location where the force main will enter the plant site.. All Survey performed by Tetra Tech will comply with "Minimum Technical Standards" established by the State of Florida. The coordinates for this project will conform to State Plan Coordinates.

Task 4: Geotechnical Services

Perform a geotechnical investigation to facilitate design of the proposed influent force main and proposed structures as described above. Recommendations for design of the force main and proposed structures, together with all data developed during the exploration, will be submitted in a written report.

IV. COMPENSATION SUMMARY

The total lump sum compensation for the Scope of Services described in Section II is summarized below.

Phase	Total
Task 1: Document Revisions	\$ 204,974.00
Task 2: Permitting Services	\$ 34,392.00
Task 3: Survey Services	\$ 14,302.00
Task 4: Geotechnical Services	\$ 9,311.00
Total	\$ 262,979.00

V. SCHEDULE

The work effort described herein will be completed in accordance with the proposed schedule provided below:

Milestone	Completion Date
Approval of Change Order	11/16/2016
50% Design Documents and draft FDEP permitting updates	1/18/2017
City Review	1/25/2017
FDEP Wastewater and ERP modification submittal	2/8/2017
Resubmittals for FDEP SRF and Building Department	3/22/2017

V. SERVICES NOT INCLUDED

The following services are not included in this scope of work, and may be performed under a separate task authorization, if authorized:

- SRF Facilities Plan Revisions.
- Environmental Audit Services.
- WRF Operations or Maintenance.
- Permit Compliance or Negotiations with FDEP.
- Mitigation Services.
- Asbestos Evaluations.

Backup material for agenda item:

10. Award a Professional Services Agreement to update the Land Development Code.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: December 7, 2016
 FROM: Community Development
 EXHIBITS: Agreement

SUBJECT: LAND DEVELOPMENT CODE

REQUEST: AWARD A PROFESSIONAL SERVICES AGREEMENT TO CLARION ASSOCIATES, LLC

SUMMARY:

On July 1, 2016, the City received qualifications, data and expressions of interest for professional services related to the update of the Land Development Code. The Land Development Code has not been updated since 1993. Although some changes to the code have been made on a case-by-case basis to address specific problems, no overall evaluation of the code has been conducted to ensure consistency both internally and with the Comprehensive Plan. An Evaluation Committee consisting of the Community Development Director (Mr. Reggentin at that the time), Public Services Director, Planning Manager, Senior Project Coordinator and Planner II reviewed the qualifications and ranked the firms.

On September 7, 2016 City Council approved staff to negotiate with the top-ranked firm, Clarion Associates LLC.

Staff is requesting final approval of the attached Agreement.

FUNDING SOURCE:

FY Budget 2015-2016: \$100,000 was budgeted and will be carried forward.
 FY Budget 2016-2017: An additional \$100,000 is budgeted.
 The remaining \$37,710 will be funded through reserves requiring a budget amendment during FY 2016/17.
 Total Project: \$237,710

RECOMMENDATION ACTION:

Approve the Agreement for Professional Services with Clarion Associates, LLC to prepare a revised Land Development Code.

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 |

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, effective as of the 7th day of December, 2016, by and between the City of Apopka, Florida, (hereinafter referred to as the Client), and Clarion Associates, LLC, a Colorado Limited Liability Company doing business in Florida (hereinafter referred to as the Contractor).

WHEREAS, the Client desires to undertake revisions to its Land Development Code; and

WHEREAS, the Client desires to engage the Contractor to render these professional services in connection with this project; and

WHEREAS, the Contractor desires to undertake the project.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **Scope of Services**

The Contractor agrees to provide professional services to prepare a revised Land Development Code (hereinafter referred to as the LDC) for Client. The services to be performed are described in Exhibit A attached hereto and incorporated herein (Exhibit A is titled "Scope of Services"). The Client agrees to provide supporting services to the Contractor as described in Exhibit A.

2. **Time of Performance**

The services of the Contractor are to commence on the date of execution of this Agreement by both Client and Contractor, and will be undertaken and completed consistent with the schedule set out in Exhibit A. The time of performance may be extended by mutual agreement of the parties.

3. **Method of Payment & Total Project Amount**

The Client shall compensate Contractor for its services in accordance with the Compensation Schedule set out in Exhibit B. It is understood and agreed that the total compensation and reimbursement to be paid for the professional services rendered under this Agreement shall not exceed the sum of \$237,710.00. Contractor may invoice Client on a monthly basis for the percent of work completed on each task, and Client will pay Contractor within 30 days of receipt of the invoice, as long as the work is completed to the Client's reasonable satisfaction. By mutual agreement, the Client and Contractor may reallocate the budget among project tasks if the total budget amount remains unchanged.

4. **General Terms and Conditions**

A. **Termination of Agreement**

The Client shall have the right to terminate this Agreement, with or without cause, by giving written notice to the Contractor of such termination and specifying the effective date thereof, which notice shall be given at least 30 days before the effective date of such termination. In such event all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement shall become the Client's property. Contractor shall be entitled to receive compensation in accordance with the Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the date of termination.

B. **Changes**

The Client may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including the increase or decrease in the amount of the Contractor's compensation, shall be mutually agreed upon between the Client and the Contractor.

C. **Assignability**

Any assignment or attempted assignment of this Agreement by Contractor without the prior written consent of the Client shall be void; provided, however, that claims for money due or to become due Contractor from the Client under this Agreement may be assigned to a bank, or other financial institution, without such approval. Notice of any such assignment or transfer shall be furnished to the Client.

D. **Audit**

The Client or any of its duly authorized representatives shall have access to any books, documents, papers, and records of Contractor which are pertinent to Contractor's performance under this Agreement, for the purposes of making an audit, examination, or excerpts. The Contractor shall maintain records for three years after the agreement ends.

E. **Ownership of Documents**

Drawings, specifications, guidelines and other documents prepared by Contractor in connection with this Agreement shall be property of the Client. However, Contractor shall have the right to utilize such documents in the course of its marketing, professional presentations, and for other business purposes.

F. **Assignment of Copyrights**

Contractor assigns to Client the copyrights to all work prepared, developed, or created pursuant to this agreement. This includes the right to: 1) reproduce the work; 2) prepare derivative works;

3) distribute copies to the public; and 4) to display the work publicly. Contractor shall have the right to use materials produced in the course of this contract for marketing purposes and professional presentations, articles, speeches and other business purposes. Nothing in this Agreement shall divest either party of its intellectual property.

G. Governing Law

This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Florida. Contractor shall also comply with all applicable state and federal laws and regulations and resolutions of Client, and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Agreement.

H. Subcontractors

Subcontractors may be utilized if approved by the Client. PlanActive Studio is authorized by Client as a subcontractor.

I. Notices

Any notice concerning the terms and conditions of this Agreement from Contractor to the Client shall be in writing and delivered, either personally or by mail (postage prepaid), by telegram or email transmission and shall be addressed as follows:

James K. Hitt, FRA-RA
Community Development Director
City of Apopka
120 E. Main St., 2nd Floor
P.O. Box 1229
Apopka, FL 32704-1229
407-703-1712
jhitt@apopka.net

Notices to Contractor from Client shall be in writing and delivered, either personally or by mail (postage prepaid), by telegram or email transmission and shall be addressed to:

Craig Richardson, Director
Clarion Associates
101 Market Street, Suite D
Chapel Hill, North Carolina 27516
Facsimile number: (919) 967-9077
Email: crichardson@clarionassociates.com

Notices shall be deemed effective upon delivery in the event of personal delivery, and after three days when mailed, postage prepaid; if transmitted by fax or email, upon verified receipt of the electronic transmission. Either party may change its address in reference to notices by written notification to the other party.

5. **Indemnification**

Contractor agrees to protect, defend, indemnify and hold the Client and its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof and caused by the negligence of the Contractor or subcontractors.

6. **Independent Contractor**

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of the Agreement shall be and remain at all times, employees of the Contractor for all purposes. The Contractor, its agents and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees of Client.

7. **Certificate of Insurance**

Contractor agrees to procure all of the insurance specified below and shall submit a Certificate of Insurance, from an insurer duly authorized to do business in Florida, naming the City of Apopka, Florida, as an additional insured:

A. **Workers' compensation insurance**

Workers' Compensation insurance for all employees who are engaged in the work under the agreement.

B. **Motor vehicle liability insurance**

Contractor shall take out and maintain during the life of this agreement, such motor vehicle liability insurance as shall protect Contractor while performing work covered by this agreement from claims for damages which may arise from operations by Contractor or by any other persons directly or indirectly employed by Contractor and the amounts of such insurance shall be as follows: On all motor vehicles owned, leased or otherwise used by Contractor in an amount not less than \$1,000,000.00 (combined single limit) for bodily injury including death and property damage combined.

C. Professional liability insurance

Contractor shall procure and maintain coverage in the amount of not less than \$1,000,000.00.

D. Insurance Company

The insurance company(ies) used by Contractor must be licensed to do business in the State of Florida.

8. Inquiries Regarding Payment

All inquiries regarding payment of invoices are to be directed to:

James K. Hitt, FRA-RA
Community Development Director
City of Apopka
120 E. Main St., 2nd Floor
P.O. Box 1229
Apopka, FL 32704-1229
407-703-1712
jhitt@apopka.net

9. Anti-discrimination Clause

Client and Contractor shall not discriminate against any person because of race, color, religion, national origin, gender, or handicap in employment or service provided.

10. Prohibition Against Contingent Fees Statement

By entering into this Agreement, Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement; and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Agreement.

11. Public Entity Crimes Statement

As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, and sub-contractor(s) who will perform hereunder, have not been placed on the convicted vendors list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

12. Extent of Agreement

This Agreement represents the entire and integrated agreement between the Client and the Contractor and supersedes all prior negotiations, representations or agreement, either written or oral. This Agreement may be amended only by written agreement signed by both the Client and the Contractor.

13. Public Records

The Contractor shall maintain public records required by the Client to perform the services.

Upon request from the Client's custodian of public records, the Contractor shall provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the Client.

Upon completion of this contract, Contractor shall transfer, at no cost, to Client all public records in possession of Contractor or keep and maintain public records required by Client to perform the service. If the Contractor transfers all public records to Client upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Client, upon request from Client's custodian of public records, in a format that is compatible with the information technology systems of Client.

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

**City Clerk's Office
City of Apopka
City Hall, 2nd Floor
120 E. Main Street
Apopka, FL 32703
Cityclerk@Apopka.Net
(407) 703-1704**

14. Mediation

All claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this Agreement concerning a breach thereof, may be submitted to non-binding mediation upon agreement of the parties. The cost of said mediation shall be split equally between the parties. Mediation conducted under this Agreement shall occur in Apopka, Florida.

15. Venue and Legal Fees

Venue for any legal proceeding related to this Agreement shall be brought in the appropriate court in and for Orange County, Florida. The prevailing party in any action, lawsuit, appeal, or other legal proceeding shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, costs, and expenses incurred by the prevailing party, and in all efforts to collect any recovery by the prevailing party.

16. Severability

In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this agreement shall remain valid and binding upon the parties hereto.

CLARION ASSOCIATES LLC

APOPKA, FLORIDA

**BY: _____
Craig Richardson
Title: Director**

**BY: _____
Joe Kilsheimer
Title: Mayor**

Date: _____

Date: _____

ATTEST:

Linda Goff, City Clerk

EXHIBIT A: SCOPE OF SERVICES

This scope of services includes five tasks as outlined below.

Task 1: Project Initiation

Task 2: Land Development Code (LDC) Assessment

Task 3: Draft Land Development Code (LDC) and Zoning Map

Task 4: Test Draft Land Development Code (LDC) and Zoning Map

Task 5: Prepare Public Hearing Land Development Code (LDC) and Zoning Map

Task 1: Project Initiation

1.1 Initial Review of Background Documents

As a first step, Contractor will review the relevant background materials, including, but not limited to: all relevant planning documents, other documents that provide policy direction, the existing Land Development Code (LDC), other relevant regulations, the zoning map, administrative rules and interpretations of the current LDC, examples of approved development permits, and other documents identified by city staff.

1.2 Initial Meetings, Interviews, and Reconnaissance

After completion of the background review, Contractor, on one, two and one-half day trip to the city, will:

- Conduct interviews with the city’s project manager and other staff;
- Conduct interviews with key stakeholders (citizens that represent different perspectives in the community), elected and appointed officials, and neighborhood and business representatives (if appropriate);
- Undertake reconnaissance; and
- Conduct kick-off meetings as outlined in Task 1.3.

As part of this effort, Contractor will develop an internal survey for city staff to complete in advance of the meeting.

This survey would be circulated by the city’s project manager to key staff for review and input. The survey provides a framework for input in a consistent fashion during

TASK 1: PROJECT INITIATION – RESPONSIBILITIES AND DELIVERABLES	
CONTRACTOR	
<ul style="list-style-type: none"> • Review plan documents, development regulations, other documents, and records • Draft survey for staff • Design and set-up web site • Conduct interviews with staff • Conduct interviews with stakeholders/others, as appropriate • Conduct recon. of city, with staff • Facilitate and conduct kick-off meetings as outlined in Task 1 	
CITY STAFF	
<ul style="list-style-type: none"> • Send copies of plans and development regulations, and other relevant documents to Contractor (including editable digital version of current LDC) • Send notes and/or drafts on procedural streamlining • Send copies of photos of development, as appropriate • Circulate survey to staff (as appropriate) • Review and comment on project web site design • Establish advisory committee • Organize and accompany Clarion on reconnaissance • Organize kick-off meetings • Participate in meetings and interviews with Contractor 	
TRIPS	
One, two and one-half day trip to city to interview staff/ stakeholders, conduct recon., and conduct kick-off meetings	
SCHEDULE	
Completed: One and one-half months after Project Initiation (assuming January 1, 2017 date of Project Initiation)	

the interviews. These discussions will give Contractor a better understanding of how the existing regulations work (and don't work) in practice, and how city staff believes different plan and other relevant policy goals should be implemented. The interviews with stakeholders, elected officials, board and commission members, and business and neighborhood representatives (if appropriate) will identify strengths and weaknesses of the current LDC, and how to incorporate key policy direction, for example, as established in *Apopka Comprehensive Plan 2030* and *Grow Apopka*.

After the interviews, Contractor will conduct reconnaissance of the city with staff to gain a better understanding of how land development issues are playing out (e.g., what in the current code is working and what is not working).

1.3 Kick-off Meetings and Public Forum

Also during the trip, Contractor will also hold project kick-off meetings with an advisory committee, the Planning Commission, and City Council, as appropriate, and conduct a public forum. The purpose of these meetings and the public forum is to inform these groups and the public about the project and its schedule, and to receive input and direction about project goals.

1.4 Project Website

Also as part of Task 1, Contractor will set up a project website to provide information about the project, the schedule, and public involvement opportunities. New work products will be placed on the website when available for public review. The website will serve as a tool through which the public can comment on the process and the work products as they are completed.

Task 2: Land Development Code (LDC) Assessment

Based on information gathered in Task 1, Contractor will prepare a Land Development Code Assessment in Task 2 to synthesize and refine the key issues, recommend solutions to address the key issues, and provide a detailed outline of the rewritten LDC structure if the key issues and solutions are addressed as recommended. The Assessment will consist of two components: a Diagnosis and an Annotated Outline.

2.1 Diagnosis

The purpose of the Diagnosis is to:

- **Identify the key issues that need to be addressed in the rewrite**—in other words, the broad policy changes that are identified in the Comprehensive Plan, and other plans and policy documents as well as the goals identified in the RFQ, that need to be addressed.
- **Analyze the current Land Development Code regulations**, identifying:
 - Their strengths and weaknesses (including but not limited to the existing districts, development standards, definitions, structure, organization, clarity, administration/procedures, and enforcement provisions; and
 - Areas where there is a mismatch or gap between Comprehensive Plan policies and direction and other land use policy the city wants to implement, and the current regulatory provisions (including mismatches in the zoning districts and land uses).
- **Summarize national best practices that might be considered for incorporation into the rewritten Land Development Code**, such as solutions to address the key issues and challenges. This analysis will be based on lessons learned from Contractor’s work in other code update projects around Florida and the country, additional research on these issues, and Contractor’s general experience in preparing development codes.
- **Summarize and discuss the most appropriate zoning framework for the rewrite**, building on the broad policy changes that are identified in the Comprehensive Plan and other plans and policy documents, as well as the goals identified in the RFQ. Initially, this will identify and confirm the key goals for the update. The discussion under each of the key goals will: explain why the identified goal is important (e.g., it might be based on policy direction in the Comprehensive Plan), summarize how the current regulations address the key goal and identify implementation gaps, and recommend how the updated regulations can better address the goal based on client input, professional experience, and national best practices. If there are different options available for addressing key goals, they will also be discussed. As part of the discussion of the goals, the most appropriate zoning framework to address the combination of key goals will also be discussed.

TASK 2: LAND DEVELOPMENT CODE ASSESSMENT – RESPONSIBILITIES AND DELIVERABLES

CONTRACTOR

- Prepare staff review draft of Assessment
- Prepare public review draft of Assessment
- Conduct meetings on Assessment, as outlined in Task 2
- Receive direction

CITY STAFF

- Review and provide consolidated written comments on draft Assessment; tel. conf. with Contractor on revisions
- Distribute Assessment
- Organize meetings

TRIPS

- One, two and one-half day trip to conduct meetings in Task 2

SCHEDULE

- Completed: Two and one-half months after complete Task 1

2.2 Annotated Outline

The Annotated Outline provides the community an opportunity to review the overall structure of the proposed revisions before the actual drafting begins. It will include an article-by-article outline of the rewritten LDC if the key goals identified in the Diagnosis are addressed as recommended, and an explanation of the purpose and nature of each article and major section in layperson's language.

The first draft of the Assessment will be for internal staff review only. That review allows staff to provide Contractor with substantive feedback and identify any factual errors or major issues that should be adjusted in the document prior to public review. After receiving one set of written consolidated comments from city staff, Contractor and staff will reach consensus about revisions, and Contractor will make the agreed-upon changes. The Assessment will then be made available to the public by city staff.

2.3 Meetings and Work Session

Contractor will then meet with the advisory committee, conduct a work session with the Planning Commission/ City Council, as appropriate, and hold a public forum on the Assessment during one, two and one-half day trip to the city. At the work session, Contractor will look for direction on the Assessment and direction on the proposed structure of, and substantive changes that need to be made to, the rewritten LDC.

Task 3: Draft Land Development Code (LDC) and Zoning Map

3.1 Staff Draft

General

Based on the Assessment and the public input and direction in Task 2.3, Contractor will prepare a draft of the Land Development Code (LDC) that is user-friendly and includes the agreed-upon changes from the Assessment. The draft will follow the Annotated Outline in the Assessment. The rewritten LDC will be clear, concise, and drafted with the goal of efficient administration. It will emphasize the use of graphics, tables, and charts to explain zoning and land use concepts, instead of voluminous text. Areas that will benefit from illustrations will be noted (though not all illustrations will be produced until the public hearing draft in task 5). A total of \$9,000 of graphics will be prepared for the rewritten LDC. The draft will include commentary in footnotes where necessary to explain changes from current practice and the rationale behind new provisions.

Design Standards

As part of the appropriate installment, Contractor will prepare (building on the current city's design guidelines, as appropriate), a basic set of design standards for the following:

- Single-family development;
- Multi-family development;
- Commercial, office, and mixed-use development;
- Big-box development (large retail establishments);¹and
- Industrial development.

Contractor will also draft community form standards, which shall apply to greenfield development in specific areas of the city. The design standards and community form standards, when drafted, will be incorporated into the appropriate draft installment of the LDC.

Sign Regulations

Contractor will not undertake a comprehensive revision of the sign regulations as part of this effort, but instead reformat the sign regulations to conform with the rewritten LDC format, and make minor and specific targeted revisions.

TASK 3: DRAFT NEW LAND DEVELOPMENT CODE AND ZONING MAP – RESPONSIBILITIES AND DELIVERABLES

CONTRACTOR

- Prepare staff draft of LDC and graphics (in two installments)
- Prepare Public Review Draft of LDC and zoning map (in two installments)
- Conduct two days of meetings on each installment, as outlined in Task 3

CITY STAFF

- Provide appropriate GIS map files for zoning map
- Review and provide written consolidated comments on installments; provide input on illustrations/graphics
- Distribute installments to public
- Organize meetings

TRIPS

- Two, two and one-half day trips to conduct meetings on each installment

SCHEDULE

- Completed: Eight months after completion of Task 2

¹ Single-use retail stores over a certain size (usually 60,000-80,000 square feet).

Organization of Draft

Because the rewritten LDC will include a substantial amount of new information, it will be difficult for any review body, or the public, to digest in a single review or meeting. Therefore, the drafting will be divided into two manageable installments consisting of related provisions. For example, Contractor might propose dividing the work as follows: 1) procedures, administration, districts and uses; 2) development standards and definitions. The exact composition and schedule for the drafting will be determined in consultation with city staff following the completion of the Assessment. A draft zoning map will be included with the second installment, based on City GIS mapping files provided by city staff, and additional input from the city regarding zoning district boundaries.

As with the Assessment, Contractor will prepare a “staff draft” of each installment for internal staff review only. While staff is reviewing the first installment, Contractor will begin drafting the second installment. In this way, drafting and staff review will proceed in a relatively efficient way. Staff will consolidate and reconcile their comments on each installment and present consolidated written comments on each installment to Contractor.

3.2 Public Review Draft and Meetings

After receiving one set of consolidated written comments from staff on each installment, Contractor and staff will reach consensus about revisions, and Contractor will make the agreed-upon changes. The draft installment will then be made available to the public as the Public Review Draft. After release of each installment to the public, Contractor will conduct meetings with the advisory committee and the Planning Commission/City Council, as appropriate, on each of the installments, and conduct a public forum on the draft after the second installment is completed. The purpose of these meetings is to receive comment, input, and direction on the draft installments.

Task 4: Test Draft Land Development Code

In Task 4, and based on input from Task 3.2 and city staff, Contractor will conduct a focused test of the draft LDC through a side-by-side comparison of four examples (case studies) of recently approved development with comparable hypothetical development in accordance with the draft LDC. The test case studies should represent different types of development in different contexts (e.g. single-family homes, multifamily developments, stand-alone retail or commercial development, industrial or institutional development, mixed-use development). No more than one test case shall be a mixed-use development, and no site shall be larger than five acres in area.

The objective of the comparison is to demonstrate how well the rewritten LDC would produce desired forms of development, or outcomes, or otherwise affect development in terms of land uses, building form, and overall development quality. The strong preference is for selected test case sites to have development on the site that has been approved under the city's current regulations, so comparisons can be made between the current and rewritten development code. Once the testing is completed, Contractor will prepare a summary presentation for each test case study for display on the web site, and for use in future public presentations. Contractor will then conduct meetings during one, one and one-half day trip to the city to present results and receive input.

TASK 4: TEST DRAFT LDC – RESPONSIBILITIES AND DELIVERABLES

CONTRACTOR

- Collaborate with staff in identifying cases for testing
- Test cases
- Prepare summary presentation for each test case
- Present the test cases at meeting.

CITY STAFF

- Work with Contractor in identifying test cases
- Provide the following for each test case site: development approvals (if relevant); site information; photographs; a site plan and/or documentation of uses, setbacks, parking spaces and location, landscaping, dumpster locations, and design guidelines that were applied (if relevant)
- Review and provide comments on test cases
- Review and provide comments on summary presentation
- Organize meeting

TRIPS

- One, one and one-half day trip to present test cases and receive input

SCHEDULE

- Completed: One month after completion of Task 3

Task 5: Prepare Public Hearing Draft of Land Development Code (LDC) and Zoning Map

5.1 Public Hearing Draft

Based on input from Tasks 3.2 and 4, Contractor will make revisions and deliver a Public Hearing Draft of the Land Development Code (LDC), and zoning map. An executive summary that explains the structure of the LDC and the changes that have been made will accompany the Public Hearing Draft. The Public Hearing Draft will include a total of \$9,000 of graphics, a consolidated table of contents, illustrations, and an index for ease of use by reviewers. It will be produced in a common word processing format, include search and linking capabilities, and be web-ready. Recommendations will also be provided on long-term document management and codification maintenance.

5.2 Public Hearing/Work Session

Once the Public Hearing Draft of the LDC is made available, Contractor will attend work session(s) or public hearing(s) with the Planning Commission and City Council, as appropriate, during one, two and one-half day trip to the city, to present the public hearing draft and answer questions. Contractor will be available to attend additional public hearings and work sessions on a time and materials basis.

5.3 Final Draft

After adoption of the LDC, Contractor will commit up to \$7500 of resources (professional services) to make any final revisions to the LDC and zoning map, and deliver a final version of the adopted Land Development Code and all associated graphic files, and a zoning map to city staff. The LDC will be usable by MuniCode and will be web-ready. The zoning map will be amendable in GIS.

TASK 5: PREPARE PUBLIC HEARING DRAFT OF LAND DEVELOPMENT CODE – RESPONSIBILITIES AND DELIVERABLES

CONTRACTOR

- Prepare Public Hearing Draft of LDC and zoning map, including total of \$9,000 of graphics
- Prepare executive summary of ordinance
- Attend public hearing/work sessions on Public Hearing Draft as described in Task 5
- Commit \$7500 of resources to make final revisions to LDC, after adoption

CITY STAFF

- Distribute Public Hearing Draft of LDC and zoning map
- Organize public hearing/work session

TRIPS

- One, two and one-half day trip to conduct public hearing/work session

SCHEDULE

- Completed: One month after completion of Task 4, or date mutually determined by city staff and Contractor

EXHIBIT B: COMPENSATION

Tasks	Cost
Task 1: Project Initiation	\$25,840.00
Task 2: Code Assessment	\$43,150.00
Task 3: Draft Land Development Code and Zoning Map	\$99,280.00
Task 4: Test Draft Land Development Code and Zoning Map	\$17,990.00
Task 5: Prepare Public Hearing Draft of Land Development Code and Zoning Map	\$21,950.00
Graphics	\$9,000.00
Website	\$5,500.00
Zoning Map	\$7,500.00
Final revisions after adoption (not to exceed)	\$7,500.00
TOTAL	\$237,710

Backup material for agenda item:

11. Authorize the disposal of surplus playground equipment and the removal from the city asset list.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: December 7, 2016
 FROM: Recreation
 EXHIBITS: Surplus Forms

SUBJECT: SURPLUS PROPERTY

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

SUMMARY:

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

The playground at the Apopka Athletic Complex is over 20 years old and has become a safety hazard. Replacement parts for this playground are no longer available. Equipment images are attached.

FUNDING SOURCE:

N/A

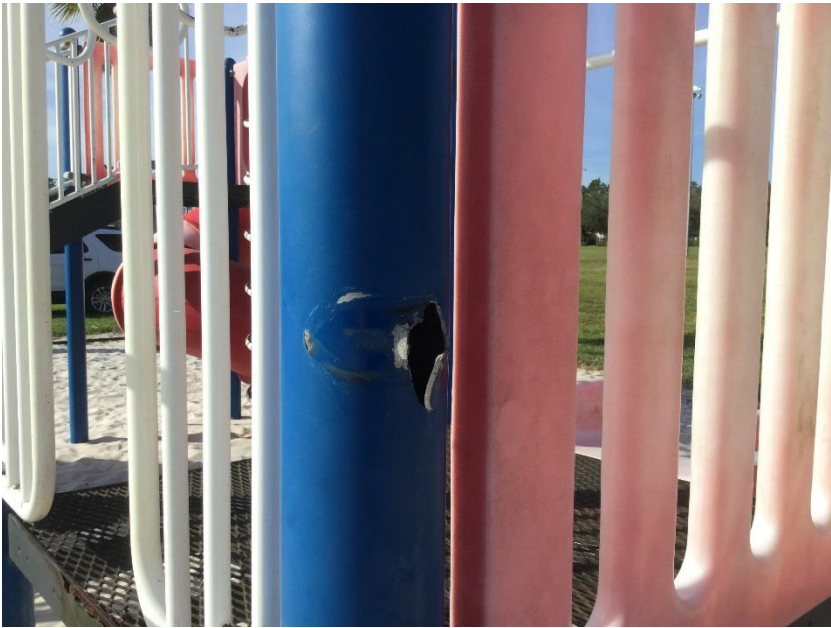
RECOMMENDATION ACTION:

Authorize the disposal of playground equipment.

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

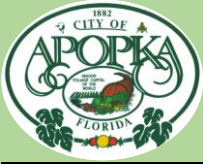




Backup material for agenda item:

1. Final Development Plan & Development Agreement – Emerson North Townhomes - Quasi-Judicial

David Moon



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: Final Dev. Plan

MEETING OF: December 7, 2016
 FROM: Community Development
 EXHIBITS: Vicinity & Aerial Maps
 Final Development Plan
 Landscape Plans
 Building & Wall Details
 Developer's Agreement
 Road/Landscape Concept Plans

SUBJECT: EMERSON NORTH TOWNHOMES – FINAL DEVELOPMENT PLAN AND DEVELOPER’S AGREEMENT

REQUEST: APPROVAL OF THE EMERSON NORTH TOWNHOMES FINAL DEVELOPMENT PLAN AND DEVELOPER’S AGREEMENT; AND ISSUANCE OF THE FINAL DEVELOPMENT ORDER.

SUMMARY:

OWNER/APPLICANT: Pulte Group c/o Doug Hoffman
 ENGINEER: Donald W. McIntosh Associates, Inc. c/o John T. Townsend, P.E.
 LOCATION: 1701 Ocoee Apopka Road (South of S.R. 414 and West of Marden Road)
 ZONING: Mixed-EC
 FUTURE LAND USE: Mixed Use (0-15 du/ac)
 EXISTING USE: Planted Pine Trees
 PROPOSED USE: Residential Townhomes Community (136) units & future public right-of-way
 TRACT SIZE: 21.42 +/- (17.1 acres in residential community; 4.24 acres for East Harmon Road ROW)
 DENSITY: 7.95 Units/Acre (136 units/17.1 acres)

FUNDING SOURCE: A developer’s agreement addresses (1) the dedication of right-of-way for the eastward extension of Harmon Road from the western boundary of the Emerson North Townhome Project to Marden Road, and (2) construction of Harmon Road within this right-of-way dedication. Construction of Harmon Road East is anticipated to be funded from transportation impact fees. The developer’s agreement identifies both the developer’s and the City’s share of the cost for road construction and right-of-way dedication.

DISTRIBUTION

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

RELATIONSHIP TO ADJACENT PROPERTIES:

Direction	Future Land Use	Zoning	Present Use
North (City)	Central Florida Expressway	R-O-W	S.R. 414
East (City)	Mixed Use	R-3	Vacant Land/Planted Pines Trees
South (City)	Mixed Use	Mixed-EC	Emerson Park/Single family houses and townhomes
West (City)	Central Florida Expressway	R-O-W	Vacant Land/Retention Pond

ADDITIONAL COMMENTS: City Council approved a Preliminary Development Plan for the Emerson North Townhomes Residential Subdivision on September 21, 2016 with a condition that a developer’s agreement address the dedication of right-of-way and construction of Harmon Road East. After review by the Development Review Committee (DRC), the Final Development Plan is consistent with the approved Preliminary Development Plan. A developer’s agreement was submitted by Pulte Homes, the applicant, and has been reviewed by the DRC, city administration, and the city attorney’s office. City staff is satisfied with the developer’s agreement. A summary of the proposed project is described below.

PROJECT SUUMARY: The Emerson North Townhomes Final Development Plan is a two phase project proposing 136 townhome units with 3.12 +/- acres of active and passive recreation and open space within a 17.1 +/- acre site. Comprising a total of 21.42 acres, the Final Development Plan reserves the northern eighty feet of the northern project line for a future public right-of-way. A developer’s agreement establishes a process for the dedication of the right-of-way to the City and addresses fair-share compensation of the right-of-way dedication and road construction. Proposed design plans for the Harmon Road East Extension include aesthetic brick pavers at intersections and a concept landscape plan. Final details of the roadside and median landscaping and materials will be addressed by the end of January 2017.

The Mixed-EC zoning designation requires a minimum of 2.565 acres for parks and open space for this residential community to be owned and maintained by the homeowners’ association. All internal roads will be private streets also maintained by the homeowners’ association. The project entrances will be gated. The proposed living area for the townhomes is 1,530 sq. ft. which exceeds the 1,350 sq. ft. minimum requirement and the 1,500 sq. ft. aggregate for the Mixed-EC zoning designation.

The minimum setbacks applicable to the project are:

Setback	Min. Standard
Perimeter	25’
Front	50’*
Side	20’*
Rear	50’*
*Distance between structures.	

Building Architecture: Exterior elevations of all proposed homes must be reviewed by the Community Development Department prior to issuance of a building permit. Exterior home elevations must meet the intent of the City’s Development Design Guidelines. Staff has determined that the current architectural renderings within the Master Plan meet the intent of the City’s Development Design Guidelines.

Access: Ingress/egress for the development will be via two access points from Harmon Road. The western access/gate will become available at the time East Harmon Road is extended to the west.

**CITY COUNCIL – DECEMBER 7, 2016
EMERSON NORTH TOWNHOMES – FINAL DEVELOPMENT PLAN AND
DEVELOPER’S AGREEMENT
PAGE 3**

Stormwater: The stormwater management system includes an on-site retention area. Stormwater ponds are located within Tract “B” and Tract “C.” The design of the stormwater ponds meets the City’s Land Development Code requirements.

Recreation: The developer is providing over 3.12 acres of active and passive recreation space when only 2.565 acres is required. The applicant is proposing a swimming pool with a cabana (1,500 +/- sq. ft.) and a tot lot within the active recreational space.

Buffer/Tree Program: Buffers provided are consistent with the Land Development Code. The planted pine is exempt from the arbor requirements and will be harvested for silviculture purposes. A buffer wall detail for the landscape tract along Harmon Road East is provided within the support documents.

The following is a summary of the tree replacement program for this project:

Total inches on-site:	15,277
Total number of specimen trees:	2
Total specimen inches retained:	0
Total inches replaced:	1,033
Total inches removed:	1,606
Total inches retained:	1,441
Total inches post development:	2,474

ENVIRONMENTAL: The developer must obtain approval from the Florida Department of Environmental Protection prior to commencing any site construction activity regarding protection and relocation of any identified protected species.

SCHOOL CAPACITY REPORT: Except for any plat application that addresses only the northern public right-of-way to be dedicated to the City of Apopka, a plat or building permit involving a residential structure shall not be released for recording with the County Comptroller until such time that a concurrency mitigation agreement has been approved by Orange County Public Schools (OCPS).

ORANGE COUNTY NOTIFICATION: The County was notified at the time of the land use amendment and rezoning applications for this property. Coordination occurred with County planning staff regarding impact on adjacent parcels. Orange County also receives a copy of the Development Review Committee agenda.

RECOMMENDATION ACTION:

The **Development Review Committee** finds the Final Development Plan to be consistent with the approved Preliminary Development Plan and Land Development Code, recommending approval of the Emerson North Townhomes Final Development Plan and the Developer’s Agreement.

Planning Commission: As the Planning Commission reviewed the Preliminary Development Plan for this project, development review process within the Land Development Code does not require Planning Commission to review a Final Development Plan. The Planning Commission did recommend approval of the Preliminary Development Plan with conditions at its August 9, 2016 meeting.

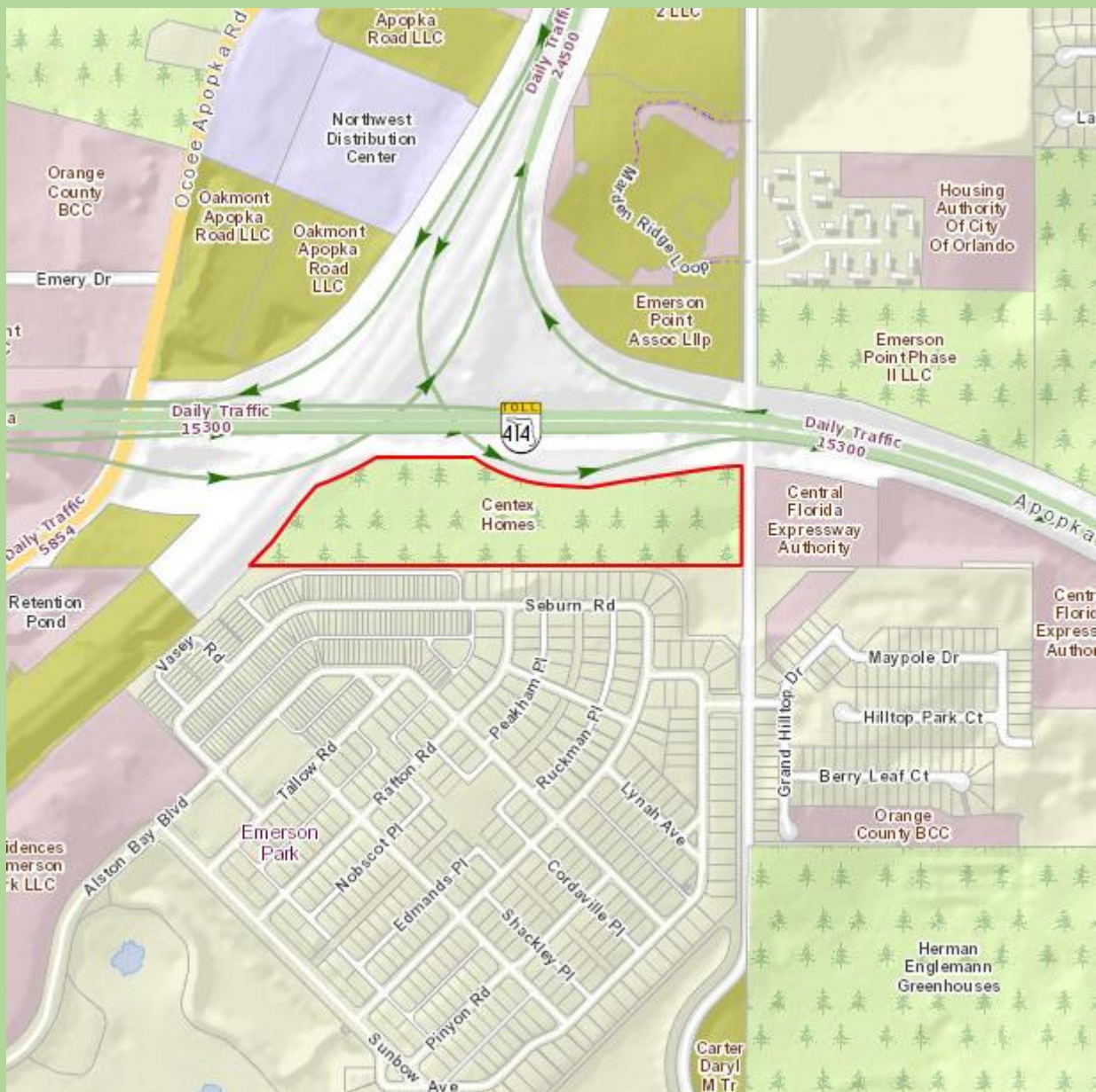
City Council Recommended Motion: Approve the Emerson North Townhomes Final Development Plan and the Developer’s Agreement; and authorize issuance of a final development order.

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.



EMERSON NORTH TOWNHOMES
21.42 +/- Acres (17.1 acres residential/4.24 future R.O.W)
Proposed Number of Units: 136
Parcel ID#: 20-21-28-0000-00-001

VICINITY MAP





AERIAL MAP



FINAL DEVELOPMENT PLANS

EMERSON NORTH TOWNHOMES

CITY OF APOPKA, FLORIDA



PREPARED FOR
PULTE GROUP
 4901 VINELAND RD, 5th FLOOR
 ORLANDO, FL 32811
 407.509.4014



DONALD W. MCINTOSH
 ASSOCIATES, INC.
 AUTHORIZATION NO. 09
 JOHN T. TOWNSEND
 FLORIDA P.E. No. 52127
 DATE: 11/29/2016



DESCRIPTION: (Prepared by Others)

A parcel of land, being a portion of that certain Trustee's Deed, as recorded in Official Records Book 8923, Page 2003, lying in Section 20, Township 21 South, Range 28 East, being described as follows:

Commence at the Northeast corner of the plot of EMERSON PARK, according to the plat thereof as recorded in Plat Book 68, Pages 1 through 17 for a POINT OF BEGINNING; thence run South 89°59'54" West, along the North line of said EMERSON PARK, 2304.23 feet to the Northwest corner of said EMERSON PARK and the Easement limited access Right-of-Way line of State Road 451, according to the Orlando-Orange County Expressway Authority Right-of-Way Map of Maitland Boulevard Extension of State Road 429/414 Systems Interchange, prepared by URS Corporation dated 12-15-10, said point line on a non-tangent curve concave Northeast; thence run along said Easement limited access of State Road 451, the following course; thence run Northeast, along said non-tangent curve having a radius of 7809.44 feet, a central angle of 01°10'57", an arc length of 161.19 feet, a chord length of 161.19 feet and a chord bearing of North 43°17'27" East; thence non-tangent to said curve, run North 36°21'34" East, 205.20 feet to a point on a non-tangent curve concave Northeast; thence run Northeast, along said non-tangent curve, having a radius of 7782.44 feet, a central angle of 03°52'54", an arc length of 119.86 feet, a chord length of 119.86 feet and a chord bearing of North 40°45'40" East to a point of intersection with the Southerly limited access Right-of-Way line of State Road 414, according to the Orlando-Orange County Expressway Authority Right-of-Way Map of Maitland Boulevard Extension of State Road 429/414 Systems Interchange, said point line on a non-tangent curve concave Northeast; thence run along said Southerly limited access Right-of-Way line the following course; thence run Northeast, along said non-tangent curve, having a radius of 1430.00 feet, a central angle of 12°34'54", an arc length of 313.88 feet, a chord length of 313.25 feet and a chord bearing of North 64°35'56" East; thence run non-tangent to said curve, South 89°55'15" East, 453.46 feet to a point on a non-tangent curve concave Northeast; thence run Southeast, along said non-tangent curve, having a radius of 748.49 feet, a central angle of 31°42'43", an arc length of 414.23 feet, a chord length of 406.55 feet and a chord bearing of South 71°21'09" East; thence non-tangent to said curve, run South 89°44'15" East, 152.54 feet; thence run North 89°21'42" East, 174.31 feet; thence run North 81°41'03" East, 401.05 feet to a point on a non-tangent curve concave Southerly; thence run Easterly, along said non-tangent curve, having a radius of 1223.14 feet, a central angle of 07°04'42", an arc length of 151.11 feet, a chord length of 151.01 feet and a chord bearing of North 85°13'16" East to a point lying on the West Right-of-Way line of Maitland Road, according to said Orlando-Orange County Expressway Authority Right-of-Way Map of Maitland Boulevard Extension of State Road 429/414 Systems Interchange, thence run South 00°15'46" West, along said West Right-of-Way line, 457.19 feet to the POINT OF BEGINNING.

The above described parcel of land lies in Orange County, Florida and contains 21.424 acres, more or less.

ENGINEER/SURVEYOR:

DONALD W. MCINTOSH ASSOCIATES, INC.
 2200 PARK AVENUE NORTH
 WINTER PARK, FLORIDA 32789
 PH: 407.644.4068
 CONTACT PERSON: JOHN T. TOWNSEND, P.E.

LANDSCAPE/HARDSCAPE ARCHITECT

FOSTER CONANT & ASSOCIATES, INC.
 120 W. ROBINSON STREET
 ORLANDO, FL 32801
 PH: 407.648.2225
 CONTACT: RICK CONANT, R.L.A.

OWNER/DEVELOPER/APPLICANT:

PULTE GROUP
 4901 VINELAND ROAD, 5th FLOOR
 ORLANDO, FL 32811
 PH: 407.509.4014
 CONTACT PERSON: DOUG HOFFMAN, P.E.



SECTION 20, TOWNSHIP 21 S, RANGE 28 E
 PROPERTY APPRAISER PARCEL ID # 20-21-28-0000-00-001

REVISED NOVEMBER 22, 2016
OCTOBER 3, 2016



DONALD W. MCINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FL 32789 407.644.4068

NOTES:

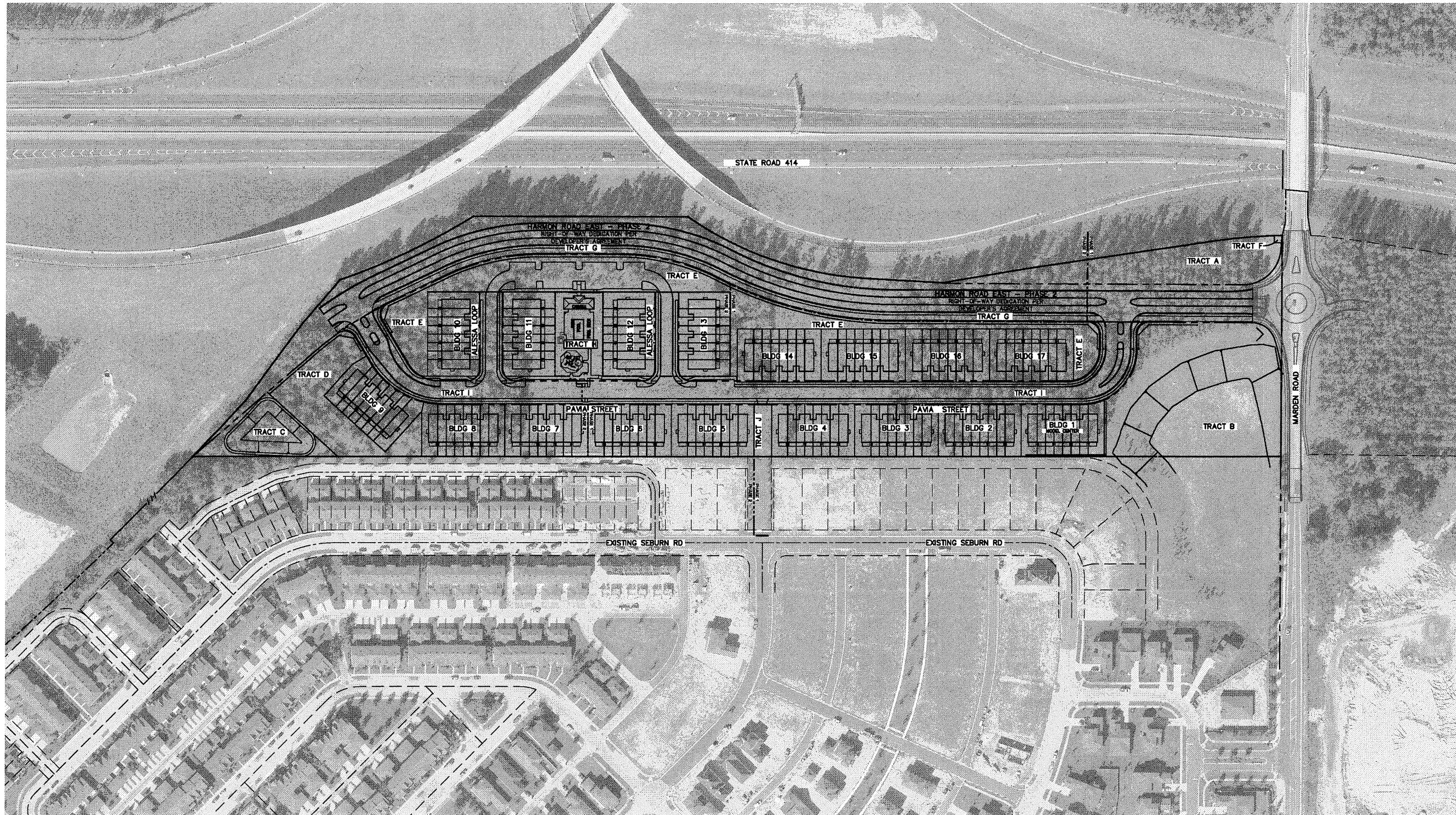
- INTERNAL ROADS ARE PRIVATELY OWNED AND MAINTAINED BY THE HOA.
- ALL WATER, SANITARY SEWER AND RECLAIM UTILITIES WILL BE PROVIDED TO, OWNED AND MAINTAINED BY THE CITY OF APOPKA.

SHEET INDEX

C001	COVER SHEET
C002	SITE DATA, NOTES AND LEGEND
C003	NOTES AND SPECIFICATIONS
C011	EXISTING CONDITIONS PLAN - WEST
C012	EXISTING CONDITIONS PLAN - EAST
C015	AERIAL
C031	MASTER SITE PLAN
C101	EROSION CONTROL AND DEMOLITION PLAN
C102	EROSION CONTROL AND TREE PRESERVATION DETAILS
C211	HORIZONTAL GEOMETRY PLAN - WEST
C212	HORIZONTAL GEOMETRY PLAN - EAST
C213	HORIZONTAL GEOMETRY INFORMATION AND DETAILS
C301	PAVING, GRADING AND DRAINAGE PLAN - WEST
C302	PAVING, GRADING AND DRAINAGE PLAN - EAST
C311	INTERSECTION AND PARKING GRADING DETAILS
C312	CROSS SECTIONS AND DETAILS
C321	TYPICAL POND SECTIONS AND DETAILS
C401-C406	PLAN & PROFILE
C501	MASTER UTILITY PLAN
C502	UTILITY PLAN - WEST
C503	UTILITY PLAN - EAST
C511-C514	UTILITY DETAILS
C751-C754	DRAINAGE DETAILS
C755-C756	CURB RAMP DETAILS
-8891-	OFFSITE IMPROVEMENTS- DELETED

EMERSON NORTH TOWNHOMES --15051 -- 10/3/16 -- REVISED 11/22/16

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101

- GENERAL NOTES:
- SEE SITE DATA, NOTES, LEGEND AND SPECIFICATION SHEETS (C002 & C003) FOR ADDITIONAL INFORMATION.
 - THE SCALE OF THIS DRAWING MAY HAVE CHANGED DUE TO REPRODUCTION.

FINAL DEVELOPMENT PLAN

EMERSON NORTH TOWNHOMES
CITY OF APOPKA, FLORIDA
AERIAL

DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FL 32789 407.644.4068

DRAWN BY: MAB
DESIGNED BY: MAB
CHECKED BY: JTT
DATE: 10/3/16
SCALE: 1"=100'
JOB NUMBER: 15051

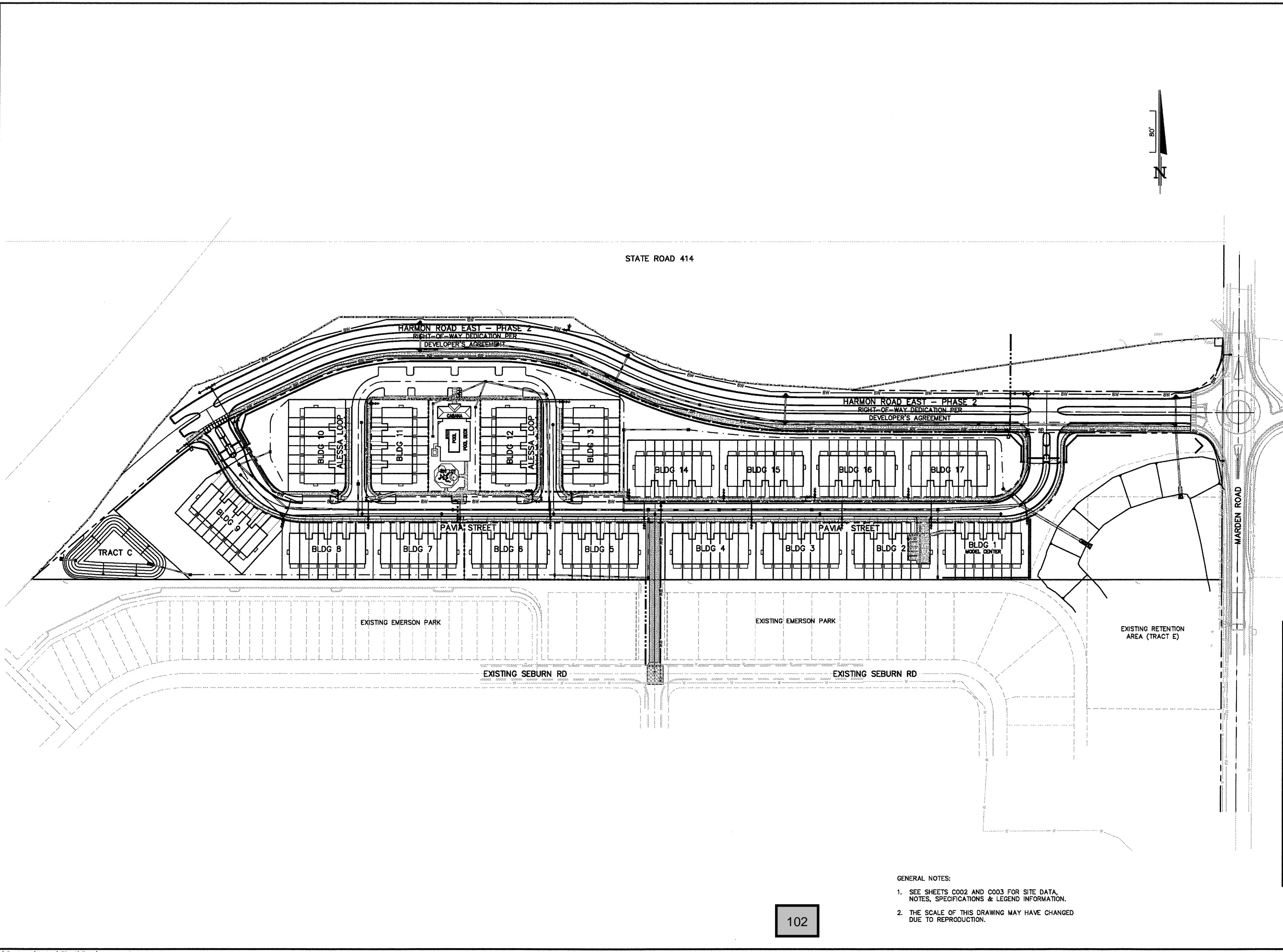
DONALD W. MCINTOSH
CERTIFICATE OF
AUTHORIZATION NO. 88

JOHN T. TOWNSEND
FLORIDA P.E. NO. 52127
DATE: 11/29/2016

NO.	DATE	REVISIONS	CHK.
3	11/22/16	REV ROUND ABOUT & UTILITY CONNECTIONS AT MARDEN RD	JTT
2	11/7/16	REVISED HARMON ROAD CONNECTION AT MARDEN ROAD	JTT
1	10/31/16	REVISED PER CITY COMMENTS RECEIVED 10/24/16	JTT

DRAWING: 15051-AERIAL
SHEET: C015
6 OF 37

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STATE ROAD 414

HARMON ROAD EAST - PHASE 2
RIGHT-OF-WAY DEDICATION PER
DEVELOPER'S AGREEMENT

HARMON ROAD EAST - PHASE 2
RIGHT-OF-WAY DEDICATION PER
DEVELOPER'S AGREEMENT

TRACT C

EXISTING EMERSON PARK

EXISTING EMERSON PARK

EXISTING RETENTION
AREA (TRACT E)

EXISTING SEBURN RD

EXISTING SEBURN RD

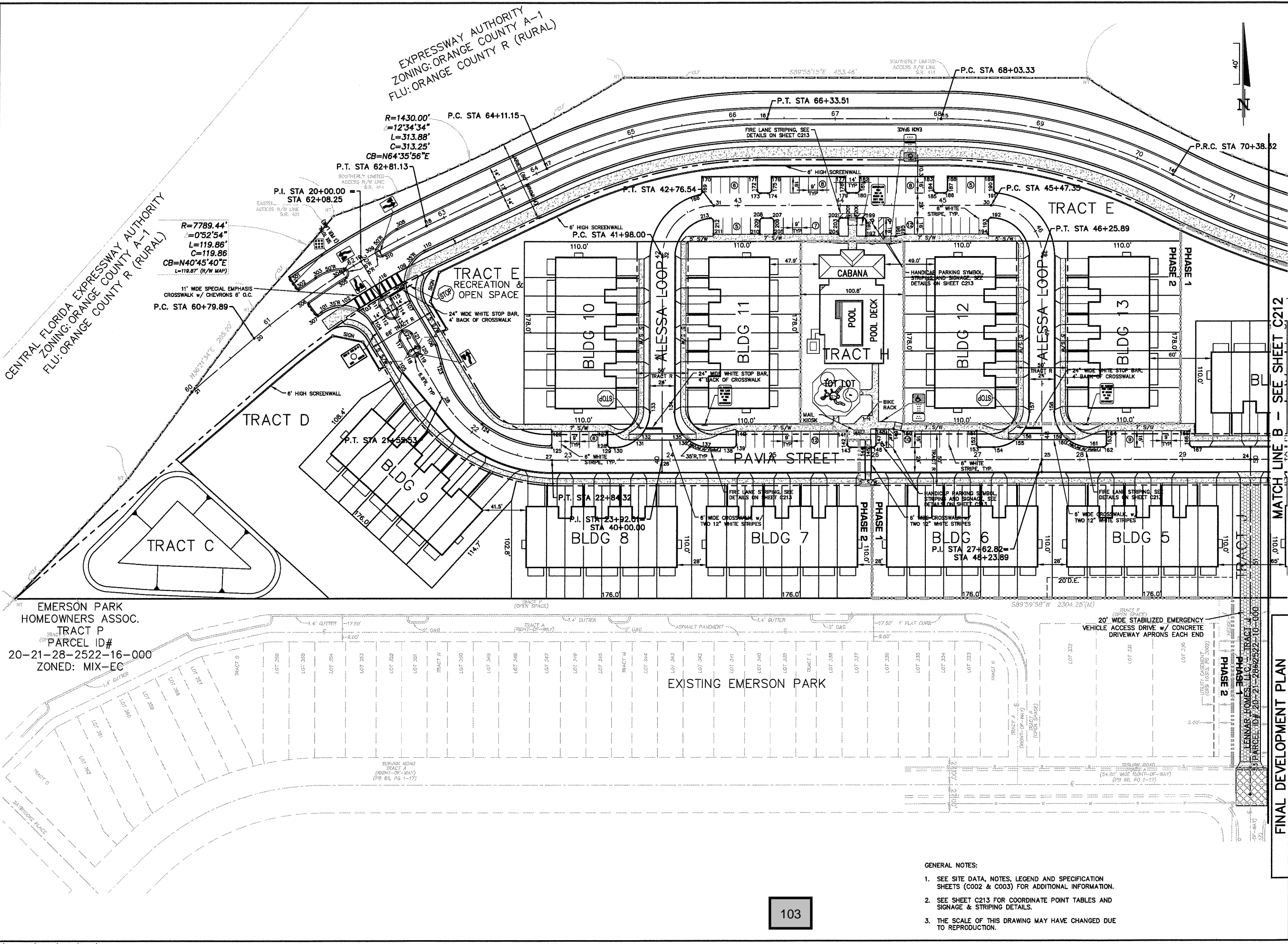
MARDEN ROAD

- GENERAL NOTES:
- SEE SHEETS C002 AND C003 FOR SITE DATA, NOTES, SPECIFICATIONS & LEGEND INFORMATION.
 - THE SCALE OF THIS DRAWING MAY HAVE CHANGED DUE TO REPRODUCTION.

102

DRAWING 15051-MSP	SHEET C031	7 OF 37	FINAL DEVELOPMENT PLAN			
			EMERSON NORTH TOWNHOMES CITY OF APOPKA, FLORIDA MASTER SITE PLAN			
DONALD W. MCINTOSH ASSOCIATES, INC. ENGINEERS PLANNERS SURVEYORS 2200 PARK AVENUE NORTH, WINTER PARK, FL 32789 407.644.4068			DONALD W. MCINTOSH CERTIFICATE OF AUTHORIZATION NO. 68	JOHN T. TOWNSEND FLORIDA P.E. NO. 52127 DATE: 11/29/2016	NO. DATE REVISIONS 3 11/22/16 REV ROUND ABOUT & UTILITY CONNECTIONS AT MARDEN RD JTT 2 11/7/16 REVISED HARMON ROAD CONNECTION AT MARDEN ROAD JTT 1 10/31/16 REVISED PER CITY COMMENTS RECEIVED 10/24/16 JTT CHK	

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EMERSON PARK HOMEOWNERS ASSOC.
TRACT P
PARCEL ID# 20-21-28-2522-16-000
ZONED: MIX-EC

- GENERAL NOTES:
1. SEE SITE DATA, NOTES, LEGEND AND SPECIFICATION SHEETS (C002 & C003) FOR ADDITIONAL INFORMATION.
 2. SEE SHEET C213 FOR COORDINATE POINT TABLES AND SIGNAGE & STRIPING DETAILS.
 3. THE SCALE OF THIS DRAWING MAY HAVE CHANGED DUE TO REPRODUCTION.

FINAL DEVELOPMENT PLAN

EMERSON NORTH TOWNHOMES
CITY OF APOPKA, FLORIDA
HORIZONTAL GEOMETRY PLAN - WEST

DRAWN BY: MAB
DESIGNED BY: MAB
CHECKED BY: JTT
DATE: 10/3/16
SCALE: 1"=40'
JOB NUMBER: 15051
PLANNERS SURVEYORS: DONALD W. MCINTOSH ASSOCIATES, INC.
2600 PARK AVENUE NORTH, WINTER PARK, FL 32789 407.644-4068
AUTHORIZATION NO. 68

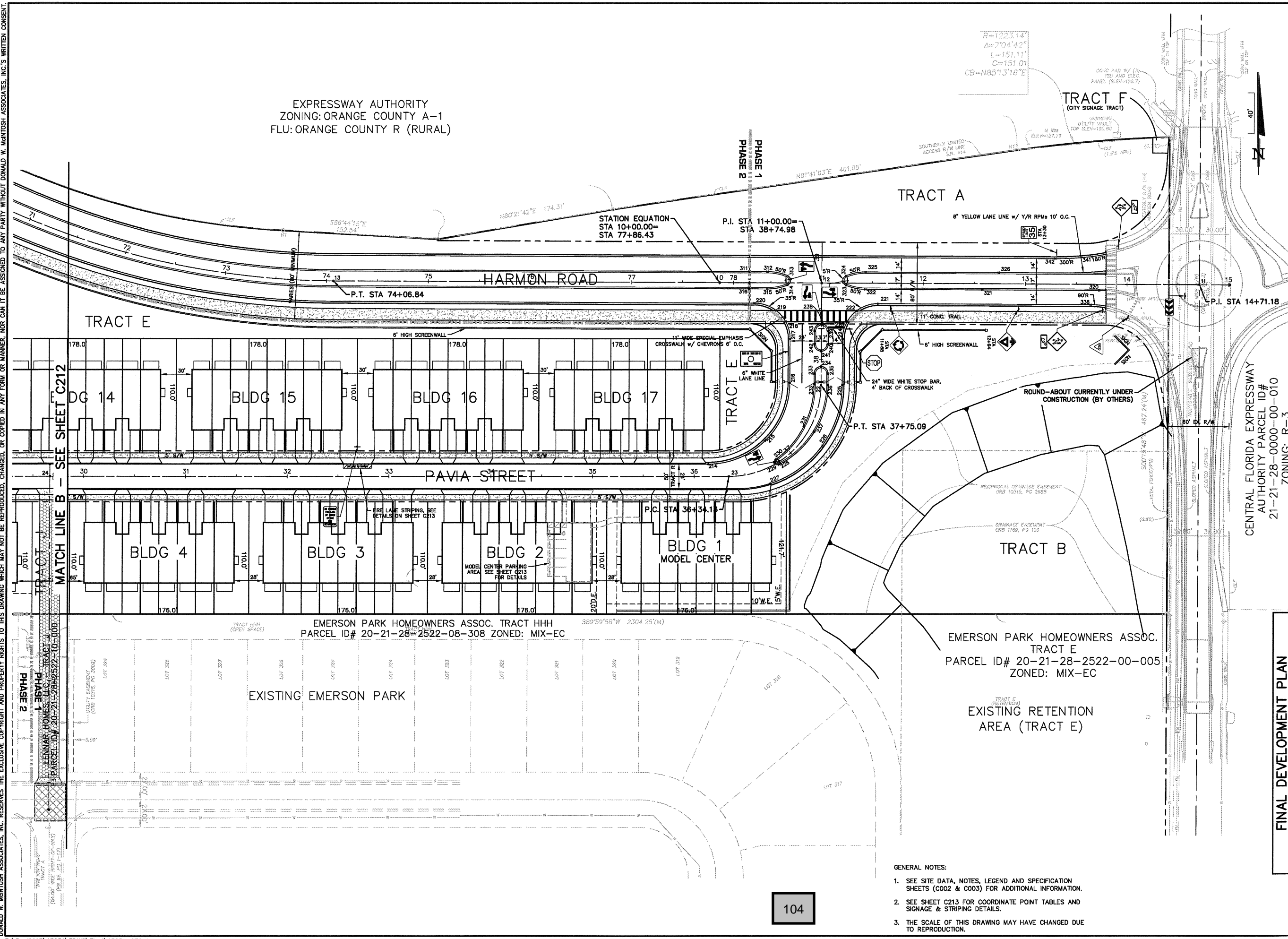
REVISIONS

NO.	DATE	REVISIONS
1	10/31/16	REVISION PER CITY COMMENTS RECEIVED 10/24/16

JTT
CHK

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EXPRESSWAY AUTHORITY
ZONING: ORANGE COUNTY A-1
FLU: ORANGE COUNTY R (RURAL)

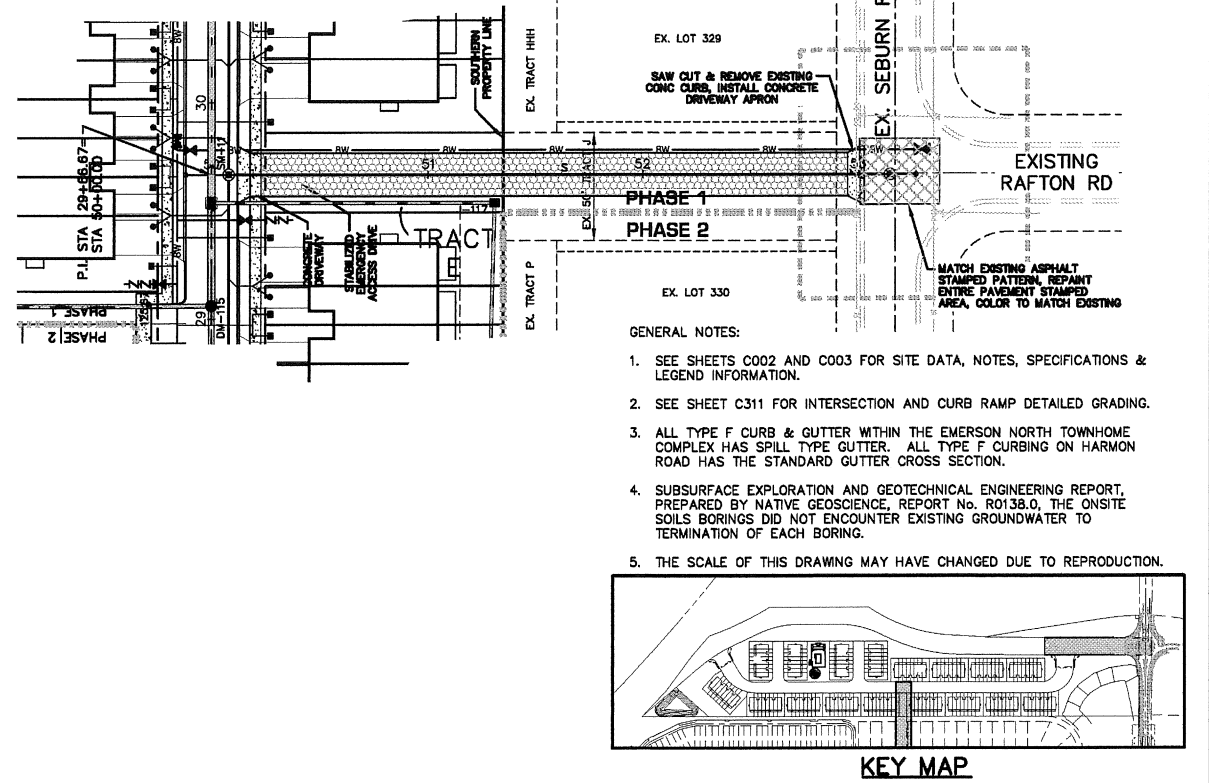
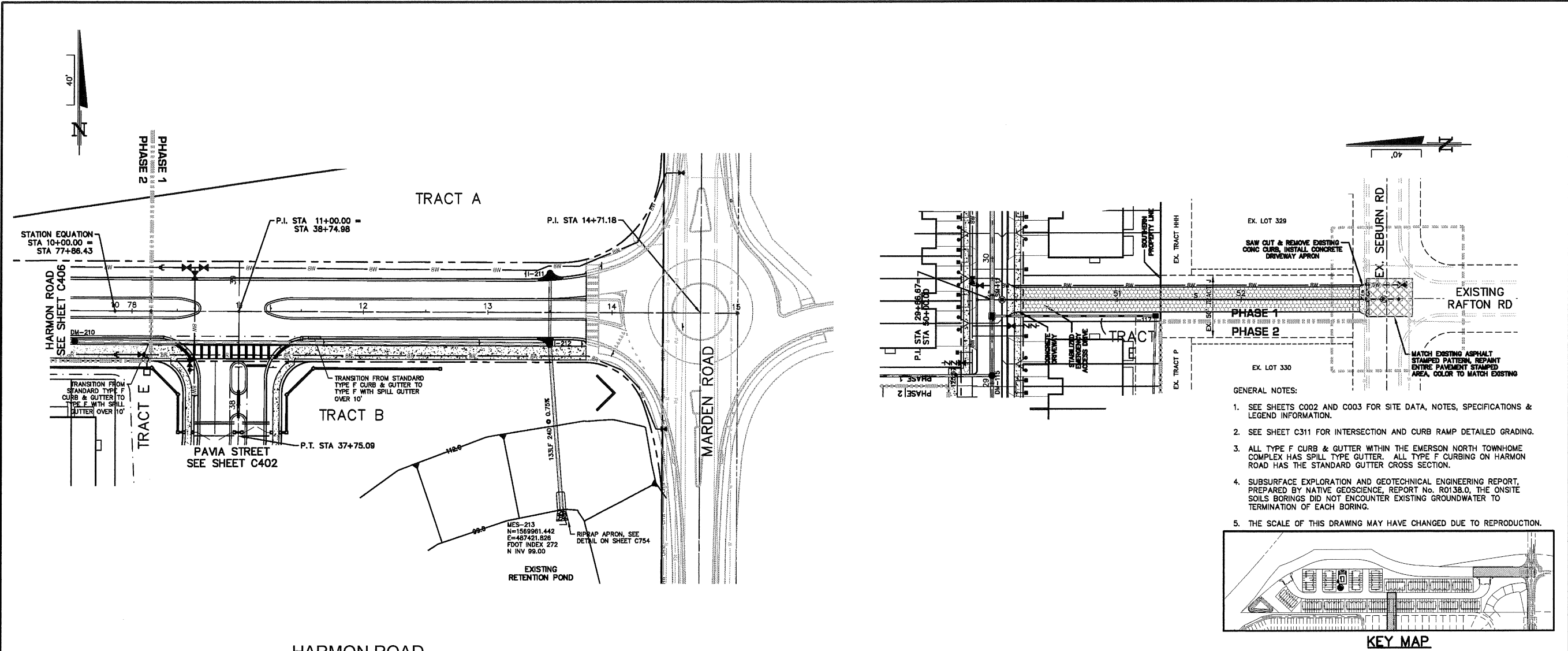


- GENERAL NOTES:
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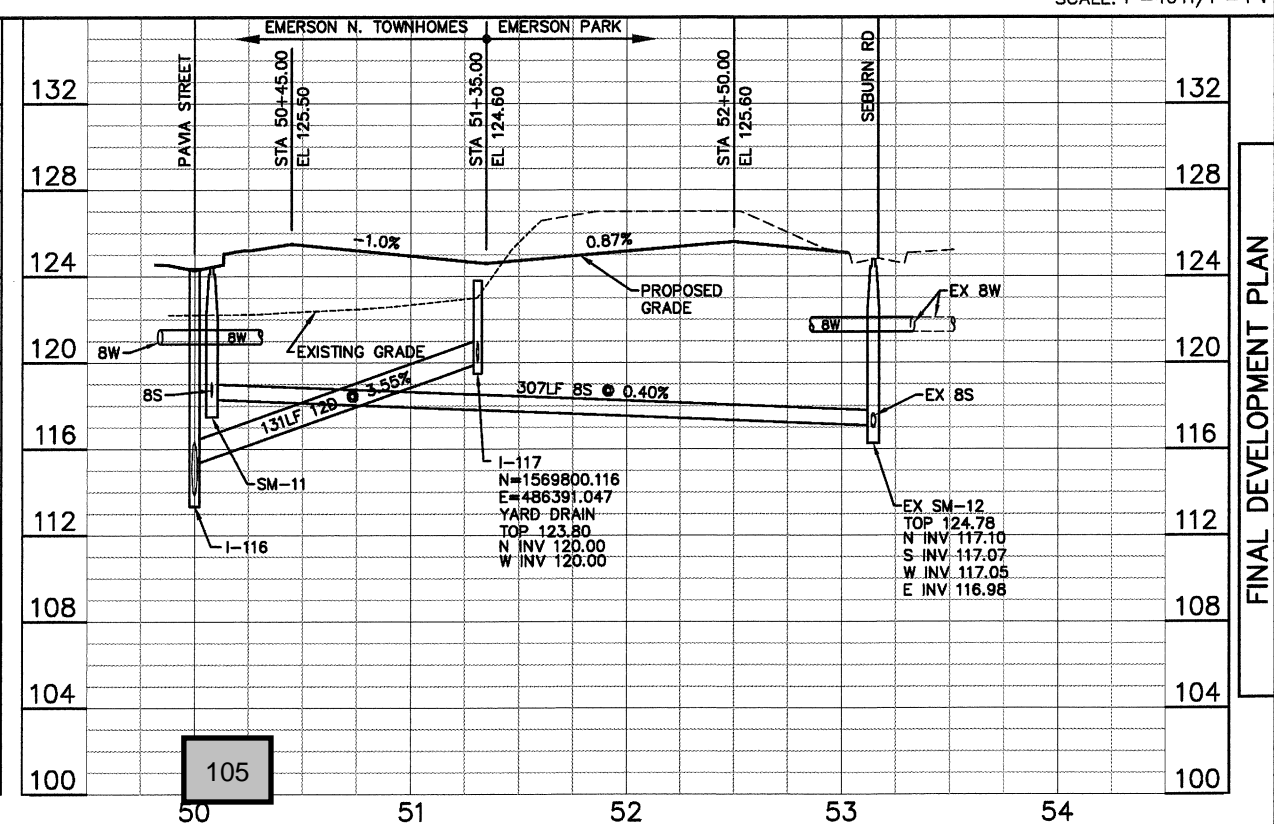
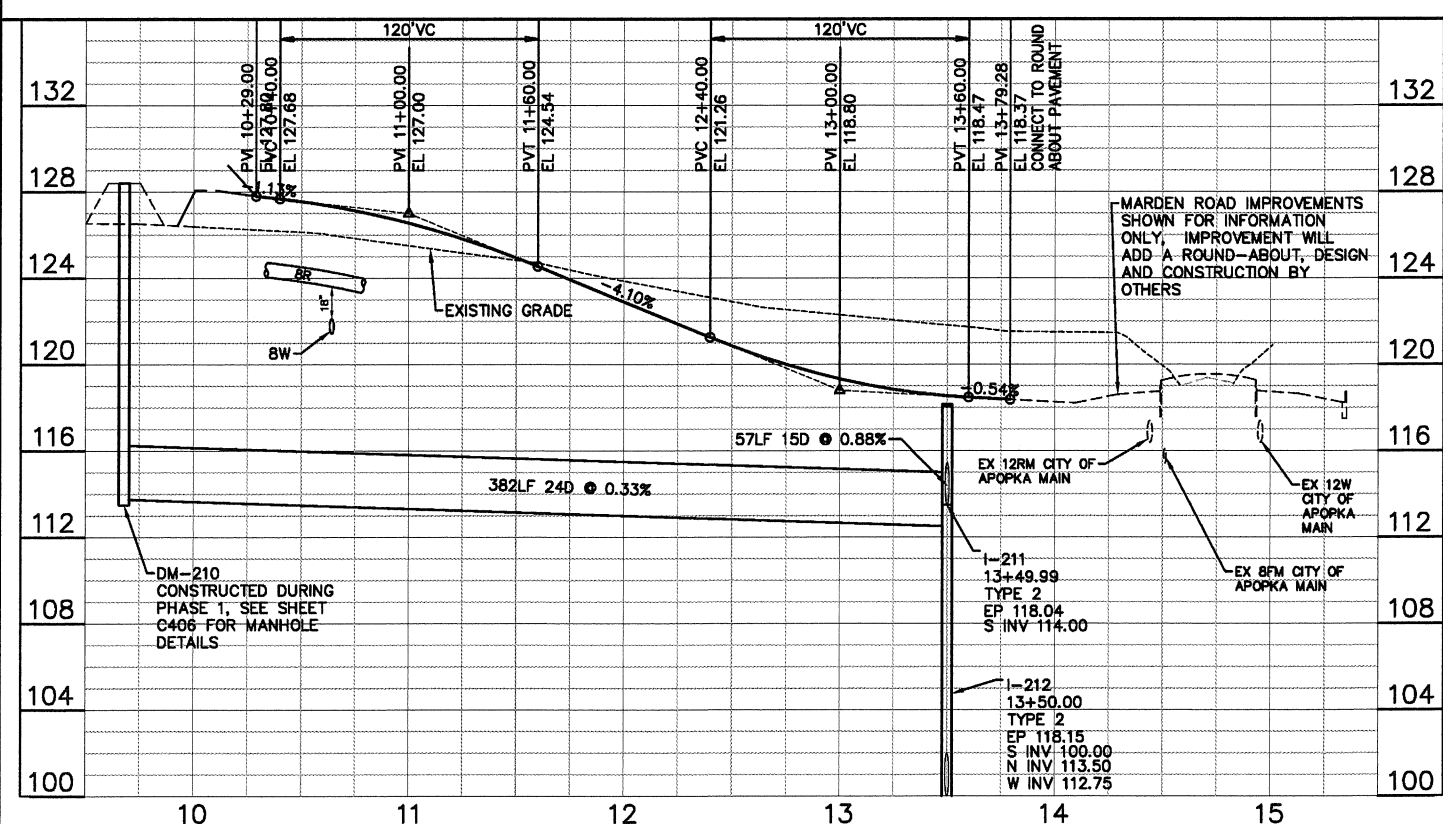
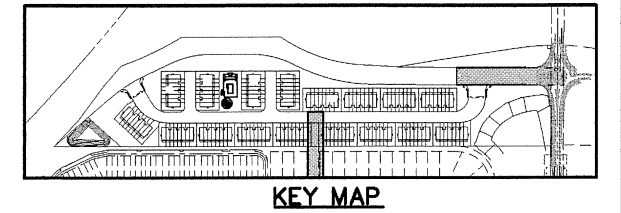
104

DRAWING 15051-GEO	SHEET C212	11 OF 37	FINAL DEVELOPMENT PLAN			
			EMERSON NORTH TOWNHOMES CITY OF APOPKA, FLORIDA HORIZONTAL GEOMETRY PLAN - EAST			
EMERSON PARK HOMEOWNERS ASSOC. TRACT HHH PARCEL ID# 20-21-28-2522-08-308 ZONED: MIX-EC			EMERSON PARK HOMEOWNERS ASSOC. TRACT E PARCEL ID# 20-21-28-2522-00-005 ZONED: MIX-EC			
EXISTING EMERSON PARK			EXISTING RETENTION AREA (TRACT E)			
DONALD W. MCINTOSH ASSOCIATES, INC. ENGINEERS 2200 PARK AVENUE NORTH, WINTER PARK, FL 32789 407.644.4068			PLANNERS SURVEYORS JOHN T. TOWNSEND FLORIDA P.E. No. 52127 DATE: 11/29/2016			
MATCH LINE B - SEE SHEET C212 PHASE 1 PHASE 2 LENNAR HOMES, LLC PARCEL ID# 20-21-28-2522-10-000			TRACT A TRACT B TRACT C (RETENTION) TRACT E TRACT F (CITY SIGNAGE TRACT)			
CENTRAL FLORIDA EXPRESSWAY AUTHORITY PARCEL ID# 21-21-28-0000-00-010 ZONING: R-3			11/22/16 REV ROUND ABOUT & UTILITY CONNECTIONS AT MARDEN RD 11/27/16 REVISION HARMON ROAD CONNECTION AT MARDEN ROAD 10/24/16 REVISION PER CITY COMMENTS RECEIVED 10/24/16			
DONALD W. MCINTOSH ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NO. 88			JOHN T. TOWNSEND FLORIDA P.E. No. 52127 DATE: 11/29/2016			
DRAWN BY: MAB DESIGNED BY: MAB CHECKED BY: JTT DATE: 10/31/16 SCALE: 1"=40' JOB NUMBER: 15051			NO. DATE REVISIONS 3 11/22/16 2 11/27/16 1 10/24/16			

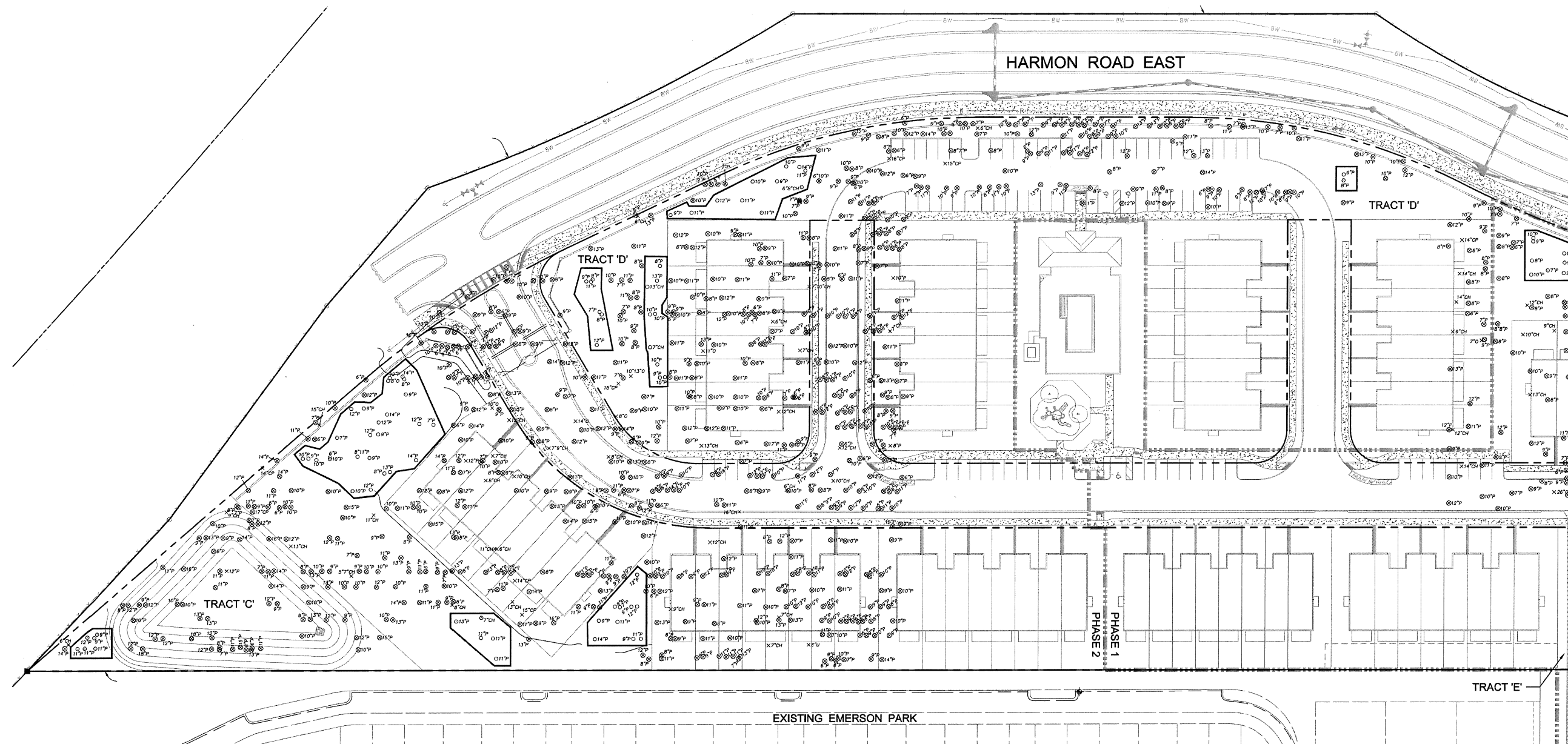
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- GENERAL NOTES:**
- SEE SHEETS C002 AND C003 FOR SITE DATA, NOTES, SPECIFICATIONS & LEGEND INFORMATION.
 - SEE SHEET C311 FOR INTERSECTION AND CURB RAMP DETAILED GRADING.
 - ALL TYPE F CURB & GUTTER WITHIN THE EMERSON NORTH TOWNHOME COMPLEX HAS SPILL TYPE GUTTER. ALL TYPE F CURBING ON HARMON ROAD HAS THE STANDARD GUTTER CROSS SECTION.
 - SUBSURFACE EXPLORATION AND GEOTECHNICAL ENGINEERING REPORT, PREPARED BY NATIVE GEOSCIENCE, REPORT No. R0138.0, THE ONSITE SOILS BORINGS DID NOT ENCOUNTER EXISTING GROUNDWATER TO TERMINATION OF EACH BORING.
 - THE SCALE OF THIS DRAWING MAY HAVE CHANGED DUE TO REPRODUCTION.



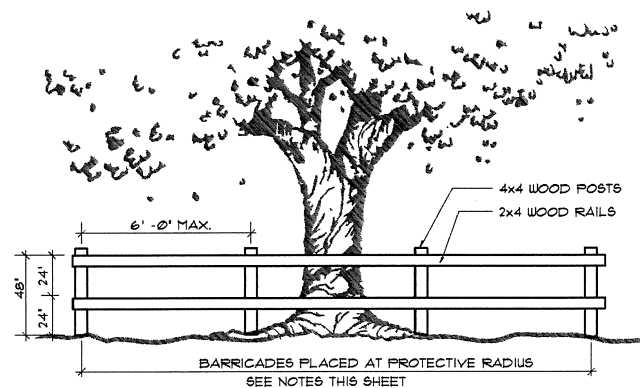
DONALD W. MCINTOSH ASSOCIATES, INC. ENGINEERS 2200 PARK AVENUE NORTH, WINTER PARK, FL 32789 407.644.4066		PLANNERS SURVEYORS 15051-PP	
DRAWN BY MAB	CHECKED BY JTT	DATE 10/3/16	SCALE 1"=40'H/1"=4'V
DESIGNED BY MAB	JOB NUMBER 15051	DATE 10/3/16	DATE 11/29/2016
FINAL DEVELOPMENT PLAN EMERSON NORTH TOWNHOMES CITY OF APOPKA, FLORIDA PLAN & PROFILE STA 10+00.00 TO 15+00.00 & 50+00.00 TO 54+50.00		NO. DATE REVISIONS 3 11/22/16 REV ROUND ABOUT & UTILITY CONNECTIONS AT MARDEN RD 2 11/7/16 REVISED HARMON ROAD CONNECTION AT MARDEN ROAD 1 10/31/16 REVISED PER CITY COMMENTS RECEIVED 10/24/16 JTT JTT CHK	
DRAWING 15051-PP	SHEET C401	18 OF 37	



MATCHLINE SHEET PL-002

TREE PROTECTION NOTES

- PROTECT DESIGNATED EXISTING TREES SCHEDULED TO REMAIN AGAINST:
 - UNNECESSARY CUTTING, BREAKING, OR SKINNING OF ROOTS
 - SKINNING AND BRUISING OF BARK
 - SMOTHERING OF TREES BY STOCKPILING CONSTRUCTION OR EXCAVATION MATERIALS WITHIN DRIP-LINE
 - EXCESS FOOT OR VEHICULAR TRAFFIC
 - PARKING VEHICLES WITHIN DRIP-LINE
- ERECT TEMPORARY WOODEN BARRICADES AS SHOWN ON THIS SHEET (PLAN 4 DETAIL), BEFORE COMMENCEMENT OF ANY SITE CLEARING OR GRADING. FENCE TO BE 4' HIGH MINIMUM WITH 4 X 4 POSTS AND 2-2X4 RAILS AT 2' AND 4' ABOVE GRADE AND SHALL BE SET DEEP ENOUGH IN THE GROUND TO BE STABLE WITHOUT ADDITIONAL SUPPORT. ALL FENCING SHOULD BE AT OR GREATER THAN THE FULL DRIFLINE OF ALL PROTECTED PINE AND PALM TREES AND AT OR GREATER THAN TWO-THIRDS OF THE DRIFLINE OF ALL OTHER PROTECTED TREES. NOTHING SHALL BE PLACED INSIDE OF PROTECTED BARRICADES, INCLUDING BUT NOT LIMITED TO CONSTRUCTION MATERIAL, MACHINERY, CHEMICALS OR TEMPORARY SOIL DEPOSITS. WHEN PAVING, EXCAVATION OR HARDSCAPE MUST BE DONE WITHIN BARRICADES, BARRICADES SHALL BE MOVED BACK TO A SECONDARY LOCATION AT EDGE OF WORK. EXTRA CARE MUST BE TAKEN AT THIS TIME BY THE CONTRACTOR TO INSURE THAT NO DAMAGE TO THE TREE OCCURS.
- PROVIDE WATER TO TREES AS REQUIRED TO MAINTAIN THEIR HEALTH DURING CONSTRUCTION WORK.
- WHEN NECESSARY TO CUT ROOT OVER 1-1/2" DIAMETER OF TREES TO REMAIN, CUT MUST BE A CLEAN CUT. COAT CUT FACES OF ROOTS WITH AN EMULSIFIED ASPHALT OR OTHER ACCEPTABLE COATING FORMULATED FOR USE ON DAMAGED PLANT TISSUE. TEMPORARILY COVER EXPOSED ROOTS WITH WET BURLAP TO PREVENT DRYING AND COVER WITH EARTH AS SOON AS POSSIBLE.
- NO GRADE CHANGES ARE TO BE MADE WITHIN THE BARRICADES WITHOUT PRIOR APPROVAL OF THE OWNER OR HIS DESIGNATED REPRESENTATIVE.
- INTERFERING BRANCHES MAY BE REMOVED AT THE DIRECTION OF THE OWNER OR HIS DESIGNATED REPRESENTATIVE, BY A QUALIFIED TREE SURGEON.
- REPAIR OR REPLACE TREES INDICATED TO REMAIN, WHICH ARE DAMAGED IN THE CONSTRUCTION OPERATIONS, IN A MANNER ACCEPTABLE TO THE OWNER. EMPLOY A QUALIFIED TREE SURGEON TO REPAIR MAJOR DAMAGES TO TREES AND SHRUBS, PROMPTLY, TO PREVENT PROGRESSIVE DETERIORATION CAUSED BY THE DAMAGE.
- GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF TREES DAMAGED BEYOND REPAIR WITH 3 TREES OF SIMILAR QUALITY AND SPECIES, SIZED TO MATCH THE LARGEST TREES OF THAT SPECIES BEING PLANTED AS PER THE LANDSCAPE PLANS. IF TREES ARE HARMED THROUGH LACK OF PROTECTION OR THROUGH NEGLIGENCE ON THE PART OF THE CONTRACTOR, THE CONTRACTOR SHALL BEAR THE BURDEN OF THE COST OF REPAIR OR REPLACEMENT.



TREE PROTECTION BARRICADE DETAIL
SCALE: N.T.S.

TREE SURVEY DATA

TOTAL TREE INCHES ON SITE	3041
TOTAL TREE INCHES TO BE REMOVED	1656
TOTAL TREE INCHES TO BE PRESERVED	1385
TOTAL REPLACEMENT INCHES REQUIRED	265
TOTAL INCHES REPLACED	724
TOTAL INCHES POST DEVELOPMENT	215*
TOTAL SPECIMEN TREES (24" AND GREATER) TO BE REMOVED	2
TOTAL SPECIMEN INCHES RETAINED	0
SITE CLEARING AREA	738/31 SF. (16.95 AC.)

* THIS TOTAL IS A COMBINATION OF PROPOSED AND EXISTING RETAINED TREE CALIFER INCHES. SEE LANDSCAPE LEGEND ON SHEET PL-302 FOR PROPOSED TREE CALIFER TOTAL.
** SEE LANDSCAPE CODE SUMMARY CHART, SHEET PL-302 FOR MAXIMUM TREE STOCK FORMULA AND CALCULATIONS

LEGEND

X	TREE TO BE REMOVED
⊗	PINE TREE TO BE REMOVED*
○	TREE TO BE PRESERVED
◻	TREE PRESERVATION AREA
8'P	TREE CALIFER AT BREAST HT. AND TYPE
CA	CAMPHOR
CH	CHERRY LAUREL
CP	CABBAGE PALM
O	OAK
P	PINE
PM	PALM

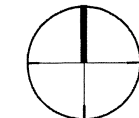
* BECAUSE PINE TREES ON THIS SITE WERE PLANTED FOR SILVICULTURE PURPOSES, THEY ARE NOT COUNTED AS REMOVED TREES THAT REQUIRE REPLACEMENT

EMERSON NORTH TOWNHOMES

CITY OF APOPKA, FL

TREE PRESERVATION PLAN

Date: 10/31/16
Scale: 1"=40'
Drawn: CPB Checked: RRC
File Name: EMTHL001.DWG



Sheet **L-001**

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

SIGNATURE _____ REG. NO. _____ DATE _____



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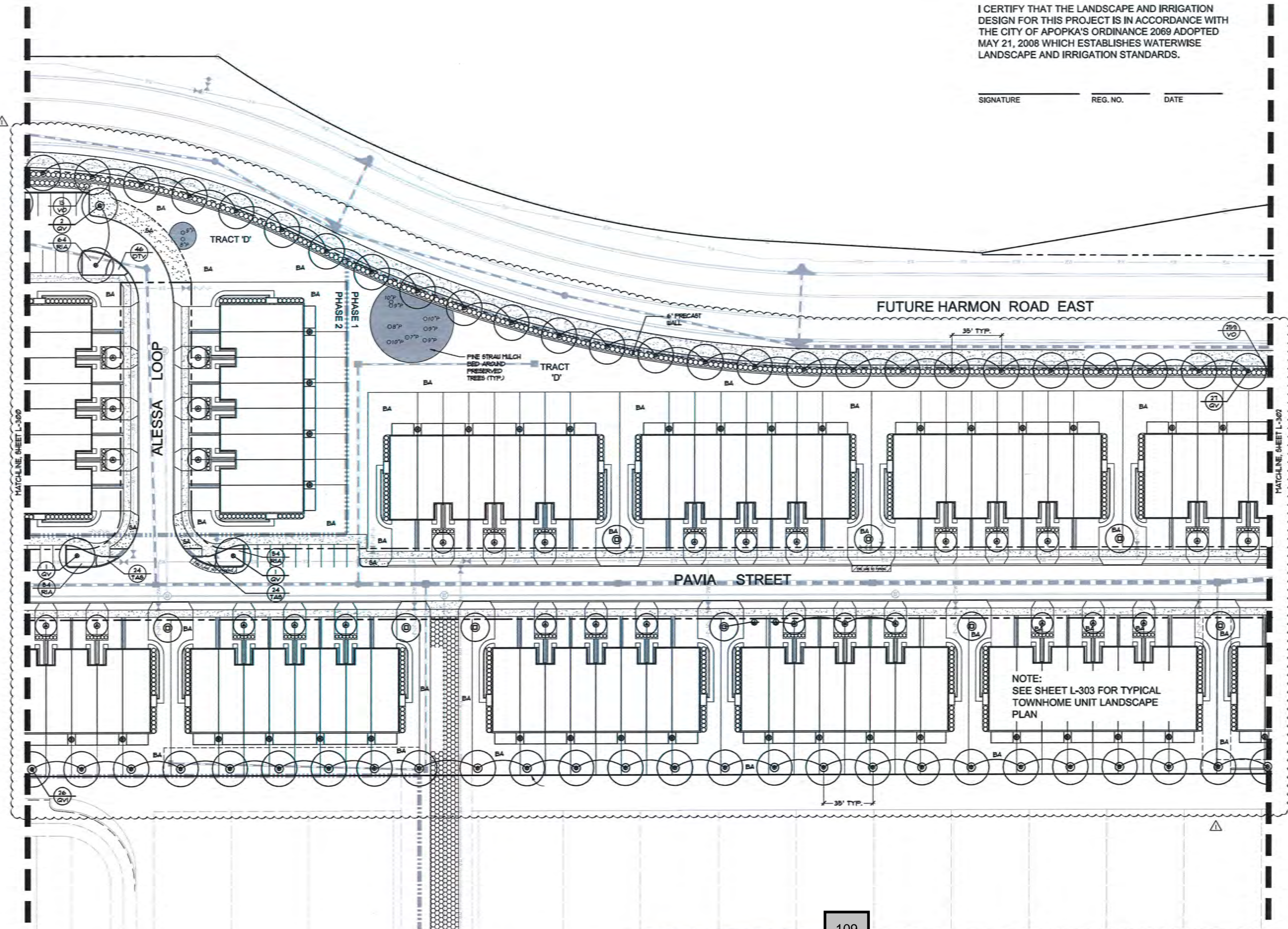
Revision table with columns for revision number, description, and date.

EMERSON NORTH TOWNHOMES
CITY OF APOPKA, FL
LANDSCAPE PLAN

Date: 10/31/16
Scale: 1"=30'
Drawn: CFB Checked: RRC
File Name: EMTH-L301.DWG



L-301



USER: C:\EMERSON\...
DATE: 10/31/16
TIME: 11:00 AM

SEE SHEET L-303 FOR LANDSCAPE LEGEND, NOTES AND CODE COMPLIANCE SUMMARY

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

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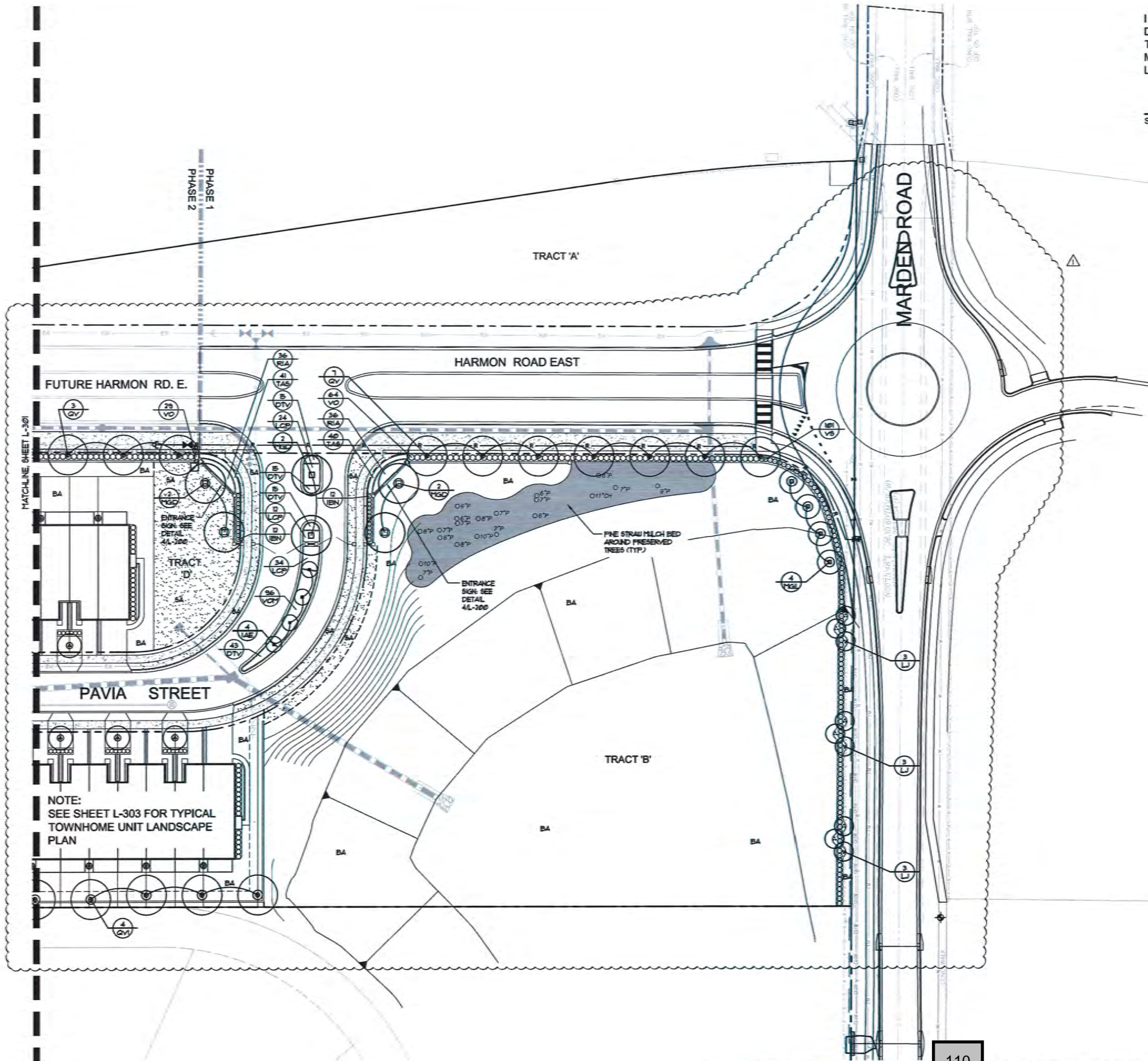
Revision	Date	By	Check
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EMERSON NORTH TOWNHOMES
 CITY OF APOPKA, FL
 LANDSCAPE PLAN

Date: 10/31/16
 Scale: 1"=30'
 Drawn: CPB Checked: RRC
 File Name: EMTHL302.DWG



L-302



FUTURE HARMON RD. E.

HARMON ROAD EAST

PAVIA STREET

MARDEN ROAD

TRACT 'A'

TRACT 'B'

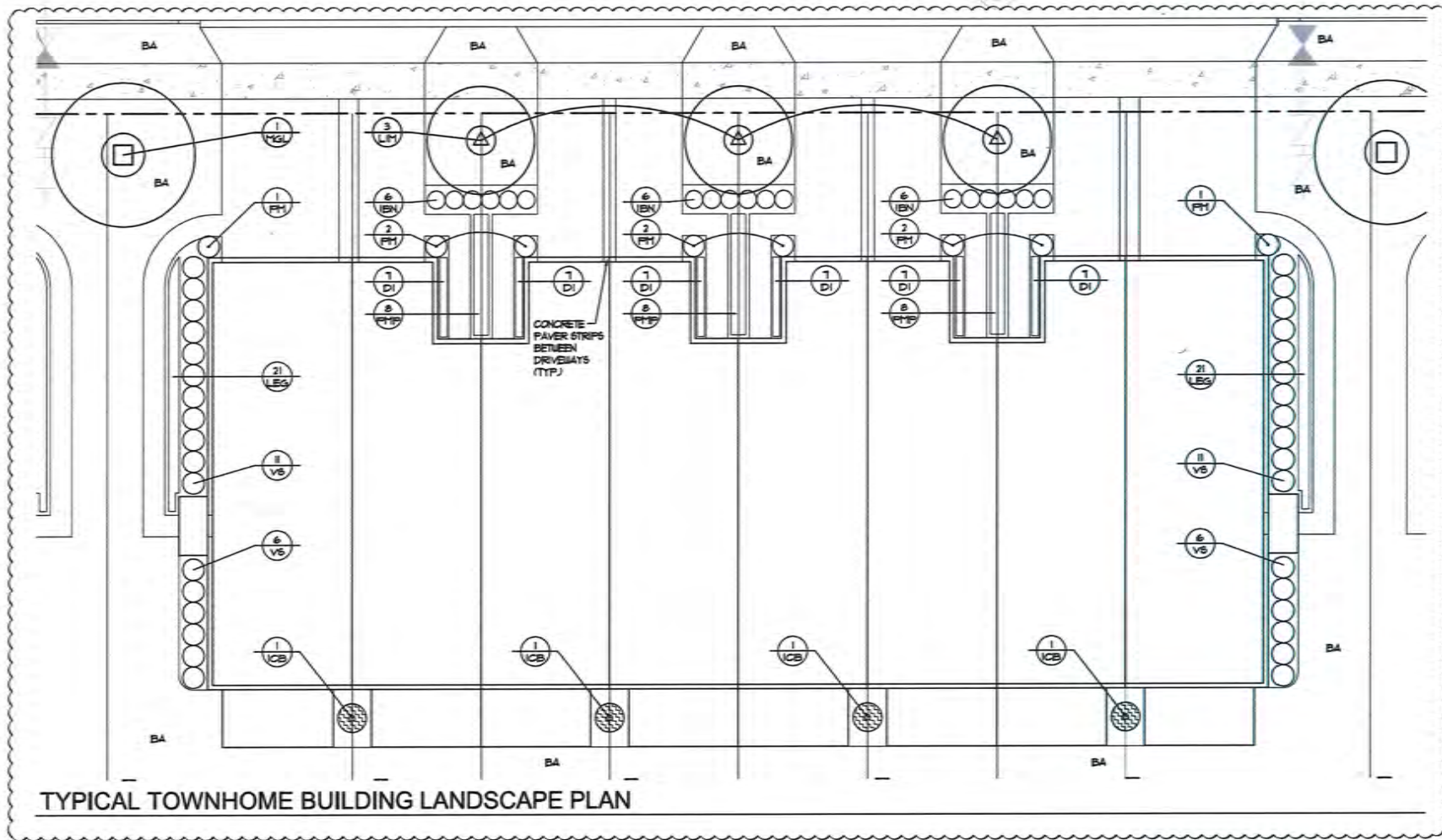
TRACT 'D'

NOTE:
 SEE SHEET L-303 FOR TYPICAL
 TOWNHOME UNIT LANDSCAPE
 PLAN

SEE SHEET L-303 FOR LANDSCAPE LEGEND, NOTES AND CODE COMPLIANCE SUMMARY

110

USER: PAVIA CHERRYBLOSSOM
 PROJECT: EMERSON NORTH TOWNHOME IMPROVEMENT CONCEPT L-302.DWG
 DATE: 28 NOV 2016 1:08PM



TYPICAL TOWNHOME BUILDING LANDSCAPE PLAN

GENERAL NOTES

- ALL UNPAVED AREAS NOT DESIGNATED AS A LANDSCAPE SHRUB BED SHALL BE COVERED WITH SOD AS INDICATED ON PLANS.
- ALL SHRUBS SHALL BE PLANTED 1-1/2' AND TREES 2-1/2' ABOVE GRADE. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER PLANT HEALTH IN ON-SITE SOILS.
- NEGLY INSTALLED TREES SHALL HAVE THEIR CALIPER MEASURED AT DIAMETER BREAST HEIGHT (DBH) ABOVE THE TOP OF THE ROOT BALL.
- ALL PLANT MATERIAL SHALL MEET OR EXCEED THE GRADE STANDARDS OF FLORIDA NO. 1 AS PROVIDED IN 'GRADES AND STANDARDS FOR NURSERY PLANTS' (LATEST EDITION) STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE, TALLAHASSEE, AND ANY AMENDMENTS THERETO.
- THE LANDSCAPE ARCHITECT MAY REJECT ANY PLANT MATERIAL BROUGHT TO THE SITE WHICH HE DETERMINES TO BE OF INFERIOR QUALITY, DOES NOT MEET FLORIDA NO. 1 GRADE OR THAT DOES NOT MEET SPECIFIED SIZE.
- ALL TREES WITH THE EXCEPTION OF PALMS SHALL BE EITHER CONTAINER GROWN OR FIELD GROWN. NO GROW BAGS WILL BE ACCEPTED.
- ALL PLANT BEDS AND DESIGNATED 'MULCH' AREAS SHALL BE TOP-DRESSED WITH A MINIMUM OF 3" FINE BARK 'MINI-NUGGETS' MULCH.
- ALL TREES SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL INSPECTION.
- ALL TREES SHALL HAVE ALL SYNTHETIC BURLAP REMOVED FROM THE ENTIRE ROOT BALL. THE TOP THREE ROWS OF SQUARES ON ALL CAGES AROUND THE ROOT BALLS SHALL BE CLIPPED OFF AND REMOVED.
- THE CONTRACTOR SHALL READ AND ADHERE TO ALL WRITTEN SPECIFICATIONS.
- THE CONTRACTOR SHALL SUBMIT UNIT PRICES FOR ALL BID ITEMS.
- THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITY LOCATIONS AND DEPTHS PRIOR TO LANDSCAPE INSTALLATION.
- THE CONTRACTOR SHALL VISUALLY INSPECT THE SOILS CONDITION OF THE SITE. HE SHALL DIG A MINIMUM OF 3 TEST HOLES 3 FEET DEEP RANDOMLY AROUND THE SITE. HE SHALL PERFORM PERCOLATION TESTS IN THESE HOLES FOR A PERIOD OF ONE HOUR EACH. THE HOLES SHALL BE FILLED WITH WATER AND IF THE HOLES HOLD MORE THAN 6" OF WATER AFTER ONE HOUR, THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED OF THE PROBLEM. THE CONTRACTOR SHALL RECOMMEND SUBSTITUTIONS OF PLANT MATERIAL AND PLANTING INSTALLATION TO ACCOMMODATE POOR DRAINING SOILS.
- THE CONTRACTOR SHALL PROVIDE A SOIL TEST IN 4 LOCATIONS AND PROVIDE RECOMMENDATIONS FOR AMENDMENTS BASED ON THE RESULTS IN ORDER TO ACHIEVE A BALANCED PH FOR THE PLANTING BACKFILL. (SEE SECTION 2810 OF THE LANDSCAPE SPECIFICATIONS). IMPROPER SOIL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL RECTIFY ALL INCURRED DAMAGES AT NO ADDITIONAL COST TO THE OWNER.
- SUCCESSFUL BIDDER SHALL LOOK UP ALL MATERIALS IMMEDIATELY AFTER CONTRACT ASSIGNMENT. PLANTS SHALL BE HELD DURING THE PERIOD FROM CONTRACT TO INSTALLATION TO ALLOW FOR ADDITIONAL GROWTH. ALL PLANTS WILL BE REQUIRED TO BE FULL AND HEALTHY. CONTRACTOR SHALL ARRANGE FOR PLANT APPROVAL PRIOR TO DELIVERY EITHER BY SAMPLES, PHOTOS OR NURSERY VISITS.
- THE CONTRACTOR SHALL REVIEW THE SOILS REPORT ON FILE WITH THE OWNER.
- THE INSTALLATION OF PLANT MATERIAL SHALL BE VIEWED AS ACCEPTANCE BY THE CONTRACTOR OF EXISTING GRADES AS GIVEN TO HIM.
- THE CONTRACTOR SHALL PROVIDE TO THE LANDSCAPE ARCHITECT A WRITTEN LETTER OF ACCEPTABILITY OF GRADES. FAILURE TO DO SO WILL BE VIEWED AS AN ACCEPTANCE OF EXISTING GRADES BY THE CONTRACTOR.
- CONTRACTOR SHALL ANTICIPATE THAT THE FIRST 5 FEET AROUND THE BUILDING PERIMETER WILL BE COMPACTED. THESE AREAS SHALL BE FILLED AND IMPROVED IN ORDER TO SUSTAIN VIGOROUS, HEALTHY PLANT GROWTH.
- IN THE EVENT OF A VARIATION BETWEEN THE PLANT LIST AND THE ACTUAL QUANTITY OF PLANTS SHOWN ON THE PLAN DRAWINGS, THE PLANS SHALL CONTROL. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING A QUANTITY COUNT AS A CHECK FOR DISCREPANCIES.
- WHERE LIGHT POLES AND TREES OR STREET SIGNS AND TREES OCCUR IN PROXIMITY TO EACH OTHER, A MINIMUM SEPARATION OF 10 FEET SHALL BE MAINTAINED.
- THE CONTRACTOR WILL BE REQUIRED TO SAND AREAS OF SOD THAT ARE NOT SMOOTHLY APPLIED TO ELIMINATE SMALL IRREGULARITIES IN GRADES. LARGE GRADE IRREGULARITIES WILL REQUIRE REGRADING AND RESODDING.
- THE CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF THE SITE INCLUDING ALL MOUND, EDGING, TRIMMING, PRUNING AND SPRAYING OF PESTICIDES AND FUNGICIDES UNTIL THE TIME OF FINAL ACCEPTANCE BY THE OWNER. IF PROJECT IS INSTALLED IN PHASES, OWNER WILL PROVIDE PHASING INFORMATION AT TIME OF BIDDING PROCESS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR RECEIVING THE LANDSCAPE ARCHITECT'S APPROVAL OF ALL PLANT BED LAYOUTS AND TREE LOCATIONS PRIOR TO INSTALLATION. IF PLANT MATERIAL IS INSTALLED PRIOR TO LANDSCAPE ARCHITECT'S APPROVAL, CONTRACTOR WILL BE SUBJECT TO RELOCATING THE MATERIAL AT THE LANDSCAPE ARCHITECT'S REQUEST AND AT THE CONTRACTOR'S OWN EXPENSE.
- PRIOR TO THE REMOVAL OF ANY TREES, THE TREES TO BE RETAINED SHALL HAVE PROTECTIVE TREE BARRIERS PER THE TREE PROTECTION DETAIL.
- CONTRACTOR IS EXPECTED TO CARRY OUT ALL RESPONSIBILITIES AS SET FORTH IN THESE LANDSCAPE NOTES AND IN THE LANDSCAPE SPECIFICATIONS. THEY WILL BE STRICTLY ENFORCED BY THE OWNER/LANDSCAPE ARCHITECT.
- ROOT BARRIERS WITH A MINIMUM DEPTH OF 36 INCHES MUST BE INSTALLED WHEN CANOPY TREES ARE PLANTED WITHIN 5 FEET OF UTILITIES, WALLS, SIDEWALKS AND ANY OTHER STRUCTURE AS DETERMINED BY THE CITY.
- THE ORGANIC CONTENT OF THE TOP 4 INCHES OF THE LAWN BED FOR ALL AREAS TO BE SEEDDED OR SODDED SHALL BE A MINIMUM OF 5 PERCENT.
- ALL CODE-REQUIRED PLANTS SHALL BE MAINTAINED IN A HEALTHY, PEST-FREE CONDITION. WITHIN 6 MONTHS OF A DETERMINATION BY THE CITY THAT A PLANT IS DEAD OR SEVERELY DAMAGED OR DISEASED, THE PLANT SHALL BE REPLACED BY THE PROPERTY OWNER IN ACCORDANCE WITH CITY CODE STANDARDS.
- ALL SHRUB/GROUNDCOVER MATERIAL SHALL BE INSTALLED A MINIMUM OF 25' (30') FROM THE FOUNDATION OF ALL BUILDINGS OR WALLS.

SOD AREA CALCULATION

TOTAL SITE LANDSCAPE AREA = 368,250 SF.*
 TOTAL ALLOWABLE ST. AUGUSTINE AREA = 21,780 SF.
 TOTAL PROPOSED ST. AUGUSTINE SOD AREA = 19,925 SF.
 TOTAL PROPOSED BAHIA SOD AREA = 270,333 SF.

*NOTE: LANDSCAPE AREA IS CALCULATED WITHIN THE BOUNDARY OF THE RESIDENTIAL DEVELOPMENT ONLY. LANDSCAPE AREA IN THE HARMON ROAD RIGHT-OF-WAY IS NOT INCLUDED IN THIS CALCULATION.



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

SIGNATURE

REG. NO.

111

"FLORIDA FRIENDLY" PLANT LIST

SYM	QTY	BOTANICAL NAME	COMMON NAME	SPECIFICATION
ED	3	ELAEAGARUS DECIPENS	JAPANESE BLUEBERRY	MIN. 6' HT. & 1.5" DBH CAL.
AE	4	LEXIA ATENLATA 'EAGLESTON'	EAGLESTON HOLLY	MIN. 6' HT. & 1.5" DBH CAL.
LM	45	LAGERSTROEMIA INDICA 'MUSKOGEE'	LAVENDER CRAPE MYRTLE (STD.)	MIN. 6' HT. & 1.5" DBH CAL. SINGLE TRUNK
LT	10	LAGERSTROEMIA INDICA 'TUSCARORA'	PINK CRAPE MYRTLE	MIN. 6' HT. & 1.5" DBH CAL. MULTI-TRUNK
LU	9	LIGUSTRUM JAPONICUM	JAPANESE LIGUSTRUM TREE	MIN. 6' HT. & 1.5" DBH CAL. MULTI-TRUNK
MGD	10	MAGNOLIA GRANDIFLORA 'D.D. BLANCHARD'	D.D. BLANCHARD SOUTHERN MAGNOLIA	MIN. 6' HT. & 2.5" DBH CAL.
MGL	20	MAGNOLIA GRANDIFLORA 'LITTLE GEM'	LITTLE GEM SOUTHERN MAGNOLIA	MIN. 6' HT. & 2.5" DBH CAL.
QV	72	QUERCUS VIRGINIANA	LIVE OAK	MIN. 6' HT. & 2.5" DBH CAL.
QV1	45	QUERCUS VIRGINIANA	LIVE OAK	MIN. 6' HT. & 3" DBH CAL.
TD	12	TAXODIUM DISTICHUM	BALD CYPRESS	MIN. 6' HT. & 2.5" DBH CAL.

SYM	QTY	BOTANICAL NAME	COMMON NAME	SPECIFICATION
DI	630	DIETES PROCOEDES	WHITE AFRICAN RIS	MIN. 8' HT. & 18" O.C.
DTV	247	DIANELLA TASMANICA 'VAREGATA'	BLUEBERRY FLAX LILY	MIN. 8' HT. & 18" O.C.
BN	385	LEX CORNUATA 'BURFORDI NANA'	DWARF BURFORD HOLLY	MIN. 24" HT. & 30" O.C.
ICB	60	LEX CORNUATA 'BURFORDI'	BURFORD HOLLY	MIN. 24" HT. PLACE AS SHOWN ON PLANS
ICS	2	LEX CRENATA 'SKY PENCIL'	SKY PENCIL HOLLY	MIN. 24" HT. PLACE AS SHOWN ON PLANS
INS	168	LEX VIOLETORIA 'STOKES DWARF'	DWARF YAUPOH HOLLY	MIN. 14" HT. & 24" O.C. (NON-CODE REQUIRED PLANT)
JP	18	JUNIPERUS CHINENSIS 'PARSONS'	PARSONS JUNIPER	MIN. 8' HT. & 24" O.C. (NON-CODE REQUIRED PLANT)
LCP	118	LOROPETALUM CHINENSIS 'RUBRUM PLUM DELIGHT'	PLUM DELIGHT LOROPETALUM	MIN. 14" HT. & 24" O.C. (NON-CODE REQUIRED PLANT)
LEG	107	LIRIOPE MUSCARI 'EMERALD GODDESS'	EMERALD GODDESS LIRIOPE	MIN. 8' HT. & 18" O.C. (NON-CODE REQUIRED PLANT)
NCF	29	NANDINA DOMESTICA 'FIREPOWER'	FIREPOWER HEAVENLY BAMBOO	MIN. 12" HT. & 18" O.C. (NON-CODE REQUIRED PLANT)
PLI	145	PODOCARPUS MACROPHYLLUS	PODOCARPUS	MIN. 24" HT. & 30" O.C. (NON-CODE REQUIRED PLANT)
PMP	360	PODOCARPUS MACROPHYLLUS 'PRINGLES'	DWARF PODOCARPUS	MIN. 18" HT. & 24" O.C. (NON-CODE REQUIRED PLANT)
RA	528	RHAPHOLEPIS INDICA 'ALEA'	WHITE INDIAN HAWTHORN	MIN. 14" HT. & 24" O.C. (NON-CODE REQUIRED PLANT)
SN	2	STYLIDIA NODOSA	WHITE BIRD OF PARADISE	MIN. 24" HT. PLACE AS SHOWN ON PLANS
TAS	305	TRACHELOSPERMIUM ASIATICUM 'SUMMER SUNSET'	SUMMER SUNSET DWARF JASMINE	MIN. 4' HT. & 18" O.C. (NON-CODE REQUIRED PLANT)
TF	225	TRIPSACUM FLORIDANUM	DWARF FAKAHATCHEE GRASS	MIN. 24" HT. & 30" O.C. (NON-CODE REQUIRED PLANT)
VO	641	VIBURNUM OBOVATISSIMUM	SWEET VIBURNUM	MIN. 36" HT. & 42" O.C.
VOM	96	VIBURNUM OBOVATUM 'MRS. SHILLERS DELIGHT'	DWARF WALTERS VIBURNUM	MIN. 14" HT. & 24" O.C. (NON-CODE REQUIRED PLANT)
VS	679	VIBURNUM SUSPENSUM	SANDALWOOD VIBURNUM	MIN. 24" HT. & 30" O.C.

SYM	QTY	BOTANICAL NAME	COMMON NAME	SPECIFICATION
BA	270,333 S.F.	PASPALUM NOTATUM 'ARGENTINE'	ARGENTINE BAHIA	FULL DENSE FOLIAGE. PEST AND DISEASE FREE.
SA	19,925 S.F.	STENOTAPHRUM SECUNDATUM 'FLORATA'	FLORATA ST. AUGUSTINE	FULL DENSE FOLIAGE. PEST AND DISEASE FREE.

NOTE: ALL TREES WILL BE CALIPER-MEASURED AT DBH (DIAMETER BREAST HEIGHT)

LANDSCAPE CODE SUMMARY CHART

REQUIREMENT	CODE REFERENCE	CALCULATION	REQUIRED	PROVIDED	SIZE
PERIMETER LANDSCAPING NOT ABUTTING STREET OR PARKING					
1 CANOPY TREE PER 30'	5.01.08(B)(2)	4332 PERIMETER LENGTH / 30	121 TREES	121	MIN. 2.5" DBH CAL. & 8' HT.
BUFFER LANDSCAPING ABUTTING PUBLIC RIGHT-OF-WAY (MARDEN ROAD)					
1 TREE PER 25' AND CONTINUOUS HEDGE	5.01.08(D)	258' PERIMETER LENGTH / 25	11 TREES & HEDGE	13 TREES & HEDGE*	TREES MIN. 1.5" DBH CAL. & 8' HT. SHRUBS MIN. 24" HT. & 30" O.C.
PARKING LOT LANDSCAPING					
1 CANOPY TREE PLUS 1 CANOPY TREE PER 20 SPACES	5.01.08(C)(1)	1 TREE + 95 SPACES / 20	6 TREES	13 TREES	MIN. 2.5" DBH CAL. & 8' HT.
HEDGE ROW WHERE PARKING IS ADJACENT TO STREET @ 3.5' O.C.	5.01.08(C)(2)	288' / 3.5	82 SHRUBS	82 SHRUBS	MIN. 30" HT.
MIN. 30% OF PARKING AREA TO BE COVERED BY MATURE TREE CANOPY	5.01.08(C)(1)(b)	15,820 S.F. PAV. AREA x .30	4888 S.F.	7154 S.F. OF COVERAGE	30' PROJECTED MATURE CANOPY DIAMETER AND 25' UNDERSTORY DIAMETER
MIN. 10% OF PARKING AREA TO BE LANDSCAPED	5.01.08(C)(5)	15,820 S.F. PAV. AREA x .10	1582 S.F.	2554 S.F. (16%) OF LANDSCAPE AREA	VEGETATION MIX TO INCLUDE TREES, SHRUBS AND GROUNDCOVER
8 UNIT BUILDING FOUNDATION LANDSCAPING					
LANDSCAPE MIN. 30% OF LINEAR LENGTH OF BLDG. BASE ORIENTED TOWARD S. OR N. FRASING WITH MIN. 4' BED WIDTH	5.02.18E(1)(B)(1)	148' X 0.5 X 4	296 S.F. OF LANDSCAPE	300 S.F.	SHRUBS MIN. 24" HT. @ 30" O.C. NO MORE THAN 50% GROUNDCOVER
PROVIDE TREES AT A RATIO OF 1 TREE PER 200 SQ. FT. OF REQUIRED LANDSCAPE AREA	5.02.18E(3)(a)(2)	296 S.F. / 200	2 TREES	4 TREES	MIN. 2.5" DBH CAL. & 8' HT. FOR PROPOSED CANOPY TREES AND 1.5" CAL. & 8' HT. FOR UNDERSTORY TREES
TREE REPLACEMENT					
CITY REQUIREMENT FOR MINIMUM TREE STOCK ON A PROPERTY FOR REPLACEMENT PURPOSES	5.01.07A(2)(b)	5.7' SITE AREA (708,735 - 8000 S.F. / 1000 x 0.5 x 21)	247 MAX. CALIPER INCHES OF REPLACEMENT TREES	734 DBH CAL. INCHES PROPOSED TO BE REPLACED	MIN. 2" DBH CAL. & 8' HT. FOR PROPOSED REPLACEMENT TREES
MINIMUM TREE REQUIREMENT					
PLANT 1 TREE PER 8000 SQ. FT. OF SITE AREA	5.01.08(A)	5.7' SITE AREA (708,735) / 8000	89 TREES	303 PROPOSED TREES AND 146 PRESERVED TREES	MIN. 2.5" DBH CAL. & 8' HT. FOR PROPOSED CANOPY TREES AND 1.5" CAL. & 8' HT. FOR UNDERSTORY TREES
PROPERTY PERIMETER ABUTTING A STREET					
PLANT 1 CANOPY SHADE TREE AND TEN SHRUBS PER 25 LINEAL FEET OF PROPERTY PERIMETER ABUTTING A STREET	5.01.08(B)(2)	2015' STREET FRONTAGE LENGTH / 25	58 TREES AND 578 SHRUBS	58 TREES AND 578 SHRUBS	SHRUBS MIN. 30" HT. TREES MIN. 2.5" CAL. & 8' HT.
PARK TRACT LANDSCAPING					
TRACTS 9', 10', 12' & 15' SHALL HAVE A MINIMUM OF ONE CANOPY TREE FOR EVERY 4000 SQ. FT.	5.01.08(B)(3)	115,738 SQ. FT. / 4000	29 TREES	148 PRESERVED TREES	TREES MIN. 3" DBH CAL. & 8' HT.

*DUE TO THE EXISTENCE OF ELECTRICAL OVERHEAD POWER LINES ALONG THE PUBLIC RIGHT-OF-WAY, UNDERSTORY TREES THAT SHALL NOT EXCEED A MATURE HEIGHT OF 12 FEET ARE REQUIRED BENEATH THE EXpanse OF THESE LINES.



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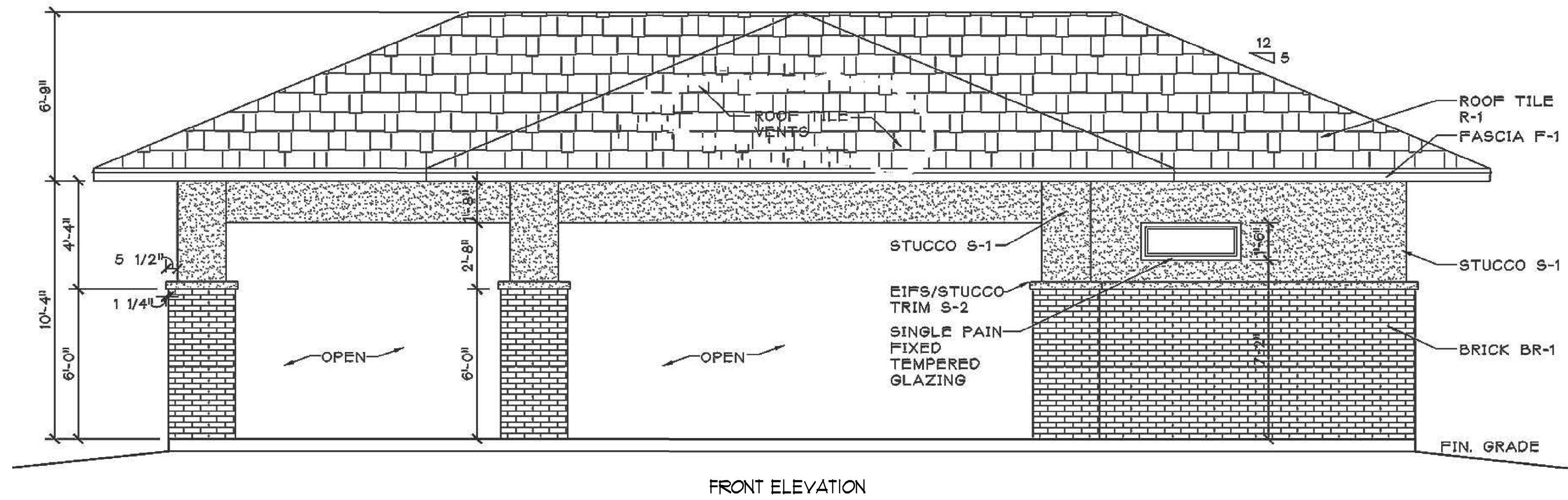
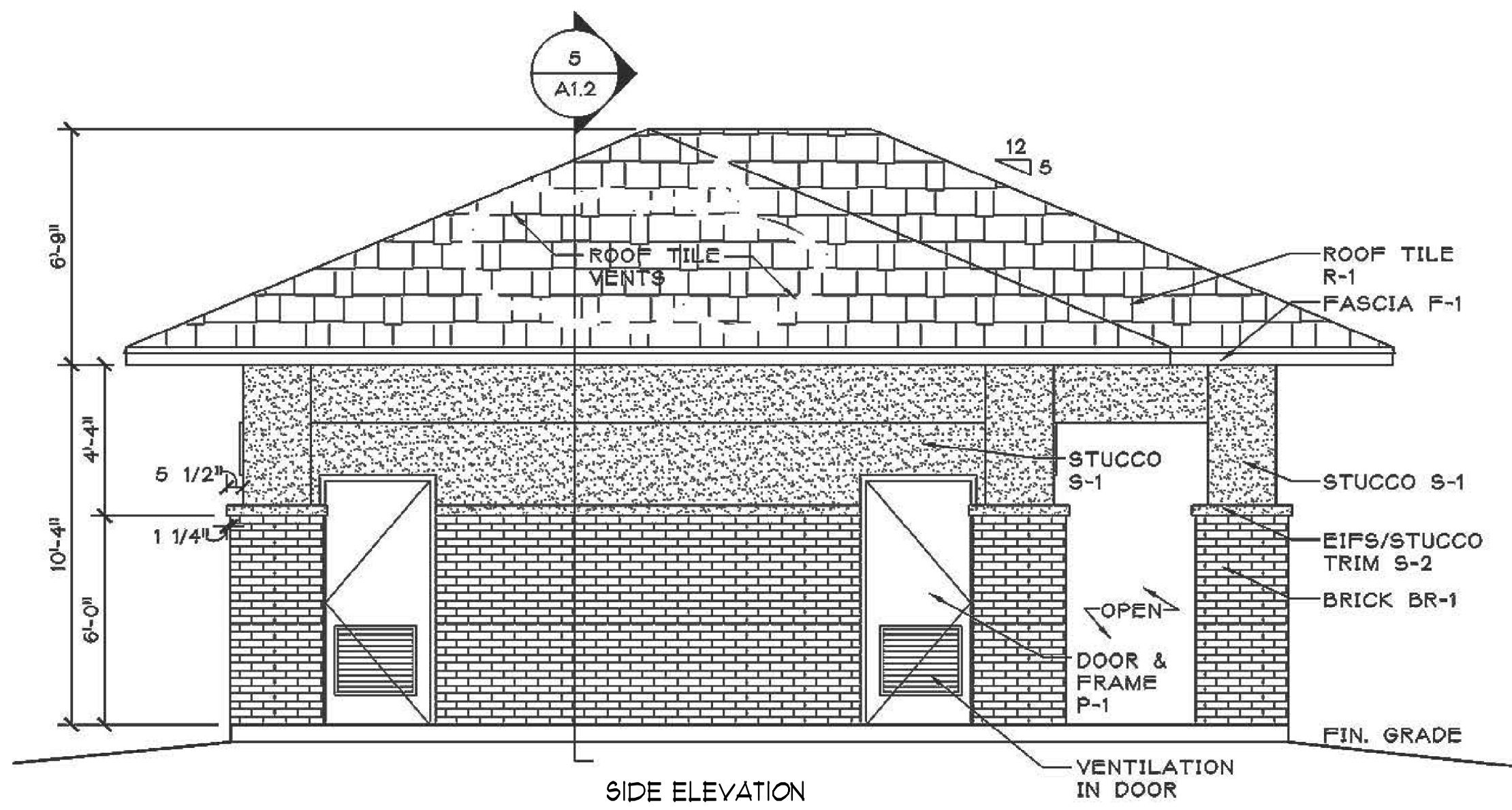
Notes
 1. 1208 - CITY COMMENTS

EMERSON NORTH TOWNHOMES
 CITY OF APOPKA, FL
 LANDSCAPE DETAILS & NOTES

Date: 10/31/16
 Scale: 1"=10'
 Drawn: CFB
 Checked: RRC
 Title: E-MTHL303.DWG

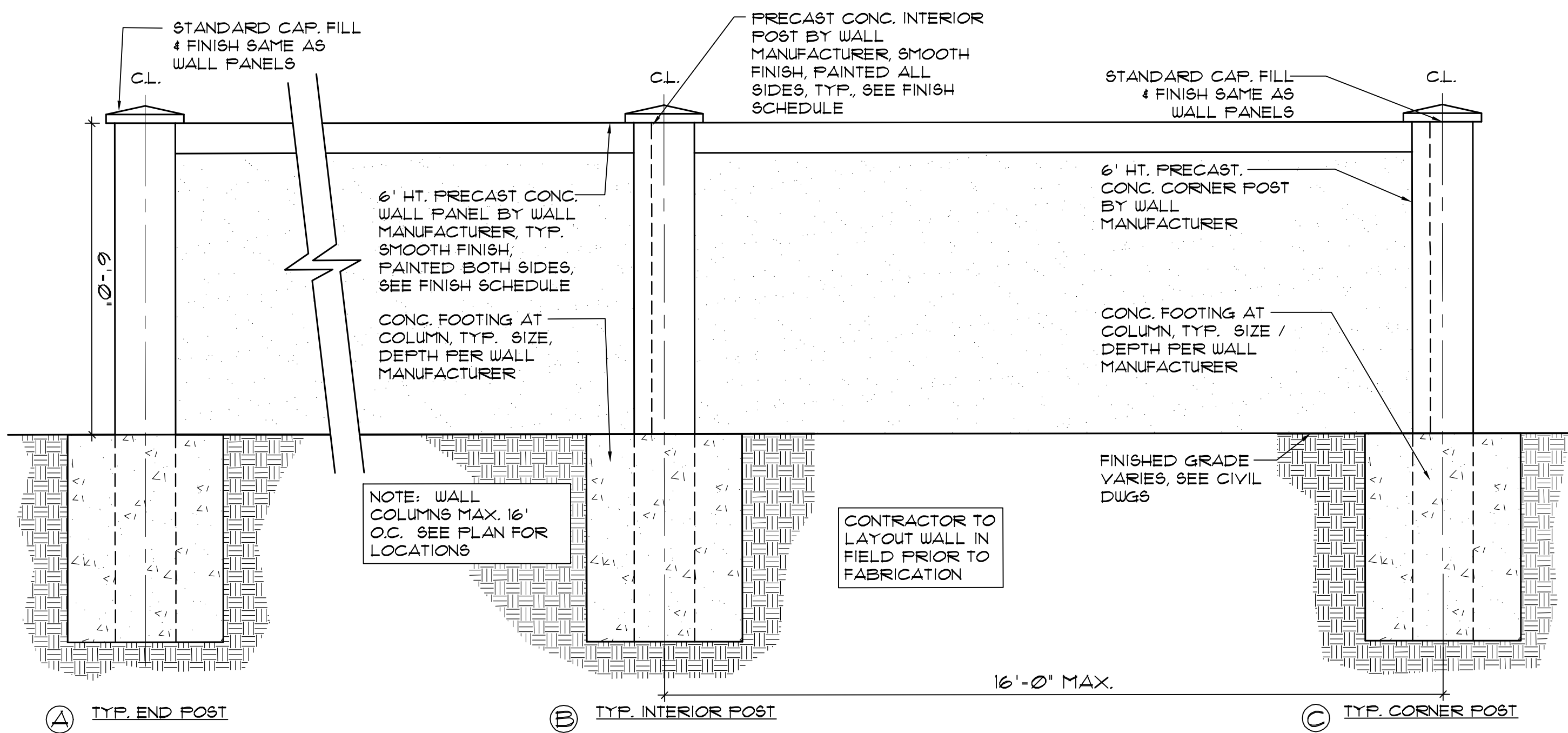


Sheet
 L-303



1 CABANA/CLUBHOUSE ELEVATIONS

SCALE: NT5



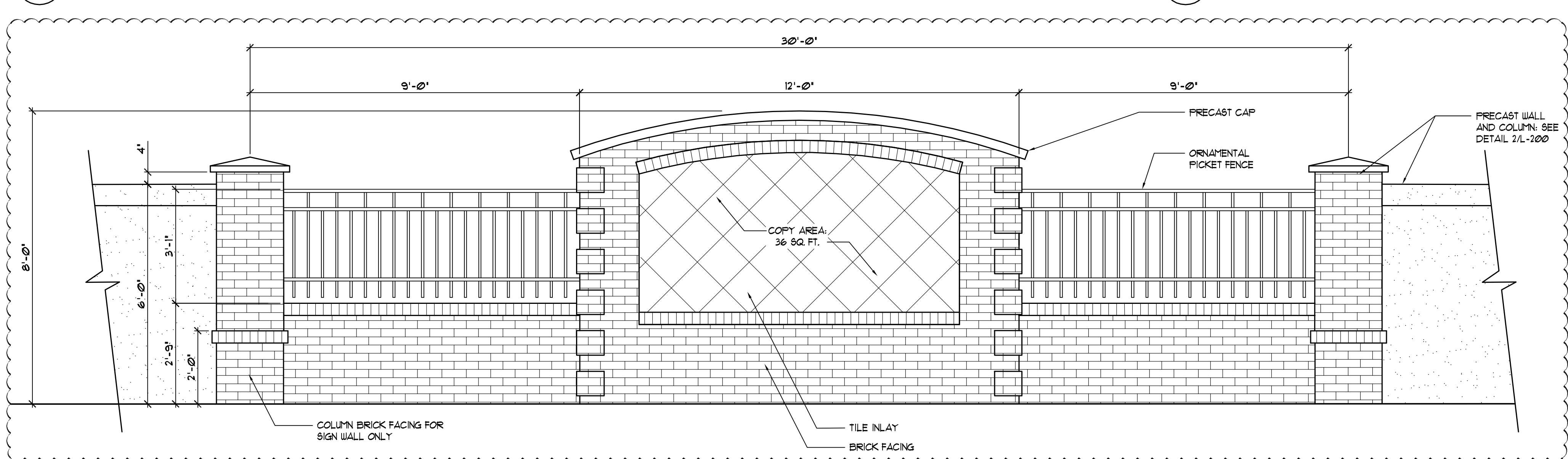
2 PRECAST WALL DETAIL

SCALE: 1/2" = 1'-0"



3 MODEL CENTER ELEVATION

SCALE: NT5



4 SIGN WALL ELEVATION

SCALE: 1/2" = 1'-0"



5 PLAY STRUCTURE PERSPECTIVE

SCALE: NT5

Revisions
12/21/16 - CITY COMMENTS

Project

EMERSON NORTH
TOWNHOMES

CITY OF APOPKA, FL

LANDSCAPE
DETAILS

Date: 10/31/16
Scale: AS NOTED
Drawn: CFB Checked: RRC
File Name: EMTHFL2002.DWG
North

Sheet

L-200

Prepared by and Return to:
Thomas R. Sullivan, Esq.
Gray Robinson, P.A.
301 East Pine Street, Suite 1400
Orlando, FL 32801

DEVELOPER'S AGREEMENT

THIS **DEVELOPER'S AGREEMENT** (the "**Agreement**") is made and entered into as of the ____ day of December, 2016 (the "**Effective Date**"), by and between **CITY OF APOPKA**, a Florida municipal corporation, whose mailing address is 120 East Main Street, Apopka, Florida 32703 (hereinafter referred to as "**City**"), and **PULTE HOME CORPORATION**, a Michigan corporation, whose mailing address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (hereinafter referred to as "**Developer**").

RECITALS

1. Pursuant to a merger with Centex Homes, a Nevada general partnership, Developer is the owner of certain real property bearing Orange County Tax Parcel Identification Number 20-21-28-0000-00-001 located in the City of Apopka, Orange County, Florida (collectively, the "**Pulte Property**").
2. The Property is approximately 21.42 total acres in size and is generally depicted on **Exhibit A** attached hereto and incorporated herein by this reference.
3. Developer is processing certain land use and zoning approvals with the City, including a Master Plan\Preliminary and Final Development Plans (collectively, the "**Approvals**"), with respect to the Pulte Property.
4. Developer is planning to construct a two-phase residential community featuring townhomes on the Pulte Property (the "**Emerson North Townhomes Project**"). The phasing of the Emerson North Townhomes Project is depicted on the Approvals. The first phase shall hereinafter be referred to as "Phase 1 of the Emerson North Townhomes Project", and the second phase shall hereinafter be referred to as "Phase 2 of the Emerson North Townhomes Project."
5. The City envisions the development of other properties in the immediate vicinity of the Property, and is desirous of obtaining right-of-way generally located between the existing Ocoee-Apopka Road and Marden Road.
6. Developer is willing to convey to City certain portions of the Pulte Property and construct certain Transportation Improvements (as hereinafter defined) requested by the City in return for a combination of (i) credits against transportation impact or mobility fees to be paid in the future in connection with the Project and (ii) a reimbursement from the City.

7. City and Developer now desire to set forth in writing the terms and conditions regarding the foregoing.

NOW, THEREFORE, in consideration of the mutual covenants, premises and promises hereinafter set forth, the receipt, adequacy and sufficiency of which are hereby acknowledged, the City and the Developer hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct in all respects and are expressly incorporated herein by reference.
2. **Conveyance of Land to City by Developer.**

A. *Conveyed Lands.* Developer shall convey to City marketable fee title to those lands identified as “Tract G 4.24 acres, right of way” and depicted on **Exhibit B** attached hereto as and incorporated by this reference (the “**Conveyed Lands**”). The conveyance of the Conveyed Lands shall be by plat dedication, free and clear of all liens and encumbrances, except for easements of record acceptable to City, if any. Developer agrees to submit a plat to the City within sixty (60) days of the Effective Date. Developer shall pay all costs associated with the conveyance of the Conveyed Lands, including all recording fees and documentary stamps related to such conveyance. Ad valorem taxes in connection with the conveyance of the Conveyed Lands shall be prorated as of the date of transfer of title and said prorated amount shall be paid by Developer to the Orange County Tax Collector, in escrow, pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full by Developer for the year of conveyance.

B. *Title Policy.* No less than fifteen (15) days prior to conveyance of the Conveyed Lands, Developer shall deliver to City, at Developer’s sole cost and expense, a commitment to issue an Owner’s Policy of Title Insurance naming City as the insured (the “**Title Commitment**”). The original Developer’s Policy of Title Insurance (the “**Title Policy**”) shall be delivered to City within thirty (30) days of the conveyance of the Conveyed Lands.

C. *Value of Conveyed Lands.* The Parties hereby agree that the value of the Conveyed Lands to be conveyed by Developer to City, in return for credits against transportation impact or mobility fees to be paid in the future in connection with the Project, is \$466,400.00 (the “**Transportation Impact Fee Credits**”). This total results from an agreed-upon fair market value of \$110,000.00 per acre, or fraction thereof, and a total acreage of 4.24 acre(s). The value of the land to be conveyed by Developer to City has been determined in accordance with Section 26-81, Apopka City Code, as may be amended from time to time. Promptly upon Developer’s conveyance of the Conveyed Lands to the City by plat dedication, the City shall credit on its books to the account of Developer the exact amount of Transportation Impact Fee Credits.

D. *City’s Request for Conveyed Lands; Self Help.* In the event that the Developer has not conveyed the Conveyed Lands by plat to the City within 180 days from the Effective Date, and the City desires to commence and complete the construction of the Transportation Improvements (as hereinafter defined), the City may request, in writing, that the Developer convey

the Conveyed Lands to the City by special warranty deed in exchange for the Transportation Impact Fee Credits (the “**City’s Self Help Notice**”). Upon the Developer’s receipt of the City’s Self Help Notice, the Developer agrees to provide the City with a deed for the Conveyed Lands within thirty (30) days and the City agrees to credit the Transportation Impact Fees on its books to the account of the Developer promptly upon the City’s acceptance of the deed. Additionally, following the Developer’s receipt of the City’s Self Help Notice, the Developer shall have no further obligations with respect to the Transportation Improvements as set this Agreement including, without limitation, the obligations set forth in Sections 3 and 4 hereof.

3. **Transportation Improvements/Reimbursement.**

- A. Developer shall undertake the design, engineering, permitting and construction of the Transportation Improvements as depicted and described on **Exhibit C** attached hereto and incorporated herein by this reference (the “**Transportation Improvements**”). Construction plans for the Transportation Improvements must be approved by the City Engineer prior to commencing construction.
- B. The portion of the Transportation Improvements that are needed in connection with the Emerson North Townhomes Project are identified on a portion of the engineer’s construction cost estimate attached hereto as **Exhibit D** and incorporated herein by this reference as the “East – 2 Lane Undivided” improvements. Developer and the City agree that the Developer shall not receive any Transportation Impact Fee Credits or reimbursements for such improvements.
- C. The portion of the Transportation Improvements identified on the engineer’s construction cost estimate attached hereto as **Exhibit E** as the “East – 2 Lane Divided” improvements represents additional transportation improvements requested by the City which are not needed in connection with the Emerson North Townhomes Project. Developer agrees to complete the East – 2 Lane Divided improvements and the City and the Developer further agree that the Developer shall be reimbursed on the terms and conditions set forth in this Agreement for the difference in cost between the East – 2 Lane Divided improvements and the East – 2 Lane Undivided Improvements which is estimated on **Exhibit D** and **Exhibit E** to total \$44,695.20.
- D. Developer agrees to complete the East – 2 Lane Divided Improvements prior to the issuance of the first certificate of occupancy for Phase 1 of the Emerson North Townhomes Project. Notwithstanding the foregoing to the contrary, the City agrees to process applications for building permits for model homes within Phase 1 of the Emerson North Townhomes Project prior to plat approval provided, however, that no building permits may be issued for such model homes until stabilized access to such model homes is in place together with adequate fire flow.

- E. The portion of the Transportation Improvements identified on the engineer's construction cost estimate attached hereto as **Exhibit F** as the "West – 2 Lane Divided" represents additional transportation improvements requested by the City which are not needed in connection with the Emerson North Townhomes Project. Developer agrees to complete the West improvements and the City and the Developer further agree that the Developer shall be reimbursed on the terms and conditions set forth in this Agreement for 100% of the cost for the West improvements which is currently estimated on **Exhibit F** to total \$831,784.25.
- F. The City has also requested that the Developer install landscaping, irrigation systems for such landscaping together with pavers at the two (2) entrances of the Emerson North Townhomes Project in specific locations and to certain specifications as set forth on the engineer's construction cost estimate attached hereto as **Exhibit G** attached hereto and incorporated herein by this reference (the "**Landscaping and Pavers Improvements**"). The Developer agrees to install the Landscaping and Pavers Improvements provided that the City reimburses the Developer for 100% of the cost of the Landscaping and Pavers Improvements, which are currently estimated on **Exhibit G** to total \$146,473.02, all pursuant to the terms and conditions of this Agreement. The final cost of the Landscaping and Pavers Improvements shall be determined at such time that the construction plans for the West – 2 Lane Divided improvements are approved by the City.
- G. The City agrees that the West – 2 Lane Divided improvements and the Landscaping and Pavers Improvements shall not hinder or delay in any way the issuance of permits or approvals for Phase 1 of the Emerson North Townhomes Project. The Developer and City agree that the West – 2 Lane Divided improvements and the Landscaping and Pavers Improvements must be completed prior to the issuance of a certificate of occupancy for Phase 2 of the Emerson North Townhomes Project.
- H. The East – 2 Lane Divided Improvements, the West – 2 Lane Divided improvements and the Landscaping and Pavers Improvements are hereinafter collectively referred to as the "**Transportation Improvements**".
- I. The City hereby agrees to reimburse the Developer the amount equal to 100% of the costs incurred by Developer for the Transportation Improvements (the "**Reimbursement Amount**"). The Reimbursement Amount reflects the additional work the City has requested the Developer to complete regarding the Harmon Road project (the "**Additional Work**").

4. **Allocation of Costs and Payment Method.**

A. The City shall pay one hundred percent (100%) of the cost of the Additional Work, including without limitation all costs of survey, design, permitting, construction, construction engineering, construction administration, performance/construction bonds, and final testing and certification costs, as well as all other customary and normal costs of the Additional Work and including without limitation all costs in the acceptable bid for the Additional Work. The cost of the Additional Work shall also include, but is not limited to, the purchase and installation of construction material, all plans/permits/alterations/improvements/payments required for the Additional Work, labor, contractor's fee/overhead/profit/general conditions, cost to remedy undesirable soil conditions, unforeseen obstructions, inspections, payment & performance bonds, maintenance bond, testing, surveying, geotechnical, on-site administration, final testing, change orders to the initial approved cost, cost of insurance, and other reasonable costs associated with the Additional Work (collectively, the "**Total Cost**"). A good faith estimate of probable Total Cost are shown on the exhibits to this Agreement and are described in Section 3 of this Agreement (collectively, the "**Cost Estimate**").

B. The City shall pay Developer all fees and costs for completed Additional Work pursuant to this Agreement, on a monthly basis typically within a normal 30-day payment cycle, but in any event not later than forty-five (45) days after receipt by the City of a written letter request for payment or reimbursement from Developer for such completed Additional Work substantially in the form customarily required for invoicing the City or as otherwise approved by the City and the applicable Contractor. Upon inspection of completed Additional Work by the City, the City shall be entitled to withhold payment for Additional Work which has not been substantially completed in accordance with the requirements of the applicable construction contract(s) for the Additional Work or any portion thereof, but shall not withhold or delay payment of any sum otherwise due and payable under the terms of the approved construction contract(s) for properly completed Additional Work. In addition to a complete request for payment, the City shall be provided with copies of contracts, bonds, invoices and other customary documents reasonably requested by City evidencing the costs of the Additional Work for which payment is being requested, as well as release of liens and similar documents for amounts previously paid by the City for previously completed Additional Work.

C. Notwithstanding the foregoing, the City shall withhold a ten percent (10%) retention from Developer for the Additional Work. Any amount so retained by the City shall be paid to Developer by the City, in full, upon the City's acceptance of the Additional Work, all pursuant to this Section 4.

D. In the event the City raises any reasonable objection to any fee or cost on any payment or reimbursement request, the disputed amount may be withheld from payment and the undisputed amount shall be paid in accordance with this Section 4.

E. As to a disputed fee or cost (hereinafter referred to as the "**Disputed Amount**"), the matter shall be submitted to non-binding mediation at the earliest possible time upon the request of Developer or City. Mediation must be pursued before resorting to the courts. The Parties shall cooperate in good faith in appointing a mediator and in attending and participating in

mediation of such dispute and equally share the costs and fees of the mediation, unless otherwise mutually agreed upon by the City and Developer.

F. Since the Total Cost is based upon a good faith estimate of the construction price and costs as set forth in the Cost Estimate, the City Manager may authorize payment by the City to Developer of up to ten percent (10%) more than the Total Cost for the Additional Work, as set forth herein without the need to obtain the approval of such additional payment by the City Council. The amount remaining between the estimated costs of the Additional Work subtracted from one hundred and ten percent (110%) of such amount shall be available as a contingency sum available to Developer in certain limited circumstances, such as where the contract is delayed, change orders approved by the City occur (which approval shall not unreasonably be withheld, conditioned or delayed), or uncontrollable circumstances impact the Additional Work. For purposes of this Agreement, an uncontrollable circumstance means any act, event, or condition affecting the Additional Work which affects, and only to the extent such act, event, or condition, materially and adversely affects, the ability of, or increases the cost incurred by, any Party to perform any obligation hereunder (except for such Party's ability to satisfy payment obligations) and results in a cost to Developer, providing that such act, event, or condition: (a) is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement; (b) is not the result of the willful or negligent act, error, or omission of such Party; (c) could not have been prevented by the exercise of reasonable diligence by such Party; and (d) has an actual cost impact affecting the Additional Work or any Party's performance of its obligations hereunder. Such acts, events, or conditions shall include the following; an act of God, hurricane, lightning, rain delaying construction, material undiscovered conditions, *force majeure*, Department requirements, labor interruptions, earthquake, fire, flood, plague, tornado, explosion, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, or civil disturbance.

G. By its approval and execution of this Agreement, the City represents and warrants to Developer that it has available funds on hand to pay for the Additional Work of not less than one hundred and ten percent (110%) of the estimated Total Cost as shown on the Cost Estimate, which are allocated and which shall be held and disbursed by the City solely to pay amounts due from the City to Developer hereunder and not otherwise encumbered or allocated for any other purpose.

5. **City Right-of-Way.** In connection with the City's issuance of a right-of-way permit to Developer for the purposes of constructing the Transportation Improvements, such permit issuance shall grant to Developer the right to perform the Transportation Improvements in any areas where the Transportation Improvements are to be located within public right-of-way or on property otherwise owned by the City.

6. **Conveyance of Transportation Transportation Improvements.**

A. Developer shall, at is sole cost and expense, convey the Transportation Improvements to the City free and clear of all liens and encumbrances, within ten (10) business days of the issuance of a certificate of completion for the

Transportation Improvements by the City and any other governmental agency, including the City, with authority over the Transportation Improvements.

B. As evidence of such transfer and conveyance, Developer shall convey each component of the Transportation Improvements to the City by separate Bill of Sale.

C. Final acceptance ("**Final Acceptance**") of each component of the Transportation Improvements by the City shall occur upon satisfaction of the following:

a. Completion of construction of the particular component of the Transportation Improvements in accordance with the plans and specifications as approved by the City in the permitting process.

b. Delivery to City of one (1) complete set of record contractor's drawings with AutoCAD files and specifications certified by Developer's engineer.

c. Developer's assigning all warranties Developer has obtained from its contractors, suppliers, and/or materialmen with respect to the construction of the Transportation Improvements and materials used therein.

Provided all such conditions are met, the City agrees to accept such conveyance without delay, and shall thereafter be responsible for the operation and maintenance of the Transportation Improvements so conveyed to the City. As part of such conveyance, Developer agrees to warrant the Transportation Improvements so conveyed for a period of one (1) year from the date of acceptance by the City. In the event that the City initiates an annexation of any portion of the Property on which the Transportation Improvements are located, Developer agrees to support any such annexation.

7. **Documentation from Developer.** The Developer shall submit to the City from the Developer's project engineer, contractor's affidavits, and certificates from the project engineer.

8. **Development Approvals.** This Agreement shall in no manner constitute a development approval regarding the Pulte Property or the Emerson North Townhomes Project. Developer must comply with all applicable provisions of the City's Code and Land Development Code regarding the development of the Property and the Emerson North Townhomes Project. Notwithstanding the foregoing, in the event the Emerson North Townhomes Project does not receive all necessary approvals from the City, including but not limited to the Approvals, this Agreement shall automatically terminate and be of no further force or effect.

9. **Traffic Capacity.** The City acknowledges that the City has reserved sufficient traffic capacity for the entire Emerson North Townhomes Project. The City further acknowledges that the Developer's performance of the terms of this Agreement satisfies all transportation improvement obligations, including but not limited to operational Transportation Improvements, necessary for the full build out of the Emerson North Townhomes Project.

10. **Credits.** The City represents and warrants to Developer that it has all necessary authority to grant the Transportation Impact Fee Credits to the Developer and that no other person or entity has a right or claim to the Transportation Impact Fee Credits. Notwithstanding anything to the contrary in this Agreement, the Transportation Impact Fee Credits are freely assignable by Developer, and may only be used for development throughout the City of Apopka. The Transportation Impact Fee Credits shall not expire and shall expressly survive the termination of this Agreement.

11. **Disclaimer of Third Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto, and no right of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement either express or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity, other than the parties hereto, any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

13. **Waiver; Modification.** The failure by any party to insist upon or enforce any of its rights shall not constitute a waiver thereof and nothing shall constitute a waiver of any party's right to insist upon strict compliance with the terms of this Agreement. Any party may waive the benefit of any provision or condition for its benefit which is contained herein. No oral modification of this Agreement shall be binding upon the parties and any modification must be in writing and signed.

14. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Florida.

15. **Application; Effect.** If any provision of this Agreement or the application thereof to any party, person or circumstance shall be held or deemed to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other parties, persons, or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e. telecopier device) or within three (3) days after depositing the United State Postal Services, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

City: Glenn Irby, City Administrator
120 East Main Street
Apopka, Florida 32703
Telephone: (407) 703-1712

Copy to: Cliff Shepard, Esq.
Shepard, Smith & Cassady, P.A.
2300 Maitland Center Parkway, Suite 100
Maitland, Florida 32751
Telephone: (407) 622-1772

Developer: Pulte Home Corporation
Attn: Clint Ball, Vice President of Operations - North Florida
4901 Vineland Road, Suite 500
Orlando, FL 32811
Telephone: (407) 661-2150

Copy to: Thomas R. Sullivan, Esq.
GrayRobinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, Florida 32801
Telephone: (407) 244-5664

17. **Attorney's Fees.** In the event of any dispute hereunder for any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable cost, fee, expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs, and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.

18. **Performance.** Time is of the essence in the performance of this Agreement.

19. **Consistency.** To the extent any provisions of this Agreement are inconsistent with, or are more specific than, the Approvals, this Agreement controls.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in form and manner sufficient to bind them as of the date indicated hereinabove.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

_____, 2016:

PULTE HOME CORPORATION,

a Michigan corporation

By: _____

Print Name: _____

Title: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CITY OF APOPKA

By: _____
Glenn Irby, City Administrator

ATTEST:

Linda Goff, City Clerk

Approved as to Form:

Cliff B. Shepard, City Attorney

STATE OF FLORIDA
CITY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Glenn Irby, who is known to me __ or produced ____ as identification as City Administrator of the City of Apopka, Florida, a municipal corporation of the State of Florida, on behalf of the City of Apopka, Florida.

Notary Public
State of Florida at Large

My Commission Expires:

EXHIBIT LIST

EXHIBIT A	Depiction of the Pulte Property
EXHIBIT B	Depiction of the Conveyed Lands
EXHIBIT C	Transportation Improvements
EXHIBIT D	East – 2 Lane Undivided Improvements
EXHIBIT E	East – 2 Lane Divided Improvements
EXHIBIT F	West – 2 Lane Divided Improvements
EXHIBIT G	Landscaping and Pavers Improvements

Exhibit "A"
Depiction of the Pulte Property

PARCEL I.D. NUMBER: 20-21-28-0000-00-001

Exhibit "A"



Exhibit "B"
Depiction of the Conveyed Lands

EXHIBIT B

TRACT C
0.48 AC
STORMWATER

TRACT G
4.24 AC
RIGHT-OF-WAY

TRACT B
1.67 AC
STORMWATER

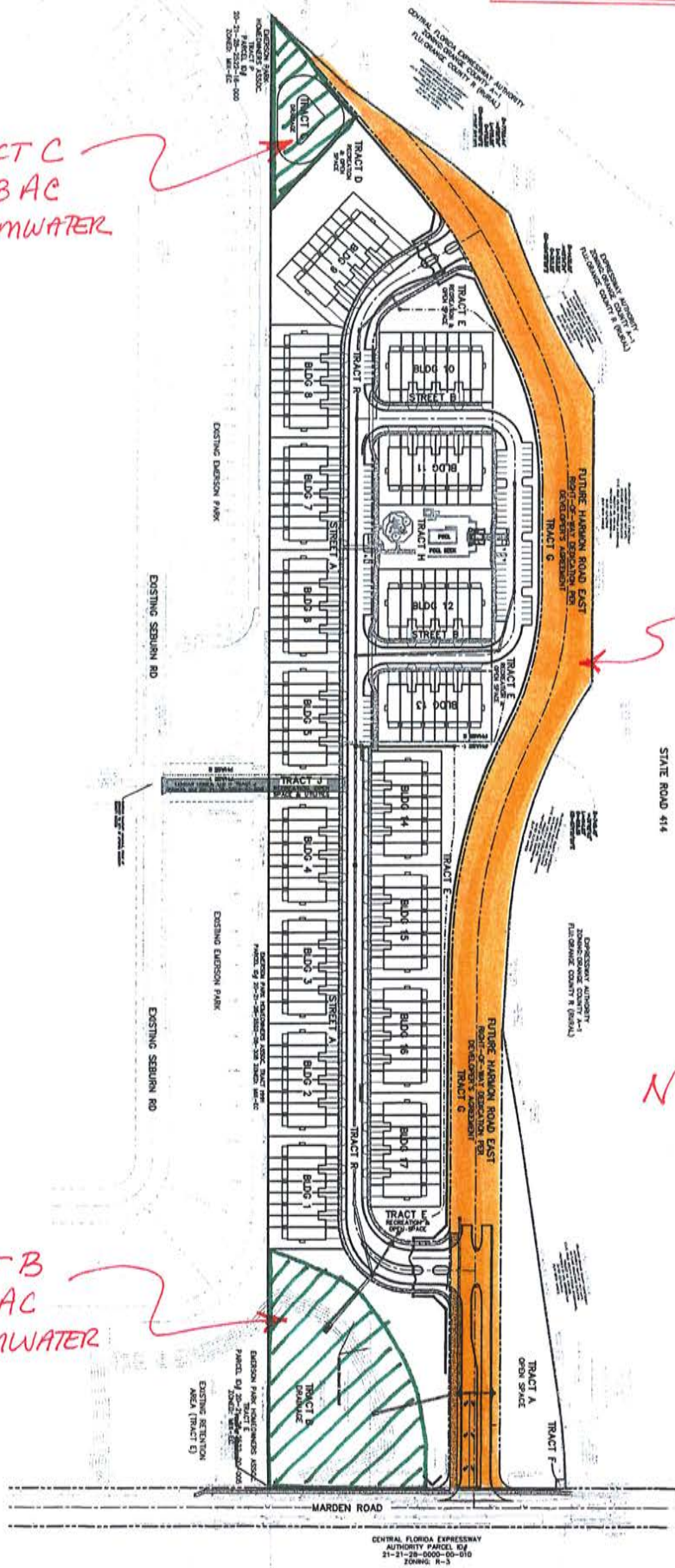
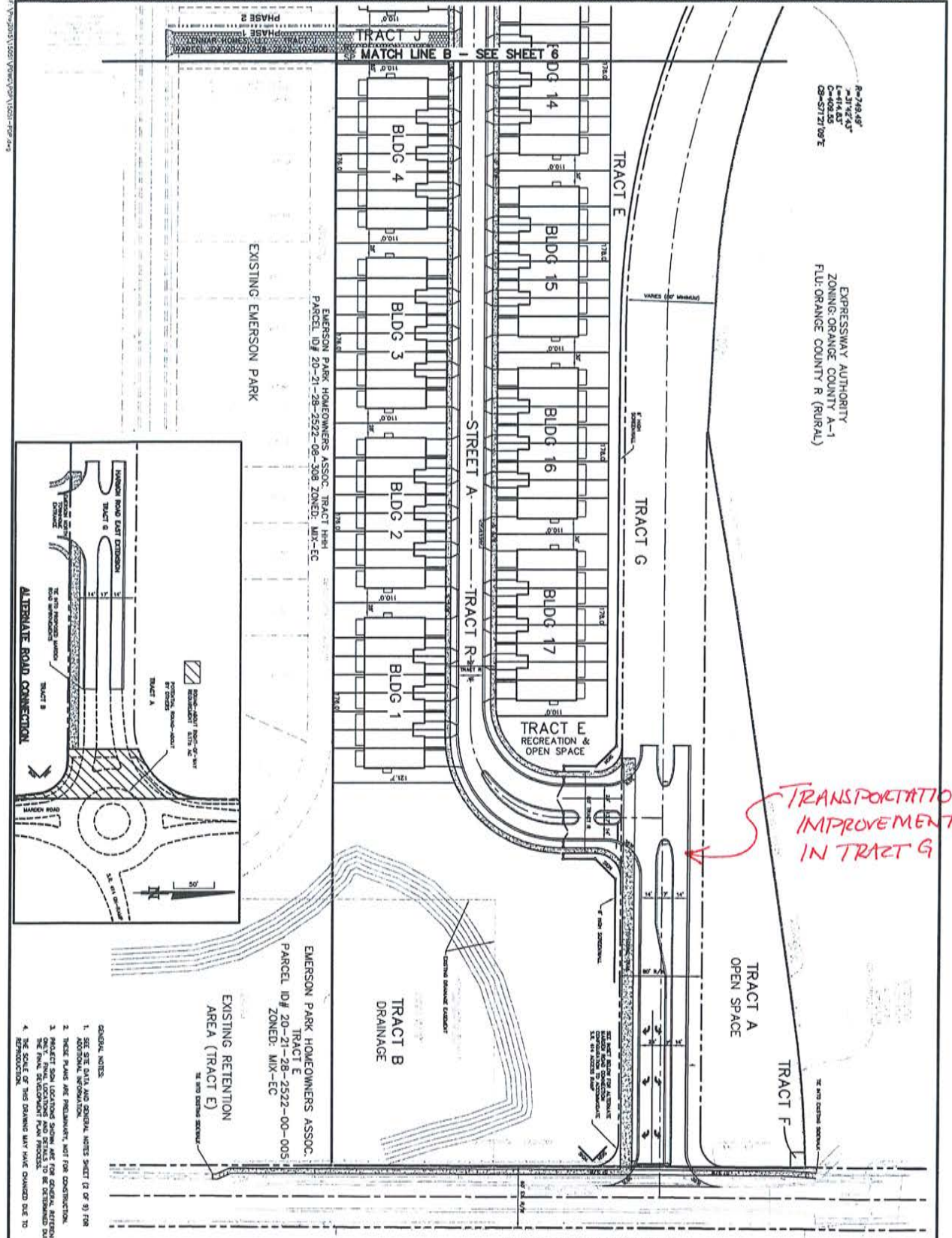


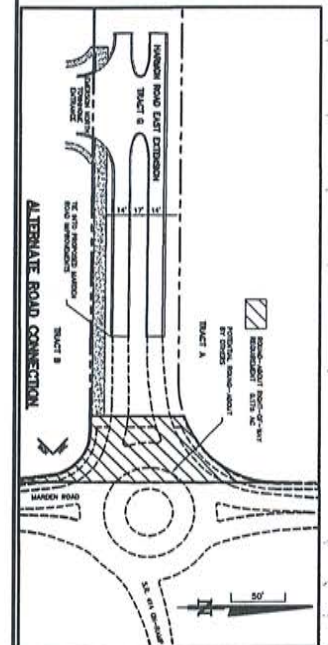
Exhibit “C”
Transportation Improvements

EXHIBIT C

DONALD W. MCINTOSH ASSOCIATES, INC. RESERVES THE EXCLUSIVE COPYRIGHT AND PROPERTY RIGHTS TO THIS DRAWING WHICH MAY NOT BE REPRODUCED, CHANGED, OR COPIED IN ANY FORM OR MANNER, NOR CAN IT BE ASSIGNED TO ANY PARTY WITHOUT DONALD W. MCINTOSH ASSOCIATES, INC.'S WRITTEN CONSENT.



TRANSPORTATION IMPROVEMENTS IN TRACT G



- GENERAL NOTES**
1. SEE SITE DATA AND GENERAL NOTES SHEET (2 OF 3) FOR ADDITIONAL INFORMATION.
 2. THESE PLANS ARE PRELIMINARY, NOT FOR CONSTRUCTION.
 3. PROJECT SIGN LOCATIONS SHOWN ARE FOR GENERAL REFERENCE. THE FINAL RETENTION PLAN PROPOSED TO BE OBTAINED DURING REVISIONS.
 4. THE SCALE OF THIS DRAWING MAY HAVE CHANGED DUE TO REVISIONS.

EMERSON NORTH TOWNHOMES
CITY OF APOPKA, FLORIDA
PRELIMINARY DEVELOPMENT PLAN - EAST

DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
8200 PARK AVENUE NORTH, WINTER PARK, FL 32789 407.844.6068

NO.	DATE	REVISIONS	BY	CHK.
1	10/26/15	REVISED PER CITY COMMENTS DATED 11/21/15	JIT	JIT
2	7/17/16	REVISED PER CITY COMMENTS RECEIVED 7/27/16	JIT	JIT

Exhibit “D”
East – 2 Lane Undivided Improvements

EXHIBIT D

EMERSON NORTH TOWNHOMES - PRELIMINARY COST ESTIMATE					
HARMON ROAD IMPROVEMENTS - EAST - 2 LANE UNDIVIDED					
11/4/2016					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100	SITE PREP				
101	Mobilization	1.00	LS	10,000.00	10,000.00
102	Clear and Grub Site	0.95	AC	5,000.00	4,750.00
103	Silt Fence	1,208	LF	3.00	3,624.00
104	Saw Cut & Remove Existing Type F Curb	27	LF	3.00	81.00
105	Saw Cut & Remove Existing Asphalt Shoulder	209	SF	3.50	731.50
106	Relocate Existing Utilities	1	LS	25,000.00	25,000.00
107	Earthworks (Fine grade, Cut)	1,816	CY	4.00	7,264.00
108	Earthworks (Fine grade, Fill)	743	CY	4.00	2,972.00
	Subtotal				\$44,422.50
200	STORM DRAINAGE				
201	18" RCP	76	LF	39.00	2,964.00
202	24" RCP	317	LF	47.00	14,899.00
203	30" RCP	137	LF	63.00	8,631.00
204	18" MES	1	EA	2,000.00	2,000.00
205	30" MES	1	EA	2,500.00	2,500.00
206	Rip Rap Energy Diss.	2	EA	550.00	1,100.00
207	Type 2 Inlet	2	EA	4,000.00	8,000.00
208	Type 5 Inlet	1	EA	3,800.00	3,800.00
	Subtotal				\$43,894.00
400	POTABLE WATER				
401	8" PVC	534	LF	24.00	12,816.00
402	8" Gate Valve	4	EA	1,250.00	5,000.00
403	2" Blowoff Assembly	1	EA	750.00	750.00
404	Directional Drill (Marden Rd)	32	LF	125.00	4,000.00
405	Wet Tap Water Main w/ 12"x8" Saddle & Valve	1	EA	5,000.00	5,000.00
406	Temporary Jumper Assembly	1	EA	1,250.00	1,250.00
407	Pressure Testing and Bac-T's	1	LS	4,000.00	4,000.00
	Subtotal				\$32,816.00
500	RECLAIM WATER				
501	8" PVC	448	LF	19.50	8,736.00
502	8" Gate Valve	2	EA	1,250.00	2,500.00
503	2" Blowoff Assembly	1	EA	750.00	750.00
504	Wet Tap Water Main w/ 12"x8" Saddle & Valve	1	EA	5,000.00	5,000.00
505	Pressure Testing	1	LS	2,000.00	2,000.00
	Subtotal				\$18,986.00
600	PAVING				
601	Concrete Sidewalk (Harmon Road)	435	SY	28.00	12,180.00
602	Concrete Sidewalk (Marden Road)	310	SY	28.00	8,680.00
603	Type F Curb	815	LF	15.00	12,225.00
604	12" Ribbon Curb	26	LF	12.00	312.00
605	1.5" Asphalt Type-SP-12.5 (1st Lift)	1,427	SY	14.00	19,978.00
606	1" Asphalt Type-SP-9.5 (2nd Lift)	1,427	SY	10.00	14,270.00
607	8" Limerock	1,427	SY	10.50	14,983.50
608	12" Subgrade Compacted	1,716	SY	4.00	6,864.00
609	Pavement Markings and Striping	1	LS	7,500.00	7,500.00

EXHIBIT D

610	Road Signage	3	EA	350.00	1,050.00
611	Sod	1,815	SY	2.00	3,630.00
612	Seed & Mulch	130	SY	0.50	65.00
	Subtotal				\$101,672.50
700	MISCELLANEOUS				
701	Maintenance of Traffic (Marden Road)	1	LS	15,000.00	15,000.00
702	Design & Permitting	1	LS	0.00	
703	Survey & Asbuilts	1	LS	10,000.00	10,000.00
	Subtotal				\$25,000.00
	Contingency at 10%				\$26,679.10
	TOTAL				\$ 293,470.10
NOTES					
1	Landscape, Irrigation, Hardscape and Lighting are not included				
<p>NOTE: Any opinion of the construction cost prepared by DWMA represents its judgment as a design professional and is supplied for the general guidance of the client since DWMA has no control over the cost of labor and material or over competitive bidding or market conditions. DWMA does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the client.</p>					

Exhibit "E"
East – 2 Lane Divided Improvements

EXHIBIT E

EMERSON NORTH TOWNHOMES - PRELIMINARY COST ESTIMATE						
HARMON ROAD IMPROVEMENTS - EAST - 2 LANE DIVIDED						
11/4/2016						
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
100	SITE PREP					
101	Mobilization	1.00	LS	10,000.00	10,000.00	
102	Clear and Grub Site	0.97	AC	5,000.00	4,850.00	
103	Silt Fence	1,221	LF	3.00	3,663.00	
104	Saw Cut & Remove Existing Type F Curb	40	LF	3.00	120.00	
105	Saw Cut & Remove Existing Asphalt Shoulder	234	SF	3.50	819.00	
106	Relocate Existing Utilities	1	LS	25,000.00	25,000.00	
107	Earthworks (Fine grade, Cut)	1,816	CY	4.00	7,264.00	
108	Earthworks (Fine grade, Cut)	743	CY	4.00	2,972.00	
	Subtotal				\$54,688.00	
200	STORM DRAINAGE					
201	18" RCP	97	LF	39.00	3,783.00	
202	24" RCP	317	LF	47.00	14,899.00	
203	30" RCP	129	LF	63.00	8,127.00	
204	18" MES	1	EA	2,000.00	2,000.00	
205	30" MES	1	EA	2,500.00	2,500.00	
206	Rip Rap Energy Diss.	2	EA	550.00	1,100.00	
207	Type 2 Inlet	2	EA	4,000.00	8,000.00	
208	Type 5 Inlet	1	EA	3,800.00	3,800.00	
	Subtotal				\$44,209.00	
400	POTABLE WATER					
401	8" PVC	534	LF	24.00	12,816.00	
402	8" Gate Valve	4	EA	1,250.00	5,000.00	
403	2" Blowoff Assembly	1	EA	750.00	750.00	
404	Directional Drill (Marden Rd)	32	LF	125.00	4,000.00	
405	Wet Tap Water Main w/ 12"x8" Saddle & Valve	1	EA	5,000.00	5,000.00	
406	Temporary Jumper Assembly	1	EA	1,250.00	1,250.00	
407	Pressure Testing and Bac-T's	1	LS	4,000.00	4,000.00	
	Subtotal				\$32,816.00	
500	RECLAIM WATER					
501	8" PVC	448	LF	19.50	8,736.00	
502	8" Gate Valve	2	EA	1,250.00	2,500.00	
503	2" Blowoff Assembly	1	EA	750.00	750.00	
504	Wet Tap Water Main w/ 12"x8" Saddle & Valve	1	EA	5,000.00	5,000.00	
505	Pressure Testing	1	LS	2,000.00	2,000.00	
	Subtotal				\$18,986.00	
600	PAVING					
601	Concrete Trail/Sidewalk (Harmon Road)	418	SY	28.00	11,704.00	
602	Concrete Sidewalk (Marden Road)	298	SY	28.00	8,344.00	
603	Type A Median Curb	733	LF	15.00	10,995.00	
604	Type F Curb	782	LF	15.00	11,730.00	
605	12" Ribbon Curb	27	LF	12.00	324.00	
606	1.5" Asphalt Type-SP-12.5 (1st Lift)	1,957	SY	14.00	27,398.00	
607	1" Asphalt Type-SP-9.5 (2nd Lift)	1,957	SY	10.00	19,570.00	
608	8" Limerock	1,957	SY	10.50	20,548.50	
609	12" Subgrade Compacted	2,430	SY	4.00	9,720.00	

EXHIBIT E

610	Pavement Markings and Striping	1	LS	7,500.00	7,500.00
611	Road Signage	5	EA	350.00	1,750.00
612	Sod	1,018	SY	2.00	2,036.00
613	Seed & Mulch	94	SY	0.50	47.00
	Subtotal				\$131,619.50
700	MISCELLANEOUS				
701	Maintenance of Traffic (Marden Road)	1	LS	15,000.00	15,000.00
702	Design & Permitting	1	LS	0.00	
703	Survey & Asbuilts	1	LS	10,000.00	10,000.00
	Subtotal				\$25,000.00
	Contingency at 10%				\$30,731.85
	TOTAL				\$ 338,050.35
NOTES					
1	Landscape, Irrigation, Hardscape and Lighting are not included				
<p>NOTE: Any opinion of the construction cost prepared by DWMA represents its judgment as a design professional and is supplied for the general guidance of the client since DWMA has no control over the cost of labor and material or over competitive bidding or market conditions. DWMA does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the client.</p>					

Exhibit "F"
West – 2 Lane Divided Improvements

EXHIBIT F

EMERSON NORTH TOWNHOMES - PRELIMINARY COST ESTIMATE						
HARMON ROAD IMPROVEMENTS - WEST - 2 LANE DIVIDED						
9/13/2016						
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
100	SITE PREP					
101	Mobilization	1.00	LS	50,000.00	50,000.00	
102	Clear and Grub Site	3.26	AC	5,000.00	16,300.00	
103	Silt Fence	3,508	LF	3.00	10,524.00	
104	Earthworks (Fine grade, Cut)	5,552	CY	4.00	22,208.00	
105	Earthworks (Fine grade, Fill)	1,012	CY	4.00	4,048.00	
	Subtotal				\$103,080.00	
200	STORM DRAINAGE					
201	18" RCP	560	LF	39.00	21,840.00	
202	24" RCP	773	LF	47.00	36,331.00	
203	Type 8 Manhole	3	EA	5,100.00	15,300.00	
204	Type 1 Inlet	4	EA	3,500.00	14,000.00	
205	Type 2 Inlet	2	EA	4,000.00	8,000.00	
	Subtotal				\$95,471.00	
400	POTABLE WATER					
401	8" PVC	1,704	LF	24.00	40,896.00	
402	Fire Hydrant Assembly	1	LF	3,800.00	3,800.00	
403	8" Gate Valve	4	EA	1,250.00	5,000.00	
404	2" Blowoff Assembly	1	EA	750.00	750.00	
405	Pressure Testing and Bac-T's	1	LS	4,000.00	4,000.00	
	Subtotal				\$54,446.00	
500	RECLAIM WATER					
501	8" PVC	1,650	LF	19.50	32,175.00	
502	8" Gate Valve	1	EA	1,250.00	1,250.00	
503	2" Blowoff Assembly	1	EA	750.00	750.00	
504	Pressure Testing	1	LS	2,000.00	2,000.00	
	Subtotal				\$36,175.00	
600	PAVING					
601	Concrete Trail/Sidewalk (Harmon Road)	1,945	SY	28.00	54,460.00	
602	Type A Median Curb	3,294	LF	15.00	49,410.00	
603	Type F Curb	3,274	LF	15.00	49,110.00	
604	12" Ribbon Curb	35	LF	15.00	525.00	
605	1.5" Asphalt Type-SP-12.5 (1st Lift)	5,441	SY	14.00	76,174.00	
606	1" Asphalt Type-SP-9.5 (2nd Lift)	5,441	SY	10.00	54,410.00	
607	8" Limerock	5,441	SY	10.50	57,130.50	
608	12" Subgrade Compacted	7,399	SY	4.00	29,596.00	
609	Pavement Markings and Striping	1	LS	7,500.00	7,500.00	
610	Road Signage	6	EA	350.00	2,100.00	
611	Sod	3,290	SY	2.00	6,580.00	
612	Seed & Mulch	1,026	SY	0.50	513.00	
	Subtotal				\$386,995.50	
700	MISCELLANEOUS					
701	Design & Permitting	1	LS	50,000.00	50,000.00	
702	Survey & Asbuilts	1	LS	30,000.00	30,000.00	
	Subtotal				\$80,000.00	

EXHIBIT F

	Contingency at 10%				\$75,616.75
	TOTAL				\$ 831,784.25
NOTES					
1	Landscape, Irrigation, Hardscape and Lighting are not included				
<p>NOTE: Any opinion of the construction cost prepared by DWMA represents its judgment as a design professional and is supplied for the general guidance of the client since DWMA has no control over the cost of labor and material or over competitive bidding or market conditions. DWMA does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the client.</p>					

Exhibit "G"
Landscaping and Pavers Improvements

DESCRIPTION	QTY	UNIT	SIZE	PRICE	SUBTOTAL	TOTAL
Phase One						
Live Oak	45	LS	Min. 2.5" DBH	\$480.00	\$ 21,600.00	
Dahoon Holly	43	LS	Min. 2.5" DBH	\$350.00	\$ 15,050.00	
Crape Myrtle Stds.	20	LS	Min. 2.5" DBH	\$340.00	\$ 6,800.00	
Cabbage Palms	24	LS	Min. 18' C.T.	\$160.00	\$ 3,840.00	
Parsons Juniper	263	LS	3 Gal.	\$9.00	\$ 2,367.00	
Muhly Grass	522	LS	3 Gal.	\$9.00	\$ 4,698.00	
Dwarf Yaupon Holly	1,273	LS	3 Gal.	\$9.00	\$ 11,457.00	
Society Garlic	207	LS	1 Gal.	\$4.00	\$ 828.00	
Perennial Peanut	106	LS	1 Gal.	\$4.00	\$ 424.00	
St. Augustine Sod	51,076	SF	Solid Sod	\$ 0.30	\$ 15,322.80	
Mulch	14,628	SF	3" Width	\$ 0.38	\$ 5,558.64	
Irrigation	65,704	SF	SF	\$ 0.60	\$ 39,422.40	
TOTAL LANDSCAPE						\$127,367.84
GRAND TOTAL WITH 15% CONTINGENCY						\$146,473.02

Blumberg No. 5137
EXHIBIT "G"

Revisions

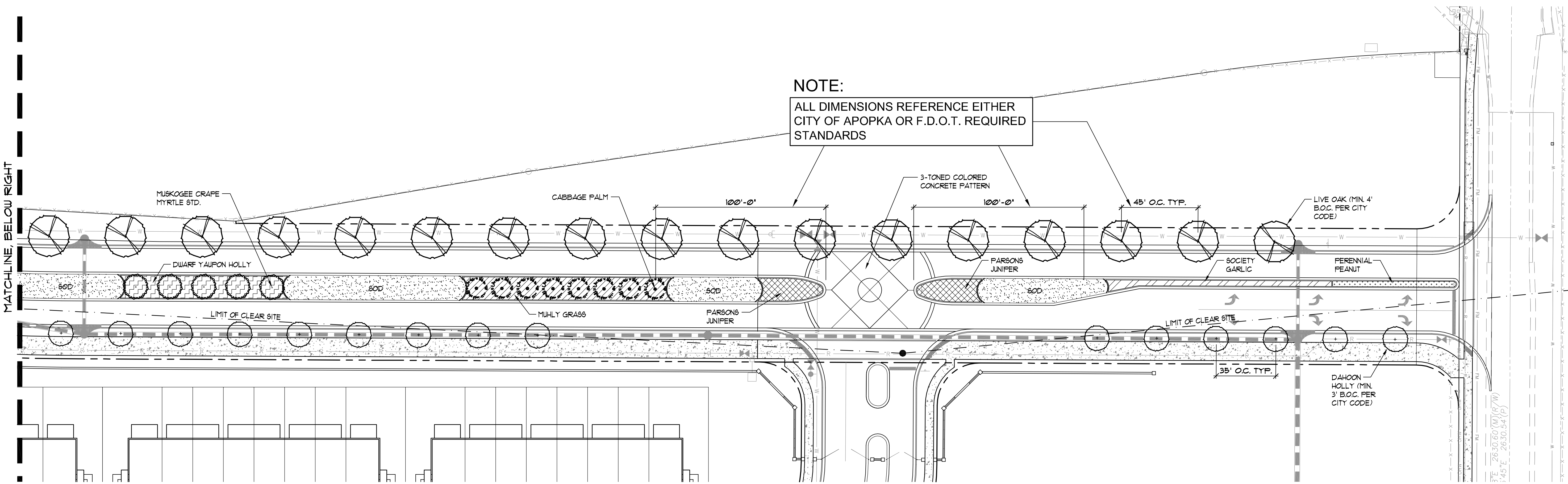
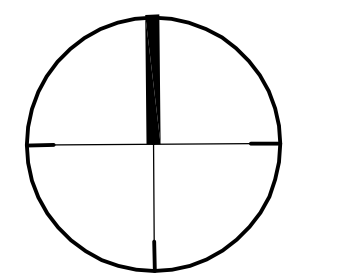
Project

**HARMON
ROAD**

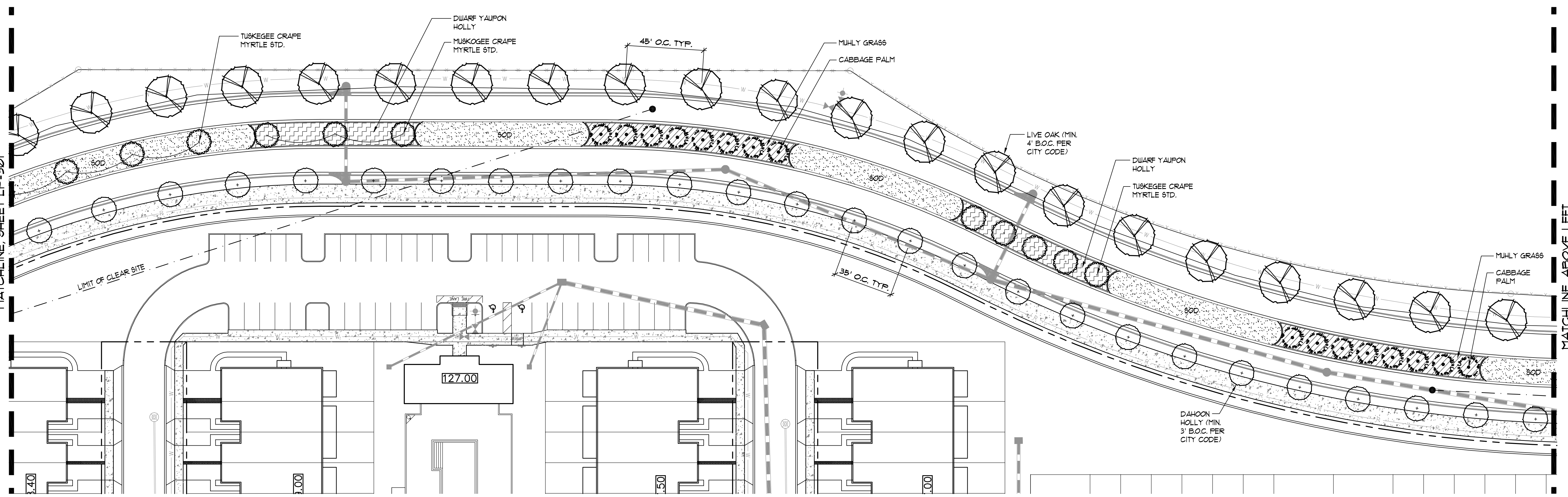
CITY OF APOPKA, FL

**CONCEPTUAL
LANDSCAPE PLAN**

Date: 11/22/16
Scale: 1"=30'
Drawn: CFB Checked: RRC
File Name: HMRDLF300.DWG
North



NOTE:
ALL DIMENSIONS REFERENCE EITHER
CITY OF APOPKA OR F.D.O.T. REQUIRED
STANDARDS



Backup material for agenda item:

2. Final Development Plan/Plat – Maudehelen, Phase 4 – Quasi-Judicial
Beckett

Rogers



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: December 7, 2016
 FROM: Community Development
 EXHIBITS: Vicinity/Aerial Maps
 Final Development Plan
 Landscape Plan
 Plat

SUBJECT: MAUDEHELEN, PHASE 4 – FINAL DEVELOPMENT PLAN/PLAT

REQUEST: APPROVE THE MAUDEHELEN, PHASE 4, FINAL DEVELOPMENT PLAN/PLAT; AND ISSUE THE FINAL DEVELOPMENT ORDER.

SUMMARY:

OWNER/APPLICANT: GK Maudehelen, LLLP

PROJECT ENGINEER: Morris Engineering and Consulting, LLC
 c/o Matthew J. Morris, P.E.

LOCATION: South of Beardsley Drive and East of Binion Road

FUTURE LAND USE: Residential Low (0-5 du/ac)

ZONING: R-2

EXISTING USE: Vacant Land

PROPOSED USE: Single Family Residential Subdivision (15 Lots)

TRACT SIZE: 6.98 +/- Acres

FUNDING SOURCE:

N/A

DISTRIBUTION

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

RELATIONSHIP TO ADJACENT PROPERTIES:

Direction	Land Use	Zoning	Present Use
North (County)	Residential Low (0-5 du/ac)	R-2	Maudehelen, Phase 3
East (City)	Residential Low (0-5 du/ac)	R-2	Maudehelen, Phase 2
South (County)	Rural (1du/10ac)	A-1	SFR (1) Manf. Homes (2)
West (City)	Residential Low (0-5 du/ac)	R-1	Clear Lake Landing Subdivision

ADDITIONAL COMMENTS: The MAUDEHELEN, PHASE 4 - Final Development Plan/Plat proposes the development of 15 single family residential lots in Phase 4. Maudehelen Phase 4 Final Development Plan was revised to accommodate the re-alignment of Johns Road. On October 19, 2016 with the adoption of Ordinance 2523 a section of Johns Road was vacated to help facilitate better access for property owners located south of Maudehelen, Phases 2 and 4.

The minimum typical lot width in Phase 4 is 70 feet and Phase 4 has a minimum lot size of 7,500 square feet. The proposed minimum living area is 1,800 square feet which exceeds (1,350 square feet) as set forth in Chapter 2 of the Land Development Code.

The minimum setbacks applicable to this project are:

Setback	Min. Standard
*Front	25'
Side	7.5'
Rear	20'
Corner	25'

*Front-entry garage must be setback 30 feet.

Access: Ingress/egress for the phase 4 will be via Beardsley Drive and Johns Road.

Stormwater: The retention ponds have been designed to meet the City’s Land Development Code requirements.

Buffer/Tree Program and Landscaping: Buffers are provided consistent with the Land Development Code. A ten-foot wide buffer is proposed along South Binion Road with a six-foot high brick or masonry wall. The applicant has provided a detailed landscape and irrigation plan for the property. The planting materials and irrigation system design are consistent with the water-efficient landscape standards set forth in Ordinance No. 2069.

The following is a summary of the tree replacement program:

Total inches on-site:	890
Total number of specimen trees:	6
Total inches removed:	642
Total inches replaced:	1,385
Total Inches (Post Development):	1,883

School Capacity Report: A Schools Concurrency Mitigation Agreement was executed by Orange County Public Schools and Maudehelen Ph.4 on March 7, 2015.

Orange County Notification: The County was notified at the time of the land use amendment and rezoning application for this property, and coordination occurred with County planning staff regarding impact on adjacent parcels.

PUBLIC HEARING SCHEDULE:

November 14, 2016 - Planning Commission, 5:30 p.m.

December 7, 2016 - City Council, 7:00 p.m.

RECOMMENDATION ACTION:

The **Development Review Committee (DRC)** recommends approval of the Maudehelen, Phase 4 - Final Development Plan/Plat, subject to the findings of this staff report.

The **Planning Commission**, at its meeting on November 14, 2016, unanimously recommended approval of the Maudehelen Phase 4, Final Development Plan\Plat, subject to the information and findings in the staff report.

City Council Recommended Motion: Approve the Maudehelen Phase 4, Final Development Plan\Plat, and issuance of the Final Development Order, subject to information in the staff report.

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.

Project: Maudehelen, Phase 4
Application: Final Development Plan/Plat
Owner: GK Maudehelen, LLLP
Project Engineer: Morris Engineering and Consulting, Inc., c/o Matthew J. Morris, P.E.
Parcel ID #s: 07-21-28-0000-00-052 and 07-21-28-0000-00-054
Acres: 6.98 +/-



VICINITY MAP



Project: Maudehelen, Phase 4
Application: Final Development Plan/Plat
Owner: GK Maudehelen, LLLP
Project Engineer: Morris Engineering and Consulting, Inc., c/o Matthew J. Morris, P.E.
Parcel ID #s: 07-21-28-0000-00-052 and 07-21-28-0000-00-054
Acres: 6.98 +/-



AERIAL MAP



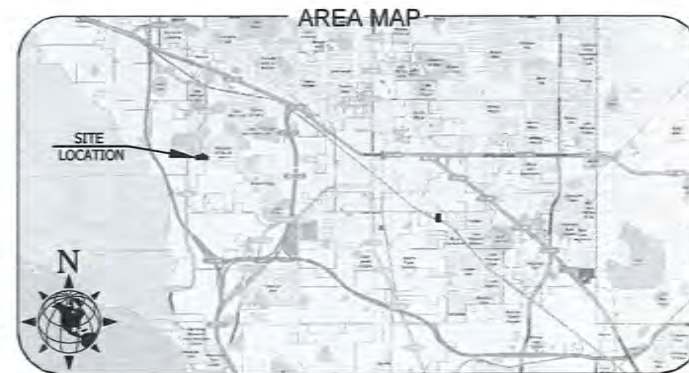
FINAL DEVELOPMENT PLANS for MAUDEHELEN SUBDIVISION - PHASE 4

A RESIDENTIAL SUBDIVISION

SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

A DEVELOPMENT BY
GK MAUDEHELEN, LLLP

8875 Hidden River Parkway, Suite 150
Tampa, Florida 33637
813-615-1244



ORANGE COUNTY, FLORIDA



SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

INDEX OF SHEETS	
SHEET	TITLE
1	COVER SHEET
2	SPECIFICATIONS AND GENERAL NOTES
3-3.1	BOUNDARY SURVEY
4	MASTER DEVELOPMENT PLAN
5	GEOMETRY PLAN
6	POTABLE WATER & SANITARY SEWER SYSTEMS MASTER PLAN
6.1	REUSE WATER & STORM SEWER MASTER PLAN
7	LOT GRADING PLAN
8-9	PLAN AND PROFILE - BLUE MEADOWS COURT
10	RETENTION POND DETAILS
11-13	UTILITY DETAIL SHEET
14-15	PAVING AND DRAINAGE DETAILS
L1-L2	LANDSCAPE PLANS AND DETAILS
IR-1-IR-2	IRRIGATION PLANS AND DETAILS

PROJECT CONTACTS

ENGINEER
MATTHEW J. MORRIS P.E.
MORRIS ENGINEERING & CONSULTING, LLC
2004 53RD AVENUE EAST
BRADENTON, FLORIDA 34203
941-228-4729
www.morrisengineering.net

DEVELOPER
GK MAUDEHELEN, LLLP
8875 HIDDEN RIVER PARKWAY, SUITE 150
TAMPA, FLORIDA 33637
813-615-1244

SURVEYOR
ALLEN & COMPANY
PROFESSIONAL SURVEYORS & MAPPERS
16 EAST PLANT STREET
WINTER GARDENS, FLORIDA 34787
407-654-5355

UTILITY CONTACTS

SANITARY SEWER
CITY OF APOPKA

WATER DISTRIBUTION
CITY OF APOPKA

ELECTRICAL POWER
PROGRESS ENERGY

TELEPHONE
BELL SOUTH

FIRE & POLICE
CITY OF APOPKA

GARBAGE
CITY OF APOPKA

PREPARED BY



MORRIS ENGINEERING AND CONSULTING, LLC

Civil Engineering and Land Development Consulting

6981 Professional Parkway East, Lakewood Ranch, Florida 34240 C.A. 28780 941-444-6644 www.morrisengineering.net

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	05/23/16	REVISIONS PER COMMENTS	DBH

MATTHEW J. MORRIS
FL LICENSE NO. 68434

PROJECT DATA

1. NAME OF PROJECT: MAUDEHELEN SUBDIVISION PHASE 3 & 4
2. EXISTING ZONING: R-2
3. EXISTING LAND USE: RESIDENTIAL LOW (0-5 DU/AC)
4. FUTURE LAND USE: RESIDENTIAL LOW (0-5 DU/AC)
5. BUILDING SETBACKS REQUIRED:
25 FEET FRONT/CORNER
20 FEET REAR
7.5 FEET SIDE (15' BETWEEN STRUCTURES)
6. MINIMUM LIVING AREA: 1800 S.F. (60% OF UNITS MUST BE AT LEAST 2000 S.F.)

PHASE 3

1. TOTAL AREA: 766,576 S.F. (17.60 AC.)
2. WETLAND AREA: 0 S.F./AC.
3. WETLAND BUFFER AREA: 0 S.F./AC.
4. NET AREA: 766,576 S.F. (17.60 AC.)
5. MINIMUM LOT REQUIREMENTS:
LOTS 291-338
LOT WIDTH 70'
LOT SIZE 7500 S.F.
6. PROPOSED NUMBER OF LOTS: 48
7. NET DENSITY: 2.73 DU/AC

PHASE 4

1. TOTAL AREA: 304,468 S.F. (6.98 AC.)
2. WETLAND AREA: 0 S.F./AC.
3. WETLAND BUFFER AREA: 0 S.F./AC.
4. NET AREA: 766,576 S.F. (6.98 AC.)
5. MINIMUM LOT REQUIREMENTS:
LOTS 339-353
LOT WIDTH 70'
LOT SIZE 7500 S.F.
6. PROPOSED NUMBER OF LOTS: 15
7. NET DENSITY: 2.15 DU/AC

PROJECT NOTES

1. ALL IMPROVEMENTS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE CITY OF APOPKA LAND DEVELOPMENT CODE, DEVELOPMENT DESIGN GUIDELINES AND THE CONSTRUCTION DESIGN STANDARD MANUAL.
2. THE MAUDEHELEN PLAT SHALL BE DULY RECORDED PRIOR TO THE ISSUANCE OF ANY CERTIFICATE OF OCCUPANCY.
3. ALL UTILITY BOXES MUST BE FULLY SCREENED FROM VIEW FROM THE RIGHT OF WAYS.
4. 5' MIN. SIDEWALKS TO BE ON BOTH SIDES OF ROADS.
5. ALL STREET LIGHT POLES AND FIXTURES SHALL BE OF A DECORATIVE TYPE, AND A DEVELOPMENT AGREEMENT FOR MAINTENANCE AND OPERATION OF LIGHTS SHALL BE EXECUTED.
6. A MIN. OF (3) TREES PER LOT WITH 2.5" CALIPER SHALL BE PLANTED AT THE TIME OF HOUSE CONSTRUCTION. EACH TREE SHALL BE OF A CANOPY TYPE.
7. STREET TREES (SPACED AT 30 FT. O.C.) SHALL BE PLANTED AT THE TIME OF HOUSE CONSTRUCTION AND SHALL BE LOCATED WITHIN A 5' EASEMENT ADJACENT TO STREET ROW BEHIND THE UTILITY EASEMENT EACH SHALL HAVE A MIN. 2.5" CALIPER AND BE OF A CANOPY TYPE SPECIES.
8. THE DEVELOPMENT RIGHTS OF THE WETLAND TRACTS ARE TO BE DEDICATED TO THE CITY OF APOPKA WITH MAINTENANCE BY THE MAUDEHELEN HOME OWNERS ASSOCIATION.
9. THE FUTURE LAND USE OF THIS DEVELOPMENT IS RESIDENTIAL LOW (0-5 D.U./AC.)
10. DEVELOPER TO INSTALL A MIN. 6" DRY LINE (FOR FUTURE RECLAIMED WATER DISTRIBUTION) ALONG THE JOHNS ROAD ROW.
11. WATER MAIN SIZES FOR FIRE PROTECTION SHALL BE 8 INCHES MIN. OR 6 INCHES IN AN APPROVED LOOP ARRANGEMENT.
12. APPROVED FIRE HYDRANTS SHALL BE LOCATED IN INTERVALS NOT TO EXCEED 500 FEET FROM ANY PORTION OF ANY DWELING LOCATED ON THIS DEVELOPMENT.
13. ANY CHANGES TO THE FINAL DEVELOPMENT PLAN INVOLVING LOT SIZES OR LIVING AREAS WILL REQUIRE RECONSIDERATION OF BOTH THE FINAL DEVELOPMENT PLAN AND THE REZONING ORDINANCE BY THE LAND DEVELOPMENT REVIEW BOARD AND CITY COUNCIL.
14. TRACT 30 INCLUDES A BLANKET UTILITY EASEMENT OVER THE ENTIRE TRACT GRANTED TO THE CITY OF APOPKA.
15. RESIDENTIAL ARCHITECTURE MUST COMPLY WITH THE CITY OF APOPKA'S DEVELOPMENT DESIGN GUIDELINES.
16. FRONT LOAD GARAGES SHALL BE SETBACK THIRTY (30) FEET FROM FRONT PROPERTY LINE.

RECREATION AREA ANALYSIS:

1. REQUIRED SPACE BASED ON ALL FOUR PHASES OF THE SUBDIVISION:
2. TOTAL NUMBER OF LOTS: 353 (TOTAL FOR PHASES 1,2,3,4)

AREA REQUIRED:

1. 2.5 EQUIVALENT LOTS PER 100 LOTS X 3 = 7.5 EQUIV. LOTS PLUS 2.0 EQUIVALENT LOTS PER 51 TO 75 LOTS = 9.5 TOTAL EQUIV. LOTS
 2. TYPICAL LOT SIZE: 8000 S.F.
- TOTAL REQUIRED PARKING AREA = 8,000 X 9.5 = 78,000 S.F.

RECREATION AREA PROVIDED:

1. PARK W/PLAYGROUND AREA ALONG NORTH SIDE OF BEARDSLEY DRIVE NEAR SUBDIVISION ENTRANCE (PART OF TRACT #6 IN PHASE 1): 59,200 S.F.
 2. PARK ALONG SOUTH SIDE OF BEARDSLEY DRIVE (TRACT #5 IN PHASE 1): 63,075 S.F.
- TOTAL RECREATION AREA PROVIDED: 122,275 S.F.

AREA ANALYSIS

PHASE 3	PHASE 4
TOTAL AREA= 766,576 S.F. (17.60 AC.)	TOTAL AREA= 304,468 S.F. (6.98 AC.)
OPEN/POND AREA= 114,934 S.F.	OPEN/POND AREA= 129,950 S.F.
R.O.W.= 126,596 S.F.	R.O.W.= 34,594 S.F.
R.O.W. IMPERVIOUS= 96,515 S.F.	R.O.W. IMPERVIOUS= 26,685 S.F.
R.O.W. PERVIOUS= 30,081 S.F.	R.O.W. PERVIOUS= 7,908 S.F.
LOT AREA= 525,046 S.F.	LOT AREA= 151,578 S.F.
LOT AREA IMPERVIOUS= 278,274 S.F.	LOT AREA IMPERVIOUS= 74,272 S.F.
LOT AREA PERVIOUS= 246,771 S.F.	LOT AREA PERVIOUS= 77,305 S.F.
TOTAL IMPERVIOUS= 374,789 S.F. (49%)	TOTAL IMPERVIOUS= 100,957 S.F. (33%)
TOTAL PERVIOUS= 391,787 S.F. (51%)	TOTAL PERVIOUS= 203,511 S.F. (67%)

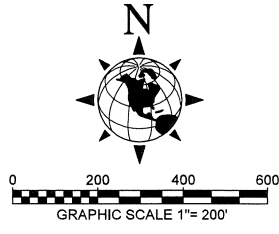


SPECIFICATIONS:
HIGH PRESSURE SODIUM LIGHT

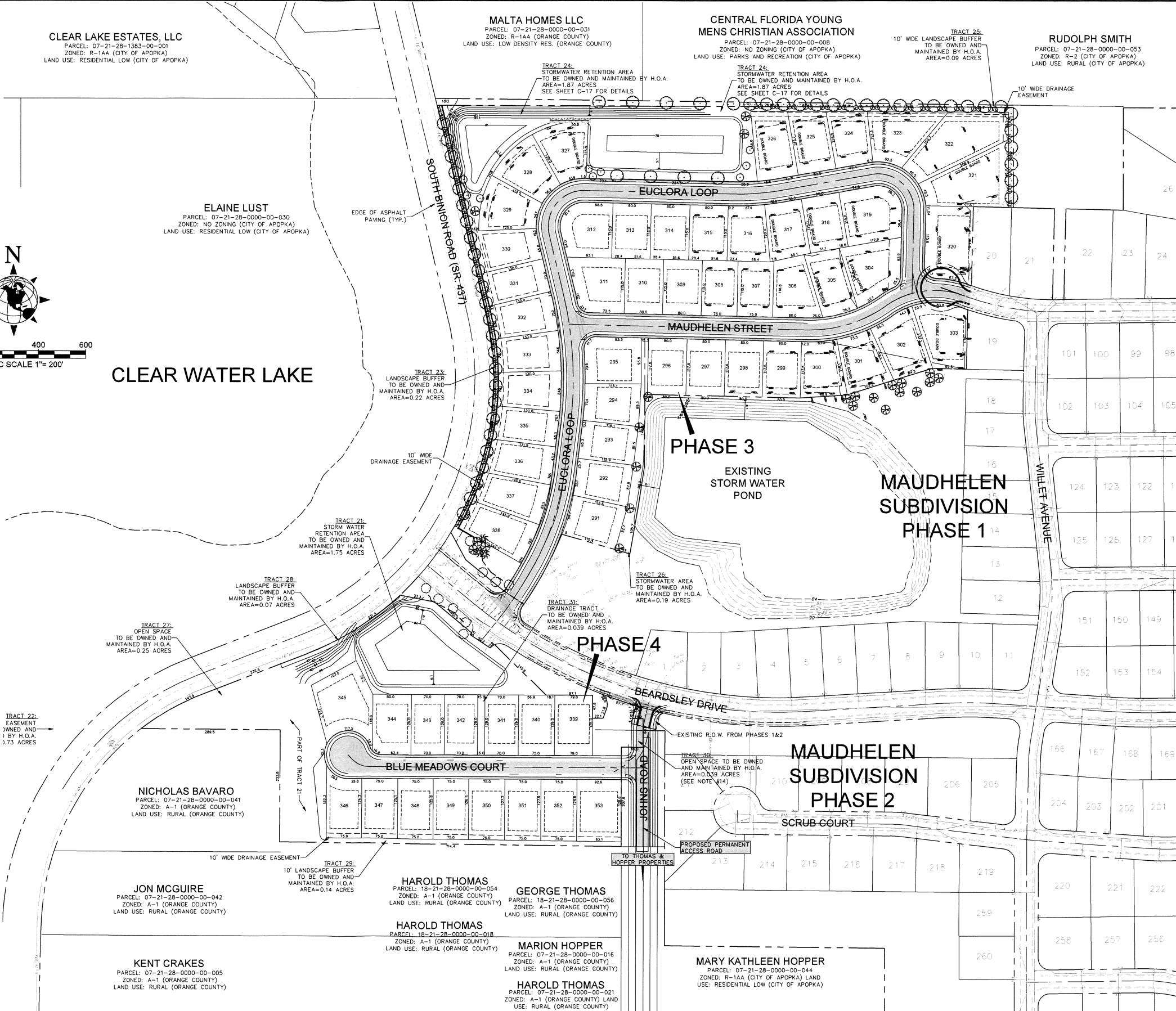
- POST HEIGHT: 9'-6"
- BASE DIAMETER: 20"
- OVERALL HEIGHT: 12'-9"
- LIGHT CENTER HEIGHT: 11'-2"
- CAST IRON POST

PROPOSED STREET LIGHT
OR ALTERNATIVE AS APPROVED BY CITY

- NOTE:
1. STREET LIGHTS ARE INTENDED TO LIGHT THE ROADWAY AND ARE TO BE DESIGNED BY PROGRESS ENERGY TO I.E.S. STANDARDS AND BE PLACED WITHIN R.O.W. OF THE ROADS.
 2. THE DEVELOPER WILL BE RESPONSIBLE FOR THE DIFFERENCE IN MAINTENANCE COST BETWEEN THE STANDARD 30 FT. CONC. LIGHT POLE USING A CL27 FIXTURE AND THE PROPOSED DECORATIVE STREET LIGHT.
 3. LIGHT POLE FOOTERS CANNOT BE EXPOSED ABOVE FINISHED GRADE.



CLEAR WATER LAKE



CLEAR LAKE ESTATES, LLC
PARCEL: 07-21-28-1383-00-001
ZONED: R-1AA (CITY OF APOPKA)
LAND USE: RESIDENTIAL LOW (CITY OF APOPKA)

MALTA HOMES LLC
PARCEL: 07-21-28-0000-00-031
ZONED: R-1AA (ORANGE COUNTY)
LAND USE: LOW DENSITY RES. (ORANGE COUNTY)

CENTRAL FLORIDA YOUNG MENS CHRISTIAN ASSOCIATION
PARCEL: 07-21-28-0000-00-008
ZONED: NO ZONING (CITY OF APOPKA)
LAND USE: PARKS AND RECREATION (CITY OF APOPKA)

RUDOLPH SMITH
PARCEL: 07-21-28-0000-00-053
ZONED: R-2 (CITY OF APOPKA)
LAND USE: RURAL (CITY OF APOPKA)

ELAINE LUST
PARCEL: 07-21-28-0000-00-030
ZONED: NO ZONING (CITY OF APOPKA)
LAND USE: RESIDENTIAL LOW (CITY OF APOPKA)

NICHOLAS BAVARO
PARCEL: 07-21-28-0000-00-041
ZONED: A-1 (ORANGE COUNTY)
LAND USE: RURAL (ORANGE COUNTY)

JON MCGUIRE
PARCEL: 07-21-28-0000-00-042
ZONED: A-1 (ORANGE COUNTY)
LAND USE: RURAL (ORANGE COUNTY)

KENT CRAKES
PARCEL: 07-21-28-0000-00-005
ZONED: A-1 (ORANGE COUNTY)
LAND USE: RURAL (ORANGE COUNTY)

HAROLD THOMAS
PARCEL: 18-21-28-0000-00-054
ZONED: A-1 (ORANGE COUNTY)
LAND USE: RURAL (ORANGE COUNTY)

HAROLD THOMAS
PARCEL: 18-21-28-0000-00-018
ZONED: A-1 (ORANGE COUNTY)
LAND USE: RURAL (ORANGE COUNTY)

GEORGE THOMAS
PARCEL: 18-21-28-0000-00-056
ZONED: A-1 (ORANGE COUNTY)
LAND USE: RURAL (ORANGE COUNTY)

MARION HOPPER
PARCEL: 07-21-28-0000-00-016
ZONED: A-1 (ORANGE COUNTY)
LAND USE: RURAL (ORANGE COUNTY)

HAROLD THOMAS
PARCEL: 07-21-28-0000-00-021
ZONED: A-1 (ORANGE COUNTY)
LAND USE: RURAL (ORANGE COUNTY)

MARY KATHLEEN HOPPER
PARCEL: 07-21-28-0000-00-044
ZONED: R-1AA (CITY OF APOPKA)
LAND USE: RESIDENTIAL LOW (CITY OF APOPKA)

PREPARED FOR:
GK MAUDEHELEN, LLLP
8875 HIDDEN RIVER PARKWAY, SUITE 150
TAMPA, FLORIDA 33637
813-615-1244

MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6981 Professional Parkway East, Lakewood Ranch, Florida 34240 C.A. 28780 941-444-6644 www.morrisengineering.net

NO.	DATE	REVISIONS PER COMMENTS	REVISION DESCRIPTION	DATE	BY	CHECKED
1	05/23/16			03/01/16		

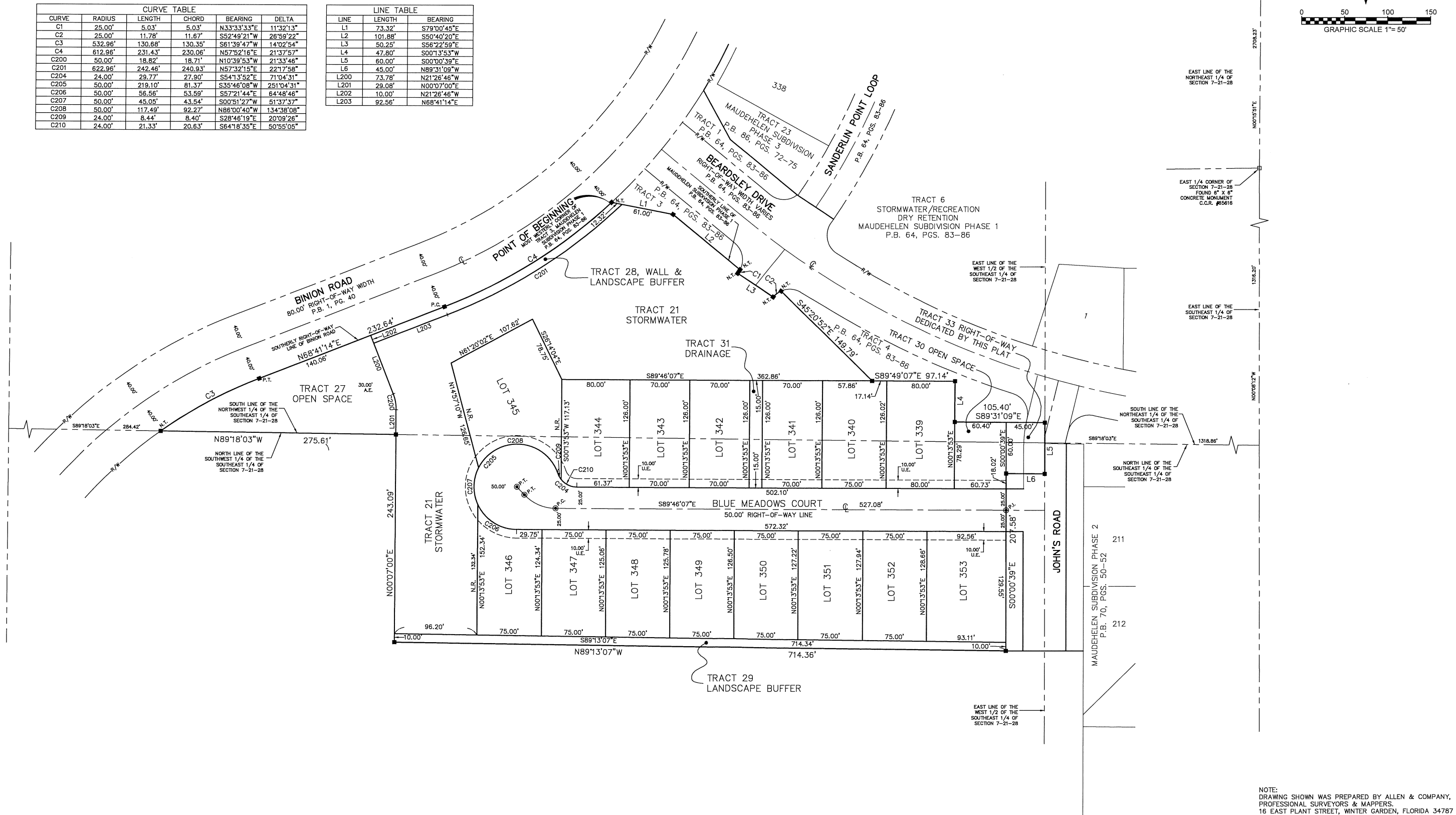
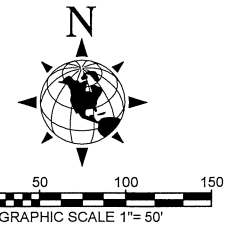
DATE: 03/01/16
PROJECT: M4
DRAWING: MH-PH4
DRAWN: IS
CHECKED: M/M

SCALE: 1"=100'
SEC - TSP - RNO: 07-215-285
SHEET: 4 OF 21

MASTER DEVELOPMENT PLAN
MAUDEHELEN SUBDIVISION - PHASE 4
ORANGE COUNTY, FLORIDA

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD	DELTA
C1	25.00'	5.03'	5.03'	N33°33'33"E 11°32'13"
C2	25.00'	11.78'	11.67'	S52°49'21"W 26°59'22"
C3	532.96'	130.68'	130.35'	S61°39'47"W 14°02'54"
C4	612.96'	231.43'	230.06'	N57°52'16"E 21°37'57"
C200	50.00'	18.82'	18.71'	N10°39'53"W 21°33'46"
C201	622.96'	242.46'	240.93'	N57°32'15"E 22°17'58"
C204	24.00'	29.77'	27.90'	S54°13'52"E 71°04'31"
C205	50.00'	219.10'	81.37'	S35°46'08"W 251°04'31"
C206	50.00'	56.56'	53.59'	S57°21'44"E 64°48'46"
C207	50.00'	45.05'	43.54'	S00°51'27"W 51°37'37"
C208	50.00'	117.49'	92.27'	N86°00'40"W 134°38'08"
C209	24.00'	8.44'	8.40'	S28°46'19"E 20°09'26"
C210	24.00'	21.33'	20.63'	S64°18'35"E 50°55'05"

LINE TABLE		
LINE	LENGTH	BEARING
L1	73.32'	S79°00'45"E
L2	101.89'	S50°40'20"E
L3	50.25'	S56°22'59"E
L4	47.80'	S00°13'53"W
L5	60.00'	S00°00'39"E
L6	45.00'	N89°31'09"W
L200	73.78'	N21°26'46"W
L201	29.08'	N00°07'00"E
L202	10.00'	N21°26'46"W
L203	92.56'	N68°41'14"E



NOTE:
DRAWING SHOWN WAS PREPARED BY ALLEN & COMPANY,
PROFESSIONAL SURVEYORS & MAPPERS,
16 EAST PLANT STREET, WINTER GARDEN, FLORIDA 34787

PREPARED FOR:
GK MAUDEHELEN, LLLP
8875 HIDDEN RIVER PARKWAY, SUITE 150
TAMPA, FLORIDA 33637
813-615-1244

M MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6997 Professional Parkway East, Suite B, Lakewood Ranch, Florida 34240 C.A.28780 941-444-6644 www.morrisengineering.net

NO.	DATE	REVISION DESCRIPTION	BY

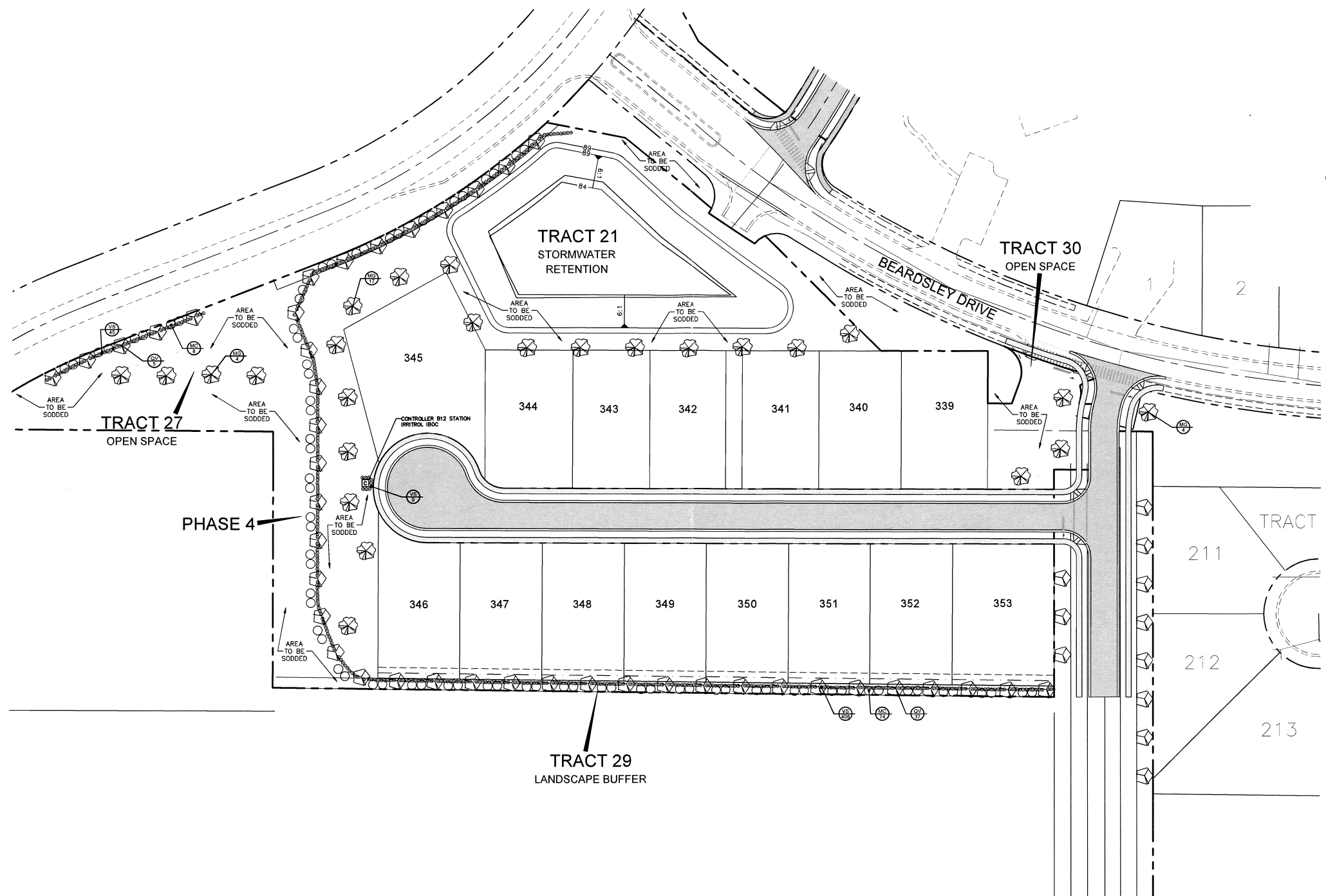
DATE: 11/08/16
PROJECT: MH
DRAWING: 05-MH-GEO-PLAN
DRAWN: DJH
CHECKED: MJM

152

MATTHEW J. MORRIS
FL LICENSE NO. 88434

SCALE: 1"=50'
SEC-TSP-RNG: 07-215-28C
SHEET 5 OF 21

GEOMETRY PLAN
MAUDEHELEN SUBDIVISION - PHASE 4
ORANGE COUNTY, FLORIDA



- ADDITIONAL NOTES:
1. STREET TREES AND LOT TREES SHALL BE A MINIMUM OF 2.5" CALIPER AT DBH.
 2. TURF AND SHRUBS ARE TO BE IRRIGATED ON SEPARATE ZONES.
 3. PLANTS AND SHRUBS ARE REQUIRED TO BE IRRIGATED USING MICRO. IRRIGATION. MICRO. IRRIGATION IS REQUIRED TO BE EQUIPPED WITH FILTRATION AND PRESSURE REGULATORS.
 4. STREET TREES WITHIN THE JOHNS ROAD RIGHT OF WAY (ADJACENT TO LOTS 211-213, & 353) SHALL BE INSTALLED IN A 10' WIDE LANDSCAPE TRACT DEDICATED AND MAINTAINED BY THE MAUDEHELEN HOMEOWNERS ASSOCIATION.
 5. BAHIA GRASS WILL BE USED FOR AREAS NOTED AS "TO BE SODDED" (APPROX. 3,500 SQ. YDS.)

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA ORDINANCE 2089 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE

REG. NO.

DATE

PREPARED FOR:
GK MAUDEHELEN, LLLP
8875 HIDDEN RIVER PARKWAY, SUITE 150
TAMPA, FLORIDA 33637
813-615-1244

M MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6981 Professional Parkway East, Lakewood Ranch, Florida 34240 C.A. 28780 941-444-6444 www.morris-engineering.net

NO.	DATE	REVISION DESCRIPTION	BY
3	05/23/16	REVISE PER COMMENTS	DBI
2	11/26/13	REVISE PER COMMENTS	SPL
1	10/30/13	ADD NOTES PER COMMENTS	SPM

153
MATTHEW J. MORRIS
FL LICENSE NO. 68434

DATE
03/01/16
PROJECT
MH
DRAWING
MH-PH4
DRAWN
IS/DH
CHECKED
MJM

LANDSCAPE PLAN
MAUDEHELEN SUBDIVISION - PHASE 4
ORANGE COUNTY, FLORIDA

SCALE
NTS
SEC. - TSP. - RING.
07-215-28E
SHEET
L-1
OF
21

Plant List

SYM.	QTY.	BOTANICAL NAME	COMMON NAME	
QV	42 446	QUERCUS VIRGINIANA	LIVE OAK	2.5" CALIPER AT D.B.H. 12-14' HT. X 5-6' SP CONTAINER GROWN
MG	25 44	MAGNOLIA GRANDIFLORA	MAGNOLIA	10-12' O.A.H.T. 3" CALIPER MIN.
MC	82 214	MYRICA CERIFERA	WAX MYRTLE	5-6' 15 GAL. CONTAINER FULL PLANT
VS	462 448	VIBURNUM SUSPENSUM	SWEET VIBURNUM	7 GAL. 30"-36" HT. 42" O.C.

General Landscape Notes

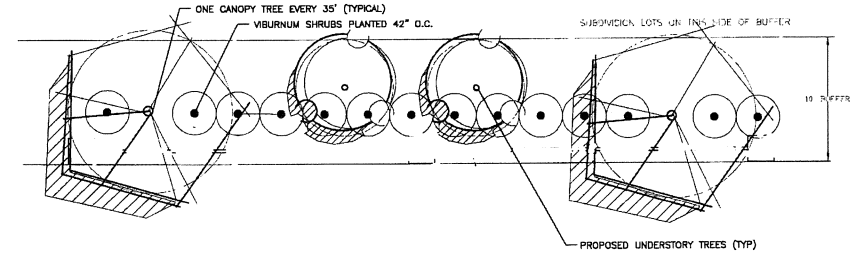
- ALL LANDSCAPED AND SODDED AREAS DELINEATED ON THESE PLANS SHALL BE IRRIGATED. THE IRRIGATION SYSTEM SHALL DELIVER 1" TOTAL COVERAGE ON THE ENTIRE SITE PER WEEK.
- ALL LANDSCAPED BEDS SHALL BE TOP DRESSED WITH 3" OF PINE BARK NUGGET MULCH.
- ALL TREE SAUCERS SHALL BE TOP DRESSED WITH 3" OF PINE BARK NUGGET MULCH.
- IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO BECOME FULLY FAMILIAR WITH ALL EXISTING SITE CONDITIONS AND TO STUDY ALL SUBSURFACE UTILITY PLANS AND ARCHITECTURAL PLANS SO AS TO PREVENT DAMAGE DURING THE INSTALLATION OF THE LANDSCAPE MATERIAL.
- STAKING OF TREES AND PALMS IS AT THE OPTION OF THE LANDSCAPE CONTRACTOR. HOWEVER, IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO MAINTAIN ALL TREES, PALMS AND SHRUBS IN AN UPRIGHT PLUM CONDITION.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ARCHITECTURAL OR PAVED SURFACES.
- ALL PLANT MATERIAL SHALL BE GRADED FLORIDA NO. 1 ACCORDING TO THE GRADES AND STANDARDS OF THE FLORIDA NURSERYMAN'S ASSOCIATION.
- ALL TREE CALIPER DIMENSIONS SHALL BE MEASURED AT BREAST HEIGHT, 54" ABOVE THE TOP OF SOIL.
- THE LANDSCAPE CONTRACTOR SHALL INSURE THAT PROPOSED LANDSCAPE BEDS DO NOT INTERFERE WITH PROPOSED DRAINAGE PATTERNS.
- THE LANDSCAPE CONTRACTOR SHALL WARRANT ALL SHRUBS FOR A PERIOD NO SHORTER THAN 90 DAYS FROM THE DATE OF THE "FINAL ACCEPTANCE" BY THE CLIENT AND LANDSCAPE ARCHITECT. ALL TREES SHALL CARRY A MINIMUM ONE YEAR WARRANTY. ALL WARRANTY RESTRICTIONS SHALL BE SPECIFICALLY DESCRIBED IN WRITING AND SHALL BE PART OF THE BIDDING DOCUMENTS PROVIDED TO THE CLIENT BY THE LANDSCAPE CONTRACTOR.
- BEFORE PLANTING OR SODDING THE LANDSCAPE CONTRACTOR SHALL REVIEW THE SITE GRADING AND DRAINAGE AND SHALL INFORM THE CLIENT OF ANY DRAINAGE PROBLEMS OR INADEQUACIES.

Ordinance 2069 (Water-Wise)

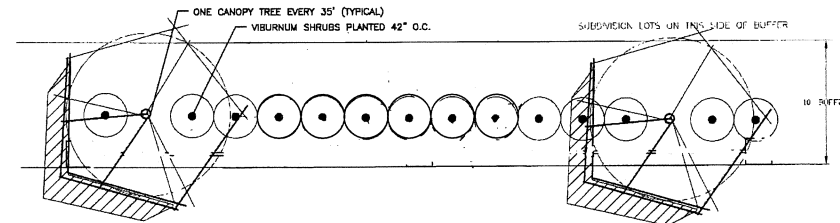
- RESIDENTIAL SELF-CERTIFICATION**
 - ALL SINGLE-FAMILY RESIDENTIAL DEVELOPMENTS ARE REQUIRED TO SUBMIT A SELF-CERTIFICATION CHECKLIST TO THE CITY UPON COMPLETION OF ALL INSTALLATIONS AS OUTLINED IN 5.01.05B(3).
 - CONTRACTORS AND OWNER/CONTRACTORS SHALL BE ACCOUNTABLE FOR PROPER INSTALLATION AND COMPLIANCE THROUGH SELF-CERTIFICATION. THE CITY MAY CONDUCT AND ADEQUATE NUMBER OF RANDOM INSPECTIONS TO ENSURE COMPLIANCE WITH THIS CODE.
 - A CONTRACTOR OR OWNER/ CONTRACTOR MUST SUBMIT A COMPLETED AND ENDORSED CHECKLIST ON A FORM PROVIDED BY THE CITY. A COPY OF THIS CERTIFICATION CHECKLIST MUST BE PROVIDED TO THE PROPERTY OWNER. A LIST OF PLANTS INSTALLED ON THE SITE MUST BE ATTACHED TO THE SELF-CERTIFICATION CHECKLIST AND BE PROVIDED TO BOTH THE CITY AND THE OWNER.
 - NO CERTIFICATE OF OCCUPANCY SHALL BE ISSUED UNTIL A COMPLETED SELF-CERTIFICATION CHECKLIST HAS BEEN SUBMITTED TO THE CITY.
- INSPECTIONS - NON-RESIDENTIAL AND RESIDENTIAL COMMON AREAS**
 - PRIOR TO THE ISSUANCE OF ANY CERTIFICATE OF OCCUPANCY OR CERTIFICATE OF ACCEPTANCE, CONTRACTORS AND OWNER/ CONTRACTORS SHALL REQUEST A FINAL INSPECTION OF WORK PERFORMED AFTER THE SUBMITTAL OF SELF-CERTIFICATION CHECKLIST. THE CITY SHALL CONDUCT AN INSPECTION TO ENSURE COMPLIANCE.

Site Landscape Notes

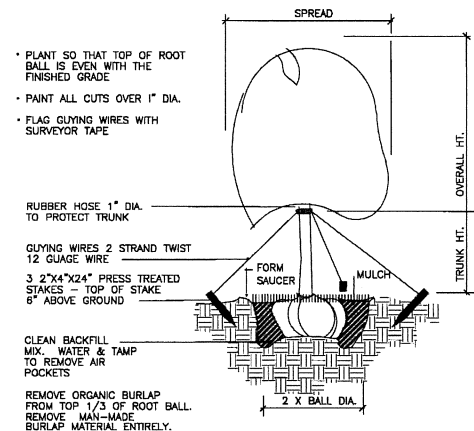
- ALL TREES SHALL BE FLORIDA NO.1 GRADE OR BETTER. TREE SIZES ARE DBH (MEASURED 54" ABOVE THE SOIL)
- ALL COMMON AREA IMPROVEMENTS (LANDSCAPING, TREES, PARK AMENITIES, ETC) SHALL BE INSTALLED PRIOR TO ISSUANCE OF THE CERTIFICATE OF ACCEPTANCE.
- A MINIMUM OF (3) TREES PER LOT WITH 2.5" CALIPER AT D.B.H. SHALL BE PLANTED (OF WHICH ONE OR TWO MAY BE STREET TREES DEPENDING ON LOT WIDTH) AT TIME OF HOUSE CONSTRUCTION EACH TREE TO BE OF A CANOPY TYPE.
- STREET TREES (SPACED AT 30' O.C.) SHALL BE PLANTED AT TIME OF HOUSE CONSTRUCTION AND SHALL BE LOCATED WITHIN A 5' EASEMENT ADJACENT TO THE STREET R.O.W. BEHIND THE UTILITY EASEMENT. EACH SHALL HAVE A MIN. 2.5" CALIPER AT D.B.H. AND BE OF A CANOPY TYPE SPECIES.
- THE STREET TREE SPACING (EVERY 30' INTERVAL) SHALL BE THE SPECIFICATION FOR STREET TREE PLANTING AND THIS SPACING REQUIREMENT SHALL SUPERCEDE ANY QUANTITIES LISTED HEREIN AND ARE NOT INCLUDED IN THE PLANT LIST.
- EXISTING TREES WHICH DO NOT SURVIVE SHALL BE REQUIRED TO BE REPLACED AT THE RATIO OF ONE TREE INCH REPLACED FOR EVERY TREE INCH REMOVED.
- SOD IS REQUIRED AS GROUND COVER OF ALL OPEN AREAS.
- ALL UTILITY BOXES WILL BE SCREENED FROM RIGHT-OF-WAY VIEWS WITH LANDSCAPING, (WHERE APPLICABLE), SHOWN WITH THE FINAL DEVELOPMENT PLAN



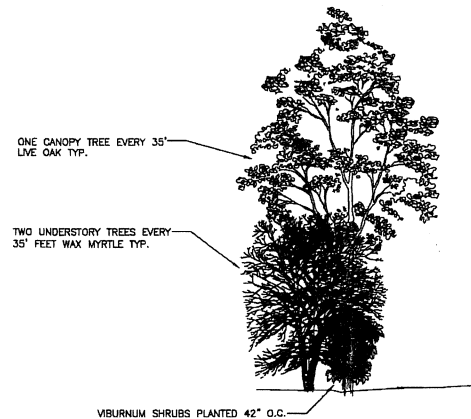
PROPOSED LANDSCAPE BUFFER DETAIL (TRACT 27)
SCALE = N.T.S.



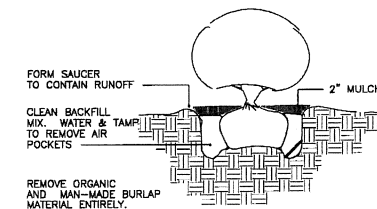
PROPOSED LANDSCAPE BUFFER DETAIL (TRACT 23 & TRACT 27)
SCALE = N.T.S.



TYPICAL TREE PLANTING DETAIL
SCALE: NOT TO SCALE



TYPICAL LANDSCAPE BUFFER
SCALE: NOT TO SCALE



TYPICAL SHRUB PLANTING DETAIL
SCALE: NOT TO SCALE

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE _____ REG. NO. _____ DATE _____

PREPARED FOR:
GK MAUDEHELEN, LLLP
8875 HIDDEN RIVER PARKWAY, SUITE 150
TAMPA, FLORIDA 33637
813-615-1244

M MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6981 Professional Parkway East, Lakewood Ranch, Florida 34240 C.A. 28789 941-444-6644 www.morrisengineering.net

NO.	DATE	REVISION DESCRIPTION	BY
3	04/11/16	REVISE PLANT QUANTITIES	DBH
2	11/26/13	REVISE PER COMMENTS	SPH
1	10/30/13	ADD NOTES PER COMMENTS	SPH

154
BY MATTHEW J. MORRIS
FL LICENSE NO. 68434

DATE
03/01/16
PROJECT
MH
DRAWING
MH-PH4
DRAWN
IS/DH
CHECKED
MJM

LANDSCAPE DETAILS
MAUDEHELEN SUBDIVISION - PHASE 4
ORANGE COUNTY, FLORIDA

SCALE
N.T.S.
SEC. - TSP - RING.
07-215-28E
SHEET
L-2
OF
21

MAUDEHELEN SUBDIVISION PHASE 4

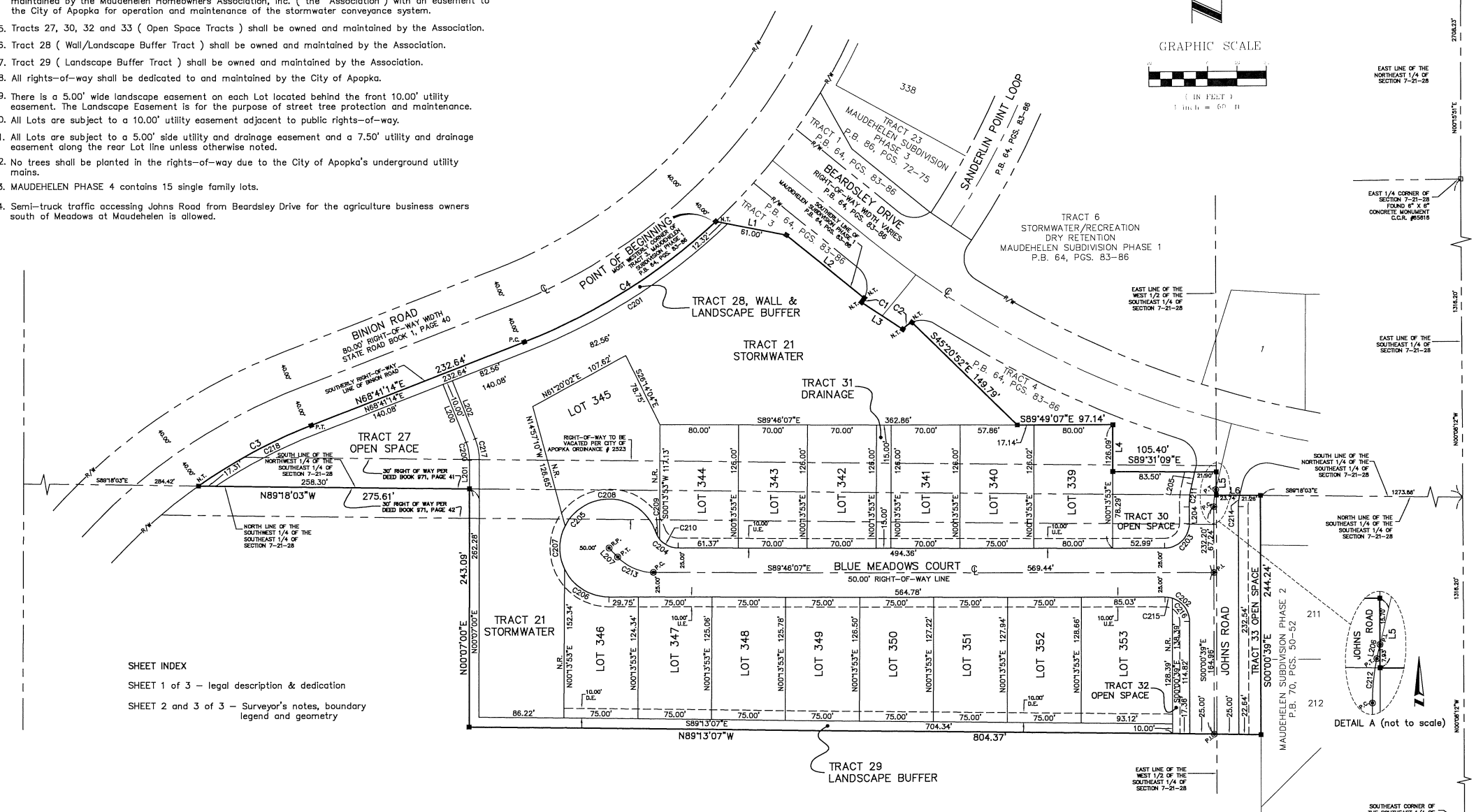
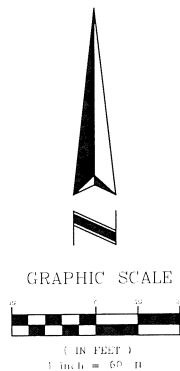
A REPLAT OF A PORTION OF MAUDEHELEN PHASE 1, PLAT BOOK 64, PAGES 83 THROUGH 86, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND A PORTION OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST CITY OF APOPKA, ORANGE COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____

SHEET 2 OF 3

SURVEYOR'S NOTES:

- Bearings shown hereon are assumed and based on the North line of the Southeast 1/4 of the Southeast 1/4 of Section 7-21-28 being an assumed bearing of South 89°18'03" East for angular designation only.
- All lot lines are radial, unless otherwise noted non-radial (N.R.).
- All platted utility easements shall also be easements for the construction, installation, maintenance, and operation of cable television and data 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.
- Tract 21 (Stormwater Retention Tract) and Tract 31 (Drainage Tract) shall be owned and maintained by the Maudehelen Homeowners Association, Inc. (the "Association") with an easement to the City of Apopka for operation and maintenance of the stormwater conveyance system.
- Tracts 27, 30, 32 and 33 (Open Space Tracts) shall be owned and maintained by the Association.
- Tract 28 (Wall/Landscape Buffer Tract) shall be owned and maintained by the Association.
- Tract 29 (Landscape Buffer Tract) shall be owned and maintained by the Association.
- All rights-of-way shall be dedicated to and maintained by the City of Apopka.
- There is a 5.00' wide landscape easement on each Lot located behind the front 10.00' utility easement. The Landscape Easement is for the purpose of street tree protection and maintenance.
- All Lots are subject to a 10.00' utility easement adjacent to public rights-of-way.
- All Lots are subject to a 5.00' side utility and drainage easement and a 7.50' utility and drainage easement along the rear Lot line unless otherwise noted.
- No trees shall be planted in the rights-of-way due to the City of Apopka's underground utility mains.
- MAUDEHELEN PHASE 4 contains 15 single family lots.
- Semi-truck traffic accessing Johns Road from Beardsley Drive for the agriculture business owners south of Meadows at Maudehelen is allowed.



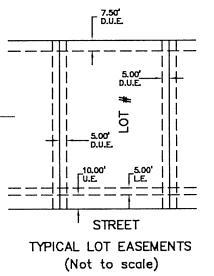
SHEET INDEX
 SHEET 1 of 3 - legal description & dedication
 SHEET 2 and 3 of 3 - Surveyor's notes, boundary legend and geometry

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	25.00'	5.03'	5.03'	S33°33'33"W	11°32'13"
C2	25.00'	11.78'	11.67'	N52°49'21"E	26°58'22"
C3	532.96'	130.68'	130.35'	N61°38'47"E	14°02'54"
C4	612.96'	231.43'	230.08'	N57°52'18"E	21°37'57"
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C201	622.96'	242.46'	240.93'	N57°32'15"E	22°17'58"
C202	25.00'	39.16'	38.28'	N44°53'23"W	89°45'29"
C203	25.00'	39.38'	38.43'	N45°06'37"E	90°14'31"
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C206	50.00'	58.58'	53.59'	S57°21'44"E	64°48'46"
C207	50.00'	45.05'	43.54'	S00°51'27"W	51°37'37"
C208	25.00'	39.38'	38.43'	N45°06'37"E	90°14'31"
C209	24.00'	8.44'	8.40'	S28°46'19"E	20°09'26"
C210	24.00'	21.33'	20.63'	S6°18'35"E	50°55'05"
C211	100.00'	23.52'	23.47'	S06°43'39"W	13°28'36"
C212	75.00'	17.64'	17.60'	S06°43'39"W	13°28'36"
C213	50.00'	40.81'	39.68'	S66°23'18"E	46°45'40"
C214	50.00'	11.76'	11.73'	S06°43'39"W	13°28'36"
C215	25.00'	7.86'	7.63'	N80°59'34"W	17°33'08"
C216	25.00'	31.51'	29.46'	N38°06'45"W	72°12'21"
C217	60.00'	22.58'	22.45'	N10°39'53"W	21°33'46"
C218	522.96'	114.23'	114.01'	S62°25'47"W	12°30'56"

LEGEND:
 L.B. denotes licensed business
 U.E. denotes utility easement
 R/W denotes right-of-way
 C denotes change in direction along right-of-way lines
 C.C.R. # denotes Certified Corner Record Number
 N.R. denotes non-radial (see note 2)
 denotes set 4" x 4" concrete monument LB 6723 permanent reference monument (PRM)

N.T. denotes non tangent
 denotes set nail & disk LB 6723 permanent control point (PCP)
 denotes centerline
 LLC denotes limited liability company
 PG(S) denotes page(s)
 P.C. denotes point of curvature
 P.T. denotes point of tangency
 P.I. denotes point of intersection
 P.B. denotes Plat Book
 R.P. denotes radius point

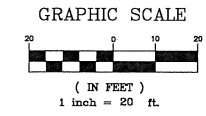
LINE	LENGTH	BEARING
L1	73.32'	S79°00'46"E
L2	101.88'	S50°40'20"E
L3	50.84'	S68°27'59"E
L4	47.80'	S00°13'53"W
L5	23.84'	S00°00'39"E
L6	45.00'	S89°18'03"E
L200	63.78'	N21°26'46"W
L201	28.08'	N00°07'00"E
L202	63.78'	N21°26'46"W
L204	17.02'	S00°00'39"E
L205	12.82'	S13°27'57"W
L206	2.47'	N13°27'57"E
L207	12.70'	S43°00'28"E



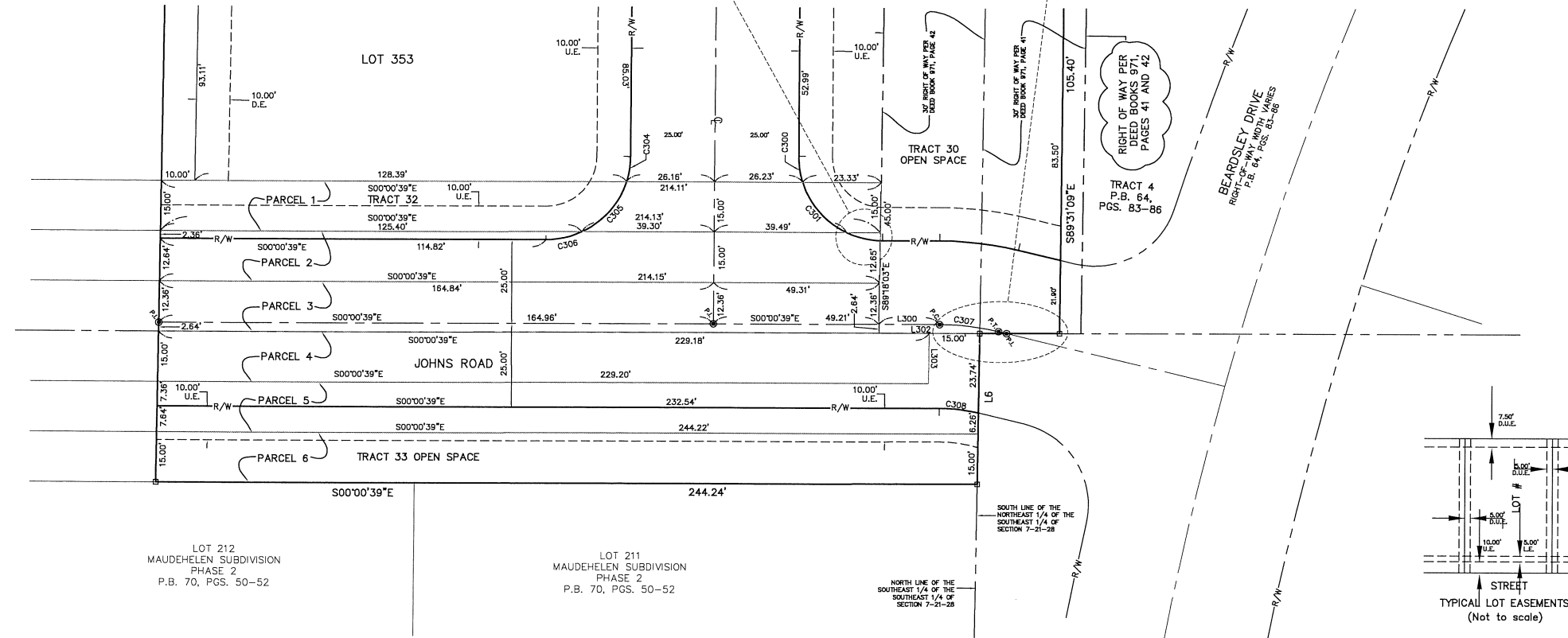
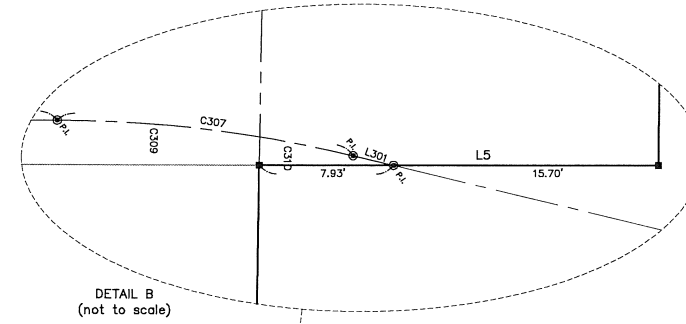
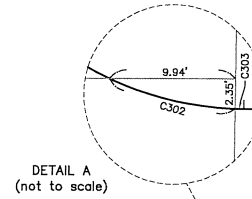
MAUDEHELEN SUBDIVISION PHASE 4

A REPLAT OF A PORTION OF MAUDEHELEN PHASE 1, PLAT BOOK 64, PAGES 83 THROUGH 86, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND A PORTION OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST CITY OF APOPKA, ORANGE COUNTY, FLORIDA

SHEET 3 OF 3 PLAT BOOK _____ PAGE _____



CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C300	25.00'	7.87'	7.84'	N81°22'48"E	18°02'10"
C301	25.00'	20.56'	19.98'	N48°26'52"E	47°06'36"
C302	25.00'	10.28'	10.19'	N13°19'37"E	23°31'02"
C303	25.00'	0.69'	0.69'	N00°46'44"E	1°34'45"
C304	25.00'	7.66'	7.63'	N80°59'34"W	17°33'08"
C305	25.00'	20.56'	19.98'	N48°26'52"W	47°06'36"
C306	25.00'	10.28'	10.85'	N12°33'32"W	23°03'44"
C307	75.00'	17.64'	17.60'	S06°43'39"W	13°28'36"
C308	50.00'	11.78'	11.73'	S06°43'39"W	13°28'36"



PARCEL No.	OWNERSHIP	PLATTED PURPOSE
1	Harold W. Thomas, II and Melody L. Thomas	Open Space Tract 32, Public Road R/W and Open Space Tract 30
2	George A. Thomas, and Sandra K. Thomas	Open Space Tract 32, Public Road R/W and Open Space Tract 30
3	Harold W. Thomas, II and Melody L. Thomas	Public Road R/W
4	Marion W. Hopper and Mary K. Hopper	Public Road R/W
5	Harold Thomas and Melody Thomas	Public Road R/W and Open Space Tract 33
6	Mary Kathleen Hopper	Open Space Tract 33

LINE TABLE		
LINE	LENGTH	BEARING
L301	2.47'	N13°27'57"E
L302	30.00'	S00°00'39"E
L303	15.00'	S89°18'03"E

SHEET INDEX
SHEET 1 of 3 - legal description & dedication
SHEET 2 and 3 of 3 - Surveyor's notes, boundary legend and geometry

18 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355

Backup material for agenda item:

1. Ordinance No. 2510 – Second Reading – Code of Ordinances, Chapter 74 “Business Tax Receipts” – Legislative
Postpone



CITY OF APOPKA CITY COUNCIL

<input type="checkbox"/>	CONSENT AGENDA	MEETING OF:	December 7, 2016
<input checked="" type="checkbox"/>	PUBLIC HEARING	FROM:	Community Development
<input type="checkbox"/>	SPECIAL REPORTS	EXHIBIT(S):	Ordinance No. 2510
<input checked="" type="checkbox"/>	OTHER: Ordinance		

SUBJECT: ORDINANCE NO. 2510 - AMENDING THE CODE OF ORDINANCES.

REQUEST: SECOND READING OF ORDINANCE NO. 2510 – TO ALLOW ADMINISTRATIVE APPROVAL OF VEHICLE FOR HIRE PERMITS.

SUMMARY:

Currently, the process to review a Vehicle for Hire Permit application requires a public hearing before the City Council to make a determination of approval, approval with conditions, or denial. Review by City Council has produced little or no public benefit for having the extended review process. These processes are costly and time consuming for the City as well as permit applicants. Staff is requesting that Chapter 74, Article IV, Section 74-104 pertaining To “Vehicles for Hire” be amended by removing language indicating that City Council approval is required for Vehicle for Hire permits.

PUBLIC HEARING SCHEDULE:

September 7, 2016 - City Council 1st Reading (1:30 pm)
September 21, 2016 – City Council 2nd Reading (7:00 pm) – Postponed to October 5, 2016
October 5, 2016 - City Council 2nd Reading (1:30 pm) – Postponed to November 2, 2016
November 2, 2016 - City Council 2nd Reading (1:30 pm) – Postponed to December 7, 2016
December 7, 2016 - City Council 2nd Reading (1:30 pm)

DULY ADVERTISED:

August 19, 2016 – Public Hearing Notice
September 9, 2016 – Ordinance Heading

FUNDING SOURCE:

N/A

DISTRIBUTION

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

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval of the amendment to the City of Apopka, Code of Ordinances, amending Chapter 74, Article IV, Section 74-104, pertaining To “Vehicles for Hire” by removing language indicating that City Council approval is required for drivers.

The **City Council**, at its meeting on September 21, 2016, postponed the Second Reading of Ordinance No. 2510 due to concerns expressed by the transportation network company, Lyft, and held it over for Second Reading and Adoption on October 5, 2016.

The **City Council**, at its meeting on October 5, 2016, postponed the Second Reading of Ordinance No. 2510; and held it over for Second Reading and Adoption on November 2, 2016 to allow the new Community Development Director time to acquaint himself with the amendment.

The **City Council**, at its meeting on November 2, 2016, postponed the Second Reading of Ordinance No. 2510; and held it over for Second Reading and Adoption on December 7, 2016.

Adopt Ordinance No. 2510

Note: This item is considered legislative and establishes general policy. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

ORDINANCE NO. 2510

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING CHAPTER 74, ARTICLE IV, SECTION 74-104 OF THE CITY OF APOPKA CODE OF ORDINANCES PERTAINING TO “VEHICLES FOR HIRE” BY REMOVING LANGUAGE INDICATING THAT CITY COUNCIL APPROVAL IS REQUIRED FOR DRIVERS; AND PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Apopka believes that it is necessary and in the best interest of the City to remove requirements for City Council approval of drivers for “vehicles for hire.”

LEGISLATIVE UNDERSCORING: Underlined words constitute additions to the City of Apopka Code of Ordinances, ~~strike through~~ constitutes deletions from the original, and asterisks (***) indicate an omission from the existing text which is intended to remain unchanged.

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

SECTION 1. Section 74-104 of the City of Apopka Code of Ordinances is hereby amended as follows:

Sec. 74-104. - Schedule.

There is hereby assessed, levied and imposed upon every business, trade, occupation and profession carried on within the city an annual business tax in the following amounts:

Vehicle for hire. (with driver) Must comply with requirements of City Code Chapter 86.

~~(City council approval required)~~

(1) 1 to 6 passengers, first vehicle61.00

(2) 7+ passengers, first vehicle61.00

(3) Each additional vehicle24.00

SECTION 2. CODIFICATION. 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. CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. 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 5. 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: September 7, 2016

READ SECOND TIME
AND ADOPTED: December 7, 2016

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.

Cliff B. Shepard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: August 19, 2016
September 9, 2016

Backup material for agenda item:

2. Ordinance No. 2511 – Second Reading - Code of Ordinances, Chapter 86 “Vehicles for Hire.” – Legislative **Postpone**



CITY OF APOPKA CITY COUNCIL

<input type="checkbox"/>	CONSENT AGENDA	MEETING OF:	December 7, 2016
<input checked="" type="checkbox"/>	PUBLIC HEARING	FROM:	Community Development
<input type="checkbox"/>	SPECIAL REPORTS	EXHIBIT(S):	Ordinance No. 2511
<input checked="" type="checkbox"/>	OTHER: Ordinance		TNC Comments

SUBJECT: ORDINANCE NO. 2511 - AMENDING THE CODE OF ORDINANCES.

REQUEST: SECOND READING OF ORDINANCE NO. 2511 – UPDATING THE VEHICLE FOR HIRE REQUIREMENTS.

SUMMARY:

The current process for review and approval of a Vehicle for Hire Permit (VHP) is to have an applicant submit the appropriate application and back up documentation, submit for a criminal background check, schedule to have the application reviewed by the Development Review Committee (DRC) and finally scheduled for review by the City Council. This process has caused difficulties and angst among the applicants which is inevitably directed toward administrative staff. This has increased with the popularity of Transportation Network Application companies such as Uber and Lyft. A review of the VHP process revealed that there were greater efficiencies that could be achieved if the process were administratively based. This would allow transportation service providers to receive their permits in approximately one week versus the current process which can take 1-2 months dependent upon the timing of the application submittal as it relates to DRC and City Council schedules.

Initially it was determined that a simple ordinance revision would be required to remove the DRC and City Council from the process. However as staff and the City Attorney reviewed the Chapter 86 of the Code of Ordinances it became evident that the code was so outdated that a complete revision was necessary. This is primarily based upon the fact that when the code was written, the only option available to hire a vehicle was through a taxi company. This has changed drastically based upon the advent of digitally based companies.

The City Attorney conducted a preliminary review of the current requirements to identify possible amendments to address the emerging technologies and practices in the provision of passenger transportation services. Based on this preliminary review, it was determined that the current chapter be repealed and replaced in its entirety.

Many of the vehicle for hire permitting requirements relate directly to ensuring public safety, including a satisfactory criminal background check, and proof of insurance. Such requirements are important for any type of vehicle for hire service, whether it is a traditional taxicab company or a network of independent contractors providing transportation services through a transportation network company.

The proposed ordinance is based upon models in Orlando and Tallahassee which have proven successful.

PUBLIC HEARING SCHEDULE:

- September 7, 2016 - City Council 1st Reading (1:30 pm)
- September 21, 2016 – City Council 2nd Reading (7:00 pm) – Postponed to October 5, 2016
- October 5, 2016 - City Council 2nd Reading (1:30 pm) – Postponed to November 2, 2016
- November 2, 2016 - City Council 2nd Reading (1:30 pm) – Postponed to December 7, 2016
- December 7, 2016 - City Council 2nd Reading (1:30 pm)

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

DULY ADVERTISED:

August 19, 2016 – Public Hearing Notice
September 9, 2016 – Ordinance Heading

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval of the amendment to the City of Apopka, Code of Ordinances, amending the City of Apopka, Code of Ordinances, Chapter 86 – Vehicle for Hire - vacating and deleting the provisions of chapter 86 of the city code as currently written, adopting new provisions in said chapter amending the permitting and regulation of taxicabs and creating regulations for transportation services and transportation network application companies and operators.

The **City Council**, at its meeting on September 7, 2016, accepted the First Reading of Ordinance No. 2511 and held it over for Second Reading and Adoption on September 21, 2016.

The **City Council**, at its meeting on September 21, 2016, postponed the Second Reading of Ordinance No. 2511 due to concerns expressed by the transportation network company, Lyft, and held it over for Second Reading and Adoption on October 5, 2016.

The **City Council**, at its meeting on October 5, 2016, postponed the Second Reading of Ordinance No. 2511; and held it over for Second Reading and Adoption on November 2, 2016 to allow the new Community Development Director time to acquaint himself with the amendment.

The **City Council**, at its meeting on November 2, 2016, postponed the Second Reading of Ordinance No. 2511; and held it over for Second Reading and Adoption on December 7, 2016 to allow the new Community Development Director to coordinate with the City Attorney to address the transportation network companies concerns.

Adopt Ordinance No. 2511.

Note: This item is considered legislative and establishes general policy. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

ORDINANCE NO. 2511

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, VACATING AND DELETING THE PROVISIONS OF CHAPTER 86 OF THE CITY CODE OF ORDINANCES AS CURRENTLY WRITTEN, ADOPTING NEW PROVISIONS IN SAID CHAPTER AMENDING THE PERMITTING AND REGULATION OF TAXICABS AND CREATING REGULATIONS FOR TRANSPORTATION SERVICES AND TRANSPORTATION NETWORK APPLICATION COMPANIES AND OPERATORS; AND PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Apopka believes that it is necessary and in the best interest of the City to update its regulations for vehicles for hire in recognition of changes and advances in modern business models of private automobile transportation.

LEGISLATIVE UNDERSCORING: Underlined words constitute additions to the City of Apopka Code of Ordinances, ~~strike through~~ constitutes deletions from the original, and asterisks (***) indicate an omission from the existing text which is intended to remain unchanged.

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

SECTION 1. The provisions of CHAPTER 86, VEHICLES FOR HIRE, shall be vacated and deleted in its entirety, and the following shall be adopted in their place. The provisions to be vacated and deleted are attached as Exhibit "A."

Chapter 86 - VEHICLES FOR HIRE

ARTICLE I. - IN GENERAL

Sec. 86-1. - 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:

Company means any person, association, corporation or other organization which operates or intends to engage in the business of operating vehicles for hire or operate as a TNC.

Conviction means the conviction by a court including an adjudication of guilt on a plea of guilty or nolo contendere or the forfeiture of a bond when charged with a crime.

Digital platform means any online or smartphone enabled application that allows passengers to request transportation network vehicle services.

Digital credential means the permission or access given to a driver to operate on a company's digital platform.

Driver means an individual permitted to drive a vehicle for hire.

Fees mean nonrefundable payments required in this chapter.

Limousine means a specialized vehicle not equipped with a taximeter and for hire only by prearrangement at a rate charged per hour, or fixed in advance, and provided also that each such vehicle for hire is: (1) chauffeured, (2) a luxury class passenger vehicle built or modified for the purpose of a limousine as defined and recognized by the limousine industry; and (3) operated on a reserved, hourly

basis for a continuous period. A vehicle which is held out to be a limousine or which has an appearance deceptively similar to a limousine is a limousine for the purposes of this chapter.

Narcotic drugs, barbituric acid derivatives and central nervous system stimulants. The term "narcotic drugs" as used in this chapter shall mean coca leaves, opium, cannabis, marijuana, isonipocaine and every synthetic substance known to have narcotic action. The term "barbituric acid derivative" means each of the salts and derivatives of barbituric acid, also known as malonyl urea, and derivatives, compounds, mixtures or preparations thereof. "Barbiturate" or "barbiturates" shall include all hypnotic or somnifacient drugs, whether or not derivatives of barbituric acids. The term "central nervous system stimulants" means amphetamine and desocycophedrine, and any derivative, compounds, mixture or preparation thereof.

Permit means the authority granted to companies to operate, or persons who qualify to drive, vehicles for hire.

Revocation means the rescinding of a permit. A person or entity whose permit is revoked shall not be entitled to reinstatement or an opportunity to reapply for such permit for a period of two years except as provided in subsection 86-61(5).

Shuttle bus means a vehicle with a capacity of at least eight persons, including the driver, that is operated on a fixed route, or owner and operated directly by a motel or hotel and limited to registered guests thereof.

Suspension means the temporary rescinding of a permit or license. The suspension may be for a time certain or indefinite pending compliance with the terms of this chapter.

Taxicab means a vehicle for hire with a capacity of not more than eight persons, including the driver, equipped with a taximeter operated under a company and vehicle permit required by this article, which is routed under the direction of the person hiring the vehicle.

Taximeter means an instrument or device attached to a vehicle and designed to measure mechanically or electronically the distance traveled by such vehicle, to record the times such vehicle travels or is in waiting, and to indicate the fare to be obtained.

Transportation service means a vehicle for hire with a capacity of not more than eight persons, including the driver, which is not equipped with a taximeter, which charges passengers a fare generally based on a flat fee, and does not operate over a fixed or defined route but routed under the direction of the person hiring the vehicle.

Transportation network application company ("TNC company") means any company operating in the city that uses a digital network or software application to connect a passenger to transportation network services provided by a transportation network operator.

Transportation network operator means any driver or operator who operates a personal vehicle that utilizes any digital platform to arrange transportation of a passenger between points chosen by the passenger and that is in connection with a digital platform controlled by a TNC company.

Transportation network service means the provision of transportation by a transportation network operator to a rider, beginning when the transportation network operator accepts a ride requested through a digital platform controlled by a TNC company, continuing while the transportation network operator transports a requesting rider, and ending when the last requesting rider departs from the personal vehicle.

Use of narcotic drugs. The word "use" as employed in this chapter in relation to the drugs described in this chapter shall apply to any person who uses one or more of the narcotic drugs or barbituric acid derivatives or central nervous system stimulants as defined this section to any extent, with or without medical need or authority or prescription.

Vehicle for hire means any vehicle, whether owned by the driver or company, that is operated by a taxicab driver, transportation service driver, transportation network operator, any other motor vehicle

with driver transporting passengers for a fare, fee, or other charge in the city. The term vehicle for hire, by definition, excludes:

- (1) School, church, college or university buses;
- (2) Sightseeing cars and buses;
- (3) Ambulances;
- (4) Funeral home vehicles;
- (5) Interstate buses;
- (6) Limousines;
- (7) Shuttle buses.

Vehicle for hire administrator means the City Administrator or his/her designee.

ARTICLE II. - COMPANY PERMIT

Sec. 86-31. - Application; contents.

- (a) No taxicab company, transportation service, or TNC company shall operate or engage in the business of operating vehicles for hire or operating a TNC within the city without having first obtained a company permit from the vehicle for hire administrator or designee. An application shall be submitted on forms furnished by the vehicles for hire administrator or designee containing appropriate information which is reasonably related to the business of operating vehicles for hire.
- (b) In order to secure or renew a company permit, the company applicant shall file an application with the vehicles for hire administrator or designee, and such application shall be verified under oath and shall furnish the following information:
 - (1) The name and address of the company. If the company is a corporation or partnership, the name and address of all officers, shareholders, partners or any principals or owners with an interest greater than twenty percent of the company must be listed.
 - (2) The color scheme and insignia to be used to designate the vehicles of any taxicab company.
 - (3) No company permit shall be granted to a taxicab company operating less than five vehicles. The vehicles must be currently operating, licensed, and inspected as required by this chapter. Each vehicle must conform to the United States Department of Transportation (USDOT) maximum passenger standards allowed for the vehicle to operate.
 - (4) Proof of proper amount of insurance coverage as provided in section 86-93, with the insurance coverage being filed with vehicle for hire administrator and approved by the City.
 - (5) Such other information as the vehicle for hire administrator may require.
- (c) Payment of an annual company permit fee of \$250.00.

Sec. 86-32. - Maintaining a company permit.

- (a) In order to maintain a company permit to operate or engage in the business of operating vehicles for hire or operating a TNC, the company must:
 - (1) Obtain and hold a current business tax receipt from the city as required by chapter 74, if applicable.
 - (2) Maintain a telephone number that is monitored 24 hours a day for emergency contact by the vehicle for hire administrator or designee or law enforcement, and an e-mail address for citizen complaints or concerns.

- (3) Maintain the name, home address, and telephone number of each driver affiliated with the company.
- (4) Maintain a log listing the year, make, model, license plate number of all vehicles in the company's fleet or that operate on a company's platform.
- (5) Maintain proper amount of insurance as provided in section 86-93.
- (6) Maintain records available for inspection, upon request by the vehicle for hire administrator or designee, pursuant to a complaint received or if the vehicle for hire administrator has a reasonable basis to suspect that a company or driver is violating the requirements of this chapter. The records shall include, but not be limited to, records pertaining to permitted/certified drivers, vehicle inspection records, daily logs, and that the maximum rate charged in compliance with section 86-95. Unless otherwise agreed to by the company and the vehicle for hire administrator, such records shall be made available for inspection to the vehicle for hire administrator at a permit holder's place of business or a mutually agreed location in the city.
- (7) Each company shall implement a zero-tolerance policy on the use of drugs or alcohol applicable to all drivers, and provide notice of the policy to all company drivers and to the public through its website, if applicable. In addition, the company shall provide notice to the public on the procedure for reporting a driver the passenger reasonably suspects was under the influence of drugs or alcohol during the course of the ride. The company shall cooperate with the vehicle for hire administrator or designee during the pendency of the investigation pursuant to subsection 86-63(b)(3).
- (8) The vehicle for hire administrator or police chief is authorized to conduct annual audits of any company authorized to operate under this chapter. The company shall provide to the vehicle for hire administrator, on request, up to 250 unique identification numbers, each of which has been assigned to an individual driver affiliated with the company. The vehicle for hire administrator may send to the company a list of up to ten driver identification numbers and request copies of records held by the company for those ten drivers. Within five business days of receiving a request seeking records, the company shall make available to the vehicle for hire administrator at a company's place of business or a mutually agreed setting in the city, records to verify that the company has properly screened drivers in accordance with section 86-61; provided, that the company may redact any records it provides access to in order to protect the privacy and identifying information of the driver.

Sec. 86-33. - Revocation or suspension of a company permit; grounds; right of appeal.

- (a) *Revocation or suspension of company permit; grounds.* Upon a finding of due cause, as defined in subsection (b) of this section, the vehicle for hire administrator or designee shall have the authority to revoke or suspend any company permit which has been granted or which may hereinafter be granted by the city. Prior to suspension or revocation, the company shall be served notice by certified mail or hand delivery of the proposed action to be taken and shall have an opportunity to present to the vehicle for hire administrator or designee evidence as to why the company permit should not be revoked or suspended.
- (b) *Causes for revocation or suspension.* Due cause for revocation or suspension of a company permit shall include but shall not be limited to the following:
 - (1) The failure of the company to maintain any of the general qualifications applicable to the initial granting of the company permit as set forth in section 86-31 or maintaining a company permit as set forth in section 86-32.
 - (2) Obtaining a company permit by providing false information.

- (3) Conviction by a court of competent jurisdiction of any shareholder, officer, partner, member, principal or owner of any corporation, partnership, firm or association holding a five percent interest or more in the entity, of any of the following: criminal homicide, rape, sexual battery, aggravated battery, burglary, aggravated assault, kidnapping, robbery, child molestation, lewd and lascivious acts, armed trespassing, carrying a concealed firearm, criminal solicitation to commit any of the above, criminal attempt to commit any of the above, or possession, sale or distribution of narcotic drugs, barbituric acid derivatives and/or central nervous system stimulants if such violation or violations are related to operation of the company, or violation of any ordinance of the city governing the conduct of a company.
 - (4) Allowing any person to operate a company's designated vehicle for hire, or operate on the company's digital platform, without an active driver permit or credential, or when said person's permit or credential has been suspended or revoked because of a positive drug test pursuant to section 86-63.
- (c) *Right of appeal.* Any company whose permit is revoked or suspended by the vehicle for hire administrator or designee may appeal such decision to the City Council. Such appeal shall be taken by filing written notice thereof, in duplicate, with the city administrator's office within five days after the decision of the vehicles for hire administrator or designee. The notice of the appeal shall contain the grounds for the appeal and shall contain information that either the finding is contrary to the law or is not supported by competent substantial evidence. The vehicle for hire administrator or designee shall forthwith transmit copies of the appeal to the City Council along with all papers constituting the record upon which the action appealed from is based. The filing of a notice of appeal will not delay the effectiveness of any suspension or revocation.

ARTICLE III. - VEHICLE FOR HIRE DRIVERS

Sec. 86-60. - Prohibition against unauthorized operation.

- (a) It shall be unlawful for any person to drive or operate on behalf of a taxicab company, transportation service, or other vehicle for hire for the transportation of passengers within the city, or on a TNC's digital platform, or to cause or permit any other person to drive or operate a vehicle for hire:
 - (1) Without first obtaining a written permit for the operation of a motor vehicle for hire from the vehicle for hire administrator or designee;
 - (2) Without having been certified to operate a motor vehicle for hire on behalf of a company or on the company's digital platform; or
 - (3) When the company permit has previously been revoked pursuant to section 86-33.
- (b) Any person found to have violated this section shall be punished by the following:
 - (1) A fine \$150.00 for the first citation;
 - (2) A fine of \$250.00 for the second citation; and
 - (3) A fine of \$500.00 for the third or subsequent citation.

Sec. 86-61. - Application for driver's permit.

- (a) In order to secure a driver permit or to obtain certification from a company, an applicant must:
 - (1) Be at least 18 years of age;
 - (2) Possess a valid state driver's license;
 - (3) For a period of three years prior to the date of application not have been convicted of:
 - a. Driving under the influence of intoxicating beverages or drugs; or

- b. Violation of any ordinance or law, other than minor traffic offenses, in connection with the operation of a motor vehicle.
- (4) For a period of three years prior to the date of application not have more than three moving violations;
- (5) Not have been convicted within the seven years previous to the date of application for the violation of any of the following criminal offenses of the state or any other state or of the United States: aggravated battery, burglary, aggravated assault, kidnapping, robbery, lewd and lascivious acts, armed trespassing, carrying a concealed firearm, criminal solicitation to commit any of the above, criminal attempt to commit any of the offenses listed in this subsection, or been convicted within the last seven years of any felony in the commission of which a motor vehicle was used, perjury or false swearing in making any statement under oath in connection with application for a driver's permit, any felony involving theft, or possession, sale or distribution of narcotic drugs, barbituric acid derivative and/or central nervous system stimulants. Applicants who have been convicted or served any time, probation, or parole for a criminal offense of homicide, rape, sexual battery, or child molestation must have their complete criminal history reviewed and approved by the vehicle for hire administrator;
- (6) Be able to communicate in the English language.
- (b) An applicant may apply for a permit or credential by completing a form provided by the vehicle for hire administrator establishing that the applicant meets the requirements of subsection.
- (c) Upon approval by the vehicle for hire administrator or designee, or certification by the taxicab company, transportation service, or TNC company, the driver shall be issued:
 - (1) A permit from the vehicle for hire administrator or designee; or
 - (2) Credentials from the taxicab company, transportation service, or TNC company, which may be digital credentials, indicating that the driver was certified by the company, and the credential shall include the following information:
 - a. The name or logo of the company;
 - b. The name of the driver;
 - c. The license plate number associated with the vehicle that the driver has been authorized to use.
 - (3) The driver shall display the permit or credential in a manner that it is visible to the passengers of the vehicle while the vehicle is operating, or make available at a minimum the driver's first name, photograph, and make, model, and license plate number to the passenger through the company's digital platform. The driver shall present the permit or credential upon request to a law enforcement officer, the vehicle for hire administrator or designee, or designated airport personnel upon request. If the driver maintains a digital credential, upon a traffic stop, a driver shall provide law enforcement with access to a device containing the information required to be maintained as part of the driver's digital credential and an electronic record sufficient to establish that the trip in question was prearranged through a digital platform.
- (d) An applicant must pay an annual driver application fee of \$100.00.

Sec. 86-62. - Maintaining driver's permit.

In order to maintain a valid permit or credential to drive a taxicab, transportation service, or other vehicle for hire, a driver must:

- (1) Wear proper dress while operating a vehicle for hire.
- (2) Maintain a neat appearance.

- (3) Not smoke while carrying passengers.
- (4) Maintain a log upon which are recorded all trips made each day, showing time and place of origin and destination of each trip and amount of fare. Such logs must be maintained by the company or the vehicle owner, if not maintained by the driver, and shall be made available to the vehicle for hire administrator or designee for a compliance inquiry if the administrator has a reasonable basis to suspect that a company or driver is violating the requirements of this chapter.
- (5) Renew his driver's permit or credential during the month of the driver's permit or credential expiration date.
- (6) Wear a seatbelt at all times while operating a vehicle for hire or providing transportation network services.

Sec. 86-63. - Revocation or suspension of driver's permits; grounds; right of appeal.

- (a) *Revocation or suspension of driver's permits or credential.* Upon a finding of due cause, as defined in subsection (b) of this section, the vehicle for hire administrator or designee shall have the authority to revoke or suspend any driver's permit or credential which has been issued or which may hereinafter be issued by the city. Before a driver's permit or credential shall be denied, suspended or revoked, notice of intention thereof shall be served upon the driver either by registered mail or personal service; however, such notice shall not be necessary for a denial of an original permit or credential. However, any such applicant or driver shall be given an opportunity to be heard by the vehicle for hire administrator or designee.
- (b) *Causes for revocation or suspension.* Due cause for revocation or suspension of a driver's permit or credential shall include but shall not be limited to the following:
 - (1) The failure of the driver to maintain any and all of the general qualifications as applicable to the initial issuance of a permit as set forth in section 86-61;
 - (2) Obtaining a permit or credential by providing false information;
 - (3) Violation by a driver of any of the following offenses:
 - a. Driving under the influence of intoxicating beverages or drugs. A driver shall be required to submit to a drug and/or alcohol test at the request of the vehicle for hire administrator or designee:
 - b. Where reasonable suspicion exists that a driver is abusing alcohol or misusing prescription drugs or controlled substances; or
 - c. Where a driver has been involved in a crash with serious injury or serious property damage while operating a vehicle for hire or providing transportation network services. "Serious injury" is defined as a physical condition that creates a substantial risk of death, serious personal disfigurement, or protracted loss or impairment of the function of any bodily member or organ. "Serious property damage" is defined as one or more of the motor vehicles involved in the crash is "totaled", or one or more of the vehicles sustains significant disabling damage to public and/or private property which equals or exceeds an apparent damage of \$5,000.00 or more as estimated by the law enforcement officer who conducts the investigation at the scene of the traffic crash; or
 - d. Refusing or failing to submit to a drug test at the request of the vehicle for hire administrator or designee shall be due cause for revocation of the driver's permit or credential with no reapplication for one year. Failing a drug or alcohol test shall be due cause for revocation of the driver's permit or credential with no reapplication for one year.
 - e. Criminal homicide, rape, sexual battery, aggravated battery, burglary, aggravated assault, kidnapping, robbery, child molestation, lewd and lascivious acts, armed trespassing,

carrying a concealed firearm, criminal solicitation to commit any of the above, criminal attempt to commit any of the above, or possession, sale or distribution of narcotic drugs, barbituric acid derivatives and/or central nervous system stimulants, violation of any ordinance of the city governing the conduct of drivers of a vehicle for hire.

- (4) Charging a fare contrary to any fares established and approved by the city commission pursuant to section 86-95;
- (5) Violation of any ordinances or law, other than minor traffic offenses, in connection with the operation of a taxicab, transportation service, TNC company, or other vehicle for hire;
- (6) Whenever it shall appear that a driver has disorders characterized by lapses of consciousness or other mental or physical disabilities affecting his or her ability to drive safely;
- (7) Accumulating nine or more points within a six-month period as outlined in F.S. § 322.27(3)d.
- (8) Violating the requirements of section 86-96.

Sec. 86-64. - Duration of driver permit.

Each driver permit or credential issued pursuant to section 86-61 above shall be valid for one year from the date of issuance.

ARTICLE IV. - VEHICLES FOR HIRE

Sec. 86-91. - Identifying signs, monograms and insignias.

(a) Taxicabs.

Each taxicab shall be readily identifiable as a taxicab and shall bear on the outside of each rear or front door, in letters not less than two inches in height, the name of the person or corporation to whom the franchise is issued. Each such taxicab shall also be numbered consecutively, with such numbers being placed conspicuously on each vehicle, with such numerals being not less than four and one-half inches nor more than six inches in height.

(b) Transportation services.

- (1) Each vehicle operated by a transportation service shall be readily identifiable as a transportation service and shall bear on the outside of each rear or front door, in letters not less than two inches in height, the name of the person or corporation to whom the vehicle is owned or operated by.
- (2) No transportation service shall have any insignia or sign that identifies itself as a "taxi" or "cab" or otherwise gives the impression that it is a taxicab.

(c) Transportation network application (TNC) company/transportation network operator.

- (1) Each vehicle operated by a TNC company or transportation network operator shall display a consistent signage or emblem on the transportation network operator's personal vehicle at all times while the transportation network operator is active on the TNC company's network. The signage or emblem shall be sufficiently large or color-contrasted to be readable during daylight hours from a distance of 50 feet, reflective, illuminated, or otherwise visible in darkness, and capable of sufficiently identifying a personal vehicle as being associated with the TNC company.
- (2) No transportation network operator vehicle shall have any insignia or sign that identifies itself as a "taxi" or "cab" or otherwise gives the impression that it is a taxicab, or otherwise give the impression that the operator is available to solicit passengers other than through the digital platform.
- (3) No transportation network operator vehicle shall place any type or form of light device or other device on the roof, commonly known as a top light or top hat, whether or not permanently or temporarily affixed to the vehicle, or have within the interior of the vehicle.

Sec. 86-92. - Taximeter.

- (a) All taxicabs operated under the authority of this chapter shall be equipped with taximeters fastened in a manner so that the face thereof shall be visible and readable to passengers at all times both day and night. The face of the taximeter shall be set so that it will register and compute on a mileage basis while such taxicab is moving and on a time basis while such taxicab is standing and while the service is being rendered the fare to be charged. Such taximeter shall be operated mechanically by a mechanism of standard design and construction, driven either from the transmission or from one of the front wheels by a flexible and permanently attached driving mechanism.
- (b) No vehicle for hire other than a taxicab is authorized to install or be equipped with a taximeter.

Sec. 86-93. - Liability insurance required.

No vehicle for hire shall be placed in service unless such vehicle is in compliance with Florida law for liability insurance purposes. Proof of such insurance coverage, which may be provided on a blanket basis, shall be filed annually with and approved by the vehicle for hire administrator or designee for the carrying of passengers.

Sec. 86-94. - Seat belts required.

All vehicles for hire covered by this chapter shall be equipped with operational seat belts for each passenger.

Sec. 86-95. - Authority of city commission to establish rates and charges; displaying rate cards.

- (a) Taxicabs.
 - (1) The city commission may by ordinance establish maximum rates and charges for the transportation of persons and their baggage within the corporate limits of the city and suburban territory adjacent thereto. Any ordinance establishing rates as provided by this section shall become effective 24 hours after its adoption.
 - (2) Every taxicab operating under this chapter shall have posted in a conspicuous place therein a schedule of rates for the transportation of person within the corporate limits of the city, and no charges shall be made in excess of the rates so posted.
 - (3) There is hereby established a schedule of the maximum rates which can be charged by all taxicab drivers operating taxicabs within the city. A taximeter may be set so that it will register and compute on a mileage or other basis at less than the maximum rates set forth in this section.
- (b) Transportation service.
 - (1) All fares as agreed to between any transportation service operator and any passenger must be agreed upon prior to leaving the point of origin. No transportation service operator may increase the agreed upon fare after leaving the point of origin.
 - (2) No transportation service shall be authorized to charge for wait time, or to charge any other rates or fees except for mileage.
 - (3) Every transportation service vehicle shall have cards displayed visibly from the outside of the vehicle on the passenger side and on the inside of the right rear window at the eye level of a seated passenger that state the following: "RATE OF TRANSPORT IS BY FLAT FEE ONLY".
- (c) Transportation network application (TNC) company or transportation network operator.
 - (1) All TNC companies shall disclose the fare calculation method, the applicable rates being charged, and the option for an estimated fare to a passenger before the passenger arranges or books a trip with the transportation network application company or transportation network operator.

- (2) Upon completion of the trip, a TNC company shall transmit an electronic receipt to the passenger's e-mail or mobile application that lists the: origin and destination of the trip; the total time and distance of the trip; and a breakdown of the total fare paid, if any.

Sec. 86-96. - Miscellaneous regulations and other penalties.

- (a) It shall be unlawful for any driver or operator of a vehicle for hire to drive or operate or be on duty or on call for the operation of a vehicle for hire for more than 12 hours within any 24-hour period.
- (b) A driver shall take the most direct route to a passenger's destination unless otherwise authorized or directed by the passenger.
- (c) No driver shall refuse to accept a passenger unless the passenger is obviously disorderly, dangerous, or otherwise a threat to the safety or welfare of the driver.
- (d) It shall be unlawful for the driver operating in the city to permit any person to accompany or use such vehicle for hire for the purpose of prostitution, or to direct, take or transport any other person with knowledge or reasonable cause to believe that the purpose of such directing, taking or transporting is for the purpose of prostitution.
- (e) No vehicle for hire shall be permitted to carry nonpaying passengers while transporting a paying passenger or passengers except for the purpose of driver training.
- (f) No vehicle for hire shall solicit or carry a paying passenger while in the process of carrying another paying passenger except when requested to do so by the latter passenger.
- (g) Transportation network operators shall exclusively accept passengers booked through a transportation network company's digital platform, and shall not solicit or accept street-hails.
- (h) No TNC company may provide personal information about a passenger to a transportation network operator, including a passenger's full name, e-mail address, or telephone number.

Sec. 86-97. - Enforcement.

The city police department and the vehicles for hire administrator shall be authorized to enforce the regulations contained in this chapter, including the promulgation of rules consistent with this chapter and the setting of fees.

SECTION 2. CODIFICATION. 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. CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. 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 5. 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: September 7, 2016

READ SECOND TIME
AND ADOPTED: December 7, 2016

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: August 9, 2016
September 19, 2016

EXHIBIT "A"

~~Sec. 86-39. Liability insurance.~~

- ~~(a) It shall be unlawful for the owner, operator, driver or chauffeur of any taxicab to drive or operate the taxicab or to permit the taxicab to be driven or operated upon the public streets, unless such owner, operator, driver or chauffeur shall have first procured and filed with the city clerk a liability insurance policy issued by a good and responsible surety company, which insurance company or surety company must have authority to do business as such in the state and must be acceptable to and approved by the city council. The amount of liability insurance or surety bond for each taxicab shall be the minimum required by the state for liability insurance, or, if liability insurance is not required by state law, the minimum financial responsibility requirements of the Financial Responsibility Law, F.S. ch. 324.~~
- ~~(b) Such policy of insurance or surety bond may be in the form of a separate policy or separate surety bond for each taxicab, or may be in the form of a fleet policy covering all taxicabs operated by such owner, operator, driver or chauffeur, in which latter event such policy of insurance or surety bond shall provide the same liability for each taxicab operated in service as specified in subsection (a) of this section. Every taxicab hired in service shall have conspicuously displayed therein or thereon some sign evidencing the fact that the provisions of this section have been complied with, with the form thereof to be prescribed by the chief of police.~~
- ~~(c) No policy of insurance or surety bond as provided for in this section shall be cancelled until the expiration of five days after notice of intended cancellation thereof has been given in writing to the city clerk by registered mail or personal delivery of such notice, and a provision therefor shall be embodied in the policy or surety bond.~~

~~Sec. 86-40. Use of streets for transacting business.~~

~~Except as provided in this article, no taxicab shall occupy space on the streets for the transaction of business other than the picking up of passengers. All places of business of taxicabs shall be maintained off the streets.~~

~~Sec. 86-41. Use of improper vehicles.~~

~~It shall be unlawful for any person to operate or drive, as a taxicab, in or upon any street, any motor-driven vehicle, unless the vehicle is a taxicab as defined in this article.~~

~~Sec. 86-42. Name of owner or operator to be displayed on vehicle.~~

~~It shall be unlawful for any taxicab to be driven upon the streets unless the name of the person either owning or operating such taxicab, or the trade name under which such taxicab is operated, is conspicuously painted on such taxicab in letters not less than two inches in height.~~

~~Sec. 86-43. Meters.~~

- ~~(a) All taxicabs shall be equipped with mechanical devices, commonly called taxicab meters, for registering the fare to be charged.~~

- ~~(b) Every meter in use shall be placed in such taxicabs at a location that will be plainly visible at all times to the occupants of such taxicabs. Between the hours of sunset and sunrise, the dial of the meter shall be illuminated whenever it is in use.~~
- ~~(c) Whenever a taxicab is not in service, the meter shall show no fare and the flag shall be in the upright position. When a taxicab is in service, the flag or indicator on the meter shall be lowered and the meter shall be in the calculating position.~~
- ~~(d) Upon the completion of service by a taxicab, the flag or indicator on the meter shall be raised and the meter shall be returned to the noncalculating position and its dials cleared.~~
- ~~(e) It shall be unlawful for the operator or driver of any taxicab to operate the taxicab on the streets of the city with any occupant in such taxicab other than the driver when the flag or indicator on the taxicab meter is upright and in the noncalculating position, except when operating on an hourly or trip rate.~~
- ~~(f) When the hourly rate or the special trip rate is used, an appropriate sign indicating that the cab is on a trip or hourly rate shall be exhibited.~~
- ~~(g) It shall be the duty of the person owning and operating taxicabs to have the meter in good working condition and operating accurately as to the registration of mileage and fare. Such meters shall be sealed in a manner that will prevent any person from tampering with or changing the adjustment of the meter. It shall be unlawful for any person to tamper with or change the adjustment of a meter, except the owner operating the taxicab to which such meter is affixed, or a person duly designated by the owner, or a meter mechanic.~~
- ~~(h) It shall be unlawful for any person owning and operating taxicabs with meters affixed thereto to permit the taxicabs to be operated on the streets of the city when such meters do not accurately register the mileage and the rate as set forth by the ordinances of the city. All meters shall be subject to inspection and test by any police officer at all times when cabs are not carrying passengers.~~

~~Sec. 86-44. Rates and charges.~~

- ~~(a) *Posting.* Each taxicab shall have posted in a conspicuous place therein a schedule of rates for the transportation of persons within the corporate limits of the city, and no charges shall be made in excess of the rates so posted.~~
- ~~(b) *Determination.* All rate charges or fees for the use of taxicabs using meters shall be determined by a meter rate, hourly rate or special trip rate and by no other method. All charges are for the exclusive use of the taxicab, and shall apply regardless of the number of passengers transported.~~

~~Sec. 86-45. Fare receipts; right to demand payment of fare in advance.~~

~~If demanded by the passenger, the driver in charge of a taxicab shall deliver to the person paying for the hiring of the taxicab, at the time of such payment, a receipt therefor in legible writing, containing the name of the owner and the city license or permit number, showing upon such receipt all items for which a charge is made, the total amount paid and the date of payment. Every driver of any such taxicab shall have the right to demand payment of the legal fare in advance, and may refuse employment unless so prepaid.~~

~~Sec. 86-46. Soliciting passengers near intersection.~~

~~It shall be unlawful for any person owning or operating one or more vehicles for hire in the city to operate such motor vehicles over and upon the streets of the city for the purpose of soliciting patronage, picking up passengers or delivering passengers at any point within 100 feet of any intersecting street corner along such street. It is the purpose and intent of this section to prohibit such practice within 100 feet in all directions from such intersections. Such distance in all cases shall be measured from the center of the intersection. Nothing in this subsection shall be construed as prohibiting the driver of any taxicab or vehicle operated for hire from responding to any specific request for passage from any person seeking the services offered by such taxi or motor vehicle or from stopping at any point within the city for the purpose of delivering a passenger who has been picked up at any part of the city in a manner not prohibited by law. This section shall not apply to any buses or motor vehicles owned or operated by any bus or transit company under an exclusive franchise from the city.~~

~~Sec. 86-47. — Soliciting passengers by preceding or following scheduled bus.~~

~~It shall be unlawful for any person operating motor vehicles for hire in the city to operate such motor vehicle over and upon the streets of the city for the purpose of soliciting the patronage of passengers by immediately preceding or following any duly scheduled bus or motor vehicle operated for such purpose by any bus or transit company under an exclusive franchise from the city along the streets of the city. Nothing contained in this section shall be construed as prohibiting the driver of any duly licensed taxi from responding to any specific request for passage from any patron seeking the services offered by such duly licensed taxi.~~

~~Sec. 86-48. — Smoking by driver.~~

~~It shall be unlawful for any driver, operator or chauffeur of any taxicab to smoke while the taxicab is occupied by a passenger.~~

~~Sec. 86-49. — Use for immoral purposes.~~

~~It shall be unlawful for the driver of a taxicab to permit any person to accompany or use such taxicab for the purpose of prostitution, lewdness or assignation, or to direct, take or transport, or to offer or agree to direct, take or transport, any other person, with knowledge or reasonable cause to believe that the purpose of such directing, taking or transporting is for the purpose of prostitution, lewdness or assignation.~~

~~Sec. 86-50. — Display of political advertisements.~~

~~It shall be unlawful for any person licensed by the city to operate or drive a taxicab upon any street within the city with a political ad displayed for anyone seeking public office at any time.~~

~~DIVISION 2. — BUSINESS PERMIT~~

~~Sec. 86-66. — Required.~~

~~It shall be unlawful to operate or cause to be operated any taxicab business unless a permit for the operation thereof shall have been first issued by the city council in the manner provided in this division.~~

~~Sec. 86-67. — Application and investigation.~~

~~(a) — An application for the permit required by this division shall be made in writing to the city council. Such application shall set forth the name, residence address, and address of place of business of the applicant and the kind, make and model of the vehicle to be used in the business. If the applicant is~~

~~a copartnership, the application shall give the names and residence addresses of the copartners. If the application is a corporation, the application shall set forth the name of the corporation and the residence address of its officers and board of directors. The application shall set forth the trade name, if any, under which the applicant does or proposes to do business.~~

~~(b) Upon the filing of an application, the city clerk shall make an investigation, including any hearing deemed necessary, as to each application for a permit for the operation of taxicabs. In determining whether a permit shall be issued, the city council shall investigate the fitness of the applicant to engage in the business of operating taxicabs and the fitness of the equipment to be used, and shall also consider and determine whether the demands of public convenience, necessity and safety justify the issuance of such permit.~~

~~Sec. 86-68. — Issuance or denial.~~

~~If the city council finds favorably to the applicant and decides to grant a permit for the operation of taxicabs, a permit as provided in this division shall be issued to the applicant. If the city council finds against the applicant and decides that the public convenience, necessity and safety do not justify the issuance of such permit or that the applicant is not fit to conduct the taxicab business or the equipment is not fit for such business, then no permit shall be issued, and notice of the action of the city council shall be given to the applicant, setting forth the reason for the refusal of such permit.~~

~~Sec. 86-69. — Occupational license required.~~

~~Prior to the issuance of a permit for the operation of taxicabs, the applicant shall obtain an occupational license.~~

~~Sec. 86-70. — Transfer.~~

~~A permit for the operation of taxicabs shall not be transferable, except upon application to and consent of the city council.~~

~~Sec. 86-71. — Suspension or revocation.~~

~~Whenever any person engaged in the taxicab business is found to be in violation of the provisions of this article or the traffic ordinances of the city or of any of the laws of the state, the city council may, upon complaint or upon its own motion, issue an order to such person to appear at a fixed time and place for investigation. If the city council is satisfied, after such hearing, that such person is guilty of the violations charged, it may, in its discretion, suspend for a fixed period or revoke entirely the permit issued to such person.~~

~~DIVISION 3. — DRIVER'S PERMIT~~

~~Sec. 86-91. — Required.~~

~~No person shall operate or drive a taxicab upon any street unless he has obtained a permit pursuant to the provisions of this division.~~

~~Sec. 86-92. — Application and investigation.~~

~~Any person having resided continuously in the state for not less than six months immediately preceding the making of application for a permit to operate a taxicab and being 18 years of age or over may make application to the city clerk for a permit to operate a taxicab. A verbal or written examination,~~

~~or both, may be given by the chief of police to each applicant to determine knowledge of city streets, locations and environs.~~

~~Sec. 86-93.— Issuance; contents.~~

~~It shall be the duty of the chief of police, if the applicant for a permit under this division is knowledgeable of the provisions of this article and of the traffic ordinance of the city, and the applicant pays the required fee and otherwise complies with this division for the initial year, to issue such person a written permit, which permit shall be signed by the city clerk and sealed with the corporate seal of the city, and shall bear the name, address, sex, age, signature, photograph and fingerprints of the applicant. The chief of police shall procure the fingerprints and a photograph of the applicant and shall keep the fingerprints and photograph on permanent file in his office. The fingerprints and photograph shall be voluntarily furnished by the applicant at the time of filing his application.~~

~~Sec. 86-94.— State commercial license required.~~

~~No person shall be issued a taxicab driver's permit unless he holds a commercial license issued by the state.~~

~~Sec. 86-95.— Alteration or destruction prohibited.~~

~~It shall be unlawful for any person holding a taxicab driver's permit to wilfully alter, deface, obliterate or destroy the permit, or to cause the permit to be defaced, obliterated or destroyed.~~

~~Sec. 86-96.— Display.~~

~~Every driver or operator of any taxicab operated shall have his driver's permit displayed in such taxicab in a conspicuous place so as to be easily observed by any person occupying such taxicab.~~

~~Sec. 86-97.— Suspension or revocation.~~

~~Whenever any operator or driver of a taxicab is found to be violating the provisions of this article, or the traffic ordinances of the city, or any of the laws of the state, the city council may, upon complaint or upon its own motion, issue an order to such operator or driver to appear at a fixed time and place for investigation. If the city council shall be satisfied after such hearing of the violation as charged, it may, in its discretion, suspend for a fixed period, or revoke entirely, the driver's permit issued.~~

~~Sec. 86-98.— Appeals.~~

~~Any person whose taxicab driver's permit is refused, suspended or revoked by the chief of police may appeal, by filing notice thereof with the city clerk within 30 days from the time of such refusal, revocation or suspension. Such appeal as filed shall not act as a supersedeas until such time as the city council shall take final action on such appeal.~~



September 21, 2016

Mayor Joe Kilsheimer
Commissioner Billie Dean
Commissioner Diane Velazquez
Commissioner Doug Bankson
Commissioner Kyle Becker
120 East Main Street, First Floor
Apopka, FL 32703

RE: LYFT TESTIMONY AND PROPOSED AMENDMENTS TO PROPOSED ORDINANCE 2511

Dear Mayor Kilsheimer and Commissioners,

Thank you for the opportunity to provide testimony on Proposed Ordinance 2511 for consideration by the full Council. We at Lyft believe in working collaboratively towards developing an appropriate regulatory framework to allow for the successful continuing operation of Lyft, other ridesharing platforms, and existing industry.

While Lyft supports many of the changes made to the City’s Vehicle for Hire Code in Proposed Ordinance 2511, Lyft believes that there are still ways in which the Proposed Ordinance should be improved. As such, we respectfully request the Council to consider delaying any action on Proposed Ordinance until the next full Council meeting.

While we appreciate the Council’s work in updating the City’s Vehicle for Hire Code, Lyft respectfully suggests that some areas of the Proposed Ordinance be reconsidered, and that the Council considers eliminating some of the burdens placed on individual drivers.

Please find attached our suggested amendments to Proposed Ordinance 2511, which we hope will be given fair consideration with an opportunity for both public and City Council input.

Thank you for your consideration.

Sincerely,

Timothy Alborg
Public Policy Manager

LYFT PROPOSED AMENDMENTS TO PROPOSED ORDINANCE 2511

ORDINANCE NO. 2511

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, VACATING AND DELETING THE PROVISIONS OF CHAPTER 86 OF THE CITY CODE OF ORDINANCES AS CURRENTLY WRITTEN, ADOPTING NEW PROVISIONS IN SAID CHAPTER AMENDING THE PERMITTING AND REGULATION OF TAXICABS AND CREATING REGULATIONS FOR TRANSPORTATION SERVICES AND TRANSPORTATION NETWORK APPLICATION COMPANIES AND OPERATORS; AND PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Apopka believes that it is necessary and in the best interest of the City to update its regulations for vehicles for hire in recognition of changes and advances in modern business models of private automobile transportation.

LEGISLATIVE UNDERSCORING: Underlined words constitute additions to the City of Apopka Code of Ordinances, ~~strikethrough~~ constitutes deletions from the original, and asterisks (***) indicate an omission from the existing text which is intended to remain unchanged.

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

SECTION 1. The provisions of CHAPTER 86, VEHICLES FOR HIRE, shall be vacated and deleted in its entirety, and the following shall be adopted in their place. The provisions to be vacated and deleted are attached as Exhibit "A."

Chapter 86 - VEHICLES FOR HIRE

ARTICLE I. - IN GENERAL

Sec. 86-1. - 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:

Company means any person, association, corporation or other organization which operates or intends to engage in the business of operating vehicles for hire or operate as a TNC.

Conviction means the conviction by a court including an adjudication of guilt on a plea of guilty or nolo contendere or the forfeiture of a bond when charged with a crime.

Digital platform means any online or smartphone enabled application that allows passengers to request transportation network vehicle services.

Digital credential means the permission or access given to a driver to operate on a company's digital platform.

Driver means an individual permitted to drive a vehicle for hire.

Fees mean nonrefundable payments required in this chapter.

Limousine means a specialized vehicle not equipped with a taximeter and for hire only by prearrangement at a rate charged per hour, or fixed in advance, and provided also that each such vehicle for hire is: (1) chauffeured, (2) a luxury class passenger vehicle built or modified for the purpose of a limousine as defined and recognized by the limousine industry; and (3) operated on a reserved, hourly

LYFT PROPOSED AMENDMENTS TO PROPOSED ORDINANCE 2511

ORDINANCE NO. 2511

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basis for a continuous period. A vehicle which is held out to be a limousine or which has an appearance deceptively similar to a limousine is a limousine for the purposes of this chapter.

Narcotic drugs, barbituric acid derivatives and central nervous system stimulants. The term "narcotic drugs" as used in this chapter shall mean coca leaves, opium, cannabis, marijuana, isonipecaine and every synthetic substance known to have narcotic action. The term "barbituric acid derivative" means each of the salts and derivatives of barbituric acid, also known as malonyl urea, and derivatives, compounds, mixtures or preparations thereof. "Barbiturate" or "barbiturates" shall include all hypnotic or somnifacient drugs, whether or not derivatives of barbituric acids. The term "central nervous system stimulants" means amphetamine and desocyphehdrine, and any derivative, compounds, mixture or preparation thereof.

Permit means the authority granted to companies to operate, or persons who qualify to drive, vehicles for hire.

Revocation means the rescinding of a permit. A person or entity whose permit is revoked shall not be entitled to reinstatement or an opportunity to reapply for such permit for a period of two years except as provided in subsection 86-61(5).

Shuttle bus means a vehicle with a capacity of at least eight persons, including the driver, that is operated on a fixed route, or owner and operated directly by a motel or hotel and limited to registered guests thereof.

Suspension means the temporary rescinding of a permit or license. The suspension may be for a time certain or indefinite pending compliance with the terms of this chapter.

Taxicab means a vehicle for hire with a capacity of not more than eight persons, including the driver, equipped with a taximeter operated under a company and vehicle permit required by this article, which is routed under the direction of the person hiring the vehicle.

Taximeter means an instrument or device attached to a vehicle and designed to measure mechanically or electronically the distance traveled by such vehicle, to record the times such vehicle travels or is in waiting, and to indicate the fare to be obtained.

Transportation service means a vehicle for hire with a capacity of not more than eight persons, including the driver, which is not equipped with a taximeter, which charges passengers a fare generally based on a flat fee, and does not operate over a fixed or defined route but routed under the direction of the person hiring the vehicle.

Transportation network application company ("TNC company") means any company operating in the city that uses a digital network or software application to connect a passenger to transportation network services provided by a transportation network operator.

Transportation network operator means any driver or operator who operates a personal vehicle that utilizes any digital platform to arrange transportation of a passenger between points chosen by the passenger and that is in connection with a digital platform controlled by a TNC company.

Transportation network service means the provision of transportation by a transportation network operator to a rider, beginning when the transportation network operator accepts a ride requested through a digital platform controlled by a TNC company, continuing while the transportation network operator transports a requesting rider, and ending when the last requesting rider departs from the personal vehicle.

Use of narcotic drugs. The word "use" as employed in this chapter in relation to the drugs described in this chapter shall apply to any person who uses one or more of the narcotic drugs or barbituric acid derivatives or central nervous system stimulants as defined this section to any extent, with or without medical need or authority or prescription.

Vehicle for hire means any vehicle, whether owned by the driver or company, that is operated by a taxicab driver, transportation service driver, transportation network operator, any other motor vehicle

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with driver transporting passengers for a fare, fee, or other charge in the city. The term vehicle for hire, by definition, excludes:

- (1) School, church, college or university buses;
- (2) Sightseeing cars and buses;
- (3) Ambulances;
- (4) Funeral home vehicles;
- (5) Interstate buses;
- (6) Limousines;
- (7) Shuttle buses.

Vehicle for hire administrator means the City Administrator or his/her designee.

ARTICLE II. - COMPANY PERMIT

Sec. 86-31. - Application; contents.

- (a) No taxicab company, transportation service, or TNC company shall operate or engage in the business of operating vehicles for hire or operating a TNC within the city without having first obtained a company permit from the vehicle for hire administrator or designee. An application shall be submitted on forms furnished by the vehicles for hire administrator or designee containing appropriate information which is reasonably related to the business of operating vehicles for hire.
- (b) In order to secure or renew a company permit, the company applicant shall file an application with the vehicles for hire administrator or designee, and such application shall be verified under oath and shall furnish the following information:
 - (1) The name and address of the company. If the company is a corporation or partnership, the name and address of all officers, shareholders, partners or any principals or owners with an interest greater than ~~five~~twenty percent of the company must be listed.
 - (2) The color scheme and insignia to be used to designate the vehicles of any taxicab company.
 - (3) No company permit shall be granted to a taxicab company operating less than five vehicles. The vehicles must be currently operating, licensed, and inspected as required by this chapter. Each vehicle must conform to the United States Department of Transportation (USDOT) maximum passenger standards allowed for the vehicle to operate.
 - (4) Proof of proper amount of insurance coverage as provided in section 86-93, with the insurance coverage being filed with vehicle for hire administrator and approved by the City.
 - (5) Such other information as the vehicle for hire administrator may require.
- (c) Payment of an annual company permit fee of \$250.00.

Sec. 86-32. - Maintaining a company permit.

- (a) In order to maintain a company permit to operate or engage in the business of operating vehicles for hire or operating a TNC, the company must:
 - (1) Obtain and hold a current business tax receipt from the city as required by chapter 74, if applicable.
 - (2) Maintain a telephone number that is monitored 24 hours a day for emergency contact by the vehicle for hire administrator or designee or law enforcement, and an e-mail address for citizen complaints or concerns.

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- (3) Maintain the name, home address, and telephone number of each driver affiliated with the company.
- (4) Maintain a log listing the year, make, model, license plate number ~~, and vehicle identification number (serial number) and ownership status~~ of all vehicles in the company's fleet or that operate on a company's platform.
- (5) Maintain proper amount of insurance as provided in section 86-93.
- (6) Maintain records available for inspection, upon request by the vehicle for hire administrator or designee, pursuant to a complaint ~~received or if the vehicle for hire administrator has a reasonable basis to suspect~~ that a company or driver is violating the requirements of this chapter. The records shall include, but not be limited to, records pertaining to permitted/certified drivers, vehicle inspection records, daily logs, and that the maximum rate charged in compliance with section 86-95. Unless otherwise agreed to by the company and the vehicle for hire administrator, such records shall be made available for inspection to the vehicle for hire administrator at a permit holder's place of business or a mutually agreed location in the city.
- (7) Each company shall implement a zero-tolerance policy on the use of drugs or alcohol applicable to all drivers, and provide notice of the policy to all company drivers and to the public through its website, if applicable. In addition, the company shall provide notice to the public on the procedure for reporting a driver the passenger reasonably suspects was under the influence of drugs or alcohol during the course of the ride. The company shall cooperate with the vehicle for hire administrator or designee during the pendency of the investigation pursuant to subsection 86-63(b)(3).
- (8) The vehicle for hire administrator or ~~police chief~~ is authorized to conduct annual audits of any company authorized to operate under this chapter. The company shall provide to the vehicle for hire administrator, on request, up to 250 unique identification numbers, each of which has been assigned to an individual driver affiliated with the company. The vehicle for hire administrator may send to the company a list of up to ten driver identification numbers and request copies of records held by the company for those ten drivers. Within five business days of receiving a request seeking records, the company shall make available to the vehicle for hire administrator at a company's place of business or a mutually agreed setting in the city, records to verify that the company has properly screened drivers in accordance with section 86-61; provided, that the company may redact any records it provides access to in order to protect the privacy and identifying information of the driver.

Sec. 86-33. - Revocation or suspension of a company permit; grounds; right of appeal.

- (a) *Revocation or suspension of company permit; grounds.* Upon a finding of due cause, as defined in subsection (b) of this section, the vehicle for hire administrator or designee shall have the authority to revoke or suspend any company permit which has been granted or which may hereinafter be granted by the city. Prior to suspension or revocation, the company shall be served notice by certified mail or hand delivery of the proposed action to be taken and shall have an opportunity to present to the vehicle for hire administrator or designee evidence as to why the company permit should not be revoked or suspended.
- (b) *Causes for revocation or suspension.* Due cause for revocation or suspension of a company permit shall include but shall not be limited to the following:
 - (1) The failure of the company to maintain any of the general qualifications applicable to the initial granting of the company permit as set forth in section 86-31 or maintaining a company permit as set forth in section 86-32.
 - (2) Obtaining a company permit by providing false information.

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- (3) Conviction by a court of competent jurisdiction of any shareholder, officer, partner, member, principal or owner of any corporation, partnership, firm or association holding a five percent interest or more in the entity, of any of the following: criminal homicide, rape, sexual battery, aggravated battery, burglary, aggravated assault, kidnapping, robbery, child molestation, lewd and lascivious acts, armed trespassing, carrying a concealed firearm, criminal solicitation to commit any of the above, criminal attempt to commit any of the above, or possession, sale or distribution of narcotic drugs, barbituric acid derivatives and/or central nervous system stimulants if such violation or violations are related to operation of the company, or violation of any ordinance of the city governing the conduct of a company.
- (4) Allowing any person to operate a company's designated vehicle for hire, or operate on the company's digital platform, without an active driver permit or credential, or when said person's permit or credential has been suspended or revoked because of a positive drug test pursuant to section 86-63.
- (c) *Right of appeal.* Any company whose permit is revoked or suspended by the vehicle for hire administrator or designee may appeal such decision to the City Council. Such appeal shall be taken by filing written notice thereof, in duplicate, with the city administrator's office within five days after the decision of the vehicles for hire administrator or designee. The notice of the appeal shall contain the grounds for the appeal and shall contain information that either the finding is contrary to the law or is not supported by competent substantial evidence. The vehicle for hire administrator or designee shall forthwith transmit copies of the appeal to the City Council along with all papers constituting the record upon which the action appealed from is based. The filing of a notice of appeal will not delay the effectiveness of any suspension or revocation.

ARTICLE III. - VEHICLE FOR HIRE DRIVERS

Sec. 86-60. - Prohibition against unauthorized operation.

- (a) It shall be unlawful for any person to drive or operate on behalf of a taxicab company, transportation service, or other vehicle for hire for the transportation of passengers within the city, or on a TNC's digital platform, or to cause or permit any other person to drive or operate a vehicle for hire:
 - (1) Without first obtaining a written permit for the operation of a motor vehicle for hire from the vehicle for hire administrator or designee;
 - (2) Without having been certified to operate a motor vehicle for hire on behalf of a company or on the company's digital platform; or
 - (3) When the company permit has previously been revoked pursuant to section 86-33.
- (b) Any person found to have violated this section shall be punished by the following:
 - (1) A fine \$150.00 for the first citation;
 - (2) A fine of \$250.00 for the second citation; and
 - (3) A fine of \$500.00 for the third or subsequent citation.

Sec. 86-61. - Application for driver's permit.

- (a) In order to secure a driver permit or to obtain certification from a company, an applicant must:
 - (1) Be at least 18 years of age;
 - (2) Possess a valid state driver's license;
 - (3) For a period of three years prior to the date of application not have been convicted of:
 - a. Driving under the influence of intoxicating beverages or drugs; or

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- b. Violation of any ordinance or law, other than minor traffic offenses, in connection with the operation of a motor vehicle.
- (4) For a period of three years prior to the date of application not have more than three moving violations;
- (5) Not have been convicted within the seven years previous to the date of application for the violation of any of the following criminal offenses of the state or any other state or of the United States: aggravated battery, burglary, aggravated assault, kidnapping, robbery, lewd and lascivious acts, armed trespassing, carrying a concealed firearm, criminal solicitation to commit any of the above, criminal attempt to commit any of the offenses listed in this subsection, or been convicted within the last seven years of any felony in the commission of which a motor vehicle was used, perjury or false swearing in making any statement under oath in connection with application for a driver's permit, any felony involving theft, or possession, sale or distribution of narcotic drugs, barbituric acid derivative and/or central nervous system stimulants. ~~Applicants who have been convicted or served any time, probation, or parole for a criminal offense of homicide, rape, sexual battery, or child molestation must have their complete criminal history reviewed and approved by the vehicle for hire administrator.~~
- ~~(d) Be able to communicate in the English language.~~
- ~~(b)~~ An applicant may apply for a permit or credential by completing a form provided by the vehicle for hire administrator establishing that the applicant meets the requirements of subsection.
- ~~(c)~~ Upon approval by the vehicle for hire administrator or designee, or certification by the taxicab company, transportation service, or TNC company, the driver shall be issued:
- (1) A permit from the vehicle for hire administrator or designee; or
- (2) Credentials from the taxicab company, transportation service, or TNC company, which may be digital credentials, indicating that the driver was certified by the company, and the credential shall include the following information:
- a. The name or logo of the company;
- b. The name of the driver;
- c. The license plate number associated with the vehicle that the driver has been authorized to use.
- (3) The driver shall display the permit or credential in a manner that it is visible to the passengers of the vehicle while the vehicle is operating, or make available at a minimum the driver's first name, photograph, and make, model, and license plate number to the passenger through the company's digital platform. The driver shall present the permit or credential upon request to a law enforcement officer, the vehicle for hire administrator or designee, or designated airport personnel upon request. If the driver maintains a digital credential, upon a traffic stop, a driver shall provide law enforcement with access to a device containing the information required to be maintained as part of the driver's digital credential and an electronic record sufficient to establish that the trip in question was prearranged through a digital platform.

~~An applicant must pay an annual driver application fee of \$100.00.~~

Sec. 86-62. - Maintaining driver's permit.

In order to maintain a valid permit or credential to drive a taxicab, transportation service, or other vehicle for hire, a driver must:

- (4) Wear proper dress while operating a vehicle for hire.
- (5) Maintain a neat appearance.

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- (6) Not smoke while carrying passengers.
- (7) Maintain a log upon which are recorded all trips made each day, showing time and place of origin and destination of each trip and amount of fare. Such logs must be maintained by the company or the vehicle owner, if not maintained by the driver, and shall be made available to the vehicle for hire administrator or designee for a compliance inquiry if the administrator has a reasonable basis to suspect that a company or driver is violating the requirements of this chapter.
- (8) Renew his driver's permit or credential during the month of the driver's permit or credential expiration date.
- (9) Wear a seatbelt at all times while operating a vehicle for hire or providing transportation network services.

Sec. 86-63. - Revocation or suspension of driver's permits; grounds; right of appeal.

- (a) *Revocation or suspension of driver's permits or credential.* Upon a finding of due cause, as defined in subsection (b) of this section, the vehicle for hire administrator or designee shall have the authority to revoke or suspend any driver's permit or credential which has been issued or which may hereinafter be issued by the city. Before a driver's permit or credential shall be denied, suspended or revoked, notice of intention thereof shall be served upon the driver either by registered mail or personal service; however, such notice shall not be necessary for a denial of an original permit or credential. However, any such applicant or driver shall be given an opportunity to be heard by the vehicle for hire administrator or designee.
- (b) *Causes for revocation or suspension.* Due cause for revocation or suspension of a driver's permit or credential shall include but shall not be limited to the following:
 - (1) The failure of the driver to maintain any and all of the general qualifications as applicable to the initial issuance of a permit as set forth in section 86-61;
 - (2) Obtaining a permit or credential by providing false information;
 - (3) Violation by a driver of any of the following offenses:
 - ~~a. Driving under the influence of intoxicating beverages or drugs. A driver shall be required to submit to a drug and/or alcohol test at the request of the vehicle for hire administrator or designee, upon receipt of a passenger complaint. ;~~
 - ~~b.a. Where reasonable suspicion exists that a driver is suspected of abusing alcohol or misusing prescription drugs or controlled substances; or,~~
 - ~~0. Where a driver has been involved in a crash with serious injury or serious property damage while operating a vehicle for hire or providing transportation network services. "Serious injury" is defined as a physical condition that creates a substantial risk of death, serious personal disfigurement, or protracted loss or impairment of the function of any bodily member or organ. "Serious property damage" is defined as one or more of the motor vehicles involved in the crash is "totaled", or one or more of the vehicles sustains significant disabling damage to public and/or private property which equals or exceeds an apparent damage of \$5,000.00 or more as estimated by the law enforcement officer who conducts the investigation at the scene of the traffic crash; or~~
 - ~~d.b. Refusing or failing to submit to a drug test at the request of the vehicle for hire administrator or designee shall be due cause for revocation of the driver's permit or credential with no reapplication for one year. Failing a drug or alcohol test shall be due cause for revocation of the driver's permit or credential with no reapplication for one year.~~
 - ~~e.c. Criminal homicide, rape, sexual battery, aggravated battery, burglary, aggravated assault,~~



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kidnapping, robbery, child molestation, lewd and lascivious acts, armed trespassing, carrying a concealed firearm, criminal solicitation to commit any of the above, criminal attempt to commit any of the above, or possession, sale or distribution of narcotic drugs, barbituric acid derivatives and/or central nervous system stimulants, violation of any ordinance of the city governing the conduct of drivers of a vehicle for hire.

- (4) Charging a fare contrary to any fares established and approved by the city commission pursuant to section 86-95;
- (5) Violation of any ordinances or law, other than minor traffic offenses, in connection with the operation of a taxicab, transportation service, TNC company, or other vehicle for hire;

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- (6) ~~Whenever it shall appear~~Upon receipt of a passenger complaint alleging that a driver has disorders characterized by lapses of consciousness or other mental or physical disabilities affecting his or her ability to drive safely;
- (7) Accumulating nine or more points within a six-month period as outlined in F.S. § 322.27(3)d.
- (8) Violating the requirements of section 86-96.

Sec. 86-64. - Duration of driver permit.

Each driver permit or credential issued pursuant to section 86-61 above shall be valid for one year from the date of issuance.

ARTICLE IV. - VEHICLES FOR HIRE

Sec. 86-91. - Identifying signs, monograms and insignias.

(a) Taxicabs.

Each taxicab shall be readily identifiable as a taxicab and shall bear on the outside of each rear or front door, in letters not less than two inches in height, the name of the person or corporation to whom the franchise is issued. Each such taxicab shall also be numbered consecutively, with such numbers being placed conspicuously on each vehicle, with such numerals being not less than four and one-half inches nor more than six inches in height.

(b) Transportation services.

- (1) Each vehicle operated by a transportation service shall be readily identifiable as a transportation service and shall bear on the outside of each rear or front door, in letters not less than two inches in height, the name of the person or corporation to whom the vehicle is owned or operated by.
- (2) No transportation service shall have any insignia or sign that identifies itself as a "taxi" or "cab" or otherwise gives the impression that it is a taxicab.

(c) Transportation network application (TNC) company/transportation network operator.

- (1) Each vehicle operated by a TNC company or transportation network operator shall ~~bear on the outside of each rear or front door, in letters not less than two inches in height, the name of the person or corporation to whom the vehicle is owned or operated by, or any symbol or insignia approved by the vehicle for hire administrator~~display a consistent signage or emblem on the transportation network operator's personal vehicle at all times while the transportation network operator is active on the TNC company's network. The signage or emblem shall be sufficiently large or color-contrasted to be readable during daylight hours from a distance of 50 feet, reflective, illuminated, or otherwise visible in darkness, and capable of sufficiently identifying a personal vehicle as being associated with the TNC company.

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- (2) No transportation network operator vehicle shall have any insignia or sign that identifies itself as a "taxi" or "cab" or otherwise gives the impression that it is a taxicab, or otherwise give the impression that the operator is available to solicit passengers other than through the digital platform.
- (3) No transportation network operator vehicle shall place any type or form of light device or other device on the roof, commonly known as a top light or top hat, whether or not permanently or temporarily affixed to the vehicle, or have within the interior of the vehicle.

Sec. 86-92. - Taximeter.

- a. All taxicabs operated under the authority of this chapter shall be equipped with taximeters fastened in a manner so that the face thereof shall be visible and readable to passengers at all times both

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day and night. The face of the taximeter shall be set so that it will register and compute on a mileage basis while such taxicab is moving and on a time basis while such taxicab is standing and while the service is being rendered the fare to be charged. Such taximeter shall be operated mechanically by a mechanism of standard design and construction, driven either from the transmission or from one of the front wheels by a flexible and permanently attached driving mechanism.

- a. No vehicle for hire other than a taxicab is authorized to install or be equipped with a taximeter.

Sec. 86-93. - Liability insurance required.

No vehicle for hire shall be placed in service unless such vehicle is in compliance with Florida law for liability insurance purposes. Proof of such insurance coverage, which may be provided on a blanket basis, shall be filed annually with and approved by the vehicle for hire administrator or designee for the carriage of passengers.

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Sec. 86-94. - Seat belts required.

All vehicles for hire covered by this chapter shall be equipped with operational seat belts for each passenger.

Sec. 86-95. - Authority of city commission to establish rates and charges; displaying rate cards.

- (a) Taxicabs.
 - (1) The city commission may by ordinance establish maximum rates and charges for the transportation of persons and their baggage within the corporate limits of the city and suburban territory adjacent thereto. Any ordinance establishing rates as provided by this section shall become effective 24 hours after its adoption.
 - (2) Every taxicab operating under this chapter shall have posted in a conspicuous place therein a schedule of rates for the transportation of person within the corporate limits of the city, and no charges shall be made in excess of the rates so posted.
 - (3) There is hereby established a schedule of the maximum rates which can be charged by all taxicab drivers operating taxicabs within the city. A taximeter may be set so that it will register and compute on a mileage or other basis at less than the maximum rates set forth in this section.
- (b) Transportation service.
 - (1) All fares as agreed to between any transportation service operator and any passenger must be agreed upon prior to leaving the point of origin. No transportation service operator may increase the agreed upon fare after leaving the point of origin.
 - (2) No transportation service shall be authorized to charge for wait time, or to charge any other

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rates or fees except for mileage.

- (3) Every transportation service vehicle shall have cards displayed visibly from the outside of the vehicle on the passenger side and on the inside of the right rear window at the eye level of a seated passenger that state the following: "RATE OF TRANSPORT IS BY FLAT FEE ONLY".
- (c) Transportation network application (TNC) company or transportation network operator.
 - (1) All TNC companies shall disclose the fare calculation method, the applicable rates being charged, and the option for an estimated fare to a passenger before the passenger arranges or books a trip with the transportation network application company or transportation network operator.

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- (2) Upon completion of the trip, a TNC company shall transmit an electronic receipt to the passenger's e-mail or mobile application that lists the: origin and destination of the trip; the total time and distance of the trip; and a breakdown of the total fare paid, if any.

Sec. 86-96. - Miscellaneous regulations and other penalties.

- (a) It shall be unlawful for any driver or operator of a vehicle for hire to drive or operate or be on duty or on call for the operation of a vehicle for hire for more than 12 hours within any 24-hour period.
- (b) A driver shall take the most direct route to a passenger's destination unless otherwise authorized or directed by the passenger.
- (c) No driver shall refuse to accept a passenger unless the passenger is obviously disorderly, dangerous, or otherwise a threat to the safety or welfare of the driver.
- (d) It shall be unlawful for the driver operating in the city to permit any person to accompany or use such vehicle for hire for the purpose of prostitution, or to direct, take or transport any other person with knowledge or reasonable cause to believe that the purpose of such directing, taking or transporting is for the purpose of prostitution.
- (e) No vehicle for hire shall be permitted to carry nonpaying passengers while transporting a paying passenger or passengers except for the purpose of driver training.
- (f) No vehicle for hire shall solicit or carry a paying passenger while in the process of carrying another paying passenger except when requested to do so by the latter passenger.
- (g) Transportation network operators shall exclusively accept passengers booked through a transportation network company's digital platform, and shall not solicit or accept street-hails.
- (h) No TNC company may provide personal information about a passenger to a transportation network operator, including a passenger's full name, e-mail address, or telephone number.

Sec. 86-97. - Enforcement.

The city police department and the vehicles for hire administrator shall be authorized to enforce the regulations contained in this chapter, including the promulgation of rules consistent with this chapter and the setting of fees.

SECTION 2. CODIFICATION. 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. CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. 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.

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SECTION 5. 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: September 7, 2016

READ SECOND TIME
AND ADOPTED: September 21, 2016

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: August 19, 2016
September 9, 2016

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EXHIBIT "A"

~~Sec. 86-39. Liability insurance.~~

- ~~(a) It shall be unlawful for the owner, operator, driver or chauffeur of any taxicab to drive or operate the taxicab or to permit the taxicab to be driven or operated upon the public streets, unless such owner, operator, driver or chauffeur shall have first procured and filed with the city clerk a liability insurance policy issued by a good and responsible surety company, which insurance company or surety company must have authority to do business as such in the state and must be acceptable to and approved by the city council. The amount of liability insurance or surety bond for each taxicab shall be the minimum required by the state for liability insurance, or, if liability insurance is not required by state law, the minimum financial responsibility requirements of the Financial Responsibility Law, F.S. ch. 324.~~
- ~~(b) Such policy of insurance or surety bond may be in the form of a separate policy or separate surety bond for each taxicab, or may be in the form of a fleet policy covering all taxicabs operated by such owner, operator, driver or chauffeur, in which latter event such policy of insurance or surety bond shall provide the same liability for each taxicab operated in service as specified in subsection (a) of this section. Every taxicab hired in service shall have conspicuously displayed therein or thereon some sign evidencing the fact that the provisions of this section have been complied with, with the form thereof to be prescribed by the chief of police.~~
- ~~(c) No policy of insurance or surety bond as provided for in this section shall be cancelled until the expiration of five days after notice of intended cancellation thereof has been given in writing to the city clerk by registered mail or personal delivery of such notice, and a provision therefor shall be embodied in the policy or surety bond.~~

~~Sec. 86-40. Use of streets for transacting business.~~

~~Except as provided in this article, no taxicab shall occupy space on the streets for the transaction of business other than the picking up of passengers. All places of business of taxicabs shall be maintained off the streets.~~

~~Sec. 86-41. Use of improper vehicles.~~

~~It shall be unlawful for any person to operate or drive, as a taxicab, in or upon any street, any motor-driven vehicle, unless the vehicle is a taxicab as defined in this article.~~

~~Sec. 86-42. Name of owner or operator to be displayed on vehicle.~~

~~It shall be unlawful for any taxicab to be driven upon the streets unless the name of the person either owning or operating such taxicab, or the trade name under which such taxicab is operated, is conspicuously painted on such taxicab in letters not less than two inches in height.~~

~~Sec. 86-43. Meters.~~

- ~~(a) All taxicabs shall be equipped with mechanical devices, commonly called taxicab meters, for registering the fare to be charged.~~

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- ~~(b) Every meter in use shall be placed in such taxicabs at a location that will be plainly visible at all times to the occupants of such taxicabs. Between the hours of sunset and sunrise, the dial of the meter shall be illuminated whenever it is in use.~~
- ~~(c) Whenever a taxicab is not in service, the meter shall show no fare and the flag shall be in the upright position. When a taxicab is in service, the flag or indicator on the meter shall be lowered and the meter shall be in the calculating position.~~
- ~~(d) Upon the completion of service by a taxicab, the flag or indicator on the meter shall be raised and the meter shall be returned to the noncalculating position and its dials cleared.~~
- ~~(e) It shall be unlawful for the operator or driver of any taxicab to operate the taxicab on the streets of the city with any occupant in such taxicab other than the driver when the flag or indicator on the taxicab meter is upright and in the noncalculating position, except when operating on an hourly or trip rate.~~
- ~~(f) When the hourly rate or the special trip rate is used, an appropriate sign indicating that the cab is on a trip or hourly rate shall be exhibited.~~
- ~~(g) It shall be the duty of the person owning and operating taxicabs to have the meter in good working condition and operating accurately as to the registration of mileage and fare. Such meters shall be sealed in a manner that will prevent any person from tampering with or changing the adjustment of the meter. It shall be unlawful for any person to tamper with or change the adjustment of a meter, except the owner operating the taxicab to which such meter is affixed, or a person duly designated by the owner, or a meter mechanic.~~
- ~~(h) It shall be unlawful for any person owning and operating taxicabs with meters affixed thereto to permit the taxicabs to be operated on the streets of the city when such meters do not accurately register the mileage and the rate as set forth by the ordinances of the city. All meters shall be subject to inspection and test by any police officer at all times when cabs are not carrying passengers.~~

~~Sec. 86-44. Rates and charges.~~

- ~~(a) Posting. Each taxicab shall have posted in a conspicuous place therein a schedule of rates for the transportation of persons within the corporate limits of the city, and no charges shall be made in excess of the rates so posted.~~
- ~~(b) Determination. All rate charges or fees for the use of taxicabs using meters shall be determined by a meter rate, hourly rate or special trip rate and by no other method. All charges are for the exclusive use of the taxicab, and shall apply regardless of the number of passengers transported.~~

~~Sec. 86-45. Fare receipts; right to demand payment of fare in advance.~~

~~If demanded by the passenger, the driver in charge of a taxicab shall deliver to the person paying for the hiring of the taxicab, at the time of such payment, a receipt therefor in legible writing, containing the name of the owner and the city license or permit number, showing upon such receipt all items for which a charge is made, the total amount paid and the date of payment. Every driver of any such taxicab shall have the right to demand payment of the legal fare in advance, and may refuse employment unless so prepaid.~~

~~Sec. 86-46. Soliciting passengers near intersection.~~

LYFT PROPOSED AMENDMENTS TO PROPOSED ORDINANCE 2511

ORDINANCE NO. 2511

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~~It shall be unlawful for any person owning or operating one or more vehicles for hire in the city to operate such motor vehicles over and upon the streets of the city for the purpose of soliciting patronage, picking up passengers or delivering passengers at any point within 100 feet of any intersecting street corner along such street. It is the purpose and intent of this section to prohibit such practice within 100 feet in all directions from such intersections. Such distance in all cases shall be measured from the center of the intersection. Nothing in this subsection shall be construed as prohibiting the driver of any taxicab or vehicle operated for hire from responding to any specific request for passage from any person seeking the services offered by such taxi or motor vehicle or from stopping at any point within the city for the purpose of delivering a passenger who has been picked up at any part of the city in a manner not prohibited by law. This section shall not apply to any buses or motor vehicles owned or operated by any bus or transit company under an exclusive franchise from the city.~~

~~Sec. 86-47. — Soliciting passengers by preceding or following scheduled bus.~~

~~It shall be unlawful for any person operating motor vehicles for hire in the city to operate such motor vehicle over and upon the streets of the city for the purpose of soliciting the patronage of passengers by immediately preceding or following any duly scheduled bus or motor vehicle operated for such purpose by any bus or transit company under an exclusive franchise from the city along the streets of the city. Nothing contained in this section shall be construed as prohibiting the driver of any duly licensed taxi from responding to any specific request for passage from any patron seeking the services offered by such duly licensed taxi.~~

~~Sec. 86-48. — Smoking by driver.~~

~~It shall be unlawful for any driver, operator or chauffeur of any taxicab to smoke while the taxicab is occupied by a passenger.~~

~~Sec. 86-49. — Use for immoral purposes.~~

~~It shall be unlawful for the driver of a taxicab to permit any person to accompany or use such taxicab for the purpose of prostitution, lewdness or assignation, or to direct, take or transport, or to offer or agree to direct, take or transport, any other person, with knowledge or reasonable cause to believe that the purpose of such directing, taking or transporting is for the purpose of prostitution, lewdness or assignation.~~

~~Sec. 86-50. — Display of political advertisements.~~

~~It shall be unlawful for any person licensed by the city to operate or drive a taxicab upon any street within the city with a political ad displayed for anyone seeking public office at any time.~~

~~DIVISION 2. — BUSINESS PERMIT~~

~~Sec. 86-66. — Required.~~

~~It shall be unlawful to operate or cause to be operated any taxicab business unless a permit for the operation thereof shall have been first issued by the city council in the manner provided in this division.~~

~~Sec. 86-67. — Application and investigation.~~

~~(a) — An application for the permit required by this division shall be made in writing to the city council. Such application shall set forth the name, residence address, and address of place of business of the~~

LYFT PROPOSED AMENDMENTS TO PROPOSED ORDINANCE 2511

ORDINANCE NO. 2511

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~~applicant and the kind, make and model of the vehicle to be used in the business. If the applicant is a copartnership, the application shall give the names and residence addresses of the copartners. If the application is a corporation, the application shall set forth the name of the corporation and the residence address of its officers and board of directors. The application shall set forth the trade name, if any, under which the applicant does or proposes to do business.~~

- (b) ~~Upon the filing of an application, the city clerk shall make an investigation, including any hearing deemed necessary, as to each application for a permit for the operation of taxicabs. In determining whether a permit shall be issued, the city council shall investigate the fitness of the applicant to engage in the business of operating taxicabs and the fitness of the equipment to be used, and shall also consider and determine whether the demands of public convenience, necessity and safety justify the issuance of such permit.~~

~~Sec. 86-68. — Issuance or denial.~~

~~If the city council finds favorably to the applicant and decides to grant a permit for the operation of taxicabs, a permit as provided in this division shall be issued to the applicant. If the city council finds against the applicant and decides that the public convenience, necessity and safety do not justify the issuance of such permit or that the applicant is not fit to conduct the taxicab business or the equipment is not fit for such business, then no permit shall be issued, and notice of the action of the city council shall be given to the applicant, setting forth the reason for the refusal of such permit.~~

~~Sec. 86-69. — Occupational license required.~~

~~Prior to the issuance of a permit for the operation of taxicabs, the applicant shall obtain an occupational license.~~

~~Sec. 86-70. — Transfer.~~

~~A permit for the operation of taxicabs shall not be transferable, except upon application to and consent of the city council.~~

~~Sec. 86-71. — Suspension or revocation.~~

~~Whenever any person engaged in the taxicab business is found to be in violation of the provisions of this article or the traffic ordinances of the city or of any of the laws of the state, the city council may, upon complaint or upon its own motion, issue an order to such person to appear at a fixed time and place for investigation. If the city council is satisfied, after such hearing, that such person is guilty of the violations charged, it may, in its discretion, suspend for a fixed period or revoke entirely the permit issued to such person.~~

DIVISION 3. — DRIVER'S PERMIT

~~Sec. 86-91. — Required.~~

~~No person shall operate or drive a taxicab upon any street unless he has obtained a permit pursuant to the provisions of this division.~~

~~Sec. 86-92. — Application and investigation.~~

~~Any person having resided continuously in the state for not less than six months immediately preceding the making of application for a permit to operate a taxicab and being 18 years of age or over may make application to the city clerk for a permit to operate a taxicab. A verbal or written examination,~~

LYFT PROPOSED AMENDMENTS TO PROPOSED ORDINANCE 2511

ORDINANCE NO. 2511

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~~or both, may be given by the chief of police to each applicant to determine knowledge of city streets, locations and environs.~~

~~Sec. 86-93.— Issuance; contents:~~

~~It shall be the duty of the chief of police, if the applicant for a permit under this division is knowledgeable of the provisions of this article and of the traffic ordinance of the city, and the applicant pays the required fee and otherwise complies with this division for the initial year, to issue such person a written permit, which permit shall be signed by the city clerk and sealed with the corporate seal of the city, and shall bear the name, address, sex, age, signature, photograph and fingerprints of the applicant. The chief of police shall procure the fingerprints and a photograph of the applicant and shall keep the fingerprints and photograph on permanent file in his office. The fingerprints and photograph shall be voluntarily furnished by the applicant at the time of filing his application.~~

~~Sec. 86-94.— State commercial license required:~~

~~No person shall be issued a taxicab driver's permit unless he holds a commercial license issued by the state.~~

~~Sec. 86-95.— Alteration or destruction prohibited:~~

~~It shall be unlawful for any person holding a taxicab driver's permit to wilfully alter, deface, obliterate or destroy the permit, or to cause the permit to be defaced, obliterated or destroyed.~~

~~Sec. 86-96.— Display:~~

~~Every driver or operator of any taxicab operated shall have his driver's permit displayed in such taxicab in a conspicuous place so as to be easily observed by any person occupying such taxicab.~~

~~Sec. 86-97.— Suspension or revocation:~~

~~Whenever any operator or driver of a taxicab is found to be violating the provisions of this article, or the traffic ordinances of the city, or any of the laws of the state, the city council may, upon complaint or upon its own motion, issue an order to such operator or driver to appear at a fixed time and place for investigation. If the city council shall be satisfied after such hearing of the violation as charged, it may, in its discretion, suspend for a fixed period, or revoke entirely, the driver's permit issued.~~

~~Sec. 86-98.— Appeals:~~

~~Any person whose taxicab driver's permit is refused, suspended or revoked by the chief of police may appeal, by filing notice thereof with the city clerk within 30 days from the time of such refusal, revocation or suspension. Such appeal as filed shall not act as a supersedeas until such time as the city council shall take final action on such appeal.~~

Backup material for agenda item:

3. Ordinance No. 2532 – First Reading – Small Scale Future Land Use Amendment - Legislative
Elizabeth Florence



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER: Ordinance

MEETING OF: December 7, 2016
 FROM: Community Development
 EXHIBITS: Land Use Report
 Vicinity Map
 Adjacent Zoning Map
 Adjacent Use Map
 Existing Uses Map
 Ordinance No. 2532

SUBJECT: ORDINANCE NO. 2532 – SMALL SCALE - FUTURE LAND USE AMENDMENT – CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST: FIRST READING OF ORDINANCE NO. 2532 – SMALL SCALE – FUTURE LAND USE AMENDMENT – CENTRAL FLORIDA EXPRESSWAY AUTHORITY, FROM “COUNTY” RURAL (1 DU/ 10 AC)) TO “CITY” RESIDENTIAL LOW SUBURBAN (3.5 DU/AC); (PARCEL I.D. NO. 36-20-27-0000-00-126 & 36-20-27-0000-00-124); AND HOLD OVER FOR SECOND READING AND ADOPTION.

SUMMARY:

OWNER/APPLICANT: Central Florida Expressway Authority – Joseph A. Berenis, P.E.
 LOCATION: Plymouth Sorrento Rd.
 EXISTING USE: Vacant Land
 CURRENT ZONING: “County” A-1 (ZIP)
 PROPOSED ZONING DESIGNATION: “City” R-1A (Residential) (Note: this Future Land Use Map amendment request is being processed along with a request to change the Zoning Map designation from “County” A-1 to “City” R-1A [Residential].)
 PROPOSED DEVELOPMENT: right of way
 TRACT SIZE: 0.302 +/- acres
 MAXIMUM ALLOWABLE DEVELOPMENT: EXISTING: vacant; 1 dwelling unit per 10 acres
 PROPOSED: right of way; 1 dwelling unit per 3.5 acres

FUNDING SOURCE:
N/A

DISTRIBUTION

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

ADDITIONAL COMMENTS: Presently, the subject property has not yet been assigned a “City” Future Land Use Designation or a “City” zoning category. Applicant is requesting the City to assign a future land use designation of Residential Low Suburban (3.5 DU/AC) to the property.

City Council approved the annexations on September 21, 2016, through the adoption of Ordinance No. 2513. The proposed Small-Scale Future Land Use Amendment is being requested by the owner/applicant. Pursuant to Florida law, properties containing less than ten acres are eligible to be processed as a small-scale amendment. Such process does not require review by State planning agencies.

A request to assign a Future Land Use Designation of Residential Low Suburban is compatible with the designations assigned to abutting properties. The FLUM application covers approximately 0.302 acres.

The applicant intends to develop the property for use as a right of way. The proposed future land use and use for the property is compatible with the general character of the surrounding neighborhood. The Residential Low Suburban Future Land Use Designation and right of way would serve as a use for the adjacent properties road access.

In conjunction with state requirements, staff has analyzed the proposed amendment and determined that adequate public facilities exist to support this land use change (see attached Land Use Report).

COMPREHENSIVE PLAN COMPLIANCE: The existing and proposed use of the property is consistent with the Residential Low Suburban (3.5 DU/AC) Future Land Use designation and the City’s proposed Residential Zoning so long as dwelling units are not expanded on the existing land area comprising the subject site.

SCHOOL CAPACITY REPORT: Because this Change of Zoning represents a change in density that will not yield more than nine (9) residential units, development of the subject property is considered “deminimus” and exempt from School Capacity Enhancement review. However, at the time of a Preliminary Development Plan application for residential development, school concurrency review through Orange county Public Schools may be required.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on October 7, 2016.

PUBLIC HEARING SCHEDULE:
November 14, 2016 - Planning Commission (5:30 pm)
December 7, 2016 - City Council (1:30 pm) - 1st Reading
December 21, 2016 – City Council (7:00 pm) - 2nd Reading

DULY ADVERTISED:
October 28, 2016 – Public Notice and Notification
December 9, 2016 – Ordinance Heading ¼ Page w/Map Ad

RECOMMENDATION ACTION:

The **Development Review Committee** finds the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding area, and recommends approval of the change in Future Land Use from “County” Rural (1 du/ 10 ac) to “City” Residential Low Suburban (3.5 du/ac) for the property owned by Central Florida Expressway Authority and located at Plymouth Sorrento Rd., contingent upon the annexation of the property into the City of Apopka.

The **Planning Commission**, at its meeting on November 14, 2016, found that the proposed Small Scale Future Land Use Amendment consistent with the Comprehensive Plan and Land Development Code; and recommended adoption (7-0) of the Small Scale Future Land Use Amendment from “County” Rural (1 du/ 10 ac) to “City” Residential Low Suburban (3.5 DU/AC) for the property owned by Central Florida Expressway Authority and located at Plymouth Sorrento Road.

City Council Recommended Motion: Accept the First Reading of Ordinance No. 2532 and Hold it Over for Second Reading and Adoption on December 21, 2016.

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.

LAND USE REPORT

I. RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City)	Residential Low Suburban (0-3.5 du/ac)	R-1AA	Stanton Ridge residential plat owned by Central Florida Expressway Authority
East (County)	Rural/Agricultural (1 du/ 10 ac)	A-1	S.R. 429-Wekiva Parkway
South (County)	Rural/Agricultural (1 du/ 10 ac)	A-1	Single family residence
West (County)	Rural/Agricultural (1 du/ 10 ac)	A-1	Single family residence

II. LAND USE ANALYSIS

The general character of the area surrounding the subject property is compatible with the development of residential uses. The property is west of Plymouth Sorrento Rd. and south of Yothers Rd.

Wekiva River Protection Area: No
 Area of Critical State Concern: No
 DRI / FQD: No

JPA: The City of Apopka and Orange County entered into a Joint Planning Area (JPA) agreement on October 26, 2004. The subject property is not located within “Core Area” of the JPA.

Redevelopment: Policy 3.13. No non-conforming structure shall be substantially expanded.

Wekiva Parkway and Protection Act: The proposed amendment has been evaluated against the adopted Wekiva Study Area Comprehensive Plan policies. While located within the Wekiva River Basin Study Area, the subject property is not located within the Protection Area. The proposed amendment is consistent with the adopted mandates and requirements. The proposed Future Land Use Map (FLUM) amendment has been reviewed against the best available data, with regard to aquifer and groundwater resources. The City of Apopka's adopted Comprehensive Plan addresses aquifer recharge and stormwater run-off through the following policies:

- Future Land Use Element, Policies 4.16, 14.4, 15.1, 16.2 and 18.2
- Infrastructure Element, Policies 1.5.5, 4.2.7, 4.4, 4.4.1, 4.4.2 and 4.4.3
- Conservation Element, Policy 3.18

Karst Features: The Karst Topography Features Map from the Florida Department of Environmental Protection shows that there are karst features on this property.

Analysis of the character of the Property: The property fronts no road but is west of Plymouth Sorrento Rd. The vegetative communities present are urban; the soils present are Candler fine sand; and no wetlands occur on the site, and the terrain has a 5-12 percent slope.

The proposed amendment is consistent with the Comprehensive Plan, including Policy 3.1.d Low Density Residential Suburban Future Land Use designation.

Analysis of the relationship of the amendment to the population projections: The proposed future land use designation for the Property is Residential Low Suburban (3.5 du/ac). Based on the household element of the City's Comprehensive Plan, this amendment will increase the City's future population.

CALCULATIONS:

ADOPTED (County designation): 2 Unit(s) x 2.659 p/h = 5.3 persons
PROPOSED (City designation): 2 Unit(s) x 2.659 p/h = 5.3 persons

Housing Needs: This amendment will not impact the housing needs as projected in the Comprehensive Plan. One single family home is the maximum development anticipated for the subject property.

Habitat for species listed as endangered, threatened or of special concern: Per policy 4.1 of the Conservation Element, a habitat study is required for developments greater than ten (10) acres in size. This site is less than ten acres. A habitat study will not be required at the time of a development plan application.

Transportation: The City of Apopka is a Transportation Concurrency Exception Area. Refer to Chapter 3 of the City of Apopka 2010 Comprehensive Plan.

Potable Water, Reclaimed Water & Sanitary Sewer Analysis: The subject property is located within the Orange County Utilities service area for potable water, reclaimed water and sanitary service. The property owner will need to provide a letter from Orange County Utilities demonstrating available capacity prior to submittal of any development plan.

Sanitary Sewer Analysis

1. Facilities serving the site; current LOS; and LOS standard: None; 81 GPD/Capita;
81 GPD / Capita

If the site is not currently served, please indicate the designated service provider: City of Apopka

2. Projected total demand under existing designation: 196 GPD
3. Projected total demand under proposed designation: 53,054 GPD
4. Capacity available: Yes
5. Projected LOS under existing designation: 81 GPD/Capita
6. Projected LOS under proposed designation: 81 GPD/Capita
7. Improved/expansions already programmed or needed as a result if proposed amendment:
None

Potable Water Analysis

1. Facilities serving the site; current LOS; and LOS standard: City of Apopka; 177
GPD/Capita;
177 GPD/Capita

If the site is not currently served, please indicate the designated service provider: City of Apopka

2. Projected total demand under existing designation: 210 GPD
3. Projected total demand under proposed designation: 210 GPD
4. Capacity available: Yes
5. Projected LOS under existing designation: 177 GPD/Capita

6. Projected LOS under proposed designation: 177 GPD/Capita
7. Improved/expansions already programmed or needed as a result of the proposed amendment: None
8. Parcel located within the reclaimed water service area: Yes

Solid Waste

1. Facilities serving the site: None
2. If the site is not currently served, please indicate the designated service provider:
City of Apopka
3. Projected LOS under existing designation: 4 lbs./person/day
4. Projected LOS under proposed designation: 4 lbs./day/1000 sf
5. Improved/expansions already programmed or needed as a result of the proposed amendment: None

This initial review does not preclude conformance with concurrency requirements at the time of development approval.

Infrastructure Information

- Water treatment plant permit number: CUP No. 3217
- Permitting agency: St. John's River Water Management District
- Permitted capacity of the water treatment plant(s): 21,981 GPD
- Total design capacity of the water treatment plant(s): 33,696 GPD
- Availability of distribution lines to serve the property: Yes
- Availability of reuse distribution lines available to serve the property: Yes

Drainage Analysis

1. Facilities serving the site: None
2. Projected LOS under existing designation: 100 year - 25 hour design storm
3. Projected LOS under proposed designation: 100 year - 25 hour design storm
4. Improvement/expansion: On-site retention/detention pond

Recreation

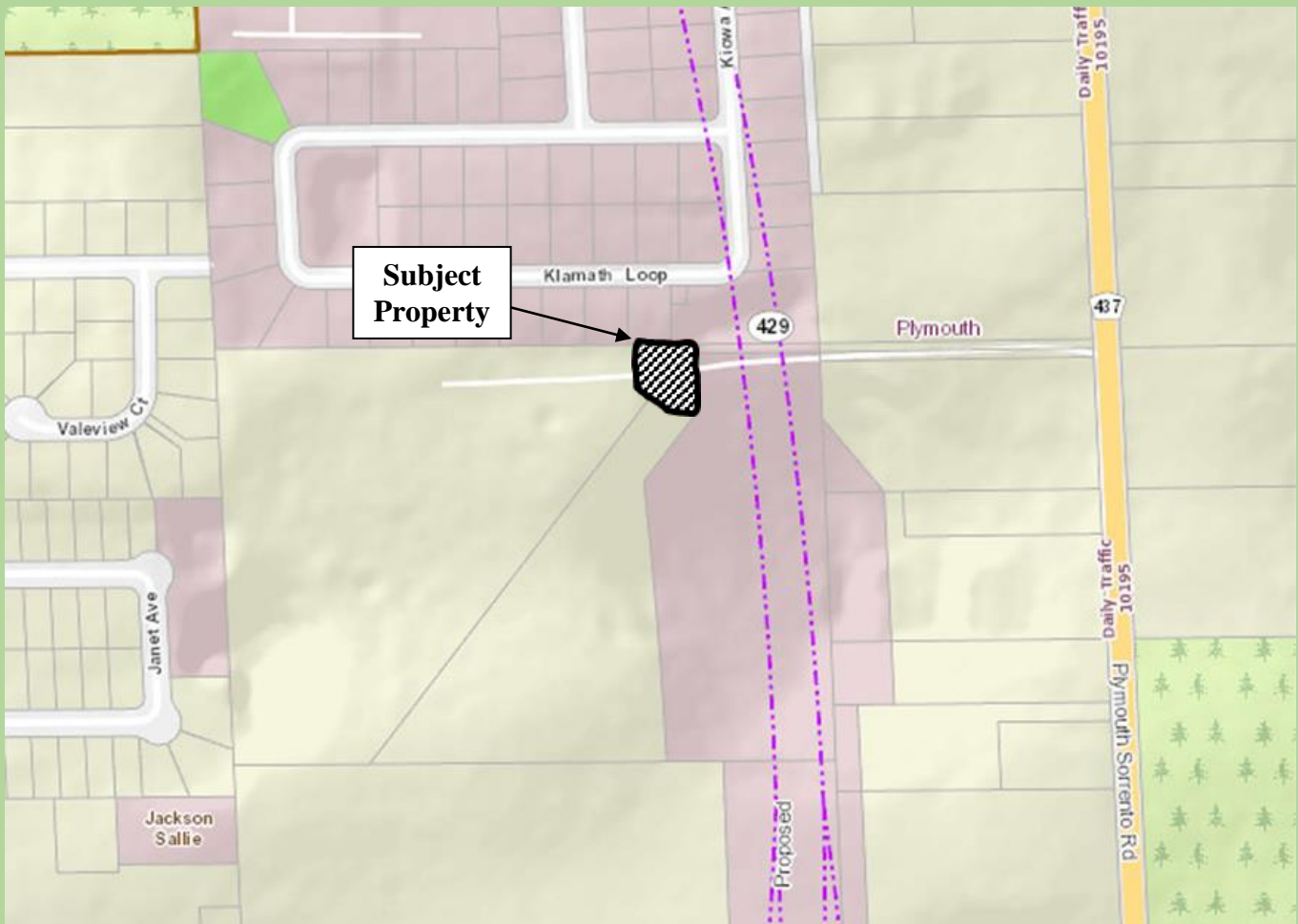
1. Facilities serving the site; LOS standard: City of Apopka Parks System; 3 AC/1000 capita
2. Projected facility under existing designation: 0.009 AC
3. Projected facility under proposed designation: 0.009 AC
4. Improvement/expansions already programmed or needed as a result of the proposed amendment: None

This initial review does not preclude conformance with concurrency requirements at the time of development approval.



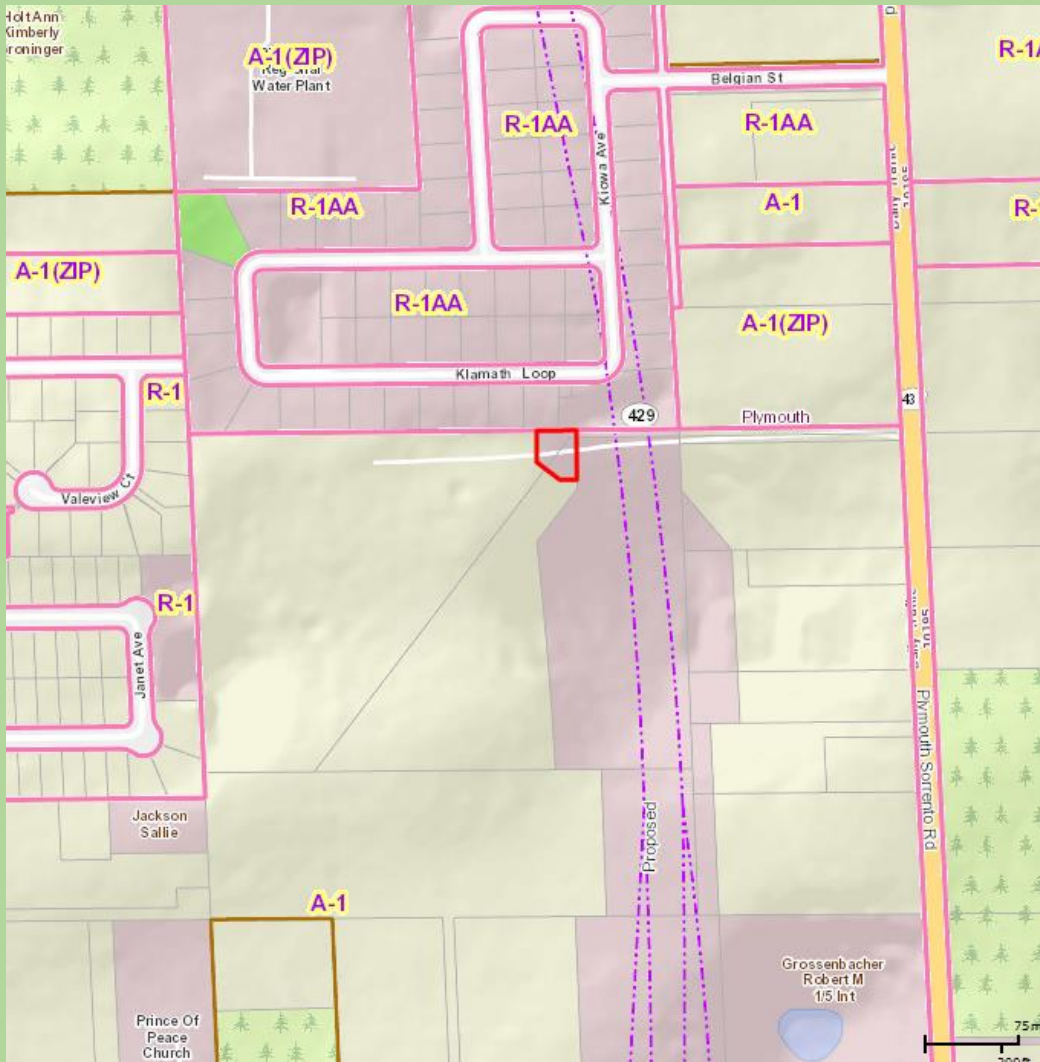
Central Florida Expressway Authority
Plymouth Sorrento Rd.
0.302 +/- Acres
Existing Maximum Allowable Development: 1 dwelling unit
Proposed Maximum Allowable Development: 1 dwelling unit
Proposed Small Scale Future Land Use Change
From: "County" Rural (1 du/10 ac)
To: "City" Residential Low Suburban (3.5 du/ac)
Proposed Zoning Change
From: "County" A-1
To: "City" R-1A
Parcel ID #: 36-20-27-0000-00-126 & 36-20-27-0000-00-124

VICINITY MAP





ADJACENT ZONING





ADJACENT USES



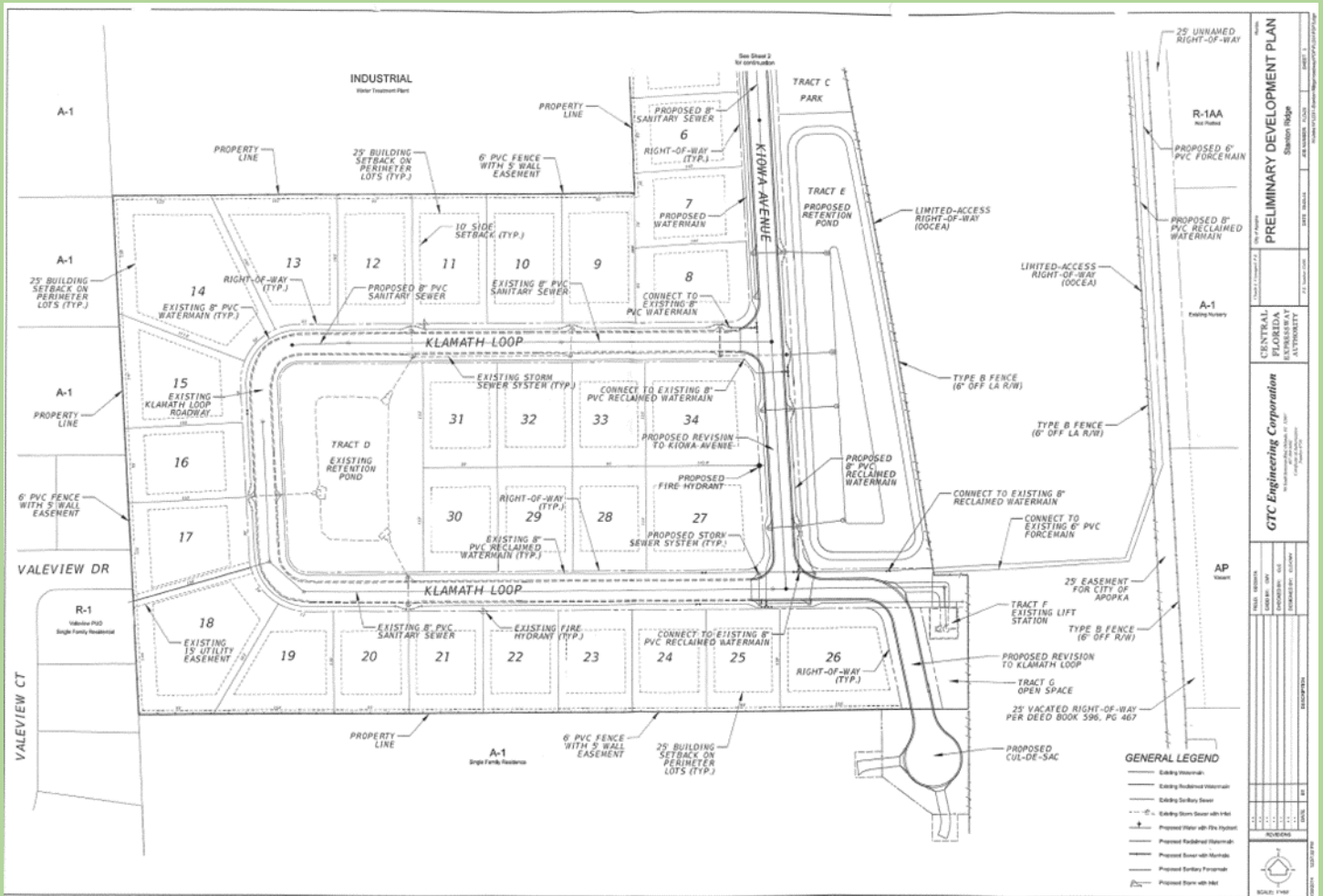


EXISTING USES





STANTON RIDGE PRELIMINARY DEVELOPMENT PLAN



ORDINANCE NO. 2532

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING THE FUTURE LAND USE DESIGNATION FROM “COUNTY” RURAL (1 DU/10 AC) TO “CITY” RESIDENTIAL LOW SUBURBAN (3.5 DU/AC) FOR CERTAIN REAL PROPERTY LOCATED AT PLYMOUTH SORRENTO RD., COMPRISING 0.302 ACRES MORE OR LESS, AND OWNED BY CENTRAL FLORIDA EXPRESSWAY AUTHORITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Apopka adopted the Apopka Comprehensive Plan by Ordinance No. 653 on October 2, 1991, pursuant to Section 163.3184, Florida Statutes and most recently amended it by Ordinance No. 2524 adopted on November 16, 2016; and

WHEREAS, the City of Apopka’s local planning agency (Planning Commission) has, in preparation of the amended version of the Apopka Comprehensive Plan, analyzed the proposed amendment pursuant to Chapter 163, Part II, F.S., found it to be consistent with the intent of the Apopka Comprehensive Plan, and held public hearings providing for full public participation.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section I. Purpose and Intent.

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3184 and 163.3187, Florida Statutes.

Section II. Future Land Use Element.

Page 1-15 (Map 1-3) of the Future Land Use Element of the City of Apopka Comprehensive Plan, as most recently amended by Ordinance No. 2524, is amended in its entirety to change the land use from “County” Rural (1 du/10 ac) to “City” Residential Low Suburban (3.5 DU/AC), for certain real property located at Plymouth Sorrento Rd., comprising 0.302 acres more or less, (Parcel No. 36-20-27-0000-00-126 & 36-20-27-0000-00-124); as further described in Exhibit “A” attached hereto.

Section III. Applicability and Effect.

The applicability and effect of the City of Apopka Comprehensive Plan shall be as provided by the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section IV. Severability.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

ORDINANCE NO. 2532
PAGE 2

Section V. The Community Development Director is hereby authorized to amend the Future Land Use to comply with this ordinance.

Section VI. Effective Date.

This Ordinance shall become effective upon adoption.

ADOPTED at a regular meeting of the City Council of the City of Apopka, Florida, this _____ day of _____, 2016

READ FIRST TIME: December 7, 2016

READ SECOND TIME
AND ADOPTED: December 21, 2016

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED FOR HEARING: October 28, 2016
December 9, 2016



EXHIBIT "A"

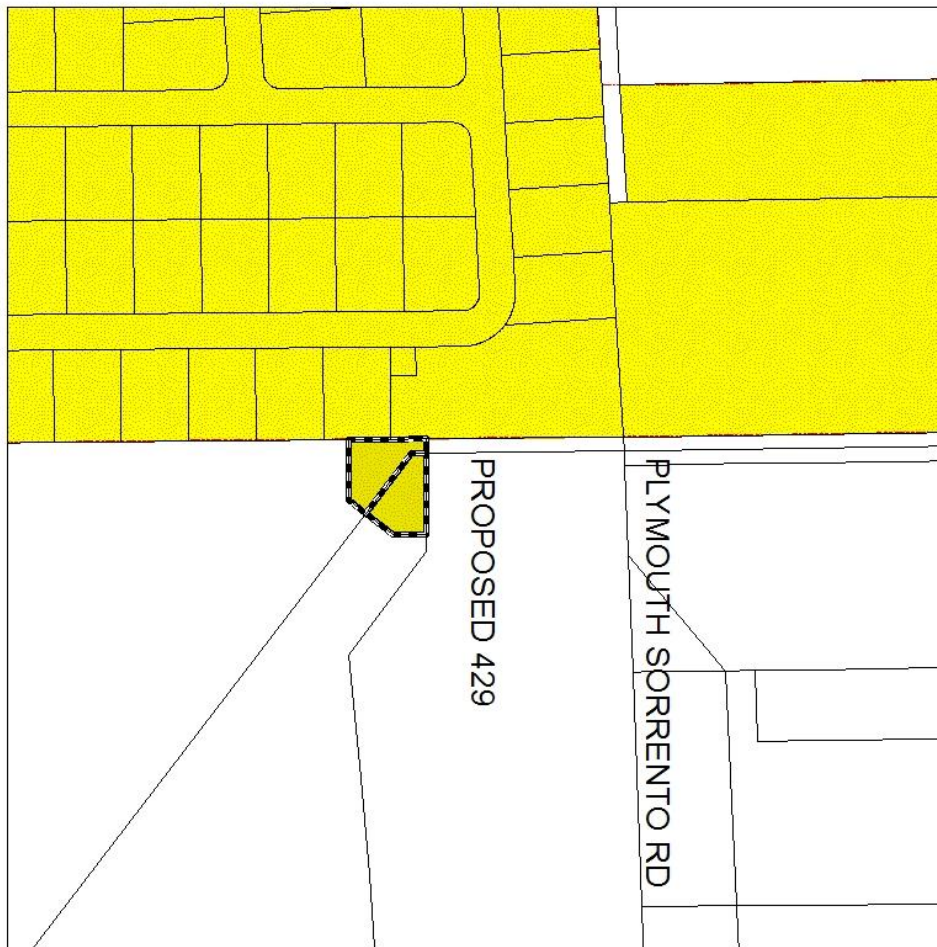
Central Florida Expressway Authority
 Plymouth Sorrento Rd.
 0.302 +/- Acres

Existing Maximum Allowable Development: 1 dwelling unit
 Proposed Maximum Allowable Development: 1 dwelling unit

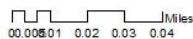
Proposed Small Scale Future Land Use Change
 From: "County" Rural/Agricultural (1 du/10 ac)
 To: "City" Residential Low Suburban (3.5 du/ac)

Proposed Zoning Change
 From: "County" A-1
 To: "City" R-1A

Parcel ID #: 36-20-27-0000-00-126 & 36-20-27-0000-00-124



City of Apopka Future Land Use Map



Source: City of Apopka and Orange County Property Appraiser
 Note: This map was compiled from the Geographic Information Service and does not reflect an actual survey.
 The City of Apopka does not assume responsibility for errors or omissions contained herein.

Legend

- | | |
|---------------------------------|--------------------------|
| Apopka_Parcels_072218 | Res. Low |
| Apopka_Parcels_072218 selection | Res. Medium Low |
| City Boundary | Res. Medium |
| UPA Boundary | Res. High |
| Future Land Use | Mixed Use |
| Agriculture | Office |
| Agriculture Estates | Commercial |
| Agriculture Homestead | Industrial |
| Rural Settlement | Institutional/Public Use |
| Res. Estates | Conservation |
| Res. Very Low Suburban | Parks/Recreation |
| Res. Low Suburban | ANNEX |



Backup material for agenda item:

4. Ordinance No. 2533 – First Reading – Change of Zoning - Quasi-Judicial
Elizabeth Florence



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER: Ordinance

MEETING OF: December 7, 2016
 FROM: Community Development
 EXHIBITS: Zoning Report
 Vicinity Map
 Adjacent Zoning Map
 Adjacent Use Map
 Existing Uses Map
 Ordinance No. 2533

SUBJECT: ORDINANCE NO. 2533 – CHANGE OF ZONING – CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST: FIRST READING OF ORDINANCE NO. 2533 – CHANGE OF ZONING – CENTRAL FLORIDA EXPRESSWAY AUTHORITY, FROM “COUNTY” A-1 (RURAL) TO “CITY” R-1A (RESIDENTIAL) (PARCEL I.D. NO. 36-20-27-0000-00-126 & 36-20-27-0000-00-124); AND HOLD OVER FOR SECOND READING AND ADOPTION.

SUMMARY:

OWNER/APPLICANT: Central Florida Expressway Authority – Joseph A. Berenis, P.E.

LOCATION: Plymouth Sorrento Rd.

EXISTING USE: Vacant Land

CURRENT ZONING: “County” A-1 (ZIP)

PROPOSED
FLUM DESIGNATION: Residential Low Suburban (3.5 DU/AC) (NOTE: This change of zoning application is being processed in conjunction with a large scale FLUM amendment requesting Residential Low Suburban (3.5 DU/AC).

PROPOSED
DEVELOPMENT: City has received a Preliminary Development Plan for a single family residential development.

TRACT SIZE: Residential Development/Right of Way

MAXIMUM ALLOWABLE
DEVELOPMENT: EXISTING: vacant; 1 dwelling unit per 10 acres
 PROPOSED: right of way; 1 dwelling unit per 3.5 acres

FUNDING SOURCE:

N/A

DISTRIBUTION

Mayor Kilsheimer
 Commissioners
 City Administrator
 Community Development Director

Finance Director
 HR Director
 IT Director
 Police Chief

Public Services Director
 Recreation Director
 City Clerk
 Fire Chief

ADDITIONAL COMMENTS: Presently, the subject property has not yet been assigned a “City” Future Land Use Designation or a “City” zoning category. Applicant is requesting the City to assign a future land use designation of Residential Low Suburban (3.5 DU/AC) to the property.

Applicant is requesting the City to assign a zoning classification of R-1A (Residential) to the property, consistent with the proposed Residential Low Suburban (3.5 DU/AC) future land use designation.

A request to assign a change of zoning to R-1A (Residential) is compatible to the adjacent zoning classifications and with the general character of abutting properties and surrounding area. The property owner is requesting the R-1A (Residential) zoning classification to accommodate the use of the property to have the potential to be single family residential and road access to create access to parcels to the south. The subject properties abut S.R. 429 to the east and the Stanton Ridge residential plat to the north, which is also owned by the Central Florida Expressway Authority. City staff supports this change of zoning request subject to the construction of a highway interchange for S.R. 429 at Plymouth Sorrento Road. This change of zoning application is being processed in conjunction with a small scale future land use amendment for Residential Low Suburban (3.5 DU/AC). The proposed use is consistent with the proposed future land use, proposed zoning district and compatible with the general character of surrounding zoning and uses.

The change of zoning application covers approximately .302 acres.

In conjunction with state requirements, staff has analyzed the proposed amendment and determined that adequate public facilities exist to support this land use change (see attached Zoning Report).

COMPREHENSIVE PLAN COMPLIANCE: The existing and proposed use of the property is consistent with the Residential Low Suburban (3.5 DU/AC) Future Land Use designation and the City’s proposed Residential Zoning so long as dwelling units are not expanded on the existing land area comprising the subject site. Site development cannot exceed the intensity allowed by the Future Land Use policies. School concurrency may occur at the time of a final development plan applicable to the subject property.

SCHOOL CAPACITY REPORT: The request is for a residential zoning classification that will only yield two residential units. A rezoning that creates a net increase equal to nine or fewer residential units is exempt from School Capacity Enhancement. School concurrency review may apply at the time a Preliminary Development Plan for residential development is submitted to the City.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on October 7, 2016.

PUBLIC HEARING SCHEDULE:

- November 8, 2016 - Planning Commission (5:30 pm)
- December 7, 2016 - City Council (7:00 pm) - 1st Reading
- December 21, 2016 – City Council (1:30 pm) - 2nd Reading

DULY ADVERTISED:

- October 28, 2016 – Public Notice and Notification
- December 9, 2016 – Ordinance Heading ¼ Page w/Map Ad

RECOMMENDATION ACTION:

The **Development Review Committee** finds the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding area, and recommends approval of the change in zoning from County A-1(Agriculture) to R-1A (Residential) for the property owned by Central Florida Expressway Authority.

The **Planning Commission**, at its meeting on November 14, 2016, found that the proposed Change of Zoning consistent with the Comprehensive Plan and Land Development Code; and recommended adoption (7-0) of the Change of Zoning from “County” A-1(Agriculture) to “City” R-1A (Residential) for the property owned by Central Florida Expressway and located at Plymouth Sorrento Road.

City Council Recommended Motion: Accept the First Reading of Ordinance No. 2533 and Hold it Over for Second Reading and Adoption on December 21, 2016.

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.

LAND USE REPORT

RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City)	Residential Low Suburban (0-3.5 du/ac)	R-1AA	Stanton Ridge residential plat owned by the Central Florida Expressway Authority.
East (County)	Rural/Agricultural (1 du/ 10 ac)	A-1	S.R. 429
South (County)	Rural/Agricultural (1 du/ 10 ac)	A-1	Single family residence
West (County)	Rural/Agricultural (1 du/ 10 ac)	A-1	Single family residence

**LAND USE & TRAFFIC
 COMPATIBILITY:**

The assigned zoning will be compatible to the residential zoned properties to the north and the subject property will have access through the Stanton Ridge residential plat, which is owned by the same property owner.

**COMPREHENSIVE
 PLAN COMPLIANCE:**

The proposed R-1A (Residential) zoning is consistent with the City’s Residential Low Suburban (3.5 DU/AC) Future Land Use designation and with the character of the surrounding area. The R-1A (Residential) zoning classification is one of the acceptable zoning categories allowed within the proposed Residential Low Suburban Future Land Use Designation. Development Plans shall not exceed the density allowed in the adopted Future Land Use Designation.

**MIXED USE-EC DISTRICT
 REQUIREMENTS:**

- Minimum Living Area: 1,600 sq. ft.
- Minimum Site Area: 10,000 sq. ft.
- Minimum Lot Width 85 ft.
- Setbacks: Front: 25 ft. (From property line)
- Rear: 10 ft. (30 ft. from residential)
- Side: 20 ft.
- Corner 25 ft.

Based on the above zoning standards, the subject parcels do comply with code requirements for the R-1A (Residential) district.

**BUFFERYARD
 REQUIREMENTS:**

1. Developments shall provide a minimum six-foot high brick, stone or decorative block finished wall adjacent to all external roadways within a minimum ten-foot landscaped bufferyard.
2. Areas adjacent to agricultural and residential uses or districts shall provide a minimum five-foot bufferyard and six-foot high brick, stone or decorative block finished wall.

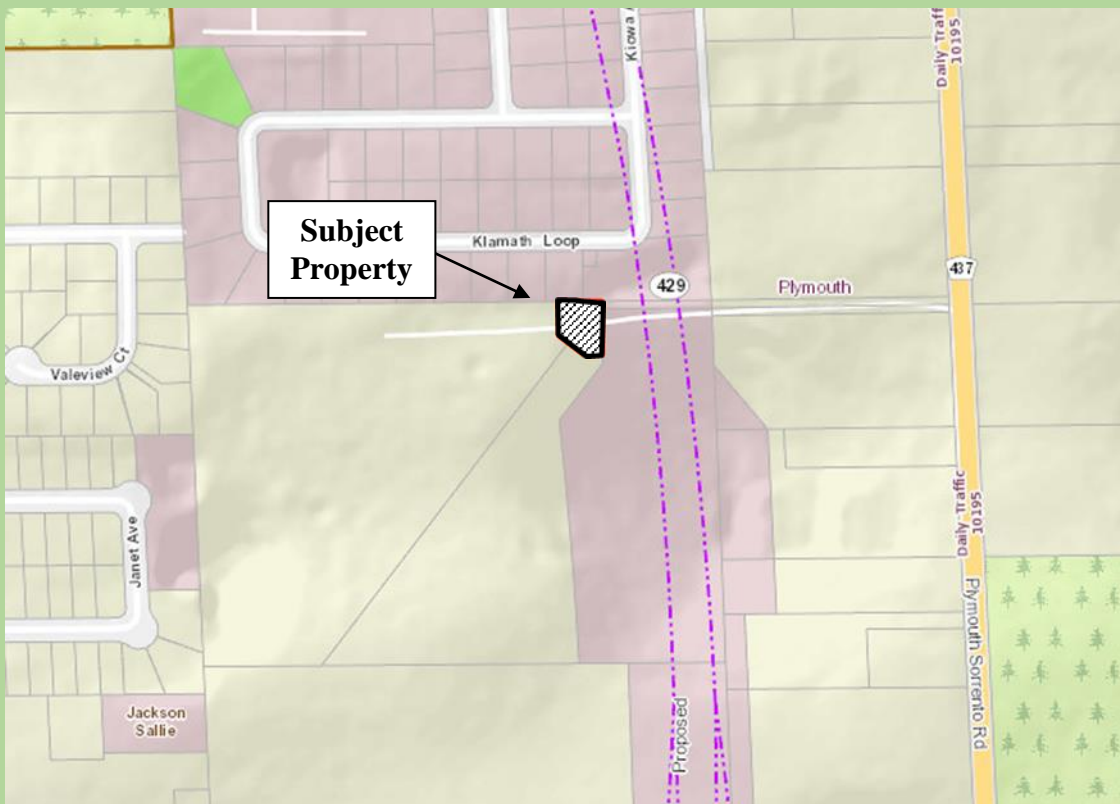
**ALLOWABLE
 USES:**

Single-family dwellings and their customary accessory structures and u Supporting infrastructure and public facilities of less than five acres.

Central Florida Expressway Authority
Property Owner
0.302 +/- Acres
Proposed Large Scale Future Land Use Amendment:
From: "County" Rural/Agricultural (1 du/10 ac)
To: "City" Residential Low Suburban (3.5 du/ac)
Proposed Change of Zoning:
From: "County" A-1
To: "City" R-1A
Parcel ID #s: 36-20-27-0000-00-126 & 36-20-27-0000-00-124

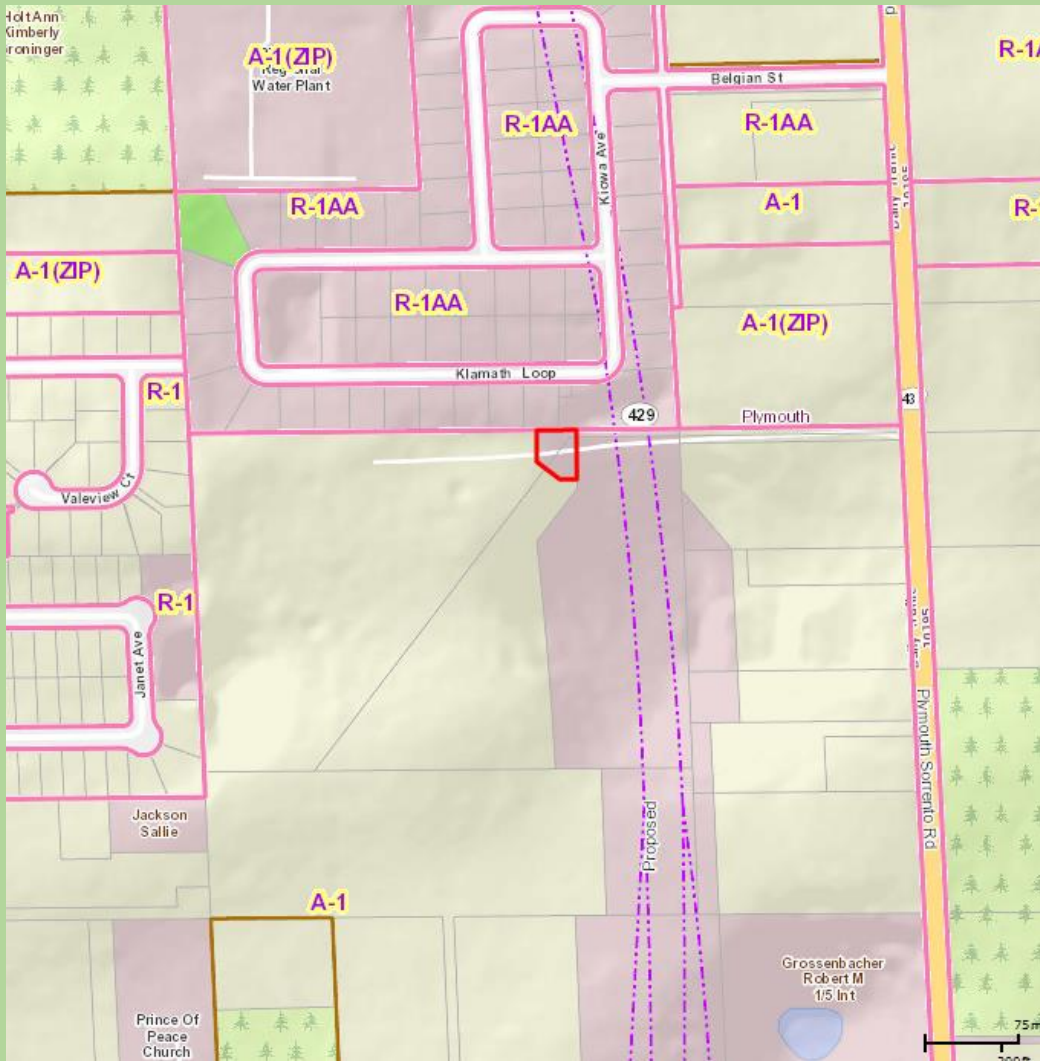


VICINITY MAP





ADJACENT ZONING





ADJACENT USES





EXISTING USES



ORDINANCE NO. 2533

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM “COUNTY” A-1 TO “CITY” R-1A FOR CERTAIN REAL PROPERTY GENERALLY LOCATED AT PLYMOUTH SORRENTO RD., COMPRISING 0.302 ACRES MORE OR LESS, AND OWNED BY CENTRAL FLORIDA EXPRESSWAY AUTHORITY; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, to manage the growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

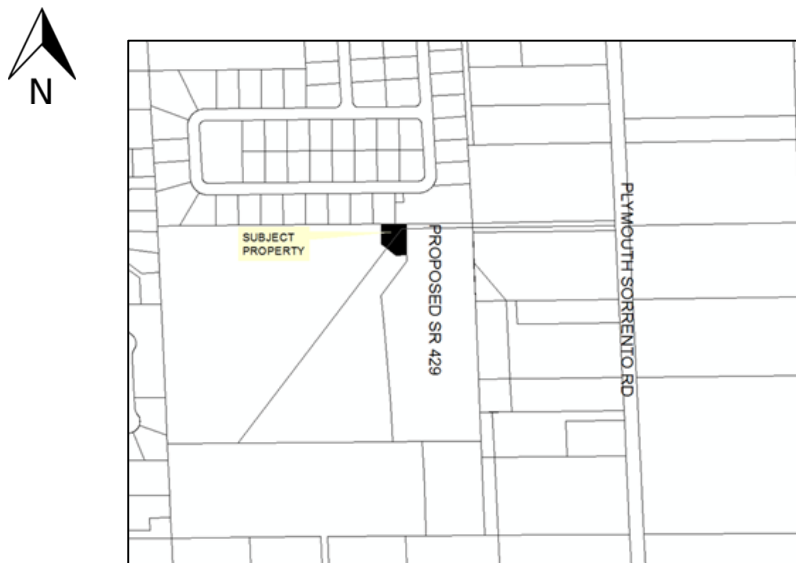
WHEREAS, the City of Apopka has requested a change in zoning on said property as identified in Section I of this ordinance; and

WHEREAS, the proposed R-1A (3.5 du/ac) zoning has been found to be consistent with the City of Apopka Comprehensive Plan, and the City of Apopka Land Development Code.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section I. That the zoning classification of the following described property, being situated in the City of Apopka, Florida, is hereby R-1A (3.5 du/ac), as defined in the Apopka Land Development Code.

Legal Description: COMM AT NE COR OF SE1/4 OF SEC 36-20-27 TH S02-14-21E 20.01 FT TO PT ON S LINE OF N 20 FT OF E 300 FT OF NE1/4 OF SE1/4 TH S89-27-24W 279.34 FT TO POB TH S00-27-45E 114.23 FT TH S89-31-59W 46.60 FT TH N52-36-26W 49.54 FT TO PT ON WLY LINE OF LANDS DESC IN OR 8943/2342 TH N37-23-29E 106.13 FT TO A PT ON AFORESAID S LINE TH N89-27-24E 20.58 FT TO POB and COMM AT NE COR OF SE1/4 OF SEC 36-20-27 T S89-28-38W 278.71 FT ALONG N LINE OF NE1/4 OF SE1/4 TO POB TH S00-27-45E 20.1 FT TO PT ON S LINE OF N 20 FT OF E 300 FT OF NE1/4 OF SE1/4 TH S89-27-24W 20.58 FT TH S37-23-29W 106.13 FT ALONG ELY LINES OF LANDS DESC IN 6077/2248 TH N52-36-26W 29.99 FT TH N00-31-19W 85.41 FT TO PT ON AFORESAID N LINE TH N89-28-38E 109.48 FT TO POB



Parcel I.D.: 36-20-27-0000-00-124 & 36-20-27-0000-00-126
Contains: 0.302 +/- Acres

ORDINANCE NO. 2533

PAGE 2

Section II. That the zoning classification is consistent with the Comprehensive Plan of the City of Apopka, Florida.

Section III. That the Community Development Director, or the Director’s designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Apopka, Florida, to include said designation.

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

Section V. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section VI. That this Ordinance shall take effect upon the effective date of adoption of Ordinance No. 2533.

READ FIRST TIME: December 7, 2016

READ SECOND TIME
AND ADOPTED: December 21, 2016

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED: October 21, 2016
 December 11, 2016

Backup material for agenda item:

5. Ordinance No. 2534 – First Reading – Comp Plan Amendment – Capital Improvements Element – Legislative Wilkes

Kyle



**CITY OF APOPKA
CITY COUNCIL**

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

MEETING OF: December 7, 2016
 FROM: Community Development
 EXHIBITS: Ordinance No. 2534
 Appendix 7-1, CIE

SUBJECT: ANNUAL UPDATE TO THE CITY’S FIVE-YEAR CAPITAL IMPROVEMENTS PLAN, AND INCORPORATING INTO THE CITY OF APOPKA, COMPREHENSIVE PLAN, CAPITAL IMPROVEMENTS ELEMENT.

REQUEST: FIRST READING OF ORDINANCE NO. 2534 - ANNUAL UPDATE TO THE CITY OF APOPKA, FIVE-YEAR CAPITAL IMPROVEMENTS PLAN AND INCORPORATE INTO THE CITY OF APOPKA COMPREHENSIVE PLAN, CAPITAL IMPROVEMENT ELEMENT; AND HOLD OVER FOR SECOND READING AND ADOPTION.

SUMMARY:

Policy 1.4 of the Apopka Comprehensive Plan’s Capital Improvements Element directs the City to update its five-year Capital Improvements Program (CIP) on an annual basis. Exhibit “A” of ordinance 2534 provides an updated list of infrastructure and other projects that are necessary to implement the City’s long-range Comprehensive Plan. Only large-scale capital projects necessary to support the Future Land Use, Transportation, Conservation, Infrastructure (i.e., potable water, sanitary sewer, reclaimed water, solid waste, stormwater), and Recreation Elements of the Comprehensive Plan are addressed within this five-year Capital Improvements Program. Other municipal services, such as Law Enforcement and Fire Protection, are not addressed in the Comprehensive Plan but are addressed in other capital improvement programs as part of the City’s fiscal management and budget process. Annual review and preparation of the City’s budget will be consistent with the City’s Five-year Capital Improvement Program.

This annual update of the five-year CIP is intended to schedule capital projects that are necessary to meet accepted levels of service (LOS), to maintain and repair failing facilities, and to provide additional infrastructure facilities and roads to meet demands generated by new growth and development. The Five-Year Capital Improvement Program only addresses major public facilities, infrastructure and road that are addressed within the City’s Comprehensive Plan – transportation, potable water, sanitary sewer, reclaimed water, recreation and parks, stormwater management and solid waste.

The proposed annual update of the City’s Five-Year CIP incorporates capital facility maintenance and capacity upgrades for the Public Services and Recreation Departments. Exhibit ‘A’ included with Ordinance No. 2534 includes the updated CIP to be incorporated as Appendix 7-1 of the Capital Improvements Element (CIE). This appendix identifies the proposed improvements, proposed financial outlays for each project, as well as funding sources.

FUNDING SOURCE: N/A

DISTRIBUTION

Mayor Kilsheimer
 Commissioners
 City Administrator
 Community Development Director

Finance Director
 HR Director
 IT Director
 Police Chief

Public Services Director
 Recreation Director
 City Clerk
 Fire Chief

Furthermore, the City of Apopka submitted a Florida Recreation Development Assistance Program grant (FRDAP) for recreation improvements to Alonzo Williams and Kit Land Nelson parks. As part of the grant submittal requirements, the City indicated support for these proposed improvements, through approval of Resolutions 2015-14 & 2015-15. The City was awarded the FRDAP grant, and as a condition of receiving funding disbursement, the City must incorporate the Kit Land Nelson and Alonzo Williams Park grant-funded improvements into the Five-Year CIP as a requirement of the FRDAP grant funding process. In addition, additional FRDAP grant funding has been requested for renovations and new construction at the Apopka Athletic Complex (AAC) in the amount of \$50,000. These proposed improvements have been incorporated into this annual update, per the aforementioned FRDAP grant application requirements.

Legislative changes in 2011 to Chapter 163, Florida Statutes allow local governments to update their five-year CIP without transmitting the amendment to the Florida Department of Economic Opportunity prior to adoption, as is required for other policy amendments or Future Land Use amendment to the Comprehensive Plan.

PUBLIC HEARING SCHEDULE:

November 14, 2016 – Planning Commission (5:30 pm)
December 7, 2016 – City Council 1st Reading (1:30 pm)
December 21, 2016 – City Council 2nd Reading (7:00 pm)

DULY ADVERTISED:

October 28, 2016 – Public Hearing Notice
December 9, 2016 – Ordinance Adoption Ad

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval of the annual update of the City of Apopka Five-Year Capital Improvements Plan to be incorporated into the Apopka Comprehensive Plan – Capital Improvements Element.

The **Planning Commission**, at its meeting on November 14, 2016, recommended approval (5-1) of the annual update of the City of Apopka Five-Year Capital Improvements Plan to be incorporated into the Apopka Comprehensive Plan – Capital Improvements Element.

City Council Recommended Motion: Accept the first reading of Ordinance 2534, and hold over for Second Reading and Adoption on December 21, 2016.

Note: This item is considered Legislative. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

ORDINANCE NO. 2534

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; INCORPORATING THE ANNUAL UPDATE TO THE CITY'S FIVE YEAR CAPITAL IMPROVEMENTS PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Apopka, Florida, on October 2, 1991 adopted Ordinance No. 653 which adopted the Comprehensive Plan for the City of Apopka; and

WHEREAS, the City of Apopka has subsequently amended the Comprehensive Plan for the City of Apopka, most recently through Ordinance No. 2524; and

WHEREAS, the City of Apopka's Local Planning Agency and the City Council have conducted the prerequisite advertised public hearings, as per Chapter 163, Florida Statutes, relative to the adoption of this ordinance and the requirements for amendment to the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Apopka, Florida, as follows:

SECTION I: The City of Apopka hereby amends the Capital Improvements Element of the adopted Comprehensive Plan as follows:

The Capital Improvements Element is hereby amended to incorporate annual updates to the Five Year Capital Improvements plan and replaced in its entirety by Exhibit "A" of this Ordinance, and incorporated herein by reference.

SECTION II: 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: This Ordinance shall become effective upon adoption.

**ORDINANCE NO. 2534
PAGE 2**

ADOPTED at a regular meeting of the City Council of the City of Apopka, Florida, this
____ day of _____, 20 ____.

READ FIRST TIME: December 7, 2016

READ SECOND TIME
AND ADOPTED: _____

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

APPROVED AS TO FORM:

Cliff B. Shepard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: October 28, 2016
December 9, 2016

APPENDIX 7-1: FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS - RECREATION

Comprehensive Plan Element/Project	Source of Funding	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Totals
Concession, bathrooms, building and sidewalks at NWRC	General Fund		\$300,000					\$300,000
Parking Lot-NWRC Little League Fields			\$510,000					\$510,000
Picnic Pavilions			\$100,000		\$100,000		\$100,000	\$300,000
NWRC Ball Field Renovations		\$23,900	\$50,000	\$50,000	\$50,000			\$173,900
Fitness Equipment for Kit Land Nelson Park (with grant)								\$23,900
Bleacher Covers Over Quad 3			\$60,000					\$60,000
Tennis Court Resurfacing – NWRC						\$50,000		\$50,000
Basketball Resurfacing – NWRC						\$50,000		\$50,000
Lk. Ave. Park – Playground, Pavilion, Shade Structure					\$350,000			\$350,000
Old Little League Fields New Park						\$200,000		\$200,000
NWRC Scoreboards for (1) Quad				\$30,000	\$30,000			\$60,000
New ball fields (Baseball, soccer, etc.)					\$2,200,000			\$2,200,000
Alonzo Williams Park Improvements (Contingent upon CDBG grant award)				\$50,000				\$50,000
TOTAL GENERAL FUND		\$23,900	\$1,100,000	\$2,630,000	\$450,000	\$0	\$100,000	\$3,205,000

Comprehensive Plan Element/Project	Source of Funding	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Totals
Recreation Splash Pad at NWRC	Recreation Impact Fund					\$400,000		\$400,000
Skate Park			\$300,000					\$300,000
Playground at Apopka Athletic Complex (AAC)			\$75,000					\$75,000
Splash Pad w/ Restrooms (Kit Land Nelson Park)		\$750,000						\$750,000
Park Lot - NWRC				\$267,000	\$865,000		\$1,165,000	\$2,297,000
TOTAL RECREATION IMPACT FUND		\$750,000	\$375,000	\$267,000	\$865,000	\$400,000	\$1,650,000	\$4,307,000
Alonzo Williams Community Center Bldg.	CDBG		\$750,000					\$750,000
TOTAL CDBG			\$750,000					\$750,000
Alonzo Williams Park ¹ Renovations	FRDAP Grant	\$28,000						\$28,000
Alonzo Williams Park New Construction ²		\$22,000						\$22,000
Kit Land Nelson Park Renovations ³		\$3,700						\$3,700
Kit Land Nelson Park New Construction ⁴		\$42,500						\$42,500
AAC Renovations ⁵			\$17,000					\$17,000
AAC New Construction ⁶			\$33,000					\$33,000
Old Little League Fields New Park Construction						\$200,000		
TOTAL FRDAP GRANT FUNDS		\$96,200	\$50,000	\$0	\$200,000	\$0	\$0	\$346,200

¹ Resurfacing, irrigation, drinking fountain, picnic facilities

² Playground, security lighting

³ Resurfacing, tennis court maintenance, drinking fountain, picnic facilities, miscellaneous maintenance

⁴ New playground, bike rack, picnic facilities

⁵ Restrooms, playground surface materials, baseball dugout shelters, drinking fountain & picnic facilities

⁶ Playground, landscaping, picnic facilities

Comprehensive Plan Element/Project	Source of Funding	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Totals
Gymnasium/Aquatic Center (GO Bond)	Other Funds		\$20,000,000					\$20,000,000
Fitness Equipment for Kit Land Nelson Park/Outdoor Fitness Grant		\$9,560						\$9,560
TOTAL OTHER FUNDS		\$9,560	\$20,000,000	\$0	\$0	\$0	\$0	\$20,009,560

APPENDIX 7-1 (CONT'D) : FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS - PUBLIC SERVICES

Comprehensive Plan Element/Project	Source of Funding	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Totals
Downtown Parking Lot	CRA	\$200,000						\$200,000
Downtown Park Lot Upgrades			\$500,000					\$500,000
TOTAL CRA FUND								\$700,000
Brick Streets, Repair & Restoration	Street Improvement Fund		\$500,000					\$500,000
Equipment (3412 Streets-6400)		\$60,000	\$60,000	\$60,000	\$50,000	\$50,000	\$50,000	\$330,000
New Sidewalk & Curb Construction (3412 Streets-6304)		\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$300,000
Paving & Resurfacing (3412 Streets-6304)		\$600,000	\$600,000	\$600,000	\$600,000	\$600,000		\$3,000,000
8 th Street Complex (Renovation/or Relocate) Split with 3412/3513/3181)		\$300,000						\$300,000
TOTAL STREET IMPROVEMENT FUND		\$1,010,000	\$1,410,000	\$710,000	\$700,000	\$700,000	\$100,000	\$4,630,000

Comprehensive Plan Element/Project	Source of Funding	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Totals
6 th Street Reconstruction & Downtown Related Street Improvements, Central Ave to US 441	Traffic Impact Fee	\$500,000	\$500,000	\$1,000,000				\$2,000,000
Bradshaw Rd US 441 Traffic Signal		\$400,000						\$400,000
Peterson Rd (End of pavement to Hermit Smirth Rd) 2 lanes				\$750,000				\$750,000
Maine Ave, Martin St to Old Dixie Hwy (2 lanes)					\$1,000,000			\$1,000,000
Martin St, Maine Ave between Park Ave					\$1,600,000			\$1,600,000
Marden Rd (Keene Rd to CR 437A) 2 lanes, Urban Section Improvement		\$500,000	\$500,000					\$100,000
New Sidewalks		\$50,000	\$50,000	\$50,000	\$50,000	\$50,000		\$250,000
Rogers Rd, Lester Rd to Ponkan Rd				\$1,400,000				\$1,400,000
Old Dixie (Hawthorne Ave to Schopke Lester Rd) turn lane, curb, gutter		\$1,000,000						\$1,000,000
Sheeler Ave/Cleveland St Intersection Improvement (turn lanes/traffic light)			\$500,000					\$500,000
Plymouth Rd/Yothers Rd Intersection Improvements		\$500,000						\$500,000

Comprehensive Plan Element/Project	Source of Funding	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Totals
Piedmont-Wekiwa Rd/Greenacres Rd (Traffic Light)	Traffic Impact Fee (Cont'd)			\$350,000				\$350,000
TOTAL TRAFFIC IMPACT FUND		\$2,950,000	\$1,550,000	\$3,550,000	\$2,650,000	\$50,000	\$0	\$9,850,000
Drainage Upgrading – Citywide (6308)	Stormwater Fund	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$2,100,000
TOTAL STORMWATER FUND		\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$2,100,000
Miscellaneous Water Mains (2)	Water Impact Fund	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
TOTAL WATER IMPACT FUND		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$600,000
Binion Rd RWM, IFAS to Ocoee Apopka Rd, 5,329 LF,	Reclaim Fund				\$511,584			\$511,584
16" Golden Gem Reuse Station HSP						\$6,500,000		\$6,500,000
Keene Rd RWM, Marden Rd to Ocoee Apopka Rd, 4,413 LF, 36"		\$794,340						\$794,340
Kelly Park Rd RMW II, Jason Dwelley Pkwy to Rock Springs Rd 16", 8,801 LF (2)				\$705,000				\$705,000
Kelly Park Rd RWM, Golden Gem Rd to Round Lake Rd 24"			\$371,400					\$371,400

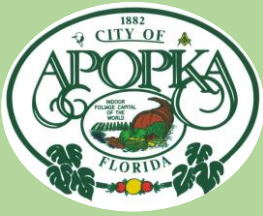
Comprehensive Plan Element/Project	Source of Funding	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Totals
Miscellaneous RWM (5)	Reclaim Fund (Cont'd)	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$600,000
Northwest Reclaim Water Pump Station, 2 @ \$3,000			\$700,000					\$700,000
Northwest Reclaim Water Pond 2 & 3		\$250,000						\$250,000
Ocoee Apopka Rd, RWM, Harmon Rd to Alston Bay Blvd, 2,500 LF, 30"		\$412,500						\$412,500
Ocoee Apopka Rd RWM, Keene Rd to Alston Bay Blvd, 4,000 LF 30"		\$660,000						\$600,000
Plymouth Sorrento Rd RWM, Yothers Rd to Ponkan Rd, 4,654 LF 24" (2)			\$670,176					\$670,176
Ocoee Apopka Rd RWM, Keene Rd to Binion Rd, 3,500 LF 30"		\$308,000						\$308,000
Plymouth Sorrento Rd RWM, Ponkan Rd to Kelly Park Rd 2,745 LF, 20" (2)			\$645,000					\$645,000
TOTAL RELAIM FUND		\$2,524,840	\$2,486,576	\$805,000	\$611,584	\$6,600,000	\$100,000	\$13,128,000

Comprehensive Plan Element/Project	Source of Funding	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Totals
Grossenbacher WTP, Replace Well	Water Impact Fee				\$910,000			\$910,000
Haas Rd WM, Mt. Plymouth Rd to Round Lake Rd, 22,708 LF 12" (1)					\$1,634,976			\$1,634,976
Kelly Park Rd WM, Golden Gem Rd to Round Lake Rd, 4,035 LF 16" (1)			\$387,360					\$387,360
Kelly Park Rd WM, Plymouth Sorrento Rd to Golden Gem, 6,672 LF 12" (1)		\$400,320						\$400,320
Miscellaneous Water Mains (2)		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$600,000
Mt. Plymouth Water Plant (Well #1) modifications and improvements		\$700,000						\$700,000
Mt. Plymouth Water Plant (Well #4) modifications and improvements			\$900,000					\$900,000
NW WTP (1 MG Storage Tank) (1)				\$850,000				\$850,000
Plymouth Sorrento Rd WM Ponkan Rd to Kelly Park Rd, 10,720 LF 16" (1)				\$1,030,000				\$1,030,000

Comprehensive Plan Element/Project	Source of Funding	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Totals
Plymouth Sorrento Rd WM, Yothers Rd to Ponkan Rd, 5,423 LF 12" (1)	Water Impact Fund (Cont'd)	\$390,456						\$390,456
Plymouth Regional Water Plant, modifications and improvements Wells #1 & 2			\$900,000					\$900,000
Ponkan Rd, Ponkan Pines to Golden Gem 8,271 LF 12"			\$595,572					\$595,572
Sheeler Oaks WTP 65T .75 MG (1)			\$750,000					\$750,000
Southwest Water Plant (1)						\$4,500,000		\$4,500,000
US 441 WM, Roger Williams Rd to Sheeler Rd (1)				\$240,000				\$240,000
TOTAL WATER IMPACT FUND			\$1,590,776	\$2,245,572	\$2,220,000	\$2,644,976	\$4,600,000	\$100,000
Martin's Pond Improvements	Other Funds (TBD)							TBD
TOTAL OTHER FUNDS								TBD

Backup material for agenda item:

6. Ordinance No. 2535 – First Reading – Change of Zoning - Quasi-Judicial
Kyle Wilkes



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER: Ordinance

MEETING OF: December 7, 2016
 FROM: Community Development
 EXHIBITS: Zoning Report
 Vicinity Map
 Adjacent Zoning Map
 Adjacent Uses Map
 Existing Uses Map
 Ordinance No.2535

SUBJECT: ORDINANCE NO. 2535 – CHANGE OF ZONING – JACK AND JOYCE CRAVEY

REQUEST: FIRST READING OF ORDINANCE NO. 2535 – CHANGE OF ZONING – JACK & JOYCE CRAVEY - FROM “COUNTY: A-1 (ZIP) TO “CITY” AG (AGRICULTURE) (PARCEL ID NOS. 24-20-27-0000-00-056; 24-20-27-0000-00-112); AND HOLD OVER FOR SECOND READING AND ADOPTION.

SUMMARY:

OWNER/APPLICANT: Jack & Joyce Cravey
LOCATION: West of Phils Lane, east of Golden Gem Road (3815 Phils Ln. and 3827 Hideaway Road)
EXISTING USE: Manufactured home
PROPOSED LAND USE: Rural Settlement (0 – 1 du/5 ac) (Note: This change of zoning amendment is being processed along with a large scale future land use amendment.
CURRENT ZONING: “County” A-1 (ZIP)
PROPOSED DEVELOPMENT: Single-family residential or manufactured home
TRACT SIZE: 15.04 +/- acres
MAXIMUM ALLOWABLE DEVELOPMENT: EXISTING: 1 Unit
 PROPOSED: 3 Units

FUNDING SOURCE:

N/A

DISTRIBUTION

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

ADDITIONAL COMMENTS: The subject parcels were annexed into the City of Apopka on May 4, 2016, through adoption of Ordinance 2495.

The applicant requests a change of zoning to assign an AG (Agriculture) zoning classification to the properties. The requested AG zoning classification compatible to the adjacent zoning classifications and with the general character of abutting properties and surrounding area. The property owner is requesting the AG zoning classification to accommodate the use of the property for existing manufactured and proposed single-family and/or manufactured home residences. The applicant intends to split the lot for two residences. This use is consistent with the existing future land use, proposed zoning district and compatible with the general character of surrounding zoning and uses.

The change of zoning application covers approximately 15.04 acres.

In conjunction with state requirements, staff has analyzed the proposed amendment and determined that adequate public facilities exist to support this land use change (see attached Zoning Report).

COMPREHENSIVE PLAN COMPLIANCE: The existing and proposed use of the property is consistent with the Rural Settlement (0-1 du/5 ac) Future Land Use designation and the City’s proposed AG Zoning classification. Site development cannot exceed the intensity allowed by the Future Land Use policies.

SCHOOL CAPACITY REPORT: The request for a change of zoning to AG (Agriculture) will result in a number of potential units that will be considered de minimus; therefore, school capacity determination is not required.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on October 14, 2016

PUBLIC HEARING SCHEDULE:

- November 14, 2016 - Planning Commission (5:30 pm)
- December 7, 2016 - City Council (7:00 pm) - 1st Reading
- December 16, 2016 – City Council (1:30 pm) - 2nd Reading

DULY ADVERTISED:

- October 28, 2016 – Public Notice and Notification
- December 9, 2016 – Ordinance Heading Ad w/Map/¼ Page w/Map Ad

RECOMMENDATION ACTION:

The **Development Review Committee** finds the proposed change of zoning consistent with the Comprehensive Plan, Land Development Code and compatible with the character of the surrounding area, and recommends adoption of the change in zoning from “County” A-1 (ZIP) to “City” AG (Agriculture) for the property owned by Jack & Joyce Cravey.

The **Planning Commission**, at its meeting on November 14, 2016, found the proposed change of zoning consistent with the Comprehensive Plan, Land Development Code and compatible with the character of the surrounding area, and recommended adoption of the change in zoning from “County” A-1 (ZIP) to “City” AG (Agriculture) for the property owned by Jack & Joyce Cravey, and subject to City Council adopting a Future Land Use Designation of “Rural Settlement” for this property.

City Council Recommended Motion: Accept the First Reading of Ordinance No. 2535 and Hold it Over for Second Reading and Adoption on December 21, 2016.

Note: This item is considered Quasi-Judicial. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

ZONING REPORT

RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (County)	Rural (0-1 du/10)	A-1	Limited Access R-O-W (SR 429)
East (County)	Rural (0-1 du/10 ac)	A-2	Limited Access R-O-W (SR 429)
South (County)	Rural (0-1 du/10 ac)	A-2	Vacant
West (City)	Rural Settlement (0-1 du/5 ac)	AG	Vacant

LAND USE &

TRAFFIC COMPATIBILITY: The subject property has access to local roadways (Phils Lane and Hideaway Lane).

**COMPREHENSIVE
 PLAN COMPLIANCE:**

The proposed I-1 zoning is consistent with the City’s Rural Settlement (0-1 du/5 ac) Future Land Use designation and with the character of the surrounding area and future proposed development. The AG zoning classification is one of the acceptable zoning categories allowed within the Rural Settlement Future Land Use designation. Development Plans shall not exceed the density allowed in the adopted Future Land Use Designation.

**AG DISTRICT
 REQUIREMENTS:**

- Minimum Living Area: 1,200 sq. ft. (Single-family)
 400 sq. ft. (Mobile home)
- Minimum Site Area: 5 acres
- Minimum Lot Width: NA
- Setbacks: Front: 25 ft.
- Rear: 25 ft.
- Side: 25 ft.
- Corner: 25 ft.

Based on the above zoning standards, the subject parcels comply with code requirements for the AG district.

**BUFFERYARD
 REQUIREMENTS:**

Uses including, but not limited to, kennels, livestock barn stables, and other similar uses shall be a minimum of 100 feet from all property lines. Apiaries shall be located 200 feet from any property line. All other yard setbacks shall be 25 feet from the property line.

**ALLOWABLE
USES:**

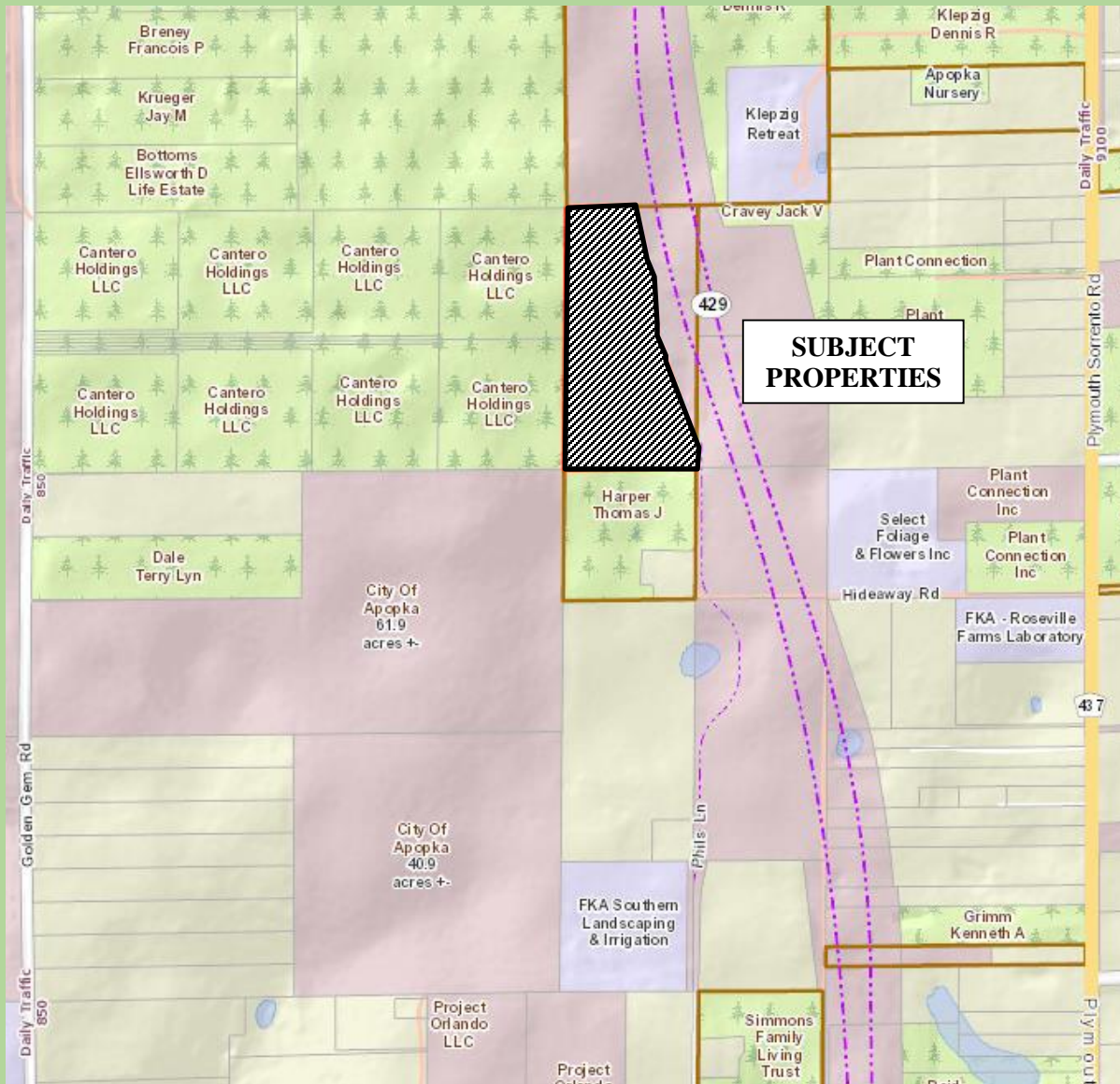
Single-family dwellings, including mobile homes, and their customary accessory structures and uses in accordance with article VII of this Code, Apiaries, crop and animal production (and the buildings and structures necessary to support such production). Livestock barns and stables, kennels, commercial wholesale foliage plant production nursery, kennels, office building and accessory buildings in conjunction with commercial agriculture uses for packing, shopping, and storage purposes.

Jack & Joyce Cravey
Property Owner
15.04 +/- Acres
Proposed Large Scale Future Land Use Amendment:
From: "County" Rural (0 – 1 du/10 ac)
To: "City" Rural Settlement (0 – 1 du/5 ac)
Proposed Change of Zoning:
From: "County" A-1 (ZIP)
To: "City" AG



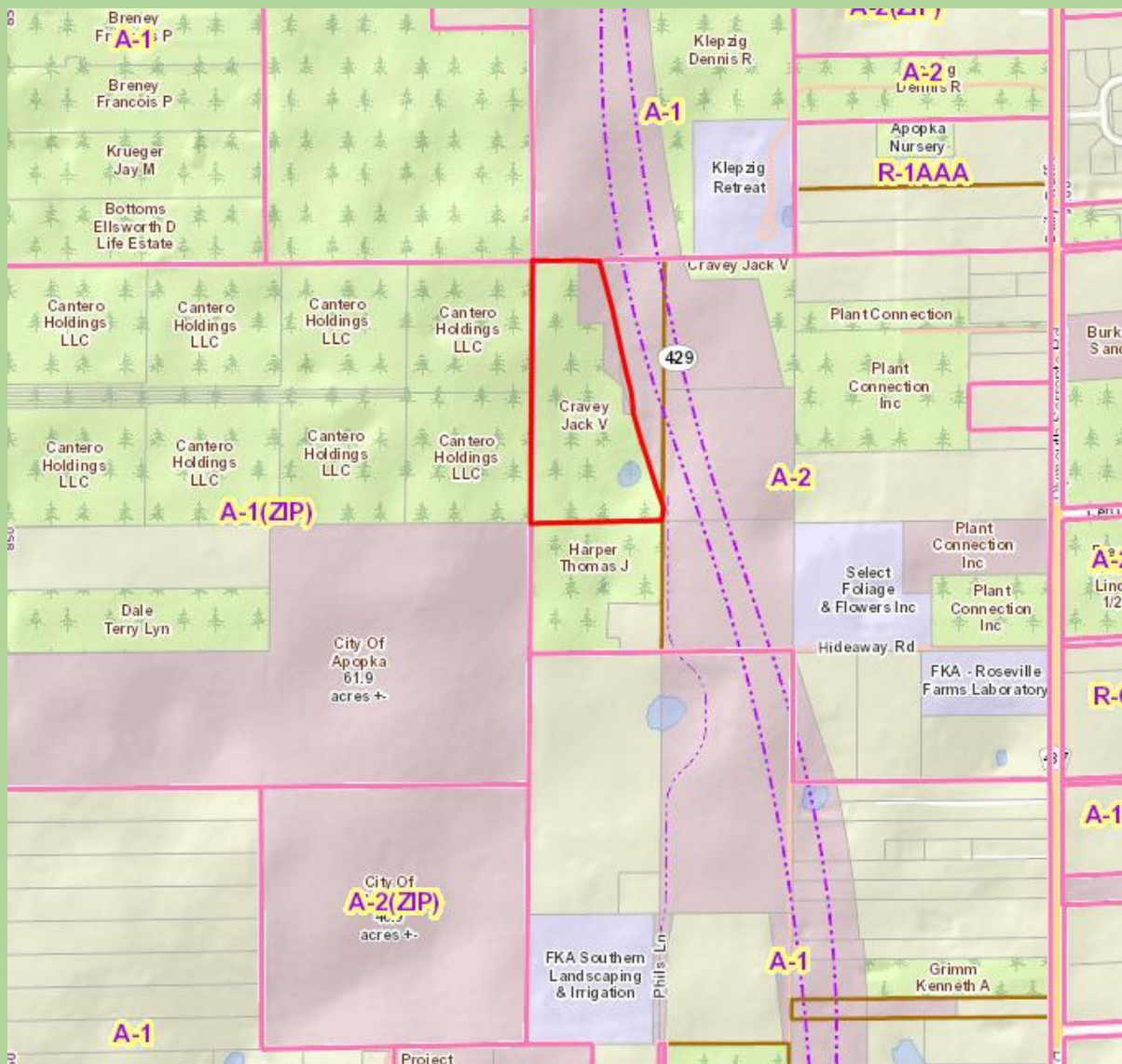
Parcel ID #s: 24-20-27-0000-00-056 & 24-20-27-0000-00-112

VICINITY MAP





ADJACENT ZONING



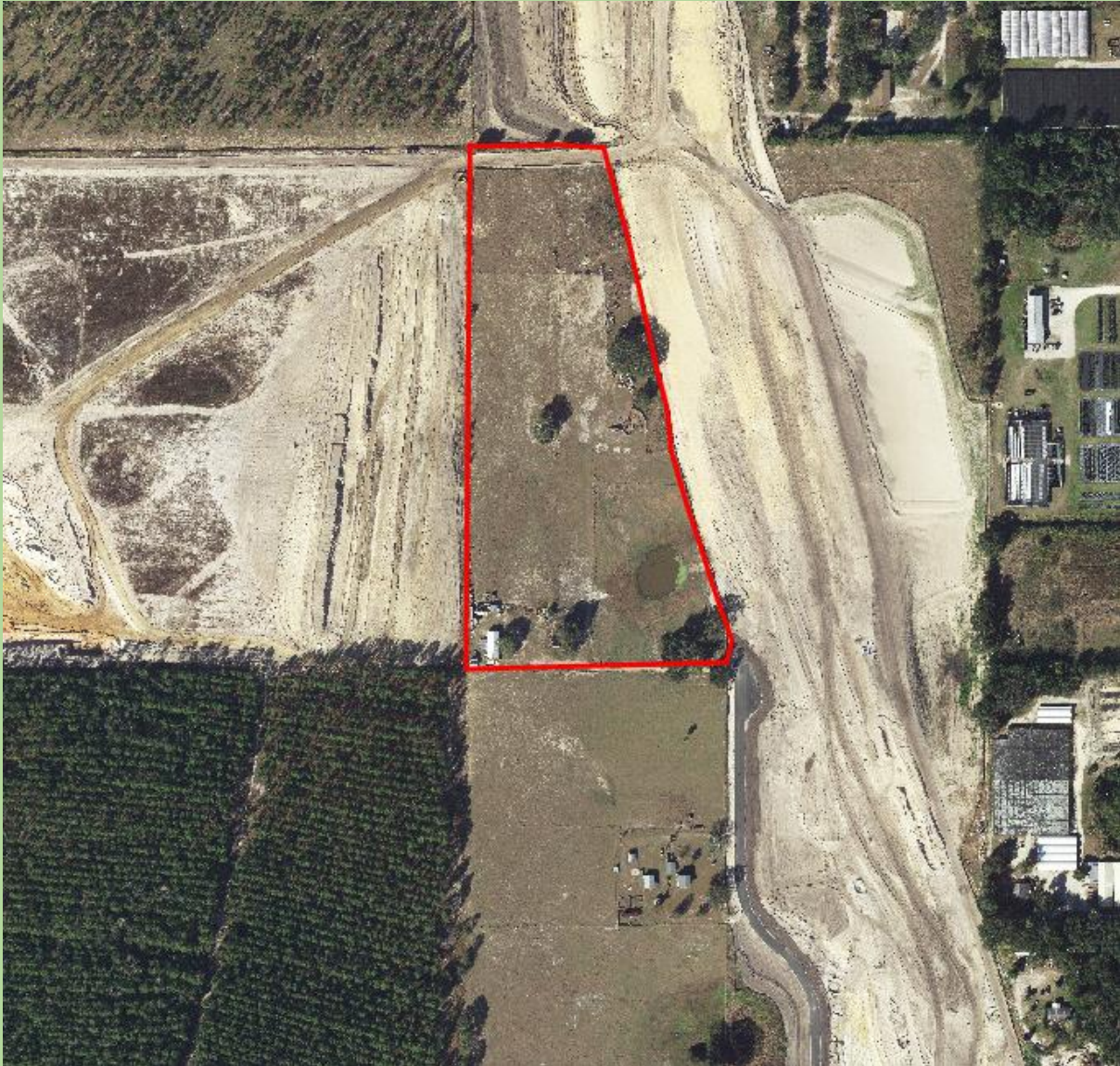


ADJACENT USES





EXISTING USES



ORDINANCE NO. 2535

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM “COUNTY” A-1 (ZIP) TO “CITY” AG (AGRICULTURE) FOR CERTAIN REAL PROPERTY GENERALLY LOCATED WEST OF PHILS LANE, EAST OF GOLDEN GEM ROAD, COMPRISING 15.04 ACRES MORE OR LESS, AND OWNED BY JACK AND JOYCE CRAVEY; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, to manage the growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

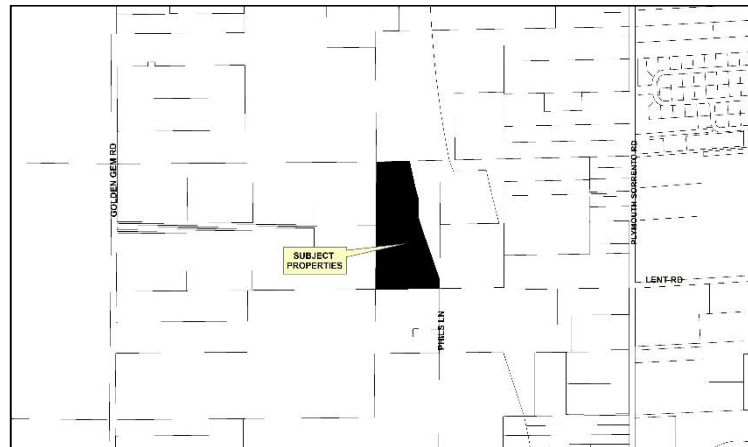
WHEREAS, the City of Apopka has requested a change in zoning on said property as identified in Section I of this ordinance; and

WHEREAS, the proposed AG (Agriculture) zoning has been found to be consistent with the City of Apopka Comprehensive Plan, and the City of Apopka Land Development Code.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section I. That the zoning classification of the following described property, being situated in the City of Apopka, Florida, is hereby AG (Agriculture), as defined in the Apopka Land Development Code.

Legal Description:



Parcel I.D.s: 24-20-27-0000-00-056; 24-20-27-0000-00-112
Contains: 15.04 +/- Acres

Section II. That the zoning classification is consistent with the Comprehensive Plan of the City of Apopka, Florida.

Section III. That the Community Development Director, or the Director’s designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Apopka, Florida, to include said designation.

ORDINANCE NO. 2535

PAGE 2

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

Section V. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section VI. That this Ordinance shall take effect upon the effective date of adoption of Ordinance No. 2499.

READ FIRST TIME: December 7, 2016

READ SECOND TIME
AND ADOPTED: December 21, 2016

Joseph E. Kilsheimer, Mayor

ATTEST:

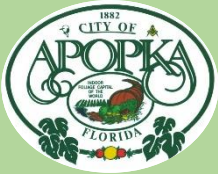
Linda Goff, City Clerk

DULY ADVERTISED: October 21, 2016
 December 11, 2016

Backup material for agenda item:

7. Ordinance No. 2536 – First Reading – Small Scale Future Land Use Amendment - Legislative Wilkes

Kyle



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: December 7, 2016
 FROM: Community Development
 EXHIBITS: Land Use Report
 Vicinity Map
 Adjacent Zoning Map
 Adjacent Use Map
 Existing Uses Map
 Ordinance No. 2536

SUBJECT: ORDINANCE NO. 2536 – SMALL SCALE - FUTURE LAND USE AMENDMENT – MARSHALL HOWARD

REQUEST: FIRST READING OF ORDINANCE NO. 2536 – SMALL SCALE – FUTURE LAND USE AMENDMENT – MARSHALL HOWARD – FROM RESIDENTIAL HIGH (0-15 DU/AC) TO COMMERCIAL (MAX. 0.25 FAR) (PARCEL ID NO. 13-21-28-5300-03-100; AND HOLD OVER FOR SECOND READING AND ADOPTION.

SUMMARY:

OWNER/APPLICANT: Marshall Howard c/o Khaled Akkawi

LOCATION: 1351 Tropical Circle (generally located north of Kenneth Street, east of S Orange Blossom Trail).

EXISTING USE: Mobile Home Park (Tropicana Mobile Home Park)

CURRENT ZONING: R-3 (Residential)

PROPOSED ZONING: “City” C-1 (Retail Commercial) (Note: this Future Land Use Map amendment request is being processed along with a request to change the Zoning Map designation from R-3 (Residential) to C-1 (Retail Commercial).

PROPOSED DEVELOPMENT: Expansion of commercial space for the Shoot Straight business

TRACT SIZE: 3.8 +/- acres

MAXIMUM ALLOWABLE DEVELOPMENT: EXISTING: 58 residential units
 PROPOSED: 41,382 Sq. Ft.

FUNDING SOURCE:

N/A

DISTRIBUTION

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

ADDITIONAL COMMENTS: The subject parcel was annexed into the City of Apopka on December 16, 1992, through the adoption of Ordinance No. 751. The proposed Small-Scale Future Land Use Amendment is being requested by the owner/applicant. Pursuant to Florida law, properties containing less than ten acres are eligible to be processed as a small-scale amendment. Such process does not require review by State planning agencies.

A request to assign a C-1 (Restricted Industrial) zoning category to the Property is being processed in conjunction with this future land use amendment request for an Industrial designation. The FLUM amendment application covers approximately 3.8 acres and the current use of the property is for a mobile home park. After a Future Land Use Designation and Zoning Category are assigned to the subject property, property owner intends to incorporate them into the abutting Shoot Straight C-1 (Retail Commercial) to the west, which is consistent with the allowable uses within the C-1 zoning district.

In conjunction with state requirements, staff has analyzed the proposed amendment and determined that adequate public facilities exist to support this land use change (see attached Land Use Report).

COMPREHENSIVE PLAN COMPLIANCE: The existing use of a mobile home park is a legal, non-conforming use with the current land use and zoning categories. However, the proposed use of the property is consistent with the proposed Commercial Future Land Use designation and the proposed C-1 Zoning designation. Site development cannot exceed the intensity allowed by the Future Land Use policies.

SCHOOL CAPACITY REPORT: Because this Future Land Use Amendment represents a change to a non-residential designation, notification of Orange County Public Schools is not required.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on October 14, 2016.

PUBLIC HEARING SCHEDULE:

November 14, 2016 – Planning Commission (5:30 pm)
December 7, 2016 - City Council (1:30 pm) - 1st Reading
December 21, 2016 – City Council (7:00 pm) - 2nd Reading

DULY ADVERTISED:

October 28, 2016 – Public Notice and Notification
December 9, 2016 – Ordinance Heading & ¼ Page w/Map Ad

RECOMMENDATION ACTION:

The **Development Review Committee** finds the proposed amendment consistent with the Comprehensive Plan and recommends adoption of the change in Future Land Use Residential High (0-15 du/ac) to Commercial (0.25 FAR) for the property owned by Marshall Howard.

The **Planning Commission**, at its meeting on November 14, 2016, found that the proposed Small Scale Future Land Use Amendment consistent with the Comprehensive Plan and Land Development Code; and recommended adoption of the Small Scale Future Land Use Amendment from Residential High (0 - 15 du/ac) to Commercial (max 0.25 FAR) for the properties owned Marshall Howard.

City Council Recommended Motion: Accept the First Reading of Ordinance No. 2536 and Hold it Over for Second Reading and Adoption on December 21, 2016.

Note: This item is considered Legislative. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

LAND USE REPORT

I. RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City)	Residential Medium (0-10 du/ac)	A-1 (ZIP)	Vacant
East (County)	Rural (0-1 du/10 ac)	A-1	Vacant
South (City)	Commercial (max 0.25 FAR)	C-2	R-O-W, Retail & Billboard
West (City)	Commercial (max 0.25 FAR)	C-1	Retail & Gun Range (Shoot Straight)

II. LAND USE ANALYSIS

The general character of the area surrounding the subject property is commercial and residential. Lands to the east have single-family residential, which lands to the north are vacant. Properties to the south and west have a Future Land Use Designation of Commercial. The properties to the south contain retail uses and a billboard; abutting properties to the west are used presently for the Shoot Straight indoor gun range and firearm sales. The proposed future land use request is consistent with the adjacent future land use designations, as well as consistent with uses in the surrounding area.

Wekiva River Protection Area: No
 Area of Critical State Concern: No
 DRI / FQD: No

JPA: The City of Apopka and Orange County entered into a Joint Planning Area (JPA) agreement on October 26, 2004. The subject property is located within the “Core Area” of the JPA. The proposed FLUM Amendment from “County” Low-Medium Density Residential (10 du/ac) to City “Industrial” is consistent with the intent of the Core Area JPA.

Wekiva Parkway and Protection Act: The proposed amendment has been evaluated against the adopted Wekiva Study Area Comprehensive Plan policies. The proposed amendment is consistent with the adopted mandates and requirements. The proposed Future Land Use Map (FLUM) amendment has been reviewed against the best available data, with regard to aquifer and groundwater resources. The City of Apopka's adopted Comprehensive Plan addresses aquifer recharge and stormwater run-off through the following policies:

- Future Land Use Element, Policies 4.16, 14.4, 15.1, 16.2 and 18.2
- Infrastructure Element, Policies 1.5.5, 4.2.7, 4.4, 4.4.1, 4.4.2 and 4.4.3
- Conservation Element, Policy 3.18

The Karst Topography Features Map from the Florida Department of Environmental Protection shows that there are karst features on the subject property.

Analysis of the character of the Property: The subject property has access to a city residential roadway (Kenneth Street), which has access to S Orange Blossom Trail. A mobile home park is located on the subject property. The vegetative communities present are urban; the soils present are St. Lucie and Zolfo-Urban Land Complex.

Analysis of the relationship of the amendment to the population projections: This property was annexed into the City on August 23, 1983. The Orange County Comprehensive Plan anticipated this property being developed with potential of up to fifty-seven residential units. Because this proposed land use change is to a non-residential development, this amendment will impact the population projections in the City's Comprehensive Plan.

CALCULATIONS:

ADOPTED (City designation): 57 Unit(s) x 2.659 p/h = 285 persons
PROPOSED (City designation): 0 Unit(s) x 2.659 p/h = 0 persons

Housing Needs: Within the city limits and within the vicinity of this Property, sufficient undeveloped lands are assigned residential land use designations. These undeveloped residential properties can adequately accommodate future population anticipated to occur within the city limits.

Transportation: The City of Apopka is a Transportation Concurrency Exception Area. Refer to Chapter 3 of the City of Apopka 2010 Comprehensive Plan.

1. Roadways. The subject property has access to Kenneth St, which intersects with S Orange Blossom Tr (US 441).

Habitat for species listed as endangered, threatened or of special concern: Per policy 4.1 of the Conservation Element, a habitat study is required for developments greater than ten (10) acres in size. This site is less than ten acres and is already developed and platted. A habitat study will not be required at the time of a development plan application.

Transportation: The City of Apopka is a Transportation Concurrency Exception Area. Refer to Chapter 3 of the City of Apopka 2010 Comprehensive Plan.

Sanitary Sewer Analysis

1. Facilities serving the site; current LOS; and LOS standard: None; N/A GPD/Capita;
81 GPD / Capita

If the site is not currently served, please indicate the designated service provider: City of Apopka

2. Projected total demand under existing designation: 11,172 GPD
3. Projected total demand under proposed designation: 6,207 GPD
4. Capacity available: Yes
5. Projected LOS under existing designation: 81 GPD/Capita
6. Projected LOS under proposed designation: 81 GPD/Capita
7. Improved/expansions already programmed or needed as a result if proposed amendment: None

Potable Water Analysis

1. Facilities serving the site; current LOS; and LOS standard: City of Apopka ;
177 GPD/Capita; 177 GPD/Capita

If the site is not currently served, please indicate the designated service provider:
City of Apopka

2. Projected total demand under existing designation: 25878 GPD
3. Projected total demand under proposed designation: 8276 GPD
4. Capacity available: Yes
5. Projected LOS under existing designation: 177 GPD/Capita
6. Projected LOS under proposed designation: 177 GPD/Capita
7. Improved/expansions already programmed or needed as a result of the proposed amendment:
None
8. Parcel located within the reclaimed water service area: No

Solid Waste

1. Facilities serving the site: City of Apopka
2. If the site is not currently served, please indicate the designated service provider:
City of Apopka
3. Projected LOS under existing designation: 628 lbs./person/day
4. Projected LOS under proposed designation: 83 lbs./day/1000 SF
5. Improved/expansions already programmed or needed as a result of the proposed amendment:
None

This initial review does not preclude conformance with concurrency requirements at the time of development approval.

Infrastructure Information

Water treatment plant permit number: CUP No. 3217

Permitting agency: St. John's River Water Management District

Permitted capacity of the water treatment plant(s): 21,981 mil. GPD

Total design capacity of the water treatment plant(s): 33,696 mil. GPD

Availability of distribution lines to serve the property: Yes

Availability of reuse distribution lines available to serve the property: NO

Drainage Analysis

1. Facilities serving the site: Lake Page
2. Projected LOS under existing designation: 100 year - 24 hour design storm
3. Projected LOS under proposed designation: 100 year - 24 hour design storm
4. Improvement/expansion: On-site retention/detention pond

Recreation

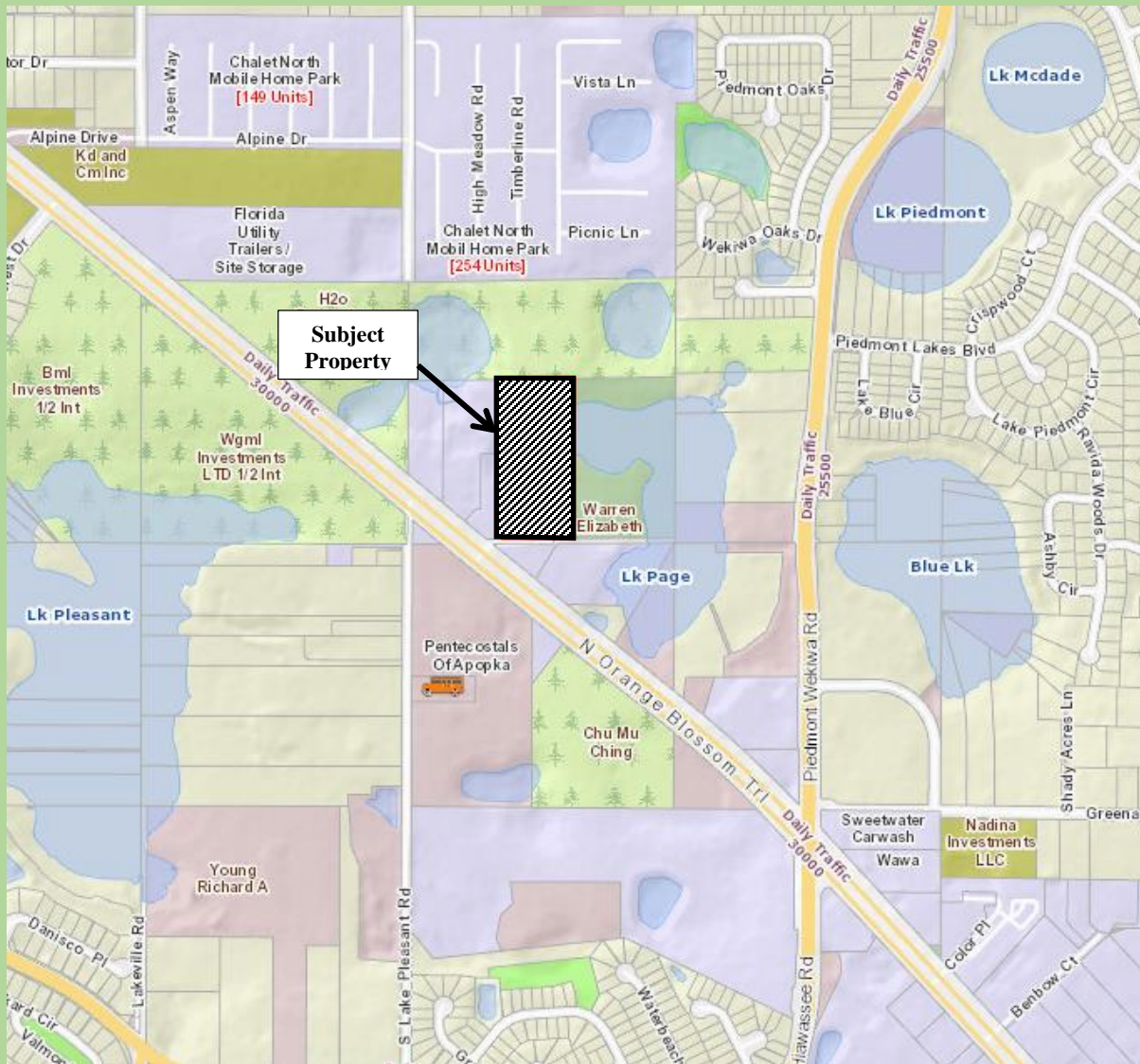
1. Facilities serving the site; LOS standard: City of Apopka Parks System; 3 AC/1000 capita
2. Projected facility under existing designation: 0.456 AC
3. Projected facility under proposed designation: N/A AC
4. Improvement/expansions already programmed or needed as a result of the proposed amendment: None

This initial review does not preclude conformance with concurrency requirements at the time of development approval.

Marshall Howard
3.8 +/- Acres
Proposed Small Scale Future Land Use Amendment:
From: Residential High (0-15 du/ac)
To: Commercial (0.25 max FAR)
Proposed Change of Zoning:
From: R-3 (Residential)
To: C-1 (Retail Commercial)
Parcel ID #: 13-21-28-5300-03-100

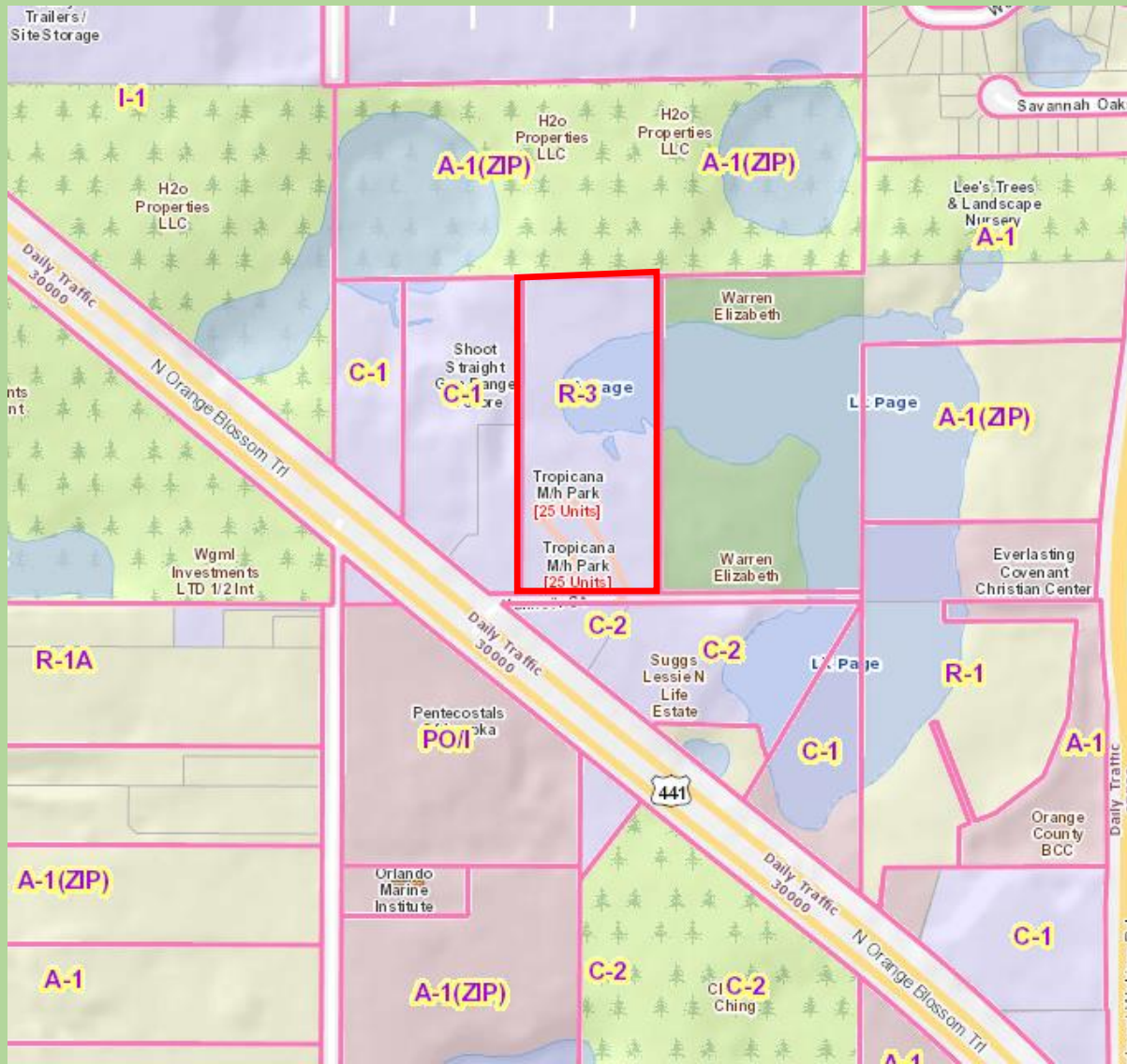


VICINITY MAP



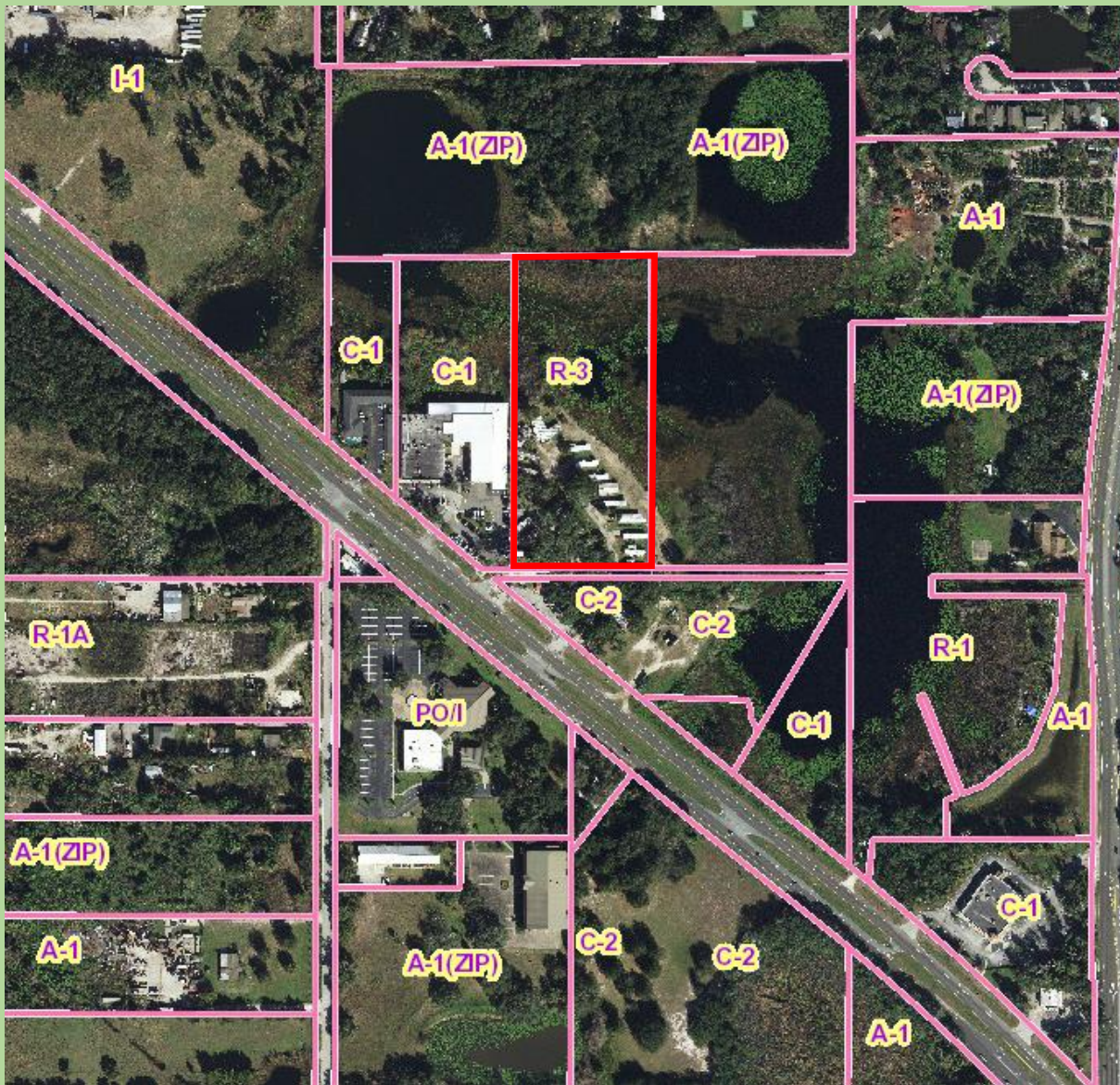


ADJACENT ZONING





ADJACENT USES





EXISTING USES



ORDINANCE NO. 2536

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING THE FUTURE LAND USE DESIGNATION FROM RESIDENTIAL HIGH (0-15 DU/AC) TO COMMERCIAL (MAX 0.25), FOR CERTAIN REAL PROPERTY LOCATED AT 1351 TROPICANA CIRCLE, COMPRISING 3.8 ACRES MORE OR LESS, AND OWNED BY MARSHALL HOWARD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Apopka adopted the Apopka Comprehensive Plan by Ordinance No. 653 on October 2, 1991, pursuant to Section 163.3184, Florida Statutes and most recently amended it by Ordinance No. 2524 on November 16, 2016; and

WHEREAS, the City of Apopka's local planning agency (Planning Commission) has, in preparation of the amended version of the Apopka Comprehensive Plan, analyzed the proposed amendment pursuant to Chapter 163, Part II, F.S., found it to be consistent with the intent of the Apopka Comprehensive Plan, and held public hearings providing for full public participation.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section I. Purpose and Intent.

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3184 and 163.3187, Florida Statutes.

Section II. Future Land Use Element.

Page 1-15 (Map 1-3) of the Future Land Use Element of the City of Apopka Comprehensive Plan, as most recently amended by Ordinance No. 2524, is amended in its entirety to change the land use from Residential High (0-15 du/ac) to Commercial (Max. 0.25 FAR), for certain real property located at 1351 Tropicana Circle, comprising 3.8 acres more or less, (Parcel No. 13-21-28-5300-03-100); as further described in Exhibit "A" attached hereto.

Section III. Applicability and Effect.

The applicability and effect of the City of Apopka Comprehensive Plan shall be as provided by the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section IV. Severability.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

ORDINANCE NO. 2536
PAGE 2

Section V. The Community Development Director is hereby authorized to amend the Future Land Use to comply with this ordinance.

Section VI. Effective Date.

This Ordinance shall become effective upon adoption.

ADOPTED at a regular meeting of the City Council of the City of Apopka, Florida, this _____ day of _____, 2016.

READ FIRST TIME: December 7, 2016

READ SECOND TIME
AND ADOPTED: December 21, 2016

Joseph E. Kilsheimer, Mayor

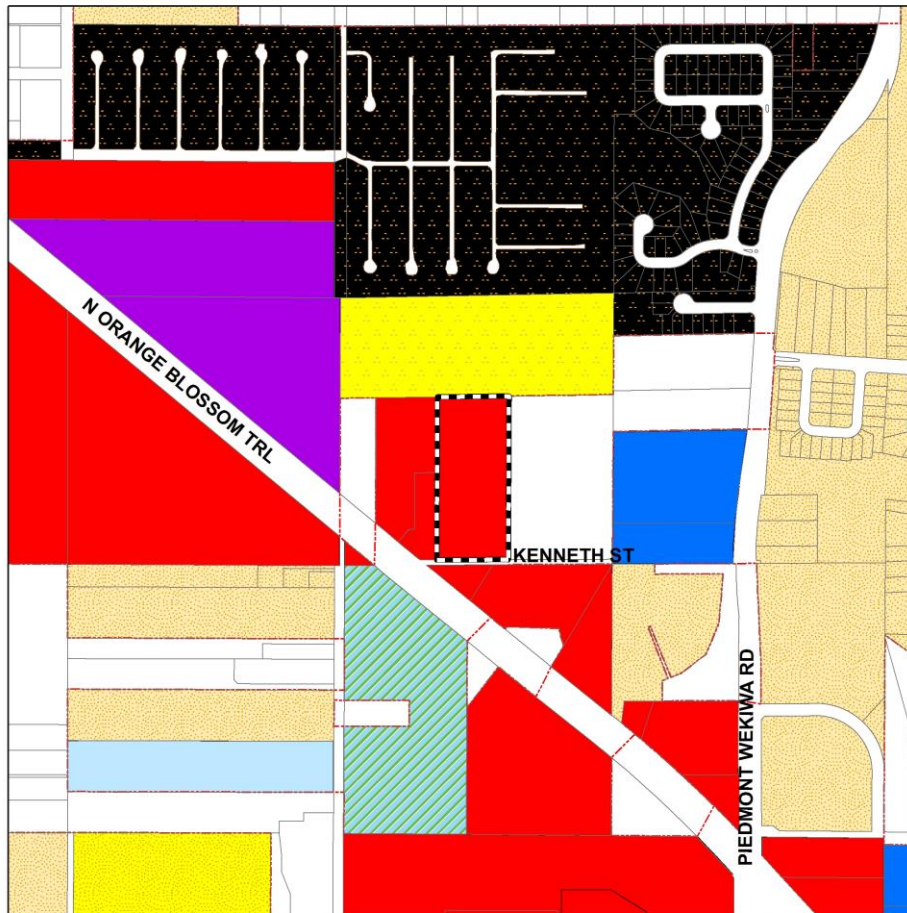
ATTEST:

Linda Goff, City Clerk

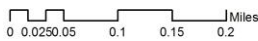
DULY ADVERTISED FOR HEARING: October 28, 2016
December 9, 2016

ORDINANCE NO. 2536

Marshall Howard
 3.8 +/- Acres
 Proposed Small Scale Future Land Use Amendment:
 From: Residential High (0-15 du/ac)
 To: Commercial (0.25 max FAR)
 Proposed Change of Zoning:
 From: R-3 (Residential)
 To: C-1 (Retail Commercial)
 Parcel ID #: 13-21-28-5300-03-100



City of Apopka
 Future Land Use Map



Source: City of Apopka and Orange County Property Appraiser
 Note: This map was compiled from the Geographic Information Service and does not reflect an actual survey.
 The City of Apopka does not assume responsibilities for errors or omissions contained herein.

Legend

- | | |
|------------------------|--------------------------|
| Subject Site | Res. Medium |
| City Boundary | Res. High |
| Res. Low | Mixed Use |
| JPA Boundary | Mixed Use* |
| Future Land Use | Office |
| Agriculture | Commercial |
| Agriculture Estates | Commercial* |
| Agriculture Homestead | Industrial |
| Rural Settlement | Industrial* |
| Res. Estates | Institutional/Public Use |
| Res. Very Low Suburban | Conservation |
| Res. Low Suburban | Parks/Recreation |
| Res. Low | ANNEX |
| Res. Medium Low | |



Backup material for agenda item:

8. Ordinance No. 2537 – First Reading – Change of Zoning - Quasi-Judicial
Kyle Wilkes



CITY OF APOPKA CITY COUNCIL

 CONSENT AGENDA
 X PUBLIC HEARING
 SPECIAL REPORTS
 X OTHER: Ordinance

MEETING OF: December 7, 2016
FROM: Community Development
EXHIBITS: Zoning Report
Vicinity Map
Adjacent Zoning Map
Adjacent Use Map
Existing Uses Map
Ordinance No.2537

SUBJECT: ORDINANCE NO. 2537 – CHANGE OF ZONING – MARSHALL HOWARD

REQUEST: FIRST READING OF ORDINANCE NO. 2537 – CHANGE OF ZONING – MARSHALL HOWARD, FROM R-3 RESIDENTIAL) TO C-1 COMMERCIAL; (PARCEL I.D. NO. 13-21-28-5300-03-100.; AND HOLD OVER FOR SECOND READING AND ADOPTION.

SUMMARY

OWNER/APPLICANT: Marshall Howard c/o Khaled Akkawi
LOCATION: 1351 Tropical Circle (generally located north of Kenneth Street, east of S Orange Blossom Trail).
EXISTING USE: Mobile Home Park (Tropicana Mobile Home Park)
PROPOSED FLUM DESIGNATION: Commercial (Max. 0.25 FAR) (NOTE: This change of zoning application is being processed in conjunction with a small scale FLUM amendment requesting Commercial (Max. 0.25 FAR).
CURRENT ZONING: R-3 (Residential)
PROPOSED DEVELOPMENT: Expansion of Shoot Straight indoor gun range & firearm sales (stocking space)
TRACT SIZE: 3.8 +/- acres
MAXIMUM ALLOWABLE DEVELOPMENT: EXISTING: 58 Units
PROPOSED: 41,382 Sq. Ft.

FUNDING SOURCE:

N/A

DISTRIBUTION

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

ADDITIONAL COMMENTS: The subject parcel was annexed into the City of Apopka on December 16, 1992 through the adoption of Ordinance No. 751.

The applicant is requesting the City to assign a zoning classification of C-1 (Retail Commercial) to the property, consistent with the proposed Commercial (Max. 0.25 FAR) future land use designation.

A request to assign a change of zoning to C-1 (Retail) is compatible to the adjacent zoning classifications and with the general character of abutting properties and surrounding area. The property owner is requesting the C-1 (Retail Commercial) zoning classification to accommodate the use of the property for the expansion of the Shoot Straight indoor gun range and firearm sales immediately adjacent to the west of the subject site. The subject properties abut a limited access highway (S.R. 414) with a planned interchange at Marden Road. This change of zoning application is being processed in conjunction with a small scale future land use amendment for Commercial (Max. 0.25 FAR). The proposed use is consistent with the proposed future land use, proposed zoning district and compatible with the general character of surrounding zoning and uses (see Land Use & Traffic Compatibility below).

The change of zoning application covers approximately 3.8 acres.

In conjunction with state requirements, staff has analyzed the proposed amendment and determined that adequate public facilities exist to support this land use change (see attached Zoning Report).

COMPREHENSIVE PLAN COMPLIANCE: The existing and proposed use of the property is consistent with the Commercial (Max. 0.25 FAR) Future Land Use designation and the City’s proposed C-1 (Retail Commercial) Zoning classification. Site development cannot exceed the intensity allowed by the Future Land Use policies.

SCHOOL CAPACITY REPORT: The request is for a non-residential zoning classification; therefore, a school capacity enhancement agreement is not required.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on October 14, 2016.

PUBLIC HEARING SCHEDULE:

- November 14, 2016 – Planning Commission (5:30 pm)
- December 7, 2016 - City Council (1:30 pm) - 1st Reading
- December 21, 2016 – City Council (7:00 pm) - 2nd Reading

DULY ADVERTISED:

- October 28, 2016 – Public Notice and Notification
- December 9, 2016 – Ordinance Heading & ¼ Page w/Map Ad

RECOMMENDATION ACTION:

The **Development Review Committee** finds the proposed change of zoning amendment consistent with the Comprehensive Plan, Land Development Code and compatible with the character of the surrounding area, and recommends adoption of the change in zoning from R-3 (Residential) to C-1 (Retail Commercial) for the property owned by Marshall Howard.

The **Planning Commission** at its meeting on November 14, 2016, recommended approval (6-0) of the Change of Zoning from R-3 (Residential) to C-1 (Retail Commercial) for property owned by Marshall Howard located at 1351 Tropical Circle, subject to the findings of the staff report.

Accept Ordinance No. 2537 and hold over for second reading and Adoption on December 21, 2016.

Note: This item is considered Quasi-Judicial. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

ZONING REPORT

RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City)	Residential Medium (0-10 du/ac)	A-1 (ZIP)	Vacant
East (County)	Rural (0-1 du/10 ac)	A-1	Vacant
South (City)	Commercial (max 0.25 FAR)	C-2	R-O-W, Retail & Billboard
West (City)	Commercial (max 0.25 FAR)	C-1	Retail & Gun Range (Shoot Straight)

**LAND USE & TRAFFIC
 COMPATIBILITY:**

The subject property fronts and is accessed by a local roadway (Kenneth Street), which has access to S Orange Blossom Trail.

**COMPREHENSIVE
 PLAN COMPLIANCE:**

The proposed C-1 (Retail Commercial) zoning is consistent with the City’s Commercial (Max. 0.25 FAR) Future Land Use designation and with the character of the surrounding area and future proposed development. The C-1 (Retail Commercial) zoning classification is one of the acceptable zoning categories allowed within the proposed Commercial Future Land Use Designation. Development Plans shall not exceed the density allowed in the adopted Future Land Use Designation.

**C-1 DISTRICT
 REQUIREMENTS:**

- Minimum Living Area: NA
- Minimum Site Area: 10,000 sq. ft.
- Minimum Lot Width 100 ft.
- Setbacks: Front: 10 ft. (From property line)
- Rear: 10 ft. (30 ft. from residential)
- Side: 10 ft.
- Corner 15 ft.

Based on the above zoning standards, the subject parcels comply with code requirements for the C-1 (Retail Commercial) district.

**BUFFERYARD
 REQUIREMENTS:**

1. Areas adjacent to all road rights-of-way shall provide a minimum ten-foot landscaped bufferyard.
2. Areas adjacent to agricultural and residential uses or districts shall provide a minimum six-foot-high masonry wall within a ten-foot landscaped bufferyard.
3. Areas adjacent to nonresidential uses or districts shall provide a minimum five-foot landscaped bufferyard.

ALLOWABLE

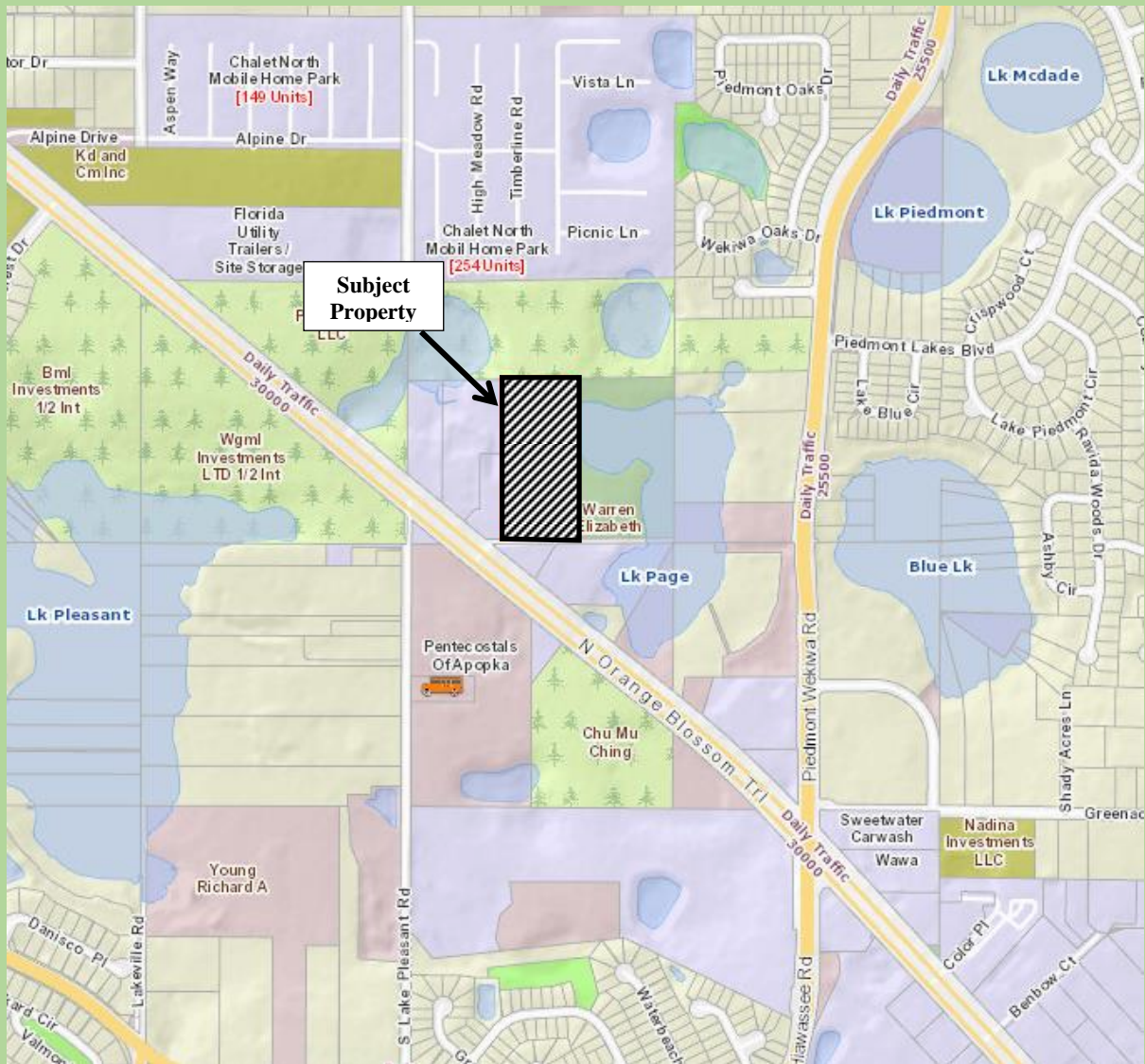
USES:

Any nonresidential permitted use in the PO/I or CN districts. Retail establishments, banks, savings and loan and other financial institutions. Bowling alleys, skating rinks, billiard parlors and similar amusement centers, provided such activities and facilities are enclosed within a sound-proof building. Churches and schools, day nurseries, kindergartens and other child care centers. Restaurants, hotels/motels, bed and breakfast facilities and other uses which are similar and compatible to the uses permitted herein which adhere to the intents of the district and which are not prohibited.

Marshall Howard
3.8 +/- Acres
Proposed Small Scale Future Land Use Amendment:
From: Residential High (0-15 du/ac)
To: Commercial (0.25 max FAR)
Proposed Change of Zoning:
From: R-3 (Residential)
To: C-1 (Retail Commercial)
Parcel ID #: 13-21-28-5300-03-100

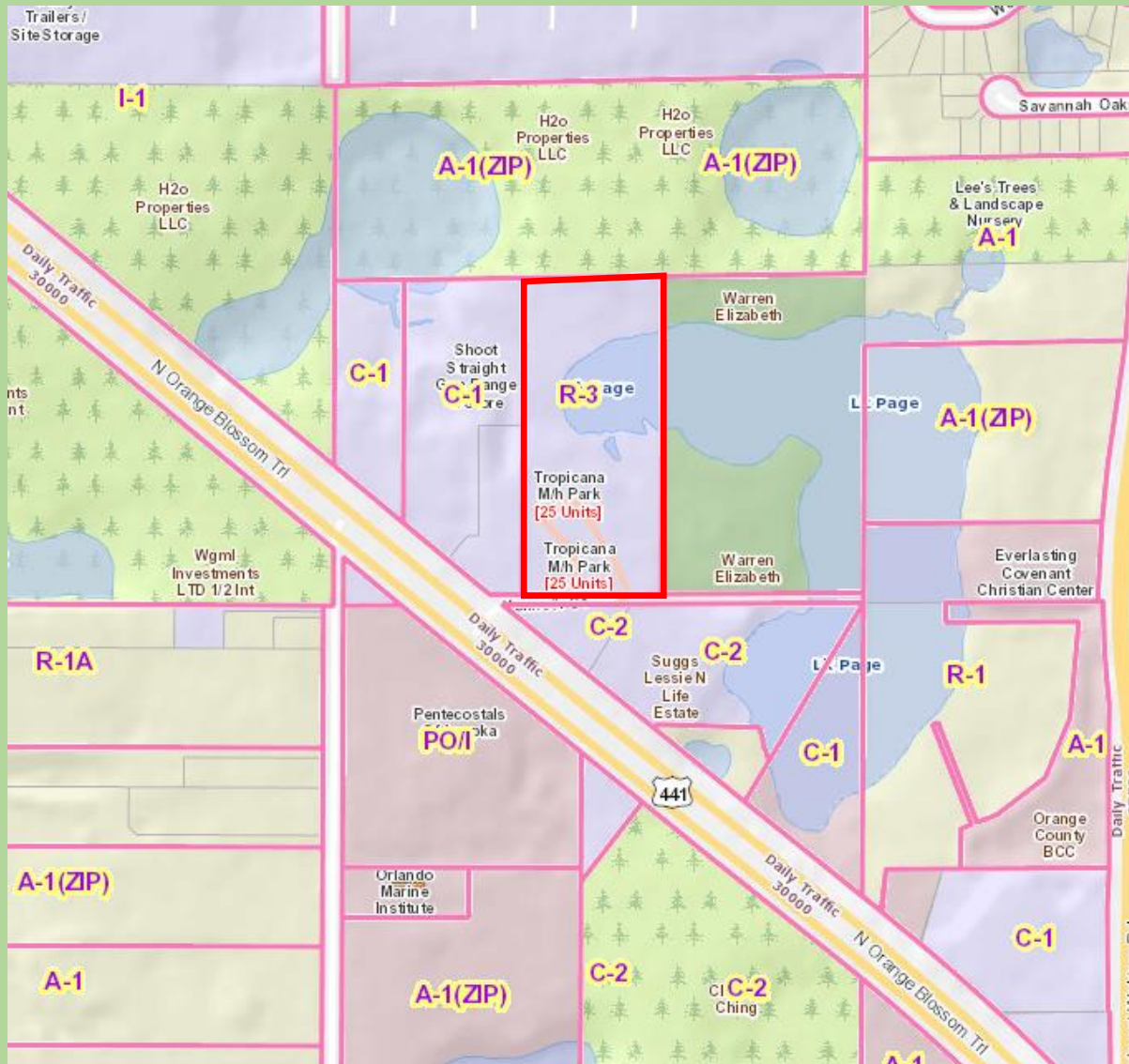


VICINITY MAP



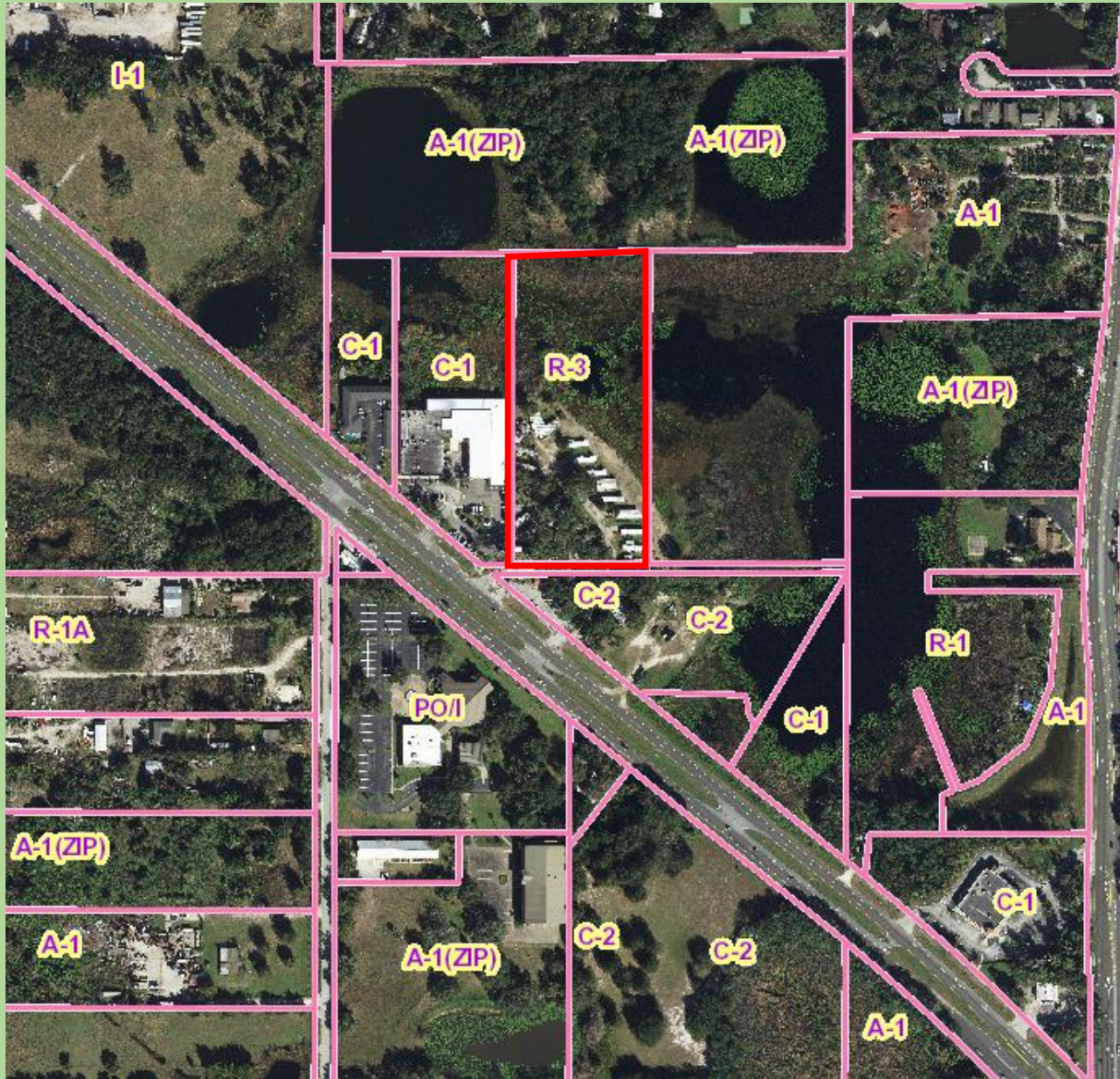


ADJACENT ZONING





ADJACENT USES





EXISTING USES



ORDINANCE NO. 2537

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM R-3 (RESIDENTIAL) TO C-1 (RETAIL COMMERCIAL) FOR CERTAIN REAL PROPERTY GENERALLY LOCATED EAST OF ORANGE BLOSSOM TRAIL, NORTH OF KENNETH STREET, COMPRISING 3.8 ACRES MORE OR LESS, AND OWNED BY MARSHALL HOWARD; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, to manage the growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

WHEREAS, the City of Apopka has requested a change in zoning on said property as identified in Section I of this ordinance; and

WHEREAS, the proposed C-1 (Retail Commercial) zoning has been found to be consistent with the City of Apopka Comprehensive Plan, and the City of Apopka Land Development Code.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section I. That the zoning classification of the following described property, being situated in the City of Apopka, Florida, is hereby C-1 (Retail Commercial), as defined in the Apopka Land Development Code.

Legal Description:

F B LYNCHS SUB H/88 LOTS 10 THROUGH 16 & UNPLATTED PORTION
LYING N OF SAID LOTS BLK C Parcel I.D: 13-21-28-5300-01-100
Contains: 3.8 +/- Acres

Section II. That the zoning classification is consistent with the Comprehensive Plan of the City of Apopka, Florida.

Section III. That the Community Development Director, or the Director's designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Apopka, Florida, to include said designation.

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

Section V. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section VI. That this Ordinance shall take effect upon adoption of Ordinance No. 2536.

READ FIRST TIME: December 7, 2016

READ SECOND TIME
AND ADOPTED: December 21, 2016

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED: October 28, 2016
 December 9, 2016

Backup material for agenda item:

9. Ordinance No. 2538 – First Reading – Small Scale Future Land Use Amendment - Legislative Wilkes

Kyle



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER:

MEETING OF: December 7, 2016
 FROM: Community Development
 EXHIBITS: Land Use Report
 Vicinity Map
 Adjacent Zoning Map
 Adjacent Uses Map
 Existing Uses Map
 Ordinance No. 2538

SUBJECT: ORDINANCE NO. 2538 – COMPREHENSIVE PLAN – SMALL SCALE – FUTURE LAND USE AMENDMENT – PROPERTY INDUSTRIAL ENTERPRISES, LLC

REQUEST: FIRST READING OF ORDINANCE NO. 2538 – SMALL SCALE – FUTURE LAND USE AMENDMENT – PROPERTY INDUSTRIAL ENTERPRISES, LLC – FROM “COUNTY” LOW-MEDIUM DENSITY RESIDENTIAL (0-10 DU/AC) TO “CITY” INDUSTRIAL (MAX. 0.6 FAR) (PARCEL ID NOS. 09-21-28-0868-01-230; 09-21-28-0868-01-240); AND HOLD OVER FOR SECOND READING AND ADOPTION.

SUMMARY:

OWNER/APPLICANT: Property Industrial Enterprises, LLC, c/o Michael Cooper
LOCATION: 202 South Hawthorne Ave & 300 West 2nd Street (South of West 2nd Street, west of South Hawthorne Avenue, and south of West Orange Blossom Trail/CSX Railroad Line)
EXISTING USE: Vacant
CURRENT ZONING: “County” R-2 (ZIP)
PROPOSED ZONING: “City” I-1 (Restricted Industrial) (Note: this Future Land Use Map amendment request is being processed along with a request to change the Zoning Map designation from “County” R-2 (ZIP) to “City” I-1 (Restricted Industrial)).
PROPOSED DEVELOPMENT: Industrial, Commercial or Office Development consistent with I-1 (Restricted Industrial) zoning
TRACT SIZE: 0.74 +/- acre
MAXIMUM ALLOWABLE DEVELOPMENT: EXISTING: 2 Residential Units (subject properties are platted as 2 lots)
 PROPOSED: 10,977 Sq. Ft.

DISTRIBUTION

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

ADDITIONAL COMMENTS: The subject parcel was annexed into the City of Apopka on December 2, 2015, through the adoption of Ordinances No. 241 and 2462. The proposed Small-Scale Future Land Use Amendment is being requested by the owner/applicant. Pursuant to Florida law, properties containing less than ten acres are eligible to be processed as a small-scale amendment. Such process does not require review by State planning agencies.

A request to assign an I-1 (Restricted Industrial) zoning category to the Property is being processed in conjunction with this future land use amendment request for an Industrial designation. The FLUM amendment application covers approximately 0.74 acres, exceeding the minimum development site area of 15,000 sq. ft. Abutting lands to the north, west and south are already owned by the same property owner as the applicant and assigned an Industrial FLUM designation. After a Future Land Use Designation and Zoning Category are assigned to the subject property, property owner intends to incorporate them into the abutting industrial park under the same ownership. The property owner intends to use the subject site for industrial, commercial or office development consistent with Industrial FLUM designation and I-1 zoning category.

In conjunction with state requirements, staff has analyzed the proposed amendment and determined that adequate public facilities exist to support this land use change (see attached Land Use Report).

COMPREHENSIVE PLAN COMPLIANCE: The existing and proposed use of the property is consistent with the Industrial Future Land Use designation and the City’s proposed I-1 Zoning designation. Site development cannot exceed the intensity allowed by the Future Land Use policies.

SCHOOL CAPACITY REPORT: Because this Future Land Use Amendment represents a change to a non-residential designation, notification of Orange County Public Schools is not required.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on October 14, 2016.

PUBLIC HEARING SCHEDULE:

- November 14, 2016 – Planning Commission (5:30 pm)
- December 7, 2016 - City Council (1:30 pm) - 1st Reading
- December 21, 2016 – City Council (7:00 pm) - 2nd Reading

DULY ADVERTISED:

- October 28, 2016 – Public Notice and Notification
- December 9, 2016 – Ordinance Heading & ¼ Page w/Map Ad

RECOMMENDATION ACTION:

The **Development Review Committee** finds the proposed amendment consistent with the Comprehensive Plan and recommends approval of the change in Future Land Use from “County” Low-Medium Density Residential (0-10 du/ac) to “City” Industrial (0.6 FAR) for the property owned by Property Industrial Enterprises, LLC, and located at 202 South Hawthorne Avenue and 300 West 2nd Street.

The **Planning Commission**, at its meeting on November 14, 2106, found that the future land use amendment consistent with the Comprehensive Plan and recommended adoption of the small scale future land use amendment from “County” Low Medium Residential (0-10 du/ac) to “City” Industrial (max 0.60 FAR), for properties owned by Property Industrial Enterprises, LLC and located at 202 South Hawthorne Avenue and 300 West 2nd Street.

City Council Recommended Motion: Accept the First Reading of Ordinance No. 2538 and Hold it Over for Second Reading and Adoption on December 21, 2016.

Note: This item is considered legislative. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

LAND USE REPORT

I. RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City)	Industrial	I-1	Vacant Industrial\railroad tracks
East (City)	Commercial (max 0.25 FAR)	C-2	Hawthorne Ave. & Church
South (City)	Industrial	I-1	Vacant Industrial
West (City)	Industrial	I-1	Vacant Industrial

II. LAND USE ANALYSIS

The general character of the area surrounding the subject property is industrial and commercial. Lands on the east side of Hawthorne Avenue are assigned a Commercial FLUM designation. A Future Land Use Designation of Industrial (0.6 FAR) is assigned to the properties on the north, south and west sides, making the proposed Future Land Use Designation of Industrial (0.6 FAR) compatible with adjacent land uses and the general character of the surrounding area.

Wekiva River Protection Area: No
 Area of Critical State Concern: No
 DRI / FQD: No

JPA: The City of Apopka and Orange County entered into a Joint Planning Area (JPA) agreement on October 26, 2004. The subject property is located within the “Western Expressway Corridor Area” of the JPA. The proposed FLUM Amendment from “County” Low-Medium Density Residential (10 du/ac) to City “Industrial” is consistent with the intent of the Western Expressway Corridor Area JPA.

Wekiva Parkway and Protection Act: The proposed amendment has been evaluated against the adopted Wekiva Study Area Comprehensive Plan policies. The proposed amendment is consistent with the adopted mandates and requirements. The proposed Future Land Use Map (FLUM) amendment has been reviewed against the best available data, with regard to aquifer and groundwater resources. The City of Apopka's adopted Comprehensive Plan addresses aquifer recharge and stormwater run-off through the following policies:

- Future Land Use Element, Policies 4.16, 14.4, 15.1, 16.2 and 18.2
- Infrastructure Element, Policies 1.5.5, 4.2.7, 4.4, 4.4.1, 4.4.2 and 4.4.3
- Conservation Element, Policy 3.18

The Karst Topography Features Map from the Florida Department of Environmental Protection shows that there are no karst features currently known to occur on the subject property.

Analysis of the character of the Property: The subject property has access to a city collector roadway (Hawthorne Avenue) and a freight rail line. A single family residence is located on each of the subject lots. The vegetative communities present are urban; the soils present are St. Lucie and Zolfo-Urban Land Complex.

Analysis of the relationship of the amendment to the population projections: This property was annexed into the City on October 1, 2014. The Orange County Comprehensive Plan anticipated this property being developed with potential of up to sixty residential units. Because this proposed land use change accommodates non-residential development, this amendment will not impact the population projection of the City's Comprehensive Plan.

CALCULATIONS:

ADOPTED (County designation): 2 Unit(s) x 2.659 p/h = 5 persons

PROPOSED (City designation): 0 Unit(s) x 2.659 p/h = 0 persons

Housing Needs: Within the city limits and within the vicinity of this Property, sufficient undeveloped lands are assigned residential land use designations. These undeveloped residential properties can adequately accommodate future population anticipated to occur within the city limits.

Transportation: The City of Apopka is a Transportation Concurrency Exception Area. Refer to Chapter 3 of the City of Apopka 2010 Comprehensive Plan.

1. Roadways. The subject property has access to Hawthorne Avenue, which is a designated collector road. Hawthorne Avenue intersects with U.S. 441 and 4th Street. A limited access highway (S.R. 429/S.R. 451) is a mile driving distance from the subject property.

Habitat for species listed as endangered, threatened or of special concern: Per policy 4.1 of the Conservation Element, a habitat study is required for developments greater than ten (10) acres in size. This site is less than ten acres and is already developed and platted. A habitat study will not be required at the time of a development plan application.

Transportation: The City of Apopka is a Transportation Concurrency Exception Area. Refer to Chapter 3 of the City of Apopka 2010 Comprehensive Plan.

Sanitary Sewer Analysis

1. Facilities serving the site; current LOS; and LOS standard: None; N/A GPD/Capita; 81 GPD / Capita

If the site is not currently served, please indicate the designated service provider: City of Apopka

2. Projected total demand under existing designation: 392 GPD
3. Projected total demand under proposed designation: 1647 GPD
4. Capacity available: Yes
5. Projected LOS under existing designation: 81 GPD/Capita
6. Projected LOS under proposed designation: 81 GPD/Capita
7. Improved/expansions already programmed or needed as a result if proposed amendment: None

Potable Water Analysis

1. Facilities serving the site; current LOS; and LOS standard: City of Apopka; 177 GPD/Capita; 177 GPD/Capita

If the site is not currently served, please indicate the designated service provider: City of Apopka

2. Projected total demand under existing designation: 908 GPD
3. Projected total demand under proposed designation: 2195 GPD

4. Capacity available: Yes
5. Projected LOS under existing designation: 177 GPD/Capita
6. Projected LOS under proposed designation: 177 GPD/Capita
7. Improved/expansions already programmed or needed as a result of the proposed amendment: None
8. Parcel located within the reclaimed water service area: No

Solid Waste

1. Facilities serving the site: City of Apopka
2. If the site is not currently served, please indicate the designated service provider: City of Apopka
3. Projected LOS under existing designation: 20 lbs./person/day
4. Projected LOS under proposed designation: 22 lbs./day/1000 SF
5. Improved/expansions already programmed or needed as a result of the proposed amendment: None

This initial review does not preclude conformance with concurrency requirements at the time of development approval.

Infrastructure Information

Water treatment plant permit number: CUP No. 3217

Permitting agency: St. John's River Water Management District

Permitted capacity of the water treatment plant(s): 21,981 mil. GPD

Total design capacity of the water treatment plant(s): 33,696 mil. GPD

Availability of distribution lines to serve the property: Yes

Availability of reuse distribution lines available to serve the property: No

Drainage Analysis

1. Facilities serving the site: None
2. Projected LOS under existing designation: 100 year - 24 hour design storm
3. Projected LOS under proposed designation: 100 year - 24 hour design storm
4. Improvement/expansion: On-site retention/detention pond

Recreation

1. Facilities serving the site; LOS standard: City of Apopka Parks System; 3 AC/1000 capita
2. Projected facility under existing designation: 0.063 AC
3. Projected facility under proposed designation: 0.015 AC
4. Improvement/expansions already programmed or needed as a result of the proposed amendment: None

This initial review does not preclude conformance with concurrency requirements at the time of development approval.

Property Industrial Enterprises, LLC
0.74 +/- Acre
Existing Maximum Allowable Development: 2 residential dwelling units
Proposed Maximum Allowable Development: 10,977 Sq. Ft.
Proposed Small Scale Future Land Use Change
From: "County" Low-Medium Density Residential (0-10 du/ac)
To: "City" Industrial (0.30 FAR)
Proposed Zoning Change
From: "County" R-2 (ZIP)
To: "City" I-1 (Restricted Industrial)
Parcel ID #s: 09-21-28-0868-01-230 & 09-21-28-0868-01-240

VICINITY MAP



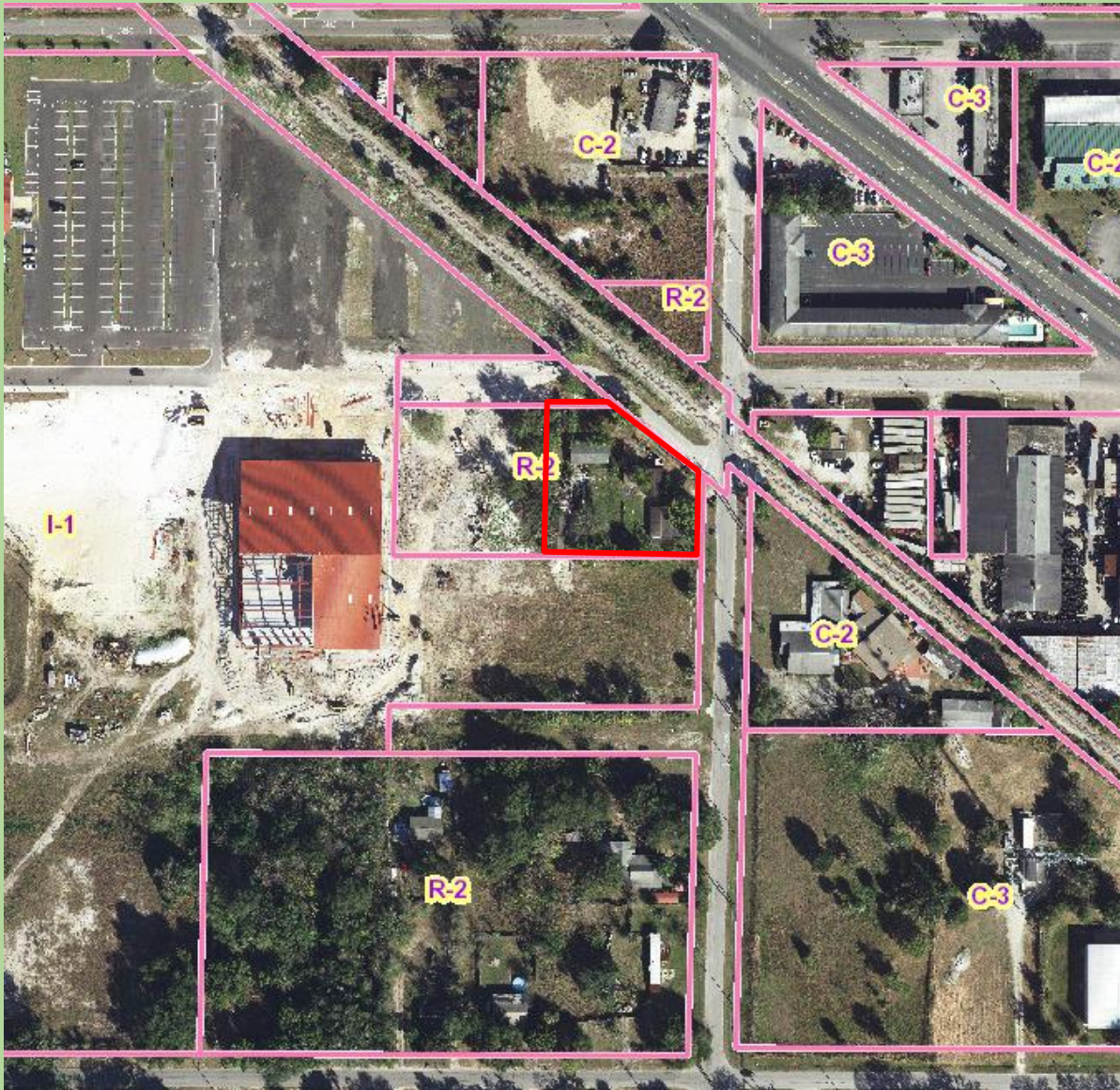


ADJACENT ZONING



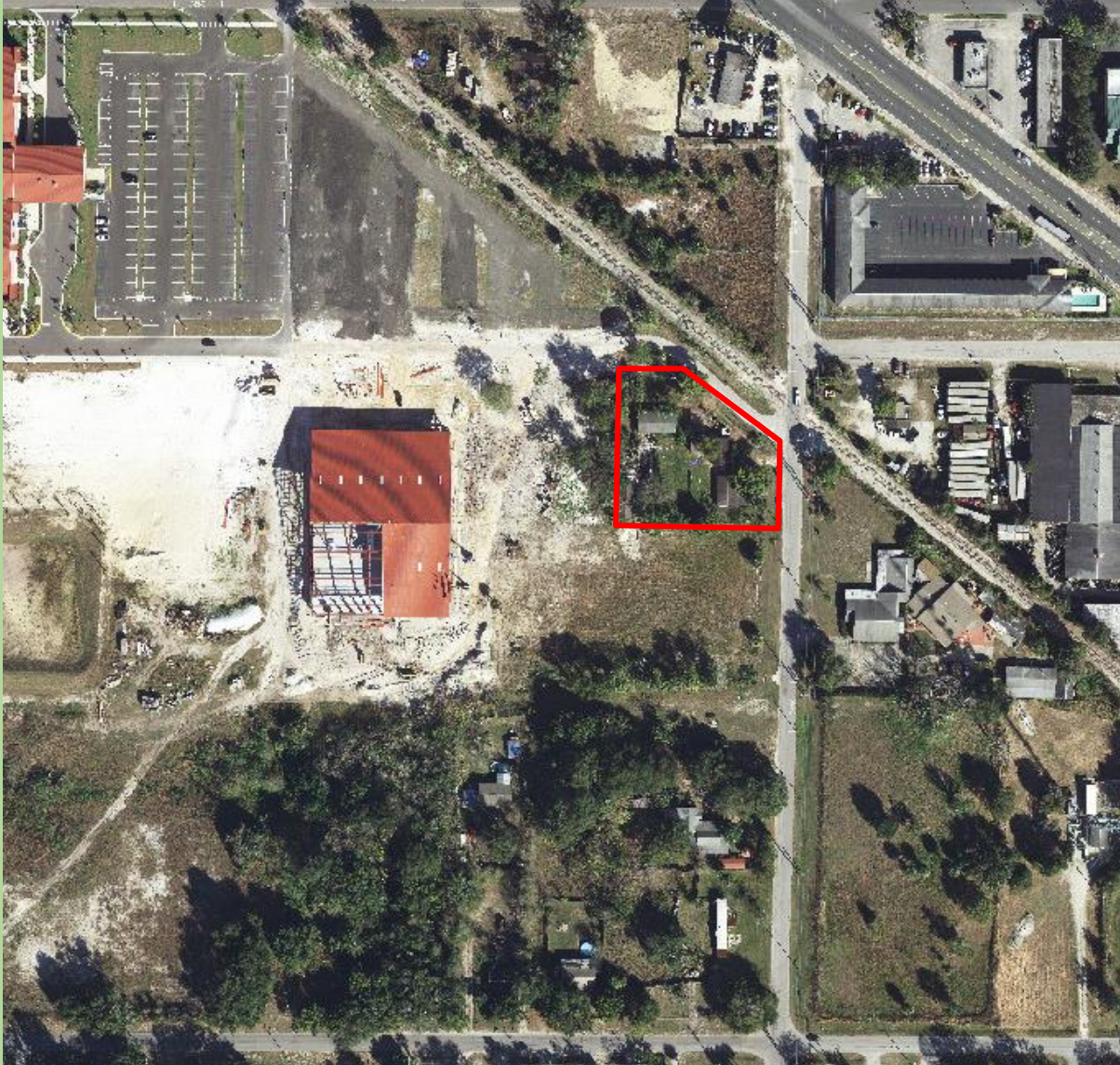


ADJACENT USES





EXISTING USES



ORDINANCE NO. 2538

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING THE FUTURE LAND USE DESIGNATION FROM “COUNTY” LOW-MEDIUM DENSITY RESIDENTIAL (0-10 DU/AC) TO “CITY” INDUSTRIAL (MAX 0.6), FOR CERTAIN REAL PROPERTY LOCATED AT 202 S HAWTHORNE AVE AND 300 W 2ND STREET, COMPRISING 0.74 ACRES MORE OR LESS, AND OWNED BY PROPERTY INDUSTRIAL ENTERPRISES LLC; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Apopka adopted the Apopka Comprehensive Plan by Ordinance No. 653 on October 2, 1991, pursuant to Section 163.3184, Florida Statutes and most recently amended it by Ordinance No. 2524 on November 16, 2016; and

WHEREAS, the City of Apopka’s local planning agency (Planning Commission) has, in preparation of the amended version of the Apopka Comprehensive Plan, analyzed the proposed amendment pursuant to Chapter 163, Part II, F.S., found it to be consistent with the intent of the Apopka Comprehensive Plan, and held public hearings providing for full public participation.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section I. Purpose and Intent.

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3184 and 163.3187, Florida Statutes.

Section II. Future Land Use Element.

Page 1-15 (Map 1-3) of the Future Land Use Element of the City of Apopka Comprehensive Plan, as most recently amended by Ordinance No. 2524, is amended in its entirety to change the land use from “County” Low-Medium Density Residential (0-10 du/ac) to “City” Industrial (Max. 0.6 FAR), for certain real property located at 202 South Hawthorne Ave & 300 W West 2nd Street, comprising 0.74 acres more or less, (Parcel No. 09-21-28-0868-01-230 & 09-21-28-0868-01-240); as further described in Exhibit “A” attached hereto.

Section III. Applicability and Effect.

The applicability and effect of the City of Apopka Comprehensive Plan shall be as provided by the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section IV. Severability.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

ORDINANCE NO. 2538
PAGE 2

Section V. The Community Development Director is hereby authorized to amend the Future Land Use to comply with this ordinance.

Section VI. Effective Date.

This Ordinance shall become effective upon adoption.

ADOPTED at a regular meeting of the City Council of the City of Apopka, Florida, this _____ day of _____, 2016.

READ FIRST TIME: December 7, 2016

READ SECOND TIME
AND ADOPTED: December 21, 2016

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED FOR HEARING: October 28, 2016
December 9, 2016

ORDINANCE NO. 2538

**Property Industrial Enterprises, LLC
0.74 +/- Acre**

Existing Maximum Allowable Development: 2 residential dwelling units

Proposed Maximum Allowable Development: 10,977 Sq. Ft.

Proposed Small Scale Future Land Use Change

From: "County" Low-Medium Density Residential (0-10 du/ac)

To: "City" Industrial (0.60 FAR)

Proposed Zoning Change

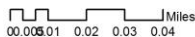
From: "County" R-2 (ZIP)

To: "City" I-1 (Restricted Industrial)

Parcel ID #s: 09-21-28-0868-01-230 & 09-21-28-0868-01-240



**City of Apopka
Future Land Use Map**



Source: City of Apopka and Orange County Property Appaisor
Note: This map was compiled from the Geographic Information Service and does not reflect an actual survey.
The City of Apopka does not assume responsibilities for errors or omissions contained hereon.

Legend

- Subject Site
- City Boundary
- JPA Boundary
- LAND_USE**
- Agriculture
- Agriculture Estates
- Agriculture Homestead
- Rural Settlement
- Res. Estates
- Res. Very Low Suburban
- Res. Low Suburban
- Res. Low
- Res. Medium Low
- Res. Medium
- Res. High
- Mixed Use
- Mixed Use*
- Office
- Commercial
- Commercial*
- Industrial
- Industrial*
- Institutional/Public Use
- Conservation
- Parks/Recreation
- ANNEX



Backup material for agenda item:

10. Ordinance No. 2539 – First Reading – Change of Zoning - Quasi-Judicial
Kyle Wilkes



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: December 7, 2016
 FROM: Community Development
 EXHIBITS: Zoning Report
 Vicinity Map
 Adjacent Zoning Map
 Adjacent Use Map
 Existing Uses Map
 Ordinance No.2539

SUBJECT: ORDINANCE NO. 2539 – CHANGE OF ZONING – PROPERTY INDUSTRIAL ENTERPRISES, LLC

REQUEST: FIRST READING OF ORDINANCE NO. 2539 – CHANGE OF ZONING – PROPERTY INDUSTRIAL ENTERPRISES, LLC, FROM “COUNTY” R-2 (ZIP) TO “CITY” I-1 (RESTRICTED INDUSTRIAL); (PARCEL I.D. NOS. 09-21-28-0868-01-230 & 09-21-28-0868-01-240); AND HOLD OVER FOR SECOND READING AND ADOPTION.

SUMMARY

OWNER/APPLICANT: Property Industrial Enterprises, LLC, c/o Michael Cooper

LOCATION: 202 S Hawthorne Street & 300 W 2nd Street

EXISTING USE: Vacant Residential

PROPOSED LAND USE: Industrial (max 0.60 FAR)

CURRENT ZONING: “County” R-2 (ZIP)

PROPOSED DEVELOPMENT: Industrial, Commercial or Office Development consistent with I-1 (Restricted Industrial) zoning

TRACT SIZE: 0.74 +/- acres

MAXIMUM ALLOWABLE DEVELOPMENT: 2 Residential Units (subject properties are platted as two lots)

PROPOSED: 14,505 Sq. Ft.

FUNDING SOURCE:

N/A

DISTRIBUTION

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

CITY COUNCIL – DECEMBER 7, 2016
PROPERTY INDUSTRIAL ENTERPRISES, LLC – CHANGE OF ZONING
PAGE 2

ADDITIONAL COMMENTS: The subject parcels were annexed into the City of Apopka on December 2, 2015, through the adoption of Ordinances No. 2461 and 2462.

The proposed change of zoning is being requested by the owner/applicant. Presently, the subject property has not yet been assigned a “City” zoning category. Applicant is requesting the City to assign a zoning classification of I-1 (Restricted Industrial) to the property.

A request to assign a change of zoning to I-1 (Restricted Industrial) is compatible to the adjacent zoning classifications and with the general character of abutting properties and surrounding area. The property owner is requesting the I-1 zoning classification to accommodate the use of the property for light industrial, commercial or office development allowed under the I-1 zoning district. This use is consistent with the proposed Industrial Future Land Use Designation, proposed zoning district and compatible with the general character of surrounding zoning and uses.

The change of zoning application covers approximately 0.74 acres.

In conjunction with state requirements, staff has analyzed the proposed amendment and determined that adequate public facilities exist to support this land use change (see attached Zoning Report).

COMPREHENSIVE PLAN COMPLIANCE: The proposed use of the property is consistent with the Industrial (max 0.60 FAR) Future Land Use designation and the City’s proposed I-1 (Restricted Industrial) Zoning classification. Site development cannot exceed the intensity allowed by the Future Land Use policies.

SCHOOL CAPACITY REPORT: The proposed rezoning is to a non-residential zoning district and, therefore, a capacity enhancement agreement with OCPS is not necessary.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on October 14, 2016

PUBLIC HEARING SCHEDULE:

- November 14, 2016 – Planning Commission (5:30 pm)
- December 7, 2016 - City Council (1:30 pm) - 1st Reading
- December 21, 2016 – City Council (7:00 pm) - 2nd Reading

DULY ADVERTISED:

- October 28, 2016 – Public Notice and Notification
- December 9, 2016 – Ordinance Heading & ¼ Page w/Map Ad

RECOMMENDATION ACTION:

The **Development Review Committee** finds the proposed amendment consistent with the Comprehensive Plan and the Land Development Code recommends adoption of the change in Zoning from “County” R-2 (ZIP) to “City” I-1 (Restricted Industrial), subject to the adoption of the associated small scale future land use amendment, for the property owned by Property Industrial Enterprises, LLC, c/o Michael Cooper.

The **Planning Commission**, at its meeting on November 14, 2016, found the change of zoning to “City” I-1 (Restricted Industrial) consistent with the Comprehensive Plan and Land Development Code; and recommended adoption (6-0); subject to adoption of the Proposed Future Land Use Designation.

City Council Recommended Motion: Accept the First Reading of Ordinance No. 2539 and Hold it Over for Second Reading and Adoption on December 21, 2016.

Note: This item is considered Quasi-Judicial. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

ZONING REPORT

RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City)	Industrial	I-1	Vacant Industrial\railroad tracks
East (City)	Commercial (max 0.25 FAR)	C-2	Hawthorne Ave. & Church
South (City)	Industrial	I-1	Vacant Industrial
West (City)	Industrial	I-1	Vacant Industrial

LAND USE &

TRAFFIC COMPATIBILITY: The subject property fronts and is accessed by a local roadway (W 2nd Street) and a city minor collector (S Hawthorne Avenue). The proposed I-1 (Restricted Industrial) zoning district is consistent and compatible with the adjacent zoning classifications and uses within the surrounding area. Properties owned by the same owner to the, north, west and south are zoned I-1, and properties to the east, across S Hawthorne Ave., are used for an institutional use (church) and zoned C-3 (Wholesale Commercial).

**COMPREHENSIVE
 PLAN COMPLIANCE:**

The proposed I-1 zoning is consistent with the City’s Industrial (max 0.60 FAR) Future Land Use designation and with the character of the surrounding area and future proposed development. The I-1 zoning classification is one of the acceptable zoning categories allowed within the Industrial Land Use category. Development Plans shall not exceed the density allowed in the adopted Future Land Use Designation.

**I-1 DISTRICT
 REQUIREMENTS:**

- Minimum Living Area: NA
- Minimum Site Area: 15,000 sq. ft.
- Minimum Lot Width 100 ft.
- Setbacks: Front: 25 ft.
- Rear: 10 ft. (30 ft. to residential)
- Side: 10 ft.
- Corner 25 ft.

Based on the above zoning standards, the subject parcels comply with code requirements for the I-1 district.

**BUFFERYARD
 REQUIREMENTS:**

1. Areas adjacent to all road rights-of-way shall provide a minimum 25-foot landscaped bufferyard.
2. Areas adjacent to agricultural uses or districts shall provide a minimum of ten feet abutting the property line with landscaping and a six-foot-high masonry wall.

3. Areas adjacent to residential uses or districts shall provide a six foot-high masonry wall within a minimum of 50-foot landscaped bufferyard.
4. Industrial uses adjacent to nonresidential, nonindustrial uses or districts shall provide one of the following:
 - a. A minimum of 25 feet abutting the property with landscaping and an earth berm, measuring three feet with a 3:1 slope; or
 - b. A minimum six-foot-high masonry wall within a minimum of ten-foot landscaped bufferyard.

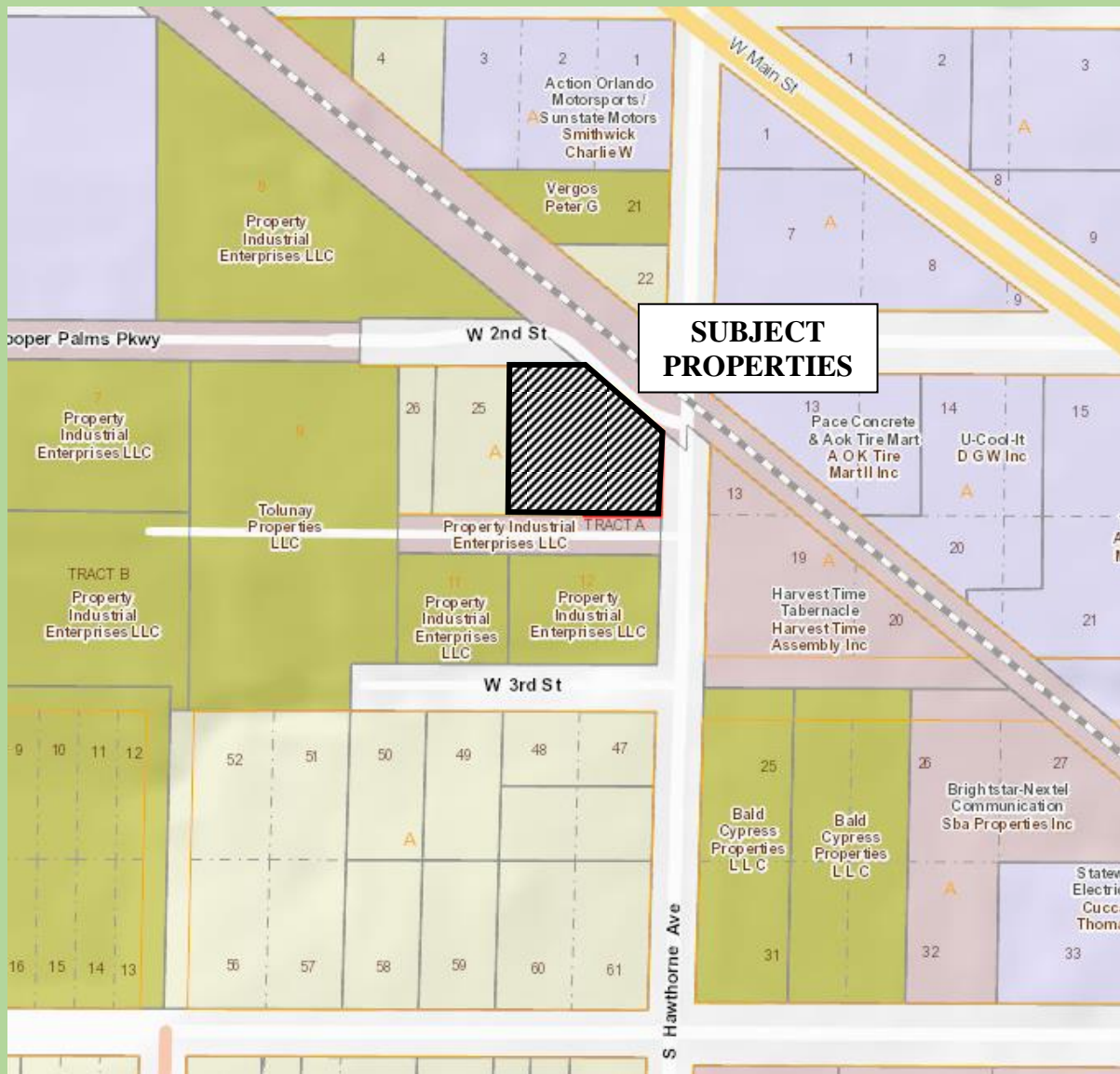
**ALLOWABLE
USES:**

Any C-3 Commercial District permitted use and wholesale distribution, storage and light manufacturing, including: manufacture and processing of novelties, bakery and confectionary products, garments, scientific, electrical, instruments or equipment. Bus, cab and truck repair. Dyeing, dry cleaning and laundering. Machinery sales and machine shops. Cold storage and frozen food lockers. All other uses not prohibited, and similar and compatible to those within the I-1 Restricted Industrial Zoning District.

Property Industrial Enterprises, LLC
0.74 +/- Acre
Existing Maximum Allowable Development: 2 residential dwelling units
Proposed Maximum Allowable Development: 10,977 Sq. Ft.
Proposed Small Scale Future Land Use Change
From: "County" Low-Medium Density Residential (0-10 du/ac)
To: "City" Industrial (0.30 FAR)
Proposed Zoning Change
From: "County" R-2 (ZIP)
To: "City" I-1 (Restricted Industrial)
Parcel ID #s: 09-21-28-0868-01-230 & 09-21-28-0868-01-240



VICINITY MAP



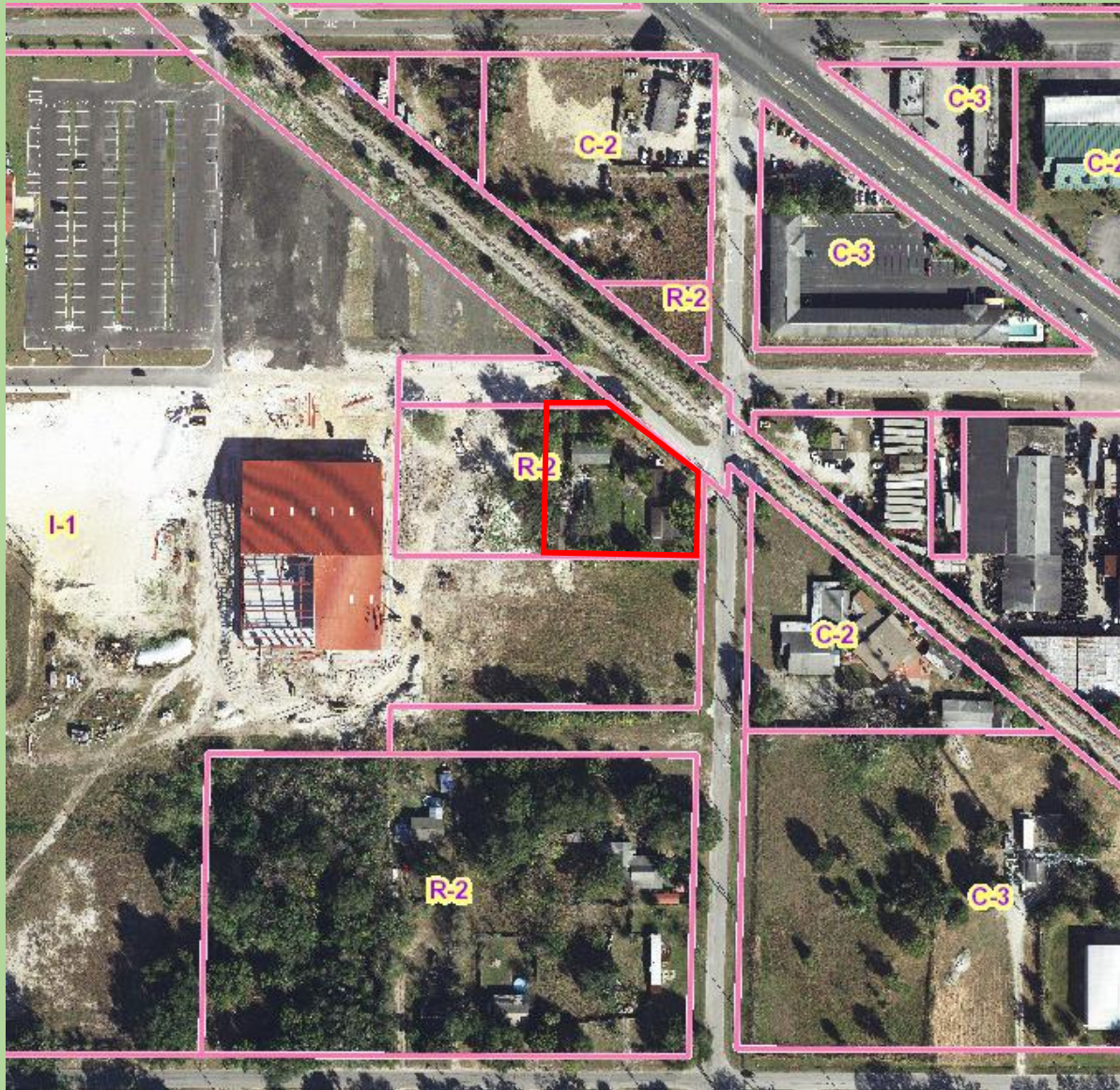


ADJACENT ZONING





ADJACENT USES





EXISTING USES



ORDINANCE NO. 2539

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM R-2 (ZIP) TO I-1 (RESTRICTED INDUSTRIAL) FOR CERTAIN REAL PROPERTY GENERALLY LOCATED WEST OF HAWTHORNE AVENUE, SOUTH OF 2ND STREET, COMPRISING 0.74 ACRES MORE OR LESS, AND OWNED BY PROPERTY INDUSTRIAL ENTERPRISES, LLC; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, to manage the growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

WHEREAS, the City of Apopka has requested a change in zoning on said property as identified in Section I of this ordinance; and

WHEREAS, the proposed I-1 (Restricted Industrial) zoning has been found to be consistent with the City of Apopka Comprehensive Plan, and the City of Apopka Land Development Code.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section I. That the zoning classification of the following described property, being situated in the City of Apopka, Florida, is hereby C-1 (Retail Commercial), as defined in the Apopka Land Development Code.

Legal Description:

BRADSHAW AND THOMPSONS ADDITION TO APOPKA CITY B/25 LOT 23 (LESS RR R/W) BLK A; AND BRADSHAW AND THOMPSONS ADDITION TO APOPKA CITY B/25 LOT 24 BLK A (LESS R/W
Parcel I.D: 09-21-28-0868-01-230 & 09-21-28-0868-01-234
Contains: 0.74 +/- Acres

Section II. That the zoning classification is consistent with the Comprehensive Plan of the City of Apopka, Florida.

Section III. That the Community Development Director, or the Director's designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Apopka, Florida, to include said designation.

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

Section V. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section VI. That this Ordinance shall take effect upon adoption of Ordinance No. 2538.

READ FIRST TIME: December 7, 2016

READ SECOND TIME
AND ADOPTED: December 21, 2016

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED: October 28, 2016
 December 9, 2016

Backup material for agenda item:

11. Ordinance No. 2540 – First Reading – Change of Zoning - Quasi-Judicial
Elizabeth Florence



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: December 7, 2016
 FROM: Community Development
 EXHIBITS: Zoning Report
 Vicinity Map
 Adjacent Zoning
 Adjacent Uses
 Existing Uses
 Ordinance No. 2540

SUBJECT: ORDINANCE NO. 2540 – CHANGE OF ZONING – SOUTH PASS LLC

REQUEST: FIRST READING OF ORDINANCE NO. 2540 – CHANGE OF ZONING – SOUTH PASS LLC, FROM “COUNTY” A-1 (RURAL) TO “CITY” RCE-1 (RESIDENTIAL) (PARCEL I.D. NO. 29-20-28-0000-00-034); AND HOLD OVER FOR SECOND READING AND ADOPTION.

SUMMARY:

OWNER/APPLICANT: South Pass LLC
 LOCATION: 2228 Vick Rd.
 EXISTING USE: Vacant
 CURRENT LAND USE: Residential Low Suburban (0-3.5 du/ac)
 CURRENT ZONING: “County” A-1 (ZIP)
 PROPOSED ZONING: “City” RCE-1 (Residential Country Estates 1)
 PROPOSED DEVELOPMENT: Single-family residential
 TRACT SIZE: 4.77 +/- acres
 MAXIMUM ALLOWABLE DEVELOPMENT:
 EXISTING: 1 Dwelling Unit
 PROPOSED: 4 Dwelling Units

FUNDING SOURCE:

N/A

DISTRIBUTION

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

ADDITIONAL COMMENTS: Presently, the subject property has not yet been assigned a “City” zoning category. The applicant is requesting the City to assign a zoning classification of RCE-1 (Residential Country Estates 1) to the property.

The subject property was annexed into the City of Apopka on August 6, 2008, through the adoption of Ordinance No. 2042.

A request to assign a change of zoning to RCE-1 (Residential Country Estates 1) is compatible to the adjacent zoning classifications and with the general character of abutting properties and surrounding area. The property owner is requesting the RCE-1 zoning classification to split the lot and develop two single-family residences. The proposed use is consistent with the existing Residential Low Suburban FLUM designation and compatible with the general character of surrounding zoning and uses.

The change of zoning application covers approximately 4.77 +/- acres.

In conjunction with state requirements, staff has analyzed the proposed amendment and determined that adequate public facilities exist to support this land use change (see attached Zoning Report).

COMPREHENSIVE PLAN COMPLIANCE: The proposed use of the property is consistent with the proposed Residential Low Suburban (0-3.5 du/ac) Future Land Use designation and the City’s proposed RCE-1 (Residential Country Estates 1) Zoning classification. Site development cannot exceed the intensity allowed by the Future Land Use policies.

SCHOOL CAPACITY REPORT: The proposed change of zoning will not result in additional units above the number required for school capacity determination and, therefore, is considered de minimus.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on October 14, 2016.

PUBLIC HEARING SCHEDULE:

November 14, 2016 - Planning Commission (5:30 pm)
December 7, 2016 - City Council (1:30 pm) - 1st Reading
December 21, 2016 – City Council (7:00 pm) - 2nd Reading

DULY ADVERTISED:

October 28, 2016 – Public Notice and Notification
December 9, 2016 – Ordinance Heading Ad w/Map/¼ Page w/Map Ad

RECOMMENDATION ACTION:

The **Development Review Committee** finds the proposed amendment consistent with the Comprehensive Plan, Land Development Code and compatible with the character of the surrounding area, and recommends approval of the change in zoning from “County” A-1 (ZIP) to “City” RCE-1 (Residential County Estates 1) for the property owned by South Pass LLC and located at 2228 Vick Road.

The **Planning Commission**, at its meeting on November 14, 2106, found the proposed rezoning consistent with the Comprehensive Plan and Land Development Code and recommended adoption of the change of zoning from “County” A-1 (ZIP) to “City” RCE-1 (Residential Country Estates 1), for property owned by South Pass LLC and located at 2228 Vick Road.

City Council Recommended Motion: Accept the First Reading of Ordinance No. 2540 and Hold it Over for Second Reading and Adoption on December 16, 2016.

Note: This item is considered Quasi-Judicial. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

ZONING REPORT

RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City)	Institutional/Public Use	PO/I	City Retention Pond
East (County)	Rural (0-1 du/10 ac)	A-1	Vacant
South (City)	Residential Low (0-5 du/ac)	PUD	Spring Ridge HOA easement and open space
West (City)	Residential Low (0-5 du/ac)	PUD	Single-family homes (Spring Ridge subdivision)

LAND USE &

TRAFFIC COMPATIBILITY: The subject property fronts and is accessed by a city collector (Vick Rd). The proposed RCE-1 zoning district is consistent with the existing Future Land Use designation, and is compatible with the zoning and uses in the surrounding area. The subject property is adjacent to R-O-W (Vick Rd.) and vacant “County” A-1 rural zoning to the east, and PUD zoning and the Spring Ridge subdivision to the west. The subject parcel abuts a City retention pond with PO/I zoning to the north and a Spring Ridge HOA easement and retention pond to the south. The proposed RCE-1 zoning classification, which requires a minimum lot size of one (1) acre, as well as the proposed use for two single-family residences would serve as a transition from the rural zoning to the east and single-family residential to the west.

**COMPREHENSIVE
 PLAN COMPLIANCE:**

The proposed RCE-1 (Residential Country Estates 1) zoning is consistent with the existing Residential Low Suburban (0-3.5 du/ac) Future Land Use designation and with the character of the surrounding area and future proposed development. The proposed RCE-1 (Residential Country Estates 1) zoning classification is one of the acceptable zoning categories allowed within the Residential Low Future Land Use designation. Development Plans shall not exceed the density allowed in the adopted Future Land Use Designation.

**RCE-1 DISTRICT
 REQUIREMENTS:**

- Minimum Living Area: 2,200 sq. ft.
- Minimum Site Area: 1 acre
- Minimum Lot Width 130 ft.
- Setbacks: Front: 35 ft.
- Rear: 30 ft.
- Side: 15 ft.
- Corner 35 ft.

Based on the above zoning standards, the subject parcel complies with code requirements for the RCE-1 zoning district.

**BUFFERYARD
REQUIREMENTS:**

1. Developments shall have a minimum six-foot high brick, stone or decorative block finished wall adjacent to all external roadways, erected inside a minimum ten-foot landscaped bufferyard. Landscape materials shall be placed adjacent to the right-of-way, on the exterior of the buffer wall. The city may allow the developer the option to provide up to 50 percent of the buffer wall length in a six-foot wrought iron fence between solid columns. The columns shall be a minimum of 32 feet off-set and shall have a stone, brick or decorative block finish. Where wrought iron is used, additional landscape materials and irrigation may be required. This will be determined by the city on a case-by-case basis.
2. Areas adjacent to agricultural districts or activities shall provide a minimum five-foot bufferyard and a minimum six-foot high brick, stone or decorative block finished wall unless acceptable alternatives are submitted for approval.

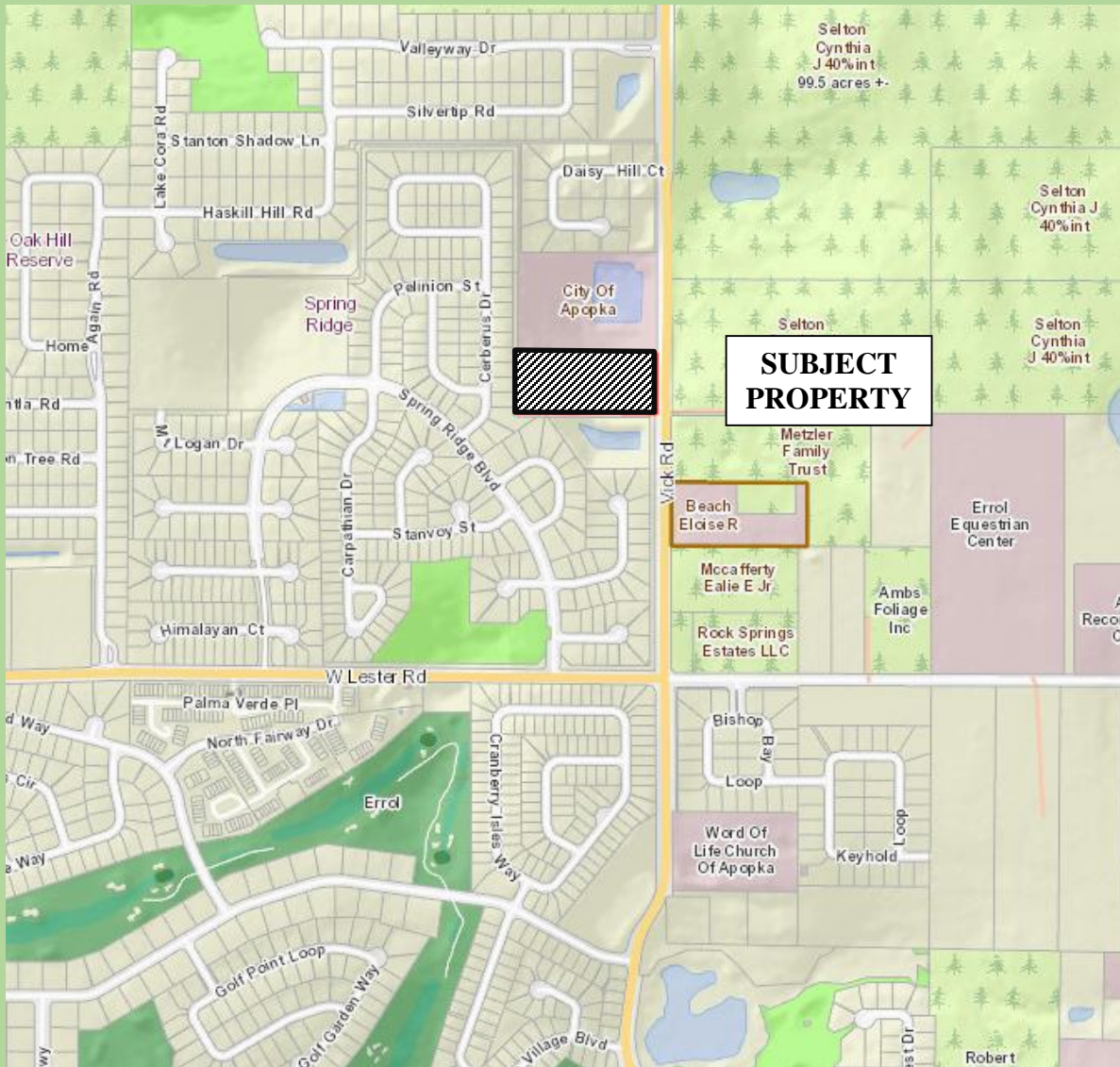
ALLOWABLE USES:

Single-family dwellings and their customary accessory structures and uses in accordance with article VII of this code. Guest/granny quarters in accordance with article VII of this code.



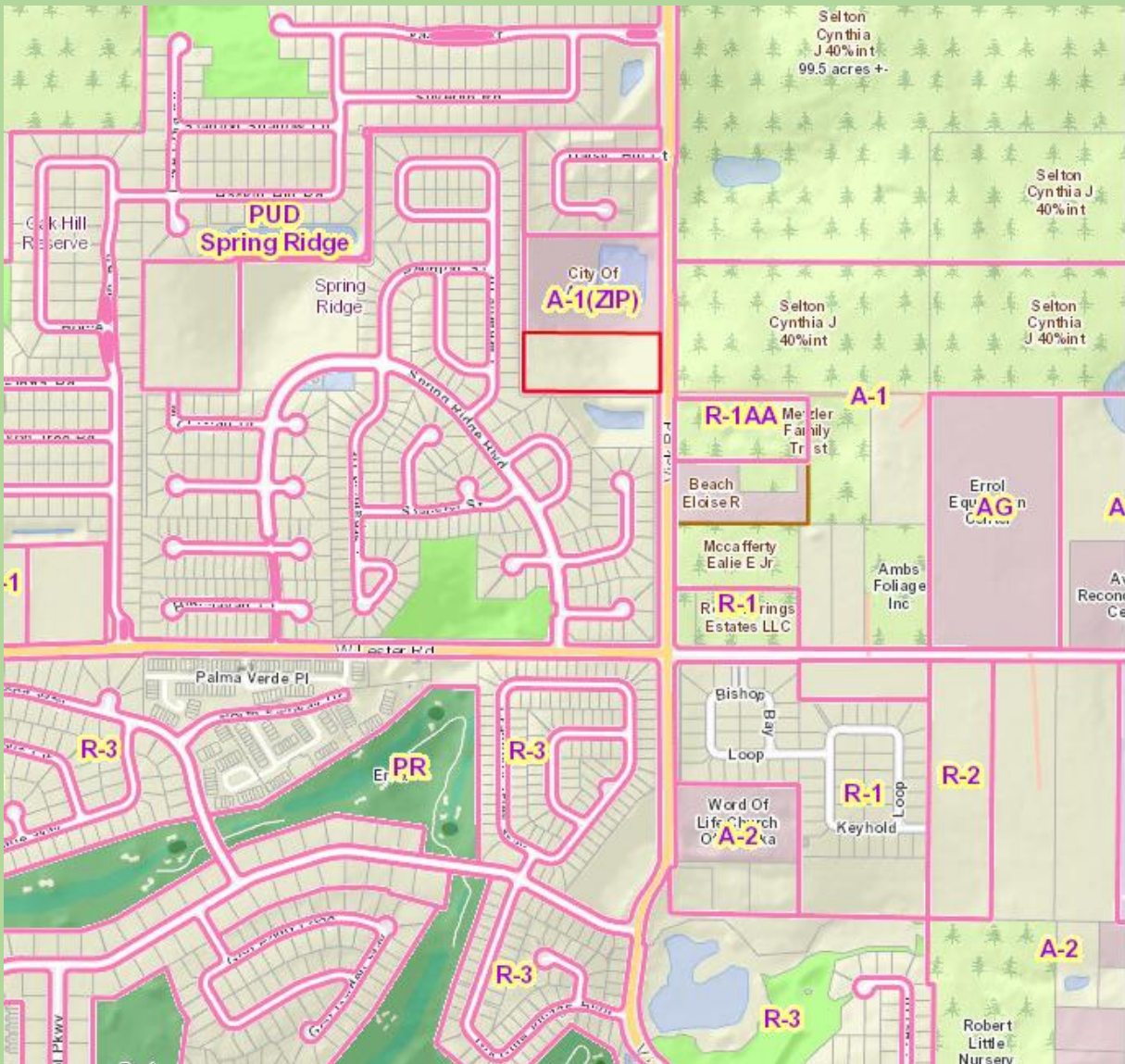
South Pass LLC
4.77 +/- Acres
Proposed Change of Zoning:
From: "County" A-1 (ZIP)
To: "City" RCE-1 (Residential)
Parcel ID #: 29-20-28-0000-00-034

VICINITY MAP



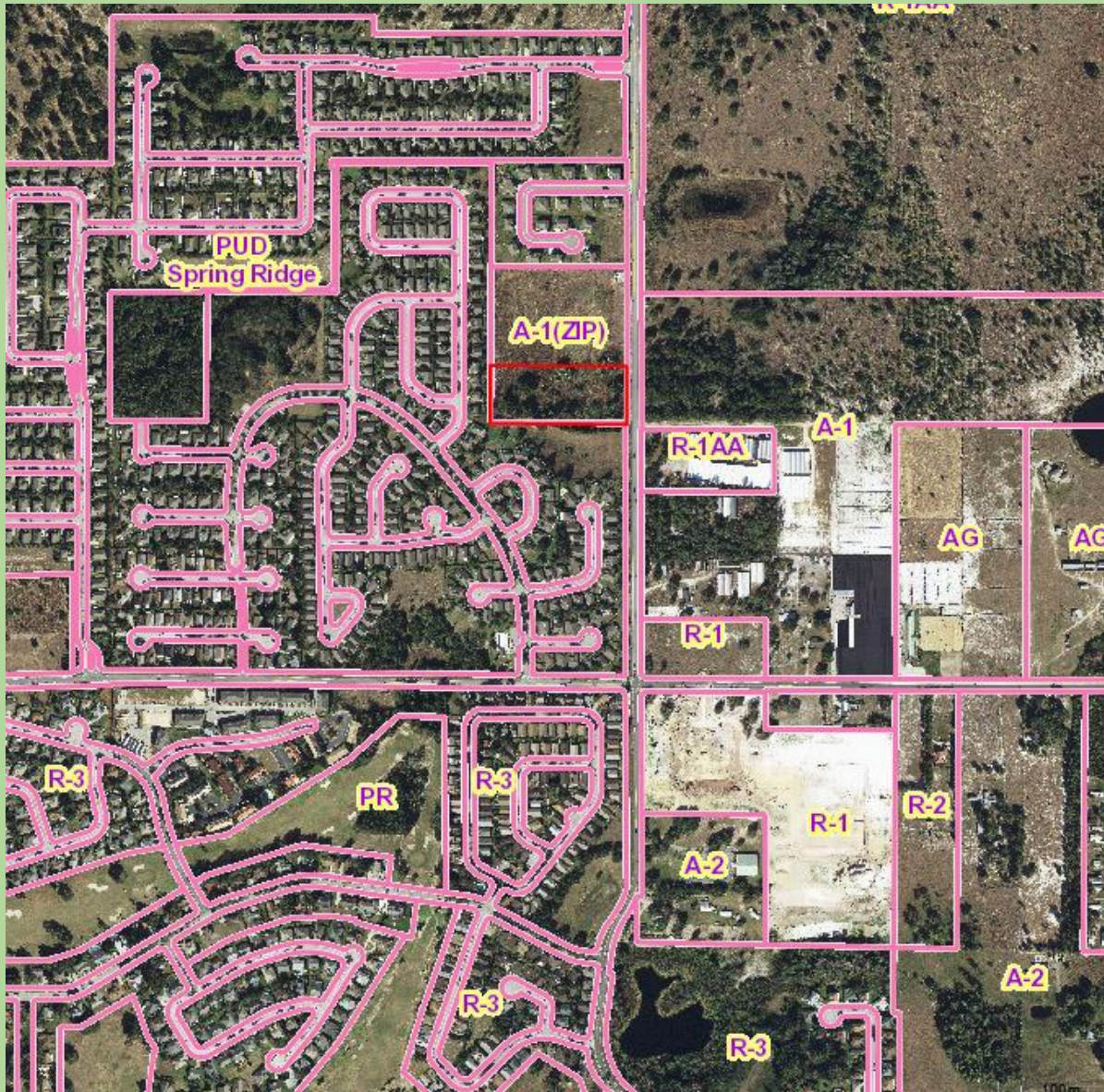


ADJACENT ZONING



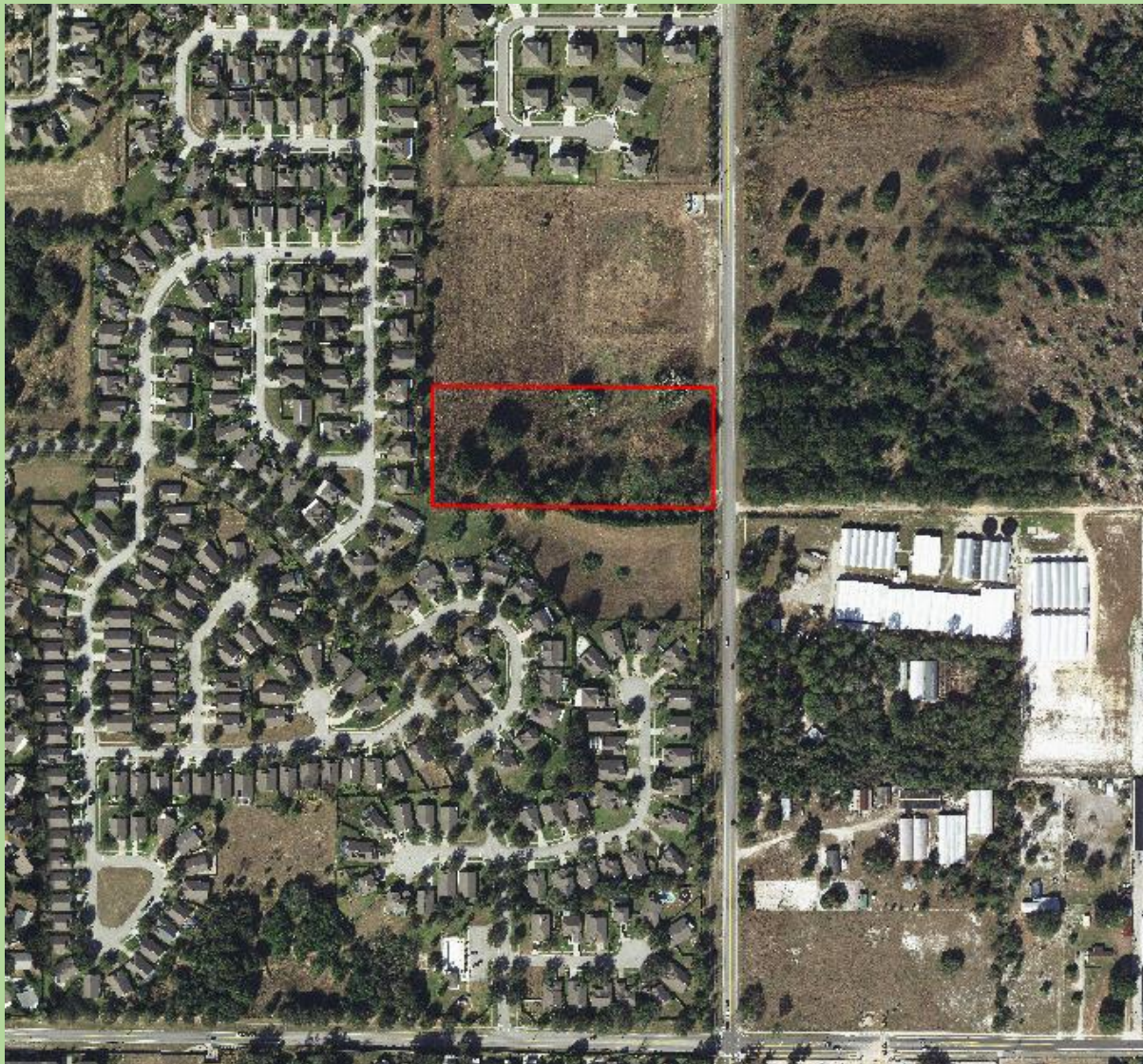


ADJACENT USES





EXISTING USES



ORDINANCE NO. 2540

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM “COUNTY” A-1 (ZIP) TO “CITY” RCE-1 (RESIDENTIAL COUNTRY ESTATES) FOR CERTAIN REAL PROPERTY LOCATED AT 2228 VICK ROAD, COMPRISING 4.77 ACRES MORE OR LESS, AND OWNED BY SOUTH PASS, LLC; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, to manage the growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

WHEREAS, the City of Apopka has requested a change in zoning on said property as identified in Section I of this ordinance; and

WHEREAS, the proposed RCE-1 (Residential Country Estates) zoning has been found to be consistent with the City of Apopka Comprehensive Plan, and the City of Apopka Land Development Code.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section I. That the zoning classification of the following described property, being situated in the City of Apopka, Florida, is hereby C-1 (Retail Commercial), as defined in the Apopka Land Development Code.

Legal Description:

S 298 FT OF E1/2 OF NE1/4 OF SE1/4 & E 60 FT OF W1/2 SAID NE1/4 OF SE1/4 (LESS E 30 FT FOR RD R/W) & (LESS PT TAKEN ON E FOR R/W PER OR 4950/2909) OF SEC 29-20-28
Parcel I.D: 29-20-28-0000-00-034
Contains: 4.77 +/- Acres

Section II. That the zoning classification is consistent with the Comprehensive Plan of the City of Apopka, Florida.

Section III. That the Community Development Director, or the Director’s designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Apopka, Florida, to include said designation.

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

Section V. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section VI. That this Ordinance shall take effect upon adoption.

READ FIRST TIME: December 7, 2016

READ SECOND TIME
AND ADOPTED: December 21, 2016

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED: October 28, 2016
 December 9, 2016

Backup material for agenda item:

12. Ordinance No. 2541 – First Reading – Right-of-Way Vacate – Quasi-Judicial
Beckett

Rogers



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: December 7, 2016
 FROM: Community Development
 EXHIBITS: Vicinity/Aerial Map
 Utility Letters
 Ordinance No. 2541
 Survey/Legal Description
 Development Agreement

SUBJECT: ORDINANCE NO. 2541 - MID FLORIDA FREEZER WAREHOUSES, LTD - VACATING PORTIONS OF UNNAMED RIGHT-OF-WAY

REQUEST: ACCEPT THE FIRST READING OF ORDINANCE NO. 2541 - MID FLORIDA FREEZER WAREHOUSES, LTD – VACATING PORTIONS OF UNNAMED RIGHT-OF-WAY; AND HOLD IT OVER FOR SECOND READING AND ADOPTION.

SUMMARY:

APPLICANT: Mid Florida Freezer Warehouses, LTD

LOCATION: South of General Electric Road and East of Hermit Smith Road

LAND USE: Right of Way

ZONING: Right of Way

EXISTING USE: Unimproved Right of Way

AREA TO
BE VACATED: 2.11 +/- Acres (92,097 +/- Sq. Ft.)

RELATIONSHIP TO ADJACENT PROPERTIES:

Direction	Land Use	Zoning	Present Use
North - City	Industrial	I-1	Vacant Land
East - City	Industrial	I-1	Vacant Land
South - City	Industrial	I-1	Vacant Land
West - City	Industrial	I-1	Vacant Land

FUNDING SOURCE: N/A

DISTRIBUTION

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

CITY COUNCIL – DECEMBER 7, 2016
MID FLORIDA FREEZER WAREHOUSES, LTD – VACATE
PAGE 2

ADDITIONAL COMMENTS: The applicant is seeking to vacate a two sections of unimproved right-of-way located east of Hermit Smith Road and south of General Electric Road. This right-of-way vacate was authorized by City Council through the Wekiva Parkway Industrial Park Development Agreement, which was approved by City Council at its meeting held on October 5, 2016. The portions of right-of-way that will be vacated is described within the legal description. Vacating this portion of the road right-of-way will not affect any abutting property owners.

Our Public Services department has evaluated the site and has agreed to the vacate request. Additionally, all local utility providers have been contacted by the applicant and have provided the letters received from each utility provider indicating no objection to this vacate request.

PUBLIC HEARING SCHEDULE:

December 7, 2016 - City Council - 1st Reading (1:30 p.m.)

December 21, 2016 - City Council - 2nd Reading (7:00 p.m.)

DULY ADVERTISED:

November 18, 2016 - Public Hearing Notice

December 9, 2016 - Ordinance Heading Ad

RECOMMENDATION ACTION:


The **Development Review Committee** recommends approval of the request to vacate portions of unnamed right-of-way as described in the legal descriptions.

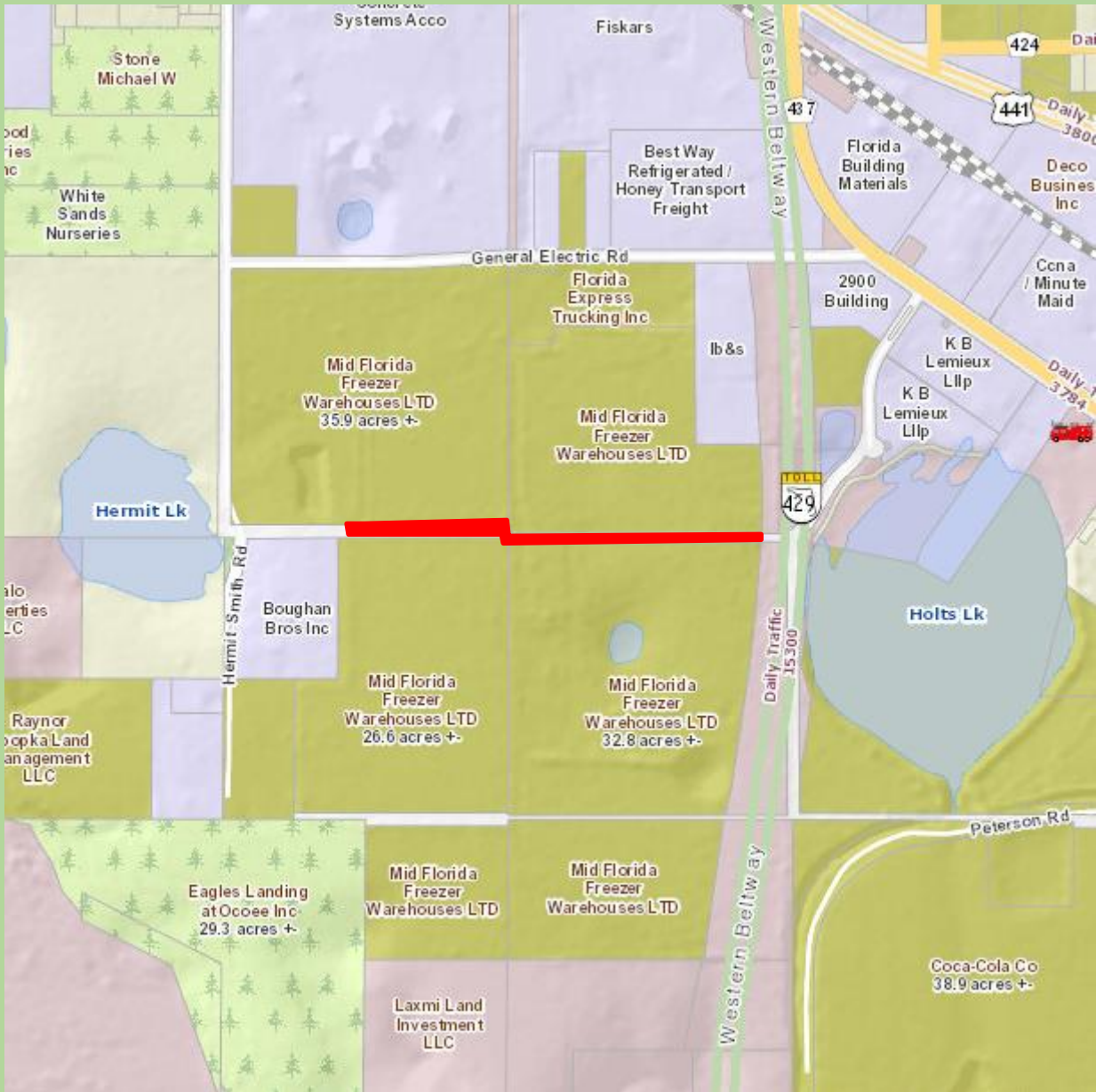
City Council Recommended Motion: Accept the First Reading of Ordinance No. 2541 and Hold it Over for Second Reading and Adoption on December 21, 2016.

Note: This item is considered Legislative. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

PROPOSED VACATE PORTIONS OF UNNAMED RIGHT OF WAY

VICINITY MAP

 Vacate Area





AERIAL MAP



Construction Department
3767 All American Blvd
Orlando Fl. 32810



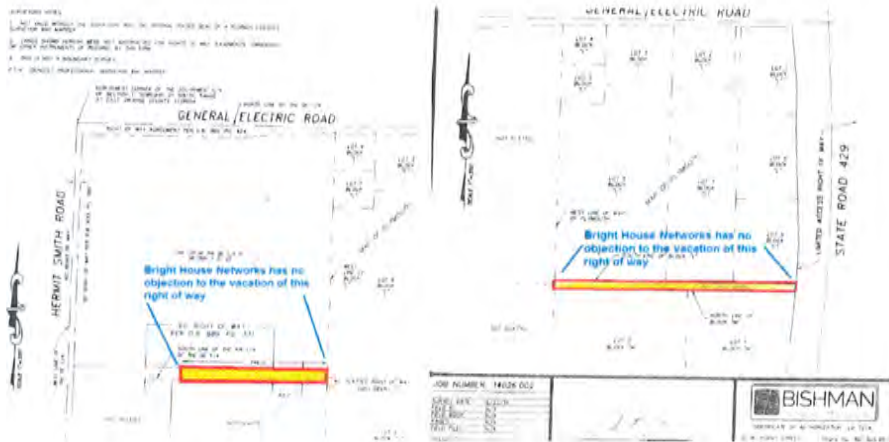
October 10, 2016

Jimmy Dunn
June Engineering Consultants, Inc.
32 West Plant Street
Winter Garden, FL 34787

Re: Request for a Vacate of Right of Way along
Parcels- 01-21-27-0000-00-030 12-21-27-0000-00-018

Dear Mr. Dunn:

Bright House Networks has reviewed your request to vacate of the unopened right of way along Parcels of 01-21-27-0000-00-030 & 12-21-27-0000-00-018 and no objection to the vacation as shown in this drawing below.



If you need and additional information, please contact me at my office 407-532-8511.

Sincerely,

Tracey Domostoy

Tracey Domostoy
Construction Supervisor
Bright House Network

Cc: PJ King
E-mailed- ovidio.sanchez@ibigroup.com



October 18, 2016

Jimmy Dunn
3004 General Electric Road
Apopka, FL

***RE: Vacate of Un-Named Right of Way located South of 3004 General Electric Road, Apopka, FL
which is 746.00 feet by 40.00 feet Right of Way area***

Dear Mr. Dunn:

Please be advised that after researching your request, DUKE ENERGY FLORIDA, LLC, dba DUKE ENERGY does not have facilities located in the Un-Named Right of Way located South of your property located at 3004 General Electric Road, Apopka, Florida which is an area 746.00 by 40.00 feet. So because of this Duke Energy Distribution and Transmission has "No Objections" to the vacate and abandon of this Un-Named Right of Way. This "No Objection" letter should be considered as approval from both Duke Energy, Florida Distribution and Transmission Departments.

If I can be of further assistance, please do not hesitate to contact me at benita.rostel@duke-energy.com or by phone at (407) 942-9657.

Best regards,

A handwritten signature in blue ink that reads 'Benita Rostel'.

Benita Rostel
Research Support Specialist
Distribution Right of Way - Florida



LETTER OF NO OBJECTION

October 11, 2016

Mr. Jimmy Dunn
June Engineering Consultants, Inc.
32 West Plant Street
Winter Garden, FL 34787

SUBJECT: PROPOSED VACATE OF 40' PLATTED AND UNOPENED RIGHT OF WAY, LYING BETWEEN BLOCK M AND BLOCK L, MAP OF PLYMOUTH, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK B, PAGE 17, AND PORTION OF 60' RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 889 ON PAGE 331; ALL IN PUBLIC RECORDS, ORANGE COUNTY, FLORIDA; PRN 777800.

Dear Mr. Dunn:

Please be advised that Embarq Florida, Inc. D/B/A CenturyLink ("CenturyLink") has no objection to the proposed vacation and abandonment of that certain right of way described, as follows:

THE 40.00' RIGHT OF WAY LYING BETWEEN BLOCK M, AND BLOCK L, MAP OF PLYMOUTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK B, PAGE 17, PUBLIC RECORDS O ORANGE COUNTY FLORIDA, BEING BOUND ON THE WEST BY THE WEST LINE OF SID MAP OF PLYMOUTH AND BOUND ON THE EASEMENT BY STATE ROAD NO. 429, LYING IN SECTION 1, TOWNSHIP 21 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; AND

THE EAST 746.00 FEET OF THE SOUTH 60.00 FEET OF THE NORTHWEST ¼ OF THE SOUTH EAST ¼ OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

Both parcels are more particularly shown on the attached Sketches of Description prepared by Bishman Surveying and Mapping Drawing File 14026-2.DWG and dated June 23, 2016.

Should there be any questions or concerns, please contact me at 407-814-5318 or by email at Victoria.bucher@centurylink.com.

Sincerely,

EMBARQ FLORIDA, INC., D/B/A/ CENTURYLINK

Victoria S. Bucher

Victoria S. Bucher, SR/WA, R/W-NAC, R/W-NAC
Network Real Estate

C: D. Byrnes

33 North Main Street
Winter Garden, FL 34787
Tel: 407-814-5318
Victoria.bucher@centurylink.com
www.centurylink.com



1320 Winter Garden-Vineland Rd. Winter Garden, Florida 34787
P: 407.656.2734 F: 407.656.9371 | www.langd.org

October 13, 2016

City of Apopka
748 East Cleveland St.
Apopka, FL 32703

Jimmy,

Upon review of our records, the subject parcel is within our service area. We do not have any facilities within easement/right of way. We do not have any objection to the vacation.

Sincerely,

A handwritten signature in blue ink, appearing to read "Antonio Gibson", with a long horizontal line extending to the right.

Antonio Gibson
Engineering Technician

ORDINANCE NO. 2541

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO VACATE A PORTION OF A RIGHT-OF-WAY; LOCATED EAST OF HERMIT SMITH ROAD AND SOUTH OF GENERAL ELECTRIC ROAD; IN SECTION 06, TOWNSHIP 21, RANGE 28 OF ORANGE COUNTY, FLORIDA; PROVIDING DIRECTIONS TO THE CITY CLERK, FOR SEVERABILITY, FOR CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to provisions of Florida Statutes, Section 336.10, a Petition has been filed by Mid Florida Freezer Warehouses, LTD to vacate, abandon, discontinue, renounce and disclaim a portion of unnamed right of way as shown in Exhibit "A"; and

WHEREAS, Century Link (f/k/a Embarq), Spectrun\Bright House Network (f/k/a Time Warner Cable), Duke Energy (f/k/a Progress Energy), and Lake Apopka Natural Gas District have no objection to the abandonment of a portion of the existing utility easement; and

WHEREAS, the City Council has determined that under the proposed circumstances there exists no public need for this existing right-of-way; and

WHEREAS, after public notice in accordance with Florida Statute 336.10, the City Council has determined that it is not contrary to public interest to vacate and abandon said existing right-of-way.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section 1. That the following lands, and graphically depicted by the attached Exhibit "A," shall be officially closed, discontinued, and vacated:

LEGAL DESCRIPTION:

THE EAST 746.00 FEET OF THE SOUTH 60.00 FEET OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA. CONTAINING: 44,760 SQUARE FEET (1.03 ACRES +/-)

AND

THE 40.00 RIGHT OF WAY LYING BETWEEN BLOCK M, BLOCK L, MAP OF PLYMOUTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK B, PAGE 17, PUBLIC RECORDS OF ORANGE COUNTY FLORIDA, BEING BOUND ON THE WEST BY THE WEST LINE OF SAID MAP OF PLYMOUTH AND BOUND ON THE EAST BY STATE ROAD NO. 429, LYING IN SECTION 1, TOWNSHIP 21 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA. CONTAINING: 47,337 SQUARE FEET (1.08 ACRES +/-)

TOTAL COMBINED ACREAGE: 92,097 SQUARE FEET, (2.11 ACRES +/-)

Section II. NOTICE. That notice of the adoption of this Ordinance be published and the Ordinance be filed with the Clerk of the Circuit Court of Orange County, Florida, and duly recorded among the Public Records of Orange County, Florida.

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

Section IV. CONFLICT. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section V. EFFECTIVE DATE. That this Ordinance shall take effect upon the date of adoption.

READ FIRST TIME: December 7, 2016

READ SECOND TIME
AND ADOPTED: December 21, 2016

Joseph E. Kilsheimer, Mayor

ATTEST:

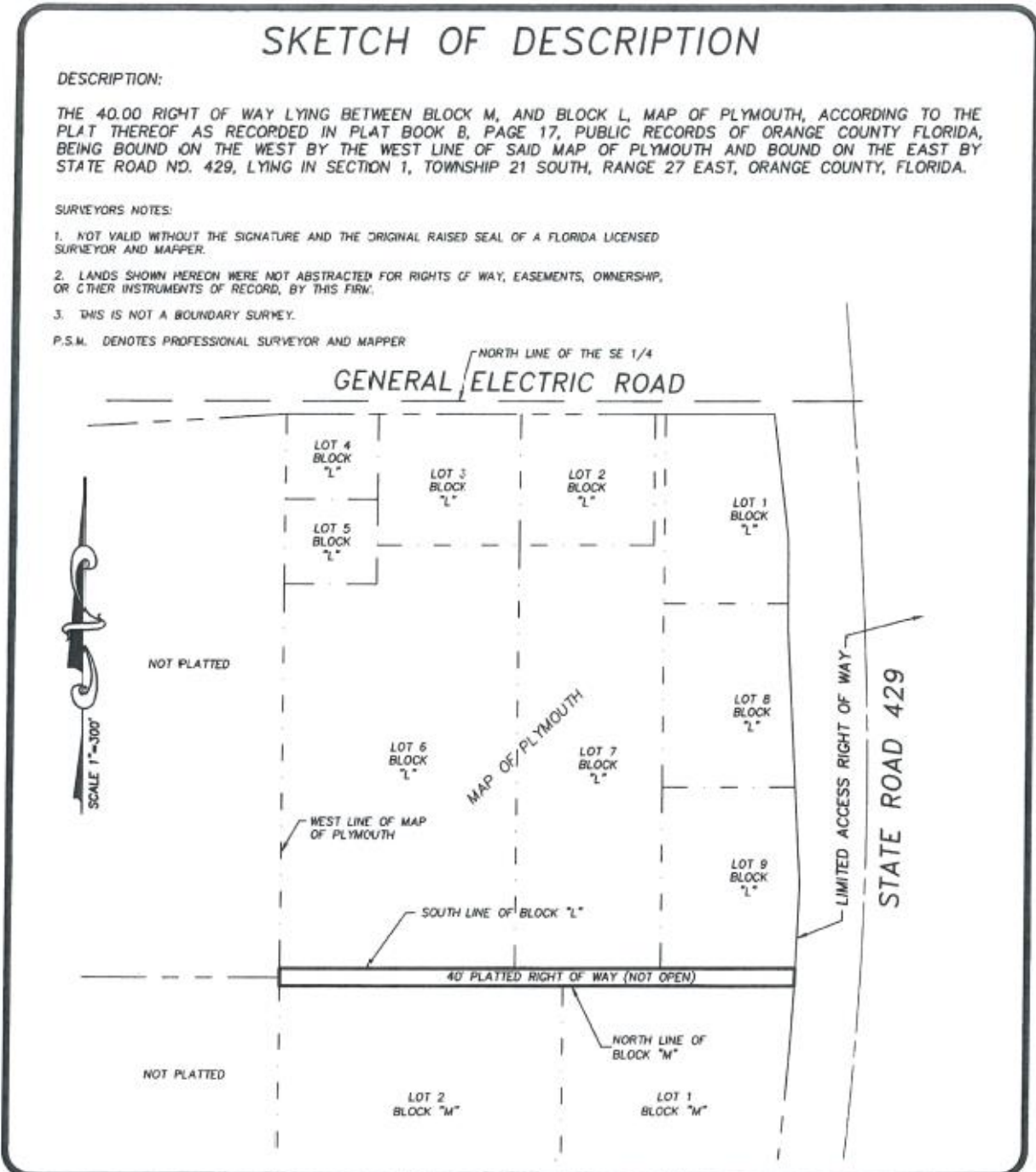
Linda F. Goff, City Clerk

APPROVED AS TO FORM:

Cliff Shepard, Esq., City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: November 18, 2016
December 9, 2016

EXHIBIT "A"



JOB NUMBER: 14026.002		
SURVEY DATE: 6/23/16		CERTIFICATE OF AUTHORIZATION LB 7274
FIELD BY: N/A		32 W. PLANT STREET Phone No. 407.905.8877
FIELD BOOK: N/A		WINTER GARDEN, FL 34787 Fax No. 407.905.8875
PAGES: N/A		
FIELD FILE: N/A		
DRAWING FILE: 14026--2.DWG	ARON D. BISHMAN, P.S.M. FLORIDA REGISTRATION NO. 5668	

EXHIBIT "A"

SKETCH OF DESCRIPTION

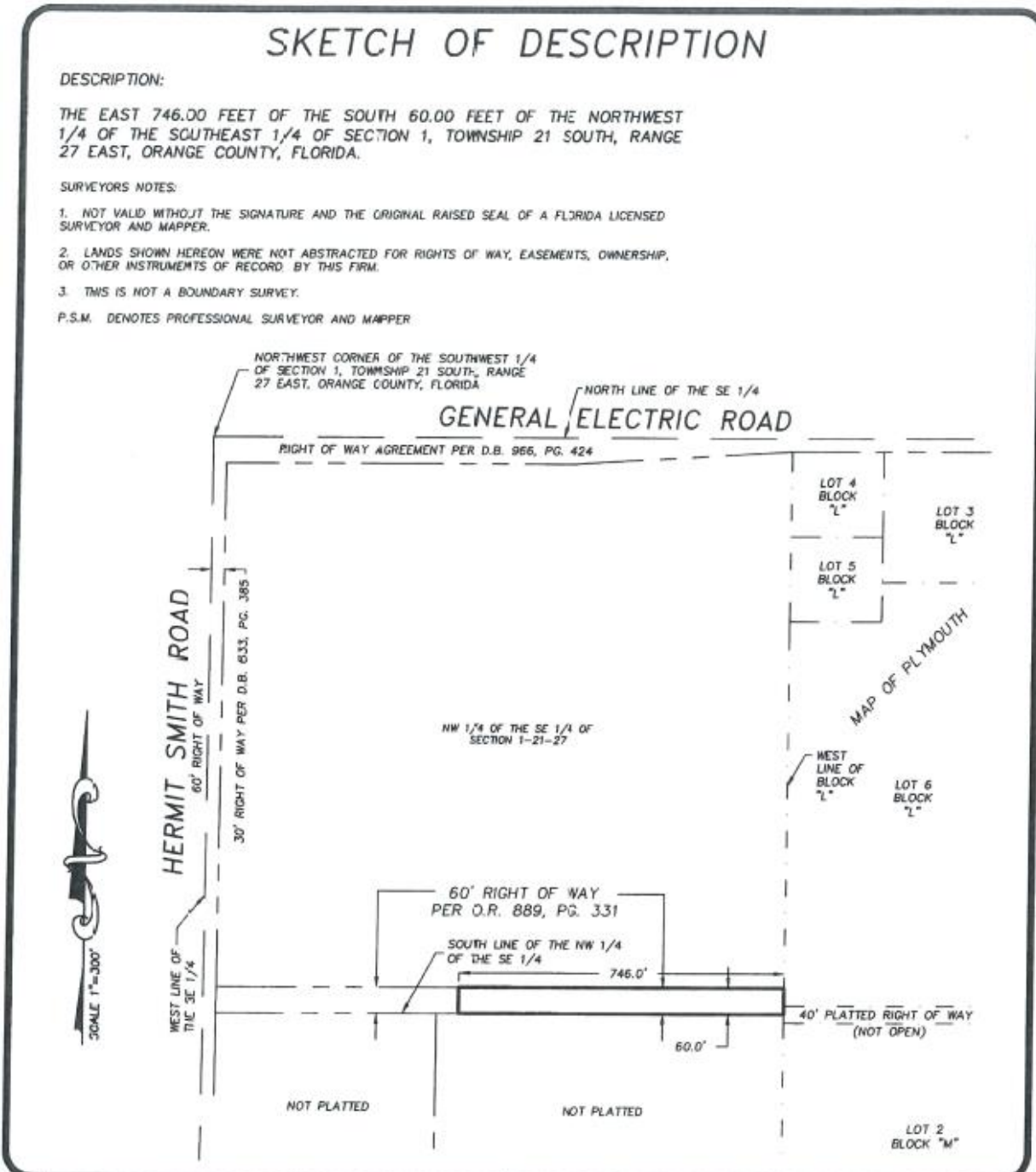
DESCRIPTION:

THE EAST 746.00 FEET OF THE SOUTH 60.00 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

SURVEYORS NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD BY THIS FIRM.
3. THIS IS NOT A BOUNDARY SURVEY.

P.S.M. DENOTES PROFESSIONAL SURVEYOR AND MAPPER



JOB NUMBER: 14026.002	
SURVEY DATE:	6/23/16
FIELD BY:	N/A
FIELD BOOK:	N/A
PAGES:	N/A
FIELD FILE:	N/A
DRAWING FILE:	14026-2.DWG


 ARON D. BISHMAN, P.S.M. FLORIDA REGISTRATION NO. 5668



CERTIFICATE OF AUTHORIZATION LB 7274
 32 W. PLANT STREET Phone No. 407.905.8877
 WINTER GARDEN, FL 34787 Fax No. 407.905.8875



DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT is made this 5th day of October, 2016 by and between the City of Apopka Florida, a Florida municipal corporation whose address for the purpose of this Agreement is 120 E. Main Street, Apopka, Florida 32703 ("City") and Mid Florida Freezer Warehouses, Ltd, a Florida limited partnership whose address for the purpose of this Agreement is 2560 West Orange Blossom Trail, Apopka, Florida 32712 ("Owner").

RECITALS

- A. The Owner owns approximately 140.47 acres of property more particularly described on attached Exhibit "A" (the "Property").
- B. The Owner is currently in the process of applying for approval of a mass grading plan from the City of Apopka to allow the excavating, removal and sale of excess fill dirt from the Property known as the Wekiva Parkway Industrial Mass Grading Plan.
- C. If the Wekiva Parkway Industrial Mass Grading Plan is approved, Owner desires to develop the Property into an industrial park consistent with the City of Apopka's Comprehensive Plan and Land Development Code upon completion of the removal of the fill dirt consistent with such plan.
- D. The City is desirous of obtaining certain rights of ways from the Owner to assist in the general public transportation needs of the City.
- E. The Owner is in need of other rights of ways to be vacated by the City to allow Owner to develop the Property in the future.
- F. The Parties are desirous of entering into this Agreement in the spirit of cooperation for mutual benefit.

NOW THEREFORE, in and for consideration of the foregoing recitals, the mutual covenants and benefits herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Owner agree as follows:

- 1. Recitals. The foregoing recitals are true and correct and are hereby incorporated as terms of this Agreement.

State of FLORIDA, County of ORANGE
I hereby certify that this is a true copy of
the document as recorded in the Official Records.
MARTHA O. HAYNIE, COUNTY COMPTROLLER
By: C Sampson
Deputy Comptroller
Dated: 10-13-16



2. Authority. This Agreement is entered into by the City under the home rule powers granted to it by the Florida Constitution (including Article VIII, Section 2(b) thereof), the general powers conferred upon municipalities by statute and otherwise (including Chapters 163 and 166, Florida Statutes), and the City's Municipal Code. This Agreement does not constitute a "development agreement" under the Florida Local Government Development Agreement Act or under the City's Land Development Regulations.

3. Mass Grading Plan. Owner has made an application to the City for approval of the Wekiva Parkway Industrial Mass Grading Plan, which, if approved, will allow the removal and sale of excess fill dirt. Owner agrees to perform the obligations set forth below in relation to the Wekiva Parkway Industrial Mass Grading Plan:

(a) Vacation of Public Right of Way. Owner will file with the City a Petition to vacate that portion of an un-named publicly dedicated right of way traversing west from S.R. 429 Western Beltway, which bisects the Owner's Property, all more particularly described in attached Exhibit "B." The Owner shall file a Petition to Vacate in substantially the same form as set forth in attached Exhibit "C," within thirty (30) days of execution of this Agreement. The City will process the Petition in accordance with its ordinances and applicable law.

(b) Peterson Road.

i) If City approves the Wekiva Parkway Industrial Mass Grading Plan, then, within 30 days of such approval, Owner shall provide to City additional road footage on that portion of Peterson Road lying west of S.R. 429, Western Beltway by deed of conveyance. Presently, Peterson Road exists as a publicly dedicated roadway west of S.R. 429, as shown in Exhibit "D," but currently does not have a roadway width of 80'. The city will allow the existing 60' Peterson Road right of way, together with the additional conveyances by Owner to achieve the 80' width required, to be reduced in grade to match the new elevation of the surrounding property. Owner agrees to convey by general warranty deed to the City additional footage along Peterson Road west of S.R. 429 necessary to allow the roadway to obtain an 80' width – for which the centerline of same shall align with Peterson Road right-of-way at the existing opening under the S.R. 429 overpass bridge. Attached hereto and marked Exhibit "E" is a survey sketch of the additional footage and legal description of right of way for Peterson Road west of S.R. 429.

ii) Furthermore, if vacation of the right-of-way in paragraph 3 (a), excavation and grading of the Peterson Road right-of-way described in paragraph 3 (b), and the mass grading plan are all approved by City, Owner will pay to the City ten percent (10%) of the dollar amount received by the Owner for the excavation material removed from the original City right-of-way that was in place prior to the execution of this Agreement. The cubic yards estimated to be removed from this City right-of-way area shall be submitted to the City Engineer for review and acceptance

prior to any clearing or grading activity associated with the Phasing Plan approved within the Wekiva Parkway Industrial Park Mass Grading Plan.

4. North - South Road Extension. The City is aware of the possibility to extend a north-south road conceptually aligned across Owner's Property as described in attached Exhibit "F." If the City determines that obtaining this extension is necessary to allow smoother transportation and access from Peterson Road to Highway 437, West Orange Avenue, the City may request dedication of the 80' right of way from Owner. Accordingly, at City's request, Owner agrees to convey to City an 80' right of way extending from the southern terminus of Peterson Road located at the south border of Owner's Property extending continuous through Owner's Property to the northern border comprising 80' in width for the purposes set forth herein. Owner shall execute and deliver to City a general warranty deed for the 80' right of way within thirty (30) days upon written request by City to Owner. Attached hereto and marked Exhibit "G" is a general sketch of the 80' right of way.

The above conveyance (paragraph 4) is expressly contingent upon the occurrence of the following actions within five (5) years of the date hereof: (a) the City vacating King Street as set forth in paragraph 5 below; (b) the City obtaining the necessary additional roadway property from other third party property owners necessary to complete the entire north-south road extension as planned; (c) the City obtaining necessary transportation studies indicating location of intersection with Highway 437, West Orange Avenue; and (d) completion of all planning and construction in accordance and in compliance with the requirements of all applicable jurisdictions. The proposed roadway is more particularly described by sketch attached hereto as Exhibit "H."

5. Vacation of King Street. The City will seek to vacate a publicly dedicated right of way known as King Street more particularly described in Exhibit "H" within thirty (30) days after construction of the north-south road as described in paragraph 4 above. Timing of the vacation of King Street shall be subject to the completed construction of the north-south road from the south end of Owner's Property to Highway 437, West Orange Avenue. Completion of the North-South extension will be determined in writing by the City Engineer.

6. Binding Effect. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by Owner without the need for consent by the City. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assigns. The Parties hereby covenant that they will enforce this Agreement and that it is a legal, valid and binding agreement.

7. Notices. All notices or payments required to be made hereunder shall be made at the following addresses:

To City: _____

With a Copy to: _____

To Owner: Patrick Lee
2560 West Orange Blossom Trail
Apopka, Florida 32712
ptlee@mffreezer.com

With a Copy to: Phil Tatich
P.O. Box 2545
Winter Park, Florida 32790
ptatichlaw@gmail.com

8. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties relating to this Agreement. No amendment to the terms of this Agreement shall be effective unless it is in writing signed by all parties hereto. Amendments to this Agreement will take effect and will be binding against the City only if approved by a vote of the City Council.

9. Waiver. The failure of any party hereto to insist upon or enforce any right or privilege granted hereunder shall not constitute or operate as a waiver thereof and nothing shall constitute a waiver of any party's right to insist upon strict compliance with the terms hereof. Provided however, any party may, in writing, waive the benefit of any provision or condition for its benefit which is contained herein. Waivers of material provisions of either this Agreement or the City's Land Development Regulations will be valid and binding against the City only if approved by a vote of the City Council.

10. Governing Law. This Agreement shall be governed by the law of the State of Florida. Venue for any judicial proceeding pertaining to this Agreement shall be in the Ninth Judicial Circuit of Florida in Orange County Florida.

11. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall remain enforceable to the greatest extent permitted by law.

12. Attorney's Fees. In the event of any dispute hereunder for any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable cost, fee, expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs, and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.

13. Recording. This Agreement shall be recorded in the Public Records of Orange County, Florida by the Owner at its expense.

14. Effective Date. This Agreement shall become effective after approval by the City Council and execution of this Agreement by all parties.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

WITNESS WHEREOF, the parties have set their hands and seals on the date first written above.

CITY OF APOPKA

By: City Council

By: _____

Joe Kilsheimer, Mayor

Attest:

By: _____

Glenn Irby, City Administrator

Approved as to form and correctness:

By: _____

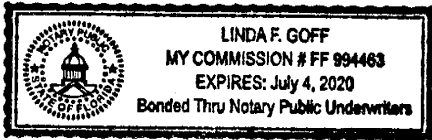
Clifford B. Shepard, City Attorney

R. Andrew Smith

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed, sworn to and acknowledged before me this 5th day of October 2016 by Joseph E. Kilsheimer as Mayor of the City of Apopka.

(SEAL)



Linda F. Goff
Signature of Notary Public

Linda F Goff
Name of Notary Public

(typed, printed or stamped)

Personally known X or produced _____ as identification.

"OWNER"
Mid Florida Freezer Warehouses, Ltd.

By: *Patrick T. Lee*
Printed Name: PATRICK T. LEE
Its: PARTNER

Anthony Dyal
Printed name: Anthony Dyal
Jeannette Acosta
Printed name: Jeannette Acosta

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed, sworn to and acknowledged before me this 12 day
of OCTOBER 2016 by PATRICK T. LEE as
OWNER of Mid-Florida Freezer Warehouses, Ltd.



Michelle McMichael

Signature of Notary Public

MICHELLE MCMICHAEL

Name of Notary Public

(typed, printed or stamped)

Personally known or produced _____ as identification.

Exhibit "A"
Owner's Property (Mass Grading Plan)

DESCRIPTION:

PARCEL 01-21-27-0000-00-060

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER IN SECTION 1, TOWNSHIP 21 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA. LESS ROAD RIGHT OF WAY.

PARCEL 01-21-27-0000-00-030

THE EAST 3/4 OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER. LESS THE WEST 200 FEET OF THE NORTH 660 FEET AND LESS THE SOUTH 30 FEET FOR RIGHT-OF-WAY, SECTION 1, TOWNSHIP 21 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA

PARCEL 06-21-28-7172-12-060

LOTS 2, 3, 4, 5 6, 7, AND 9 OF BLOCK L, TOWN OF PLYMOUTH, AS PER RECORDED PLAT IN PLAT BOOK B, PAGES 17-18, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 06-21-28-7172-13-000

ALL OF BLOCK "M", TOWN OF PLYMOUTH, AS PER RECORDED PLAT THEREOF RECORDED IN PLAT BOOK "B", PAGES 17-18, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 12-21-27-0000-00-010

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER. LESS THE NORTH 30 FEET FOR RIGHT-OF-WAY, SECTION 12, TOWNSHIP 21 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

PARCEL 12-21-27-0000-00-018

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, SECTION 12, TOWNSHIP 21 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

L.YING WEST OF STATE ROAD 429 (WESTERN BELTWAY)

Exhibit "B"
Un-Named Public Right of Way to be Vacated

SKETCH OF DESCRIPTION

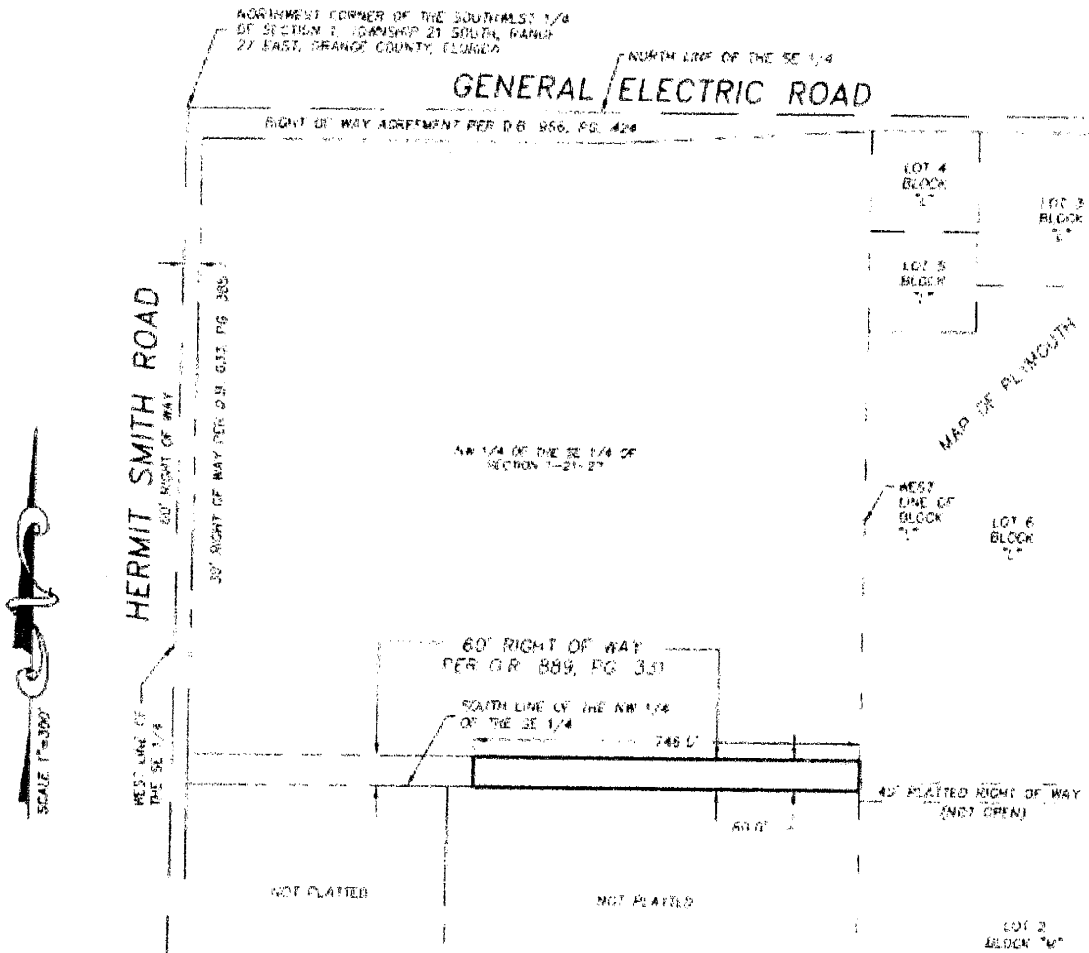
DESCRIPTION:

THE EAST 746.00 FEET OF THE SOUTH 60.00 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

SURVEYORS NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD, BY THIS FIRM.
3. THIS IS NOT A BOUNDARY SURVEY.

P.C.M. DENOTES PROFESSIONAL SURVEYOR AND MAPPER





JOB NUMBER: 14026.002		 ARON D. RESMAN, P.S.M. FLORIDA REGISTRATION NO. 5608	 BISHMAN CERTIFICATE OF AUTHORIZATION LB 7274 32 W. PLANT STREET Phone No. 407.905.8877 WINTER GARDEN, FL 34787 FG# No. 402.600.8875
SURVEY DATE:	6/25/16		
FIELD BY:	N/A		
FIELD ROOM:	N/A		
PAGES:	N/A		
FIELD DVE:	N/A		
QUANTITY:	14026.2002		

Exhibit "B"
Un-Named Public Right of Way to be Vacated

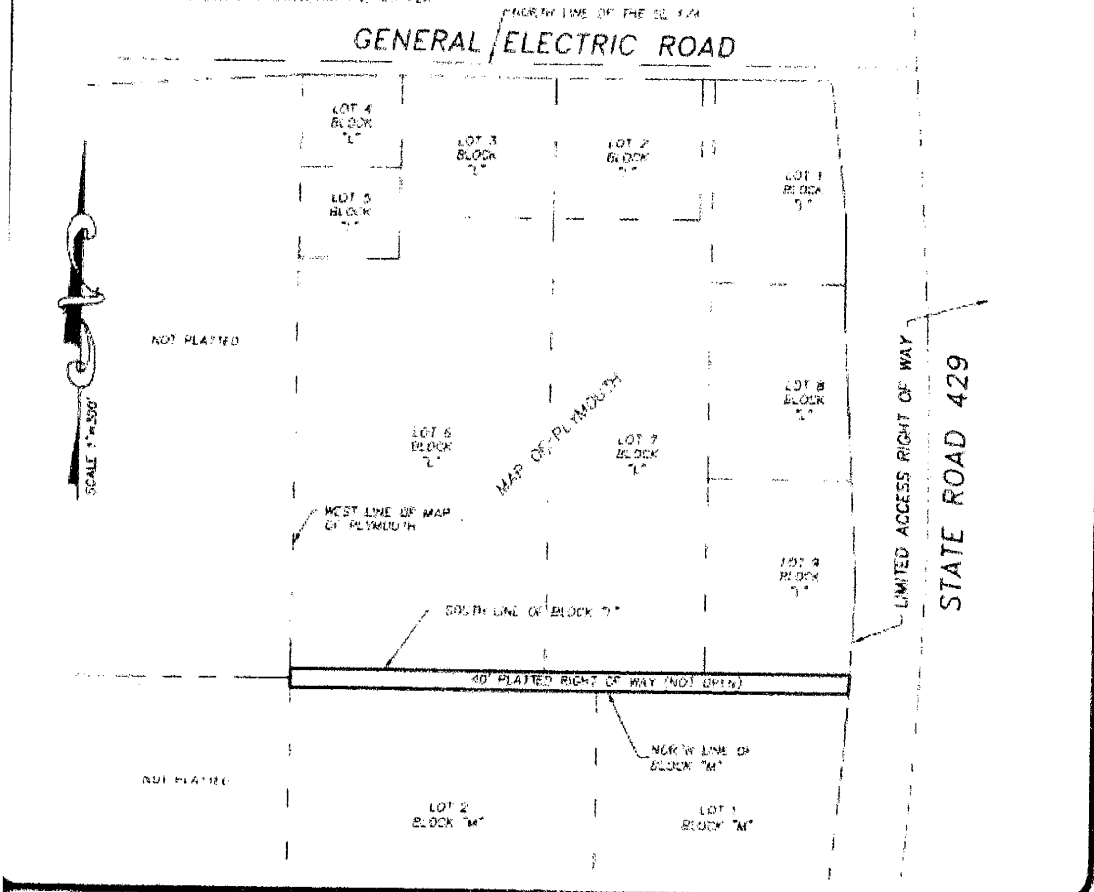
SKETCH OF DESCRIPTION

DESCRIPTION:

THE 40.00 RIGHT OF WAY LYING BETWEEN BLOCK M, AND BLOCK L, MAP OF PLYMOUTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK B, PAGE 17, PUBLIC RECORDS OF ORANGE COUNTY FLORIDA, BEING BOUND ON THE WEST BY THE WEST LINE OF SAID MAP OF PLYMOUTH AND BOUND ON THE EAST BY STATE ROAD NO. 429, LYING IN SECTION 1, TOWNSHIP 21 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

SURVEYORS NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD, BY THIS FIRM.
 3. THIS IS NOT A BOUNDARY SURVEY.
- P.S.M. DENOTES PROFESSIONAL SURVEYOR AND MAPPER




JOB NUMBER: 14026.002

SURVEY DATE	6/22/76
FIELD BY	N/A
FIELD BOOK	N/A
PAGES	N/A
FIELD FILE	N/A
DRAWING P.F.	14026-2.DWG

[Signature]

ARON D. BISHMAN, P.S.M. FLORIDA REGISTRATION NO. 2568



BISHMAN
 PROFESSIONAL SURVEYING & MAPPING, INC.

CERTIFICATE OF AUTHORIZATION LB 2074

52 W. PLANT STREET Phone No. 407 905 8677
 MAJESTY GARDEN, FL 34787 Fax No. 407 905 8676

Exhibit "C"
Petition to vacate public right of way Mid Florida Freezer



City of Apopka
Community Development Department
120 E. Main Street
P. O. Box 1229
Apopka, Florida 32704-1229
407-703-1739 - Phone -- 407-703-1791 - Fax

**APPLICATION FOR VACATING A PLAT, ALLEY
EASEMENT, STREET, PUBLIC RIGHT-OF-WAY**
Application Fee: \$200.00

	Vacating Alley
	Vacating Easement
	Vacating Plat
X	Vacating Street

-- FOR OFFICIAL USE ONLY--	
DATE SUBMITTED:	
FEE PAID: \$	
CHECK #:	
RECEIPT #:	

Owner(s) Information: Mid Florida Freezer Warehouse, LTD			
Street Address: P.O. Box 572			
City: Cape Canaveral		State: FL	Zip: 32902
Phone: 407-886-1971	Fax:	E-mail: Ptlee@mffreezer.com	
Property Information			
Location of Property: 445 Hermit Smith Road Apopka, FL			
Legal Description of Property to be Vacated:			
Parcel I.D. No.: 01-21-27-0000-00-060, 06-21-28-7172-12-060; 01-21-0000-00-030; 06-21-28-7172-13-000			
Identify Abutting Roads: Hermit Smith Road to the West and General Electric Road to the north			
Size (acres):			
REASON FOR REQUEST:			

Exhibit "C"
 Petition to vacate public right of way Mid Florida Freezer

Prior to the 429 Toll Road this right of way connected to Superior Commerce Blvd. Since the construction of the 429 the right of way now dead ends into the embankment and no longer connects to Superior Commerce Blvd on the eastern side.

Rev. 02-17-14

Application for Vacating
 Page 2

 Owner/Applicant's Name

ADJACENT PROPERTY:					
Direction	Jurisdiction		Zoning	Land Use	Present Use
	City	County			
North	X		I-1	Industrial	Vacant
East	X		I-1	Industrial	Vacant
South	X		I-1	Industrial	Vacant
	X		I-2	Industrial	Shop and warehouse
West	X		R-1AA	Res Very Low Suburban	Vacant
CURRENT LAND USE:		Industrial		CURRENT ZONING:	I-1

GENERAL INFORMATION:	
1.	Submittal deadline, first working day of each month.
2.	This Petition requires a Public Hearing and is reviewed as per the Land Development Code. A representative must be present for plat vacating requests at the City Council hearings.
3.	Public Hearing procedures shall be followed as set forth in Land Development Code.
4.	No portion of the \$200.00 submittal fee will be refunded after petition has been submitted.
5.	Costs incurred in addition to established fees for advertising, City Attorney, postage or consultant expenses must be paid to the City.
6.	Cancellation of public hearing by Applicant will necessitate Applicant paying all re-advertising costs.
ITEMS REQUIRED FOR SUBMITTAL:	

Exhibit "C"
Petition to vacate public right of way Mid Florida Freezer

1.	Completed application (typed).
2.	Submittal fee: \$200.00
3.	Proof of ownership and taxes paid.
4.	Current survey.
5.	Location map.
6.	Letter from adjacent property owner(s) or affected property owners, confirming that there is no objection to vacating (street), if required.
7.	Letter of Authorization if representation by other than property owner.
8.	For vacating street right-of-way, alley-way and Easement: One typed list of all adjacent property owners from the latest County Tax Assessment Roll, with Orange County Tax Map identifying property (format proved by City).
9.	Notice of adjacent property owner(s) (certified mail/return receipt requested) at least 15 days in advance of hearing.

Rev. 02-17-14

Application for Vacating
Page 3

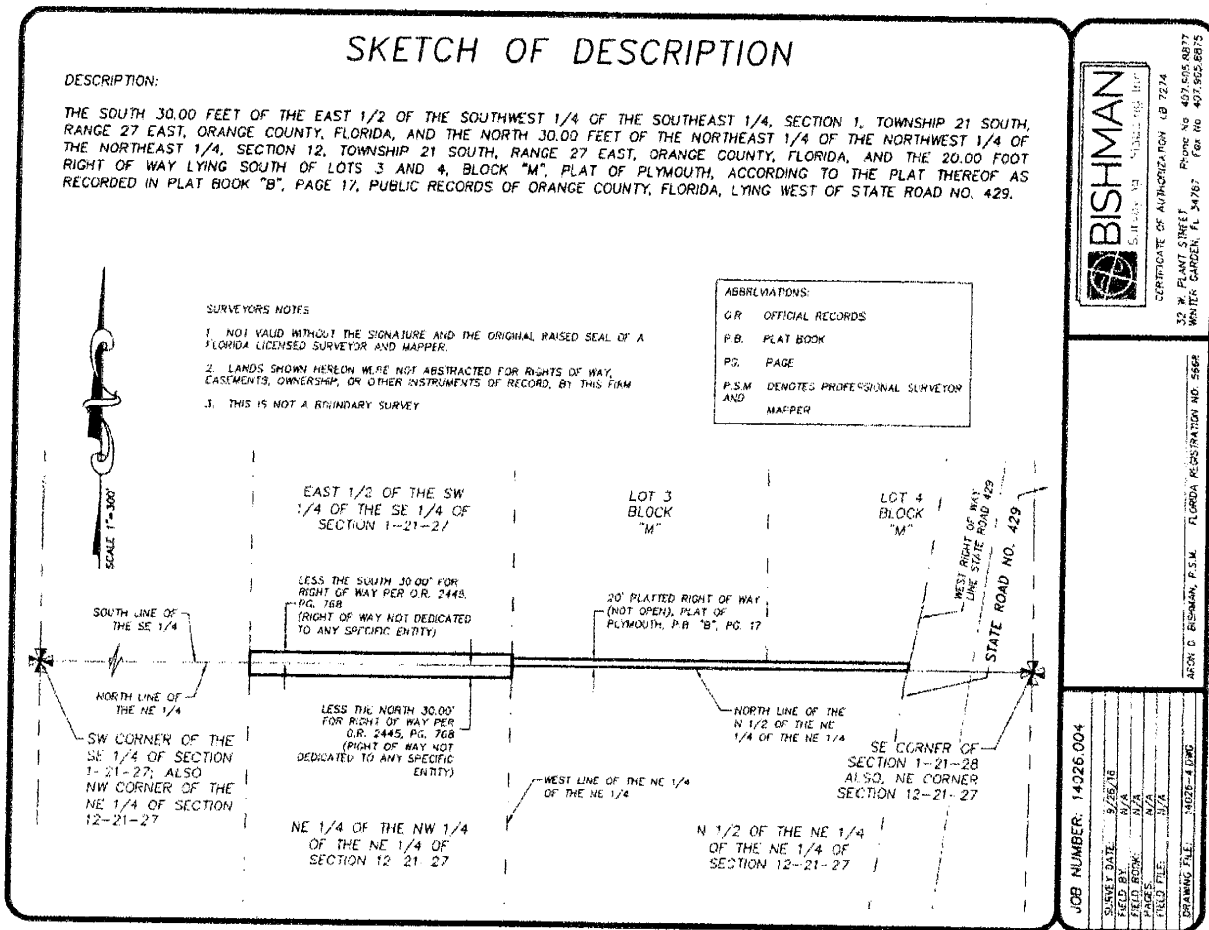
Owners/Applicant's Name

LETTER OF RELEASE MUST BE SUBMITTED FROM THE FOLLOWING UTILITY COMPANIES	
1.	Power Company
2.	Telephone Company
3.	Cable Television Company
4.	Gas Company
5.	Any other utility company within the area
<p>I hereby certify that, to the best of my knowledge and belief, all information supplied with this application is true and accurate.</p> <p>_____ Signature of Owner/Applicant</p> <p>_____ Date</p>	

Rev. 02-17-14

EXHIBIT "D"

Existing Peterson Road Right-Of-Way



BISHMAN

Surveyors and Engineers, Inc.

CERTIFICATE OF AUTHORIZATION CB 7274

12 W. PLANT STREET, P.O. BOX 407, GAITHERSBURG, MD 20878

ARON C. BISHMAN, P.S.M. FLORIDA REGISTRATION NO. 5568

JOB NUMBER: 14026 004

SURVEY DATE:	5/26/18
FIELD BY:	M/A
PLAT BOOK:	N/A
PAGE:	N/A
FIELD FILE:	N/A
DRAWING FILE:	14026-4.DWG

EXHIBIT "E"
Peterson Road 80' Wide Right-Of-Way Alignment

SKETCH OF DESCRIPTION

DESCRIPTION:

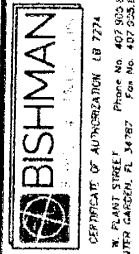
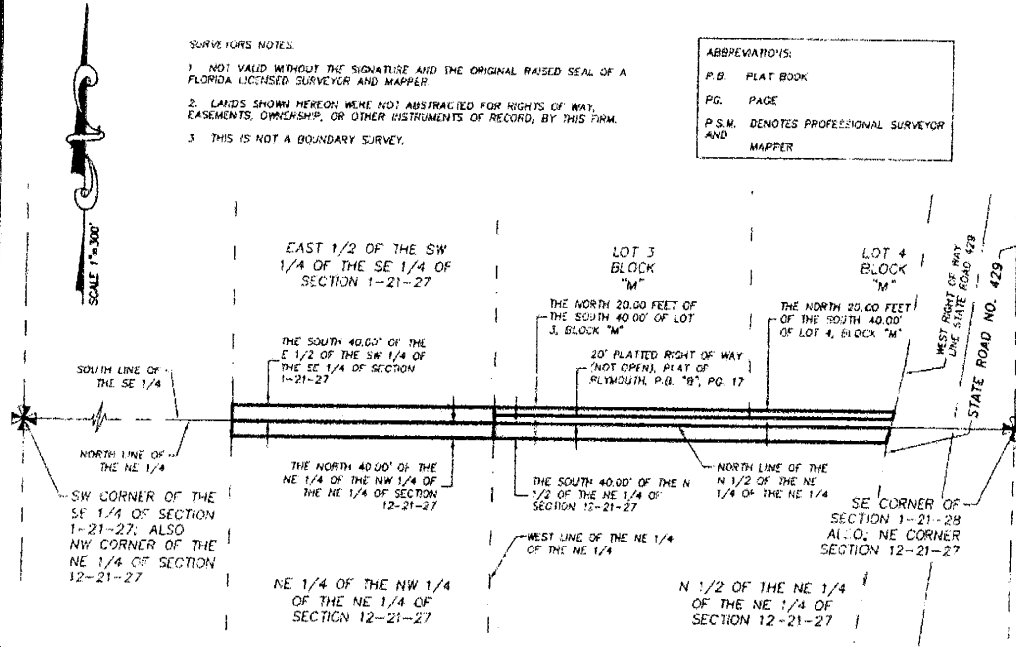
THE SOUTH 40.00 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTH 20.00 FEET OF THE SOUTH 40.00 FEET OF LOTS 3 AND 4, BLOCK "M", PLAT OF PLYMOUTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "B", PAGE 17, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING WEST OF STATE ROAD NO. 429, LYING IN SECTION 1, TOWNSHIP 21 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, AND THE NORTH 40.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTH 40.00 FEET OF THE NORTH 1/2 OF THE NORTHEAST 1/4, LYING WEST OF STATE ROAD NO. 429, LYING IN SECTION 12, TOWNSHIP 21 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

SURVEYOR'S NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD, BY THIS FIRM.
3. THIS IS NOT A BOUNDARY SURVEY.

ABBREVIATIONS:

P.B. PLAT BOOK
 PG. PAGE
 P.S.M. DENOTES PROFESSIONAL SURVEYOR AND MAPPER



CERTIFICATE OF AUTHORIZATION LB 7274
 Phone No. 407.925.9872
 52 W. PLANT STREET
 WINTER GARDEN, FL 34787
 Fax No. 407.253.8975

JOB NUMBER: 14026-004

DATE	9/22/10
FIELD BOOK	N/A
PAGES	N/A
FIELD FILE	N/A
TRAINING FILE	14026-0210

ADRIAN G. BISHMAN, P.S.M. FLORIDA REGISTRATION NO. 5688

Exhibit "F"

Owner's Property for North-South Road Dedication

PLYMOUTH CITRUS GROWERS ASSOCIATION REPLAT Y/38 LOT 14 (LESS BEG NW COR LOT 14 TH RUN E 316.21 FT S 55 DEG E 780.75 FT TO NLY MOST COR LOT 1 TH SWLY ALONG W LINES OF LOTS 1 & 15 TO WLY MOST COR LOT 15 TH RUN N 78 DEG W 383.02 FT TO W LINE LOT 14 TH N 1300 FT TO POB) & (LESS COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 6 THENCE NORTH 89-38-45 WEST 2622.61 FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 6 TO THE SOUTHWEST CORNER OF SAID SECTION 6 THENCE NORTH 00-12-27 WEST 192.68 FEET ALONG THE WEST LINE OF SAID SECTION 6 THENCE DEPARTING SAID WEST SECTION LINE NM NORTH 89-47-33 EAST 29.90 FEET TO THE EXISTING EASTERLY RIGHT OF WAY LINE OF SORRENTO AVENUE AND TO POB THENCE NORTH 00-12-19 WEST 1116.54 FEET ALONG SAID EXISTING EASTERLY RIGHT OF WAY LINE OF SORRENTO AVENUE TO A POINT ON THE SOUTHERLY LINE OF SUPERIOR COMMERCE PARK AS RECORDED IN PLAT BOOK 55 PAGE 50 OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA THENCE DEPARTING SAID RIGHT OF WAY LINE RUN SOUTH 78-31-42 EAST 66.05 FEET ALONG SAID SOUTHERLY LINE TO A POINT ON A NON-TANGENT CURVE (CONCAVE NORTHWESTERLY) THENCE DEPARTING SAID SOUTHERLY LINE FROM A CHORD BEARING OF SOUTH 05-10-54 WEST RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 5143.54 FEET FOR AN ARC DISTANCE OF 576.55 FEET THROUGH A CENTRAL ANGLE OF 06-25-21 TO END OF CURVE THENCE SOUTH 17-07-07 EAST 160.89 FEET THENCE SOUTH 06-24-36 WEST 134.98 FEET THENCE SOUTH 09-37-33 WEST 245.05 FEET TO POB) SEE 6133/4719 & (LESS PLYMOUTH CITRUS GROWERS ASSOCIATION SUB Q/143 SOUTH 50 FT OF BLOCK F & G PER DB883/144)

Subject Site:

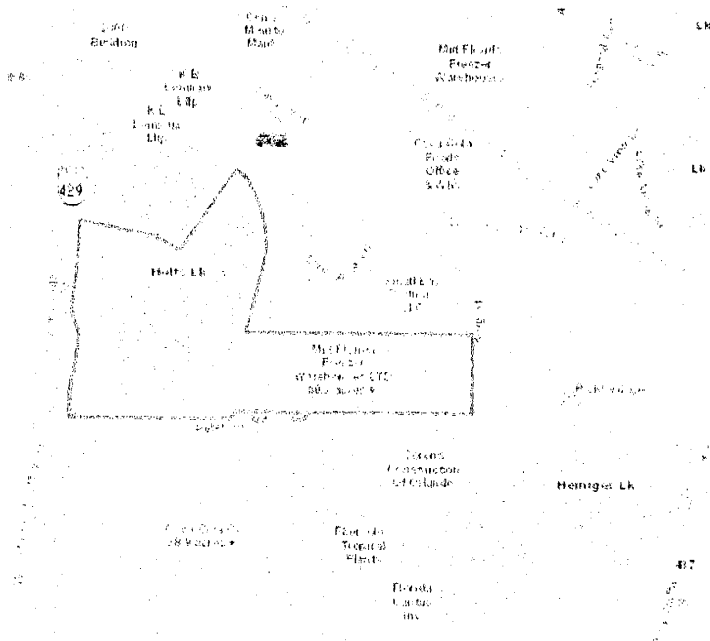


EXHIBIT "G"

North-South Road Conceptual Alignment and Design

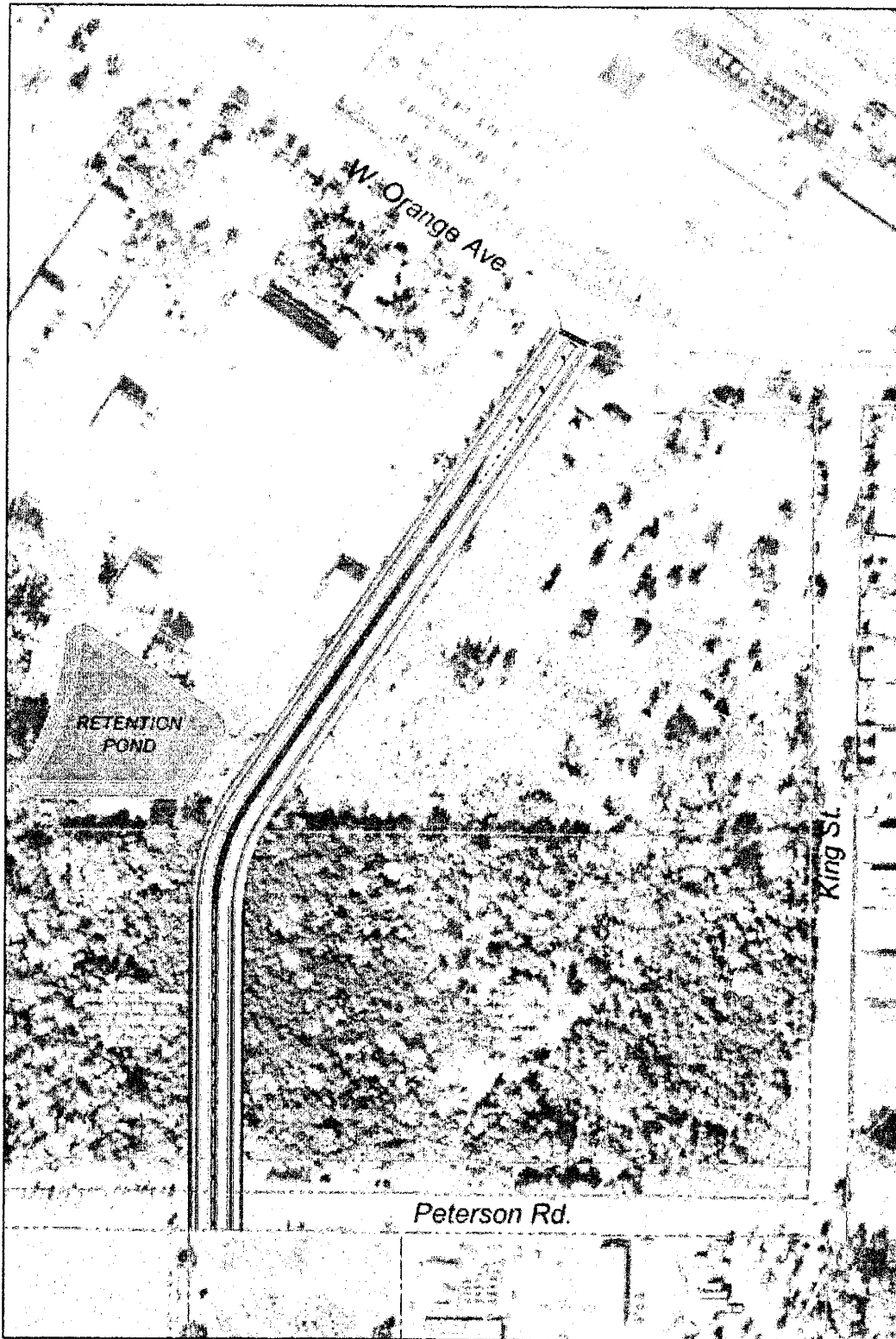
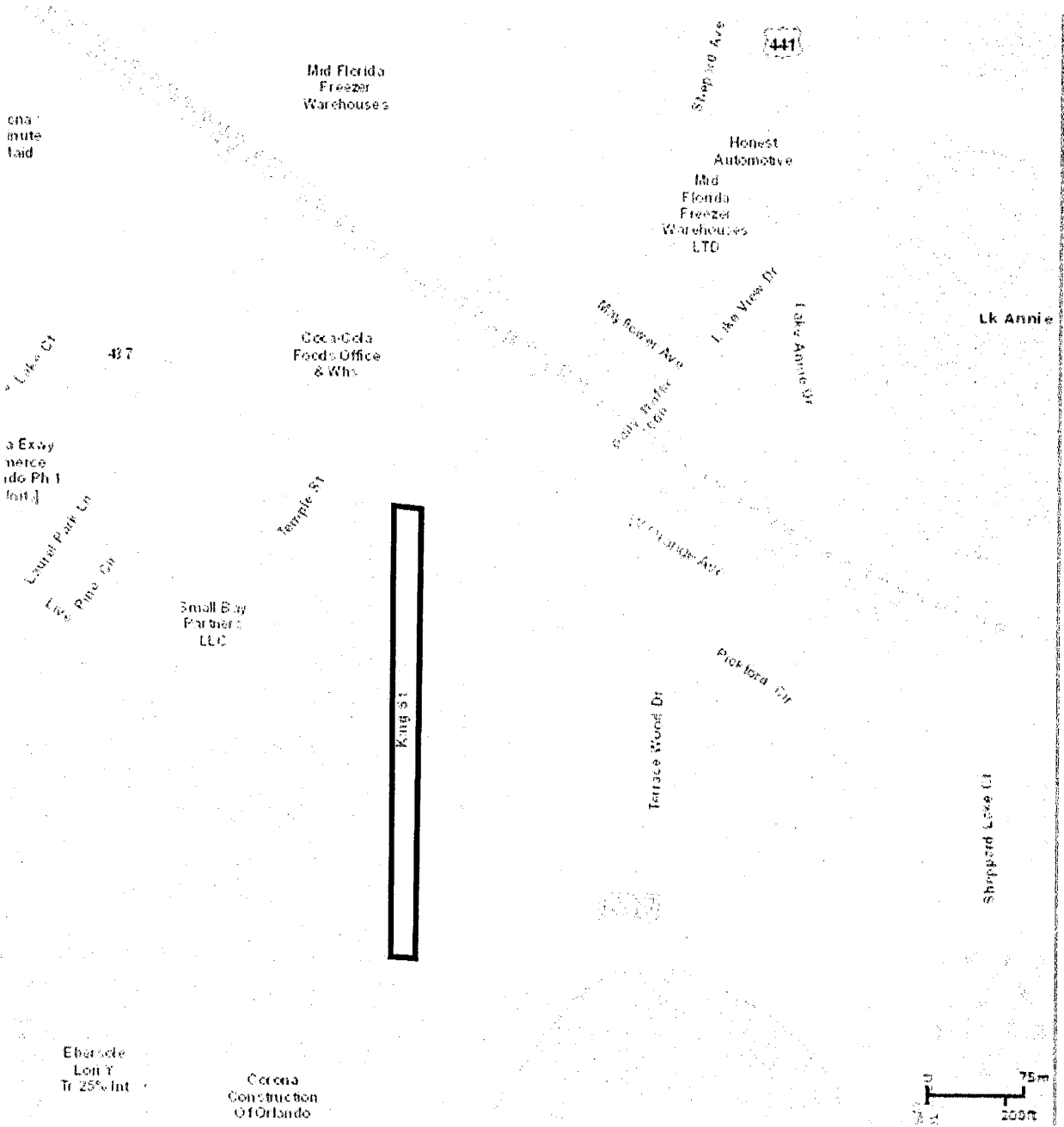


EXHIBIT "H"

General Boundary of King Street Vacate



Backup material for agenda item:

13. Resolution No. 2016-35 - Economic Development Grant and Tax Abatement Agreement – Qorvo US, Inc.
Hitt

James



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: December 7, 2016
 FROM: Administration
 EXHIBIT(S): Grant Agreement

SUBJECT: ECONOMIC DEVELOPMENT INCENTIVE – QORVO US, INC.

REQUEST: APPROVAL OF RESOLUTION NO. 2016-35 FOR THE ECONOMIC DEVELOPMENT INCENTIVE GRANT AGREEMENT AND QUALIFIED TARGET INDUSTRY (QTI) PROGRAM; and, AUTHORIZE THE CITY ADMINISTRATOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT BETWEEN THE CITY OF APOPKA AND QORVO US, INC. FOR TAX ABATEMENT

SUMMARY:

Qualified Target Industry (QTI) Program:

The city was recently made aware of a potential major business expansion within the city. Qorvo US, Inc. Qorvo designs and fabricates key electronics components for consumer devices and the defense industry. Qorvo recently was granted new contracts that will require physical expansion of the facility and the potential for the addition of 100 new jobs. However, they are in competition with another fabrication facility out of state. The company has already transferred one product line to this out of state facility. There is little distinction between the two sites based upon capabilities. Due to this circumstance upon this, the Apopka site must show other competitive advantages such as cost efficiency, supportive local governments and talented employees.

If successful, the expansion will consist of a 33,000 sq. ft. office addition and 7,000 sq. ft. of lab space and parking, to the existing facility. The project will create, approximately 100 new high-wage jobs in the City for primarily engineers (90), IT (2), Management (5) and Production (3) with an average site salary of approximately \$83,900 and an average engineer salary on site of \$85,000. It is anticipated that up to 50% of the new employees will be hired locally.

The property tax incentive the state has a Qualified Target Industry (QTI) program that provides a reimbursement to a company that meets job creation criteria. Qorvo meets criteria for a \$6,000 per job reimbursement. Under this program, the state pays 80% of the cost (\$480,000) while the local government contributes 20%. Since we are approaching this as a partnership with Orange County, the city would be responsible for 10% or \$60,000 for the job creation and Orange County would cover the other half. Assuming all 100 jobs are created, the city would be ultimately responsible for \$60,000 over the life of the agreement or an average of \$7,500 per year.

Tax Abatement:

Based upon this situation the Orlando Economic Development Commission, Orange County Economic Development Department and City have joined forces to propose an economic incentive package to provide Qorvo with a competitive advantage over the out of state facility. To accomplish this, Orange County is processing an incentive package that will include a tax incentive that will reduce the property tax burden by 50% for any increase in value for the expansion. This is accomplished through a tax incentive program granted under Chapter 196 of the Florida Statutes. The city may grant a similar reduction through an Economic Incentive Grant under Chapter 166.021 of the Florida Statutes. Based upon this we may reimburse the company 50% of the increase in their property tax following the expansion. This would be available to them over an eight (8) year period at which time they would begin paying taxes on the improvements. Assuming a 43 million dollar investment which would include a new building and personal property Equipment, as anticipated by Qorvo, the city would reimburse approximately \$578,745 over the term of the Agreement (approx. 8 years) through the proposed tax abatement.

The benefit of incentives of this nature is that it is entirely performance based. If the expansion does not occur or the jobs are not created the city has no obligation.

Exhibits:

- Resolution No. 2016-35
- Orange County 2016 Incentive / Exemption Project Worksheet
- Economic Development Grant Agreement – Tax Abatement (Apopka & Qorvo US, Inc.)
- Sample QTI Payout Schedule – for jobs
- Sample Tax Abatement – for Apopka City Taxes

FUNDING SOURCE

Budgeted Annually

RECOMMENDATION ACTION:

Approve Resolution No. 2016-35 for the Economic Development Incentive Grant Agreement for Qorvo in the Qualified Target Industry (QTI) Program for job creation; **and**, authorize the City Administrator or his designee to execute the Economic Development Incentive Grant Agreement for Tax Abatement between the City Of Apopka and Qorvo US Inc.

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

RESOLUTION NO. 2016-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, RECOMMENDING THAT QORVO US, INC. BE APPROVED AS A QUALIFIED TARGET INDUSTRY BUSINESS PURSUANT TO SECTION 288.106, FLORIDA STATUTES; PROVIDING AN APPROPRIATED 10 PERCENT SHARE OF \$120,000 AS LOCAL PARTICIPATION IN THE QUALIFIED TARGET INDUSTRY TAX REFUND PROGRAM FOR FISCAL YEARS 2017-2025; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 1994, the Florida legislature passed legislation establishing a “Qualified Target Industry Tax Refund Program” (“QTI Program”) to encourage the creation of new high-wage job opportunities in Florida by providing “tax refunds” to qualified target industries; and

WHEREAS, the business under consideration is Qorvo US, Inc. (hereinafter “Qorvo”); and

WHEREAS, Qorvo was incorporated on January 1, 2015, and is headquartered in Oregon; and

WHEREAS, Qorvo provides standard and custom product solutions for the mobile, infrastructure and defense markets, as well as strategic foundry services, and has design, manufacturing, applications engineering and sales/support facilities around the globe; and

WHEREAS, Qorvo has 6.9 billion dollars in assets, 1.2 billion dollars in working capital, 4 major manufacturing sites within the United States, 40+ sites worldwide, generates 3 billion dollars in revenue with no debt, and employees approximately 7,500 employees; and

WHEREAS, Qorvo seeks to expand its current manufacturing plant and design center in Apopka with a new 33,000 sq. ft. office addition and a 7,000 sq. ft. lab space for design and research (the “Project”); and

WHEREAS, Qorvo will be increasing its production capacity and investing more than 40 million dollars in high tech semi-conductor fabrication equipment; and

WHEREAS, the “Project,” will create, approximately 100 new high-wage jobs in the City for engineers for primarily engineers (90), IT (2), Management (5) and Production (3) with an overall average site salary of approximately \$83,900 and an average engineer salary on site of \$85,000; and

WHEREAS, Qorvo intends to give at least 50% hiring priority to qualified City residents and to also seek qualified minorities from the Central Florida area to fill its hiring needs; and

WHEREAS, alternative sites for the Project exist in the Greensboro, NC metropolitan area, and financial incentives play a critical role in Qorvo’s decision to establish the Project in Apopka rather than in Greensboro, NC.

WHEREAS, Qorvo has applied to the Executive Office of the Governor, Office of Tourism, Trade, and Economic Development for approval as a qualified QTI Program applicant, and has applied for \$600,000 in tax refunds from the State of Florida under the QTI Program, representing \$6,000 per job pursuant to s. 196.1995, Florida Statutes; and

WHEREAS, competition for Qorvo exists outside of Florida, and financial incentives are necessary to ensure that the company expands its Project in the City of Apopka rather than elsewhere; and

WHEREAS, the State contribution consists of \$480,000 = 80%, and the local contribution is \$120,000 = 20% to be paid out by Orange County (\$60,000 = 10%) and the City of Apopka (\$60,000 = 10%)

WHEREAS, a Resolution from Apopka City Council recommending Qorvo be approved as a target industry business and stating that the City agrees to pay 10% of the total tax refund received under the QTI Program, not to exceed \$6,000 per job pursuant to s. 196.1995, Florida Statutes, is required before Enterprise Florida and the Office of Tourism, Trade and Economic Development will consider Qorvo’s application for the program which is half of the necessary commitment of local financial support; and

WHEREAS, Orange County has also agreed to pay 10% of the of the total tax refund, which equates to the other half of necessary commitment of local financial support.

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

Section 1. The Apopka City Council hereby recommends that the State of Florida Department of Economic Opportunity approve Qorvo as a “qualified applicant” under the QTI Program pursuant to s. 288.106, Florida Statutes.

Section 2. The Apopka City Council verifies that the necessary local financial support for the Qualified Target Industry Tax Refund Program exists, subject to the terms of this Resolution, in the amount of, but not to exceed \$60,000, which equals 10% of the local tax refund requested as the local contribution from the City of Apopka, and will be provided in the form of ad valorem tax abatement granted to Qorvo US, Inc. pursuant to s. 196.1995, Florida Statutes.

Section 3. The Apopka City Council’s promise to pay the amount specified in this Resolution is contingent upon (i) Qorvo receiving the designation as a “qualified applicant” in connection with the QTI program, (ii) appropriation by the Apopka City Council in each applicable year authorizing payment of the revenues hereunder, (iii) on an annual basis, award by the State of Florida of tax refunds under the QTI Program; and, (iv) Orange County pays their 10% share of the local contribution as well for the program for each of the applicable years.

Section 4. Unless otherwise provided in this Resolution, the City shall pay the “local financial support” as shown in Exhibit “A” in the following amounts:

<u>Fiscal Year</u>	<u>Amount</u>
2016/2017	\$ 3,000
2017/2018	\$ 6,000
2019/2020	\$ 9,000
2020/2021	\$ 12,000
2021/2022	\$ 12,000
2022/2023	\$ 9,000
2023/2024	\$ 6,000
2024/2025	\$ 3,000
TOTAL	\$ 60,000

Such sums shall be paid from any legally available source or sources of revenue other than those specified in the QTI Program (or rules promulgated thereunder) as being ineligible for such purpose.

Section 5. In the event that Qorvo is approved by the State of Florida for tax refunds in an amount less than the estimated amount of \$600,000, the local financial support to be paid by the City to the Economic Development Trust Fund shall be proportionately reduced so that the total tax refund awarded to Qorvo by the City will not exceed ten percent (10%) of the total tax refund awarded to Qorvo under the QTI Program.

Section 6. Severability. If any section, sentence, clause or phrase of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding in no way shall affect the remaining portions of this resolution.

Section 7. Effective Date. This resolution shall take effect immediately upon its adoption.

PASSED AND RESOLVED this ____ day of _____, 2016, by the City Council of the City of Apopka, Florida.

APPROVED:

Joe Kilsheimer, Mayor

ATTEST:

Linda F. Goff, City Clerk

Exhibit "A"

Sample QTI Payout Schedule

	Input		Calculation							
Number of Jobs	100									
QTI Award Amount	\$ 6,000									
Total QTI Refund	\$ 600,000									
	12/31/2017	12/31/2018	12/31/2019	12/31/2020	12/31/2021	12/31/2022	12/31/2023	12/31/2024	12/31/2025	Total
Jobs	20	20	20	20	20	-	-	-	-	100
	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	Total
Phase I		\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000					\$ 120,000
Phase II			\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000				\$ 120,000
Phase III				\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000			\$ 120,000
Phase IV					\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000		\$ 120,000
Phase V						\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 120,000
Total Refund Payment	\$ -	\$ 30,000	\$ 60,000	\$ 90,000	\$ 120,000	\$ 120,000	\$ 90,000	\$ 60,000	\$ 30,000	\$ 600,000
State Contribution (80%)	\$ -	\$ 24,000	\$ 48,000	\$ 72,000	\$ 96,000	\$ 96,000	\$ 72,000	\$ 48,000	\$ 24,000	\$ 480,000
Local Contribution (20%)*	\$ 6,000	\$ 12,000	\$ 18,000	\$ 24,000	\$ 24,000	\$ 18,000	\$ 12,000	\$ 6,000	\$ -	\$ 120,000

Note: Refund payments are offset from the job creation by one year because the refund payment is made to the company after July 1 (the beginning of the state's fiscal year), the year following the job creation. For example, for jobs created 12/31/17, the refund payment would be made in July 2018. The first year's payout is the only exception for payout.

* Apopka's share is half the local contribution

CITY OF APOPKA, FLORIDA
and
QORVO US, INC.

ECONOMIC DEVELOPMENT GRANT AGREEMENT

This Economic Development Grant Agreement, herein referred to as the “Agreement,” is entered into as of the ____ day of _____, 2016, by and between the City of Apopka, Florida, a municipality within the State of Florida, hereinafter referred to as “City,” and Qorvo US, Inc., a corporation registered in the State of Delaware, herein referred to as “Qorvo.”

WITNESSETH

WHEREAS, the Florida Legislature enacted Section 166.021, Florida Statutes, (the “Act”), which grants economic development powers to cities and acknowledges that the expenditure of public funds for economic development activities is a valid public purpose; and

WHEREAS, pursuant to the Act, municipal economic development activities constituting a public purpose may include, but are not limited to, making grants to private enterprise for the expansion of businesses existing in the community or the attraction of new businesses to the community; and

WHEREAS, Qorvo was incorporated on January 1, 2015, and is headquartered in Oregon; and

WHEREAS, Qorvo provides standard and custom product solutions for the mobile, infrastructure and defense markets, as well as strategic foundry services, and has design, manufacturing, applications engineering and sales/support facilities around the globe; and

WHEREAS, Qorvo has 6.9 billion dollars in assets, 1.2 billion dollars in working capital, 4 major manufacturing sites within the United States, 40+ sites worldwide, generates 3 billion dollars in revenue with no debt, and employees approximately 7,500 employees; and

WHEREAS, Qorvo seeks to expand its current manufacturing plant and design center in Apopka with a new 35,000 sq. ft. building that will house approximately 7,000 sq. ft. of research and design and prototype labs (the “Project”); and

WHEREAS, Qorvo will be increasing its production capacity and investing more than 40 million dollars in high tech semi-conductor fabrication equipment; and

WHEREAS, the “Project,” will create, approximately 100 new high-wage jobs in the City for engineers (90), IT (2), Management (5) and Production (3) with an average site salary of approximately \$83,900 and an average engineer salary on site of \$85,000; and

WHEREAS, alternative sites for the Project exist in the Greensboro, NC metropolitan area, and municipal financial incentives play a critical role in Qorvo’s decision to establish the Project in Apopka rather than in Greensboro, NC.; and

WHEREAS, THE City has approved Resolution No. 2016-35 (Exhibit “A”) in support of the Qualified Target Industry (QTI) program, in which the parameters of the Tax Abatement program shall be adhered to.

NOW, THEREFORE, in consideration of the covenants and considerations herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of this Agreement.

Section 2. Definitions. The Project that is subject to this Agreement is comprised of a design center and R&D/prototype lab expansion which shall have the meanings as set forth in the Preamble hereinabove of this Agreement.

“Project Property” for purposes of this Agreement shall consist of all facilities, equipment, tools and furnishings utilized in or with respect to the Project (whether owned or leased by Qorvo, or any other affiliate, including whether owned by finance affiliates and lessors) that are added to the City’s property tax rolls on 2017 – 2025. “Project Property” under this Agreement specifically excludes facilities, equipment, tools and furnishings existing on the City’s personal property rolls prior to 1/1/2017, and specifically excludes property acquired to replace existing property.

“General Fund Portion” shall mean City property taxes collected by Orange County government from Qorvo and then paid from Orange County to the City, it being understood that the citywide property tax rate is currently \$3.7876 per \$1,000 of taxable value.

Section 3. Payment.

3.1 The City shall pay to Qorvo an amount equal to the General Fund Portion of property taxes received on the Project by the City for each of eight calendar/tax years, 2017 through 2025, as an economic development grant, hereinafter referred to as the “Grant,” pursuant to the terms and conditions set forth herein.

3.2 The City’s obligation to make payments under this Agreement each year shall be contingent upon and shall arise only after the following events:

- a. Approval by the State of Florida of Qorvo's application for participation in the QTI Program.
- b. Appropriation by the City Council of Apopka in each applicable fiscal year of revenues for the payment of the Grant hereunder.
- c. Qorvo's payment of ad valorem taxes levied against Project Property for the year for which an installment payment is requested. Exhibit "B" shows the estimated revenue from each year's tax abatement which runs from about 18% to 40% of the estimated increase of new taxes each year, less the QTI job creation payments.
- d. Qorvo's written request for an installment payment for the particular calendar year, and provision to the Finance Director and City Administrator of all documents, statements, and other evidence of completion of the requirements contained in this Agreement, including, without limitation, a description of the Project Property. Said evidence shall include ownership descriptions, property tax account numbers, date or dates that the Project Property is added to the tax roll, taxable values, total taxes paid, eligible taxes paid, and copies of tax bills on the Project Property.

3.3 Provided the City Council has appropriated the funds as set forth in 3.2b. above and provided the Finance Director has determined that Qorvo has complied with the terms and conditions of this Agreement, within 15 business days of the receipt of such request for payment the Finance Director shall provide a written memo to the City Administrator stating that Qorvo has satisfied the particular requirements set forth in Section 3.2 herein. Within 15 days of receipt of this written memo, the City Administrator shall cause the appropriate installment payment for the applicable year as set forth herein.

3.4 Each of the eight annual potential installment payments by the City shall be an amount equal General Fund Portion of the City taxes paid by Qorvo, less the QTI program payment. In no year shall incentive payments exceed the General Fund Portion of tax revenue to the City that is generated by this Project.

3.5 Qorvo shall be eligible to receive Grant Installment payments for the eight calendar/tax years 2017 through 2025. The amount of each installment payment shall be as set forth in section 3.4. Qorvo expressly understands that the City will not accrue obligations for annual installment payments for calendar/tax years in which it fails to request payment by March 1 following each calendar year. If, upon termination of this Agreement, Qorvo has received an amount of installment payments less than the amount set forth in section 3.1, the City shall have no obligation to pay the deficiency.

Section 4. Records, Audit, Breach, Repayment, Term, Termination and Notice

4.1 Qorvo shall maintain books, records, and other evidence relating to the Project ("Books and Records") in accordance with generally accepted accounting principles, procedures and practices, which documents Project Property in a manner that fulfills the requirement of this Agreement.

4.2 Qorvo acknowledges the City shall have the right to audit the Books and Records of Qorvo from time to time for compliance by Qorvo with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement, which shall extend for a period of three (3) years after the term of this Agreement.

4.3 The City shall, upon reasonable notice, have full access during normal business hours for inspection, review and audit of the Books and Records of Qorvo.

4.4 Qorvo shall be liable for repayment of any funds disbursed under the terms of this Agreement that may be deemed by the City to have been disbursed in error.

4.5 This Agreement shall take effect after it is duly approved by the City and is properly executed and delivered by the parties hereto, and after Qorvo provides documentation to the City reflecting the fulfillment of the conditions set forth in sections 3.2.a.

4.6 This Agreement shall terminate on December 31, 2025 (provided, this Agreement shall continue to the extent and for such time as Qorvo has the right to receive, and actually receives, the installment payment for calendar/tax year 2025).

4.7 If Qorvo breaches any material term of this Agreement and such breach remains uncured as provided in section 4.8, the City may terminate the whole or any part of this Agreement.

4.8 Before the City may exercise its right of termination, the City shall provide written notice to Qorvo of its breach, and Qorvo shall have thirty (30) days thereafter within which to cure the breach or default.

4.9 Waiver by the City of breach of any of the provisions of this Agreement shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

4.10 If any court finds Section 166.021, Florida Statutes, invalid for any reason, the City shall have the right to terminate this Agreement.

4.11 Any notices required or allowed herein under shall be in writing and given by certified mail, return receipt requested, or in person with proof of delivery to the addressees below or such other addresses either party shall have specified by written letters to the other part delivered in accordance herewith:

CITY: Glenn Irby, City Administrator
City of Apopka
120 East Main Street
Apopka, FL 32703

and

QORVO: Jaymie McCoy, Corporate Site Services Manager
Qorvo Florida, Inc.
1818 S. Orange Blossom Trail
Apopka, Florida 32703

Section 5. Indemnification. Each party to this Agreement shall be solely responsible for all claims, including but not limited to, suits, actions, legal or administration proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature, arising out of its acts, errors and omissions in connection with this Agreement, or the acts, errors and omissions of anyone acting under its direction, control and on its behalf, and accordingly each party shall defend, indemnify and hold harmless the other party, its agents, employees and elected officers, at all times from and against any and all liability, loss or expenses arising from said claims. City's liability under the preceding sentence shall not include punitive damages or interest for the period before judgment. Additionally, City shall not be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the City arising out of the incident or occurrence, exceeds the sum of \$300,000.

Section 6. Assignment. Qorvo shall not assign any rights or duties under this Agreement to any other party without the prior written consent of the City which consent shall be determined in City's sole discretion; provided that Qorvo may, upon written notice to the City, assign this Agreement to any other entity controlled by Qorvo, to the extent that the Project is simultaneously assigned to Qorvo, or such other controlled entity so long as such entity agrees to all the terms and conditions of this Agreement.

Section 7. Laws and Venue.

7.1 Qorvo will comply with all applicable federal, state and local laws and rules and regulations.

7.2 This Agreement shall be construed, controlled and interpreted according to the laws of the State of Florida, and venue shall lie in the Circuit Court of Orange County, Florida, in the event of litigation proceedings in connection with this Agreement.

Section 8. Other Conditions.

8.1 Any alterations, variations, modifications or waivers of provisions of this Agreement shall be valid only when such have been reduced to writing, signed by both parties, and approved by the City of Apopka, Florida.

8.2 The name of the official payee to whom the City shall issue checks shall be "Qorvo US, Inc."

8.3 This Agreement is for the benefit of the City and Qorvo, and no right or cause of action shall accrue upon or be reason hereof to or for the benefit of any third party. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity or agencies, other than the parties hereto, any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof.

WHEREFORE, the City of Apopka, Florida and Qorvo have executed this Agreement as of the day and year first above written.

[SIGNATURES ON FOLLOWING PAGES]

CITY OF APOPKA, FLORIDA

By: City Administrator

By: _____

Glenn Irby
City Administrator

ATTEST:

By: _____

Linda F. Goff, City Clerk

QORVO US, INC.

By: _____

Witness:

Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The forgoing instrument was acknowledged before me on the ____ day of _____, 2016 by
_____ who is personally known to me or has produced
_____ as identification and who did (did not) take an oath.

Notary Signature Notary Public
My Commission Expires:

Print Name

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, RECOMMENDING THAT QORVO US, INC. BE APPROVED AS A QUALIFIED TARGET INDUSTRY BUSINESS PURSUANT TO SECTION 288.106, FLORIDA STATUTES; PROVIDING AN APPROPRIATED 10 PERCENT SHARE OF \$120,000 AS LOCAL PARTICIPATION IN THE QUALIFIED TARGET INDUSTRY TAX REFUND PROGRAM FOR FISCAL YEARS 2017-2025; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 1994, the Florida legislature passed legislation establishing a “Qualified Target Industry Tax Refund Program” (“QTI Program”) to encourage the creation of new high-wage job opportunities in Florida by providing “tax refunds” to qualified target industries; and

WHEREAS, the business under consideration is Qorvo US, Inc. (hereinafter “Qorvo”); and

WHEREAS, Qorvo was incorporated on January 1, 2015, and is headquartered in Oregon; and

WHEREAS, Qorvo provides standard and custom product solutions for the mobile, infrastructure and defense markets, as well as strategic foundry services, and has design, manufacturing, applications engineering and sales/support facilities around the globe; and

WHEREAS, Qorvo has 6.9 billion dollars in assets, 1.2 billion dollars in working capital, 4 major manufacturing sites within the United States, 40+ sites worldwide, generates 3 billion dollars in revenue with no debt, and employees approximately 7,500 employees; and

WHEREAS, Qorvo seeks to expand its current manufacturing plant and design center in Apopka with a new 33,000 sq. ft. office addition and a 7,000 sq. ft. lab space for design and research (the “Project”); and

WHEREAS, Qorvo will be increasing its production capacity and investing more than 40 million dollars in high tech semi-conductor fabrication equipment; and

WHEREAS, the “Project,” will create, approximately 100 new high-wage jobs in the City for engineers for primarily engineers (90), IT (2), Management (5) and Production (3) with an overall average site salary of approximately \$83,900 and an average engineer salary on site of \$85,000; and

WHEREAS, Qorvo intends to give at least 50% hiring priority to qualified City residents and to also seek qualified minorities from the Central Florida area to fill its hiring needs; and

WHEREAS, alternative sites for the Project exist in the Greensboro, NC metropolitan area, and financial incentives play a critical role in Qorvo’s decision to establish the Project in Apopka rather than in Greensboro, NC.

WHEREAS, Qorvo has applied to the Executive Office of the Governor, Office of Tourism, Trade, and Economic Development for approval as a qualified QTI Program applicant, and has applied for \$600,000 in tax refunds from the State of Florida under the QTI Program, representing \$6,000 per job pursuant to s. 196.1995, Florida Statutes; and

WHEREAS, competition for Qorvo exists outside of Florida, and financial incentives are necessary to ensure that the company expands its Project in the City of Apopka rather than elsewhere; and

WHEREAS, the State contribution consists of \$480,000 = 80%, and the local contribution is \$120,000 = 20% to be paid out by Orange County (\$60,000 = 10%) and the City of Apopka (\$60,000 = 10%)

WHEREAS, a Resolution from Apopka City Council recommending Qorvo be approved as a target industry business and stating that the City agrees to pay 10% of the total tax refund received under the QTI Program, not to exceed \$6,000 per job pursuant to s. 196.1995, Florida Statutes, is required before Enterprise Florida and the Office of Tourism, Trade and Economic Development will consider Qorvo’s application for the program which is half of the necessary commitment of local financial support; and

WHEREAS, Orange County has also agreed to pay 10% of the of the total tax refund, which equates to the other half of necessary commitment of local financial support.

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

Section 1. The Apopka City Council hereby recommends that the State of Florida Department of Economic Opportunity approve Qorvo as a “qualified applicant” under the QTI Program pursuant to s. 288.106, Florida Statutes.

Section 2. The Apopka City Council verifies that the necessary local financial support for the Qualified Target Industry Tax Refund Program exists, subject to the terms of this Resolution, in the amount of, but not to exceed \$60,000, which equals 10% of the local tax refund requested as the local contribution from the City of Apopka, and will be provided in the form of ad valorem tax abatement granted to Qorvo US, Inc. pursuant to s. 196.1995, Florida Statutes.

Section 3. The Apopka City Council’s promise to pay the amount specified in this Resolution is contingent upon (i) Qorvo receiving the designation as a “qualified applicant” in connection with the QTI program, (ii) appropriation by the Apopka City Council in each applicable year authorizing payment of the revenues hereunder, (iii) on an annual basis, award by the State of Florida of tax refunds under the QTI Program; and, (iv) Orange County pays their 10% share of the local contribution as well for the program for each of the applicable years.

Section 4. Unless otherwise provided in this Resolution, the City shall pay the “local financial support” as shown in Exhibit “A” in the following amounts:

Fiscal Year	Amount
2016/2017	\$ 3,000
2017/2018	\$ 6,000
2019/2020	\$ 9,000
2020/2021	\$ 12,000
2021/2022	\$ 12,000
2022/2023	\$ 9,000
2023/2024	\$ 6,000
2024/2025	\$ 3,000
TOTAL	\$ 60,000

Such sums shall be paid from any legally available source or sources of revenue other than those specified in the QTI Program (or rules promulgated thereunder) as being ineligible for such purpose.

Section 5. In the event that Qorvo is approved by the State of Florida for tax refunds in an amount less than the estimated amount of \$600,000, the local financial support to be paid by the City to the Economic Development Trust Fund shall be proportionately reduced so that the total tax refund awarded to Qorvo by the City will not exceed ten percent (10%) of the total tax refund awarded to Qorvo under the QTI Program.

Section 6. Severability. If any section, sentence, clause or phrase of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding in no way shall affect the remaining portions of this resolution.

Section 7. Effective Date. This resolution shall take effect immediately upon its adoption.

PASSED AND RESOLVED this ____ day of _____, 2016, by the City Council of the City of Apopka, Florida.

APPROVED:

Joe Kilsheimer, Mayor

ATTEST:

Linda F. Goff, City Clerk

Exhibit “A”

Sample QTI Payout Schedule

Number of Jobs	100	Input
QTI Award Amount	\$ 6,000	Calculation
Total QTI Refund	\$ 600,000	

	12/31/2017	12/31/2018	12/31/2019	12/31/2020	12/31/2021	12/31/2022	12/31/2023	12/31/2024	12/31/2025	Total
Jobs	20	20	20	20	20	-	-	-	-	100

	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	Total
Phase I		\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000					\$ 120,000
Phase II			\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000				\$ 120,000
Phase III				\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000			\$ 120,000
Phase IV					\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000		\$ 120,000
Phase V						\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 120,000
Total Refund Payment	\$ -	\$ 30,000	\$ 60,000	\$ 90,000	\$ 120,000	\$ 120,000	\$ 90,000	\$ 60,000	\$ 30,000	\$ 600,000

State Contribution (80%)	\$ -	\$ 24,000	\$ 48,000	\$ 72,000	\$ 96,000	\$ 96,000	\$ 72,000	\$ 48,000	\$ 24,000	\$ 480,000
Local Contribution (20%)*	\$ 6,000	\$ 12,000	\$ 18,000	\$ 24,000	\$ 24,000	\$ 18,000	\$ 12,000	\$ 6,000	\$ -	\$ 120,000

Note: Refund payments are offset from the job creation by one year because the refund payment is made to the company after July 1 (the beginning of the state's fiscal year), the year following the job creation. For example, for jobs created 12/31/17, the refund payment would be made in July 2018. The first year's payout is the only exception for payout.

* Apopka's share is half the local contribution

**Qorvo Tax Abatement Worksheet
Estimated Tax Abatement for 2017 - 2025**

Exhibit "B"

	2017	2018	2019	2020	2021	2022	2023	2024	2025	
REAL PROPERTY		1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	8th Year	
Land	\$ 1,146,928	\$ 1,146,928	\$ 1,146,928	\$ 1,146,928	\$ 1,146,928	\$ 1,146,928	\$ 1,146,928	\$ 1,146,928	\$ 1,146,928	\$ 1,146,928
Building	9,221,257	9,221,257	14,221,257	14,221,257	15,221,257	15,221,257	15,221,258	15,221,260	15,221,263	
Features	338,597	338,597	338,597	338,597	338,597	338,597	338,597	338,597	338,597	
Projected Construction*		5,000,000	-	1,000,000	-	1	2	3	4	
Total Market Value	\$ 10,706,782	\$ 15,706,782	\$ 15,706,782	\$ 16,706,782	\$ 16,706,782	\$ 16,706,783	\$ 16,706,785	\$ 16,706,788	\$ 16,706,792	
Total Assessed Value of Real Property	\$ 10,706,782	\$ 15,706,782	\$ 15,706,782	\$ 16,706,782	\$ 16,706,782	\$ 16,706,783	\$ 16,706,785	\$ 16,706,788	\$ 16,706,792	
TANGIBLE PROPERTY										
Manufacturing Equipment		-	35,000,000	35,000,000	35,000,000	35,000,000	35,000,000	35,000,000	35,000,000	
R&D Equipment		600,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	
Other Equipment		500,000	500,000	1,000,000	1,000,001	1,000,002	1,000,003	1,000,004	1,000,005	
Total Assessed Value of Tangible Property	\$ -	\$ 1,100,000	\$ 36,500,000	\$ 37,000,000	\$ 37,000,001	\$ 37,000,002	\$ 37,000,003	\$ 37,000,004	\$ 37,000,005	
Millage Rate	3.7876	3.7876	3.7876	3.7876	3.7876	3.7876	3.7876	3.7876	3.7876	
Apopka Taxes (estimate)	\$ 40,553.01	\$ 63,657.37	\$ 197,738.41	\$ 203,419.81	\$ 203,419.81	\$ 203,419.82	\$ 203,419.83	\$ 203,419.85	\$ 203,419.86	
Taxes Abated by Agreement (estimate)**		\$ 11,552.18	\$ 78,592.70	\$ 81,433.40	\$ 81,433.40	\$ 81,433.41	\$ 81,433.41	\$ 81,433.42	\$ 81,433.43	Total Taxes Abated \$ 578,745.35

* The projected capital investment becomes taxable in the preceding year

** 50% less the 2017 base year



RETURN TO: Eric Ushkowitz / Economic Development Administrator
Orange County Government / 201 South Rosalind Avenue / Orlando, FL 32802 / Phone: 407.836.7370 / E-Mail: EconomicDevelopment@ocfl.net

Incentive/Exemption Project Name: Apopka Office, Lab & Capacity Expansion

Submitted by:

Table with 2 columns: Field (Name, Company, Position, Address, Phone, E-Mail, Date Submitted) and Value (Jaymie McCoy, Qorvo Florida, Inc, Corporate Site Services Manager, 1818 S Orange Blossom Trail, Apopka, FL 32703, (407) 884-3460, jaymie.mccoy@qorvo.com, 08/16/2016)

Project Summary:

Describe a proposed project, why it is important, compelling reason or reasons why incentives are necessary to attract this project to Orange County
Construction of 33,000 sqft of new office and lab space (7k sqft) and parking. In addition, the purchase of new equipment and the retrofit of some existing equipment to increase production capacity.
The company has transferred one of two product types to the fabrication facility in Greensboro and the other will be transferred soon. There will very little distinction between the two sites based on capability so the Florida site needs to have other competitive advantages such as cost, supportive local and state governments and talented employees

Exact Name of Company applying for Incentive or Exemption: Qorvo Florida, Inc.

Business Owner: Ultimate Parent Company Public: QRVO

Property Owner (If Different from Business Owner):

Phone number: 1-336-664-1233

Address of Existing Headquarters: 7628 Thorndike Rd Greensboro, NC 27409

Specific street address of proposed project in Orange County, Including zip code:

ADDRESS OF PROPOSED PROJECT
1818 S Orange Blossom Trl
Apopka, FL 32703

Project located in: [] Brownfield [] Enterprise Zone [x] Neither

Property Parcel Id Number of proposed project: 24-21-28-0000-055

Will any portions of this property for which the exemption is being sought be leased out to a different business entity? [] Yes [x] No

Please Indicate where this project will be located: (select only one)

- [] Unincorporated Orange County
[x] City of Orlando
[x] Name other city within Orange County Apopka

Date Operations will commence: April 2017

Are you applying for (select all that apply)

- [] New Business [] Exemption for real property
[x] Expansion of existing business [] Exemption for tangible property
[] QTI

Company Website: www.Qorvo.com Company NAICS code: 334419



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In Which State is the Company Incorporated / Organized?

Year Established:

Total: employment of all locations:

List principal places where the company has existing operations, including Florida:

Place and State	Activities	Total Employment at Place
Apopka, FL	SAW MFG/Design	740
Hillsboro, OR	GaAs Mfg	747
Greensboro, NC	SAW/GaAs MFG	1391
Richardson, TX	BAW/GaN MFG	1281
San Jose, CR	Assembly	635

Is the company registered with the Florida Department of Labor & Employment Security? Yes No

If this is an expansion with Orange County:

The year the company originally established operations in Orange County

Existing Street Address in Orange County Including Zip Code

Number of full-time jobs in Orange County this time

One Year Ago:

Two Years Ago:

Sales factor for the facility:

Total Sales in Florida	<input type="text" value="\$ 450,000,000.00"/>	=	<input type="text" value="15"/>	%
Total Sales Everywhere	<input type="text" value="\$ 3,000,000,000.00"/>			

Reason for any employment fluctuations during the past two years

Approximate overall average salary of existing jobs, including bonuses and commissions, though excluding health and other benefits:

Very brief description of activities at existing Orange County location:

Site consists of a SAW wafer fabrication and R&D facility, a product design center which supports products across the whole company, and prototype and R&D labs



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Estimated New Full-Time Jobs Added During Each Calendar Year:

JOB TYPE CATEGORY		Total number of new full-time jobs to be created	New jobs added in 2016 (as of 12/31)	New jobs added in 2017 (as of 12/31)	New jobs added in 2018 (as of 12/31)	New jobs added in 2019 (as of 12/31)	New jobs added in 2020 (as of 12/31)	New jobs added in 2021 (as of 12/31)	New jobs added in 2022 (as of 12/31)
pre-defined (select if pre-defined)	user defined (fill in if user defined)								
<input type="checkbox"/> Administrative									
<input type="checkbox"/> Communications									
<input type="checkbox"/> Customer Service									
<input checked="" type="checkbox"/> Engineering		90		16	16	18	20	20	
<input checked="" type="checkbox"/> IT		2		1	1	0			
<input checked="" type="checkbox"/> Management		5		2	2	1			
<input checked="" type="checkbox"/> Production		3		1	1	1			
<input type="checkbox"/> Sales									
Totals		100		20	20	20	20	20	

Benefits: Approximate percent of full-time jobs to be created that will have health insurance and other benefits.

Local Hires: Please estimate the percent of total full-time jobs to be created that will be hired from Orange County and the surrounding area, and the percent that will be hired from outside of Central Florida (total to = 100%).

Local Hires Outside Hires

What types of jobs will be filled with persons from outside Central Florida?

Part-Time Jobs to be created: Please estimate the total numbers of additional part-time jobs created at this project. What type of jobs are these, and what is the anticipated average salary?

Estimated number of additional part-time jobs created.

What types of jobs are they?

Anticipated average salaries of these part-time jobs?



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JOB TYPE CATEGORY		Total number of new full-time jobs created during course of project	Estimated average annual salary for each category of jobs	Total Wages	Salary Range From....	To....
pre-defined (select if pre-defined)	user defined (fill in if user defined)					
<input type="checkbox"/> Administrative				\$ 0.00	\$	\$
<input type="checkbox"/> Communications				\$ 0.00	\$	\$
<input type="checkbox"/> Customer Service				\$ 0.00	\$	\$
<input checked="" type="checkbox"/> Engineering		90	\$ 85,000.00	\$ 7,650,000.00	\$	\$
<input checked="" type="checkbox"/> IT		2	\$ 65,000.00	\$ 130,000.00	\$	\$
<input checked="" type="checkbox"/> Management		5	\$ 95,000.00	\$ 475,000.00	\$	\$
<input checked="" type="checkbox"/> Production		3	\$ 45,000.00	\$ 135,000.00	\$	\$
<input type="checkbox"/> Sales				\$ 0.00	\$	\$
		Total full-time jobs to be created = 100		Average Wage: \$ 83,900.00		

Please note the number and types of positions eligible for bonuses/commissions and the estimated percent of these salaries in bonuses/commissions

Real Property & Tangible Personal Property

Category	Total Investment	Calendar Year 2016	Calendar Year 2017	Calendar Year 2018	Calendar Year 20	Calendar Year 20	Calendar Year 20
Personal Property Equipment	\$ 37,000,000.00	\$	\$ 37,000,000.00	\$	\$	\$	\$
Other Personal Property (e.g., furniture & fixtures)	\$	\$ 500,000.00	\$	\$ 500,000.00	\$	\$	\$
New Building Construction (excluding land) *	\$ 6,000,000.00	\$ 5,000,000.00	\$	\$ 1,000,000.00	\$	\$	\$
OR, if not a new building:	\$	\$	\$	\$	\$	\$	\$
Leasehold Improvements/Personal Property such as ceiling fans, partitions, wall mirrors, cabinets	\$	\$	\$	\$	\$	\$	\$
Leasehold Improvements/Real Property, such as docks, HVAC, floor coverings, normal lighting & other improvements that cannot be removed without defacing the property	\$	\$	\$	\$	\$	\$	\$
TOTAL INVESTMENT	\$ 43,000,000.00	\$ 5,500,000.00	\$ 37,000,000.00	\$ 1,500,000.00	\$ 0.00	\$ 0.00	\$ 0.00



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Description of tangible personal property for which this exemption is requested and date when property was, or is to be, purchased.

Class or description of item	Age	Date Purchase	Original Cost	Taxpayer's estimate of condition			Taxpayer's estimate of fair market value	Appraiser's Use Only
				G O O D	A V G	P O O R		
Building	0	4/17	\$5M	x			\$5M	
Fab Tools	Varies	2017	\$35	x			\$35M	
Furniture	0	2017	\$0.5M	x			\$0.5M	
Lab Tools	0	2016/2017	\$1M	x			\$1M	
Furniture	0	2018	\$0.5M	x				
Building	0	2018	\$1M	x			\$1M	
				x				
				x				
				x				
				x				
				x				
				x				
				x				
				x				
				x				
				x				

PLEASE NOTE: If you have leased any equipment, [CLICK HERE](#) to complete the DR-405 form.



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Diversity: Please use this space to briefly describe past or anticipated company diversity efforts. These might range from minority and women hiring and procurement efforts, to specific efforts to create an environment that recognizes, understands, values, and utilizes the unique skills and abilities of all employees.

The company is an Equal Opportunity Employer and complies with all local, state, and federal laws regarding hiring practices.



RETURN TO: Eric Ushkowitz / Economic Development Administrator
Orange County Government / 201 South Rosalind Avenue / Orlando, FL 32802 / Phone: 407.836.7370 / E-Mail: EconomicDevelopment@ocfl.net

I hereby request the adoption of an ordinance granting an exemption for ad valorem taxation on the above property pursuant to Section 196.1995, Florida Statutes. I agree to furnish such other reasonable information as the Board of County Commissioners or the Property Appraiser may request in regard to the exemption requested herein. I hereby certify that the information and valuation stated above by me is true, correct and complete to the best of my knowledge and belief, including any attached statements, schedules, etc. (If prepared by someone other than the taxpayer, his /her declaration is based on all information of which he / she has any knowledge.)

Form with fields for Tax Payer (Qorvo Florida, Inc.), Preparer / Authorized Agent (Jaymie McCoy), Signature, Type or Print Name, and Date.

PROPERTY APPRAISER'S USE ONLY

Form with sections I through VI for property appraiser use, including revenue calculations and exemption details.

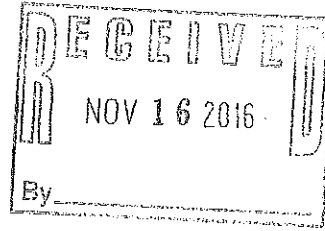
Backup material for agenda item:

1. Thank you letter to the Public Services Department from Resident.

City of Apopka Public Services Dept.

748 East Cleveland St.

Apopka, Florida 32703



To whom it may concern:

This note is to commend the water service repair team that recently did an emergency repair to the branch serving our residence as well as others. They responded within minutes of our phone call to report the problem. They were hard working, skillful gentlemen who were courteous and informative while providing good quality work.

Please see that Marlin and his team: Terry and Darrel are recognized for their professionalism.

Sincerely,

A handwritten signature in black ink, appearing to read "James Rudolph".

James Rudolph



APPOKA PUBLIC SERVICES DEPT.

748 EAST CLEVELAND ST.

APPOKA, FL 32703

City of Apopka

Standing Ovation Award

Recognizing a Job Well-Done!

Awarded to:

Terry Hicks

In Regards to:

1080 Windsong Circle / See Attached Letter

11-16-16

Date

Original: Recipient

Joyce Boland

Signature

CC: HR, Department Head, City Administrator

City of Apopka

Standing Ovation Award

Recognizing a Job Well-Done!

Awarded to:

Marlin Harris

In Regards to:

1080 Windsong Circle / See Attached Letter

11-16-16
Date

Original: Recipient

Jupe Salas
Signature

CC: HR, Department Head, City Administrator

City of Apopka

Standing Ovation Award

Recognizing a Job Well-Done!

Awarded to:

Darryl Lattimore

In Regards to:

1080 Windsong Circle / See Attached Letter

11-16-16

Date

Original: Recipient

Jayne Salena

Signature

CC: HR, Department Head, City Administrator

Backup material for agenda item:

2. Thank you letter from Deanna Killian for the Ann Dupee memorial flowers.



Thank You

Nov. 27, 2016

Dear Mayor Kilsheimer, Commissioners,
and city staff of Apopka,

Thank you for the beautiful colorful flowers you sent to Ann Dupes' memorial service. All these flowers reminded us of the flowers in all colors that Ann used to wear in her hair. She would have loved them, she also loved Florida and we can see why. You are right, she will be missed! Everyone was so generous & kind to us, her left state family. Thank you, again,
Sincerely,
Kilsheimer