



APOPKA CITY COUNCIL AGENDA
October 05, 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 - Reverend Laura Viau of First Presbyterian Church of Apopka

PLEDGE

APPROVAL OF MINUTES:

1. City Council Workshop July 26, 2016
2. City Council Workshop August 16, 2016
3. City Council Special meeting August 23, 2016
4. City Council meeting September 21, 2016.

PUBLIC COMMENT; STAFF RECOGNITION AND ACKNOWLEDGEMENT

Employee Recognition:

- ❖ Five Year Service Award – Elmer Baker III – Police/Support Services
- ❖ Ten Year Service Award – Elizabeth Hyatt – Public Services/Director's Office
- ❖ Ten Year Service Award – Stephen Tapscott – Police/Field Services
- ❖ Fifteen Year Service Award – Carolyn Rogers – Community Development/Building
- ❖ Twenty Year Service Award – Jerome Miller – Police/Field Services
- ❖ Twenty Year Service Award – Matt Roney – Fire/Suppression

Presentations:

1. Presentation of a check to Apopka High School to promote & support the Academic Consortium of Scholars. Chief McKinley
2. Apopka Police Department Promotions to Lieutenant. Chief McKinley
3. Apopka Police Department Promotions to Sergeant. Chief McKinley

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. Approve the Disbursement Report for the month of August, 2016.
2. Approve an annual maintenance agreement with Motorola.
3. Authorize a contract with the Department of Corrections for an inmate work squad.
4. Award a contract for lobbyist services to Gray Robinson.
5. Approval to extend an agreement with Shepherd and Wolfe Marketing Associates for event coordination.
6. Approval to enter into an event service agreement with Roar Music, LLC.
7. Approval to enter into an event service agreement with Birchmore Group, Inc.

BUSINESS (Action Item)

1. Preliminary Development Plan – Wekiva Parkway Industrial Park – Quasi-Judicial
2. Mass Grading Plan/Developers Agreement – Wekiva Parkway Industrial Park – Quasi-Judicial
3. Approve the second amendment to the Marden Road Interchange Cost Sharing Agreement.
4. Approve the use of property for the purpose of a charity dove hunt.

David Moon
David Moon
Glenn A. Irby
Mayor Joe Kilsheimer

PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

- | | |
|---|-----------------|
| <u>1.</u> Ordinance No. 2510 – Second Reading – Code of Ordinances, “Business Tax Receipts” – Legislative | Postpone |
| <u>2.</u> Ordinance No. 2511 – Second Reading – Code of Ordinances, “Vehicles for Hire.” – Legislative | Postpone |
| <u>3.</u> Ordinance No. 2518 – Second Reading – Master Plan/Preliminary Development Plan – Quasi-Judicial | David Moon |
| <u>4.</u> Ordinance No. 2519 – First Reading – Master Plan/Preliminary Development Plan – Quasi-Judicial | David Moon |
| <u>5.</u> Ordinance No. 2520 – First Reading – Small Scale Future Land Use Amendment - Legislative | Kyle Wilkes |
| <u>6.</u> Ordinance No. 2521 – First Reading – Change of Zoning - Quasi-Judicial | Kyle Wilkes |
| <u>7.</u> Ordinance No. 2522 – First Reading – Vacate – Right-of-Way - Quasi-Judicial | Rogers Beckett |
| <u>8.</u> Ordinance No. 2523 – First Reading – Vacate – Right-of-Way - Quasi-Judicial | Rogers Beckett |
| <u>9.</u> Resolution 2016-31 – Amend Capital Improvement Plan reflecting improvements to Apopka Athletic Complex. | David Burgoon |

MAYOR’S REPORT

1. Letter from the Family of Mayor John H. Land regarding the proposed statue for City Hall.

ADJOURNMENT

MEETINGS AND UPCOMING EVENTS

DATE	TIME	EVENT
October 6, 2016	5:30pm – 9:00pm	Food Truck Round Up
October 11, 2016	5:30pm – 6:00pm	Planning Commission Meeting
October 19, 2016	7:00pm –	Council Meeting
October 24, 2016	10:00am – 11:00am	Lake Apopka Natural Gas District Board Meeting: Winter Garden
October 29, 2016	5:00pm – 9:00pm	Halloween in the Park with Movie – Kit Land Nelson Park
November 2, 2016	1:30pm –	Council Meeting
November 3, 2016	5:30pm – 9:00pm	Food Truck Round Up
November 8, 2016	5:30pm – 6:00pm	Council Meeting
November 10, 2016	5:00pm – 10:00pm	Fall Festival – Edwards Field
November 11, 2016	5:00pm – 11:00pm	Fall Festival – Edwards Field
November 12, 2016	10:00am – 11:00pm	Fall Festival – Edwards Field
November 13, 2016	12:00pm – 8:00pm	Fall Festival – Edwards Field
November 12, 2016	5:00pm – 9:00pm	Gospel Fest – Northwest Recreation Complex
November 16, 2016	7:00pm –	Council Meeting
November 18, 2016	7:00pm – 9:00pm	Movie in the Park [TBD] – Northwest Recreation Complex
November 28, 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 Workshop July 26, 2016

CITY OF APOPKA

Minutes of a City Council Budget Workshop held on July 26, 2016, at 1:00 p.m., in the City of Apopka Council Chambers.

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

PRESS PRESENT: John Peery - The Apopka Chief
Bethany Rodgers, Orlando Sentinel
Dale Fenwick, The Apopka Voice

CALL TO ORDER/PLEDGE OF ALLEGIANCE - Mayor Kilsheimer called the Budget Workshop to order at 1:00 p.m. and led in the Pledge of Allegiance.

DISCUSSION

Pam Barclay, Finance Director, provided a recap of the budget review, advising they have made it through approximately 40% of the General Fund. They still have Outreach, Human Resources, Community Development, Recreation, Fleet, Facilities, and Public Services to review. She provided a worksheet with regards to what has been added or cut from the budget through the second workshop. She advised this came up with an excess of expenditures of \$1,323,600.

Mr. Irby advised state statute requires that the tentative millage rate be set prior to August 1, 2016. This is required to be submitted to the Property Appraiser's office on or before that date. He stated the penalty is automatically going back to the roll back rate if not meeting that date. He affirmed it is a tentative millage rate, advising you can lower the rate, but it is very difficult to raise the rate after August 1, 2016. There will be two public hearings on the budget in September and if they choose to reduce the rate, it would be at the first public hearing in September. It becomes law after the second public hearing in September.

Mayor Kilsheimer affirmed that if they would attempt to raise the millage rate after August 1, 2016, the city would be required to mail out TRIM notices to every property owner by first class mail and this would be very expensive. He advised last year they set the millage rate .5 mills higher and at the end of the process it was lowered back to the same millage rate as the previous year.

In response to Commissioner Dean regarding if raising the tentative millage rate .5 mills would cover the expense for five new police officers, Ms. Barclay referred to page 8 of the budget workbook that shows a chart regarding millage rates and .5 mills would provide an additional \$1.263 million.

Commissioner Bankson said his concern at where we are with the ratio for reserves at just above 21% and the GFOA recommended 16.5%. In the same paragraph it states each must consider unique circumstances. He reiterated that he did not see a means for putting funds back in reserves for the future.

Mayor Kilsheimer said there are critical needs that we cannot avoid, those being the Fire Station, Police Officers, and the Communications Tower. He explained the reason for the increase in the budget which was due to an \$11,000,000 project having been left out of previous budgets.

Community Outreach

Mayor Kilsheimer said Robert Sargent and Shakenya Harris-Jackson are under Community Outreach and are present to discuss their areas. The Community Events Manager position was moved to Recreation.

Discussion was held regarding events. Mayor Kilsheimer said they were looking at holding four major events each year, Old Florida Outdoor Festival, (OFOF), Farm to Feast, Fourth of July event, and Gospel Fest. He stated this provides for more use of the amphitheater and promotes it and Apopka. He stated this would be too much for staff to accomplish and they were looking at hiring a company to run three of these events, with the city running the Fourth of July. He explained there will be a Request for Proposal (RFP) for the purpose of hiring an outside company for the production of events. He advised the prior budget had \$350,000 for OFOF, stating this could be utilized for all events with a company running the events. He further pointed out that most cities consider this an expense.

Discussion was held regarding the possibility of recuperating some of the expense. David Burgoon, Recreation Director, advised he has 20 years plus experience with events, and government agencies typically do not recuperate all of the amount back. He affirmed that cities put on events for a service to the community.

It was determined the City will hold Fourth of July, Food Trucks, and Public Safety Day.

Mr. Irby advised there was another issue, stating the Gospel Fest is scheduled in October and, the Food and Wine event is in November. We would not be able to get a company for Gospel Fest for this year with such short notice.

It was the consensus to make OFOF \$300,000 rather than \$450,425 and target that money for an RFP for a company to run three events.

Discussion was held regarding Apopka Begins and Ends with A. Mayor Kilsheimer advised an email was received by council providing a final report of the program. He stated the start of this program was focused at Rock Springs Elementary and Lovell Elementary and was very successful, and they are hoping to add another five schools. Commissioner Dean said he was against the \$70,000 for this when this could be done by volunteers. Commissioner Becker said this was important to our community. It was pointed out that Duke Energy contributed a grant in the amount of \$9,500 to Apopka Begins and Ends with A.

Dr. Jackson said the most recent meeting was held at Rock Springs Elementary. She said the program is an amazing program and makes sure we are placing value on our children and investing in education. She stated Lovell and Rock Springs Elementary schools will not require the same level of support this coming school year. She also advised she spoke with Career Source and they have been granted additional funds to put toward youth programs. She said cutting Apopka Youth Works down to \$50,000 will still allow us to reach our 75 plus youth. She has a goal to reach 100 youth for next year and they should be able to reach this goal.

It was the consensus that Apopka Begins and Ends with A be budgeted at \$35,000 and Apopka Youth Works at \$50,000. Commissioner Dean reiterated he could not support Apopka Begins and Ends with A.

Discussion was held regarding Account 4900 for WBZW Airtime & Promotions. Mayor Kilsheimer advised this started under the previous administration and has continued. He stated they do live broadcasts from events such as the Apopka Fair, the Christmas Parade, political forums, and other events. Commissioner Bankson said this does have potential to help create revenue to overcome the deficit. He inquired if there was an overall budget in mind totally on that type of investment. Mayor Kilsheimer advised that media expenditures have not been aggregated in one place.

Robert Sargent said from the prior budget, we were pulling funds from the Mayor's office to accomplish this and community outreach. He stated it was not collectively put in the budget. Spending on media advertising and display ads has been cut back. He suggested advertising be focused outside of Apopka, stating people within the city know what Apopka is all about.

Discussion was held regarding the barbeque contest and the exposure we receive from this.

Dr. Jackson advised that the ECIVIS subscription can be pulled from this budget as it does not expire until October 2017.

The Council recessed at 2:58 p.m. and reconvened at 3:07 p.m.

Recreation

Athletic Complexes:

Discussion was held regarding the request for additional staff. Mr. Burgoon stated he has eight employees that maintain the fields and as a result they only get to AAC every other week just to mow. Other parks are being neglected as there is not enough staff to properly maintain. In response to Commissioner Velazquez, he stated the fees being charged are only for the purpose of purchasing required items to maintain the fields and will not help with staffing. In response to Commissioner Bankson, he advised that they do receive people for community service, but this is not consistent. He stated that when they know of an event coming to a particular area, then they concentrate on that area to make it look its best.

Commissioner Becker suggested earmarking pages 322 and 323 to revisit, stating the parks and recreation are a selling point of Apopka. Following this discussion was held regarding areas that

could be cut, such as money spent on events, in order to put two maintenance workers back in. Mayor Kilsheimer pointed out each department has this same issue.

Mr. Burgoon pointed out there was an adjustment to the 5200 account in the amount of \$70,000 and this brings them under current fiscal year budget. Mr. Irby advised a lot of the adjustments were due to trend.

Recreation Athletics: reviewed and discussed.

Recreation Programs – reviewed and discussed.
It was the consensus to put \$2,280 back in for the Easter Egg Hunt.

In response to Commissioner Bankson, Ms. Barclay explained the splash pad funds was a special revenue fund and not in the general revenue fund.

Council recessed at 4:10 p.m. and reconvened at 4:15 p.m.

Public Services

Facilities Maintenance: reviewed and discussed.

Under the 3400 account Airport will be moved back under the Airport fund.

Fleet Maintenance: reviewed and discussed.

Cemetery: reviewed and discussed.

In response to Commissioner Dean, City Clerk Goff advised the cemetery spaces are \$800 for resident and \$1,200 for nonresident. Mayor Kilsheimer asked the Clerk to do a survey of area fees for cemetery spaces.

Grounds Maintenance: reviewed and discussed.

In response to Commissioner Bankson regarding the Tree Bank Expenditures, Mr. Irby advised there were an offsetting revenue for this expense.

It was the consensus to cut \$27,850 for new Christmas decorations from the 5200 account.

Discussion ensued regarding the Tree Bank Ordinance.

Community Development

Planning: reviewed and discussed.

Mr. Reggentin said he had an opportunity to review adopted documents such as the Vision Plan and the Comprehensive Plan for guidance, as well as meeting with his staff, when preparing the budget for Community Development. He expressed concern regarding the Economic Development/CRA Coordinator position with focus on development of the downtown area and

construction of the Wekiva Parkway. He has a task of rebuilding a CRA that has been inactive for the last twenty years and he reviewed the various projects that are coming forward in the budget. He provided background on the requested positions such as the GIS Analyst and stated with the redevelopment of the hospital, development coming with Station Street and City Center, as well as the North Shore and Ecotourism aspects, staff is needed to take advantage of these and move them forward.

Discussion ensued regarding GIS and data management with regards to coordinating efforts and having this area evaluated by a consultant prior to hiring this position.

Discussion ensued regarding CRA and how the funds are built through tax increment financing, and reinvested into the district. The need for updating the CRA Plan, as well as extending the district was discussed.

Mayor Kilsheimer said the position of Economic Development/CRA Coordinator is a position that most cities have and is needed to generate jobs and bring businesses to Apopka.

Commissioner Bankson said he would support this position as it was a revenue generator and we will miss out on opportunity.

Mr. Reggentin spoke about working with other agencies such as Orange County Economic Development Commission staff and MPO becoming involved with partnerships.

It was the consensus to put the position of Economic/CRA Coordinator back in the budget.

Mr. Reggentin said there were some redundancies in the 3100 account. Item number 5, Land Use Sustainability Study for \$30,000 can be eliminated and placed under Item number 2, Market Demand Study. He stated Item number 8, Urban Designer Engineer is a reimbursable cost. This would be a consultant brought in to do the design review and this would be a pass through cost. He further stated this could possibly be postponed for one year. He stated that Item #11 is required to be done.

It was the consensus to keep Item number 1 at \$125,000, Item number 2 at \$65,000, Item number 3 at \$135,000, Item number 9 at \$50,000, Item number 11 at \$100,000, and Item number 12 at \$50,000. Item numbers 4, 5, 8 and 10 will be dropped, and Item numbers 6 and 7 are moved under CRA.

Ms. Barclay provided an overview for all areas to include items added and reductions advising they were at \$1.391 million over.

Building Inspections: reviewed and discussed with no change.

Human Resources: reviewed and discussed with no change.

Ms. Thornton said her current staffing is two staff members and this is a 400 to 1 ratio based on the fulltime employees. Normal staffing ratio is 100 to 1 and she pointed out that prior to a staff

member being transferred they were at a 200 to 1 ratio and the one position added to her budget brings the department back to that ratio.

Ms. Barclay provided a recap of the proposed budget advising it was currently out of balance \$1,391,123. This amount is in addition to the \$2.6 in reserves that was utilized to balance the budget. She stated the vehicles requested by the police department could be financed and this would offset that amount.

Discussion ensued regarding the proposed changes to the budget and how to balance the budget.

Ms. Barclay said by financing vehicles, this would bring the amount over to \$952,000. She advised that if they raise the millage rate .5 mills, this would bring the millage rate to 3.7876 and provide \$1.263 million.

ADJOURNMENT - There being no further discussion, the workshop adjourned at 7:16 p.m. p.m.

ATTEST:

Joseph E. Kilsheimer, Mayor

Linda F. Goff, CMC, City Clerk

Backup material for agenda item:

2. City Council Workshop August 16, 2016

CITY OF APOPKA

Minutes of a City Council Budget Workshop held on August 16, 2016, at 1:00 p.m., in the City of Apopka Council Chambers.

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

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

CALL TO ORDER/PLEDGE OF ALLEGIANCE - Mayor Kilsheimer called the Budget Workshop to order at 1:00 p.m. and led in the Pledge of Allegiance.

DISCUSSION

Mayor Kilsheimer said they would be reviewing the Special Revenue Funds and Enterprise Funds in today's workshop.

SPECIAL REVENUE FUNDS

Street Improvement Fund: reviewed and discussed.

Jay Davoll, Public Services Director, reviewed a map of all the streets maintained by the City. He reviewed the resurfacing for the past ten years, showing that this is falling behind. He also reviewed the signalization maintained by the City.

Discussion ensued regarding mowing of medians and rights-of-way. The use of the inmate crews was discussed and Mr. Davoll advised there are times that we do not have the inmate crews, such as if the guard is on vacation.

Mr. Davoll advised the costs associated with the 4400 account are set by DOT. He went on to discuss the 4600 and 4607 accounts. He stated with regards to the traffic signals that conflict monitors were very important. He said there were three older signals that need to be completely rebuilt. He went over the resurfacing spreadsheet and requested \$50,000 be transferred from the 4607 account into the 4600 account.

Discussion was held regarding cold patch asphalt and Mr. Davoll pointed out they were requesting an Asphalt Truck under the 6400 account. He said with this truck heating the asphalt it will speed up the repair, last longer, and eliminate waste.

Mr. Irby advised there were errors in the workbook for the 4300 and 4310 accounts. The 4300 account should be \$45,000 and the 4310 account should be \$1,269,787. Between these two accounts there is a net savings of \$46,113 between these two account lines. He advised the Street Improvement Fund is a restricted fund that is funded by the six cent gas tax at the state level and the funds can only be expended on these line items. He stated there was a total of \$295,000 cut and those could be put back in. He stated they could also have the option to pay cash for the heavy equipment.

Mr. Davoll said if raising the resurfacing back to the \$600,000, then all of the roads on the spreadsheet, except for items 15 and 16 would be able to be repaved.

It was the consensus to add money back into the resurfacing program and pay cash for the heavy equipment.

Inmate Program: reviewed and discussed.

Law Enforcement Trust Fund: reviewed and discussed.

Transportation/Traffic Impact Fee Fund: reviewed and discussed.

Discussion was held regarding roundabouts Mr. Davoll said roundabouts were safer for vehicles as they remove conflict points and all turns are right. They do take up more space and do not fit for all intersections. They are being evaluated as an option.

Discussion ensued regarding areas traffic signals are to be installed. Mr. Irby advised Council should set the priorities. Staff can only advise where signalization is needed based upon the analysis studies.

It was the consensus to allocate \$350,000 for the Bradshaw/Old Dixie intersection, \$250,000 for the Vick Road/Martin Road intersection, and \$750,000 for Old Dixie Highway from Hawthorn to Scholpke Lester Road. Marden Road from Keene to 437A will remain at \$500,000, and new sidewalks will remain at \$50,000.

Council recessed at 2:47 p.m. and reconvened at 2:58 p.m.

Stormwater Fund: reviewed and discussed.

Discussion ensued regarding the 6300 account and stormwater improvements. It was noted that a Stormwater Master Plan was done five years ago and should be re-evaluated.

Recreation Impact Fees: reviewed and discussed.

Ms. Barclay advised there was a current contract for an impact fee study of Recreation, Police, and Fire.

Discussion ensued regarding the splashpad and skatepark and whether the skate park will be revenue generating.

Mr. Irby reiterated the recreation impact fees are under review and stated the current impact fee of \$241.05 for a single family residential unit will not go down and during the year this fund will grow, unless Council turns them down.

Commissioner Bankson expressed concerns of tying up funds from the reserves, understanding it will be reimbursed in time. He felt the skatepark would not be revenue producing.

Mayor Kilsheimer pointed out the youth that attended visioning meetings and spoke passionately about a skatepark. Commissioner Bankson stated he was not against the idea, but he was against taking or borrowing funds from the reserves.

Commissioner Bankson expressed concerns regarding future expenses with regards to the need to build another fire station, as well as additional expense of funding the required personnel.

Mr. Irby discussed the two in/two out rule for firefighters and the fact that this puts Apopka below the number of required firefighters, stating we will be in need of 36 additional firefighters next year in order to fully staff new stations and back staff current stations. He further stated without the proper number of firefighters at a station, it could slow the response time and this would affect the ISO rating. He went on to discuss the additional expense for building the new station.

Discussion came back to the splashpad and skatepark. Commissioner Becker said the \$399,000 was not going to close the gap. He stated during the visioning strategy, the community was in favor of these types of things, but the top rank way of paying for these was through public/private partnerships. He said he would lean on staff to make sure partnering comes to fruition.

Commissioner Velazquez stated it has been pointed out to her that there are several grants available for skateparks that could be looked into.

It was the consensus to move forward with splashpad and delay the skatepark.

Mr. Irby said there was a meeting last Thursday with the architect from CPH regarding a site plan for Edwards Field. He advised the site plan will encompass several things including a gymnasium with an Olympic indoor pool, splashpad, and skatepark, as well as a parking lot, lights, and picnic pavilions. He said the splashpad or amenities for it will not affect the Apopka Fair or the Apopka Foliage Festival. He stated a presentation will be made to City Council.

Grants Fund: reviewed and discussed.

Special Assessment Fund: reviewed and discussed.

Community Redevelopment Fund: reviewed and discussed.

Mayor Kilsheimer said the UCF Incubator has previously been funded out of the CRA account and as a result of the discussion with UCF at a prior workshop meeting, Mr. Hogan has called requesting to extend the lease of the Incubator by one year at no cost to the City of Apopka. The City will continue to provide the building as currently provided with services. There was no objection to extending the lease.

Discussion ensued regarding amending and adoption of the CRA Plan.

ENTERPRISE FUNDS:

Public Utilities Fund: reviewed and discussed.

Mr. Irby advised that all monies in the Enterprise Funds are self-generated from utility rates, and sale of fuel for the Airport fund.

Ms. Barclay explained with regards to fund balance to expenditures, they recommend three months of expenditures in the fund balance. She said we were at 90.5% and the rate study recommended bringing that down.

Utility Administration:

It was the consensus to put back \$1,475 in the 5500 account.

Water Plant:

Mr. Burgess explained that in 2011 there were specific conditions placed and 2017 is the deadline for these conditions. This was in the rate study with regards to replacement of wells.

Mr. Davoll explained in the 5220 account they are receiving a grant and the \$15,000 removed is a match to the grant. The consensus was that this be added back into the 5220 account.

Wastewater Plant: reviewed and discussed.

Utility Construction: reviewed and discussed. Mr. Davoll pointed out that there was a boring machine in the CIP and they missed placing it under the 6400 account in the amount of \$250,000. He stated this was vital for the replacement of lines.

It was the consensus that the \$189,500 for the Cat excavator 48' bucket and \$250,000 for the boring machine be placed in the 6400 account.

The next scheduled Budget Workshop is Monday, August 23, 2016 at 3:00 p.m. Mr. Irby advised they also need to have a special meeting on the same day for the purpose of the donation of right-of-way on Marden Road. Ms. Barclay announced the TRIM and Budget Hearings will be held on September 14, 2016, and September 28, 2016, at 5:05 p.m.

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

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda F. Goff, CMC, City Clerk

Backup material for agenda item:

3. City Council Special meeting August 23, 2016

CITY OF APOPKA

Minutes of a City Council Special meeting held on August 23, 2016, 3:30 p.m. in the City of Apopka Council Chambers.

PRESENT: Mayor Joe Kilsheimer
Commissioner Billie Dean
Commissioner Diane Velazquez
Commissioner Kyle Becker
Commissioner Doug Bankson
Andrew Hand, City Attorney

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

CALL TO ORDER - Mayor Kilsheimer called the Special Council meeting to order at 3:34 p.m.

SPECIAL REPORTS AND PUBLIC HEARINGS

1. Conditionally accept the donations of rights-of-way along Marden Road by acceptance of the following three resolutions:

Mayor Kilsheimer said this meeting of the City Council is to consider three resolutions with regards to the acceptance of donation of rights-of-way along Marden Road and for the specific purpose of roundabouts they would like to see built.

- a. Resolution No. 2016-21: Centex Deed – The title was read by the City Clerk as follows:

RESOLUTION NO. 2016-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, ACCEPTING A SPECIAL WARRANTY DEED FROM CENTEX HOMES FOR REAL PROPERTY; DIRECTING THE CITY CLERK OR DESIGNEE TO RECORD THE EXECUTED DEED IN THE PUBLIC RECORDS OF ORANGE COUNTY, AND PAY ALL FEES NECESSARY TO EFFECTUATE SUCH RECORDATION; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

Mr. Irby advised the three resolutions being considered have to do with the dedication of rights-of-way along Marden Road for the Marden Road interchange connections to the 414. MMI has indicated they will build the roundabouts and agreements will be brought before Council later on. He stated without this dedication of right-of-way, these roundabouts can't be put in place. Michael Wright is here from MMI to answer any questions. He advised that CFX meets tomorrow and a dedication is needed from them as well, which is the purpose of this special meeting.

Michael Wright, President, MMI Development, said it would be best to show actions that need to be done by MMI, Centex, Pulte, and the City with regards to the rights-of-way.

City Attorney Hand advised the approval of the resolutions are subject to the correct legal descriptions being inserted.

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

MOTION Commissioner Velazquez, and seconded by Commissioner Bankson to approve Resolution No. 2016-21 subject to the correct legal descriptions being inserted. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

- b. Resolution No. 2016-22: Emerson Point Phase II Deed - The title was read by the City Clerk as follows:

RESOLUTION NO. 2016-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, CONDITIONALLY ACCEPTING A SPECIAL WARRANTY DEED FROM EMERSON POINT PHASE II, LLC, FOR REAL PROPERTY; DIRECTING THE CITY CLERK OR DESIGNEE TO RECORD THE EXECUTED DEED IN THE PUBLIC RECORDS OF ORANGE COUNTY ONCE ALL CONDITIONS ARE SATISFIED, AND PAY ALL FEES NECESSARY TO EFFECTUATE SUCH RECORDATION; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

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

MOTION Commissioner Velazquez, and seconded by Commissioner Bankson to approve Resolution No. 2016-22 subject to the correct legal descriptions being inserted. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

- c. Resolution No. 2016-23: Emerson Point Association Deed – The title was read by the City Clerk as follows:

RESOLUTION NO. 2016-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, CONDITIONALLY ACCEPTING A SPECIAL WARRANTY DEED FROM EMERSON POINT ASSOC., LLP, FOR REAL PROPERTY; DIRECTING THE CITY CLERK OR

DESIGNEE TO RECORD THE EXECUTED DEED IN THE PUBLIC RECORDS OF ORANGE COUNTY ONCE ALL CONDITIONS ARE SATISFIED, AND PAY ALL FEES NECESSARY TO EFFECTUATE SUCH RECORDATION; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

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

MOTION Commissioner Velazquez, and seconded by Commissioner Bankson to approve Resolution No. 2016-23 subject to the correct legal descriptions being inserted. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

Marden Ridge Road proposed roundabouts letter.

Mr. Wright stated these deeds allow the roundabouts. He affirmed this sets up connection of Marden Road to Ocoee Apopka Road via Harmon Road. They will be bringing renderings to review with City Council at a later date.

ADJOURNMENT - There being no further business, the meeting adjourned at 3:51 p.m.

ATTEST:

Joseph E. Kilsheimer, Mayor

Linda F. Goff, CMC, City Clerk

Backup material for agenda item:

4. City Council meeting September 21, 2016.

CITY OF APOPKA

Minutes of the regular City Council meeting held on September 21, 2016, at 1:30 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 Dr. Jimmy Siberio of Oasis De Esperanza Church, who gave the invocation.

PLEDGE OF ALLEGIANCE: Mayor Kilsheimer said on September 17, 1787, following a month of debate at the Constitutional Convention in Philadelphia, the Constitution of the United States was signed by its framers. Part of the compromise to ratify the new Constitution, additional amendments were debated upon and drafted. Two years later, on September 25, 1789, the first Congress of the United States adopted twelve amendments to the U.S. Constitution, ten of which would later be ratified and become known as the Bill of Rights. He asked everyone to reflect upon the wisdom, deliberation, careful consideration, and prudence of those who helped create our Constitution as he led in the Pledge of Allegiance.

APPROVAL OF MINUTES:

1. City Council meeting September 7, 2016.

MOTION by Commissioner Bankson, and seconded by Commissioner Dean, to approve the September 7, 2016 City Council minutes. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Bankson and Becker voting aye.

PUBLIC COMMENT/STAFF RECOGNITION AND ACKNOWLEDGEMENT

Presentations:

1. Special presentation by Helen Miller of Senator Bill Nelson's office.
Mayor Kilsheimer said as construction of the 9/11 memorial was coming to completion, it was decided the need to recognize a few key individuals involved in this project. He stated while there were many people that contributed to this project, there were four individuals believed to deserve special recognition for their extraordinary roles: Christian Lamphere for the courage to take on this monumental project and the determination to see it through; Commissioner Diane Velazquez and her husband Ed Velazquez for their efforts to secure a

piece of the World Trade Center for the monument; and Ray Marsh, Building Official, for his guidance in design and many hours of working with Christian on the monument in order to have it ready to unveil on September 11, 2016.

Helen Miller of Senator Bill Nelson's office said she had the honor of representing Senator Nelson at the 9/11 Service and dedication and said she was keeping a secret that day that she gets to share this evening. She presented an American Flag that flew over the United States Capitol, at Senator Nelson's request, on September 11, 2016, to Christian Lamphere, Commissioner Diane and Ed Velazquez, and Ray Marsh.

Public Comment Period:

Charla Moss said she would like to request yard sale permits be allowed four times a year, stating that now it is only one time a year. She stated working with Loaves and Fishes and being a substitute at Apopka High School, there are many family members in need. Something as simple as a yard sale can provide extra funds for families in need until they can get back on their feet. She felt this would be beneficial to residents.

Pastor Hezekiah Bradford, Jr. said he would like an answer, if possible, during this comment section, one being that he knows the budget will be voted on and he asked with regards to Alonzo Williams Park, if we did not receive the grant, was any money set aside for Alonzo Williams Park for improvement. He also expressed concern regarding the condition of Hawthorne Road between Fifth and Tenth Streets. He also suggested single member districts being broken down into four quadrants stating that would make their jobs easier, stating they cannot govern all four areas sufficiently.

Rod Love said one of the things the Alliance does under the leadership of Pastor Bradford and Pastor King, with regards to what we are seeing on the news, is to hold conference calls with other community leaders and pastors to talk about issues so to be proactive. He stated he wanted to commend the two commissioners who voted against the budget and for their independence. He expressed his disappointment about the budget, and said he was willing to sacrifice for the betterment of the Apopka community. He expressed disappointment for items in the budget that others have expressed concern over, as well as the process of holding a CRA meeting by recessing Council and convening as the CRA. He stated he was disappointed that people speak for four minutes and receive no response on items that come up each meeting.

CONSENT (Action Item)

1. Authorize the disposal of surplus equipment/property.
2. Authorize road closures for the Apopka High School Homecoming Parade.
3. Authorize a donation from the Law Enforcement Trust fund to Apopka High School.
4. Approval of an Engineering Firm to prepare Legal Descriptions and Parcel Sketches on Ocoee Apopka Road & Harmon Road.
5. Approve the City Hall roof replacement proposal submitted by Garland/DBS Inc.

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

BUSINESS

1. Preliminary Development Plan – Northwest Distribution Center – Building “D”.

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

Rogers Beckett, Senior Project Coordinator, provided a brief lead-in, stating the Preliminary Development Plan proposes 180,000 square feet of industrial warehouse and office space. The applicant has requested a deferral in the parking requirement, stating they have provided a parking study showing the requested number of spaces meets the demand to accommodate employees and customers. Their architectural standards meet the City Development Design Guidelines, as well as the storm requirements and buffer requirements. DRC and Planning Commission recommend approval.

Jeff Banker, Highland Engineering, said the applicant is constructing a Build-to-Suit for the tenant at this time who has very specific needs. He advised they will be operating 24 hours a day, three shifts, and will be employing approximately 160 people at build out. He advised with the parking deferral, they can work with other areas at the site to establish the sufficient parking if this tenant was to go away. However, the tenant has signed a long term lease.

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 Velazquez, to approve the Preliminary Development Plan of the Northwest Distribution Center, Building “D” as presented.

Commissioner Velazquez pointed out the Staff Report Pubic Hearing Schedule should be corrected to 2016.

Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

2. Master Plan/Preliminary Development Plan – Emerson North Townhomes – Pulte Group

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

David Moon, Planning Manager, provided a brief lead-in, stating this was a two phase project, proposing 136 townhome units with 3.12 acres of active and passive recreation and open space. He advised 36 of the units will have two-car garages and 100 of the units will have one-car garages. The driveways will accommodate one to two vehicles. The proposed living area is 1,530 square feet. There will be two access points off of Harmon Road, the western access becoming available at the time East Harmon Road is extended to the west. The Planning Commission recommended approval at their meeting on August 9, 2016, with a condition of a minimum 2,000 square feet of Neighborhood Activity Center. Mr. Moon

advised the applicant has modified the plan to satisfy the code with a 1,500 square foot cabana and a larger pool area, and this eliminates that condition. They also recommended a 22 foot front setback to accommodate parking of large vehicles. The applicant has complied with this provision as well and has worked with the city on it. DRC recommends approval.

Doug Hoffman with Pulte introduced other members of the team present. He said they have owned this land since 2006 and held off the market while the CFX finalized the alignment of the 414 extension. He stated it was an ideal time with the development of the hospital in the area and they felt it was an ideal property for their Vista product series. He said they understand the importance for the conveyance of land to the City for the future Harmon Road right-of-way extension and they have agreed to work with the City in this regard. He said they look forward to working with the City on this project.

Mayor Kilsheimer disclosed his ex parte communication with the applicant, but stated it had no effect on the decision tonight.

Mayor Kilsheimer opened the meeting to a public hearing.

Pastor Bradford expressed concern regarding traffic on Michael Gladden Road with Florida Hospital in that area and additional development that will take place in the future. He inquired if there was any future plans for widening of this road. He also asked if there would be consideration for this project to offer jobs to residents in the South Apopka community.

Jay Davoll, Public Services Director and City Engineer, said Ocoee Apopka Road turns into Michael Gladden. He stated most of Ocoee Apopka Road is a county roadway. There have been traffic studies submitted for the projects so far and they have not tripped any thresholds for Michael Gladden and that section. The section around the hospital is already four lane road.

Mr. Hoffman said they were certainly willing to review any bids from local contractors.

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

MOTION by Commissioner Bankson, and seconded by Commissioner Dean, to approve the Emerson North Townhomes Master Plan/Preliminary Development Plan. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

3. Approval of an LED streetlight design.

Glenn Irby, City Administrator, said we continue to have subdivisions being built and our code requires subdivisions to have specific decorative lighting for their streets. At this time most of the lights are high sodium vapor and staff sees a need to come up with a better standard of lighting across the entire spectrum. They brought three forward tonight for Council to review, all LED. He advised the Code provides for the HOA to be responsible for the upcharge over the amount of a high sodium vapor light. He reviewed pricing for the

current lighting and proposed lighting and advised the HOA would be responsible for the difference between the high sodium vapor lighting cost and the LED light

Commissioner Becker said he understood an increase in the capital cost of the light, but did not understand the monthly increase in cost.

Mayor Kilsheimer said they are being asked to choose a preferred style of light that will go in to new subdivisions He stated the trend is toward LED and away from sodium vapor. He said the developer installs the lights, and the City pays the electric bill. Duke Energy has a formula for how they charge for street lights as they are not metered.

Jerry Daniels, Business Development Manager with Lighting Solutions for Duke Energy, said the fuel and energy costs are actually about 30% to 40% less for the LED lights than the high vapor sodium lights, but because of a better quality fixture, it costs more. He reported they are retrofitting entire municipalities giving Eustis, St. Petersburg and Tavares as an example. He said these were not the only options available, stating they have an entire product line.

It was the consensus to look at other options and have staff bring this back in a month.

PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

1. **Ordinance No. 2513 – Second Reading – Annexation** – The City Clerk read the title as follows:

ORDINANCE NO. 2513

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 CENTRAL FLORIDA EXPRESSWAY AUTHORITY LOCATED WEST OF PLYMOUTH SORRENTO ROAD AND SOUTH OF YOTHERS 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 Becker, and seconded by Commissioner Bankson, to adopt Ordinance No. 2513. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

2. **Ordinance No. 2514 – Second Reading – Annexation** – The City Clerk read the title as follows:

ORDINANCE NO. 2514

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 CHARLES L. KOHL AND KATHY E. KOHL LOCATED AT 1030 EAST SANDPIPER 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. 2514. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

3. **Ordinance No. 2515 – Second Reading – Annexation –** The City Clerk read the title as follows:

ORDINANCE NO. 2515

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 BRYAN NELSON AND DEBBIE NELSON LOCATED AT 1157 OAKPOINT CIRCLE; 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. 2515. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

4. **Ordinance No. 2516 – Second Reading – Annexation –** The City Clerk read the title as follows:

ORDINANCE NO. 2516

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 WILLIAM D. COOK AND ROBYN D. COOK TRUST LOCATED AT 1163 OAKPOINT CIRCLE; 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 Becker, and seconded by Commissioner Bankson, to approve Ordinance No. 2516 at First Reading and carry it over for a Second Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

5. **Ordinance No. 2517 – Second Reading – Annexation –** The City Clerk read the title as follows:

ORDINANCE NO. 2517

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 VERDUZCO INVESTMENT LLC, LOCATED AT 1175 OAKPOINT CIRCLE; 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 Bankson, and seconded by Commissioner Velazquez, to adopt Ordinance No. 2517. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

6. **Ordinance No. 2503 – Second Reading – Land Development Code – Ex Parte Contact –** The City Clerk read the title as follows:

ORDINANCE NO. 2503

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE APOPKA CODE OF ORDINANCES, PART III, LAND DEVELOPMENT CODE, ARTICLE I, TO ADOPT PROVISIONS TO PROVIDE ACCESS TO PUBLIC OFFICIALS OF THE CITY OF APOPKA REGARDING QUASI-JUDICIAL MATTERS BY REMOVING PROHIBITIONS ON EX-PARTE COMMUNICATIONS; ESTABLISHING PROCEDURES TO DISCLOSE EX-PARTE COMMUNICATIONS PURSUANT TO SECTION 286.0115, FLORIDA STATUTES; CREATING PROCEDURES FOR THE DISCLOSURE OF EX-PARTE COMMUNICATIONS, INVESTIGATIONS, SITE VISITS, AND EXPERT OPINIONS TO REMOVE THE PRESUMPTION OF PREJUDICE ARISING THEREFROM; AND PROVIDING FOR CODIFICATIONS, 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 Becker, and seconded by Commissioner Dean, to adopt Ordinance No. 2503. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

- 7. Ordinance No. 2504 – Second Reading – Land Development Code – Building Heights –**
The City Clerk read the title as follows:

ORDINANCE NO. 2504

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE APOPKA CODE OF ORDINANCES, PART III, LAND DEVELOPMENT CODE TO ALLOW BUILDING HEIGHTS IN EXCESS OF 35 FEET WHEN EXPRESSLY PERMITTED BY SPECIAL EXCEPTION OR PLANNED UNIT DEVELOPMENT, PROVIDING FOR EXCEPTIONS AND PROVIDING CRITERIA; PROVIDING FOR CODIFICATION, 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 Bankson, and seconded by Commissioner Becker, to adopt Ordinance No. 2504 at Second Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

- 8. Ordinance No. 2509 – First Reading – Code of Ordinances, “Peddlers and Solicitors” –**
The City Clerk read the title as follows:

ORDINANCE NO. 2509

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 62, PEDDLERS AND SOLICITORS; EMPOWERING THE CITY ADMINISTRATOR OR HIS OR HER DESIGNEE TO ADMINISTER PROVISIONS REGARDING PERMITTING OF PEDDLERS AND SOLICITORS; AND PROVIDING FOR CODIFICATION, 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 Bankson, and seconded by Commissioner Becker, to adopt Ordinance No. 2509. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

9. **Ordinance No. 2510 – Second Reading – Code of Ordinances, “Business Tax Receipts”**
Postponed to October 5, 2016.

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.

10. **Ordinance No. 2511 – First Reading – Code of Ordinances, “Vehicles for Hire**
Postponed to October 5, 2016.

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 REGULATIONS 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.

Mayor Kilsheimer advised the City received a request today from Lyft to postpone consideration, as they received short notice and would like to have an opportunity to respond.

MOTION by Commissioner Bankson and seconded by Commissioner Velazquez to postpone Ordinance No. 2510 and Ordinance No. 2511 to the City Council meeting on October 5, 2016. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

11. **Ordinance No. 2518 – First Reading – PUD Master Plan/Preliminary Development Plan.**
The City Clerk read the title as follows:

ORDINANCE NO. 2518

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING ORDINANCE NUMBER 2355, CHANGING MAXIMUM FLOOR AREA RATIO FROM 0.25 TO 0.30 AND AMENDING THE APPROVED MASTER PLAN\PRELIMINARY DEVELOPMENT PLAN FOR CERTAIN REAL PROPERTY GENERALLY LOCATED NORTH OF OLD DIXIE HIGHWAY, EAST OF RICHARD L. MARK DRIVE, AND SOUTH OF ERROL PARKWAY, COMPRISING 6.99 ACRES MORE OR LESS, AND OWNED BY ROBERT K. DUNN ET. AL.; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

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

David Moon provided a brief lead-in on the project advising after the master plan was previously approved by Council and the owner found another assisted living provider with a different floor plan and model. The new proposed footprint for the site was reviewed and they are requesting an FAR of 0.30. The floor plan now has part of the building one-story the deliveries will be at the front of the building and hidden from the residents. There are more open areas that faces the residents to the north. He advised the Planning Commission and DRC recommend approval.

In response to Commissioner Dean, Mr. Davoll advised there was a plan to add bike lanes to Old Dixie Highway that will widen it. He further stated they will be required to do a traffic study.

Joel Hass, Senior Vice President of MJM, said they are the developers of the assisted living facility, Canterwood Manor. The reason for the change in the request are due to the design being on a clinical basis. He advised the facility will have a community room and the community will be invited to utilize this room at no charge. He stated this room is also used as an education center, especially for the care and treatment of memory care.

Elizabeth Lentz, Architect, said the exterior of the building has been designed to be a Florida Coastal style. She said it is very residential and is broken into one and two-story portions with the two-story development being away from the current single family homes.

Mayor Kilsheimer opened the meeting to a public hearing.

Jose Molina said they mentioned the community room and inquired if there would be additional parking if they are holding events. He agreed with Commissioner Dean's comment regarding Old Dixie Highway needing improvements on width and lighting.

Mr. Hass advised the site plan presented takes into consideration parking for the community room.

Mr. Davoll said as they review the design plan the lighting will be evaluated and the design will be before Council.

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

MOTION by Commissioner Velazquez, and seconded by Commissioner Dean, to approve Ordinance No. 2518 at First Reading and carry it over for a Second Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

MAYOR'S REPORT

1. Ratify Mr. James Hitt as Community Development Director.

Mayor Kilsheimer reported Mark Reggentin, Community Development Director, has been extremely helpful to the City since he joined the staff earlier this year. Mark has been offered a job with the City of Maitland which is his home community. His last day with the City of Apopka is September 29, 2016.

Mayor Kilsheimer said when they were looking for a Community Development Director, they narrowed it down to two candidates: Mark Reggentin and Jim Hitt. He stated Jim currently works for the City of Clermont and spoke on the development occurring in Clermont. He said they contacted Mr. Hitt to see if he was still interested in the position. Mayor Kilsheimer recommended Jim Hitt as the new Community Development Director.

MOTION by Commissioner Bankson, and seconded by Commissioner Becker to ratify the appointment of James Hitt as Community Development Director. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

NOT REQUIRING ACTION

ADJOURNMENT – There being no further business the meeting adjourned at 8:32 p.m.

ATTEST;

Joseph E. Kilsheimer, Mayor

Linda F. Goff, City Clerk

Backup material for agenda item:

1. Approve the Disbursement Report for the month of August, 2016.

Range of Checking Accts: 101-0000 to 101-0000 Range of Check Dates: 08/01/16 to 08/31/16
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Seq	Acct
PO #	Item	Description					Ref	Seq	Acct
101-0000		General Operating Account							
174400	08/04/16	DJSUN005 DJ'S UNLIMITED OF FLORIDA						2	
00129738	1	OPERATING SUPPLIES	300.00	001-3613-572-5200 OPERATING SUPPLIES	Expenditure		10		1
174401	08/04/16	SOMER005 RANDALL A. SOMERS						2	
16-00001	1	MAY 27, 2016	1,000.00	410-4200-542-3100 PROFESSIONAL SERVICES	Expenditure		16		1
174402	08/05/16	A1SER005 A-1 SERVICE PLUMBING INC.						3	
00129938	1	REPAIR & MAINT.-BLDG.& EQUIPME	495.00	001-2210-521-4600 REPAIR & MAINT.-BLDG.& EQUIPMENT	Expenditure		38		1
174403	08/05/16	APOPK020 APOPKA CHIEF, THE						3	
00129700	1	LEGAL ADVERTISING	98.00	001-4020-515-4902 LEGAL ADVERTISING	Expenditure		32		1
00129700	2	LEGAL ADVERTISING	101.25	001-4020-515-4902 LEGAL ADVERTISING	Expenditure		33		1
			<u>199.25</u>						
174404	08/05/16	APOPK075 APOPKA ACE HARDWARE & LUMBER I						3	
00130070	1	GLASS REPLACE WINDOWS	33.98	001-1022-519-4600 REPAIR & MAINT.-BLDG & EQUIP	Expenditure		40		1
174405	08/05/16	AQUAT005 AQUATIC SYSTEMS, INC						3	
00128701	1	OTHER CURRENT CHARGES	260.00	120-3151-538-4900 OTHER CURRENT CHARGES	Expenditure		16		1
00128701	2	REPAIR & MAINT.-BLDG.& EQUIPME	115.00	401-3121-535-4600 REPAIR & MAINT.-BLDG.& EQUIPMENT	Expenditure		17		1
			<u>375.00</u>						
174406	08/05/16	ASCEN005 ASCENT AVIATION GROUP INC						3	
00129633	1	INVENTORY - AVGAS FUEL	18,990.16	410-141-1200 INVENTORY - AVGAS FUEL	G/L		106		1
174407	08/05/16	ATLAN005 ATLANTIC.NET						3	
00129176	1	OTHER CONTRACTUAL SERVICES	519.94	001-5110-519-3400 OTHER CONTRACTUAL SERVICES	Expenditure		20		1
174408	08/05/16	BATTE005 BATTERIES PLUS						3	
00130252	1	REPAIR & MAINT.-BLDG & EQUIP	67.90	001-1022-519-4600 REPAIR & MAINT.-BLDG & EQUIP	Expenditure		52		1
174409	08/05/16	BOWEN005 BOWEN PLUMBING						3	
00130278	1	REPAIRS AND MAINTENANCE SERVIC	614.00	001-3514-572-4600 REPAIRS AND MAINTENANCE SERVICES	Expenditure		56		1
174410	08/05/16	CAPIT005 CAPITAL OFFICE PRODUCTS						3	
00130086	1	OFFICE SUPPLIES	172.35	001-1025-513-5100 OFFICE SUPPLIES	Expenditure		42		1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account							
174410		CAPITAL OFFICE PRODUCTS							
00130201	1	OPERATING SUPPLIES	549.97	001-2110-522-5200 OPERATING SUPPLIES	Expenditure		47	1	
00130201	2	OPERATING SUPPLIES	338.84	001-2120-522-5200 OPERATING SUPPLIES	Expenditure		48	1	
			<u>1,061.16</u>						
174411	08/05/16	CAREF005 CARE FOUNDATION, THE							3
16-00027	1	DONATION CMSR VELAZQUEZ	250.00	001-1010-512-5200 OPERATING SUPPLIES	Expenditure		63	1	
174412	08/05/16	CGCKI005 CGC KILFOYLE INC							3
00130181	1	OTHER CONTRACTUAL SERVICES	5,950.00	001-1020-512-3400 OTHER CONTRACTUAL SERVICES	Expenditure		46	1	
174413	08/05/16	CHEVR005 DAVID MAUS CHEVROLET							3
00129305	2	VEHICLE MAINTENANCE	64.56	001-2220-521-4650 VEHICLE MAINTENANCE	Expenditure		22	1	
174414	08/05/16	CONCO005 CONCORD TECHNOLOGIES							3
00129120	1	OPERATING SUPPLIES	242.76	001-5110-519-5200 OPERATING SUPPLIES	Expenditure		19	1	
174415	08/05/16	DIREC010 NEW DIRECTIONS							3
16-00039	1		9.78	001-1010-512-2300 LIFE AND HEALTH INSURANCE	Expenditure		65	1	
16-00039	2		14.67	001-1020-512-2300 LIFE AND HEALTH INSURANCE	Expenditure		66	1	
16-00039	3		9.78	001-1022-519-2300 LIFE AND HEALTH INSURANCE	Expenditure		67	1	
16-00039	4		9.78	001-1025-513-2300 LIFE AND HEALTH INSURANCE	Expenditure		68	1	
16-00039	5		9.78	001-1025-513-2300 LIFE AND HEALTH INSURANCE	Expenditure		69	1	
16-00039	6		24.45	001-1025-513-2300 LIFE AND HEALTH INSURANCE	Expenditure		70	1	
16-00039	7		11.41	001-1025-513-2300 LIFE AND HEALTH INSURANCE	Expenditure		71	1	
16-00039	8		39.12	001-2110-522-2300 LIFE AND HEALTH INSURANCE	Expenditure		72	1	
16-00039	9		158.11	001-2120-522-2300 LIFE AND HEALTH INSURANCE	Expenditure		73	1	
16-00039	10		202.12	001-2130-526-2300 LIFE AND HEALTH INSURANCE	Expenditure		74	1	
16-00039	11		9.78	001-2210-521-2300 LIFE AND HEALTH INSURANCE	Expenditure		75	1	
16-00039	12		316.22	001-2220-521-2300 LIFE AND HEALTH INSURANCE	Expenditure		76	1	
16-00039	13		161.37	001-2230-521-2300 LIFE AND HEALTH INSURANCE	Expenditure		77	1	
16-00039	14		102.69	001-2250-519-2300 LIFE AND HEALTH INSURANCE	Expenditure		78	1	

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account		Continued					
174415		NEW DIRECTIONS		Continued					
16-00039	15		44.01	401-3010-539-2300 LIFE AND HEALTH INSURANCE	Expenditure		79	1	
16-00039	16		29.34	401-3111-533-2300 LIFE AND HEALTH INSURANCE	Expenditure		80	1	
16-00039	17		55.42	401-3121-535-2300 LIFE AND HEALTH INSURANCE	Expenditure		81	1	
16-00039	18		44.01	401-3131-536-2300 LIFE AND HEALTH INSURANCE	Expenditure		82	1	
16-00039	19		44.01	401-3141-533-2300 LIFE AND HEALTH INSURANCE	Expenditure		83	1	
16-00039	20		24.45	401-3161-533-2300 LIFE AND HEALTH INSURANCE	Expenditure		84	1	
16-00039	21		39.12	401-3171-535-2300 LIFE AND HEALTH INSURANCE	Expenditure		85	1	
16-00039	22		9.78	401-3181-536-2300 LIFE AND HEALTH INSURANCE	Expenditure		86	1	
16-00039	23		83.13	402-3210-534-2300 LIFE AND HEALTH INSURANCE	Expenditure		87	1	
16-00039	24		53.79	001-3310-519-2300 LIFE AND HEALTH INSURANCE	Expenditure		88	1	
16-00039	25		39.12	401-3410-539-2300 LIFE AND HEALTH INSURANCE	Expenditure		89	1	
16-00039	26		22.82	101-3412-541-2300 LIFE AND HEALTH INSURANCE	Expenditure		90	1	
16-00039	27		4.89	101-3414-541-2300 LIFE AND HEALTH INSURANCE	Expenditure		91	1	
16-00039	28		9.78	001-3512-539-2300 LIFE AND HEALTH INSURANCE	Expenditure		92	1	
16-00039	29		40.75	001-3513-572-2300 LIFE AND HEALTH INSURANCE	Expenditure		93	1	
16-00039	30		34.23	001-3514-572-2300 LIFE AND HEALTH INSURANCE	Expenditure		94	1	
16-00039	31		39.12	001-3612-572-2300 LIFE AND HEALTH INSURANCE	Expenditure		95	1	
16-00039	32		24.45	001-3613-572-2300 LIFE AND HEALTH INSURANCE	Expenditure		96	1	
16-00039	33		39.12	001-4020-515-2300 LIFE AND HEALTH INSURANCE	Expenditure		97	1	
16-00039	34		34.23	001-4021-524-2300 LIFE AND HEALTH INSURANCE	Expenditure		98	1	
16-00039	35		29.34	001-5110-519-2300 LIFE AND HEALTH INSURANCE	Expenditure		99	1	
			<u>1,823.97</u>						
174416	08/05/16	DONWO005 DON WOOD, INC.							3
00129433	2	REPAIR & MAINT - BLDG & EQUIP	175.03	410-4200-542-4600 REPAIR & MAINT - BLDG & EQUIP	Expenditure		23	1	
00129433	3	REPAIR & MAINT.-BLDG.& EQUIPME	116.88	001-3310-519-4600 REPAIR & MAINT.-BLDG.& EQUIPMENT	Expenditure		24	1	

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account		Continued					
174416		DON WOOD, INC.		Continued					
00129433	4	CREDIT	3.36-	001-3310-519-4600	Expenditure		25	1	
			<u>288.55</u>	REPAIR & MAINT.-BLDG.& EQUIPMENT					
174417	08/05/16	ECMC005 ECMC						3	
16-00028	1	MELISSA CABRERA W/E 07/30/16	127.97	001-218-1760	G/L		103	1	
				DUE TO FL DEPT OF EDUCATION					
174418	08/05/16	EWING005 EWING IRRIGATION PRODUCTS INC						3	
00130217	1	OPERATING SUPPLIES	1,822.82	001-3514-572-5200	Expenditure		49	1	
				OPERATING SUPPLIES					
174419	08/05/16	FAMIL005 FAMILY SUPPORT REGISTRY						3	
16-00040	1	DERRICK CLARK W/E 07/30/2016	116.69	001-218-1750	G/L		104	1	
				DUE TO CLERK OF CIRCUIT COURT					
174420	08/05/16	FASTS005 FAST SIGNS						3	
00130275	1	REPAIR & MAINT.-BLDG & EQUIP	444.30	001-1022-519-4600	Expenditure		55	1	
				REPAIR & MAINT.-BLDG & EQUIP					
174421	08/05/16	FEDEX010 FEDEX OFFICE						3	
00127535	1	FREIGHT & POSTAGE SERVICES	19,727.11	401-3161-533-4200	Expenditure		10	1	
				FREIGHT & POSTAGE SERVICES					
00127535	2	PRINTING SERVICES	21,356.93	401-3161-533-4700	Expenditure		11	1	
				PRINTING SERVICES					
00127535	4	FREIGHT & POSTAGE SERVICES	473.76	401-3161-533-4200	Expenditure		12	1	
				FREIGHT & POSTAGE SERVICES					
00127535	5	PRINTING SERVICES	19,966.26	401-3161-533-4700	Expenditure		13	1	
				PRINTING SERVICES					
00127535	6	PRINTING SERVICES	782.80	401-3161-533-4700	Expenditure		14	1	
				PRINTING SERVICES					
00127535	8	FREIGHT & POSTAGE SERVICES	484.67	401-3161-533-4200	Expenditure		15	1	
			<u>62,791.53</u>	FREIGHT & POSTAGE SERVICES					
174422	08/05/16	FLORI055 FLORIDA LEAGUE OF CITIES						3	
00129861	1	TRAINING	3,125.00	001-1010-512-5500	Expenditure		37	1	
				TRAINING					
00130066	1	TRAINING	525.00	001-4020-515-5500	Expenditure		39	1	
			<u>3,650.00</u>	TRAINING					
174423	08/05/16	GOVCO005 GOVCONNECTION, INC.						3	
00130269	1	OPERATING SUPPLIES	135.21	401-3111-533-5200	Expenditure		53	1	
				OPERATING SUPPLIES					
00130269	2	OPERATING SUPPLIES	135.21	401-3121-535-5200	Expenditure		54	1	
			<u>270.42</u>	OPERATING SUPPLIES					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account		Continued					
174424	08/05/16	INTER040 INTERNAL REVENUE SERVICE						3	
16-00024	1	RYAN MCNEELY W/E 07/30/2016	11.54	001-218-1770 DUE TO IRS	G/L		102	1	
174425	08/05/16	NEVCO005 NEVCO INC						3	
00129834	1	EQUIPMENT & MACHINERY	8,535.45	001-3514-572-6400 EQUIPMENT & MACHINERY	Expenditure		36	1	
174426	08/05/16	OFFIC005 OFFICE DEPOT						3	
00128962	1	OPERATING SUPPLIES	195.29	401-3131-536-5200 OPERATING SUPPLIES	Expenditure		18	1	
174427	08/05/16	OSBUR005 OSBURN ASSOCIATES INC						3	
00129722	1	STREET/STOP SIGN REPLACEMENT P	2,100.00	101-3412-541-5204 STREET/STOP SIGN REPLACEMENT PRG	Expenditure		35	1	
174428	08/05/16	OTTOE005 OTTO ENVIRONMENTAL SYSTEMS (NC						3	
00129560	1	OPERATING SUPPLIES	4,326.00	402-3210-534-5200 OPERATING SUPPLIES	Expenditure		26	1	
00129561	1	OPERATING SUPPLIES	4,383.00	402-3210-534-5200 OPERATING SUPPLIES	Expenditure		27	1	
			<u>8,709.00</u>						
174429	08/05/16	PELLE005 PELLETIER, ROY A.						3	
00129239	2	TRAINING	119.00	401-3111-533-5500 TRAINING	Expenditure		21	1	
174430	08/05/16	PETRO005 PETROLEUM TRADERS CORP.						3	
00129438	1	INVENTORY - FUEL	13,068.50	001-141-1200 INVENTORY - FUEL	G/L		105	1	
174431	08/05/16	PUBLI020 PUBLIC SAFETY USA						3	
00129720	1	EQUIPMENT AND MACHINERY	3,885.50	001-2220-521-6400 EQUIPMENT AND MACHINERY	Expenditure		34	1	
174432	08/05/16	RECEI005 AMSOIL INC./ACCOUNTS RECEIVABL						3	
00128289	1	INVENTORY - CITY GARAGE	2,135.96	001-141-1400 INVENTORY - CITY GARAGE	G/L		107	1	
174433	08/05/16	RICOH005 RICOH USA, INC.						3	
00127311	1	REPAIRS & MAINT. - BLDG.& EQUI	133.40	001-3612-572-4600 REPAIRS & MAINT. - BLDG.& EQUIPMENT	Expenditure		7	1	
00127312	1	REPAIRS & MAINT. - BLDG.& EQUI	83.87	001-3612-572-4600 REPAIRS & MAINT. - BLDG.& EQUIPMENT	Expenditure		8	1	
00127313	1	REPAIRS & MAINT. - BLDG.& EQUI	38.20	001-3612-572-4600 REPAIRS & MAINT. - BLDG.& EQUIPMENT	Expenditure		9	1	
			<u>255.47</u>						
174434	08/05/16	SHEPH005 SHEPHERD & WOLFE, LLC		(Void Reason: CHECK NEVER RECEIVED)		09/02/16 VOID		3	
00126920	1	PROFESSIONAL SERVICES	2,500.00	001-1025-513-3100 PROFESSIONAL SERVICES	Expenditure		4	1	

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account	Continued						
174435	08/05/16	SOMER005 RANDALL A. SOMERS							3
16-00026	1	CONTRACT SERVICES 8/5/16	1,000.00	410-4200-542-3100	Expenditure		62		1
				PROFESSIONAL SERVICES					
174436	08/05/16	TAMPA010 TAMPA CRANE & BODY, INC.							3
00129163	1	INVENTORY - CITY GARAGE	2,784.00	001-141-1400	G/L		108		1
				INVENTORY - CITY GARAGE					
174437	08/05/16	TEAMW005 CHALLENGER TEAMWEAR							3
00130291	1	OPERATING SUPPLIES	8.00	001-3612-572-5200	Expenditure		58		1
				OPERATING SUPPLIES					
00130291	2	OPERATING SUPPLIES	8.00	001-3612-572-5200	Expenditure		59		1
				OPERATING SUPPLIES					
			<u>16.00</u>						
174438	08/05/16	TESSC005 TESSCO INCORPORATED							3
00130078	1	FREIGHT & POSTAGE SERVICES	10.71	001-2120-522-4200	Expenditure		41		1
				FREIGHT & POSTAGE SERVICES					
00130078	2	OPERATING SUPPLIES	559.28	001-2120-522-5200	Expenditure		42		1
				OPERATING SUPPLIES					
			<u>569.99</u>						
174439	08/05/16	TRAIL005 TRAIL SAW & MOWER SERVICE, INC							3
00130094	1	VEHICLE MAINTENANCE	2,049.03	001-3513-572-4650	Expenditure		44		1
				VEHICLE MAINTENANCE					
00130281	1	OPERATING SUPPLIES	410.77	001-3514-572-5200	Expenditure		57		1
				OPERATING SUPPLIES					
			<u>2,459.80</u>						
174440	08/05/16	TRUGR005 TRUGREEN							3
00127240	1	OTHER CONTRACTUAL SERVICES	570.00	001-3514-572-3400	Expenditure		5		1
				OTHER CONTRACTUAL SERVICES					
00127240	2	OTHER CONTRACTUAL SERVICES	1,070.00	001-3514-572-3400	Expenditure		6		1
				OTHER CONTRACTUAL SERVICES					
			<u>1,640.00</u>						
174441	08/05/16	UNITE015 UNITED WAY-HEART OF FLORIDA							3
16-00023	1	w/E 07/30/2016	22.50	001-218-1650	G/L		60		1
				UNITED WAY PAYROLL DEDUCTIONS					
174442	08/05/16	UTILI015 UTILITY BILLING PETTY CASH							3
16-00041	1	UTILITY BILLING PETTY CASH	1,000.00	401-3161-533-5200	Expenditure		101		1
				OPERATING SUPPLIES					
174443	08/05/16	VERIZ005 VERIZON WIRELESS							3
00126764	2	COMMUNICATIONS SERVICES	3,644.00	001-5110-519-4100	Expenditure		1		1
				COMMUNICATIONS SERVICES					
00126765	2	COMMUNICATIONS SERVICES	1,749.79	001-5110-519-4100	Expenditure		2		1
				COMMUNICATIONS SERVICES					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account							
174443		VERIZON WIRELESS							
00126767	2	COMMUNICATIONS SERVICES	185.30	001-5110-519-4100	Expenditure		3	1	
			<u>5,579.09</u>	COMMUNICATIONS SERVICES					
174444	08/05/16	WESCO005 WESCO TURF , INC.							3
00129641	2	VEHICLE MAINTENANCE	356.13	001-3514-572-4650	Expenditure		28	1	
				VEHICLE MAINTENANCE					
00129641	3	VEHICLE MAINTENANCE	78.66	001-3514-572-4650	Expenditure		29	1	
				VEHICLE MAINTENANCE					
00129641	4	VEHICLE MAINTENANCE	241.53	001-3514-572-4650	Expenditure		30	1	
				VEHICLE MAINTENANCE					
00129641	5	VEHICLE MAINTENANCE	186.43	001-3514-572-4650	Expenditure		31	1	
			<u>862.75</u>	VEHICLE MAINTENANCE					
174445	08/05/16	ZONES005 ZONES, INC							3
00130179	1	REPAIR & MIANT.-BLDG & EQUIP	2,437.50	001-5110-519-4600	Expenditure		45	1	
				REPAIR & MAINT.-BLDG & EQUIP					
00130221	1	OPERATING SUPPLIES	160.00	001-5110-519-5200	Expenditure		50	1	
				OPERATING SUPPLIES					
00130222	1	OPERATING SUPPLIES	96.00	001-5110-519-5200	Expenditure		51	1	
			<u>2,693.50</u>	OPERATING SUPPLIES					
174446	08/12/16	CGCKI005 CGC KILFOYLE INC							4
00130181	2	OTHER CONTRACTUAL SERVICES	5,110.00	001-1020-512-3400	Expenditure		149	1	
				OTHER CONTRACTUAL SERVICES					
174447	08/12/16	AGILI005 AGILITY FUEL SYSTEMS, INC							5
00130241	1	VEHICLE MAINTENANCE	415.00	402-3210-534-4650	Expenditure		163	1	
				VEHICLE MAINTENANCE					
174448	08/12/16	ALISO005 ALISON M. YURKO, P.A.							5
00128439	1	PROFESSIONAL SERVICES	750.00	001-2210-521-3100	Expenditure		314	1	
				PROFESSIONAL SERVICES					
174449	08/12/16	ALLIE005 ALLIED UNIVERSAL CORPORATION							5
00128094	2	OPERATING SUPPLIES	471.68	401-3111-533-5200	Expenditure		19	1	
				OPERATING SUPPLIES					
00128094	3	OPERATING SUPPLIES	1,020.16	401-3111-533-5200	Expenditure		20	1	
				OPERATING SUPPLIES					
00128094	4	OPERATING SUPPLIES	573.44	401-3111-533-5200	Expenditure		21	1	
				OPERATING SUPPLIES					
00128094	5	OPERATING SUPPLIES	273.28	401-3111-533-5200	Expenditure		22	1	
				OPERATING SUPPLIES					
00128100	1	OPERATING SUPPLIES	3,231.36	401-3121-535-5200	Expenditure		23	1	
				OPERATING SUPPLIES					
00128100	2	OPERATING SUPPLIES	173.44	401-3121-535-5200	Expenditure		24	1	
				OPERATING SUPPLIES					
00128100	3	OPERATING SUPPLIES	256.00	401-3121-535-5200	Expenditure		25	1	
				OPERATING SUPPLIES					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
101-0000		General Operating Account	Continued						
174449		ALLIED UNIVERSAL CORPORATION	Continued						
00128100	4	OPERATING SUPPLIES	828.16	401-3121-535-5200	Expenditure		26		1
				OPERATING SUPPLIES					
			<u>6,827.52</u>						
174450	08/12/16	AMERI080 AMERICAN SOLUTIONS FOR BUSINES							5
00130171	1	OPERATING SUPPLIES	466.56	001-2120-522-5200	Expenditure		147		1
				OPERATING SUPPLIES					
174451	08/12/16	AMERI125 AMERICA'S OFFICE SOURCE							5
00129890	1	OPERATING SUPPLIES	470.00	401-3121-535-5200	Expenditure		289		1
				OPERATING SUPPLIES					
00130040	1	OPERATING SUPPLIES	5,544.91	401-3010-539-5200	Expenditure		116		1
				OPERATING SUPPLIES					
00130040	2	OPERATING SUPPLIES	156.71	401-3410-539-5200	Expenditure		117		1
				OPERATING SUPPLIES					
00130256	1	REPAIR & MAINT.-BLDG.& EQUIPME	700.00	401-3010-539-4600	Expenditure		170		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
			<u>6,871.62</u>						
174452	08/12/16	AOKTI005 A.O.K. TIRE MART				08/12/16 VOID			0
174453	08/12/16	AOKTI005 A.O.K. TIRE MART				08/12/16 VOID			0
174454	08/12/16	AOKTI005 A.O.K. TIRE MART							5
00130020	1	INVENTORY - CITY GARAGE	1,589.44	001-3612-572-4650	Expenditure		77		1
				VEHICLE MAINTENANCE					
00130020	2	INVENTORY - CITY GARAGE	72.50	401-3141-533-4650	Expenditure		78		1
				VEHICLE MAINTENANCE					
00130020	3	INVENTORY - CITY GARAGE	341.74	401-3171-535-4650	Expenditure		79		1
				VEHICLE MAINTENANCE					
00130020	4	INVENTORY - CITY GARAGE	390.64	001-2130-526-4650	Expenditure		80		1
				VEHICLE MAINTENANCE					
00130020	5	INVENTORY - CITY GARAGE	160.00	402-3210-534-4650	Expenditure		81		1
				VEHICLE MAINTENANCE					
00130020	7	INVENTORY - CITY GARAGE	40.00	402-3210-534-4650	Expenditure		82		1
				VEHICLE MAINTENANCE					
00130020	8	INVENTORY - CITY GARAGE	521.35	402-3210-534-4650	Expenditure		83		1
				VEHICLE MAINTENANCE					
00130020	9	INVENTORY - CITY GARAGE	521.35	402-3210-534-4650	Expenditure		84		1
				VEHICLE MAINTENANCE					
00130020	10	INVENTORY - CITY GARAGE	521.35	402-3210-534-4650	Expenditure		85		1
				VEHICLE MAINTENANCE					
00130020	11	INVENTORY - CITY GARAGE	521.35	402-3210-534-4650	Expenditure		86		1
				VEHICLE MAINTENANCE					
00130020	12	INVENTORY - CITY GARAGE	82.50	402-3210-534-4650	Expenditure		87		1
				VEHICLE MAINTENANCE					
00130020	13	INVENTORY - CITY GARAGE	80.00	402-3210-534-4650	Expenditure		88		1
				VEHICLE MAINTENANCE					
00130020	14	INVENTORY - CITY GARAGE	123.50	402-3210-534-4650	Expenditure		89		1
				VEHICLE MAINTENANCE					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account		Continued					
174454	A.O.K.	TIRE MART		Continued					
00130020	15	INVENTORY - CITY GARAGE	37.50	402-3210-534-4650 VEHICLE MAINTENANCE	Expenditure		90		1
00130020	16	INVENTORY - CITY GARAGE	348.75	402-3210-534-4650 VEHICLE MAINTENANCE	Expenditure		91		1
00130020	17	INVENTORY - CITY GARAGE	82.50	402-3210-534-4650 VEHICLE MAINTENANCE	Expenditure		92		1
00130020	18	INVENTORY - CITY GARAGE	80.00	402-3210-534-4650 VEHICLE MAINTENANCE	Expenditure		93		1
00130020	19	INVENTORY - CITY GARAGE	40.00	402-3210-534-4650 VEHICLE MAINTENANCE	Expenditure		94		1
00130020	20	INVENTORY - CITY GARAGE	40.00	402-3210-534-4650 VEHICLE MAINTENANCE	Expenditure		95		1
00130020	21	INVENTORY - CITY GARAGE	37.50	402-3210-534-4650 VEHICLE MAINTENANCE	Expenditure		96		1
00130020	22	INVENTORY - CITY GARAGE	40.00	402-3210-534-4650 VEHICLE MAINTENANCE	Expenditure		97		1
00130020	23	INVENTORY - CITY GARAGE	40.00	402-3210-534-4650 VEHICLE MAINTENANCE	Expenditure		98		1
00130020	24	INVENTORY - CITY GARAGE	531.68	402-3210-534-4650 VEHICLE MAINTENANCE	Expenditure		99		1
00130020	25	INVENTORY - CITY GARAGE	641.85	402-3210-534-4650 VEHICLE MAINTENANCE	Expenditure		100		1
00130020	26	INVENTORY - CITY GARAGE	72.50	402-3210-534-4650 VEHICLE MAINTENANCE	Expenditure		101		1
00130020	27	INVENTORY - CITY GARAGE	82.50	402-3210-534-4650 VEHICLE MAINTENANCE	Expenditure		102		1
00130020	28	INVENTORY - CITY GARAGE	117.50	402-3210-534-4650 VEHICLE MAINTENANCE	Expenditure		103		1
00130020	29	INVENTORY - CITY GARAGE	40.00	402-3210-534-4650 VEHICLE MAINTENANCE	Expenditure		104		1
00130020	30	INVENTORY - CITY GARAGE	37.50	402-3210-534-4650 VEHICLE MAINTENANCE	Expenditure		105		1
00130020	31	INVENTORY - CITY GARAGE	37.50	402-3210-534-4650 VEHICLE MAINTENANCE	Expenditure		106		1
00130020	32	INVENTORY - CITY GARAGE	37.50	402-3210-534-4650 VEHICLE MAINTENANCE	Expenditure		107		1
00130020	33	INVENTORY - CITY GARAGE	40.00	402-3210-534-4650 VEHICLE MAINTENANCE	Expenditure		108		1
00130020	34	INVENTORY - CITY GARAGE	461.25	402-3210-534-4650 VEHICLE MAINTENANCE	Expenditure		109		1
00130020	35	INVENTORY - CITY GARAGE	1,350.00	402-3210-534-4650 VEHICLE MAINTENANCE	Expenditure		110		1
00130020	36	INVENTORY - CITY GARAGE	35.00	402-3210-534-4650 VEHICLE MAINTENANCE	Expenditure		111		1
00130020	37	INVENTORY - CITY GARAGE	202.50	402-3210-534-4650 VEHICLE MAINTENANCE	Expenditure		112		1
00130020	38	INVENTORY - CITY GARAGE	80.00	402-3210-534-4650 VEHICLE MAINTENANCE	Expenditure		113		1
00130020	39	INVENTORY - CITY GARAGE	37.50	402-3210-534-4650 VEHICLE MAINTENANCE	Expenditure		114		1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account		Continued					
174454	A.O.K.	TIRE MART		Continued					
00130020	40	INVENTORY - CITY GARAGE	88.50	402-3210-534-4650	Expenditure		115		1
				VEHICLE MAINTENANCE					
			<u>9,605.25</u>						
174455	08/12/16	ATTM005 AT & T MOBILITY							5
00127288	2	COMMUNICATIONS SERVICES	317.54	001-5110-519-4100	Expenditure		4		1
				COMMUNICATIONS SERVICES					
174456	08/12/16	BHPOL005 B & H POLICE SUPPLY							5
00129997	1	OPERATING SUPPLIES	5,628.00	001-2220-521-5200	Expenditure		299		1
				OPERATING SUPPLIES					
174457	08/12/16	BOOKS005 FIREFIGHTERS BOOKSTORE							5
00130170	1	BOOKS, PUBLICATIONS, SUBSCRIPT	343.81	001-2120-522-5400	Expenditure		146		1
				BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM					
174458	08/12/16	BRYAN005 BRYAN A. WAGNER , INC.							5
00130093	1	REPAIR & MAINT.-BLDG.& EQUIPME	8,125.00	001-3310-519-4600	Expenditure		120		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
174459	08/12/16	CANON010 CANON SOLUTIONS AMERICA, INC							5
00129284	1	REPAIR & MAINT.-BLDG.& EQUIPME	24.99	001-2230-521-4600	Expenditure		304		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
174460	08/12/16	CAREE010 CARE ENVIRONMENTAL CORP							5
00130185	1	OPERATING SUPPLIES	500.00	001-3513-572-5200	Expenditure		149		1
				OPERATING SUPPLIES					
		00130185	2	OPERATING SUPPLIES	500.00	101-3412-541-5200	Expenditure	150	1
				OPERATING SUPPLIES					
			<u>1,000.00</u>						
174461	08/12/16	CENTU005 CENTURYLINK							5
00127656	2	COMMUNICATIONS SERVICES	69.24	001-5110-519-4100	Expenditure		7		1
				COMMUNICATIONS SERVICES					
		00127656	3	COMMUNICATIONS SERVICES	69.86	001-5110-519-4100	Expenditure	8	1
				COMMUNICATIONS SERVICES					
			<u>139.10</u>						
174462	08/12/16	CENTU010 CENTURYLINK							5
16-00120	1	June 2016 Pay Phone Charges	30.00	410-4200-542-4100	Expenditure		203		1
				COMMUNICATIONS SERVICES					
174463	08/12/16	CGCKI005 CGC KILFOYLE INC							5
16-00030	1	Door Install In CH Annex	580.00	001-1022-519-4600	Expenditure		190		1
				REPAIR & MAINT.-BLDG & EQUIP					
174464	08/12/16	COLLI025 COLLINS, ELLETON							5
16-00149	1	WATER REBATE PROGRAM	89.00	401-3111-533-5220	Expenditure		280		1
				WATER CONSERVATION PROGRAM					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account	Continued						
174465	08/12/16	CONVERT				08/12/16 VOID		5	
00127885	1	REPAIR & MAINT.-BLDG.& EQUIPME	1,505.00	001-2230-521-4600	Expenditure		313	1	
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
174466	08/12/16	CORPO010 CORPORATE VISUAL SERVICES						5	
16-00046	1	Digital Headshot Rate	300.00	001-1010-512-5200	Expenditure		191	1	
				OPERATING SUPPLIES					
16-00046	2	Digital Images High Res	50.00	001-1010-512-5200	Expenditure		192	1	
				OPERATING SUPPLIES					
			<u>350.00</u>						
174467	08/12/16	DANAS005 DANA SAFETY SUPPLY, INC.						5	
00129597	1	EQUIPMENT AND MACHINERY	9,567.38	001-2220-521-6400	Expenditure		305	1	
				EQUIPMENT AND MACHINERY					
00129598	1	EQUIPMENT AND MACHINERY	9,567.38	001-2220-521-6400	Expenditure		306	1	
				EQUIPMENT AND MACHINERY					
			<u>19,134.76</u>						
174468	08/12/16	DAVID010 DAVIDS TRAILERS INC.						5	
00130150	1	VEHICLE MAINTENANCE	515.45	401-3171-535-4650	Expenditure		140	1	
				VEHICLE MAINTENANCE					
174469	08/12/16	DAVIS025 DAVIS INSTRUMENTS CORP.						5	
00129799	1		605.00	001-5110-519-5200	Expenditure		47	1	
				OPERATING SUPPLIES					
174470	08/12/16	DIESE005 FLORIDA DETROIT DIESEL-ALLISON						5	
00129668	1	INVENTORY - CITY GARAGE	734.97	001-2120-522-4650	Expenditure		44	1	
				VEHICLE MAINTENANCE					
174471	08/12/16	DYNAF005 DYNAFIRE, INC						5	
00129838	1	REPAIR & MAINT.-BLDG & EQUIP	845.00	001-1022-519-4600	Expenditure		294	1	
				REPAIR & MAINT.-BLDG & EQUIP					
174472	08/12/16	ECMC0005 ECMC						5	
16-00129	1	SSN [REDACTED]	120.51	001-218-1760	G/L		262	1	
				DUE TO FL DEPT OF EDUCATION					
174473	08/12/16	EMPOW005 EMPOWER SOFTWARE SOLUTIONS, IN						5	
00129017	1	REPAIR & MIANT.-BLDG & EQUIP	1,180.87	001-5110-519-4600	Expenditure		37	1	
				REPAIR & MAINT.-BLDG & EQUIP					
174474	08/12/16	ENFOR005 ENFORCEMENT ELECTRONICS SERVIC						5	
00128830	1	OPERATING SUPPLIES	45.00	001-2220-521-5200	Expenditure		311	1	
				OPERATING SUPPLIES					
174475	08/12/16	FAMIL005 FAMILY SUPPORT REGISTRY						5	
16-00151	1	DERRICK CLARK SSN [REDACTED]	116.69	001-218-1750	G/L		282	1	
				DUE TO CLERK OF CIRCUIT COURT					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account		Continued					
174476	08/12/16	FERGU005 FERGUSON ENTERPRISES, INC.						5	
00130076	1	INVENTORY - PIPES, METERS, ETC	3,690.00	401-141-1120	G/L		297	1	
				INVENTORY - PIPES, METERS, ETC.					
00130137	1	INVENTORY - PIPES, METERS, ETC	1,664.28	401-141-1120	G/L		131	1	
				INVENTORY - PIPES, METERS, ETC.					
00130137	2	INVENTORY - PIPES, METERS, ETC	2,374.50	401-141-1120	G/L		132	1	
				INVENTORY - PIPES, METERS, ETC.					
00130137	3	INVENTORY - PIPES, METERS, ETC	1,469.70	401-141-1120	G/L		296	1	
				INVENTORY - PIPES, METERS, ETC.					
			<u>6,259.08</u>						
174477	08/12/16	FIBER005 FIBERLINK COMMUNIC. CORP.						5	
00129916	1	OTHER CONTRACTUAL SERVICES	360.00	001-5110-519-3400	Expenditure		75	1	
				OTHER CONTRACTUAL SERVICES					
174478	08/12/16	FIRE005 FIRE SERVICE TESTING CO, INC.						5	
00129629	1	OPERATING SUPPLIES	970.00	001-2220-521-5200	Expenditure		317	1	
				OPERATING SUPPLIES					
174479	08/12/16	FISHE005 FISHER SCIENTIFIC						5	
00126906	1	OPERATING SUPPLIES	166.13	401-3111-533-5200	Expenditure		2	1	
				OPERATING SUPPLIES					
00126906	2	OPERATING SUPPLIES	143.53	401-3111-533-5200	Expenditure		3	1	
				OPERATING SUPPLIES					
00130097	1	OPERATING SUPPLIES	90.54	401-3121-535-5200	Expenditure		121	1	
				OPERATING SUPPLIES					
00130097	2	OPERATING SUPPLIES	82.00	401-3121-535-5200	Expenditure		122	1	
				OPERATING SUPPLIES					
00130097	3	OPERATING SUPPLIES	67.92	401-3121-535-5200	Expenditure		123	1	
				OPERATING SUPPLIES					
00130097	4	OPERATING SUPPLIES	28.89	401-3121-535-5200	Expenditure		124	1	
				OPERATING SUPPLIES					
00130097	5	OPERATING SUPPLIES	145.65	401-3121-535-5200	Expenditure		125	1	
				OPERATING SUPPLIES					
00130161	1	OPERATING SUPPLIES	400.00	001-2120-522-5200	Expenditure		145	1	
				OPERATING SUPPLIES					
			<u>1,124.66</u>						
174480	08/12/16	FLORI010 FLORIDA CENTRAL RAILROAD						5	
00127843	1	RENTAL AND LEASES	1,066.82	401-3141-533-4400	Expenditure		12	1	
				RENTAL AND LEASES					
174481	08/12/16	FLORI145 FLORIDA ARMATURE WORKS, INC.						5	
00130271	1	REPAIR & MAINT.-BLDG.& EQUIPME	5,180.00	401-3111-533-4600	Expenditure		171	1	
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
174482	08/12/16	FLORI215 FLORIDA COMBINED LIFE						5	
16-00128	1	AUGUST 2016 BILLING	21,343.80	001-218-1630	G/L		260	1	
				DENTAL INSURANCE PAYABLE					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref	Seq	Num Acct
101-0000		General Operating Account		Continued					
174482		FLORIDA COMBINED LIFE		Continued					
16-00128	08/12/16	2 AUGUST 2016 BILLING	102.00	001-218-1630	G/L		261		1
				DENTAL INSURANCE PAYABLE					
			<u>21,445.80</u>						
174483	08/12/16	FLUKE005 FLUKE ELECTRONICS							5
00130121	08/12/16	1 OPERATING SUPPLIES	467.00	401-3121-535-5200	Expenditure		130		1
				OPERATING SUPPLIES					
174484	08/12/16	GLENN005 GLENN JOINER & SON INC.							5
00129129	08/12/16	2 INVENTORY - CITY GARAGE	28.51	001-141-1400	G/L		38		1
				INVENTORY - CITY GARAGE					
00129129	08/12/16	3 INVENTORY - CITY GARAGE	23.26	001-2120-522-4650	Expenditure		39		1
				VEHICLE MAINTENANCE					
			<u>51.77</u>						
174485	08/12/16	GLBA015 GLOBAL DIGITAL INSTRUMENTS, LL							5
00130146	08/12/16	1 INVENTORY - CITY GARAGE	1,917.88	001-141-1400	G/L		138		1
				INVENTORY - CITY GARAGE					
174486	08/12/16	GOKEM005 GO KEM, INC., dba AUTO KARE							5
00130286	08/12/16	1 OPERATING SUPPLIES	953.20	001-2120-522-5200	Expenditure		177		1
				OPERATING SUPPLIES					
174487	08/12/16	GOLDN005 GOLD NUGGET DBA							5
00128848	08/12/16	1 OPERATING SUPPLIES	194.28	001-2220-521-5200	Expenditure		312		1
				OPERATING SUPPLIES					
174488	08/12/16	GOLFC005 GOLF CART ENTERPRISES INC.							5
00129687	08/12/16	2 VEHICLE MAINTENANCE	148.14	001-2230-521-4650	Expenditure		45		1
				VEHICLE MAINTENANCE					
00129687	08/12/16	3 VEHICLE MAINTENANCE	204.16	001-2230-521-4650	Expenditure		46		1
				VEHICLE MAINTENANCE					
			<u>352.30</u>						
174489	08/12/16	GOVCO005 GOVCONNECTION, INC.							5
00129512	08/12/16	1 OPERATING SUPPLIES	136.60	001-5110-519-5200	Expenditure		43		1
				OPERATING SUPPLIES					
174490	08/12/16	HALLS005 HALLS FEED STORE INC.							5
00127759	08/12/16	1 OPERATING SUPPLIES	235.00	001-2220-521-5200	Expenditure		298		1
				OPERATING SUPPLIES					
174491	08/12/16	HANSO005 HANSON, JOHN							5
16-00121	08/12/16	1 EMPLOYEE REIMBURSEMENT	9.73	001-1010-512-5200	Expenditure		204		1
				OPERATING SUPPLIES					
16-00125	08/12/16	1 REIMBURSEMENT WORK BOOTS	139.95	001-4021-524-5200	Expenditure		207		1
				OPERATING SUPPLIES					
			<u>149.68</u>						
174492	08/12/16	HDSUP005 H D SUPPLY WATER WORKS, LTD.							0

08/12/16 VOID

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account		Continued					
174493	08/12/16	HDSUP005 H D SUPPLY WATER WORKS, LTD.						5	
00129989	1	INVENTORY - PIPES, METERS, ETC	1,696.37	401-141-1120	G/L		76		1
				INVENTORY - PIPES, METERS, ETC.					
00130180	1	INVENTORY - PIPES, METERS, ETC	8,154.00	401-141-1120	G/L		148		1
				INVENTORY - PIPES, METERS, ETC.					
00130213	1	OPERATING SUPPLIES	1,320.00	401-3141-533-5200	Expenditure		151		1
				OPERATING SUPPLIES					
00130233	1	OPERATING SUPPLIES	1,225.00	401-3141-533-5200	Expenditure		162		1
				OPERATING SUPPLIES					
00130242	1	OPERATING SUPPLIES	955.70	401-3171-535-5200	Expenditure		164		1
				OPERATING SUPPLIES					
00130276	1	OPERATING SUPPLIES	718.60	401-3141-533-5200	Expenditure		172		1
				OPERATING SUPPLIES					
00130276	2	OPERATING SUPPLIES	718.60	401-3141-533-5200	Expenditure		173		1
				OPERATING SUPPLIES					
00130285	1	OPERATING SUPPLIES	1,560.00	401-3141-533-5200	Expenditure		176		1
				OPERATING SUPPLIES					
			<u>16,348.27</u>						
174494	08/12/16	HEISE005 HEISELMAN, LAURA						5	
16-00160	1	Facility Use Deposit	250.00	001-220-0012	G/L		288		1
				DEPOSITS - COMMUNITY CENTER					
174495	08/12/16	INTER040 INTERNAL REVENUE SERVICE						5	
16-00130	1	RYAN MCNEELY W/E 08/06/16	11.54	001-218-1770	G/L		263		1
				DUE TO IRS					
174496	08/12/16	JOHNS010 JOHNSON BUILT, INC.						5	
16-00018	1	Network Cabling For CH Kiosk	743.00	001-5110-519-5200	Expenditure		319		1
				OPERATING SUPPLIES					
174497	08/12/16	JOHNS075 JOHNSON, LANITA						5	
16-00157	1	Facility use refund	136.10	001-220-0004	G/L		292		1
				DEPOSITS - RECREATION					
174498	08/12/16	KEISE005 KEISER CORP						5	
00130115	1	RESTRICTED - FIRE DEPT DONATIO	3,267.32	001-271-8100	G/L		290		1
				RESTRICTED - FIRE DEPT DONATIONS					
174499	08/12/16	LBDIS005 L & B DISTRIBUTING						5	
00130101	1	OPERATING SUPPLIES	65.90	001-3310-519-5200	Expenditure		126		1
				OPERATING SUPPLIES					
00130101	2	OPERATING SUPPLIES	46.90	001-3310-519-5200	Expenditure		127		1
				OPERATING SUPPLIES					
00130101	3	OPERATING SUPPLIES	339.90	001-3310-519-5200	Expenditure		128		1
				OPERATING SUPPLIES					
			<u>452.70</u>						
174500	08/12/16	LIVEV005 LIVEVIEW GPS, INC						5	
00127154	1	COMMUNICATIONS & FREIGHT	224.55	001-2230-521-4100	Expenditure		295		1
				COMMUNICATIONS SERVICES					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account		Continued					
174501	08/12/16	LLLP0005 TPH ACQUISITION LLLP						5	
00130307	1	INVENTORY - FUEL	1,469.60	001-141-1200 INVENTORY - FUEL	G/L		186		1
174502	08/12/16	LYNCH005 LYNCH OIL COMPANY, INC						5	
00130301	1	INVENTORY - CITY GARAGE	2,498.33	001-141-1400 INVENTORY - CITY GARAGE	G/L		182		1
174503	08/12/16	MARSH005 MARSH, RAYMOND						5	
16-00123	1	REIMBURSEMENT WORK BOOTS	127.49	001-4021-524-5200 OPERATING SUPPLIES	Expenditure		206		1
174504	08/12/16	MJALT005 MJ ALTMAN COMPANIES, INC.						5	
16-00159	1		1,312.71	401-117-0000 ESTIMATED UNCOLLECTIBLE ACCOUNTS	G/L		291		1
174505	08/12/16	MOTOR005 MOTOROLA SOLUTIONS, INC.				08/12/16 VOID		5	
00130117	1	EQUIPMENT AND MACHINERY	5,714.00	001-2120-522-6400 EQUIPMENT AND MACHINERY	Expenditure		129		1
00127138	1	EQUIPMENT AND MACHINERY	21,778.33	001-2250-519-6400 EQUIPMENT AND MACHINERY	Expenditure		307		1
00129994	1	OPERATING SUPPLIES	1,186.00	001-2220-521-5200 OPERATING SUPPLIES	Expenditure		318		1
			<u>28,678.33</u>						
174506	08/12/16	MUELL005 MUELLER, ED						5	
16-00154	1	REIMBURSEMENT WORK BOOTS	130.00	001-4021-524-5200 OPERATING SUPPLIES	Expenditure		285		1
174507	08/12/16	NEBGR005 NEB GROUP, INC.						5	
00128055	1	EMS BILLING EXPENSE	3,257.14	001-2130-526-4950 EMS BILLING EXPENSE	Expenditure		17		1
174508	08/12/16	NETWO010 NETWORK INNOVATIONS INC.						5	
00127500	1	COMMUNICATIONS & FREIGHT	73.73	001-2250-519-4100 COMMUNICATIONS SERVICES	Expenditure		309		1
174509	08/12/16	NEXTR005 NEXTRAN TRUCK CENTER - ORLANDO						5	
00130144	2	INVENTORY - CITY GARAGE	322.91	402-3210-534-4650 VEHICLE MAINTENANCE	Expenditure		133		1
00130144	3	INVENTORY - CITY GARAGE	744.70	402-3210-534-4650 VEHICLE MAINTENANCE	Expenditure		134		1
00130144	4	INVENTORY - CITY GARAGE	305.78	402-3210-534-4650 VEHICLE MAINTENANCE	Expenditure		135		1
00130144	5	INVENTORY - CITY GARAGE	23.34	402-3210-534-4650 VEHICLE MAINTENANCE	Expenditure		136		1
00130144	6	INVENTORY - CITY GARAGE	21.58	402-3210-534-4650 VEHICLE MAINTENANCE	Expenditure		137		1
			<u>1,418.31</u>						

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account	Continued						
174510	08/12/16	OACMI005 O.A.C. MINISTRIES						5	
16-00156	1	FACILITY USE DEPOSIT REFUND	200.00	001-220-0004 DEPOSITS - RECREATION	G/L		287	1	
174511	08/12/16	OFFIC005 OFFICE DEPOT				08/12/16 VOID		0	
174512	08/12/16	OFFIC005 OFFICE DEPOT						5	
00129880	1	OFFICE SUPPLIES	56.24	001-3310-519-5100 OFFICE SUPPLIES	Expenditure		49	1	
00129880	2	OFFICE SUPPLIES	39.99	001-3513-572-5100 OFFICE SUPPLIES	Expenditure		50	1	
00129880	5	OFFICE SUPPLIES	62.22	402-3210-534-5100 OFFICE SUPPLIES	Expenditure		51	1	
00129880	6	OFFICE SUPPLIES	123.27	001-3310-519-5100 OFFICE SUPPLIES	Expenditure		52	1	
00129880	7	OFFICE SUPPLIES	15.58	001-3310-519-5100 OFFICE SUPPLIES	Expenditure		53	1	
00129880	8	OFFICE SUPPLIES	67.99	001-3310-519-5100 OFFICE SUPPLIES	Expenditure		54	1	
00129880	9	OFFICE SUPPLIES	112.48	001-3310-519-5100 OFFICE SUPPLIES	Expenditure		55	1	
00129880	11	OFFICE SUPPLIES	123.68	001-3310-519-5100 OFFICE SUPPLIES	Expenditure		57	1	
00129880	12	OFFICE SUPPLIES	4.02	001-3310-519-5100 OFFICE SUPPLIES	Expenditure		58	1	
00129880	13	OFFICE SUPPLIES	20.99	001-3310-519-5100 OFFICE SUPPLIES	Expenditure		59	1	
00129880	14	OFFICE SUPPLIES	263.89	001-3310-519-5100 OFFICE SUPPLIES	Expenditure		60	1	
00129880	15	OFFICE SUPPLIES	71.96	001-3310-519-5100 OFFICE SUPPLIES	Expenditure		61	1	
00129880	16	OFFICE SUPPLIES	25.99	001-3310-519-5100 OFFICE SUPPLIES	Expenditure		62	1	
00129880	17	OFFICE SUPPLIES	44.99	001-3310-519-5100 OFFICE SUPPLIES	Expenditure		63	1	
00129880	18	OFFICE SUPPLIES	32.69	001-3310-519-5100 OFFICE SUPPLIES	Expenditure		64	1	
00129880	19	OFFICE SUPPLIES	128.06	001-3310-519-5100 OFFICE SUPPLIES	Expenditure		65	1	
00129880	21	OFFICE SUPPLIES	7.92	001-3310-519-5100 OFFICE SUPPLIES	Expenditure		66	1	
00129880	22	OFFICE SUPPLIES	36.99	001-3310-519-5100 OFFICE SUPPLIES	Expenditure		67	1	
00129880	23	OFFICE SUPPLIES	15.83	001-3310-519-5100 OFFICE SUPPLIES	Expenditure		68	1	
00129880	24	OFFICE SUPPLIES	25.98	001-3310-519-5100 OFFICE SUPPLIES	Expenditure		69	1	
00129880	25	OFFICE SUPPLIES	20.97	001-3513-572-5100 OFFICE SUPPLIES	Expenditure		70	1	
00129880	26	OFFICE SUPPLIES	15.98	001-3513-572-5100 OFFICE SUPPLIES	Expenditure		71	1	

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account		Continued					
174512		OFFICE DEPOT		Continued					
00129880	27	OFFICE SUPPLIES	49.99	001-3513-572-5100	Expenditure		72		1
				OFFICE SUPPLIES					
00129880	28	OFFICE SUPPLIES	19.10	001-3513-572-5100	Expenditure		73		1
				OFFICE SUPPLIES					
			<u>975.32</u>						
174513	08/12/16	ORLAN005 ORLANDO DODGE INC.							5
00128558	2	INVENTORY - CITY GARAGE	92.87	001-2220-521-4650	Expenditure		27		1
				VEHICLE MAINTENANCE					
00128558	3	INVENTORY - CITY GARAGE	67.82	001-2220-521-4650	Expenditure		28		1
				VEHICLE MAINTENANCE					
00128558	4	INVENTORY - CITY GARAGE	15.14	001-2230-521-4650	Expenditure		29		1
				VEHICLE MAINTENANCE					
00128558	5	INVENTORY - CITY GARAGE	57.09	001-2230-521-4650	Expenditure		30		1
				VEHICLE MAINTENANCE					
00128558	6	INVENTORY - CITY GARAGE	15.36	001-2230-521-4650	Expenditure		31		1
				VEHICLE MAINTENANCE					
			<u>218.00</u>						
174514	08/12/16	PARTS005 WELDON PARTS-ORLANDO							5
00130229	1	INVENTORY - CITY GARAGE	86.25	001-141-1400	G/L		153		1
				INVENTORY - CITY GARAGE					
00130229	2	INVENTORY - CITY GARAGE	1,494.68	001-141-1400	G/L		154		1
				INVENTORY - CITY GARAGE					
00130229	3	INVENTORY - CITY GARAGE	52.96	001-141-1400	G/L		155		1
				INVENTORY - CITY GARAGE					
00130229	4	INVENTORY - CITY GARAGE	158.63	001-141-1400	G/L		156		1
				INVENTORY - CITY GARAGE					
00130229	5	INVENTORY - CITY GARAGE	580.75	001-141-1400	G/L		157		1
				INVENTORY - CITY GARAGE					
00130229	6	INVENTORY - CITY GARAGE	175.47	001-141-1400	G/L		158		1
				INVENTORY - CITY GARAGE					
00130229	7	INVENTORY - CITY GARAGE	78.99	001-141-1400	G/L		159		1
				INVENTORY - CITY GARAGE					
00130229	8	INVENTORY - CITY GARAGE	52.96	001-141-1400	G/L		160		1
				INVENTORY - CITY GARAGE					
00130229	10	INVENTORY - CITY GARAGE	6.99	001-141-1400	G/L		161		1
				INVENTORY - CITY GARAGE					
			<u>2,515.72</u>						
174515	08/12/16	PETRO005 PETROLEUM TRADERS CORP.							5
00129437	1	INVENTORY - FUEL	13,454.44	001-141-1200	G/L		41		1
				INVENTORY - FUEL					
00129439	1	FUEL AND GASOLINE	1,120.31	001-3513-572-5250	Expenditure		42		1
				FUEL AND GASOLINE					
			<u>14,574.75</u>						
174516	08/12/16	PHYSIO005 PHYSIO-CONTROL , INC.							5
00127350	1	OPERATING SUPPLIES	1,705.47	001-2130-526-5200	Expenditure		6		1
				OPERATING SUPPLIES					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account	Continued						
174517	08/12/16	PRIDE005 PRIDE ENTERPRISES							5
00130151	1	INVENTORY - CITY GARAGE	1,105.16	001-141-1400	G/L		141		1
				INVENTORY - CITY GARAGE					
00130151	2	INVENTORY - CITY GARAGE	11.00	001-141-1400	G/L		142		1
				INVENTORY - CITY GARAGE					
00130151	3	INVENTORY - CITY GARAGE	603.70	001-141-1400	G/L		143		1
				INVENTORY - CITY GARAGE					
00130151	4	INVENTORY - CITY GARAGE	2,085.08	001-141-1400	G/L		144		1
				INVENTORY - CITY GARAGE					
			<u>3,804.94</u>						
174518	08/12/16	PUBLI010 PUBLIC SERVICES PETTY CASH							5
16-00147	1		3.24	401-3111-533-4000	Expenditure		264		1
				TRAVEL & PER DIEM					
16-00147	2		27.00	001-3310-519-4000	Expenditure		265		1
				TRAVEL & PER DIEM					
16-00147	3		23.22	401-3111-533-4000	Expenditure		266		1
				TRAVEL & PER DIEM					
16-00147	4		23.22	401-3111-533-4000	Expenditure		267		1
				TRAVEL & PER DIEM					
16-00147	5		3.24	401-3111-533-4000	Expenditure		268		1
				TRAVEL & PER DIEM					
16-00148	1		22.46	101-3412-541-5200	Expenditure		269		1
				OPERATING SUPPLIES					
16-00148	2		25.00	001-3513-572-5400	Expenditure		270		1
				BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM					
16-00148	3		14.99	402-3210-534-5200	Expenditure		271		1
				OPERATING SUPPLIES					
16-00148	4		27.68	401-3121-535-5200	Expenditure		272		1
				OPERATING SUPPLIES					
16-00148	5		23.98	401-3171-535-5200	Expenditure		273		1
				OPERATING SUPPLIES					
16-00148	6		2.50	001-3513-572-5200	Expenditure		274		1
				OPERATING SUPPLIES					
16-00148	7		7.77	401-3121-535-5200	Expenditure		275		1
				OPERATING SUPPLIES					
16-00148	8		13.98	401-3121-535-5200	Expenditure		276		1
				OPERATING SUPPLIES					
16-00148	9		7.42	001-1022-519-5200	Expenditure		277		1
				OPERATING SUPPLIES					
16-00148	10		3.98	402-3210-534-5200	Expenditure		278		1
				OPERATING SUPPLIES					
16-00148	11		17.30	001-3513-572-5200	Expenditure		279		1
				OPERATING SUPPLIES					
			<u>246.98</u>						
174519	08/12/16	PUBLI035 PUBLIC RISK MANAGEMENT OF FLOR							5
16-00127	1		1,180.54	001-1010-512-2300	Expenditure		209		1
				LIFE AND HEALTH INSURANCE					
16-00127	2		2,200.24	001-1020-512-2300	Expenditure		210		1
				LIFE AND HEALTH INSURANCE					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Seq	Acct
101-0000		General Operating Account		Continued					
174519		PUBLIC RISK MANAGEMENT OF FLOR		Continued					
16-00127	3		1,059.72	001-1022-519-2300	Expenditure		211		1
				LIFE AND HEALTH INSURANCE					
16-00127	4		529.86	001-1025-513-2300	Expenditure		212		1
				LIFE AND HEALTH INSURANCE					
16-00127	5		1,059.72	001-1030-512-2300	Expenditure		213		1
				LIFE AND HEALTH INSURANCE					
16-00127	6		3,120.15	001-1120-513-2300	Expenditure		214		1
				LIFE AND HEALTH INSURANCE					
16-00127	7		1,199.53	001-1170-513-2300	Expenditure		215		1
				LIFE AND HEALTH INSURANCE					
16-00127	8		4,459.49	001-2110-522-2300	Expenditure		216		1
				LIFE AND HEALTH INSURANCE					
16-00127	9		17,507.17	001-2120-522-2300	Expenditure		217		1
				LIFE AND HEALTH INSURANCE					
16-00127	10		28,933.40	001-2130-526-2300	Expenditure		218		1
				LIFE AND HEALTH INSURANCE					
16-00127	11		42,732.31	001-2220-521-2300	Expenditure		219		1
				LIFE AND HEALTH INSURANCE					
16-00127	12		20,207.64	001-2230-521-2300	Expenditure		220		1
				LIFE AND HEALTH INSURANCE					
16-00127	13		12,628.00	001-2250-519-2300	Expenditure		221		1
				LIFE AND HEALTH INSURANCE					
16-00127	14		6,250.69	401-3010-539-2300	Expenditure		222		1
				LIFE AND HEALTH INSURANCE					
16-00127	15		3,929.63	401-3111-533-2300	Expenditure		223		1
				LIFE AND HEALTH INSURANCE					
16-00127	16		6,879.58	401-3121-535-2300	Expenditure		224		1
				LIFE AND HEALTH INSURANCE					
16-00127	17		5,048.36	401-3131-536-2300	Expenditure		225		1
				LIFE AND HEALTH INSURANCE					
16-00127	18		5,500.22	401-3141-533-2300	Expenditure		226		1
				LIFE AND HEALTH INSURANCE					
16-00127	19		2,928.92	401-3161-533-2300	Expenditure		227		1
				LIFE AND HEALTH INSURANCE					
16-00127	20		4,241.68	401-3171-535-2300	Expenditure		228		1
				LIFE AND HEALTH INSURANCE					
16-00127	21		1,059.72	401-3181-536-2300	Expenditure		229		1
				LIFE AND HEALTH INSURANCE					
16-00127	22		11,119.22	402-3210-534-2300	Expenditure		230		1
				LIFE AND HEALTH INSURANCE					
16-00127	23		6,451.55	001-3310-519-2300	Expenditure		231		1
				LIFE AND HEALTH INSURANCE					
16-00127	24		5,663.86	401-3410-539-2300	Expenditure		232		1
				LIFE AND HEALTH INSURANCE					
16-00127	25		2,119.44	101-3412-541-2300	Expenditure		233		1
				LIFE AND HEALTH INSURANCE					
16-00127	26		529.86	101-3414-541-2300	Expenditure		234		1
				LIFE AND HEALTH INSURANCE					
16-00127	27		1,059.72	001-3512-539-2300	Expenditure		235		1
				LIFE AND HEALTH INSURANCE					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Seq	Acct
101-0000		General Operating Account							
174519		PUBLIC RISK MANAGEMENT OF FLOR							
16-00127	28	Continued	4,238.88	001-3513-572-2300	Expenditure		236	1	
				LIFE AND HEALTH INSURANCE					
16-00127	29		3,950.66	001-3514-572-2300	Expenditure		237	1	
				LIFE AND HEALTH INSURANCE					
16-00127	30		4,378.69	001-3612-572-2300	Expenditure		238	1	
				LIFE AND HEALTH INSURANCE					
16-00127	31		2,240.26	001-3613-572-2300	Expenditure		239	1	
				LIFE AND HEALTH INSURANCE					
16-00127	32		5,320.39	001-4020-515-2300	Expenditure		240	1	
				LIFE AND HEALTH INSURANCE					
16-00127	33		4,319.68	001-4021-524-2300	Expenditure		241	1	
				LIFE AND HEALTH INSURANCE					
16-00127	34		4,362.50	001-5110-519-2300	Expenditure		242	1	
				LIFE AND HEALTH INSURANCE					
16-00127	35		2,119.44	001-2110-522-2300	Expenditure		243	1	
				LIFE AND HEALTH INSURANCE					
16-00127	36		529.86	001-2120-522-2300	Expenditure		244	1	
				LIFE AND HEALTH INSURANCE					
16-00127	37		3,179.16	001-2130-526-2300	Expenditure		245	1	
				LIFE AND HEALTH INSURANCE					
16-00127	38		1,059.72	001-2210-521-2300	Expenditure		246	1	
				LIFE AND HEALTH INSURANCE					
16-00127	39		529.86	001-2210-521-2300	Expenditure		247	1	
				LIFE AND HEALTH INSURANCE					
16-00127	40		529.86	001-2250-519-2300	Expenditure		248	1	
				LIFE AND HEALTH INSURANCE					
16-00127	41		529.86	401-3131-536-2300	Expenditure		249	1	
				LIFE AND HEALTH INSURANCE					
16-00127	42		2,649.30	401-3141-533-2300	Expenditure		250	1	
				LIFE AND HEALTH INSURANCE					
16-00127	43		1,059.72	401-3161-533-2300	Expenditure		251	1	
				LIFE AND HEALTH INSURANCE					
16-00127	44		529.86	001-3310-519-2300	Expenditure		252	1	
				LIFE AND HEALTH INSURANCE					
16-00127	45		529.86	001-3513-572-2300	Expenditure		253	1	
				LIFE AND HEALTH INSURANCE					
16-00127	46		529.86	001-4020-515-2300	Expenditure		254	1	
				LIFE AND HEALTH INSURANCE					
16-00127	47		529.86	001-4021-524-2300	Expenditure		255	1	
				LIFE AND HEALTH INSURANCE					
16-00127	48		20,710.50	001-218-1600	G/L		256	1	
				DEPENDENT HEALTH INSURANCE					
16-00127	49		59,247.04	001-218-1600	G/L		257	1	
				DEPENDENT HEALTH INSURANCE					
16-00127	50		1,059.72	001-1020-512-2300	Expenditure		258	1	
				LIFE AND HEALTH INSURANCE					
16-00127	51		1,059.72	001-1120-513-2300	Expenditure		259	1	
				LIFE AND HEALTH INSURANCE					
			324,794.48						

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref	Seq	Ref Num
PO #	Item	Description							Acct
101-0000		General Operating Account	Continued						
174520	08/12/16	QUADM005 QUADMED, INC.							5
00127347	1	OPERATING SUPPLIES	1,309.75	001-2130-526-5200	Expenditure		5	1	
				OPERATING SUPPLIES					
00130245	1	OPERATING SUPPLIES	73.50	001-2130-526-5200	Expenditure		167	1	
				OPERATING SUPPLIES					
00130245	2	OPERATING SUPPLIES	627.78	001-2130-526-5200	Expenditure		168	1	
				OPERATING SUPPLIES					
			<u>2,011.03</u>						
174521	08/12/16	RAPID005 RAPID SYSTEMS				08/15/16 VOID			5
00128937	1	COMMUNICATIONS AND FREIGHT	2,698.75	001-5110-519-4100	Expenditure		36	1	
				COMMUNICATIONS SERVICES					
00128937	3	COMMUNICATIONS AND FREIGHT	2,698.75	001-5110-519-4100	Expenditure		320	1	
				COMMUNICATIONS SERVICES					
			<u>5,397.50</u>						
174522	08/12/16	REDTH005 RED THE UNIFORM TAILOR							5
00128872	1	OPERATING SUPPLIES	153.72	001-2120-522-5200	Expenditure		32	1	
				OPERATING SUPPLIES					
00128872	2	OPERATING SUPPLIES	502.90	001-2120-522-5200	Expenditure		33	1	
				OPERATING SUPPLIES					
00128872	3	OPERATING SUPPLIES	192.15	001-2120-522-5200	Expenditure		34	1	
				OPERATING SUPPLIES					
00128872	4	OPERATING SUPPLIES	64.54	001-2120-522-5200	Expenditure		35	1	
				OPERATING SUPPLIES					
			<u>913.31</u>						
174523	08/12/16	REGGE005 REGGENTIN, MARK							5
16-00150	1	TRAINING REIMBURSEMENT	25.00	001-4020-515-5500	Expenditure		281	1	
				TRAINING					
174524	08/12/16	RIBNI005 RIBNIKAR, DANIEL							5
16-00155	1	REIMBURSEMENT DEP APPLICATION	100.00	401-3111-533-5500	Expenditure		286	1	
				TRAINING					
174525	08/12/16	RICOH010 RICOH USA, INC.							5
16-00002	1	4020/4021 Copier Charges	129.86	001-4020-515-5200	Expenditure		188	1	
				OPERATING SUPPLIES					
16-00002	2	4020/4021 Copier Charges	129.85	001-4021-524-5200	Expenditure		189	1	
				OPERATING SUPPLIES					
			<u>259.71</u>						
174526	08/12/16	RINGP005 RING POWER CORPORATION							5
00129342	2	VEHICLE MAINTENANCE	91.52	401-3141-533-4650	Expenditure		40	1	
				VEHICLE MAINTENANCE					
174527	08/12/16	ROBER005 ROBERSON, MIKE							5
16-00122	1	REIMBURSEMENT WORK BOOTS	98.96	001-4020-515-5200	Expenditure		205	1	
				OPERATING SUPPLIES					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account		Continued					
174528	08/12/16	SAFETO10 SAFETY PRODUCTS INC							6
00130284	1	OPERATING SUPPLIES	108.40	401-3141-533-5200	Expenditure		174		1
				OPERATING SUPPLIES					
00130284	2	OPERATING SUPPLIES	108.40	401-3171-535-5200	Expenditure		175		1
				OPERATING SUPPLIES					
00130300	1	INVENTORY - PIPES, METERS, ETC	491.44	401-141-1120	G/L		178		1
				INVENTORY - PIPES, METERS, ETC.					
00130300	2	OPERATING SUPPLIES	335.60	401-3141-533-5200	Expenditure		179		1
				OPERATING SUPPLIES					
00130300	3	OPERATING SUPPLIES	66.80	401-3171-535-5200	Expenditure		180		1
				OPERATING SUPPLIES					
00130300	4	OPERATING SUPPLIES	60.95	402-3210-534-5200	Expenditure		181		1
				OPERATING SUPPLIES					
00130302	1	INVENTORY - PIPES, METERS, ETC	115.00	401-141-1120	G/L		183		1
				INVENTORY - PIPES, METERS, ETC.					
00130302	2	INVENTORY - PIPES, METERS, ETC	356.93	401-141-1120	G/L		184		1
				INVENTORY - PIPES, METERS, ETC.					
			<u>1,643.52</u>						
174529	08/12/16	SEMINO40 SEMINOLE OFFICE SOLUTIONS, INC							6
00127694	1	RENTAL AND LEASES	280.93	001-1120-513-4400	Expenditure		9		1
				RENTAL AND LEASES					
00127694	2	COPIER OVER CHARGES	183.87	001-1120-513-5200	Expenditure		10		1
				OPERATING SUPPLIES					
00127827	2	RENTALS AND LEASES	128.94	001-5110-519-4400	Expenditure		11		1
				RENTALS AND LEASES					
00127884	1	RENTALS AND LEASES	175.36	001-1020-512-4400	Expenditure		13		1
				RENTALS AND LEASES					
			<u>769.10</u>						
174530	08/12/16	SEONS005 SEON SYSTEM SALES							6
00130214	1	OPERATING SUPPLIES	485.00	001-3310-519-5200	Expenditure		152		1
				OPERATING SUPPLIES					
174531	08/12/16	SHIIN005 SHI INTERNATIONAL CORP.							6
00130247	1	OTHER CONTRACTUAL SERVICES	1,012.50	001-5110-519-3400	Expenditure		169		1
				OTHER CONTRACTUAL SERVICES					
174532	08/12/16	SOUTH025 SOUTHERN SEWER EQUIPMENT							6
00130308	1	INVENTORY - CITY GARAGE	2,672.60	402-3210-534-4650	Expenditure		187		1
				VEHICLE MAINTENANCE					
174533	08/12/16	SPRIN010 SPRINT							6
00129836	2	COMMUNICATIONS SERVICES	288.58	001-5110-519-4100	Expenditure		48		1
				COMMUNICATIONS SERVICES					
174534	08/12/16	SSDIN005 SSD INTERNATIONAL INC							6
00130263	1	OPERATING SUPPLIES	3,628.00	001-2220-521-5200	Expenditure		300		1
				OPERATING SUPPLIES					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
101-0000		General Operating Account		Continued					
174535	08/12/16	STAND005 STANDARD & ASSOCIATES, INC.							6
00130030	1	OPERATING SUPPLIES	390.00	001-2220-521-5200 OPERATING SUPPLIES	Expenditure		310		1
174536	08/12/16	STRYK005 STRYKER SALES CORPORATION							6
00128073	1	EQUIPMENT AND MACHINERY	54,320.86	001-2130-526-6400 EQUIPMENT AND MACHINERY	Expenditure		18		1
174537	08/12/16	TAKEC005 TAKE CARE HEALTH SERVICES							6
16-00158	1	Reimbursement overpayment tax	50.00	001-316-0000 LOCAL BUSINESS TAX	Revenue		293		1
174538	08/12/16	TANKS005 SHELLEY'S SEPTIC TANKS							6
16-00090	2	WRF Sludge Hauling, Load	950.00	401-3121-535-4900 OTHER CURRENT CHARGES	Expenditure		193		1
16-00090	3	WRF Sludge Hauling, Load	1,900.00	401-3121-535-4900 OTHER CURRENT CHARGES	Expenditure		194		1
16-00090	4	WRF Sludge Hauling, Load	950.00	401-3121-535-4900 OTHER CURRENT CHARGES	Expenditure		195		1
16-00090	5	WRF Sludge Hauling, Load	950.00	401-3121-535-4900 OTHER CURRENT CHARGES	Expenditure		196		1
16-00090	6	WRF Sludge Hauling, Load	1,900.00	401-3121-535-4900 OTHER CURRENT CHARGES	Expenditure		197		1
16-00090	7	WRF Sludge Hauling, Load	950.00	401-3121-535-4900 OTHER CURRENT CHARGES	Expenditure		198		1
16-00090	8	WRF Sludge Hauling, Load	950.00	401-3121-535-4900 OTHER CURRENT CHARGES	Expenditure		199		1
16-00090	9	WRF Sludge Hauling, Load	1,900.00	401-3121-535-4900 OTHER CURRENT CHARGES	Expenditure		200		1
16-00090	10	WRF Sludge Hauling, Load	950.00	401-3121-535-4900 OTHER CURRENT CHARGES	Expenditure		201		1
16-00090	11	WRF Sludge Hauling, Load	1,900.00	401-3121-535-4900 OTHER CURRENT CHARGES	Expenditure		202		1
			<u>13,300.00</u>						
174539	08/12/16	TAYLO005 TAYLORS PHARMACY							6
00130244	1	OPERATING SUPPLIES	447.70	001-2130-526-5200 OPERATING SUPPLIES	Expenditure		165		1
00130244	2	OPERATING SUPPLIES	1,215.15	001-2130-526-5200 OPERATING SUPPLIES	Expenditure		166		1
			<u>1,662.85</u>						
174540	08/12/16	TEMPL010 TEMPLE, INC.							6
00130073	1	REPAIR & MAINT.-BLDG.& EQUIPME	665.90	101-3412-541-4600 REPAIR & MAINT.-BLDG.& EQUIPMENT	Expenditure		118		1
174541	08/12/16	TRADE015 TRADEMARK PRESS SOLUTIONS INC.							6
00128900	1	PRINTING SERVICES	212.19	001-2220-521-4700 PRINTING SERVICES	Expenditure		316		1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account		Continued					
174542	08/12/16	TRANS010 TRANSDIESEL OF CENTRAL FLORIDA							6
00130148	1	INVENTORY - CITY GARAGE	362.88	402-3210-534-4650	Expenditure		139		1
				VEHICLE MAINTENANCE					
174543	08/12/16	TREKK005 TREKKER TRACTOR, LLC							6
00130306	1	VEHICLE MAINTENANCE	844.84	401-3171-535-4650	Expenditure		185		1
				VEHICLE MAINTENANCE					
174544	08/12/16	TRUST005 TRUSTMARK VOLUNTARY BENEFIT SO							6
16-00153	1	JULY 2016	9,685.20	001-218-1621	G/L		284		1
				TRUSTMARK PAYROLL DEDUCTIONS					
174545	08/12/16	USSUR005 U S SURPLUS SALES, INC.				08/12/16 VOID			6
00129263	1	OPERATING SUPPLIES - GRANTS	540.00	150-2210-521-5200	Expenditure		301		1
				OPERATING SUPPLIES - GRANTS					
00129998	1	OPERATING SUPPLIES	844.68	001-2220-521-5200	Expenditure		302		1
				OPERATING SUPPLIES					
00129995	1	OPERATING SUPPLIES	844.68	001-2220-521-5200	Expenditure		303		1
				OPERATING SUPPLIES					
00130031	1	OPERATING SUPPLIES	162.50	001-2230-521-5200	Expenditure		308		1
				OPERATING SUPPLIES					
			<u>2,391.86</u>						
174546	08/12/16	WASTE010 WASTE MANAGEMENT OF VISTA LAND							6
00127959	3	UTILITY SERVICES	8,436.12	402-3210-534-4300	Expenditure		14		1
				UTILITY SERVICES					
00127959	4	UTILITY SERVICES	7,336.12	402-3210-534-4300	Expenditure		15		1
				UTILITY SERVICES					
00127959	5	UTILITY SERVICES	6,614.52	402-3210-534-4300	Expenditure		16		1
				UTILITY SERVICES					
			<u>22,386.76</u>						
174547	08/12/16	WHOLE005 ID WHOLESALER				08/12/16 VOID			6
00130258	1	OPERATING SUPPLIES	430.00	001-2210-521-5200	Expenditure		315		1
				OPERATING SUPPLIES					
174548	08/12/16	WILLI025 WILLIAMS, STEVEN							6
16-00126	1	REIMBURSEMENT WORK BOOTS	130.00	001-4021-524-5200	Expenditure		208		1
				OPERATING SUPPLIES					
174549	08/12/16	YOURI005 YOURIDGUARD, INC.							6
16-00152	1	JULY 2016	1,169.98	001-218-1622	G/L		283		1
				LIFELOCK IDENTITY THEFT P/R DEDUCTIONS					
174550	08/18/16	LAKEA005 LAKE AOPKA NATURAL GAS DISTRI							7
00129713	1	INVENTORY - NATURAL GAS	6,759.53	001-141-1201	G/L		8		1
				INVENTORY - NATURAL GAS					
16-00213	1	JULY 2016 GAS BILLS	379.68	001-1022-519-4300	Expenditure		7		1
				UTILITY SERVICES					
			<u>7,139.21</u>						
174551	08/18/16	SUNTR005 SUNTRUST BANK				08/18/16 VOID			

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
101-0000		General Operating Account	Continued						
174552	08/18/16	SUNTR005 SUNTRUST BANK							8
00128023	1	TRAVEL & PER DIEM	169.00	001-1010-512-4000 TRAVEL & PER DIEM	Expenditure			2	1
00128841	1	TRAINING	725.00	001-2250-519-5500 TRAINING	Expenditure			3	1
00129113	1	MACHINERY AND EQUIPMENT	1,763.95	001-5110-519-6400 MACHINERY AND EQUIPMENT	Expenditure			4	1
00129291	1	TRAVEL & PER DIEM	173.32	001-2120-522-4000 TRAVEL & PER DIEM	Expenditure			9	1
00129330	1	TRAVEL & PER DIEM	843.03	001-1010-512-4000 TRAVEL & PER DIEM	Expenditure			10	1
00129460	1	POLICE - SPECIAL TRAINING	250.00	106-2220-521-5450 POLICE - SPECIAL TRAINING	Expenditure			12	1
00129462	1	TRAVEL & PER DIEM	356.00	001-2230-521-4000 TRAVEL & PER DIEM	Expenditure			13	1
00129706	1	TRAVEL & PER DIEM	77.09	001-2120-522-4000 TRAVEL & PER DIEM	Expenditure			15	1
00129706	2	TRAVEL & PER DIEM	199.82	001-2120-522-4000 TRAVEL & PER DIEM	Expenditure			16	1
00129734	1	OPERATING SUPPLIES	288.35	001-3613-572-5200 OPERATING SUPPLIES	Expenditure			57	1
00129734	2	OPERATING SUPPLIES	164.00	001-3613-572-5200 OPERATING SUPPLIES	Expenditure			58	1
00129734	3	OPERATING SUPPLIES	132.00	001-3613-572-5200 OPERATING SUPPLIES	Expenditure			59	1
00129900	1	OPERATING SUPPLIES	171.60	001-5110-519-5200 OPERATING SUPPLIES	Expenditure			55	1
00129920	1	OPERATING SUPPLIES	84.99	001-5110-519-5200 OPERATING SUPPLIES	Expenditure			26	1
00129931	1	BOOKS, PUBLICATIONS, SUBSCRIPT	160.00	001-3612-572-5400 BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	Expenditure			27	1
00129931	2	TRAINING, BOOKS, MEMBERSHIP	160.00	001-3612-572-5400 BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	Expenditure			28	1
00129944	1	OPERATING SUPPLIES	249.99	001-2110-522-5200 OPERATING SUPPLIES	Expenditure			30	1
00129967	1	OPERATING SUPPLIES	49.00	001-2230-521-5200 OPERATING SUPPLIES	Expenditure			31	1
00130002	1	OPERATING SUPPLIES	999.00	001-5110-519-5200 OPERATING SUPPLIES	Expenditure			32	1
00130026	1	OPERATING SUPPLIES	128.38	001-1010-512-5200 OPERATING SUPPLIES	Expenditure			33	1
00130028	1	OPERATING SUPPLIES	225.97	001-1025-513-5200 OPERATING SUPPLIES	Expenditure			34	1
00130029	1	OPERATING SUPPLIES	1,214.00	001-3613-572-5200 OPERATING SUPPLIES	Expenditure			56	1
00130036	1	OPERATING SUPPLIES	35.00	402-3210-534-5200 OPERATING SUPPLIES	Expenditure			36	1
16-00214	1	JULY 2016 EPASS CHARGES	280.00	402-3210-534-5200 OPERATING SUPPLIES	Expenditure			51	1
16-00216	1	DOMAIN NAME RENEWAL	12.17	001-5110-519-3400 OTHER CONTRACTUAL SERVICES	Expenditure			52	1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account		Continued					
174552		SUNTRUST BANK		Continued					
16-00217	1	V. LAWITZKE GFOA RENEWAL	10.00	001-1120-513-5400	Expenditure		53		1
				BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM					
16-00217	2	V. LAWITZKE GFOA DUES	35.00	001-1120-513-5400	Expenditure		54		1
				BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM					
			<u>8,956.66</u>						
174553	08/19/16	AGRIC005 AGRICULTURAL SERVICES INTERNAT							9
00129810	1	REPAIR & MAINT.-BLDG.& EQUIPME	2,640.00	401-3111-533-4600	Expenditure		79		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
174554	08/19/16	ALLST005 ALLSTATE							9
16-00219	1	AUGUST 2016 PREMIUMS	15,419.49	001-218-1620	G/L		230		1
				CANCER INSURANCE P/R DEDUCTIONS					
174555	08/19/16	AMAZO005 AMAZON HOSE AND RUBBER CO							9
16-00100	1	1.5 male quick disconnect	10.76	401-3141-533-5200	Expenditure		185		1
				OPERATING SUPPLIES					
16-00100	2	1.5 female quick disconnect	27.59	401-3141-533-5200	Expenditure		186		1
				OPERATING SUPPLIES					
16-00100	3	1.5 discharge hose	44.62	401-3141-533-5200	Expenditure		187		1
				OPERATING SUPPLIES					
			<u>82.97</u>						
174556	08/19/16	APOPK085 APOPKA PLAQUE AND TROPHY							9
16-00010	1	AYW 10.5x13 Plaque	50.00	001-1025-513-3400	Expenditure		163		1
				OTHER CONTRACTUAL SERVICES					
16-00010	2	AYW 7x9 Plaque	25.00	001-1025-513-3400	Expenditure		164		1
				OTHER CONTRACTUAL SERVICES					
			<u>75.00</u>						
174557	08/19/16	ARROW015 ARROW INTERNATIONAL INC							9
16-00131	1	EMS Medications	1,945.00	001-2130-526-5200	Expenditure		191		1
				OPERATING SUPPLIES					
16-00131	2	EMS Medications	50.00	001-2130-526-5200	Expenditure		192		1
				OPERATING SUPPLIES					
			<u>1,995.00</u>						
174558	08/19/16	ASCEN005 ASCENT AVIATION GROUP INC							9
00129633	2	INVENTORY - JET-A	4,854.24	410-141-1201	G/L		237		1
				INVENTORY - JET-A					
174559	08/19/16	AWCIN005 AWC INC.							9
16-00036	1	Sinamics G120 IOP	147.35	401-3121-535-6400	Expenditure		169		1
				EQUIPMENT AND MACHINERY					
16-00036	2	Sinamics G120 Control Unit	189.50	401-3121-535-6400	Expenditure		170		1
				EQUIPMENT AND MACHINERY					
16-00036	3	Sinamics G120 Power Module	3,370.06	401-3121-535-6400	Expenditure		171		1
				EQUIPMENT AND MACHINERY					
			<u>3,706.91</u>						

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account	Continued						
174560	08/19/16	BATTE010 BATTERY BANK, THE							9
00129626	1	BATTERIES FOR PD	231.06	001-2220-521-5200	Expenditure		66		1
				OPERATING SUPPLIES					
174561	08/19/16	BAYTO005 BAYTOWN PAINTING							9
00129374	1	BUILDINGS	1,250.00	001-1022-519-6200	Expenditure		60		1
				BUILDINGS					
174562	08/19/16	BOWEN005 BOWEN PLUMBING							9
16-00006	1	Tubs of Acid	90.00	001-3514-572-4600	Expenditure		158		1
				REPAIRS AND MAINTENANCE SERVICES					
16-00006	2	Urinal Flush valves	320.00	001-3514-572-4600	Expenditure		159		1
				REPAIRS AND MAINTENANCE SERVICES					
16-00006	3	Urinal Flaneg kit	32.00	001-3514-572-4600	Expenditure		160		1
				REPAIRS AND MAINTENANCE SERVICES					
16-00006	4	Labor	262.50	001-3514-572-4600	Expenditure		161		1
				REPAIRS AND MAINTENANCE SERVICES					
16-00006	5	Sever Machine	100.00	001-3514-572-4600	Expenditure		162		1
				REPAIRS AND MAINTENANCE SERVICES					
			<u>804.50</u>						
174563	08/19/16	BOYSCO10 BOY SCOUTS OF AMERICA							9
16-00218	1	DONATION CMSR VELAZQUEZ	500.00	001-1010-512-5200	Expenditure		229		1
				OPERATING SUPPLIES					
174564	08/19/16	BWIAP005 BWI-APOPKA							9
00129844	1	OPERATING SUPPLIES	1,275.00	001-3514-572-5200	Expenditure		83		1
				OPERATING SUPPLIES					
00129844	2	OPERATING SUPPLIES	675.00	001-3514-572-5200	Expenditure		84		1
				OPERATING SUPPLIES					
00129876	1	OPERATING SUPPLIES	474.00	001-3514-572-5200	Expenditure		93		1
				OPERATING SUPPLIES					
00129876	2	OPERATING SUPPLIES	1,289.00	001-3514-572-5200	Expenditure		94		1
				OPERATING SUPPLIES					
00129932	1	OPERATING SUPPLIES	670.35	001-3514-572-5200	Expenditure		109		1
				OPERATING SUPPLIES					
00129932	2	OPERATING SUPPLIES	916.00	001-3514-572-5200	Expenditure		110		1
				OPERATING SUPPLIES					
00130153	1	OPERATING SUPPLIES	825.00	001-3514-572-5200	Expenditure		138		1
				OPERATING SUPPLIES					
00130153	2	OPERATING SUPPLIES	2,425.00	001-3514-572-5200	Expenditure		139		1
				OPERATING SUPPLIES					
16-00112	1	Ballfield chalk	1,030.40	001-3514-572-5200	Expenditure		188		1
				OPERATING SUPPLIES					
16-00112	2	shipping	25.00	001-3514-572-5200	Expenditure		189		1
				OPERATING SUPPLIES					
			<u>9,604.75</u>						
174565	08/19/16	CALLA005 CALLAN LAW FIRM, P.A.							9
16-00170	1	Legal Fees 10/01/15-01/15/16	12,002.23	001-1015-512-3180	Expenditure		202		1
				LEGAL SERVICES - DOWNTOWN CENTER					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
101-0000		General Operating Account		Continued					
174566	08/19/16	CARST010 CAR STORE OF WEST ORANGE, INC.						9	
00129517	1	INVENTORY - CITY GARAGE	239.75	001-141-1400	G/L		61	1	
				INVENTORY - CITY GARAGE					
174567	08/19/16	CENTR005 CENTRAL FLORIDA FIRE CHIEFS AS						9	
16-00139	1	CFFCA Membership	50.00	001-2110-522-5400	Expenditure		196	1	
				BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM					
174568	08/19/16	CLERK005 CLERK OF THE COURT, ORANGE CO						9	
00127155	1	PROFESSIONAL SERVICES	24.00	001-2210-521-3100	Expenditure		15	1	
				PROFESSIONAL SERVICES					
174569	08/19/16	COMME005 COMMERCIAL SERVICE & REPAIR IN						9	
16-00141	1	OIL INJECT BOTTLE	30.22	001-3310-519-5200	Expenditure		197	1	
				OPERATING SUPPLIES					
174570	08/19/16	COMMU010 WALMART COMMUNITY/RFCSELLC						9	
00128034	1	OPERATING SUPPLIES	43.40	001-2220-521-5200	Expenditure		34	1	
				OPERATING SUPPLIES					
00128034	2	OPERATING SUPPLIES	73.72	001-2220-521-5200	Expenditure		35	1	
				OPERATING SUPPLIES					
00129475	1	OPERATING SUPPLIES	101.04	001-2220-521-5200	Expenditure		235	1	
				OPERATING SUPPLIES					
00129909	1	OPERATING SUPPLIES	253.14	001-2120-522-5200	Expenditure		104	1	
				OPERATING SUPPLIES					
00129909	2	OPERATING SUPPLIES	243.31	001-2120-522-5200	Expenditure		105	1	
				OPERATING SUPPLIES					
00130043	1	OPERATING SUPPLIES	153.04	001-3613-572-5200	Expenditure		120	1	
				OPERATING SUPPLIES					
			<u>867.65</u>						
174571	08/19/16	CROWN010 CROWN SHREDDING, LLC						9	
00127124	1	REPAIR & MAINT.-BLDG.& EQUIPME	145.00	001-1030-512-4600	Expenditure		10	1	
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
174572	08/19/16	DEPTO005 DEPT. OF CORRECTIONS						9	
16-00132	1	3rd Quarter work Squad	14,374.25	101-3414-541-3400	Expenditure		193	1	
				OTHER CONTRACTUAL SERVICES					
16-00133	1	WORK SQUAD 935 4TH QUARTER	14,374.25	101-3414-541-3400	Expenditure		194	1	
				OTHER CONTRACTUAL SERVICES					
			<u>28,748.50</u>						
174573	08/19/16	DUBSD005 DUBSDREAD CATERING						9	
00130174	1	OTHER CONTRACTUAL SERVICES	6,515.84	001-1025-513-3400	Expenditure		141	1	
				OTHER CONTRACTUAL SERVICES					
174574	08/19/16	DYNAF005 DYNAFIRE, INC						9	
00129838	2	REPAIR & MAINT.-BLDG & EQUIP	179.00	001-1022-519-4600	Expenditure		80	1	
				REPAIR & MAINT.-BLDG & EQUIP					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account		Continued					
174575	08/19/16	EATAP005 EA TAPPING SERVICES, LLC						9	
16-00070	1	16x6 wet tap Summit St.	300.00	401-3141-533-6300	Expenditure		175	1	
				IMPROVEMENTS OTHER THAN BLDGS.					
174576	08/19/16	ECMC0005 ECMC						9	
16-00223	1	MELISSA CABRERA SSN [REDACTED]	120.51	001-218-1760	G/L		234	1	
				DUE TO FL DEPT OF EDUCATION					
174577	08/19/16	ENVIR010 ENVIRONMENTAL PRODUCTS OF FLOR						9	
00129637	2	INVENTORY - CITY GARAGE	190.56	101-3412-541-4650	Expenditure		67	1	
				VEHICLE MAINTENANCE					
00129637	3	INVENTORY - CITY GARAGE	135.00	101-3412-541-4650	Expenditure		68	1	
				VEHICLE MAINTENANCE					
			<u>325.56</u>						
174578	08/19/16	EWING005 EWING IRRIGATION PRODUCTS INC						9	
16-00113	1	MVP Conditoner for feilds	1,791.60	001-3514-572-5200	Expenditure		190	1	
				OPERATING SUPPLIES					
174579	08/19/16	FAMIL005 FAMILY SUPPORT REGISTRY						9	
16-00221	1	DERRICK CLARK, [REDACTED]	116.69	001-218-1750	G/L		232	1	
				DUE TO CLERK OF CIRCUIT COURT					
174580	08/19/16	FASTS005 FAST SIGNS						9	
00130006	1	OPERATING SUPPLIES	695.07	001-1025-513-5200	Expenditure		117	1	
				OPERATING SUPPLIES					
174581	08/19/16	FEDEX005 FEDEX						9	
00126772	1	FREIGHT & POSTAGE SERVICES	52.00	001-5110-519-4200	Expenditure		2	1	
				FREIGHT & POSTAGE SERVICES					
00126781	1	FREIGHT & POSTAGE SERVICES	8.57	401-3161-533-4200	Expenditure		3	1	
				FREIGHT & POSTAGE SERVICES					
			<u>60.57</u>						
174582	08/19/16	FLDEP005 FL.DEPT.OF STATE, R.A. GRAY BL						9	
00127126	1	OTHER CONTRACTUAL SERVICES	36.60	001-1030-512-3400	Expenditure		11	1	
				OTHER CONTRACTUAL SERVICES					
174583	08/19/16	GOLDN005 GOLD NUGGET DBA						9	
00127980	2	OPERATING SUPPLIES	268.54	001-2220-521-5200	Expenditure		32	1	
				OPERATING SUPPLIES					
00127980	3	OPERATING SUPPLIES	113.28	001-2230-521-5200	Expenditure		33	1	
				OPERATING SUPPLIES					
00128848	2	OPERATING SUPPLIES	583.98	001-2220-521-5200	Expenditure		38	1	
				OPERATING SUPPLIES					
			<u>965.80</u>						
174584	08/19/16	GOLFS005 GOLF SPECIALTIES , INC						9	
00130219	1	OPERATING SUPPLIES	1,575.00	001-3514-572-5200	Expenditure		143	1	
				OPERATING SUPPLIES					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account		Continued					
174584		GOLF SPECIALTIES, INC		Continued					
16-00073	1	1 more load of Ballfield Clay	525.00	001-3514-572-5200	Expenditure		176		1
				OPERATING SUPPLIES					
			<u>2,100.00</u>						
174585	08/19/16	GRAPH005 GRAPHIC SOURCE OF CENTRAL FLOR							9
00129196	1	VEHICLE MAINTENANCE	12.00	001-3612-572-4650	Expenditure		49		1
				VEHICLE MAINTENANCE					
00129196	2	VEHICLE MAINTENANCE	49.00	401-3181-536-4650	Expenditure		50		1
				VEHICLE MAINTENANCE					
			<u>61.00</u>						
174586	08/19/16	GRECO005 GRECO, CHARLES							9
00130248	1	REPAIR & MAINT.-BLDG.& EQUIPME	1,842.16	001-3310-519-4600	Expenditure		236		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
00130249	1	REPAIR & MAINT.-BLDG.& EQUIPME	1,342.16	001-3310-519-4600	Expenditure		146		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
			<u>3,184.32</u>						
174587	08/19/16	HDSUP005 H D SUPPLY WATER WORKS, LTD.							9
00129109	1	INVENTORY - PIPES, METERS, ETC	6,587.84	401-141-1120	G/L		48		1
				INVENTORY - PIPES, METERS, ETC.					
174588	08/19/16	INTER040 INTERNAL REVENUE SERVICE							9
16-00222	1	RYAN MCNEELY 1040A LEVY PROCEE	11.54	001-218-1770	G/L		233		1
				DUE TO IRS					
174589	08/19/16	KDCAN005 KD CANOPY							9
00130280	1	OPERATING SUPPLIES	782.00	001-3514-572-5200	Expenditure		240		1
				OPERATING SUPPLIES					
174590	08/19/16	KERRY005 COSTCO / ATT. KERRY							9
00130239	1	OPERATING SUPPLIES	273.07	001-3613-572-5200	Expenditure		145		1
				OPERATING SUPPLIES					
174591	08/19/16	LABOR005 LABOR READY SOUTHEAST, INC.							9
00127939	1	TEMPORARY LABOR	1,286.40	402-3210-534-4903	Expenditure		25		1
				TEMPORARY LABOR					
00127939	2	TEMPORARY LABOR	1,286.40	402-3210-534-4903	Expenditure		26		1
				TEMPORARY LABOR					
00127939	3	TEMPORARY LABOR	1,286.40	402-3210-534-4903	Expenditure		27		1
				TEMPORARY LABOR					
00127939	4	TEMPORARY LABOR	1,608.00	402-3210-534-4903	Expenditure		28		1
				TEMPORARY LABOR					
00127939	5	TEMPORARY LABOR	2,412.00	402-3210-534-4903	Expenditure		29		1
				TEMPORARY LABOR					
00127939	6	TEMPORARY LABOR	1,608.00	402-3210-534-4903	Expenditure		30		1
				TEMPORARY LABOR					
			<u>9,487.20</u>						

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account	Continued						
174592	08/19/16	LAKET010 LAKE TIRE & AUTO							9
00129895	1	INVENTORY - CITY GARAGE	960.44	001-141-1400	G/L		95	1	
				INVENTORY - CITY GARAGE					
00129895	2	INVENTORY - CITY GARAGE	132.00	001-141-1400	G/L		96	1	
				INVENTORY - CITY GARAGE					
00129895	3	INVENTORY - CITY GARAGE	257.84	001-141-1400	G/L		97	1	
				INVENTORY - CITY GARAGE					
00129895	4	INVENTORY - CITY GARAGE	619.88	001-141-1400	G/L		98	1	
				INVENTORY - CITY GARAGE					
00129895	5	INVENTORY - CITY GARAGE	392.00	001-141-1400	G/L		99	1	
				INVENTORY - CITY GARAGE					
			<u>2,362.16</u>						
174593	08/19/16	LIBER015 LIBERTY LOCKSMITHS & SECURITY							9
16-00175	1	Mandatory drug box locks	325.00	001-2130-526-5200	Expenditure		205	1	
				OPERATING SUPPLIES					
16-00175	2		0.00	001-2130-526-5200	Expenditure		206	1	
				OPERATING SUPPLIES					
			<u>325.00</u>						
174594	08/19/16	LIVEV005 LIVEVIEW GPS, INC							9
00127154	2	COMMUNICATIONS SERVICES	224.55	001-2230-521-4100	Expenditure		14	1	
				COMMUNICATIONS SERVICES					
174595	08/19/16	LOWES005 LOWE'S							9
00128791	1	AUGUST 2016	217.08	101-3412-541-5200	Expenditure		37	1	
				OPERATING SUPPLIES					
00129840	1	REPAIR & MAINT.-BLDG.& EQUIPME	126.40	001-2120-522-4600	Expenditure		81	1	
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
00129840	2	REPAIR & MAINT.-BLDG.& EQUIPME	428.04	001-2120-522-4600	Expenditure		82	1	
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
00129910	1	OPERATING SUPPLIES	217.55	001-3513-572-5200	Expenditure		106	1	
				OPERATING SUPPLIES					
00129910	2	OPERATING SUPPLIES	32.54	001-3513-572-5200	Expenditure		107	1	
				OPERATING SUPPLIES					
00129910	3	OPERATING SUPPLIES	141.24	001-3513-572-5200	Expenditure		108	1	
				OPERATING SUPPLIES					
00129940	1	ROAD MATERIALS & SUPPLIES	762.93	101-3412-541-5300	Expenditure		112	1	
				ROAD MATERIALS & SUPPLIES					
00130106	1	OPERATING SUPPLIES	462.17	401-3181-536-5200	Expenditure		127	1	
				OPERATING SUPPLIES					
			<u>2,387.95</u>						
174596	08/19/16	MICHI005 MICHIGAN ST. PUMP & ELECTRIC M				08/19/16 VOID			0
174597	08/19/16	MICHI005 MICHIGAN ST. PUMP & ELECTRIC M							9
00129041	1		14,869.00	401-3171-535-4600	Expenditure		47	1	
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
00129356	1	REPAIR & MAINT.-BLDG.& EQUIPME	8,867.00	401-3171-535-4600	Expenditure		59	1	
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
00129539	1	REPAIR & MAINT.-BLDG.& EQUIPME	7,791.00	401-3171-535-4600	Expenditure		62	1	
				REPAIR & MAINT.-BLDG.& EQUIPMENT					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Seq	Acct
101-0000		General Operating Account		Continued					
174597		MICHIGAN ST. PUMP & ELECTRIC M		Continued					
00129587	1	REPAIR & MAINT.-BLDG.& EQUIPME	6,966.00	401-3171-535-4600	Expenditure		63		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
00129658	1	REPAIR & MAINT.-BLDG.& EQUIPME	4,989.00	401-3171-535-4600	Expenditure		69		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
00129791	1	REPAIR & MAINT.-BLDG.& EQUIPME	4,792.00	401-3171-535-4600	Expenditure		76		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
00129793	1	REPAIR & MAINT.-BLDG.& EQUIPME	2,175.00	401-3171-535-4600	Expenditure		77		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
00129794	1	REPAIR & MAINT.-BLDG.& EQUIPME	3,876.00	401-3171-535-4600	Expenditure		78		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
00130296	1	REPAIR & MAINT.-BLDG.& EQUIPME	11,876.00	401-3171-535-4600	Expenditure		151		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
00130298	1	REPAIR & MAINT.-BLDG.& EQUIPME	5,969.00	401-3171-535-4600	Expenditure		152		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
16-00011	1	L.S.65 Pump Repair	9,939.00	401-3171-535-4600	Expenditure		165		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
16-00069	1	Hydrant Meter cart	591.00	401-3141-533-5200	Expenditure		174		1
				OPERATING SUPPLIES					
			<u>82,700.00</u>						
174598	08/19/16	MILLI005 MILLIKAN BATTERY & ELECTRIC							9
00130309	1	INVENTORY - CITY GARAGE	71.50	001-141-1400	G/L		153		1
				INVENTORY - CITY GARAGE					
00130309	2	INVENTORY - CITY GARAGE	490.00	001-141-1400	G/L		154		1
				INVENTORY - CITY GARAGE					
00130309	3	INVENTORY - CITY GARAGE	464.00	001-141-1400	G/L		155		1
				INVENTORY - CITY GARAGE					
00130309	4	INVENTORY - CITY GARAGE	44.00	001-141-1400	G/L		156		1
				INVENTORY - CITY GARAGE					
00130309	5	INVENTORY - CITY GARAGE	140.00	001-141-1400	G/L		157		1
				INVENTORY - CITY GARAGE					
			<u>1,209.50</u>						
174599	08/19/16	MOTOR005 MOTOROLA SOLUTIONS, INC.							9
00127137	1	REPAIR & MAINT.-BLDG.& EQUIPME	46,188.78	001-2250-519-4600	Expenditure		12		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
00127138	1	EQUIPMENT AND MACHINERY	21,778.33	001-2250-519-6400	Expenditure		13		1
				EQUIPMENT AND MACHINERY					
00129994	1	OPERATING SUPPLIES	1,136.00	001-2220-521-5200	Expenditure		113		1
				OPERATING SUPPLIES					
00130117	1	EQUIPMENT AND MACHINERY	5,714.00	001-2120-522-6400	Expenditure		129		1
				EQUIPMENT AND MACHINERY					
			<u>74,817.11</u>						
174600	08/19/16	MULLI005 MULLINAX FORD							9
00129033	1	EQUIPMENT AND MACHINERY	33,563.36	001-3513-572-6400	Expenditure		44		1
				EQUIPMENT AND MACHINERY					
00129033	3	EQUIPMENT AND MACHINERY	33,563.36	401-3141-533-6400	Expenditure		45		1
				EQUIPMENT AND MACHINERY					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
101-0000		General Operating Account		Continued					
174600	MULLINAX	FORD		Continued					
00129033	4	MACHINERY AND EQUIPMENT	33,563.36	001-1022-519-6400	Expenditure		46	1	
				MACHINERY AND EQUIPMENT					
			<u>100,690.08</u>						
174601	08/19/16	NEBGR005 NEB GROUP, INC.						9	
00128055	2	EMS BILLING EXPENSE	3,369.14	001-2130-526-4950	Expenditure		36	1	
				EMS BILLING EXPENSE					
174602	08/19/16	NFPA0005						9	
16-00087	1	Membership Transfer	43.75	001-2110-522-5400	Expenditure		177	1	
				BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM					
174603	08/19/16	OCUSO005 OCU - SOLID WASTE DIVISION						9	
00127958	1	UTILITY SERVICES	70,786.53	402-3210-534-4300	Expenditure		31	1	
				UTILITY SERVICES					
174604	08/19/16	ORANG015 ORANGE COUNTY COMPTROLLER						9	
00126952	1	PROFESSIONAL SERVICES	18.50	001-2210-521-3100	Expenditure		4	1	
				PROFESSIONAL SERVICES					
00126952	2	PROFESSIONAL SERVICES	35.50	001-2210-521-3100	Expenditure		5	1	
				PROFESSIONAL SERVICES					
00126952	3	PROFESSIONAL SERVICES	18.50	001-2210-521-3100	Expenditure		6	1	
				PROFESSIONAL SERVICES					
00126952	4	PROFESSIONAL SERVICES	18.50	001-2210-521-3100	Expenditure		7	1	
				PROFESSIONAL SERVICES					
			<u>91.00</u>						
174605	08/19/16	ORANG045 ORANGE COUNTY COMPTROLLER						9	
16-00094	1	Recording of Documents	61.00	001-1030-512-4900	Expenditure		180	1	
				OTHER CURRENT CHARGES					
16-00094	2	Recording of Documents	61.00	001-1030-512-4900	Expenditure		181	1	
				OTHER CURRENT CHARGES					
16-00094	3	Recording of Documents	35.50	001-1030-512-4900	Expenditure		182	1	
				OTHER CURRENT CHARGES					
16-00094	4	Recording of Documents	35.50	001-1030-512-4900	Expenditure		183	1	
				OTHER CURRENT CHARGES					
16-00094	5	Recording of Documents	27.00	001-1030-512-4900	Expenditure		184	1	
				OTHER CURRENT CHARGES					
			<u>220.00</u>						
174606	08/19/16	PARTS005 WELDON PARTS-ORLANDO						9	
16-00055	1	Code Reader Heavy Duty Trucks	289.00	001-3310-519-5200	Expenditure		172	1	
				OPERATING SUPPLIES					
16-00172	1	HUB CAP, SEAL & BEARINGS	201.03	001-2120-522-4650	Expenditure		204	1	
				VEHICLE MAINTENANCE					
16-00189	1	33587, FUEL FILTER	32.79	001-141-1400	G/L		207	1	
				INVENTORY - CITY GARAGE					
16-00189	2	51348, OIL FILTER	9.81	001-141-1400	G/L		208	1	
				INVENTORY - CITY GARAGE					
16-00189	3	51729, HYDRAULIC FILTER	52.96	001-141-1400	G/L		209	1	
				INVENTORY - CITY GARAGE					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Seq	Acct
101-0000		General Operating Account		Continued					
174606		WELDON PARTS-ORLANDO		Continued					
16-00189		4 51334, OIL FILTER	3.91	001-141-1400 INVENTORY - CITY GARAGE	G/L		210		1
16-00189		5 51064, OIL FILTER	5.08	001-141-1400 INVENTORY - CITY GARAGE	G/L		211		1
16-00189		6 46449, AIR FILTER	20.60	001-141-1400 INVENTORY - CITY GARAGE	G/L		212		1
16-00189		7 WA10027, AIR FILTER	32.60	001-141-1400 INVENTORY - CITY GARAGE	G/L		213		1
16-00189		8 46438, AIR FILTER	14.02	001-141-1400 INVENTORY - CITY GARAGE	G/L		214		1
16-00189		9 51056, OIL FILTER	5.98	001-141-1400 INVENTORY - CITY GARAGE	G/L		215		1
16-00189		10 33118, FUEL FILTER	11.52	001-141-1400 INVENTORY - CITY GARAGE	G/L		216		1
16-00189		11 33120, FUEL FILTER	11.58	001-141-1400 INVENTORY - CITY GARAGE	G/L		217		1
16-00189		12 51971, OIL FILTER	11.42	001-141-1400 INVENTORY - CITY GARAGE	G/L		218		1
16-00189		13 33972, FUEL FILTER	4.72	001-141-1400 INVENTORY - CITY GARAGE	G/L		219		1
16-00189		14 46418, AIR FILTER	10.63	001-141-1400 INVENTORY - CITY GARAGE	G/L		220		1
16-00189		15 51759, HYDRAULIC FILTER	10.88	001-141-1400 INVENTORY - CITY GARAGE	G/L		221		1
16-00189		16 57182, OIL FILTER	22.92	001-141-1400 INVENTORY - CITY GARAGE	G/L		222		1
16-00189		17 33011, FUEL FILTER	20.28	001-141-1400 INVENTORY - CITY GARAGE	G/L		223		1
16-00189		18 57701, TRANSMISSION FILTER	22.26	001-141-1400 INVENTORY - CITY GARAGE	G/L		224		1
16-00189		19 XK3124707Q, BRAKE SHOE KIT	163.52	001-141-1400 INVENTORY - CITY GARAGE	G/L		225		1
16-00189		20 3600A, BRAKE DRUM	340.00	001-141-1400 INVENTORY - CITY GARAGE	G/L		226		1
16-00189		21 FF63009, FUEL FILTER	59.92	001-141-1400 INVENTORY - CITY GARAGE	G/L		227		1
			<u>1,357.43</u>						
174607	08/19/16	PHYSI005 PHYSIO-CONTROL , INC.							9
00127350		2 OPERATING SUPPLIES	910.35	001-2130-526-5200 OPERATING SUPPLIES	Expenditure		19		1
174608	08/19/16	PJQIN005 PJQ INC. CONCRETE							9
00130237		1 IMPROVE OTHER THAN BLD.	15,066.96	403-3115-535-6300 IMPROVE OTHER THAN BLD.	Expenditure		144		1
00130272		1 IMPROVE OTHER THAN BLD.	14,513.37	403-3115-535-6300 IMPROVE OTHER THAN BLD.	Expenditure		149		1
			<u>29,580.33</u>						

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account		Continued					
174609	08/19/16	PROIM005 PRO IMAGE APPAREL						9	
00130032	1	OPERATING SUPPLIES	189.00	001-2230-521-5200 OPERATING SUPPLIES	Expenditure		119	1	
174610	08/19/16	PUBLI005 PUBLIX SUPER MARKETS, INC.				08/19/16 VOID			0
174611	08/19/16	PUBLI005 PUBLIX SUPER MARKETS, INC.						9	
00129776	1	OPERATING SUPPLIES	44.98	001-2220-521-5200 OPERATING SUPPLIES	Expenditure		73	1	
00129776	2	OPERATING SUPPLIES	160.79	001-2220-521-5200 OPERATING SUPPLIES	Expenditure		74	1	
00129776	3	OPERATING SUPPLIES	127.96	001-2220-521-5200 OPERATING SUPPLIES	Expenditure		75	1	
00129908	1	OPERATING SUPPLIES	138.88	001-2120-522-5200 OPERATING SUPPLIES	Expenditure		100	1	
00129908	2	OPERATING SUPPLIES	199.43	001-2120-522-5200 OPERATING SUPPLIES	Expenditure		101	1	
00129908	3	OPERATING SUPPLIES	59.97	001-2120-522-5200 OPERATING SUPPLIES	Expenditure		102	1	
00129908	4	OPERATING SUPPLIES	96.98	001-2120-522-5200 OPERATING SUPPLIES	Expenditure		103	1	
00129933	1	OPERATING SUPPLIES	87.82	001-2110-522-5200 OPERATING SUPPLIES	Expenditure		111	1	
00130055	1	OPERATING SUPPLIES - HEROES PR	50.00	150-1020-512-5200 OPERATING SUPPLIES - HEROES PROGRAM	Expenditure		121	1	
00130055	2	OPERATING SUPPLIES - HEROS PRO	50.00	150-1020-512-5200 OPERATING SUPPLIES - HEROES PROGRAM	Expenditure		122	1	
00130055	3	OPERATING SUPPLIES - HEROES PR	50.00	150-1020-512-5200 OPERATING SUPPLIES - HEROES PROGRAM	Expenditure		123	1	
00130055	4	OPERATING SUPPLIES - HEROS PRO	50.00	150-1020-512-5200 OPERATING SUPPLIES - HEROES PROGRAM	Expenditure		124	1	
00130055	5	OPERATING SUPPLIES - HEROES PR	119.98	150-1020-512-5200 OPERATING SUPPLIES - HEROES PROGRAM	Expenditure		125	1	
00130055	6	OPERATING SUPPLIES - HEROS PRO	154.65	150-1020-512-5200 OPERATING SUPPLIES - HEROES PROGRAM	Expenditure		126	1	
00130124	1	OPERATING SUPPLIES - HEROES PR	103.04	150-1020-512-5200 OPERATING SUPPLIES - HEROES PROGRAM	Expenditure		130	1	
00130124	2	OPERATING SUPPLIES - HEROS PRO	107.98	150-1020-512-5200 OPERATING SUPPLIES - HEROES PROGRAM	Expenditure		131	1	
00130124	3	OPERATING SUPPLIES - HEROES PR	51.37	150-1020-512-5200 OPERATING SUPPLIES - HEROES PROGRAM	Expenditure		132	1	
00130124	4	OPERATING SUPPLIES - HEROES PR	75.00	150-1020-512-5200 OPERATING SUPPLIES - HEROES PROGRAM	Expenditure		133	1	
00130124	5	OPERATING SUPPLIES - HEROES PR	43.16	150-1020-512-5200 OPERATING SUPPLIES - HEROES PROGRAM	Expenditure		134	1	
00130133	1	OPERATING SUPPLIES	38.49	001-2110-522-5200 OPERATING SUPPLIES	Expenditure		135	1	
			<u>1,810.48</u>						
174612	08/19/16	PUBLI015 PUBLIC RESOURCES MNGMNT GROUP,		(Void Reason: WRONG AMOUNT)		08/19/16 VOID		9	
16-00171	1	Parks & Rec Impact Fee Study	16,314.40	001-3613-572-3100 PROFESSIONAL SERVICES	Expenditure		202	1	

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account	Continued						
174613	08/19/16	PUBLI020 PUBLIC SAFETY USA							9
00129592	1	EQUIPMENT AND MACHINERY	520.00	001-2220-521-6400	Expenditure		64		1
				EQUIPMENT AND MACHINERY					
00129592	2	EQUIPMENT AND MACHINERY	8,359.80	001-2220-521-6400	Expenditure		65		1
				EQUIPMENT AND MACHINERY					
			<u>8,879.80</u>						
174614	08/19/16	RAPID005 RAPID SYSTEMS							9
00128937	1	COMMUNICATIONS AND FREIGHT	2,698.75	001-5110-519-4100	Expenditure		43		1
				COMMUNICATIONS SERVICES					
174615	08/19/16	REDTH005 RED THE UNIFORM TAILOR							9
00128849	1		238.65	001-2220-521-5200	Expenditure		39		1
				OPERATING SUPPLIES					
00128849	2		98.15	001-2220-521-5200	Expenditure		40		1
				OPERATING SUPPLIES					
00128872	5	OPERATING SUPPLIES	22.40	001-2120-522-5200	Expenditure		41		1
				OPERATING SUPPLIES					
00128872	6	OPERATING SUPPLIES	104.16	001-2120-522-5200	Expenditure		42		1
				OPERATING SUPPLIES					
			<u>463.36</u>						
174616	08/19/16	REISS005 REISS ENGINEERING INC							9
00130138	1	OPERATING SUPPLIES	825.00	401-3111-533-5200	Expenditure		136		1
				OPERATING SUPPLIES					
00130138	2	OPERATING SUPPLIES	825.00	401-3121-535-5200	Expenditure		137		1
				OPERATING SUPPLIES					
			<u>1,650.00</u>						
174617	08/19/16	ROBER025 ROBERT HALF INTERNATIONAL INC.							9
00129865	1	OTHER CONTRACTUAL SERVICES	997.36	001-1120-513-3400	Expenditure		86		1
				OTHER CONTRACTUAL SERVICES					
00129865	2	OTHER CONTRACTUAL SERVICES	924.70	001-1120-513-3400	Expenditure		87		1
				OTHER CONTRACTUAL SERVICES					
00129865	3	OTHER CONTRACTUAL SERVICES	1,197.60	001-1120-513-3400	Expenditure		88		1
				OTHER CONTRACTUAL SERVICES					
00129865	4	OTHER CONTRACTUAL SERVICES	1,197.60	001-1120-513-3400	Expenditure		89		1
				OTHER CONTRACTUAL SERVICES					
00129865	5	OTHER CONTRACTUAL SERVICES	1,152.69	001-1120-513-3400	Expenditure		90		1
				OTHER CONTRACTUAL SERVICES					
00129865	6	OTHER CONTRACTUAL SERVICES	1,197.60	001-1120-513-3400	Expenditure		91		1
				OTHER CONTRACTUAL SERVICES					
00129865	7	OTHER CONTRACTUAL SERVICES	1,197.60	001-1120-513-3400	Expenditure		92		1
				OTHER CONTRACTUAL SERVICES					
			<u>7,865.15</u>						
174618	08/19/16	SAFET010 SAFETY PRODUCTS INC							9
16-00062	1	Utility work ahead	27.10	401-3131-536-5200	Expenditure		173		1
				OPERATING SUPPLIES					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Seq Acct
101-0000		General Operating Account		Continued			
174619	08/19/16	SEMINO40 SEMINOLE OFFICE SOLUTIONS, INC					9
00127752	1	OPERATING SUPPLIES	774.36	001-2230-521-5200 OPERATING SUPPLIES	Expenditure	22	1
174620	08/19/16	SOUTH085 SOUTHERN OIL RECOVERY INC.					9
00129286	1	OPERATING SUPPLIES	150.00	001-3310-519-5200 OPERATING SUPPLIES	Expenditure	57	1
00129286	2	OPERATING SUPPLIES	50.00	001-3310-519-5200 OPERATING SUPPLIES	Expenditure	58	1
16-00169	1	REMOVAL OF USED OIL & FILTERS	65.00	001-3310-519-5200 OPERATING SUPPLIES	Expenditure	201	1
			<u>265.00</u>				
174621	08/19/16	SPACE010 SPACE WALK OF NORTH ORLANDO					9
00130110	1	OPERATING SUPPLIES	2,000.00	001-1025-513-5200 OPERATING SUPPLIES	Expenditure	246	1
174622	08/19/16	SPRIN010 SPRINT					9
00127156	1	COMMUNICATIONS & FREIGHT	255.09	001-2230-521-4100 COMMUNICATIONS SERVICES	Expenditure	16	1
00127573	1	COMMUNICATIONS AND FREIGHT	964.66	001-5110-519-4100 COMMUNICATIONS SERVICES	Expenditure	21	1
			<u>1,219.75</u>				
174623	08/19/16	STERI005 STERICYCLE INC.					9
16-00134	1	Bio Hazard Waste Disposal	3,121.73	001-2130-526-5200 OPERATING SUPPLIES	Expenditure	195	1
174624	08/19/16	SUNSH005 SUNSHINE STATE ONE CALL OF FL.					9
00127842	1	OTHER CURRENT CHARGES	473.65	401-3141-533-4900 OTHER CURRENT CHARGES	Expenditure	23	1
174625	08/19/16	SWIFT005 SWIFTREACH NETWORKS, INC.					9
00127025	1	COMMUNICATIONS & FREIGHT	550.00	001-2250-519-4100 COMMUNICATIONS SERVICES	Expenditure	8	1
00127025	2	COMMUNICATIONS SERVICES	615.74	001-2250-519-4100 COMMUNICATIONS SERVICES	Expenditure	9	1
			<u>1,165.74</u>				
174626	08/19/16	TANKS005 SHELLEY'S SEPTIC TANKS					9
16-00090	12	WRF Sludge Hauling, Load	950.00	401-3121-535-4900 OTHER CURRENT CHARGES	Expenditure	178	1
16-00090	13	WRF Sludge Hauling, Load	950.00	401-3121-535-4900 OTHER CURRENT CHARGES	Expenditure	179	1
			<u>1,900.00</u>				
174627	08/19/16	TASER005 TASER INTERNATIONAL, INC.					9
00130262	1	EQUIPMENT AND MACHINERY	12,265.78	001-2220-521-6400 EQUIPMENT AND MACHINERY	Expenditure	148	1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account		Continued					
174628	08/19/16	TBLSE005 TBL SECURITIES LLC							9
	16-00225	1 7/31 BERRY, FILLMON, SHAH, WERTS	943.00	001-342-9001	Revenue		242		1
				OTHER PUBLIC SAFETY FEES-POLICE					
	16-00225	2 07/20 ANERS, BER, BAK, FILL, DORAZ	1,373.50	001-342-9001	Revenue		243		1
				OTHER PUBLIC SAFETY FEES-POLICE					
	16-00225	3 7/29 DORAZ, PARKI, REARD	1,230.00	001-342-9001	Revenue		244		1
				OTHER PUBLIC SAFETY FEES-POLICE					
			<u>3,546.50</u>						
174629	08/19/16	TETRA005 TETRA TECH INC.							9
	00129754	1 IMPROVE OTHER THAN BLDGS	35,185.89	403-3123-535-6300	Expenditure		70		1
				IMPROVE OTHER THAN BLDGS					
	00129754	2 IMPROVEMENTS OTHER THAN BUILDI	50,911.06	403-3123-535-6300	Expenditure		71		1
				IMPROVE OTHER THAN BLDGS					
	00129754	3 IMPROVE OTHER THAN BLDGS	61,364.61	403-3123-535-6300	Expenditure		72		1
				IMPROVE OTHER THAN BLDGS					
	00129754	4 IMPROVEMENTS OTHER THAN BUILDI	140,008.78	403-3123-535-6300	Expenditure		247		1
				IMPROVE OTHER THAN BLDGS					
			<u>287,470.34</u>						
174630	08/19/16	THE00005 ORLANDO SENTINEL, THE							9
	00127511	1 LEGAL ADVERTISING	128.75	001-1030-512-4902	Expenditure		20		1
				LEGAL ADVERTISING					
174631	08/19/16	TOMAR005 TOMAR, LEVAR							9
	00130240	1 OTHER CONTRACTUAL SERVICES	150.00	001-1025-513-3400	Expenditure		241		1
				OTHER CONTRACTUAL SERVICES					
174632	08/19/16	TRAIL005 TRAIL SAW & MOWER SERVICE, INC							9
	16-00144	1 BR 430 BACK PACK BLOWERS	647.74	101-3414-541-5200	Expenditure		198		1
				OPERATING SUPPLIES					
	16-00144	2 BJ 86 CARBORATORS	74.82	101-3414-541-5200	Expenditure		199		1
				OPERATING SUPPLIES					
			<u>722.56</u>						
174633	08/19/16	TRUGR005 TRUGREEN							9
	00127240	3 OTHER CONTRACTUAL SERVICES	2,500.00	001-3514-572-3400	Expenditure		17		1
				OTHER CONTRACTUAL SERVICES					
	00127240	4 OTHER CONTRACTUAL SERVICES	7,395.00	001-3514-572-3400	Expenditure		18		1
				OTHER CONTRACTUAL SERVICES					
			<u>9,895.00</u>						
174634	08/19/16	TWCDI005 TWC DISTRIBUTORS							9
	00130159	1 OPERATING SUPPLIES	656.44	001-3513-572-5200	Expenditure		140		1
				OPERATING SUPPLIES					
	00130216	1 OPERATING SUPPLIES	1,149.20	001-3514-572-5200	Expenditure		142		1
				OPERATING SUPPLIES					
			<u>1,805.64</u>						
174635	08/19/16	UNITE005 UNITED PARCEL SERVICE							9
	16-00032	1 SAMS CLUB RMA-47007-1026	11.39	101-3412-541-5200	Expenditure		166		1
				OPERATING SUPPLIES					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Seq	Acct
101-0000		General Operating Account		Continued					
174635		UNITED PARCEL SERVICE		Continued					
16-00032		2 ITERIS RMA#317061	15.76	101-3412-541-5200	Expenditure		167		1
				OPERATING SUPPLIES					
16-00032		3 5TH & PARK AVE. RMA	11.55	101-3412-541-5200	Expenditure		168		1
				OPERATING SUPPLIES					
16-00163		1 Shipping Costs for Parts	58.04	101-3412-541-5200	Expenditure		200		1
				OPERATING SUPPLIES					
			<u>96.74</u>						
174636	08/19/16	UNITE025 UNITED SITE SERVICES							9
00129854		1 RENTAL AND LEASES	655.00	001-1025-513-4400	Expenditure		85		1
				RENTAL AND LEASES					
174637	08/19/16	USPOS005 U.S. POSTAL SERVICE/ACCT.36070							9
16-00224		1 AUGUST 2016 POSTAGE	2,000.00	001-141-1300	G/L		245		1
				INVENTORY - POSTAGE METER					
174638	08/19/16	USSUR005 U S SURPLUS SALES, INC.				08/19/16 VOID			0
174639	08/19/16	USSUR005 U S SURPLUS SALES, INC.							9
00129263		1 OPERATING SUPPLIES - GRANTS	540.00	150-2210-521-5200	Expenditure		51		1
				OPERATING SUPPLIES - GRANTS					
00129263		2 OPERATING SUPPLIES - GRANTS	540.00	150-2210-521-5200	Expenditure		52		1
				OPERATING SUPPLIES - GRANTS					
00129263		3 OPERATING SUPPLIES - GRANTS	540.00	150-2210-521-5200	Expenditure		53		1
				OPERATING SUPPLIES - GRANTS					
00129263		4 OPERATING SUPPLIES - GRANTS	540.00	150-2210-521-5200	Expenditure		54		1
				OPERATING SUPPLIES - GRANTS					
00129263		5 OPERATING SUPPLIES - GRANTS	540.00	150-2210-521-5200	Expenditure		55		1
				OPERATING SUPPLIES - GRANTS					
00129280		1 OPERATING SUPPLIES	463.00	001-2220-521-5200	Expenditure		56		1
				OPERATING SUPPLIES					
00129995		1 OPERATING SUPPLIES	844.68	001-2220-521-5200	Expenditure		238		1
				OPERATING SUPPLIES					
00129995		2 OPERATING SUPPLIES	844.68	001-2220-521-5200	Expenditure		114		1
				OPERATING SUPPLIES					
00129995		3 OPERATING SUPPLIES	381.50	001-2220-521-5200	Expenditure		115		1
				OPERATING SUPPLIES					
00129998		1 OPERATING SUPPLIES	844.68	001-2220-521-5200	Expenditure		116		1
				OPERATING SUPPLIES					
00130031		1 OPERATING SUPPLIES	162.50	001-2230-521-5200	Expenditure		118		1
				OPERATING SUPPLIES					
			<u>6,241.04</u>						
174640	08/19/16	VERIZ005 VERIZON WIRELESS							9
00126766		1 COMMUNICATIONS AND FREIGHT	55.01	001-5110-519-4100	Expenditure		1		1
				COMMUNICATIONS SERVICES					
174641	08/19/16	VETER005 VETERANS OF FOREIGN WARS OF TH							9
16-00226		1 RENTALS JUNE PART B 2016	150.00	001-362-0003	Revenue		239		1
				RENTAL OF CITY PROPERTY - COMMUNITY CENT					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account		Continued					
174642	08/19/16	VISIO005 VISION SERVICE PLAN - (IC)						9	
16-00220	1	AUGUST 2016 PREMIUMS	2,411.58	001-218-1603	G/L		231		1
				DUE TO FLA VISION SERVICE PLAN					
174643	08/19/16	WALKE005 WALKER MILLER EQUIPMENT CO. IN						9	
16-00192	1	CONTROL UNIT & PLUG	775.90	401-3171-535-4650	Expenditure		228		1
				VEHICLE MAINTENANCE					
174644	08/19/16	WHOLE005 ID WHOLESALER						9	
00130258	1	OPERATING SUPPLIES	430.00	001-2210-521-5200	Expenditure		147		1
				OPERATING SUPPLIES					
174645	08/19/16	WORDS005 WORD SYSTEMS, INC						9	
00127885	1	REPAIR & MAINT.-BLDG.& EQUIPME	1,505.00	001-2230-521-4600	Expenditure		24		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
174646	08/22/16	DUKEE005 DUKE ENERGY						10	
16-00246	1		296.95	001-155-0006	G/L		16		1
				CLEARING ACCT - APOPKA CLINIC					
16-00246	2		13,589.14	001-1022-519-4300	Expenditure		17		1
				UTILITY SERVICES					
16-00246	3		8,123.43	001-2110-522-4300	Expenditure		18		1
				UTILITY SERVICES					
16-00246	4		178.92	001-2210-521-4300	Expenditure		19		1
				UTILITY SERVICES					
16-00246	5		2,558.92	001-2250-519-4300	Expenditure		20		1
				UTILITY SERVICES					
16-00246	6		3,647.89	001-1022-519-4300	Expenditure		21		1
				UTILITY SERVICES					
16-00246	7		983.04	001-2110-522-4300	Expenditure		22		1
				UTILITY SERVICES					
16-00246	8		365.16	001-2210-521-4300	Expenditure		23		1
				UTILITY SERVICES					
16-00246	9		249.92	001-2250-519-4300	Expenditure		24		1
				UTILITY SERVICES					
16-00246	10		308.85	001-3310-519-4300	Expenditure		25		1
				UTILITY SERVICES					
16-00246	11		13.41	001-3512-539-4300	Expenditure		26		1
				UTILITY SERVICES					
16-00246	12		51.43	001-3513-572-4300	Expenditure		27		1
				UTILITY SERVICES					
16-00246	13		41.65	001-3514-572-4300	Expenditure		28		1
				UTILITY SERVICES					
16-00246	14		10,639.08	001-3612-572-4300	Expenditure		29		1
				UTILITY SERVICES					
16-00246	15		970.73	001-3612-572-4300	Expenditure		30		1
				UTILITY SERVICES					
16-00246	16		112,585.90	101-3412-541-4300	Expenditure		31		1
				UTILITY SERVICES					
16-00246	17		26,533.28	101-3412-541-4300	Expenditure		32		1
				UTILITY SERVICES					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Seq	Acct
101-0000		General Operating Account		Continued					
174646		DUKE ENERGY		Continued					
16-00246	18		35,364.45	401-3111-533-4300	Expenditure		33		1
				UTILITY SERVICES					
16-00246	19		26,022.03	401-3121-535-4300	Expenditure		34		1
				UTILITY SERVICES					
16-00246	20		17.41	401-3141-533-4300	Expenditure		35		1
				UTILITY SERVICES					
16-00246	21		14,476.00	401-3111-533-4300	Expenditure		36		1
				UTILITY SERVICES					
16-00246	22		55,074.31	401-3121-535-4300	Expenditure		37		1
				UTILITY SERVICES					
16-00246	23		425.33	401-3141-533-4300	Expenditure		38		1
				UTILITY SERVICES					
16-00246	24		1,682.30	401-3010-539-4300	Expenditure		39		1
				UTILITY SERVICES					
16-00246	25		1,220.56	001-3513-572-4300	Expenditure		40		1
				UTILITY SERVICES					
16-00246	26		51.77	410-4200-542-4300	Expenditure		41		1
				UTILITY SERVICES					
			<u>315,471.86</u>						
174647	08/22/16	HOMED005 HOME DEPOT CREDIT SERVICES							11
00127840	1	OPERATING SUPPLIES	589.50	401-3141-533-5200	Expenditure		1		1
				OPERATING SUPPLIES					
00129307	1	OPERATING SUPPLIES	218.73	401-3111-533-5200	Expenditure		2		1
				OPERATING SUPPLIES					
00129436	1	REPAIRS & MAINT. - BLDG.& EQUI	29.77	001-3612-572-4600	Expenditure		3		1
				REPAIRS & MAINT. - BLDG.& EQUIPMENT					
00129497	1	REPAIR & MAINT.-BLDG.& EQUIPME	392.28	401-3121-535-4600	Expenditure		4		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
00129618	1		389.50	001-1022-519-4600	Expenditure		5		1
				REPAIR & MAINT.-BLDG & EQUIP					
00129618	2		798.00	001-1022-519-4600	Expenditure		6		1
				REPAIR & MAINT.-BLDG & EQUIP					
00129709	1	OPERATING SUPPLIES	309.46	001-3514-572-5200	Expenditure		7		1
				OPERATING SUPPLIES					
00130011	1	OPERATING SUPPLIES	248.68	001-3514-572-5200	Expenditure		8		1
				OPERATING SUPPLIES					
00130016	1	REPAIR & MAINT.-BLDG.& EQUIPME	398.00	001-2120-522-4600	Expenditure		9		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
00130019	1	REPAIRS & MAINT. - BLDG.& EQUI	184.48	001-3612-572-4600	Expenditure		10		1
				REPAIRS & MAINT. - BLDG.& EQUIPMENT					
00130068	1	WATER CONSERVATION PROGRAM	136.36	401-3111-533-5220	Expenditure		11		1
				WATER CONSERVATION PROGRAM					
00130072	1	REPAIR & MAINT.-BLDG & EQUIP	281.43	001-1022-519-4600	Expenditure		12		1
				REPAIR & MAINT.-BLDG & EQUIP					
00130154	1	OPERATING SUPPLIES	233.57	001-3514-572-5200	Expenditure		13		1
				OPERATING SUPPLIES					
00130250	1	REPAIR & MAINT.-BLDG & EQUIP	201.62	001-1022-519-4600	Expenditure		14		1
				REPAIR & MAINT.-BLDG & EQUIP					
			<u>4,411.38</u>						

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Seq Acct
101-0000		General Operating Account		Continued			
174648	08/22/16	SOMER005 RANDALL A. SOMERS					11
16-00247	1	Payment August 17, 2016	1,000.00	410-4200-542-3100	Expenditure		15 1
				PROFESSIONAL SERVICES			
174649	08/26/16	ORANG045 ORANGE COUNTY COMPTROLLER					12
16-00299	1	RECORDING NOTICE OF COMMENCEME	10.00	001-1030-512-4900	Expenditure		1 1
				OTHER CURRENT CHARGES			
174650	08/26/16	AABRA005 A-ABRA-KEY-DABRA LOCKSMITH SER					13
16-00180	1		89.00	001-1022-519-4600	Expenditure		127 1
				REPAIR & MAINT.-BLDG & EQUIP			
174651	08/26/16	ACTIO005 ACTION GATOR TIRE					13
00129425	1	INVENTORY - CITY GARAGE	377.08	001-141-1400	G/L		45 1
				INVENTORY - CITY GARAGE			
174652	08/26/16	ADVAN005 ADVANCE DRIVELINE					13
16-00242	1	AXLE REPAIR & UJOINT	291.70	001-3612-572-4650	Expenditure		154 1
				VEHICLE MAINTENANCE			
174653	08/26/16	ADVAN015 STAPLES ADVANTAGE					13
00126775	1	OFFICE SUPPLIES	41.98	401-3161-533-5100	Expenditure		2 1
				OFFICE SUPPLIES			
174654	08/26/16	AGEND005 AGENDAPAL CORPORATION					13
00126768	1	OTHER CONTRACTUAL SERVICES	549.00	001-5110-519-3400	Expenditure		1 1
				OTHER CONTRACTUAL SERVICES			
174655	08/26/16	AIRLI005 AIR LIQUIDE HEALTHCARE AMERICA					13
00127348	1	RENTAL AND LEASES	166.92	001-2130-526-4400	Expenditure		12 1
				RENTAL AND LEASES			
00127348	2	RENTAL AND LEASES	174.25	001-2130-526-4400	Expenditure		13 1
				RENTAL AND LEASES			
00127348	3	RENTAL AND LEASES	199.83	001-2130-526-4400	Expenditure		14 1
				RENTAL AND LEASES			
00127348	4	RENTAL AND LEASES	199.83	001-2130-526-4400	Expenditure		15 1
				RENTAL AND LEASES			
00127348	5	RENTAL AND LEASES	129.46	001-2130-526-4400	Expenditure		16 1
				RENTAL AND LEASES			
00127348	6	RENTAL AND LEASES	237.67	001-2130-526-4400	Expenditure		17 1
				RENTAL AND LEASES			
00127348	7	RENTAL AND LEASES	164.64	001-2130-526-4400	Expenditure		18 1
				RENTAL AND LEASES			
00127348	8	RENTAL AND LEASES	255.77	001-2130-526-4400	Expenditure		19 1
				RENTAL AND LEASES			
00127348	9	RENTAL AND LEASES	162.13	001-2130-526-4400	Expenditure		20 1
				RENTAL AND LEASES			
00127348	10	RENTAL AND LEASES	162.31	001-2130-526-4400	Expenditure		21 1
				RENTAL AND LEASES			

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account		Continued					
174655		AIR LIQUIDE HEALTHCARE AMERICA		Continued					
00127348	11	RENTAL AND LEASES	162.31	001-2130-526-4400	Expenditure		22		1
				RENTAL AND LEASES					
			<u>2,015.12</u>						
174656	08/26/16	AMERI015 AMERICAN PLANNING ASSOCIATION							13
16-00186	1	APA Mbershp Dues - MReggentin	374.00	001-4020-515-5100	Expenditure		128		1
				OFFICE SUPPLIES					
16-00186	2	APA Mbershp Dues - MReggentin	374.00	001-4020-515-5400	Expenditure		129		1
				BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM					
			<u>748.00</u>						
174657	08/26/16	AMERI060 AMERICAN TRAFFIC SOLUTIONS, IN							13
00127043	1	OTHER CONTRACTUAL SERVICES	99,442.00	001-2210-521-3400	Expenditure		3		1
				OTHER CONTRACTUAL SERVICES					
174658	08/26/16	ANGEL005 ANGELO'S AGGREGATE MATERIALS L							13
16-00204	1	40 TON OF CONCRETE FINES	557.38	101-3412-541-5300	Expenditure		150		1
				ROAD MATERIALS & SUPPLIES					
174659	08/26/16	APOPK055 GORMAN APOPKA							13
00129490	1	REPAIR & MAINT.-BLDG.& EQUIPME	595.46	401-3121-535-4600	Expenditure		50		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
174660	08/26/16	ARROW005 ARROWSMITH, J.W.							13
16-00300	1	AUGUST 2016 COUNCIL RTRMNT	575.00	001-1010-512-1200	Expenditure		163		1
				REGULAR SALARIES AND WAGES					
174661	08/26/16	BOSQU005 BOSQUE, MARIA							13
16-00334	1	FACILITY USE DEPOSIT REFUND	250.00	001-220-0012	G/L		303		1
				DEPOSITS - COMMUNITY CENTER					
16-00334	2	FACILITY USE DEPOSIT REFUND	198.30	001-362-0003	Revenue		304		1
				RENTAL OF CITY PROPERTY - COMMUNITY CENT					
			<u>448.30</u>						
174662	08/26/16	BOUND005 BOUND TREE MEDICAL, LLC.							13
16-00136	2		113.33	001-2130-526-5200	Expenditure		116		1
				OPERATING SUPPLIES					
174663	08/26/16	BURK0005 BURK, SCOTT							13
16-00105	1	Per Deim for Class Travel	230.00	001-2230-521-4000	Expenditure		115		1
				TRAVEL & PER DIEM					
174664	08/26/16	CAPIT005 CAPITAL OFFICE PRODUCTS							13
16-00048	1	Paper 8x11	89.70	001-1020-512-5100	Expenditure		96		1
				OFFICE SUPPLIES					
16-00048	2	Paper 8x11	89.70	001-1010-512-5100	Expenditure		97		1
				OFFICE SUPPLIES					
16-00048	3	Paper 8x11	89.70	001-1025-513-5100	Expenditure		98		1
				OFFICE SUPPLIES					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account		Continued					
174664		CAPITAL OFFICE PRODUCTS		Continued					
16-00048	4	Paper 11x17	27.98	001-1010-512-5100	Expenditure		99		1
				OFFICE SUPPLIES					
			<u>297.08</u>						
174665	08/26/16	CAREH005 CARE HERE							13
16-00308	1		42.78	001-1010-512-2300	Expenditure		230		1
				LIFE AND HEALTH INSURANCE					
16-00308	2		64.17	001-1020-512-2300	Expenditure		231		1
				LIFE AND HEALTH INSURANCE					
16-00308	3		64.17	001-1025-513-2300	Expenditure		232		1
				LIFE AND HEALTH INSURANCE					
16-00308	4		42.78	001-1030-512-2300	Expenditure		233		1
				LIFE AND HEALTH INSURANCE					
16-00308	5		85.56	001-1120-513-2300	Expenditure		234		1
				LIFE AND HEALTH INSURANCE					
16-00308	6		85.56	001-1170-513-2300	Expenditure		235		1
				LIFE AND HEALTH INSURANCE					
16-00308	7		149.73	001-5110-519-2300	Expenditure		236		1
				LIFE AND HEALTH INSURANCE					
16-00308	8		171.12	001-2110-522-2300	Expenditure		237		1
				LIFE AND HEALTH INSURANCE					
16-00308	9		577.53	001-2120-522-2300	Expenditure		238		1
				LIFE AND HEALTH INSURANCE					
16-00308	10		1,026.72	001-2130-526-2300	Expenditure		239		1
				LIFE AND HEALTH INSURANCE					
16-00308	11		42.78	001-2210-521-2300	Expenditure		240		1
				LIFE AND HEALTH INSURANCE					
16-00308	12		1,497.30	001-2220-521-2300	Expenditure		241		1
				LIFE AND HEALTH INSURANCE					
16-00308	13		855.60	001-2230-521-2300	Expenditure		242		1
				LIFE AND HEALTH INSURANCE					
16-00308	14		385.02	001-2250-519-2300	Expenditure		243		1
				LIFE AND HEALTH INSURANCE					
16-00308	15		192.51	001-4020-515-2300	Expenditure		244		1
				LIFE AND HEALTH INSURANCE					
16-00308	16		149.73	001-4021-524-2300	Expenditure		245		1
				LIFE AND HEALTH INSURANCE					
16-00308	17		192.51	401-3010-539-2300	Expenditure		246		1
				LIFE AND HEALTH INSURANCE					
16-00308	18		149.73	401-3111-533-2300	Expenditure		247		1
				LIFE AND HEALTH INSURANCE					
16-00308	19		299.46	401-3121-535-2300	Expenditure		248		1
				LIFE AND HEALTH INSURANCE					
16-00308	20		192.51	401-3131-536-2300	Expenditure		249		1
				LIFE AND HEALTH INSURANCE					
16-00308	21		235.29	401-3141-533-2300	Expenditure		250		1
				LIFE AND HEALTH INSURANCE					
16-00308	22		106.95	401-3161-533-2300	Expenditure		251		1
				LIFE AND HEALTH INSURANCE					
16-00308	23		192.51	401-3171-535-2300	Expenditure		252		1
				LIFE AND HEALTH INSURANCE					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
101-0000		General Operating Account		Continued					
174665	CARE HERE			Continued					
16-00308	24		85.56	401-3181-536-2300 LIFE AND HEALTH INSURANCE	Expenditure		253	1	
16-00308	25		171.12	401-3410-539-2300 LIFE AND HEALTH INSURANCE	Expenditure		254	1	
16-00308	26		385.02	402-3210-534-2300 LIFE AND HEALTH INSURANCE	Expenditure		255	1	
16-00308	27		42.78	001-1022-519-2300 LIFE AND HEALTH INSURANCE	Expenditure		256	1	
16-00308	28		235.29	001-3310-519-2300 LIFE AND HEALTH INSURANCE	Expenditure		257	1	
16-00308	29		171.12	101-3412-541-2300 LIFE AND HEALTH INSURANCE	Expenditure		258	1	
16-00308	30		21.39	101-3414-541-2300 LIFE AND HEALTH INSURANCE	Expenditure		259	1	
16-00308	31		42.78	001-3512-539-2300 LIFE AND HEALTH INSURANCE	Expenditure		260	1	
16-00308	32		192.51	001-3513-572-2300 LIFE AND HEALTH INSURANCE	Expenditure		261	1	
16-00308	33		149.73	001-3514-572-2300 LIFE AND HEALTH INSURANCE	Expenditure		262	1	
16-00308	34		171.12	001-3612-572-2300 LIFE AND HEALTH INSURANCE	Expenditure		263	1	
16-00308	35		85.56	001-3613-572-2300 LIFE AND HEALTH INSURANCE	Expenditure		264	1	
16-00329	1		250.83	001-1010-512-2300 LIFE AND HEALTH INSURANCE	Expenditure		265	1	
16-00329	2		376.24	001-1020-512-2300 LIFE AND HEALTH INSURANCE	Expenditure		266	1	
16-00329	3		376.24	001-1025-513-2300 LIFE AND HEALTH INSURANCE	Expenditure		267	1	
16-00329	4		250.83	001-1030-512-2300 LIFE AND HEALTH INSURANCE	Expenditure		268	1	
16-00329	5		501.65	001-1120-513-2300 LIFE AND HEALTH INSURANCE	Expenditure		269	1	
16-00329	6		501.65	001-1170-513-2300 LIFE AND HEALTH INSURANCE	Expenditure		270	1	
16-00329	7		877.89	001-5110-519-2300 LIFE AND HEALTH INSURANCE	Expenditure		271	1	
16-00329	8		1,003.31	001-2110-522-2300 LIFE AND HEALTH INSURANCE	Expenditure		272	1	
16-00329	9		3,386.16	001-2120-522-2300 LIFE AND HEALTH INSURANCE	Expenditure		273	1	
16-00329	10		6,019.84	001-2130-526-2300 LIFE AND HEALTH INSURANCE	Expenditure		274	1	
16-00329	11		250.83	001-2210-521-2300 LIFE AND HEALTH INSURANCE	Expenditure		275	1	
16-00329	12		8,778.93	001-2220-521-2300 LIFE AND HEALTH INSURANCE	Expenditure		276	1	
16-00329	13		5,016.53	001-2230-521-2300 LIFE AND HEALTH INSURANCE	Expenditure		277	1	

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account		Continued					
174665	CARE HERE			Continued					
16-00329	14		2,257.44	001-2250-519-2300 LIFE AND HEALTH INSURANCE	Expenditure		278		1
16-00329	15		1,128.72	001-4020-515-2300 LIFE AND HEALTH INSURANCE	Expenditure		279		1
16-00329	16		877.89	001-4021-524-2300 LIFE AND HEALTH INSURANCE	Expenditure		280		1
16-00329	17		1,128.72	401-3010-539-2300 LIFE AND HEALTH INSURANCE	Expenditure		281		1
16-00329	18		877.89	401-3111-533-2300 LIFE AND HEALTH INSURANCE	Expenditure		282		1
16-00329	19		1,755.79	401-3121-535-2300 LIFE AND HEALTH INSURANCE	Expenditure		283		1
16-00329	20		1,128.72	401-3131-536-2300 LIFE AND HEALTH INSURANCE	Expenditure		284		1
16-00329	21		1,379.55	401-3141-533-2300 LIFE AND HEALTH INSURANCE	Expenditure		285		1
16-00329	22		627.07	401-3161-533-2300 LIFE AND HEALTH INSURANCE	Expenditure		286		1
16-00329	23		1,128.72	401-3171-535-2300 LIFE AND HEALTH INSURANCE	Expenditure		287		1
16-00329	24		501.65	401-3181-536-2300 LIFE AND HEALTH INSURANCE	Expenditure		288		1
16-00329	25		1,003.31	401-3410-539-2300 LIFE AND HEALTH INSURANCE	Expenditure		289		1
16-00329	26		2,257.44	402-3210-534-2300 LIFE AND HEALTH INSURANCE	Expenditure		290		1
16-00329	27		250.83	001-3512-539-2300 LIFE AND HEALTH INSURANCE	Expenditure		291		1
16-00329	28		1,128.72	001-3513-572-2300 LIFE AND HEALTH INSURANCE	Expenditure		292		1
16-00329	29		877.89	001-3514-572-2300 LIFE AND HEALTH INSURANCE	Expenditure		293		1
16-00329	30		1,003.31	001-3612-572-2300 LIFE AND HEALTH INSURANCE	Expenditure		294		1
16-00329	31		501.65	001-3613-572-2300 LIFE AND HEALTH INSURANCE	Expenditure		295		1
16-00329	32		1,379.55	001-3310-519-2300 LIFE AND HEALTH INSURANCE	Expenditure		296		1
16-00329	33		1,003.31	101-3412-541-2300 LIFE AND HEALTH INSURANCE	Expenditure		297		1
16-00329	34		125.41	101-3414-541-2300 LIFE AND HEALTH INSURANCE	Expenditure		298		1
16-00329	35		250.82	001-3512-539-2300 LIFE AND HEALTH INSURANCE	Expenditure		299		1
			<u>58,721.33</u>						
174666	08/26/16	CARTR005 CARTRIDGE CENTER INC							13
16-00227	2		180.00	001-2210-521-5100 OFFICE SUPPLIES	Expenditure		307		1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Seq Acct
101-0000		General Operating Account		Continued			
174667	08/26/16	CENTR015 CENTRAL FLORIDA TRUCK ACCESSOR					13
00127658	2	VEHICLE MAINTENANCE	79.80	001-2120-522-4650	Expenditure		24 1
				VEHICLE MAINTENANCE			
174668	08/26/16	CENTR055 CENTRAL FLORIDA EDUCATORS					13
16-00193	1	OPERATING SUPPLIES	40.95	001-2230-521-5200	Expenditure		141 1
				OPERATING SUPPLIES			
174669	08/26/16	CGCKI005 CGC KILFOYLE INC					13
16-00239	1	Door Install & Replacement	820.00	001-1020-512-4600	Expenditure		152 1
				REPAIR & MAINT.-BLDG & EQUIP			
16-00239	2	Door Install & Replacement	600.00	001-1010-512-4600	Expenditure		153 1
				REPAIR & MAINT.-BLDG.& EQUIPMENT			
			<u>1,420.00</u>				
174670	08/26/16	CHANN005 CHANNEL INNOVATIONS CORP.					13
00128399	1	REPAIR & MAINT.-BLDG.& EQUIPME	199.18	001-2120-522-4600	Expenditure		27 1
				REPAIR & MAINT.-BLDG.& EQUIPMENT			
174671	08/26/16	COLLA005 COLLAGE DESIGN AND CONSTRUCTIO					13
16-00142	1	Golden Gem Perimeter Clearing	17,200.00	403-3115-535-6300	Expenditure		117 1
				IMPROVE OTHER THAN BLD.			
174672	08/26/16	COMMU005 COMMUNITY DEV PETTY CASH FUND					13
16-00296	1		20.00	001-4020-515-5500	Expenditure		159 1
				TRAINING			
174673	08/26/16	CROWN010 CROWN SHREDDING, LLC					13
00127124	2	REPAIR & MAINT.-BLDG.& EQUIPME	125.00	001-1030-512-4600	Expenditure		4 1
				REPAIR & MAINT.-BLDG.& EQUIPMENT			
00127124	3	REPAIR & MAINT.-BLDG.& EQUIPME	145.00	001-1030-512-4600	Expenditure		5 1
				REPAIR & MAINT.-BLDG.& EQUIPMENT			
			<u>270.00</u>				
174674	08/26/16	DANAS005 DANA SAFETY SUPPLY, INC.					13
00129599	1	EQUIPMENT AND MACHINERY	9,567.38	001-2220-521-6400	Expenditure		61 1
				EQUIPMENT AND MACHINERY			
00129600	1	EQUIPMENT AND MACHINERY	9,567.38	001-2220-521-6400	Expenditure		62 1
				EQUIPMENT AND MACHINERY			
			<u>19,134.76</u>				
174675	08/26/16	DANNY005 DANNY L. DULGAR, INC.					13
16-00074	1	Property Appraisal	500.00	401-3010-539-3400	Expenditure		101 1
				OTHER CONTRACTUAL SERVICES			
174676	08/26/16	DEYOU005 DEYOUNG LAW FIRM, P.A.					13
00129480	1	OTHER CONTRACTUAL SERVICES	6,000.00	001-2210-521-3400	Expenditure		49 1
				OTHER CONTRACTUAL SERVICES			
174677	08/26/16	DGGTA005 DGG TASER INC.					13
00129993	1	OPERATING SUPPLIES	1,601.40	001-2220-521-5200	Expenditure		300 1
				OPERATING SUPPLIES			

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account		Continued					
174678	08/26/16	DIREC005 DIRECTTV							13
00127283	1	COMMUNICATIONS & FREIGHT	140.98	001-2250-519-4100	Expenditure		11		1
				COMMUNICATIONS SERVICES					
174679	08/26/16	DIVIS005 DIVISION OF MOTOR VEHICLES							13
00130001	1	OPERATING SUPPLIES	28.85	001-2230-521-5200	Expenditure		80		1
				OPERATING SUPPLIES					
174680	08/26/16	ECMC0005 ECMC							13
16-00304	1	MELISSA CABRERA SSN [REDACTED]	120.51	001-218-1760	G/L		167		1
				DUE TO FL DEPT OF EDUCATION					
174681	08/26/16	ELEGA005 ELEGANCE CLEANING SERVICES INC							13
00128692	1	JULY 2016 CLEANING SERVICES	500.00	001-1022-519-4600	Expenditure		29		1
				REPAIR & MAINT.-BLDG & EQUIP					
174682	08/26/16	FAIRW005 Fairwinds Credit Union							13
16-00194	1	Subpeona Charges	20.00	001-2230-521-5200	Expenditure		142		1
				OPERATING SUPPLIES					
174683	08/26/16	FAMIL005 FAMILY SUPPORT REGISTRY							13
16-00302	1	DERRICK CLARK [REDACTED]	116.69	001-218-1750	G/L		165		1
				DUE TO CLERK OF CIRCUIT COURT					
174684	08/26/16	FIREL005 FIRE LINE EQUIPMENT, LLC							13
00129069	2	INVENTORY - CITY GARAGE	90.96	001-2120-522-4650	Expenditure		34		1
				VEHICLE MAINTENANCE					
00129069	3	INVENTORY - CITY GARAGE	313.17	001-2120-522-4650	Expenditure		35		1
				VEHICLE MAINTENANCE					
00129069	4	INVENTORY - CITY GARAGE	470.37	001-2120-522-4650	Expenditure		36		1
				VEHICLE MAINTENANCE					
16-00174	1	CAB LIFT CYLINDERS ENGINE 11	2,225.86	001-2120-522-4650	Expenditure		124		1
				VEHICLE MAINTENANCE					
			<u>3,100.36</u>						
174685	08/26/16	FLORI120 FLORIDA DOOR SOLUTIONS INC.							13
16-00298	1	REIMBURSEMENT OVERPAY TAX#5203	15.25	001-316-0000	Revenue		161		1
				LOCAL BUSINESS TAX					
174686	08/26/16	FORGE005 FORGE FASTENER & SUPPLY CO,							13
00129048	1	INVENTORY - CITY GARAGE	244.56	001-3310-519-5200	Expenditure		33		1
				OPERATING SUPPLIES					
174687	08/26/16	GEMAI005 GEMAIRE DISTRIBUTORS LLC							13
16-00178	1	Supplies	295.13	001-1022-519-4600	Expenditure		126		1
				REPAIR & MAINT.-BLDG & EQUIP					
174688	08/26/16	GENSE005 GENSET SERVICES INC.							13
00129491	1	REPAIR & MAINT.-BLDG.& EQUIPME	1,313.33	401-3111-533-4600	Expenditure		51		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
00129491	2	REPAIR & MAINT.-BLDG.& EQUIPME	618.33	401-3111-533-4600	Expenditure		52		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account							Continued
174688		GENSET SERVICES INC.							Continued
00129491	3	REPAIR & MAINT.-BLDG.& EQUIPME	623.33	401-3111-533-4600	Expenditure		53		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
00129491	4	REPAIR & MAINT.-BLDG.& EQUIPME	258.33	401-3111-533-4600	Expenditure		54		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
00129491	5	REPAIR & MAINT.-BLDG.& EQUIPME	623.33	401-3111-533-4600	Expenditure		55		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
00129491	6	REPAIR & MAINT.-BLDG.& EQUIPME	258.33	401-3111-533-4600	Expenditure		56		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
00129491	7	REPAIR & MAINT.-BLDG.& EQUIPME	258.33	401-3111-533-4600	Expenditure		57		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
00129491	8	REPAIR & MAINT.-BLDG.& EQUIPME	623.33	401-3111-533-4600	Expenditure		58		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
00129491	9	REPAIR & MAINT.-BLDG.& EQUIPME	258.33	401-3111-533-4600	Expenditure		59		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
00129491	10	REPAIR & MAINT.-BLDG.& EQUIPME	623.33	401-3111-533-4600	Expenditure		60		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
16-00177	1	Generator Service Call Harmon	360.00	001-1022-519-4600	Expenditure		125		1
				REPAIR & MAINT.-BLDG & EQUIP					
			<u>5,818.30</u>						
174689	08/26/16	GLENN005 GLENN JOINER & SON INC.							13
00130024	2	INVENTORY - CITY GARAGE	144.51	402-3210-534-4650	Expenditure		82		1
				VEHICLE MAINTENANCE					
00130024	3	INVENTORY - CITY GARAGE	26.99	402-3210-534-4650	Expenditure		83		1
				VEHICLE MAINTENANCE					
			<u>171.50</u>						
174690	08/26/16	GRAIN005 GRAINGER							13
00129443	2	VEHICLE MAINTENANCE	234.05	401-3131-536-4650	Expenditure		48		1
				VEHICLE MAINTENANCE					
00129443	2	VEHICLE MAINTENANCE	13.36	401-3171-535-4650	Expenditure		48		2
				VEHICLE MAINTENANCE					
16-00202	1	18 Volt battery	393.06	401-3141-533-5200	Expenditure		143		1
				OPERATING SUPPLIES					
16-00202	2	Reciprocating saw	507.18	401-3141-533-5200	Expenditure		144		1
				OPERATING SUPPLIES					
16-00202	3	Hex set	46.59	401-3141-533-5200	Expenditure		145		1
				OPERATING SUPPLIES					
16-00202	4	AX Saw blades	107.30	401-3141-533-5200	Expenditure		146		1
				OPERATING SUPPLIES					
16-00202	5	Metal saw blades	261.42	401-3141-533-5200	Expenditure		147		1
				OPERATING SUPPLIES					
			<u>1,562.96</u>						
174691	08/26/16	GROVE005 GROVE, TYLER							13
16-00297	1	REIMBURSEMENT CAMP	110.00	001-347-2100	Revenue		160		1
				RECREATION PROGRAM ACTIVITY FEES					
174692	08/26/16	HALLS005 HALLS FEED STORE INC.							13
00129084	1	OPERATING SUPPLIES	94.00	001-2220-521-5200	Expenditure		37		1
				OPERATING SUPPLIES					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Seq	Acct
101-0000		General Operating Account		Continued					
174693	08/26/16	HDSUP005 H D SUPPLY WATER WORKS, LTD.							13
16-00061	1	ARI 1" inside rubber S050	312.00	401-3121-535-5200	Expenditure		100		1
				OPERATING SUPPLIES					
16-00097	1	12" s/s Flange kit	234.00	401-3121-535-5200	Expenditure		103		1
				OPERATING SUPPLIES					
16-00101	1	DML2000 XRM Magnetic Locator	718.60	401-3171-535-5200	Expenditure		113		1
				OPERATING SUPPLIES					
			<u>1,264.60</u>						
174694	08/26/16	INTER040 INTERNAL REVENUE SERVICE							13
16-00303	1	RYAN MCNEELY w/E 082016	11.54	001-218-1770	G/L		166		1
				DUE TO IRS					
174695	08/26/16	JANIK005 JANI- KING OF ORLANDO							13
16-00098	1	Janitorial Victoria Plaza	150.00	001-1022-519-3400	Expenditure		104		1
				OTHER CONTRACTUAL SERVICES					
16-00098	2	Janitorial	234.00	001-1022-519-3400	Expenditure		105		1
				OTHER CONTRACTUAL SERVICES					
16-00098	3	Janitorial	618.00	001-1022-519-3400	Expenditure		106		1
				OTHER CONTRACTUAL SERVICES					
16-00098	4	Clinic	186.00	001-1022-519-3400	Expenditure		107		1
				OTHER CONTRACTUAL SERVICES					
16-00098	5	Police station	843.00	001-1022-519-3400	Expenditure		108		1
				OTHER CONTRACTUAL SERVICES					
16-00098	6	City Hall	1,173.00	001-1022-519-3400	Expenditure		109		1
				OTHER CONTRACTUAL SERVICES					
16-00098	7	Victoria Plaza	100.00	001-1022-519-3400	Expenditure		110		1
				OTHER CONTRACTUAL SERVICES					
			<u>3,304.00</u>						
174696	08/26/16	KKGLA005 K & K GLASS INC							13
00130022	2	INVENTORY - CITY GARAGE	218.64	001-2230-521-4650	Expenditure		81		1
				VEHICLE MAINTENANCE					
174697	08/26/16	LABOR005 LABOR READY SOUTHEAST, INC.							13
00127939	7	TEMPORARY LABOR	1,768.80	402-3210-534-4903	Expenditure		25		1
				TEMPORARY LABOR					
00127939	8	TEMPORARY LABOR	1,125.60	402-3210-534-4903	Expenditure		26		1
				TEMPORARY LABOR					
			<u>2,894.40</u>						
174698	08/26/16	LAKEA005 LAKE APOPKA NATURAL GAS DISTRI							13
16-00295	1		69.66	001-1022-519-4300	Expenditure		158		1
				UTILITY SERVICES					
16-00295	1		65.22	001-2110-522-4300	Expenditure		158		2
				UTILITY SERVICES					
16-00295	1		2,512.10	001-141-1201	G/L		158		3
				INVENTORY - NATURAL GAS					
			<u>2,646.98</u>						

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account	Continued						
174699	08/26/16	LAKET010 LAKE TIRE & AUTO							13
00129895	6	INVENTORY - CITY GARAGE	516.95	001-141-1400	G/L		71		1
				INVENTORY - CITY GARAGE					
00129895	7	INVENTORY - CITY GARAGE	418.08	001-141-1400	G/L		72		1
				INVENTORY - CITY GARAGE					
00129895	8	INVENTORY - CITY GARAGE	414.62	001-141-1400	G/L		73		1
				INVENTORY - CITY GARAGE					
00129895	9	INVENTORY - CITY GARAGE	205.84	001-141-1400	G/L		74		1
				INVENTORY - CITY GARAGE					
00129895	10	INVENTORY - CITY GARAGE	1,617.59	001-141-1400	G/L		75		1
				INVENTORY - CITY GARAGE					
00129895	11	INVENTORY - CITY GARAGE	164.00	001-141-1400	G/L		76		1
				INVENTORY - CITY GARAGE					
00129895	12	INVENTORY - CITY GARAGE	555.48	001-141-1400	G/L		77		1
				INVENTORY - CITY GARAGE					
			<u>3,892.56</u>						
174700	08/26/16	LINA0005 LINA							13
16-00306	1		15.60	001-1010-512-2300	Expenditure		192		1
				LIFE AND HEALTH INSURANCE					
16-00306	2		23.40	001-1020-512-2300	Expenditure		193		1
				LIFE AND HEALTH INSURANCE					
16-00306	3		15.60	001-1022-519-2300	Expenditure		194		1
				LIFE AND HEALTH INSURANCE					
16-00306	4		15.60	001-1025-513-2300	Expenditure		195		1
				LIFE AND HEALTH INSURANCE					
16-00306	5		15.60	001-1030-512-2300	Expenditure		196		1
				LIFE AND HEALTH INSURANCE					
16-00306	6		39.00	001-1120-513-2300	Expenditure		197		1
				LIFE AND HEALTH INSURANCE					
16-00306	7		15.60	001-1170-513-2300	Expenditure		198		1
				LIFE AND HEALTH INSURANCE					
16-00306	8		62.40	001-2110-522-2300	Expenditure		199		1
				LIFE AND HEALTH INSURANCE					
16-00306	9		249.60	001-2120-522-2300	Expenditure		200		1
				LIFE AND HEALTH INSURANCE					
16-00306	10		319.80	001-2130-526-2300	Expenditure		201		1
				LIFE AND HEALTH INSURANCE					
16-00306	11		15.60	001-2210-521-2300	Expenditure		202		1
				LIFE AND HEALTH INSURANCE					
16-00306	12		491.40	001-2220-521-2300	Expenditure		203		1
				LIFE AND HEALTH INSURANCE					
16-00306	13		269.10	001-2230-521-2300	Expenditure		204		1
				LIFE AND HEALTH INSURANCE					
16-00306	14		156.00	001-2250-519-2300	Expenditure		205		1
				LIFE AND HEALTH INSURANCE					
16-00306	15		67.47	401-3010-539-2300	Expenditure		206		1
				LIFE AND HEALTH INSURANCE					
16-00306	16		46.80	401-3111-533-2300	Expenditure		207		1
				LIFE AND HEALTH INSURANCE					
16-00306	17		93.60	401-3121-535-2300	Expenditure		208		1
				LIFE AND HEALTH INSURANCE					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account		Continued					
174700	LINA	Continued							
16-00306	18		70.20	401-3131-536-2300	Expenditure		209	1	
				LIFE AND HEALTH INSURANCE					
16-00306	19		70.20	401-3141-533-2300	Expenditure		210	1	
				LIFE AND HEALTH INSURANCE					
16-00306	20		39.00	401-3161-533-2300	Expenditure		211	1	
				LIFE AND HEALTH INSURANCE					
16-00306	21		70.20	401-3171-535-2300	Expenditure		212	1	
				LIFE AND HEALTH INSURANCE					
16-00306	22		7.80	401-3181-536-2300	Expenditure		213	1	
				LIFE AND HEALTH INSURANCE					
16-00306	23		132.60	402-3210-534-2300	Expenditure		214	1	
				LIFE AND HEALTH INSURANCE					
16-00306	24		85.80	001-3310-519-2300	Expenditure		215	1	
				LIFE AND HEALTH INSURANCE					
16-00306	25		62.40	401-3410-539-2300	Expenditure		216	1	
				LIFE AND HEALTH INSURANCE					
16-00306	26		28.47	101-3412-541-2300	Expenditure		217	1	
				LIFE AND HEALTH INSURANCE					
16-00306	27		7.80	101-3414-541-2300	Expenditure		218	1	
				LIFE AND HEALTH INSURANCE					
16-00306	28		15.60	001-3512-539-2300	Expenditure		219	1	
				LIFE AND HEALTH INSURANCE					
16-00306	29		62.40	001-3513-572-2300	Expenditure		220	1	
				LIFE AND HEALTH INSURANCE					
16-00306	30		54.60	001-3514-572-2300	Expenditure		221	1	
				LIFE AND HEALTH INSURANCE					
16-00306	31		62.40	001-3612-572-2300	Expenditure		222	1	
				LIFE AND HEALTH INSURANCE					
16-00306	32		39.00	001-3613-572-2300	Expenditure		223	1	
				LIFE AND HEALTH INSURANCE					
16-00306	33		62.40	001-4020-515-2300	Expenditure		224	1	
				LIFE AND HEALTH INSURANCE					
16-00306	34		54.60	001-4021-524-2300	Expenditure		225	1	
				LIFE AND HEALTH INSURANCE					
16-00306	35		46.80	001-5110-519-2300	Expenditure		226	1	
				LIFE AND HEALTH INSURANCE					
16-00306	36		5,485.40	001-218-1610	G/L		227	1	
				EMPLOYEE LIFE INSURANCE					
16-00306	37		3,468.96	001-218-1615	G/L		228	1	
				LONG-TERM DISABILITY INSURANCE					
			<u>11,838.80</u>						
174701	08/26/16	LUNZP005 Lunz Prebor Fowler						13	
16-00248	2	Design of Station 5	7,500.00	001-2120-522-6200	Expenditure		157	1	
				BUILDINGS					
174702	08/26/16	MAHON005 MAHONEY ICE EQUIPMENT						13	
16-00099	1		352.00	001-1022-519-4600	Expenditure		111	1	
				REPAIR & MAINT.-BLDG & EQUIP					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account		Continued					
174702		MAHONEY ICE EQUIPMENT		Continued					
16-00099		2	230.25	001-1022-519-4600	Expenditure		112		1
				REPAIR & MAINT.-BLDG & EQUIP					
			<u>582.25</u>						
174703	08/26/16	MARLO005 MARLOW WHITE							13
00129274		1 OPERATING SUPPLIES	1,243.00	001-2220-521-5200	Expenditure		42		1
				OPERATING SUPPLIES					
174704	08/26/16	MOTOR005 MOTOROLA SOLUTIONS, INC.							13
00130264		1 OP SUPPLIES - TOWING FORENSICS	5,683.17	106-2220-521-5202	Expenditure		90		1
				OP SUPPLIES - TOWING FORENSICS					
174705	08/26/16	MULLI005 MULLINAX FORD							13
00128484		1 EQUIPMENT AND MACHINERY	27,488.18	001-2220-521-6400	Expenditure		28		1
				EQUIPMENT AND MACHINERY					
00129033		2 EQUIPMENT AND MACHINERY	16,068.16	401-3010-539-6400	Expenditure		32		1
				EQUIPMENT AND MACHINERY					
			<u>43,556.34</u>						
174706	08/26/16	MUNIC010 MUNICIPAL EQUIPMENT COMPANY							13
00130202		1 OPERATING SUPPLIES	1,712.00	001-2120-522-5200	Expenditure		88		1
				OPERATING SUPPLIES					
174707	08/26/16	NETTR005 NET TRANSCRIPTS, INC							13
16-00190		2 Transcript Services	15.75	001-2230-521-3100	Expenditure		136		1
				PROFESSIONAL SERVICES					
16-00190		3 Transcript Services	293.50	001-2230-521-3100	Expenditure		137		1
				PROFESSIONAL SERVICES					
16-00190		4 Transcript Services	70.20	001-2230-521-3100	Expenditure		138		1
				PROFESSIONAL SERVICES					
			<u>379.45</u>						
174708	08/26/16	OFFIC020 OFFICE DEPOT, INC.							13
16-00187		2 Office Supplies	21.89	001-2220-521-5100	Expenditure		130		1
				OFFICE SUPPLIES					
16-00187		3 Office Supplies	229.98	001-2220-521-5100	Expenditure		131		1
				OFFICE SUPPLIES					
16-00187		4 Office Supplies	378.99	001-2220-521-5100	Expenditure		132		1
				OFFICE SUPPLIES					
16-00187		5 Office Supplies	47.59	001-2220-521-5100	Expenditure		133		1
				OFFICE SUPPLIES					
16-00187		6 Office Supplies	45.05	001-2220-521-5100	Expenditure		134		1
				OFFICE SUPPLIES					
16-00187		7 Office Supplies	16.53	001-2220-521-5100	Expenditure		135		1
				OFFICE SUPPLIES					
16-00244		1 Dry Erase Markers	7.60	001-1020-512-5200	Expenditure		155		1
				OPERATING SUPPLIES					
16-00244		2 Dry Eraser	0.94	001-1020-512-5200	Expenditure		156		1
				OPERATING SUPPLIES					
			<u>748.57</u>						

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account		Continued					
174709	08/26/16	OREIL005 O'REILLY AUTO PARTS							13
00130312	1	INVENTORY - CITY GARAGE	16.93	001-141-1400	G/L		91		1
				INVENTORY - CITY GARAGE					
00130312	2	INVENTORY - CITY GARAGE	43.92	001-141-1400	G/L		92		1
				INVENTORY - CITY GARAGE					
00130312	3	INVENTORY - CITY GARAGE	21.96	001-141-1400	G/L		93		1
				INVENTORY - CITY GARAGE					
00130312	4	INVENTORY - CITY GARAGE	24.27	001-141-1400	G/L		94		1
				INVENTORY - CITY GARAGE					
			<u>107.08</u>						
174710	08/26/16	PAGRO005 P & A GROUP, THE							13
16-00305	1		13.00	001-1020-512-2300	Expenditure		168		1
				LIFE AND HEALTH INSURANCE					
16-00305	2		6.50	001-1025-513-2300	Expenditure		169		1
				LIFE AND HEALTH INSURANCE					
16-00305	3		6.50	001-1030-512-2300	Expenditure		170		1
				LIFE AND HEALTH INSURANCE					
16-00305	4		6.50	001-1120-513-2300	Expenditure		171		1
				LIFE AND HEALTH INSURANCE					
16-00305	5		6.50	001-1170-513-2300	Expenditure		172		1
				LIFE AND HEALTH INSURANCE					
16-00305	6		6.50	001-2110-522-2300	Expenditure		173		1
				LIFE AND HEALTH INSURANCE					
16-00305	7		19.50	001-2110-522-2300	Expenditure		174		1
				LIFE AND HEALTH INSURANCE					
16-00305	8		39.00	001-2130-526-2300	Expenditure		175		1
				LIFE AND HEALTH INSURANCE					
16-00305	9		32.50	001-2220-521-2300	Expenditure		176		1
				LIFE AND HEALTH INSURANCE					
16-00305	10		52.00	001-2230-521-2300	Expenditure		177		1
				LIFE AND HEALTH INSURANCE					
16-00305	11		52.00	001-2250-519-2300	Expenditure		178		1
				LIFE AND HEALTH INSURANCE					
16-00305	12		32.50	401-3010-539-2300	Expenditure		179		1
				LIFE AND HEALTH INSURANCE					
16-00305	13		13.00	401-3111-533-2300	Expenditure		180		1
				LIFE AND HEALTH INSURANCE					
16-00305	14		6.50	401-3121-535-2300	Expenditure		181		1
				LIFE AND HEALTH INSURANCE					
16-00305	15		6.50	401-3131-536-2300	Expenditure		182		1
				LIFE AND HEALTH INSURANCE					
16-00305	16		6.50	001-3310-519-2300	Expenditure		183		1
				LIFE AND HEALTH INSURANCE					
16-00305	17		6.50	401-3410-539-2300	Expenditure		184		1
				LIFE AND HEALTH INSURANCE					
16-00305	18		13.00	101-3412-541-2300	Expenditure		185		1
				LIFE AND HEALTH INSURANCE					
16-00305	19		6.50	001-3513-572-2300	Expenditure		186		1
				LIFE AND HEALTH INSURANCE					
16-00305	20		13.00	001-3514-572-2300	Expenditure		187		1
				LIFE AND HEALTH INSURANCE					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Seq	Acct
101-0000		General Operating Account		Continued					
174710 P & A		GROUP, THE		Continued					
16-00305	21		6.50	001-3612-572-2300	Expenditure		188		1
				LIFE AND HEALTH INSURANCE					
16-00305	22		13.00	001-3613-572-2300	Expenditure		189		1
				LIFE AND HEALTH INSURANCE					
16-00305	23		13.00	001-4020-515-2300	Expenditure		190		1
				LIFE AND HEALTH INSURANCE					
16-00305	24		6.50	001-4021-524-2300	Expenditure		191		1
				LIFE AND HEALTH INSURANCE					
			<u>383.50</u>						
174711	08/26/16	PETRO005 PETROLEUM TRADERS CORP.							13
00129437	2	INVENTORY - FUEL	13,539.55	001-141-1200	G/L		46		1
				INVENTORY - FUEL					
00129438	2	INVENTORY - FUEL	12,946.12	001-141-1200	G/L		47		1
				INVENTORY - FUEL					
			<u>26,485.67</u>						
174712	08/26/16	PJQIN005 PJQ INC. CONCRETE							13
16-00143	1	Replace damaged head wall	1,375.00	403-3115-535-6300	Expenditure		118		1
				IMPROVE OTHER THAN BLD.					
16-00143	2	Repair Driveway Apron #2644	2,182.45	403-3115-535-6300	Expenditure		119		1
				IMPROVE OTHER THAN BLD.					
16-00143	3	Remove/Replace Mitered End	850.00	403-3115-535-6300	Expenditure		120		1
				IMPROVE OTHER THAN BLD.					
16-00143	4	Remove/Replace Concrete Flume	950.00	403-3115-535-6300	Expenditure		121		1
				IMPROVE OTHER THAN BLD.					
16-00143	5	Remove/Replace Mitered End	600.00	403-3115-535-6300	Expenditure		122		1
				IMPROVE OTHER THAN BLD.					
			<u>5,957.45</u>						
174713	08/26/16	POWER020 POWER DMS, INC.							13
16-00232	1	Annual Subscriptoin Services	5,139.29	001-2220-521-4600	Expenditure		151		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
174714	08/26/16	PRIDE005 PRIDE ENTERPRISES							13
00130151	5	INVENTORY - CITY GARAGE	22.00	001-141-1400	G/L		84		1
				INVENTORY - CITY GARAGE					
00130151	6	INVENTORY - CITY GARAGE	553.13	001-141-1400	G/L		85		1
				INVENTORY - CITY GARAGE					
			<u>575.13</u>						
174715	08/26/16	PROTR005 PRO TREE KUSTOMS AND AUTO COLL							13
00129423	2	INVENTORY - CITY GARAGE	161.58	001-2220-521-4650	Expenditure		43		1
				VEHICLE MAINTENANCE					
00129423	3	INVENTORY - CITY GARAGE	924.00	402-3210-534-4650	Expenditure		44		1
				VEHICLE MAINTENANCE					
			<u>1,085.58</u>						
174716	08/26/16	PUBLI015 PUBLIC RESOURCES MNGMNT GROUP,							13
16-00171	2	Parks & Rec Impact Fee Study	285.60	001-3613-572-3100	Expenditure		122		1
				PROFESSIONAL SERVICES					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account		Continued					
174717	08/26/16	QUADM005 QUADMED, INC.						13	
00130245	3	OPERATING SUPPLIES	117.71	001-2130-526-5200 OPERATING SUPPLIES	Expenditure	89		1	
174718	08/26/16	RANDY005 RANDY MEANS CONSULTING						13	
00127157	1	PROFESSIONAL SERVICES	275.00	001-2210-521-3100 PROFESSIONAL SERVICES	Expenditure	6		1	
174719	08/26/16	RAPID005 RAPID SYSTEMS						13	
00128937	4	COMMUNICATIONS AND FREIGHT	2,698.75	001-5110-519-4100 COMMUNICATIONS SERVICES	Expenditure	30		1	
174720	08/26/16	RENTA010 RENTAS, WENDER						13	
16-00332	1	FACILITY USE DEPOSIT REFUND	180.00	001-220-0004 DEPOSITS - RECREATION	G/L	302		1	
174721	08/26/16	REVRT005 REV RTC, INC.						13	
00130166	1	VEHICLE MAINTENANCE	22,767.00	001-2120-522-4650 VEHICLE MAINTENANCE	Expenditure	87		1	
174722	08/26/16	RHIMM005 RHIM, MONIQUE						13	
16-00331	1	FACILITY USE REFUND DEPOSIT	200.00	001-220-0004 DEPOSITS - RECREATION	G/L	301		1	
174723	08/26/16	RIBNI005 RIBNIKAR, DANIEL						13	
16-00307	1		100.00	401-3111-533-5500 TRAINING	Expenditure	229		1	
174724	08/26/16	ROBER030 ROBERSON, QUANTARY						13	
16-00333	1	FACILITY USE DEPOSIT REFUND	200.00	001-220-0004 DEPOSITS - RECREATION	G/L	309		1	
174725	08/26/16	RTCMA005 RTC MANUFACTURING INC						13	
16-00203	1	AP22 Traffic Light Controllers	1,356.00	101-3412-541-4600 REPAIR & MAINT.-BLDG.& EQUIPMENT	Expenditure	148		1	
16-00203	2	SHIPPING	160.00	101-3412-541-4600 REPAIR & MAINT.-BLDG.& EQUIPMENT	Expenditure	149		1	
			<u>1,516.00</u>						
174726	08/26/16	RUSSO005 RUSSO, JEREMY						13	
16-00330	1		100.77	001-342-6000 AMBULANCE FEES	Revenue	300		1	
174727	08/26/16	SHEPA005 SHEPARD, SMITH & CASSADY, P.A.						13	
00127206	1	LEGAL SERVICE - CITY ATTOREY	3,539.00	001-1015-512-3150 LEGAL SERVICE - CITY ATTOREY	Expenditure	7		1	
00127206	2	LEGAL SERVICE - CITY ATTOREY	12,655.50	001-1015-512-3150 LEGAL SERVICE - CITY ATTOREY	Expenditure	8		1	
00127206	3	LEGAL SERVICE - CITY ATTOREY	1,427.00	001-1015-512-3150 LEGAL SERVICE - CITY ATTOREY	Expenditure	9		1	

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account							
174727		SHEPARD, SMITH & CASSADY, P.A. Continued							
00127206	4	LEGAL SERVICE - CITY ATTORNEY	1,197.00	001-1015-512-3150	Expenditure		10		1
				LEGAL SERVICE - CITY ATTORNEY					
			<u>18,818.50</u>						
174728	08/26/16	TAMPA010 TAMPA CRANE & BODY, INC.							13
00129163	3	INVENTORY - CITY GARAGE	3,654.69	402-3210-534-4650	Expenditure		38		1
				VEHICLE MAINTENANCE					
00129163	4	INVENTORY - CITY GARAGE	200.00	402-3210-534-4650	Expenditure		39		1
				VEHICLE MAINTENANCE					
00129163	5	INVENTORY - CITY GARAGE	3,147.20	402-3210-534-4650	Expenditure		40		1
				VEHICLE MAINTENANCE					
00129163	6	INVENTORY - CITY GARAGE	83.71	401-3141-533-4650	Expenditure		41		1
				VEHICLE MAINTENANCE					
			<u>7,085.60</u>						
174729	08/26/16	TANKS005 SHELLEY'S SEPTIC TANKS							13
16-00090	14	WRF Sludge Hauling, Load	950.00	401-3121-535-4900	Expenditure		102		1
				OTHER CURRENT CHARGES					
174730	08/26/16	TASER005 TASER INTERNATIONAL, INC.							13
00130092	1	OPERATING SUPPLIES	514.96	001-2230-521-5200	Expenditure		310		1
				OPERATING SUPPLIES					
174731	08/26/16	TESSC005 TESSCO INCORPORATED							13
00129721	1	INVENTORY - CITY GARAGE	255.42	001-2220-521-4650	Expenditure		65		1
				VEHICLE MAINTENANCE					
00129721	2	INVENTORY - CITY GARAGE	293.68	001-2220-521-4650	Expenditure		66		1
				VEHICLE MAINTENANCE					
00130165	1	VEHICLE MAINTENANCE	184.81	001-2120-522-5200	Expenditure		86		1
				OPERATING SUPPLIES					
			<u>733.91</u>						
174732	08/26/16	TRACE005 TRACER ELECTRONICS LLC							13
16-00102	1	GPR Locate Machine Repair	160.00	401-3141-533-5200	Expenditure		114		1
				OPERATING SUPPLIES					
174733	08/26/16	TRANS025 TRANSUNION RISK AND ALTERNATIV							13
00127519	1	COMMUNICATIONS & FREIGHT	200.00	001-2220-521-4100	Expenditure		23		1
				COMMUNICATIONS SERVICES					
174734	08/26/16	USSUR005 U S SURPLUS SALES, INC.							13
00129773	1	OPERATING SUPPLIES - GRANTS	540.00	150-2210-521-5200	Expenditure		67		1
				OPERATING SUPPLIES - GRANTS					
00129773	2	OPERATING SUPPLIES - GRANTS	540.00	150-2210-521-5200	Expenditure		68		1
				OPERATING SUPPLIES - GRANTS					
00129773	3	OPERATING SUPPLIES - GRANTS	540.00	150-2210-521-5200	Expenditure		69		1
				OPERATING SUPPLIES - GRANTS					
00129773	4	OPERATING SUPPLIES - GRANTS	540.00	150-2210-521-5200	Expenditure		70		1
				OPERATING SUPPLIES - GRANTS					
16-00191	1	Detective Gear	55.00	001-2230-521-5200	Expenditure		120		1
				OPERATING SUPPLIES					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account		Continued					
174734		U S SURPLUS SALES, INC.		Continued					
16-00191		2 Detective Gear	105.80	001-2230-521-5200	Expenditure		140		1
				OPERATING SUPPLIES					
			<u>2,320.80</u>						
174735	08/26/16	VERME005 VERMEER SOUTHEAST SALES & SERV							13
00128966		2 VEHICLE MAINTENANCE	414.05	401-3141-533-4650	Expenditure		31		1
				VEHICLE MAINTENANCE					
174736	08/26/16	WADLE005 WADLEY, ELEANOR							13
16-00335		1 FACILITY USE DEPOSIT REFUND	250.00	001-220-0012	G/L		305		1
				DEPOSITS - COMMUNITY CENTER					
16-00335		2 FACILITY USE DEPOSIT REFUND	390.00	001-362-0003	Revenue		306		1
				RENTAL OF CITY PROPERTY - COMMUNITY CENT					
			<u>640.00</u>						
174737	08/26/16	WESCO005 WESCO TURF , INC.							13
00129641		6 INVENTORY - CITY GARAGE	111.41	001-3514-572-4650	Expenditure		63		1
				VEHICLE MAINTENANCE					
00129641		7 INVENTORY - CITY GARAGE	36.08	001-3514-572-4650	Expenditure		64		1
				VEHICLE MAINTENANCE					
			<u>147.49</u>						
174738	08/26/16	WHOLE005 ID WHOLESALER							13
00129999		1 EQUIPMENT AND MACHINERY	2,199.99	001-2220-521-6400	Expenditure		79		1
				EQUIPMENT AND MACHINERY					
174739	08/26/16	WILLI010 WILLIAMS, ALONZO							13
16-00301		1 AUG 2016 COUNC RTRMENT	237.50	001-1010-512-1200	Expenditure		164		1
				REGULAR SALARIES AND WAGES					
174740	08/26/16	WSDAR005 W. S. DARLEY & COMPANY							13
00129902		1 VEHICLE MAINTENANCE	513.83	001-2120-522-4650	Expenditure		78		1
				VEHICLE MAINTENANCE					
16-00043		1 Purchase of Class A Foam	2,313.08	001-2120-522-5200	Expenditure		95		1
				OPERATING SUPPLIES					
			<u>2,826.91</u>						
174741	08/27/16	SUNTR005 SUNTRUST BANK				08/27/16 VOID			0
174742	08/27/16	SUNTR005 SUNTRUST BANK							14
00129012		1 OPERATING SUPPLIES	58.98	001-5110-519-5200	Expenditure		1		1
				OPERATING SUPPLIES					
00129056		1 TRAVEL & PER DIEM	516.00	001-2230-521-4000	Expenditure		2		1
				TRAVEL & PER DIEM					
00129113		2 MACHINERY AND EQUIPMENT	179.99	001-5110-519-6400	Expenditure		31		1
				MACHINERY AND EQUIPMENT					
00129958		1 TRAVEL & PER DIEM	364.00	001-1010-512-4000	Expenditure		4		1
				TRAVEL & PER DIEM					
00129958		2 TRAVEL & PER DIEM	2,184.00	001-1010-512-4000	Expenditure		5		1
				TRAVEL & PER DIEM					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Seq	Acct
101-0000		General Operating Account		Continued					
174742		SUNTRUST BANK		Continued					
00130067	1	TRAVEL & PER DIEM	546.00	001-4020-515-4000	Expenditure		6		1
				TRAVEL & PER DIEM					
00130139	1	OPERATING SUPPLIES	77.34	001-1010-512-5200	Expenditure		7		1
				OPERATING SUPPLIES					
00130169	1	OPERATING SUPPLIES	1,940.00	001-2120-522-5200	Expenditure		8		1
				OPERATING SUPPLIES					
00130187	1	OPERATING SUPPLIES	105.00	001-2220-521-5200	Expenditure		9		1
				OPERATING SUPPLIES					
00130187	2	OPERATING SUPPLIES	45.00	001-2220-521-5200	Expenditure		10		1
				OPERATING SUPPLIES					
00130190	1	OPERATING SUPPLIES	1,210.00	001-3613-572-5200	Expenditure		11		1
				OPERATING SUPPLIES					
00130193	1	VEHICLE MAINTENANCE	100.31	001-2230-521-4650	Expenditure		12		1
				VEHICLE MAINTENANCE					
00130194	1	OPERATING SUPPLIES	2,117.31	001-1010-512-5200	Expenditure		13		1
				OPERATING SUPPLIES					
00130204	1	REPAIR & MAINT.-BLDG.& EQUIPME	399.96	001-2120-522-4600	Expenditure		14		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
00130207	1	BOOKS, PUBLICATIONS, SUBSCRIPT	160.00	001-3613-572-5400	Expenditure		15		1
				BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM					
00130208	1	TRAINING	375.00	001-3613-572-5500	Expenditure		16		1
				TRAINING					
00130223	1	OPERATING SUPPLIES	77.94	001-5110-519-5200	Expenditure		17		1
				OPERATING SUPPLIES					
00130251	1	TRAINING	650.00	001-1025-513-5500	Expenditure		18		1
				TRAINING					
00130287	1	OPERATING SUPPLIES	200.00	001-1025-513-5200	Expenditure		19		1
				OPERATING SUPPLIES					
16-00013	1	Urban Land Institute - MReggen	220.00	001-4020-515-5400	Expenditure		20		1
				BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM					
16-00014	1	AYW Closing Ceremony Supplies	79.39	001-1025-513-3400	Expenditure		21		1
				OTHER CONTRACTUAL SERVICES					
16-00045	1	Universal ambulance mounts	183.93	001-2130-526-4650	Expenditure		23		1
				VEHICLE MAINTENANCE					
16-00075	1	Domain Hosting Renewal	203.40	001-5110-519-5200	Expenditure		24		1
				OPERATING SUPPLIES					
16-00085	1		199.99	001-2110-522-5200	Expenditure		25		1
				OPERATING SUPPLIES					
16-00106	1	Hotel - Burk Class In Jax	445.00	001-2230-521-4000	Expenditure		26		1
				TRAVEL & PER DIEM					
16-00271	1	70" MONITORS AND CLICKSHARE	997.51	001-5110-519-3400	Expenditure		27		1
				OTHER CONTRACTUAL SERVICES					
16-00271	2	70" MONITORS AND CLICKSHARE	2,496.00	001-5110-519-3400	Expenditure		28		1
				OTHER CONTRACTUAL SERVICES					
16-00346	1		230.00	402-3210-534-4000	Expenditure		29		1
				TRAVEL & PER DIEM					
16-00347	1		243.36	001-1010-512-5400	Expenditure		30		1
				BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM					
			16,605.41						

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Ref Num
101-0000		General Operating Account	Continued					
Checking Account Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>		
		Checks:	327	16	2,393,236.82	57,217.09		
		Direct Deposit:	0	0	0.00	0.00		
		Total:	<u>327</u>	<u>16</u>	<u>2,393,236.82</u>	<u>57,217.09</u>		
Report Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>		
		Checks:	327	16	2,393,236.82	57,217.09		
		Direct Deposit:	0	0	0.00	0.00		
		Total:	<u>327</u>	<u>16</u>	<u>2,393,236.82</u>	<u>57,217.09</u>		

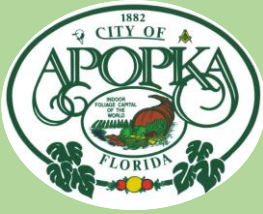
Totals by Year-Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	6-001	963,627.11	4,560.82	236,365.08	1,204,553.01
STREET IMPROVEMENTS FUND	6-101	179,401.80	0.00	0.00	179,401.80
POLICE DISCRETIONARY FUND	6-106	5,933.17	0.00	0.00	5,933.17
STORMWATER SPECIAL REVENUE FUND	6-120	260.00	0.00	0.00	260.00
GRANT FUND	6-150	5,715.18	0.00	0.00	5,715.18
WATER & WASTEWATER OPERATING FUND	6-401	455,985.42	0.00	24,973.37	480,958.79
SANITATION	6-402	149,105.55	0.00	0.00	149,105.55
WATER, WASTERWATER AND REUSE	6-403	340,208.12	0.00	0.00	340,208.12
AIRPORT	6-410	3,256.80	0.00	23,844.40	27,101.20
Total of All Funds:		<u>2,103,493.15</u>	<u>4,560.82</u>	<u>285,182.85</u>	<u>2,393,236.82</u>

Totals by Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	001	963,627.11	4,560.82	236,365.08	1,204,553.01
STREET IMPROVEMENTS FUND	101	179,401.80	0.00	0.00	179,401.80
POLICE DISCRETIONARY FUND	106	5,933.17	0.00	0.00	5,933.17
STORMWATER SPECIAL REVENUE FUND	120	260.00	0.00	0.00	260.00
GRANT FUND	150	5,715.18	0.00	0.00	5,715.18
WATER & WASTEWATER OPERATING FUND	401	455,985.42	0.00	24,973.37	480,958.79
SANITATION	402	149,105.55	0.00	0.00	149,105.55
WATER, WASTERWATER AND REUSE	403	340,208.12	0.00	0.00	340,208.12
AIRPORT	410	3,256.80	0.00	23,844.40	27,101.20
Total of All Funds:		<u>2,103,493.15</u>	<u>4,560.82</u>	<u>285,182.85</u>	<u>2,393,236.82</u>

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
GENERAL FUND	6-001	963,627.11	0.00	0.00	0.00	963,627.11
STREET IMPROVEMENTS FUND	6-101	179,401.80	0.00	0.00	0.00	179,401.80
POLICE DISCRETIONARY FUND	6-106	5,933.17	0.00	0.00	0.00	5,933.17
STORMWATER SPECIAL REVENUE FUND	6-120	260.00	0.00	0.00	0.00	260.00
GRANT FUND	6-150	5,715.18	0.00	0.00	0.00	5,715.18
WATER & WASTEWATER OPERATING FUND	6-401	455,985.42	0.00	0.00	0.00	455,985.42
SANITATION	6-402	149,105.55	0.00	0.00	0.00	149,105.55
WATER, WASTERWATER AND REUSE	6-403	340,208.12	0.00	0.00	0.00	340,208.12
AIRPORT	6-410	3,256.80	0.00	0.00	0.00	3,256.80
Total of All Funds:		<u>2,103,493.15</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,103,493.15</u>

Backup material for agenda item:

2. Approve an annual maintenance agreement with Motorola.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: October 5, 2016
 FROM: Police Department
 EXHIBITS: Agreements

SUBJECT: EXECUTE ANNUAL MOTOROLA SYSTEM MAINTENANCE AGREEMENT.

Request: REQUEST COUNCIL APPROVAL FOR THE MAYOR OR DESIGNEE TO EXECUTE THE MOTOROLA MAINTENANCE AGREEMENT TO SUPPORT THE PUBLIC SAFETY AND GENERAL CITY SERVICES RADIO SYSTEMS.

SUMMARY:

The Police Department is responsible for the maintenance and support of the city’s public safety and general use communications systems.

The public safety radio system consists of mobile and portable radios, tower sites, communications center hardware, and other infrastructure. The city also utilizes and maintains a general use, wireless system providing point-to-point communication with city facilities (remote offices, fire stations, etc.), along with other remote sites within the city. This system, additionally, provides transmission services for the collection of data from the city’s water delivery system.

The maintenance agreement provides 24/7/365 support of both of these systems from October 1, 2016 through September 30, 2017. All funding is authorized in the adopted 2016-2017 City of Apopka budget.

FUNDING SOURCE:

Police Communications Maintenance Budget FY 16/17	
Systems 24/7/365 Maintenance (Public Safety and Point-to-Point)	\$575,060.16

RECOMMENDATION ACTION:

Authorize the Mayor to execute the agreement 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



SERVICES AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 (800) 247-2346

Contract Number: S00001018855
 Contract Modifier:

Date: 09/13/2016

Company Name:	Apopka Fire Dept, City Of
Attn:	
Billing Address:	112 E Sixth St
City, State, Zip:	Apopka,FL,32704
Customer Contact:	Lynn Pettingill
Phone:	(407)703-1771

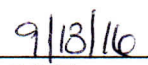
Required P.O.: No
 Customer # : 1011376531
 Bill to Tag # : 0006
 Contract Start Date: 10/01/2016
 Contract End Date: 09/30/2017
 Anniversary Day: Sep 30th
 Payment Cycle: MONTHLY
 PO # :

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
12	Monthly	2016-2017 Listed Services	\$47,921.68	\$575,060.16
		Total Services	\$47,921.68	\$575,060.16
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS		Subtotal - Recurring Services		
		Subtotal - One-Time Event Services		
		Total	\$47,921.68	\$575,060.16
		Taxes	-	-
		Grand Total	\$47,921.68	\$575,060.16
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.				
		Subcontractor(s)	City	State
		MOTOROLA - ORANGE COUNTY (DO222)	LAKE MARY	FL
		MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
		MOTOROLA SOLUTIONS-MOTOROLA	SCHAUMBURGH	IL
		MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067	SCHAUMBURGH	IL
		MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURGH	IL
		MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURGH	IL
		RAPID SYSTEMS INC	TAMPA	FL
		NICE SYSTEMS INC	RESTON	VA

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
-------------------------------	-------	------

CUSTOMER (PRINT NAME)

		
---	---	---

MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
------------------------------------	-------	------

Janet Lim	407-574-0091	
-----------	--------------	--

MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	
-------------------------------------	-------	--

Company Name: Apopka Fire Dept, City Of
Contract Number: S00001018855
Contract Modifier:
Contract Start Date: 10/01/2016
Contract End Date: 09/30/2017

	2016-2017
P25 Maintenance	\$275,070.18
Wireless Maintenance	\$299,990.00
Total	\$575,060.18

P25 Radio Maintenance includes:

- ~ Network Security Monitoring
- ~ Infrastructure Repair with Advanced Replacement
- ~ Dispatch Service
- ~ Network Monitoring Service
- ~ Technical Support
- ~ Network Preventative Maintenance
- ~ Onsite Infrastructure Response
- ~ Microwave Services
- ~ Subscriber Repair
- ~ NICE Gold
- ~ SUS

Wireless maintenance includes:

- ~ Onsite Response with Local Dispatch - telephone access to Rapid Systems, dispatching of technician
- ~ Network Monitoring - remote monitoring of system
- ~ Preventative Maintenance - mitigation of failures before they occur by regular inspections
- ~ Infrastructure Repair - equipment repair
- ~ Onsite Engineering & Support - Rapid Systems onsite support of system

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customers location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customers sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RE

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customers premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of th

in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

Backup material for agenda item:

3. 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: October 5, 2016
FROM: Public Services
EXHIBITS: Contract

SUBJECT: INMATE WORK SQUADS CONTRACT III - #WS1084

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

SUMMARY:

On September 3, 2014, City Council approved Inmate Work Squad Contract III (#1084) for the City. The contract will expire December 21, 2016.

The Department of Corrections has established a new contract and has requested the City execute a new contract for this Inmate Work Squad. The new contract number will be #WS1084 and the contract will be effective for a one-year term, beginning December 22, 2016, 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 contract #WS1084 with the Department of Corrections for an inmate work squad.

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

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 and Rules 33-601.201 and 33-601.202, Florida Administrative Code, 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 December 22, 2016, 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 December 21, 2017, 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 one (1) additional one (1) year period 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 sixty (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), Florida Administrative Code, 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(s) 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) working 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 expenses 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 Contract Manager in writing prior to assignment of the work squad. Depending upon the method of communication provided, the 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, Central Office, 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 Contract Manager. The 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 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 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) working 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 to is as follows:

Dennis F. Carter
 City of Apopka
 748 East Cleveland Street
 Apopka, Florida 32703
 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) 208-8151

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:

Operations Manager, Contract Administration
Bureau of Contract Management and Monitoring
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 East Cleveland Street
Apopka, Florida 32703
Telephone: (407) 703-1731

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 thirty (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 94S.10, Florida Statutes, made or received by the Agency in conjunction with this Agreement. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Agreement.

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 Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Director of Institutional Operations. The Director of Institutional Operations shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the 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), Florida Statutes, 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, Florida Statutes, 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.

REMAINDER OF SPACE INTENTIONALLY LEFT BLANK

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 WHEREOF, 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: **Kelley J. Scott**

TITLE: **Director, Office of Administration**

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 W1084 Effective December 22, 2016**

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

Total Annual Cost

Per Officer Annual Cost

**I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES
TO BE REIMBURSED BY THE AGENCY:**

Officers Salary	# Officer: Multiplier	1		
Salary Incentive Payment		\$ 54,194.00	**	\$ 54,194.00
Repair and Maintenance		\$ 1,128.00		\$ 1,128.00
State Personnel Assessment		\$ 121.00		\$ 121.00
Training/Criminal Justice Standards		\$ 354.00		\$ 354.00
Uniform Purchase		\$ 200.00		\$ 200.00
Uniform Maintenance		\$ 400.00		\$ 400.00
Training/Criminal Justice Standards *		\$ 350.00		\$ 350.00
		\$ 86,972.00		\$ 86,972.00
TOTAL - To Be Billed By Contract To Agency				\$ 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, steff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, ligloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

\$	750.00
----	--------

TOTAL - To Be Billed By Contract To Agency

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
 EMPLOYEE TRAILER REQUIRED: YES NO

116

Addendum A
Inmate Work Squad Detail of Costs for City of Apopka
Interagency Contract Number W1084 Effective December 22, 2016

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:

Hand Held Radio	MACOM	\$4969.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle Mounted Radio	MACOM	\$5400.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOTAL Operating Capital To Be Advanced By Agency								

Total Cost	Bill To Agency	Provided By Agency	Already Exists
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

- Operating Capital - from Section IV
- Grand Total - To Be Advanced By Agency At Contract Signing:**

Total Cost
\$0.00
\$0.00

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:

- Corredional Officer Salaries and Position-Related Expenses - from Section I.
- Other Related Expenses and Security Supplies - from Section II.
- Grand Total - To Be Billed To Agency By Contract**

Total Cost
\$56,747.00
\$750.00
\$57,497.00

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:

(Total of Sections V. and VI.)

Total Cost
\$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 W1084 Effective December 22, 2016

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.

The Department's 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 \$760.00 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.

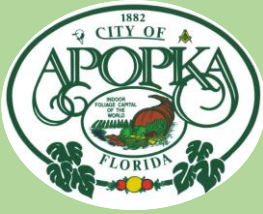
The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.

Section VIII.

Any agreement in this area will be billed separately as charges are incurred.

Backup material for agenda item:

4. Award a contract for lobbyist services to Gray Robinson.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: October 5, 2016
 FROM: Administration
 EXHIBITS: 1) Rating Results of RFP
 2) Proposal Submitted by Gray Robinson

SUBJECT: RESULTS OF REQUEST FOR PROPOSALS FOR FEDERAL AND STATE LEGISLATIVE LOBBYIST SERVICES

REQUEST: REVIEW ATTACHMENTS AND CONSIDER ENGAGING GRAY ROBINSON AS THE LOBBYIST FOR THE CITY OF APOPKA

SUMMARY:

City Staff recently released a Request for Proposals for qualified firms to perform State and Federal Lobbying services. A total of six [6] firms responded. In alphabetical order they were:

1. Gray Robinson
2. JEJ and Associates
3. Kathy S. Till and Associates
4. Pebbles and Smith, LLC
5. Southern Strategies Group
6. Wexford Strategies

A competitive selection process was used to rank the six firms. Five [5] areas were examined and scored as follows:

1. Understanding of the City of Apopka budgetary and policy needs and the proposers proposed methods and strategies to meet those needs – 10 points,
2. Qualifications of the firm – experience in State Lobbyist Services, knowledge of legislative affairs, interpretations of legal implications, legislative policy statements, major successes for clients, credentials, qualifications, licenses, insurance, experience of staff to be assigned to this contract – 30 points,
3. References and proposed reports and other correspondence offered – 20 points,
4. Relationships, Resources and Capabilities – Existing relationships with State of Florida Legislative Delegation and with other Key Legislators and support staff. Also other resources and capabilities your firm will provide to this contract – 30 points,
5. Cost to the City – 10 points.

The City Administrator, Glenn Irby; Finance Director, Pam Barclay and Fire Chief Chuck Carnesale acted as the review committee. After the submissions from the firms were received, they were given to the review committee to review independently over several days. After this, the committee met and compared scores and discussed the results. Scores were as follows:

City of Apopka
 Results of Request for Proposals
 Federal and State Legislative Lobbyist Services

	Total Annual Cost	3 - Year Total Cost	Max Points	Glenn	Chuck	Pam	Total Points Awarded
1 Gray Robinson	\$90,000	\$270,000	300	94	100	77	271
2 Kathy S. Till and Associates	\$66,000	\$198,000	300	72	80	70	222
3 Southern Strategies Group	\$132,000	\$396,000	300	79	75	67	221
4 Pebbles & Smith, LLC	\$72,000	\$216,000	300	74	65	79	218
5 JEJ & Associates	\$110,000	\$330,000	300	75	70	73	218
6 Wexford Strategies	\$100,000	\$300,000	300	67	50	66	183

FUNDING SOURCE:

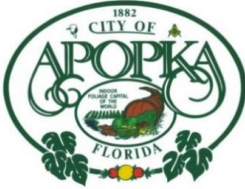
This service is budgeted within the General Fund for fiscal year 2017 at \$132,000.

RECOMMENDATION ACTION:

From all written presentations received the review committee believes Gray Robinson is best suited to perform this service and recommends the City Council direct the City Administrator to enter into a contract with them for services to begin during the month of October 2016.

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



**RFQ 2016-14 REQUEST FOR PROPOSAL
FOR FEDERAL & STATE LOBBYIST SERVICES
EVALUATION SUMMARY
RANKING BY POINTS AWARDED**

EVALUATION FACTOR	MAXIMUM POINTS AVAILABLE	Gray Robinson	Kathy S. Till and Assoc	Southern Strategies Group	Pebbles & Smith, LLC	JEJ & Assoc	Wexford Strategies
Understanding of City of Apopka, budgetary and policy needs and the proposers proposed methods, strategies to meet those needs.	30	25	27	18	15	25	15
Qualifications of the firm – Experience in State Lobbyist Services. Knowledge of legislative affairs, interpretations of legal implications, legislative policy statements, major successes for clients, credentials, qualifications, licenses, insurance, Experience of staff assigned to this contract.	90	88	55	70	85	75	60
References; and proposed reports and other correspondence offered	60	48	50	50	25	22	30
Relationships, Resources and Capabilities – Existing relationships with State of Florida Legislative Delegation and with other Key Legislators and support staff. Also other resources and capabilities your firm will provide to this contract.	90	85	60	75	70	80	60
Cost to the City	30	25	30	8	23	16	18
TOTAL POINTS AWARDED	300	271	222	221	218	218	183

A. Letter of Interest

September 8, 2016

R. John Dufresne
Purchasing Manager
City of Apopka
120 E. Main Street
Apopka, FL 32703-5346

Dear Mr. Dufresne,

GrayRobinson, P.A. and Jenkins Hill Consulting, LLC are pleased to submit our qualifications to the City of Apopka (the "City") in response to Request for Proposal #2016-14, Federal and State Legislative Lobbyist Services. My contact information is as follows:

GrayRobinson, P.A.
301 East Pine Street
Suite 1400
Orlando, Florida 32801
Phone: 407-843-8880
Direct line: 407-244-5649
Mobile: 352-514-2196
Fax: 407-244-5690
chris.carmody@gray-robinson.com

We fully understand the scope of work and have many decades of experience providing government relations services before the legislative and executive branches of Florida's State Government and the United States Government. The GrayRobinson lobbying team is comprised of 16 professional lobbyists along with experienced administrative support staff. Our internal culture is collaborative; we embrace the team model to manage issues. Government relations requires a series of tasks and asks that lead to a result. The team model helps insure we achieve that result, by relying on the best person to perform the required task or make the necessary ask. That style will be utilized for the benefit of the City of Apopka at my direction serving as the principal consultant. In this role, I will be your primary point of contact and accountability, and will actively supervise all research, analysis, strategy creation, and implementation for the City. Jenkins Hill Consulting will "stand ready" and be prepared on an as-needed basis to address Federal Government issues as they might arise. Also available as needed are GrayRobinson's 300 attorneys for any legal matter that may arise during the course of, or related to this representation. This includes Ms. Mayanne Downs, the City Attorney for the City of Orlando and GrayRobinson's President and Managing Director.

We thank you for this opportunity to represent you and look forward to hearing from you.

Sincerely,




Christopher L. Carmody, Jr.
Shareholder

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Apopka, City Hall, City Clerk's Office, 120 E. Main Street, Apopka, FL 32703, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

Submitted  9/8/16
(signature) (date)

Name (printed) Christopher L. Carmody, Jr. Title: Shareholder

Company: (Legal Registration) GrayRobinson, P.A.

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address: 301 East Pine Street, Suite 1400

City Orlando State: FL Zip 32801

Telephone No. 407-843-8880 FAX No. 407-244-5690 Email: chris.carmody@gray-robinson.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): N/A

Payment Terms (section 1.04): N/A Total Bid Discount (section 1.05): N/A

Does your firm qualify for MBE or WBE status (section 1.09): MBE N/A WBE N/A

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No. 1, 2, 3

Date Issued 1 & 2 issued August 26, 2016
3rd issued September 6, 2016

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES X NO

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variances: N/A

RFP #2016-14 – RESPONDENTS CERTIFICATION

I have carefully examined the Request for Proposal.

I hereby propose to furnish the services specified in the Request for Proposal. I agree that my submittal will remain firm for a period of at least 120 days in order to allow the City adequate time to evaluate the submittals and determine a ranking of the most qualified firms.

I certify that all information contained in this submittal is truthful. I further certify that I am duly authorized to provide this submittal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation tendering a submittal for the same service; that no officer, employee, or agent of the City of Apopka or any other respondent is interested in said submittal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

GrayRobinson, P.A.

NAME OF BUSINESS



SIGNATURE

Christopher L. Carmody, Jr., Shareholder

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

301 East Pine Street, Suite 1400

Orlando, Florida 32801

CITY, STATE, ZIP CODE

(407) 843-8880

TELEPHONE NUMBER

(407) 244-5690

FAX NUMBER

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was sworn to and subscribed before me this 8th day
of September, 2016 by Christopher L. Carmody who is
 personally known to me or produced _____ as identification.

Marie Blakeslee
NOTARY PUBLIC, State of Florida

Print Name: Marie Blakeslee

Commission Expires: _____



Marie Blakeslee
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF943860
Expires 1/24/2020

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No. 1, 2, 3

Date Issued 1 & 2 issued August 26, 2016
3rd issued September 6, 2016

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES _____ NO X _____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variations:

N/A

RFP #2016-14 – RESPONDENTS CERTIFICATION

I have carefully examined the Request for Proposal.

I hereby propose to furnish the services specified in the Request for Proposal. I agree that my submittal will remain firm for a period of at least 120 days in order to allow the City adequate time to evaluate the submittals and determine a ranking of the most qualified firms.

I certify that all information contained in this submittal is truthful. I further certify that I am duly authorized to provide this submittal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation tendering a submittal for the same service; that no officer, employee, or agent of the City of Apopka or any other respondent is interested in said submittal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Jenkins Hill Consulting, LLC

NAME OF BUSINESS



SIGNATURE

Scott Barnhart, Principal

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

444 N. Capitol Street, NW Suite 601

Washington, DC 20001

CITY, STATE, ZIP CODE

(202) 544-7990

TELEPHONE NUMBER

(202) 544-7706

FAX NUMBER

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was sworn to and subscribed before me this 2nd day
of September, 2016 by Scott Barnhart who is
 personally known to me or produced FL Driver License B156-117-67-206-0 as identification.

Karolyn Stewart
NOTARY PUBLIC, State of FL

Print Name: Karolyn Stewart

Commission Expires: Feb. 09, 2019



B. Professional Licenses and Certificates / Insurance Certificate

09/07/16
 06:00:33

2016 LEGISLATIVE LOBBYING FIRMS

- GrayRobinson PA (850) 577-9090**
 301 S Bronough St, Ste 600, Tallahassee, FL 32301
Cannon, Roy Dean Jr.
 301 S Bronough St, Ste 600, Tallahassee, FL 32301
Carmody, Christopher L.
 301 E Pine St, 301 E Pine St Ste 1400, Orlando, FL 32801-2741
Cretul, Larry
 301 S Bronough St, Ste 600, Tallahassee, FL 32301
Dawson, Christopher T.
 GrayRobinson PA, 301 S. Bronough Street, Suite 600, Tallahassee, FL 32301
Gray, John Charles
 Po Box 3068, Orlando, FL 32802-3068
Griffin, David
 GrayRobinson PA, 301 S Bronough St Ste 600, Tallahassee, FL 32301
Harbison, Rheb
 301 S Bronough St, Ste 600, Tallahassee, FL 32301
Harris, John J.
 GrayRobinson PA, PO Box 11189, Tallahassee, FL 32302
Huey, J. Michael
 301 S Bronough St, Ste 600, Tallahassee, FL 32301
Jackson, D. Ty
 301 S Bronough St, Ste 600, Tallahassee, FL 32301
Lorenzo, Cynthia
 301 S Bronough St, Ste 600, Tallahassee, FL 32301
Love, Jessica F.
 301 S Bronough St, 301 S Bronough St Ste 600, Tallahassee, FL 32301-1724
Meros, George N. Jr.
 301 S. Bronough Street, Suite 600, Tallahassee, FL 32302-3189
Pepper, Kirk
 301 S Bronough St, Ste 600, Tallahassee, FL 32301
Quintana, Marlene
 301 S Bronough St, 301 S Bronough St Ste 600, Tallahassee, FL 32301
Reeves, Richard A.
 301 S Bronough St, Ste 600, Tallahassee, FL 32301
Salzverg, Joseph R.
 301 S Bronough St, Suite 600, Tallahassee, FL 32301
Saunders, Burt L.
 8889 Pelican Bay Blvd, Ste 400, Naples, FL 34108
Steibly, Todd C.
 301 S Bronough St, Ste 600, Tallahassee, FL 32301
Stuart, Robert F. Jr.
 GrayRobinson PA, 301 S Bronough St Ste 600, Tallahassee, FL 32301
Unger, Jason L.
 GrayRobinson PA, 301 S Bronough St Ste 600, Tallahassee, FL 32301

OPR Lobbyist Registration & Reporting
Page 1 of 2

next Jump to page: 00

Clerk of the House of Representatives Legislative Resource Center B-100 Cannon Building Washington, DC 20515	Secretary of the Senate Office of Public Records 232 Hart Building Washington, DC 20510
---	--

SECRETARY OF THE SENATE
06 FEB 15 PM 1:59

LOBBYING REGISTRATION

Lobbying Disclosure Act of 1995 (Section 4)

Check if this is an Amended Registration I. Effective Date of Registration 1/20/2006

2. House Identification Number 37881 Senate Identification Number 303575

REGISTRANT

3. Registrant name Jenkins Hill Consulting, LLC
 Address 2422 Taylor Avenue
 City Alexandria State VA Zip 22302 USA

4. Principal place of business (if different than line 3)
 City Washington State DC Zip 20002 USA

5. Telephone number and contact name
202-544-7990 Contact Mr. C. Scott Bamhart E-mail scott@jenkinshillconsulting.com

6. General description of registrant's business or activities
General consultants

CLIENT A Lobbying firm is required to file a separate registration for each client. Organizations employing in-house lobbyists should check the box labeled "Self" and proceed to line 10. Self

7. Client name Escambia County, FL
 Address PO Box 1691
 City Pensacola State FL Zip 32591 USA

8. Principal place of business (if different than line 7)
 City _____ State _____ Zip _____

9. General description of client's business or activities
operates diversified internet businesses

LOBBYISTS

10. Name of each individual who has acted or is expected to act as a lobbyist for the client identified on line 7. If any person listed in this section has served as a "covered executive branch official" or "covered legislative branch official" within two years of first acting as a lobbyist for the client, state the executive and/or legislative position(s) in which the person served.

Name	Covered Official Position (if applicable)
C. Scott Bamhart	Principal
J. Brad Edwards	Principal
Nathan Blake	Director of Legislative Affairs

LD-105 (Rev. 4/04) Page 1 of 2

Insurance

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: MCGOUGH, SEIBEL & WILLIAMS OF GEORGIA, INC. 5605 Clearing Drive - Suite 300 Atlanta, GA 30342

INSURED: GrayRobinson, PA 501 East Pine Street, Suite 1400 Orlando, FL 32801

INSURER A: AXIS Insurance Company 37273
INSURER B: Henderson Indemnity Inc 22847
INSURER C: Societade Insurance Company 41297
INSURER D: CMBE Insurance Corporation 39217

ACORD CERTIFICATE OF LIABILITY INSURANCE

Client#: 1405411 131GRAYROB DATE (MM/DD/YYYY) 4/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: BEBET - J. Rolfe Davis 407 691-9600
P.O. Box 4927 Orlando, FL 32802-4927

INSURED: GrayRobinson PA P.O. Box 3068 Orlando, FL 32802

INSURER A: National Fire Ins Co of Hartford 20478
INSURER B: Valley Forge Insurance Co 20508
INSURER C: Transportation Insurance Co 20494
INSURER D: Hartford Ins Co of Southeast 38261

COVERAGES CERTIFICATE NUMBER: PSX1P22V REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	INSURANCE PERIOD	REVISION NUMBER	LIMITS
COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE \$ PERSONAL & ADV INJURY \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
AUTOMOBILE LIABILITY				OCURRED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB				EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY				EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Carrier A - \$10MM Claim / \$10MM Agg w/ \$250,000 Cap w/ \$500,000 Agg Retention
Carrier B - \$10MM Claim / \$10MM Agg w/ \$10MM Claim / \$10MM Agg
Carrier C - \$10MM Claim / \$10MM Agg w/ \$20MM Claim / \$20MM Agg
Carrier D - \$10MM Claim / \$10MM Agg w/ \$30MM Claim / \$30MM Agg

COVERAGES CERTIFICATE NUMBER: 16-17Mastor REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	INSURANCE PERIOD	REVISION NUMBER	LIMITS
A COMMERCIAL GENERAL LIABILITY	6012395102	04/15/2016	04/15/2016	EACH OCCURRENCE \$1,000,000 PERSONAL & ADV INJURY \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B AUTOMOBILE LIABILITY	6012395133	04/15/2016	04/15/2016	OCURRED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C UMBRELLA LIAB	6012395116	04/15/2016	04/15/2016	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000
D WORKERS COMPENSATION AND EMPLOYERS LIABILITY	21WBAP3508	08/09/2015	08/09/2016	EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured status is granted with respect to General Liability if required by written contract per form "Non-Contractor's Additional Insured Endorsement" form #CNAT4857X 01/15.

CERTIFICATE HOLDER: [Signature]

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: [Signature]

CERTIFICATE HOLDER: Gray Robinson, PA P.O. Box 3068 Orlando, FL 32802-3068

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: [Signature]

ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD

ACORD 25 (2010/02) 1 of 1 #S16004873/IM16003350 The ACORD name and logo are registered marks of ACORD PSBE

ACORD CERTIFICATE OF LIABILITY INSURANCE

JENKH-1 OP ID: MD 05/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Jenkin Hill Consulting, LLC 444 N. Capitol St. NW, Ste 601 Washington, DC 20001

INSURED: Jenkin Hill Consulting, LLC 444 N. Capitol St. NW, Ste 601 Washington, DC 20001

INSURER A: Cincinnati Insurance Company 10677

COVERAGES CERTIFICATE NUMBER: CAP 823 901 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	INSURANCE PERIOD	REVISION NUMBER	LIMITS
A COMMERCIAL GENERAL LIABILITY	CAP 823 901	04/15/2016	05/15/2017	EACH OCCURRENCE \$1,000,000 PERSONAL & ADV INJURY \$1,000,000 MED EXP (Any one person) \$6,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
AUTOMOBILE LIABILITY				OCURRED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB				EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY				EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Jenkin Hill Consulting

ACORD 25 (2010/02) The ACORD name and logo are registered marks of ACORD

C. Company Profiles

Legal name: GrayRobinson, P.A.
Address: 301 East Pine Street, Suite 1400, Orlando, FL 32801
Phone: 407-843-8880
Fax: 407-244-5690
Email: chris.carmody@gray-robinson.com
Hours of operation: 8:00 a.m. – 5:30 p.m.
Website: www.gray-robinson.com

GrayRobinson is established as a legal entity in the State of Florida. The Firm is a corporation, founded in Orlando in 1970 as Gray, Harris, Adams & Robinson, P.A. In 1981, the name was changed to Gray, Harris & Robinson, P.A. and in 2003 was changed to its present name, GrayRobinson, P.A. It is regional to the state of Florida. The firm's headquarters are in Orlando at the address noted above. We have 12 other offices throughout Florida at the following locations:

Boca Raton
225 N.E. Mizner Blvd.
Suite 500
Boca Raton, FL 33432
P: 561-368-3808

Fort Lauderdale
401 East Las Olas Blvd.
Suite 1000
Fort Lauderdale, FL 33301
P: 954-761-8111

Fort Myers
1404 Dean Street
Suite 300
Fort Myers, FL 33901
P: 239-598-3601

Gainesville
720 S.W. 2nd Avenue
Suite 106
Gainesville, FL 32601
P: 352-376-6400

Jacksonville
50 North Laura Street
Suite 1100
Jacksonville, FL 32202
P: 904-598-9929

Key West
221 Simonton Street
Key West, FL 33040
P: 305-294-0252

Lakeland
One Lake Morton Drive
Lakeland, FL 33801
P: 863-284-2200

Melbourne
1795 West NASA Blvd.
Melbourne, Florida 32901
P: 321-727-8100

Miami
333 S.E. 2nd Avenue
Suite 3200
Miami, FL 33131
P: 305-416-6880

Naples
8889 Pelican Bay Blvd.
Suite 400
Naples, FL 34108
P: 239-598-3601

Tallahassee
301 South Bronough Street
Suite 600
Tallahassee, FL 32301
P: 850-577-9090

Tampa
401 East Jackson Street
Suite 2700
Tampa, FL 33602
P: 813-273-5000

Legal name: Jenkins Hill Consulting LLC
Address: 444 N. Capitol Street, NW
Phone: 202-544-7990
Fax: 202-544-7706
Email: scott@jenkinshillconsulting.com
Hours of operation: 8:00 a.m. – 5:30 p.m.
Website: www.jenkinshillconsulting.com

Jenkins Hill Consulting is a limited liability company. They have been in business since 2005. They have one office, located at the address above, regional to Washington, D.C.

D. Qualifications / Experience

1. Experience of Proposer and Team

State Lobbying Experience Since its inception, GrayRobinson has actively represented clients before the State of Florida. Over the last several decades GrayRobinson has served as counsel to the State of Florida, the House of Representatives, governors, legislators, cities and counties. Because of our outstanding relationships with elected and appointed officials at the local and state levels, we have successfully represented hundreds of clients before Florida governmental entities on everything from legislative appropriations to procurement and licensing matters. Our Firm has had the opportunity to lobby for such major projects as the 408 expansion in Orlando, Sunrail, UCF Medical School and the International Consortium for Advanced Manufacturing Research (ICAMR). In short, GrayRobinson is deeply involved in the political process, our team understands how state and local government really works, and we get results.

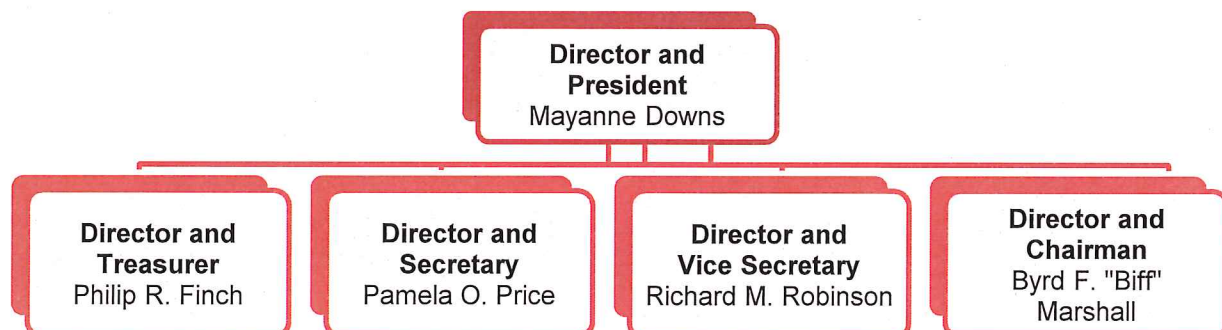
As an example of our full-service representation, attorney Mayanne Downs, included in this proposal, currently serves as the City Attorney for the City of Orlando, and we represent the City of Orlando in a lobbying capacity. We look forward to leveraging these local and state relationships, contacts and experience for the City of Apopka if selected.

Federal Lobbying Experience Jenkins Hill Consulting is actively involved in the public policy issues dominating the federal political agenda. With over a century of combined Washington experience, the partners at Jenkins Hill Consulting are recognized by Washington decision-makers as key players in the political and policy arena. The principals of Jenkins Hill Consulting have an extensive knowledge of the legislative process and deep contacts on Capitol Hill. In addition, members of our team have been actively involved in shaping the political landscape at the local, state and federal level for the past twenty-five years. They have represented many corporations, trade associations, public sector entities and foreign interests on a variety of issues under executive and legislative branch jurisdictions. Scott Barnhart has worked in and with the members and staff of the Florida Congressional Delegation for more than 25 years. Over the years, the firm has successfully represented a diverse group of Florida based clients.

The GrayRobinson law firm has deep contacts in D.C. In addition to Richard Reeves' relationship with Senator Nelson (see bio for additional information), our team has strong ties with the entire Florida Congressional Delegation, including the soon-to-be-elected (or sworn in) members that won their primary elections. We have consistently put these relationships to work on behalf of our clients. Recently in May, on behalf of the Orange County Sheriff's Office, we traveled to and scheduled meetings with Federal Emergency Management Administration (FEMA) and Department of Homeland Security (DHS) directors and chairs of the House DHS Appropriations and Full Appropriations Committees to discuss the Urban Area Security Initiative grants. These discussions lead to testimony before Congress by our client Sheriff Demings after the Pulse Shooting. This is an ongoing matter.

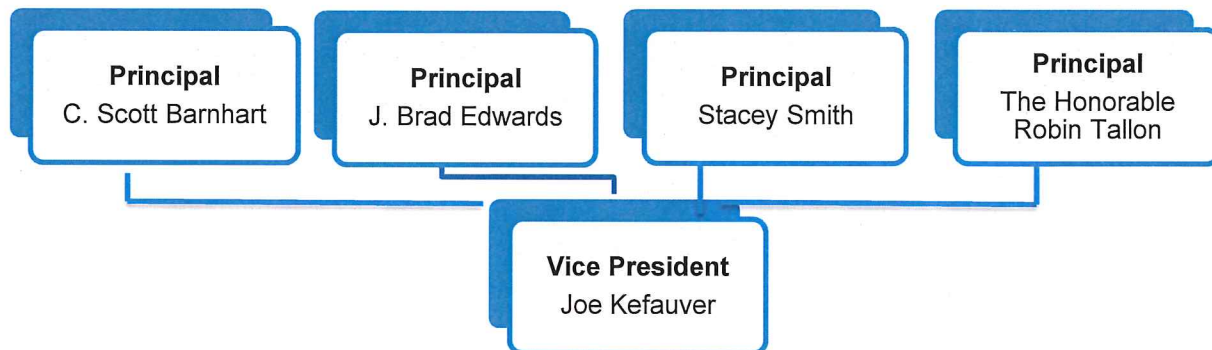
GrayRobinson Firm History In 1970, Richard Adams, Charles Gray, Gordon Harris and Richard Robinson join their practices to become Gray, Adams, Harris & Robinson P.A. In January 1990, the firm expands its presence on Florida's Space Coast by merging with Kirschenbaum and Peeples. In January 1996, GrayRobinson merges with the Melbourne firm of Nohrr & Nohrr. In February 1996, the firm continues its statewide expansion, establishing an office in Tallahassee. Expanding into the Tampa market in September 2000, the firm merges with Shackelford, Farrior, Stallings & Evans. In January 2001, GrayRobinson merges with Lane, Trohn, Bertrand & Vreeland. In December 2003, GrayRobinson establishes its Key West office. In August 2004, GrayRobinson opens its office in Naples. In November 2004, GrayRobinson opens its Jacksonville office. In June 2005, the firm opens its office in Fort Lauderdale. In October 2007, the firm continues its strategic expansion across Florida, with the opening of its Miami office. In January 2013, GrayRobinson opens its Gainesville office. In April 2013, the firm strengthens its position in South Florida by opening the doors to a new GrayRobinson office in Boca Raton. In September 2015 the firm expands across South Florida with the opening of its Fort Myers office. In May 2016, Dean Cannon's lobbying firm Capitol Insight joins GrayRobinson's Tallahassee office.

GrayRobinson Organizational Chart



Jenkins Hill Consulting Firm History Founded in 2005, Jenkins Hill Consulting, LLC is a privately owned bipartisan government relations firm, actively involved in the public policy issues dominating the federal political agenda. With over a century of combined Washington experience the partners at Jenkins Hill Consulting are recognized by Washington decision-makers as key players in the political and policy arena.

Jenkins Hill Consulting Organizational Chart



Resumes of Proposed Team Members*

State Lobbying Team Lead: Christopher L. Carmody, Jr.

GrayRobinson, P.A., Orlando office; chris.carmody@gray-robinson.com

Experience Chris earned his certification as a Designated Professional Lobbyist from the Florida Association of Professional Lobbyists and is an attorney admitted to practice in all Florida state courts. He has substantial experience handling government relations matters, including representation before the Florida legislative and executive branches, purchasing and procurement appeals, and professional licensing. Chris's clients range from small cities to Fortune 500 companies, and his experience runs the gamut of state-level needs and issues, from the passing of landmark legislation (Sunrail) to proficiency on the appropriations process (\$10 million to ICAMR project in 2016).

Chris received his undergraduate degree in political science and his juris doctor from the University of Florida.

Federal Lobbying Team Lead: C. Scott Barnhart*

Jenkins Hill Consulting, LLC; scott@jenkinshillconsulting.com

Experience Scott Barnhart is one of the founding partners with Jenkins Hill Consulting, LLC. Headvises a wide array of clients on policy and political trends and creates legislative campaigns to assist clients in navigating the legislative and regulatory arenas at the federal level. Over the past 25 years, Scott has developed strong relationships with the Members and staff of the Florida Congressional Delegation and with Republican Leadership teams in both the House and Senate.

Scott worked for Senator Connie Mack (R-FL) for over a decade (1989-99), serving as his Appropriations Committee staffer and then later, Deputy Chief of Staff. From 2000-2003 he worked as a registered lobbyist at Barbour Griffith & Rogers, Inc. (Fortune Magazine ranked BGR the #1 lobbying firm in 2001). In 2003-04, he managed Mel Martinez's successful Senate Campaign. Scott received his bachelors degree from the University of Florida.

**Denotes non-attorney professional*

Dean Cannon

GrayRobinson, P.A., Tallahassee office; dean.cannon@gray-robinson.com

Experience A fifth-generation Floridian, Dean Cannon began his career as a lawyer in Orlando, practicing state and local government law since 1995. From the Panhandle to the Keys, he has represented sophisticated clients before local, regional and state government entities. He has also represented cities and counties and quasi-governmental authorities, as well as local governments on issues ranging from electric and wastewater utilities to land-use and administrative law.

Dean's legislative and executive branch lobbying experience includes representing private clients and local government entities on issues including transportation, education, health care, insurance and appropriations matters. He has also handled civil litigation, administrative law, and regulatory matters before the Division of Administrative Hearings, and appellate matters before district courts of appeal and the Florida Supreme Court.

Because of his background as a local government lawyer, Dean developed particular expertise lobbying on behalf of local governments, regional government entities, and local government-related associations.

Dean received his bachelor's degree in telecommunications management and his juris doctor from the University of Florida.

Background Dean served as general counsel to the Orange County Charter Review Commission in 2000 and previously represented the City of Orlando before the Florida Legislature and the executive branch. He served in the Florida House of Representatives from 2004 until 2012. During his eight-year tenure, he played pivotal roles in property tax reform, growth management reform, health care and Medicaid reform, and major transportation infrastructure policy initiatives, among many others. He was selected by his peers to become Speaker of the House for the 2010 to 2012 term and is credited with leading the Florida House effectively during a time of great economic and political challenge.

Christopher Dawson

GrayRobinson, P.A., Orlando office; chris.dawson@gray-robinson.com

Experience Christopher is an attorney and professional lobbyist in the firm's Orlando office licensed to practice law in both Florida and Alabama. He primarily focuses on lobbying and government relations for public and private sector clients at the executive and legislative levels of state government, as well as before political subdivisions of the state, including counties, cities, airport authorities, transportation authorities, port authorities, school districts, and water management districts. He is credentialed as a Designated Professional Lobbyist by the Florida Association of Professional Lobbyists. Chris also holds two degrees in civil engineering, a bachelor's of science from the University of Florida and a masters of science from the University of Alabama. He received his juris doctor from the University of Alabama as well.

Dan Delich*

Jenkins Hill Consulting, LLC; dan@jenkinshillconsulting.com

Experience Dan has spent over 25 years working in the areas of national water resources development and environmental protection. Owning a successful 20-year career record as a congressional committee staffer, federal regulatory agency analyst, and lead external affairs advocate for a large international A/E firm. He applies his broad legislative expertise, water project and environmental policy experience, and business development talents to prevail in the increasingly competitive federal legislative and policy arenas.

From 1994 to 1999, Dan served as a Professional Staff Member of the U.S. Senate Committee on Environment and Public Works. He was the principal advisor to former committee chairman John H. Chafee (RI) on matters related to water resources development, global climate change, public buildings, NAFTA, stratospheric ozone depletion, and the annual federal budget. Dan began his professional career by working for four years as a congressional liaison and, later, as a policy analyst at the U.S. Environmental Protection Agency in Washington. Dan received his bachelor's degree from Arizona State University.

**Denotes non-attorney professional*

Mayanne Downs

GrayRobinson, P.A., Orlando office; mayanne.downs@gray-robinson.com

Experience Mayanne is the president and managing director at GrayRobinson. An Orlando native, she has been part of the Central Florida business community for more than 35 years and has practiced law for 25 years. Her practice areas include commercial litigation, appellate law and high-stakes domestic matters. Mayanne also has served as the city attorney of Orlando since 2007, overseeing 25 lawyers and providing counsel to the mayor and city commission.

Mayanne is the past president of The Florida Bar (2010-2011), a mandatory bar association with more than 90,000 lawyers. As president, she traveled thousands of miles throughout Florida and the country, speaking to law organizations and newspaper editorial boards and testifying before the Florida Legislature. She implemented the first direct communication between bar leadership and bar members about legislative matters.

Mayanne received both her bachelors of arts and juris doctor from the University of Florida.

J. Brad Edwards*

Jenkins Hill Consulting, LLC; brad@jenkinshillconsulting.com

Experience Brad Edwards helped to found Jenkins Hill in 2005. He has over 25 years of experience working in the Congress and in executive level management in corporate, government and trade associations. Over the years, Brad has developed strong relationships with the North Carolina Congressional Delegation and with Republican Leadership Teams in both the House and Senate. Brad received his bachelor's degree from Appalachian State University.

**Denotes non-attorney professional*

Richard Reeves*

GrayRobinson, P.A.

301 South Bronough Street, Suite 600, Tallahassee, Florida 32301

850-577-9090

richard.reeves@gray-robinson.com

Experience Richard began his career in Florida politics working for current United States Senator Bill Nelson during his 1990 gubernatorial campaign. In 1995, Richard moved to Tallahassee to serve Nelson in his role as Insurance Commissioner. In his role as Assistant to the Insurance Commissioner, Richard was responsible for external affairs functions, including board appointments and legislative affairs related to the Florida Residential Property and Casualty JUA (FRPCJUA), now Citizens Property Insurance Corporation, and the Florida Insurance Guaranty Association (FIGA). In 1997, Richard served as Campaign Director for Nelson's 1998 re-election campaign. After Nelson's re-election, Richard went on to take the role of Finance Director for his successful United States Senate Campaign in 2000.

In 2001, Richard formed his own firm and began his lobbying career, specializing in education, workforce development, insurance, utilities and appropriation issues, among others. In addition to lobbying before executive agencies of the state and the Florida Legislature, he also actively represents clients before several local governmental entities and continues to maintain a presence in the political arena by serving as a political consultant for candidates and political committees. It was in this capacity he served current United States Senator Marco Rubio from 2004-2005 as a finance consultant during his successful campaign to serve as Speaker of the Florida House of Representatives.

Richard received his bachelors degree in political science from the University of Central Florida.

**Denotes non-attorney professional*

Stacey Smith*

Jenkins Hill Consulting, LLC; stacey@jenkinshillconsulting.com

Experience Stacey focuses on lobbying and government relations for clients on a wide range of issues. She has extensive Capitol Hill experience and has built deep relationships with members and staff on both sides of the political aisle. Stacey brings a wealth of experience to the Firm and her diverse, bipartisan background bolsters her clients' ability to succeed in Washington, DC.

Stacey previously served as a Senior Legislative Assistant to Senator Bill Nelson (D-FL). She managed a variety of issue areas for the Senator including tax, budget, labor, transportation and homeland security. In addition, she served as the Senator's liaison to the Senate Finance Committee, Commerce Committee, Budget Committee and the Environment and Public Works Committee. Stacey received her bachelor's degree from the University of Central Florida.

**Denotes non-attorney professional*

Robert F. Stuart Jr.*

GrayRobinson, P.A., Orlando office; robert.stuart@gray-robinson.com

Experience Robert began his career as a legislative aide to the Florida House of Representatives for a district that represents much of Orlando and Orange County. This "inside" experience in the halls of our state Capitol give him a deep understanding of and a unique perspective on the inner workings of the legislative process and the strategy necessary to be successful in Tallahassee.

Now ten years in private practice with GrayRobinson, Robert is a Senior Director of Government Affairs and has a leadership role in the strategic direction of the practice, the recruitment of new business, servicing existing firm clients, and building/maintaining strong personal and working relationships with elected officials throughout Florida. While the bulk of his practice is Tallahassee-centric (lobbying the Florida Legislature, Executive Office of the Governor, the Florida Cabinet, and the various state agencies), he also represents clients at the local level throughout the state on matters of procurement and policy. He has significant lobbying experience in the areas of Economic Development, Education, Finance and Tax, Transportation, Insurance, Alcohol, and Local Government Issues.

Robert's familiarity in local and state level policymaking stems from his personal experience and from being part of a family steeped in public service. His family consists of a former state senator and city commissioner, a 30-year president of the local chamber of commerce, a current elected member of the Orlando City Council and a recent congressional candidate. This alone gives Robert firsthand knowledge of the work and dedication required to create and implement good public policy. Robert received his bachelor's degree in political science from the University of Florida.

**Denotes non-attorney professional*

The Honorable Robin Tallon*

Jenkins Hill Consulting, LLC; robin@jenkinshillconsulting.com

Experience The Honorable Robin Tallon is a Principal with Jenkins Hill Consulting. He brings over three decades of Capitol Hill experience to the firm. As a Democratic member of Congress, Robin represented the Sixth District of South Carolina for a decade (1982-92). Robin was known as a "Boll Weevil" Member of Congress – conservative members of Congress from the Southern US.

Following his tenure in Congress, Robin worked for various Fortune 500 companies. Over the years, Robin has formed strong relationships with former colleagues on both sides of the political aisle who now serve in leadership roles on many Congressional Committees and within the two party caucuses in both the House and Senate. In 2008, Robin brought his decades of experience to Jenkins Hill. His time as a Member of Congress and federal lobbyist has earned him a reputation as a strong and effective advocate for his clients. As a former Member of Congress, Robin has unfettered and unique access to his former colleagues and current Members of Congress. His relationships with current Members of Congress allows him to cut through the clutter on behalf of the firm's clients and work directly with the decision-makers. Robin received his bachelor's degree from American University.

**Denotes non-attorney professional*

Jason L. Unger

GrayRobinson, P.A., Tallahassee office; jason.unger@gray-robinson.com

Experience Jason concentrates his practice in the areas of governmental affairs, election law and administrative law matters and regularly works with the executive branch agencies and the Legislature on behalf of his clients.

Prior to joining GrayRobinson, Jason served as Special Counsel to the Florida House of Representatives. While at GrayRobinson, he has represented the Florida House of Representatives in redistricting and members of the Legislature in election law matters. In 2001, Jason was appointed by Gov. Jeb Bush and U.S. Congressman E. Clay Shaw, Jr. to the Florida Federal Judicial Nominating Commission. In 2005, Gov. Bush appointed Jason to the Florida Sports Foundation. Since 2008, Jason has served on the Supreme Court Judicial Nominating Commission (JNC). He was originally appointed to the Supreme Court JNC by Gov. Charlie Crist, then Gov. Rick Scott reappointed him to the commission in 2011 and again in 2016 for a term through 2019.

Jason has also for many years represented local governments and other clients before the Florida Department of Transportation on regulatory, legislative funding, legislative policy and legal matters.

Jason received both his bachelor of science in business administration and juris doctor from the University of Florida.

**Please note: more extensive bios can be found on our websites at www.gray-robinson.com and www.jenkinshillconsulting.com*

2. Experience and Understanding of Legal Implications of Proposed Laws

GrayRobinson has considerable experience working with Florida's State agencies on matters related to the Florida Administrative Code and the rule-making process. Our attorneys and consultants have a keen awareness and understanding of the rule-making process and, further, the implications that such administrative decisions at the agency level can have on our many clients. Two of our Tallahassee attorneys are board certified by The Florida Bar in State and Federal Government & Administrative Practice, and we will have the ability to call upon their expertise in our representation of Apopka.

In addition to working directly with the state agencies and/or bodies with rule-making authority, GrayRobinson has also advocated on behalf of clients directly to the Legislature's Joint Administrative Procedures Committee when an adopted rule within the Florida Administrative Code is inconsistent with, or goes beyond the intended reach of Florida Law.

Specific recent experience with rule making include (but are not limited to) direct representation before the Florida Department of Transportation and the Florida Department of Education. With FDOT, and on behalf of the Florida Craft Distillers Guild, we are actively working on rule language related to signage on Florida highways for designated craft distilleries to ensure the intent of the Florida Legislature is followed. With DOE we worked to change a rule which was inconsistent with Florida Law as it related to the "report back" of student learning gains from charter schools that are also designated as "alternative schools" for dropout prevention and academic intervention. This was a critical priority of our client Community Education Partners as the interpretation of this incorrect rule in the Florida Administrative Code was having a detrimental impact on their ability to obtain renewals from their sponsoring districts around the state.

One of the shareholders in the GrayRobinson Jacksonville Office, Patrick Krechowski, previously served as an assistant general counsel to the Florida Department of Environmental Protection. In this role he gained experience in Florida Administrative Code rulemaking, legislative drafting, enforcement litigation, appellate practice, acting as administrative hearing officer, legal interpretation regarding private and governmental compliance with coastal construction control-line permitting and beach restoration standards as applied to the jurisdictional sandy beaches of the State, and general in-house representation of the client/program.

Suffice to say that GrayRobinson is well-versed in this area and prepared to serve the City in whatever way(s) are necessary.

3. Major Successes

The firm takes pride in all of its client successes. Below are five noteworthy successes from the 2016 Session.

2016 On behalf of the **Orange County Sheriff**, we passed legislation that provides guaranteed death benefits to the surviving families of first responders killed in the line of duty regardless of what retirement plan they selected at the time of employment. The "Scott Pine Bill" is a critically important piece of legislation for Florida's law enforcement and first responders. We also successfully lobbied for and amended a bill related to civil asset forfeiture in a way that was more favorable to law enforcement than it was as originally drafted. The changes we were able to make to the bill maintain the important tools that law enforcement needs in its investigations.

On behalf of the **Melbourne Airport Authority**, we successfully worked with the Florida Department of Transportation to secure funding for the construction of a new air traffic control tower to provide enhanced safety and operational ability for airport operations.

On behalf of the **City of Orlando**, we worked with stakeholders to secure \$20 million for the University of Central Florida's Downtown Campus.

On behalf of **Lake County**, we secured \$3,050,000 in capital funds for the Lake Tech Center for Advanced Manufacturing through the legislative appropriations process and \$350,000 through the legislative appropriations process for the Magnolia Lane Water Quality Retrofit project.

On behalf of the **Metro Orlando Economic Development Commission**, we successfully secured \$15,000,000 in funding (\$5,000,000 recurring and \$10,000,000 non-recurring) for the Osceola County-based Florida Advanced Manufacturing Research Center (FAMRC) and the International Consortium for Advanced Manufacturing Research (ICAMR).

4. Representation of Other Florida Cities/Counties

The table below reflects cities and counties GrayRobinson has represented in a lobbying capacity within the last 5 (five) years.

Firm Name	Contract Period
City of Atlantis	2011-2012
City of Clermont	2015-present
City of Deltona	2013-present
City of Fort Meade	2009-2012
City of Haines City	2009-2012
City of Hollywood	2008-present
City of Key Colony Beach	2013-2014
City of Key West	2008-present
City of Kissimmee	2013-present
City of Neptune Beach	2015 session
City of New Smyrna Beach	2015-present
City of Ocoee	2007-present
City of Orlando	2000 – present
City of Oviedo	2013-present
City of Polk City	2013-2014
City of St. Cloud	2016 – present
City of Tampa	2014-present
City of West Palm Beach	2014 - present
City of Winter Park	2015-2016

Collier County Board of County Commissioners	2014-present
Collier County Clerk of the Circuit Court	2011-present
Estero Council of Community Leaders	2014-present
Islamorada Village of Islands	2013-present
Lake County	2015-present
Lee County Board of County Commissioners	2014-present
Leon County School Board	2013-present
Orange County Library District	1982-present
Orange County Property Appraiser	2010-2014
Orange County Sheriff	2004-present
Town of Lantana	2011-2012
Town of Manalapan	2011-2012
Town of Palm Beach	2011-2012
Town of South Palm Beach	2011-2012
Village of Palm Springs	2011-2012
The Villages	2013-present
Volusia County Government	2013-present

5. Additional Information

We believe a team approach will allow us to accomplish three critical objectives in representing the City of Apopka. These objectives are: (1) to provide quality lobbying services; (2) to maintain the flexibility necessary to respond to problems swiftly and thoroughly; and (3) to facilitate communication and accountability. To ensure these objectives are met, before any new work is undertaken, workloads and schedules of all team members and support staff are reviewed. We believe in the quality of the work we produce, not the quantity. We are committed to quality representation of each of our clients and can assure the City of our availability as well as accessibility to timely address its needs. In addition to the team's own experience, Chris will have the ability to call upon the vast experience and qualifications of 300 GrayRobinson consultants and attorneys.

Our team stands ready and willing to attend committee meetings, workshops, and any other events deemed necessary by the City.

E. Reports / Correspondence

As a standard service we provide monthly reporting to clients, with the ability to increase that to weekly during legislative session if requested. In addition, we list our cell phones on our business cards and stay on top of email at all times. Often in the legislative process, after hour calls are necessary. We remain committed to always communicating in a timely manner on all matters we are tasked with.

In addition, the moment we are aware of legislation that would impact you, whether positive and negative, we will contact you. This is also true with funding issues.

GrayRobinson constantly monitors all legislative bill filings, appropriations requests, and amendment filings. We subscribe to LobbyTools and use it as our primary bill tracking and monitoring system. It enables us to research bills, PCBs, amendments, statutes, legislators, committees, calendars, Florida and national news, press releases and other essential information pertaining to our representation of the City. We can modify the system to generate customized reports specific each client and ensure you receive the most up-to-date information available. Additionally, we enjoy great relationships with the staff and secretaries of the various state agencies and will use these relationships to monitor their activities as well.

Below are examples of monthly reports for current clients. We keep clients informed of the issues we are actively working on their behalf and are always in addition to the constant and consistent communication (often daily) we maintain so that current information is always known and shared.

TO: Mr. John Murray, Canaveral Port Authority;
Commissioners of the Canaveral Port Authority

CC: Jerry Sansom, Dixie Sansom

FROM: Chris Carmody
Robert Stuart
Chris Dawson

DATE: March 14, 2016

SUBJECT: February Lobbyist Activity Report for March Billing

February, the heart of the 2016 Regular Legislative Session, included a substantial amount of work on behalf of the Port as we worked both on the State budget (the General Appropriations Act) as well as on HB 7027, which included the permanent statutory modification related to FSTED funds that was reflected in the budget.

First, the budget:

On Friday, February 26th, the House and Senate after several weeks of negotiations finally came to terms on budget allocations, triggering the start of conference committee meetings which continued on through that weekend and the next. As we had predicted, and previously discussed with your staff, among the very first items to be "closed out" in the budget was the increased FSTED Funding (\$25,000,000) and the Port Infrastructure Grant Funding (\$114,000,000). Before heading into conference, The House and Senate were both already in agreement on the FSTED monies and were very close on the infrastructure funds, so meeting on a number was an easy task for the budget conference committees. A major success for Florida's seaports!

Next, Policy:

Following a successful January on HB 7027 and SB, the FDOT legislative package that carried the substantive statutory change to the FSTED reflected in the budget item described above, where both chambers moved the bills swiftly through the committee process and readied them for consideration on the floor, February saw a tougher slog as the pace slowed down and the work intensified. On February 3rd, the House voted the bill out overwhelmingly and sent it to the

Mr. John Murray
Commissioners of Canaveral Port Authority
March 14, 2016
Page 2

Senate. The bill actually stalled until early March before the Senate ultimately took their version up, substituted it for the House version and sent it back to the House with a few revisions. Ultimately, it wasn't until late on the final day of the session, Friday, March 11th that the bill was finally taken up and passed by both chambers and sent along to the Governor. The lengthy delay was far more about process than policy, but our team worked in close concert with the good folks at the Florida Ports Council and with the Brevard Delegation making sure they knew just how important this policy change was to the future of the State of Florida and to our seaports. Daily we would "check in" with key decision makers to ensure that no problems had arisen that could otherwise derail this important legislation.

We did not have a physical presence at the February Port Commission meeting due to being in Tallahassee for the Session, but we look forward to scheduling a visit with your team very soon to talk about the "take-aways" from the just completed legislative session and what we can work together on during this interim period leading up to next session.

Many thanks for your continued confidence in our team. It is a pleasure to represent Port Canaveral.

TO: Bryan Cobb, City Manager **CLIENT-MATTER NO.:** 28109-1

CC: Robert Stuart, Michelle Ertel and Chris Dawson

FROM: Chris Carmody

DATE: February 1, 2016

SUBJECT: January Report

The month of January marked the beginning of legislative session, the debut of the House and Senate proposed budgets and the passage of priority legislation of both the Senate and the House. The budget process is moving quickly and it appears that the session will have an on-time finish.

Below are a summary of issues we are advocating on behalf of the City of Oviedo and other issues we are monitoring.

Backward Shooting Range

House Bill 41/Senate Bill 130 – This legislation prohibits recreational discharge of firearms in areas that the person knows or reasonably should know is primarily residential in nature and that has a residential density of one or more dwelling units per acre. The bill includes target shooting and celebratory shooting as “recreationally discharge.”

Background: This is legislation that your lobby team worked on behalf of last session. It was teed up to pass in the last week of session, but the early finish prevented that. Knowing that this issue is of paramount importance to Oviedo, your lobby team has been working on this issue since before the new work order was approved by council.

Latest Action:

- House: On January 29, the House placed this on Special Order for February 2. We expect it will pass.

- Senate: On January 19, the Senate placed this on Special Order for January 21, when it was read and placed on third reading for January 28. On the 28th, it was taken up and passed unanimously and sent to the House.

Relocation of Utilities

House Bill 461/Senate Bill 416 - Addresses the responsibility for the cost of relocating utility facilities in a public easement. Easements dedicated to the public for utilities are typically located along existing road or highway rights-of-way and are available for use by a variety of utility providers. Under the bill, the owner of a utility that requires relocation will be liable for relocation costs only if their lines and facilities are across, on or "within" the right-of-way, rather than "along" any right-of-way.

The bill also provides that a governmental authority must bear the cost of utility work required to eliminate an unreasonable interference if the utility is located within an existing and valid utility easement granted by recorded plat, regardless of whether such land was subsequently acquired by the governmental authority, by dedication, transfer of fee, or otherwise.

Due to a key amendment passed in both the House and Senate, the League of Cities is now neutral on this legislation and we expect that it will pass early in the 2016 session.

Latest Action:

- House: Waiting for a hearing in Appropriations.
- Senate: Awaiting a floor vote.

OTHER LEGISLATION WORTH NOTING

Public-private Partnerships – Senator Greg Evers (124) – The bill, if passed, would delete provisions creating the Public-Private Partnership Guidelines Task Force; require a private entity that submits an unsolicited proposal to pay an initial application fee and additional amounts if the fee does not cover certain costs; delete provisions relating to notice to affected local jurisdictions; authorize a negotiated portion of revenues from fee-generating uses to be returned to the responsible public entity, etc.

Posture: The Senate bill was placed on the Governmental Oversight and Accountability Committee for February 1. The House version (95) was placed on the January 27 Appropriations Committee agenda and passed by a vote of 24-1. Its next stop is the State Affairs Committee.

House and Senate Budgets

The House unveiled its initial \$80 Billion budget proposal on January 29. It is set to be heard on February 3 in the Appropriations Committee. Some highlights include:

- Education Funding: \$23.2 Billion
- Health and Human Services (including Medicaid): \$33.7 Billion
- Criminal Justice and Corrections: \$4.4 Billion
- Natural Resources and Growth Management: \$3.6 Billion
- Department of Transportation: \$10 Billion
- Department of Economic Opportunity: \$1.003 Billion
- Judicial Branch: \$499 Million

The Senate unveiled its \$81 Billion budget proposal on January 29. It is set to be heard on February 3 in the Appropriations Committee. Some highlights include:

- Education Funding: \$23.1 Billion
- Health and Human Services: \$34.1 Billion
- Criminal Justice and Corrections: \$4.4 Billion
- Natural Resources and Growth Management: \$3.6 Billion
- Department of Transportation: \$10 Billion
- Department of Economic Opportunity: \$1.4 Billion
- Judicial Branch: \$533 Million

The main difference between the budgets lies in the Health and Human Services silo (Senate has additional funds for AHCA to administer Medicaid) and Department of Economic Opportunity (Senate has \$400 million more for the Governor's proposed Enterprise Florida Incentive Fund).

We expect these budgets to be approved in mid-February and then conference soon thereafter.

Closing Thoughts

Thank you for the opportunity to represent the City of Oviedo before the legislative and executive branches of Florida. Of course, do not hesitate to contact our team with any questions or discussion items. February will be a very busy sprint and require effort to bring such issues as backyard shooting in for a landing.

F. References

REFERENCES – Exhibit "A" **RFP 2016-14 STATE LEGISLATIVE LOBBYIST SERVICES**

BIDDER NAME: GrayRobinson, P.A.

Complete the following:

Contact Name: Christopher L. Carmody, Jr. Phone: 407-843-8880

REFERENCES – A list of current and former major accounts along with contact persons E-mail address (current), name, address, phone and fax numbers. This list should include accounts that represent company's experience with entities of similar size and exposures as the City of Apopka.

1. Provide three references for which you have performed similar services.

Company

Name: Lake County
Address: Post Office Box 7800, Tavares, Florida 32778-7800
Contact Name: Bill Veach Telephone: 352-343-9888
E-Mail Address: bveach@lakecountyfl.gov Fax: 352-343-9495
When was your contract awarded: 2015

Company

Name: Melbourne Airport Authority
Address: 1 Air Terminal Pkwy, Suite 220, Melbourne, Florida 32901
Contact Name: Bill Johnson Telephone: 321-723-6227 or 850-528-2692
E-Mail Address: bjohnson@mlbair.com Fax: 321-723-1194
When was your contract awarded: 1999

Company

Name: Port Canaveral
Address: 445 Challenger Road, Suite 301, Cape Canaveral, Florida 32920
Contact Name: Jim Dubea Telephone: 321-783-7831 x.272
E-Mail Address: jdubea@portcanaveral.com Fax: 321-783-4651
When was your contract awarded: 2008

REFERENCES – Exhibit "A"
RFP 2016-14 STATE LEGISLATIVE LOBBYIST SERVICES

BIDDER NAME: Jenkins Hill Consulting, LLC

Complete the following:

Contact Name: Scott Barnhart

Phone: 205-544-7990

REFERENCES – A list of current and former major accounts along with contact persons E-mail address (current), name, address, phone and fax numbers. This list should include accounts that represent company's experience with entities of similar size and exposures as the City of Apopka.

1. Provide three references for which you have performed similar services.

Company

Name: American Financial Services Association

Address: 919 18th Street, NW, Suite 300, Washington, D.C. 20006

Contact Name: Bill Himpler

Telephone: 202-466-8616

E-Mail Address: bhimpler@afsamail.org

Fax: N/A

When was your contract awarded: 2008

Company

Name: Town of Boone

Address: P.O. Box 1787, Boone, North Carolina, 28607

Contact Name: Jim Byrne

Telephone: 828-265-3206

E-Mail Address: jim.byrne@townofboone.net

Fax: 828-268-6208

When was your contract awarded: 2006

Company

Name: Alliance of Automobile Manufacturers

Address: 1401 Eye Street, N.W., Suite 900, Washington, D.C. 20005

Contact Name: Mitch Bainwol

Telephone: 202-326-5500

E-Mail Address: mbainwol@autoalliance.org

Fax: N/A

When was your contract awarded: 2007

G. Understanding of Requirements

We fully understand the scope of work sought by the City and are prepared to provide those services. GrayRobinson has many decades of experience providing legislative and intergovernmental services before the Legislature and the executive branch of the State of Florida. In our efforts to effectively represent you in Tallahassee, we will continually seek to build and maintain strong bi-partisan relationships with the members and staffs of the House, Senate, and Cabinet, as well as the appointed heads of the State's many agencies.

Immediately, we know that the City of Apopka is actively developing its property and community with specific interest on the "City Center" being developed by Taurus Southern. We understand that there are needs within that project that include support from FDOT. Our team has extensive relationships within FDOT, including Secretary Boxold and have crafted solutions to the always complex transportation issues.

To help ensure a successful relationship, we propose an approach that includes frequent and on-going communication, including attendance at all appropriate meetings of the leadership of the City and any other meetings pertaining to its state legislative agenda. We will work with City leadership to ensure we understand both the immediate and long-term goals that are key to the success of the City and the advancement of its strategic plan.

Concurrently, the team will work with Florida's Governor and his staff to ensure their understanding and support of the City's legislative agenda. It will be of the utmost importance to work diligently throughout the Session and into the interim to be sure the City issues are put forth to the right people at the right time. Additionally, it is critical that all members of the Florida Legislature understand the issues that the City has deemed a priority.

Our team has the knowledge and the long-term experience essential to preparing legislation, both general bills and amendments; identifying funding sources and successfully shepherding specific appropriations through the House, Senate and Governor's office. As importantly, our team is skilled in defeating unfriendly legislation and attempts to reduce or eliminate appropriations line items and proviso language which are detrimental to our clients.

GrayRobinson is well-respected in both the Legislative and Executive Branches, including the state agencies, and has a broad network of personal and professional relationships with the policymakers as well as with their staff. These are relationships built on trust and respect based on years of honest and forthright interactions.

As quickly as the team is selected and we have met with City leadership, key legislators both in and out of Apopka will be notified. Together we will identify other legislators who may be advocates for the City (beginning with the City's State Representative and Senator along with the Orange County Delegation), as well as those who may, for whatever reason, oppose your legislative priorities. We will also work closely with the Leadership of both the Majority and Minority Parties in both the House and Senate. The development of a working group of legislators who support the City will be among the first priorities.

During the Legislative Session, you will find that GrayRobinson personnel are adept at legislative drafting, strategy development, one-on-one lobbying, committee presentations, etc. We effectively utilize our skills, our client's grassroots organization, and ever-improving technology to assure that we "get results" and that we are in constant contact with the client. In addition to using state-of-the-art technology in our advocacy, we also maintain excellent relationships with the Chairs and staff of all House and Senate substantive policy and appropriations committees so that we are aware of issues and opportunities as soon as they might arise.

GrayRobinson firmly believes in its ability to advocate before the Legislature and the Executive Office of the Governor, but also recognizes that sometimes the best advocate is the client. We will work with The City to identify opportunities to not only speak on matters affecting it, but also for representatives from the City to be regarded as thought-leaders on issues that directly impact home rule and other cities alike.

H. Relationships, Resources and Capabilities

GrayRobinson is well-respected in both the Legislative and Executive Branches, including the state agencies, and has a broad network of personal and professional relationships with the policymakers as well as with their staff. These are relationships built on trust and respect based on years of honest and forthright interactions. We go to great lengths to build and maintain these relationships. The following represent the trust and confidence that the Legislature has for GrayRobinson:

- Chris Carmody, included in this proposal, was appointed to the Ninth Judicial Nominating Commission in 2013 by the Governor and acts as campaign counsel to several legislators and candidates.
- Dean Cannon, included in this proposal, served in the Florida House of Representatives from 2004 until 2012, and was selected by his peers to become Speaker of the House for the 2010 to 2012 term.
- Jason Unger, team lobbyist included in this proposal, served as special counsel to the Florida House of Representatives; and members of the Legislature in election law matters. He has also for many years represented local governments and other clients before the Florida Department of Transportation on regulatory, legislative funding, legislative policy and legal matters.
- Larry Cretul, senior director of government affairs, served on the Marion County Commission from 1994-2002, including two years as Chairman. Then in 2002, he was elected to the Florida House of Representatives and was selected by his peers in 2009 to serve as Speaker of the House from 2009 to 2010.
- Robert Stuart, team lobbyist included in this proposal, began his career as a legislative aide to the Florida House of Representatives for a district that represents much of Orlando and Orange County. He has actively lobbied the legislature for the last 10 years on behalf of dozens of clients in many various sectors of state government and enjoys close relationships with key members of both parties and in both chambers, as well as with members of Florida's Congressional Delegation.
- Burt Saunders, GrayRobinson shareholder and lobbyist, was a former legislator, serving as a Florida State Senator for District 37 from 1998-2008; a Representative from 1994-1998; a Collier County Commissioner from 1986-1994; and serving as Collier County Attorney from 1982-1986.
- Andy Bardos, GrayRobinson shareholder, served as former counsel to the President of the Florida Senate, assisting in the development of legislation and served as policy coordinator to the Judiciary Committee, the Health Regulation Committee and the Ethics and Elections Subcommittee.
- Cynthia Lorenzo, senior director of government affairs at GrayRobinson, has served a series of executive level and agency appointments including: Deputy Communications Director for the Florida Department of Transportation; Communications Director, Chief of Staff and later appointed Secretary by former Florida Governor Jeb Bush for the Department of Juvenile Justice; Appointed by former Florida Governor Charlie Crist to serve as Deputy Director and then Director of the Agency of Workforce Innovation; and later was reappointed to this role by Florida Governor Rick Scott and led the department through its merger into the new Department of Economic Opportunity, serving as Interim Director and Chief Operation Officer.
- David Griffin, GrayRobinson lobbyist, has held numerous executive positions, including Florida Lottery Secretary under Governor Jeb Bush from 1999 to 2003. David also served as Executive Director of the Bush/Brogan 2002 transition office. Bush appointed him to serve as a FAMU trustee in January 2005. He served as Assistant Executive Director and Interim Executive Director of the Ohio Lottery Commission.
- The firm represented the Florida House of Representatives in 2001 and again in 2011 in the redistricting process, an issue that affects every member of the Legislature. This legal representation continues.
- Tim Cerio, a GrayRobinson shareholder, served as General Counsel to Florida Governor Rick Scott.

Actively fundraising for House and Senate leadership, our team has excellent relationships with the leadership of both chambers. Whether it is the current (outgoing) Speaker and President, or the incoming presiding officers, we have worked diligently to forge these relationships based on trust and reliability. Further, and because of our ability to access our 13 offices, the team members included in this proposal have tremendous access to legislators throughout Florida.

Forms

PART VII - PROPOSAL PAGES –

Cost to the City: Contractor must quote firm, fixed, annual fee, billed monthly, for all services identified in this request for proposal. This firm fixed annual fee includes any costs for travel to the City. No other costs will be accepted. The initial contract term is for three years with an automatic renewal for up to two additional years. Contractor MUST provide pricing on this page or may be deemed non-responsive.

The proposed fee shall detail all costs: i.e. travel, and related incidental out-of-pocket expenses, if applicable. Contractor shall not be reimbursed or otherwise paid for internal word processing, data processing or other services (i.e. local telephone services, copies, mail or postage services) that would reasonably be deemed the Contractor's overhead expense. Contractor will be reimbursed on a monthly basis as a firm fixed annual fee, inclusive of all expenses.

PLEASE FILL IN THE TOTAL ANNUAL FIRM FIXED FEE BELOW FOR THE (INITIAL CONTRACT PERIOD – (3) YEARS)

\$ 90,000 /ANNUAL FEE x 3 yrs. = \$ 270,000

Failure to use the City's COST PROPOSAL page (PART VII - PROPOSAL PAGES – COST PROPOSAL), and provide costs as requested in this RFP, may deem your proposal non-responsive.

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON
PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF APOPKA, FLORIDA
by: Christopher L. Carmody, Jr. (print
individual's name and title)
for: GrayRobinson, P.A. (print
name of entity submitting sworn statement)
whose business address is: 301 East Pine Street, Suite 1400, Orlando, Florida 32801 and
(if applicable) its Federal Employer Identification Number (FEIN) is: 59-1300132 (If the entity
has no FEIN, include the Social Security Number of the individual signing this sworn
statement: - - - - -.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes,
means a violation of any state or federal law by a person with respect to and directly related to the
transaction of business with any public entity or with an agency or political subdivision of any other
state or of the United States, including but not limited to, any bid or contract for goods or services to
be provided to any public entity or an agency or political subdivision of any other state or of the United
States and involving antitrust, fraud, theft bribery, collusion, racketeering, conspiracy, or material
misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b). Florida
Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication
of guilt, in any federal or state trial court of record relating to charges brought by indictment or
information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or
nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity
and who has been convicted of a public entity crime. The term "affiliate" includes those
officers, directors, executives, partners, shareholders, employees, members and agents who are
active in the management of an affiliate. The ownership by one person of shares constituting a
controlling interest in another person, or a pooling of equipment or income among persons when
not for fair market value under an arm's length agreement, shall be a prima facie case that
one person controls another person. A person who knowingly enters into a joint venture with a
person who has been convicted of a public entity crime Florida during the preceding 36 months
shall be considered an affiliate.

5. I understand that a **"person"** as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or **supplies to transact business with a public entity**. The term **"person"** includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and brief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

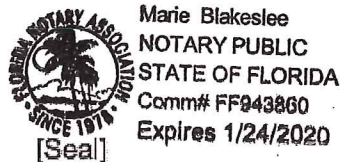
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]
Signature

STATE OF Florida
COUNTY OF Orange

Sworn to and subscribed before me this 21st day September, 2016
 Personally known Produced identification _____

Marie Blakeslee
Notary Public- State of FL
Marie Blakeslee
Printed name



**AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF APOPKA, FLORIDA

by: Christopher L. Carmody, Jr., Shareholder

(print individual's name and title)

for: GrayRobinson, P.A.

(print name of entity submitting sworn statement)

Whose business address

is: 301 East Pine Street, Suite 1400, Orlando, Florida 32801

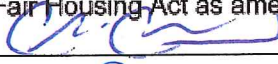
and (if applicable) its Federal Employer Identification Number (FEIN)

is: 59-1300132 *(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)*

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title IV, Telecommunications; and Title V, Miscellaneous Provisions. The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes: The Rehabilitation Act of 1973, 229 USC Section 794; The Federal Transit Act, as amended 49 USC Section 1612; The Fair Housing Act as amended 42 USC Section 3601-3631.


Signature

STATE OF Florida

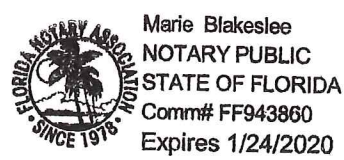
COUNTY OF Orange

Sworn to and subscribed before me this 8th day September, 2016

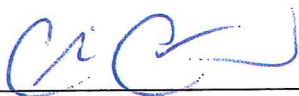
Personally known Produced identification _____


Notary Public- State of FL

Marie Blakeslee
Printed Name [Seal]



BUSINESS ENTITY AFFIDAVIT
(VENDOR / BIDDER DISCLOSURE)

I, Christopher L. Carmody, Jr. , being first
duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting
business with the City of Apopka ("City") are (Post Office addresses are not acceptable), as
follows:

59-1300132

Federal Employer Identification Number (If none, Social Security Number)

GrayRobinson, P.A.

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

<u>301 East Pine Street</u>	<u>Suite 1400</u>	<u>Orlando</u>	<u>Florida</u>	<u>32801</u>
Street Address	Suite	City	State	Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
------------------------	----------------	------------------

All equity shareholders own exactly the same amount of shares so all shareholders own less than 1% of GrayRobinson.

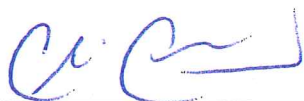
%

%

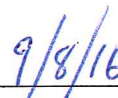
%

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

N/A



Signature of Affiant



Date

Christopher L. Carmody, Jr.

Print Name


STATE OF Florida
COUNTY OF Orange

Sworn to and subscribed before me this 27th day September, 2016
 Personally known Produced identification _____

Marie Blakeslee
Notary Public- State of FL

Marie Blakeslee
Printed Name

[Seal]

 Marie Blakeslee
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF943860
Expires 1/24/2020

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON
PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF APOPKA, FLORIDA by: Scott Barnhart, Principal (print individual's name and title)
for: Jenkins Hill Consulting, LLC (print name of entity submitting sworn statement)
whose business address is: 444 N. Capitol Street, NW Suite 601 Washington, DC 20001 and (if applicable) its Federal Employer Identification Number (FEIN) is: 02-0757515 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)
2. **I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes,** means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. **I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes,** means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. **I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes,** means:
 1. A predecessor or successor of a person of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of **the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime Florida during the preceding 36 months shall be considered an affiliate.**

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or **supplies to transact business with a public entity. The term “person” includes those officers,** directors, executives, and partners. Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and brief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Handwritten Signature]
Signature

STATE OF Florida
COUNTY OF Orange

Sworn to and subscribed before me this 2nd day September, 2016.
 Personally known Produced identification FL Driver License B056-117-67-206-0

Karolyn Stewart
Notary Public- State of FL



Karolyn Stewart
Printed name

[Seal]

**AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF APOPKA, FLORIDA
by: Scott Barnhart, Principal

(print individual's name and title)

for: Jenkins Hill Consulting, LLC

(print name of entity submitting sworn statement)

Whose business address

is: 444 N. Capitol Street, NW Suite 601 Washington, DC 20001

and (if applicable) its Federal Employer Identification Number (FEIN)

is: 02-0757515 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title IV, Telecommunications; and Title V, Miscellaneous Provisions. The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes: The Rehabilitation Act of 1973, 229 USC Section 794; The Federal Transit Act, as amended 49 USC Section 1612; The Fair Housing Act as amended 42 USC Section 3601-3631.

[Signature]
Signature

STATE OF Florida

COUNTY OF Orange

Sworn to and subscribed before me this 2nd day September, 2016.


Personally known Produced identification FL Driver license B056-117-67-206-0

[Signature]
Notary Public- State of FL

Karolyn Stewart
Printed Name [Seal]



BUSINESS ENTITY AFFIDAVIT
(VENDOR / BIDDER DISCLOSURE)

I, Scott Barnhart , being first
duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting
business with the City of Apopka("City") are (Post Office addresses are not acceptable), as
follows:

02-0757515
Federal Employer Identification Number (If none, Social Security Number)

Jenkins Hill Consulting, LLC
Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

444 N. Capitol Street, NW Suite 601 Washington, DC 20001

Street Address	Suite	City	State	Zip Code
----------------	-------	------	-------	----------

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
Scott Barnhart	Jenkins Hill	50%
% Brad Edwards	Jenkins Hill	50%
%		

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:



Signature of Affiant

9/2/2016
Date

Scott Barnhart

Print Name

STATE OF Florida
COUNTY OF Orange

Sworn to and subscribed before me this 2nd day September, 2016.
 Personally known Produced identification FL Driver license B 656-117-67-206-0

Karolyn Stewart
Notary Public - State of FL

Karolyn Stewart
Printed Name

[Seal]



Backup material for agenda item:

5. Approval to extend an agreement with Shepherd and Wolfe Marketing Associates for event coordination.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: October 5, 2016
 FROM: Recreation
 EXHIBITS: Service Agreement

SUBJECT: SERVICE AGREEMENT BETWEEN CITY OF APOPKA AND SHEPHERD + WOLFE MARKETING ASSOCIATES

REQUEST: AUTHORIZE THE MAYOR OR DESIGNEE TO EXECUTE THE SERVICE AGREEMENT BETWEEN CITY OF APOPKA AND SHEPHERD + WOLFE MARKETING ASSOCIATES

SUMMARY:

Leah Shepherd of Shepherd + Wolfe Marketing Associates provides event coordination and budgeting, sponsorship development, promotion planning and advisory services for large community events for the City of Apopka. The attached service agreement extends the existing agreement between the City of Apopka and Shepherd + Wolfe Marketing Associates at the rate approved by City Council and included in the General Fund FY2016-17 Budget.

FUNDING SOURCE:

Funding is included in the General Fund FY2016-17 Budget.

RECOMMENDED ACTION:

Authorize Mayor Kilsheimer or his designee to execute the service agreement between the City of Apopka and Shepherd + Wolfe Marketing Associates.

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

Service Agreement

September 27, 2016
City of Apopka

OBJECTIVE

To provide event consulting, sponsorship development advisory services and strategic guidance for four signature annual events for the City of Apopka; a winter outdoor festival in February, a fresh food festival in May, Fourth of July Celebration and a gospel music festival event in October (*event dates may change*).

SCOPE OF SERVICES

I. Event Planning, Revenue & Logistics :

- Work with the City of Apopka event coordinator on all events
- Budget management
- Create event infrastructure(s)
- Establish event planning timeline, ensuring all roles and deadlines are met
- Work with department staff to secure and manage entertainment, production, food & exhibition vendors
- Sponsorship development, sales and fulfillment ensuring maximum R.O.I. and impressions
- Manage any event committees
- Volunteer procurement and management
- Write event script and run of show

II. Marketing & Public Relations Support :

- Work with City of Apopka public relations department on the development of a strategic communications plan for event promotion and publicity
- Secure media partners
- Oversee design and production for all event collateral including but not limited to;
 - Media Advertisements
 - Social Media posts
 - Event Programs
 - Event Signage
 - Event invitations
 - Event digital promotion, way finding and sponsor recognition

INVESTMENT

Based on the above outlined scope of services, the City of Apopka's investment is \$2,500 per month beginning October 1, 2016 through September 30, 2017, with an option to renew agreement October 1, 2017 to September 30, 2018.

- Consulting services not to exceed a total of 30 hours per month.
- Contract can be terminated by either party with thirty (30) days written notice.

Other Considerations

Fee is for event consulting services only. Any vendor expenses will be pre-approved by the City of Apopka and billed directly to the City.

Accepted by:

Shepherd + Wolfe

Date

City of Apopka

Date

Backup material for agenda item:

6. Approval to enter into an event service agreement with Roar Music, LLC.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: October 5, 2016
 FROM: Recreation
 EXHIBITS: Service Agreement

SUBJECT: EVENT SERVICE AGREEMENT

REQUEST: APPROVAL TO ENTER INTO AN EVENT SERVICE AGREEMENT WITH ROAR MUSIC, LLC.

SUMMARY:

Staff is requesting to enter into a service agreement with The Roar Music, LLC. covering concert entertainment for our Gospel Fest event on November 12, 2016. Under this agreement, The Roar Music is responsible for recruiting and hosting music artists and all concert production including audio and lighting equipment and setup. The total cost for this service is \$60,000 and is contingent upon the city’s final selection of music artists.

Under State Statute 287.057 Section 3, “Artistic Services,” which means the rendering by a contractor of its time and effort to create or perform an artistic work in the fields of music, are not subject to the competitive-solicitation requirements.

FUNDING SOURCE:

Funding is included in the General Fund FY16/17 Budget

RECOMMENDATION ACTION:

Approve staff to enter into agreement with The Roar Music, LLC. for \$60,000

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

EVENT SERVICE AGREEMENT

Name/Contact: The Roar Music, LLC/ Anthony & Brittany Shepherd
Type of Service: Production & Artist Services
Date/Time: Saturday, November 12, 2016 / 4pm to 9pm
of Guests: TBD

AGREEMENT

This agreement made this 13th day of September, the year of 2016 between City of Apopka, hereinafter referred to as "Client" and The Roar Music, LLC. located at 5066 Rishley Run Way, Mount Dora FL 32757, hereinafter referred as "TRM", witnesseth:

PRODUCTION/COORDINATION

"TRM" services will include but not limited to planning, budgeting, supervision and contracting of talent, audio-visual and a/v labor of this program.

EVENT LOCATION, ADDRESS & PHONE NUMBER

Apopka Northwest Recreation Complex
3710 Jason Dwelley Pkwy
Apopka, FL 32712
Office [407-703-1777](tel:407-703-1777)

BILLING ITEMS

Complete	Outlined	Package
	Price:	\$
	60,000.00	

INSURANCE

Client will provide a comprehensive commercial general liability policy in the amount of 1,000,000.00 per occurrence, 2,000,000 (General Aggregate). Entertainment Arts should be listed on COI.

Entertainment Arts
4637 Parkbreeze Ct.
Orlando, FL 32808

Please note that Tye Tribbett, Blanca and Jonathan

McReynolds want to be listed as insured as well.

PAYMENT

Make check payable to The Roar Music, LLC, in US funds only. Payment must be in full before the completion of the event. We cannot accept personal checks. A \$50.00 fee will be charged for all returned checks. TRM will be responsible for paying talent, audio-visual and a/v labor for Gospelfest.

SPECIAL PROVISIONS

- Talent Fees, Labor and Rental is guaranteed regardless of inclement weather;
- If operators deem they are in danger of damaging equipment or themselves due to wind, lighting or rain, Entertainment Arts has the right to power down equipment. Equipment cannot sustain rain. We recommend taking around rain insurance policy;
- Client to provide adequate power for audio-visual equipment;
- Client to provide hospitality outlined by talent rider;
- Client understands there are prep fees to guarantee performance and Artists are guaranteed payment as outlined in Cancellation Policy;
- Client to provide schedule of event;
- Client to provide parking passes for crew and talent as well as security at stage and backstage area.

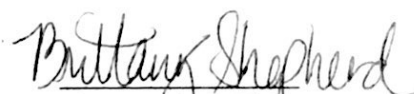
The undersigned acknowledges that s/he, they has/have read and understand(s) this event contract. Please sign and return one copy via [scan/email](#)

Signatures: _____

Date: _____

City of Apopka
407-703-1641

By:



The Roar Music, LLC
404-423-0593

Date: 9/23/16

9/28/16

Backup material for agenda item:

7. Approval to enter into an event service agreement with Birchmore Group, Inc.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: October 5, 2016
 FROM: Recreation
 EXHIBITS: Service Agreement

SUBJECT: EVENT SERVICE AGREEMENT

REQUEST: APPROVAL TO ENTER INTO AN EVENT SERVICE AGREEMENT WITH BIRCHMORE GROUP, INC.

SUMMARY:

Staff is requesting to enter into a service agreement with Birchmore Group Inc. covering concert entertainment for our spring community event. Under this agreement, Birchmore Group is responsible for recruiting and hosting music artists and all concert production including audio and lighting equipment and setup. The total cost for this service is \$125,000 and is contingent upon the city’s final selection of music artists.

Under State Statute 287.057 Section 3, “Artistic Services,” which means the rendering by a contractor of its time and effort to create or perform an artistic work in the fields of music, are not subject to the competitive-solicitation requirements.

FUNDING SOURCE:

Funding is included in the General Fund FY16/17 Budget

RECOMMENDATION ACTION:

Approve staff to enter into agreement with Birchmore Group Inc. for \$125,000

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 |

EVENT SERVICE PROPOSAL

Name/Contact: City of Apopka / David Burgoon
Type of Service: Talent & Production Services
Date/Time: February 11, 2017 / 2pm to 10pm
of Guests: TBD

PRODUCTION/COORDINATION

BGI services will include but not limited to planning, budgeting, supervision and contracting of talent, audio-visual and a/v labor of this program.

EVENT LOCATION, ADDRESS & PHONE NUMBER

Apopka Northwest Recreation Complex
3710 Jason Dwelley Pkwy
Apopka, FL 32712
Office 407-703-1641
dburgoon@apopka.net

PROGRAM DESCRIPTION

Lighting	Qty	Days
Whole Hog Lighting Console	1	1
Beam 200 5R moving light	16	1
Air Cannon 7R Lights	6	1
Servo Wash 250 moving yoke Lights	4	1
LED PAR Fixtures (stage wash)	60	1
Source 4 Leko (Stage Wash Specials)	10	1
Dimmer Rack	2	1
XLR	Lot	4
Power Cables	Lot	3
Radiance Hazers	2	1
10x10x12 Box Truss for Lighting	16	1
Chain Motors and Rigging Gear	8	1
Misc. Gaff tape/ splitters/ safety cables	Lot	1

Audio	Qty	Days
EAW Line Array 4/2 per side, 10000 Watts, 4 double 15" subs, 8 top cabinets 3 way system	1	1
DAS stage Monitors	8	1
Allen Heath I live T-112 Digital Audio Console 48/24 FOH with Digital Snake	1	1
Split Snake	1	1
Allen Heath GL3200 Monitor Console	1	1
Ashley 1/3 Oct EQ Rack	6	1
Shure UHF Wireless HH Pack	4	1
Microphone Kit with Stands, Shure Drum Kit, Senn 604, & 81's SM 57, SM58, DIs	2	1
XLR Cabling	Lot	1
Power Cables, Gaff Tape	Lot	1
Backline	Qty	Days
Band Requirement	1	1
Staging-Electric	Qty	Days
Drum Riser	2	1
Keyboard Riser	1	1
Tent 10' x 10' (FOH/Monitor World)	1	1
Clear Com for Six Positions	1	1
Delivery (Set & Strike)	1	1
Talent	Qty	Days
Local/Regional and National Headliner Acts		
Airfare		
Hotel Accommodations		
Hospitality/Catering		
Ground Transport with Runner		
Production Labor	Qty	Days
Event Management including Staff, Prep Work, Site Visits, Programming	1	---
TD & Lighting Engineer & Operator	1	2
Lighting Assist	3	2
Audio Engineer- FOH	1	2
Audio Engineer - Monitors	1	2
Audio Stage Hands	8	2
Overtime and Crew Catering		

BILLING ITEMS

Complete Outlined Package Price:

\$125,000.00

TERMS & DEPOSIT

Performance of this Agreement shall be excused for reasons of labor disputes, strikes or picketing, accidents, government (federal, state or local) requisitions, restrictions upon travel, transportation, power failure or other causes, whether enumerated herein or not, which are beyond the control of the Producer.

- Advance Deposit **\$TBD**
- Final Payment **\$TBD**

INSURANCE

We will provide a comprehensive commercial general liability policy in the amount of 1,000,000.00 per occurrence, 2,000,000 (General Aggregate). Should you require a custom certificate with your company name, the cost is an additional \$150.00 to the contract amount.

CONFIRMATION

The advance deposit is required to secure and guarantee use of the program. The entire amount of that deposit along with any advanced deposits will be credited toward the final bill at the completion of the event.

CANCELLATION

The following cancellation policy will be in effect if written notification is received by certified mail...

- * 45 days prior to event - 50% of advance deposit returned
- * 100% Payment and No refund will apply if notification is made within 29 days of the Event, due to expenses and specialty nature of holiday event.

PAYMENT

Make check payable to Birchmore Group, Inc. in US funds only. Payment must be in full before the completion of the event. We cannot accept personal checks. A \$50.00 fee will be charged for all returned checks.

SPECIAL PROVISIONS

- Talent Fees, Labor and Rental is guaranteed regardless of inclement weather;
 - If operators deem they are in danger of damaging equipment or themselves due to wind, lighting or rain, Birchmore Group has the right to power down equipment. Equipment cannot sustain rain. We recommend taking around rain insurance policy;
 - Client to provide adequate power for audio-visual equipment;
 - Client understands there are prep fees to guarantee performance and Birchmore/Artists are guaranteed payment as outlined in Cancellation Policy;
 - Client to provide schedule of event;
 - Talent will allow up to 25 guests for meet/greet following performance. Meet/Greet not to exceed 30 minutes;
 - Client to provide uniformed police at stage and backstage area;
 - Barricades to be provided by client; if required to prohibit stage entrance.
-

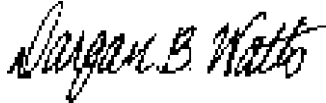
The undersigned acknowledges that s/he, they has/have read and understand(s) this event contract and give Birchmore Group, Inc. the right to pursue items and services contained within the proposal. Please sign and return one copy via [scan/email](#) or via fax to **877-423-7752**.

Signatures: _____

David Burgoon for
City of Apopka
407-703-1641

Date: _____

By:



Birchmore Group, Inc.
3071 N Orange Blossom Trail, Suite S
Orlando FL 32804
FIN #: 59-3523946

Date: 9/28/16

Contract# 49nfw

Backup material for agenda item:

1. Preliminary Development Plan – Wekiva Parkway Industrial Park – Quasi-Judicial Moon

David



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: October 5, 2016
 FROM: Community Development
 EXHIBITS: Vicinity Map
 Aerial Map
 Site Plan
 Landscape Plan

SUBJECT: WEKIVA PARKWAY INDUSTRIAL PARK – PRELIMINARY DEVELOPMENT PLAN

REQUEST: APPROVAL OF THE WEKIVA PARKWAY INDUSTRIAL PARK – PRELIMINARY DEVELOPMENT PLAN SUBJECT TO CONDITIONS. (PARCEL ID NOS.: 01-21-27-0000-00-030, 01-21-27-0000-00-060, 06-21-28-7172-12-060, 06-21-28-7172-13-000, 12-21-27-000-00-010 & 12-21-27-0000-00-018)

SUMMARY:

OWNERS: Mid-Florida Freezer Warehouse, LTD.
 APPLICANT: June Engineering Consultants, Inc.
 ENGINEER: June Engineering Consultants, Inc., c/o Jeffrey A. Sedloff, P.E.
 LOCATION: South of General Electric Road, east of Hermit Smith Road and west of the Western Beltway (S.R. 429)
 EXISTING USE: Vacant Land
 FUTURE LAND USE: Industrial
 CURRENT ZONING: I-1
 PROPOSED DEVELOPMENT: Industrial Park (7 Lots)
 TRACT SIZE: 140.47 +/- 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

CITY COUNCIL – JULY 6, 2016
WEKIVA PARKWAY INDUSTRIAL PARK- PRELIMINARY DEVELOPMENT PLAN
PAGE 2

RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City)	Industrial	I-1	Industrial Warehouse
East (City)	Industrial	I-1	Industrial Warehouse/S.R. 429
South (City)	Mixed Use	M-EC	Vacant land
South (County)	Rural	A-1	Vacant land
West (City)	Industrial/Mixed Use/RVLS	I-1/M-EC/R-1AA	Trucking Site/Vacant Land

ADDITIONAL COMMENTS: The Wekiva Parkway Industrial Park - Preliminary Development Plan is a 140 +/- acres industrial site, which will consist of seven (7) individual lots ranging from nine (9) to fifteen (15) acres in size and developed in four (4) phases. This site is located south of General Electric Road, east of Hermit Smith Road and west S.R. 429.

UTILITY/ACCESS: The site will be serviced by City water, sewer and reclaimed water. There are two proposed access points to the site with the primary entrance point being located on General Electric Road and a secondary access point located onto Hermit Smith Road. There is currently an unnamed and unmaintained road right-of way-running through the center of the property. Prior to final plat approvals the applicant will be requesting to vacate of the right-of-way.

STORMWATER: The stormwater management system will be handled by three on-site dry retention ponds. The stormwater ponds have been designed to meet the City’s Land Development Code requirements.

LANDSCAPE AND BUFFERS: Landscaping for the all lots, tracts and roadway buffers will occur at the construction of each individual lot. The applicant proposes that the construction of all buffer requirements will be constructed on a lot-by-lot basis. As each lot owner is responsible for construction of the buffer wall at the time each lot is developed. The planting materials and irrigation system design shall be consistent with the water-efficient landscape standards set forth in Ordinance No. 2069. A fifty (50) foot wide natural buffer will be maintained around the perimeter of the site.

TREE PROGRAM: The applicant will be required to demonstrate the site meets this tree stock requirement on the final development plan or contribute into the tree bank mitigation program, if applicable.

Total inches on-site:	38,771
Total number of specimen trees:	124
Total inches removed:	35,784
Total inches retained:	2,863
Total inches required:	20,869
Total inches replaced:	0
Total inches post development:	2,863
Tree inches Deficit	18,006

The City’s Land Development Code and Tree Bank policy permit the applicant to make a contribution to the City’s Tree Bank to mitigate the remaining deficient tree inches at \$10.00 per inch. The total amount required to be paid into the Tree Bank will be (\$108,060) dollars

CITY COUNCIL – JULY 6, 2016
WEKIVA PARKWAY INDUSTRIAL PARK- PRELIMINARY DEVELOPMENT PLAN
PAGE 3

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.

CONDITIONS OF APPROVAL:

1. A plat shall not be recorded until City has approved right-of-way vacate for unnamed road right of way within the project site.
2. An eighty foot-wide public right-of-way shall be provided within the Preliminary Development Plan for Peterson Road within the lands owned by Mid-Florida Freezer.
3. Fern Industrial Drive shall be constructed in one phase and the lift station shall be dedicated to the City.
5. Stormwater management system must meet the requirements of the City’s development standards, as determined by the city engineer.

PUBLIC HEARING SCHEDULE:

Planning Commission – May 24, 2016, 5:30 p.m.

City Council – July 6, 2016, 1:30 p.m.

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval of the Wekiva Parkway Industrial Park - Preliminary Development Plan, subject to the findings of this staff report and the conditions of approval.

The **Planning Commission**, at its special meeting on May 24, 2016, recommended approval of the Wekiva Parkway Industrial Park - Preliminary Development Plan, subject to the findings of this staff report and the conditions of approval.

City Council: Approve the Wekiva Parkway Industrial Park Preliminary Development Plan, subject to the findings of this staff report and the conditions of approval.

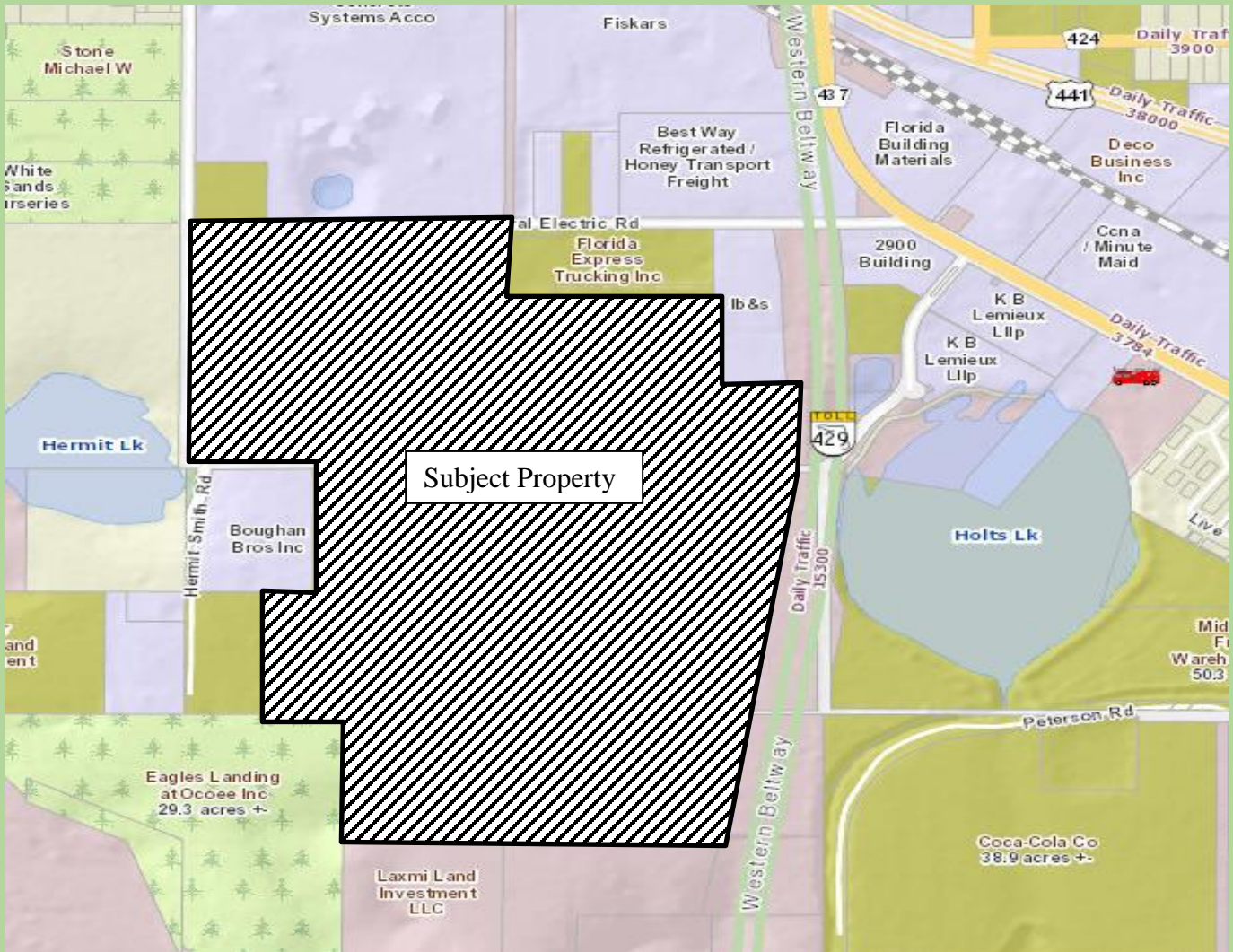
Note: This item is considered quasi-judicial. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

CITY COUNCIL – JULY 6, 2016
WEKIVA PARKWAY INDUSTRIAL PARK- PRELIMINARY DEVELOPMENT PLAN
PAGE 4

Application: Wekiva Parkway Industrial Park Preliminary Development Plan
Owner: Mid Florida Freezer Warehouse, LTD
Applicant: June Engineering, Inc.
Engineer: Jeffrey A. Sedloff, P.E.
Parcel ID No.s: 01-21-27-0000-00-030, 01-21-27-0000-00-060, 06-21-28-7172-12-060,
06-21-28-7172-13-000, 12-21-27-000-00-010 & 12-21-27-0000-00-018
Total Acres: 140.47 +/-



VICINITY MAP

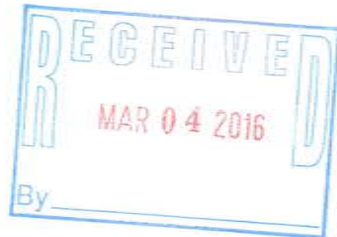




AERIAL MAP



WEKIVA PARKWAY INDUSTRIAL PARK PRELIMINARY DEVELOPMENT PLAN



DESCRIPTION:

PARCEL 01-21-27-0000-00-000
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 300 FEET OF THE NORTH 600 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 & 7, AND 9 OF BLOCK L, TOWN OF PLYMOUTH, AS PER RECORDED PLAT IN PLAT BOOK 8, 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.
LYING WEST OF STATE ROAD 429 (WESTERN BELTWAY)



Location Map

INDEX OF SHEETS	
SHEET TITLE	No.
Cover Sheet	1
Detail Sheet	2
Existing Conditions	3
Overall Preliminary Development Plan	4
Preliminary Development Plan	5-10
Stormwater Pollution Prevention Plan	11
Wetland Inventory Plan	12
Overall Tree Plan	13
Tree Plan	14-19
Landscape & Irrigation Plan	L-1

Site Data / Development Information

Parcel ID Number: 01-21-27-0000-00-030; 01-21-27-0000-00-060; 06-21-28-7172-12-060; 06-21-28-7172-13-000; 12-21-27-0000-00-010; 12-21-27-0000-00-018

Land Area: 140.47 Ac.

Zoning: I-1

Exist. Land Use: Industrial

Proposed Land Use: Industrial

Proposed Number of Lots: 7

Min. Lot Area: 15,000 sf

Max. Building Height: 35 feet

Min. Lot Width: 100

Min Lot Depth: 150

Min. Yard Setbacks:
Front: 25 feet
Side: 10 feet
Side Corner: 25 feet
Rear: 10 feet

FAR: 60% Max.

Phasing: 4 Phases

100 Year Flood Plain: This site is located in Zone "X" area of minimal flooding as per FEMA Flood Map numbers 12095C0110F revised September 25, 2009

OWNER/DEVELOPER: MID-FLORIDA FREEZER 2560 W. ORANGE BLOSSOM TRAIL APOPKA, FL. 32712 (407) 886-1971

ENGINEER: JUNE ENGINEERING CONSULTANTS, INC. 32 W. PLANT STREET WINTER GARDEN, FL. 34767 (407) 905-8180

SURVEYOR: BISHMAN SURVEYING & MAPPING 32 W. PLANT STREET WINTER GARDEN, FL. 34767 (407) 905-8877

GEOTECHNICAL ENGINEER: ECS FLORIDA, LLC 2815 DIRECTORS ROW, SUITE 500 ORLANDO, FL. 32809 (407) 859-8378

ENVIRONMENTAL CONSULTANT: BIO-TECH CONSULTING, INC. 2002 E. ROBINSON STREET ORLANDO, FL. 32803 (407) 894-5969

UTILITY SERVICE PROVIDERS:

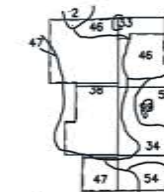
WATER/SEWER/REUSE: CITY OF APOPKA 748 E. CLEVELAND STREET APOPKA, FL. 32703 (407) 703-1731

ELECTRIC: DUKE ENERGY 425 E. CROWN POINT ROAD WINTER GARDEN, FL. 34787 (407) 905-3302

PHONE: CENTURYLINK P.O. BOX 770339 WINTER GARDEN, FL. 34777 (407) 814-5373

CABLE: BRIGHTHOUSE NETWORKS 844 MAGUIRE ROAD OCOEE, FL. 34761 (407) 291-2500

NATURAL GAS: LAKE APOPKA NATURAL GAS 1320 WINTER GARDEN VINELAND ROAD WINTER GARDEN, FL. 34787 (407) 656-2734



- 2 Archbold Fine Sand, 0 to 5 Percent Slopes
- 33 Pits
- 34 Pomello Fine Sand, 0 to 5 Percent Slopes
- 38 St. Lucie Fine Sand, 0 to 5 Percent Slopes
- 46 Tavares Fine Sand, 0 to 5 Percent Slopes
- 47 Tavares-Milhopper Fine Sands, 0 to 5 Percent Slopes
- 54 Zolfo Fine Sand
- 99 Water

SOILS MAP
N.T.S.

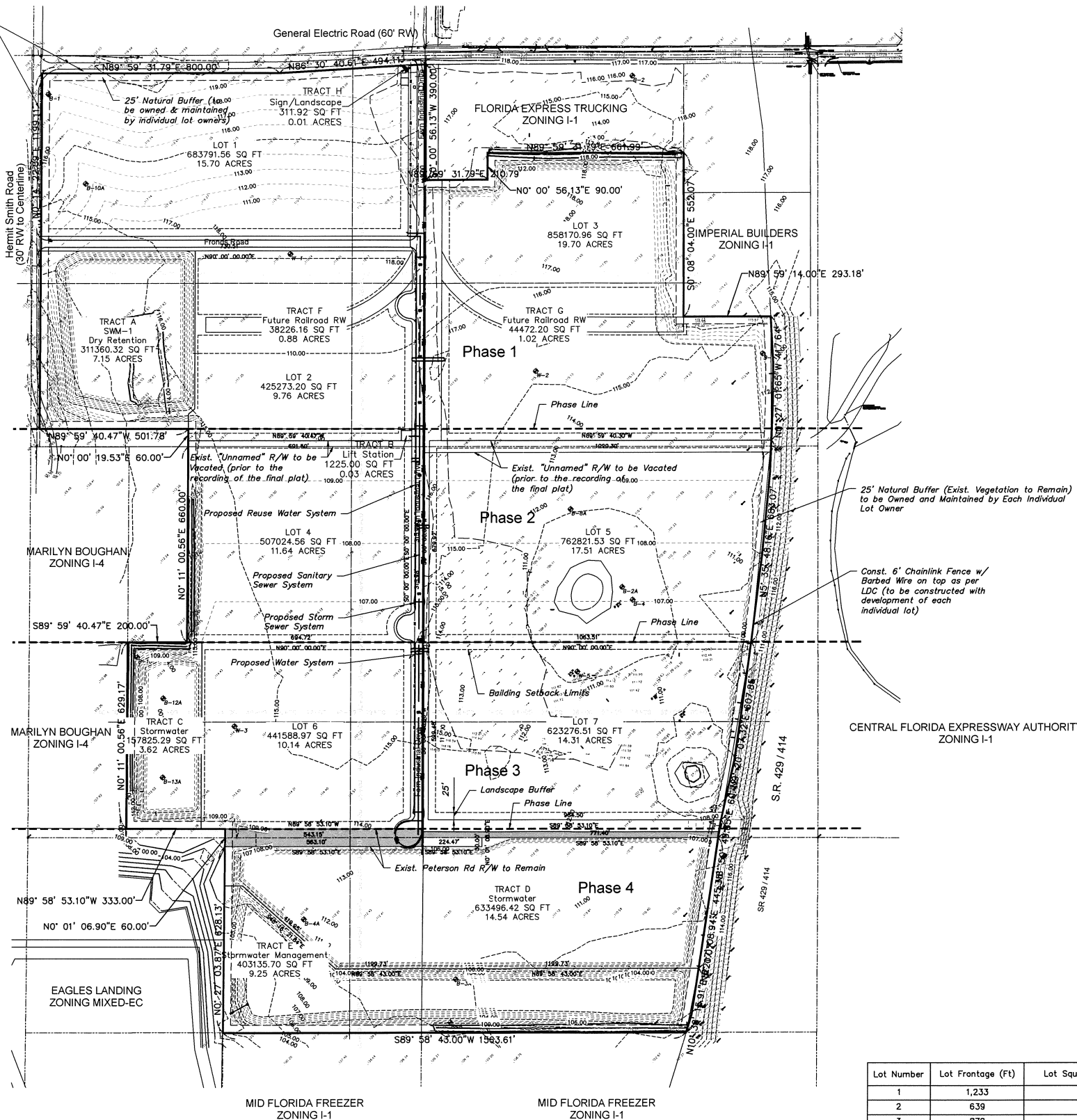
Variance or Waiver Request Table				
Code #	Code Requirement	(V/W)	Request	Justification



FKA AERATED CONCRETE SYSTEMS
ZONING I-1

Const. 5' Concrete Sidewalk (along General Electric Road and Hermit Smith Road property frontages as part of Phase 1 Infrastructure)

NANCY MANN TRUST
ZONING R-1AA



Lot Number	Lot Frontage (Ft)	Lot Square Footage (Ac.)	Max. Building (SF) 60% Max.
1	1,233	15.70	410,335
2	639	9.76	255,087
3	879	19.70	514,879
4	679	11.64	304,223
5	679	17.51	457,641
6	629	10.14	265,019
7	599	14.31	374,006

LEGEND	
Existing Contours	
Proposed Contours	
Existing Grade	
Soil Boring Location	
Proposed Grade	
Finished Floor	
Proposed Pavement	
Storm Structure	
Stormpipe	
Fire Hydrant	
Storm Inlet	
Concrete	
Plan & Profile Sheet #	
Soil Type	
Conservation Line	
100 Year Flood	

DATE	REVISION
11/2/15	City Comments
3/2/16	City Comments

Overall Preliminary
Development Plan
186
Wekiwa Parkway Industrial Park



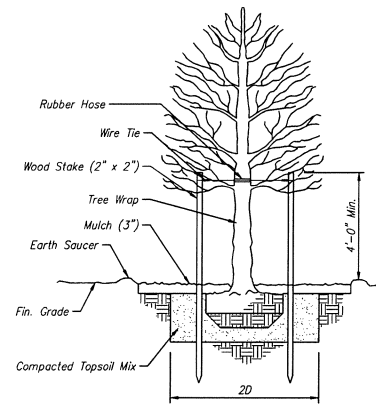
June engineering consultants, Inc.
32 W. Plant Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6232

Certificate of Authorization #00031567

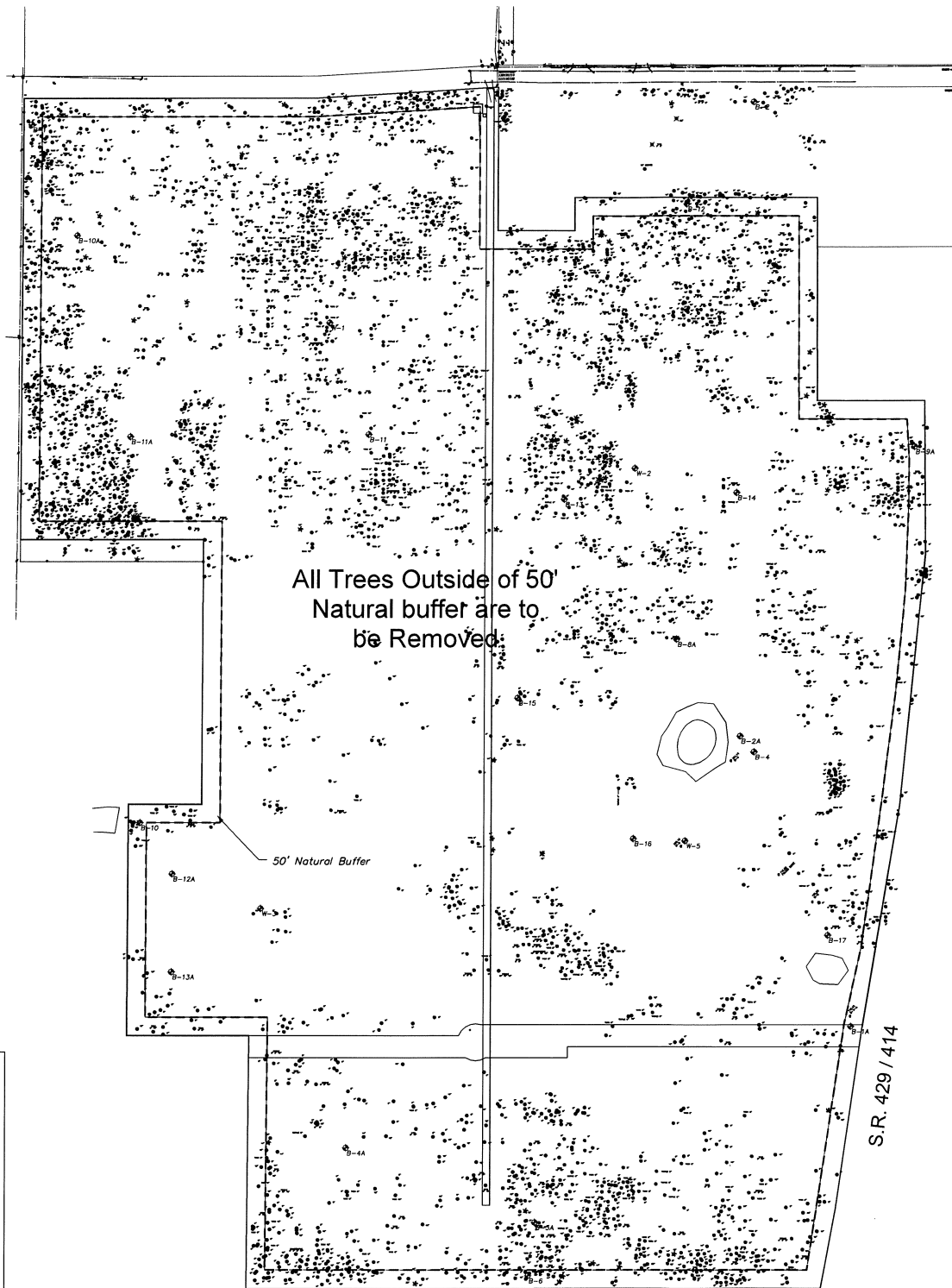
DRAWN BY: CLK CHECKED BY: RAJ SCALE: 1" = 200'
DATE: 6/16/15 DATE: 6/16/15

JEFFREY A. SEDLOFF
PE# 51506

JOB NO.
14-0458
SHEET
4
OF 19

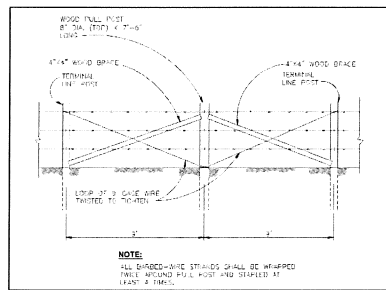


TREE PLANTING DETAIL
N.T.S.

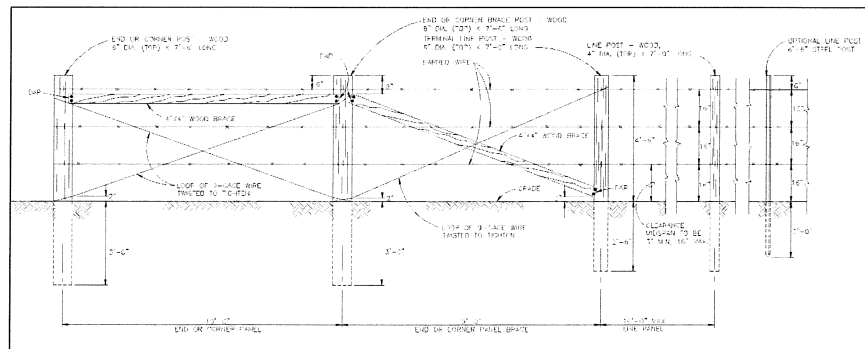


Total Tree Inches on-site (pre-development) 38,771
 Total Tree Inches Removed 35,784
 Total Retained Tree Inches (non-specimen) 2,863
 Total Retained Tree Inches (specimen, 24" DBH or Greater) 124
 Total Tree Inches Replaced 0
 Total Tree Inches on-site (post-development) 2,987
 Total Number of Specimen (24" DBH or Greater) Trees being Removed 17
 Total Specimen Inches Removed 462
 Site Clearing Area 5,962,700 sf (136.885 Ac.)

Existing Tree Information			
Tree Type	Size (Inches)	Number of Trees	Total Inches
Oaks	6	643	3858
	7	1	7
	8	367	2936
	10	316	3160
	12	192	2304
	13	1	13
	14	106	1484
	15	3	45
	16	71	1136
	17	1	17
	18	44	792
	20	10	200
	22	5	110
	24	11	264
	26	3	78
	28	3	84
	30	2	60
	32	2	64
	36	1	36
		Total Oaks	16,648
Palms	8	8	64
	10	11	110
	12	28	336
	14	35	490
	16	11	176
	17	1	17
	18	3	54
	20	3	60
	24	3	72
		Total Palms	1,379
Pines	10	2	20
	12	2	24
	16	1	16
		Total Pines	60
Various	6	1067	6402
	7	2	14
	8	624	4992
	9	3	27
	10	334	3340
	11	4	44
	12	211	2532
	13	5	65
	14	96	1344
	15	2	30
	16	37	592
	17	1	17
	18	24	432
	19	1	19
	20	10	200
	22	6	132
	24	10	240
	26	4	104
	28	1	28
	30	1	30
	32	2	64
	36	1	36
		Total Various	20,684



NOTE:
ALL BRACE-WIRE STRINGS SHALL BE SHIPPED
WELL BOUND TO WOOD AND STAPLED AT
EACH END.



'TEMPORARY' BARBED WIRE FENCE DETAIL
N.T.S.

DATE	REVISION
9/16/15	City Comments
2/9/16	City Comments

Overall Tree / Landscape
 187
 kiva Parkway
 Industrial Park



June engineering
 consultants, inc.
 32 W. Plant Street
 Winter Garden, FL 34787
 Ph. 407-905-8180
 Fax 407-905-6232

KEY	BOTANICAL NAME	COMMON NAME	SIZE
QV	Quercus Virginiana	Live Oak	10'-12' Ht. 8'-10' Spd., 65 gal. 3" DBH 6' Cir. Trk.
SP	S. Babylonica	Sable Palm	10'-12' Ht. Clear Trunk 3" Caliper DBH

Certificate of Authorization #00008507
 SCALE 1" = 200'
 DRAWN BY: CLK CHECKED BY: RAJ DATE: 6/16/15
 JEFFREY A. SEDLOFF PE# 51506

JOB NO.
 14-0458
 SHEET
 13
 OF 21

WEKIVA PARKWAY INDUSTRIAL PARK PRELIMINARY DEVELOPMENT PLAN

DESCRIPTION:

PARCEL 01-21-27-0000-00-060
THE NORTHWEST QUARTER OF THE SOUTHWEST 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 SOUTHWEST 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.

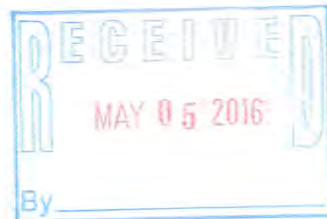
PARCEL 06-21-28-7172-12-060
LOTS 2, 3, 4, 5, 6, 7, AND 9 OF BLOCK L, TOWN OF PLYMOUTH, AS PER RECORDED PLAT IN PLAT BOOK 8, PAGES 17-18, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

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 12-21-27-0000-00-019
THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, LESS THE NORTH 30 FEET FOR RIGHT-OF-WAY, SECTION 12, TOWNSHIP 21 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

PARCEL 12-21-27-0000-00-019
THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, SECTION 12, TOWNSHIP 21 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

LYING WEST OF STATE ROAD 429 (WESTERN BELTWAY)



Location Map

INDEX OF SHEETS	
SHEET TITLE	No.
Cover Sheet	1
Detail Sheet	2
Existing Conditions	3
Overall Preliminary Development Plan	4
Preliminary Development Plan	5-10
Stormwater Pollution Prevention Plan	11
Wetland Inventory Plan	12
Overall Tree Plan	13
Tree Plan	14-19
Landscape & Irrigation Plan	L-1

Site Data / Development Information

Parcel ID Number: 01-21-27-0000-00-030; 01-21-27-0000-00-060; 06-21-28-7172-12-060; 06-21-28-7172-13-000; 12-21-27-0000-00-010; 12-21-27-0000-00-018

Land Area: 140.47 Ac.

Zoning: I-1

Exist. Land Use: Industrial

Proposed Land Use: Industrial

Proposed Number of Lots: 6

Min. Lot Area: 15,000 sf

Max. Building Height: 35 feet

Min. Lot Width: 100

Min. Lot Depth: 150

Min. Yard Setbacks:
Front 25 feet
Side 10 feet
Side Corner 25 feet
Rear 10 feet

FAR: 60% Max.

Phasing: 4 Phases

100 Year Flood Plain: This site is located in Zone "X" area of minimal flooding as per FEMA FIRM Map numbers 12095C0110F revised September 25, 2009

OWNER/DEVELOPER: MID-FLORIDA FREEZER 2560 W. ORANGE BLOSSOM TRAIL APOPKA, FL 32712 (407) 886-1971

ENGINEER: JUNE ENGINEERING CONSULTANTS, INC. 32 W. PLANT STREET WINTER GARDEN, FL 34787 (407) 905-8180

SURVEYOR: BISHMAN SURVEYING & MAPPING 32 W. PLANT STREET WINTER GARDEN, FL 34787 (407) 905-8877

GEOTECHNICAL ENGINEER: ECS FLORIDA, LLC 2815 DIRECTOR'S ROW, SUITE 500 ORLANDO, FL 32809 (407) 859-8378

ENVIRONMENTAL CONSULTANT: BIO-TECH CONSULTING, INC. 2002 E. ROBINSON STREET ORLANDO, FL 32803 (407) 894-5969

UTILITY SERVICE PROVIDERS:

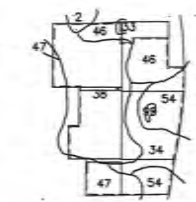
WATER/SEWER/REUSE: CITY OF APOPKA 748 E. CLEVELAND STREET APOPKA, FL 32703 (407) 703-1731

ELECTRIC: DUKE ENERGY 425 E. CROWN POINT ROAD WINTER GARDEN, FL 34787 (407) 905-3302

PHONE: CENTURYLINK P.O. BOX 770339 WINTER GARDEN, FL 34777 (407) 814-5373

CABLE: BRIGHTHOUSE NETWORKS 844 MAGUIRE ROAD OCOEE, FL 34761 (407) 291-2500

NATURAL GAS: LAKE APOPKA NATURAL GAS 1320 WINTER GARDEN VINELAND ROAD WINTER GARDEN, FL 34787 (407) 656-2734

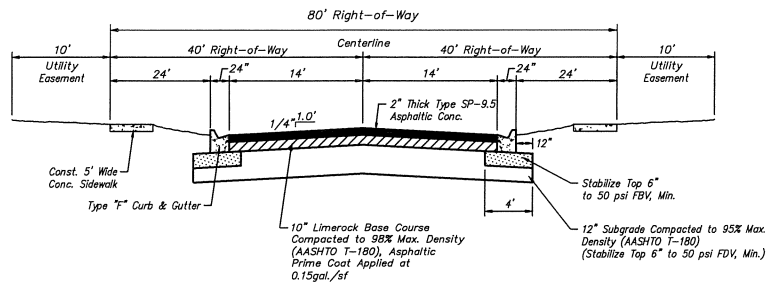


- 2 Archbold Fine Sand, 0 to 5 Percent Slopes
- 33 Fills
- 34 Pamella Fine Sand, 0 to 5 Percent Slopes
- 38 St. Lucie Fine Sand, 0 to 5 Percent Slopes
- 46 Tavares Fine Sand, 0 to 5 Percent Slopes
- 47 Tavares-Milhopper Fine Sands, 0 to 5 Percent Slopes
- 54 Zallo Fine Sand
- 99 Water

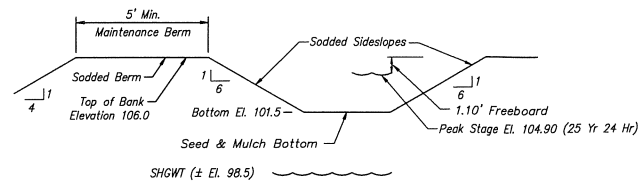
SOILS MAP
N.T.S.

Variance or Waiver Request Table				
Code #	Code Requirement	(V/W)	Request	Justification

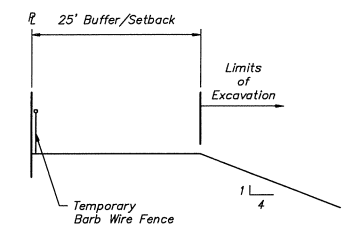




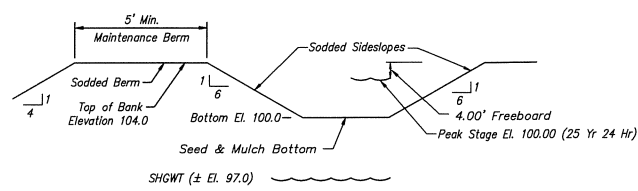
TYPICAL ROAD SECTION
N.T.S.



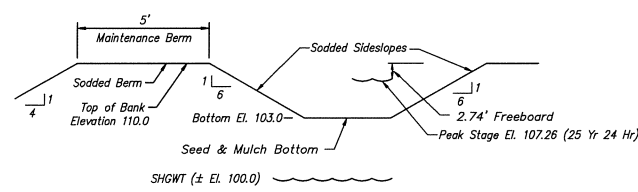
TYPICAL POND SECTION
N.T.S.



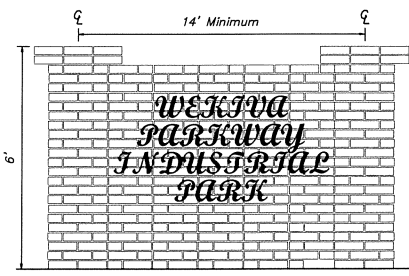
TYPICAL BUFFER/SETBACK SECTION
N.T.S.



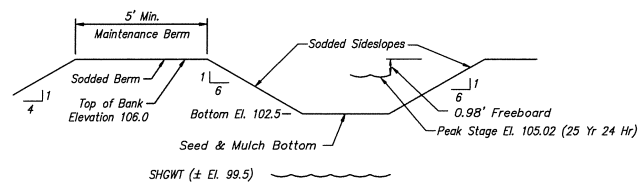
TYPICAL POND SECTION
N.T.S.



TYPICAL POND SECTION
N.T.S.



WALL SIGN DETAIL
N.T.S.



TYPICAL POND SECTION
N.T.S.

FIRE DEPARTMENT NOTES

- ALL ROADWAYS, WATER LINE INFRASTRUCTURE AND FIRE HYDRANTS SHALL BE IN PLACE BEFORE BUILDING CONSTRUCTION MAY BEGIN.
- IF COMPLEX IS GATED MUST HAVE OPTION VISUAL TYPE ACTIVATION FOR EMERGENCY VEHICLES, YELP SIREN ACTIVATION, AND KEY CODE 1882 FOR EMERGENCY ACCESS.
- FIRE HYDRANTS MUST BE LOCATED WITHIN 250 FEET OF ALL STRUCTURES.
- FIRE HYDRANTS SHALL BE MARKED WITH A BLUE ROAD REFLECTOR.
- FOLLOW FLORIDA STATUTE 633.027 CONCERNING LIGHT FRAME TRUSS CONSTRUCTION.
- FOLLOW CURRENT NFPA AND FLORIDA FIRE PREVENTION CODE CONCERNING FIRE AND LIFE SAFETY.

GENERAL NOTES

- ALL CONSTRUCTION INCLUDING BUT NOT LIMITED TO CLEARING, GRUBBING, EXCAVATION, EMBANKMENT, GRADING, GRASSING, STORM PIPE, STORM STRUCTURES, UNDERDRAIN, PAVING, CURBING, SIDEWALKS, WATER MAINS, WATER SERVICES, SEWER MAINS AND SERVICES, AND MATERIAL TESTING SHALL CONFORM TO CITY OF APOPKA AND TO THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, MOST RECENT EDITIONS.
- ALL DISTURBED AREAS SHALL BE SEED AND MULCHED UPON COMPLETION OF CONSTRUCTION. SLOPED AREAS, SWALES, POND SIDE SLOPES, ETC. MAY BE REQUIRED TO BE SOODED. CITY OF APOPKA WILL REVIEW ANY OF THESE AREAS PRIOR TO CERTIFICATE OF ACCEPTANCE.
- ALL PROPOSED GRADES SHOWN ARE FINISHED GRADES.
- THE FLOWLINES OF ALL CURBS SHALL BE GRADED TO OBTAIN A MINIMUM GRADE OF 0.30% AND SHALL DRAIN POSITIVELY TO ALL INLETS.
- BOUNDARY AND TOPOGRAPHIC INFORMATION SUPPLIED BY BISHMAN SURVEYING & MAPPING, INC.
- UTILITIES SHOWN WERE LOCATED FROM BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION AND PROTECTION OF ALL UTILITIES THAT MAY EXIST.
- THE ELEVATIONS SHOWN HEREON ARE BASED ON ORANGE COUNTY DATUM PER BENCHMARK NUMBER S1302081, ELEVATION 87.007 (NAVD 88).
- THE CONTRACTOR IS RESPONSIBLE TO PROVIDE EROSION AND SEDIMENT CONTROL THROUGHOUT THE CONSTRUCTION PHASE WHICH SHALL INCLUDE, BUT NOT LIMITED TO THE PLACEMENT OF SILT FENCES, STACKED SYNTHETIC BALES OR OTHER SIMILAR STRUCTURES ALONG THE PERIMETER OF THE SITE. THIS WORK SHALL CONFORM TO THE REQUIREMENTS OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE FLORIDA DEPARTMENT OF TRANSPORTATION AS OUTLINED IN F.D.O.T. STANDARD INDEX #102. THE CONTRACTOR SHALL PROVIDE AN EROSION CONTROL PLAN. STORM INLETS WILL BE REQUIRED TO HAVE SEDIMENT PROTECTION, SUCH AS PERFORATED PIPES WITH SOCKS.
- STRIPPINGS AND ALL UNCLASSIFIED MATERIALS MUST BE REMOVED FROM RETENTION AREAS AND ROADWAYS AND DISPOSED OF OFFSITE AS DIRECTED BY ENGINEER.
- SOILS REPORT BY ECS FLORIDA, LLC.
- CONTRACTOR SHALL IMMEDIATELY NOTIFY JUNE ENGINEERING CONSULTANTS, INC. OF ANY PROBLEMS REQUIRING DEVIATION FROM THESE PLANS AND SPECIFICATIONS.
- CONTRACTOR SHALL PROVIDE AS-BUILT INFORMATION TO ENGINEER ON THE FOLLOWING ITEMS: PAVING GRADES AT POINTS SHOWN ON THESE PLANS; ALL STORM STRUCTURE AND PIPING INVERTS AND LOCATIONS; ALL WATER MAIN, SERVICES, FIRE HYDRANTS, VALVES, AND BLOWOFF LOCATIONS.
- STORM PIPE MEASUREMENTS SHOWN ARE MEASURED TO END OF MITERED END SECTIONS AND TO THE CENTER OF STORM STRUCTURES. SANITARY PIPE MEASUREMENTS ARE TO CENTER OF STRUCTURE.
- INDIVIDUAL LOT OWNERS WILL BE REQUIRED TO CONSTRUCT DRIVEWAYS AND SIDEWALKS AT THE TIME OF INDIVIDUAL CONSTRUCTION. CONTRACTOR WILL BE REQUIRED TO CONSTRUCT SIDEWALKS WHERE REQUIRED ALONG RETENTION PONDS AND COMMON TRACTS AS PART OF THE INFRASTRUCTURE.
- CONTRACTOR SHALL COORDINATE PLACEMENT OF ALL UNDERGROUND CONDUITS NEEDED FOR UTILITIES AND IRRIGATION.
- CONTRACTOR SHALL ACQUIRE, REVIEW, AND MEET ALL CONDITIONS OF PERMITS PERTAINING TO THE CONSTRUCTION OF PROJECT INCLUDING BUT NOT LIMITED TO CITY OF APOPKA, ST. JOHNS RIVER WATER MANAGEMENT AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION.
- CONTRACTOR SHALL USE PLAT FOR ALL CONSTRUCTION LAYOUT AND NOTIFY ENGINEER OF ANY CONFLICTS BETWEEN PLAT AND CONSTRUCTION PLANS.
- FILL MATERIAL SHALL BE PLACED (MAX. 12" LIFTS) AS SHOWN BY THE PROPOSED ELEVATIONS AND TYPICAL SECTIONS AND COMPACTED TO A MINIMUM OF 95% MAXIMUM DENSITY (AASHTO T-180) AS VERIFIED BY A SOILS ENGINEERING COMPANY RETAINED BY THE OWNER. SUITABILITY OF FILL MATERIAL SHALL BE APPROVED BY A SOILS ENGINEER.
- THE CONTRACTOR SHALL NOTIFY ST. JOHNS RIVER WATER MANAGEMENT DISTRICT IF ANY DRAINAGE SHALL BE REQUIRED. IF REQUIRED SURVIVOR WILL DETERMINE IF A PERMIT IS NECESSARY.
- CONTRACTOR TO CONFIRM ELEVATIONS OF CONNECTIONS TO EXISTING SANITARY & STORM STRUCTURES & WORKABILITY OF THE SYSTEMS, PRIOR TO CONSTRUCTION AND ORDERING OF NEW STRUCTURES.
- CONTRACTOR RESPONSIBLE FOR SIZING BOXES IF NOT ADEQUATE.
- BERMS CONSTRUCTED OF FILL SHALL BE CERTIFIED BY A GEOTECHNICAL ENGINEER. A GEOTECHNICAL ENGINEER SHALL ALSO CERTIFY THAT BERMS CONSTRUCTED OF FILL HAVE BEEN COMPLETED AS DESIGNED.
- SEDIMENT AND EROSION PROTECTION MEASURES SHOWN HEREIN ARE THE MINIMUM REQUIRED. ADDITIONAL MEASURES/CONTROLS SHALL BE UTILIZED AS NEEDED DEPENDENT UPON ACTUAL SITE CONDITIONS AND CONSTRUCTION OPERATIONS.
- AN ILLUMINATION PLAN SHALL BE PROVIDED ALONG WITH THE SITE PLAN FOR EACH INDIVIDUAL LOT.
- A LETTER MUST BE OBTAINED FROM THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWCC) REGARDING WILDLIFE MANAGEMENT PLAN FOR CORMORANT TOWHEES OR OTHER IDENTIFIED SPECIES PRIOR TO ANY CONSTRUCTION ACTIVITIES OCCURRING ON SITE.
- ALL INTERNAL ROADS SHALL BE PUBLIC STREETS.
- ARCHITECTURAL RENDERINGS SHALL BE PROVIDED WITH FINAL DEVELOPMENT PLANS WITH THE DEVELOPMENT OF EACH INDIVIDUAL LOT. ARCHITECTURAL EXTERIOR OF THE BUILDINGS SHALL MEET THE INTENT OF CITY'S DEVELOPMENT DESIGN GUIDELINES.
- ALL SERVICE EQUIPMENT AND UTILITY BOXES MUST BE FULLY SCREENED.
- ADDITIONAL STANDARDS AND CONDITIONS APPEAR IN A DEVELOPMENT AGREEMENT APPROVED BY THE CITY COUNCIL ON _____ DATE WILL BE REQUIRED AFTER APPROVAL OF THE DEVELOPMENT AGREEMENT.
- TREE MITIGATION FEE WILL BE CALCULATED ON A PHASE BY PHASE BASIS AND CLEARING AND GRASSING SHALL OCCUR WITHIN ANY PHASE UNTIL THE TREE MITIGATION FEE CALCULATION HAS BEEN APPROVED BY THE COMMUNITY DEVELOPMENT DEPARTMENT AND PAYMENT TO THE CITY HAS BEEN MADE.
- FINAL DESIGN OF INTERNAL ROADS SHALL OCCUR AT THE FINAL DEVELOPMENT PLAN APPLICATION.
- A TRAFFIC STUDY SHALL BE PREPARED AT THE FINAL DEVELOPMENT PLAN APPLICATION TO ADDRESS THE ENTIRE SUBDIVISION. AN UPDATE OF THE TRAFFIC STUDY SHALL OCCUR WITH THE DEVELOPMENT PLAN SUBMITTAL FOR EACH LOT IF THE TRAFFIC GENERATION IS ESTIMATED TO EXCEED THAT WITHIN THE ORIGINAL PROJECT TRAFFIC STUDY.
- ANY CITY DEVELOPMENT REQUIREMENTS NOT MET AT THE PRELIMINARY DEVELOPMENT PLAN SHALL BE ADDRESSED AT THE FINAL DEVELOPMENT PLAN FOR THE SUBDIVISION OR FOR EACH LOT, AS DETERMINED BY THE COMMUNITY DEVELOPMENT DIRECTOR.

Tract Information		
Tract	Use	Ownership & Maintenance
A	Stormwater Managment	Property Owners Association
B	Lift Station	City of Apopka
C	Stormwater Management	Property Owners Association
D	Stormwater Management	Property Owners Association
E	Stormwater Management	Property Owners Association
F	Future Railroad Right-of-Way	Property Owners Association
G	Future Railroad Right-of-Way	Property Owners Association
H	Wall / Landscape	Property Owners Association

DATE	REVISION
11/2/15	CITY COMMENTS
5/2/16	CITY COMMENTS

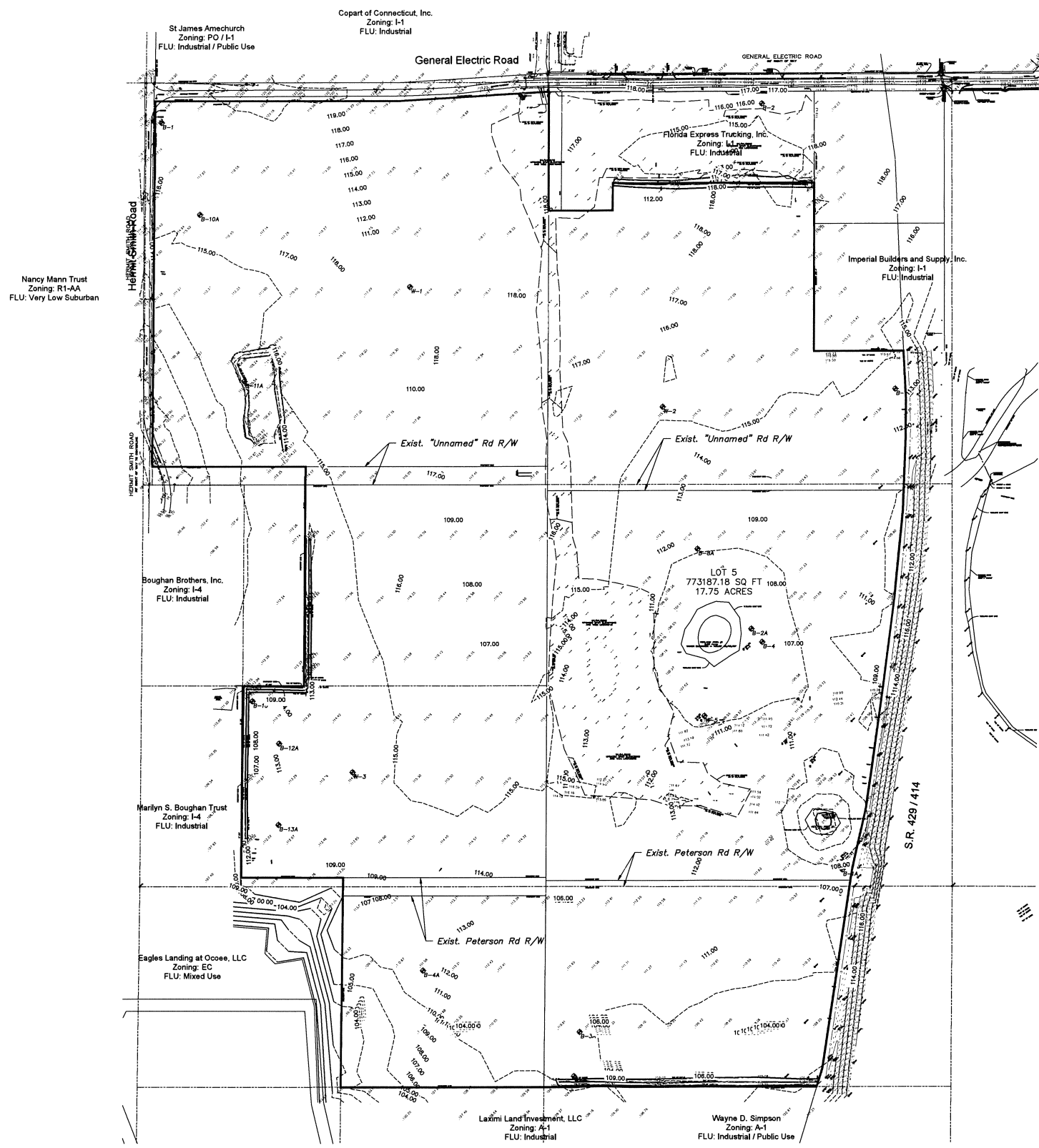
Standard Details
189
Weekiwa Parkway Industrial Park

JEC June engineering consultants, inc.
32 W. Plant Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6232
Certificate of Authorization #00031567

JEFFREY A. SEDLOFF
PE# 51506

JOB NO.
14-0458
SHEET
2
OF 10

DRAWN BY: CLK
DATE: 6/16/15
CHECKED BY: RAJ
DATE: 6/16/15
SCALE: 1" = 200'



Site Data Table	
Parcel ID Number	01-21-27-0000-00-060; 06-21-28-7172-12-060; 01-21-27-0000-00-030; 06-21-28-7172-13-000; 12-21-27-0000-00-010; 12-21-27-0000-00-018
Future Land Use	Industrial
Zoning	I-1
Adjacent Land Use	North: Industrial East: Mixed Use/PR South: Ag West: Industrial/Mixed Use/Commercial
Adjacent Zoning	North: I-1 East: I-1 South: A-1 West: I-4, Mixed EC, R-1AA
Acreage/Square Footage	Acre: 140.47 S.F. 6,118,873
Building Height	Proposed: 35' Max. 35'
Density	Proposed: units/Ac. Max.
Building Setbacks	Proposed Front: 25' Side: 10' Rear: 10' Corner: 25' Required Front: 25' Side: 10' Rear: 10' Corner: 25'
Open Space	Proposed: Required:
Tree Bank Mitigation Fee	
Waiver Request	No
Variance Request	No

Nancy Mann Trust
Zoning: R1-AA
FLU: Very Low Suburban

LEGEND	
Existing Contours	
Proposed Contours	
Existing Grade	
Soil Boring Location	
Proposed Grade	
Finished Floor	
Proposed Pavement	
Storm Structure	
Stormpipe	
Fire Hydrant	
Storm Inlet	
Concrete	
Plan & Profile Sheet #	
Soil Type	
Conservation Line	
100 Year Flood	

DATE	REVISION
11/2/15	City Comments
3/2/16	City Comments

Existing Conditions
190
 Wekiva Parkway Industrial Park

JEC June engineering consultants, Inc.
 32 W. Plant Street
 Winter Garden, FL 34787
 Ph. 407-905-8180
 Fax 407-905-6232
 Certificate of Authorization #00031567

JEFFREY A. SEDLOFF
 PE# 51506

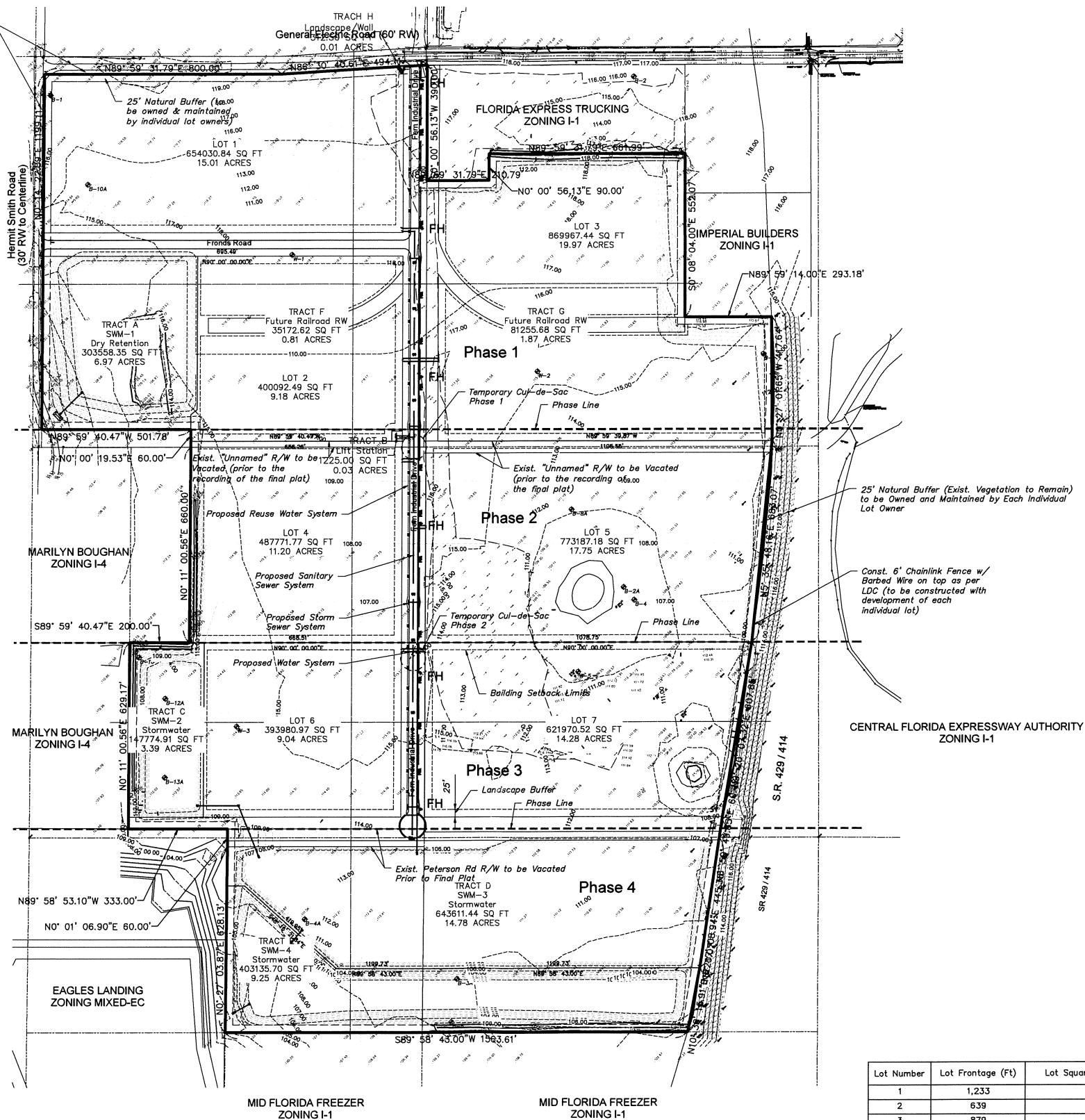
JOB NO.
14-0458
 SHEET
3
 OF 19

DRAWN BY: CLK CHECKED BY: RAJ SCALE 1" = 200'
 DATE: 6/16/15 DATE: 6/16/15

FKA AERATED CONCRETE SYSTEMS
ZONING I-1

Const. 5' Concrete Sidewalk (along General Electric Road and Hermit Smith Road property frontages as part of Phase 1 Infrastructure)

NANCY MANN TRUST
ZONING R-1AA



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
ZONING I-1

EAGLES LANDING
ZONING MIXED-EC

MID FLORIDA FREEZER
ZONING I-1

MID FLORIDA FREEZER
ZONING I-1

Lot Number	Lot Frontage (Ft)	Lot Square Footage (Ac.)	Max. Building (SF) 60% Max.
1	1,233	15.70	410,335
2	639	9.76	255,087
3	879	19.70	514,879
4	679	11.64	304,223
5	679	17.51	457,641
6	629	10.14	265,019
7	599	14.31	374,006

LEGEND	
Existing Contours	
Proposed Contours	
Existing Grade	
Soil Boring Location	
Proposed Grade	
Finished Floor	
Proposed Pavement	
Storm Structure	
Stormpipe	
Fire Hydrant	
Storm Inlet	
Concrete	
Plan & Profile Sheet #	
Soil Type	
Conservation Line	
100 Year Flood	

DATE	REVISION
11/2/15	City Comments
3/2/16	City Comments
5/2/16	City Comments

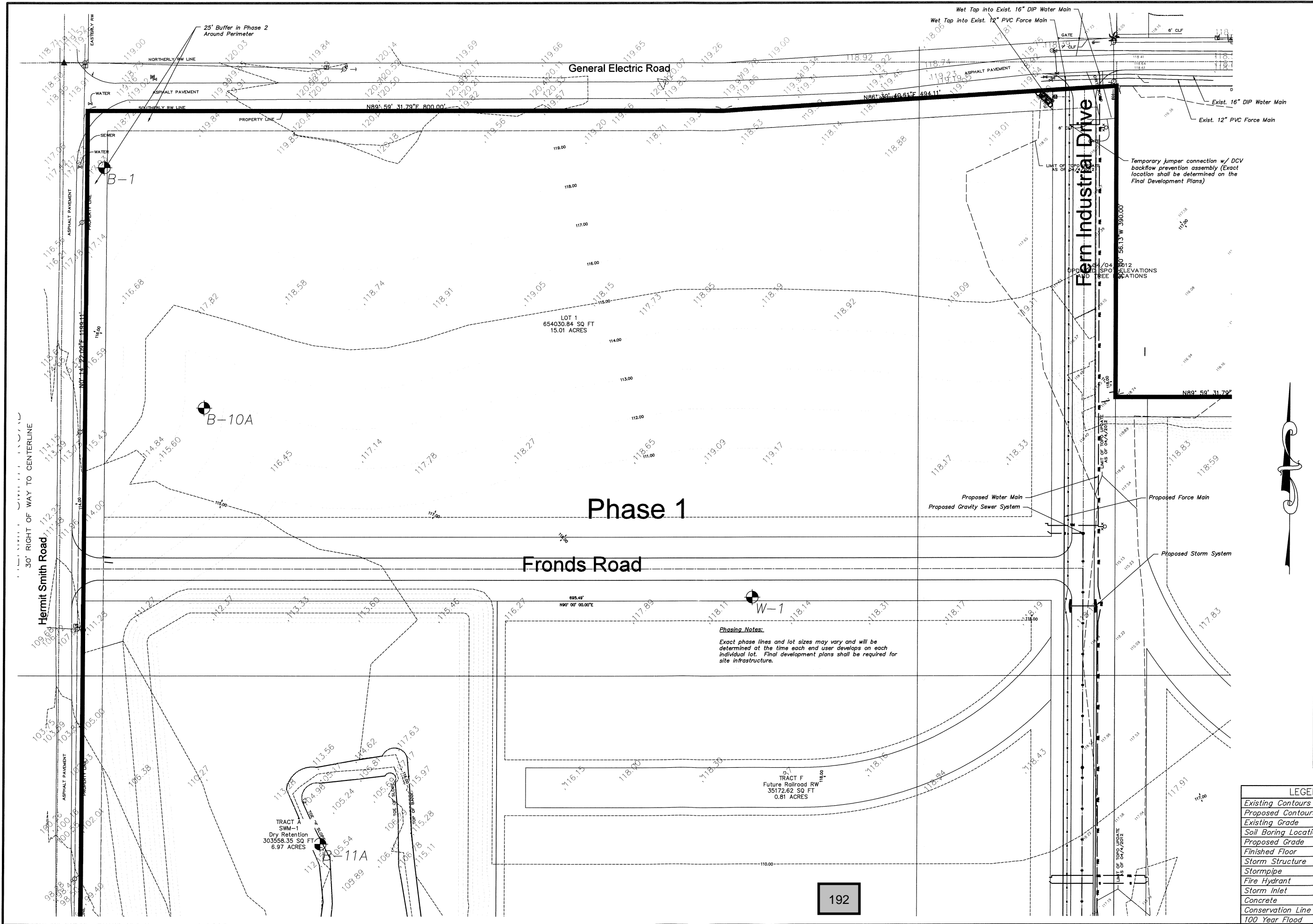
Overall Preliminary
Development Plan
191
Wekiwa Parkway Industrial Park

JEC june engineering consultants, inc.
32 W. Plant Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6232
Certificate of Authorization #00031567

DRAWN BY: CLK
DATE: 6/16/15
CHECKED BY: RAJ
DATE: 6/16/15
SCALE: 1" = 200'

JEFFREY A. SEDLOFF
PE# 51506

JOB NO.
14-0458
SHEET
4
OF 19



General Electric Road

Phase 1

Fronds Road

Fern Industrial Drive

Phasing Notes:
 Exact phase lines and lot sizes may vary and will be determined at the time each end user develops on each individual lot. Final development plans shall be required for site infrastructure.

TRACT A
 SWM-1
 Dry Retention
 303558.35 SQ FT
 6.97 ACRES

TRACT F
 Future Railroad RW
 35172.62 SQ FT
 0.81 ACRES

LOT 1
 654030.84 SQ FT
 15.01 ACRES

Temporary jumper connection w/ DCV backflow prevention assembly (Exact location shall be determined on the Final Development Plans)

Proposed Water Main
 Proposed Gravity Sewer System

Proposed Force Main

Proposed Storm System

30' RIGHT OF WAY TO CENTERLINE
 Hermit Smith Road

Wet Tap into Exist. 16" DIP Water Main

Wet Tap into Exist. 12" PVC Force Main

25' Buffer in Phase 2
 Around Perimeter

Exist. 16" DIP Water Main
 Exist. 12" PVC Force Main

JOB NO.
14-0458
 SHEET
5 OF 19

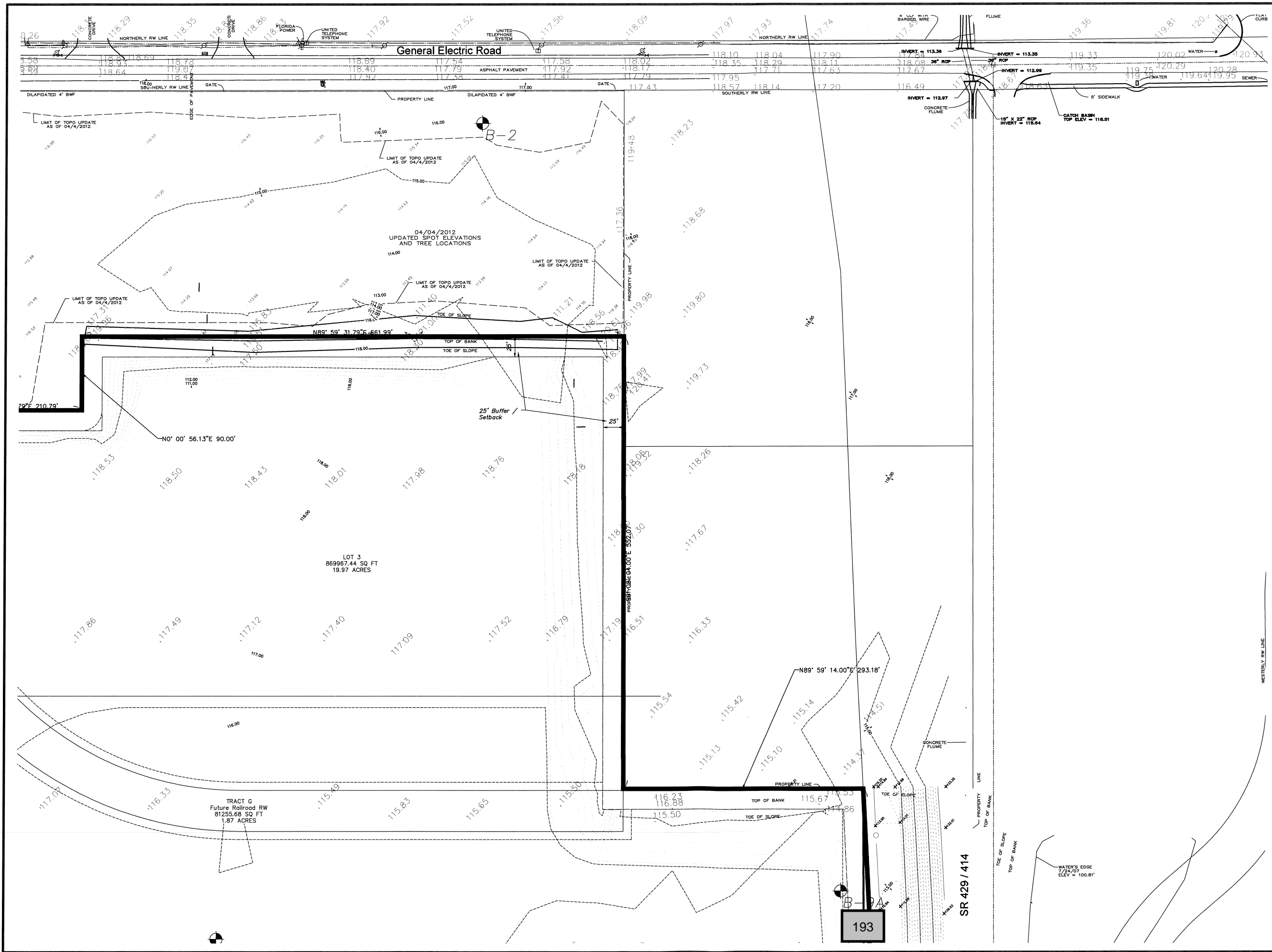
JEFFREY A. SEDLORF
 P.E.# 51506

JEC
 June engineering consultants, inc.
 32 W. Plant Street
 Winter Garden, FL 34787
 Ph. 407-905-8180
 Fax 407-905-6232
 Certificate of Authorization #00031567
 DRAWN BY: CLK CHECKED BY: PAK SCALE: 1" = 50'
 DATE: 6/16/15 DATE: 6/16/15

Preliminary Development Plan
 Wekiva Parkway
 Industrial Park

DATE	REVISION
11/2/15	City Comments
5/2/16	City Comments

LEGEND	
Existing Contours	
Proposed Contours	
Existing Grade	
Soil Boring Location	
Proposed Grade	
Finished Floor	
Storm Structure	
Stormpipe	
Fire Hydrant	
Storm Inlet	
Concrete	
Conservation Line	
100 Year Flood	



JOB NO. 14-0458
SHEET 6 OF 19

JEFFREY A. SEDLOR
PE# 51506

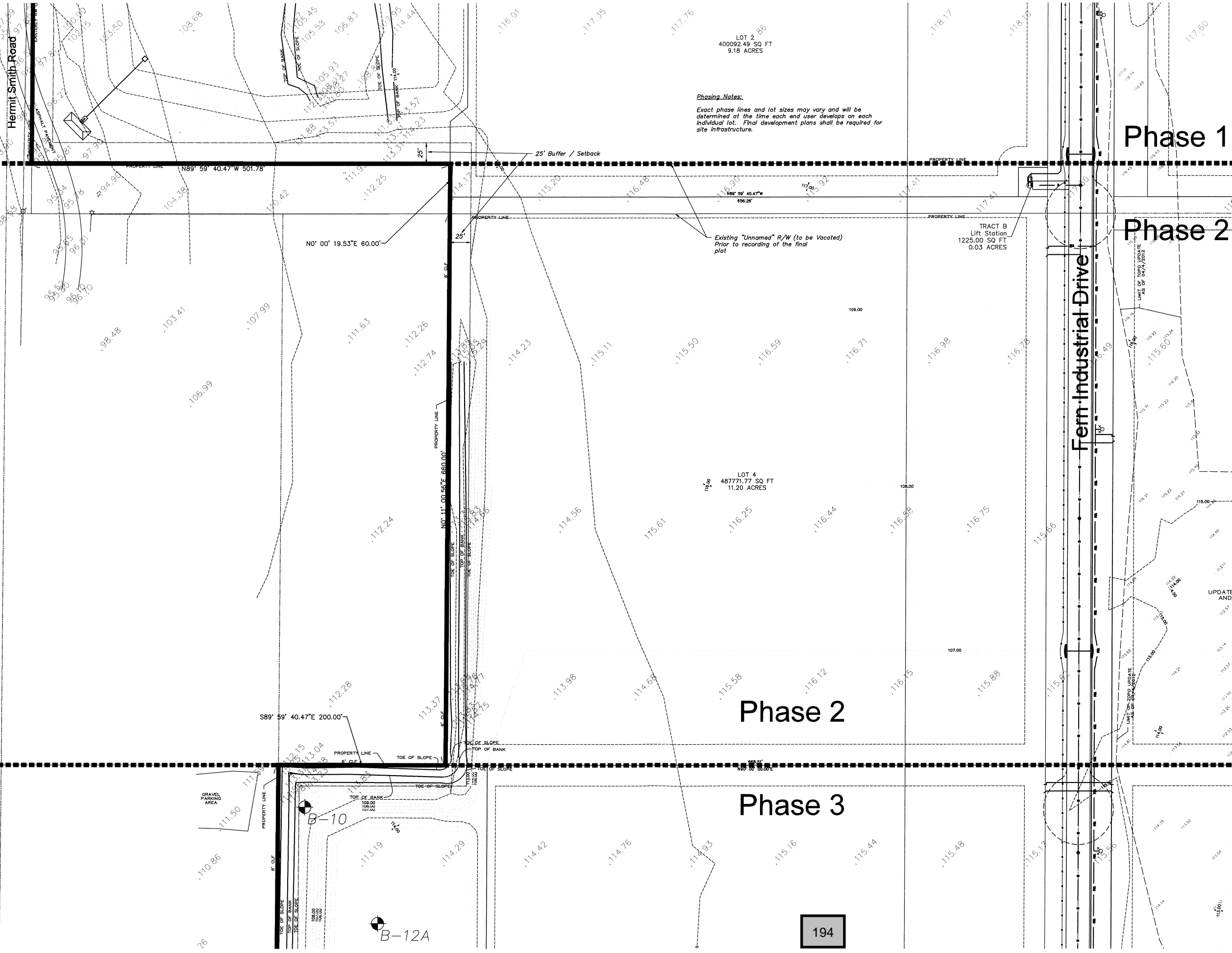
JEG
June engineering consultants, inc.
32 W. Plant Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6232
Certificate of Authorization #00031567
DRAWN BY: GJA CHECKED BY: BJA SCALE: 1" = 50'
DATE: 6/16/15

Preliminary Development Plan
Wekiva Parkway
Industrial Park

DATE	REVISION	City Comments
11/2/15		

LEGEND	
Existing Contours	
Proposed Contours	
Existing Grade	
Soil Boring Location	
Proposed Grade	
Finished Floor	
Storm Structure	
Stormpipe	
Fire Hydrant	
Storm Inlet	
Concrete	
Conservation Line	
100 Year Flood	

HERMIT SMITH ROAD
30' RIGHT OF WAY TO CENTERLINE



Phasing Notes:
Exact phase lines and lot sizes may vary and will be determined at the time each and user develops on each individual lot. Final development plans shall be required for site infrastructure.

Phase 1

Phase 2

Phase 2

Phase 3

Fern Industrial Drive

LOT 2
400092.49 SQ FT
9.18 ACRES

LOT 4
487771.77 SQ FT
11.20 ACRES

TRACT B
Lift Station
1225.00 SQ FT
0.03 ACRES

Existing "Unnamed" R/W (to be Vacated)
Prior to recording of the final plat

N0° 00' 19.53"E 60.00'

S89° 59' 40.47"E 200.00'

N0° 11' 00.56"E 660.00'

25' Buffer / Setback

GRAVEL PARKING AREA

B-10

B-12A

194

JOB NO.
14-0458
SHEET 7 OF 19

JEFFREY A. SEDLOFF
PEL 51506

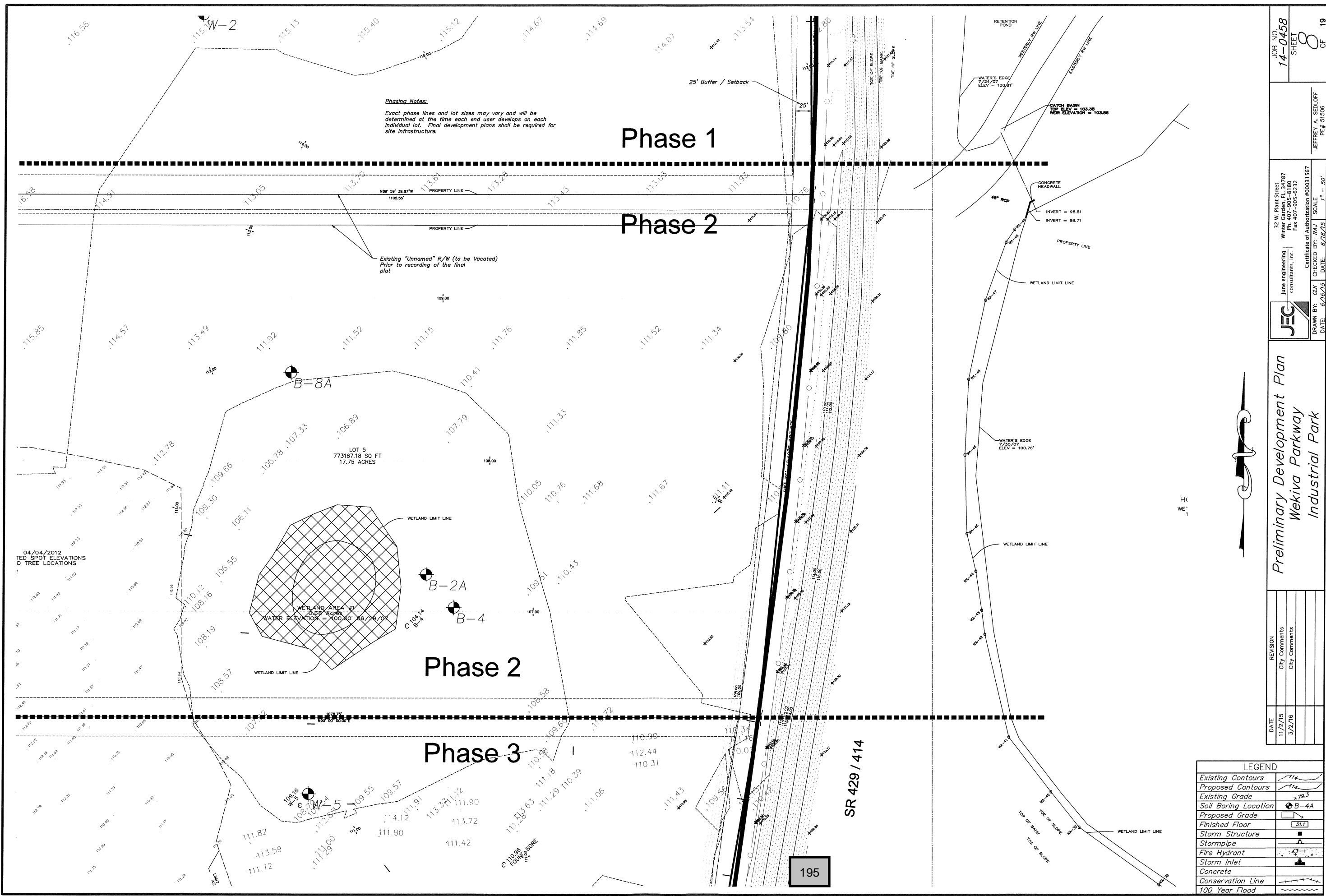
32 W Plant Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6232

JEG
June engineering
consultants, inc.

Preliminary Development Plan
Wekiva Parkway
Industrial Park

DATE	REVISION
11/2/15	City Comments
3/2/16	City Comments
5/2/16	City Comments

LEGEND	
Existing Contours	
Proposed Contours	
Existing Grade	
Soil Boring Location	
Proposed Grade	
Finished Floor	
Storm Structure	
Stormpipe	
Fire Hydrant	
Storm Inlet	
Concrete	
Conservation Line	
100 Year Flood	



Phasing Notes:
 Exact phase lines and lot sizes may vary and will be determined at the time each user develops on each individual lot. Final development plans shall be required for site infrastructure.

Existing "Unnamed" R/W (to be Vacated) Prior to recording of the final plat

WETLAND AREA #1
 10.89 ACRES
 WATER ELEVATION = 100.40' @ 66' / 25' / 0'

04/04/2012
 TIED SPOT ELEVATIONS
 AND TREE LOCATIONS

LEGEND	
Existing Contours	
Proposed Contours	
Existing Grade	
Soil Boring Location	
Proposed Grade	
Finished Floor	
Storm Structure	
Stormpipe	
Fire Hydrant	
Storm Inlet	
Concrete	
Conservation Line	
100 Year Flood	

JOB NO.
14-0458
 SHEET
 8 OF 19

JEFFREY A. SEDLORFF
 PE# 91506

JEG
 June engineering consultants, inc.
 32 W. Plant Street
 Winter Garden, FL 34787
 Ph. 407-905-8180
 Fax 407-905-6332
 Certificate of Authorization #00031567
 DRAWN BY: GJK CHECKED BY: BAK SCALE: 1" = 50'
 DATE: 6/16/15 DATE: 6/16/15

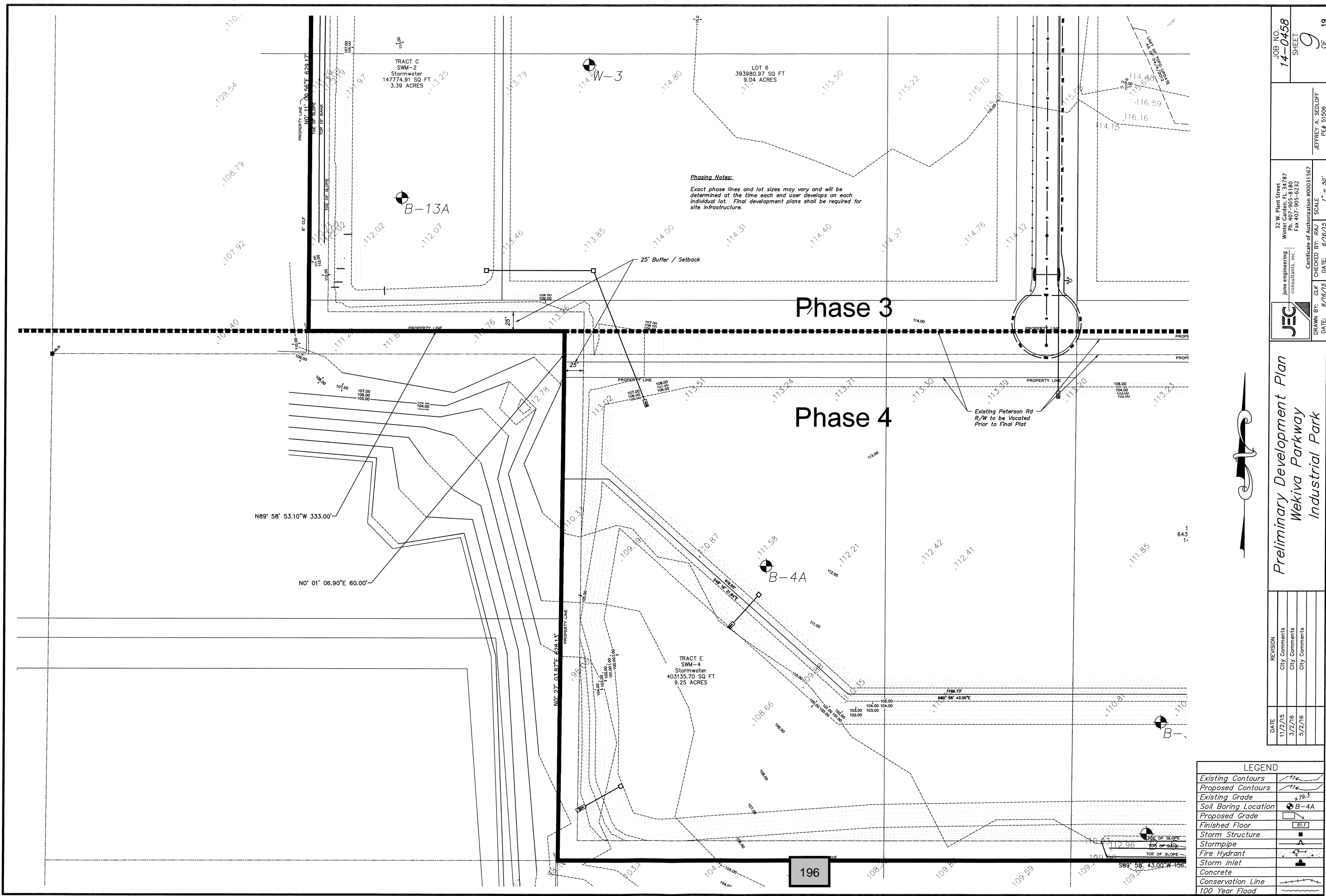
Preliminary Development Plan
 Wekiva Parkway
 Industrial Park

DATE	REVISION
11/2/15	City Comments
3/2/16	City Comments



HC
 WE'
 1

195



Preliminary Development Plan
Wekiva Parkway
Industrial Park

DATE	REVISION
11/2/15	City Comments
3/2/16	City Comments
5/2/16	City Comments

LEGEND	
Existing Contours	
Proposed Contours	
Existing Grade	
Soil Boring Location	
Proposed Grade	
Finished Floor	
Storm Structure	
Stormpipe	
Fire Hydrant	
Storm Inlet	
Concrete	
Conservation Line	
100 Year Flood	

04/04/2012
UPDATED SPOT ELEVATIONS
AND TREE LOCATIONS

LOT 7
621970.52 SQ FT
14.28 ACRES
LIMIT OF TOPO UPDATE
AS OF 04/4/2012

LIMIT OF TOPO UPDATE
AS OF 04/4/2012

Phasing Notes:

Exact phase lines and lot sizes may vary and will be determined at the time each end user develops on each individual lot. Final development plans shall be required for site infrastructure.

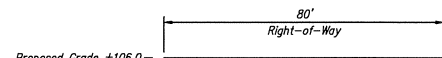
Phase 3

Phase 4

Exist. Peterson Rd R/W to be Vacated
Prior to Final Plat

25' Buffer / Setback

SR 429 / 414



SHGW (± El. 98.0)

TYPICAL SECTION A
N.T.S.

JOB NO.
14-0458
SHEET
10
OF
19

JEFFREY A. SEDLOFF
PEJ 51506

32 W. Plant Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6332
June engineering consultants, inc.
Certificate of Authorization #00031567

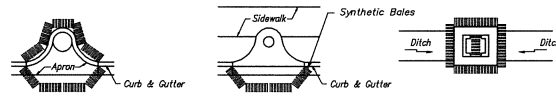
DRAWN BY: GLX
CHECKED BY: PAJ
DATE: 6/16/15
SCALE: 1" = 50'

Preliminary Development Plan
Wekiva Parkway
Industrial Park

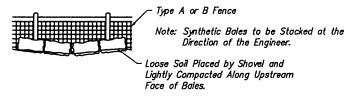
DATE	REVISION
11/2/15	City Comments
3/2/16	City Comments
5/2/16	City Comments

LEGEND

Existing Contours	
Proposed Contours	
Existing Grade	
Soil Boring Location	
Proposed Grade	
Finished Floor	
Storm Structure	
Stormpipe	
Fire Hydrant	
Storm Inlet	
Concrete	
Conservation Line	
100 Year Flood	

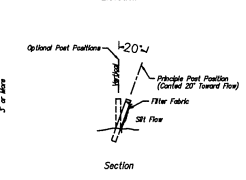
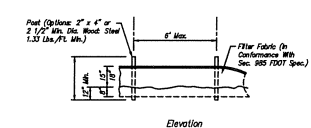


Partial Inlet
Completed Inlet
Ditch Bottom Inlet
Protection Around Inlets or Similar Structures



Synthetic Bales Backed by Fence

(Per F.D.O.T. Index No. 102)
EROSION PROTECTION DETAILS
N.T.S.



Note: Silt Fence to be Piled for Under the Control Unit Area for Staked Silt Fence (U).
Reinforced Silt Fence shall be Provided Adjacent to all Wetland/Buffer Buffers or as Noted. Reinforcement shall include New Backing to Silt Fence.

TYPE III SILT FENCE
N.T.S.

Project Name: Mid-Florida Freeway
FDEP Project ID # FLR 77
Site Location:
S01 T21S R07E S06 T21S R08E
Latitude 28°42'07"N Longitude 81°33'47"W
Site Area: The total site is approximately 140.47 acres of which 136.89 will be disturbed by construction activities.

Owner Name:
Mid-Florida Freeway
c/o JRM Engineering Consultants
P.O. Box 770699
Winter Garden, FL 34777

Contractor Name:
Project Description: Construct infrastructure associated with an industrial/commercial subdivision. Clearing and Grading; installing a stabilized construction entrance; perimeter and other erosion and sediment controls; grading; installation for the stormwater ponds, storm sewer, culverts and building foundations; construction of roads, curbing, sidewalks, preparation for final planting and seeding.

Construction Sequence:
1. Install stabilized construction entrance.
2. Clear and Grub for silt fence installation.
3. Install Silt Fence.
4. Construct Retention Ponds, Mass Site Grading.
5. Install Infrastructure (Storm Sewer, Culverts, Roads, etc.)
6. Complete final grading and install permanent seeding and plantings.
7. Remove any accumulated sediment from basin.
8. When construction activity is complete and the site is stabilized, remove silt fence and reseed road any areas disturbed by their removal.

Silt Fence: Site is primarily underlain with USDA-SCS Type "A" Soils (St. Lucie, Tavares, Pomello, Zolla, and Tavares-Milhesper Fine Sands).
Runoff Coefficient: The final runoff coefficient for the site will be C=0.20.

Devolving Methods: Point well
Recycling Water
Body: Lake Apopka

Controls (BMPs)
Erosion and Sediment Controls
Stabilization Practices
Temporary Stabilization - Top stock piles and disturbed portions of the site where construction activity temporarily ceases for at least 7 days will be stabilized with temporary seed and mulch.
Permanent Stabilization - Disturbed portions of the site where construction activities permanently ceases shall be stabilized with permanent seed and mulch and/or soil no later than 30 days after the last construction activity.

Structural Practices
Silt Fencing - 100% be constructed around the perimeter of the site as indicated on the overall plans of the construction plans.
Retention Ponds
Sediment Basins - Will be constructed with the site grading. Once construction activities are nearly complete, the accumulated sediment will be removed from the basin.

Other Controls
Waste Disposal
Hazardous Waste - All hazardous waste materials will be collected and stored in a dumpster or as required by the City of Apopka. All trash and debris from the site will be stored in the dumpster.
Sanitary Waste - All sanitary waste will be collected from the portable units as per the requirements of Orange County and FDEP.

Off-site Vehicle Tracking
A stabilized construction entrance has been provided to help reduce vehicle tracking of sediments. The paved steel leading to the site entrance will be swept as necessary to remove any excess dirt or rock tracked from the site. Curbs tracks leaving material from the construction site will be covered with a tarpaulin.

TIMING OF CONTROLS MEASURES
As indicated in the Sequence of Major Activities, the silt fence, stabilized construction entrance will be constructed prior to clearing or grading of any other portions of the site. Areas where construction activity temporarily ceases for more than 7 days will be stabilized with a temporary seed and mulch. Once construction activity ceases permanently in an area, that area will be stabilized with permanent seed and mulch and/or soil. After the entire site is stabilized, the accumulated sediment will be removed from the retention ponds and along the silt fence.

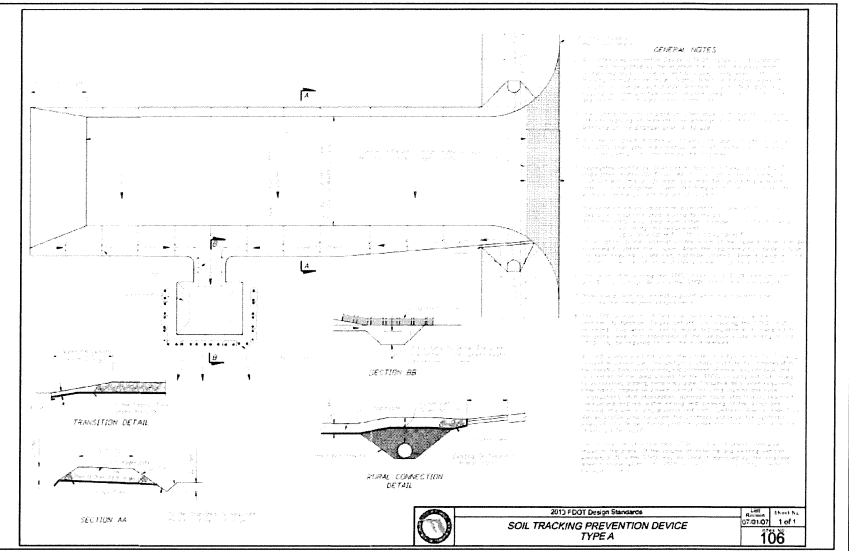
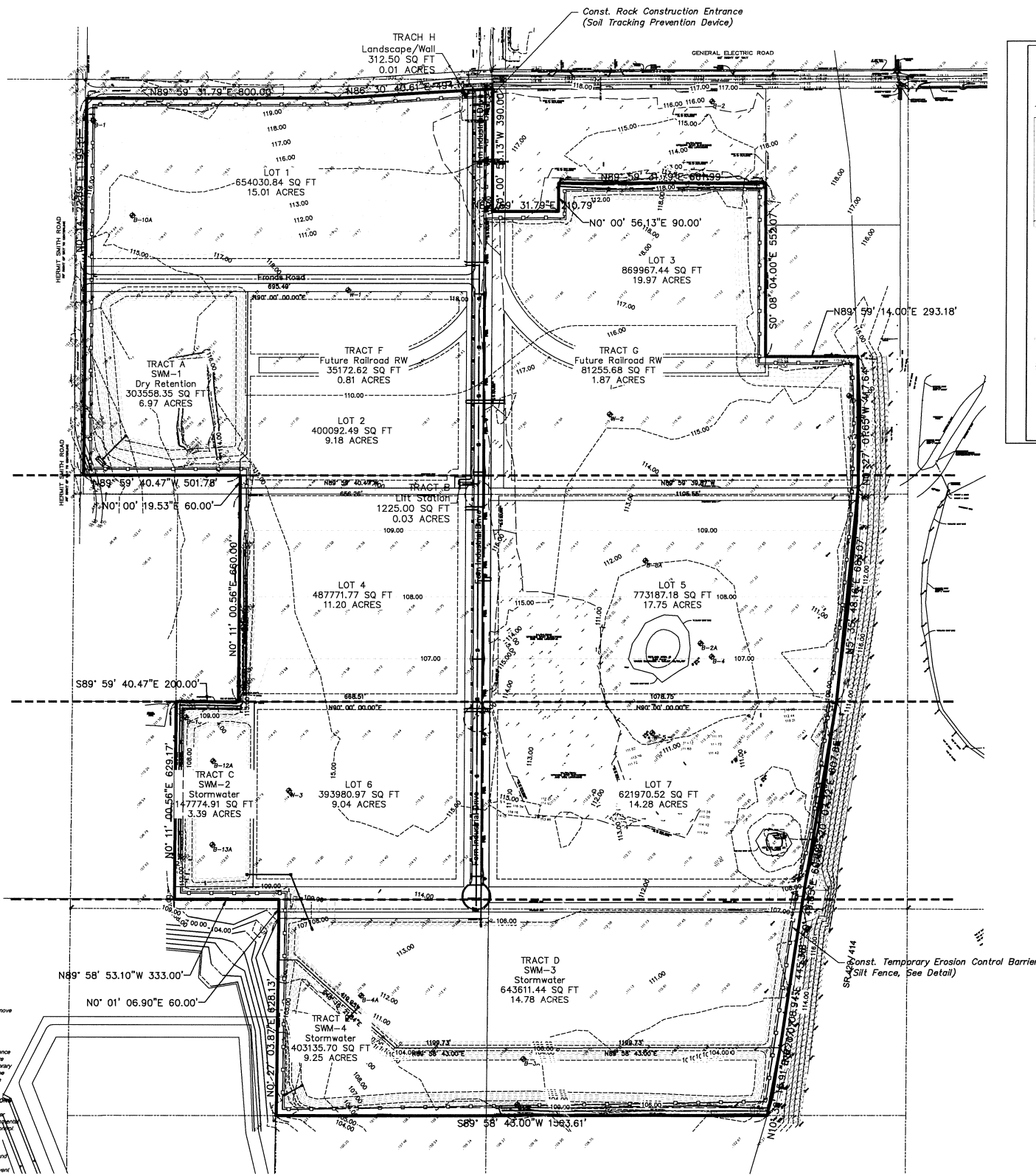
CERTIFICATION OF COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS
The storm water pollution prevention plan reflects the Orange County, St. Johns River Water Management District, Florida Department of Environmental Protection and the U.S. Environmental Protection Agency requirements for storm water management and erosion and sediment control.

MAINTENANCE/INSPECTION PROCEDURES
These are the inspection and maintenance practices that will be used to maintain erosion and sediment controls.
- All control measures will be inspected at least once each week and following any storm event of 0.5 inches or greater. A rain gauge will be on site to measure rainfall amounts.
- All measures will be maintained in good working order. If repair is necessary, it will be initiated within 24 hours of the report.
- Built up sediment will be removed from silt fence when it has reached one-third the height of the fence.
- Silt fence will be inspected for depth of sediment, tears to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground.
- The retention ponds/sediment basins will be inspected, and sediment will be removed at the end of the job.
- Temporary and permanent seeding and planting will be inspected for bare spots, washouts, and healthy growth.

It is expected that the following non-stormwater discharges will occur from the site during construction:
Water from Ripping of the water lines.
Water from the washing of the pavement (where no spills or leaks of toxic or hazardous materials have occurred).
Uncontaminated groundwater (from dewatering excavation).
All non-storm water discharges will be directed to the sediment basin prior to discharge.

INVENTORY FOR POLLUTION PREVENTION PLAN
The materials or substances listed below are expected to be present onsite during construction:
Asphalt
Wood
Masonry Block
Roofing Shingles
Petroleum Based Products
Fertilizers
Cleaning Solvents
Paints (Enamel and Latex)
Metal Saws
Disinfectants

CONTRACTOR IS RESPONSIBLE FOR INSTALLING AN ADDITIONAL EROSION CONTROL, IF IT BECOMES NECESSARY TO MEET STATE AND LOCAL STANDARDS.



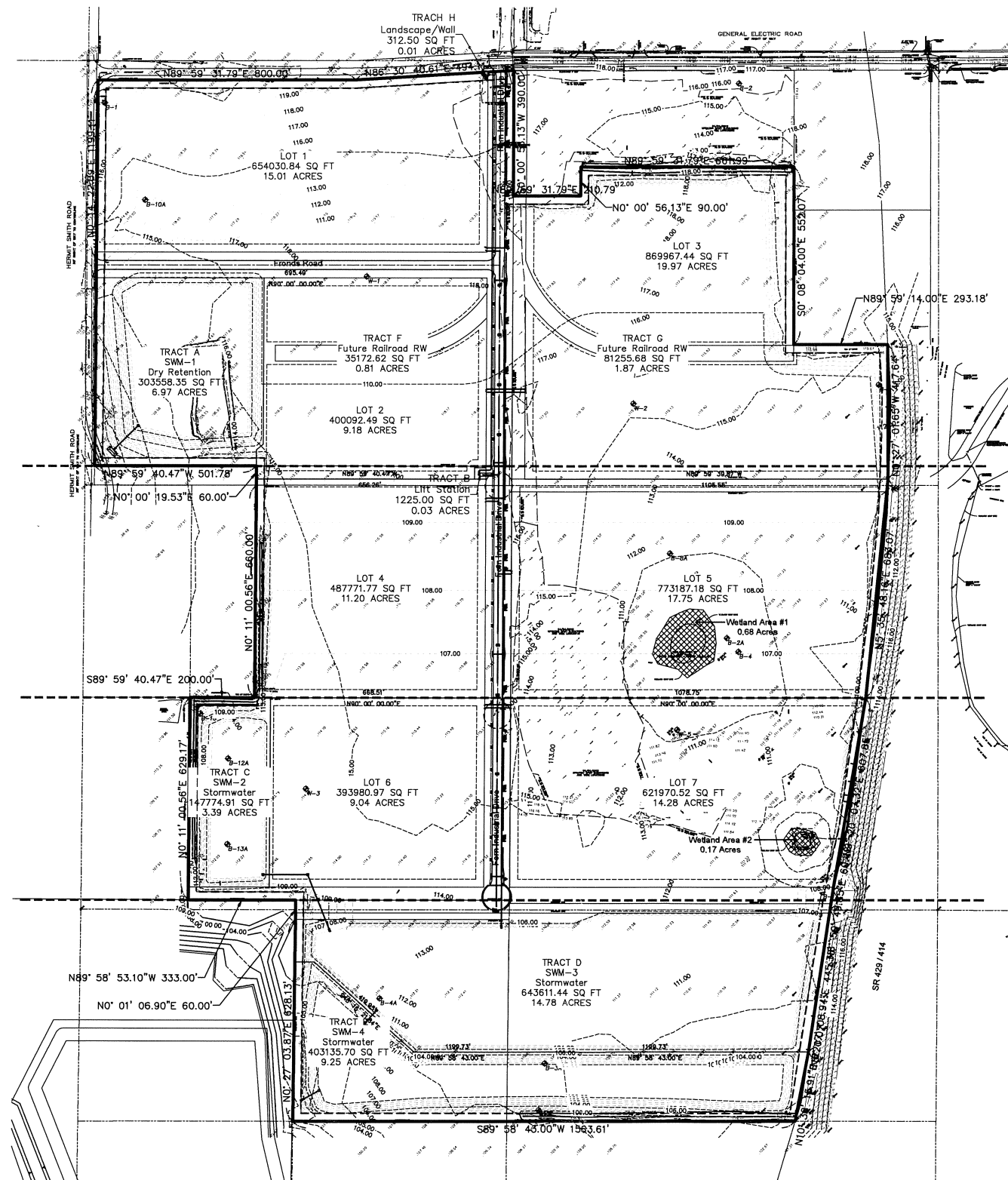
- EROSION CONTROL NOTES**
- All areas disturbed and not touched in thirty days shall be seeded and mulched.
 - Contractor to provide control of airborne dust during construction as required.
 - All inlets shall be protected by synthetic bales or meet the requirements as per FDOT Index No. 102.
 - The erosion control measures shown herein are the minimum required. Additional controls to be utilized as needed.

DATE	REVISION
10/13/14	City Comments
1/29/15	City Comments
11/2/15	City Comments
5/2/16	City Comments

Stormwater Pollution Prevention Plan
198
Wekiva Parkway Industrial Park

JEC June engineering consultants, inc.
32 W. Plant Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6232
Certificate of Authorization #00031567
DRAWN BY: CLK CHECKED BY: RAJ SCALE: 1" = 200'
DATE: 6/16/15 DATE: 6/16/15

JEFFREY A. SEDLOFF
PE # 51506
JOB NO. 14-0458
SHEET 11 OF 19





Wetland Impact **0.85 Ac.**
 Wetland #1 0.68 Ac.
 Wetland #2 0.17 Ac.



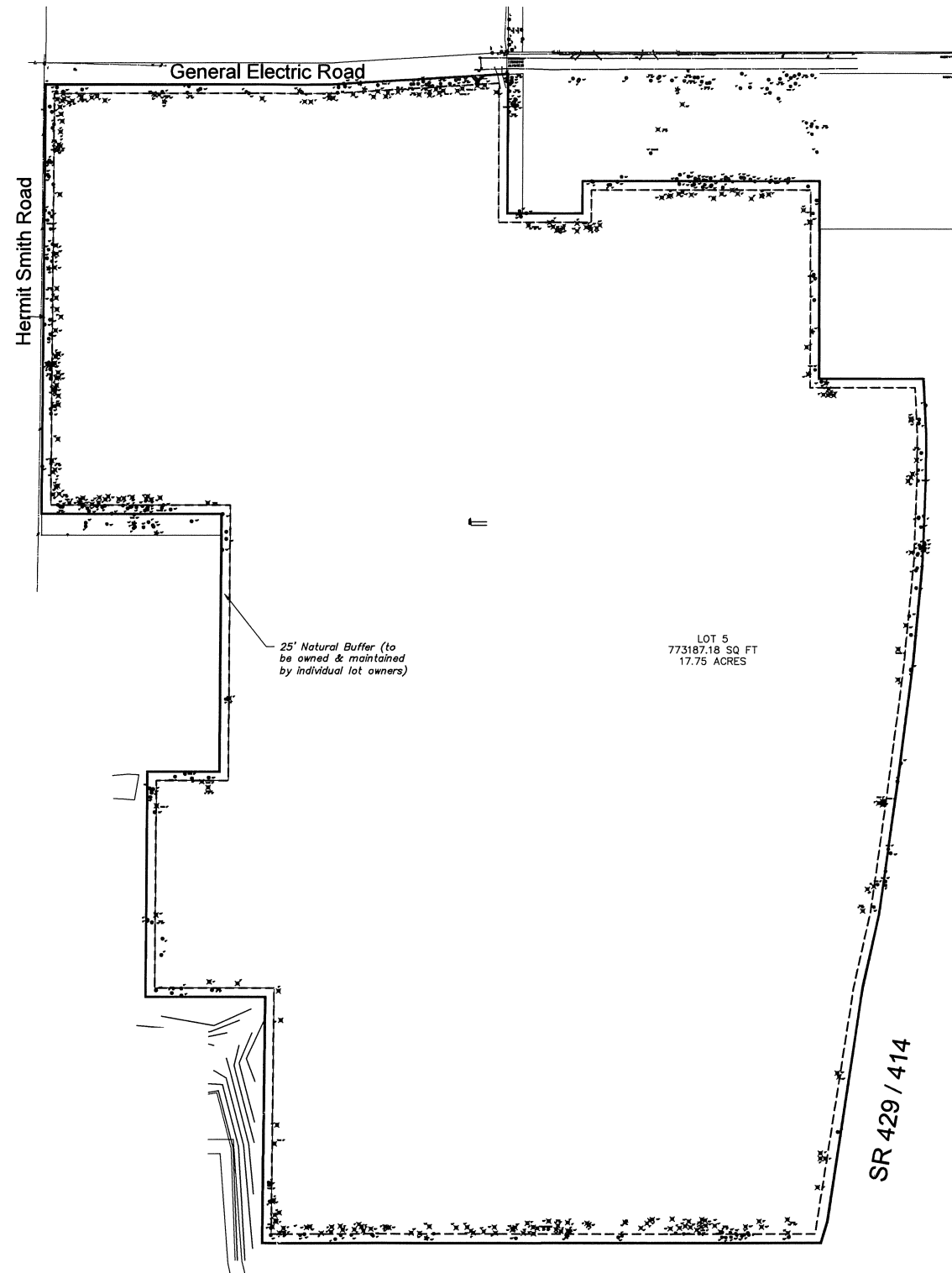
DATE	REVISION
11/2/15	City Comments
5/2/16	City Comments

Wetland Inventory Plan
 199
Wekiva Parkway Industrial Park

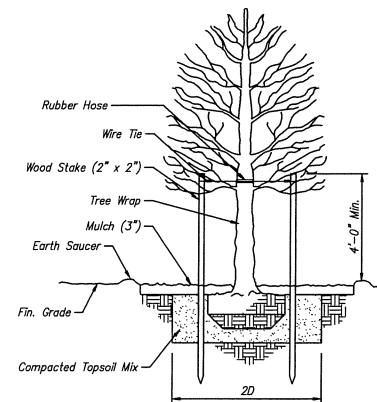
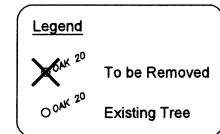

 june engineering
 consultants, inc.
 Certificate of Authorization #00031567
 DRAWN BY: CLK CHECKED BY: RAJ SCALE: 1" = 200'
 DATE: 6/16/15 DATE: 6/16/15

32 W. Plant Street
 Winter Garden, FL 34787
 Ph. 407-905-8180
 Fax 407-905-6232
 JEFFREY A. SEDLOFF
 PE# 51506

JOB NO.
14-0458
 SHEET
12
 OF 19



A Landscape and Irrigation Plan will be Provided by each Individual Lot User upon Final Plan Submittal



TREE PLANTING DETAIL
N.T.S.

Total Tree Inches on-site (pre-development)	2,987
Total Tree Inches Removed	1,164
Total Retained Tree Inches (non-specimen)	1,699
Total Retained Tree Inches (specimen, 24" DBH or Greater)	124
Total Tree Inches Replaced	0
Total Tree Inches on-site (post-development)	1,823
Total Number of Specimen (24" DBH or Greater) Trees being Removed	0
Total Specimen Inches Removed	0
Site Clearing Area 5,962,700 sf (136.885 Ac.)	

Arbor Notes:

- Developer to plant Palm trees around perimeter of project to provide vegetative buffer on north and west property line and by end a total of 144" of trees spaced at 25' to be planted on site and approved by City staff.
- Landscape plans shall be in compliance with "Water Wise Ordinance 2069".

KEY	BOTANICAL NAME	COMMON NAME	SIZE
QV	Quercus Virginiana	Live Oak	10'-12' Ht. 8"-10' Spd., 65 gal. 3" DBH 6' Cir. Trk.
SP	S. Babylonica	Sable Palm	10'-12' Ht. Clear Trunk 3" Caliper DBH

DATE	REVISION
11/2/15	City Comments

Overall Tree Plan
Wekiva Parkway Industrial Park



32 W. Plant Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6232

Certificate of Authorization #00031567
DRAWN BY: CLK CHECKED BY: RAJ SCALE: 1" = 100'
DATE: 6/16/15 DATE: 6/16/15

JEFFREY A. SEDLOFF
PE# 51506

JOB NO. 14-0458
SHEET 13 OF 19

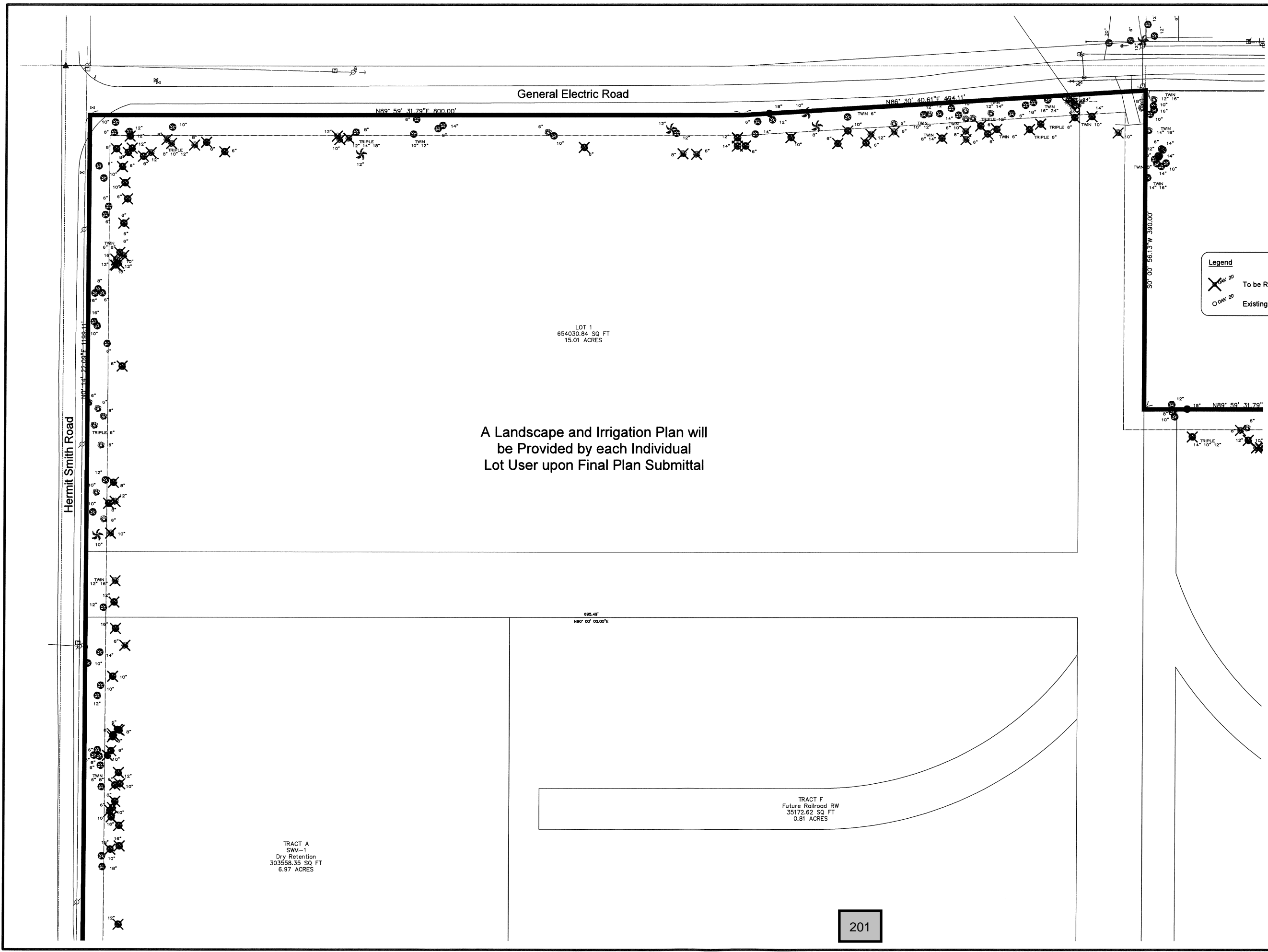
DATE	REVISION
11/2/15	City Comments
5/2/16	City Comments

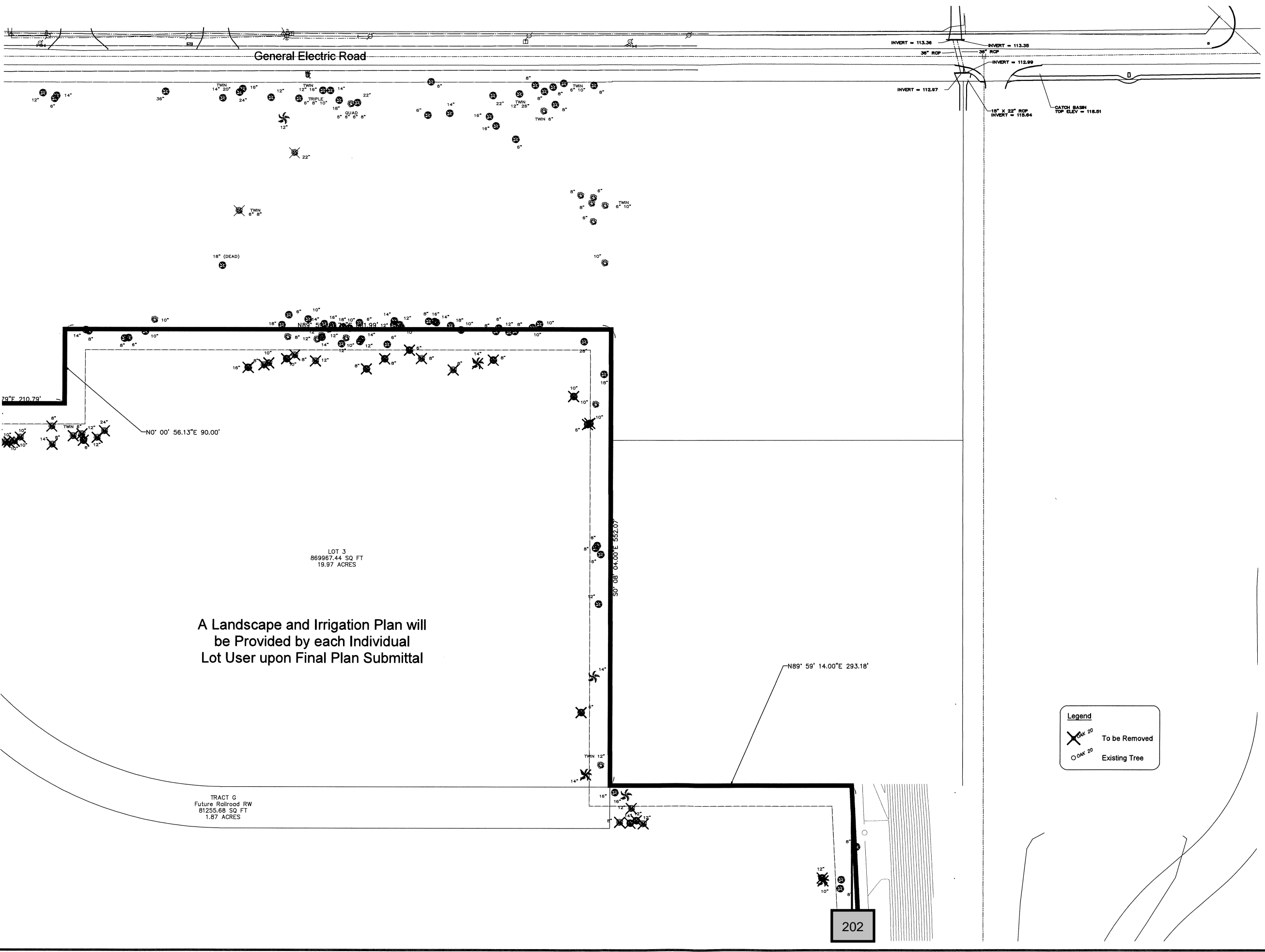
LEGEND	
Existing Contours	
Proposed Contours	
Existing Grade	
Soil Boring Location	
Proposed Grade	
Finished Floor	
Storm Structure	
Stormpipe	
Fire Hydrant	
Storm Inlet	
Concrete	
Conservation Line	
100 Year Flood	

Legend

To be Removed

Existing Tree





A Landscape and Irrigation Plan will
be Provided by each Individual
Lot User upon Final Plan Submittal

Legend

To be Removed

Existing Tree

LEGEND	
Existing Contours	
Proposed Contours	
Existing Grade	
Soil Boring Location	
Proposed Grade	
Finished Floor	
Storm Structure	
Stormpipe	
Fire Hydrant	
Storm Inlet	
Concrete	
Conservation Line	
100 Year Flood	

JOB NO.
14-0458

SHEET
15

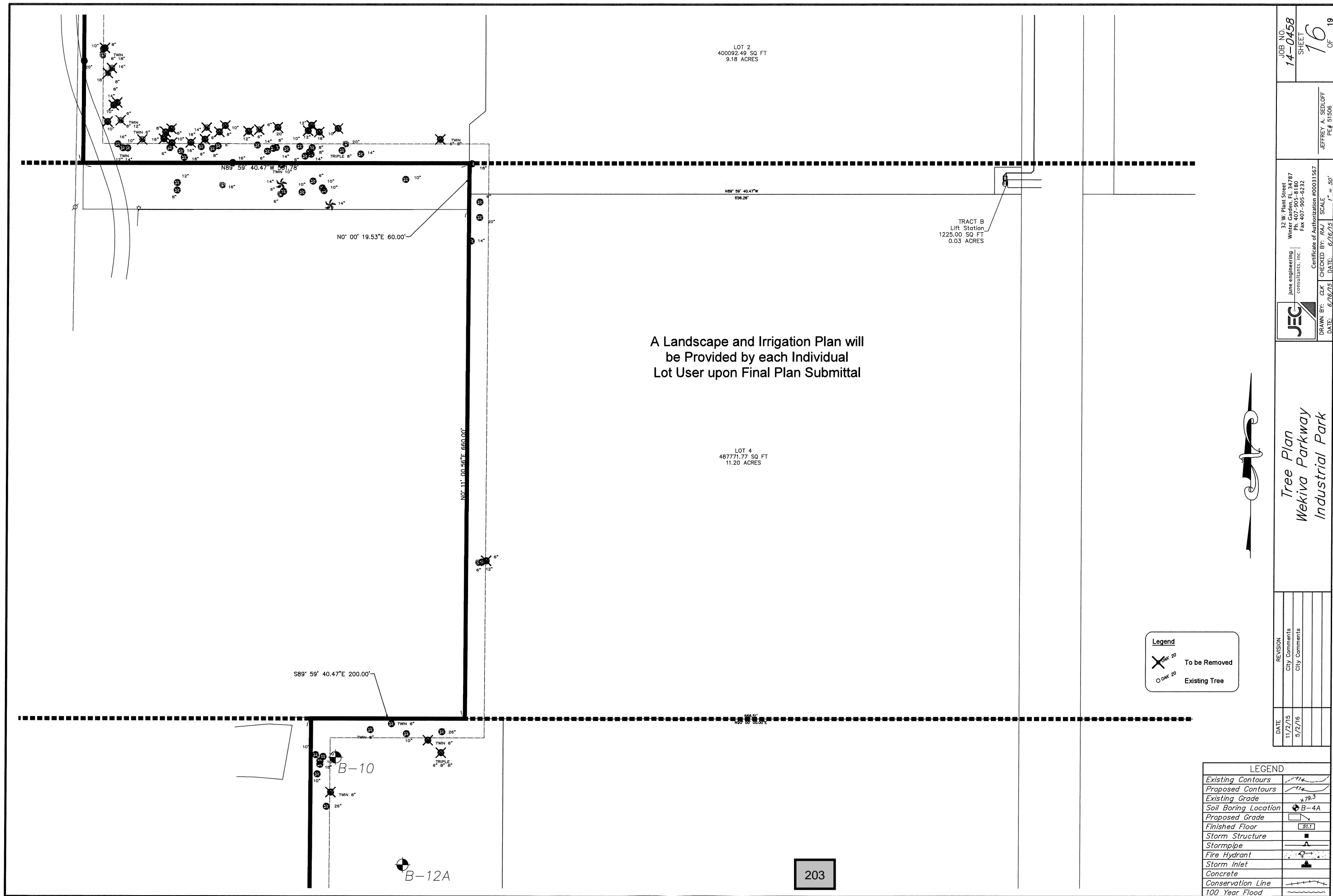
OF
19

JEFFREY A. SEDLOFF
PE# 51506

JEG
June engineering
consultants, inc.
32 W. Plant Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6232
Certificate of Authorization #00031567
DRAWN BY: CLJ
CHECKED BY: BAJ
DATE: 6/16/15
SCALE: 1" = 50'

Tree Plan
Wekiva Parkway
Industrial Park

DATE	REVISION	City Comments
11/2/15		



A Landscape and Irrigation Plan will
be Provided by each Individual
Lot User upon Final Plan Submittal

Legend

To be Removed

Existing Tree

LEGEND	
Existing Contours	
Proposed Contours	
Existing Grade	
Soil Boring Location	
Proposed Grade	
Finished Floor	
Storm Structure	
Stormpipe	
Fire Hydrant	
Storm Inlet	
Concrete	
Conservation Line	
100 Year Flood	

JOB NO.
14-0458
SHEET
16
OF
19

JEFFREY A. SEDLOFF
PE# 51506

June engineering consultants, inc.
32 W. Plant Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6332
Certificate of Authorization #00031567
DRAWN BY: GJK CHECKED BY: PAJ SCALE: 1" = 50'
DATE: 6/16/15 DATE: 6/16/15

Tree Plan
Wekiva Parkway
Industrial Park

DATE	REVISION
11/2/15	City Comments
5/2/16	City Comments

A Landscape and Irrigation Plan will
be Provided by each Individual
Lot User upon Final Plan Submittal

LOT 5
773187.18 SQ FT
17.75 ACRES

N89° 59' 39.87"W
1105.55'

SR 429 / 414

204

Legend

To be Removed

Existing Tree

LEGEND	
Existing Contours	
Proposed Contours	
Existing Grade	
Soil Boring Location	
Proposed Grade	
Finished Floor	
Storm Structure	
Stormpipe	
Fire Hydrant	
Storm Inlet	
Concrete	
Conservation Line	
100 Year Flood	



Tree Plan
Wekiva Parkway
Industrial Park

DATE	REVISION	City Comments
11/2/15		

JEG
June engineering
consultants, inc.
32 W. Plant Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6232
Certificate of Authorization #00031567

DRAWN BY: *GA* CHECKED BY: *BAV* SCALE: 1" = 50'
DATE: 6/16/15 DATE: 6/16/15

JOB NO.
14-0458

SHEET
17

OF
19

JEFFREY A. SEDLOFF
PE# 81506

Hermit Smith Road

TRACT C
SWM-2
Stormwater
147774.91 SQ FT
3.39 ACRES

LOT 6
393980.97 SQ FT
9.04 ACRES

A Landscape and Irrigation Plan will
be Provided by each Individual
Lot User upon Final Plan Submittal

TRACT E
SWM-4
Stormwater
403135.70 SQ FT
9.25 ACRES

N89° 58' 53.10"W 333.00'

N0° 01' 06.90"E 60.00'

N0° 27' 03.87"E 628.13'

S87° 10' 21.87"E 347.10'

N89° 58' 43.00"E 1199.73'

643.1'

S89° 58' 43.00" W 156.00'

205

Legend

To be Removed

Existing Tree

LEGEND	
Existing Contours	
Proposed Contours	
Existing Grade	
Proposed Grade	
Finished Floor	
Storm Structure	
Stormpipe	
Fire Hydrant	
Storm Inlet	
Concrete	
Conservation Line	
100 Year Flood	

JOB NO.
14-0458
SHEET
18
OF
19

JEFFREY A. SEDLOFF
PE# 81506

32 W. Plant Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6332

June engineering
consultants, inc.
Certificate of Authorization #00031567

DRAWN BY: CJA CHECKED BY: BAJ SCALE: 1" = 50'
DATE: 6/16/15 DATE: 6/16/15

JEC
Tree Plan
Wekiva Parkway
Industrial Park

DATE	REVISION
11/2/15	City Comments
5/2/16	City Comments

LOT 7
621970.52 SQ FT
14.28 ACRES

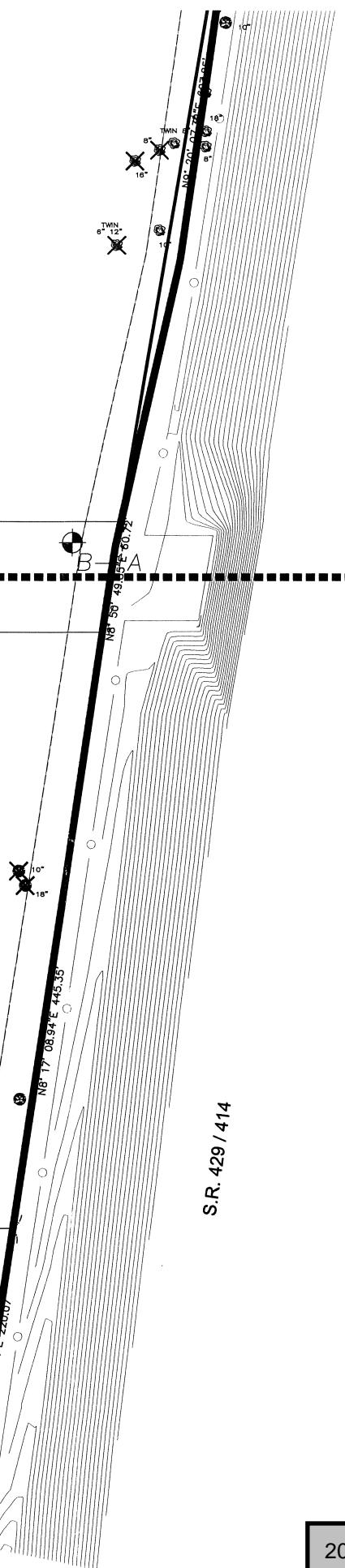
A Landscape and Irrigation Plan will
be Provided by each Individual
Lot User upon Final Plan Submittal

TRACT D
SWM-3
Stormwater
43611.44 SQ FT
14.78 ACRES

-3A

163.61'

1189.73'
N69° 58' 43.00"E



S.R. 429 / 414

LEGEND	
Existing Contours	
Proposed Contours	
Existing Grade	
Soil Boring Location	
Proposed Grade	
Finished Floor	
Storm Structure	
Stormpipe	
Fire Hydrant	
Storm Inlet	
Concrete	
Conservation Line	
100 Year Flood	

Legend	
	To be Removed
	Existing Tree

JOB NO.
14-0458
SHEET
19
OF
19

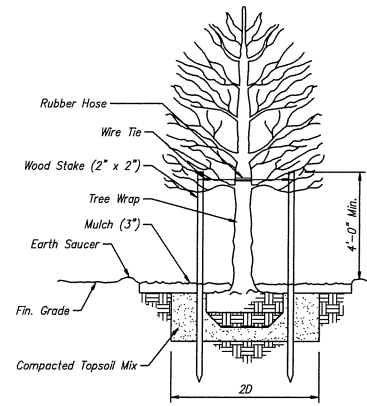
JEFFREY A. SEDLOFF
PE# 51506

June engineering consultants, inc.
32 W. Plant Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6232
Certificate of Authorization #00031567
DRAWN BY: Q/A CHECKED BY: B/A SCALE: 1" = 50'
DATE: 6/16/15 DATE: 6/16/15

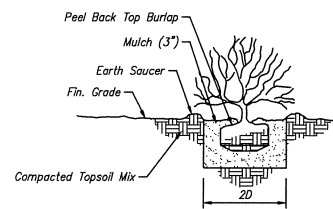
Tree Plan
Wekiva Parkway
Industrial Park

DATE	REVISION	City Comments
11/2/15		

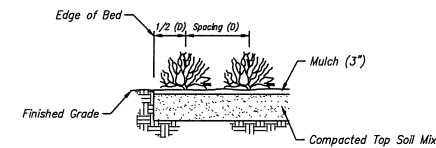
206



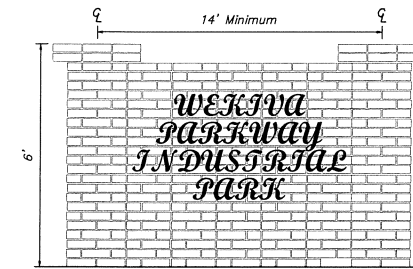
TREE PLANTING DETAIL
N.T.S.



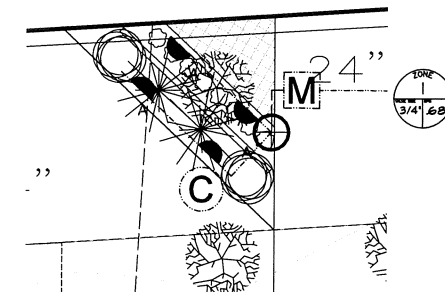
SHRUB PLANTING DETAIL
N.T.S.



GROUNDCOVER PLANTING DETAIL
N.T.S.



High Density Sign Foam Lettering
WALL SIGN DETAIL
N.T.S.



PLANT NOTES

11. ALL LANDSCAPED AREAS DELINEATED ON THESE PLANS PER SEC. 349.08 SHALL BE IRRIGATED BY AN AUTOMATIC SYSTEM. THE IRRIGATION SYSTEM SHALL DELIVER 100% HEAD-TO-HEAD COVERAGE. NO RIBBERS, RAIN SENSOR REQUIRED. SEE IRRIGATION PLAN.
12. ALL LANDSCAPED BEDS SHALL BE TOP DRESSED WITH 3\"/>

Irrigation Legend	
---	3/4" XBS Flex Tubing
----	PVC Lateral Line - Size as Shown
-----	2" PVC Main Line
●	Nozzle Location - See Chart for Specifications
M	1" Irrigation Meter
C	RainBird ESP Controller
B	Backflow Preventer
⊕	Rain Bird PCA Series Valve (Size Shown on Zone Label) Installed in Ametek 10" Round Valve Box
⊕	Rain Bird DV Series Valve (Size Shown on Zone Label) Installed in Ametek 10" Round Valve Box (Pressure Regulating Valve)

NOZZLE CHART				
Symbol	Description	Pressure	Flow	Radius
A	Rain Bird SQ-HLF (Low Volume)	20 psi	0.17 gpm	4 Ft
B	Rain Bird 15F	20 psi	3.0 gpm	12 Ft
C	Rain Bird 15H	20 psi	1.5 gpm	12 Ft

PLANT LIST

QUANTITY	KEY	BOTANICAL NAME	COMMON NAME	SIZE
0	QV	Quercus Virginiana	Live Oak	10'-12' Ht. Min., 6' Spd., 30 gal. 2-1/2" DBH, 5' Clr. Trk.
2	SP	Sabal Palmetto	Cabbage Palm	10'-12' Clear Trunk Ht.,
2	MG	Magnolia Grandiflora	Southern Magnolia	12' Ht. Min., 5'-6' Spd., 65 gal. 2-1/2" DBH, 1' Clr. Trk.
8	VO	Viburnum Odoratissimum	Sweet Viburnum	36" Ht. 30" o.c.
0	LC	(Lorapetalum 'Plum Delight')	Lorapetalum	15"-18" Ht. 30" o.c.
35	DT	Daniella Tasmanica 'Variegata'	Variegated Flax Lily	1 Gal., 12"-15" Ht. 24" o.c.
	SOD	Paspalum Notatum	Argentine Bahia	Solid Sod in all common areas

DATE	REVISION
11/2/15	CITY COMMENTS

Landscape Plan

207
Wekiva Parkway Industrial Park

JEC June engineering consultants, inc. 32 W. Plant Street Winter Garden, FL 34787 Ph. 407-905-8180 Fax 407-905-6232

Certificate of Authorization #00031567

DRAWN BY: CLK DATE: 6/16/15 CHECKED BY: RAJ DATE: 6/16/15 SCALE: As Noted

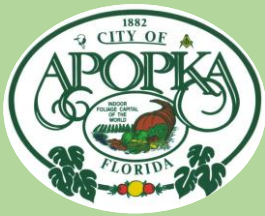
JEFFREY A. SEDLOFF PE# 51506

JOB NO. 14-0458
SHEET L-1
OF

Backup material for agenda item:

2. Mass Grading Plan/Developers Agreement – Wekiva Parkway Industrial Park – Quasi-Judicial Moon

David



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: Mass Grading Plan

MEETING OF: October 5, 2016
 FROM: Community Development
 EXHIBITS: Vicinity Map
 Aerial Map
 Mass Grading Plan
 Haul Route
 Developers Agreement

SUBJECT: MASS GRADING PLAN – WEKIVA PARKWAY INDUSTRIAL PARK

REQUEST: APPROVAL OF THE MASS GRADING PLAN AND DEVELOPER’S AGREEMENT FOR WEKIVA PARKWAY INDUSTRIAL PARK FINAL DEVELOPMENT PLAN. (PARCEL ID NOS.: 01-21-27-0000-00-030, 01-21-27-0000-00-060, 06-21-28-7172-12-060, 06-21-28-7172-13-000, 12-21-27-000-00-010 & 12-21-27-0000-00-018)

SUMMARY:

OWNERS: Mid-Florida Freezer Warehouse, LTD.

APPLICANT: June Engineering Consultants, Inc.

ENGINEER: June Engineering Consultants, Inc., c/o Jeffrey A. Sedloff, P.E.

LOCATION: South of General Electric Road, east of Hermit Smith Road and west of the Western Beltway (S.R. 429)

EXISTING USE: Vacant Land

FUTURE LAND USE: Industrial

CURRENT ZONING: I-1 Industrial

PROPOSED DEVELOPMENT: Industrial Park and Mass Grading Plan for Final Development Plans

TRACT SIZE: 140.47 +/- Acres

AREA OF EXCAVATION: 136.89 +/- 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:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City)	Industrial	I-1	Industrial Warehouse
East (City)	Industrial	I-1	Industrial Warehouse/S.R. 429
South (City)	Mixed Use	M-EC	Vacant land
South (County)	Rural	A-1	Vacant land
West (City)	Industrial/Mixed Use/RVLS	I-1/M-EC/R-1AA	Trucking Site/ Vacant Land

ADDITIONAL COMMENTS: The mass grading plan is the first phase of the Final Development Plan and is consistent with the Wekiva Parkway Industrial Park Preliminary Development Plan. It allows site grading to occur consistent with the ground elevations and contours established within the Preliminary Development Plan and the Final Development Plan, when it is submitted to the City within the next year. All required permits from the St. Johns Water Management District and other state agencies must be obtained by the applicant prior to commencing any grading activities.

The applicant requests to vacate an existing un-named public right-of-way running east to west through the northern portion of the property. Peterson Road runs east to west in a southern portion of the property and does not satisfy a minimum right-of-way width of eight feet desired by the City. Through a developer’s agreement the City agrees to vacate the northern un-named right-of-way, which will then transfer in ownership to the applicant\property owner. The applicant\property owner agrees to dedicate to the City additional land to allow the Peterson Road to achieve a minimum right-of-way width of 80 feet. Any fee the applicant receives for the excavation and off-site hauling of the fill from the original Peterson Road right-of-way or from the un-named right-of-way by the applicant, the City will receive ten percent of the revenue. The details of the right-of-way exchange are provided in the developer’s agreement.

Also, addressed in the developer’s agreement is the conditional dedication of another eighty-feet of right-of-way within property owned by the applicant and located east of S.R. 429. This dedication is conditional upon other property owners agreeing to dedicate or reserve land to complete a north-south extension of Avian Pointe Blvd from Peterson Road to W. Orange Avenue.

HAUL ROUTE: General Electric Road west to Hermit Smith Road north to Orange Blossom Trail or General Electric Road east to West Orange Ave north to Orange Blossom Trail to Keene Road; as illustrated on Sheet 20 of the Mass Grading Plan.

PHASING AND RESTORATION PLAN: Clearing and grading of site will occur according to the Phasing Plan established within the Mass Grading Plan. Clearing and grading shall occur one phase at a time for the six planned phases. Each phase must be restored (i.e., revegetated) prior to commencing clearing and grading activity on the next phase.

ENVIRONMENTAL: A habitat management plan was submitted by the applicant. Based on the results of this study, the developer must obtain approval from the Florida Department of Environmental Protection prior to commencing any grading or further site construction activity.

TREE PROGRAM: The applicant will be required to demonstrate the site meets this tree stock requirement on the final development plan or contribute into the tree bank mitigation program, if applicable. Payment will occur at a phase-by-phase basis prior to commencing any clearing or grading activity.

Total inches on-site:	38,771
Total number of specimen trees:	124
Total inches removed:	35,784
Total inches retained:	2,863
Total inches required:	20,869
Total inches replaced:	0
Total inches post development:	2,863
Tree inches Deficit	18,006

The City’s Land Development Code and Tree Bank policy permit the applicant to make a contribution to the City’s Tree Bank to mitigate the remaining deficient tree inches at \$10.00 per inch. The total amount required to be paid into the Tree Bank is estimated at \$108,060 dollars.

CONDITON OF APPROVAL

1. Preliminary Development Plan must not expire for the Mass Grading Plan to remain in valid. If the Preliminary Development Plan expires, the Mass Grading Plan will also expire.

PUBLIC HEARING SCHEDULE:

May 24, 2016 – Planning Commission (5:30 pm)
October 5, 2016 – City Council (1:30 pm)

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval of the Wekiva Parkway Industrial Park - Grading Plan for the property owned by Mid-Florida Freezer, LTD subject to the Conditions of Approval.

The **Planning Commission**, at its special meeting held May 24, 2016, recommended approval (7-0) of the Mass Grading Plan for the Wekiva Parkway Industrial Park, subject to the Conditions of Approval addressing a developer’s agreement and the condition appearing herein this report, for the property owned by Mid-Florida Freezer, LTD, and located south of General Electric Road, east of Hermit Smith Road and west of the Western Beltway (S.R. 429).

City Council:

1. Approve the Mass Grading Plan for the Wekiva Parkway Industrial Park, subject to the Conditions of Approval
2. Approve the developer’s agreement and authorize the Mayor to execute the agreement, subject to final review by the City Attorney for format and content.

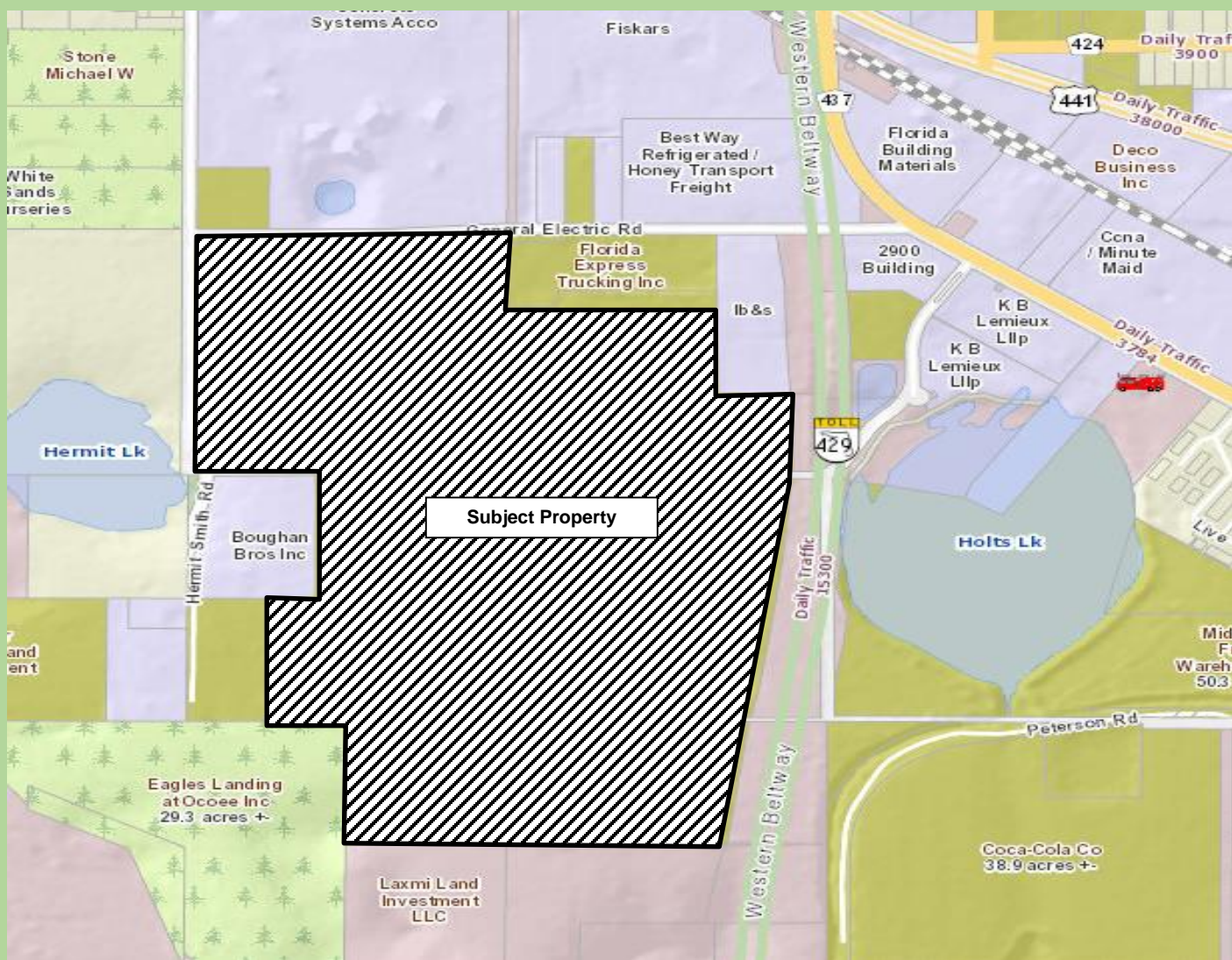
Note: This item is considered quasi-judicial. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

CITY COUNCIL – OCTOBER 5, 2016
WEKIVA PARKWAY INDUSTRIAL PARK– MASS GRADING PLAN
PAGE 4

Application: Wekiva Parkway Industrial Park Preliminary Development Plan
Owner: Mid Florida Freezer Warehouse, LTD
Applicant: June Engineering, Inc.
Engineer: Jeffrey A. Sedloff, P.E.
Parcel ID No.s: 01-21-27-0000-00-030, 01-21-27-0000-00-060, 06-21-28-7172-12-060,
06-21-28-7172-13-000, 12-21-27-000-00-010 & 12-21-27-0000-00-018
Total Acres: 140.47 +/-



VICINITY MAP





AERIAL MAP



WEKIVA PARKWAY INDUSTRIAL PARK

MASS GRADING OF FINAL DEVELOPMENT PLANS

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.
 LYING WEST OF STATE ROAD 429 (WESTERN BELTWAY)



Location Map

INDEX OF SHEETS	
SHEET TITLE	No.
Cover Sheet	1
Overall Mass Grading Plan	2
Mass Grading Plans	3-8
Mass Grading Profiles	9-10
SWPPP	11
Wetland Inventory Plan	12
Overall Tree & Landscape	13
Tree & Landscape Plans	14-19
Haul Route Plan	20
Reclamation Plan	21

- PHASING PLAN:**
- CLEARING AND EXCAVATION SHALL BE COMPLETED ONE PHASE AT A TIME UNLESS OTHERWISE APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR OR CITY ADMINISTRATOR.
 - CITY ADMINISTRATOR OR COMMUNITY DEVELOPMENT DIRECTOR MAY APPROVE PHASING CHANGES AS NECESSARY.
- GENERAL NOTES:**
- ALL CONSTRUCTION SHALL COMPLY WITH THE MOST RECENT STANDARDS & SPECIFICATIONS OF CITY OF APOPKA.
 - CONTRACTOR SHALL CONTACT ALL OWNERS OF UTILITIES, EASEMENTS AND/OR RIGHT-OF-WAYS, WHETHER THEY ARE PUBLIC OR PRIVATE, PRIOR TO COMMENCING ANY WORK ON OR OVER THE AREAS.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEMOLITION AND REMOVAL OF EXISTING STRUCTURES, VEGETATION, PAVEMENT, ETC., AS NOTED ON SITE PLAN.
 - DEVELOPER SHALL CONFORM TO SPCC, 1994 EDITION, 18.106 TO 18.106 TO 18.106 DURING CONSTRUCTION, WHEN COMBUSTIBLES ARE BROUGHT ON TO THE SITE IN SUCH QUANTITIES AS DETERMINED BY THE FIRE OFFICIAL. ACCESS ROADS AND A SUITABLE TEMPORARY SUPPLY OF WATER ACCEPTABLE TO THE FIRE DEPARTMENT SHALL BE MAINTAINED. THE STORAGE OF FLAMMABLE AND COMBUSTIBLE LIQUIDS/GAS ON SITE SHALL COMPLY WITH THE NATIONAL FIRE PROTECTION ASSOCIATION AND APPLICABLE CODE REQUIREMENTS INSTALLATION AND STORAGE PERMITS WILL BE REQUIRED PER CITY AND STATE REQUIREMENTS.
 - THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE A THOROUGH REVIEW OF THE SITE TO DETERMINE EXISTING CONDITIONS. ANYTHING NOT SHOWN ON THESE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
 - ANY "HARD PAN", MET SOIL CONDITIONS, OR OTHER SUSPECT SOIL CONDITIONS ENCOUNTERED DURING CONSTRUCTION SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION SO THAT THE CONDITIONS MAY BE FURTHER INVESTIGATED.
 - ALL PRIVATE, PUBLIC PROPERTY AND PUBLIC RIGHTS-OF-WAY AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO, OR BETTER THAN, EXISTING BEFORE COMMENCEMENT OF CONSTRUCTION WORK, UNLESS SPECIFICALLY EXEMPTED BY THE PLANS.
 - THE CONTRACTOR IS RESPONSIBLE FOR THE PRESERVATION OF PUBLIC SAFETY, BOTH WHILE THE PROJECT IS MANNED AND UNMANNED, DURING THE DURATION OF THE CONSTRUCTION ACTIVITY.
 - THE CONTRACTOR IS TO EMPLOY THE BEST MANAGEMENT PRACTICES DURING THE CONSTRUCTION OF THIS SITE TO ASSURE ALL SEDIMENTS ARE RETAINED ON SITE. ROADS WILL BE CLEANED REGULARLY WITH A BRUSH SWEEPER. A WATER TRUCK IS TO BE USED ALSO AS REQUIRED.
 - SURVEY INFORMATION SHOWN WITHIN THESE PLANS IS BASED ON INFORMATION SUPPLIED BY LEADING EDGE LAND SERVICES, & BISHMAN SURVEYING AND MAPPING, JUNE ENGINEERING CONSULTANTS INC. GIVES NO GUARANTEE TO THE ACCURACY IN SUBSTANCE OR LOCATION OF SAID SURVEY INFORMATION.
 - PLAN IS SUBMITTED FOR SITE GRADING AND EXCAVATION REVIEW AND APPROVAL OF SITE IMPROVEMENTS ONLY. NO BUILDING CONSTRUCTION IS PROPOSED. EXCAVATION TO CONTINUE FOR APPROXIMATELY 48 MONTHS. THE HOURS OF OPERATION WILL BE FROM: MONDAY - FRIDAY 7:00 AM TO 5:00 PM, SATURDAY 8:00 AM - 5:00 PM AND NO WORK ON SUNDAY UNLESS APPROVED IN ADVANCE.
 - ALL DESIGN AND CONSTRUCTION MUST CONFORM TO THE MINIMUM STANDARDS SET FORTH ON THE CITY OF APOPKA LAND DEVELOPMENT CODE AND/OR ZONING REGULATIONS AT THE TIME OF PLAN APPROVAL.
 - PRIOR TO CONSTRUCTION ALL LOCAL, STATE AND FEDERAL PERMITS SHALL BE APPROVED.
 - A PRE-CONSTRUCTION CONFERENCE SHALL BE REQUIRED PRIOR TO ANY WORK ON-SITE.
 - THE SILT SCREEN MUST BE CONSTRUCTED & APPROVED PRIOR TO COMMENCING WORK.
 - POTABLE WATER SHALL BE SUPPLIED BY BOTTLED WATER COMPANY.
 - SANITARY SEWER SHALL BE PORTA-JOHN SERVICED ONCE PER WEEK IF NECESSARY.
 - SOLID WASTE SHALL BE HANDLED WITH ON-SITE DUMPSTER BY CITY IF NECESSARY.
 - ALL EXCAVATION AND GRADING SHALL COMPLY WITH SECTION 5.04 MINING. PRIOR TO ANY LAND CLEARING ACTIVITIES, AN EXCAVATION PERMIT MUST BE OBTAINED FROM THE CITY. PRIOR TO THE CITY ISSUANCE OF AN EXCAVATION PERMIT, THE DEVELOPER SHALL PROVIDE TO THE CITY A COPY OF ANY REQUIRED FEDERAL, STATE OR LOCAL PERMITS.
 - BARBED WIRE FENCING SHALL BE INSTALLED. THIS IS A TEMPORARY CONDITION UNTIL THE SITE IS DEVELOPED IN THE FUTURE.
 - PRIOR TO CONSTRUCTION, AN ARBOR PERMIT AND EXCAVATION PERMIT ARE REQUIRED TO BE ISSUED BY COMMUNITY DEVELOPMENT DEPARTMENT.
 - PRIOR TO COMMENCING CLEARING AND GRADING, A PERFORMANCE BOND, LETTER OF CREDIT, OR ESCROW PAYMENT SHALL BE PROVIDED TO THE CITY AND IN AN AMOUNT EQUAL TO THE COST TO IMPLEMENT RESTORATION PLAN, INCLUDING COST TO WATER TREES FOR TWO MONTHS. THE PERFORMANCE DOCUMENT AND PAYMENT MUST BE ACCEPTED BY THE CHIEF ADMINISTRATIVE OFFICER.
 - CITY SHALL NOT ISSUE AN EXCAVATION OR ARBOR PERMIT, AND NO CLEARING OR GRADING ACTIVITIES SHALL COMMENCE UNTIL DEVELOPER OR PROPERTY OWNER SUBMITS TO THE COMMUNITY DEVELOPMENT DEPARTMENT A COPY OF ALL PERMITS OBTAINED FROM THE FLORIDA FISH AND WILDLIFE COMMISSION TO EITHER AVOID HABITAT DISTURBANCE, PRESERVE HABITAT, OR RELOCATE GOPHER TORTOISES IDENTIFIED ON THE PROJECT SITE.
 - MINING ACTIVITIES WILL CEASE IF ANY HISTORICAL ARTIFACTS ARE DISCOVERED, AND MINING OPERATOR WILL CONTACT THE STATE OF FLORIDA DIVISION OF HISTORICAL RESOURCES.
 - A LETTER MUST BE OBTAINED FROM THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSIONER (FWWC) REGARDING WILDLIFE MANAGEMENT PLAN FOR THE GOPHER TORTOISES OR OTHER IDENTIFIED SPECIES PRIOR TO ANY CONSTRUCTION ACTIVITIES OCCURRING ON SITE.

Parcel ID Number: 01-21-27-0000-00-030; 01-21-27-0000-00-060; 06-21-28-7172-12-020; 06-21-28-7172-12-060; 06-21-28-7172-13-000; 12-21-27-0000-00-010; 12-21-27-0000-00-018

Future Land Use: Industrial

Zoning: Industrial (I-1)

Adjacent Land Use: North: IND, East: IND, South: IND, West: IND

Adjacent Zoning: North: I-1, East: I-1, South: I-1, West: I-1

Acreage/Square Footage: 140.47 Acres, 6,119,015.49 S.F.

Building Height: Proposed: N/A, Max: 35'

Density: Proposed: 0

Building Setbacks: Proposed: Front 25, Side 10, Rear 10, Corner 25 Required: Front 25, Side 10, Rear 10, Corner 25

Parking Spaces: Proposed 0, Required 0

Open Space: Proposed 0, Required 0

Waiver Request: N/A

Variance Request: N/A

FAR: Proposed 0, Required 60

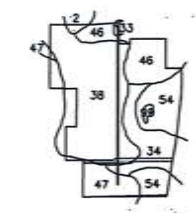
OWNER/DEVELOPER: MID-FLORIDA FREEZER
2560 W. ORANGE BLOSSOM TRAIL
APOPKA, FL 32712 (407) 886-1971

ENGINEER: JUNE ENGINEERING CONSULTANTS, INC.
32 W. PLANT STREET
WINTER GARDEN, FL 34787 (407) 905-8180

SURVEYOR: BISHMAN SURVEYING & MAPPING
32 W. PLANT STREET
WINTER GARDEN, FL 34787 (407) 905-8877

GEOTECHNICAL ENGINEER: ECS FLORIDA, LLC
2815 DIRECTORS ROW, SUITE 500
ORLANDO, FL 32809 (407) 859-8378

ENVIRONMENTAL CONSULTANT: BIO-TECH CONSULTING, INC.
2002 E. ROBINSON STREET
ORLANDO, FL 32803 (407) 894-5989

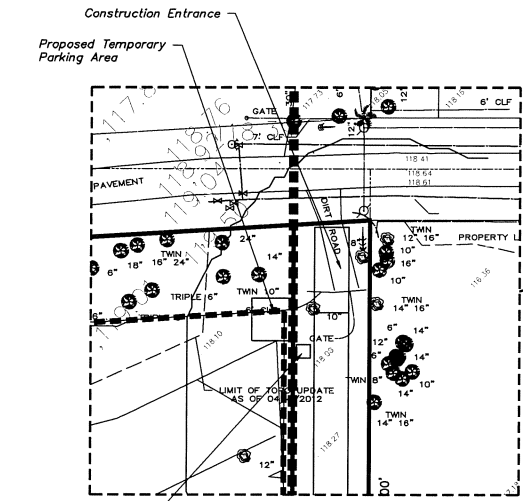


- 2 Arctid Fine Sand, 0 to 5 Percent Slopes
- 33 Pits
- 34 Pomello Fine Sand, 0 to 5 Percent Slopes
- 38 St. Lucie Fine Sand, 0 to 5 Percent Slopes
- 46 Tavares Fine Sand, 0 to 5 Percent Slopes
- 47 Tavares-Milhopper Fine Sands, 0 to 5 Percent Slopes
- 54 Zolfo Fine Sand
- 99 Water

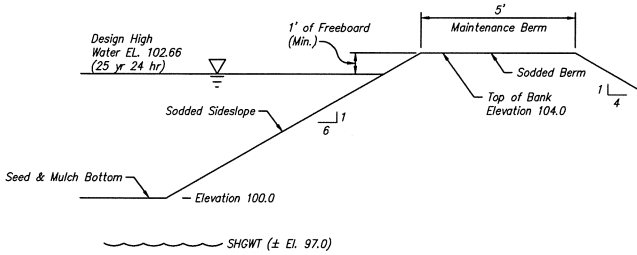
SOILS MAP
N.T.S.

- SITE DATA:**
- TOTAL ACREAGE: 140.47 AC.
 - AREA OF EXCAVATION: 136.89 AC. ±
 - TOTAL EXCAVATION: APPROX. 1,200,000 CY
 - SETBACKS FROM EACH PROPERTY LINE: 25' TO TOP OF SLOPE
 - RESTORATION AND RECLAMATION: SEED AND MULCH ALL DISTURBED AREAS
 - EXCAVATION AREA SHALL BE FENCED WITH MATERIAL APPROVED BY CITY ENGINEER.
 - NO TRESPASSING SIGNS SHALL BE POSTED EVERY 500' AROUND PERIMETER.
 - DUST CONTROL PLAN: WATER TRUCKS ARE REQUIRED. ENTRANCE TO BE CLEANED W/ POWER SWEEPER.
 - EXISTING ZONING: INDUSTRIAL
 - FUTURE LAND USE: INDUSTRIAL
 - MIN. SETBACK AT EXTERIOR: 25' @ ROAD R/W, 25' AT ADJACENT PROPERTY LINES AS SHOWN.
 - NUMBER OF EMPLOYEES: 2

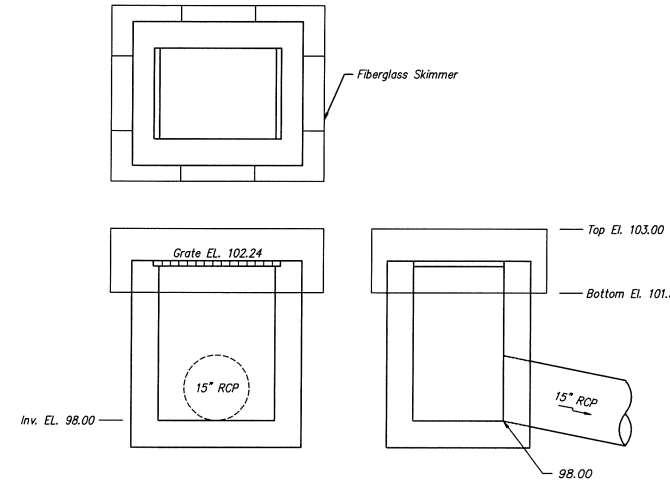




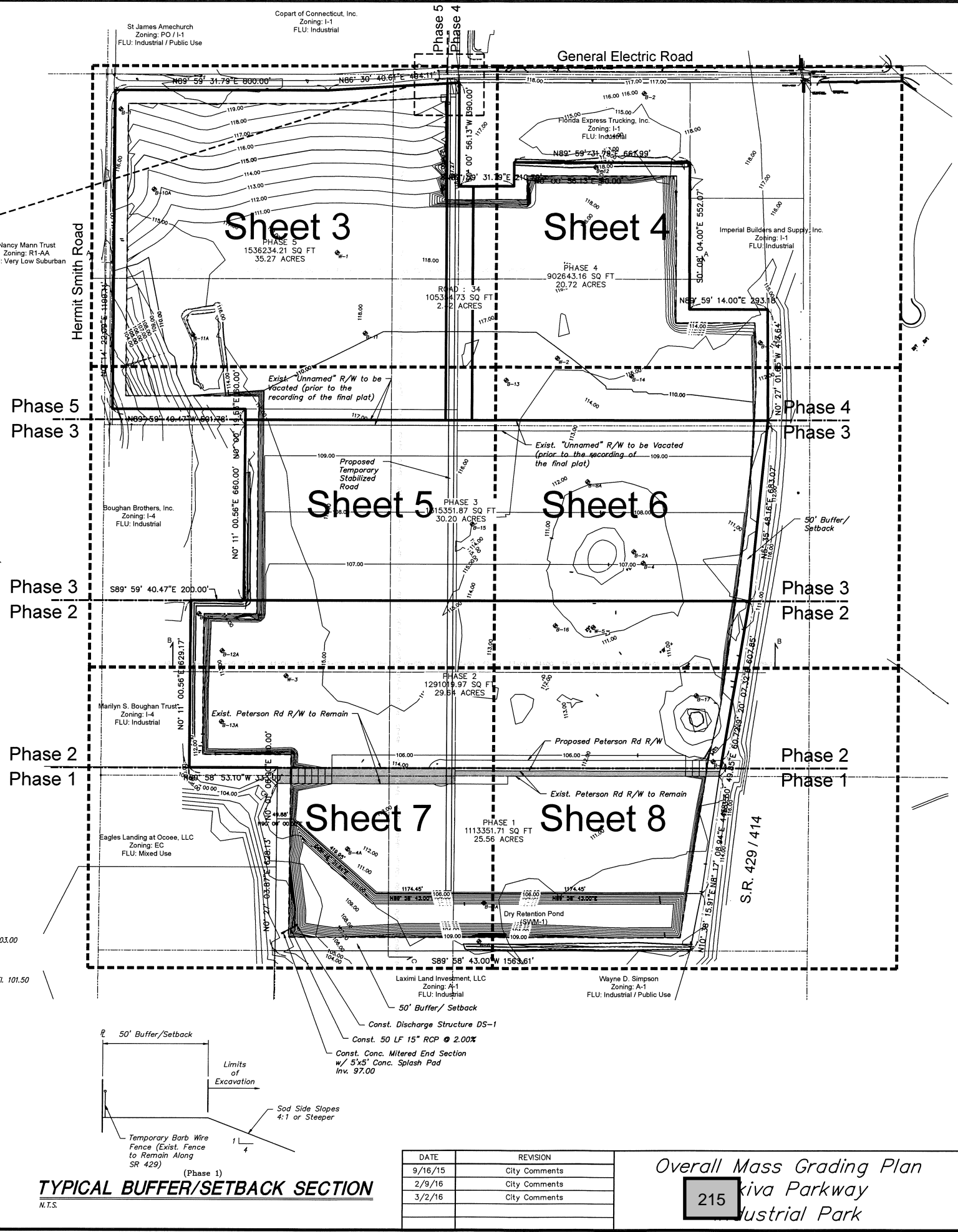
Note: Portable Bathroom Shall be Provided on-site During Mining Activities
ENTRANCE DETAIL
 Scale: 1" = 50'



(SWM-1)
TYPICAL DRY POND SECTION
 N.T.S.



(Type "D" Inlet)
DISCHARGE STRUCTURE "DS-1"
 N.T.S.



(Phase 1)
TYPICAL BUFFER/SETBACK SECTION
 N.T.S.

DATE	REVISION
9/16/15	City Comments
2/9/16	City Comments
3/2/16	City Comments

Overall Mass Grading Plan
 Kiva Parkway
 Industrial Park

JEC June engineering consultants, inc.
 32 W. Plant Street
 Winter Garden, FL 34787
 Ph. 407-905-8180
 Fax 407-905-6232

Certificate of Authorization #00008507
 DRAWN BY: CLK CHECKED BY: RAJ SCALE: 1" = 200'
 DATE: 6/16/15 DATE: 6/16/15

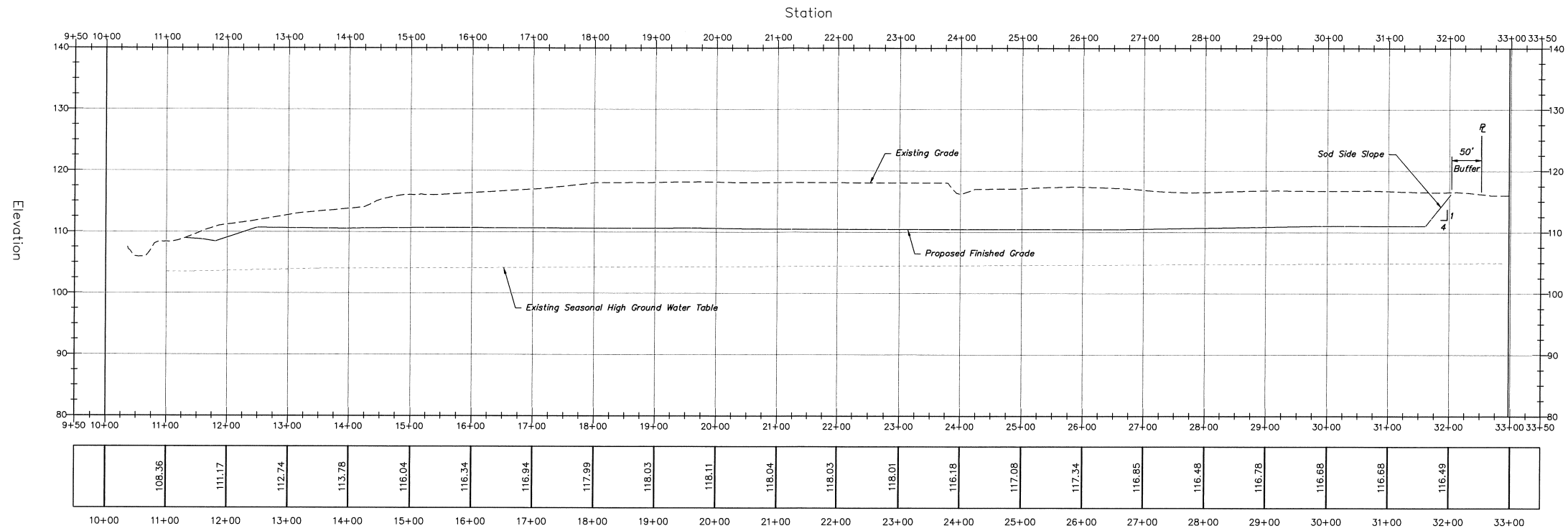
LEGEND	
Existing Contours	
Proposed Contours	
Existing Grade	
Soil Boring Location	
Proposed Grade	
Finished Floor	
Proposed Pavement	
Storm Structure	
Stormpipe	
Fire Hydrant	
Storm Inlet	
Concrete	
Plan & Profile Sheet #	
Soil Type	
Conservation Line	
100 Year Flood	

JOB NO.
14-0458
 SHEET
2
 OF 21

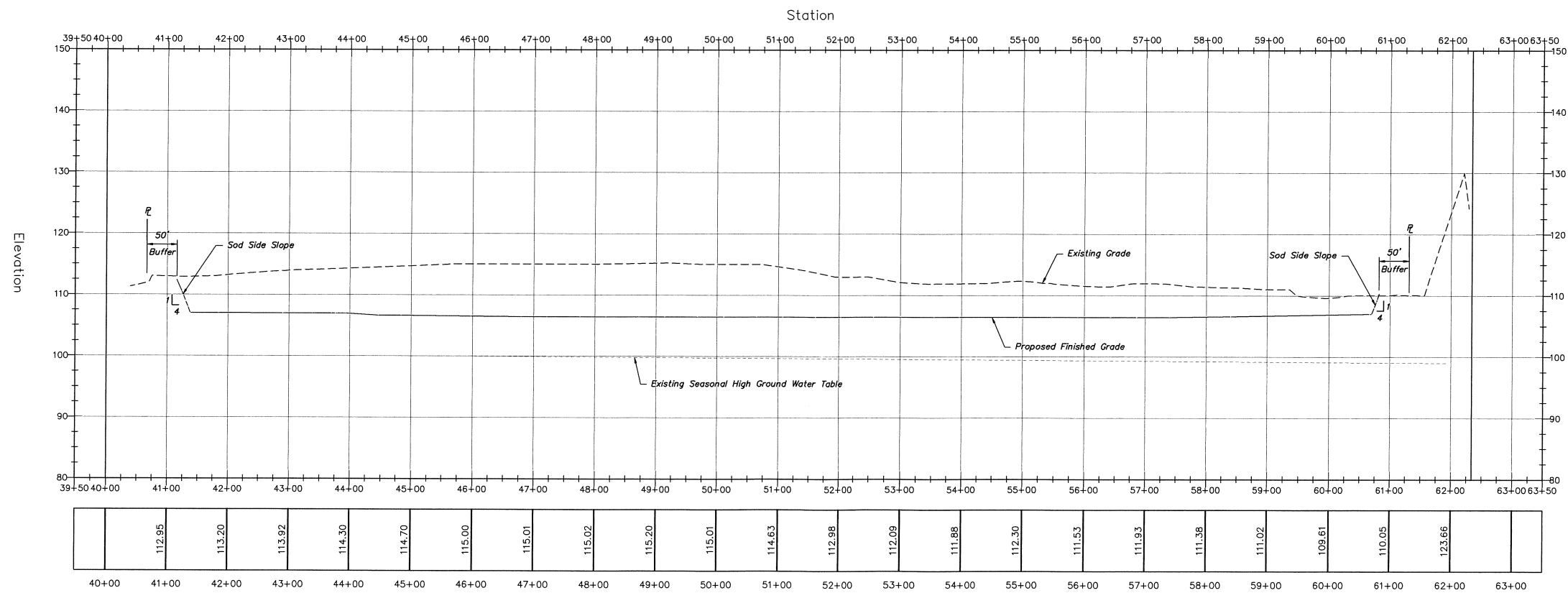
JEFFREY A. SEDLOFF
 PE# 51506

\ACT\14-0458\14-0458-02.dwg P:\cadd\mass grading\2.dwg 3/2/2016 4:47:37 AM

Section A-A PROFILE



Section B-B PROFILE



Scale:
 Horiz: 1" = 100'
 Vert: 1" = 10'

DATE	REVISION
9/16/15	City Comments
2/9/16	City Comments
3/2/16	City Comments

Cross Sections
 216
 Kiva Parkway
 Industrial Park

JEC june engineering consultants, inc.
 32 W. Plant Street
 Winter Garden, FL 34787
 Ph. 407-905-8180
 Fax 407-905-6232
 Certificate of Authorization #00008507

JEFFREY A. SEDLOFF
 PE# 51506

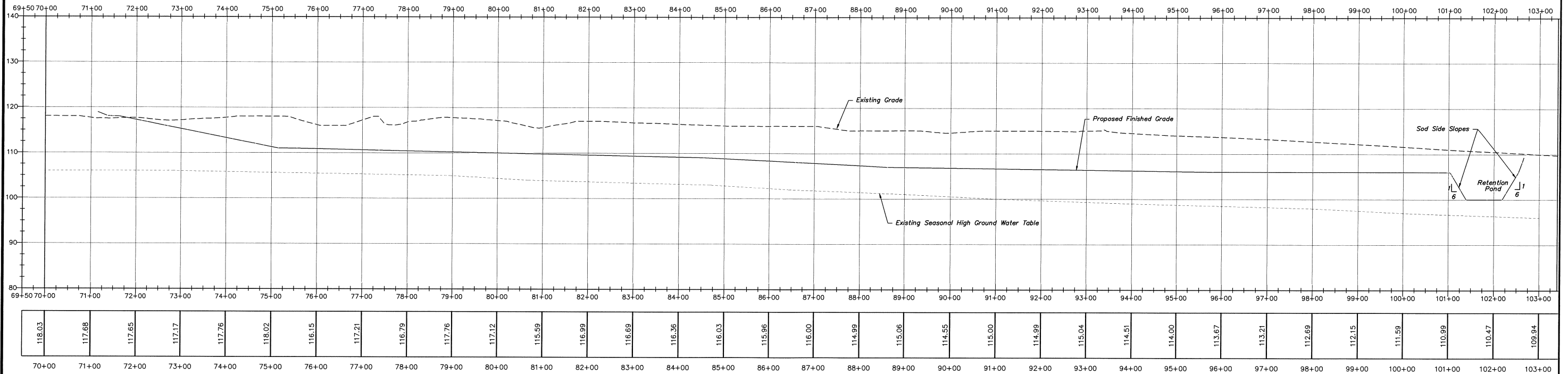
JOB NO.
14-0458
 SHEET
9
 OF 21

DRAWN BY: CLK CHECKED BY: RAJ SCALE: As Noted
 DATE: 6/16/15 DATE: 6/16/15

A:\ACT\14-0458\1458-Sub F Cross Section\1458-Sub F Cross Section.dwg, 2.dwg, 1/2/2016, 11:42:42 AM

Section C-C PROFILE

Station



Scale:
 Horiz: 1" = 100'
 Vert: 1" = 10'

DATE	REVISION
9/16/15	City Comments
2/9/16	City Comments

Cross Sections
 Ikiya Parkway
 Industrial Park

217



june engineering
 consultants, inc.

32 W. Plant Street
 Winter Garden, FL 34787
 Ph. 407-905-8180
 Fax 407-905-6232

Certificate of Authorization #00008507

DRAWN BY: CLK
 DATE: 6/16/15

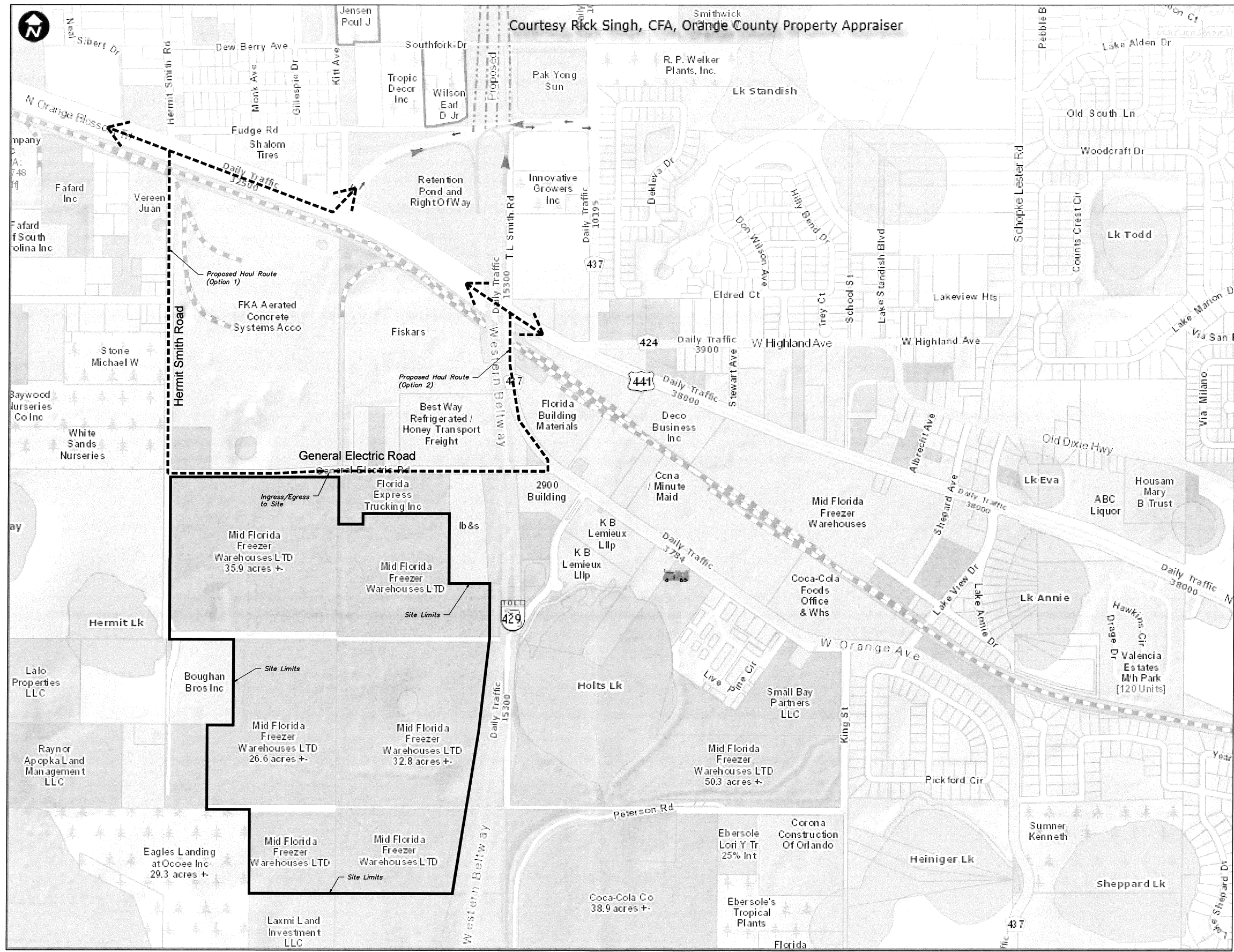
CHECKED BY: RAJ
 DATE: 6/16/15

SCALE
 As Noted

JEFFREY A. SEDLOFF
 PE# 51506

JOB NO.
 14-0458
 SHEET
 10
 OF 21

Courtesy Rick Singh, CFA, Orange County Property Appraiser



DATE	REVISION
9/16/15	City Comments
2/9/16	City Comments

Haul Route Plan
 218
 Kivika Parkway
 Industrial Park

JEC June engineering consultants, inc.
 32 W. Plant Street
 Winter Garden, FL 34787
 Ph. 407-905-8180
 Fax 407-905-6232
 Certificate of Authorization #00008507

JEFFREY A. SEDLOFF
 PE# 51506

JOB NO. 14-0458
 SHEET 20 OF 21

P:\METE\08250202\08250202.dwg, 2/2/2016 11:48:35 AM

WEKIVA PARKWAY INDUSTRIAL PARK

MASS GRADING OF

FINAL DEVELOPMENT

PLANS

DESCRIPTION:

PARCEL 01-21-27-0000-00-000
 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 800 FEET AND LESS THE SOUTH 30 FEET FOR RIGHT-OF-WAY, SECTION 1, TOWNSHIP 21 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.
 PARCEL 06-21-28-7172-12-000
 LOTS 2, 3, 4, 5 & 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.
 LYING WEST OF STATE ROAD 429 (WESTERN BELTWAY)



Location Map

INDEX OF SHEETS	
SHEET TITLE	No.
Cover Sheet	1
Overall Mass Grading Plan	2
Mass Grading Plans	3-8
Mass Grading Profiles	9-10
SWPPP	11
Wetland Inventory Plan	12
Overall Tree & Landscape	13
Tree & Landscape Plans	14-19
Haul Route Plan	20
Reclamation Plan	21

Parcel ID Number: 01-21-27-0000-00-030; 01-21-27-0000-00-060; 06-21-28-7172-12-020; 06-21-28-7172-12-060; 06-21-28-7172-13-000; 12-21-27-0000-00-010; 12-21-27-0000-00-018

Future Land Use: Industrial

Zoning: Industrial (I-1)

Adjacent Land Use: North: IND, East: IND, South: IND, West: IND

Adjacent Zoning: North: I-1, East: I-1, South: I-1, West: I-1

Acreage/Square Footage: 140.47 Acres, 6,119,015.49 S.F.

Building Height: Proposed: N/A, Max: 35'

Density: Proposed: 0

Building Setbacks: Proposed: Front 25, Side 10, Rear 10, Corner 25 Required: Front 25, Side 10, Rear 10, Corner 25

Parking Spaces: Proposed 0, Required 0

Open Space: Proposed 0, Required 0

Waiver Request: N/A

Variance Request: N/A

FAR: Proposed 0, Required 60

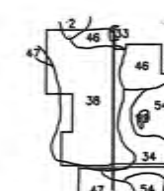
OWNER/DEVELOPER: MID-FLORIDA FREEZER
 2560 W. ORANGE BLOSSOM TRAIL
 APOPKA, FL 32712 (407) 886-1971

ENGINEER: JUNE ENGINEERING CONSULTANTS, INC.
 32 W. PLANT STREET
 WINTER GARDEN, FL 34787 (407) 905-8180

SURVEYOR: BISHMAN SURVEYING & MAPPING
 32 W. PLANT STREET
 WINTER GARDEN, FL 34787 (407) 905-8877

GEOTECHNICAL ENGINEER: ECS FLORIDA, LLC
 2815 DIRECTORS ROW, SUITE 500
 ORLANDO, FL 32809 (407) 859-8378

ENVIRONMENTAL CONSULTANT: BIO-TECH CONSULTING, INC.
 2002 E. ROBINSON STREET
 ORLANDO, FL 32803 (407) 894-5989



- 2 Archbold Fine Sand, 0 to 5 Percent Slopes
- 33 Pits
- 34 Pomello Fine Sand, 0 to 5 Percent Slopes
- 38 St. Lucie Fine Sand, 0 to 5 Percent Slopes
- 46 Tavares Fine Sand, 0 to 5 Percent Slopes
- 47 Tavares-Milhopper Fine Sands, 0 to 5 Percent Slopes
- 54 Zolfo Fine Sand
- 59 Water

SOILS MAP
 N.T.S.

PHASING PLAN:

1. CLEARING AND EXCAVATION SHALL BE COMPLETED ONE PHASE AT THE UNLESS OTHERWISE APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR OR CITY ADMINISTRATOR.
2. CITY ADMINISTRATOR OR COMMUNITY DEVELOPMENT DIRECTOR MAY APPROVE PHASING CHANGES AS NECESSARY.

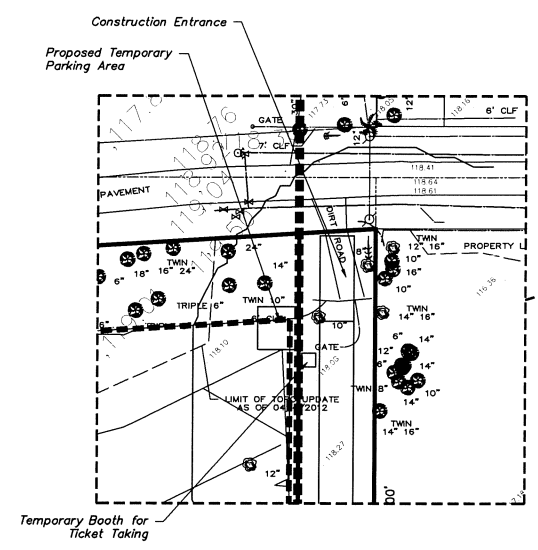
GENERAL NOTES:

1. ALL CONSTRUCTION SHALL COMPLY WITH THE MOST RECENT STANDARDS & SPECIFICATIONS OF CITY OF APOPKA.
2. CONTRACTOR SHALL CONTACT ALL OWNERS OF UTILITIES, EASEMENTS AND/OR RIGHT-OF-WAYS, WHETHER THEY ARE PUBLIC OR PRIVATE, PRIOR TO COMMENCING ANY WORK ON OR OVER THE AREAS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEMOLITION AND REMOVAL OF EXISTING STRUCTURES, VEGETATION, PAVEMENT, ETC., AS NOTED ON SITE PLAN.
4. DEVELOPER SHALL CONFORM TO SPFC 1994 EDITION, 18.106 TO MIT "DURING CONSTRUCTION, WHEN COMBUSTIBLES ARE BROUGHT ON TO THE SITE IN SUCH QUANTITIES AS DETERMINED BY THE FIRE OFFICIAL," ACCESS ROADS AND A SUITABLE TEMPORARY SUPPLY OF WATER ACCEPTABLE TO THE FIRE DEPARTMENT SHALL BE MAINTAINED. "THE STORAGE OF FLAMMABLE AND COMBUSTIBLE LIQUIDS/GAS ON SITE SHALL COMPLY WITH THE NATIONAL FIRE PROTECTION ASSOCIATION AND APPLICABLE CODE REQUIREMENTS INSTALLATION AND STORAGE PERMITS WILL BE REQUIRED PER CITY AND STATE REQUIREMENTS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE A THOROUGH REVIEW OF THE SITE TO DETERMINE EXISTING CONDITIONS. ANYTHING NOT SHOWN ON THESE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
6. ANY "HARD PAN", WET SOIL, CONDITIONS, OR OTHER SUSPECT SOIL CONDITIONS ENCOUNTERED DURING CONSTRUCTION SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION SO THAT THE CONDITIONS MAY BE FURTHER INVESTIGATED.
7. ALL PRIVATE, PUBLIC PROPERTY AND PUBLIC RIGHTS-OF-WAY AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO, OR BETTER THAN, EXISTING BEFORE COMMENCEMENT OF CONSTRUCTION WORK, UNLESS SPECIFICALLY CREDITED BY THE PLANS.
8. THE CONTRACTOR IS RESPONSIBLE FOR THE PRESERVATION OF PUBLIC SAFETY, BOTH WHILE THE PROJECT IS MANNED AND UNMANNED, DURING THE DURATION OF THE CONSTRUCTION ACTIVITY.
9. THE CONTRACTOR IS TO EMPLOY THE BEST MANAGEMENT PRACTICES DURING THE CONSTRUCTION OF THIS SITE TO ASSURE ALL SEDIMENTS ARE RETAINED ON SITE. ROADS WILL BE CLEANED REGULARLY WITH A BRUSH SWEEPER. A WATER TRUCK IS TO BE USED ALSO AS REQUIRED.
10. SURVEY INFORMATION SHOWN WITHIN THESE PLANS IS BASED ON INFORMATION SUPPLIED BY LEADING EDGE LAND SERVICES, & BISHMAN SURVEYING AND MAPPING, JUNE ENGINEERING CONSULTANTS INC. DOES NOT GUARANTEE THE ACCURACY IN SUBSTANCE OR LOCATION OF SAID SURVEY INFORMATION.
11. PLAN IS SUBMITTED FOR SITE GRADING AND EXCAVATION REVIEW AND APPROVAL OF SITE IMPROVEMENTS ONLY. NO BUILDING CONSTRUCTION IS PROPOSED. EXCAVATION TO CONTINUE FOR APPROXIMATELY 48 MONTHS. THE HOURS OF OPERATION WILL BE FROM: MONDAY - FRIDAY 7:00 AM TO 5:00 PM, SATURDAY 8:00 AM - 5:00 PM AND NO WORK ON SUNDAY UNLESS APPROVED IN ADVANCE.
12. ALL DESIGN AND CONSTRUCTION MUST CONFORM TO THE MINIMUM STANDARDS SET FORTH ON THE CITY OF APOPKA LAND DEVELOPMENT CODE AND/OR ZONING REGULATIONS AT THE TIME OF PLAN APPROVAL.
13. PRIOR TO CONSTRUCTION ALL LOCAL, STATE AND FEDERAL PERMITS SHALL BE APPROVED. A PRE-CONSTRUCTION CONFERENCE SHALL BE REQUIRED PRIOR TO ANY WORK ON-SITE.
14. THE SILT SCREEN MUST BE CONSTRUCTED & APPROVED PRIOR TO COMMENCING WORK.
15. POTABLE WATER SHALL BE SUPPLIED BY BOTTLED WATER COMPANY.
16. SANITARY SEWER SHALL BE SEWER-JOHN SERVICED ONCE PER WEEK IF NECESSARY.
17. SOLID WASTE SHALL BE HANDLED WITH ON-SITE DUMPSTER BY CITY IF NECESSARY.
18. ALL EXCAVATION AND GRADING SHALL COMPLY WITH SECTION 5.04 MINING, PRIOR TO ANY LAND CLEARING ACTIVITIES, AN EXCAVATION PERMIT MUST BE OBTAINED FROM THE CITY. PRIOR TO THE CITY ISSUANCE OF AN EXCAVATION PERMIT, THE DEVELOPER SHALL PROVIDE TO THE CITY A COPY OF ANY REQUIRED FEDERAL, STATE OR LOCAL PERMITS.
19. BARBED WIRE FENCING SHALL BE INSTALLED. THIS IS A TEMPORARY CONDITION UNTIL THE SITE IS DEVELOPED IN THE FUTURE.
20. PRIOR TO CONSTRUCTION, AN ARBOR PERMIT AND EXCAVATION PERMIT ARE REQUIRED TO BE ISSUED BY COMMUNITY DEVELOPMENT DEPARTMENT.
21. PRIOR TO COMMENCING CLEARING AND GRADING, A PERFORMANCE BOND, LETTER OF CREDIT, OR ESCROW PAYMENT SHALL BE PROVIDED TO THE CITY AND IN AN AMOUNT EQUAL TO THE COST TO IMPLEMENT RESTORATION PLAN, INCLUDING COST TO WATER TREES FOR TWO MONTHS. THE PERFORMANCE DOCUMENT AND PAYMENT MUST BE ACCEPTED BY THE CHIEF ADMINISTRATIVE OFFICER.
22. CITY SHALL NOT ISSUE AN EXCAVATION OR ARBOR PERMIT, AND NO CLEARING OR GRADING ACTIVITIES SHALL COMMENCE UNTIL DEVELOPER OR PROPERTY OWNER SUBMITS TO THE COMMUNITY DEVELOPMENT DEPARTMENT A COPY OF ALL PERMITS OBTAINED FROM THE FLORIDA FISH AND WILDLIFE COMMISSION TO EITHER AVOID HABITAT DISTURBANCE, PRESERVE HABITAT, OR RELOCATE GOPHER TORTOISES IDENTIFIED ON THE PROJECT SITE.
23. MINING ACTIVITIES WILL CEASE IF ANY HISTORICAL ARTIFACTS ARE DISCOVERED, AND MINING OPERATOR WILL CONTACT THE STATE OF FLORIDA DIVISION OF HISTORICAL RESOURCES.
24. A LETTER MUST BE OBTAINED FROM THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWC) REGARDING WILDLIFE MANAGEMENT PLAN FOR THE GOPHER TORTOISES OR OTHER IDENTIFIED SPECIES PRIOR TO ANY CONSTRUCTION ACTIVITIES OCCURRING ON SITE.
25. ADDITIONAL STANDARDS AND CONDITIONS APPEAR IN A DEVELOPMENT AGREEMENT APPROVED BY THE APOPKA CITY COUNCIL ON
26. TREE MITIGATION FEE WILL BE CALCULATED ON A PHASE BY PHASE BASIS. NO CLEARING OR GRADING SHALL OCCUR WITHIN ANY PHASE UNTIL THE TREE MITIGATION FEE CALCULATION HAS BEEN APPROVED BY THE COMMUNITY DEVELOPMENT DEPARTMENT AND PAYMENT TO THE CITY HAS BEEN MADE.

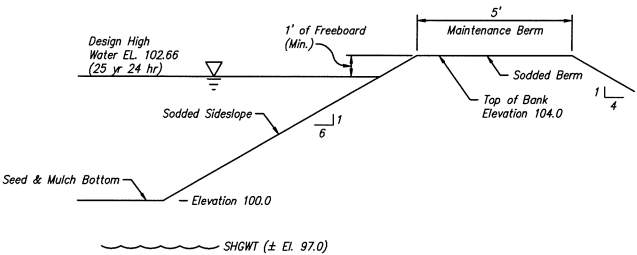
SITE DATA:

1. TOTAL ACREAGE: 140.47 AC.
2. AREA OF EXCAVATION: 136.89 AC. ±
3. TOTAL EXCAVATION: APPROX. 1,200,000 CY
4. SETBACKS FROM EACH PROPERTY LINE: 25' TO TOP OF SLOPE
5. RESTORATION AND RECLAMATION: SEED AND MULCH ALL DISTURBED AREAS
6. EXCAVATION AREA SHALL BE FENCED WITH MATERIAL, APPROVED BY CITY ENGINEER.
7. NO TRESPASSING SIGNS SHALL BE POSTED EVERY 500' AROUND PERIMETER.
8. DUST CONTROL PLAN: WATER TRUCKS ARE REQUIRED. ENTRANCE TO BE CLEANED W/ POWER SWEEPER.
9. EXISTING ZONING: INDUSTRIAL
10. FUTURE LAND USE: INDUSTRIAL
11. MIN. SETBACK AT EXTERIOR: 25' @ ROAD R/W, 25' AT ADJACENT PROPERTY LINES AS SHOWN.
12. NUMBER OF EMPLOYEES: 2

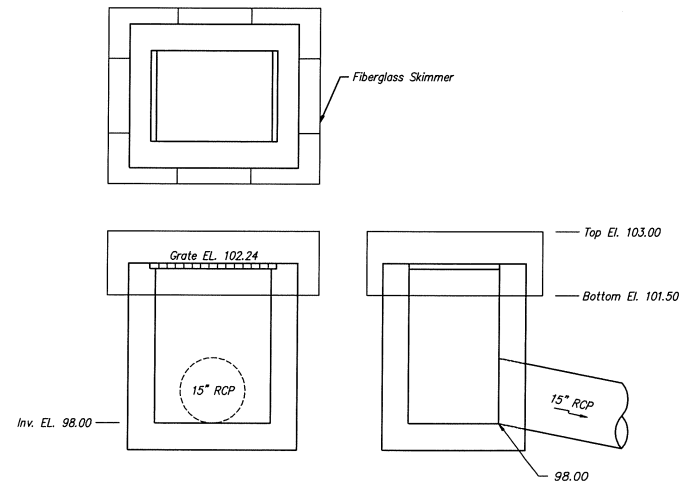




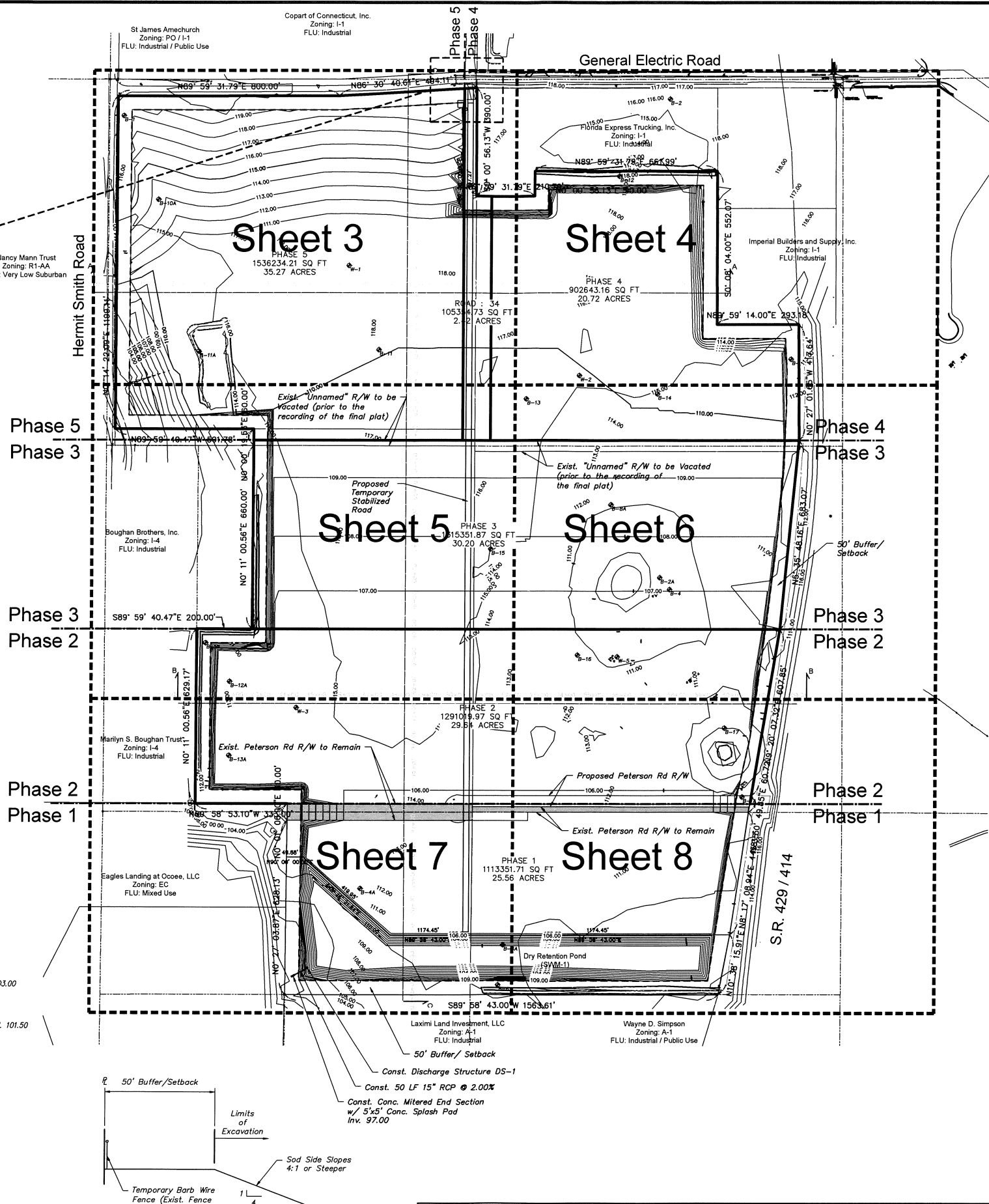
Note: Portable Bathroom Shall be Provided on-site During Mining Activities
ENTRANCE DETAIL
 Scale: 1" = 50'



(SWM-1)
TYPICAL DRY POND SECTION
 N.T.S.



(Type "D" Inlet)
DISCHARGE STRUCTURE 'DS-1'
 N.T.S.



(Phase 1)
TYPICAL BUFFER/SETBACK SECTION
 N.T.S.

DATE	REVISION
9/16/15	City Comments
2/9/16	City Comments
3/2/16	City Comments

Overall Mass Grading Plan
 220
 iva Parkway
 Industrial Park

JEC june engineering consultants, inc.
 32 W. Plant Street
 Winter Garden, FL 34787
 Ph. 407-905-8180
 Fax 407-905-6232
 Certificate of Authorization #00031567

LEGEND	
Existing Contours	
Proposed Contours	
Existing Grade	
Soil Boring Location	
Proposed Grade	
Finished Floor	
Proposed Pavement	
Storm Structure	
Stormpipe	
Fire Hydrant	
Storm Inlet	
Concrete	
Plan & Profile Sheet #	
Soil Type	
Conservation Line	
100 Year Flood	

JOB NO.
14-0458
 SHEET
2
 OF 21

DRAWN BY: CLK CHECKED BY: RAJ SCALE: 1" = 200'
 DATE: 9/16/15 DATE: 9/16/15

JEFFREY A. SEDLOFF
 PE# 51506



General Electric Road

Hermit Smith Road

PHASE 5
1536234.21 SQ FT
35.27 ACRES

ROAD : 34
105854.73 SQ FT
2.42 ACRES

221

JOB NO.
14-0458
SHEET
3
OF
21

JEFFREY A. SEDLOFF
PEA 51506

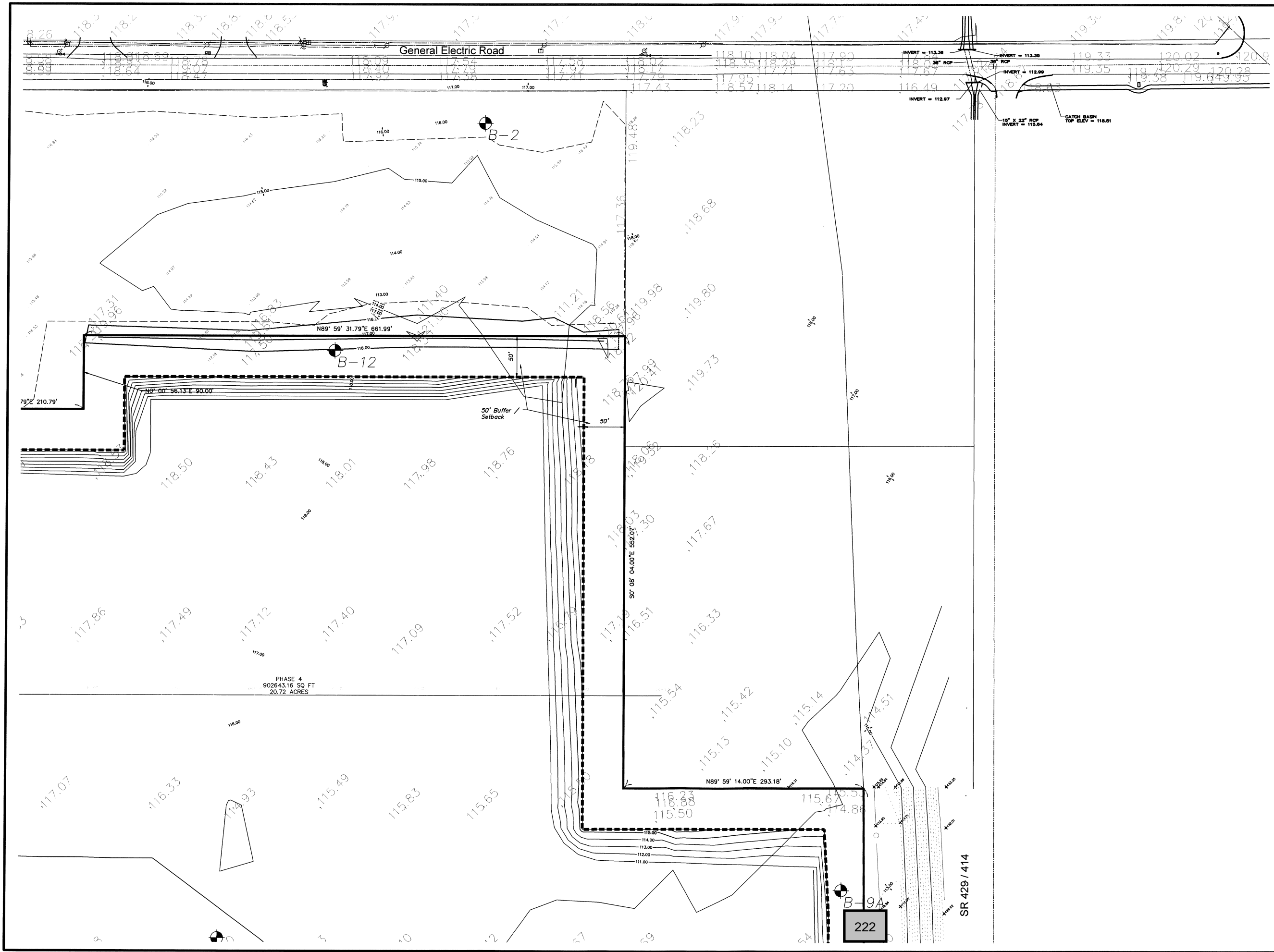
32 W. Plant Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6232

June engineering
consultants, inc.
Certificate of Authorization #00031567
DRAWN BY: CLK CHECKED BY: PJA SCALE: 1" = 50'
DATE: 6/16/15 DATE: 6/16/15

Overall Mass Grading Plan
Wekiva Parkway
Industrial Park

DATE	REVISION	City Comments
2/9/16		

LEGEND	
Existing Contours	
Proposed Contours	
Existing Grade	
Soil Boring Location	
Proposed Grade	
Finished Floor	
Storm Structure	
Stormpipe	
Fire Hydrant	
Storm Inlet	
Concrete	
Conservation Line	
100 Year Flood	



JOB NO.
14-0458

SHEET
4

OF
21

JEFFREY A. SEDLOFF
P.E.# 51506

June engineering consultants, inc.
32 W. Plant Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6232
Certificate of Authorization #00031567

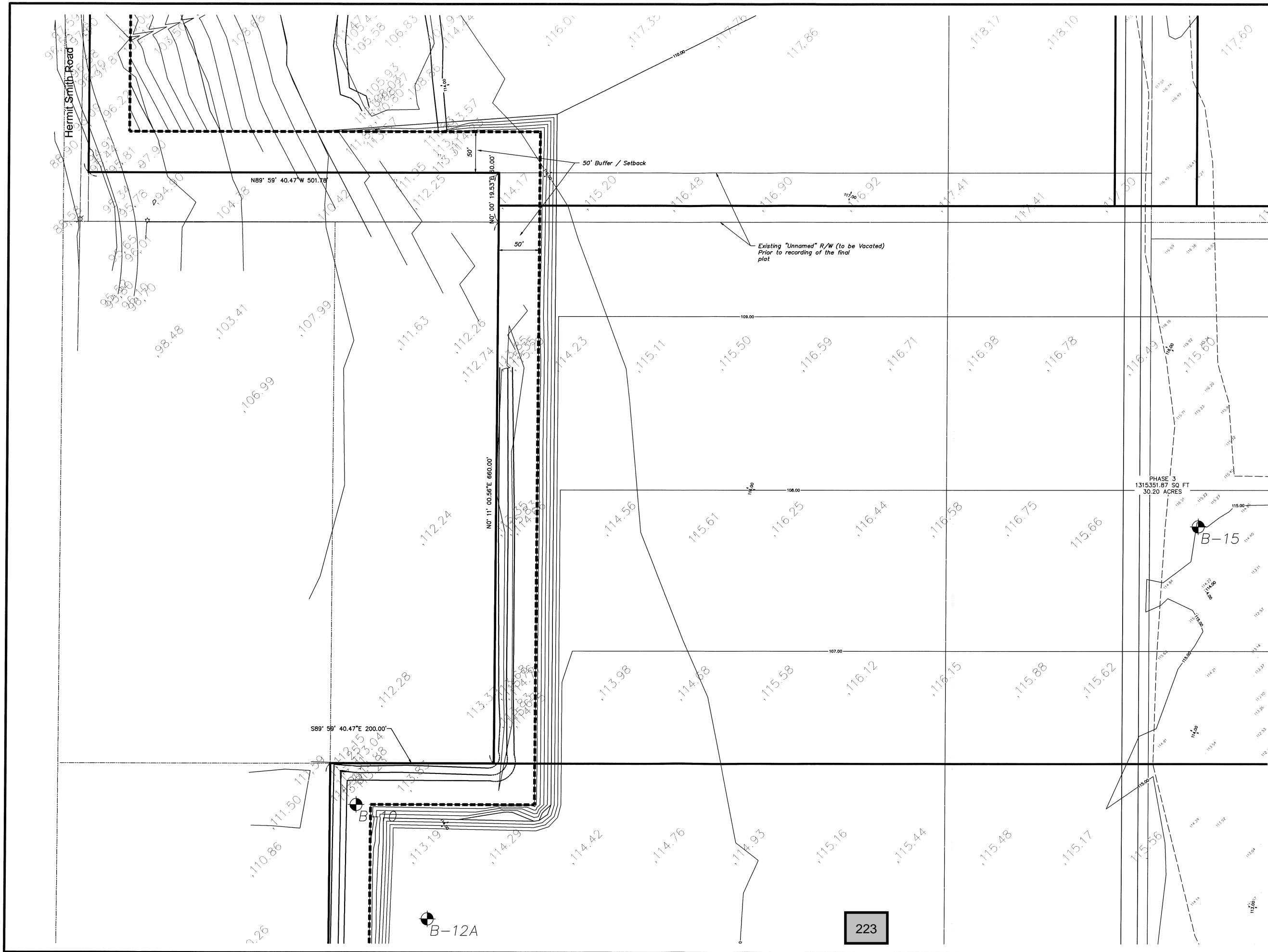
DRAWN BY: CLK
CHECKED BY: RAJ
DATE: 6/16/15

SCALE: 1" = 50'

Overall Mass Grading Plan
Wekiva Parkway
Industrial Park

DATE	REVISION	City Comments
2/9/16		

LEGEND	
Existing Contours	
Proposed Contours	
Existing Grade	
Soil Boring Location	
Proposed Grade	
Finished Floor	
Storm Structure	
Stormpipe	
Fire Hydrant	
Storm Inlet	
Concrete	
Conservation Line	
100 Year Flood	



LEGEND

Existing Contours	
Proposed Contours	
Existing Grade	
Soil Boring Location	
Proposed Grade	
Finished Floor	
Storm Structure	
Stormpipe	
Fire Hydrant	
Storm Inlet	
Concrete	
Conservation Line	
100 Year Flood	

JOB NO.
14-0458
SHEET
5
OF
21

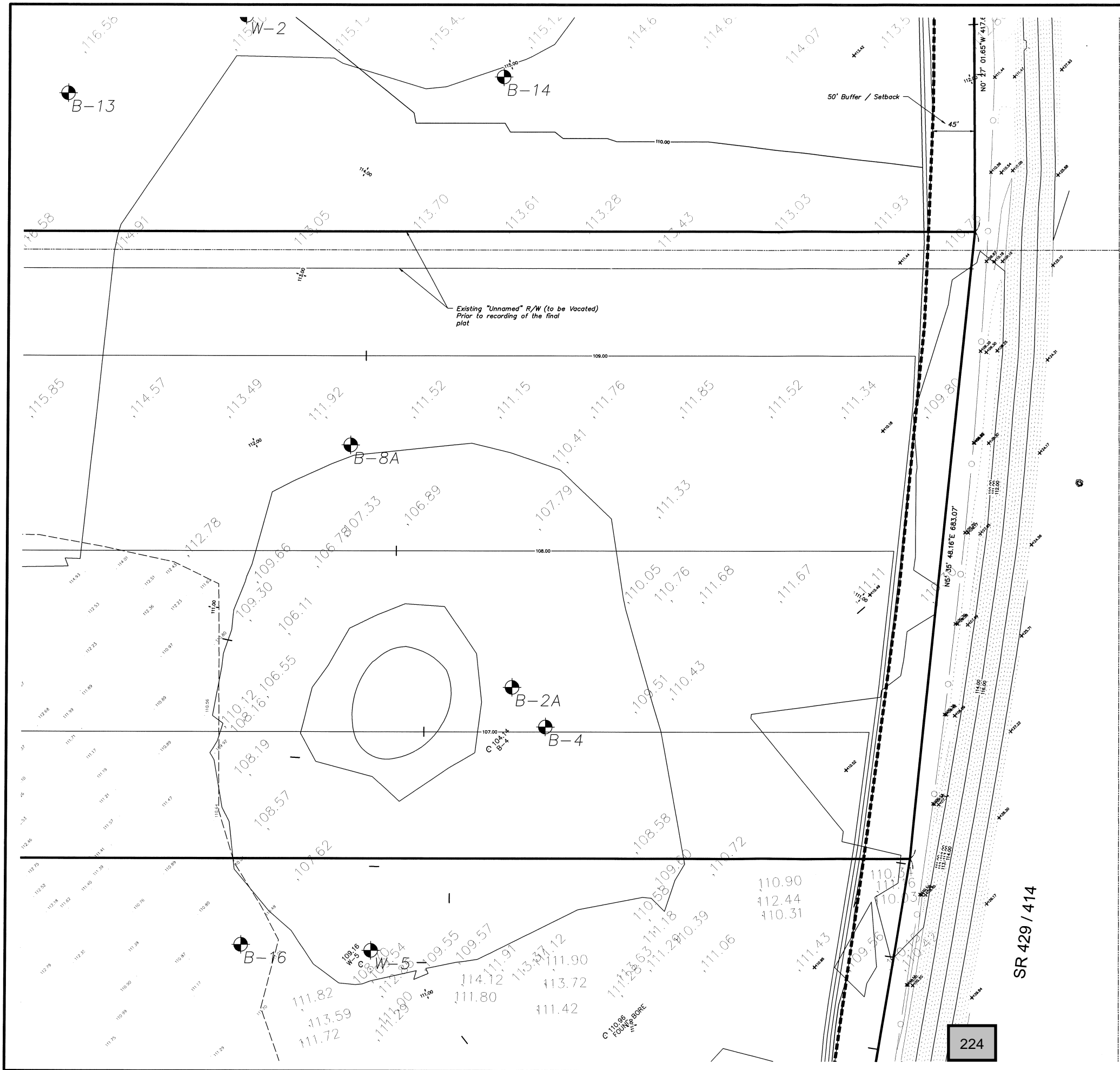
JEFFREY A. SEDLORFF
FE# 51506

32 W. Plant Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6232
June engineering consultants, inc.
Certificate of Authorization #00031567
DRAWN BY: CLK CHECKED BY: PAK SCALE: 1" = 50'
DATE: 6/16/15 DATE: 6/16/15

Overall Mass Grading Plan
Wekiva Parkway
Industrial Park

DATE	REVISION	City Comments
2/9/16		

223



JEG
June engineering consultants, inc.

32 W. Plant Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6232

Certificate of Authorization #00031567

DRAWN BY: CLK CHECKED BY: PAK SCALE: 1" = 50'
DATE: 6/16/15 DATE: 6/16/15

JEFFREY A. SEDLOR
PE# 51506

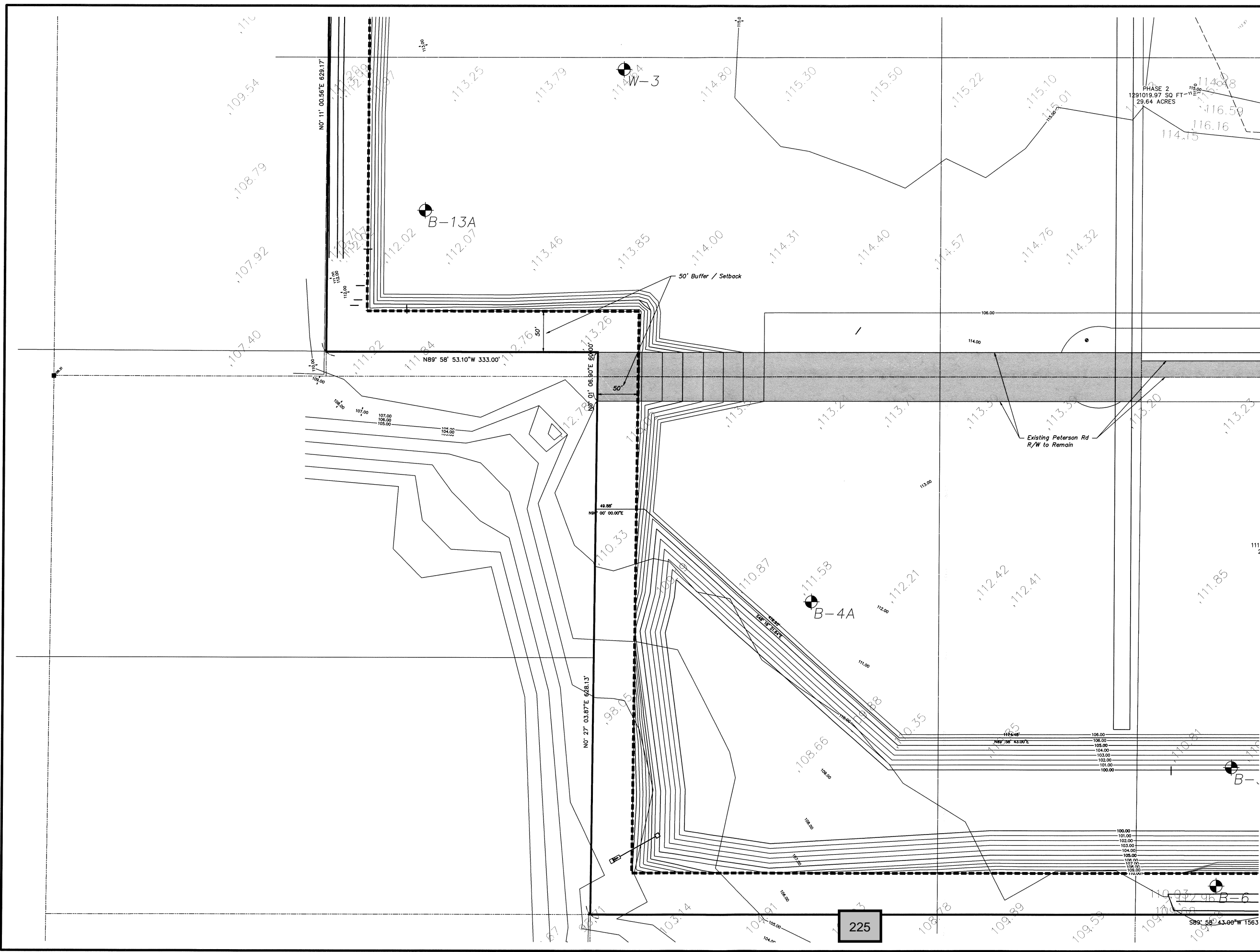
JOB NO. 14-0458
SHEET 6 OF 21

Overall Mass Grading Plan
Wekiva Parkway
Industrial Park

DATE	REVISION	City Comments
2/9/16		

LEGEND

Existing Contours	
Proposed Contours	
Existing Grade	
Soil Boring Location	
Proposed Grade	
Finished Floor	
Storm Structure	
Stormpipe	
Fire Hydrant	
Storm Inlet	
Concrete	
Conservation Line	
100 Year Flood	



LEGEND

Existing Contours	
Proposed Contours	
Existing Grade	
Soil Boring Location	
Proposed Grade	
Finished Floor	
Storm Structure	
Stormpipe	
Fire Hydrant	
Storm Inlet	
Concrete	
Conservation Line	
100 Year Flood	

JOB NO.
14-0458
SHEET
OF 21

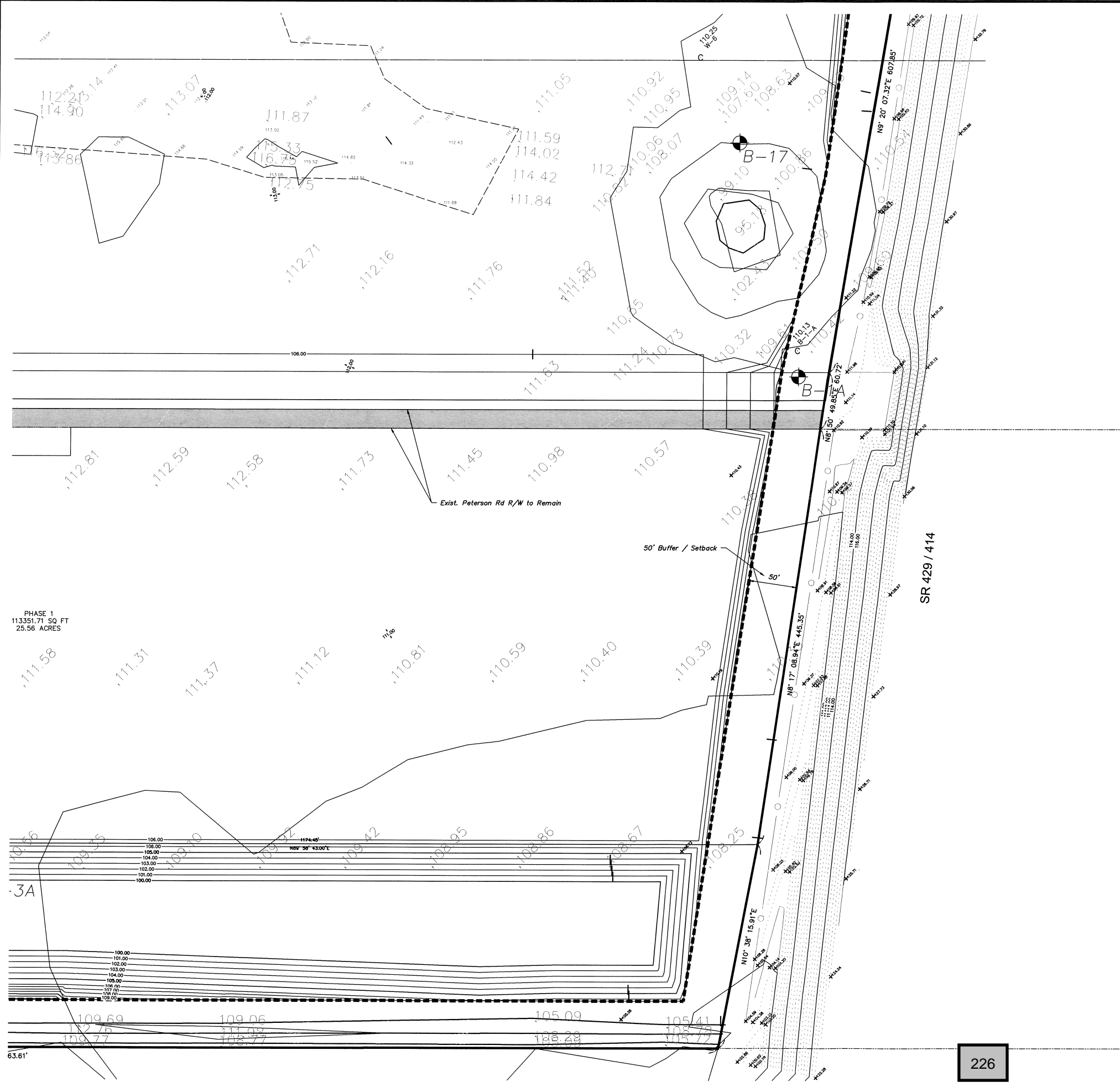
JEFFREY A. SEDLOFF
PE# 51506

32 W. Plant Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6232
Certificate of Authorization #00031567
DRAWN BY: GJA CHECKED BY: PAA SCALE: 1" = 50'
DATE: 6/16/15 DATE: 6/16/15

Overall Mass Grading Plan
Wekiva Parkway
Industrial Park

DATE	REVISION
2/9/16	City Comments
3/2/16	City Comments

225



PHASE 1
113351.71 SQ FT
25.56 ACRES

3A

226

JOB NO.
14-0458

SHEET
8
OF
21

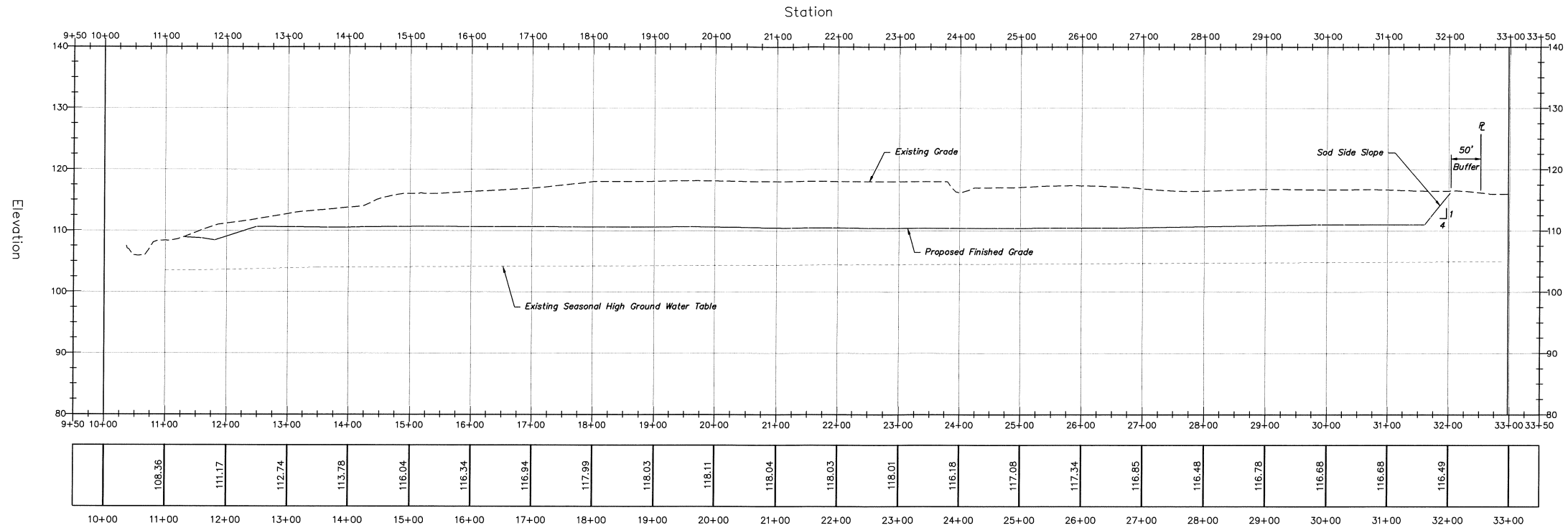
JECC
June engineering
consultants, inc.
32 W. Plant Street
Winter Garden, FL 34787
PH. 407-905-8180
Fax 407-905-6232
Certificate of Authorization #00031567
DRAWN BY: CLK CHECKED BY: PAA SCALE: 1" = 50'
DATE: 6/16/15 DATE: 6/16/15

Overall Mass Grading Plan
Wekiva Parkway
Industrial Park

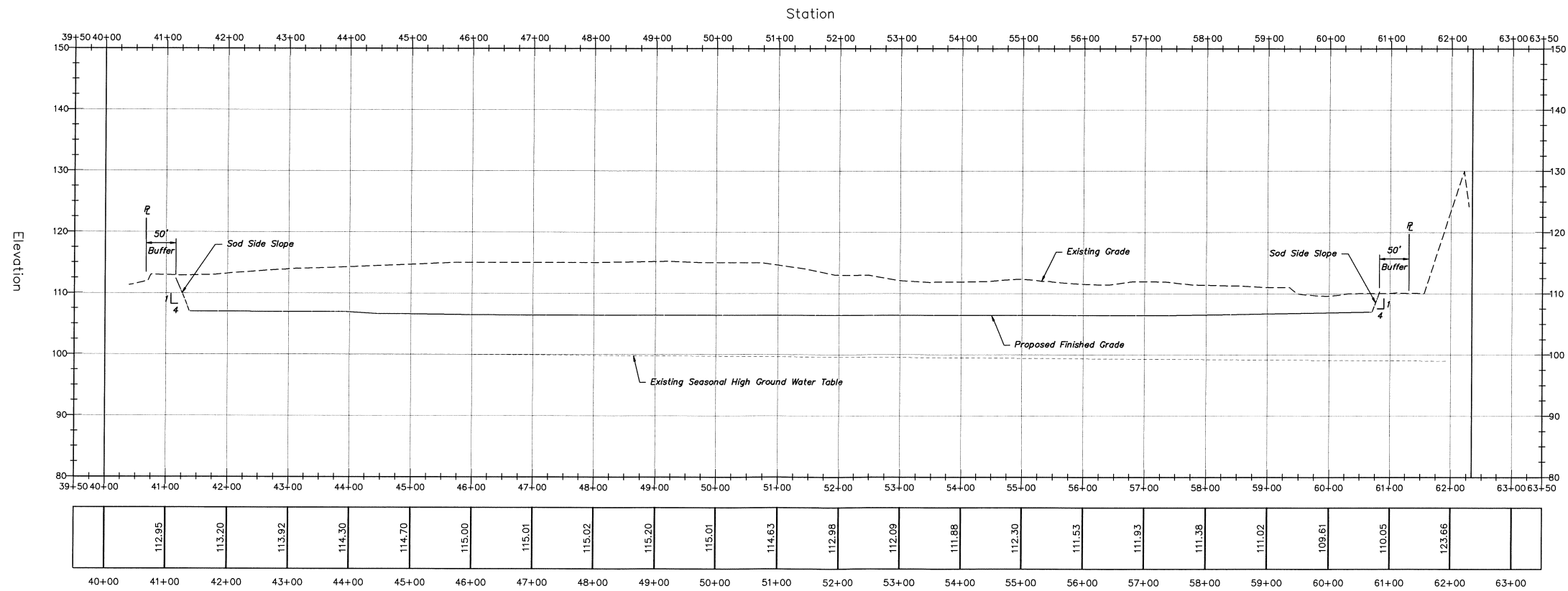
DATE	REVISION
2/9/16	City Comments
3/2/16	City Comments

LEGEND	
Existing Contours	
Proposed Contours	
Existing Grade	
Soil Boring Location	
Proposed Grade	
Finished Floor	
Storm Structure	
Stormpipe	
Fire Hydrant	
Storm Inlet	
Concrete	
Conservation Line	
100 Year Flood	

Section A-A PROFILE



Section B-B PROFILE



Scale:
 Horiz: 1" = 100'
 Vert: 1" = 10'

DATE	REVISION
9/16/15	City Comments
2/9/16	City Comments
3/2/16	City Comments

Cross Sections
 Viva Parkway
 Industrial Park
 227

JEC June engineering consultants, inc.
 32 W. Plant Street
 Winter Garden, FL 34787
 Ph. 407-905-8180
 Fax 407-905-6232
 Certificate of Authorization #00031567

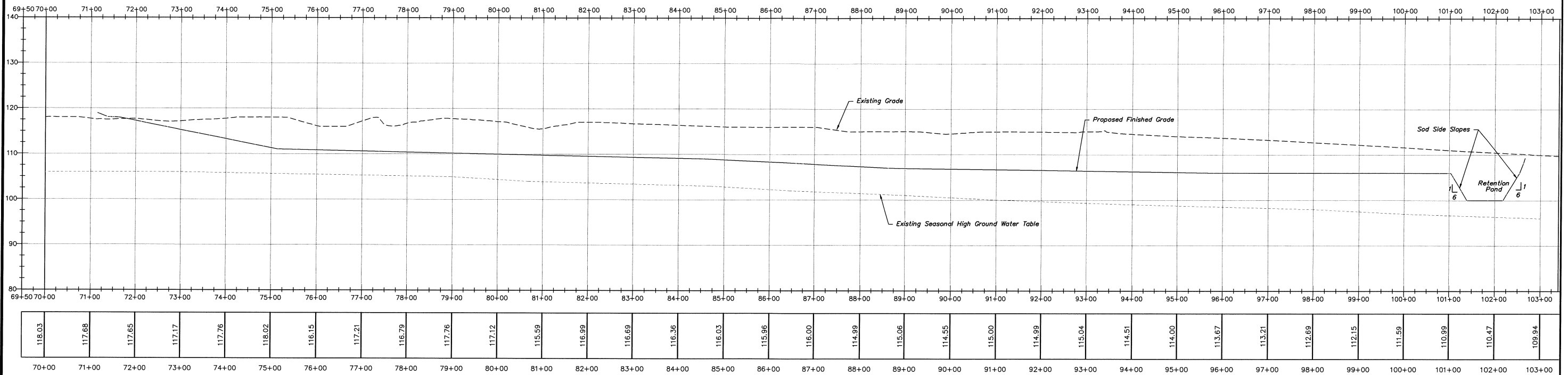
JEFFREY A. SEDLOFF
 PE# 51506

JOB NO.
14-0458
 SHEET
9
 OF 21

DRAWN BY: CLK CHECKED BY: RAJ SCALE: DATE: 6/16/15 DATE: 6/16/15 As Noted

Section C-C PROFILE

Station



Scale:
 Horiz: 1" = 100'
 Vert: 1" = 10'

DATE	REVISION
9/16/15	City Comments
2/9/16	City Comments

228
*Cross Sections
 Viva Parkway
 Industrial Park*

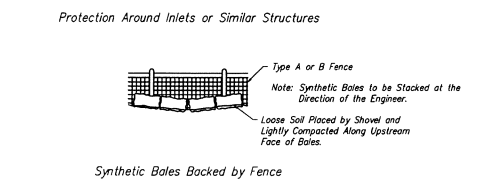
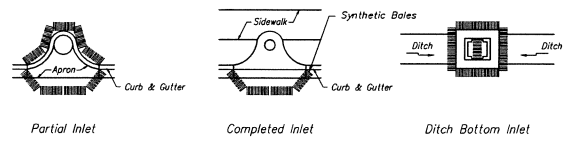
june engineering
consultants, inc.

32 W. Plant Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6232

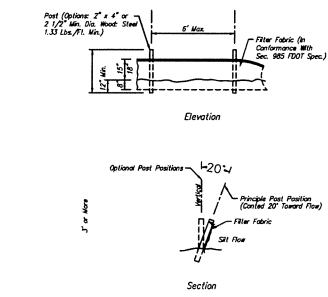
Certificate of Authorization #00031567

DRAWN BY: CLK	CHECKED BY: RAJ	SCALE:	As Noted
DATE: 6/16/15	DATE: 6/16/15		

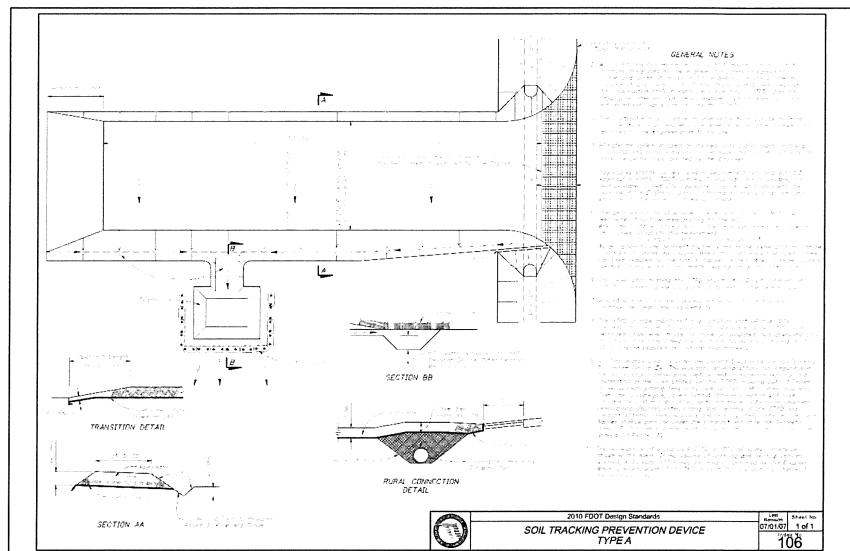
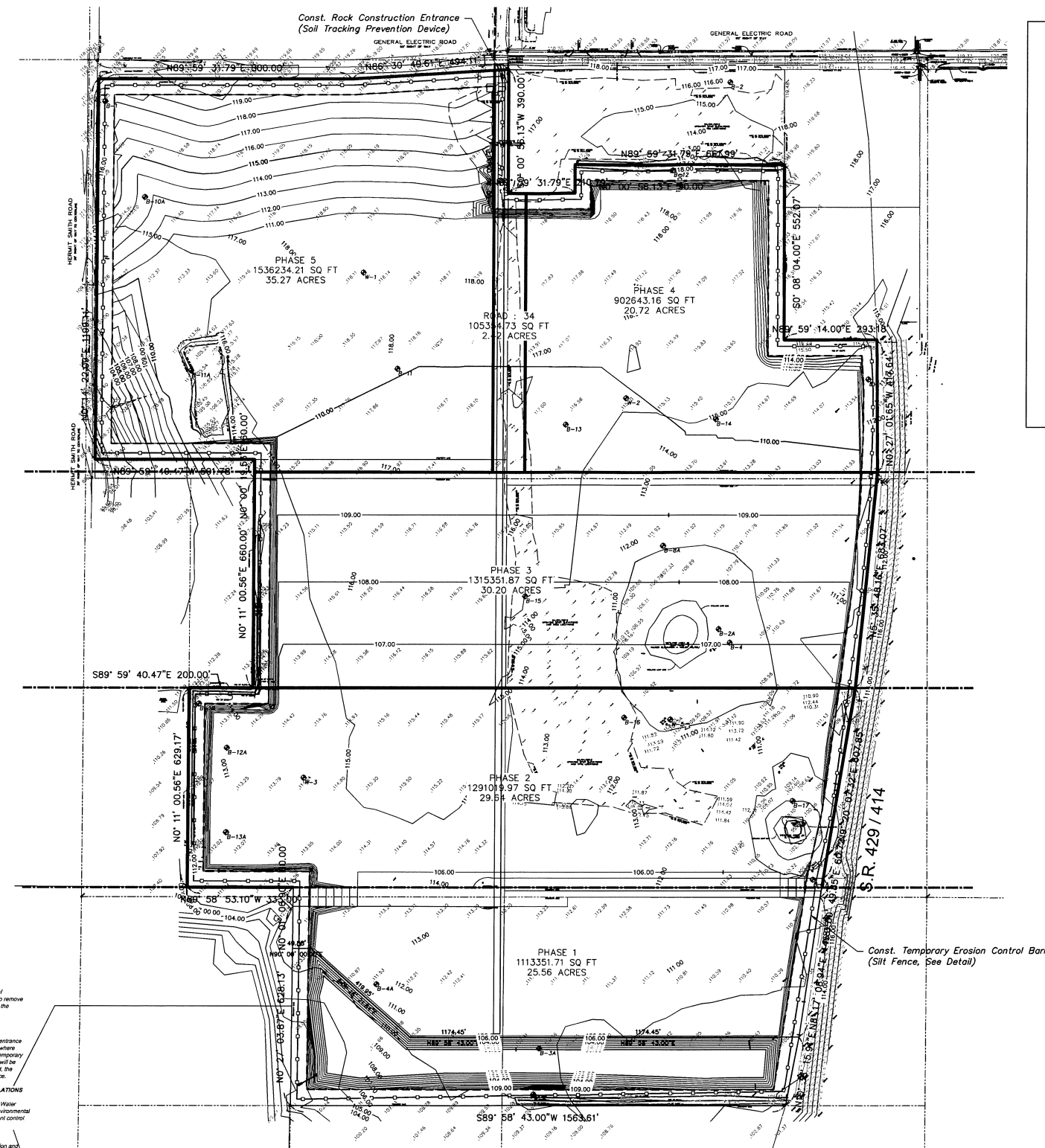
JEFFREY A. SEDLOFF PE# 51506	JOB NO. 14-0458 SHEET 10 OF 21
---------------------------------	--



(Per F.D.O.T. Index No. 102)
EROSION PROTECTION DETAILS
N.T.S.



Note: Silt Fence to be Paid for Under the Contract Unit Price for Staked Silt Fence (U).
Reinforced Silt Fence shall be provided adjacent to all Wetlands/Stream Buffers or as noted. Reinforcement shall include wire backing to Silt Fence.
TYPE III SILT FENCE
N.T.S.



Project Name: Mid-Florida Freeway
FDEP Project ID #: FLR 77

Site Location:
S81 7215 N07E, S12 7215 R07E, S06 7215 R06E
Latitude: 28°41'00"N, Longitude: 81°13'47"W

Site Area: The total site is approximately 140.47 acres of which 136.89 will be disturbed by construction activities.

Owner Name:
Mid-Florida Freeway
c/o June Engineering Consultants
P.O. Box 770699
Winter Garden, FL 34777

Contractor Name:
June Engineering Consultants

Project Description: Construct infrastructure associated with an industrial/commercial subdivision. Clearing and grubbing; installing a stabilized construction entrance; perimeter and other erosion and sediment control; grading; excavation for the stormwater ponds, storm sewer, utilities and building foundations; construction of roads, curbs, sidewalks, preparation for final planting and seeding.

Construction Sequence:
1. Install stabilized construction entrance.
2. Clear and grub for silt fence installation.
3. Install Silt Fence.
4. Construct Retention ponds/Mass Site Grading.
5. Install infrastructure (Storm Sewer, Utilities, Roads, etc.).
6. Complete final grading and install permanent seeding and plantings.
7. Remove any accumulated sediment from basin.
8. When construction activity is complete and the site is stabilized, remove silt fence and reseed/soil any areas disturbed by their removal.

Soil Type: Site is primarily underlain with USDA-SCS Type "A" Soils (St. Lucie, Tavares, Pomello, Zolla, and Tavares-Milhooper Fine Sands).

Runoff Coefficient: The final runoff coefficient for the site will be C=0.20

Devolving Methods: Point well

Receiving Water:
Body: Lake Apopka

CONTROLS (SMP's)

Erosion and Sediment Control:
Stabilization Practices:
Temporary Stabilization - Top stock piles and disturbed portions of the site where construction activity temporarily ceases for at least 7 days will be stabilized with temporary seed and mulch.
Permanent Stabilization - Disturbed portions of the site where construction activities permanently cease shall be stabilized with permanent seed and mulch and/or sod no later than 30 days after the last construction activity.

Structural Practices:
Silt Fencing - Will be constructed around the perimeter of the site as indicated on the overall plans of the construction plans.

Retention Ponds:
Sediment Basin - Will be constructed with the site grading. Once construction activities are nearly complete, the accumulated sediment will be removed from the basin.

Other Controls:
Waste Disposal - All waste materials will be collected and stored in a dumpster or as required by the City of Apopka. All trash and debris from the site will be stored in the dumpster.
Hazardous Waste - All hazardous waste materials will be disposed of in the manner specified by local or state regulation or by the manufacturer.
Sanitary Waste - All sanitary waste will be collected from the portable units as per the requirement of Orange County and FDEP.

Off-site Vehicle Tracking:
A stabilized construction entrance has been provided to help reduce vehicle tracking of sediments. The paved street leading to the site entrance will be swept as necessary to remove any excess mud, dirt or rock tracked from the site. Dump trucks hauling material from the construction site will be covered with a tarpaulin.

TIMING OF CONTROLS/MEASURES
As indicated in the Sequence of Major Activities, the silt fence, stabilized construction entrance will be constructed prior to clearing or grading of any other portions of the site. Areas where construction activity temporarily ceases for more than 7 days will be stabilized with a temporary seed and mulch. Once construction activity ceases permanently in an area, that area will be stabilized with permanent seed and mulch and/or sod. After the entire site is stabilized, the accumulated sediment will be removed from the retention ponds and along the silt fence.

CERTIFICATION OF COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS
The storm water pollution prevention plan reflects the Orange County, St. Johns River Water Management District, Florida Department of Environmental Protection and the U.S. Environmental Protection Agency requirements for storm water management and erosion and sediment control.

MAINTENANCE/INSPECTION PROCEDURES
These are the inspection and maintenance practices that will be used to maintain erosion and sediment controls:
- All control measures will be inspected at least once each week and following any storm event of 0.5 inches or greater. A rain gauge will be on site to measure rainfall amounts.
- All measures will be maintained in good working order; if repair is necessary, it will be initiated within 24 hours of the report.
- Built up sediment will be removed from silt fence when it has reached one-third the height of the fence.
- Silt fence will be inspected for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground.
- The retention pond/treatment basins will be inspected, and sediment will be removed at the end of the job.
- Temporary and permanent seeding and plantings will be inspected for bare spots, washouts, and healthy growth.

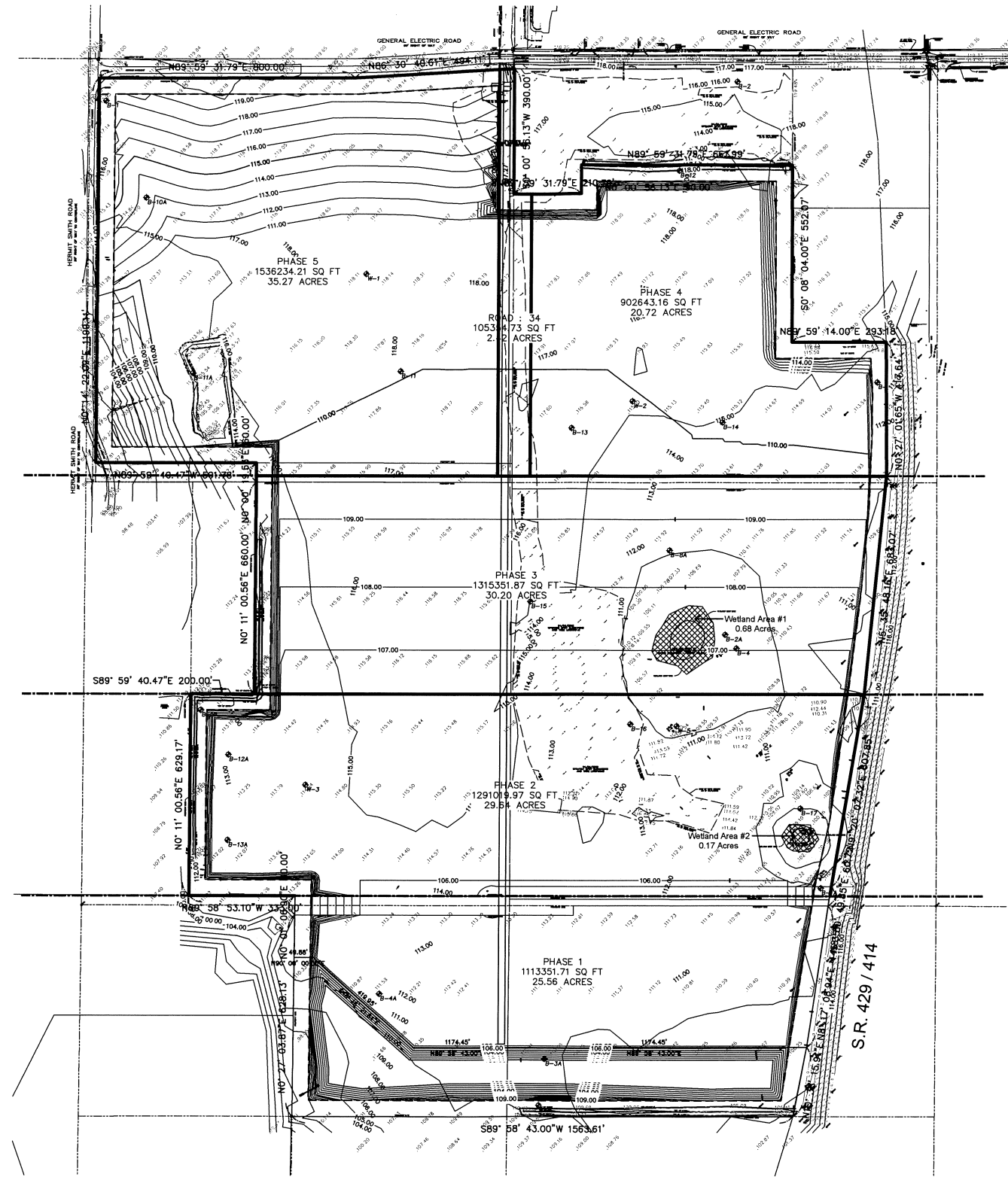
INVENTORY FOR POLLUTION PREVENTION PLAN
The materials or substances listed below are expected to be present onsite during construction:
Concrete
Asphalt
Hood
Masonry Block
Paving Stones
Plastic Based Products
Fertilizer
Cleaning Solvents
Paints (Enamel and Latex)
Metal Chalk
Solvents
CONTRACTOR IS RESPONSIBLE FOR INSTALLING ANY ADDITIONAL EROSION CONTROL IF IT BECOMES NECESSARY TO MEET STATE AND LOCAL STANDARDS.

- EROSION CONTROL NOTES**
- All areas disturbed and not touched in thirty days shall be seeded and mulched.
 - Contractor to provide control of airborne dust during construction as required.
 - All inlets shall be protected by synthetic bales No. 102 or meet the requirements as per FDOT Index No. 102
 - The erosion control measures shown herein are the minimum required. Additional controls to be utilized as needed.

DATE	REVISION
9/16/15	City Comments
2/9/16	City Comments

Stormwater Pollution Prevention Plan
229
Wekiva Parkway Industrial Park

	June engineering consultants, inc. 32 W. Plant Street Winter Garden, FL 34787 Ph. 407-905-8180 Fax 407-905-6232	JOB NO. 14-0458 SHEET 11 OF 21
	Certificate of Authorization #00031567 DRAWN BY: CLK CHECKED BY: RAJ DATE: 6/16/15 SCALE: 1" = 200'	JEFFREY A. SEDLOFF PE# 51506



	Wetland Impact	0.85 Ac.
	Wetland #1	0.68 Ac.
	Wetland #2	0.17 Ac.

DATE	REVISION
9/16/15	City Comments
2/9/16	City Comments

Wetland Inventory Plan
via Parkway
Industrial Park

230

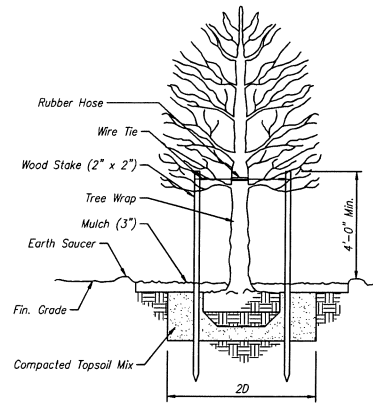
JEC june engineering consultants, inc.
 32 W. Plant Street
 Winter Garden, FL 34787
 Ph. 407-905-8180
 Fax 407-905-6232

Certificate of Authorization #00031567

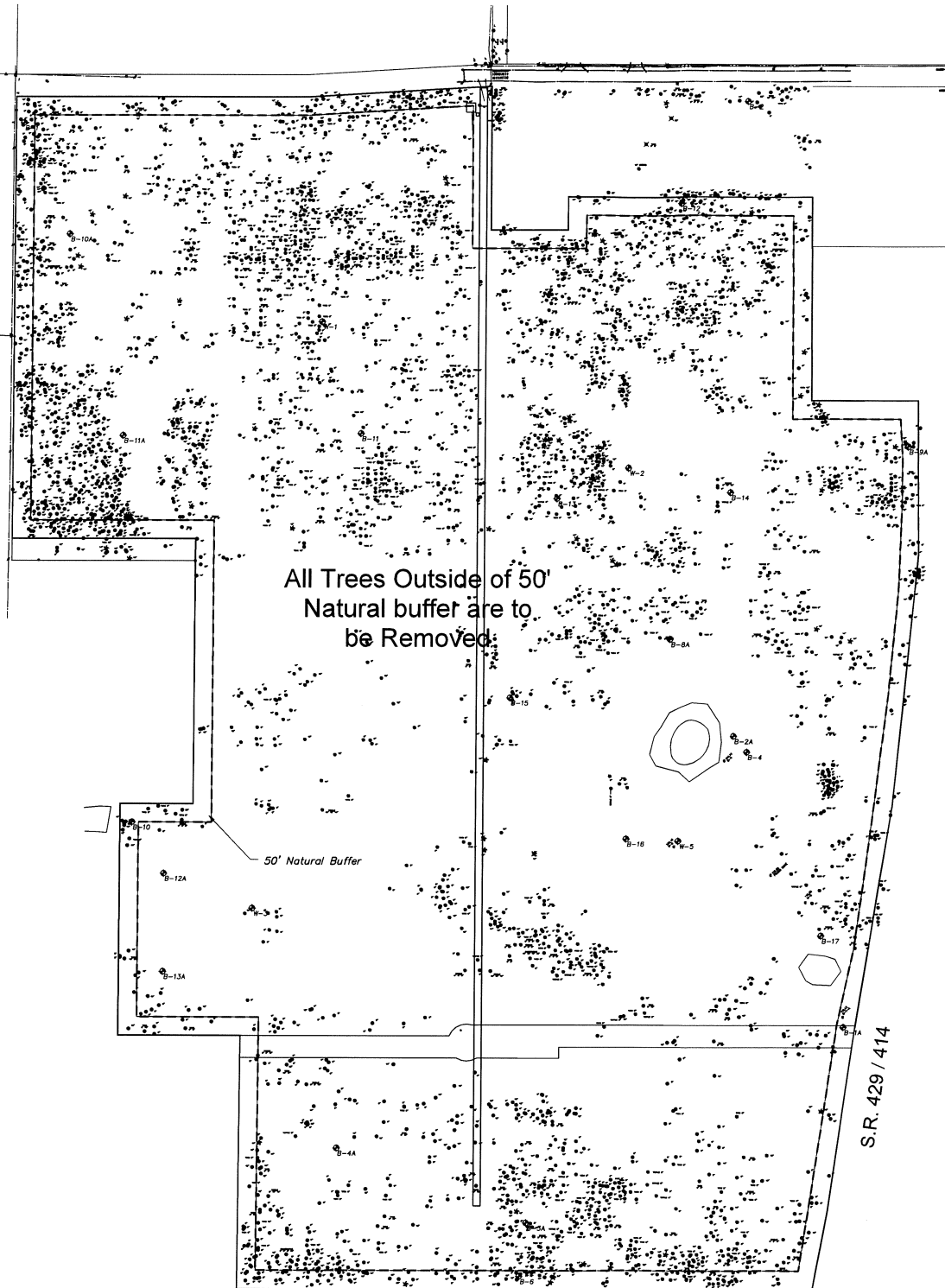
DRAWN BY: CLK CHECKED BY: RAJ SCALE: 1" = 200'
 DATE: 6/16/15 DATE: 6/16/15

JEFFREY A. SEDLOFF
 PE# 51506

JOB NO.
14-0458
 SHEET
12
 OF 21

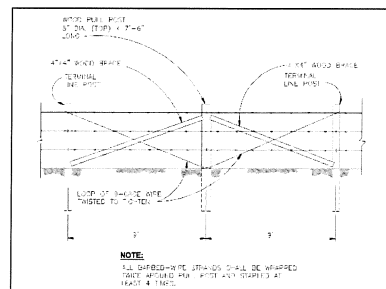


TREE PLANTING DETAIL
N.T.S.

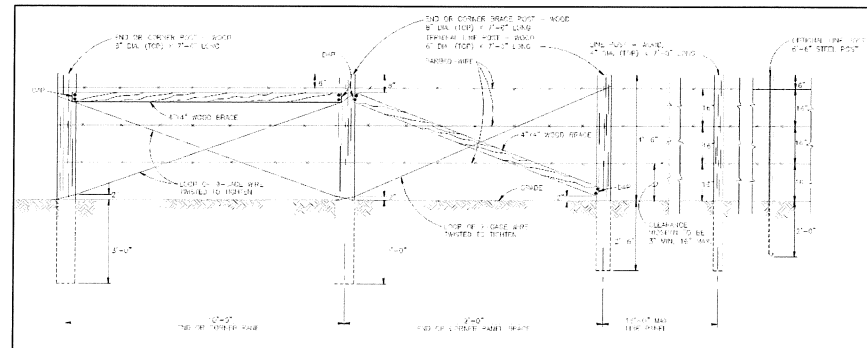


Total Tree Inches on-site (pre-development) 38,771
 Total Tree Inches Removed 35,784
 Total Retained Tree Inches (non-specimen) 2,863
 Total Retained Tree Inches (specimen, 24" DBH or Greater) 124
 Total Tree Inches Replaced 0
 Total Tree Inches on-site (post-development) 2,987
 Total Number of Specimen (24" DBH or Greater) Trees being Removed 17
 Total Specimen Inches Removed 462
 Site Clearing Area 5,962,700 sf (136.885 Ac.)

Existing Tree Information			
Tree Type	Size (Inches)	Number of Trees	Total Inches
Oaks	6	643	3858
	7	1	7
	8	367	2936
	10	316	3160
	12	192	2304
	13	1	13
	14	106	1484
	15	3	45
	16	71	1136
	17	1	17
	18	44	792
	20	10	200
	22	5	110
	24	11	264
	26	3	78
	28	3	84
	30	2	60
	32	2	64
	36	1	36
		Total Oaks	16,648
Palms	8	8	64
	10	11	110
	12	28	336
	14	35	490
	16	11	176
	17	1	17
	18	3	54
	20	3	60
	24	3	72
		Total Palms	1,379
Pines	10	2	20
	12	2	24
	16	1	16
		Total Pines	60
Various	6	1067	6402
	7	2	14
	8	624	4992
	9	3	27
	10	334	3340
	11	4	44
	12	211	2532
	13	5	65
	14	96	1344
	15	2	30
	16	37	592
	17	1	17
	18	24	432
	19	1	19
	20	10	200
	22	6	132
	24	10	240
	26	4	104
	28	1	28
	30	1	30
	32	2	64
	36	1	36
		Total Various	20,684



NOTE:
ALL BARBED WIRE STAKES SHALL BE WRAPPED
WITH 1\"/>



'TEMPORARY' BARBED WIRE FENCE DETAIL
N.T.S.

DATE	REVISION
9/16/15	City Comments
2/9/16	City Comments

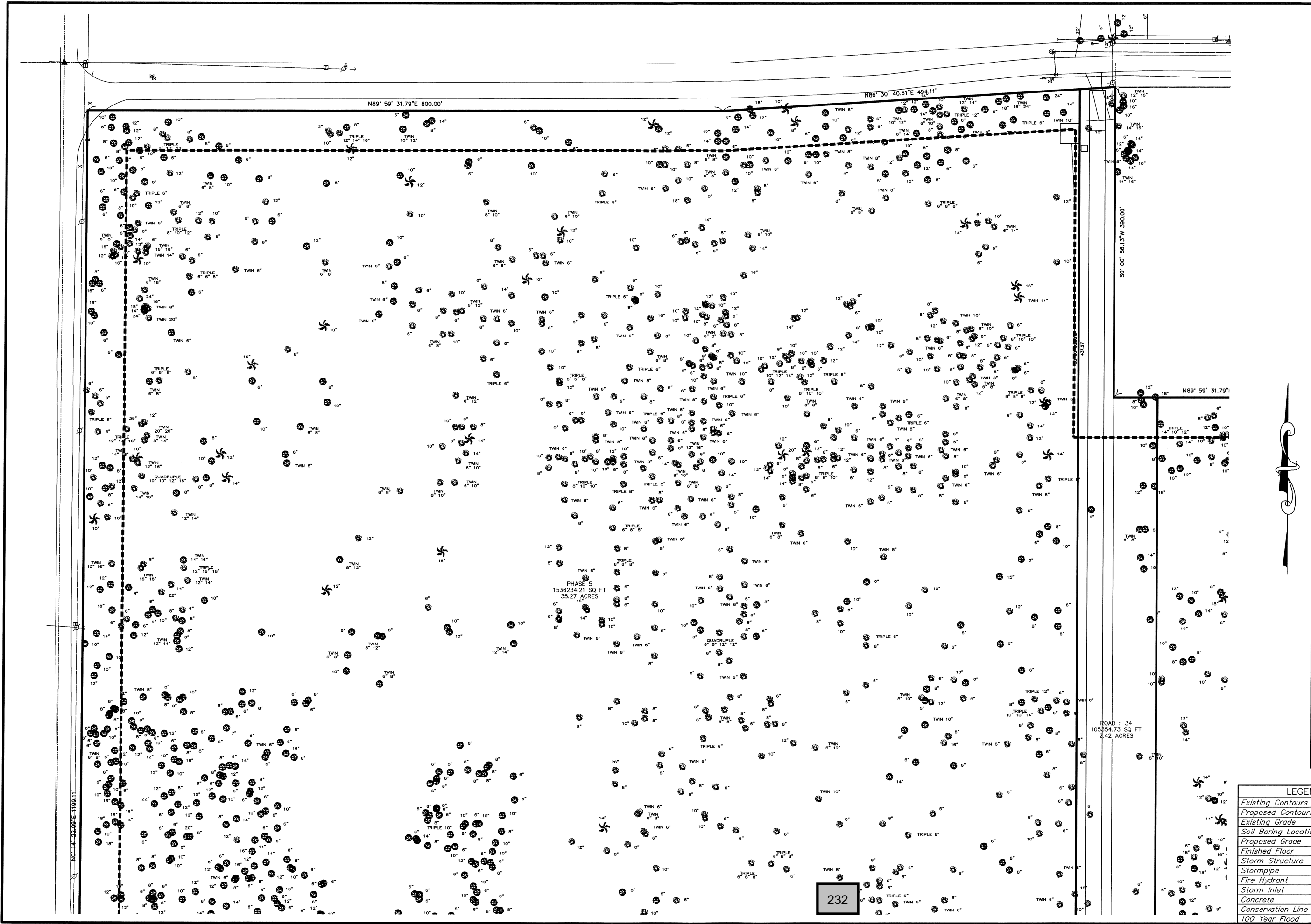
Overall Tree / Landscape
 Viva Parkway
 Industrial Park

JEC june engineering consultants, inc.
 32 W. Plant Street
 Winter Garden, FL 34787
 Ph. 407-905-8180
 Fax 407-905-6232

Certificate of Authorization #00031567
 DRAWN BY: CLK CHECKED BY: RAJ SCALE: 1" = 200'
 DATE: 6/16/15 DATE: 6/16/15

JEFFREY A. SEDLOFF
 PE# 51506

JOB NO. 14-0458
 SHEET 13 OF 21



232

JOB NO.
14-0458
SHEET
14
OF
21

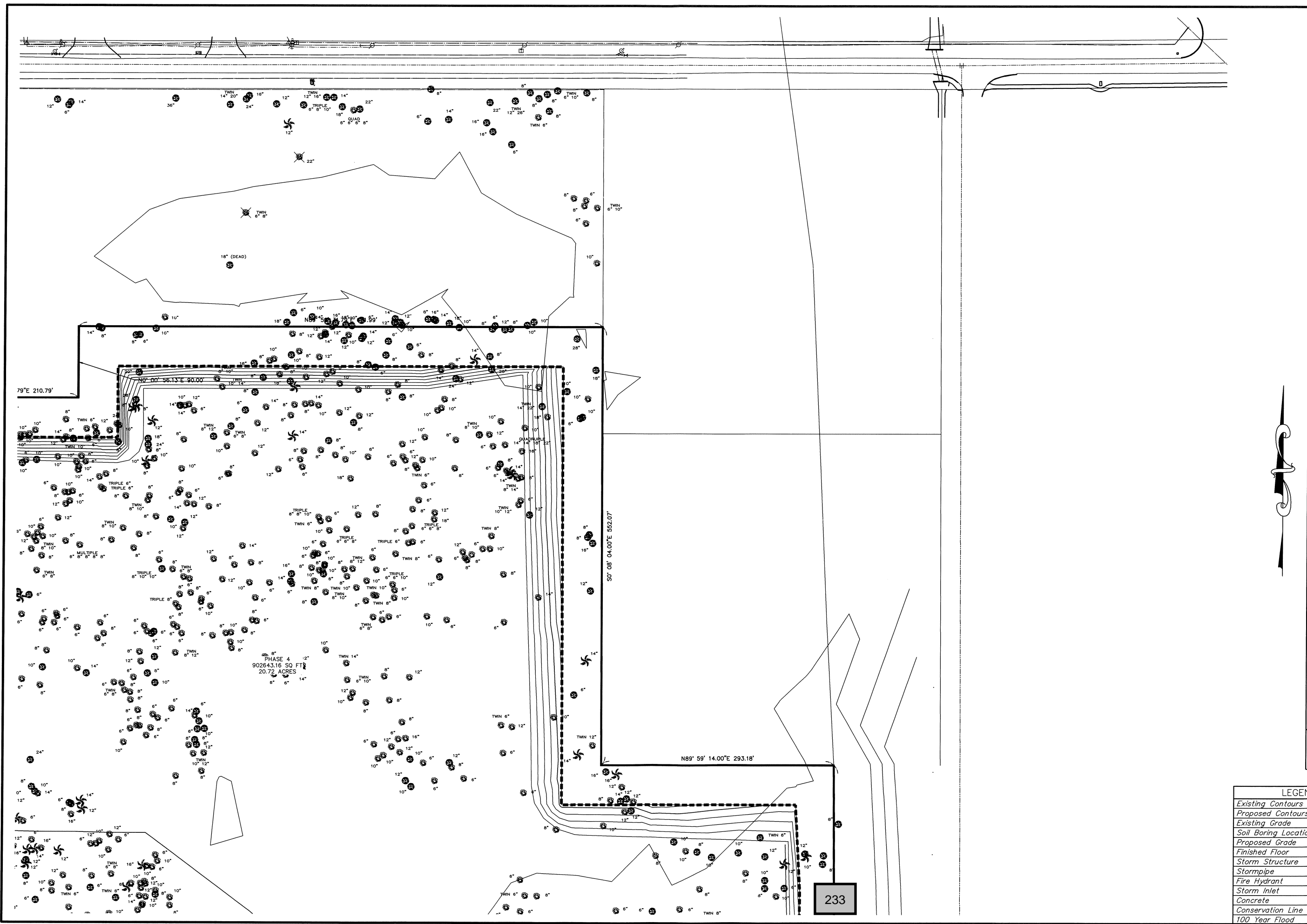
32 W. Plant Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6232
JEC
June engineering
consultants, inc.
Certificate of Authorization #00031567
DRAWN BY: CLK CHECKED BY: PAK SCALE: 1" = 50'
DATE: 6/16/15 DATE: 6/16/15
JEFFREY A. SEDLOFF
PE# 51506

Overall Mass Grading Plan
Wekiva Parkway
Industrial Park

DATE	REVISION	City Comments
2/9/16		

LEGEND

Existing Contours	
Proposed Contours	
Existing Grade	
Soil Boring Location	
Proposed Grade	
Finished Floor	
Storm Structure	
Stormpipe	
Fire Hydrant	
Storm Inlet	
Concrete	
Conservation Line	
100 Year Flood	



JOB NO.
14-0458
SHEET
15
OF
21

JEFFREY A. SEDLOFF
P.E.# 51506

June engineering consultants, inc.
32 W. Plant Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6232
Certificate of Authorization #00031567

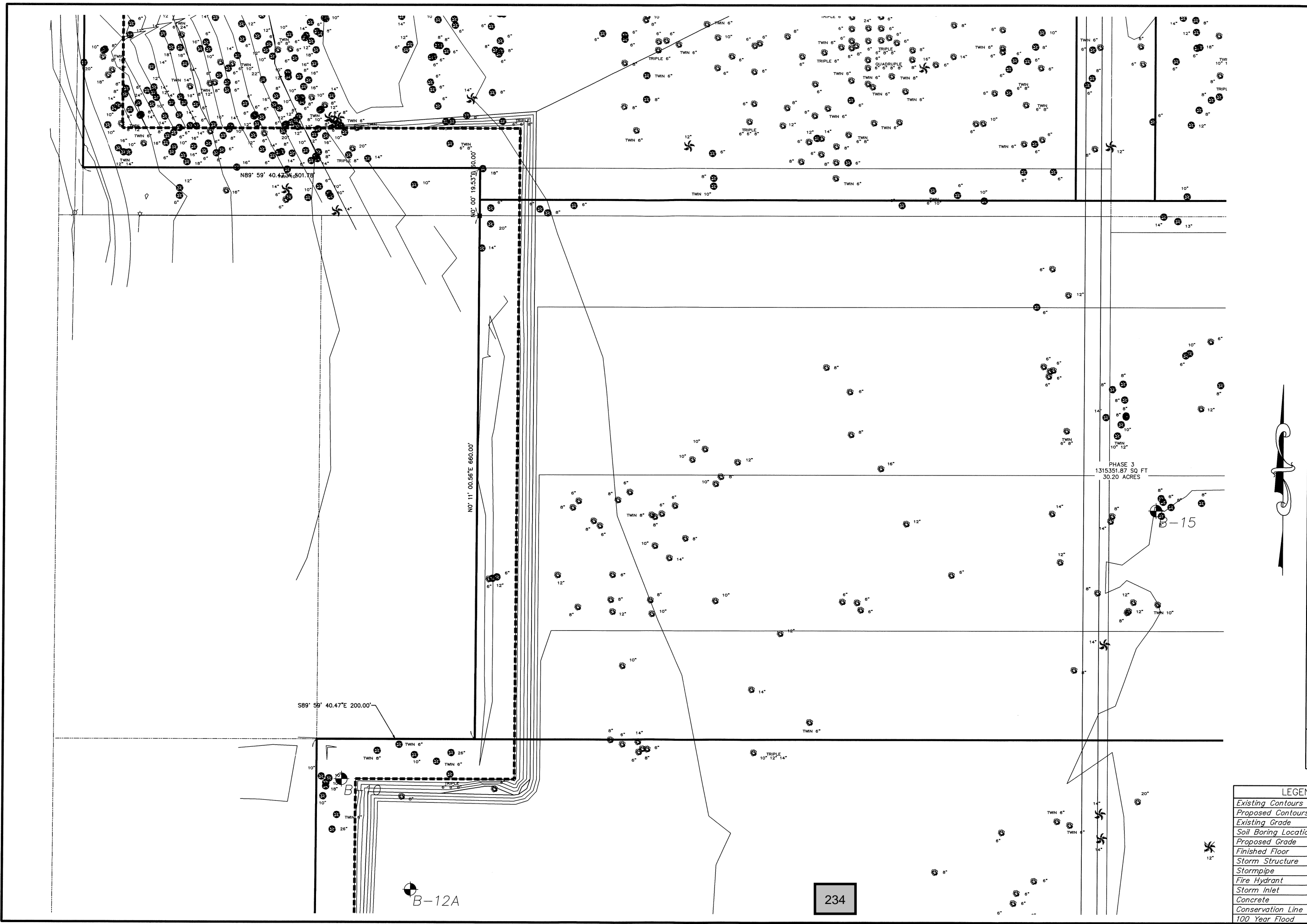
JECC
DRAWN BY: CLK
CHECKED BY: PAA
DATE: 6/16/15
SCALE: 1" = 50'

Overall Mass Grading Plan
Wekiva Parkway
Industrial Park

DATE	REVISION	City Comments
2/9/16		

LEGEND	
Existing Contours	
Proposed Contours	
Existing Grade	
Soil Boring Location	
Proposed Grade	
Finished Floor	
Storm Structure	
Stormpipe	
Fire Hydrant	
Storm Inlet	
Concrete	
Conservation Line	
100 Year Flood	

233



JOB NO.
14-0458
SHEET
16
OF 21

JEFFREY A. SEDLOFF
P.E. # 51506

32 W. Plant Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6232
June engineering consultants, inc.
Certificate of Authorization #00031567
DRAWN BY: CLK CHECKED BY: PAK SCALE: 1" = 50'
DATE: 6/16/15 DATE: 6/16/15

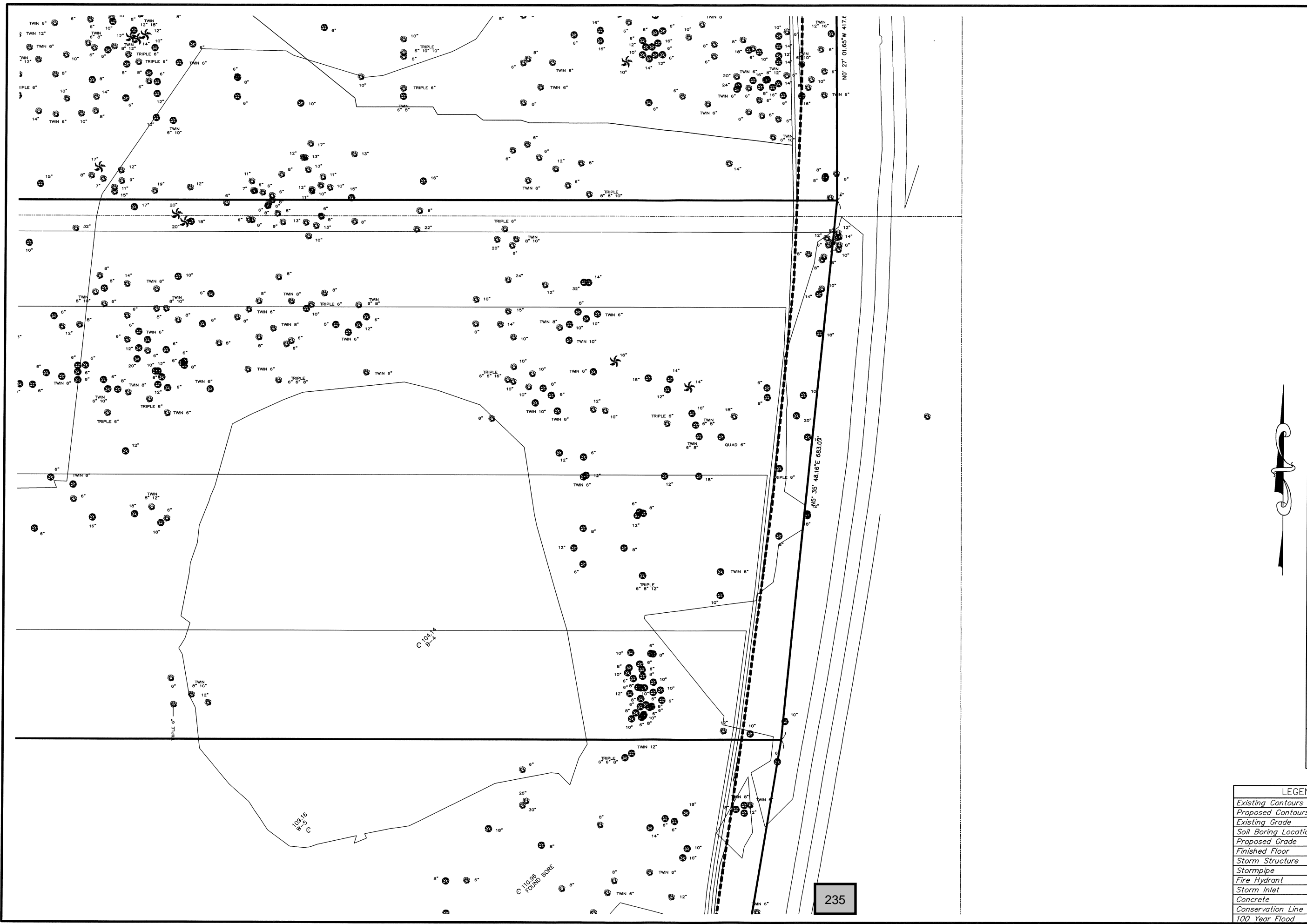
JEC
Overall Mass Grading Plan
Wekiva Parkway
Industrial Park

DATE	REVISION	City Comments
2/9/16		

LEGEND

Existing Contours	
Proposed Contours	
Existing Grade	
Soil Boring Location	
Proposed Grade	
Finished Floor	
Storm Structure	
Stormpipe	
Fire Hydrant	
Storm Inlet	
Concrete	
Conservation Line	
100 Year Flood	

234



JOB NO.
14-0458
SHEET
17
OF
21

JEFFREY A. SEDLOR
PE# 51506

32 W. Plant Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6232

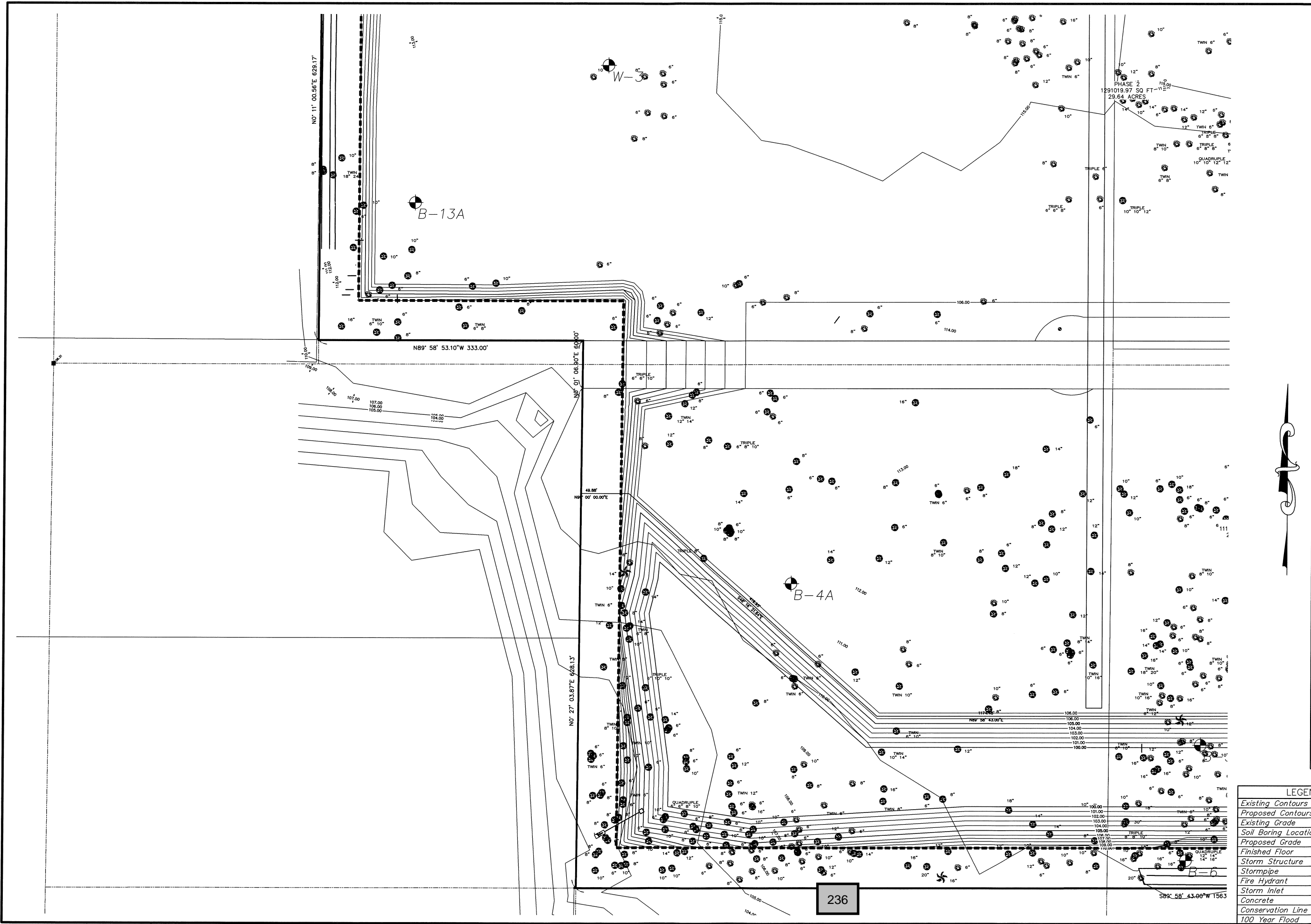
June engineering
consultants, inc.
Certificate of Authorization #00031567

DRAWN BY: CLK
CHECKED BY: RAL
DATE: 6/16/15
SCALE: 1" = 50'

Overall Mass Grading Plan
Wekiva Parkway
Industrial Park

DATE	REVISION	City Comments
2/9/16		

LEGEND	
Existing Contours	
Proposed Contours	
Existing Grade	
Soil Boring Location	
Proposed Grade	
Finished Floor	
Storm Structure	
Stormpipe	
Fire Hydrant	
Storm Inlet	
Concrete	
Conservation Line	
100 Year Flood	



JOB NO.
14-0458
SHEET
18
OF
21

JEFFREY A. SEDLOR
P.E.# 51506

June engineering consultants, inc.
32 W. Plant Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6232
Certificate of Authorization #00031567

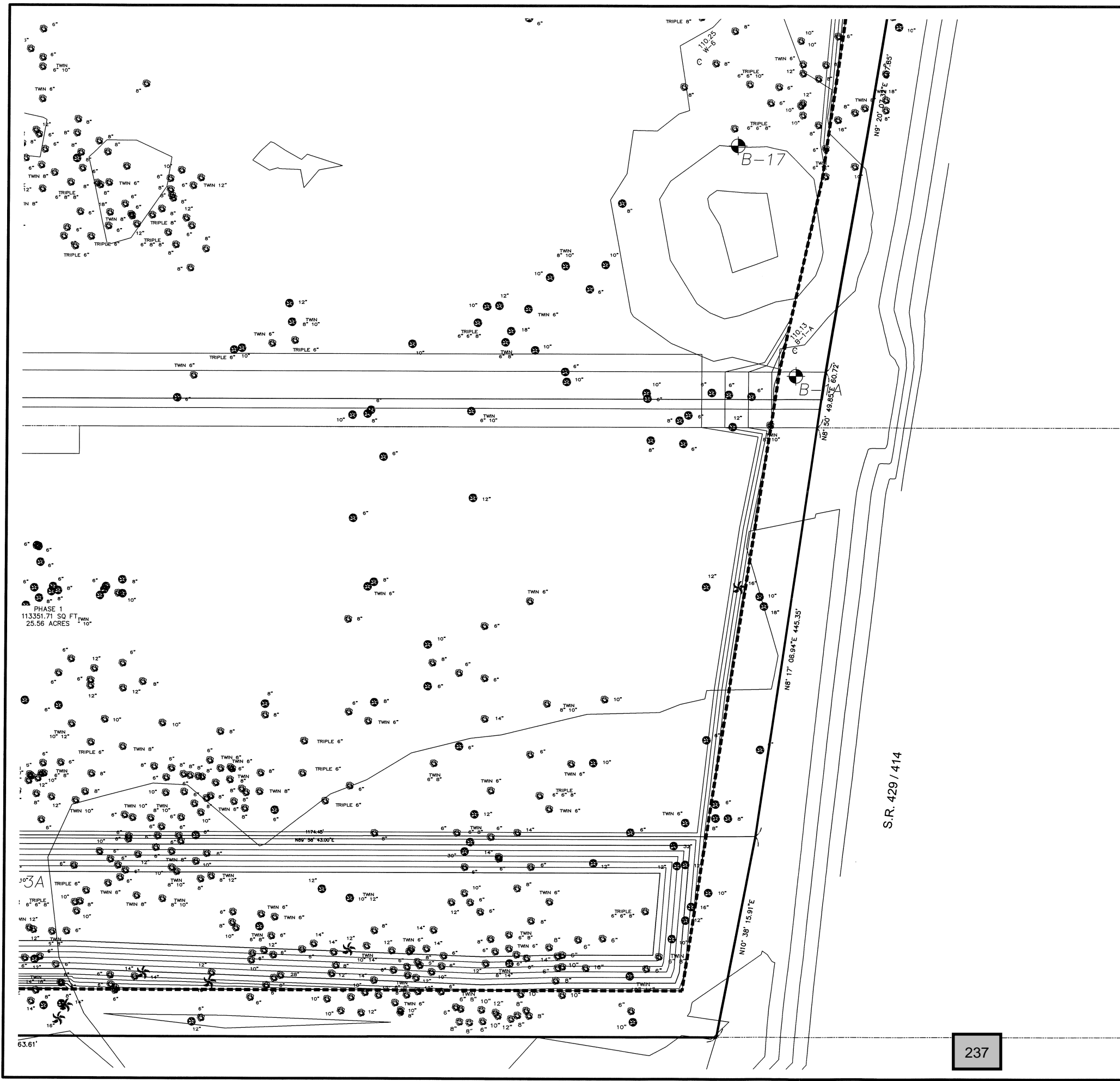
JECC
DRAWN BY: CLK
CHECKED BY: PAA
DATE: 6/16/15
SCALE: 1" = 50'

Overall Mass Grading Plan
Wekiva Parkway
Industrial Park

DATE	REVISION	City Comments
2/9/16		

LEGEND	
Existing Contours	
Proposed Contours	
Existing Grade	
Soil Boring Location	
Proposed Grade	
Finished Floor	
Storm Structure	
Stormpipe	
Fire Hydrant	
Storm Inlet	
Concrete	
Conservation Line	
100 Year Flood	

236



PHASE 1
113351.71 SQ FT
25.56 ACRES

63.61'

237

JOB NO.
14-0458
SHEET
19
OF
21

JEFFREY A. SEDLOFF
PEL 51506

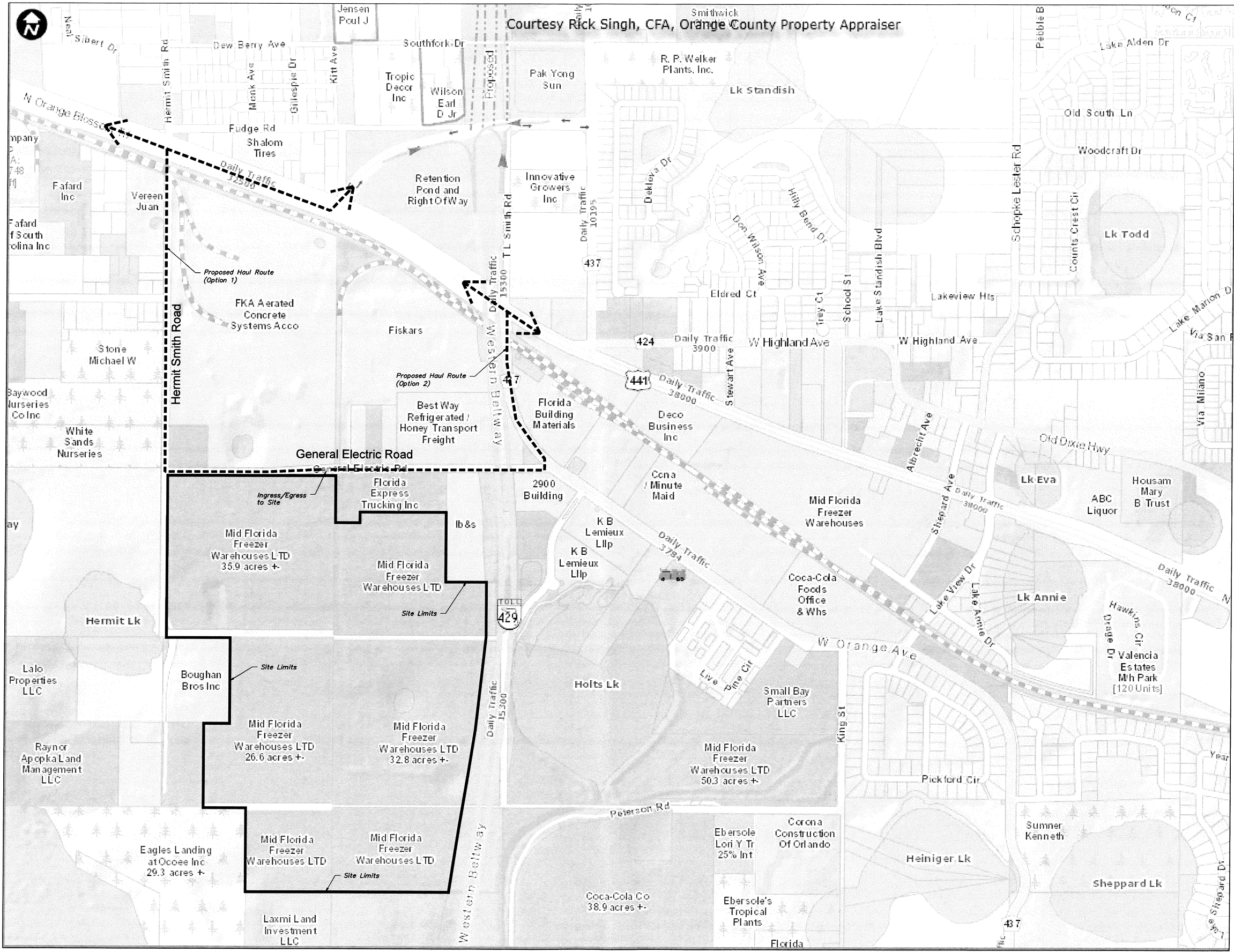
JEG
June engineering
consultants, inc.
32 W. Plant Street
Winter Garden, FL 34787
Ph. 407-905-8180
Fax 407-905-6232
Certificate of Authorization #00031567
DRAWN BY: CLK CHECKED BY: PAL SCALE: 1" = 50'
DATE: 6/16/15 DATE: 6/16/15

Overall Mass Grading Plan
Wekiva Parkway
Industrial Park

DATE	REVISION	City Comments
2/9/16		

LEGEND	
Existing Contours	
Proposed Contours	
Existing Grade	
Soil Boring Location	
Proposed Grade	
Finished Floor	
Storm Structure	
Stormpipe	
Fire Hydrant	
Storm Inlet	
Concrete	
Conservation Line	
100 Year Flood	

Courtesy Rick Singh, CFA, Orange County Property Appraiser



DATE	REVISION
9/16/15	City Comments
2/9/16	City Comments

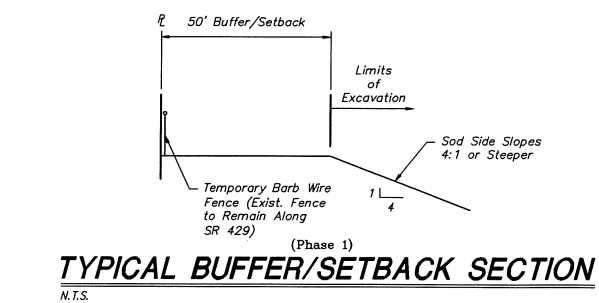
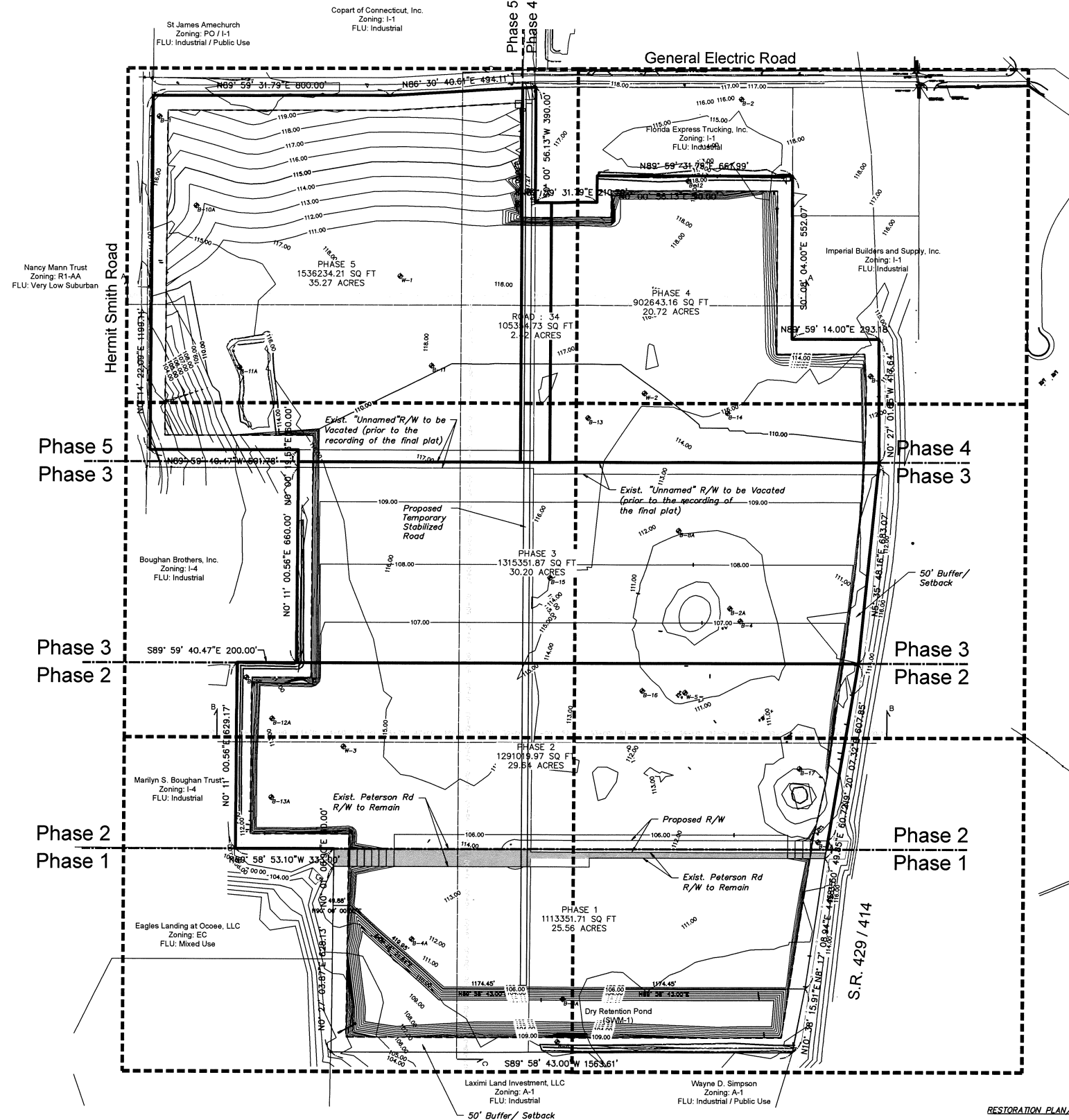
Haul Route Plan
 238
 ...iva Parkway
 ...ustrial Park

JEC June engineering consultants, inc.
 32 W. Plant Street
 Winter Garden, FL 34787
 Ph. 407-905-8180
 Fax 407-905-6232
 Certificate of Authorization #00031567

JEFFREY A. SEDLOFF
 P.E. #51506

JOB NO. 14-0458
 SHEET 20 OF 21

DRAWN BY: CLK CHECKED BY: RAJ SCALE: 1" = 100'
 DATE: 9/16/15 DATE: 9/16/15



- RESTORATION PLAN/RECLAMATION PLAN:**
- AS SLOPES AND OTHER AREAS ARE COMPLETED THEY SHALL BE GRASSED AS MULCHED AS SOON AS POSSIBLE. SLOPES 4:1 OR STEEPER SHALL BE SODDED AND OTHER AREAS SHALL BE SEEDED AND MULCHED.
 - PINE TREES ARE PERMITTED TO BE PLANTED IN ALL AREAS IN LIEU OF GRASSING OR MULCHING FOR THE PURPOSE OF SILVICULTURE. THE PROPERTY WILL BE SEEDED AND THE OWNER WILL MONITOR AND REPAIR EROSION AREA IF ENCOUNTERED. THE NUMBER OF TREES TO BE PLANTED ARE APPROXIMATELY 500 TREES PER ACRE. PINE TREES PLANTED FOR SILVICULTURE PURPOSES MAY BE HARVESTED BY THE OWNER. PINE TREES WILL BE PLANTED WITHIN SIX MONTHS.
 - ALL DISTURBED AREAS SHALL BE SEEDED & MULCHED UPON COMPLETION OF EACH PHASE.
 - RECLAMATION OF EACH PHASE SHALL OCCUR PRIOR TO START OF NEXT PHASE. ONLY ONE PHASE SHALL BE CLEARED AND GRADED AT A TIME UNLESS OTHERWISE AUTHORIZED BY THE CITY ENGINEER AFTER DEVELOPER DEMONSTRATES THROUGH A PERFORMANCE BOND FOR ADDITIONAL PHASES ASSURES THAT RECLAMATION WILL COMMENCE WITHIN ONE YEAR FROM START OF CLEARING AND GRADING.

LEGEND	
Existing Contours	
Proposed Contours	
Existing Grade	
Soil Boring Location	
Proposed Grade	
Finished Floor	
Proposed Pavement	
Storm Structure	
Stormpipe	
Fire Hydrant	
Storm Inlet	
Concrete	
Plan & Profile Sheet #	
Soil Type	
Conservation Line	
100 Year Flood	

DATE	REVISION
9/16/15	City Comments
2/9/16	City Comments
3/2/16	City Comments
4/27/16	City Comments

Reclamation Plan
239
Industrial Park

JEC june engineering consultants, inc.
 32 W. Plant Street
 Winter Garden, FL 34787
 Ph. 407-905-8180
 Fax 407-905-6232
 Certificate of Authorization #00031567
 DRAWN BY: CLK CHECKED BY: RAJ SCALE: 1" = 200'
 DATE: 6/16/15 DATE: 6/16/15

JEFFREY A. SEDLOFF
 PE# 51506
 JOB NO. 14-0458
 SHEET 21 OF 21

DEVELOPER’S AGREEMENT

THIS DEVELOPER’S AGREEMENT is made this _____ day of _____, 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.

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

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed, sworn to and acknowledged before me this ____ day
of _____ 2016 by _____ as Mayor of the City
of Apopka.

(SEAL)

Signature of Notary Public

Name of Notary Public
(typed, printed or stamped)

Personally known _____ or produced _____ as identification.

“OWNER”
Mid Florida Freezer Warehouses, Ltd.

Printed name: _____

By: _____
Printed Name: _____
Its: _____

Printed name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed, sworn to and acknowledged before me this _____ day
of _____ 2016 by _____ as
_____ of Mid-Florida Freezer Warehouses, Ltd.

(SEAL)

Signature of Notary Public

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.
LYING WEST OF STATE ROAD 429 (WESTERN BELTWAY)*

Exhibit "B"
Un-Named Public Right of Way to be Vacated

SKETCH OF DESCRIPTION

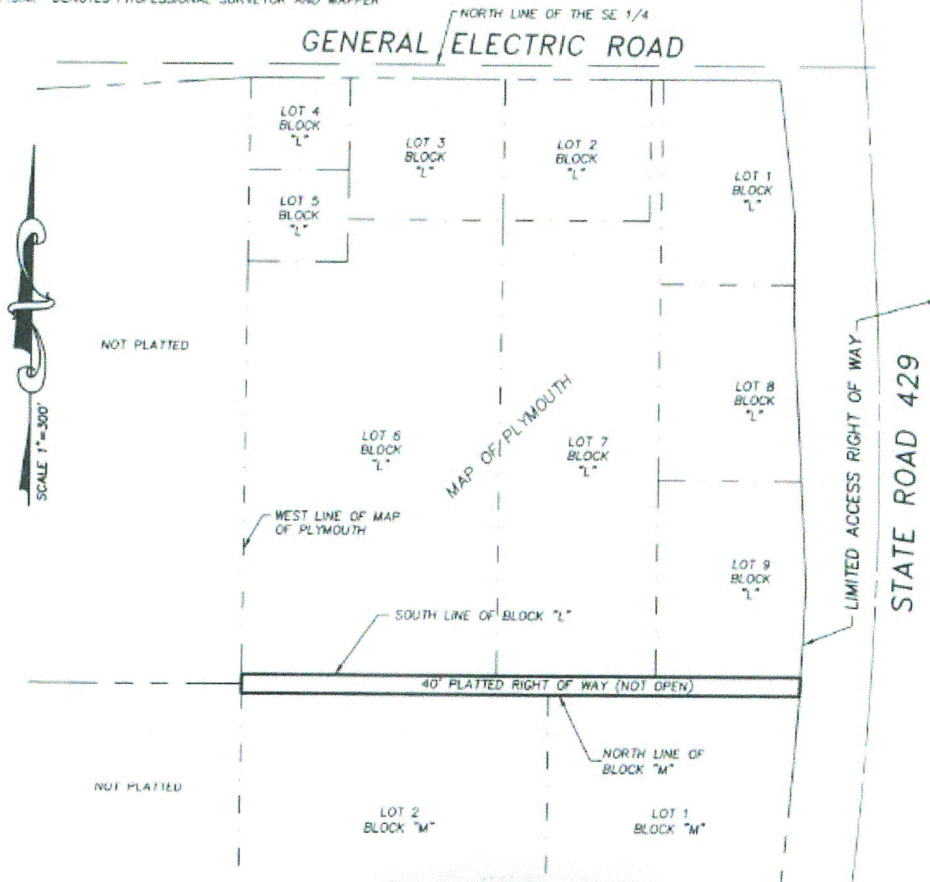
DESCRIPTION:

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:	6/23/16
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

Exhibit "B"
Un-Named Public Right of Way to be Vacated

SKETCH OF DESCRIPTION

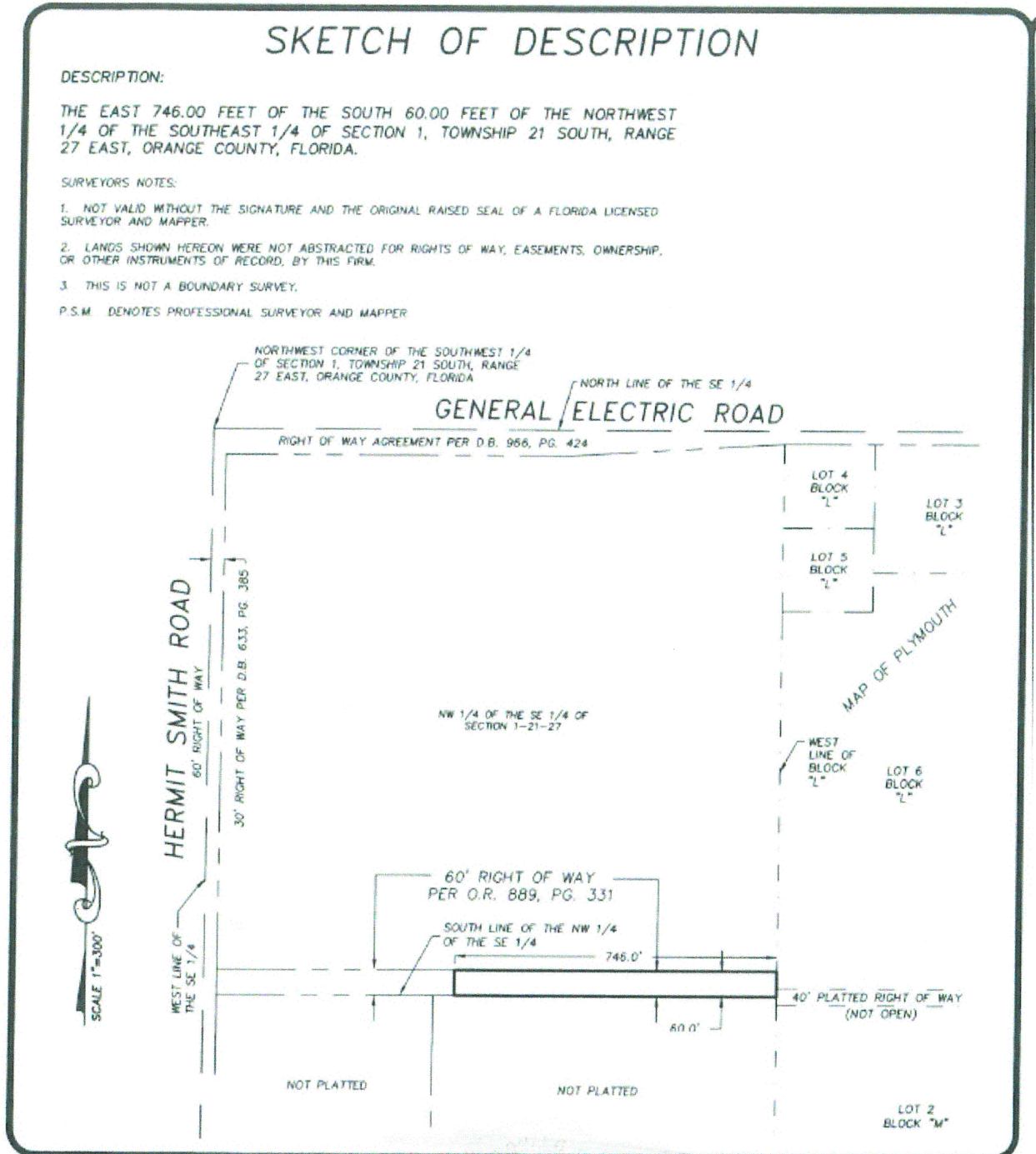
DESCRIPTION:

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.S.M. DENOTES PROFESSIONAL SURVEYOR AND MAPPER



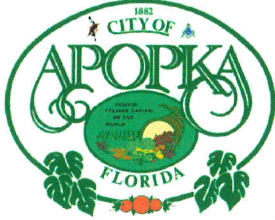
JOB NUMBER: 14026.002	
SURVEY DATE:	6/23/16
FIELD BY:	N/A
FIELD BOOK:	N/A
PAGES:	N/A
FIELD FILE:	N/A
DRAWING FILE:	14026-2.DWG


 ARON D. BISHMAN, P.S.M. FLORIDA REGISTRATION NO. 5688



BISHMAN
 Surveying & Mapping, Inc.
 CERTIFICATE OF AUTHORIZATION LB 7274
 32 W. PLANT STREET Phone No. 407.905.8877
 WINTER GARDEN, FL 34787 Fax No. 407.905.8875

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: Ptleee@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

I hereby certify that, to the best of my knowledge and belief, all information supplied with this application is trust and accurate.

 Signature of Owner/Applicant

 Date

Rev. 02-17-14

EXHIBIT "D"

Existing Peterson Road Right-Of-Way

SKETCH OF DESCRIPTION

DESCRIPTION:

THE SOUTH 30.00 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 1, TOWNSHIP 21 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, AND THE NORTH 30.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, SECTION 12, TOWNSHIP 21 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, AND THE 20.00 FOOT RIGHT OF WAY LYING SOUTH 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.

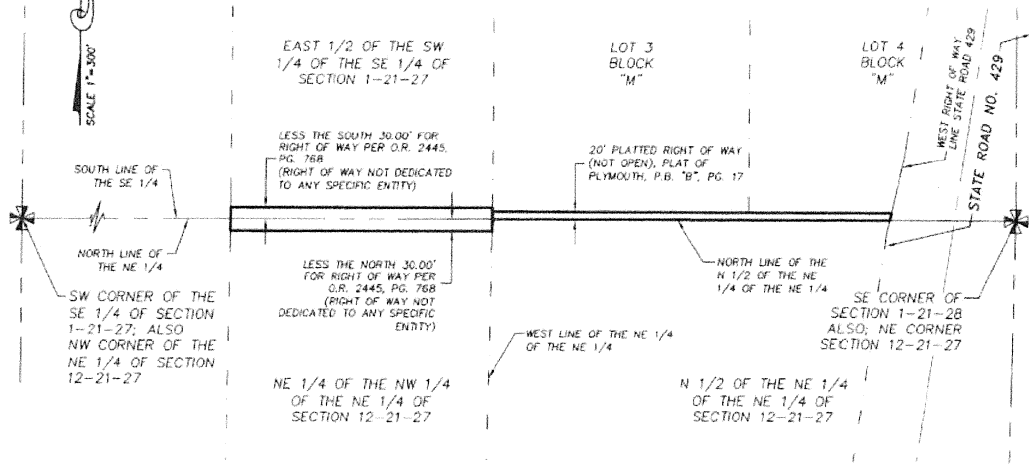


SURVEYORS NOTES:

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.

ABBREVIATIONS:

- O.R. OFFICIAL RECORDS
- P.B. PLAT BOOK
- PG. PAGE
- P.S.M. DENOTES PROFESSIONAL SURVEYOR AND MAPPER





CERTIFICATE OF AUTHORIZATION LB 7274
32 W. PLANT STREET Phone No. 407.905.8877
WINTER GARDEN, FL 34787 Fax No. 407.505.8815

ARON D. BISHMAN, P.S.M. FLORIDA REGISTRATION NO. 5668

JOB NUMBER: 14026 004

SURVEY DATE	9/28/16
FIELD BOOK	N/A
PAGES	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:

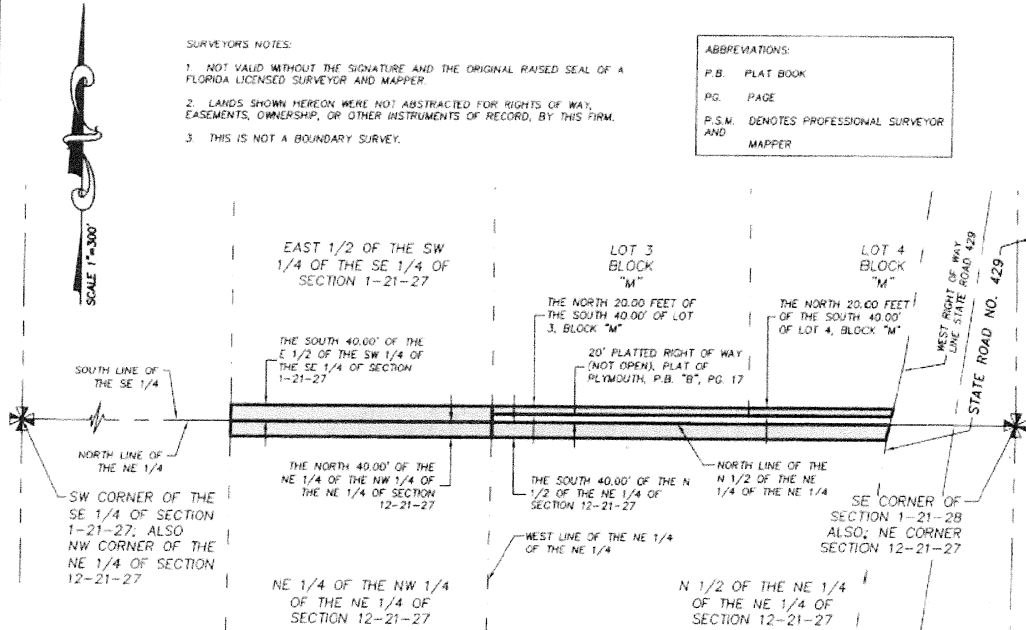
THE SOUTH 40.00 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTH 20.00 FEET OF THE SOUTH 40.00 FEET OF LOTS 3 AND 4, BLOCK "M", PLAT OF PLYMOUTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "B", PAGE 17, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING WEST OF STATE 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.

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.

ABBREVIATIONS:

- P.B. PLAT BOOK
 PG. PAGE
 P.S.M. DENOTES PROFESSIONAL SURVEYOR AND MAPPER



CERTIFICATE OF AUTHORIZATION LB 7274
 32 W. PLANT STREET
 WINTER GARDEN, FL 34787 Phone No. 407.905.8877
 Fax No. 407.905.8875

ARON D. BISHMAN, P.S.M. FLORIDA REGISTRATION NO. 5668

JOB NUMBER:	14026.004
SURVEY DATE:	9/28/78
FIELD BY:	N/A
FIELD BOOK:	N/A
PAGES:	N/A
FIELD FILE:	N/A
DRAWING FILE:	14026-4.DWG

EXHIBIT "G"

North-South Road Conceptual Alignment and Design



EXHIBIT "H"
General Boundary of King Street Vacate



Backup material for agenda item:

3. Approve the second amendment to the Marden Road Interchange Cost Sharing Agreement. Glenn A. Irby



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER: BUSINESS

MEETING OF: October 5, 2016
FROM: Administration
EXHIBITS: 2nd Amendment to Cost Share Agreement

SUBJECT: COST SHARE AGREEMENT WITH MMI DEVELOPMENT FOR A HALF INTERCHANGE BETWEEN SR414 AND MARDEN ROAD.

REQUEST: DIRECTION TO ALLOW A SECOND AMENDMENT TO THE ORIGINAL AGREEMENT.

SUMMARY:

During the latter part of calendar year 2015, the City entered into an agreement with MMI Development to share in the cost of construction of a half interchange between SR414 and Marden Road. Negotiations produced a document stating among other things the City would share 90% of actual costs to construct the two ramps with a not to exceed ceiling of \$5,850,000. Other stipulations included the City making an initial contribution of \$2.5 million once the interchange was finished and accepted as complete by the Central Florida Expressway Authority [CFX], the City's sharing of transportation impact fees as they were collected within the Small Area Study [Marden Road Interchange Project Area], implementation of a Synthetic Tax Incremental Financing District [STIF] of which the City would share 50% of increased property tax with MMI and also share 25% of all revenues collected from CFX tolls. The initial agreement contained provisions as to how and when MMI would be repaid by the city. Subsequent to the approval of the agreement, MMI has requested a modification giving them immediate opportunities to receive cost sharing from the City as it collects fees from the Small Area Study. The modification, titled Second Amendment to Marden Road Interchange Cost Sharing Agreement follows this report. In exchange for being able to immediately qualify for sharing of revenues collected by the City, MMI has agreed to post a payment and performance bond in an amount equal to 110% of hard costs related to the project and name the City as a beneficiary/obliged. This will guarantee the interchange will be constructed. Cost of the performance bond will be paid by MMI Development.

During negotiations of this amendment, the idea of constructing two [2] roundabouts was conceived. The two new intersections to be created along Marden Road by the new interchange will require either signalization or other traffic control devices for a myriad of reasons. Roundabouts are a staff choice for the following reasons: 1) they keep traffic moving unlike a traffic signal; 2) they are less costly to construct and maintain. A traffic signal can cost approximately \$220,000; therefore, two [2] would be \$440,000. Added to construction is ongoing maintenance and recurring electrical costs. It is believed that two [2] roundabouts can be constructed for less than \$600,000. MMI has indicated it will construct the two roundabouts for the city at a maximum cost share amount of \$530,941, which is 90% of anticipated cost. Staff believes using MMI's contractors will save on mobilization costs since they are already onsite and as such will qualify under the City's purchasing policy as an evaluated source. Following this staff report is a rendering of what the roundabouts will closely resemble once construction is complete.

In the original cost share agreement, MMI agreed that the City would retain all transportation impact fees paid by the new Florida Hospital, but all other properties in this area were subject to cost sharing rules. Pulte Homes owns property in the area and they are nearing the time they will begin construction. Their property is within the Small Area Study and in close proximity to Harmon Road. City staff is desirous of extending Harmon Road across the Pulte Homes property to connect with Marden Road at one of the new roundabouts and needs right-of-way to do so. When this was explained to MMI, they agreed to exclude the Pulte Homes property from the cost share agreement. This is reflected within the amendment as well.

Another item requested by MMI to be included in this amendment is for the City's Finance Department to segregate transportation impact fees collected from within the Small Area Study in a separate account. While transportation impact fees are already restricted as to use and are therefore separated from general revenues, city staff has no reservations about this request.

It should be reiterated here that the cost sharing arrangement as well as the STIF sunset at the end of 10 years from the date of the original agreement. This would be September 28, 2025.

In summary, the requested changes within this amendment do the following:

1. Add cost to the project of a maximum of \$530,941 to construct two [2] roundabouts on Marden Road; thus, increasing a total maximum cost share to the city of \$6,380,941 from \$5,850,000 [\$5,850,000 maximum for the interchange ramps and \$530,941 maximum for the roundabouts].
2. Allow MMI Development to immediately begin to benefit by the city sharing revenue generated from Transportation Impact Fees and direct transportation credits rather than wait until the interchange is constructed.
3. Require MMI to provide a Payment and Performance Bond in an amount equal to 110% of hard costs of the project and name the city as a beneficiary/obliged, which will guarantee the project is completed.
4. Require MMI to agree not to include Pulte Home's property in the cost share agreement.
5. Require the City to establish a restricted account to track revenues received from Transportation Impact Fees within the Small Area Study.
6. Require the City to provide a written report to MMI of City wide collections of transportation impact fees each month during construction [this is a public document/record]. Cost sharing of transportation impact fees will only occur when collections are made from the Small Study Area.

FUNDING SOURCE:

Transportation Impact Fees collected within the Small Area Study, Transportation Impact Fee Credits due to MMI and Incremental Property Tax increases from only the Small Area Study

RECOMMENDATION ACTION:

Approval of the following Amendment to the Original Marden Road Interchange Cost Sharing Agreement.

DISTRIBUTION

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

PREPARED BY AND RETURN TO:
CLIFFORD B. SHEPARD, ESQUIRE
2300 MAITLAND CENTER PARKWAY, SUITE 100
MAITLAND, FLORIDA 32751

SECOND AMENDMENT TO MARDEN ROAD INTERCHANGE COST SHARING AGREEMENT

THIS SECOND AMENDMENT TO MARDEN ROAD INTERCHANGE COST SHARING AGREEMENT (the "**Amendment**"), is effective as of the latest date of execution by the parties hereto (the "**Effective Date**"), and is made and entered into by and between **EMERSON POINT ASSOC., LLLP**, a Florida limited liability limited partnership ("**Emerson I**"); **EMERSON POINT PHASE II, LLC**, a Florida limited liability company ("**Emerson II**") (**Emerson I and Emerson II** collectively referred to as the "**Owners**", and individually as an "**Owner**"), **EMERSON MMI-INT, LLC**, a Florida limited liability company ("**Owners' Agent**"), and **THE CITY OF APOPKA, FLORIDA**, a Florida municipal corporation ("**City**" or "**Apopka**") (**Owners, Owners' Agent, and the City** are collectively referred to as the "**Parties**" and individually as a "**Party**").

WITNESSETH:

WHEREAS, Owners, Owners' Agent, and the City are parties to that certain Marden Road Interchange Cost Sharing Agreement with an effective date of September 29, 2015, recorded September 29, 2015 in O.R. Book 10989, Page 4329, Public Records of Orange County, Florida, as amended by that certain Frist Amendment entered into between the Parties dated September 8, 2016 and recorded September October, 2016 Doc# [REDACTED], Public Records of Orange County, Florida (the "**Agreement**"); and

Formatted: Underline

Formatted: Underline

WHEREAS, Owners, Owners' Agent and the City desire to amend and supplement the Agreement in accordance with and as provided in this Amendment to increase the maximum cost share to include up to ninety percent (90%) of the documented costs of construction of certain roundabouts to be constructed on Marden Ridge Road depicted on Exhibit "A" attached hereto (the "**Roundabouts**"); to provide for interim cost sharing from certain road impact fees collected prior to the date payment is due for the Initial Contribution; to require Owner and Owners' Agent to post a payment and performance bond for the entire project for the benefit of the City which meets the requirements set forth herein; and to exclude the transportation impact fees generated by Pulte Homes and its affiliates from the available cost share funds available to Owners under the Agreement.

NOW, THEREFORE, in consideration of the premises, the City, Owners, and Owners' Agent hereby amend the Agreement as follows:

A. Recitals. The above recitals are true and correct and are incorporated herein by reference.

B. Definitions. Any defined terms used herein shall have the same meaning as set forth in the Agreement unless the context herein clearly requires otherwise.

C. The following sections of the Agreement are amended as follows (~~strike through~~ indicates deletions, underline indicates additions):

2.4.1 Roundabouts – shall refer to all roadway, drainage and other improvements designed, engineered, permitted, approved and constructed in connection with the improvements described in Exhibit "A" attached hereto and Section 3 herein below and the Interchange Agreement.

2.11 Project Costs – shall mean the total cost of the Interchange and Roundabouts incurred by Owners' Agent, including the value of any land or drainage easements required to be conveyed by Owners to the Authority for the Project as set forth herein.

3. **Interchange.** Owners' Agent shall complete the design, engineering, permitting and construction of the Interchange and Roundabouts pursuant to the terms and conditions of the Interchange Agreement, including the design, engineering, legal, permitting, and construction of any roads, drainage, retention or other structures related to the construction of the Interchange and Roundabouts all as set forth in the Interchange Agreement.

(i) Upon completion of the Interchange and Roundabouts the City shall make an Initial Contribution of up to \$2,500,000 towards the City's maximum cost share in the Project Costs as set forth in Section 5 herein. The Initial Contribution shall be paid to the Owners' Agent pursuant to the procedures set forth in Section 3(ii) herein.

(ii) As a condition precedent for payment of the Initial Contribution, upon completion of the Interchange (as evidenced by a Certificate of Completion from the Authority), Owners' Agent shall deliver to City and Owners (i) a request for a draw payment, (ii) General Contractor's sworn statements and unconditional waivers of lien, and subcontractors', material suppliers' and laborers' conditional waivers of lien, covering all work, paid with the proceeds of the prior draw requests, together with such invoices, contracts or other supporting data as the City may reasonably require to evidence that all costs for which disbursement is sought have been incurred, and (iii) evidence that any inspection required by the Authority for the Interchange has been completed with results satisfactory to the Authority. In this regard, the City shall have the right to reasonably inspect all books, records and accounts relating to such work. These books, records and accounts are considered public records and therefore will be available for review by the public upon request. Based upon the available maximum cost share not exceeding \$5,850,000.00 for the Interchange and \$530,941.00 for the Roundabouts, the City shall promptly pay 42.7350% of the total Project Costs supported by the draw request, not to

exceed \$2,500,000. Payments shall be made to Owner's Agent within ten (10) days of receipt of the draw request and supporting documentation set forth herein.

(iii) Upon City's payment of the Initial Contribution towards the total Project Costs for the Interchange as calculated above, the Owner shall be eligible to receive additional cost sharing from the City as set forth herein, not to exceed the maximum cost share in the Project Costs as set forth in Section 5 herein. Notwithstanding this provision, Owner shall be eligible to receive cost sharing from Road Impact Fee Credits and Road Impact Fees as set forth in Section 7 herein on the Effective Date of the Agreement, which is recognized as being September 29, 2015. Any such payments shall be subject to the Pre-Conditions for Payment set forth in Section 6.3 herein.

5. **Cost Sharing.** The City shall share in the Project Costs from revenues exclusively generated as follows: (i) synthetic tax increment financing for the Interchange, as provided herein; (ii) Road Impact Fee Credits, as provided herein; (iii) Road Impact Fees from the Marden Road Interchange Project Area, as provided herein and (iv) 25% of any toll revenue provided to the City by the Authority, as provided herein. The City specifically and expressly does not pledge its general or any other revenue sources to the Project Costs. Total cost sharing may not exceed a maximum contribution by City of \$5,850,000.00 for the Interchange and \$530,941.00 for the Roundabouts. On an annual basis by not later than April 1 of each year, the City shall provide an accounting to the Owner's Agent of the funds available for cost sharing, including information regarding incremental tax increases, Road Impact Fees, any toll revenue received, and the amounts paid to Owner's Agent as set forth herein.

7. **Impact Fee Credits Capacity Reservation and CRA.**

7.1 **Allocation of Credits to Project.** Commencing with the Effective Date, Owners' Agent shall be entitled and eligible to receive transportation impact fee credits pursuant to Section 26-81, Apopka City Code, in an amount not to exceed the maximum cost share set forth in Section 5 above ("**Road Impact Fee Credits**") to offset transportation impact fees otherwise payable for any development within the Property ("**Road Impact Fees**"). In the event an Owner, assignee, successor or assign, desires to obtain building permits for which Road Impact Fees would be payable, Owners' Agent shall provide the City a statement indicating the amount of impact fees that have been determined for the number and type of building permits desired. The City shall provide Road Impact Fee Credits in the amount shown on the statement so provided, the dollar value of which credits shall be applied towards but shall not exceed the maximum cost share as set forth in Section 5 above. The provisions of this Section 0 shall automatically expire and terminate on the tenth (10th) anniversary of the Trust Fund Commencement Date after which date Road Impact Fee Credits shall no longer be available to Owner, and successors and assigns. As a condition precedent to the City's cost sharing of Road Impact Fee Credits and Road Impact Fees as set forth herein, Owners shall deliver to the City a payment and performance bond naming the City as a beneficiary/obligee from a surety acceptable to the City and in an amount equal to 110% of the Project Costs for the completion of the Interchange and the Roundabouts.

7.2.1 Allocation of Road Impact Fees for the Pulte Property. The parties expressly agree in Section 7.2 of the Agreement the transportation impact fees from properties owned by Pulte Homes or its affiliated entities described on Exhibit "B" attached hereto shall not be included in the cost share funds available to Owners under the Agreement.

7.2.2 Restricted Account. City shall maintain a bookkeeping entry for the Road Impact Fees subject to this Agreement and collected from the Marden Road Interchange Project Area, including any Road Impact Fees received for all or any portion of the Property to ensure the Road Impact Fees are available for payment of Project Costs as provided in the Agreement and not inadvertently allocated to other transportation projects. On or before the 20th of each month, the City shall deliver to the Owners a report of Road Impact Fees collected from the Marden Road Interchange Project Area, including the Parcel ID number, address, and amount of Road Impact Fees received the preceding month. The City shall also provide to Owners a written report of City wide collections of transportation impact fees each month during construction.

D. No Further Amendment. Except as provided herein, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed by their respective duly authorized representatives on the dates set forth below.

CITY OF APOPKA, FLORIDA

By: Apopka City Council

By: _____
Joseph E. Kilsheimer, Mayor

Date: _____

ATTEST: Linda F. Goff
As Clerk of the City of Apopka

By: _____
City Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Joseph E. Kilsheimer, as Mayor of the **CITY OF APOPKA, FLORIDA**, a Florida municipal corporation. He/she is personally known to me or has produced _____ as identification.

Signature of Notary Public

Typed name of Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Witnesses:

"EMERSON I"

EMERSON POINT ASSOC., LLLP a
Florida limited liability limited partnership

Print Name: _____

By: _____
Print Name: Michael E. Wright
Title: General Partner

Print Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Michael E. Wright, as General Partner for EMERSON POINT ASSOC., LLLP, a Florida limited liability limited partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

Signature of Notary Public

Typed name of Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Witnesses:

“EMERSON II”

EMERSON POINT PHASE II, LLC a
Florida limited liability company

Print Name: _____

By: _____
Print Name: Michael E. Wright
Title: Manager

Print Name: _____

Date: _____

Print Name: _____

By: _____
Print Name: Mary L. Demetree
Title: Manager

Print Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____,
2016, by Michael E. Wright, as Manager for **EMERSON POINT PHASE II, LLC**, a Florida
limited liability company, on behalf of the company. He is personally known to me or has
produced _____ as identification.

Signature of Notary Public

Typed name of Notary Public

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____,
2016, by Mary L. Demetree, as Manager for **EMERSON POINT PHASE II, LLC**, a Florida
limited liability company, on behalf of the company. She is personally known to me or
has produced _____ as identification.

Signature of Notary Public

Typed name of Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Witnesses:

“OWNERS’ AGENT”

EMERSON MMI-INT, LLC, a Florida limited liability company

Print Name: _____

By: _____
Print Name: Michael E. Wright
Title: Manager

Print Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Michael E. Wright, as Manager for **EMERSON MMI-INT, LLC**, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Signature of Notary Public

Typed name of Notary Public

Exhibit "A"
Roundabouts

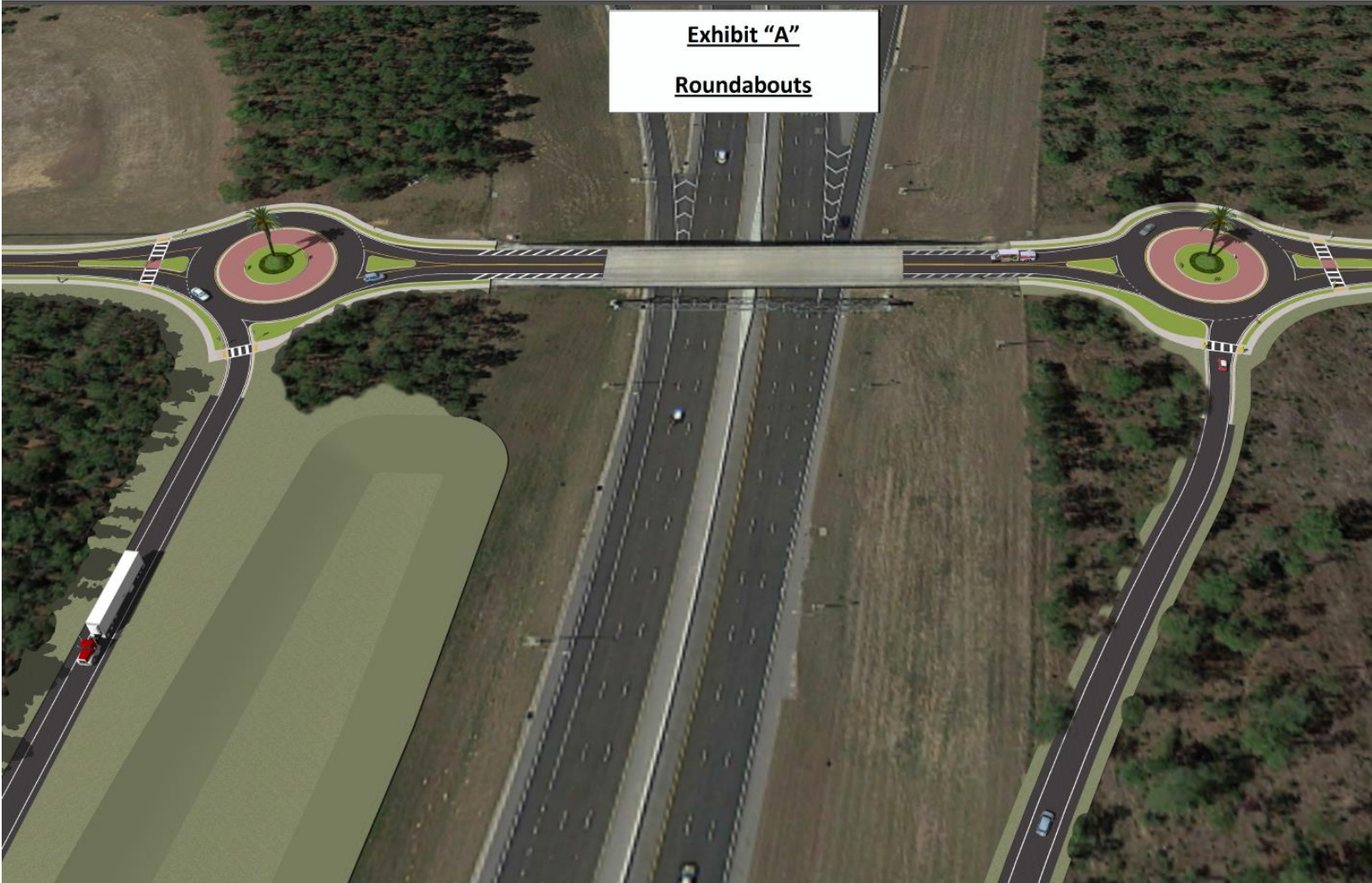


Exhibit "B"
Pulte Property

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 plat 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 Easterly 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 lies on a non-tangent curve concave Northwesterly; thence run along said Easterly limited access of State Road 451, the following courses; thence run Northeasterly, 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°17'37" 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 Northwesterly; thence run Northeasterly, along said non-tangent curve, having a radius of 7789.44 feet, a central angle of 00°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 of State Road 414, according to aforesaid Orlando-Orange County Expressway Authority Right-of-Way Map of Maitland Boulevard Extension of State Road 429/414 Systems Interchange, said point lies on a non-tangent curve concave Northwesterly; thence run along said Southerly limited access Right-of-Way line the following courses; thence run Northeasterly, along said non-tangent curve, having a radius of 1430.00 feet, a central angle of 12°34'34", 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 Northeasterly; thence run Southeasterly, along said non-tangent curve, having a radius of 749.49 feet, a central angle of 31°42'43", an arc length of 414.83 feet, a chord length of 409.55 feet and a chord bearing of South 71°21'09" East, thence non-tangent to said curve, run South 86°44'15" East, 152.54 feet; thence run North 80°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 Marden 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°15'48" West, along said West Right-of-Way line, 467.18 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.

Backup material for agenda item:

4. Approve the use of property for the purpose of a charity dove hunt. Mayor Joe Kilsheimer



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER:

MEETING OF: October 5, 2016
FROM: Administration
EXHIBITS: Real Property Use Agreement
Release, Hold Harmless & Indemnification Agreement
National Wild Turkey Federation Information

SUBJECT: PRIVATE USE OF CITY OWNED PROPERTY ON LAKE MARSHALL

**REQUEST: NATIONAL WILD TURKEY FEDERATION/WEKIVA SPRINGS STRUTTERS
CHARITY DOVE HUNT**

SUMMARY:

The Wekiva Springs Strutters Club [WSSC] is a local Chapter of the National Wild Turkey Federation and they are requesting use of land owned by the City of Apopka to hold a charity dove hunt. Said land is located on shores of Lake Marshall. Hunt will be by invitation. Monies raised from the event will be donated to *Wheelin' Sportsmen*, an organization founded in 2000 to assist people with disabilities enjoy the outdoors by participating in hunting and shooting sports.

Following for review and discussion are two documents. The first is titled "Real Property Agreement" and the second is titled "Release, Hold Harmless and Indemnification Agreement". The first sets forth certain stipulations for use of the property by WSSC. These requirements are as follows:

1. The club may use the property for no more than two days,
2. The club must assume all responsibility for cleanup and restoration of the property at the end of the hunt,
3. The club must assume all liability for any and all claims arising from use of the property,
4. The club may only enter onto and use the property for a hunt during lawful dove hunting season as established by the State of Florida during legal hunting hours,
5. The club may only hold a hunt for the charitable purposes,
6. The club must require all hunting participants, observers of the hunt and others entering or traversing the property during the hunt to execute the Release, Hold Harmless and Indemnification form also included herein,
7. The club must maintain all necessary licenses and approvals required to hold a hunt,
8. The club must maintain sufficient levels of liability and any other types of insurance as required by the City,
9. The club must indemnify and save the City harmless from any and all liability.

Brief information also follows on the National Wild Turkey Federation, Wekiva Springs Strutters Club and the Wheelin Sportsmen Club.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Staff is in support of this event

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

REAL PROPERTY USE AGREEMENT

THIS REAL PROPERTY USE AGREEMENT made this ____ day of _____, 2016, by and between the **CITY OF APOPKA**, a Florida municipal corporation in the State of Florida (hereinafter “City”), whose address is 120 E. Main Street, Apopka, Florida 32703, and **NATIONAL WILD TURKEY FEDERATION** (a Foreign not for profit corporation registered in Florida) **WEKIVA SPRINGS STRUTTERS, APOPKA CHAPTER OF NWTF**, whose address is 140 E. 1st Street, Apopka, Florida 32703 (hereinafter “Apopka NWTF”).

WITNESSETH:

WHEREAS, City owns fee simple title to certain real property, more particularly described in Exhibit “A” (the “Property”) attached hereto and by this reference made a part hereof; and

WHEREAS, Apopka NWTF wishes to prepare the Property as a dove field in advance of a philanthropic dove hunting event; and

WHEREAS, Apopka NWTF wishes to utilize the Property for no more than two, single day philanthropic hunting events to benefit the National Wild Turkey Federation Wheelin’ Sportsmen Program; and

WHEREAS, Apopka NWTF has agreed to assume responsibility for all clean up and restoration of the Property following the philanthropic hunting events contemplated herein; and

WHEREAS, Apopka NWTF has agreed to assume liability for any and all claims arising from Apopka NWTF’s use of the Property; and

WHEREAS, the Parties desire to enter into this Real Property Use Agreement for their mutual benefit, protection, welfare, and necessity.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the City, the Parties hereto agree as follows:

1. Party Obligations.

- a. Upon execution of this agreement, Apopka NWTF shall cause to be paid to City good and valuable consideration in the amount of ONE DOLLAR (\$1.00)
- b. City, subject to the terms and conditions hereinafter set forth, hereby grants unto the Apopka NWTF, its agents, and invitees the right to enter the Property between the dates _____ and _____ between the hours of __ and __ in order to prepare the Property as a dove field to attract doves. On these dates Apopka NWTF may plant, mow, and chop silage on the Property in accordance with

standard agricultural practices, all Federal, State, and local laws, ordinances, and regulations, and further subject to any additional direction given by the City.

- c. City, subject to the terms and conditions hereinafter set forth, hereby grants unto the Apopka NWTF, its agents, and invitees the right to enter the Property on any date during the lawful dove hunting season as established by the State of Florida during legal shooting hours in order to conduct no more than two, single day, philanthropic dove hunting events in accordance with all Federal, State, and local laws, ordinances, and regulations and further subject to any additional direction given by the City. Following conclusion of the event, Apopka NWTF shall immediately conduct cleanup of the Property to the City's reasonable satisfaction.
- d. Apopka NWTF shall require all individuals participating in the dove hunting event, observing the event, or otherwise entering or traversing the Property to execute the Release, Hold Harmless & Indemnification form attached hereto as Exhibit "B." If an individual is under the age of 18, then a parent or legal guardian must sign the form in addition to the minor. Apopka NWTF will not allow any individual who fails to sign the form and/or obtain the required parental/legal guardian signature if the individual is under the age of 18, to enter onto the Property.

2. Representations and Warranties. Apopka NWTF hereby represents and warrants the following to the City:

- a. Apopka NWTF's performance under this Agreement will not violate any Federal State, and local law, ordinance and/or regulation and Apopka NWTF will fully comply with any direction given by the City.
- b. Apopka NWTF has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.
- c. Apopka NWTF now has and will continue to maintain all licenses and approvals required to meet the requirements specified within this agreement, and that it will at times conduct its activities in a reputable manner.
- d. Each individual executing this Agreement on behalf of Apopka NWTF is authorized to do so.

e. General Terms and Conditions

- a. **Insurance.** During the term of this Agreement, Apopka NWTF shall maintain sufficient levels of liability and all other types of insurance necessary and consistent with the scope of its undertakings, obligations, and responsibilities as specified in Exhibit "C" to this Agreement. Apopka NWTF's General Liability Policy shall list the City as an additional insured.
- b. **Indemnity.** Apopka NWTF shall indemnify and save City harmless from any and all tort liability, claims for damages, and suits for any injury to any person or

persons, or damages to any property of any kind whatsoever arising out of or in any way connected with the services performed by Apopka NWTF. This Agreement by Apopka NWTF to indemnify and hold the City harmless shall include, but not be limited to, all charges, costs, including reasonable attorneys' fees incurred by the City as a result of any pre-suit demands, negotiations, mediation, trial, and/or appeal, incurred on account of or by reason of such injuries, damages, liability, claims, suits or losses and all damages arising therefrom.

- c. **Termination.** The City may terminate this agreement immediately if the City, in its sole discretion, determines that:
- a) Apopka NWTF's use of the Property is causing or may potentially cause harm to the Property, any person, or any personal property; and/or
 - b) Apopka NWTF has violated any Federal, State, and local law or regulation in its use of the Property.

In the event City terminates this agreement, Apopka NWTF shall be responsible for restoring the Property to the Property's state as of the date of the execution of this agreement to City's reasonable satisfaction.

- d. **Notice.** Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties as follows:

If to the City:

Glenn Irby, City Administrator
City of Apopka
120 E. Main Street
Apopka, FL 32703

If to Apopka NWTF:

Louis Haubner, President
Wekiva Springs Strutters
Apopka Chapter of NWTF
140 E. 1st Street
Apopka, FL 32703

- e. **Assignment.** The Parties may not assign this Agreement, or any rights or obligations hereunder, in whole or in part.
- f. **Amendment.** No change, alteration, amendment, or modification of this Agreement shall be effective unless stated in a writing signed by both Parties.

- g. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be brought in the appropriate court in and for Orange County, Florida.
- h. **Entire Agreement.** This Agreement, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date written below.

APOPKA NWTF:

By: _____
Louis Haubner, President

Date: _____

CITY OF APOPKA, FLORIDA

By: _____
Joe Kilsheimer, Mayor

Date: _____

ATTEST:

Linda Goff, City Clerk

Exhibit "A"
Property Legal Description

THE NE1/4 OF SW1/4 (LESS S 343 FT OF W 400 FT) & NW1/4 OF SW1/4 OF SE1/4 & SW1/4 OF SW1/4 OF SE1/4 & W1/2 OF NW1/4 OF SE1/4 SEC 08-21-28 & S 12 ACRES OF W1/2 OF NE1/4 OF SE 1/4 SW OF CTR OF LAKE (LESS PCE SOLD MASEK) & E1/2 OF NW1/4 OF SE1/4 (LESS S 383.7 FT OF N 413.7 FT OF E 100 FT OF NW1/4 OF SE1/4) & FROM E 1/4 COR OF SEC RUN W 1070.14 FT S 388.7 FT FOR POB S 25 FT W 247.92 FT S 115.13 FT E 307.92 FT N 140.13 FT W TO POB (LESS PT TAKEN FOR RD R/W PER 3726/2538) & BEG NW COR OF SW1/4 OF SE1/4 RUN E 950 FT S 35 FT W 950 FT N 35 FT TO POB IN SEC 08-21-28 SEE 2484/1748 3457/465 & 3974/170

Exhibit "B"

RELEASE, HOLD HARMLESS & INDEMNIFICATION

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS BY LIMITING OR ELIMINATING YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

In exchange for the privilege to dove hunt and/or observe dove hunting on the property of the City of Apopka (hereafter referred to as Land Possessor), located at _____, on the date of _____, I, as Hunt Participant/Observer, agree to the following:

I waive for my executors, administrators, assignees or heirs, any and all rights and claims for damages, losses, demands and any other actions whatsoever, which I may have or which may arise against Land Possessor, and any of its heirs, employees, directors, officers or agents, including but not limited to any and all claims for wrongful death, personal injuries, damages or illnesses I suffer or suffer to my property, which may, in any way whatsoever, arise out of, be related to or be connected with dove hunting, observing dove hunting, or in any way connected with my presence on the property of Land Possessor.

_____ **INITIAL HERE**

I, on behalf of myself and my executors, administrators, assignees or heirs, hereby expressly release Land Possessor and any of its heirs, employees, directors, officers or agents from any and all such claims. I hereby expressly assume the risk of entering the land of Land Possessor and of taking part in activities relating to dove hunting and/or observing dove hunting on the land of Land Possessor which include, but are not limited to, the discharge of firearms and the firing of live ammunition and use of and presence on the land of Land Possessor.

_____ **INITIAL HERE**

I hereby agree to indemnify, hold harmless and defend Land Possessor and any of its heirs, employees, directors, officers or agents from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, related to or connected with dove hunting, observation of dove hunting, the discharge of firearms, use of and presence on land of the Land Possessor. And should any such claim, demand or lawsuit arise or be asserted in any way whatsoever related thereto, whether arising under the laws of the United States, any state, or under any theory of law or equity, I will indemnify, hold harmless and defend Land Possessor and any of his or her heirs, employees, directors, officers or agents, from any and all costs, expenses or liability including, but not limited to, the cost of any settlement or judgment made or rendered against Land Possessor and any of its heirs, employees, directors, officers or agents, together with all costs of court and other costs or expenses incurred in connection with any such claim, demand or lawsuit, including attorney's fees.

_____ **INITIAL HERE**

I furthermore hereby acknowledge and agree that I have read, understand and will at all times abide by this agreement.

I HAVE CAREFULLY READ THE FOREGOING RELEASE AND WAIVER AND KNOW THE CONTENTS THEREOF AND HAVE SIGNED THIS RELEASE AND WAIVER AS MY OWN FREE ACT.

_____ **INITIAL HERE**

This Release and Waiver contains the entire agreement between the Undersigned and the City of Apopka and the terms of this Release and Waiver are contractual and not a mere recital.

_____ **INITIAL HERE**

I expressly agree that this Release and Waiver is intended to be as broad and as inclusive as permitted by the laws of the State of Florida, and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding continue in full force and effect.

_____ **INITIAL HERE**

In Witness Whereof, I have executed with Release and Waiver on _____ of _____, 2016.

HUNT PARTICIPANT/OBSERVER:

Name: _____

Street Address: _____

City/State/Zip: _____

Birthdate: _____

Primary Phone: _____

BY: _____

(Signature of Participant)

BY: Parent/Guardian _____

Parent/Guardian _____

(Signature of **BOTH** Parents/Legal Guardian of Participant is required if Hunt Participant/Observer is under 18 years old)

CITY OF APOPKA:

Name: _____

(Signature)

Exhibit "C"



City of Apopka Insurance Requirements General Events and Activities

The original insurance certificate and all extensions to the insurance certificate should be sent to:
City of Apopka, Human Resources, 120 East Main Street, Apopka, FL 32703
or E-mailed to riskmanagement@apopka.net
Phone: 407-703-1805

Certificate Holder: City of Apopka

These minimum requirements are based on average exposure events and activities. The City of Apopka reserves the right to require additional coverages, waive certain requirements, require higher limits or accept lower limits on a case by case basis after the review of the associated risk.

Workers' Compensation:

If the business falls under the State of Florida Workers' Compensation Law (Businesses employing more than 4 employees), coverage shall be provided for all employees. The coverage shall be for statutory limits in compliance with the applicable state and federal laws. The policy must include **Employers' Liability with a limit of \$1,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit for disease.**

Commercial General Liability Insurance (Occurrence Form Required):

Coverage shall be Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability, including Premises and Operations. Limits of coverage shall be based on the operation and exposure at hand.

Each Occurrence	\$1,000,000
Damage to Rented Premises	\$100,000
General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$1,000,000

If alcohol is being served, Liquor Liability must be included in the minimum limit of \$1,000,000.

Auto Liability:

(Required when vehicle functions as the workplace or is used to perform contracted work.)

Coverage shall be Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage, including Premises and Operations in the minimum amount of \$300,000. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).

Evidence of Insurance:

Insurers must have an A.M. Best rating of A or better. The **City of Apopka** is to be specifically included as a named, **additional insured on all policies except Workers' Compensation**. In the event the insurance coverage expires prior to the completion of the use period, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certified certificates of insurance and insurance policies, endorsement pages, forms list schedule and declaration sheet must be on file with and approved by the City of Apopka prior to the event. **The Description of Operations must explicitly state that the City of Apopka is named as an additional insured and also detail the name and date(s) of the event/activity.**

National Wild Turkey Federation

From Wikipedia, the free encyclopedia

The **National Wild Turkey Federation** is an international non-profit organization whose mission is 'the conservation of the wild turkey and the preservation of our hunting heritage.' It currently has more than 250,000 members in the United States, Canada, Mexico and 14 other foreign countries.

Contents

- 1 Introduction
- 2 Hunting Heritage Super Fund Banquets
- 3 Conservation
 - 3.1 Making Tracks
 - 3.2 North American Wild Turkey Management Plan
 - 3.3 Go for the Gould's
 - 3.4 Project HELP
 - 3.5 Regional Habitat Programs
- 4 Outreach Programs
 - 4.1 Families Afield
 - 4.2 JAKES/Xtreme JAKES
 - 4.3 NWTF Academic Scholarship Program
 - 4.4 Wheelin' Sportsmen NWTF
 - 4.5 Women in the Outdoors
 - 4.6 More Places to Hunt
 - 4.7 Television
 - 4.8 Magazines
 - 4.9 Online Media
- 5 See also
- 6 References
- 7 External links
 - 7.1 State Chapter Links

National Wild Turkey Federation



NWTF

Conserve. Hunt. Share.

Founded	1973
Type	Wildlife Conservation
Focus	Conservation of the wild turkey and preservation of our hunting heritage.
Location	Edgefield, South Carolina
Area served	North America
Members	More than 250,000
Key people	George Thornton, CEO
Slogan	Conserve. Hunt. Share.
Website	http://www.nwtf.org/

Introduction

The National Wild Turkey Federation (NWTF) is a private, non-profit conservation and education organization founded in 1973 with a mission dedicated to conserving wild turkeys and preserving our hunting heritage.

The NWTF's more than 250,000 members and volunteers, along with its wildlife agency and corporate partners, have helped restore and manage North America's current population of more than 7 million wild turkeys. In addition, the NWTF, along with their conservation partners and members, has helped acquire or improve habitat on more than 17,000,000 acres (69,000 km²) of public, private and corporate lands and spent more than \$372 million conserving habitat and upholding our hunting heritage.

Through its outreach programs, the NWTF family has helped thousands of children, women and people with disabilities across North America learn outdoor skills. The NWTF's **JAKES**, **Women in the Outdoors** and **Wheelin' Sportsmen** programs have helped people learn to better enjoy the outdoors as well as understand the importance of wildlife management and appreciate hunting as an honorable pursuit.^[1]

Hunting Heritage Super Fund Banquets

The NWTF's primary fundraiser is the Hunting Heritage Super Fund Banquet, where NWTF members and volunteers gather to have fun while purchasing firearms and merchandise that are exclusive to NWTF banquets.

The Hunting Heritage Super Fund Banquet program was created in 1983 as a fun way for members to support the NWTF, while introducing new people to conservation and the outdoors.

Money raised through the Super Fund program is used to conduct Hunting Heritage Super Fund projects, including conservation and outreach projects in the states raising the funds.

Through the Hunting Heritage Super Fund, NWTF volunteers and partners have spent more than \$372 million upholding hunting traditions and conserving more than 17,000,000 acres (69,000 km²) of wildlife habitat.

Conservation

The NWTF supports scientific wildlife management on public, private and corporate lands. NWTF founders established a technical committee consisting of wild turkey biologists from state and provincial wildlife agencies who make recommendations on research, management, restoration and educational programs.

Wild Turkey Partnership Agreements provide the framework for cooperative wildlife management, research and educational activities between the NWTF and its agency and corporate partners. These partnerships improve millions of acres of wildlife habitat on private, corporate and public land. NWTF wildlife professionals provide information to help these partners use cutting-edge wildlife management strategies in their forest and open land management programs.^[2]

Making Tracks

Making Tracks is the cooperative program between the NWTF and state, federal and provincial wildlife agencies to restore wild turkeys to all suitable habitat in North America. The NWTF works with wildlife agencies coordinating the trap and transfer of wild turkeys. Wild turkey populations have more than doubled since 1990. In areas where they are abundant, wild turkeys are trapped via nets propelled or dropped over a feeding flock. Trapped birds are individually placed in specialized transport boxes, and then released in areas of suitable habitat with few or no wild turkeys. The NWTF routinely provides trapping equipment, transfer boxes and helps coordinate wild turkey transfers between states, provinces and nations. Since the 1950s, state and provincial wildlife agencies have moved more than 192,000 wild turkeys into suitable habitat across North America. The NWTF, founded in 1973, helped accelerate those efforts by providing trapping equipment, transfer boxes, funding and volunteers. Currently, there are more than 7 million wild turkeys throughout North America.

The NWTF partners with federal, state and provincial wildlife agencies to conduct **Hunting Heritage Super Fund** projects. Hunting Heritage Super Fund projects include establishing walk-in hunting areas, planting wildlife openings, developing water resources, conducting prescribed burns, co-hosting outdoor learning events for women, children and individuals with disabilities through the NWTF's 2,350 chapters across the country and supporting the reintroduction of the Gould's wild turkey in Arizona.

North American Wild Turkey Management Plan

The North American Wild Turkey Management Plan is designed to identify wild turkey habitat and potential habitat projects throughout North America using GIS (geographic information systems) technology. The plan has helped establish wild turkey populations on approximately 2,000,000 acres (8,100 km²) in North America. The future focus of the plan will be identifying key habitat projects and important areas for wild turkeys on a state by state basis. The plan has received national and international endorsement from the Association of Fish and Wildlife Agencies and the Trilateral Committee for Wildlife and Ecosystem Management.

Go for the Gould's

Since 2003, the Arizona Game and Fish Department and the NWTF have transferred 320 Gould's wild turkeys from Mexico and Arizona to the Chiricahua, Huachuca and Pinalenos mountains, along with the Santa Ritas and Santa Catalinas mountains of southern Arizona, an area where the Gould's once thrived but was extirpated. Since 2000, the NWTF has spent more than \$428,000 on Gould's wild turkey restoration.

Project HELP

Project HELP (Habitat Enhancement Land Program) is an NWTF program developed to help landowners manage and enhance their land by providing guidance and offering seeds and seedlings at competitive prices. Since 1992, sales have resulted in more than 3 million pounds of seed and 2.5 million seedlings, equaling a total of 161,000 acres (650 km²) being planted for wild turkeys and other wildlife.

Regional Habitat Programs

The NWTF's Regional Habitat Programs provide seeds, tree seedlings and other habitat improvement products to NWTF chapters and private landowners across North America. There are eight programs including:

Operation Appleseed (Northeast)

Operation Oak (Southeast)

Operation Heartland (Midwest)

Operation SOS (Upper Midwest and Ontario, Canada)

Operation Big Sky (Great Plains)

Guzzlers for Gobblers (West)

Southern Great Plains Riparian Initiative

Northern Plains Riparian Restoration Initiative

Since 1997, the NWTF has planted 1.5 million seedlings, conducted 856 water development projects, provided 300 tons of oat hay and left 2,500 acres (10 km²) of standing grain to assist landowners with large wintering populations of wild turkeys. Through the Guzzlers program alone, the NWTF and its partners have put more than \$3.5 million toward habitat improvement projects in the West. The regional habitat programs have improved more th

5,700,000 acres (23,000 km²) for wildlife.

Outreach Programs

Families Afield

The NWTF is leading the way in promoting youth hunting opportunities through the Families Field Initiative. Joining the NWTF to reduce hunting barriers, are the U.S. Sportsmen's Alliance, the National Shooting Sports Foundation and the National Rifle Association. Through Families Afield, data from the Youth Hunting Report is used to help remove barriers for new and young hunters across the nation. To date, Families Afield legislation and regulation changes have helped introduce more than 87,000 new hunters to the field.^[3]

JAKES/Xtreme JAKES

The NWTF's JAKES (Juniors Acquiring Knowledge, Ethics and Sportsmanship) program was developed in 1981 and is dedicated to teaching the principles of wildlife management and passing along the traditions of safe, ethical and responsible hunting, as well as other activities ranging from fishing to hiking. The program is designed for children up to age 12.

The NWTF's Xtreme JAKES program was developed in 2002 for teens between the ages of 13 and 17. The program provides advanced outdoor opportunities and challenges more in line with older teens' abilities and experiences.

NWTF Academic Scholarship Program

Each year, the NWTF presents a \$10,000 national scholarship to a college bound student, as well as several \$1,000 state/provincial academic scholarships and many \$250 local scholarships. The NWTF also partners with the FFA to provide a \$5,000 scholarship to a student pursuing a wildlife management or agriculture degree. The scholarship fund is administered through the National FFA. Every year, nearly \$500,000 in scholarships are available to JAKES/Xtreme JAKES members. To date, more than \$2.2 million has been awarded by the NWTF through its scholarship program.

Wheelin' Sportsmen NWTF

Wheelin' Sportsmen NWTF provides people with disabilities opportunities to enjoy the outdoors through local chapter events nationwide featuring activities such as hunting, fishing and shooting. Through this program, chapters host Wheelin' Sportsmen NWTF events across North America involving individuals with disabilities in the outdoors.

Women in the Outdoors

Women in the Outdoors is dedicated to providing hands-on outdoor education for women. Outdoor learning events, which allow women to try activities ranging from hunting to hiking, are conducted throughout the United States and Canada.

More Places to Hunt

More Places to Hunt is the NWTF program designed to help provide more land for hunters on both public and private land. The NWTF has already spent nearly \$9 million and obtained more than 400,000 acres (1,600 km²) of land for hunters since 1987. Widespread urban sprawl, changes in land ownership and tightened state agency and federal budgets have left hunters with far less private and public access to quality wildlife areas. Studies by the National Shooting Sports Foundation indicate that one of the top reasons hunters give up the sport is that they cannot find places to hunt. As hunter numbers decline, state agencies lose revenue used to support habitat and places to hunt. The NWTF is trying to reverse this trend through land purchases, conservation easements, legislative action and partnerships.

Television

The NWTF produces two television shows that can be seen on the Pursuit Channel:

- "Turkey Call" - is a fast-paced, magazine-style program with America's most popular game bird as the star of the show.
- "Get in the Game" - provides viewers with land management tips and secrets for attracting wildlife to their property.

Magazines

- *Turkey Country* - the flagship publication of the NWTF, is dedicated to everything from features and field research to updates on the latest products tailored to the turkey hunting enthusiast and conservationist.
- *JAKES* - dedicated to news and information of interest to young people.
- *Xtreme JAKES* - online magazine just for teens who enjoy the outdoors and hunting.

Online Media

- www.nwtf.org - the NWTF's resource for everything wild turkey on the World Wide Web. It features the latest NWTF local and national news, turkey hunting and calling tips; banquet, calling contest and shooting event information; audio clips of turkey sounds and information about the wild turkey. It also provides links to the NWTF outreach sites, message boards and the Turkey Shoppe, an online store featuring hunting gear

conservation literature and NWTF products and clothing.

- MyoutdoorTV.com - features on demand videos of classic NWTF TV shows 24 hours a day.

See also

- Biodiversity
- Ecology
- Earth Science
- Natural environment

References

1. "About the NWTF". National Wild Turkey Federation. October 2007. Retrieved 2007-10-10.
2. "NWTF At-A-Glance". National Wild Turkey Federation. October 2007. Retrieved 2007-10-10.
3. "NWTF At-A-Glance". National Wild Turkey Federation. October 2007. Retrieved 2007-10-10.

External links

- National Wild Turkey Federation (<http://www.nwtf.org/>)
- NWTF News RSS Feed (http://www.nwtf.org/nwtf_newsroom/rss.php?mode=PressRelease&subtype=General&site=nwtf)
- JAKES/Xtreme JAKES (<http://www.nwtf.org/jakes>)
- Wheelin' Sportsmen (<http://www.wheelinsportsmen.org/>)
- Women in the Outdoors (<http://www.womeninthecoutdoors.org/>)
- Families Afield (<http://www.familiesafield.org/>)

State Chapter Links

- Alabama State Chapter NWTF (<http://www.nwtfchapter.org/alabamastatechapter/>)

Retrieved from "https://en.wikipedia.org/w/index.php?title=National_Wild_Turkey_Federation&oldid=739754648"

Categories: Conservation organizations based in the United States | Environmental organizations based in South Carolina
| Ornithological organizations in the United States | Hunting in the United States

-
- This page was last modified on 16 September 2016, at 19:26.
 - Text is available under the Creative Commons Attribution-ShareAlike License; additional terms may apply. By using this site, you agree to the Terms of Use and Privacy Policy. Wikipedia® is a registered trademark of the Wikimedia Foundation, Inc., a non-profit organization.

Home Banquet Outfitters Sponsors Photos Contact Conservation Hunting Guns NWTF.org



WEKIVA SPRINGS STRUTTERS



CHAPTER NEWS & EVENTS

Hunting Heritage Banquet

Wekiva Springs Strutters 17th Annual Hunting Heritage Banquet and Auction August 27, 2016 'A Salute To America' Sponsor T ...more

Wekiva Springs Strutters wins 4 National Awards

The Wekiva Springs Strutters, Apopka chapter of the National Wild Turkey Federation was recently awarded 4 national awards at the 2015 NWTF Nationa ...more

Wekiva Springs Strutters earns "Million Dollar Club" status

< ...more

Wekiva Springs Strutters now on Facebook

Check us out...we are on facebook! Please 'like us and be sure to share the page with all your friends. facebook.com/wekivaspringsstrutters ...more

Annual Banquet Food Drive

Annual Food Drive.....we will be collecting can goods and non perishable items at the door Wekiva Springs Strutters 16th Annual Hunting Heritag ...more

STATE & REGIONAL NEWS

District Workshops

Save the Habitat Save the Hunt

Conservation Seed Program

Project Help

Electronic Hunting Heritage Super Fund GREEN Forms avail

NATIONAL NWTF NEWS

NWTF Donates More Than \$142,000 for Wildlife Management

NWTF Sponsors National Hunting and Fishing Day

NWTF's Thornton inducted into Legends of the Outdoors Ha Fame

Hancock Visits Edgefield for NWTF Turkey Shoot

Powell wins Fifth Straight NWTF Turkey Shoot

Conserve. Hunt. Share.

NATIONAL WILD TURKEY FEDERATION

JAKES

X-TREME SPORTS

NWTF WOMEN'S/OUTDOORS

NWTF WHEELIN' SPORTSMEN

NWTF Chapter Websites by JSS



Wheelin' Sportsmen began at the NWTF in October 2000. The NWTF recognized the need to help people with disabilities enjoy the outdoors by participating in hunting and shooting sports.

NWTF hunting events provide participants an opportunity they may not be able to have on their own. Either due to the lack of hunting land access, lack of the knowledge of how to go about returning to the field after an injury, or lack of needed assistance. Oftentimes, the knowledge and experience gained at one of our events allows the participants to continue hunting on their own throughout the year.

Wheelin' Sportsmen members receive a one year subscription to Turkey Country magazine and special discounts through NWTF's OutdoorDealhound.com.

Get started today and get back in the woods by making your own [wheelchair accessible hunting blind](#).

Backup material for agenda item:

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



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER: Ordinance

MEETING OF: October 5, 2016
FROM: Community Development
EXHIBIT(S): Ordinance No. 2510
Lyft Comments

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)

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 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 7, 2016, accepted the First Reading of Ordinance No. 2510 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. 2510, due to concerns expressed by the transportation network company, Lyft, and held it over for Second Reading and Adoption on October 5, 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.

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

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: 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.

Cliff B. Shepard, City Attorney

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



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

PAGE 2 of 16

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

LYFT PROPOSED AMENDMENTS TO PROPOSED ORDINANCE 2511

ORDINANCE NO. 2511

PAGE 3 of 16

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.

LYFT PROPOSED AMENDMENTS TO PROPOSED ORDINANCE 2511

ORDINANCE NO. 2511

PAGE 4 of 16

- (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.

LYFT PROPOSED AMENDMENTS TO PROPOSED ORDINANCE 2511

ORDINANCE NO. 2511

PAGE 5 of 16

- (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

LYFT PROPOSED AMENDMENTS TO PROPOSED ORDINANCE 2511

ORDINANCE NO. 2511

PAGE 6 of 16

- 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.

Formatted: Font: 12 pt

Formatted: Normal, Indent: Left: 0.38", No bullets or numbering

LYFT PROPOSED AMENDMENTS TO PROPOSED ORDINANCE 2511

ORDINANCE NO. 2511

PAGE 7 of 16

- (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.~~
 - ~~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,~~



LYFT PROPOSED AMENDMENTS TO PROPOSED ORDINANCE 2511

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;

**ORDINANCE NO. 2511
PAGE 8 of 16**

- (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.

LYFT PROPOSED AMENDMENTS TO PROPOSED ORDINANCE 2511

- (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

ORDINANCE NO. 2511

PAGE 9 of 16

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.

Commented [A1]: Double check on insurance provision.

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

LYFT PROPOSED AMENDMENTS TO PROPOSED ORDINANCE 2511

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.

LYFT PROPOSED AMENDMENTS TO PROPOSED ORDINANCE 2511

ORDINANCE NO. 2511

PAGE 10 of 16

- (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.

LYFT PROPOSED AMENDMENTS TO PROPOSED ORDINANCE 2511

ORDINANCE NO. 2511

PAGE 11 of 16

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

LYFT PROPOSED AMENDMENTS TO PROPOSED ORDINANCE 2511

ORDINANCE NO. 2511

PAGE 12 of 16

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.~~

LYFT PROPOSED AMENDMENTS TO PROPOSED ORDINANCE 2511

ORDINANCE NO. 2511

PAGE 13 of 16

- ~~(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

PAGE 14 of 16

~~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

PAGE 15 of 16

~~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

PAGE 16 of 16

~~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:~~

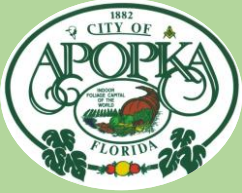
~~Whenever any operator or driver of a taxicab is found to be violating the provisions of this article, or the traffic ordinances of the city, or any of the laws of the state, the city council may, upon complaint or upon its own motion, issue an order to such operator or driver to appear at a fixed time 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:

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



CITY OF APOPKA CITY COUNCIL

<input type="checkbox"/>	CONSENT AGENDA	MEETING OF:	October 5, 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		Lyft Comments

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

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

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 it 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)

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.

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, 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 desocyphedrine, 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 five 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, 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.

- (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:
 - 1. Where reasonable suspicion exists that a driver is abusing alcohol or misusing prescription drugs or controlled substances; or
 - 2. 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
 - 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.
 - c. 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 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.
- (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 carriage 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: 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

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,~~

ORDINANCE NO. 2511

PAGE 16 of 16

~~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

PAGE 2 of 16

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

LYFT PROPOSED AMENDMENTS TO PROPOSED ORDINANCE 2511

ORDINANCE NO. 2511

PAGE 3 of 16

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.

LYFT PROPOSED AMENDMENTS TO PROPOSED ORDINANCE 2511

ORDINANCE NO. 2511

PAGE 4 of 16

- (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.

LYFT PROPOSED AMENDMENTS TO PROPOSED ORDINANCE 2511

ORDINANCE NO. 2511

PAGE 5 of 16

- (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

LYFT PROPOSED AMENDMENTS TO PROPOSED ORDINANCE 2511

ORDINANCE NO. 2511

PAGE 6 of 16

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.

~~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.

Formatted: Font: 12 pt

Formatted: Normal, Indent: Left: 0.38", No bullets or numbering

LYFT PROPOSED AMENDMENTS TO PROPOSED ORDINANCE 2511

ORDINANCE NO. 2511

PAGE 7 of 16

- (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,~~



LYFT PROPOSED AMENDMENTS TO PROPOSED ORDINANCE 2511

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;

**ORDINANCE NO. 2511
PAGE 8 of 16**

- (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.

LYFT PROPOSED AMENDMENTS TO PROPOSED ORDINANCE 2511

- (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

ORDINANCE NO. 2511

PAGE 9 of 16

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.

Commented [A1]: Double check on insurance provision.

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

LYFT PROPOSED AMENDMENTS TO PROPOSED ORDINANCE 2511

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.

LYFT PROPOSED AMENDMENTS TO PROPOSED ORDINANCE 2511

ORDINANCE NO. 2511

PAGE 10 of 16

- (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.

LYFT PROPOSED AMENDMENTS TO PROPOSED ORDINANCE 2511

ORDINANCE NO. 2511

PAGE 11 of 16

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

LYFT PROPOSED AMENDMENTS TO PROPOSED ORDINANCE 2511

ORDINANCE NO. 2511

PAGE 12 of 16

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.~~

LYFT PROPOSED AMENDMENTS TO PROPOSED ORDINANCE 2511

ORDINANCE NO. 2511

PAGE 13 of 16

- ~~(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

PAGE 14 of 16

~~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

PAGE 15 of 16

~~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

PAGE 16 of 16

~~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.~~

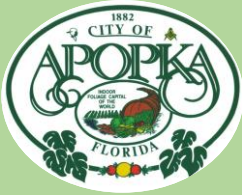
~~Sec. 86-98.— Appeals.~~

~~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. 2518 – Second Reading – Master Plan/Preliminary Development Plan – Quasi-Judicial Moon

David



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: October 5, 2016
 FROM: Community Development
 EXHIBITS: Zoning Report
 Vicinity Map
 Adjacent Zoning/Use Maps
 Amended Master Plan/PDP
 Amended Building Elevations
 Current Approved Master Plan/PDP
 Ordinance 2355\Approved PUD
 Ordinance 2518

SUBJECT: AMENDMENT TO DUNN/DIXIE MANOR PUD MASTER PLAN/
 PRELIMINARY DEVELOPMENT PLAN

REQUEST: SECOND READING AND ADOPTION OF ORDINANCE NO. 2518 –
 AMENDING THE DUNN/DIXIE MANOR PUD MASTER
 PLAN/PRELIMINARY DEVELOPMENT PLAN

SUMMARY:

OWNER\APPLICANT: Robert K. Dunn, et al

ENGINEER: Haskell Company

LOCATION: North of Old Dixie Highway, east of Richard L. Mark Drive, and south of Errol Parkway

EXISTING USE: Vacant Land

CURRENT ZONING: PUD

PROPOSED DEVELOPMENT: Assisted Living Facility (ALF) with maximum 125-bed facility within a two and one story building with a maximum floor area ratio of .030

PROPOSED AMENDMENT: Increase maximum floor area ratio from 0.25 to 0.30.

TRACT SIZE: 6.99 +/- acres

MAXIMUM ALLOWABLE DEVELOPMENT: Current: 76,121
 Proposed: 91,345

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: On April 14, 2014 through Ordinance 2355, City Council adopted a Planned Unit Development zoning and a Master Plan\ Preliminary Development Plan for the Robert K. Dunn et.al. property. The PUD master plan establishes a maximum floor area ratio of 0.25, which allows for building (s) with a maximum floor area of 76,121 square feet, for a proposed Assisted Living Facility (ALF) with up to 125 beds. A proposed ALF is similar to uses allowed with the Professional Office\ Institutional zoning district, which allows a maximum floor area ratio of 0.30 for buildings. The original building proposed for the applicant was only 76,000 sq. ft., which represents a floor area ratio of 0.25 for this property. Thus, the applicant requested a 0.25 FAR instead of a 0.30 floor area ratio allowed by the Professional Office\ Institutional zoning district. The building proposed by the applicant, as presented in architectural renderings and within the proposed Master Plan, contains approximately 87,000 sq. ft. floor area. Although the proposed building has more floor area than the previously approved Master Plan, the maximum number of beds – 125 beds – does not change. All the other development standards approved within the current PUD zoning and Master Plan\ Preliminary Development Plan remain the same.

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: Planning staff finds the proposed amendment to the Planned Unit Development to be consistent with the Comprehensive Plan and Land Development Code.

SCHOOL CAPACITY REPORT: The amendment to the Planned Unit Development will not impact capacity at affected public schools. If the property owner proposes residential development, then school capacity review will be required as part of the PUD amendment application.

ORANGE COUNTY NOTIFICATION: The property is surrounded by properties that are within the City limits of Apopka; therefore the notice requirements in the JPA do not apply.

PUBLIC HEARING SCHEDULE:
September 13, 2016 – Planning Commission (5:01 pm)
September 21, 2016 – City Council (7:00 pm) - 1st Reading
October 5, 2016 – City Council (1:30 pm) - 2nd Reading

DULY ADVERTISED:
August 26, 2016 – Public Notice and Notification
September 23, 2016 – Ordinance Heading Ad

RECOMMENDATION ACTION:

The **Development Review Committee** finds the proposed amendment to the Dunn\ Dixie Manor PUD zoning and Master Plan\ Preliminary Development Plan to be consistent with the Comprehensive Plan and Land Development Code recommends approval of the amendment to the Planned Unit Development zoning and Master Plan\ Preliminary Development Plan.

The **Planning Commission**, at its meeting on September 13, 2016, unanimously found the proposed amendment to the Dunn\ Dixie Manor PUD zoning and Master Plan\ Preliminary Development Plan to be consistent with the Comprehensive Plan and Land Development Code; and recommended approval of the amendment to the Planned Unit Development zoning and Master Plan\ Preliminary Development Plan.

The **City Council**, at its meeting on September 21, 2016, accepted the First Reading of Ordinance No. 2518 and held it over for Second Reading and Adoption on October 5, 2016

Adopt Ordinance 2518.

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

I. RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City)	Residential Low (0-5 du/ac)	PUD	Parkside at Errol, Ph. 3
East (City)	Residential Low (0-5 du/ac)	PUD	Parkside at Errol, Ph. 3
South (City)	Commercial	C-1	Lowes Home Retail Center
West (City)	Parks/Recreation\Residential Low (0-5 du/ac)	PR/PUD	Vacant wooded parcel; Villa Capri
North (City)	Residential Low (0-5 du/ac)	PUD	Parkside at Errol, Ph. 3

LAND USE & TRAFFIC COMPATIBILITY:

- South: Old Dixie Highway, a two-lane collector road, lies to the south of the subject property and the Lowes Home Retail Center. The land south of Old Dixie Highway is assigned a Commercial future land use designation and a zoning category of C-1.
- West: Across Richard L. Mark Drive is a 1.4 acre heavily wooded parcel covered by oak trees. This parcel is owned by the City of Apopka and assigned a Park\Recreation future land use and zoning category that serves as open space. At the northwest corner of the subject property is the Villa Capri residential community. Villa Capri is assigned PUD zoning as part of the Errol Estate community. The typical lot is 51 feet wide with a typical area of about 5,700 sq. ft. Along the east side of Villa Capri is a ten-foot wide five to six foot high masonry wall. The right-of-way for Richard L. Marks Drive is 100 foot wide with landscaping and mature oak trees bordering the road. There is a twenty (20) foot wide landscaped median that contains mature oak trees.
- North: To the north of the subject property, a 1.76 acre retention pond separates the subject property from most of the residential homes to the north within the Parkside at Errol Phase 3 residential subdivision. With the exception of one single family lot at the subject property’s northwest corner and one single family lot at the northeast corner. Residential lots to the north range from 300 feet to zero feet from the subject property. Lots typically are 80 to 85 feet wide with a typical lot size ranging from 9,200 sq. ft. to 11,050 sq. ft.
- East: There is a ten foot wide landscape buffer that runs along the eastern parcel line of the subject property that is adjacent to residential lots within another section of Parkside at Errol Phase 3. Single family lots adjacent to the eastern side of the subject property have typical lots with a 75 foot minimum width and a lot size ranging from 9,200 sq. ft. to 11,000 sq. ft.
- Summary: The property owner requests assignment of a zoning category that is consistent with the proposed Residential Medium Future Land Use Designation. Planning staff finds the zoning category to be consistent a Residential Low-Medium Future Land Use Designation subject to the PUD master site plan/preliminary development plan and the recommended PUD development standards.

**COMPREHENSIVE
PLAN COMPLIANCE:**

The proposed Planned Unit Development (PUD/R-3) zoning is not consistent with the City’s Residential Medium (0-10 du/ac) Future Land Use designation. However, Planning staff finds the proposed zoning to be compatible with a Low-Medium (0-7.5 du/ac) Future Land Use designation. Development Plans shall not exceed the intensity or density allowed for the adopted Future Land Use Designation.

**PUD
RECOMMENDATIONS:**

The PUD recommendation is to assign a zoning classification of Planned Unit Development (PUD) for the described subject property with the following Master Plan provisions is subject to the following zoning provisions:

A. The uses permitted within the PUD district shall be:

1. A maximum of one-hundred twenty-five Assisted Living Facility (ALF) beds or 38 permanent residential. For any Assisted Living Facility, such use shall meet the State of Florida definition for an Assisted Living Facility, at least eight (80) percent of the beds shall be occupied by those age 55 of over, and the ALF shall follow a policy that demonstrates an intent to provide residential care for those aged 55 or older. A nursing home, group home facility, foster home, drug or alcohol detox center or rehabilitation center or similar emergency shelter are not permissible uses under this PUD zoning ordinance unless as otherwise superseded by Florida Statutes.
2. Any building other than single family residential shall be setback a minimum of one hundred (100) feet from the northern and eastern property line, units and fifty (50) feet from the western property line.
3. Outdoor storage shall not be allowed.
4. No recreation or similar outdoor activities (walking path, gathering places etc.) shall occur within twenty (20) feet of the property line excepting any public sidewalk along Old Dixie Highway.
5. No outdoor activities shall occur after 9:00 PM or before 7:00 AM. Delivery services for shall be limited to similar hours.
6. Regular visitor hours shall be limited to no earlier than 7:00 AM and not later than 11:00 PM except for emergency purposes.
7. Any use or activity allowed within the R-3 residential zoning category exception as otherwise noted herein. Duplex residential units shall not be allowed.

B. Development Standards:

1. Development standards and setbacks shall comply with those established for the R-3 zoning category unless otherwise approved herein or within the Master Site Plan.
2. Maximum number of stories: two (2)

3. A thirty (30) foot landscape buffer shall occur along the northern and eastern property lines, and a fifteen (15) foot landscape buffer along the western property line.
 4. Monument sign (identification sign) shall be limited to no more than 24 square feet and no electronic reader board will be allowed. The monument sign may be placed within the front yard along Old Dixie Highway near the site driveway entrance. No signage shall be allowed along Richard L. Mark Drive. No wall sign or other signage will be allowed except for on-site directional signage, unless otherwise allowed by the City's sign codes for special event or grand opening.
 5. No outdoor illumination shall spillover into residential areas.
 6. All trees and landscaping within the perimeter buffers shall be allowed to grow and will be maintained to a height to screen the ALF building from adjacent residential areas.
 7. Architectural design of the building shall be generally consistent with that approved with the PUD ordinance unless otherwise approved by the City Council.
 8. Changes to the Master Site Plan\ Preliminary Development Plan or architectural design considered to be insignificant may be approved by the Community Development Director.
 9. Employee parking shall occur at the southwest parking area and visitor parking directed to the southeast parking area. On-site direction signage shall be posted to direct visitor parking as such.
 10. Driveway access to Richard L. Mark Drive will not be allowed.
- C. The Master Plan Site\ Preliminary Development Plan is hereby approved and is part of the PUD zoning ordinance.
- D. The R-3 zoning standards shall apply to the development of the subject property unless as otherwise addressed within the PUD ordinance.

**COMPREHENSIVE
PLAN COMPLIANCE:**

The proposed City PUD zoning is not consistent with the City's Residential Medium (0-10 du/ac) Future Land Use designation. However, DRC finds that the proposed PUD zoning is consistent with the residential Low-Medium (0-7.5 un/ac) Future Land Use designation. Development Plans shall not exceed the density and intensity allowed in the adopted Future Land Use Designation.

Robert K. Dunn et al
6.99 +/- Acres

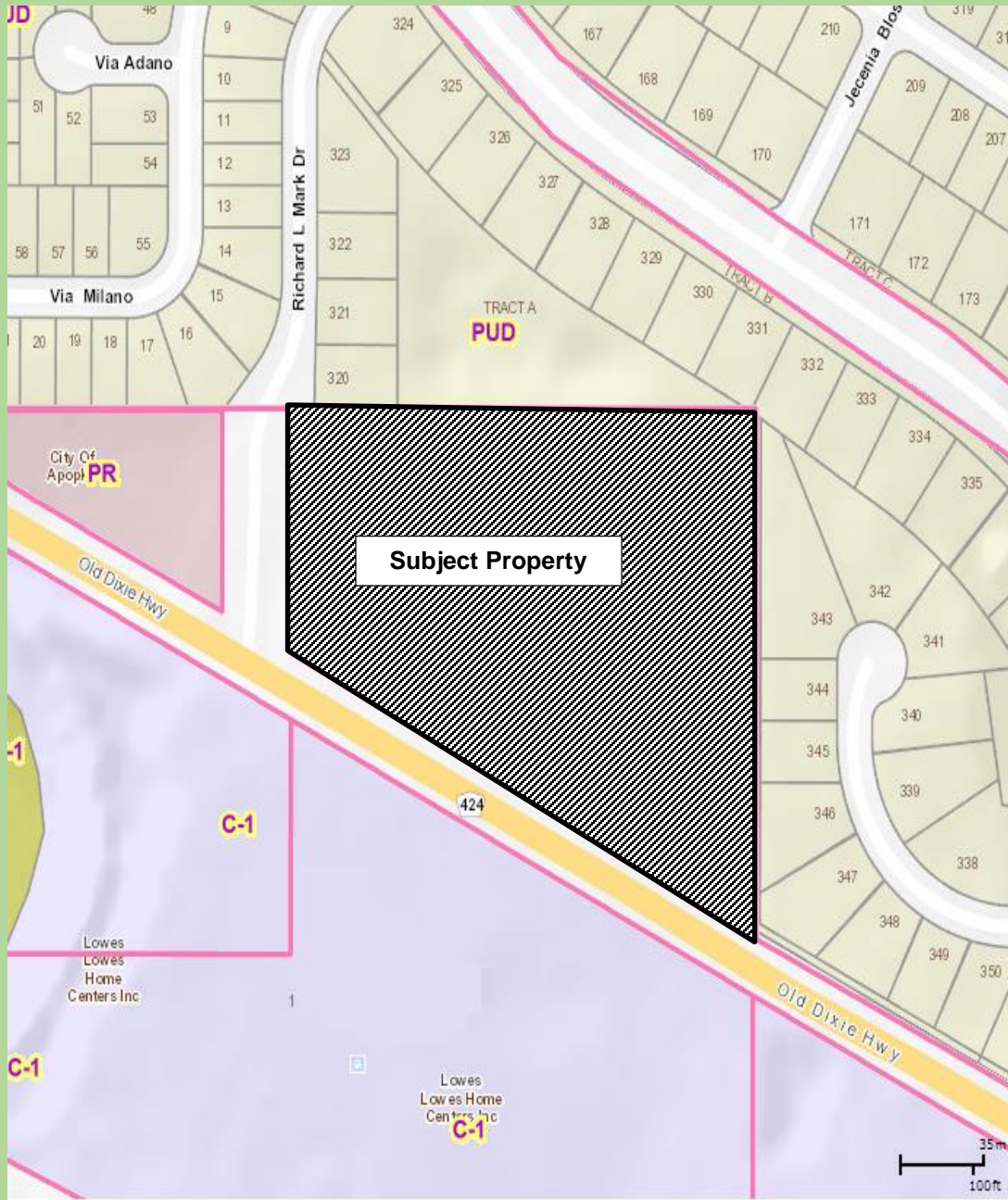
Existing Maximum Allowable Development: .25 FAR
Proposed Maximum Allowable Development: .30 FAR
Request: Amendment to an Existing PUD Master Plan
Parcel ID #s: 05-21-28-0000-00-019, 05-21-28-0000-00-034,
05-21-28-0000-00-035, 05-21-28-0000-00-041



VICINITY MAP



ADJACENT ZONING



ADJACENT USES



ORDINANCE NO. 2518

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING ORDINANCE NUMBER 2355, CHANGING MAXIMUM FLOOR AREA RATIO FROM 0.25 TO 0.30 AND AMENDING THE APPROVED MASTER PLAN\PRELIMINARY DEVELOPMENT PLAN FOR CERTAIN REAL PROPERTY GENERALLY LOCATED NORTH OF OLD DIXIE HIGHWAY, EAST OF RICHARD L. MARK DRIVE, AND SOUTH OF ERROL PARKWAY, COMPRISING 6.99 ACRES MORE OR LESS, AND OWNED BY ROBERT K. DUNN ET. AL.; 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 property owner has requested to amend Ordinance No. 2355, adopted on April 2, 2014, to amend the maximum floor area ratio from 0.25 to .030 and to amend the Master Plan.

WHEREAS, the proposed amendment to Ordinance No. 2355 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 designated as Planned Unit Development (PUD), as defined in the Apopka Land Development Code with the following Master Plan zoning and development standards provisions and, and amendments to Ordinance No. 2355 denoted with an underscore:

A. The uses permitted within the PUD district shall be:

1. A maximum of one-hundred twenty-five (125) Assisted Living Facility (ALF) beds or a maximum of fifty-one (51) permanent residential units. For any Assisted Living Facility, such use shall meet the State of Florida definition for an Assisted Living Facility, at least eighty (80) percent of the beds shall be occupied by those age 55 of over, and the ALF shall follow a policy that demonstrates an intent to provide residential care for those aged 55 or older. A nursing home, group home facility, foster home, drug or alcohol detox center or rehabilitation center or similar emergency shelter are not permissible uses under this PUD zoning ordinance unless as otherwise superseded by Florida Statutes.
2. Any use or activity allowed within the R-3 residential zoning category exception as otherwise noted herein the PUD ordinance. Duplex residential units shall not be allowed.
3. Any building other than single family residential shall be setback a minimum of one hundred (100) feet from the northern and eastern property line, and at minimum of fifty (50) feet from the western property line.
4. Outdoor storage shall not be allowed (including donation bins).

ORDINANCE NO. 2518

PAGE 2

5. No recreation or similar outdoor activities (walking path, gathering places etc.) shall occur within twenty (20) feet of the property line excepting any public sidewalk along Old Dixie Highway.
6. No outdoor activities shall occur after 9:00 PM or before 7:00 AM. Delivery services for shall be limited to similar hours.
7. Regular visitor hours shall be limited to no earlier than 7:00 AM and not later than 11:00 PM except for emergency purposes.
8. Consistent with Section 2.02.02B.5.e. (3)(b), Apopka Land Development Code, no ALF shall be occupied by any person who has been convicted of, entered a plea of guilty or nolo contendere to, or has been found guilty by reason of insanity of a forcible felony under Florida Statutes, a felony of the second degree under Florida Statutes, or any of the sex offenses set forth under Florida Statutes, regardless of whether an adjudication of guilt imposition of sentence was suspended, deferred or withheld.

B. Development Standards:

1. Development standards and setbacks shall comply with those established for the R-3 zoning category, as set forth under Section 2.02.07 of the Land Development Code, unless otherwise approved herein or within the Master Site Plan, or unless the City Council finds, based on substantial competent evidence, a proposed alternative development guideline is adequate to protect the public health safety and welfare, development within the PUD district.
2. Maximum number of stories: two (2).
3. A thirty (30) foot landscape buffer with a six foot high masonry wall shall occur along the northern and eastern property lines, and a fifteen (15) foot landscape buffer along the western property line. Location of the wall and landscaping shall be setback from the northwest property line to accommodate sufficient line-of-sight along Richard L. Mark Drive and to place open space next to the abutting residential lot.
4. If the site is developed as an ALF, monument sign (identification sign) shall be limited to no more than twenty-four (24) square feet, and no electronic reader board will be allowed. The monument sign may be placed within the front yard along Old Dixie Highway near the site driveway entrance. No signage shall be allowed along Richard L. Mark Drive. No wall sign or other signage will be allowed except for on-site directional signage, unless otherwise allowed by the City's sign codes for special event or grand opening.
5. No outdoor illumination shall spillover into abutting residential areas.
6. All trees and landscaping within the perimeter buffers shall be allowed to grow and will be maintained to a height to screen the ALF building from adjacent residential areas.
7. Architectural design of the building shall be generally consistent with that approved with the PUD ordinance unless otherwise approved by the City Council.
8. Changes to the Master Site Plan\ Preliminary Development Plan or architectural design considered to be insignificant may be approved by the Community Development Director or as approved by the City through the Final Development Plan.

9. Employee parking shall be directed to the southwest parking area and visitor parking directed to the southeast parking area. On-site direction signage shall be posted to direct visitor parking as such.
 10. Driveway access to Richard L. Mark Drive shall not be allowed unless needed for emergency access.
 11. Maximum floor area ratio is 0.30 FAR.
- C. The Master Site Plan\ Preliminary Development Plan, Exhibit "A", is hereby approved and is part of the PUD zoning ordinance. Any requisite development standards not addressed within the Master Site Plan\ Preliminary Development Plan shall be addressed within the Final Development Plan.
- D. If a Final Development Plan associated with the PUD district has not been approved by the City within three years after the effective date of this ordinance, the approval of the Master Plan provisions will expire. At such time, the City Council may:
1. Permit a single six-month extension for submittal of the required Final Development Plan;
 2. Allow the PUD zoning designation to remain on the property pending resubmittal of new Master Plan provisions and any conditions of approval; or
 3. Rezone the property to a more appropriate zoning classification.

Section II. That the zoning classification of the following described property, being situated in the City of Apopka, Florida, is hereby Planned Unit Development (PUD/R-3) As defined in the Apopka Land Development Code.

Legal Description:

The East 100 Feet of the North ½ of the West ½ of the Southwest ¼, lying north of Old Brick Road, in Section 5, Township 21 South, Range 28 East, Orange County, Florida

Parcel I.D. # 05-21-28-0000-00-019

1.38 +/- acres

The North ½ of the East ½ of the West ½ of the Southwest ¼ of Section 5, Township 21 South, Range 28 East, lying north of Road, LESS the North 100.00 feet thereof, and also LESS the East 106.00 feet thereof, Orange County, Florida.

Parcel I.D. # 05-21-28-0000-00-034

4.23 +/- acres

The West 6 feet of the East 106 feet of the Northeast ¼ of the Northwest ¼ of the Southwest ¼ lying north of Old Brick Road in Section 5, Township 21 South, Range 28 East, Orange County, Florida.

Parcel I.D. # 05-21-28-0000-00-035

0.80 +/- acre

South 21.69 feet of the North 100.00 feet of the North ½ of the East ½ of the West ½ of the Southwest ¼ of Section 5, Township 21 South, Range 28 East, LESS the East 106.00 feet thereof, Orange County, Florida.

ORDINANCE NO. 2518

PAGE 4

Parcel I.D. # 05-21-28-0000-00-041
1.27 +/- acres

Total Combined Acreage: 6.99 +/- Acres

Section III. That the amendment to Ordinance No. 2355 is consistent with the Comprehensive Plan of the City of Apopka, Florida.

Section IV. That the Community Development Director, or the Director's designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Apopka, Florida, to include said designation.

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

Section VI. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section VII. That this Ordinance shall take effect upon adoption.

READ FIRST TIME: September 21, 2016

READ SECOND TIME
AND ADOPTED: October 5, 2016

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

APPROVED AS TO FORM:

Cliff Shepard, City Attorney

DULY ADVERTISED FOR TRANSMITTAL HEARING: August 26, 2016
September 23, 2016

L:\VHP\Projects\42000 Canterwood Manor Assisted Living\201 Design\20 AutoCAD\1\THCC2436_MJM_APOPKA-1000.dwg Aug 26, 2016 10:02 AM

CIVIL ENGINEERING LEGEND		
EXISTING	PROPOSED	DESCRIPTION
---	---	PROPERTY/RIGHT-OF-WAY LINE
---	---	CENTERLINE
---	---	SECTION/TOWNSHIP/RANGE LINE
---	---	FENCE
---	---	EROSION CONTROL FENCE
---	---	RETAINING WALL
---	---	BUILDING
---	---	PAVEMENT/SCENAL/CURB LINE
25.50	25.50	SPOT ELEVATIONS
25	25	CONTOURS
SA	SA	SANITARY SEWER CLEAN OUT
ST	ST	STORM SEWER
W	W	DOMESTIC WATER
F	F	FIRE MAIN
G	G	GAS MAIN
FM	FM	FORCE MAIN
UE	UE	UNDERGROUND ELECTRIC
OHE	OHE	OVERHEAD ELECTRIC
UT	UT	UNDERGROUND TELEPHONE
OT	OT	OVERHEAD TELEPHONE
UD	UD	UNDERDRAIN
---	---	FIRE HYDRANT
---	---	DOUBLE CHECK VALVE ASSEMBLY
---	---	RED PRESSURE BACKFLOW PREVENTER
---	---	POST INDICATOR VALVE
---	---	VALVE
---	---	VALVE & BOX
---	---	MANHOLE
---	---	WATER METER
---	---	PHONE/POWER/LIGHT POLE
---	---	INLET
---	---	MITERED END
---	---	FLUME
---	---	HEADWALL/ENDWALL
---	---	TRANSFORMER
---	---	DRAINAGE STRUCTURE NUMBER
---	---	SANITARY SEWER STRUCTURE NUMBER
---	---	SECTION CUT
---	---	DETAIL REFERENCE

42000201

(2016) AMENDED MASTER PLAN/PRELIMINARY DEVELOPMENT PLAN

FOR

CANTERWOOD MANOR AT APOPKA

(FORMERLY DIXIE MANOR AT ERROL ESTATES)

CITY OF APOPKA, FLORIDA



SHEET INDEX	
C-001	COVER SHEET
C-100	MASTER SITE PLAN
L-110	LANDSCAPE PLAN
L-511	LANDSCAPE DETAILS
A110	1ST FLOOR
A120	2ND FLOOR
A200	ELEVATIONS

PROPERTY ADDRESS
1791 OLD DIXIE HIGHWAY
APOPKA, FLORIDA 32712

OWNER

ROBERT K. DUAN
3820 TAYSIDE COURT
APOPKA, FLORIDA 32712
PHONE: (407) 573-1817

DEVELOPER

MJM ASSOCIATES, LLC
1030 N. ORANGE AVENUE
SUITE 300
ORLANDO, FLORIDA 32801
PHONE: (407) 233-3514

ENGINEER/ARCHITECT/LANDSCAPE ARCHITECT

HASKELL ARCHITECTS AND ENGINEERS, P.A.
111 RIVERSIDE AVENUE
JACKSONVILLE, FLORIDA 32202
PHONE: 904-791-4500

GENERAL NOTES:

- THE FINAL DEVELOPMENT PLAN AT A MINIMUM SHALL ADDRESS THE INFORMATION REQUIRED UNDER SECTION 12.02.04 OF THE APOPKA LAND DEVELOPMENT CODE.
- FACILITY SHALL CONFORM TO ALL APPLICABLE BUILDING STATUTES, CODES OR ORDINANCES, WHETHER FEDERAL, STATE, COUNTY OR CITY.
- FACILITY SHALL CONFORM TO ALL REQUIREMENTS, RULE AND REGULATIONS OF THE FLORIDA DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES APPLICABLE TO SUCH FACILITIES.
- FACILITY SHALL CONFORM TO ALL LAND DEVELOPMENT CODES AND ORDINANCES PERTAINING TO THESE DISTRICTS AND TO ALL APPLICABLE CITY LICENSING REQUIREMENTS.
- NO FACILITY SHALL BE OCCUPIED BY ANY PERSON WHO HAS BEEN CONVICTED OF, ENTERED A PLEA OF GUILTY OR NOLO CONTENDERE TO, OR HAS BEEN FOUND GUILTY BY REASON OF INSANITY OF A FEROCE FELONY UNDER SECTION 776.08, 1 FLORIDA STATUTES (1985), A FELONY OF THE SECOND DEGREE UNDER SECTION 800.04, FLORIDA STATUTES (1985), OR ANY OF THE SEX OFFENCES SET FORTH UNDER SECTION 917.01(2)(1), FLORIDA STATUTES (1985), REGARDLESS OF WHETHER AN ADJUDICATION OF GUILT OR IMPOSITION OF SENTENCE WAS SUSPENDED, DEFERRED OR WITHHELD.
- ALL SIDEWALKS ALONG OLD DIXIE HIGHWAY AND INTERNAL SHALL MEET ADA REQUIREMENTS AND CITY STANDARDS.
- AN OUTDOOR LIGHTING PLAN PER THE CITY'S DEVELOPMENT DESIGN GUIDELINES SHALL BE PROVIDED WITH THE FINAL DEVELOPMENT PLANS.
- A PHOTOMETRIC LIGHTING PLAN FOR THE SITE SHALL BE PROVIDED AS PART OF THE FINAL DEVELOPMENT PLANS. LIGHTING PLAN SHALL PREVENT LIGHT SPILLOVER INTO RESIDENTIAL AREAS AND LIMIT LUMENS TO 0 AT PROPERTY LINES.
- MONUMENT SIGN SHALL NOT EXCEED 6 FEET IN HEIGHT WITH A MAXIMUM COP AREA OF 24 SQUARE FEET.
- ELECTRONIC READER BOARD IS NOT ALLOWED AS PART OF THE MONUMENT SIGN.
- IF A FINAL DEVELOPMENT PLAN ASSOCIATED WITH THE PUD HAS NOT BEEN APPROVED BY THE CITY WITHIN THREE YEARS AFTER APPROVAL OF THE MASTER PLAN FOR THE PUD, THE APPROVAL OF THE PLANNED UNIT DEVELOPMENT MASTER WILL EXPIRE. ADDITIONALLY, IF MORE THAN TWO YEARS LAPSE BETWEEN THE FINAL DEVELOPMENT PLAN APPROVALS OF ANY SEQUENTIAL PHASES OF THE PUD, THE APPROVAL OF THE PUD WILL EXPIRE.
- THE INACTIVE OVERHEAD UTILITY LINE LOCATED ON THE EASTERN PORTION OF THE SITE WILL BE VACATED AND REMOVED.
- NO ACTIVITY AREAS ARE TO BE LOCATED WITHIN 20 FEET OF THE EASTERN PROPERTY LINE ADJUTTING THE RESIDENTIAL LOTS.
- FIRE HYDRANTS MUST BE LOCATED WITHIN 250 FEET OF THE BUILDING.
- FOLLOW FLORIDA STATUTE 633.027 CONCERNING LIGHT FRAME TRUSS CONSTRUCTION.
- BUILDING WILL BE REQUIRED TO HAVE AUTOMATIC FIRE SPRINKLER SYSTEM.
- BUILDING MUST BE MONITORED BY AN AUTOMATIC FIRE ALARM SYSTEM.
- WE WILL REQUIRE A REMOTE FDC FOR THE FIRE SPRINKLER SYSTEM.
- PROVIDE A FIRE LANE AT THE FDC LOCATION.
- MUST PROVIDE A LOCK BOX NEAR THE FRONT DOOR CAPTAIN BRIAN BOWMAN, OR AN AUTHORIZED REPRESENTATIVE FROM THE FIRE CHIEF'S OFFICE WILL PROVIDE THE FORM WHEN THE TIME COMES.
- FIRE HYDRANT SHALL BE MARKED WITH A BLUE ROAD REFLECTOR.
- FOLLOW CURRENT NFPA AND FLORIDA FIRE PREVENTION CODE CONCERNING FIRE AND LIFE SAFETY.
- ALL ROADWAYS, WATER LINE INFRASTRUCTURE AND FIRE HYDRANTS SHALL BE IN PLACE BEFORE BUILDING CONSTRUCTION MAY BEGIN.

SITE DATA TABLE	
PARCEL ID NUMBER	05-21-28-0000-00-034
PARCEL ID NUMBER	05-21-28-0000-00-041
PARCEL ID NUMBER	05-21-28-0000-00-019
PARCEL ID NUMBER	05-21-28-0000-00-035
PROPOSED USE	ASSISTED LIVING FACILITY
FUTURE LAND USE	RESIDENTIAL MEDIUM LOW DENSITY (0-7.5 DU/AC)
ZONING	PUD/R-3
SITE ACREAGE/SQ. FOOTAGE	6.99 AC./304,291 S.F.
BUILDING HEIGHT	PROPOSED: 35'
1ST FLOOR AREA	52,934 S.F.
2ND FLOOR AREA	33,566 S.F.
OVERALL BUILDING AREA	86,500 S.F.
CALCULATED FLOOR AREA RATIO	0.28
ALLOWABLE FLOOR AREA RATIO	MAXIMUM: 0.30
MAXIMUM GROSS BUILDING AREA	MAXIMUM BASED ON 0.30 FAR: 91,345 S.F.
OPEN SPACE AREA	182067 S.F.
OPEN SPACE RATIO	PROPOSED: 0.60
BUILDING FOOTPRINT	52,934 S.F.
PAVEMENT, CURB, AND SIDEWALK	69,291 S.F.
TOTAL IMPERVIOUS	122,224 S.F. IMPERVIOUS TO SITE RATIO: 0.40
TOTAL PERVIOUS	182,067 S.F. PERVIOUS TO SITE RATIO: 0.60
BUILDING SETBACKS	PROPOSED FRONT: 92' WEST SIDE: 77' REAR: 100' EAST SIDE: 100'
PARKING SPACES	PROVIDED: 70
NUMBER OF BEDS	PROPOSED: 125
NUMBER OF EMPLOYEES	TOTAL: 45 BUSIEST SHIFT: 20
WAIVER REQUEST	YES
VARIANCE REQUEST	NO

AUG 30 2016

VARIANCE (V)/WAIVER (W) TABLE				
CODE #	CODE REQUIREMENT	(V/W)	REQUEST	JUSTIFICATION
6.03.02	2/B 1/250 SF OFFICE	W	PARKING BASED ON ITE MANUAL	SEE ATTACHED
		360		

SECTION 5, TOWNSHIP 21 SOUTH, RANGE 28 EAST



HASKELL ARCHITECTS and ENGINEERS, P.A.
FLORIDA - Architecture # AA20000647 Engineering # 28064



CANTERWOOD MANOR AT APOPKA

MJM ASSOCIATES

1791 STATE ROAD 424, APOPKA, FL 32712

No.	DESCRIPTION	DATE
	PRELIM DRC 3	08/26/16
	PRELIM DRC 2	08/11/16
	PRELIM DRC	07/26/16

We hereby expressly reserve the property rights in this drawing and it is not to be reproduced, copied in any format or manner whatsoever without first obtaining our express written permission and consent.

DRAWN BY:	CHECKED BY:
MWJ	MWJ

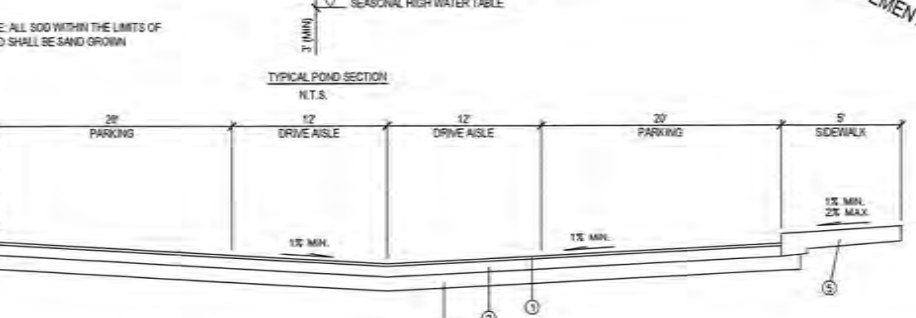
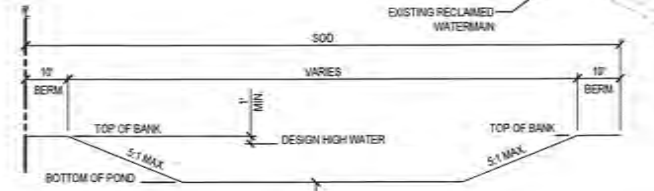
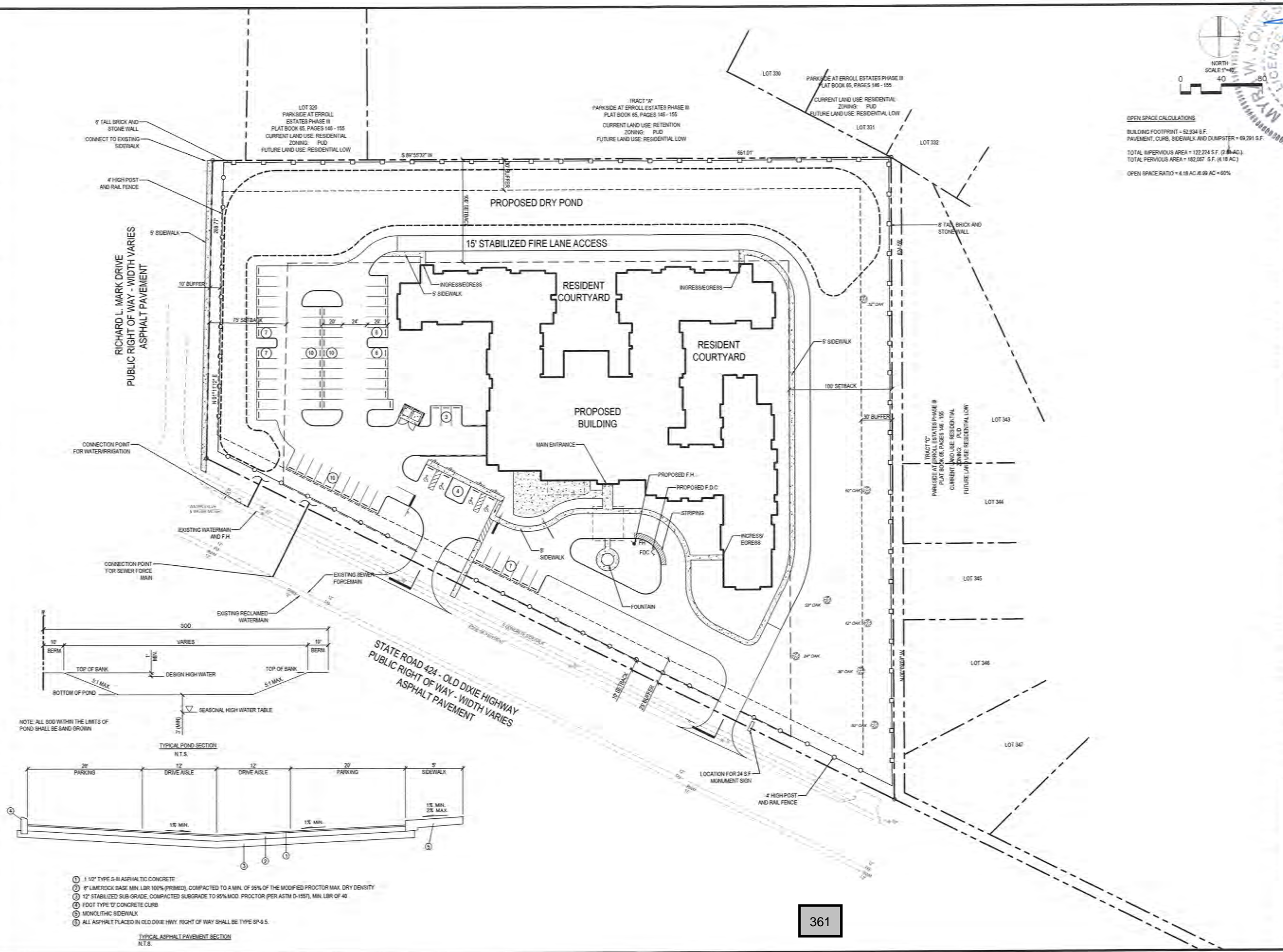
AE JOB NUMBER
42000201

COVER SHEET

C-001
SHEET NUMBER



OPEN SPACE CALCULATIONS
 BUILDING FOOTPRINT = 52,534 S.F.
 PAVEMENT, CURB, SIDEWALK AND DUMPSTER = 69,291 S.F.
 TOTAL IMPERVIOUS AREA = 122,224 S.F. (2.86 AC)
 TOTAL PERVIOUS AREA = 182,067 S.F. (4.18 AC)
 OPEN SPACE RATIO = 4.18 AC / 9.9 AC = 60%



- ① 1 1/2" TYPE S-II ASPHALTIC CONCRETE
- ② 6" LIMEROCK BASE MIN. LBR 100% (PRIMED), COMPACTED TO A MIN. OF 95% OF THE MODIFIED PROCTOR MAX. DRY DENSITY
- ③ 12" STABILIZED SUB-GRADE, COMPACTED SUBGRADE TO 95% MOD. PROCTOR (PER ASTM D-1557), MIN. LBR OF 40
- ④ FOOT TYPE 1' CONCRETE CURB
- ⑤ MONOLITHIC SIDEWALK
- ⑥ ALL ASPHALT PLACED IN OLD DIXIE HWY. RIGHT OF WAY SHALL BE TYPE SP-5.5

TYPICAL ASPHALT PAVEMENT SECTION
N.T.S.

XREF: THCC2436-MJM-ARCH-1-000 [L:\GHP\Projects\42000\Centerwood Manor Assisted Living\201 Design\20 AutoCAD\THCC2436-MJM-ARCH-1-000.dwg]
 XREF: 42000201CM-01 [L:\GHP\Projects\42000\Centerwood Manor Assisted Living\201 Design\20 AutoCAD\42000201CM-01.dwg]
 XREF: 42000201CM-01 [L:\GHP\Projects\42000\Centerwood Manor Assisted Living\201 Design\20 AutoCAD\42000201CM-01.dwg]
 XREF: 42000201CM-29 [L:\GHP\Projects\42000\Centerwood Manor Assisted Living\201 Design\20 AutoCAD\42000201CM-29.dwg]

HASKELL ARCHITECTS and ENGINEERS, P.A.
 FLORIDA - Architecture # AA28000847 Engineering # 26864
 111 Rivington Street
 Jacksonville, Florida 32202
 Phone # 904.731.4000

MJM ASSOCIATES
 CANTERWOOD MANOR AT APOPKA
 1791 STATE ROAD 424, APOPKA, FL 32712

No.	DESCRIPTION	DATE
	PRELIM DRC 2	08/11/16
	PRELIM DRC	07/28/16

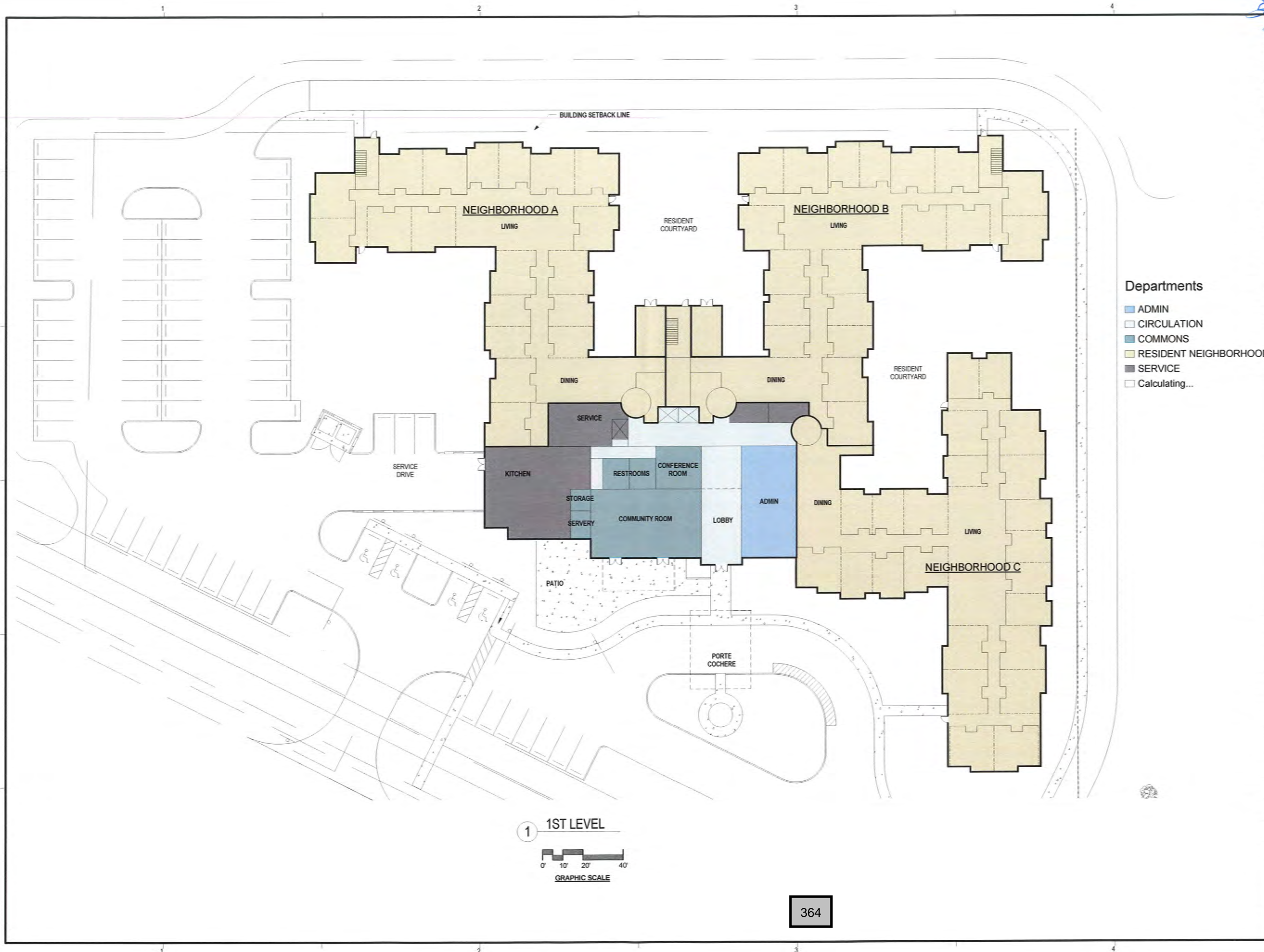
We hereby expressly reserve the property rights in this drawing and it is not to be reproduced, copied in any format or manner whatsoever without first obtaining our express written permission and consent.

DRAWN BY:	CHECKED BY:
MWJ	MWJ

AC JOB NUMBER
42000201

MASTER SITE PLAN

C-100
SHEET NUMBER



- Departments**
- ADMIN
 - CIRCULATION
 - COMMONS
 - RESIDENT NEIGHBORHOOD
 - SERVICE
 - Calculating...

1 1ST LEVEL

GRAPHIC SCALE

364

HASKELL ARCHITECTS and ENGINEERS, P.A.
 FLORIDA - Architecture # AA26000847 Engineering # 26064
 111 Riverside Avenue
 Jacksonville, Florida 32202
 Phone # (904) 791-4800

HASKELL
 HASKELL ARCHITECTS and ENGINEERS, P.A.

CANTERWOOD MANOR AT APOPKA
MJM ASSOCIATES
 1791 STATE ROAD 424, APOPKA, FL 32712

**PRELIMINARY
NOT FOR
CONSTRUCTION**

2 PRELIM DRG 2	8/11/16
1 PRELIM DRG	10/1/16
No	DESCRIPTION DATE

We hereby expressly reserve the property rights to this drawing and it is not to be reproduced, copied in any format or manner whatsoever without first obtaining our express written permission and consent.

DRAWN	CHECKED
Author	Checker
AE JOB NUMBER	
42000201	

1ST FLOOR

A110

SHEET NUMBER



OVERALL BUILDING ELEVATION - NORTH



OVERALL BUILDING ELEVATION - EAST



OVERALL BUILDING ELEVATION - WEST



OVERALL BUILDING ELEVATION - SOUTH



ENLARGED BUILDING ELEVATION - SOUTH

Handwritten signature and notes in blue ink.

HASKELL ARCHITECTS and ENGINEERS, P.A.
 FLORIDA - Architecture # AA26000847 Engineering # 26004



111 Riverside Avenue
 Jacksonville, Florida 32202
 Phone # (904) 761-4500

CANTERWOOD MANOR AT APOPKA

MJM ASSOCIATES

1791 STATE ROAD 424, APOPKA, FL 32712

**PRELIMINARY
 NOT FOR
 CONSTRUCTION**

2	PRELIM DRC 2	8/11/15
1	PRELIM DRC	7/29/15
No.	DESCRIPTION	DATE

We hereby expressly reserve the property rights to this drawing and it is not to be reproduced, copied in any format or manner whatsoever without first obtaining our express written permission and consent.

DRAWN	CHECKED
MEL	MEL

AE JOB NUMBER
 42000201

Elevations

A200
 SHEET NUMBER



OVERALL BUILDING ELEVATION - NORTH



OVERALL BUILDING ELEVATION - EAST



OVERALL BUILDING ELEVATION - WEST



OVERALL BUILDING ELEVATION - SOUTH



ENLARGED BUILDING ELEVATION - SOUTH

Handwritten signature and notes in blue ink.

HASKELL ARCHITECTS and ENGINEERS, P.A.
 FLORIDA - Architecture # AA28000847 Engineering # 28004



111 Riverside Avenue
 Jacksonville, Florida 32202
 Phone # (904) 751-4503

CANTERWOOD MANOR AT APOPKA

MJM ASSOCIATES

1791 STATE ROAD 424, APOPKA, FL 32712

**PRELIMINARY
 NOT FOR
 CONSTRUCTION**

2	PRELIM DRC 2	8/11/16
1	PRELIM DRC 1	7/29/16
No.	DESCRIPTION	DATE

We hereby expressly reserve the property rights to this drawing and it is not to be reproduced, copied in any format or manner whatsoever without first obtaining our express written permission and consent.

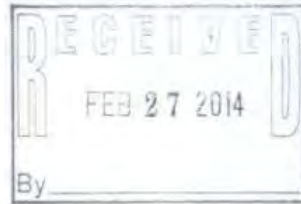
DRAWN	CHECKED
MEL	MEL

AE JOB NUMBER
 42000201

Elevations

A200
 SHEET NUMBER

MASTER SITE PLAN/PRELIMINARY DEVELOPMENT PLAN FOR DIXIE MANOR CITY OF APOPKA, FLORIDA



PROPERTY ADDRESS

1791 OLD DIXIE HIGHWAY
APOPKA, FLORIDA 32712

OWNER/DEVELOPER

ROBERT K. DUNN
3820 TAYSIDE COURT
APOPKA, FLORIDA 32712
PHONE: (407) 579-1617

ENGINEER

HUDAK ENGINEERING, INC.
1344 HARDY AVENUE
ORLANDO, FLORIDA 32803
PHONE: (407) 492-6833
ATTN.: GREG HUDAK, P.E.

ARCHITECT

DDP ARCHITECTS
390 WILMA STREET
LONGWOOD, FLORIDA 32750
PHONE: (407) 870-2575
ATTN.: JAMES GARRITANI

LANDSCAPE ARCHITECT

LANDSCAPE DYNAMICS, INC.
P.O. BOX 2852
WINTER PARK, FLORIDA 32790-2852
PHONE: (407) 579-1811
ATTN.: RANDY BUCHANAN, RLA



VICINITY MAP

INDEX OF SHEETS	
SHEET No.	SHEET TITLE
C-1	COVER SHEET
C-2	SITE PLAN
L-1	LANDSCAPE PLAN
L-2	LANDSCAPE DETAILS & SPECS
A2-1	1ST LEVEL FLOOR PLAN
A2-2	2ND LEVEL FLOOR PLAN
A3-1	BUILDING ELEVATIONS
	SURVEY

GENERAL NOTES:

- THE FINAL DEVELOPMENT PLAN AT A MINIMUM SHALL ADDRESS THE INFORMATION REQUIRED UNDER SECTION 12.02.04 OF THE APOPKA LAND DEVELOPMENT CODE.
- FACILITY SHALL CONFORM TO ALL APPLICABLE BUILDING STATUTES, CODES OR ORDINANCES, WHETHER FEDERAL, STATE, COUNTY OR CITY.
- FACILITY SHALL CONFORM TO ALL REQUIREMENTS, RULE AND REGULATIONS OF THE FLORIDA DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES APPLICABLE TO SUCH FACILITIES.
- FACILITY SHALL CONFORM TO ALL LAND DEVELOPMENT CODES AND ORDINANCES PERTAINING TO THESE DISTRICTS AND TO ALL APPLICABLE CITY LICENSING REQUIREMENTS.
- NO FACILITY SHALL BE OCCUPIED BY ANY PERSON WHO HAS BEEN CONVICTED OF, ENTERED A PLEA OF GUILTY OR NOLO CONTENDERE TO, OR HAS BEEN FOUND GUILTY BY REASON OF INSANITY OF A FORTABLE FELONY UNDER SECTION 778.08, 1 FLORIDA STATUTES (1985), A FELONY OF THE SECOND DEGREE UNDER SECTION 800.04, FLORIDA STATUTES (1985), OR ANY OF THE SEX OFFENSES SET FORTH UNDER SECTION 917.02(1), FLORIDA STATUTES (1985), REGARDLESS OF WHETHER AN ADJUDICATION OF GUILT ON IMPOSITION OF SENTENCE WAS SUSPENDED, DEFERRED OR WITHHELD.
- ALL SIDEWALKS ALONG OLD DIXIE HIGHWAY AND INTERNAL SHALL MEET ADA REQUIREMENTS AND CITY STANDARDS.
- AN OUTDOOR LIGHTING PLAN PER THE CITY'S DEVELOPMENT DESIGN GUIDELINES SHALL BE PROVIDED WITH THE FINAL DEVELOPMENT PLANS.
- A PHOTOMETRIC LIGHTING PLAN FOR THE SITE SHALL BE PROVIDED AS PART OF THE FINAL DEVELOPMENT PLANS. LIGHTING PLAN SHALL PREVENT LIGHT SPILLOVER INTO RESIDENTIAL AREAS AND LIMIT LUMENS TO 0 AT PROPERTY LINES.
- MONUMENT SIGN SHALL NOT EXCEED 6 FEET IN HEIGHT WITH A MAXIMUM COP AREA OF 32 SQUARE FEET.
- ELECTRONIC READER BOARD IS NOT ALLOWED AS PART OF THE MONUMENT SIGN.
- IF A FINAL DEVELOPMENT PLAN ASSOCIATED WITH THE PUD HAS NOT BEEN APPROVED BY THE CITY WITHIN THREE YEARS AFTER APPROVAL OF THE MASTER PLAN FOR THE PUD, THE APPROVAL OF THE PLANNED UNIT DEVELOPMENT MASTER PLAN WILL EXPIRE. ADDITIONALLY, IF MORE THAN TWO YEARS LAPSE BETWEEN THE FINAL DEVELOPMENT PLAN APPROVALS OF ANY SEQUENTIAL PHASES OF THE PUD, THE APPROVAL OF THE PUD MASTER PLAN SHALL EXPIRE.
- THE INACTIVE OVERHEAD UTILITY LINE LOCATED ON THE EASTERN PORTION OF THE SITE WILL BE VACATED AND REMOVED.
- NO ACTIVITY AREAS ARE TO BE LOCATED WITHIN 20 FEET OF THE EASTERN PROPERTY LINE ABUTTING THE RESIDENTIAL LOTS.

SITE DATA TABLE	
PARCEL ID NUMBER	05-21-28-0000-00-034
PARCEL ID NUMBER	05-21-28-0000-00-041
PARCEL ID NUMBER	05-21-28-0000-00-019
PARCEL ID NUMBER	05-21-28-0000-00-035
PROPOSED USE	ASSISTED LIVING FACILITY
FUTURE LAND USE	EXISTING: LOW DENSITY RESIDENTIAL PROPOSED: MEDIUM DENSITY RESIDENTIAL
ZONING	EXISTING: R-3 (ZIP) PROPOSED: PUD
ACREAGE/SQUARE FOOTAGE	6.99 AC./304,484 S.F.
BUILDING HEIGHT	PROPOSED: 35 FT MAX: 35 FT
FLOOR AREA RATIO	PROPOSED: 0.25 MAX. 0.25
OPEN SPACE RATIO	PROPOSED: 0.65 MIN. 0.30
BUILDING SETBACKS	PROPOSED FRONT: 92' WEST SIDE: 77' REAR: 100' EAST SIDE: 100' REQUIRED FRONT: 10' WEST SIDE: 75' REAR: 100' EAST SIDE: 100'
PARKING SPACES	PROVIDED: 70 REQUIRED: SEE BELOW
NUMBER OF BEDS	140
NUMBER OF EMPLOYEES	TOTAL: 45 BUSIEST SHIFT: 20
WAIVER REQUEST	YES: X NO:
VARIANCE REQUEST	YES: NO: X

VARIANCE (V)/WAIVER (W) TABLE			
CODE #	CODE REQUIREMENT	(V/W) REQUEST	JUSTIFICATION
6.03.02	2/BEDROOM+1/250 SF OFFICE	W	PARKING BASED ON ITE MANUAL SEE ATTACHED

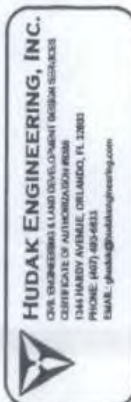
SECTION 5, TOWNSHIP 21 SOUTH, RANGE 28 EAST

DATE	REVISIONS

DRAWN BY	SMI	DESIGN BY	GDH	CHECKED BY	GDH	APPROVED BY	GDH

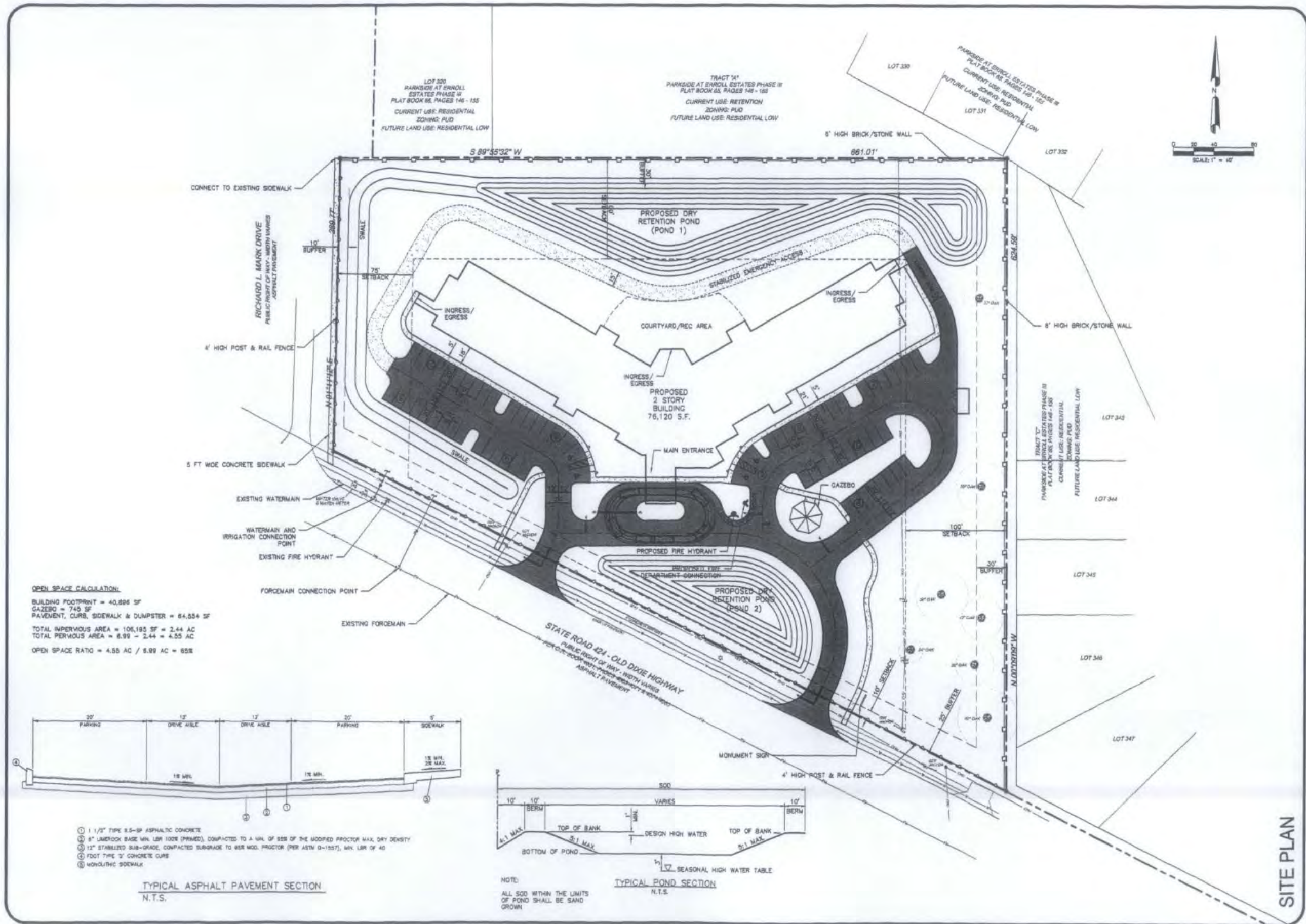


MASTER SITE PLAN/PRELIMINARY DEVELOPMENT PLAN-DIXIE MANOR
 CITY OF APOPKA, FLORIDA

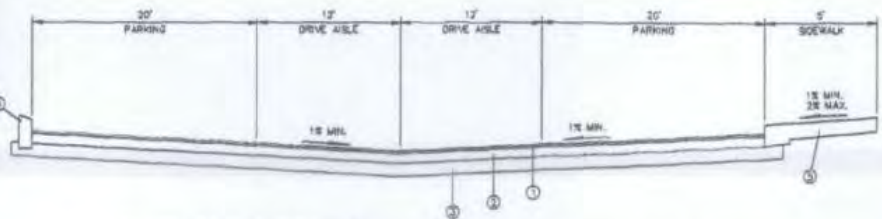


DATE: FEBRUARY 2014

SHEET NO. **C-1**
1 of 2

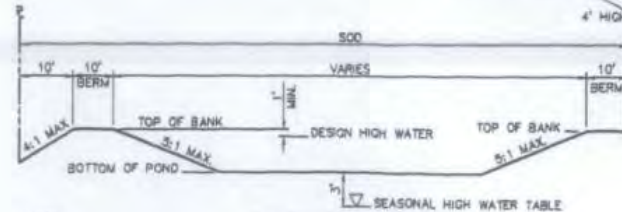


OPEN SPACE CALCULATION:
 BUILDING FOOTPRINT = 40,896 SF
 GAZEBO = 745 SF
 PAVEMENT, CURB, SIDEWALK & DUMPSTER = 84,554 SF
 TOTAL IMPERVIOUS AREA = 106,195 SF = 2.44 AC
 TOTAL PERVIOUS AREA = 8.99 - 2.44 = 4.55 AC
 OPEN SPACE RATIO = 4.55 AC / 8.99 AC = 50%



- ① 1 1/2" TYPE 8.5-SP ASPHALTIC CONCRETE
- ② 8" LIME ROCK BASE MIN. LBR 100% (PRIMED), COMPACTED TO A MIN. OF 95% OF THE MODIFIED PROCTOR MAX. DRY DENSITY
- ③ 12" STABILIZED SUB-GRADE, COMPACTED SUBGRADE TO 95% MOD. PROCTOR (PER ASTM D-1557), MIN. LBR OF 40
- ④ FOOT TYPE 1" CONCRETE CURB
- ⑤ MONOLITHIC SIDEWALK

TYPICAL ASPHALT PAVEMENT SECTION
 N.T.S.



NOTE:
 ALL SOG WITHIN THE LIMITS OF POND SHALL BE SAND GROWN
 TYPICAL POND SECTION
 N.T.S.

REVISIONS:

DATE	BY	DESCRIPTION

DRAWN BY	DESIGN BY	CHECKED BY	APPROVED BY
SMI	GDH	GDH	GDH

GREG HENDAK
 PE # 54884

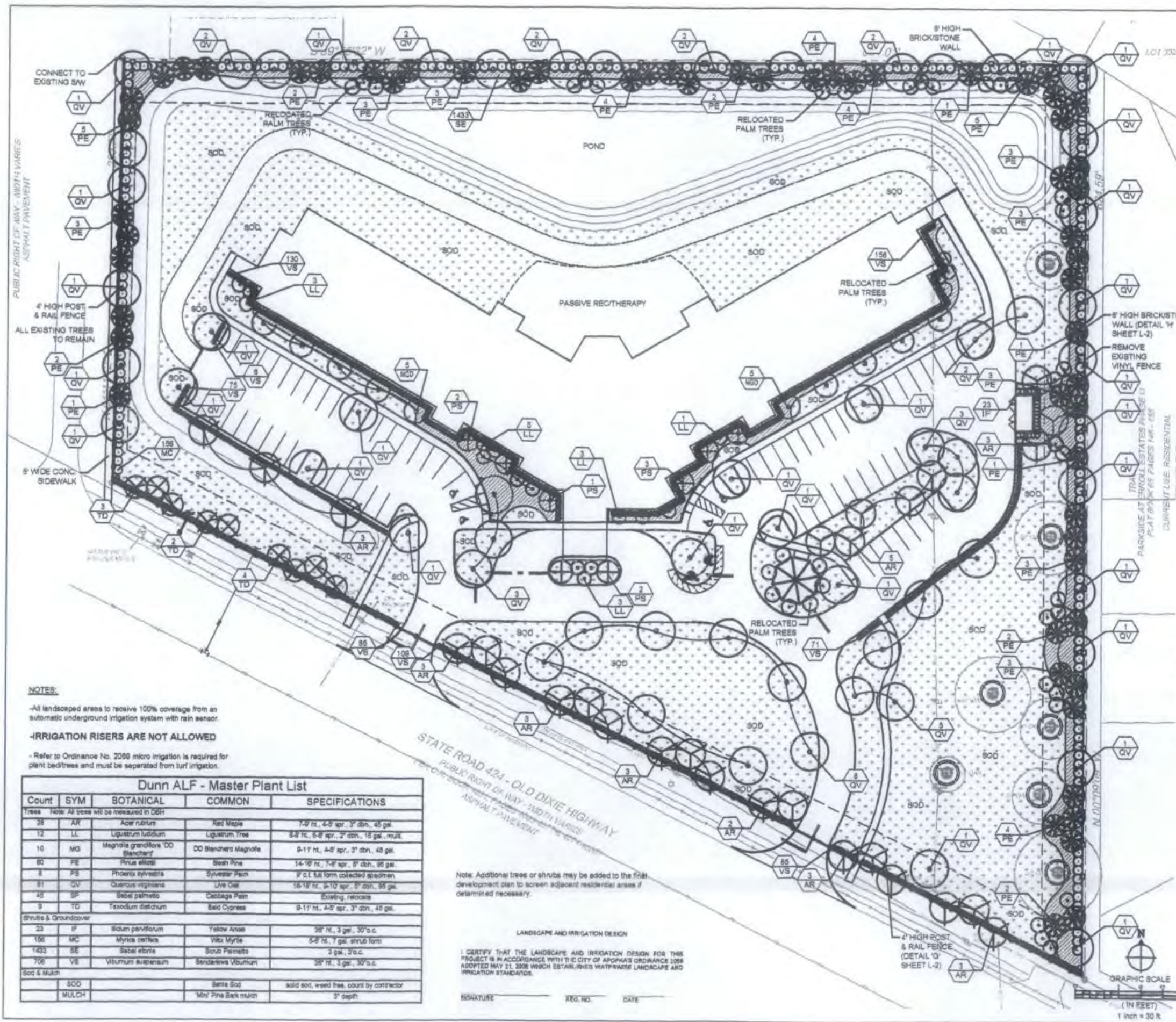
MASTER SITE PLAN/PRELIMINARY DEVELOPMENT PLAN-DIXIE MANOR
 CITY OF APOPKA, FLORIDA

HUDAK ENGINEERING, INC.
 CIVIL ENGINEERING & LAND DEVELOPMENT DESIGN SERVICES
 CERTIFICATE OF AUTHORIZATION #1338
 134 HANFORD AVENUE, ORLANDO, FL 32801
 PHONE: (407) 800-8823
 EMAIL: greg@hudakengineering.com

DATE:
 FEBRUARY 2014

SHEET NO.
C-2
 2 of 2

SITE PLAN



LANDSCAPE TABULATION
GENERAL REQUIREMENTS
 Apopka Land Development Code Applies
 Chapter 24, Landscaping, Buffering, and Open Space

Landscape Adjacent to Street Right-of-Way
 (1 canopy tree per 30 LF, and 36" Hedge)
 South \pm 747' - 60' (impervious) = 567'
 Trees Required: 20 Canopy
 Trees Provided: 30 Canopy

Landscape Adjacent to Other Properties
 (1 canopy tree per 35 (L.))
 North \pm 661'
 Trees Required: 19 Canopy
 Trees Provided: 39 Canopy

East \pm 624'
 Trees Required: 18 Canopy
 Trees Provided: 28 Canopy + 5 Existing

West \pm 290'
 Trees Required: 8 Canopy
 Trees Provided: 13 Canopy

TREE PROTECTION SYMBOLS

○ TREES TO BE SAVED
 ✕ TREES TO BE REMOVED

Trees to be Saved

Type	Count	Size	Inches
Oak	1	24"	24
Oak	1	32"	32
Oak	1	36"	36
Oak	1	42"	42
Oak	2	50"	50
Oak	1	60"	60
Total	7		224

TREE REMOVAL AND REPLACEMENT

TOTAL TREE INCHES ON-SITE = 224"
 TOTAL TREE INCHES REMOVED = 0"
 TOTAL TREE INCHES REPLACED = N.A.

MAXIMUM TREE STOCK FORMULA AND CALCULATIONS = N.A.

QUANTITY OF SPECIMEN TREES (24" OR GREATER) BEING REMOVED = 0

SITE CLEARING AREA IN SQUARE FEET AND ACRES = 293,625 sq. ft., 6.7 acres

NOTE: NO TREES ON SITE ARE TO BE REMOVED. UNSURVEYED PALMS ARE TO BE RELOCATED TO THE PROVIDED LOCATIONS.

NOTES:

-All landscaped areas to receive 100% coverage from an automatic underground irrigation system with rain sensor.

-IRRIGATION RISERS ARE NOT ALLOWED

-Refer to Ordinance No. 2068 micro irrigation is required for plant bed/trees and must be separated from turf irrigation.

Dunn ALF - Master Plant List

Count	SYM	BOTANICAL	COMMON	SPECIFICATIONS
28	AR	Acer rubrum	Red Maple	7-8' ht., 4-5" spr., 3" dbh., 45 gal.
12	LL	Ligustrum lucidum	Ligustrum Tree	6-8' ht., 5-6" spr., 2" dbh., 15 gal., multi
10	MG	Magnolia grandiflora 'D.D. Blanchard'	D.D. Blanchard Magnolia	9-11' ht., 4-6" spr., 3" dbh., 48 gal.
80	PE	Pinus elliotii	Bean Pine	14-16' ht., 7-8" spr., 5" dbh., 90 gal.
8	PS	Phoenix sylvatica	Sylvester Palm	9" c.t. ball form collected specimen
81	QV	Quercus nigra	Live Oak	16-18' ht., 9-10" spr., 5" dbh., 95 gal.
45	SP	Sabal palmetto	Cabbage Palm	Existing, relocate
9	TD	Taxodium distichum	Bald Cypress	9-11' ht., 4-5" spr., 3" dbh., 45 gal.
Shrubs & Groundcover				
23	IF	Ilex pedunculata	Yellow Anise	36" ht., 3 gal., 30% c.
156	MC	Myrica carolina	Viburnum	5-6' ht., 7 gal. shrub form
1432	SE	Sabal elaeagnifolium	Scrub Palmetto	3 gal., 30% c.
706	VS	Viburnum suspensum	Sandbarren Viburnum	36" ht., 3 gal., 30% c.
Sod & Mulch				
	SCD		Santa Sod	solid sod, weed free, count by contractor
	MULCH		Mix Pine Bark mulch	3" depth

Note: Additional trees or shrubs may be added to the final development plan to screen adjacent residential areas if determined necessary.

LANDSCAPE AND IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 1058 ADOPTED MAY 21, 2008 WHICH ESTABLISHES MINIMUM LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE _____ REG. NO. _____ DATE _____

NOTE: Failure to notify Landscape Architect of plan, detail, or modification discrepancies prior to construction, makes contractor responsible for all costs incurred for construction changes, not the owner or his representative (Landscape Dynamics Construction Co., Inc.). The Owner must maintain the height of all plants within the "Line-Of-Site" triangle area to a height of no greater than 24" above grade for shrubs and groundcover, and tree including 60% less than 72" above fresh grade to reduce clear site line views around traffic at road and driveway intersections. Landscape Dynamics Construction Co., Inc., is not responsible for continued maintenance of such plant material. The owner, leasing company and/or the landscape maintenance company accepts full responsibility for these maintenance requirements. LANDSCAPE CONTRACTOR TO HAVE WATER ALL PLANT / TREE MATERIAL FOR AT LEAST 30 DAYS AFTER INSTALLATION.

48 HOURS BEFORE YOU DIG
 CALL SUNSHINE
 1-800-432-4770 or 811
 IT'S THE LAW IN FLORIDA
 FLORIDA LAW REQUIRES
 ESCORTS TO NOTIFY
 OWNERS OF UNDERGROUND
 FACILITIES NO LESS THAN TWO
 (2) DAYS BEFORE TO EXCAVATION

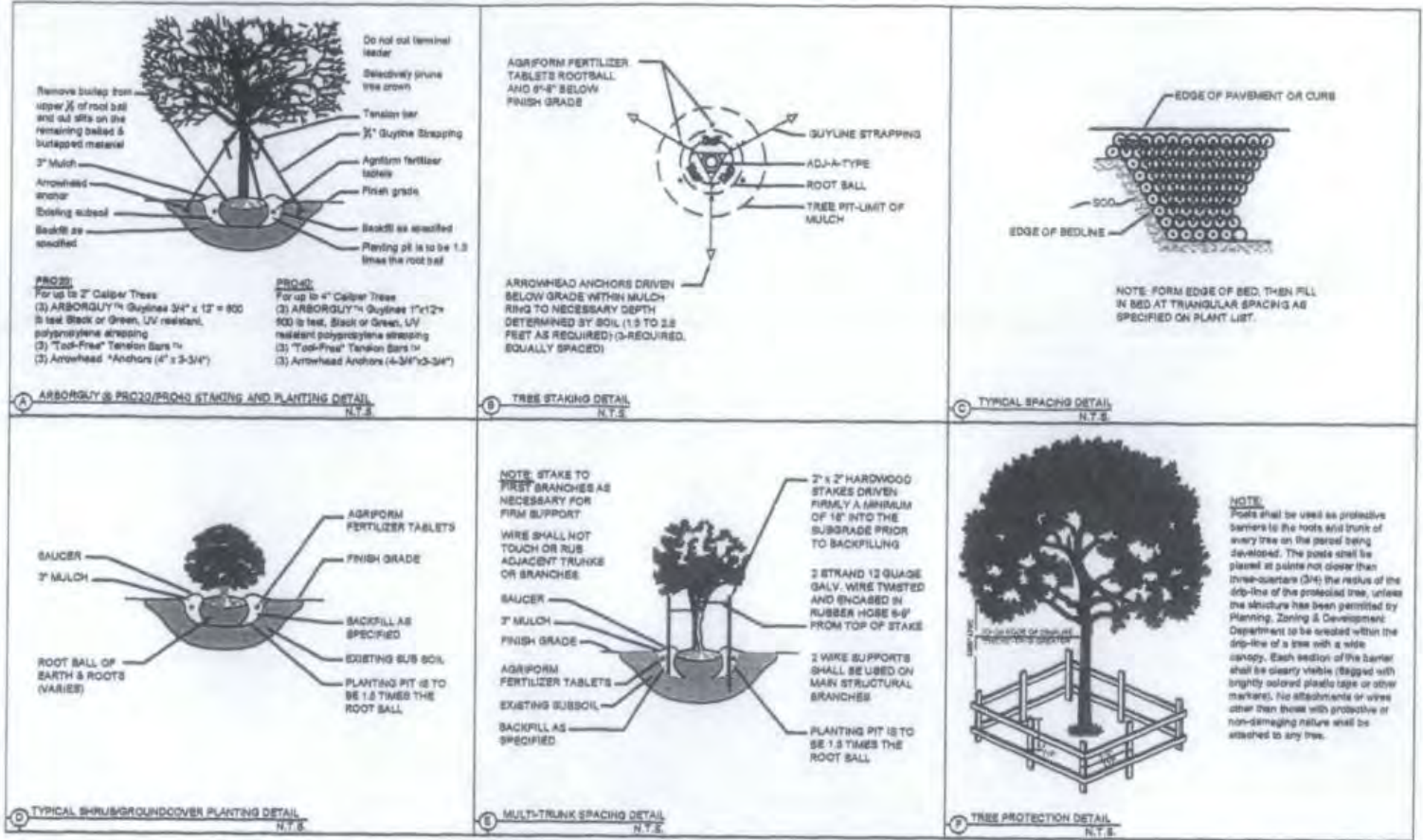
LANDSCAPE ARCHITECTS AND PLANNERS

LANDSCAPE ARCHITECTS

Landscape Plan
 Dixie Manor
 Apopka, Florida

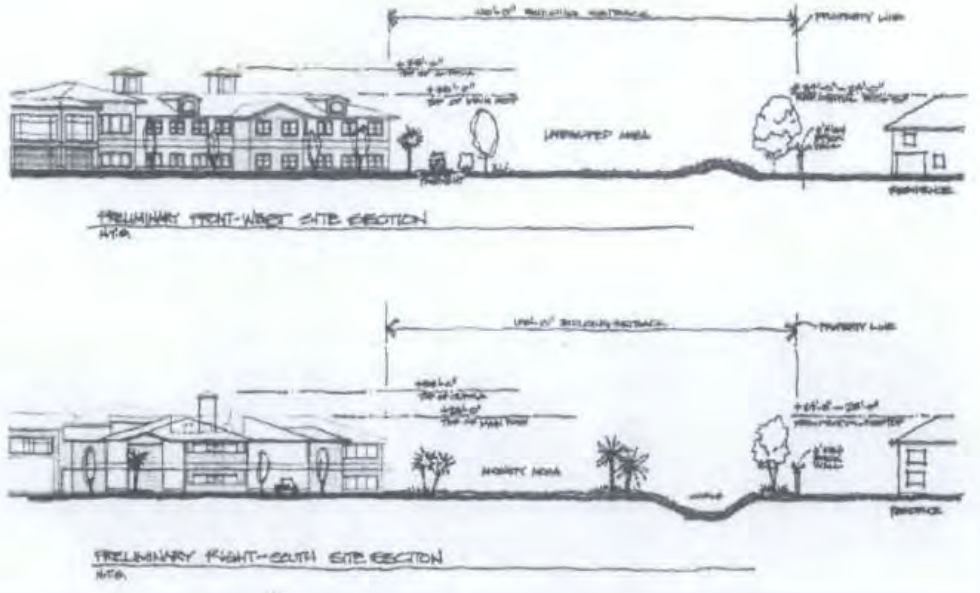
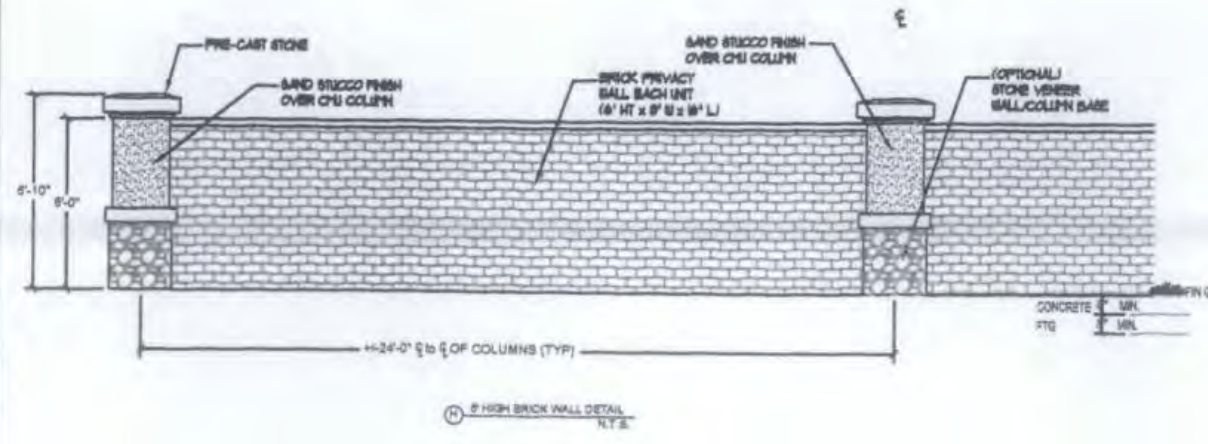
Robert K. Dunn, Trust
 3000 Lakeside Court
 Apopka, FL 32712
 Phone: 407-679-1817

48 HOURS BEFORE YOU DIG
 CALL SUNSHINE
 1-800-432-4770 or 811
 IT'S THE LAW IN FLORIDA
 FLORIDA LAW REQUIRES
 ESCORTS TO NOTIFY
 OWNERS OF UNDERGROUND
 FACILITIES NO LESS THAN TWO
 (2) DAYS BEFORE TO EXCAVATION



GENERAL LANDSCAPE NOTES:

- Landscape contractor (LC) shall be responsible for all materials and work called for on the landscape plans and in the landscape notes and legend. Plant specifications are minimum acceptable sizes. Plans shall rule if there are any quantity discrepancies between the legend and plans. Final quantity takeoffs are the responsibility of the LC. Notify the Landscape Architect of any discrepancies.
- LC shall comply with all local codes and ordinances and obtain all permits and bonds necessary to construct the project.
- LC shall coordinate their work with other contractors to assure efficient and timely completion of the work.
- LC shall be responsible for supplying all materials, labor, and equipment for the performance of the work.
- LC to verify all existing grades, dimensions, adequate drainage, suitable planting soil and field conditions and notify owner of discrepancies before proceeding with work. Per FL Statutes, LC to call Sunshine State One (811) 72 hours prior to digging to have all utilities located.
- LC to protect existing utilities, structures, surfaces, and vegetation noted to be saved and be responsible for repair/replacement.
- Round-Up shall be applied twice at ten day intervals onto all existing vegetation, sod, and groundcover areas that are to be replanted. Extreme care shall be taken to prevent overspray and/or drift onto existing plant material to be saved. Mfr's recommendations shall be followed. Remaining weeds and their roots shall be removed by hand prior to installation of plants. Resprouting weeds and plants are the responsibility of the LC through the one year warranty period.
- All plant materials shall be graded Florida No. 1 or better as outlined under current Grades and Standards for Nursery Plants, Division of Plant Industry, State of Florida, unless otherwise noted. All plants not listed shall conform to a Florida No. 1 or better as to: (1) health and vitality, (2) condition of foliage, (3) root system, (4) freedom from pest or mechanical damage, (5) heavily branched and densely foliated according to the accepted normal shape of the species. **LC to obtain written certification from nurseries that plant materials are Florida No. 1 or better.** Trees up to 4" caliper measured at 8" above soil line and over 4" caliper at 12" above soil line unless otherwise noted. All specifications to be met or exceeded unless otherwise noted. All rootballs and containers to be free of weeds and their roots.
- Planting soil of Fla. peat mixed 1/2 with clean topsoil for the backfilling of plant pits and beds shall be required only if existing soil is unsuitable for planting and/or contains lime rock or construction debris (to be removed).
- Trees and palms shall be installed so their top main root at the trunk is visible and 2" above finished grade. If root is buried, remove soil from the top of the rootball prior to installation. Do not apply the 1 1/2" of mulch to the top of the rootball until after inspection of each tree or palm.
- Landscape Architect is not responsible for adverse soil or drainage conditions, determining sub-surface soil conditions, underground objects/utilities or the accuracy of property lines or information portrayed on surveys or on documents or plans provided by others. Owner or their agent is solely responsible for future maintenance of all plantings to maintain safe visibility within all visibility sight triangles and vehicular use and pedestrian areas within and immediately adjacent to the site.
- Finished grade prior to mulching or sodding to be 3" below top of adjacent surfaces such as walks, curbs and driveways extending perpendicularly from the surface edge for a minimum distance of 18", See Detail.
- All palms, trees, shrubs, and groundcovers shall be fertilized with Agriform 20-10-5 or Siems Tabs 16-8-12 planting tablets. One tablet/ 1 gal, 2 tablets/ 3 gal, 3 tablets/ 5 or 7 gal, 4 tablets/ 10 gal and one tablet/ each 1/2" of tree trunk diameter. Application shall be as per the details and mfr's recommendation.
- All planting beds (except for annuals) and trees to receive med. pine bark mulch. Due to environmental concerns, cypress mulch shall NOT be used. All tree rootballs (which require 4 foot wide mulch rings in turf areas) shall be mulched to a maximum 1 1/2" depth (to aid water penetration) following inspection. All other planting beds to receive a 3" depth. Mulch shall not touch trunks or stems or be applied within the crowns of groundcovers or over their branches or foliage. Mulch is to be applied by hand and shall not be "blown in".
- LC to maintain all plant material in a plumb, upright and stable condition. All trees/palms to be guyed/staked as per details.
- LC to remove all bags (unless biodegradable), tags, ties, wires, ropes, stakes and nursery attachments from all plant material.
- LC shall be responsible to keep plant material in a healthy, watered, insect/pest free condition until owner's final acceptance.
- LC to provide a one-year warranty for trees/palms, shrubs, groundcovers, and vines and thirty days for sod. Warranty period shall start with final acceptance by owner. All plant material shall be alive and in satisfactory growth at the end of the warranty period. Replacement plant material shall be warranted for ninety days (sod for thirty days) from replacement date.
- Warranty shall apply only to material that dies due to poor quality, improper handling, or installation practices. Generally, material transplanted on-site shall not be warranted. Adverse weather conditions shall not apply. Proper watering and maintenance are the owner's responsibility during the warranty period.
- Provide 100% coverage of all landscape areas using automatic underground irrigation system with rain sensor.



LANDSCAPE AND IRRIGATION DESIGN

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

SIGNATURE _____ REC. NO. _____ DATE _____

NOTE: Failure to notify Landscape Architect of plan, detail, or specification discrepancies prior to construction makes contractor responsible for all costs incurred for reconstruction charges, not the owner or his representative (Landscape Dynamics Construction Co. Inc.). The Owner must maintain the height of all plants within the "Low-Cl-Site" triangle area to a height of no greater than 24" above grade for shrubs and groundcover, and tree planting 10' lower than 72" above finish grade, to insure clear site line views around traffic at road level driveway intersections. Landscape Dynamics Construction Co. Inc. is not responsible for continued maintenance of such plant material. The owner, leaving warranty and/or the landscape maintenance company accepts full responsibility for these maintenance requirements. LANDSCAPE CONTRACTOR TO HAND WATER ALL PLANT / TREE MATERIAL FOR AT LEAST 30 DAYS AFTER INSTALLATION.

48 HOURS BEFORE YOU DIG
CALL SUNSHINE
1-800-327-8778 or 811
IT'S THE LAW IN FLORIDA
FLORIDA LAW REQUIRES
ELECTRICIANS TO NOTIFY
OWNER'S OF UNDERGROUND
UTILITIES NO LESS THAN TWO
BUSINESS DAYS BEFORE
DIGGING

LANDSCAPE ARCHITECTS AND PLANNERS

Robert K. Dump, Trust
3230 Fairway Court
Apopka, FL 32712
PHN: 407-578-1917

LANDSCAPE ARCHITECTS AND PLANNERS

Landscape Details and Specs
Dixie Major
Apopka, Florida

PCD 0024 0001 - Water Plant, Florida 00700-0000

DATE: 11/11/11

SCALE: AS SHOWN

PROJECT: 11-11-11

DATE: 11/11/11

SCALE: AS SHOWN

PROJECT: 11-11-11

SHEET INFORMATION

DATE:	JANUARY 28, 2011
DESIGNER:	NAB
PROJECT NO.:	-
REVISION BY:	JAG

REVISION	DATE

EXTERIOR ELEVATIONS

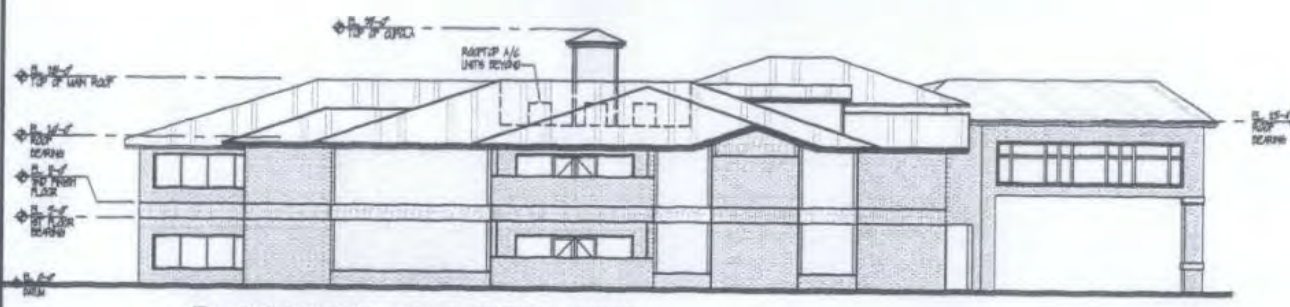
A3.1



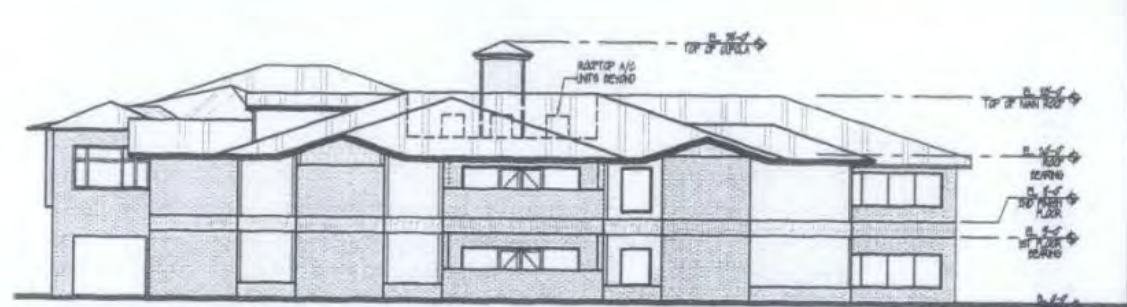
1 PRELIMINARY FRONT ELEVATION - SOUTH
SCALE: 3/32" = 1'-0"



2 PRELIMINARY REAR ELEVATION - NORTH
SCALE: 3/32" = 1'-0"



3 PRELIMINARY LEFT ELEVATION - WEST
SCALE: 3/32" = 1'-0"



4 PRELIMINARY RIGHT ELEVATION - EAST
SCALE: 3/32" = 1'-0"

ORDINANCE NO. 2355

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM "COUNTY" R-3 TO "CITY" PLANNED UNIT DEVELOPMENT (PUD/R-3) FOR CERTAIN REAL PROPERTY GENERALLY LOCATED NORTH OF OLD DIXIE HIGHWAY, EAST OF RICHARD L. MARK DRIVE, AND SOUTH OF ERROL PARKWAY, COMPRISING 6.98 ACRES MORE OR LESS, AND OWNED BY ROBERT K. DUNN ET. AL.; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, to manage the growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

WHEREAS, the City of Apopka has requested a change in zoning on said property as identified in Section I of this ordinance; and

WHEREAS, the proposed Planned Unit Development (PUD/R-3) 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 designated as Planned Unit Development (PUD), as defined in the Apopka Land Development Code, and with the following Master Plan zoning and development standards provisions:

A. The uses permitted within the PUD district shall be:

1. A maximum of one-hundred twenty-five (125) Assisted Living Facility (ALF) beds or a maximum of fifty-one (51) permanent residential units. For any Assisted Living Facility, such use shall meet the State of Florida definition for an Assisted Living Facility, at least eighty (80) percent of the beds shall be occupied by those age 55 of over, and the ALF shall follow a policy that demonstrates an intent to provide residential care for those aged 55 or older. A nursing home, group home facility, foster home, drug or alcohol detox center or rehabilitation center or similar emergency shelter are not permissible uses under this PUD zoning ordinance unless as otherwise superseded by Florida Statutes.
2. Any use or activity allowed within the R-3 residential zoning category exception as otherwise noted herein the PUD ordinance. Duplex residential units shall not be allowed.
3. Any building other than single family residential shall be setback a minimum of one hundred (100) feet from the northern and eastern property line, and at minimum of fifty (50) feet from the western property line.
4. Outdoor storage shall not be allowed (including donation bins).
5. No recreation or similar outdoor activities (walking path, gathering places etc.) shall occur within twenty (20) feet of the property line excepting any public sidewalk along Old Dixie Highway.
6. No outdoor activities shall occur after 9:00 PM or before 7:00 AM. Delivery services for shall be limited to similar hours.
7. Regular visitor hours shall be limited to no earlier than 7:00 AM and not later than 11:00 PM except for emergency purposes.

8. Consistent with Section 2.02.02B.5.e. (3)(b), Apopka Land Development Code, no ALF shall be occupied by any person who has been convicted of, entered a plea of guilty or nolo contendere to, or has been found guilty by reason of insanity of a forcible felony under Florida Statutes, a felony of the second degree under Florida Statutes, or any of the sex offenses set forth under Florida Statutes, regardless of whether an adjudication of guilt imposition of sentence was suspended, deferred or withheld.

B. Development Standards:

1. Development standards and setbacks shall comply with those established for the R-3 zoning category, as set forth under Section 2.02.07 of the Land Development Code, unless otherwise approved herein or within the Master Site Plan, or unless the City Council finds, based on substantial competent evidence, a proposed alternative development guideline is adequate to protect the public health safety and welfare, development within the PUD district.
 2. Maximum number of stories: two (2).
 3. A thirty (30) foot landscape buffer with a six foot high masonry wall shall occur along the northern and eastern property lines, and a fifteen (15) foot landscape buffer along the western property line. Location of the wall and landscaping shall be setback from the northwest property line to accommodate sufficient line-of-sight along Richard L. Mark Drive and to place open space next to the abutting residential lot.
 4. If the site is developed as an ALF, monument sign (identification sign) shall be limited to no more than twenty-four (24) square feet, and no electronic reader board will be allowed. The monument sign may be placed within the front yard along Old Dixie Highway near the site driveway entrance. No signage shall be allowed along Richard L. Mark Drive. No wall sign or other signage will be allowed except for on-site directional signage, unless otherwise allowed by the City's sign codes for special event or grand opening.
 5. No outdoor illumination shall spillover into abutting residential areas.
 6. All trees and landscaping within the perimeter buffers shall be allowed to grow and will be maintained to a height to screen the ALF building from adjacent residential areas.
 7. Architectural design of the building shall be generally consistent with that approved with the PUD ordinance unless otherwise approved by the City Council.
 8. Changes to the Master Site Plan\ Preliminary Development Plan or architectural design considered to be insignificant may be approved by the Community Development Director or as approved by the City through the Final Development Plan.
 9. Employee parking shall be directed to the southwest parking area and visitor parking directed to the southeast parking area. On-site direction signage shall be posted to direct visitor parking as such.
 10. Driveway access to Richard L. Mark Drive shall not be allowed unless needed for emergency access.
- C. The Master Site Plan\ Preliminary Development Plan is hereby approved and is part of the PUD zoning ordinance. Any requisite development standards not addressed within the Master Site Plan\ Preliminary Development Plan shall be addressed within the Final Development Plan.

D. If a Final Development Plan associated with the PUD district has not been approved by the City within three years after the effective date of this ordinance, the approval of the Master Plan provisions will expire. At such time, the City Council may:

1. Permit a single six-month extension for submittal of the required Final Development Plan;
2. Allow the PUD zoning designation to remain on the property pending resubmittal of new Master Plan provisions and any conditions of approval; or
3. Rezone the property to a more appropriate zoning classification.

Section II. That the zoning classification of the following described property, being situated in the City of Apopka, Florida, is hereby Planned Unit Development (PUD/R-3) As defined in the Apopka Land Development Code.

Legal Description:

The East 100 Feet of the North ½ of the West ½ of the Southwest ¼, lying north of Old Brick Road, in Section 5, Township 21 South, Range 28 East, Orange County, Florida
Parcel I.D. # 05-21-28-0000-00-019
1.38 +/- acres

The North ½ of the East ½ of the West ½ of the Southwest ¼ of Section 5, Township 21 South, Range 28 East, lying north of Road, LESS the North 100.00 feet thereof, and also LESS the East 106.00 feet thereof, Orange County, Florida.
Parcel I.D. # 05-21-28-0000-00-034
4.23 +/- acres

The West 6 feet of the East 106 feet of the Northeast ¼ of the Northwest ¼ of the Southwest ¼ lying north of Old Brick Road in Section 5, Township 21 South, Range 28 East, Orange County, Florida.
Parcel I.D. # 05-21-28-0000-00-035
0.80 +/- acre

South 21.69 feet of the North 100.00 feet of the North ½ of the East ½ of the West ½ of the Southwest ¼ of Section 5, Township 21 South, Range 28 East, LESS the East 106.00 feet thereof, Orange County, Florida.
Parcel I.D. # 05-21-28-0000-00-041
1.27 +/- acres

Total Combined Acreage: 6.98 +/- Acres

Section III. That the zoning classification is consistent with the Comprehensive Plan of the City of Apopka, Florida.

Section IV. That the Community Development Director, or the Director's designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Apopka, Florida, to include said designation.

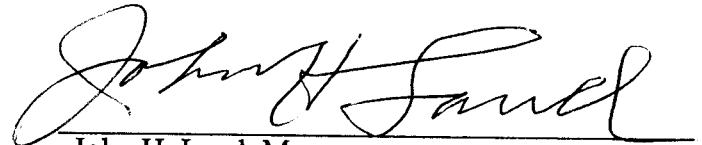
Section V. That if any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section or portion of section or subsection or part of this ordinance.

Section VI. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section VII. That this Ordinance shall take effect upon the effective date of City of Apopka Ordinance No. 2354.

READ FIRST TIME: March 19, 2014

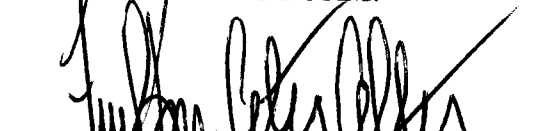
READ SECOND TIME
AND ADOPTED: April 2, 2014


John H. Land, Mayor

ATTEST:


Janice G. Goebel, City Clerk

APPROVED AS TO FORM:


Frank Krupp, Esq., City Attorney

DULY ADVERTISED FOR TRANSMITTAL HEARING:

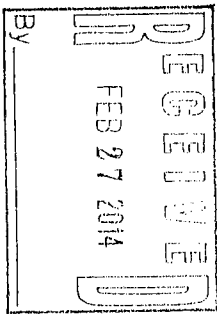
February 21, 2014
March 21, 2014

MASTER SITE PLAN/PRELIMINARY DEVELOPMENT PLAN

FOR

DIXIE MANOR

CITY OF APOPKA, FLORIDA



PROPERTY ADDRESS

1781 OLD DIXIE HIGHWAY
APOPKA, FLORIDA 32712

OWNER/DEVELOPER

ROBERT K. DUNN
3620 TAYLOR COURT
APOPKA, FLORIDA 32712
PHONE: (407) 579-1517

ENGINEER

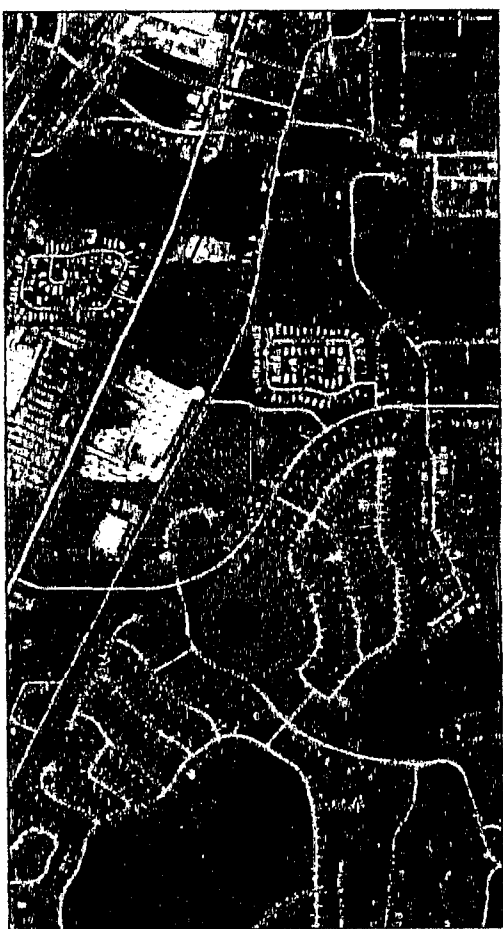
HUDAK ENGINEERING, INC.
1344 HARDY AVENUE
ORLANDO, FLORIDA 32803
PHONE: (407) 492-5833
ATTN: GREG HUDAK, P.E.

ARCHITECT

DDP ARCHITECTS
390 WILMA STREET
LONGWOOD, FLORIDA 32750
PHONE: (407) 870-2575
ATTN: JAMES GARRITANI

LANDSCAPE ARCHITECT

LANDSCAPE DYNAMICS, INC.
P.O. BOX 2852
WINTER PARK, FLORIDA 32790-2852
PHONE: (407) 579-1811
ATTN: RANDY BOCHANAN, RLA



VICINITY MAP

SITE DATA TABLE

PARCEL ID NUMBER	05-21-28-0000-00-034
PARCEL ID NUMBER	05-21-28-0000-00-041
PARCEL ID NUMBER	05-21-28-0000-00-019
PARCEL ID NUMBER	05-21-28-0000-00-035
PARCEL ID NUMBER	05-21-28-0000-00-035
PROPOSED USE	ASSISTED LIVING FACILITY
FUTURE LAND USE	EXISTING: LOW DENSITY RESIDENTIAL PROPOSED: MEDIUM DENSITY RESIDENTIAL
ZONING	EXISTING: R-3 (ZIP) PROPOSED: RUD
ACREAGE/SQUARE FOOTAGE	6.99 AC./304,484 S.F.
BUILDING HEIGHT	PROPOSED: 35 FT MAX: 35 FT
FLOOR AREA RATIO	PROPOSED: 0.25 MAX: 0.25
OPEN SPACE RATIO	PROPOSED: 0.65 MIN: 0.30
BUILDING SETBACKS	PROPOSED FRONT: 92' WEST SIDE: 77' REAR: 100' EAST SIDE: 100'
PARKING SPACES	REQUIRED FRONT: 10' WEST SIDE: 75' REAR: 100' EAST SIDE: 100'
NUMBER OF BEDS	140
NUMBER OF EMPLOYEES	TOTAL: 45 BUSIEST SHIFT: 20
WAIVER REQUEST	YES: X NO: X
VARIANCE REQUEST	YES: X NO: X

VARIANCE (V)/WAIVER (W) TABLE

CODE #	CODE REQUIREMENT	(V/W)	REQUEST	JUSTIFICATION
6.03.02	2/BEDROOM+1/250 SF OFFICE	W	PARKING BASED ON ITE MANUAL	SEE ATTACHED

SECTION 5, TOWNSHIP 21 SOUTH, RANGE 28 EAST

SHEET NO.	SHEET TITLE
C-1	COVER SHEET
C-2	SITE PLAN
L-1	LANDSCAPE PLAN
L-2	LANDSCAPE DETAILS & SPECS
A2-1	1ST LEVEL FLOOR PLAN
A2-2	2ND LEVEL FLOOR PLAN
A3-1	BUILDING ELEVATIONS
	SURVEY

- GENERAL NOTES:
- THE FINAL DEVELOPMENT PLAN AT A MINIMUM SHALL ADDRESS THE INFORMATION REQUIRED UNDER SECTION 12.01.04 OF THE APOPKA LAND DEVELOPMENT CODE.
 - FACILITY SHALL CONFORM TO ALL APPLICABLE BUILDING STATUTES, CODES OR ORDINANCES, WHETHER FEDERAL, STATE, COUNTY OR CITY.
 - FACILITY SHALL CONFORM TO ALL APPLICABLE BUILDING STATUTES, CODES OR ORDINANCES, WHETHER FEDERAL, STATE, COUNTY OR CITY.
 - FACILITY SHALL CONFORM TO ALL APPLICABLE BUILDING STATUTES, CODES OR ORDINANCES, WHETHER FEDERAL, STATE, COUNTY OR CITY.
 - NO FACILITY SHALL BE OCCUPIED BY ANY PERSON WHO HAS BEEN CONVICTED OF, ENTERED A PLEA OF GUILTY OR HAD CONTROVERSY TO, OR HAS BEEN FOUND GUILTY BY REASON OF INSANITY OF A FELONY UNDER SECTION 778 OR 1, FLORIDA STATUTES (1985), A FELONY OF THE SECOND DEGREE UNDER SECTION 800.04, FLORIDA STATUTES (1985), OR ANY OF THE SEX OFFENSES SET FORTH UNDER SECTION 917.01(2)(1) FLORIDA STATUTES (1985), REGARDLESS OF WHETHER AN APPLICATION OF GUILT ON ACHIEVEMENT OF SERVICE WAS SUSPENDED, DEFERRED OR WITHHELD.
 - ALL STRUCTURES ALONG OLD DIXIE HIGHWAY AND INTERNAL SHALL MEET ADA REQUIREMENTS AND CITY STANDARDS.
 - AN OUTDOOR LIGHTING PLAN PER THE CITY'S DEVELOPMENT DESIGN GUIDELINES SHALL BE PROVIDED WITH THE FINAL DEVELOPMENT PLAN.
 - A PHOTOGRAPHIC LIGHTING PLAN FOR THE SITE SHALL BE PROVIDED AS PART OF THE FINAL DEVELOPMENT PLAN. THE PHOTOGRAPHIC LIGHTING PLAN SHALL IDENTIFY LIGHT SPILLOVER INTO RESIDENTIAL AREAS AND LIGHT LUMENS TO 0' AT PROPERTY LINES.
 - MONUMENT SIGN SHALL NOT EXCEED 6 FEET IN HEIGHT WITH A MAXIMUM COP AREA OF 32 SQUARE FEET.
 - ELECTRONIC READER BOARD IS NOT ALLOWED AS PART OF THE MONUMENT SIGN.
 - IF A FINAL DEVELOPMENT PLAN ASSOCIATED WITH THE PUD HAS NOT BEEN APPROVED BY THE CITY WITHIN THREE YEARS AFTER APPROVAL OF THE MASTER PLAN FOR THE PUD, THE APPROVAL OF THE PLANNED UNIT DEVELOPMENT MASTER PLAN WILL EXPIRE. ADDITIONALLY, IF MORE THAN TWO YEARS ELAPSE BETWEEN THE FINAL DEVELOPMENT PLAN APPROVALS OF ANY SUBSEQUENT PHASES OF THE PUD, THE APPROVAL OF THE PUD MASTER PLAN SHALL EXPIRE.
 - THE EXISTING OVERHEAD UTILITY LINE LOCATED ON THE EASTERN PORTION OF THE SITE WILL BE VACATED AND REMOVED.
 - NO ACTIVITY AREAS ARE TO BE LOCATED WITHIN 20 FEET OF THE EASTERN PROPERTY LINE ADJACENT TO THE RESIDENTIAL LOTS.

DATE	REVISIONS:

DRAWN BY	SML
DESIGN BY	GQH
CHECKED BY	GQH
APPROVED BY	GQH



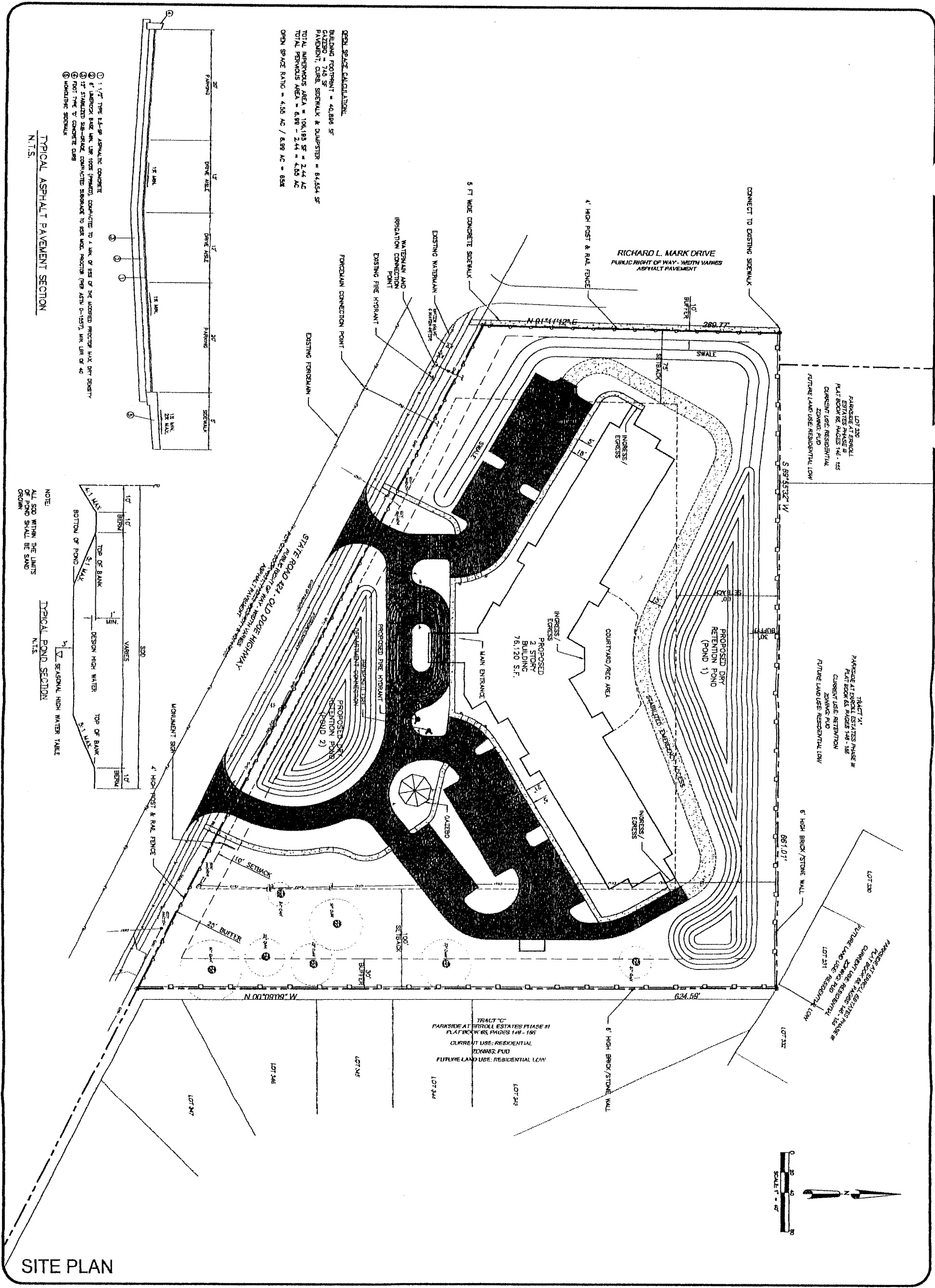
MASTER SITE PLAN/PRELIMINARY DEVELOPMENT PLAN-DIXIE MANOR

CITY OF APOPKA, FLORIDA

HUDAK ENGINEERING, INC.
 CIVIL ENGINEERING & LAND DEVELOPMENT DESIGN SERVICES
 CERTIFICATE OF AUTHORIZATION #2388
 1344 HARDY AVENUE, ORLANDO, FL 32803
 PHONE: (407) 492-5833
 EMAIL: gshudak@hudakengineering.com

SHEET NO.
C-1
1 of 2

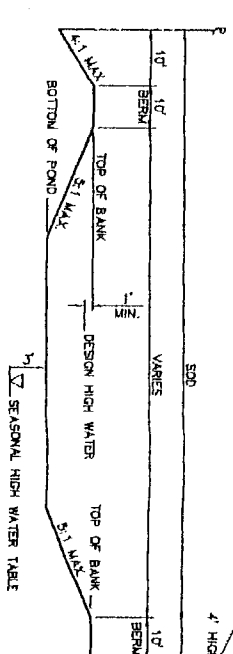
DATE:
FEBRUARY 2014



OPEN SPACE CALCULATION:
 BUILDING FOOTPRINT = 40,888 SF
 GAZEBO = 719 SF
 PAVEMENT, CURB, SIDEWALK & DRIVEWAY = 84,554 SF
 TOTAL IMPERVIOUS AREA = 126,161 SF = 2.74 AC
 TOTAL PERVIOUS AREA = 8,888 SF = 0.20 AC
 TOTAL OPEN SPACE = 8,888 SF = 0.20 AC
 OPEN SPACE RATIO = 4.35 AC / 6.98 AC = 62%

- ① 1 1/2" THICK 1.5-PSI ASPHALTIC CONCRETE
- ② 4" LAYER OF 1.5-PSI ASPHALTIC CONCRETE
- ③ 1" STABILIZED SUB-BASE, COMPACTED SUBGRADE TO SET W/OUT PROTECTIVE FABRIC MAT (S-157), MIN. LAYER OF 4"
- ④ FOOTING TO CONCRETE CURB
- ⑤ MONUMENT SIDEWALK

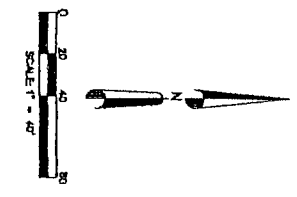
TYPICAL ASPHALT PAVEMENT SECTION
 N.T.S.



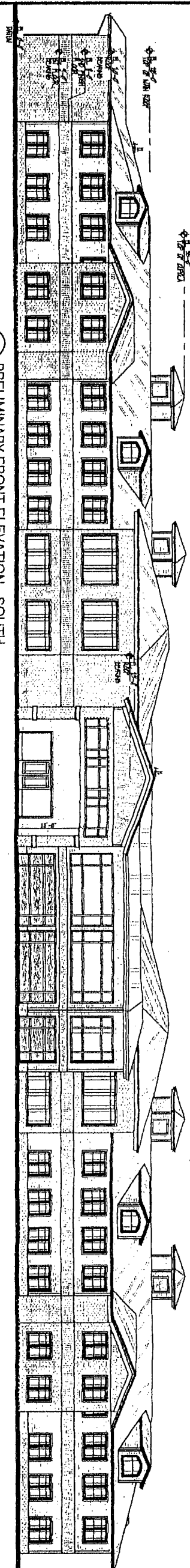
NOTE:
 ALL SOD WITHIN THE LIMITS
 OF POND SHALL BE SAND
 GROWN

TYPICAL POND SECTION
 N.T.S.

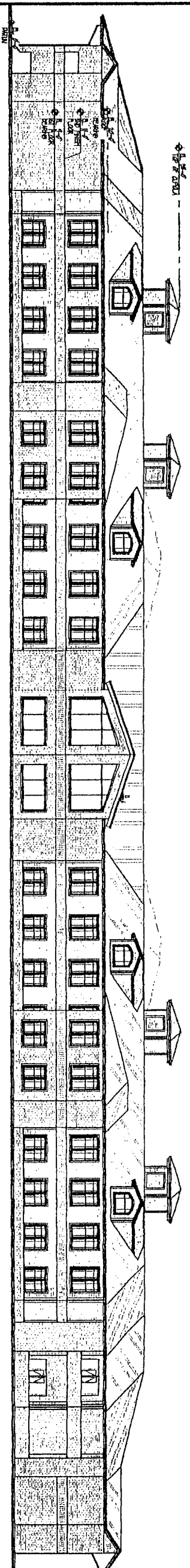
SITE PLAN



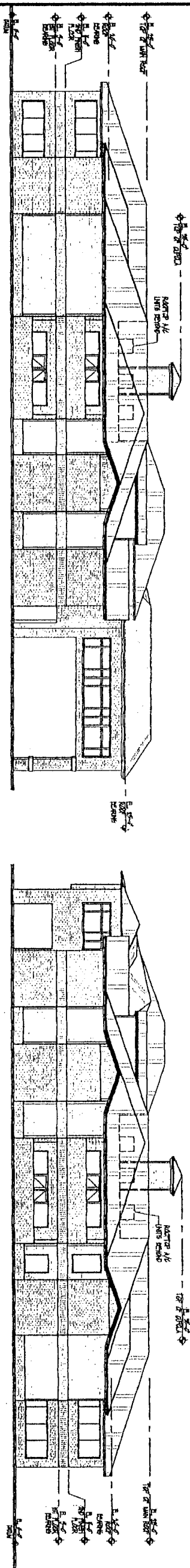
<p>SHEET NO. C-2 2 OF 2</p>	<p>DATE: FEBRUARY 2014</p>	<p>HUDAK ENGINEERING, INC. CIVIL ENGINEERING & LAND DEVELOPMENT DESIGN SERVICES CERTIFICATE OF AUTHORIZATION #0386 1344 HARDY AVENUE, ORLANDO, FL 32803 PHONE: (407) 463-8833 EMAIL: ghudak@hudakeng.com</p>	<p>MASTER SITE PLAN/PRELIMINARY DEVELOPMENT PLAN-DIXIE MANOR CITY OF APOPKA, FLORIDA</p>	<p>OREG HUDAK PE # 54984</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>DRAWN BY</td><td>SML</td></tr> <tr><td>DESIGN BY</td><td>GDH</td></tr> <tr><td>CHECKED BY</td><td>GDH</td></tr> <tr><td>APPROVED BY</td><td>GDH</td></tr> </table>	DRAWN BY	SML	DESIGN BY	GDH	CHECKED BY	GDH	APPROVED BY	GDH	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th>DATE</th><th>REVISIONS:</th></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>	DATE	REVISIONS:						
DRAWN BY	SML																					
DESIGN BY	GDH																					
CHECKED BY	GDH																					
APPROVED BY	GDH																					
DATE	REVISIONS:																					



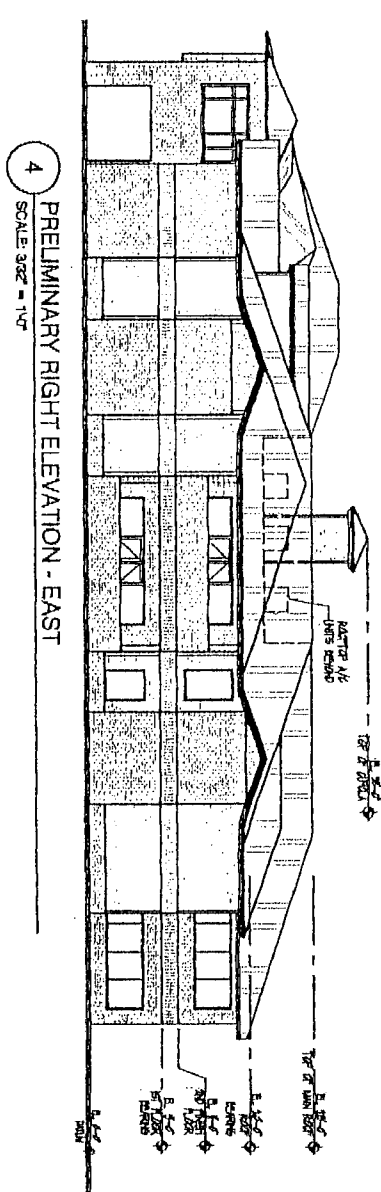
1 PRELIMINARY FRONT ELEVATION - SOUTH
SCALE 3/32" = 1'-0"



2 PRELIMINARY REAR ELEVATION - NORTH
SCALE 3/32" = 1'-0"



3 PRELIMINARY LEFT ELEVATION - WEST
SCALE 3/32" = 1'-0"



4 PRELIMINARY RIGHT ELEVATION - EAST
SCALE 3/32" = 1'-0"

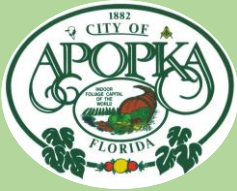
BHEET INFORMATION

DATE	JANUARY 20, 2011
DESIGNED BY	MAH
PROJECT NO.	105
REVISIONS	
REVISION #	DATE

Backup material for agenda item:

4. Ordinance No. 2519 – First Reading – Master Plan/Preliminary Development Plan – Quasi-Judicial Moon

David



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: October 5, 2016
 FROM: Community Development
 EXHIBITS: Zoning Report
 Vicinity Map
 Adjacent Zoning Map
 Adjacent Uses Map
 Ordinance No. 2519
 Ordinance No. 2519 Exhibit "B"

SUBJECT: AMENDMENT TO THE ORCHID ESTATES PLANNED UNIT DEVELOPMENT ZONING AND MASTER PLAN/PRLIMINARY DEVELOPMENT PLAN

REQUEST: FIRST READING OF ORDINANCE NO. 2519 - AN AMENDMENT TO THE ORCHID ESTATES PLANNED UNIT DEVELOPMNET ZONING AND MASTER PLAN; AMENDING ORDINANCE NO. 2170; AND HOLD OVER FOR SECOND READING AND AOPTION (PARCEL ID NUMBERS: 18-20-28-0000-00-055 & 18-20-28-0000-00-059; 18-20-28-0000-117 PORTION)

SUMMARY:

OWNER/APPLICANT: JTD Land at Orchid Estates, LLC

ENGINEER: Engineering & Environmental Design, Inc., c/o Larry T. Ray P.E.

LOCATION: South of Kelly Park Road, west of Jason Dwelley Parkway

EXISTING USE: Vacant

FUTURE LAND USE: Residential Very Low Suburban (0-2 du/ac)

CURRENT ZONING: Planned Unit Development

PROPOSED AMENDMENT: Ownership of Tract "B" and "F" will change from the City of Apopka to the Orchid Estates Homeowners Association. Tract "B" will change from a City "fire station site" to aN "Open Space/Tot Lot" that will serve the 112 lots within the Orchid Estates PUD. No other changes are proposed to the Master Plan.

TRACT SIZE: Combined total Acreage: 60.82 +/- Total Acres

MAXIMUM ALLOWABLE DEVELOPMENT:

EXISTING:	112 Dwelling Units (as approved with existing PUD zoning ordinance; plans expired)
PROPOSED:	112 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: The applicant requests to change the future ownership of Tracts “B” and “F” from the City of Apopka to the Homeowners Association. City staff notified JTD Land at Apopka, LLC several months ago that a fire station site within the project boundaries was not needed because an alternative site was identified, and that the City does not need the 17.2 acre site for open space purposes. JTD Land agreed to amend the PUD Master Plan to change the ownership of two parcels from City ownership to HOA ownership. Tract “B” was originally proposed to serve as a site for a new City fire station. However, the City has made a decision to locate this new fire station at a more strategic location at a site along the east side of Jason Dwelley Parkway, across from the Northwest Regional Recreation Facility. The City of Apopka owns this preferred site. Orchid Estates is currently under construction, and model homes are proposed to begin construction within a few months. Approval of the amendment to the PUD Master Plan will allow administrative amendment of the Final Development Plan to address the same change in ownership of Tract “B” and Tract “F”.

The City’s Development Review Committee supports the change in the ownership of Tract “B” and Tract “F” to the homeowners association. Dedication of Tract “F” will require the City to pay for the cost to maintain 17.2 acres of open space that is internal to a residential community. A different site along Jason Dwelley Parkway has been selected for a future fire station. Tract “B” will not be needed for this purpose.

PUD DESCRIPTION: A single family residential community with a total of 112 lots. The minimum lot size is 70’ x 115’ (8,050 sq. ft.) with a minimum living area of 1,500 square feet as allow by the Land Development Code.

Minimum Site Area:	7,500 sq. ft.
Minimum Lot Width:	70’
Setbacks: Front:	25’
Side:	10’
Rear:	20’
Corner:	20’
Minimum Living Area:	1,500 sq. ft.

ALLOWABLE USES: Single Family Residential homes and their associated uses.

ACCESS: The subdivision has two access points off of Jason Dwelley Parkway. The property owner has control over the lands adjacent to the north. An ingress/egress easement in favor of the applicant for legal access to the project runs along the southern property line of the Ever Meadow LLC parcel to reach the

STORMWATER: The stormwater management system includes two on-site retention areas. The stormwater design meets the City’s Land Development Code requirements.

BUFFER/PARK: The applicant is proposing landscaped buffer areas adjacent to the agricultural uses located to the north and south of the property. This residential community will include a 17.17 acre woodland park and a two-acre tot lot.

TREE PROGRAM: The applicant has proposed reserved 17.17 acres of land for open space within Tract “F” in lieu of going through the tree mitigation process. This will preserve the mostly wooded area on the site as a City Park.

COMPREHENSIVE PLAN COMPLIANCE: The proposed amendment to the Orchid Estates PUD zoning and Master Plan are consistent with the City’s proposed Future Land Use designation. Site development cannot exceed the intensity allowed by the Future Land Use policies.

SCHOOL CAPACITY REPORT: This PUD Master Plan is located on a site with a previously approved Final Development Plan. This final development plan is exempt from school concurrency because it was approved by the City prior to the effective date of school concurrency. School impact fees will be paid with each building permit application for a single family home.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County before any public hearing or advisory board. The City properly notified Orange County on August 12, 2016.

PUBLIC HEARING SCHEDULE:

September 13, 2016 – Planning Commission (5:30 pm)
October 5, 2016 – City Council (1:30 pm) - 1st Reading
October 19, 2016 – City Council (7:00 pm) - 2nd Reading

DULY ADVERTISED:

August 26, 2016 – Public Notice and Notification
October 7, 2016 – Ordinance Heading Ad

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval of Amendment to the Orchid Estates Planned Unit Development and the Master Plan.

The **Planning Commission**, at its meeting held September 13, 2016, found the Amendment to the Orchid Estates Planned Unit Development Zoning and the Master Plan to be consistent with the Comprehensive Plan and Land Development Code, and recommend to approve.

Accept the First Reading of Ordinance No. 2519 and Hold it Over for Second Reading and Adoption on October 19, 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. Role of the Planning Commission in this case is advisory to the City Council.

EXHIBIT “A”
ZONING REPORT

RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (County)	Rural (1 du/10 ac)	A-1	Vacant
East (City)	Res. Very Low Suburban (0-2 du/ac)	PUD	Vacant
South (City)	Res. Very Low Suburban (0-2 du/ac)	PUD	SFR (4)
West (City)	Res. Very Low Suburban (0-2 du/ac)	PUD	Oak Ridge Subdivision

LAND USE & TRAFFIC COMPATIBILITY:

A transportation study was prepared with the adopted Orchid Estates PUD, and the number of residential units has not increased. No additional transportation study is needed. The amendment to the PUD zoning and Master Plan does not changes the subdivision design and stormwater management plan, but no increase in residential units or density is proposed.

BUFFERYARD REQUIREMENTS:

No changes to the buffers are proposed with the PUD amendment.

ALLOWABLE USES:

Single-family dwellings and their customary accessory structures and uses in accordance with article VII of this code. Supporting infrastructure and public facilities of less than five acres as defined in this code and in accordance with Section 2.02.01 of the LDC.

EXHIBIT “B”

JTD Land at Orchid Estates, c/o Larry Fant
60.82 +/- Total Acres

Existing Zoning Maximum Allowable Development: 112 Dwelling Units

Proposed Zoning Maximum Allowable Development: up to 112 Dwelling Units

Proposed Zoning Change: Amendment to the PUD and Master Plan\Final Development Plan

To: “City” Planned Unit Development (PUD/Residential)

Parcel ID #s: 18-20-28-0000-00-055 & 18-20-28-0000-00-059



VICINITY MAP

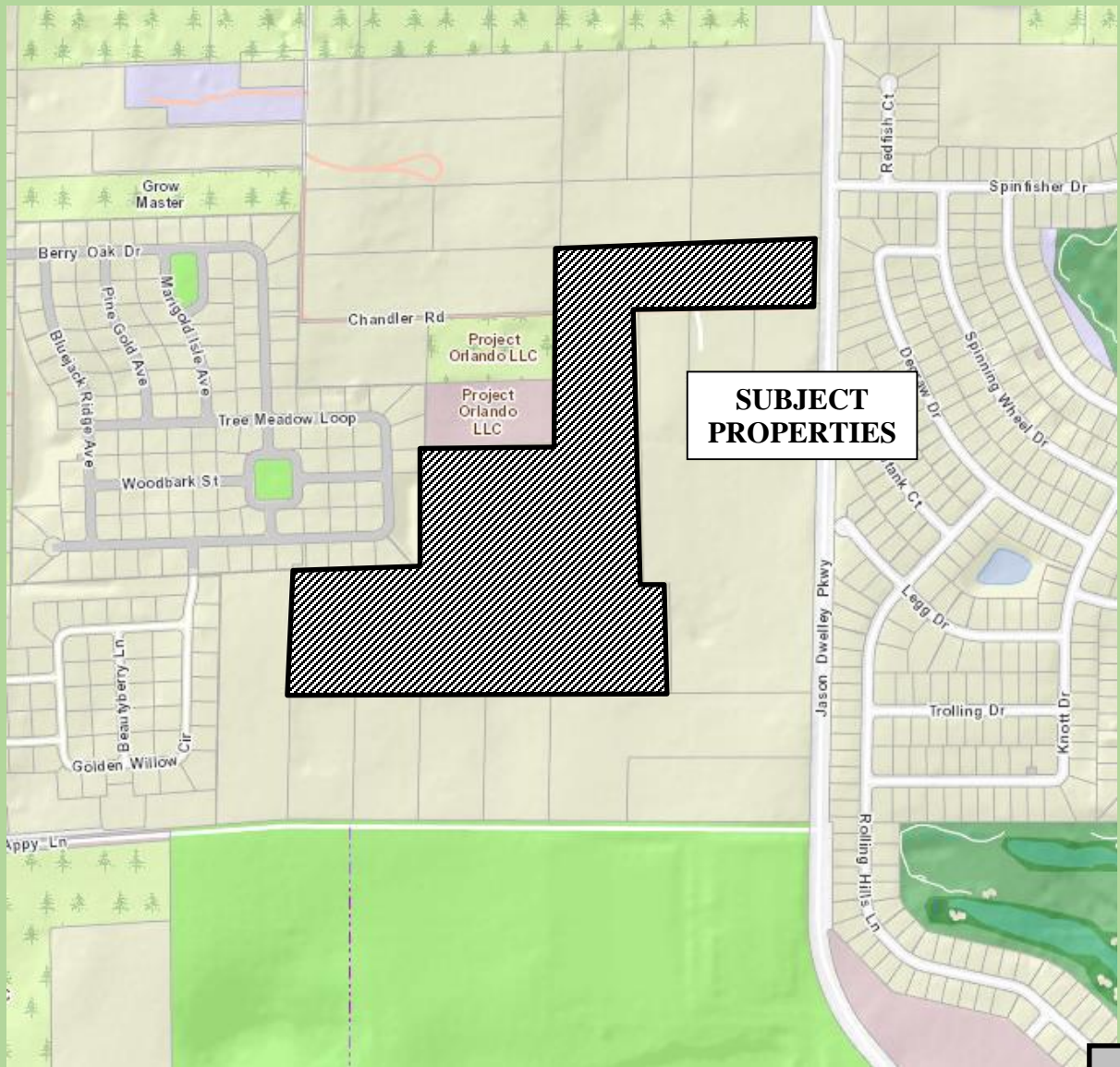


EXHIBIT “C”
ADJACENT ZONING

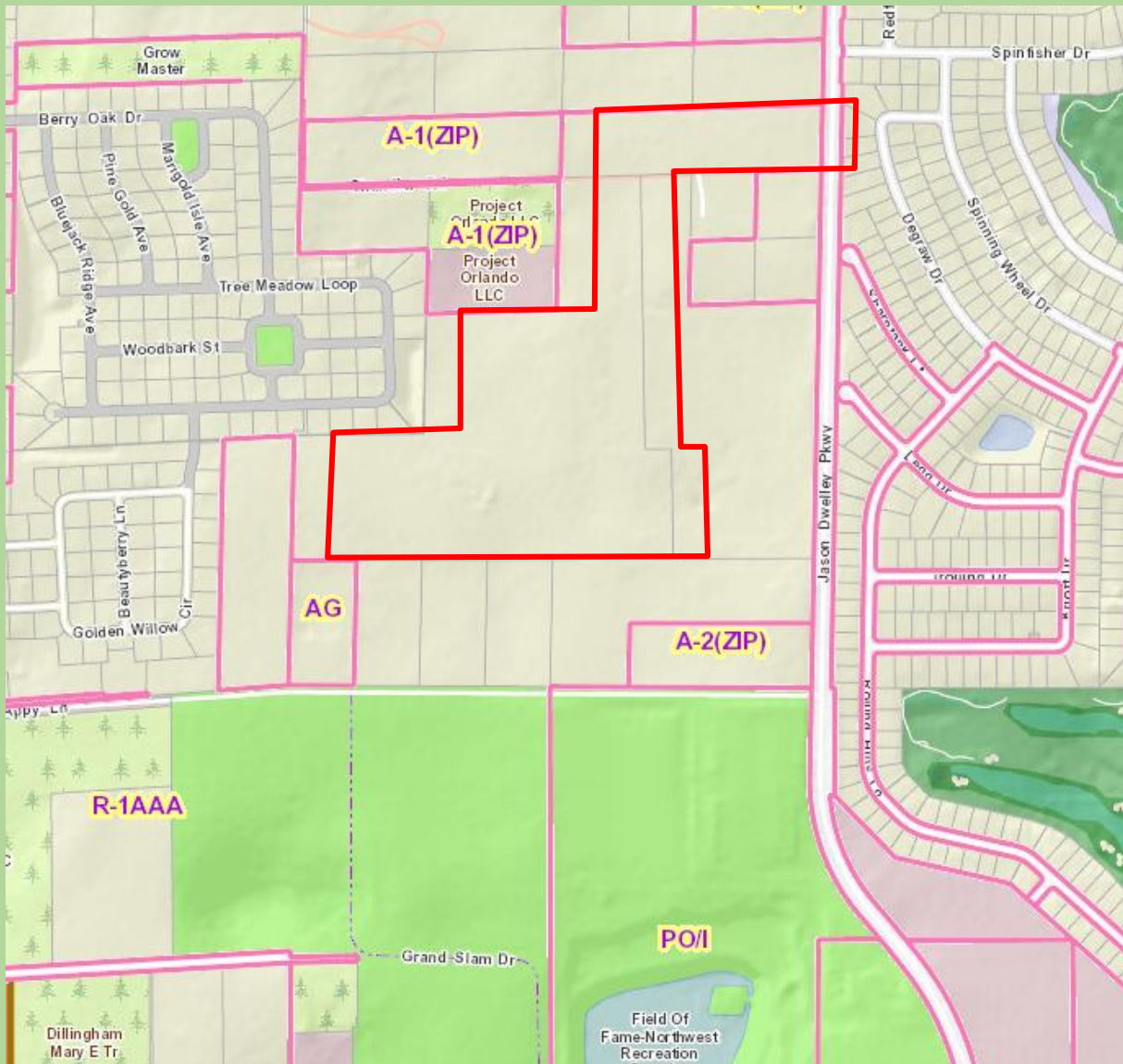
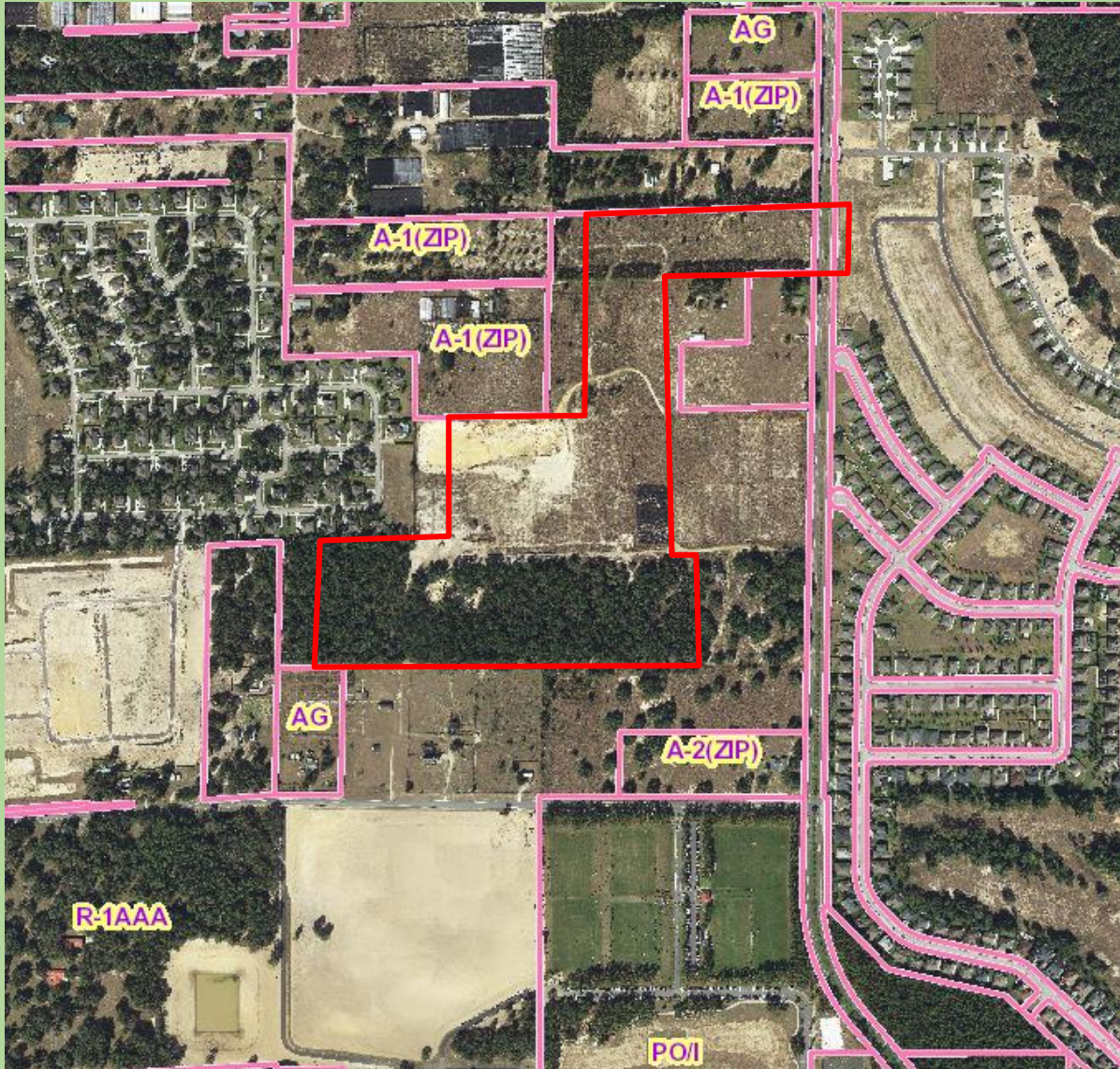


EXHIBIT “D”
ADJACENT USES



ORDINANCE NO. 2519

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING ORDINANCE NUMBER 2170, CHANGING THE ASSIGNMENT OF OWNERSHIP FOR TRACT “B” AND “F” AND AMENDING THE APPROVED ORCHID ESTATES MASTER PLAN\PRELIMINARY DEVELOPMENT PLAN FOR CERTAIN REAL PROPERTY GENERALLY LOCATED EAST OF JASON DWELLEY PARKWAY AND NORTH OF APPLY LANE, AND OWNED BY JTD LAND AT ORCHID ESTATES, LLC., PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, to manage the growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

WHEREAS, the property owner has requested to amend Ordinance No. 2170 and its associated Master Plan to change the assignment of ownership for Tract “B” and “Tract F” from the City of Apopka to the designated Homeowners Association.

WHEREAS, the proposed amendment to Ordinance No. 2170 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 Orchid Estates Planned Unit Development Master Plan\ Preliminary Development Plan, which property is described in Exhibit “A”, is amended to change assignment of ownership of Tract “B” from the City of Apopka to the Orchid Estates Homeowners Association, and the land use of Tract “B” changed from “Fire Station” to “Open Space\ Tot Lot Park”, as denoted in Exhibit “A”; and that the assignment of ownership of Tract “F” is changed from the City of Apopka to the Orchid Estates Homeowners Association and its use changed from “Open Space” to “Open Space\ Recreation Area”, as provided in Exhibit “B”.

SECTION II. Except for the amendments described in Section I, all other zoning and development standards set forth in Ordinance 2170 and its associated Master Plan\ Preliminary Development Plan remain in effect and applicable to the property described in Exhibit “A”.

Section III. That this amendment to Ordinance No. 2170 is consistent with the Comprehensive Plan of the City of Apopka, Florida.

Section IV. That the Community Development Director, or the Director’s designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Apopka, Florida, to include said designation.

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

Section VI. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section VII. That this Ordinance shall take effect upon adoption.

READ FIRST TIME: October 5, 2016

READ SECOND TIME
AND ADOPTED: October 19, 2016

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

APPROVED AS TO FORM:

Cliff Shepard, City Attorney

DULY ADVERTISED FOR TRANSMITTAL HEARING: August 26, 2016
October 7, 2016

**EXHIBIT "A"
LEGAL DESCRIPTION**

A parcel of land lying in the Southeast 1/4 of Section 18, Township 20 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Begin at the Northeast corner of the Southeast 1/4 of said Section 18; thence, along the North line of said Southeast 1/4, South 88°08'31" West, 922.44 feet; thence departing said North line South 00°55'14" East, 1,401.57 feet; thence North 89°02'58" East, 135.50 feet; thence South 00°55'14" East, 562.93 feet to the South line of the North 3/4 of said Southeast 1/4; thence along said South line South 89°46'29" West, 1,948.05 feet to the West line of said Southeast 1/4; thence along said West line North 01°19'12" East, 637.94 feet to the South line of Oak Ridge Subdivision – Phase 1, as recorded in Plat Book 68, Pages 105 through 107, Public Records of Orange County, Florida; thence along said South line North 89°13'53" East, 659.46 feet to the East line of said Oak Ridge Subdivision; thence along said East line North 01°22'25" East, 613.51 feet; thence North 88°09'06" East, 670.93 feet to a point on the East line of the Northwest 1/4 of said Southeast 1/4; thence along said East line North 01°11'56" East, 675.00 feet, to the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 18; thence, along the West line of the Southeast 1/4 of the Northeast 1/4 of said Section 18, North 01°12'14" East, 324.74 feet; thence, departing said West line, North 88°08'14" East, 1,329.47 feet to the East line of the Northeast 1/4 of said Section 18; thence, along said East line, South 01°05'15" West, 324.81 feet to the POINT OF BEGINNING.

Containing: 60.82 acres more or less.

(Information purposes: Parcel Nos.: 18-20-28-0000-00-055, 18-20-28-0000-00-059, and portion of 18-20-28-0000-00-117.)

REVISION DATE: 09/22/2016 @ 04:20:59 AM
PLOTTED BY: JESUS ENIG COMPUTER
LAST PLOTTED: 09/22/2016 @ 04:14:28 AM
DWG NAME: C:\PROJECTS\200526001 - 31 NURSERY'S BEZONING\DWG\000 - 200526001 - CITY COURT REV PUD 09.22.16.dwg

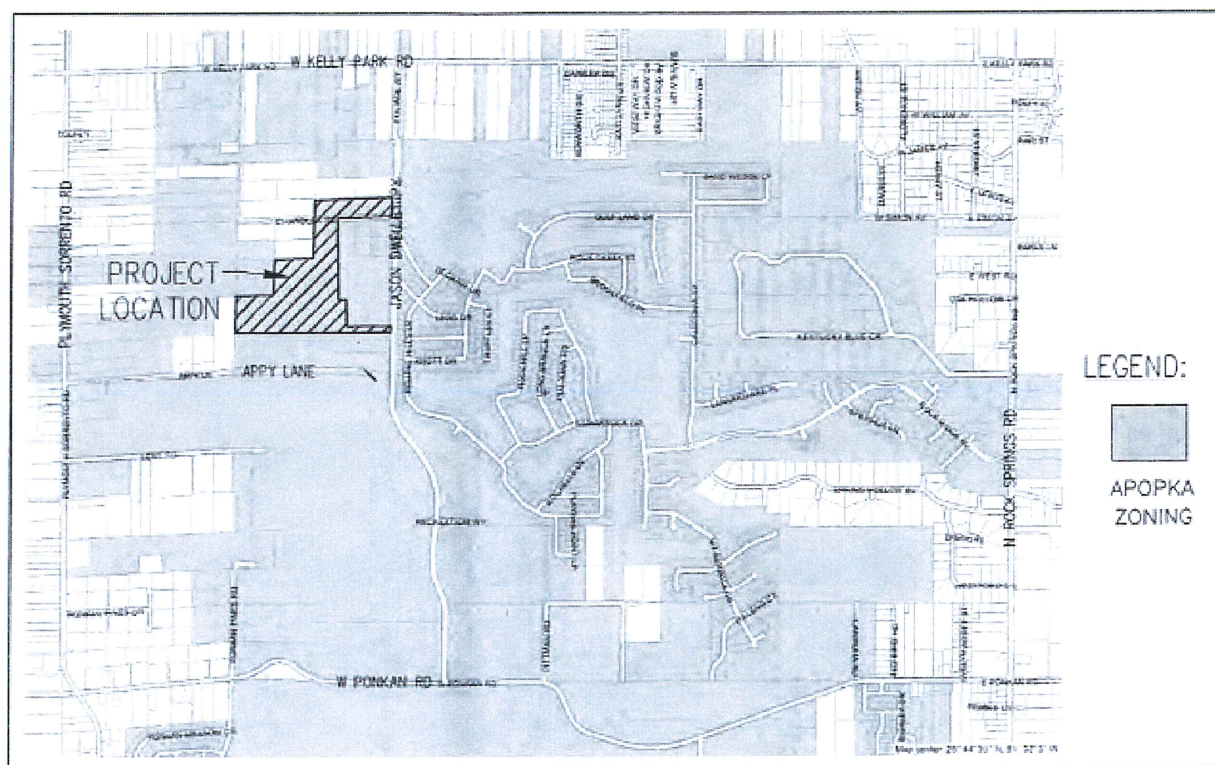
PUD MASTER PLAN FOR ORCHID ESTATES

EXHIBIT "B"

18-20-28-0000-00-055
18-20-28-0000-00-059
18-20-28-0000-00-117

FEBRUARY 4, 2010
Revised: JANUARY, 2016

GENERAL LOCATION MAP



PROJECT CONTACTS:

OWNER/DEVELOPER
JTD LAND AT ORCHID ESTATES, LLC
210 S. HOAGLAND BOULEVARD
KISSIMMEE, FL. 32789

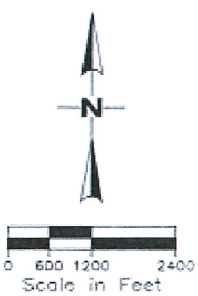
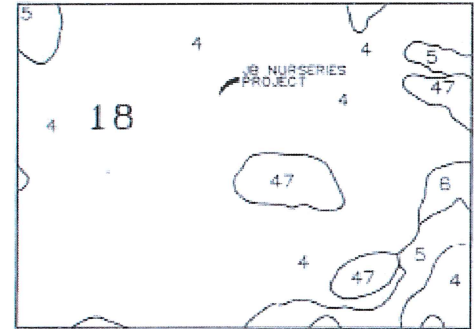
CIVIL ENGINEER
ENGINEERING & ENVIRONMENTAL DESIGN, INC.
940 NORTH FERNCREEK AVENUE
ORLANDO, FLORIDA 32803
PHONE: (407) 650-0006
FAX: (407) 648-8338
CERTIFICATION OF AUTHORIZATION NO. 32032
LARRY T. RAY, P.E.

SURVEYOR
SOUTHEASTERN SURVEYING, INC.
8500 ALL AMERICAN BLVD.
ORLANDO, FLORIDA 32810-4350
PHONE: (407) 292-8580
FAX: (407) 292-0141
JIM PETERSON

GEOTECHNICAL ENGINEER
YOWAISH ENGINEERING SCIENCES, INC.
953 SUNSHINE LANE
ALTAMONTE SPRINGS, FLORIDA 32714
PHONE: (407) 774-9383
FAX: (407) 774-7438
DOUG YOWAISH

SEPERATE OWNER OF 60' TRACT
ROCHELLE HOLDINGS V, LLC.
1900SUMMIT TOWER BLVD.
SUITE 820
ORLANDO, FL 32810

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE ROAD DESIGN ON THESE PLANS IS IN ACCORDANCE WITH THE MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION, AND MAINTENANCE FOR STREETS AND HIGHWAYS, STATE OF FLORIDA, (FDOT GREEN BOOK) 2004 AND CITY OF APOPKA REGULATIONS AND SPECIFICATIONS.



SECTION 18 TOWNSHIP 20S RANGE 28E

18-20-28-0000-00-055
18-20-28-0000-00-059
18-20-28-0000-00-117

SEP 02 2016

engineering & environmental design inc.
Civil Engineering, Land Planning & Environmental Permitting Services
260 Birchwood Avenue, Orlando, Florida 32803
PHONE: (407) 650-0006 FAX: (407) 648-8338
CERTIFICATE OF AUTHORIZATION NUMBER 6138

393

WJA
9/2/16
#32032

Backup material for agenda item:

5. Ordinance No. 2520 – 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: October 5, 2016
 FROM: Community Development
 EXHIBITS: Land Use Report
 Vicinity Map
 Adjacent Zoning Map
 Adjacent Use Map
 Existing Uses Map
 Ordinance No. 2520

SUBJECT: ORDINANCE NO. 2520 – SMALL SCALE - FUTURE LAND USE AMENDMENT – EQUITY WATERS EDGE, LLC

REQUEST: FIRST READING OF ORDINANCE NO. 2520 – SMALL SCALE – FUTURE LAND USE AMENDMENT – EQUITY WATERS EDGE, LLC, FROM “COUNTY” RURAL (1 DU/ 10 AC)) TO “CITY” MIXED USE; (PARCEL I.D. NO. 19-21-28-0000-00-011); AND HOLD OVER FOR SECOND READING AND ADOPTION.

SUMMARY:

OWNER/APPLICANT: Equity Waters Edge, LLC – David Shapiro

LOCATION: 1850 S. Binion Road

EXISTING USE: Vacant Land

CURRENT ZONING: “County” A-1 (ZIP)

PROPOSED ZONING DESIGNATION: “City” Mixed-EC (Mixed Use) (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” Mixed-EC [Mixed Use])

PROPOSED DEVELOPMENT: City has received a Preliminary Development Plan for a single family residential development.

TRACT SIZE: 5.6 +/- acres

MAXIMUM ALLOWABLE DEVELOPMENT: EXISTING: 1 dwelling units
PROPOSED: Residential Development

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 Mixed Use to the property.

The subject property has been annexed into the City of Apopka. The annexation occurred on June 5, 2013, through the adoption of Ordinance No. 2303. 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 Mixed Use is compatible with the designations assigned to abutting properties. The FLUM application covers approximately 5.6 acres.

The parcel owner – Equity Waters Edge, LLC – also owns abutting parcels to the south, combining these for a future development site of approximately 75 acres. A Preliminary Development Plan is under review by the City’s Development Review Committee for a single family residential community

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 Mixed Use Future Land Use designation and the City’s proposed Mixed Use Zoning. Site development cannot exceed the intensity allowed by the Future Land Use policies.

SCHOOL CAPACITY REPORT: No more than nine residential homes will be constructed on the 5.6 acre site. Pursuant to the School Planning Agreement, nine or less residential units is considered a de minimus impact on schools. Therefore, this 5.6 acre site is exempt from School Capacity Enhancement review. However, school concurrency review will occur at the time of a preliminary or final development plan.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on August 12, 2016.

PUBLIC HEARING SCHEDULE:

- September 13, 2016 - Planning Commission (5:30 pm)
- October 5, 2016 - City Council (1:30 pm) - 1st Reading
- October 19, 2016 – City Council (7:00 pm) - 2nd Reading

DULY ADVERTISED:

- August 26, 2016 – Public Notice and Notification
- October 7, 2016 – ¼ Page w/Map Ordinance Heading Ad

RECOMMENDATION ACTION:

The **Development Review Committee** finds the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding area, and recommends approval of the change in Future Land Use from “County” Rural (1 du/ 10 ac) to “City” Mixed Use for the property owned by Equity Waters Edge, LLC and located at 1850 S. Binion Road.

The **Planning Commission**, at its meeting on September 13, 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 “County” Rural (1 du/ 10 ac) to “City” Mixed Use for the property owned by Equity Waters Edge, LLC and located at 1850 S. Binion Road.

Accept the First Reading of Ordinance No. 2520 and Hold it Over for Second Reading and Adoption on October 19, 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)	Mixed Use	Mixed-EC	Green House
East (City)	Mixed Use	A-1(ZIP)	Vacant \Binion Road
South (City)	Mixed Use	Mixed-EC	Vacant
West (County)	Rural/Agricultural (1 du/ 10 ac)	A-2	SJRWMD\conservation

II. LAND USE ANALYSIS

The general character of the area surrounding the subject property is compatible with the development of mixed uses. The subject property fronts and is accessed by a local roadway (S. Binion Rd.) and has access to Harmon 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 no karst features on this property.

Analysis of the character of the Property: The property fronts S. Binion Rd. The vegetative communities present are urban; the soils present are Candler fine sand, Canova sand, and Tavares sand; and no wetlands occur on the site, and the terrain has a 0-12 percent slope.

The proposed amendment is consistent with the Comprehensive Plan, including Policy 3.1.r. Mixed-Use 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 Mixed Use. Based on the housing element of the City's Comprehensive Plan, this amendment will increase the City's future population.

CITY COUNCIL – OCTOBER 5, 2016
EQUITY WATERS EDGE, LLC – SMALL SCALE – FUTURE LAND USE AMENDMENT
PAGE 5

CALCULATIONS:

ADOPTED (County designation): 1 Unit(s) x 2.659 p/h = 2.659 persons

PROPOSED (City designation): 15 Unit(s) x 2.659 p/h = 223 persons

Housing Needs: This amendment may negatively impact the housing needs as projected in the Comprehensive Plan.

Habitat for species listed as endangered, threatened or of special concern: Per policy 4.1 of the Conservation Element, a habitat study is required for developments greater than ten (10) acres in size. This site is less than ten acres. A habitat study will be required at the time of a development plan application.

Transportation: The City of Apopka is a Transportation Concurrency Exception Area. Refer to Chapter 3 of the City of Apopka 2010 Comprehensive Plan.

Potable Water, Reclaimed Water & Sanitary Sewer Analysis: The subject property is located within the City of Apopka Utilities service area for potable water, reclaimed water and sanitary service.

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: 66,427 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: 12 lbs./person/day
4. Projected LOS under proposed designation: 1380 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: 0.669 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.



EQUITY WATERS EDGE, LLC

1850 S. Binion Rd.

5.6 +/- acres

Existing Maximum Allowable Development: 1 dwelling unit/ac

Proposed Maximum Allowable Development: 15 dwelling unit/ac

Proposed Small Scale Future Land Use Change

From: "County" Rural/Agricultural (1 du/10 ac)

To: "City" Mixed Use

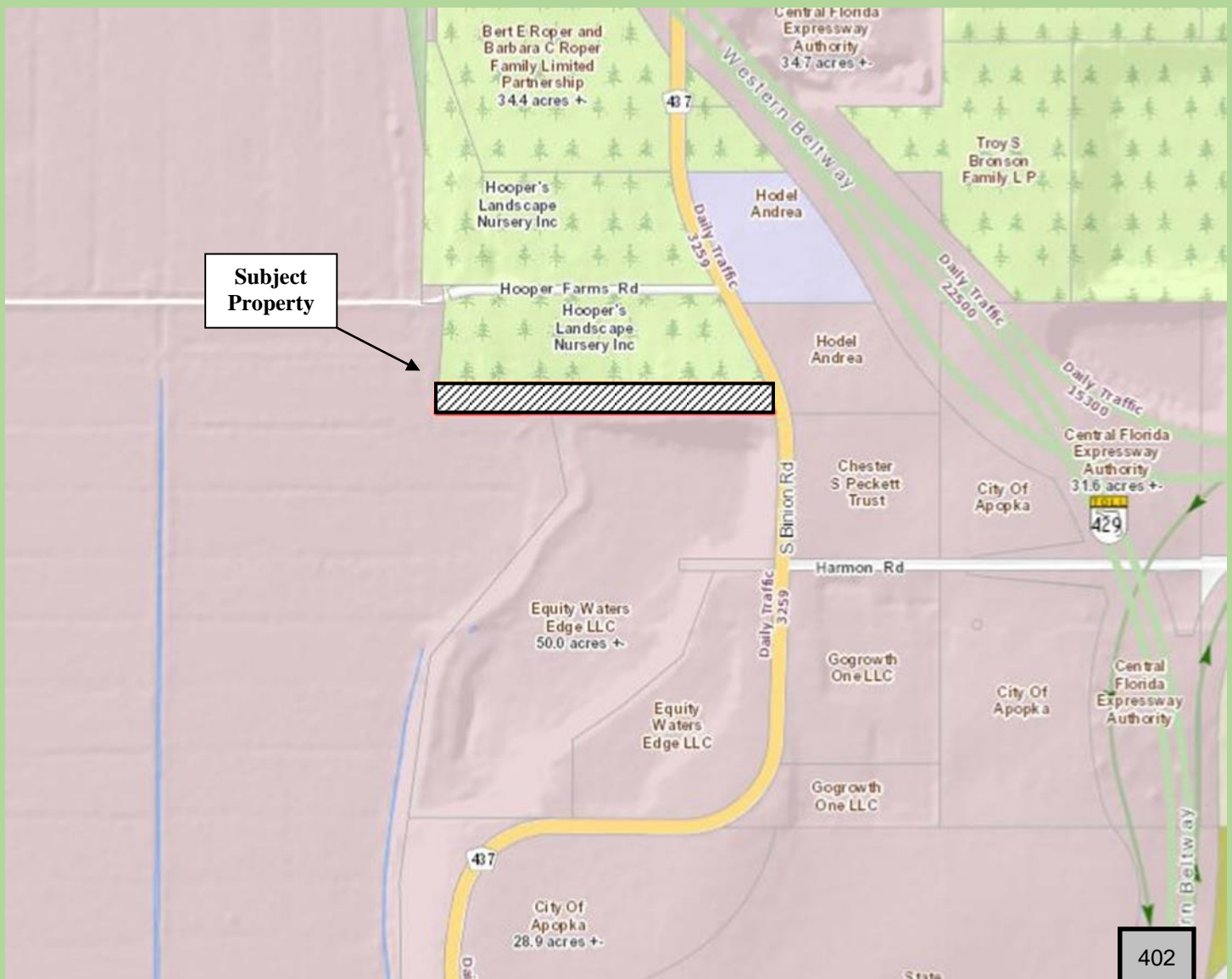
Proposed Zoning Change

From: "County" A-1

To: "City" Mixed-EC

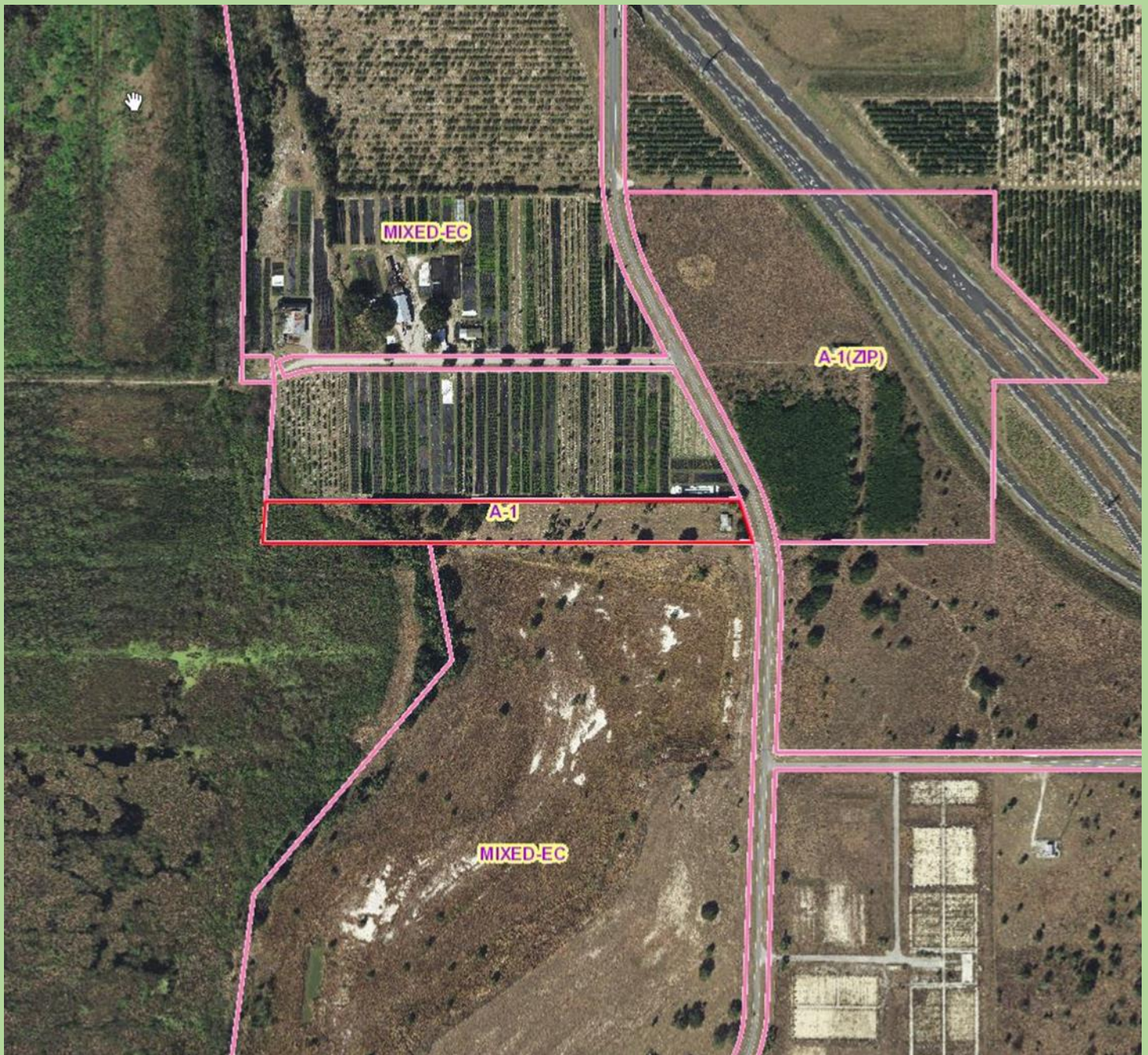
Parcel ID #: 19-21-28-0000-00-011

VICINITY MAP



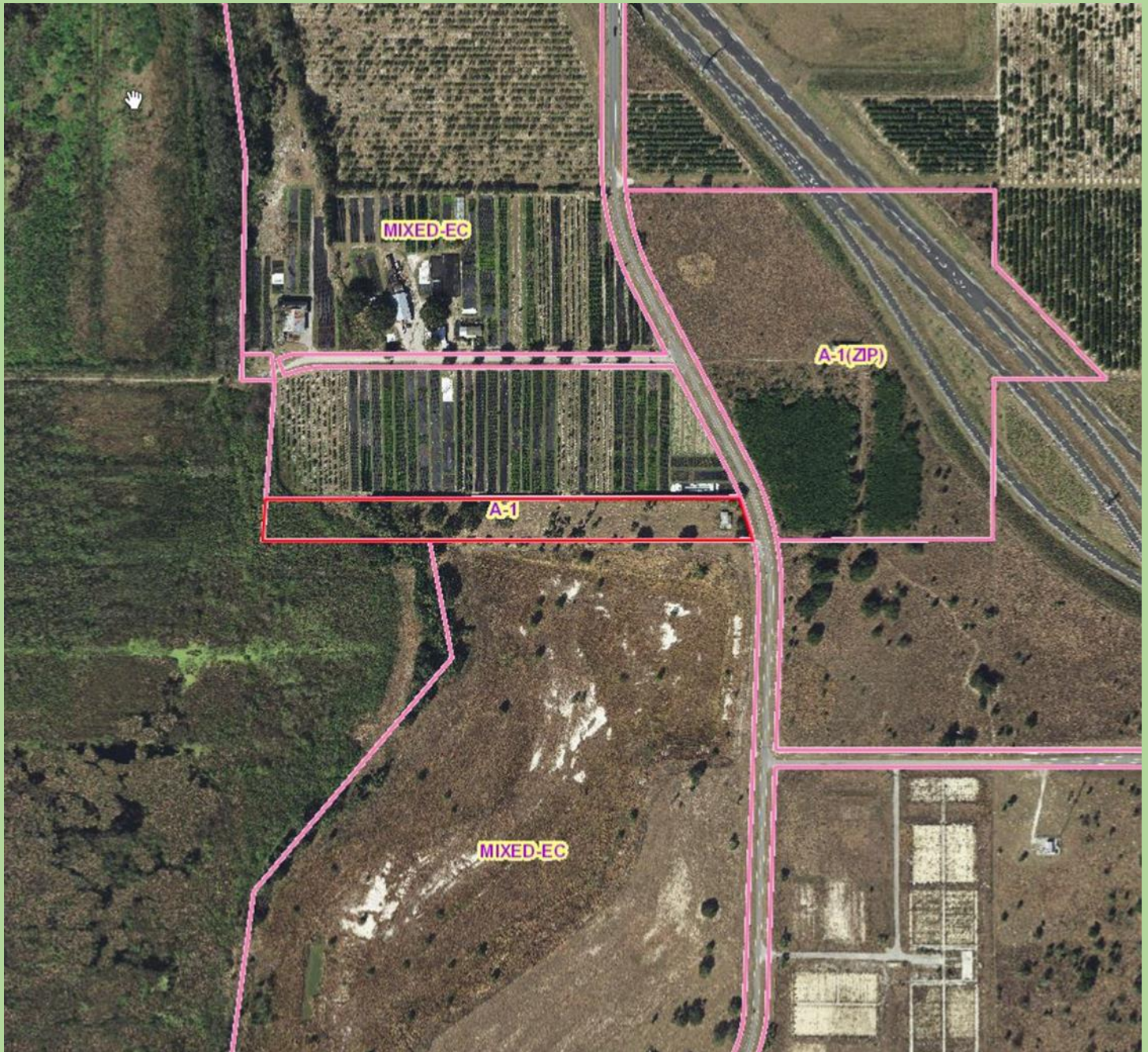


ADJACENT ZONING





ADJACENT USES





EXISTING USES



ORDINANCE NO. 2520

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” MIXED USE, FOR CERTAIN REAL PROPERTY LOCATED AT 1850 S. BINION RD., COMPRISING 5.6 ACRES MORE OR LESS, AND OWNED BY EQUITY WATERS EDGE 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. 2500 on July 20, 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. 2500, is amended in its entirety to change the land use from “County” Rural (1 du/10 ac) to “City” Mixed Use (N/A DU/AC), for certain real property located at 1850 S. Binion Rd., comprising 5.6 acres more or less, (Parcel No. 19-21-28-0000-00-011); 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. 2520
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: October 5, 2016

READ SECOND TIME
AND ADOPTED: October 19, 2016

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

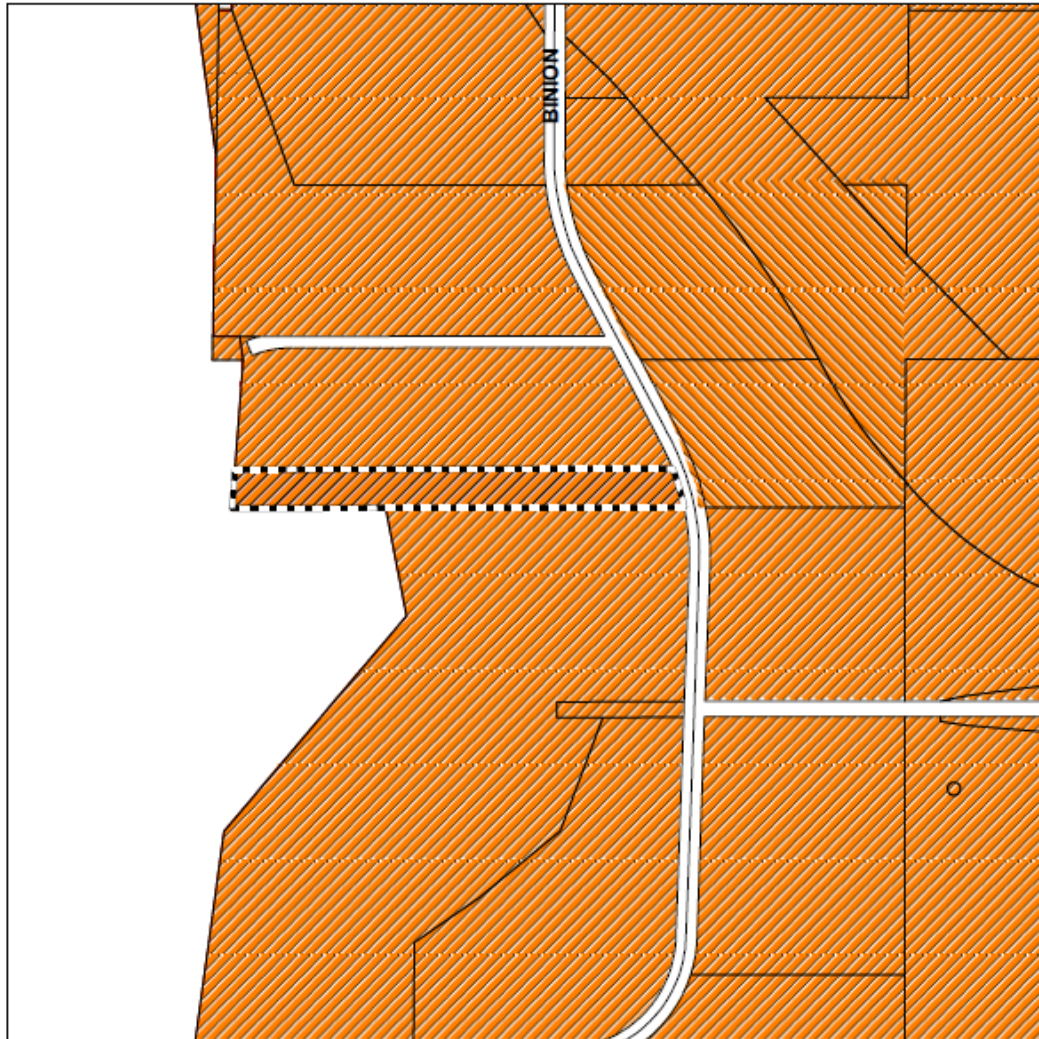
DULY ADVERTISED FOR HEARING: August 26, 2016
October 7, 2016



EXHIBIT "A"

EQUITY WATERS EDGE, LLC
 1850 S. Binion Rd.
 5.6 +/- acres

Existing Maximum Allowable Development: 1 dwelling unit
Proposed Maximum Allowable Development: 15 dwelling units
Proposed Small Scale Future Land Use Change
From: "County" Rural/Agricultural (1 du/10 ac)
To: "City" Mixed Use
Parcel ID #: 19-21-28-0000-00-011



City of Apopka Future Land Use Map



Legend

- Subject Site
- Apopka Parcels
- 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
- Major Streets
- City Boundary
- JPA Boundary

0 0.02 0.04 0.08 0.12 0.16 Miles

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.



Backup material for agenda item:

6. Ordinance No. 2521 – First Reading – Change of Zoning - Quasi-Judicial
Kyle Wilkes



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER: Ordinance

MEETING OF: October 5, 2016
 FROM: Community Development
 EXHIBITS: Zoning Report
 Vicinity Map
 Adjacent Zoning Map
 Adjacent Use Map
 Existing Uses Map
 Ordinance No. 2521

SUBJECT: ORDINANCE NO. 2521 – CHANGE OF ZONING – EQUITY WATERS EDGE, LLC

REQUEST: FIRST READING OF ORDINANCE NO. 2521 – CHANGE OF ZONING – EQUITY WATERS EDGE, LLC, FROM “COUNTY” A-1 (RURAL) TO “CITY” MIXED EC (MIXED USE); (PARCEL I.D. NO. 19-21-28-0000-00-011); AND HOLD OVER FOR SECOND READING AND ADOPTION.

SUMMARY:

OWNER/APPLICANT: Equity Waters Edge, LLC – David Shapiro

LOCATION: 1850 S. Binion Road

EXISTING USE: Vacant Land

CURRENT ZONING: “County” A-1 (ZIP)

PROPOSED
FLUM DESIGNATION: Mixed Use (NOTE: This change of zoning application is being processed in conjunction with a small scale FLUM amendment requesting Mixed Use.)

PROPOSED
DEVELOPMENT: City has received a Preliminary Development Plan for a single family residential development.

TRACT SIZE: 5.6 +/- acres

MAXIMUM ALLOWABLE
DEVELOPMENT: EXISTING: 1 dwelling units
 PROPOSED: single family residential development consistent with the Mixed-EC zoning district

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 Mixed Use to the property.

Applicant is requesting the City to assign a zoning classification of Mixed-EC (Mixed Use) to the property, consistent with the proposed Mixed Use future land use designation. The parcel owner – Equity Waters Edge, LLC – also owns abutting parcels to the south, combining these for a future development site of approximately 75 acres. A Preliminary Development Plan is under review by the City’s Development Review Committee for a single family residential community

A request to assign a change of zoning to Mixed-EC (Mixed Use) is compatible to the adjacent zoning classifications and with the general character of abutting properties and surrounding area. The property owner is requesting the Mixed-EC (Mixed Use) zoning classification to accommodate the use of the property to have the potential to be single family residential. The subject property abuts nurseries along S. Binion Rd. that have a zoning of Mixed-EC. City staff supports this change of zoning request due to the Ocoee Apopka Road Small Area Study. This change of zoning application is being processed in conjunction with a small scale future land use amendment for Mixed Use. 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 5.6 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 Mixed Use Future Land Use designation and the City’s proposed Mixed Use Zoning. Site development cannot exceed the intensity allowed by the Future Land Use policies.

SCHOOL CAPACITY REPORT: No more than nine residential homes will be constructed on the 5.6 acre site. Pursuant to the School Planning Agreement, nine or less residential units is considered a de minimus impact on schools. Therefore, this 5.6 acre site is exempt from School Capacity Enhancement review. However, school concurrency review will occur at the time of a preliminary or final development plan.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on August 12, 2016.

PUBLIC HEARING SCHEDULE:

- September 13, 2016 - Planning Commission (5:30 pm)
- October 5, 2016 - City Council (1:30 pm) - 1st Reading
- October 19, 2016 – City Council (7:00 pm) - 2nd Reading

DULY ADVERTISED:

- August 26, 2016 – Public Notice and Notification
- October 7, 2016 – ¼ Page w/Map Ordinance Heading Ad

RECOMMENDATION ACTION:

The **Development Review Committee** finds the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding area, and recommends approval of the change in zoning from County A-1(Agriculture) to Mixed-EC (Mixed Use) for the property owned by Equity Waters Edge, LLC.

The **Planning Commission**, at its meeting on September 13, 2016, found that the proposed Change of Zoning consistent with the Comprehensive Plan and Land Development Code; and recommended adoption of the Change of Zoning from “County” A-1(Agriculture) to “City” Mixed-EC (Mixed Use) for the property owned by Equity Waters Edge, LLC and located at 1850 S. Binion Road.

Accept the First Reading of Ordinance No. 2520 and Hold it Over for Second Reading and Adoption on October 19, 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)	Mixed Use	Mixed-EC	Green House
East (City)	Mixed Use	A-1(ZIP)	Vacant
South (City)	Mixed Use	Mixed-EC	Vacant
West (County)	Rural/Agricultural (1 du/ 10 ac)	A-2	SJRWMD property\conservation

**LAND USE & TRAFFIC
 COMPATIBILITY:**

The subject property fronts and is accessed by a local roadway (S. Binion Rd.) and has access to Harmon Rd.

**COMPREHENSIVE
 PLAN COMPLIANCE:**

The proposed Mixed-EC (Mixed Use) zoning is consistent with the City’s Mixed Use (15 DU/AC) Future Land Use designation and with the character of the surrounding area. The Mixed-EC (Mixed Use) zoning classification is one of the acceptable zoning categories allowed within the proposed Mixed Use Future Land Use Designation. Development Plans shall not exceed the density allowed in the adopted Future Land Use Designation.

**MIXED USE-EC DISTRICT
 REQUIREMENTS:**

- Floor Area Ratio (%): 25 min. 100 max.
- Minimum Site Area: N/A
- Minimum Lot Width: Varies; based on master plan
- Setbacks:
 - Front: 15 ft. (From property line)
 - Rear: 10 ft.
 - Side: 0 ft.
 - Corner: 10 ft.

Based on the above zoning standards, the subject parcels do meet code requirements for the Mixed-EC (Mixed Use) district.

**BUFFERYARD
 REQUIREMENTS:**

Buffer yards shall be consistent with the zoning district for the proposed use, unless otherwise noted herein. For example, single-family developments shall follow the buffer requirements of the single-family zoning districts, commercial uses shall follow the buffering of the applicable commercial zoning district, etc. Buffers may be waived or varied in mixed-use buildings and projects when compatible uses and appropriate building/parking relationships are demonstrated and strong pedestrian connectivity and well-planned vehicular connectivity are provided.

ALLOWABLE

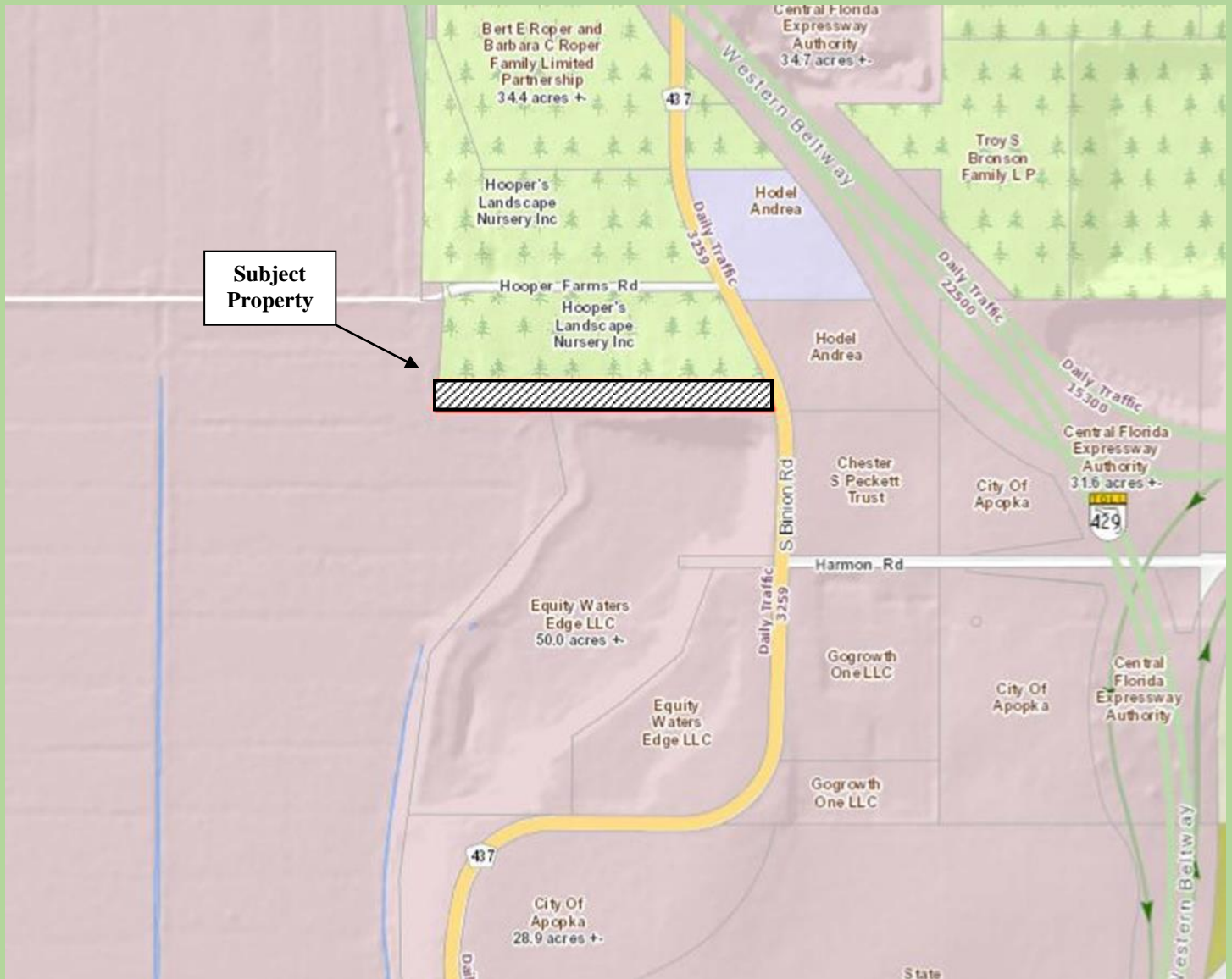
USES:

Single-Family detached residential development; duplex; multi-family residential; commercial, office, industrial, and institutional uses subject to the intensities, development standards, and land use mix criteria set forth of the Mixed-EC zoning district.

EQUITY WATERS EDGE, LLC
Property Owner
5.6 +/- acres
Proposed Small Scale Future Land Use Amendment:
From: “County” Rural/Agricultural (1 du/10 ac)
To: “City” Mixed Use
Proposed Change of Zoning:
From: “County” A-1
To: “City” Mixed-EC
Parcel ID #s: 19-21-28-0000-00-011



VICINITY MAP



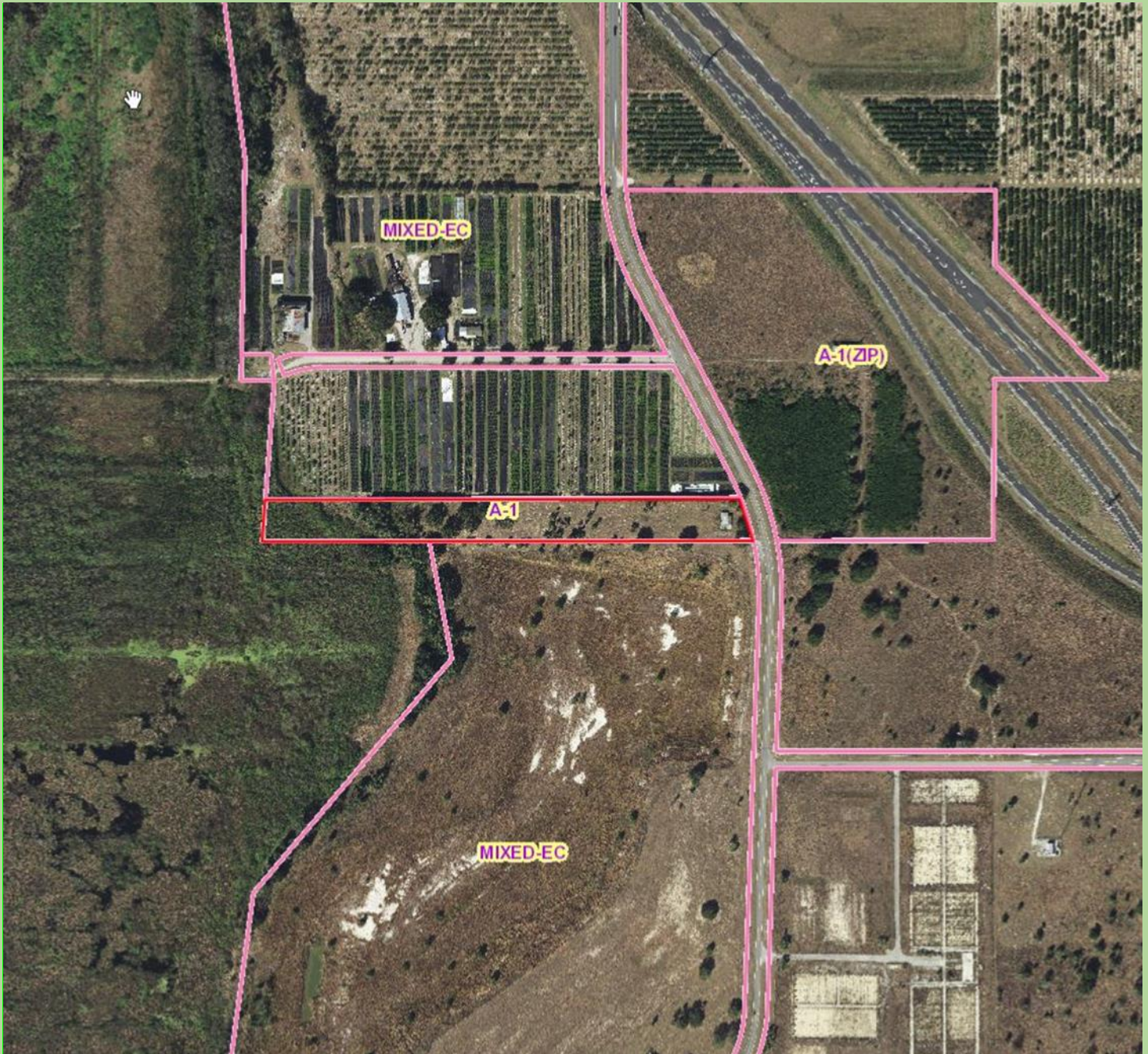


ADJACENT ZONING





ADJACENT USES





EXISTING USES



ORDINANCE NO. 2521

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM “COUNTY” A-1 TO “CITY” MIXED-EC FOR CERTAIN REAL PROPERTY GENERALLY LOCATED AT 1850 S. BINION RD., COMPRISING 5.6 ACRES MORE OR LESS, AND OWNED BY EQUITY WATERS EDGE 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

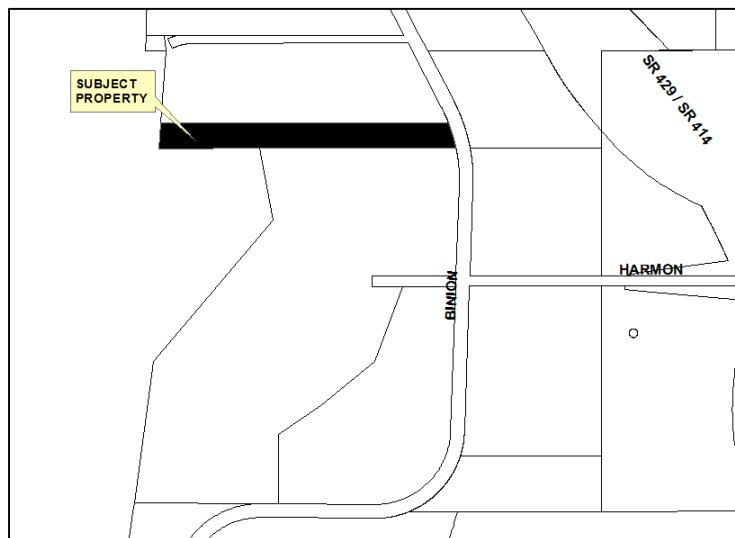
WHEREAS, the City of Apopka has requested a change in zoning on said property as identified in Section I of this ordinance; and

WHEREAS, the proposed Mixed-EC (Employment Center) (up to 15 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 Mixed-EC (Employment Center) (up to 15 du/ac), as defined in the Apopka Land Development Code.

Legal Description: South 147.85 feet of north 563.64 feet of northwest 1/4 of northeast 1/4 west of road and south 147.85 feet of north 563.64 feet gov lot 1 (AKA the south 147.85 feet of north 563.64 feet of east 1187.22feet of northeast 1/4 of northwest/4) of Section 19-21-28.



Parcel I.D.: 19-21-28-0000-00-011

Contains: 5.6 +/- Acres

Section II. That the zoning classification is consistent with the Comprehensive Plan of the City of Apopka, Florida.

ORDINANCE NO. 2521

PAGE 2

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. 2520.

READ FIRST TIME: October 5, 2016

READ SECOND TIME
AND ADOPTED: October 19, 2016

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED: August 26, 2016
October 7, 2016

Backup material for agenda item:

7. Ordinance No. 2522 – First Reading – Vacate – Right-of-Way - Quasi-Judicial
Rogers Beckett



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: October 5 , 2016
 FROM: Community Development
 EXHIBITS: Vicinity/Aerial Map
 Utility Letters
 Ordinance No. 2522
 Survey/Legal Description

SUBJECT: ORDINANCE NO. 2522 - COMMUNITY HEALTH CENTERS, INC. - VACATING A PORTION OF RIGHT-OF-WAY

REQUEST: ACCEPT THE FIRST READING OF ORDINANCE NO. 2522 - COMMUNITY HEALTH CENTERS, INC. - VACATING AN ALLEYWAY; AND HOLD IT OVER FOR SECOND READING AND ADOPTION.

SUMMARY:

APPLICANT: Community Health Centers, Inc.
 LOCATION: South of East 6th St., west of South Highland Ave and north of East 7th St.
 LAND USE: Right of Way
 ZONING: Right of Way
 EXISTING USE: Unimproved Alleyway
 AREA TO BE VACATED: 0.203 +/- Acre (8,850 +/- Sq. Ft.)

RELATIONSHIP TO ADJACENT PROPERTIES:

Direction	Land Use	Zoning	Present Use
North - City	Office	PO/I - R-3	Church/ SFR (3)
East - City	Right of Way	ROW	Right of Way
South - City	Office	PO/I - R-3	Office Building/ SFR (3)
West - City	Office	PO/I	West Orange Trail

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 – OCTOBER 5, 2016
COMMUNITY HEALTH CENTERS, INC. - VACATE
PAGE 2

ADDITIONAL COMMENTS: The applicant is seeking to vacate a 15' X 590' section of unimproved alleyway located south of East 6th Street, west of South Highland Avenue and north of East 7th Street. The portion of the right-of-way that will be vacated is described in the legal description. The vacation of this section of alleyway is being requested to accommodate redevelopment of site. Vacating this section of the alleyway will not affect any abutting property owners.

Our Public Services department, including DRC, 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:

October 5, 2016 - City Council - 1st Reading (1:30 p.m.)
October 19, 2016 - City Council - 2nd Reading (7:00 p.m.)

DULY ADVERTISED:

September 16, 2016 - Public Hearing Notice
October 7, 2016 - Ordinance Heading Ad

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval of the request to vacate a section of alleyway as described in the legal description.


Accept the First Reading of Ordinance No. 2522 and Hold it Over for Second Reading and Adoption on October 19, 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.

Community Health Centers, Inc.
Proposed Vacate of Alleyway

VICINITY MAP



 Vacate Area





May 18, 2016

Swann Hadley Stump
Dietrich & Spears
Attn: Michael T. Sheridan
1031 W. Morse Blvd.
Suite 350
Winter Park, FL 32789

RE: Request to Vacate an alleyway/unnamed Right of Way located behind East Sixth and Seventh Streets and Between Highland and Forest Avenue, Apopka, FL

Dear Mr. Sheridan:

Please be advised that DUKE ENERGY FLORIDA, LLC, dba DUKE ENERGY, has reviewed your request to Vacate the Alleyway/Unnamed Right of Way located behind East Sixth and Seventh Streets and Between Highland and Forest Avenue, Apopka, Florida. Since Duke Energy does not have any facilities located within this area being vacated, Duke Energy Distribution and Transmission has "No Objections" to the vacation of this Alleyway/Unnamed 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 cursive script that reads 'Benita Rostel'.

Benita Rostel
Research Support Specialist
Distribution Right of Way - Florida



1320 Winter Garden-Vineland Rd. Winter Garden, Florida 34787
P: 407.656.2734 F: 407.656.9371 | www.langd.org

May 20th, 2016

Swann Hadley Stump
Dietrich & Spears

Attn: Michael Sheridan

**Re: Vacating 15' Alley Between East Sixth and Seventh Streets and
Between Highland and Forest Avenues, Apopka, FL 32702**

In regards to the alley way between these locations Lake Apopka Natural Gas District has no known facilities located along this section being vacated. Please continue with your process needed to go forward with the vacation as scheduled.

Sincerely,

A handwritten signature in black ink, appearing to read "Domingo Colon", is written over a light blue circular watermark.

Domingo Colon
Gas Construction Specialist
Lake Apopka Natural Gas District
407-656-2734 Ext: 138
mcolon@langd.org



LETTER OF NO OBJECTION

May 4, 2016

Mr. Michael T. Sheridan
Swann Hadley Stump Dietrich & Spears
P. O. Box 1961
Winter Park, FL 32790

By Email: msheridan@swannhadley.com

SUBJECT: PROPOSED VACATE OF ALLEY LYING BETWEEN EAST 6TH STREET AND EAST 7TH STREET AND BETWEEN SOUTH HIGHLAND AVENUE AND FOREST AVENUE, BLOCK F, CHAMPNEY'S PORTION OF APOPKA, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK A, PAGES 87 AND 109, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; PRN 772919

Dear Mr. Sheridan:

Please be advised that Embarq Florida, Inc. D/B/A CenturyLink ("CenturyLink") has no objection to the proposed vacation and abandonment of that certain alley described as follows:

THAT CERTAIN 15 FOOT WIDE ALLEYWAY ADJOINING THE NORTH BOUNDARIES OF LOTS 110 THROUGH AND INCLUDING 121 AND ADJOINING THE SOUTH LOT LINES OF LOTS 98 THROUGH AND INCLUDING 109, BLOCK F, CHAMPNEY'S PORTION OF APOPKA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK A, AT PAGES 87 AND 109, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

The subject is adjacent to Community Health Centers, Inc., at 235 East 7th Street, Apopka, Florida and is more particularly shown on the attached sketch.

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

A handwritten signature in black ink, appearing to read "Victoria S. Bucher".

Victoria S. Bucher
Negotiator - East Region
Network Real Estate

C: D. Byrnes, CenturyLink

33 North Main Street
Winter Garden, FL 34787
Tel: 407-814-5316
Victoria.bucher@centurylink.com
www.centurylink.com

Construction Department
3767 All American Blvd
Orlando FL 32810



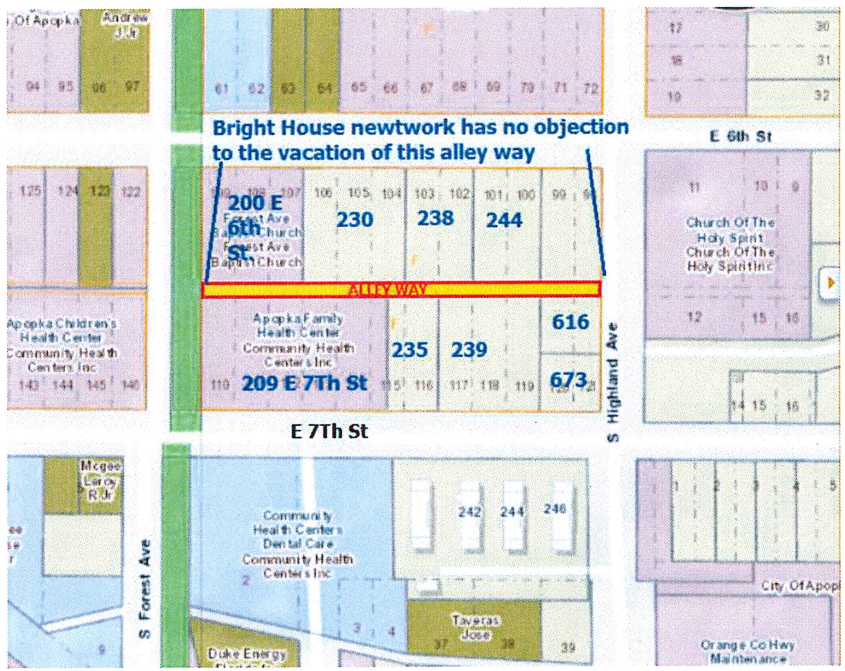
June 8, 2016

Michael T Sheridan
1031 W Morse Blvd Suite 350
Winter Park, FL 32789

Re: Request for a Vacate of Right of Way
Alley way between E. 6th St. & E. 7th St
S. Forest Ave & S Highland Ave

Dear Mr. Sheridan

Bright House Networks has reviewed your request to vacate of the 15ft Alley right of way and have 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
Michael Sheridan <MSheridan@swannhadley.com>

Rogers Beckett

From: Robert Elmquist
Sent: Wednesday, August 31, 2016 3:58 PM
To: David Moon
Cc: Jay Davoll; Rogers Beckett; Kyle Wilkes; Brian Bishop
Subject: Community Health Centers Alleyway Vacate - DRC Agenda
Attachments: 7th St. Alleyway Vacate.pdf

Good afternoon David. Please be advised that the city has no utilities within the limits of the alleyway located within the attachment to this email, nor do we have any future plans to add utilities within this area; therefore, the Public Services Dept. has no objections to the request to vacate this alleyway.

Do not hesitate to let us know if you require any additional information.

Bob Elmquist
Senior Project Coordinator
City of Apopka Public Services Department
748 E. Cleveland St.
Apopka, FL 32703
Email: relmquist@apopka.net
Phone: 407-703-1731

ORDINANCE NO. 2522

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO VACATE A PORTION OF RIGHT OF WAY (ALLEYWAY); LOCATED SOUTH OF EAST 6TH STREET AND WEST OF SOUTH HIGHLAND AVENUE; IN SECTION 09, 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 Community Health Centers, Inc., to vacate, abandon, discontinue, renounce and disclaim a section of alleyway, as shown in Exhibit "A"; and

WHEREAS, Century Link (f/k/a Embarq), 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 easement; 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 easement.

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:

That 15.00' alleyway adjoining the North lot lines of lots 110 through and including 121 and adjoining the South lot lines of Lots 98 through and including 109 Block "F" Champney's portion of Apopka, according to the plat thereof as recorded in Plat Book A, at Page 87 and 109, of the Public Records of Orange County, Florida; more fully described as follows:

Begin at the Northwest corner of said lot 110, thence run North 90 degrees 00 minutes 00 seconds east, along said North line of lots 110 thru lot 121, 590.50 feet to the Northeast corner of Lot 121, said point also being on the Westerly right of way line for S. Highland Avenue; Thence run North 03 degrees 26 minutes 01 seconds west, along said westerly right of way line 15.03 feet to the Southeast corner of said lot 98; thence run north 90 degrees 00 minutes 00 seconds West, along the South line of said lots 98 thru lot 109, 589.60 feet to the Southwest corner of said lot 109, said point also being on the Easterly right of way line to the West Orange Trail; thence run south 00 degrees 00 minutes and 00 seconds East along said Easterly right of way, 15.00 feet to the Point of Beginning.

CONTAINING: 8,850 SQUARE FEET, (0.203 ACRE) MORE OR LESS

ORDINANCE NO. 2522

PAGE 2

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: October 5, 2016

READ SECOND TIME
AND ADOPTED: October 19, 2016

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda F. Goff, City Clerk

APPROVED AS TO FORM:

Cliff Shepard, Esq., City Attorney

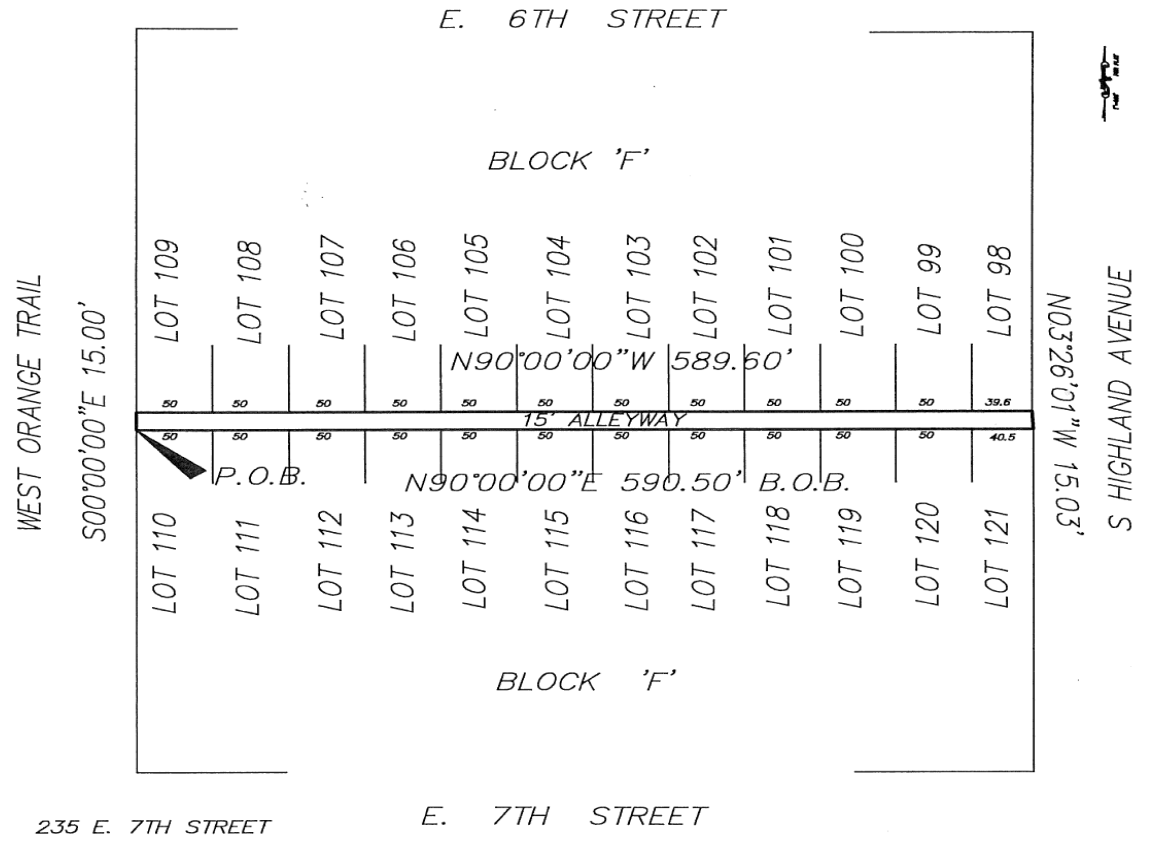
DULY ADVERTISED FOR PUBLIC HEARING: September 16, 2016
October 7, 2016

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION: THAT 15.00' ALLEYWAY ADJOINING THE NORTH LOT LINES OF LOTS 110 THROUGH AND INCLUDING 121 AND ADJOINING THE SOUTH LOT LINES OF LOTS 98 THROUGH AND INCLUDING 109, BLOCK 'F', CHAMPNEY'S PORTION OF APOPKA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, AT PAGES 87 AND 109, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; MORE FULLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 110, THENCE RUN NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID NORTH LINE OF LOTS 110 THRU LOT 121, 590.50 FEET TO THE NORTHEAST CORNER OF LOT 121. SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE FOR S. HIGHLAND AVENUE; THENCE RUN NORTH 03 DEGREES 26 MINUTES 01 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE 15.03 FEET TO THE SOUTHEAST CORNER OF SAID LOT 98; THENCE RUN NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOTS 98 THRU LOT 109, 589.60 FEET TO THE SOUTHWEST CORNER OF SAID LOT 109, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF THE WEST ORANGE TRAIL; THENCE RUN SOUTH 00 DEGREES 00 MINUTES AND 00 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY, 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,850 SQUARE FEET (0.203 ACRE), MORE OR LESS.



LEGEND

■ FOUND CONCRETE MONUMENT	E. EAST
● FOUND PROPERTY CORNER	ENT. ENCLOSURE
○ SET PROPERTY CORNER	ENCL. ENCLOSURE
▲ PERMANENT CONTROL POINT	ESMT. EASEMENT
△ DELTA	FND. FOUND
A/C AIR CONDITIONER	I.P. IRON PIPE
BLK. BLOCK	I.R. IRON ROD
B.O.B. BASIS OF BEARING	L. LENGTH
BRG. BEARING	M. MEASURED
CATV CABLE TELEVISION BOX	N. NORTH
CHD. CHORD	N/D NAIL & DISC
C.L.F. CHAIN LINK FENCE	P.C. POINT OF CURVATURE
C.M. CONCRETE MONUMENT	P.C.P. PERMANENT CONTROL POINT
CONC. CONCRETE	P.T. POINT OF TANGENCY
COR. CORNER	P.O.B. POINT OF BEGINNING
COV. COVERED	P.O.C. POINT OF COMMENCEMENT
D. DESCRIBED	P.O.L. POINT ON LINE
D.E. DRAINAGE EASEMENT	P. PLAT

NOTES

1. BEARINGS ARE BASED ON RECORD PLAT.
2. THE SURVEY SHOWN HEREON WAS SURVEYED BY THE LEGAL DESCRIPTION PROVIDED BY THE CLIENT.
3. ROOF OVERHANGS AND FOOTERS HAVE NOT BEEN LOCATED.
4. NO IMPROVEMENTS OR UNDERGROUND UTILITIES HAVE BEEN LOCATED EXCEPT AS SHOWN.
5. THIS SURVEY IS NOT VALID WITHOUT EMBOSSED SEAL.
6. THIS SURVEY IS NOT VALID FOR ANY REAL ESTATE TRANSACTIONS 90 DAYS BEYOND THE FINAL SURVEY DATE SHOWN.
7. THE SURVEYOR HAS NOT ABSTRACTED THE LANDS HEREON FOR EASEMENTS OR RIGHT-OF-WAY OF RECORD.
8. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
9. ALL BEARINGS / ANGLES AND DISTANCES ARE PLAT AND MEASURED UNLESS NOTED OTHERWISE.

HEREBY CERTIFY THAT THIS SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 5J-17.050 THRU 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.08, 472.027, FLORIDA STATUTES.

CHARLES R. DEFOOR, P.L.S. 4189

DATE

PREPARED FOR:
COMMUNITY HEALTH CENTERS, INC.

PREPARED BY:

CHARLES ROB DEFOOR
PROFESSIONAL LAND SURVEYOR

197 VILLA DI ESTE TERRACE, UNIT 113, LAKE MARY, FLA. 32746

LOT SURVEY DATE:

FOUNDATION DATE:

FINAL SURVEY DATE:

DRAWN DATE: 8-19-16

SCALE: 1"=100'

PAGE 1 OF 1

REVISION DATE:

Backup material for agenda item:

8. Ordinance No. 2523 – First Reading – Vacate – Right-of-Way - Quasi-Judicial
Rogers Beckett



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: October 5 , 2016
 FROM: Community Development
 EXHIBITS: Vicinity/Aerial Map
 Utility Letters
 Ordinance No. 2523
 Survey/Legal Description

SUBJECT: ORDINANCE NO. 2523 - GK MAUDEHELEN, LLLP AND MAUDEHELEN HOMEOWNER’S ASSOCIATION, INC. - VACATING A PORTION OF JOHNS ROAD RIGHT-OF-WAY

REQUEST: ACCEPT THE FIRST READING OF ORDINANCE NO. 2523 - GK MAUDEHELEN, LLLP AND MAUDEHELEN HOMEOWNER’S ASSOCIATION, INC. - VACATING A PORTION OF JOHNS ROAD RIGHT-OF-WAY; AND HOLD IT OVER FOR SECOND READING AND ADOPTION.

SUMMARY:

APPLICANT: GK Maudehelen, LLLP and Maudehelen Homeowner’s Association, Inc.
 LOCATION: Johns Road
 LAND USE: Right of Way
 ZONING: Right of Way
 EXISTING USE: Unimproved Right of Way
 AREA TO BE VACATED: 1.22 +/- Acres (53,129 +/- Sq. Ft.)

RELATIONSHIP TO ADJACENT PROPERTIES:

Direction	Land Use	Zoning	Present Use
North - City	Residential Low	R-2	Residential Subdivision
East - City	Residential Low	R-2	Residential Subdivision
South - County	Rural	A-1	SFR (2)
South - City	Residential Low	R-2	Vacant Land
West - City	Right of Way (Binion Road)	ROW	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 – OCTOBER 5, 2016

GK MAUDEHELEN, LLLP AND MAUDEHELEN H.O.A. INC. - VACATE

PAGE 2

ADDITIONAL COMMENTS: The applicant is seeking to vacate a 60' x 988' portion of unimproved Johns Road right-of-way located east of Binion Road and south of Beardsley Drive. The portion of the right-of-way that will be vacated is described in the legal description. The vacation of this portion of the right of way is being requested to accommodate a proposed residential development. 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:

October 5, 2016 - City Council - 1st Reading (1:30 p.m.)

October 19, 2016 - City Council - 2nd Reading (7:00 p.m.)

DULY ADVERTISED:

September 16, 2016 - Public Hearing Notice

October 7, 2016 - Ordinance Heading Ad

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval of the request to vacate a portion of Johns Road right-of-way as described in the legal description.

Accept the First Reading of Ordinance No. 2523 and Hold it Over for Second Reading and Adoption on October 19, 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.

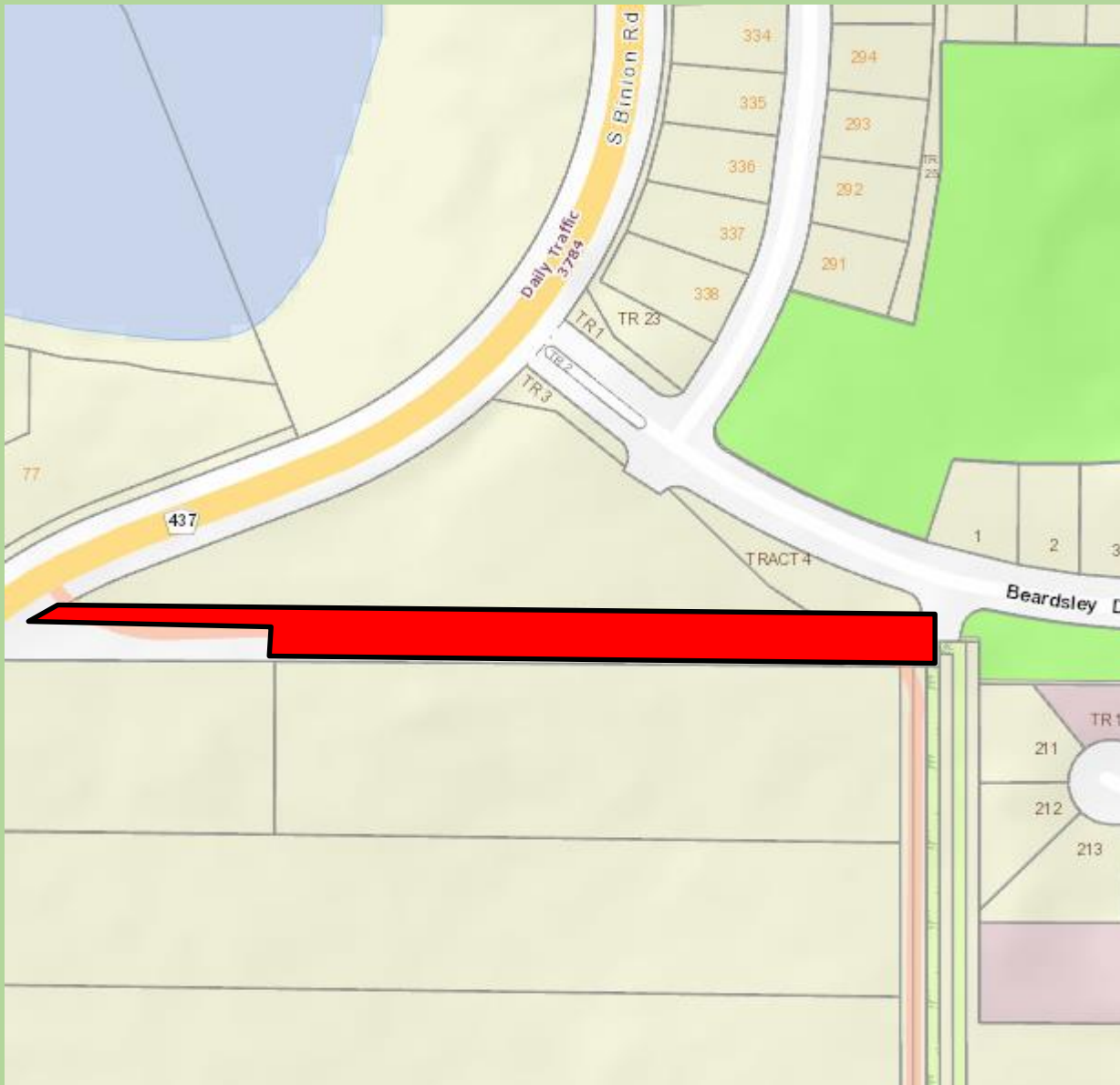
GK Maudehelen, LLLP and Maudehelen Homeowner's Association, Inc.
Proposed Vacate of Johns Road Right-Of-Way

JOHNS ROAD

VICINITY MAP



 Vacate Area





July 25, 2016

Dana Crosby-Collier, Esq.
Attorney for Kolter, Maudehelen Phase 4
1000 Legion Place, Ste. 1700
Orlando, FL 328

RE: Request to Vacate a portion of Johns Road Right of Way, Apopka, FL

Dear Mr. Crosby-Collier:

Please be advised that after researching your request, DUKE ENERGY FLORIDA, LLC, dba DUKE ENERGY does not have facilities located in the portion of Johns Road Right of Way Abutting Parcels 07-21-28-0000-00-052 and 07-21-28-0000-00-054, Orange County, Florida. So because of this Duke Energy Distribution and Transmission has "No Objections" to the vacation of this portion of Right of Way of Johns Road.

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 black ink that reads 'Benita Rostel'.

Benita Rostel
Research Support Specialist
Distribution Right of Way - Florida



LETTER OF NO OBJECTION

August 8, 2016

Mr. Scott Cookson
Ms. Dana Crosby-Collier
Suffield Lowman
1000 Legion Place
Suite 1700
Orlando, FL 32801

SUBJECT: PROPOSED VACATE OF PORTION OF JOHNS ROAD, LYING IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, AOPKA, ORANGE COUNTY, FLORIDA; PRN 779236

Dear Mr. Cookson and Ms. Crosby-Collier:

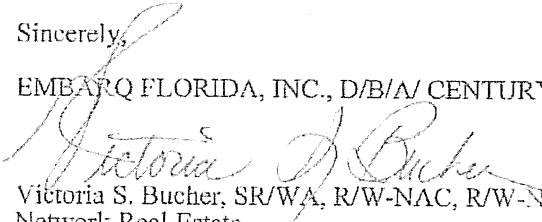
Please be advised that Embarq Florida, Inc. D/B/A CenturyLink ("CenturyLink") has no objection to the proposed vacation and abandonment of that portion of Johns Road lying in Section 7, Township 21 South, Range 28 East, Orange County, Florida and being more particularly shown on the attached sketch.

The adjacent lands have an Orange County Tax Identification Number of 07-21-28-0000-0-052 and 07-21-28-0000-00-054.

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, SR/WA, R/W-NAC, R/W-NAC
Network Real Estate

C: D. Byrnes, CenturyLink

33 North Main Street
Winter Garden, FL 34787
Tel: 407-814-5318
Victoria.bucher@centurylink.com
www.centurylink.com

Construction Department
3767 All American Blvd
Orlando FL 32810



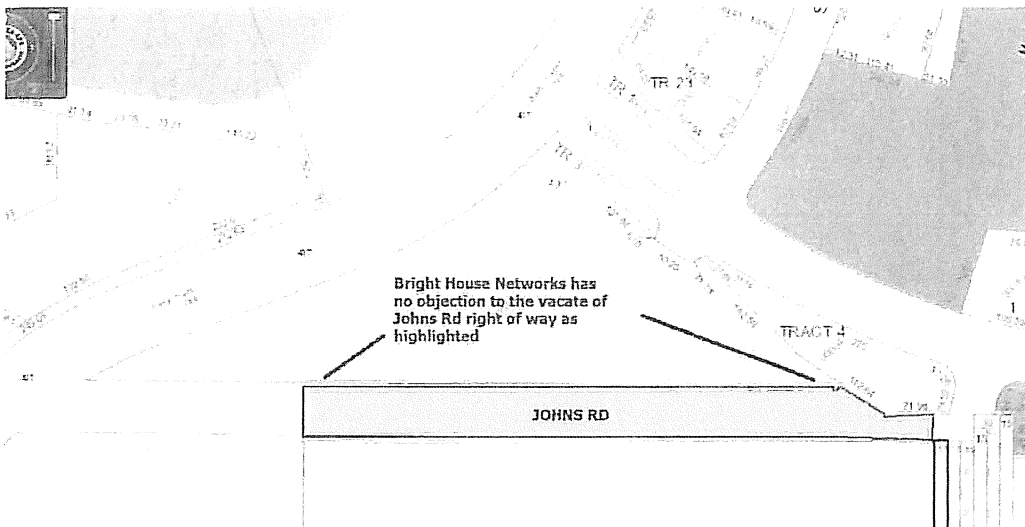
July 29, 2016

Dana Crosby-Collier
Shuffield Lowman
401 Pine Ave
Altamonte Springs, Fl. 32701

Re: Request for a Vacate of Right of Way
Johns Rd-parcels 07-21-28-0000-00-52 & 07-21-28-0000-00-054
Maudehelen Phase 4

Dear Ms. Collier:

Bright House Networks has reviewed your request to vacate of Johns Rd right of way and no objection to the vacation as shown in this drawing below.

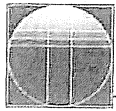


If you need and additional information, please contact me at my office 407-532-8511.

Sincerely,

Tracey Domostoy
Construction Supervisor
Bright House Network

Cc: PJ King



SHUFFIELD LOWMAN

July 18 2016

ATTORNEYS AND ADVISORS

W. CHARLES SHUFFIELD
(1944 - 2015)

July 14, 2016

SHERILLE D. ARIN
MAIA R. ALBRECHT
JAMES F. BASQUE
Alicia N. BRATER
M. DELTON CHEN
DANA CROSBY-COLLIER
D. MICHELLE CONE
STEPHANIE L. COOK
SCOTT A. COOKSON
JASON A. DAVIS
JOHN G. DELANCETT
JULIA D. DENNIS
ALEXANDER S. DOUGLAS, II
MATT G. FIRESTONE
LEA ANNE GROOVER
DANIEL B. HARRIS
KEITH J. HESSE
HEIDI W. ISENHART
JOHN P. JUNOD
THOMAS F. LANG
WILLIAM R. LOWMAN, JR.
JANET E. MARTINEZ
J. STEPHEN McDONALD
GREGORY W. MEIER
RALPH G. PEPE
HEATHER PURDY
LANE E. BEGY ROESCH
R. CLAYTON ROESCH
THOMAS A. SIMSER, JR.
MARY DOTY SOLIK
NICOLE R. TERCOFF
Alyse N. VERNER
JAMES C. WASHBURN
LYNNE R. WILSON
MARK WISNIEWSKI
JENNIFER A. WOLGAMOTT
PAIGE HAMMOND WOLPERI
*ADMITTED IN OHIO

VIA U.S. MAIL

Lake Apopka Natural Gas
Post Office 783007
Winter Garden, Florida 34778
Attn: Rick Gullett

Re: Parcels 07-21-28-0000-00-052 and 07-21-28-0000-00-054, Orange County

Dear Mr. Gullett:

I am in the process of requesting that Orange County vacate that portion of Johns Road abutting the above-referenced parcels and as shown on the copy of the enclosed tax map. The site address is Johns Road and the property is not located within a platted subdivision. In order to have this action heard, I must provide letters of no objection from utility companies who have jurisdiction in this neighborhood.

Please review your records, complete the form below, and return this letter to me at the address above. If you have any questions, please contact Dana Crosby-Collier or Scott Cookson at 407-581-9800. Thank you.

Sincerely,

Dana Crosby-Collier
Attorney for Kolter, Maudehelen Phase 4

The subject parcel is NOT within our jurisdiction.
 The subject parcel is within our jurisdiction. We do (do not) (Circle One) have any facilities within the easement/right of way. We have no objection to the vacation.

Additional Comments:

1000 LEGION PLACE
SUITE 1700
ORLANDO, FL 32801
P 407.581.9800
F 407.581.9801

545 WEST MAIN ST.
TAVARES, FL 32778
P 352.253.2222
F 352.253.2229

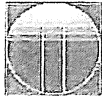
203 EAST RICH AVE.
DELAND, FL 32724
P 386.736.9225
F 386.736.9265

114 SOUTH PALMETTO AVE.
DAYTONA BEACH, FL 32114
P 386.257.1777
F 386.258.1355

SHUFFIELDLOWMAN.COM

SHUFFIELD, LOWMAN & WILSON, PA

Signature:
Print Name: ANTONIO G. GIBSON
Title: ENGINEERING TECH
Date: 8/8/16
Phone Number: 407-696-2734 x121



SHUFFIELDLOWMAN

ATTORNEYS AND ADVISORS

W. CHARLES SHUFFIELD
(1941 - 2015)

SHERIDAN D. ARBE
MAIA R. ARBUCHT
JAMES E. BASSETT
ARICIA N. BEARER
M. DEEPA CHEN
DANA CROSBY-COLLIER
D. MICHELLE COST
STEPHAN L. COOK
SCOTT A. COOKSON
JAMES A. DAVIS
JOHN G. DELASCETTI
JULIA D. DESNIS
ALEXANDER S. DOUGLAS, II
MARC G. FINESTON
LEA ANNE GIBSON
DANIEL B. HARRIS
KEITH J. HENSE
HEIDI W. JENSEN
JOHN E. JENSEN
THOMAS L. JORG
WILLIAM R. LOWMAN, JR.
JAMES E. MARSHALL
L. STEPHEN McDONALD
GREGORY W. MEIER
RALPH G. PAPP
HEATHER PUDOV
LARA E. HUGO ROESCH
R. CLAYTON ROESCH
THOMAS A. SENSIC, JR.
MARY DOLY SORIE
NICOLE R. TIBCOLETTI
ANNE N. VIERER
JAMES C. WASHBURN
LENN R. WILSON
MARK WISNIEWSKI
JENNIFER A. WOLGAST
PAIGE HAMMOND WOLPERT
WENDY R. YOUNG

1000 LEGION PLACE
SUITE 1700
ORLANDO, FL 32801
P 407.581.9800
F 407.581.9801

545 WEST MADE ST.
TAVARES, FL 32778
P 352.253.2112
F 352.253.2129

205 EAST RICH AVE.
DELAND, FL 32724
P 386.736.9225
F 386.736.9265

114 SOUTH PALMISTO AVE.
DAYTONA BEACH, FL 32114
P 386.257.1777
F 386.258.1355

SHUFFIELDLOWMAN.COM

SHUFFIELD, LOWMAN & WILSON, P.A.

July 13, 2016

VIA U.S. MAIL

City of Apopka
Post Office Box 1229
Apopka, Florida 32703
Attn: Valdimar

Re: Parcels 07-21-28-0000-00-052 and 07-21-28-0000-00-054, Orange County

Dear Valdimar:

I am in the process of requesting that Orange County vacate that portion of Johns Road abutting the above-referenced parcels and as shown on the copy of the enclosed tax map. The site address is Johns Road and the property is not located within a platted subdivision. In order to have this action heard, I must provide letters of no objection from utility companies who have jurisdiction in this neighborhood.

Please review your records, complete the form below, and return this letter to me at the address above. If you have any questions, please contact Dana Crosby-Collier or Scott Cookson at 407-581-9800. Thank you.

Sincerely,

Dana Crosby-Collier
Attorney for Kolter, Maudehelen Phase 4

The subject parcel is NOT within our jurisdiction.
 The subject parcel is within our jurisdiction. We do do not (Circle One) have any facilities within the easement/right of way. We have no objection to the vacation.

Additional Comments:

N/A

Signature:
Print Name: Bob Elmquist
Title: Senior Project Coordinator
Date: July 27, 2016
Phone Number: 407.703.1731

ORDINANCE NO. 2523

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO VACATE A PORTION OF JOHNS ROAD RIGHT-OF-WAY; LOCATED EAST OF BINION ROAD AND SOUTH OF BEARDSLEY DRIVE; IN SECTION 07, 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 GK Maudehelen, LLLP and Maudehelen Homeowner's Association Inc., to vacate, abandon, discontinue, renounce and disclaim a portion of Johns Road, as shown in Exhibit "A"; and

WHEREAS, Century Link (f/k/a Embarq), 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 easement; 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 easement.

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:

A portion of Johns Road, as recorded in Deed Book 971, pages 41 and 42 of the Public Records of Orange County, Florida, situated in Section 7, Township 21 South, Range 28 East, Orange County, Florida, being more particularly described as follows: Beginning at a point of intersection of the Southerly right of way line of Johns Road, as recorded in Deed Book 971, Page 42 of the Public Records of Orange County, Florida, with the East line of the Southwest ¼ of the Southeast ¼ of Section 7, Township 21 South, Range 28 East, Orange County Florida; thence run North 89°18'03" West, along said Southerly right of way line of Johns Road, for a distance of 758.88 feet to the Easterly line of the West 560.00 feet of the said Southwest ¼ of the Southeast ¼ of the Section 7; thence departing said Southerly right of way line, run North 00°07'00" East, along said Easterly line, for a distance of 30.00 feet to a point on the North line of the aforesaid Southwest ¼ of the Southeast ¼ of Section 7; thence departing said East line, run North 89°18'03" West, along said North line, for a distance of 275.61 feet to a point on the Southeasterly right of way line of Binion Road, as recorded in State Road Book, 1, Page 40 of the Public Records of Orange County, Florida, said point also being a point on a curve, concave Southeasterly, having a radius of 532.96 feet, a chord bearing of North 57°35'33" East and a chord distance of 54.92 feet; thence departing said North line, run Northeasterly along the arc of said curve through a central angle of 5°54'26" for an arc distance of 54.94 feet to a point on the Northerly right of way line of said Johns Road, as recorded in Deed Book 971, Page 41 of the

aforesaid Public Records of Orange County, Florida; thence departing said Southeasterly right of way line of Binion Road, run South 89°18'03" East, along said Northerly right of way line, for a distance of 988.04 feet to a point on the East line of the Northwest ¼ of Southeast ¼ of said Section 7; thence departing said Northerly right of way line, run South 00°00'39" East, along the East line of the Northwest ¼ of the Southeast ¼, and the East line of the Southwest ¼ of the Southeast ¼ of Section 7, for a distance of 60.00 feet to the Point of Beginning.

Containing: 53,128 square feet, or 1.22 acres, more or less.

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: October 5, 2016

READ SECOND TIME
AND ADOPTED: October 19, 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: September 16, 2016
October 7, 2016

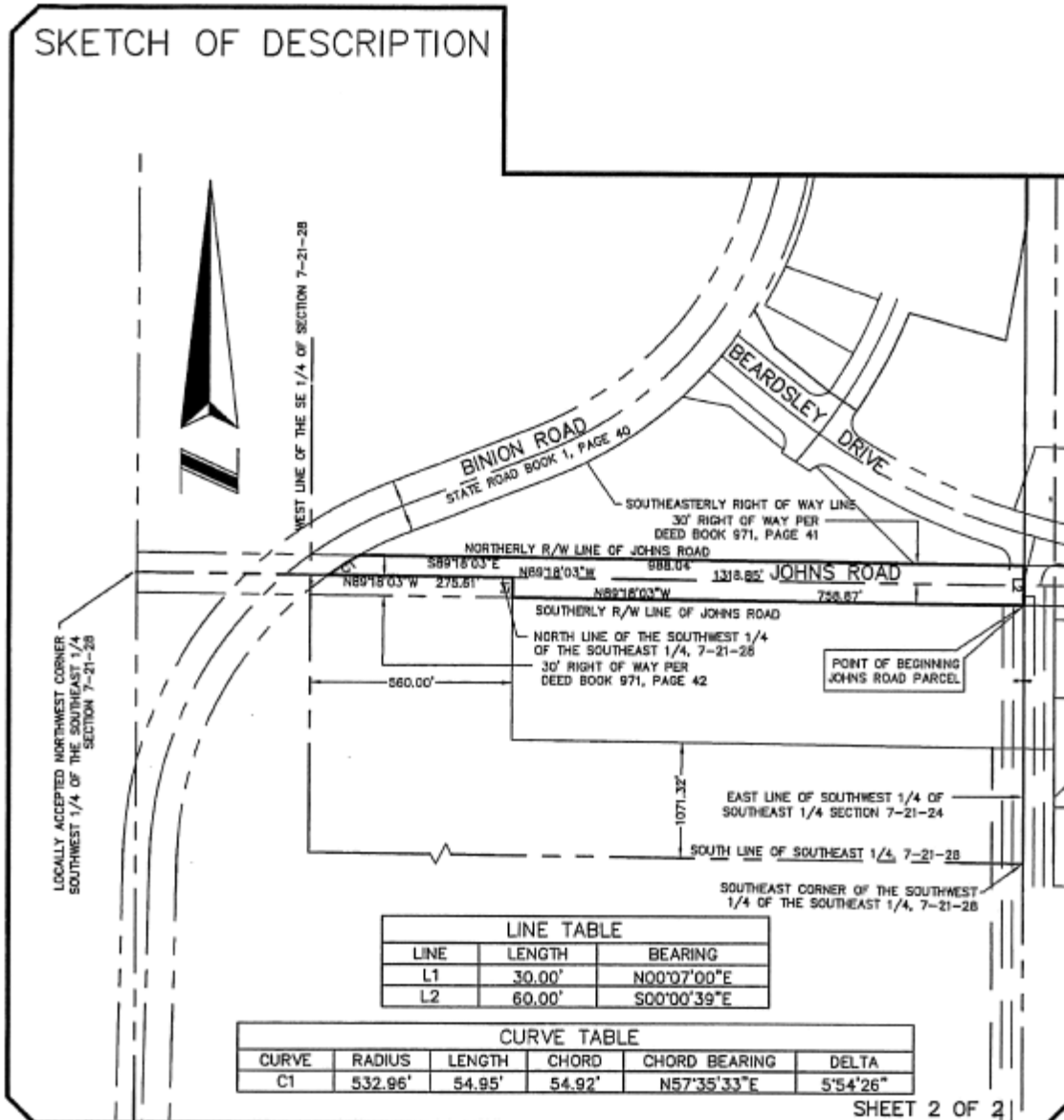
LEGAL DESCRIPTION

JOHNS ROAD PARCEL:

A portion of Johns Road, as recorded in Deed Book 971, pages 41 and 42 of the Public Records of Orange County, Florida, situated in Section 7, Township 21 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

BEGINNING at a point of intersection of the Southerly right of way line of Johns Road, as recorded in Deed Book 971, Page 42 of the Public Records of Orange County, Florida, with the East line of the Southwest 1/4 of the Southeast 1/4 of Section 7, Township 21 South, Range 28 East, Orange County, Florida; thence run North 89°18'03" West, along said Southerly right of way line of Johns Road, for a distance of 758.88 feet to the Easterly line of the West 560.00 feet of the said Southwest 1/4 of the Southeast 1/4 of Section 7; thence departing said Southerly right of way line, run North 00°07'00" East, along said Easterly line, for a distance of 30.00 feet to a point on the North line of the aforesaid Southwest 1/4 of the Southeast 1/4 of Section 7; thence departing said East line, run North 89°18'03" West, along said North line, for a distance of 275.61 feet to a point on the Southeasterly right of way line of Binion Road, as recorded in State Road Book 1, Page 40 of the Public Records of Orange County, Florida, said point also being a point on a curve, concave Southeasterly, having a radius of 532.96 feet, a chord bearing of North 57°35'33" East and a chord distance of 54.92 feet; thence departing said North line, run Northeasterly along the arc of said curve through a central angle of 5°54'26" for an arc distance of 54.94 feet to a point on the Northerly right of way line of said Johns Road, as recorded in Deed Book 971, Page 41 of the aforesaid Public Records of Orange County, Florida; thence departing said Southeasterly right of way line of Binion Road, run South 89°18'03" East, along said Northerly right of way line, for a distance of 988.04 feet to a point on the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 7; thence departing said Northerly right of way line, run South 00°00'39" East, along the East line of the Northwest 1/4 of the Southeast 1/4, and the East line of the Southwest 1/4 of the Southeast 1/4 of Section 7, for a distance of 60.00 feet to the POINT OF BEGINNING.

Containing 53,128 square feet, or 1.22 acres, more or less.



SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST AS HAVING AN ASSUMED BEARING OF N 89°18'03" W.

JOB NO. 20160117	CALCULATED BY: EGT
DATE: JULY 26, 2016	DRAWN BY: EGT
SCALE: 1 INCH = 200 FEET	CHECKED BY: JLR
FIELD BY: N/A	

Backup material for agenda item:

9. Resolution 2016-31 – Amend Capital Improvement Plan on improvements to the Apopka Athletic Complex. David Burgoon



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: October 5, 2016
 FROM: Public Services
 EXHIBITS: Resolution 2016-31

**SUBJECT: FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP)
 FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)**

**REQUEST: ADOPT RESOLUTION TO AMEND CAPITAL IMPROVEMENT PLAN (CIP)
 REFLECTING IMPROVEMENTS TO APOPKA ATHLETIC COMPLEX (AAC).**

SUMMARY:

The FRDAP is a competitive grant program, providing funds for the acquisition or development of land for outdoor public recreation. The administering agency is the FDEP; the funding is available to municipalities, counties and other entities with the legal responsibility of providing public outdoor recreation. Applications are submitted to FDEP no later than October 28, 2016 for evaluation, and assigned a score. Based on those scores, a priority list is prepared and submitted to the Florida Legislature for funding consideration.

Amendments to the CIP will include \$25,500 in renovations and \$24,500 in new construction for the Apopka Athletic Complex (AAC).

Renovations:

Rest Rooms	\$7,000
Playground – Additional Surface Materials	\$2,000
Baseball – Dugouts	\$12,000
Support Facilities – Replace Drinking Fountain	\$2,500
Picnic Facilities – Tables	\$2,000

New Construction:

Playground – Additional Equipment	\$20,000
Support Facilities – Bike Rack	\$2,500
Picnic Facilities	\$2,000

The City is requesting \$50,000 in no-match grant funding, for renovations and new construction of facilities at the AAC.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

City Council approve the proposed Resolution 2016-31.

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. 2016-31

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR FEDERAL FISCAL YEAR 2017-2018.

WHEREAS, the City of Apopka desires to submit an application to the Florida Department of Environmental Protection for a Florida Recreation Development Assistance Program Grant to benefit the local residents.

WHEREAS, there is a present and growing need for outdoor recreation opportunities among persons of all ages within the City of Apopka, Florida corporate limits and among those visiting the area; and

WHEREAS, the City recognizes this need for additional recreational opportunities; and

WHEREAS, meeting the increasing demand for recreation opportunities can best be met with the improvements to the Apopka Athletic Complex (AAC) as detailed in the application for funding in which the City is submitting an application in the October 28, 2016 application cycle requesting \$50,000.00 in grant funds.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Apopka as follows:

1. That the City of Apopka hereby authorizes the filing of an application for a Florida Recreation Development Assistance Program Grant; and
2. That the Mayor of the City of Apopka is hereby authorized to execute all documents required in connection with the filing of said application to be submitted on October 28, 2016.
3. That as part of the application for the Florida Recreational Development Assistance Program grant, the Capital Improvements Element of the Comprehensive Plan of the City of Apopka, Florida will be amended to include the improvements to the Apopka Athletic Complex in the City of Apopka, if the project is funded in the 2017 – 2018 application cycle.

Approved by the City Council, of the City of Apopka, Florida, on this 5th day of October, 2016.

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda F. Goff, CMC, City Clerk

Backup material for agenda item:

1. Letter from the Family of Mayor John H. Land regarding the proposed statue for City Hall.

The Family of Mayor John H. Land
525 Alabama Avenue
Apopka, FL. 32703

September 23, 2016

Mayor Joe Kilsheimer
Honorable Members of the Apopka City Council
120 East Main Street
Apopka, Florida 32703

Dear Mayor Kilsheimer and Members of the City Council,

Memories of our father, Mayor John H. Land, and what he stood for remain ever present in our minds. We are constantly reminded of his character, integrity and the legacy he left upon Apopka and Central Florida. Serving more than 60 years as mayor, his vision for the city flowed from his genuine love and pride for Apopka!

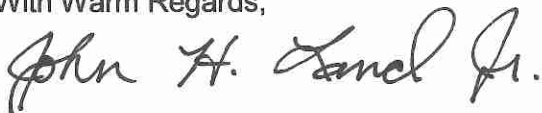
Over the past year, we have been working with artist Peter Pasha to create two bronze statues of our father. One is intended for the front lawn of the Apopka City Hall and the other for the Kit Land Nelson Park. We are grateful that the Apopka City Council voted to honor our father and support this project.

We believe the first statue that will stand at City Hall captures not only his likeness, but also his wisdom and character. The second statue is currently in the design phase.

We have reviewed the final design of the "larger than life" model that will stand at the City Hall. We are pleased to recommend that the Apopka City Council approve this model.

Again, we want to thank the Mayor and Council Members for honoring our father in such a stately fashion. We feel the memorial statue will remind us all of the strength of community, past, present and future, which was our father's vision.

With Warm Regards,



John H. Land, Jr. on behalf of the family of John H. Land

RECEIVED

SEP 26 2016

MAYOR'S OFFICE

452







FLORIDA

ANTHROPOLOGIA